



CITY OF SOUTH MIAMI

CITY COMMISSION MEETING AGENDA

Tuesday, December 4, 2018, 7:00 PM
CITY HALL/COMMISSION CHAMBERS
6130 SUNSET DRIVE
SOUTH MIAMI, FL 33143

THE CITY OF SOUTH MIAMI HAS A SIGNIFICANT GOVERNMENTAL INTEREST IN CONDUCTING EFFICIENT AND ORDERLY COMMISSION MEETINGS. SPEAKERS PLEASE TAKE NOTICE THAT SECTION 2-2.1(K)(2) OF THE CODE OF ORDINANCES PROVIDES THAT "ANY PERSON WHO MAKES SLANDEROUS OR INTENTIONALLY RUDE, UNCIVIL OR OTHERWISE IMPERTINENT REMARKS, AND WHO REFUSES OR FAILS TO DESIST FROM MAKING SUCH REMARKS AFTER BEING INSTRUCTED TO DO SO, OR WHO SHALL BECOME BOISTEROUS IN THE COMMISSION CHAMBER AND WHO REFUSES OR FAILS TO DESIST FROM SUCH CONDUCT AFTER BEING INSTRUCTED TO DO SO MAY BE FORTHWITH REMOVED FROM THE PODIUM AND FROM CITY HALL FOR THE DURATION OF THAT MEETING AT THE DIRECTION OF THE PRESIDING OFFICER, UNLESS OVERRULED BY A MAJORITY VOTE OF THE COMMISSION. NO CLAPPING, APPLAUDING, HECKLING, OR VERBAL OUTBURSTS SHALL BE PERMITTED FOR ANY REASON, INCLUDING FOR THE PURPOSE OF SUPPORTING OR OPPOSING ANY MATTER, ANY SPEAKER OR A SPEAKER'S REMARKS. NO SIGNS OR PLACARDS SHALL BE ALLOWED TO BE DISPLAYED IN ANY MANNER OTHER THAN WHEN USED FROM THE PODIUM TO EXPRESS AN OPINION OR DISPLAY FACTS. SIGNS TO BE USED AT THE PODIUM MUST BE BROUGHT INTO THE COMMISSION CHAMBERS IN A MANNER SO AS NOT TO UNNECESSARILY DISPLAY THEIR CONTENT UNTIL THE SIGN IS BROUGHT TO THE PODIUM IMMEDIATELY BEFORE THE SIGN IS DISPLAYED FROM THE PODIUM IN THE COMMISSION CHAMBER. PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. THE USE OF ACOUSTIC MOBILE COMMUNICATION DEVICE, SUCH AS PHONES, IN THE COMMISSION CHAMBER IS NOT PERMITTED WHILE THE COMMISSION IS IN SESSION. PHONE RINGERS AND OTHER DEVICES THAT EMIT SOUND MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS. INDIVIDUALS MUST EXIT THE CHAMBER TO ANSWER INCOMING CALLS. NO CAMERA FLASH OPTIONS SHALL BE USED BY THE PUBLIC DURING ANY PORTION OF THE MEETING EXCEPT DURING RECOGNITION AND AWARD CEREMONIES."

A. SILENCE OR TURN OFF ALL CELL PHONES

B. ADD-ON ITEM(S)

Ba. An Ordinance amending the City of South Miami Code of Ordinances, Chapter IV Alcoholic Beverages, Article I, Sections 4-6, titled "Definitions of establishments; hours of operation; definition of alcoholic beverages" to revise the definitions and hours of operation. 3/5 (Commissioner Liebman)

[Ord Amending 4-6 jktCArev.docx](#)

Bb. An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article VI, Section 20-6.1(C)(4)(c) to amend the powers of the ERPB and to make other revisions concerning appeals. 3/5 (Commissioner Welsh)

[Ord Amending 20-6.1\(C\)\(4\)v2.docx](#)

C. ROLL CALL

D. MOMENT OF SILENCE

E. PLEDGE OF ALLEGIANCE

F. LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

G. PRESENTATIONS

G1. Board of Realtors - Container Structure

G2. Roberto Rabelo - What is #ICKDOUCLK?

H. APPROVAL OF MINUTES

Ha. 11.20.18 minutes
[11.20.18 Minutes.pdf](#)

I. CITY MANAGER'S REPORT

J. CITY ATTORNEY'S REPORT - *[City Attorney reminder: Remarks are limited to those matters that are not quasi-judicial. Any comment on a quasi-judicial matter may be made when the item is called and the speaker is under oath.]*

K. PUBLIC REMARKS

L. BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

L1. Shari Kamali, an active employee of the City designated by the City Manager, has been re-appointed to serve on the City of South Miami Pension Board for a two-year term ending December 30, 2020.

M. COMMISSION REPORTS, DISCUSSION & REMARKS

N. CONSENT AGENDA

1. A Resolution rescheduling the City Commission meeting of Tuesday, December 18, 2018. 3/5 (City Commission)
[Resolution_rescheduling_meeting_Dec_18_to_13th_2018 \(1\).doc](#)
2. A Resolution rescheduling the City Commission meeting of Tuesday, January 1, 2019. 3/5 (City Commission)
[Resolution_rescheduling_meeting_Jan_1_to_3rd_2019.doc](#)
3. A Resolution re-appointing Alfredo Riverol, to serve on the Pension Board for a two-year term ending December 30, 2020. 3/5 (City Commission)

[Resolution_appt_AR_Pension_Bd.riverol3 \(1\).docx](#)

4. A Resolution related to a request pursuant to Section 20-4.5.1(A)(3) of the Land Development Code, to waive the tree mitigation fee for a property located at 6471 Sunset Drive. 3/5 (City Manager-Planning Dept.)
[Cover Memo 6471 Sunset Drive Tree Mitigation.docx](#)
[Resolution_6471_Sunset_Drive_Tree_Mitigation_Waiver_line_numbers.docx](#)
[ZTR18-0294 - Tree Mitigation Fee Waiver Request.pdf](#)
[ZTR18-0294 - Tree Removal Permit Package.pdf](#)
[Tree resource evaluation for two strangler figs at 6471 Sunset Drive, South Miami.pdf](#)
5. A Resolution related to a request pursuant to Section 20-4.5.1(A)(3) of the Land Development Code, to waive the tree mitigation fee for a property located at 7410 SW 63 Court. 3/5 (City Manager-Planning Dept.)
[Cover Memo 7410 SW 63 Court Tree Mitigation.docx](#)
[Resolution 7410 SW 63 Court Tree Mitigation Waiver line numbers.docx](#)
[ZTR18-1036 - Tree Mitigation Fee Waiver Documents.pdf](#)
[Permit Review Memorandum 7410 SW 63 Ct.pdf](#)

O. RESOLUTION(S)

6. A Resolution deferring the second reading of the Fellowship Church proposed amendments to the Future Land Use Map of the City of South Miami's Comprehensive Plan and the zoning map concerning the Fellowship Church property generally located northwest of the intersection of SW 72nd Street and SW 67th Avenue. 3/5 (City Manager-Planning Dept.)
[Resolution for deferral of 2nd reading jtCArev.doc](#)

P. RESOLUTION(S) PUBLIC HEARING(S)

7. A Resolution authorizing the City Manager to enter into multi-year agreement with Florida Sidewalk Solutions, LLC., by piggybacking onto its agreement with the Town of Miami Lakes for Repairs of Sidewalk Trip Hazards within the City. 3/5 (City Manager-Public Works & Engineering)
[Memo for FSS PIGGYBACK 10-31-18.docx](#)
[Reso for FSS piggyback 10-31-2018 w-numbers.docx](#)
[Piggyback Contract FLORIDA SIDEWALK SOLUTIONS 10.17.18.pdf](#)
[2018-40 Bid Tabulation.pdf](#)
[RES 18-1570.pdf](#)
[Account Balance 124-1730-541-6490.pdf](#)
[MDBR Advertisement.pdf](#)
[Miami Herald Advertisement.pdf](#)

Q. ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)

R. ORDINANCE(S) FIRST READING(S)

8. An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article III, Sections 20-3.4, 3.5 and 3.6; Article IV, Sections 20-4.3, 4.5, 4.5.1, and 4.6; Article V,

Sections 20-5.7, 5.11, 5.12, 5.13, and 5.23; Article VI, Sections 20-6.1(C) and 6.2.; Article VII, Sections 20-7.3, 7.3.1, 7.5, 7.14, 7.15, 7.22, 7.24, 7.52; Article VIII, Sections 20-8.2, 8.9 and 8.12; Article IX, Section 20-9.5; Article X, Sections 20-10.5 and 10.9 ; Article XI, Section 20-11.2 and 11.9; Article XIII, Section 20-13.85 to amend the powers of the board and to make other revisions. 3/5 (Vice Mayor Harris)

[Ord_Amending_LDC_re_ERPB_v5sa.doc](#)

[7_3.1. ___ Issuance_of_building_permits.....doc](#)

[13_85. ___ Location_and_relocation_of_facilities..doc](#)

[20_3.4 ___ Special_use_conditions..doc](#)

[20_3.5 ___ Dimensional_requirements..doc](#)

[20_3.6 ___ Supplemental_regulations..doc](#)

[20_4.3 ___ Sign_regulations..doc](#)

[20_4.5.1 ___ Tree_protection. \(2\).doc](#)

[20_4.6 ___ Environmental_review_standards..doc](#)

[20_5.7 ___ Rezoning_and_text_amendments. \(2\).doc](#)

[20_5.11 ___ Site_plan_review_approvals..doc](#)

[20_5.12 ___ Planned_unit_development_approvals..doc](#)

[20_5.13 ___ Building_permit_approvals..doc](#)

[20_5.23 ___ Satellite_antenna_procedures..doc](#)

[20_6.1 \(C\) ERPB.doc](#)

[20_6.2 ___ Appeals_and_Review..doc](#)

[20_7.3 ___ Review_procedure..doc](#)

[20_7.5 ___ Definitions..doc](#)

[20_7.14 ___ Regulating_plan_Special_areas..doc](#)

[20_7.15 ___ Architectural_standards_Intent. \(1\).doc](#)

[20_7.22 ___ Architectural_standards_Roofs_and_gutters..doc](#)

[20_7.24 ___ Architectural_standards_Colors..doc](#)

[20_7.52 ___ Procedure_for_special_exception..doc](#)

[20_8.2 ___ Definitions. \(1\).doc](#)

[20_8.9 ___ Special_exceptions..doc](#)

[20_8.12 ___ Architectural_standards_Intent..doc](#)

[20_9.5 ___ Development_review_procedures..doc](#)

[20_10.4 ___ General_requirements_and_minimum_standards. \(1\).doc](#)

[20_10.5 ___ Uses_requiring_administrative_approval. \(1\).doc](#)

[20_10.9 ___ Accessory_equipment_building. \(1\).doc](#)

[20_11.2 ___ Designation_procedure_for_historic_sites..doc](#)

9. An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article VI, Section 20-6.1(C) and 20-6.2 to amend the powers of the ERPB and to make other revisions concerning appeals. 3/5 (Commissioner Welsh)

[Ord Amending 20-6.1\(C\) & 6.2v2sa.docx](#)

S. ADJOURNMENT

PURSUANT TO FLORIDA STATUTE 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, AFFECTED PERSON 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. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OR OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

PURSUANT TO RESOLUTION No. 246-10-13280, "ANY INVOCATION THAT MAY BE OFFERED BEFORE THE START OF REGULAR COMMISSION BUSINESS SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE CITIZEN, FOR THE BENEFIT OF THE COMMISSION AND THE CITIZENS PRESENT. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE COMMISSION, AND THE COMMISSION DOES NOT ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER."

QUASI-JUDICIAL WARNING FOR CITY COMMISSION MEMBERS:

ANY AGENDA ITEM THAT HAS A QUASI-JUDICIAL WARNING IS CONSIDERED TO BE A QUASI-JUDICIAL MATTER. MEMBERS OF THE CITY COMMISSION MAY NOT HAVE ANY VERBAL COMMUNICATION WITH ANYONE, OTHER THAN AT THE MEETING SCHEDULED TO RESOLVE THE MATTER, UNTIL THE MATTER IS RESOLVED AT A PUBLIC MEETING AND THE MEETING IS ADJOURNED. YOU ARE PROHIBITED FROM MAKING ANY INDEPENDENT INVESTIGATION OF THIS MATTER OTHER THAN A SITE VISIT OR MAKING WRITTEN REQUESTS FOR INFORMATION FROM CITY EMPLOYEES AND RECEIVING WRITTEN RESPONSES FROM THEM IN THEIR OFFICIAL CAPACITY. ALL WRITTEN REQUESTS FOR INFORMATION AND RESPONSES THERETO MUST BE FILED WITH THE CLERK AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. YOU MAY NOT HAVE ANY VERBAL COMMUNICATION WITH CITY EMPLOYEES REGARDING THIS MATTER. YOU MAY NOT ENTER ONTO SOMEONE'S PROPERTY WITHOUT THEIR PERMISSION. FURTHERMORE, YOU MAY NOT DISCUSS THE MATTER WITH THE PROPERTY OWNER OR ANYONE ELSE, INCLUDING NEIGHBORS. YOU MUST, IN WRITING, ADVISE THE CLERK OF THE DATE AND TIME OF YOUR SITE VISIT AND, IF THIS MATTER INVOLVES LAND USE, YOU MUST ALSO SEND A COPY TO THE PLANNING AND ZONING DIRECTOR. ALL INFORMATION THAT YOU OBTAIN ON THIS MATTER, OTHER THAN YOUR PERSONAL OBSERVATIONS AT A SITE VISIT AND WRITTEN INFORMATION PROVIDED BY STAFF, MUST BE PRESENTED TO YOU AT THE DULY NOTICED PUBLIC MEETING DURING WHICH THE APPLICANT SHALL BE GIVEN AN OPPORTUNITY TO PRESENT THE APPLICATION AND ANY EVIDENCE IN SUPPORT OF THE APPLICATION. IF THERE IS A BREAK IN THE MEETING, YOU MAY NOT ALLOW OTHERS TO SPEAK TO YOU ABOUT THE MATTER OR ALLOW THEM TO PROVIDE YOU WITH ANY INFORMATION ABOUT THE MATTER. IF THE MATTER REQUIRES MORE THAN ONE HEARING, YOU MAY NOT DISCUSS THE MATTER WITH ANYONE, UNTIL THE MATTER IS RESOLVED BY A FINAL WRITTEN RESOLUTION OR, IF APPLICABLE, ORDINANCE, AND, EVEN THEN, NOT UNTIL THE MEETING IS ADJOURNED. IF YOU RECEIVE AN EMAIL OR ANY WRITTEN OR PRINTED INFORMATION ABOUT THE MATTER BEFORE THE ADJOURNMENT OF THE HEARING AT WHICH A FINAL DECISION IS MADE FROM ANYONE OTHER THAN CITY EMPLOYEES ACTING IN THEIR OFFICIAL CAPACITY, YOU MAY READ IT BUT YOU ARE NOT ALLOWED TO RESPOND TO IT AND YOU ARE REQUIRED TO IMMEDIATELY PROVIDE A COPY OF ANY WRITTEN COMMUNICATION OR DOCUMENT YOU RECEIVE CONCERNING THIS MATTER TO THE CITY CLERK, AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. IN ADDITION, IF YOU RECEIVE ANY VERBAL, OR WRITTEN COMMUNICATION (OTHER THAN WHAT HAS ALREADY BEEN DELIVERED TO THE CLERK AND THE PLANNING AND ZONING DIRECTOR) YOU ARE REQUIRED TO DISCLOSE IT AT THE PUBLIC MEETING AND, IF IT WAS VERBAL, YOU ARE REQUIRED TO WRITE A MEMORANDUM THAT INCLUDES THE INFORMATION RECEIVED AND THE NAME AND ADDRESS OF THE PERSON PROVIDING THE INFORMATION, AS WELL AS THE DATE, TIME AND PLACE WHERE THE COMMUNICATION TOOK PLACE. THIS DOCUMENT MUST BE DELIVERED AS SOON THEREAFTER AS POSSIBLE TO THE CITY CLERK, AND IF APPLICABLE TO A LAND RELATED ISSUE, A COPY MUST ALSO BE DELIVERED TO THE PLANNING AND ZONING DIRECTOR.

WARNING REGARDING EX PARTE COMMUNICATIONS:

"EX PARTE COMMUNICATIONS" ARE WRITTEN OR VERBAL EXCHANGES BETWEEN AN ELECTED OR APPOINTED PUBLIC OFFICIAL, AND AN APPLICANT, HIS OR HER REPRESENTATIVES, OR A CITIZEN OR OTHER THIRD-PARTY OUTSIDE OF THE PUBLIC QUASI-JUDICIAL HEARING WHICH IS THE SUBJECT OF THE EXCHANGE. THE FLORIDA LEGISLATURE BY THE ADOPTION OF SECTION 286.0115(1), FLORIDA STATUTES, HAS AUTHORIZED THE ADOPTION OF LOCAL ORDINANCES ALLOWING EX PARTE COMMUNICATIONS IF CERTAIN PROCEDURES ARE FOLLOWED TO ENSURE THAT THE WRITTEN OR VERBAL EXCHANGE IS MADE PUBLIC, WHICH IS DESIGNED TO REMOVE ANY PRESUMPTION OF PREJUDICE THAT WOULD OTHERWISE RESULT IF THE EXCHANGE WERE KEPT PRIVATE AND NOT DISCLOSED. EX PARTE COMMUNICATIONS MUST BE PUBLICLY DISCLOSED PRIOR TO OR AT THE QUASI-JUDICIAL HEARING AT WHICH THE DECISION IS TO BE MADE. ALL DECISIONS MADE AT A QUASI-JUDICIAL HEARING MUST BE BASED ON COMPETENT SUBSTANTIAL EVIDENCE. VERBAL

EX PARTE COMMUNICATIONS ARE HEARSAY, ARE NOT COMPETENT EVIDENCE, AND MAY NOT FORM THE SOLE BASIS FOR MAKING ANY QUASI-JUDICIAL DECISIONS, BUT THEY MAY BE USED TO SUPPORT OR EXPLAIN OTHER COMPETENT EVIDENCE.

PURSUANT TO ORDINANCE §2-2.1, CITY CODE, THE SOUTH MIAMI CITY COMMISSION HAS ADOPTED THESE PROCEDURES TO ALLOW THE USE OF EX-PARTE COMMUNICATIONS AS FOLLOWS:

1. THE ELECTED OR APPOINTED PUBLIC OFFICIAL SHALL DISCLOSE IN WRITING THE SUBJECT OF THE COMMUNICATION AND THE IDENTITY OF THE PERSON, GROUP, OR ENTITY WITH WHOM THE COMMUNICATION TOOK PLACE, AS SOON AS PRACTICABLE AFTER THE COMMUNICATION TAKES PLACE, WITH THE CITY CLERK AND MADE A PART OF THE RECORD AT THE HEARING BEFORE FINAL ACTION ON THE MATTER.
2. A LOCAL PUBLIC OFFICIAL MAY READ A WRITTEN COMMUNICATION FROM ANY PERSON. ANY WRITTEN COMMUNICATION THAT RELATES TO QUASI-JUDICIAL ACTION PENDING BEFORE A LOCAL PUBLIC OFFICIAL, SHALL NOT BE PRESUMED PREJUDICIAL TO THE ACTION, PROVIDED SUCH WRITTEN COMMUNICATION IS DISCLOSED AND MADE A PART OF THE RECORD BEFORE FINAL ACTION ON THE MATTER.
3. A LOCAL PUBLIC OFFICIAL MAY CONDUCT INVESTIGATIONS, MAKE SITE VISITS AND RECEIVE EXPERT OPINIONS REGARDING QUASI-JUDICIAL ACTION PENDING OR IMPENDING BEFORE HIM OR HER PROVIDED THAT SUCH ACTIVITIES AND THE EXISTENCE OF SUCH INVESTIGATIONS, SITE VISITS OR EXPERT OPINIONS IS MADE A PART OF THE RECORD BEFORE FINAL ACTION IS TAKEN ON THE MATTER.
4. DISCLOSURE MADE PURSUANT TO PARAGRAPHS 1, 2 AND 3 ABOVE MUST BE MADE BEFORE OR DURING THE PUBLIC MEETING AT WHICH A VOTE IS TAKEN ON SUCH MATTERS SO THAT PERSONS WHO HAVE OPINIONS CONTRARY TO THOSE EXPRESSED IN THE EX PARTE COMMUNICATION ARE GIVEN A REASONABLE OPPORTUNITY TO REFUTE OR RESPOND TO THE COMMUNICATION.

IT IS POSSIBLE THAT IF THE STATUTE OR ORDINANCE DISCUSSED ABOVE, OR A QUASI-JUDICIAL ACTION PENDING BEFORE THE COMMISSION OR BOARD ARE CHALLENGED, THAT A COURT MIGHT FIND THAT NEITHER THE LEGISLATURE NOR THE CITY COMMISSION HAD AUTHORITY TO ENACT THESE PROCEDURES CONCERNING EX PARTE COMMUNICATIONS, WHICH COULD RESULT IN THE ACTION TAKEN BEING REVERSED. YOU THUS PROCEED AT YOUR OWN RISK IN ENGAGING IN SUCH COMMUNICATIONS, AND THEY ARE NOT ENCOURAGED. THEY ARE, HOWEVER, THE POLICY OF THE LEGISLATURE AND CITY COMMISSION, AND UNTIL DETERMINED OTHERWISE BY THE LEGISLATURE OR THE COURTS, ARE LEGALLY PERMITTED BUT NOT WITHOUT POSSIBLE ADVERSE LEGAL CONSEQUENCES TO THE DETRIMENT OF THE CITY AND OTHER PARTIES.

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Ordinance

Agenda Section:

Subject:

An Ordinance amending the City of South Miami Code of Ordinances, Chapter IV Alcoholic Beverages, Article I, Sections 4-6, titled "Definitions of establishments; hours of operation; definition of alcoholic beverages" to revise the definitions and hours of operation. 3/5 (Commissioner Liebman)

Suggested Action:

Attachments:

[Ord Amending 4-6 jktCArev.docx](#)

An Ordinance amending the City of South Miami Code of Ordinances, Chapter IV Alcoholic Beverages, Article I, Sections 4-6, titled “Definitions of establishments; hours of operation; definition of alcoholic beverages” to revise the definitions and hours of operation.

WHEREAS, Section 4-6 defines numerous activities in general terms without providing clear objective standards, such as restaurants that offer a “full course meals”, or a structure that provides enough space for 100 people to dance, or a structure that provides enough space for people to dine; and

WHEREAS, typically, a full course dinner or meal has four or more meal courses and a multi-course meal can include two or more courses; and

WHEREAS, one guide to dance floors suggest budgeting 4.5 square feet of space for each person: and

WHEREAS, the City’s definition of a Nightclub requires space for 100 people to dance; and

WHEREAS, the phase “retail gift stores” is not found in the Code of Ordinances or the Land Development Code, other than in Section 4-6; and

WHEREAS, on online source suggests that banquet seating may use as little as 10 square feet per person, while fine dining may require 20 square feet per person and that it is common for most restaurants or coffee shops with that have a general menu to average about 15 square feet per person; and

WHEREAS, Section 562.14. Florida Statutes establishes the general hour and days of the week for the sale of alcoholic and intoxicating beverages by a licensed premises. However, it allows municipalities to change those days and hours or to eliminate the restriction altogether. Section 562.14, subsection (1) states:

(1) **Except as otherwise provided by county or municipal ordinance**, no alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place holding a license under the division between the hours of midnight and 7 a.m. of the following day. This section shall not apply to railroads selling only to passengers for consumption on railroad cars.

(2) **Except as otherwise provided by county or municipal ordinance**, no vendor issued an alcoholic beverage license to sell alcoholic beverages for consumption on the vendor’s licensed premises and whose principal business is the sale of alcoholic beverages, shall allow the licensed premises, as defined in s. 561.01(11), to be rented, leased, or otherwise used during the hours in which the sale of alcoholic beverages is prohibited. However, this prohibition shall not apply

1 to the rental, lease, or other use of the licensed premises on Sundays after 8 a.m.
2 Further, neither this subsection, nor any local ordinance adopted pursuant to this
3 subsection, shall be construed to apply to a theme park complex as defined in s.
4 565.02(6) or an entertainment/resort complex as defined in s. 561.01(18).

5
6 **WHEREAS**, the City desires to amend Chapter IV Alcoholic Beverages, Article I,
7 Sections 4-6 of the Code of Ordinances to provide more objective definitions and to change
8 the allowable hours for the sale and consumption of alcohol.

9
10 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY**
11 **COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:**

12
13 **Section 1.** Chapter IV Alcoholic Beverages, Article I, Sections 4-6, titled
14 “Definitions of establishments; hours of operation; definition of alcoholic beverages”, of
15 the Code of Ordinances, City of South Miami, Florida, is hereby amended and shall read
16 as follows:

17
18 Sec. 4-6. - Definitions of establishments; hours of operation; ~~definition of alcoholic~~
19 ~~beverages.~~

20 (a) ~~Definitions of establishments.~~ For purposes of this section, the words and terms
21 defined in this subsection ~~shall~~will have the following meanings: }

22 (1) Bar or lounge means a commercial establishment devoted primarily to the
23 sale of alcoholic beverages for consumption on the premises, and where entertainment may
24 also be provided.

25 (2) Restaurant means any building or structure or portion thereof which offers
26 or serves cooked, ~~full~~ multi-course meals ~~daily~~ prepared on the premises daily, and which
27 contains service bars for on-premises consumption only.

28 (3) Nightclub means any building, ~~any building or structure~~ or portion thereof
29 ~~room or rooms or other places~~ where the principal business shall be to provide food,
30 refreshments and entertainment, and which provides: (a): Where 2,000 square feet
31 accommodations for the service of meals to at least two hundred (200) persons is provided;
32 and (b): Where a band, orchestra or some other form of musical entertainment is provided
33 for dancing; and (c): Where sufficient space, 450 square feet free from tables and chairs
34 or other obstructions, is provided to enable one hundred (100) persons to for dancing.

35 (4) Package store ~~shall include~~ means any building or structure or portion
36 thereof that is used for all establishments engaged in the sale of alcoholic beverages for
37 off-premises consumption off the premises only, but shall it does not include grocery stores
38 and supermarkets.

39 (5) Gift basket ~~shall~~ means the sale of beer or ~~and~~ wine packaged as part of a
40 gift basket from florists or other retail gift stores for off-premises consumption.

41 (b) Hours of operation. It shall be ~~unlawful~~ for any person who is, corporation or
42 entity licensed for the to sell on premises premises consumption of alcoholic beverages
43 for on-premises or off-premises consumption, to sell or offer for sale such alcoholic
44 beverages, or to be open for business after 5:00 a.m. on any day nor before 11:00 a.m. on
45 any day but Sunday. On Sundays, all licensed establishments shall not sell or offer for sale
46 such beverages before 1:00 p.m. except that restaurants, as defined in section 4-6(a)(2)

1 ~~shall be permitted to sell or offer for sale such beverages on Sundays beginning at 10:00~~
2 ~~a.m. during all hours of all days of the week (e) Alcoholic beverages defined. Alcoholic~~
3 ~~beverages as used in this section and throughout this Code shall be defined as: distilled~~
4 ~~spirits and all beverages containing one half of one percent or more alcohol by volume.~~

5
6 **Section 2. Codification.** The provisions of this ordinance shall become and be
7 made a part of the Code of Ordinances of the City of South Miami as amended.

8
9 **Section 3. Severability.** If any section, clause, sentence, or phrase of this
10 ordinance is for any reason held invalid or unconstitutional by a court of competent
11 jurisdiction, this holding shall not affect the validity of the remaining portions of this
12 ordinance.

13
14 **Section 4. Ordinances in Conflict.** All ordinances or parts of ordinances and all
15 sections and parts of sections of ordinances in direct conflict herewith are hereby repealed.

16
17 **Section 5. Effective Date.** This ordinance shall become effective upon enactment.

18
19 **PASSED AND ENACTED** this ____ day of _____, 2018.

20
21 ATTEST:

APPROVED:

22
23 _____
24 CITY CLERK
25 1st Reading
26 2nd Reading

27 _____
28 MAYOR

29 READ AND APPROVED AS TO FORM, COMMISSION VOTE:
30 LANGUAGE, LEGALITY AND
31 EXECUTION THEREOF

Mayor Stoddard:
Vice Mayor Harris:
Commissioner Welsh:
Commissioner Liebman:
Commissioner Gil:

32
33 _____
34 CITY ATTORNEY

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Ordinance

Agenda Section:

Subject:

An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article VI, Section 20-6.1(C)(4)(c) to amend the powers of the ERPB and to make other revisions concerning appeals. 3/5 (Commissioner Welsh)

Suggested Action:

Attachments:

[Ord Amending 20-6.1\(C\)\(4\)v2.docx](#)

1
2 **Section 2. Codification.** The provisions of this ordinance shall become and be
3 made part of the Code of Ordinances of the City of South Miami as amended.

4
5 **Section 3. Ordinances in Conflict.** All ordinances or parts of ordinances and
6 all sections and parts of sections of ordinances in direct conflict herewith are hereby
7 repealed.

8
9 **Section 4. Severability.** If any section, clause, sentence, or phrase of this
10 ordinance is for any reason held invalid or unconstitutional by a court of competent
11 jurisdiction, this holding shall not affect the validity of the remaining portions of this
12 ordinance or the Guidelines adopted hereunder.

13
14 **Section 5. Effective Date.** This ordinance shall become effective upon
15 enactment and shall apply retroactively to all appeals regarding any matter that was filed
16 for review with the Environmental Review and Preservation Board.

17
18 PASSED AND ENACTED this ____ day of _____, 2018.

19
20 ATTEST:

APPROVED:

21
22
23 _____
24 CITY CLERK
25 1st Reading
26 2nd Reading

27
28 _____
29 MAYOR

30 READ AND APPROVED AS TO FORM:
31 LANGUAGE, LEGALITY AND
32 EXECUTION THEREOF

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

33
34 _____
35 CITY ATTORNEY
36

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Nkenga Payne

Submitting Department: City Manager

Item Type: Presentation

Agenda Section:

Subject:

Board of Realtors - Container Structure

Suggested Action:

Attachments:

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Presentation

Agenda Section:

Subject:

Roberto Rabelo - What is #ICKDOUCLK?

Suggested Action:

Attachments:

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section:

Subject:

11.20.18 minutes

Suggested Action:

Attachments:

[11.20.18 Minutes.pdf](#)

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City of South Miami Regular City Commission Minutes November 20, 2018

The City Commission met in regular session on Tuesday, November 20, 2018, beginning at 7:00 pm, in the City Commission Chambers 6130 Sunset Drive, South Miami, FL.

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A) SILENCE OR TURN OFF ALL CELL PHONES

B) ADD-ON ITEM(S)

C) ROLL CALL

The following members of the City Commission were present: Mayor Philip Stoddard, Vice Mayor Walter Harris, Commissioner Bob Welsh, Commissioner Josh Liebman and Commissioner Luis Gil.

Also in attendance were: Steven Alexander, City Manager, Thomas Pepe, City Attorney and Nkenga A. Payne, City Clerk.

D) MOMENT OF SILENCE

The moment of silence was dedicated to Stephanie Rose Oliveros who passed away recently. She is the daughter of former Vice Mayor/Commissioner Armando Oliveros.

E) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

F) LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

G) PRESENTATIONS

Jim Camacho was presented a proclamation for outstanding community service.

H) APPROVAL OF MINUTES

H1.) 11.06.18 minutes

Moved by Mayor Stoddard, seconded by Vice Mayor Harris, the motion to approve the 11.06.18 minutes passed by a 5 - 0 vote:

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil

Nay : None

I) CITY MANAGER'S REPORT

(report attached)

J) CITY ATTORNEY'S REPORT

Mr. Pepe reported on the following: Cody vs CSM case, chronic nuisance ordinance and FPL case.

K) PUBLIC REMARKS

The following individuals spoke during public remarks: Alvaro Rodriguez, Dick Ward and John Edward Smith.

L) BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

M) COMMISSION REPORTS, DISCUSSION & REMARKS

The following is a summary of the Commission remarks:

Commissioner Liebman: State of City Address, Chamber South Art Show reduction in artist, restaurants competing with food trucks during the art show; curbside pick-up for three restaurants on 59th Place in downtown and revisit the blue laws.

Commissioner Gil: thanked South Miami Hospital & staff for State of city address, turkey giveaway and Santa Elves Parade.

1 Vice Mayor Harris: Happy Thanksgiving, Art Show, Shops at Sunset and turkey giveaway,
2 thanked staff and Interval International.

3
4 Commissioner Welsh: suggested closed stores to loan out there space to artist to attract
5 street traffic and meeting with Parks regarding tot lot at Van Smith Park, residents do not want
6 that but want to a block party at the park.

7
8 Mayor Stoddard: thanked City staff, South Miami Hospital, South Miami Middle School
9 Jazz band for contributions to the State of the City Address, downtown problems, South Miami
10 needs to compete with surrounding cities to save downtown and ERPB deferral of the Madison
11 Square project.

12
13 **N) CONSENT AGENDA**

14 Commissioner Welsh pulled item #9 from the Consent Agenda.

- 15
16
17 1.) A Resolution authorizing the City Manager to execute the FY2018 Community
Development Block Grant (CDBG) Agreement with Miami-Dade County for the
South Miami Senior Meals Program. 3/5 (City Manager)

18
19 Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve
20 Resolution No. 210-18-15243 authorizing the City Manager to execute the FY2018 Community
21 Development Block Grant (CDBG) Agreement with Miami-Dade County for the South Miami
22 Senior Meals Program passed by a 5 - 0 vote:

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Yea:	Mayor Stoddard Vice Mayor Harris Commissioner Welsh Commissioner Liebman Commissioner Gil
Nay :	None

- 31 2.) A Resolution authorizing the City Manager to execute Amendment One to the
32 agreement for the Gibson-Bethel Community Center Renovation project with
33 Miami-Dade County. 3/5 (City Manager)

34
35 Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve
36 Resolution No. 211-18-15243 authorizing the City Manager to execute Amendment One to the
37 agreement for the Gibson-Bethel Community Center Renovation project with Miami-Dade
38 County passed by a 5 - 0 vote:

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Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

3.) A Resolution authorizing the City Manager to purchase and install a vehicle charging station for City Hall from LilyPad EV onto a piggyback agreement from Sourcewell, a governmental service purchasing cooperative. 3/5 (City Manager-Finance)

Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve Resolution No. 212-18-15245 authorizing the City Manager to purchase and install a vehicle charging station for City Hall from LilyPad EV onto a piggyback agreement from Sourcewell, a governmental service purchasing cooperative passed by a 5 - 0 vote:

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

4.) A Resolution authorizing the City Manager to purchase goods and services from Florida State Refrigeration Inc. for the supply, delivery, and installation of a new Trane 5 Ton A/C unit at the Police Station. 3/5 (City Manager-Public Works Dept.)

Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve Resolution No. 213-18-15246 authorizing the City Manager to purchase goods and services from Florida State Refrigeration Inc. for the supply, delivery, and installation of a new Trane 5 Ton A/C unit at the Police Station passed by a 5 - 0 vote:

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil

Nay : None

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- 5.) A Resolution authorizing the City Manager to permit Das Renn Treffen to hold its 5th annual DRT Porsche Car Show on February 9th and 10th, 2019 in downtown South Miami and for a waiver of certain special event fees. 3/5 (City Manager-Parks & Recreation)

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Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve Resolution No. 214-18-15247 authorizing the City Manager to permit Das Renn Treffen to hold its 5th annual DRT Porsche Car Show on February 9th and 10th, 2019 in downtown South Miami and for a waiver of certain special event fees passed by a 5 - 0 vote:

Yea: Mayor Stoddard
 Vice Mayor Harris
 Commissioner Welsh
 Commissioner Liebman
 Commissioner Gil

Nay : None

10

- 6.) A Resolution authorizing the City Manager to permit VolksBlast, Inc. to hold its annual Car Show event on Sunday, January 27, 2019, on 72nd Street (Sunset Drive) from South Dixie Highway to 57th Avenue (Red Road) and to waive certain City fees. 3/5 (City Manager-Parks & Recreation)

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Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve Resolution No. 215-18-15248 authorizing the City Manager to permit VolksBlast, Inc. to hold its annual Car Show event on Sunday, January 27, 2019, on 72nd Street (Sunset Drive) from South Dixie Highway to 57th Avenue (Red Road) and to waive certain City fees passed by a 5 - 0 vote:

Yea: Mayor Stoddard
 Vice Mayor Harris
 Commissioner Welsh
 Commissioner Liebman
 Commissioner Gil

Nay : None

17

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- 7.) A Resolution authorizing the City Manager to purchase a 2019 Ford F-150 Extended Cab 4WD truck from Duval Ford, LLC through the Sheriffs Contract FSA18-VEL26.0. 3/5 (City Manager-Parks & Recreation)

19

1 Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve
2 Resolution No. 216-18-15249 authorizing the City Manager to purchase a 2019 Ford F-150
3 Extended Cab 4WD truck from Duval Ford, LLC through the Sheriffs Contract FSA18-VEL26.0
4 passed by a 5 - 0 vote:
5

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

6
8.) A Resolution authorizing the City Manager to execute a fiscal-year agreement
with Sunshine Gasoline Distributors, Inc. for the purchase and delivery of bulk
fuel gasoline and diesel for the City's vehicle fleet and equipment. 3/5 (City
Manager-Public Works)

8
9 Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve
10 Resolution No. 217-18-15250 authorizing the City Manager to execute a fiscal-year agreement
11 with Sunshine Gasoline Distributors, Inc. for the purchase and delivery of bulk fuel gasoline and
12 diesel for the City's vehicle fleet and equipment passed by a 5 - 0 vote:
13

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

14
15 O) RESOLUTION(S)

16
17 9.) A Resolution authorizing the City Manager to negotiate and enter into a
contract with Bacallao Construction & Engineering Development LLC for
parking area and drainage construction improvements to Palmer Park. 3/5
(City Manager-Public Works & Engineering)

18
19 Commissioner Welsh's pulled this item to inquire about the contingency amount.
20 Aurelio Carmentes said that the contingency is for any unforeseen issues that come up but if
21 not used the contingency amount would go towards another project.
22

1 Moved by Mayor Stoddard, seconded by Vice Mayor Harris, the motion to approve
2 Resolution No. 218-18-15251 authorizing the City Manager to negotiate and enter into a
3 contract with Bacallao Construction & Engineering Development LLC for parking area and
4 drainage construction improvements to Palmer Park passed by a 5 - 0 vote:
5

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

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7
8 10.) A Resolution authorizing the City Manager to expend an amount not to exceed \$9,986 with Gabriel Roeder Smith & Company to perform an Actuarial Projection Study of adding additional positions to the Administration Management Service Class (AMSC) and provide for an annual open enrollment period for members who previously elected to participate in the City's defined contribution plan to join as second tier members as well as to prepare an Actuarial Impact Statement including a Deferred Retirement Option Program (DROP) in the City of South Miami Pension Plan. 3/5 (City Manager-Finance)

9
10 Moved by Mayor Stoddard, seconded by Vice Mayor Harris, the motion to approve
11 Resolution No. 219-18-15252 authorizing the City Manager to expend an amount not to exceed
12 \$9,986 with Gabriel Roeder Smith & Company to perform an Actuarial Projection Study of
13 adding additional positions to the Administration Management Service Class (AMSC) and
14 provide for an annual open enrollment period for members who previously elected to
15 participate in the City's defined contribution plan to join as second tier members as well as to
16 prepare an Actuarial Impact Statement including a Deferred Retirement Option Program
17 (DROP) in the City of South Miami Pension Plan passed by a 5 - 0 vote:
18

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

19
20 P) RESOLUTION(S) PUBLIC HEARING(S)
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22

11.) A Resolution authorizing the City Manager to enter into multi-year a Marketing Licensing Agreement with Utility Services Partners d/b/a Service Line Warranties of America, onto a piggyback agreement from the City of Miramar, who administers the National League of Cities Service Line Program offered to City residents on a voluntary basis to assist residents with sewer and water line repairs or replacements. 3/5 (City Manager)

1
2 The public hearing on this item was opened and closed with no speakers.
3

4 Moved by Mayor Stoddard, seconded by Commissioner Liebman, the motion to approve
5 Resolution No. 220-18-15253 authorizing the City Manager to enter into multi-year a Marketing
6 Licensing Agreement with Utility Services Partners d/b/a Service Line Warranties of America,
7 onto a piggyback agreement from the City of Miramar, who administers the National League of
8 Cities Service Line Program offered to City residents on a voluntary basis to assist residents with
9 sewer and water line repairs or replacements passed by a 5 - 0 vote:
10

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

11
12 Q) ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)
13

12.) An Ordinance adopting an amendment to the City of South Miami Comprehensive Plan to amend the future land use category "Parks And Open Space" and to amend the Future Land Use Map of the Comprehensive Plan, to identify the area located under the Metrorail, including the Underline Linear Park, as part of the City's Parks and Open Space, and authorizing transmittal to the Florida Department of Economic Opportunity and other review agencies. 4/5 (City Manager-Planning Dept.)

15
16 The following spoke during the public hearing on this item: Gary Simon and John Edward
17 Smith.
18

19 It was moved by Mayor Stoddard and seconded by Commissioner Liebman to change
20 the Underline to The Underline and Urban Trail and Linear Park. The motion passed
21 unanimously.

1 Moved by Mayor Stoddard, seconded by Commissioner Welsh, the motion to approve
2 as amended Ordinance No. 22-18-2311 adopting an amendment to the City of South Miami
3 Comprehensive Plan to amend the future land use category "Parks And Open Space" and to
4 amend the Future Land Use Map of the Comprehensive Plan, to identify the area located under
5 the Metrorail, including the Underline Linear Park, as part of the City's Parks and Open Space,
6 and authorizing transmittal to the Florida Department of Economic Opportunity and other
7 review agencies passed by a 5 - 0 vote:
8

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

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11 13.) An Ordinance amending the City of South Miami Land Development Code, Chapter 20 Article II, Section 20-2.3 titled "Definitions", to amend the definition of the word "Family". 3/5 (Commissioner Gil)

12
13 Moved by Mayor Stoddard, seconded by Commissioner Welsh, the motion to table this
14 item passed by a 5 - 0 vote:
15

Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

16
17 14.) An Ordinance amending the City of South Miami Code of Ordinances, Chapter 15, to create a new Article, Article IV titled "Chronic Nuisance" to regulate Chronic Nuisance Properties including provisions concerning enforcement, remedies and penalties. 3/5 (Commissioner Welsh)

18
19 It was moved by Mayor Stoddard and seconded by Commissioner Liebman to use the
20 amended version as modified by the city manager. The motion passed unanimously.
21

22 Moved by Commissioner Welsh, seconded by Mayor Stoddard, the motion to defer this
23 item until the seconded meeting in December passed by a 5 - 0 vote:

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Yea: Mayor Stoddard
Vice Mayor Harris
Commissioner Welsh
Commissioner Liebman
Commissioner Gil
Nay : None

R) ORDINANCE(S) FIRST READING(S)

At this point, the Commission discussed the items raised by Commissioner Liebman, curbside parking and food trucks at downtown festivals.

S) ADJOURNMENT

There being no further business to come before this Body, the meeting was adjourned at 8:42 p.m.

Attest:

Approved:

Nkenga A. Payne
City Clerk

Philip K. Stoddard
Mayor

To: The Honorable Mayor & Members of the City Commission

FROM: Steven Alexander

DATE: November 20, 2018

SUBJECT: Managers Report

Sunday, December 2nd @ 2:00 PM
Elves Parade (Sunset Drive)

New Thor Guard technology systems have been installed at Palmer Park and South Miami Park. Thor Guard uses predictive technology to warn park visitors that conditions are favorable for lightning strike, and a horn will sound alerting people to clear the area.

The systems are activated daily from 9a-9p at Palmer Park and 9a-8p at South Miami Park. When triggered, the horn is loud and may take some time to get use to by area residents. Signage is being posted at park entrance and near playing fields to notify visitors about the system.

We had a meeting with Alice Bravo Director of Public Works and Transit Department yesterday, here in our conference room. She was able to spend an hour discussing a wide range of issues from crosswalk striping to an exit for our police to US-1, traffic calming and other issues. Perhaps the most important subject was the possibility of a pedestrian overpass at US-1.

We were able to secure her commitment to assist us with identifying revenue sources and facilitating approval from FDOT. She is going to supply us with minimum foot print dimensions for the landing area of a bridge and we are both going to look at possible siting opportunities.

**CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
M E M O R A N D U M**

Of major note was her dismissal of the idea that a span over the metro rail tracks and cars would be a problem, which perhaps may allow us to have the beginning point of one end of the bridge be anchored on the existing parking garage at the station.

A renovation of the audio-visual system is starting on **November 27** and is expected to run through **December 3**, to be ready for ERPB on December 4. Our vendor will be providing the necessary equipment to broadcast a message on Atlantic Broadband and U-verse that the City is renovating the broadcast equipment until December 4. Potential viewers should expect a two (2) day outage at some point during this period and possible additional intermittent outages until the project is done. **Public meeting videos will be available through Granicus during the renovation.**

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Resolution

Agenda Section:

Subject:

Shari Kamali, an active employee of the City designated by the City Manager, has been re-appointed to serve on the City of South Miami Pension Board for a two-year term ending December 30, 2020.

Suggested Action:

Attachments:

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Resolution

Agenda Section:

Subject:

A Resolution rescheduling the City Commission meeting of Tuesday, December 18, 2018. 3/5 (City Commission)

Suggested Action:

Attachments:

[Resolution_rescheduling_meeting_Dec_18_to_13th_2018 \(1\).doc](#)

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Resolution

Agenda Section:

Subject:

A Resolution rescheduling the City Commission meeting of Tuesday, January 1, 2019. 3/5 (City Commission)

Suggested Action:

Attachments:

[Resolution_rescheduling_meeting_Jan_1_to_3rd_2019.doc](#)

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Maria Garcia

Submitting Department: City Manager

Item Type: Resolution

Agenda Section:

Subject:

A Resolution re-appointing Alfredo Riverol, to serve on the Pension Board for a two-year term ending December 30, 2020. 3/5 (City Commission)

Suggested Action:

Attachments:

[Resolution_appt_AR_Pension_Bd.riverol3 \(1\).docx](#)

44 **WHEREAS**, Sec. 2-22 “Term Limits” of the Code of Ordinances, as amended by
45 Ordinance No. 06-14-2184, dated April 15, 2014, provides that the appointer, or his or her
46 successor in office, may extend the term limits of his or her appointment with the advice and
47 consent of a majority of the City Commission; and
48

49 **WHEREAS**, pursuant to Sec. 2-22 “Term Limits” of the Code of Ordinances, this will
50 be Mr. Riverol’s fifth two-year term.
51

52 **WHEREAS**, Mayor and Commission desires to re-appoint Mr. Riverol to serve on the
53 Board of Trustees for an additional two-year term exceeding the City’s term limit ordinance as
54 an allowable exception.
55

56 **WHEREAS**, the Appointment shall expire December 30, 2020; and
57

58 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY**
59 **COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, THAT:**
60

61 **Section 1.** The City Commission finds that the conditions have been met for
62 extending Mr. Alfredo Riverol’s term limits and the City Commission hereby re-appoints Alfredo
63 Riverol to the Board of Trustees for the South Miami Pension Plan for an additional two-year term.
64

65 **Section 2: Severability.** If any section, clause, sentence, or phrase of this resolution is for
66 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not
67 affect the validity of the remaining portions of this resolution.
68

69 **Section 3.** This resolution shall take effect immediately upon adoption.
70

71 PASSED AND ADOPTED this ____day of _____, 2018.
72

73 ATTEST:
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75 _____
76 CITY CLERK
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73 APPROVED:
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75 _____
76 MAYOR
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79 READ AND APPROVED AS TO FORM,
80 LANGUAGE, LEGALITY AND
81 EXECUTION THEREOF
82

78
79 COMMISSION VOTE:
80 Mayor Stoddard:
81 Vice Mayor Harris:
82 Commissioner Gil:
83 Commissioner Liebman:
84 Commissioner Welsh:
85

85 _____
CITY ATTORNEY

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Marcus Lightfoot

Submitting Department: Planning & Zoning Department

Item Type: Resolution

Agenda Section:

Subject:

A Resolution related to a request pursuant to Section 20-4.5.1(A)(3) of the Land Development Code, to waive the tree mitigation fee for a property located at 6471 Sunset Drive. 3/5 (City Manager-Planning Dept.)

Suggested Action:

Attachments:

[Cover Memo 6471 Sunset Drive Tree Mitigation.docx](#)

[Resolution_6471_Sunset_Drive_Tree_Mitigation_Waiver_line_numbers.docx](#)

[ZTR18-0294 - Tree Mitigation Fee Waiver Request.pdf](#)

[ZTR18-0294 - Tree Removal Permit Package.pdf](#)

[Tree resource evaluation for two strangler figs at 6471 Sunset Drive, South Miami.pdf](#)



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor & Members of the City Commission
VIA: Steven Alexander, City Manager
FROM: Jane Tompkins, Planning and Zoning Director
DATE: December 4, 2018

SUBJECT:

A Resolution related to a request pursuant to Section 20-4.5.1(A)(3) of the Land Development Code, to waive the tree mitigation fee for a property located at 6471 Sunset Drive.

BACKGROUND:

On February 21, 2018, the owners of the property located at 6471 Sunset Drive submitted tree removal permit #ZTR18-0294, requesting approval to remove two (2) Strangler Fig trees on their property. On March 20, 2018, Jeff Shimonski, the City's contracted arborist, performed a tree resource evaluation on the trees. Based on his evaluation, the two (2) trees had the following dimensions:

	Scientific Name	Common Name	DBH	H/Ct	Canopy	Condition
Tree #1	Ficus aurea	Strangler Fig	25"	25'	35'	Moderate
Tree #2	Ficus aurea	Strangler Fig	52"	90'	65'	Moderate

While Mr. Shimonski recommended the removal of Tree #1, he denied the removal of Tree #2 stating that it could be retained if dead and decaying wood and weakly attached branches in the canopy were removed by a competent and qualified arborist. He also recommended that the tree be annually monitored by a qualified ISA Certified Arborist to determine the health and structural stability of tree and to prescribe further pruning if necessary. Based on the report provided by Mr. Shimonski, it was determined that both Tree #1 and Tree #2 are specimen sized trees.

REQUEST:

The applicant is requesting that the City Commission waive the tree mitigation fee that is required for the removal of any specimen sized tree in the City.

ANALYSIS:

After review of the tree resource evaluation report provided by Mr. Shimonski, it was determined that both Tree #1 and Tree #2 are specimen sized trees. Section 20-4.5(B)(46) of the LDC provides the following definition for what a specimen tree is:

Specimen Tree: A tree with a DBH of eighteen (18) inches or greater. Dade County Pines of DBH exceeding twelve (12) inches or Cabbage Palms with trunks greater than six (6) feet. The following types of trees that meet these criteria shall not be considered specimen trees:

- (a) Non-native species of the genus Ficus.
- (b) All multi-trunk trees in the palm family, except the Paurotis palm (*Accelorrhaphe wrightii*).
- (c) All nuisance plant species.
- (d) Prohibited plant species.
- (e) Non-native fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to, mangoes, avocados, or species of citrus.

Pursuant to Section 20-4.5.1(A)(3) of the LDC, the removal of a specimen sized tree requires that replacement trees be planted to mitigate their removal and a tree mitigation fee of \$1,000 shall be paid into the City's Tree Trust Fund in addition to any required mitigation. Due to the burdensome cost of the tree mitigation fee, the applicant was unable to remove Tree #1 even though it was recommended that it be removed.

Because there was no instrument in place for waiving the tree mitigation fee, Section 20-4.5.1(A)(3) of the LDC was amended via Ordinance #21-18-2310 on November 6, 2018 to provide for a process by which the Commission can waive the fee when the tree affects the health, safety or welfare of an individual or to protect property that is endangered by the tree.

As listed in the tree resource evaluation report provided by Mr. Shimonski, Tree #1 suffers from decay in its base as well as its main branch. Because of that, the tree is susceptible to failure over time.

The arborist also inspected Tree #2 and found that it could be retained if dead and decaying wood, and weakly attached branches in the canopy are removed by a competent and qualified arborist. Many of the longer branches on this tree can be reduced in size thereby accomplishing a reduction in the height and weight of the canopy. Because of that, its removal has been denied.

RECOMMENDATION:

Staff recommends that the City Commission approve the request and waive the tree mitigation fee for Tree #1. This approval should be subject to the following terms and conditions as well as all applicable City ordinances, codes, rules and regulations:

1. The applicant pays the permit application fee; and
2. Canopy lost due to the removal of Tree #1 be mitigated as required by the Land Development Code or the County Code if more restrictive.

Attachments:

- Application Package
- Draft resolution

1 READ AND APPROVED AS TO FORM,
2 LANGUAGE, LEGALITY AND
3 EXECUTION THEREOF

4 _____
5
6 CITY ATTORNEY

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

Commissioner Robert Welsh
City of South Miami
City Hall First Floor
South Miami, FL 33143

November 17, 2018

Re: 6471 Sunset Drive application for tree removal

Dear Commissioner Welsh:

It is our understanding that the City of South Miami commissioners voted unanimously on November 6, 2018 to amend the City of South Miami Land Development Code, Chapter 20 Article IV, Section 20-4.5.1 subsection A paragraph (3) concerning the tree mitigation fee.

Based on the approved amendment this letter serves to request a waiver of the required \$1,000 (per tree) fee payable to the City's Tree Trust Fund for the two ficus trees on our property referenced above. We have requested removal of both trees in order to protect our property and ourselves.

Thank you.

Sincerely,

 
Nancy and Edwin R. Stroh, III

cc: Marcus Lightfoot, Senior Planner/Zoning Administrator

APPLICATION FOR TREE REMOVAL

Project Address: 6471 SUNSET DR., Folio #: 09-4025-071-0050

Property Owner/Applicant: EDWIN R STROH Phone: 305-213-2870

Address: 6471 SUNSET DR.
NANCY WILLIAMS STROH

Work To Be Performed By (check one): Contractor Owner/Builder

Contractor: N/A Phone: N/A

Address: N/A

Application Type: Removal Relocation Removal & Relocation Modification Extension

After-the-Fact: Yes No

Please list tree species (be specific), or refer to tree survey/landscape plan sheet No.: _____

FICUS AUREA

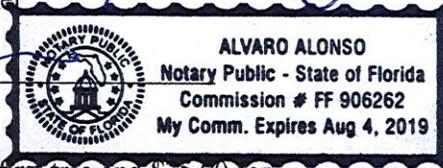
Use of property (check one): Commercial Residential

Signature of Contractor/Qualifier _____

Nancy Williams Stroh
Signature of Property Owner

Notary: _____

Notary: _____



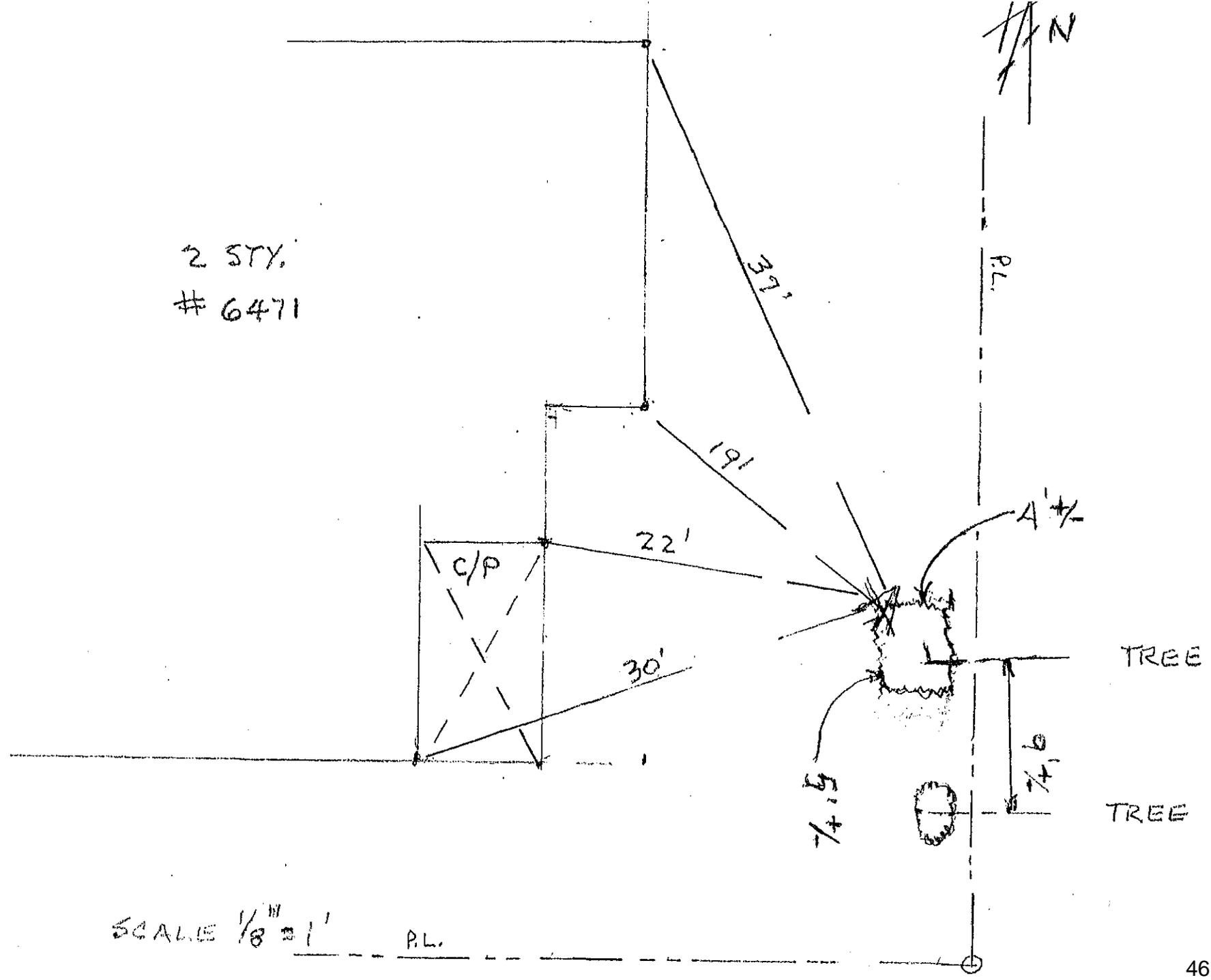
Two copies of a site plan and/or tree survey must be included.
Depending on the type of tree(s), the fee for a tree removal permit is \$75.00 for the first tree and \$35.00 for each additional tree.

This permit may be approved with conditions, limitations, and/or restrictions.

OFFICE USE ONLY			
PLANNING & ZONING DEPARTMENTAL APPROVAL		YES	NO
Does this application involve a Natural Forest Community?			
Does this application involve protected and/or specimen trees?			
Has this application been incomplete for 120 days or more?			
Effective Date:	Expiration Date:	Approved? If yes, by:	

Conditions, limitations, restrictions, if any: _____

2 STY.
6471



SCALE 1/8" = 1' P.L.

Richard A. Barocas
ISA Certified Arborist
7565 SW 135 St.
Pinecrest, FL 33156
*786.412.0774 * barocasr@bellsouth.net*

Arborist Report

Prepared for: Orr's Pond, City Of South Miami, Miami-Dade County.

To: Stroh, Edwin and Nancy.

Property: 6471 Sunset Drive, South Miami, FL 33143
Folio: 09-4025-071-0050

Date of site visits: December 11, 2017 and January 23, 2018

2-Page Report and 13 images.

Tree I.D., size and condition:

1. Strangler fig, (*Ficus aurea* – north tree), 52" dbh X 65'h X 75's
 - This specimen tree appears to be in good condition.
2. Strangler fig, (*Ficus aurea* – south tree), 24" dbh X 25'h X 20's
 - This specimen tree appears to be in moderate condition.

Arborist notes: I was requested to do an assessment of these two Strangler fig trees, growing side-by-side (8' center to center), due to the property owners concern of failure of either or both, primarily considering their exposure to Hurricane force winds.

I do not have the TRAQ (Tree Risk Assessment Qualification) credential now offered by The ISA (The International Society Of Arboriculture). My assessment is based on my 13-years of experience in the local tree industry, of which 8-years have been as a certified arborist, including performing tree evaluations on a daily basis. I have also witnessed before and after results of Hurricane damaged trees following Hurricanes Katrina, Wilma and Irma (as well as, Andrew in an unofficial capacity). Additionally, I have earned the required annual CEU's by attending ISA continuing education seminars and field training.

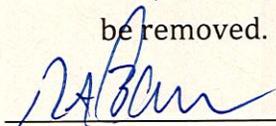
Arborist assessment: All comments are based on a visual inspection.

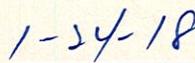
Tree 1. This tree appears to be in an overall healthy condition, however, does offer some structural concerns when considering its likelihood of failure. The east side of the trunk is located within 36" of the street and the west side of the trunk within 36" of a tiled walkway. The visible surface anchoring roots appear to have been root pruned in the past along the street and in close proximity to the tiled walkway (both within the critical root zone). The 3 to 4 primary vertical leaders of the tree maintain a very large diameter, 16" to 20+" (therefore offering significant weight) well above 50% of the height of the canopy. All of the areal support roots that would normally be present to support large diameter lateral and scaffold branches, appear to have been trimmed away, so as not to contact the street and surrounding yard area. The tree has "lifted" the grade surrounding it and has numerous arid cavities offering decay. However, these cavities are difficult to visually evaluate based on surrounding ground cover and configuration. In order to protect the roof of the residence the canopy has been side-cut to the west, therefore, creating an out-of-balance canopy to the east. Along the central leader, at approximately 15' above grade there is a large bark inclusion, adjacent to an old heading-cut wound (I suspect hosting an area of weakness).

Tree 2. This tree appears to be in a moderately healthy condition and poor structural condition. It is basically unidirectional, offering no canopy to the west. Its structure is primarily a trunk that has one bifurcation, transitioning into two canopy branches. On the east facing trunk, within the lower 48", there are multiple cavities of decay (at 19", 32" and 44" elevation, respectively). From a height of 12' to 15' along the east facing trunk there is a major cavity measuring 36"L X 10"w X 50% of trunk diameter. This tree also appears to have had root pruning along the street. This tree also offers numerous trunk cavities at grade.

Summary: Although these trees are our native species of *Ficus*, which generally offers excellent anchoring as compared to non-native *Ficus*, my concern of failure is based primarily on the possible load forces presented by Hurricanes, which may exceed the strength of the trees. The smaller tree due to its poor structure and the larger tree due to long-term decay issues at grade level and tremendous unsupported self-weight within an unbalanced canopy. Pruning of the canopy to improve the balance and reduce branch weight to the degree needed, reducing the risk of failure to an acceptable level (in my opinion), would result in damaging the tree and violating all acceptable pruning practices.

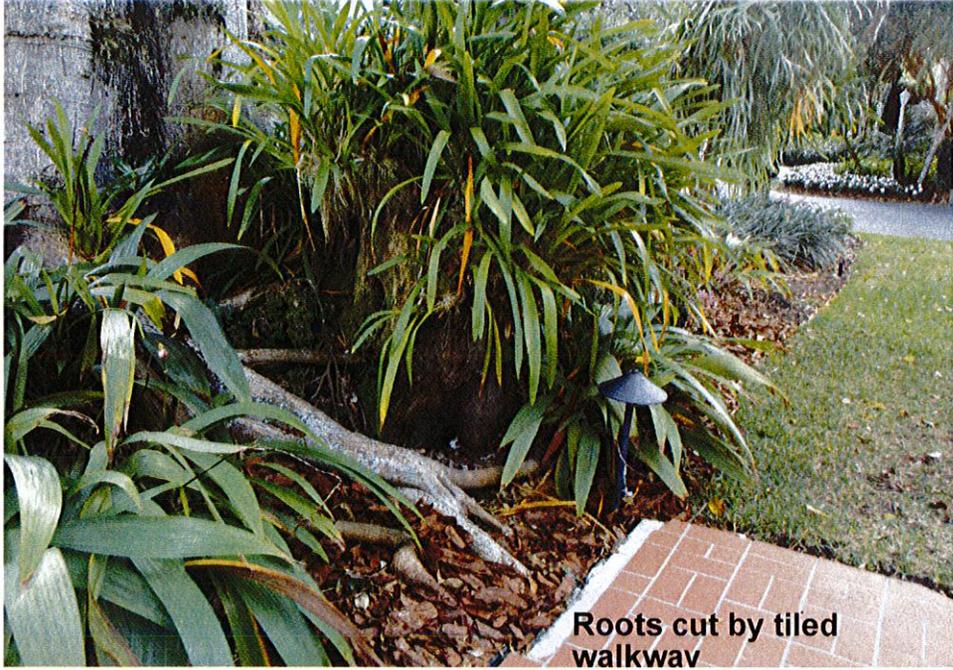
Therefore, based on my visual assessment of both trees, i.e., their condition, location, proximity to structures, vehicles and pedestrians, along with the concerns of the property owner, **I do believe these trees should be considered for removal, with proper mitigation.** Certainly the smaller tree, which is understory of the larger tree would be a well justified removal if the larger tree is to be removed.


Richard A. Barocas, ISA Arborist, FL6342A


Date

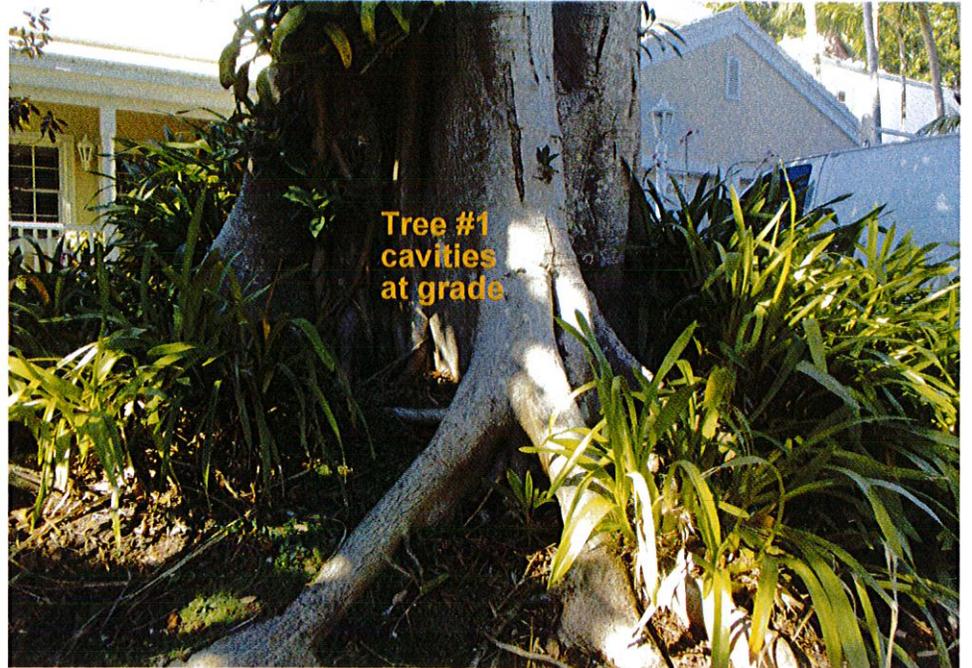


Stroh / 6471 Sunset Drive/ Orr's Pond

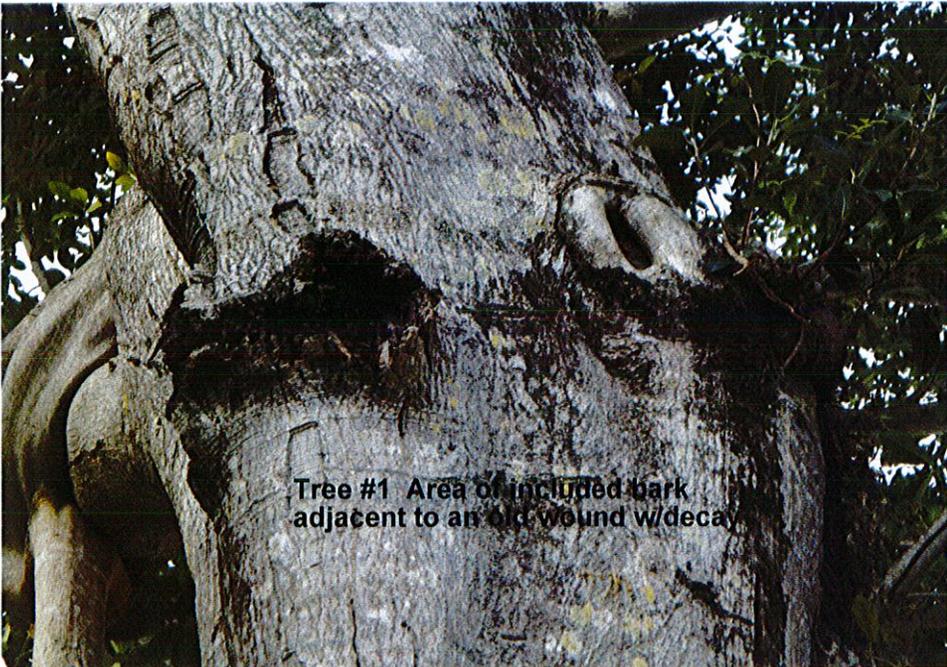




Tree #1 Decay and cavities



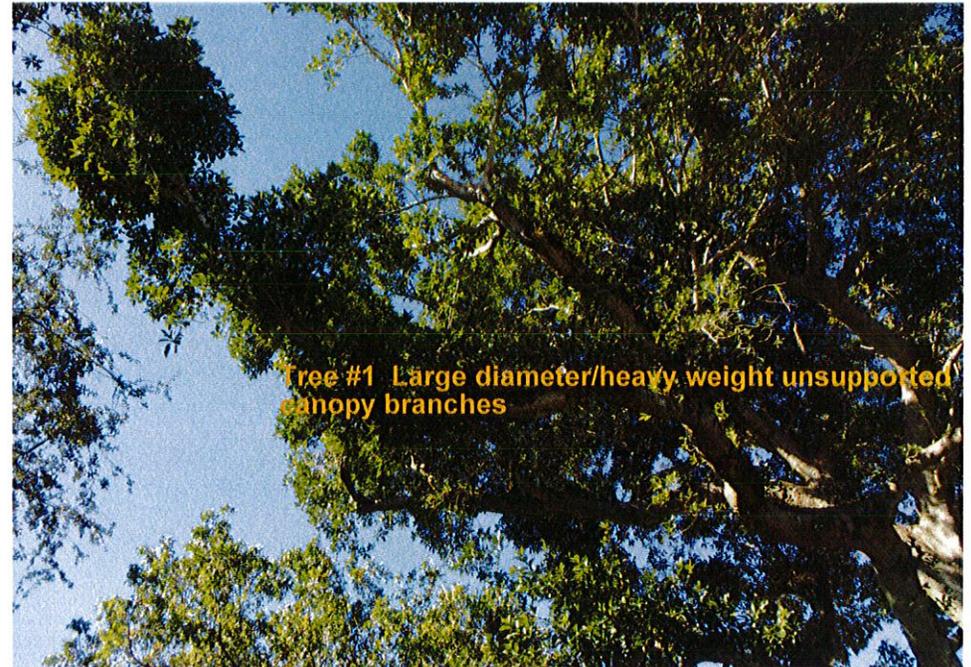
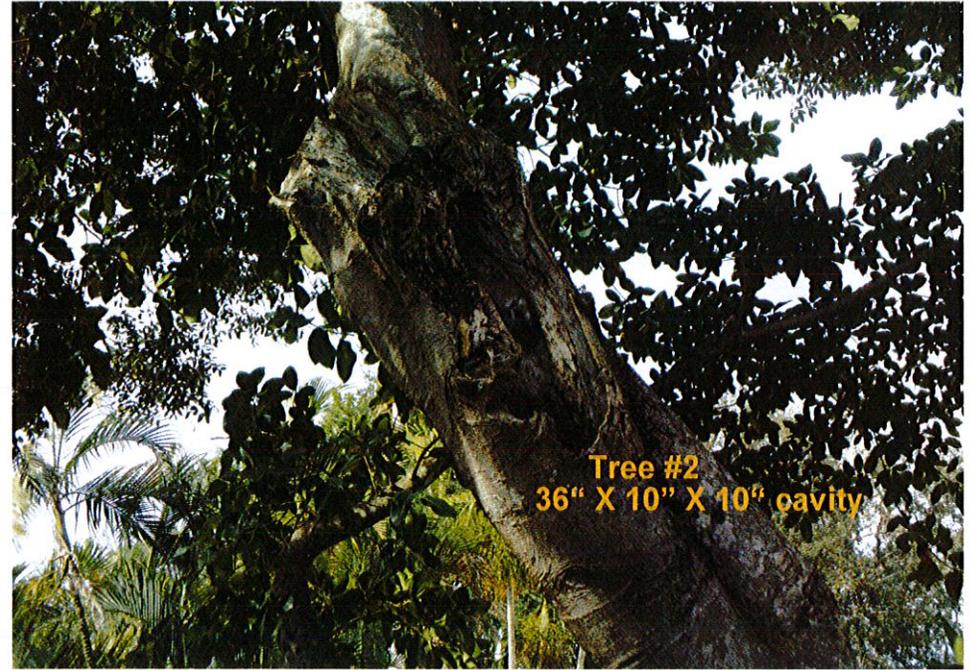
Tree #1 cavities at grade

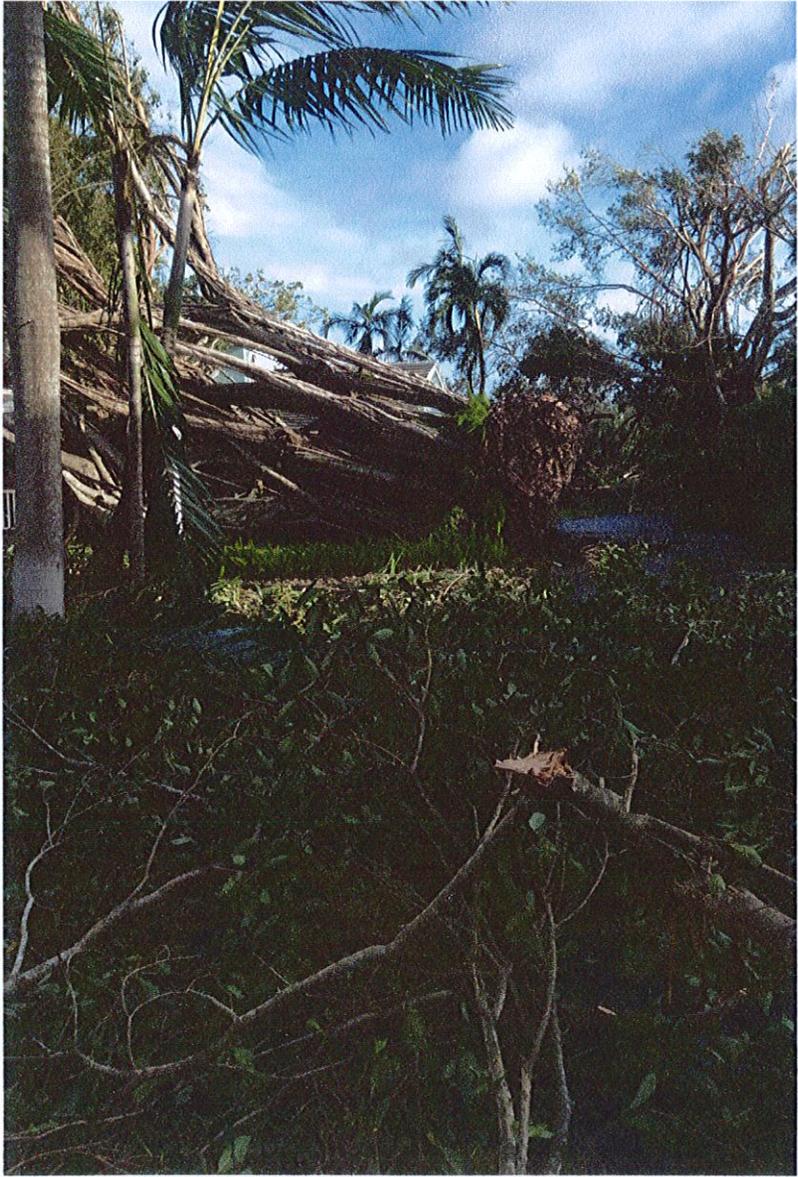


Tree #1 Area of included bark adjacent to an old wound w/decay



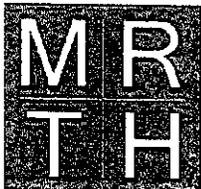
Ttree #1 cavities at grade



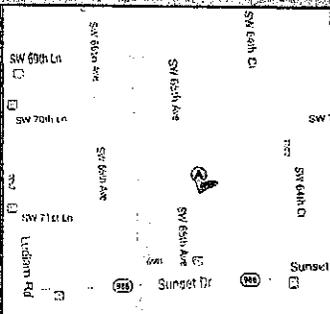




ORDERED BY:



MARKOWITZ
RINGEL
TRUSTY
HARTOG
ATTORNEYS AT LAW



PROPERTY ADDRESS: 6471 SUNSET DR. SOUTH MIAMI, FLORIDA 33143

SURVEY NUMBER: FL1406.2748

FIELD WORK DATE: 6/26/2014

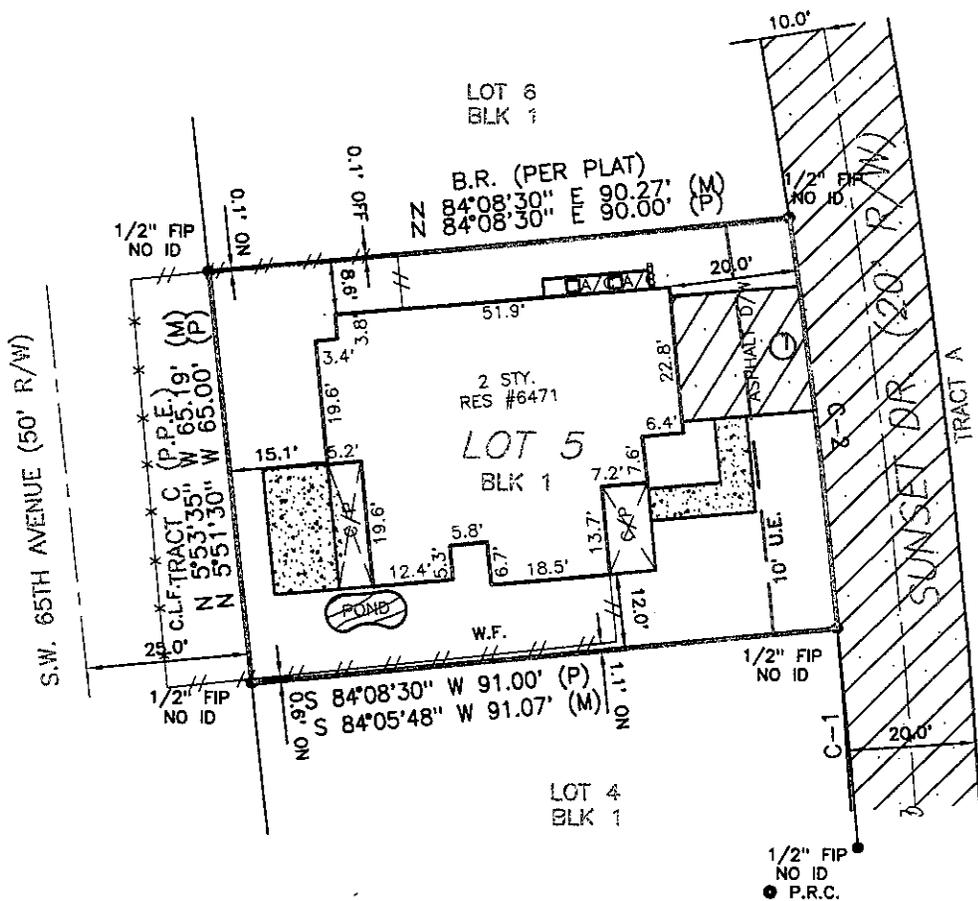
REVISION DATE(S): (REV.0 6/29/2014)

FL1406.2748

BOUNDARY SURVEY
MIAMI-DADE COUNTY

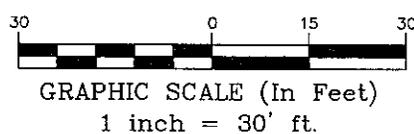
C-1	C-2
R=1138.61'(P&M)	R=1140.00'(P&M)
L=35.01'(P) 35.01'(M)	L=65.02'(P) 65.14'(M)
Δ 1°45'42"(P) 1°45'42"(M)	Δ 3°16'04"(P) 3°16'25"(M)
N 4°13'35" W, 35.01'(P)	S 6°44'23" E, 65.01'(P)
N 5°15'59" W, 35.01'(M)	S 6°35'51" E, 65.13'(M)

NOTE:
FENCE OWNERSHIP NOT DETERMINED
P.P.E.=PUBLIC PEDESTRIAN EASEMENT



I hereby certify that the Boundary Survey of the hereon described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the minimum technical standards set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

RONALD W. WALLING
State of Florida Professional Surveyor and Mapper
License No. 6473



Use of This Survey for Purposes other than Intended, Without Written Verification, will be at the User's Sole Risk and Without Liability to the Surveyor.
Nothing hereon shall be construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

FLOOD INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE AH (WITH A BASE FLOOD ELEVATION OF 9). THIS PROPERTY WAS FOUND IN THE CITY OF SOUTH MIAMI, COMMUNITY NUMBER 120658, DATED 09/11/09.

POINTS OF INTEREST
1. ASPHALT DRIVEWAY OVER 10' UTILITY EASEMENT

CLIENT NUMBER: 14-0571R / STROH DATE: 6/29/2014

Thomas Ringel Special Thanks
305.670.5000 / tringel@mrthlaw.com
Two Datan Center, Suite 1800
9130 S. Dadeland Blvd. Miami, FL 33156



BUYER: EDWIN R. STROH AND NANCY WILLIAMS STROH, HUSBAND AND WIFE

SELLER: ROBERT H. MCCAMMON AND KAREN CORLETT MCCAMMON

CERTIFIED TO: EDWIN R. STROH AND NANCY WILLIAMS STROH, HUSBAND AND WIFE; MARKOWITZ, RINGEL, TRUSTY & HARTOG, P.A.; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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This is page 1 of 2 and is not valid without all pages.

LEGAL DESCRIPTION:

LOT 5, BLOCK 1, ORR'S POND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, AT PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

JOB SPECIFIC SURVEYOR NOTES:

THE BEARING REFERENCE OF NORTH 84 DEGREES 08 MINUTES 30 SECONDS EAST IS BASED ON THE NORTHERLY PROPERTY LINE OF LOT 5, BLOCK 1, LOCATED WITHIN ORR'S POND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

GENERAL SURVEYOR NOTES:

- 1. The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
2. This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
3. If there is a septic tank, or drain field shown on this survey, the location is approximate as the location was either shown to Exacta by a third party or it was estimated by metal detection, probing rods, and visual above ground inspection only. No excavation was performed in order to determine the exact and accurate location.
4. This survey is exclusively for the use of the parties to whom it is certified.
5. Additions or deletions to this survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All corners marked as set are at a minimum a 1/2" diameter, 18" iron rebar with a cap stamped LB#7337.
10. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J-17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signature files are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
11. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
12. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the center of the field location, and may not represent the actual shape or size of the feature.
13. Points of Interest (POI's) are selected above-ground improvements which may be in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
14. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
15. The information contained on this survey has been performed exclusively, and is the sole responsibility, of Exacta Surveyors. Additional logo or references to third party firms are for informational purposes only.
16. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
17. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity.

LEGEND:

SURVEYOR'S LEGEND

LINE TYPES: (UNLESS OTHERWISE NOTED)

- BOUNDARY LINE
STRUCTURE
CENTERLINE
CHAIN-LINK or WIRE FENCE
EASEMENT
EDGE OF WATER
IRON FENCE
OVERHEAD LINES
SURVEY TIE LINE
WALL OR PARTY WALL
WOOD FENCE
VINYL FENCE

SURFACE TYPES: (UNLESS OTHERWISE NOTED)

- ASPHALT
CONCRETE
WATER
SYMBOLS: BENCH MARK, CENTERLINE, CENTRAL ANGLE or DELTA, COMMON OWNERSHIP, CONTROL POINT, CONCRETE MONUMENT, CATCH BASIN, ELEVATION, FIRE HYDRANT, PND OR SET MONUMENT, GUYWIRE OR ANCHOR, MANHOLE, TREE, UTILITY OR LIGHT POLE, WELL

- AC AIR CONDITIONING
B.R. BEARING REFERENCE
B.C. BLOCK CORNER
B.F.P. BACKFLOW PREVENTOR
BLK. BLOCK
BLDG. BUILDING
BM BENCHMARK
B.R.L. BUILDING RESTRICTION LINE
BSMT. BASEMENT
BW BAYBOX WINDOW
(C) CALCULATED
C CURVE
CATV CABLE TV. RISER
C.B. CONCRETE BLOCK
CHIM. CHIMNEY
C.L.F. CHAIN LINK FENCE
C.O. CLEAN OUT
CONC. CONCRETE
COR. CORNER
CSW CONCRETE SIDEWALK
C.V.G. CONCRETE VALLEY GUTTER
CL CENTER LINE
CP COVERED PORCH
CS CONCRETE SLAB
(D) DEED
D.F. DRAIN FIELD
DW DRIVEWAY
ELEV. ELEVATION
ENCL. ENCLOSURE
ENT. ENTRANCE
EM ELECTRIC METER
E.O.P. EDGE OF PAVEMENT
E.O.W. EDGE OF WATER
EUB ELECTRIC UTILITY BOX
(F) FIELD
FCM FND. CONCRETE MONUMENT
FPH FOUND DRILL HOLE
FIP FOUND IRON PIPE
FIRC FOUND IRON PIPE * CAP
FIRC FOUND IRON ROD * CAP
FN FOUND NAIL
FND. FOUND NAIL * DISC
FFKN FOUND PARKER-KALON NAIL
FFKND FOUND PK NAIL & DISK
FRSPK FOUND RAILROAD SPIKE
GAR. GARAGE
GM GAS METER
ID. IDENTIFICATION
ILL. ILLIGIBLE
INST. INSTRUMENT
INT. INTERSECTION
L LENGTH
LW LICENSE # - BUSINESS
LSW LICENSE # - SURVEYOR
(M) MEASURED
M.B. MAP BOOK
M.T.S. MITERED END SECTION
M.F. METAL FENCE
N.R. NON RADIAL
N.T.S. NOT TO SCALE
O.C.S. ON CONCRETE SLAB
O.G. ON GROUND
OFF. OUTSIDE OF SUBJECT PARCEL
OH. OVERHANG
OHL OVERHEAD LINES
ON INSIDE OF SUBJECT PARCEL
O.R.B. OFFICIAL RECORD BOOK
O.R.V. OFFICIAL RECORD VOLUME
OIA OVERALL
OIS OFFSET
(PI) PLAT
P.B. PLAT BOOK
P.C. POINT OF CURVATURE
P.C.C. POINT OF COMPOUND CURVATURE
P.C.P. PERMANENT CONTROL POINT
PE POOL EQUIPMENT
PG. PAGE
P.I. POINT OF INTERSECTION
P.L.S. PROFESSIONAL LAND SURVEYOR
PLT. PLANTER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.P. FINCHED PIPE
P.R.C. POINT OF REVERSE CURVATURE
P.R.M. PERMANENT REFERENCE MONUMENT AND MARKER
PSM PROFESSIONAL SURVEYOR
S.S. SURVEY
P.T. POINT OF TANGENCY
R. RADIUS or RADIAL
RD. RECORD
RGE. RANGE
RES. RESIDENCE
RW. RIGHT OF WAY
(S) SURVEY
S.B.L. SETBACK LINE
S.C.L. SURVEY CLOSURE LINE
SCR. SCREEN

- SEC. SECTION
SEP. SEPTIC TANK
SEW. SEWER
SIGD SET GLUE DISC
SIRC SET IRON ROD & CAP
SNHD SET NAIL & DISC
SQ.FT. SQUARE FEET
STY. STORY
S.T.L. SURVEY TIE LINE
SV SEWER VALVE
SW SIDEWALK
S.W. SEAWALL
TBM TEMPORARY BENCHMARK
TEL. TELEPHONE FACILITIES
T.O.B. TOP OF BANK
TWP. TOWNSHIP
TK TRANSFORMER
TYP. TYPICAL
U.R. UTILITY RISER
WC WITNESS CORNER
WF WATER FILTER
W.F. WOODEN FENCE
WM WATER METEVALVE BOX
WV WATER VALVE
V.F. VINYL FENCE
A.E. ACCESS EASEMENT
A.N.E. ANCHOR EASEMENT
C.M.E. CANAL MAINTENANCE ESMT.
C.U.E. COUNTY UTILITY ESMT.
D.E. DRAINAGE EASEMENT
D.U.E. DRAINAGE AND UTILITY ESMT.
ESMT. EASEMENT
I.E./E.E. INGRESS/EGRESS ESMT.
IRR.E. IRRIGATION EASEMENT
L.A.E. LIMITED ACCESS ESMT.
L.D.E. LANDSCAPE BUFFER ESMT.
L.E. LANDSCAPE ESMT.
L.M.E. LAKE OR LANDSCAPE MAINTENANCE EASEMENT
M.E. MAINTENANCE EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
R.O.E. ROOF OVERHANG ESMT.
S.W.E. SIDEWALK EASEMENT
S.W.M.E. STORM WATER MANAGEMENT ESMT.
T.U.E. TECHNOLOGICAL UTILITY ESMT.
U.E. UTILITY EASEMENT

ELECTRONIC SIGNATURE:

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In order to validate the Electronic Signature of any survey PDF sent via www.surveystars.com:
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2. Save the Survey PDF onto your computer from www.surveystars.com or from the email sent from www.surveystars.com.
3. Click the square Browse button in the upper right hand corner of the Hash Calculator to find and select the saved Survey PDF document, and click the COMPUTE button in the lower right hand corner of the Hash Calculator.
4. Compare the 40 digit string of characters in the SHA-1 line to the 40 digit SHA-1 characters for the survey in the job file in www.surveystars.com which is also printed on the invoice for that survey.
5. If the 40 digit string of SHA-1 characters are exactly the same on the invoice (or in the survey file at www.surveystars.com) as they are in the Hash Calculator, then this PDF is authentic. If the 40 digit string of characters does not match exactly, then this PDF has been tampered with and it is not authentic.

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- 1. While viewing the survey in Adobe Reader, select the "Print" button under the "File" tab.
2. Select a printer with legal sized paper.
3. Under "Print Range", click select the "All" toggle.
4. Under the "Page Handling" section, select the number of copies that you would like to print.
5. Under the "Page Scaling" selection drop down menu, select "None."
6. Uncheck the "Auto Rotate and Center" checkbox.
7. Check the "Choose Paper size by PDF" checkbox.
8. Click OK to print.
TO PRINT IN BLACK + WHITE:
1. In the main print screen, choose "Properties".
2. Choose "Quality" from the options.
3. Change from "Auto Color" or "Full Color" to "Gray Scale".

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Tree Resource Evaluation for Two Strangler Figs at 6471 SW Sunset Drive, South Miami

Prepared for:

The City of South Miami

Prepared by:

Jeff Shimonski

President, Tropical Designs of Florida

Member, American Society of Consulting Arborists

ISA Certified Arborist Municipal Specialist FL-1052AM

ISA Tree Risk Assessment Qualification

LIAF Florida Certified Landscape Inspector 2016-0175

305-773-9406

Jeff@TropicalArboriculture.com

March 23, 2018

Summary

I performed a tree resource evaluation for two strangler figs, *Ficus aurea*, along the roadway in front of 6471 Sunset Drive, South Miami for the City of South Miami on March 20, 2018.

Appendix A contains tree sizes and condition rating.

I rate trees and palms in accordance with ANSI A300 (Part 5) – 2005, Annex A, Management Report Information. Trees and palms are rated Good, Moderate or Poor, see Appendix B. I recommend the removal of trees or palms that I rate as Poor.

Appendix C contains a section of the City of South Miami code that pertains to the permitting of tree removal or relocation. Tree mitigation is also discussed.

Comments and Recommendations

I inspected the two strangler figs, and the issues that have occurred with these trees were caused by improper pruning and other manmade causes.

I recommend the removal of tree 1, see photos below. I have rated its condition as poor.

Tree 2 can be retained if dead and decaying wood, and weakly attached branches in the canopy are removed by a competent and qualified arborist. Many of the longer branches on this tree can be reduced in size thereby accomplishing a reduction in the height and weight of the canopy.

I have rated the condition of this tree to be in moderate condition.

If this tree is to remain I recommend annual monitoring by a qualified ISA Certified Arborist to determine the health and structural stability of this tree and to prescribe further pruning if necessary.

I also recommend the reduction of the use of nitrogen fertilizer and any herbicides in the lawn maintenance program. These chemicals have been shown to be harmful to mature trees.

Photos below

The color and brightness on some photos has been adjusted to provide contrast and clarity to the subject matter. This follows the Basic section on Enhancement Techniques found in Section 11, Best Practices for Documenting Image Enhancement in a document produced by SWGIT Scientific Working Group Imaging Technology, www.SWGIT.org.



Photo 1 above is trees 1 & 2 viewed from the south. Note how close the roadway is to the trunks of the trees.



Photo 2 above is the trunks of trees 1 & 2 viewed from the southeast.



Photo 3 above is the trunk of tree 1 viewed from the east. The arrow indicates the 40-inch long steel spike that I used to insert into cavities. Any decay that I saw was hard dead wood. I did not see any fungal conks or soft decayed wood at the base of this tree.

This tree might have originally been an aerial root from adjacent tree 2. That could explain the opening at the base of the trunk.



Photo 4 above shows via arrow where I was able to insert the steel spike about 25 inches into a hollow area beneath the trunk.



Photo 5 above shows the main branch/trunk with a very decayed area beneath an old pruning cut that likely caused this decay. The pruning cut was a flush cut that is not an acceptable practice for arboriculture.



Photo 6 above is a branch that extends to the south of the main branch. The circled area indicates extensive decay with the bark falling-off. The branch is hollow in this area. The arrows indicate a steel woven wire that was used to tie the staghorn fern to the aerial root from this branch. The arrow to the left shows where the wire is embedded into the aerial root.

This wire has caused permanent damage to this trunk and root.

Due to the extensive decay in this and the other main branch, I recommend the removal of this tree.



Photo 7 above is tree 2 viewed from the north.



Photo 8 above is the trunk of tree 2 viewed from the west. I noted very little decay when I inspected the trunk and root collar of this tree.

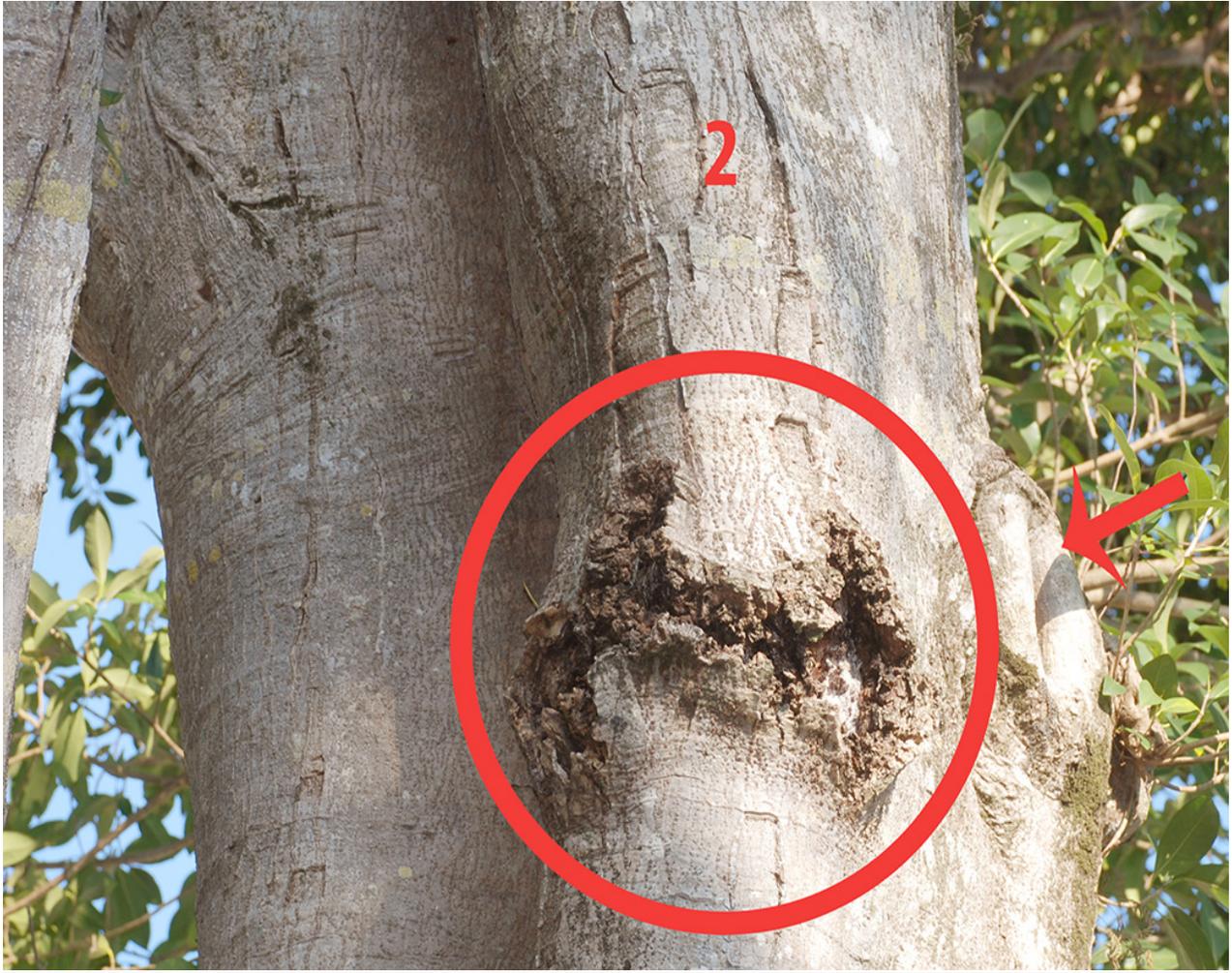


Photo 9 above is a canker on the east side of the tree about 20 feet above grade. It appears the tree is responding successfully to this pathogen.

The arrow indicates an old flush pruning cut.



Photo 10 above is a branch with decay caused from an old flush pruning cut.



Photo 11 above is up in the canopy of tree 2. The circles indicate decay from old pruning cuts.

Dead and decaying wood should be removed by a competent and qualified arborist. Many of the longer branches on this tree can be reduced in size thereby accomplishing a reduction in the height and weight of the canopy.

If this tree is to remain I recommend annual monitoring by a qualified ISA Certified Arborist to determine the health and structural stability of this tree and to prescribe further pruning if necessary.

Appendix – A

	Scientific name	Common name	DBH	H/Ct	Canopy	Condition
1	Ficus aurea	Strangler fig	25"	25'	35'	Moderate
2	Ficus aurea	Strangler fig	52"	90'	65'	Moderate

- **DBH is rounded to the nearest inch.**
- **Height and canopy diameter is approximate.**
- **Canopy diameter was measured north to south.**

Appendix – B

ANSI A300 (Part 5) - 2005, Annex A

Management report information

Examples of suitability ratings

Good: These are trees with good health and structural stability that have the potential for longevity at the site.

Moderate: Trees in this category have fair health and/or structural defects that may be abated with treatment. Trees in this category require more intense management and monitoring, and may have shorter life-spans than those in the “good” category.

Poor: Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. The species or individual tree may possess either characteristics that are undesirable in landscape settings or be unsuited for use areas.

Appendix – C – Sections of code that address tree mitigation

(1) *Permit Required.* A tree permit shall be required for the removal or relocation of any tree within the City. The removal of trees that are prohibited or exempted by Section 20-4.5.1(N) shall require a permit, in advance of any such removal, but no fees shall be charged for said permit. A tree permit shall also be required for the pruning or trimming of more than one-third (1/3) of the canopy of a tree. No person, agent or representative thereof, directly or indirectly, shall cut down, remove, relocate, or effectively remove any tree on any property, without first obtaining a tree permit as hereinafter provided. No building permit for any work on the subject site, including new construction, additions, carports, pools, decks, fences, driveways, parking lots, tennis courts, demolition, or similar work, shall be issued by the Building Department unless the Planning Department has determined that a valid tree removal, relocation or trimming permit has been issued in accordance with this section. Miami-Dade County retains authority for all applications for Mangroves and natural forest communities work.

(3) *Criteria for Tree Removal, Relocation, and Replacement.* Replacement trees are required to be planted to mitigate Specimen tree removal and \$1,000 shall be paid into the City's Tree Trust Fund in addition to any required mitigation.

(b) The requirements for mitigation of regulated trees approved for removal as part of development plan or subdivision plat review are as follows:

Category	Mitigation
Specimen trees, in fair or better condition	Mitigation payment based on tree appraised value, limited to three trees per acre averaged over the entire site. If more than three trees per acre in this category are located on the site then the trees with the highest tree appraised value throughout the site shall be used to calculate the payment. Heritage trees proposed for removal in excess of the overall average of three per acre shall require mitigation trees on an inch-for-inch on a diameter basis.
Specimen trees of other than high quality species, in fair or better condition	Mitigation trees on an inch-for-inch diameter basis.
Any Specimen trees in less than fair or better condition; and any other regulated tree	Mitigation trees consisting of two trees of high quality shade species established for each tree removed.

(4) Tree Trust Fund. If the total number of trees required as mitigation cannot be reasonably planted on the subject property, or at the City's direction, as an alternative to the off-site Page 22 mitigation provided in the Tree removal Section of this ordinance, the applicant shall contribute to the City's Tree Trust Fund the sum of five hundred dollars (\$500.00) per inch DBH required as mitigation in accordance with the Tree removal Section of this ordinance.

H. Mitigation Methods.

(1) Unless otherwise specified in this tree protection ordinance, where mitigation is required, it shall be allowed by two methods, mitigation trees (on an inch-for-inch basis or as otherwise specified) and mitigation payment. The amount of mitigation is as specified herein below.

Appendix – D – Assumptions and Limiting Conditions

Tropical Designs of Florida, Inc. Arboricultural and Horticultural Consulting Qualifications, Assumptions, and Limiting Conditions

Any legal description provided to the consultant is assumed to be correct. Any titles or ownership of properties are assumed to be good and marketable. All property is appraised or evaluated as though free and clear, under responsible ownership and competent management.

All property is presumed to be in conformance with applicable codes, ordinances, statutes, or other regulations.

Care has been taken to obtain information from reliable sources. However, the consultant cannot be responsible for the accuracy of information provided by others.

The consultant shall not be required to give testimony or to attend meetings, hearings, conferences, mediations, arbitrations, or trials by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services.

This report and any appraisal value expressed herein represent the opinion of the consultant, and the consultant's fee is not contingent upon the reporting of a specified appraisal value, a stipulated result, or the occurrence of a subsequent event.

Sketches, drawings, and photographs in this report are intended for use as visual aids, are not necessarily to scale, and should not be construed as engineering or architectural reports or surveys. The reproduction of information generated by architects, engineers, or other consultants on any sketches, drawings, or photographs is only for coordination and ease of reference. Inclusion of said information with any drawings or other documents does not constitute a representation Tropical Designs of Florida, Inc. as to the sufficiency or accuracy of said information.

Unless otherwise expressed: a) this report covers only the examined items and their condition at the time of inspection: and b) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that structural problems or deficiencies of plants or property may not arise in the future.

Appendix – E - Certification of Performance

Tropical Designs of Florida, Inc.
Arboricultural and Horticultural Consulting

I, Jeff Shimonski, certify:

- That I have personally inspected the trees and/or the property referred to in this report, and have stated my findings accurately. The extent of the evaluation is stated in the attached report;
- That I have no current or prospective interest in the vegetation or the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;
- That the analysis, opinions, and conclusions stated herein are my own;
- That my analysis, opinions, and conclusions were developed and this report has been prepared according to commonly accepted arboricultural practices;
- That no one provided significant professional assistance to the consultant, except as indicated within the report;
- That my compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party.

I further certify that I am a member of the American Society of Consulting Arborists and acknowledge, accept, and adhere to the ASCA Standards of Professional Practice. I am an International Society of Arboriculture Certified Municipal Arborist FL-1052AM, am ISA Tree Risk Assessment Qualified and have been involved in the practice of arboriculture and the study of trees for over forty-five years.

Signed: *Jeff Shimonski*

Dated: March 23, 2018

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Marcus Lightfoot

Submitting Department: Planning & Zoning Department

Item Type: Resolution

Agenda Section:

Subject:

A Resolution related to a request pursuant to Section 20-4.5.1(A)(3) of the Land Development Code, to waive the tree mitigation fee for a property located at 7410 SW 63 Court. 3/5 (City Manager-Planning Dept.)

Suggested Action:

Attachments:

[Cover Memo 7410 SW 63 Court Tree Mitigation.docx](#)

[Resolution 7410 SW 63 Court Tree Mitigation Waiver line numbers.docx](#)

[ZTR18-1036 - Tree Mitigation Fee Waiver Documents.pdf](#)

[Permit Review Memorandum 7410 SW 63 Ct.pdf](#)



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor & Members of the City Commission
VIA: Steven Alexander, City Manager
FROM: Jane Tompkins, Planning and Zoning Director
DATE: December 4, 2018

SUBJECT:

A Resolution related to a request pursuant to Section 20-4.5.1(A)(3) of the Land Development Code, to waive the tree mitigation fee for a property located at 7410 SW 63 Court.

BACKGROUND:

On July 19, 2018, the owner of the property located at 7410 SW 63 Court submitted tree removal permit #ZTR18-1036, requesting approval to remove one (1) Strangler Fig tree on their property. On July 27, 2018, Caitlin Hill, the City's contracted arborist, performed a tree resource evaluation on the tree. Based on her evaluation, the tree had the following dimensions:

	Scientific Name	Common Name	Height (Feet)	DBH (Inches)	Spread (Feet)	Canopy (Square Ft.)	Condition
Tree #1	Ficus aurea	Strangler Fig	55	35	35	962	Good

Based on Ms. Hill's report, she states that due to long-term maintenance concerns resulting from the proximity to the home and septic system, Tree #1 is recommended for removal. Based on the tree dimensions listed above, it was determined that Tree #1 is a specimen sized tree.

REQUEST:

The applicant is requesting that the City Commission waive the tree mitigation fee that is required for the removal of any specimen sized tree in the City.

ANALYSIS:

After review of the tree resource evaluation report provided by Ms. Hill, it was determined that Tree #1 is a specimen sized trees. Section 20-4.5(B)(46) of the LDC provides the following definition for what a specimen tree is:

Specimen Tree: A tree with a DBH of eighteen (18) inches or greater. Dade County Pines of DBH exceeding twelve (12) inches or Cabbage Palms with trunks greater than six (6) feet. The following types of trees that meet these criteria shall not be considered specimen trees:

- (a) Non-native species of the genus Ficus.
- (b) All multi-trunk trees in the palm family, except the Paurotis palm (*Accelorrhaphe wrightii*).
- (c) All nuisance plant species.
- (d) Prohibited plant species.
- (e) Non-native fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to, mangoes, avocados, or species of citrus.

Pursuant to Section 20-4.5.1(A)(3) of the LDC, the removal of a specimen sized tree requires that replacement trees be planted to mitigate their removal and a tree mitigation fee of \$1,000 shall be paid into the City's Tree Trust Fund in addition to any required mitigation. Due to the burdensome cost of the tree mitigation fee, the applicant was unable to remove Tree #1 even though it was recommended that it be removed.

Because there was no instrument in place for waiving the tree mitigation fee, Section 20-4.5.1(A)(3) of the LDC was amended via Ordinance #21-18-2310 on November 6, 2018 to provide for a process by which the Commission can waive the fee when the tree affects the health, safety or welfare of an individual or to protect property that is endangered by the tree.

As listed in the tree resource evaluation report provided by Ms. Hill, its size and proximity to both the septic system and residence are factors in providing adequate tree maintenance.

RECOMMENDATION:

Staff recommends that the City Commission approve the request and waive the tree mitigation fee for Tree #1. This approval should be subject to the following terms and conditions as well as all applicable City ordinances, codes, rules and regulations:

1. The applicant pays the permit application fee; and
2. Canopy lost due to the removal of Tree #1 be mitigated as required by the Land Development Code or the County Code if more restrictive.

Attachments:

- Application Package
- Draft resolution

1 READ AND APPROVED AS TO FORM,
2 LANGUAGE, LEGALITY AND
3 EXECUTION THEREOF

4
5 _____
6 CITY ATTORNEY

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

Mr. Marcus Lightfoot
Planning/Zoning Administrator
City of South Miami, Fl.

Dear Mr. Lightfoot:

Please accept this letter as notice that I wish to remove a tree on my property at 7410 SW 63rd Ct. in South Miami in part because of the large root structure that poses a direct threat to my septic tank. I have filed the proper papers, placed the required notice in my yard, and wish to proceed after many months of trying. Because of the recently amended city ordinance (No. 21-18-2310), I am asking that the \$1000 tree trust fund provision be waived in my case. The tree most certainly meets the criteria of a tree that is “an endangerment to the health, safety and welfare of the individual property or property owner.”

Thank you for your guidance in the past, and for your assistance in the future.

Jeff Guerra
7410 SW 63rd Ct.
South Miami, Fl.



CITY OF SOUTH MIAMI
 Planning & Zoning Department
 6130 Sunset Drive, South Miami, Florida 33143
 Phone: 305-663-6326/6338, Fax: 305-666-4591

Application No. 2TR18-1036
 Date Received: 7/19/18

APPLICATION FOR TREE REMOVAL

Project Address: 7410 SW 63 CT., Folio #: _____

Property Owner/Applicant: JEFF GUERRA Phone: 305-333-5969

Address: AS ABOVE

Work To Be Performed By (check one): Contractor Owner/Builder

Contractor: Elias Landscaping Inc Phone: 786-299-7123

Address: 5280 SW 7 ST, Miami FL 33134

Application Type: Removal Relocation Removal & Relocation Modification Extension

After-the-Fact: Yes No

Please list tree species (be specific), or refer to tree survey/landscape plan sheet No.: _____

STRANGLER FIG / FIGS

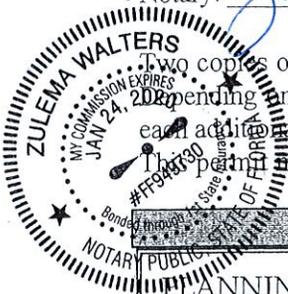
Use of property (check one): Commercial Residential

Signature of Contractor/Qualifier [Signature] Dated: 7-17-18

Signature of Property Owner [Signature]

Notary: Zulema Walters

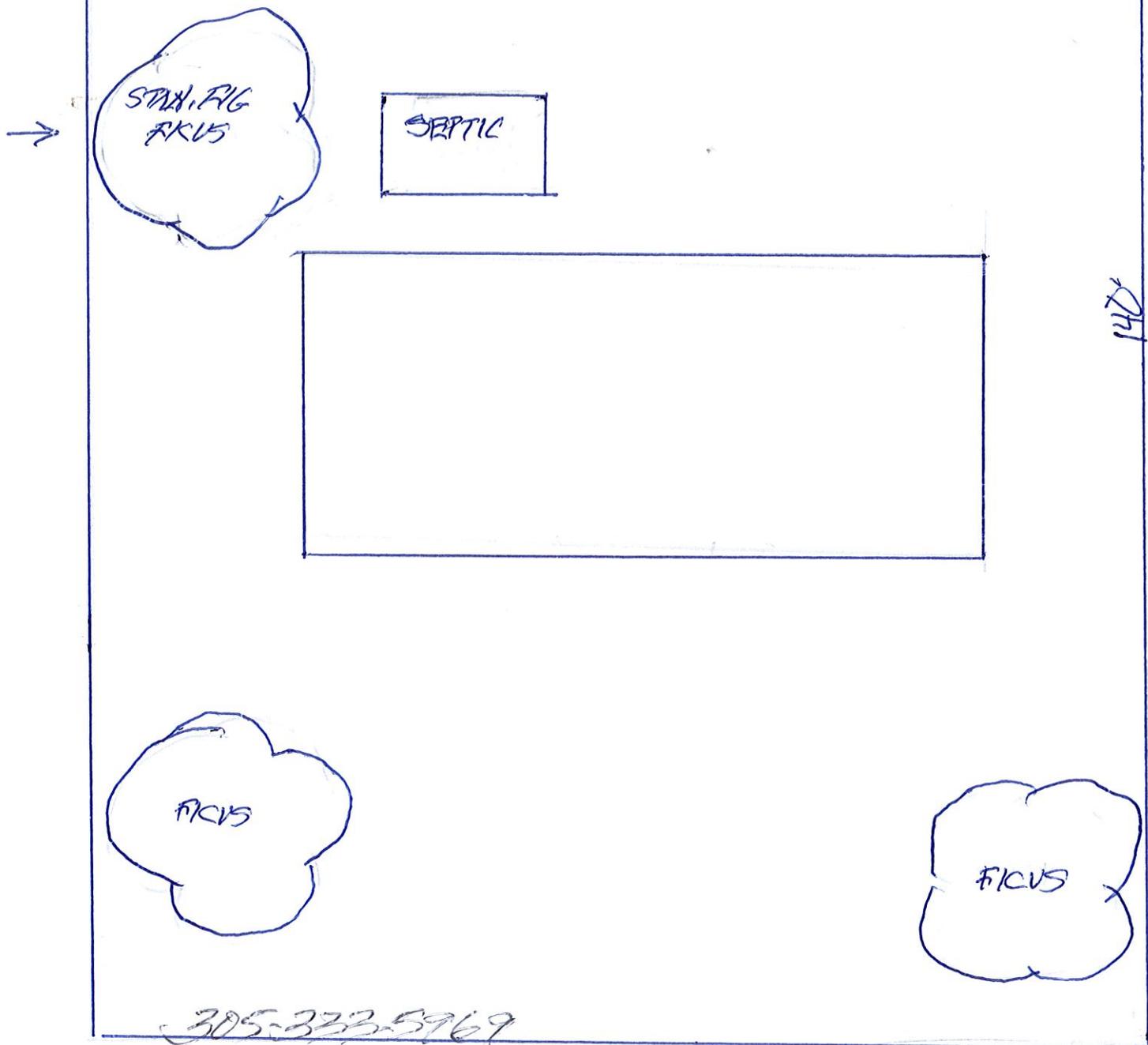
Notary: [Signature]



Two copies of a site plan and/or tree survey must be included.
 Depending on the type of tree(s), the fee for a tree removal permit is \$75.00 for the first tree and \$35.00 for each additional tree.
 The permit may be approved with conditions, limitations, and/or restrictions.

OFFICE USE ONLY			
PLANNING & ZONING DEPARTMENTAL APPROVAL		YES	NO
Does this application involve a Natural Forest Community?			
Does this application involve protected and/or specimen trees?			
Has this application been incomplete for 120 days or more?			
Effective Date:	Expiration Date:	Approved? If yes, by:	

Conditions, limitations, restrictions, if any: _____



2410 50 63RD CT. - So MIAMI

7/19/2018



**REVIEW MEMORANDUM
TREE REMOVAL PERMIT APPLICATION**

Date: July 27, 2018

Address: 7410 SW 63 Ct

Owner: Jeff Guerra

Proposed Activities: Removal of one strangler fig (*Ficus aurea*).

Justification: Applicant would like to remove one strangler fig from the property due to its proximity to the home and adjacent septic tank.

Date Inspected: July 27, 2018

Inspection Findings: The strangler fig is located at the back of the 10,350 sq. ft. property off of the southwest corner of the home. There are two other strangler figs located at the front of the property, on either side of the home and numerous other trees. Combined canopy for all existing trees totals approximately 7500 square feet.

Common Name	Height	DBH	Spread	Canopy	Condition
Strangler fig	55'	35"	35'	962 sq. ft.	Good

Recommendation: Recommend authorization to remove the requested tree due to long-term maintenance concerns resulting from proximity to the home and septic system.

Mitigation: The property owner is not responsible for mitigation as per the following code excerpt::

- Per Sec. 20-4.5.1(N)(5), the property owner is able to remove up to 10% of canopy coverage within the calendar year from a property that exceeds more than 50% coverage for the total lot. The strangler fig proposed for removal here accounts for less than 10% of the canopy on site, which will remain more than 50% covered even after the proposed removal.

Memorandum issued by

Caitlin Hill

LIAF Certified Landscape Inspector No. 2018-0208

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Jane Tompkins

Submitting Department: Planning & Zoning Department

Item Type: Resolution

Agenda Section:

Subject:

A Resolution deferring the second reading of the Fellowship Church proposed amendments to the Future Land Use Map of the City of South Miami's Comprehensive Plan and the zoning map concerning the Fellowship Church property generally located northwest of the intersection of SW 72nd Street and SW 67th Avenue. 3/5 (City Manager-Planning Dept.)

Suggested Action:

Attachments:

[Resolution for deferral of 2nd reading jtCArev.doc](#)

1 **Section 1.** The application of the Fellowship Church and the 2nd reading of the following
2 ordinances are hereby deferred to February 19, 2019:
3

4 An Ordinance Adopting a Small-Scale Amendment to the Future Land Use Map of the
5 City of South Miami’s Comprehensive Plan, amending the designation of an
6 approximately 2.60-acre property generally located northwest of the intersection of SW
7 72nd Street and SW 67th Avenue, and as legally described herein, from Religious to
8 Multiple Family Residential (Four Story); and
9

10 An Ordinance amending the Official Zoning Map, amending the designation of an
11 approximately 2.60-acre property generally located northwest of the intersection of SW
12 72nd Street and SW 67th Avenue, as legally described herein, from “R” Religious to
13 “RM-18” Low Density Multi-Family Residential.
14

15 **Section 2. Severability.** If any section clause, sentence, or phrase of this resolution is for
16 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall
17 not affect the validity of the remaining portions of this resolution.
18

19 **Section 3. Effective Date.** This resolution shall become effective immediately upon
20 adoption.
21

22 PASSED AND ADOPTED this ____ day of _____, 2018.
23

24 ATTEST:

APPROVED:

25 _____
26
27 CITY CLERK

MAYOR

28
29 READ AND APPROVED AS TO FORM,
30 LANGUAGE, LEGALITY AND EXECUTION
31 EXECUTION THEREOF
32

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

33
34 _____
35 CITY ATTORNEY

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Aurelio Carmenates

Submitting Department: Public Works & Engineering

Item Type: Resolution

Agenda Section:

Subject:

A Resolution authorizing the City Manager to enter into multi-year agreement with Florida Sidewalk Solutions, LLC., by piggybacking onto its agreement with the Town of Miami Lakes for Repairs of Sidewalk Trip Hazards within the City. 3/5 (City Manager-Public Works & Engineering)

Suggested Action:

Attachments:

[Memo for FSS PIGGYBACK 10-31-18.docx](#)

[Reso for FSS piggyback 10-31-2018 w-numbers.docx](#)

[Piggyback Contract FLORIDA SIDEWALK SOLUTIONS 10.17.18.pdf](#)

[2018-40 Bid Tabulation.pdf](#)

[RES 18-1570.pdf](#)

[Account Balance 124-1730-541-6490.pdf](#)

[MDBR Advertisement.pdf](#)

[Miami Herald Advertisement.pdf](#)



CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor & Members of the City Commission
FROM: Steven Alexander, City Manager
DATE: November 20, 2018

SUBJECT: A Resolution authorizing the City Manager to enter into multi-year agreement with Florida Sidewalk Solutions, LLC by piggybacking onto its agreement with the Town of Miami Lakes for Repairs of Sidewalk Trip Hazards within the City.

BACKGROUND: The City of South Miami requires the repair of sidewalks trip hazards within the City. The City desires to piggyback onto its agreement with the Town of Miami Lakes agreement with Florida Sidewalk Solutions, LLC., to perform the sidewalk trip hazard repairs. Florida Sidewalk Solutions, LLC., was awarded the contract as a result of a competitive solicitation. The contract with Florida Sidewalk Solutions, Inc., including all extensions, shall not exceed three consecutive years with two (2) options to renew for additional one (1) year terms

Florida Sidewalk Solutions, LLC utilizes a patented saw cutting method and equipment for the removal of sidewalk trip hazards which achieve repair slopes based upon requirements outlined by the American with Disability Act. All raised sidewalks ¼-in in elevation and up to 2-in will be reduced with the guarantee that sidewalk saw cutting will have a uniform appearance and texture. Additionally, there will not be any grinding or pulverizing of the concrete and there will not be any use of water cooling as slurry can contaminant storm drains. Damage flags will be cut at both ends, leaving absolute zero point of differential between flags.

This system is sole source and holds several U.S. Patents listed below that are not infringing on any existing U.S. Patents:
U.S. Pat. No. 6,827,074, U.S. Pat. No. 6,896,604, U.S. Pat. No. 7,000,606, U.S. Pat. No. 7,143,760, U.S. Pat No. 7,201,644, and U.S. Pat. No. 7,402,095

AMOUNT: Amount not to exceed \$30,000 per Fiscal Year.

FUND & ACCOUNT: The annual expenditure shall be charged \$30,000 to the Peoples Transportation Fund account number 124-1730-541-6490 which has a balance of \$ 586,500 before this request was made.

ATTACHMENTS: Resolution
Piggyback contract for Florida Sidewalk Solution Contract
Town of Miami Lakes Solicitation No. 2018-40

1 RESOLUTION NO.: _____
2

3 A Resolution authorizing the City Manager to enter into multi-year agreement with Florida
4 Sidewalk Solutions, LLC., by piggybacking onto its agreement with the Town of Miami Lakes for
5 Repairs of Sidewalk Trip Hazards within the City.
6

7 WHEREAS, the City requires the repairs of sidewalk trip hazards within the City; and

8 WHEREAS, the City desires to piggyback onto the Town of Miami Lakes agreement with Florida
9 Sidewalk Solutions, LLC. for repairs of sidewalk trip hazards within the City; and

10 WHEREAS, in accordance with City Charter, the agreement with Florida Sidewalk Solutions,
11 LLC., was competitively solicited by the Town of Miami Lakes; and

12 WHEREAS, it is the opinion of City staff that the pricing contained in the Florida Sidewalk Solutions,
13 LLC., agreement is fair and reasonable; and

14 WHEREAS, the contract with Florida Sidewalk Solutions, LLC., including all extensions, shall not
15 exceed three (3) consecutive years with two (2) options to renew for additional one (1) year terms for a
16 possible total of five (5) year term; and

17 WHEREAS, Florida Sidewalk Solutions, LLC utilizes patented saw cutting method and equipment
18 for removing sidewalk trip hazards and achieve repair slopes in accordance with the Americans with
19 Disability Act;

20 WHEREAS, the Mayor and City Commission desire to authorize the City Manager to enter into
21 multi-year agreement with Florida Sidewalk Solutions, LLC for an annual amount not to exceed of \$30,000
22 with renewal options not to exceed five (5) consecutive years for an amount not to exceed \$150,000.

23 WHEREAS, the expense for this project shall be charged to the Peoples Transportation Tax Account
24 124-1730-541-6490 with a balance of \$586,500 prior to this request.
25

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

28 Section 1. The City Manager is authorized to enter into multi-year agreement with Florida
29 Sidewalk Solutions, LLC, for Repairs of Sidewalk Trip Hazards within the City for an annual amount not to
30 exceed of \$30,000 with renewal options not to exceed five (5) consecutive years for an amount not to
31 exceed \$150,000 for the total five (5) year term of the agreement. A copy of the Florida Sidewalk
32 Solutions, LLC agreement is attached. The annual expenditures of \$30,000 shall be charged to the
33 People Transportation Plan Fund account 124-1730-541-6490, which has a balance of \$586,500 before
34 this request was made.

35 Section 2: Severability. If any section, clause, sentence, or phrase of this resolution is for any reason held
36 invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the
37 remaining portions of this resolution.
38

39 Section 3: Effective Date: This resolution shall be effective immediately upon the time of its adoption.
40

41
42 PASSED AND ADOPTED this _____ day of _____, 2018.

43
44 ATTEST:

APPROVED:

45

46

47 _____
City Clerk

Mayor

48

49 READ AND APPROVED AS TO FORM
50 LANGUAGE, LEGALITY AND EXECUTION
51 THEREOF

COMMISSION VOTE:
Mayor Stoddard:

52

53

54

City Attorney

Vice Mayor Harris:
Commissioner Welsh:
Commissioner Liebman:
Commissioner Gil:

CONTRACT FOR REPAIR OF SIDEWALK TRIP HAZARDS

THIS AGREEMENT made and entered into this ____ day of _____, 2018 by and between the City of South Miami, a Florida municipal Corporation by and through its City Manager (hereinafter referred to as “City”) and **Florida Sidewalk Solutions, Inc.**, (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the **Town of Miami Lakes** solicited bids pursuant to **ITB No. 2018-40 for the REPAIR OF SIDEWALK TRIP HAZARDS**; and

WHEREAS, the **Town of Miami Lakes**, after completing a competitive bidding process, awarded a contract to Contractor, and

WHEREAS, the City of South Miami desires to utilize the **Town of Miami Lakes Contract** with Contractor; and

WHEREAS, the City is authorized, pursuant to the City of South Miami’s Charter, to piggyback off of contracts, such as the contract in question between **Town of Miami Lakes** and Contractor, that were entered into in accordance with a solicitation process that is at least as vigorous as that of the City of South Miami; and

NOW, THEREFORE, the City and the Contractor, each through their authorized representative/official, agree as follows:

1. The City desires to enter into a Contract, under the same provisions as set forth in the contract between **Town of Miami Lakes** and Contractor pursuant to **ITB No. 2018-40**, as modified by this Agreement.
2. The City has reviewed the contract between the **Town of Miami Lakes** and Contractor and agrees to the provisions of that contract which shall be applicable to a purchase order to be issued by the City and further agrees to the fair and reasonableness of the pricing. Contractor hereby agrees to provide such goods and/or services, pursuant to the City’s purchase order made during the term of this Agreement, under the same price(s), terms and conditions as found in the solicitation documents, the response to the solicitation, and the Agreement/Contract and/or the Award, pertinent copies of which are attached hereto as **Attachment A** and made a part hereof by reference.
3. All references in the contract between the **Town of Miami Lakes Florida** and Contractor, shall be assumed to pertain to, and are binding upon Contractor and the City of South Miami. All decisions that are to be made on behalf of the **Town of Miami Lakes**, as set forth in the contract between the **Town of Miami Lakes** and the Contractor, shall all be made by the City Manager for the City of South Miami. Notwithstanding anything contained in the **Town of Miami Lakes ITB No. 2018-40** and/or the contract between **the Town of Miami Lakes** and the Contractor to the contrary, this Agreement shall be governed by the laws of the State of Florida and venue for all dispute resolutions or litigation shall be in Miami-Dade County, Florida.

4. **Term.** The term of the contract, including all extensions authorized by the contract shall not exceed five years.

5. **Scope of Goods and Services.** The scope of goods and/or services (which may hereinafter be referred to as the “Work”) are set forth in the attached **Attachment A** and any attachments thereto and the City’s purchase order, the latter of which shall take precedence. The Contractor has agreed to deliver the goods, if any, and perform the services, if any, in a workman like manner and in accordance with all state, county and City laws, at the locations, if any, designated by the City. All of the goods and/or services reflected in **Attachment A** shall, unless otherwise stated in the **Attachment A or B**, be delivered and/or commenced within N/A days from the date of the execution of this Agreement. The Contractor shall obtain and pay for all permits required for the services rendered, if any, with the exception of permits fees charged by the City, said fees shall be waived.

6. **Contract Price.** The contract price for the good and/or services is set forth in the attached **Attachment B**. If not otherwise set forth in the contract between the **Town of Miami Lakes** and the Contractor, the Contractor shall be paid upon delivery of all the goods, if any, the completion of all the services, if any, and after final inspection and approval, by the City, that approves of the goods delivered, if any, and the services performed, if any.

7. **Precedence.** The term, provisions and conditions of this Agreement shall take precedence over the terms of the contract between Contractor and the **Town of Miami Lakes**.

8. **Grant Funding:** This project is being funded by “N/A” and Contractor agrees to comply with all the requirements of that Grant, applicable to the delivery of the goods and/or services that are the subject of this Agreement, and that are within its power to provide and to provide all the documentation within its control that is required for the City to be able to recover as much of the contract price that is available pursuant to the terms of the grant. A copy of the grant, if any, is attached hereto and made a part hereof by reference.

9. **Public Records:** CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project and shall: (a) Keep and maintain public records required by the public agency to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-663-6340; E-mail: mmenendez@southmiamifl.gov; 6130 Sunset Drive, South Miami, FL .33143.**

10. Waiver Jury Trial: City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

11. Validity of Executed Copies: This Agreement may be executed in several counterparts, each of which may be construed as an original.

12. Notice: All notices to the City shall be sent to: **City Manager**, 6130 Sunset Drive, South Miami, Florida 33143.

13. Attorneys' Fees and Costs: In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party shall bear its own costs and legal fees. Nothing contained herein shall prevent or prohibit the right to be indemnified for any attorney fees incurred in the defense of an action by a person or entity who is not a party to this Agreement.

14. Indemnification: Notwithstanding anything contained in the contract between Contractor and the Town of Miami Lakes to the contrary, the City does not waive its sovereign immunity granted by Florida Statutes, Section 768.28, and the City's tort liability shall be limited to the waiver of sovereign immunity provided for in Section 768.28.

15. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, and as the duly authorized act of the parties, the undersigned representatives of the parties hereto have caused this instrument to be signed in their respective names by their proper officials on or before the day and year first above written.

Florida Sidewalk Solutions, Inc.:

By: _____

(type name and title of signatory above)

ATTEST:

CITY OF SOUTH MIAMI

By: _____
Nkenga A. Payne, CMC
City Clerk

By: _____
Steven Alexander
City Manager

Read and Approved as to Form,
Language, Legality and Execution
Thereof.

By: _____
Thomas F. Pepe
City Attorney



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Authorization to Award a Contract to Florida Sidewalk Solutions for ITB 2018-40
Repair of Sidewalk Trip Hazards
Date: 10/2/2018

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a contract with Florida Sidewalk Solutions ("Florida Sidewalk"), the lowest responsive and responsible bidder, for the as-needed Repair of Sidewalk Trip Hazards contract in an amount not to exceed budgeted funds. The contract term is for a period of three (3) years with two (2) options to renew for additional one-year terms. The amount of \$170,000 is budgeted for sidewalk repair and replacement in Fiscal Year 2018-2019 in the Transportation Gas Tax, Special Revenue Fund.

Background:

The Repair of Sidewalk Trip Hazards project is aimed towards minimizing tripping hazards and reducing potential liability to the Town. When the Town becomes aware of developing trip hazards, the Town will assess whether the damaged sidewalk flag is so extensive that it merits replacement of the whole flag, or if the flag can be salvaged through the process of sidewalk grinding. If the flag can be salvaged, the Town will utilize this contract to repair trip hazards, returning the sidewalk flag to a safe condition. The work consists of visually inspecting, pre-identifying, measuring, and recording sidewalk trip hazards, repairing each sidewalk trip hazard identified in order to achieve a contiguous level surface between slabs, and identifying and recording sections of sidewalk that meet the Town's criteria for slab removal and replacement.

The Town issued Invitation to Bid ("ITB") 2018-40 for Repair of Sidewalk Trip Hazards on August 15, 2018. The ITB was posted to DemandStar and Public Purchase and posted in the Government Center Lobby. To qualify for award, prospective Bidders were required to:

1. Possess a minimum of five (5) years of experience performing sidewalk trip hazard repair projects;
2. Provide at least three (3) verifiable client references for successful completion of three (3) distinct sidewalk repair contracts with other public agencies of similar scope and value performed within the last five (5) years; and
3. Possess a valid certified license as a General Contractor from the State of Florida, or a Certificate of Competency from the Miami-Dade County's Construction Trade Qualifying Board as a General Engineering Contractor or a Specialty Engineering Contractor.

On the date of the bid opening, September 19, 2018, we received two (2) Bids from the following Bidders:

1. Florida Sidewalk Solutions (“Florida Sidewalk”) - \$162,450
2. American Grinding Company, LLC (“American Grinding”) - \$171,000

Procurement reviewed the bids for responsiveness and found that Florida Sidewalk, the lowest bidder, submitted a responsive bid. Florida Sidewalk was awarded the single sourced contract 2014-57 for Repair of Sidewalk Trip Hazards. The Town did not have any performance issues with Florida Sidewalk for that contract.

Based on Procurement’s review of the bid submittals, we have determined that Florida Sidewalk Solutions is the lowest responsive and responsible bidder and their bid prices are fair and reasonable.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 18-1570

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-40, REPAIR OF SIDEWALK TRIP HAZARDS TO FLORIDA SIDEWALK SOLUTIONS, LLC IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5(b) of the Town’s Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid (“ITB”) No. 2018-40 on August 15, 2018, for Repair of Sidewalk Trip Hazards; and

WHEREAS, the ITB was properly advertised on two public bidding websites, DemandStar and Public Purchase, and noticed in the Town Hall Lobby; and

WHEREAS, the Town received two (2) bids by the bid deadline from Florida Sidewalk Solutions, LLC (“FSS”) and American Grinding Company, LLC.; and

WHEREAS, based on due diligence, Procurement determined that FSS was the lowest responsive and responsible bidder; and

WHEREAS, Procurement recommended awarding a contract to FSS pursuant to budgeted funds for the Repair of Sidewalk Trip Hazards as-needed; and

WHEREAS, the Town Manager concurred with Procurement’s recommendation and recommended the Town Council authorize the award of a contract to FSS in an amount not to exceed budgeted funds for ITB 2018-40 Repair of Sidewalk Trip Hazards as-needed; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with FSS for the Repair of Sidewalk Trip Hazards as-needed in an amount not to exceed budgeted funds for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to Florida Sidewalk Solutions, LLC in substantially the form attached hereto as Exhibit “A” for the Repair of Sidewalk Trip Hazards as-needed in an amount not to exceed budgeted funds (hereinafter referred to as “Contract”).

Section 3. Authorization of Town Officials. The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contract.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract with Florida Sidewalk Solutions, LLC in an amount not to exceed budgeted funds

for these services and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

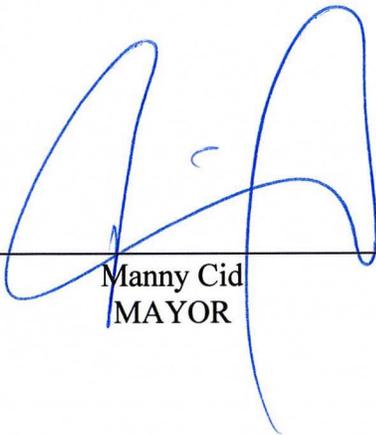
Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

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Passed and adopted this 2nd day of October 2018.

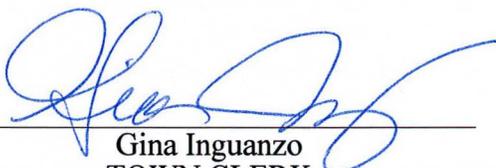
The foregoing resolution was offered by Mayor Cid who moved its adoption. The motion was seconded by Councilmember Daubert and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	<u>yes</u>
Vice Mayor Frank Mingo	<u>yes</u>
Councilmember Luis Collazo	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>
Councilmember Marilyn Ruano	<u>yes</u>



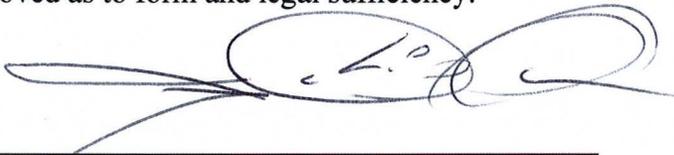
Manny Cid
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

ATTACHMENT A
CONTRACT FOR REPAIR OF SIDEWALK TRIP HAZARDS

- **ITB No. 2018-40**

- **SCOPE OF WORK**

INVITATION TO BID

Repair of Sidewalk Trip Hazards

ITB No. 2018-40



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Timothy Daubert
Councilmember Luis Collazo
Councilmember Ceasar Mestre
Councilmember Nelson Rodriguez
Councilmember Marilyn Ruano**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	August 15, 2018
Bids Due	11:00 AM, September 4, 2018

Repair of Sidewalk Trip Hazards
ITB 2018-40

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SECTION A. NOTICE TO BIDDERS

ITB Name: Repair of Sidewalk Trip Hazards
ITB No.: 2018-40
Bids Due: 11:00 AM, September 4, 2018

Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide sidewalk repair services ("Services"). The Town of Miami Lakes requires a licensed Contractor to inspect and repair sidewalk trip hazards in order to maintain the quality of the Town's sidewalks and limit the Town's liability for trip hazards. When the Town becomes aware of developing trip hazards, the Town will assess whether the damaged sidewalk flag is so extensive that it merits replacement of the whole flag, or if the flag can be salvaged through the process of sidewalk grinding. If the flag can be salvaged, the Town will utilize this Contract to repair trip hazards, returning the sidewalk flag to a safe condition.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on September 4, 2018**, at which time the Bids will be opened.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on Public Purchase and the Onvia DemandStar websites. Copies of the ITB, including all related documents, can be obtained by visiting Public Purchase at www.publicpurchase.com or at DemandStar's website at www.demandstar.com. It is strongly recommended that on either website, Bidders should register with the Town of Miami Lakes to receive notifications on changes to the solicitation documents.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of five (5) years of experience performing sidewalk trip hazard repair projects;
2. Must provide at least three (3) verifiable client references for successful completion of three (3) distinct sidewalk repair contracts with other public agencies of similar scope and value performed within the last five (5) years; and
3. Possess a valid certified license as a General Contractor from the State of Florida, or a Certificate of Competency from the Miami-Dade County's Construction Trade Qualifying Board as a General Engineering Contractor or a Specialty Engineering Contractor.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other**

communications, oral or otherwise, will be accepted. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the

company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 PRE-BID CONFERENCE

No Pre-Bid Conference has been scheduled for this solicitation.

B2.08 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include

it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.09 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.10 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, www.miamilakes-fl.gov under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.11 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.12 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.13 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.14 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov>.

B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.17 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.18 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <http://www.miamilakes-fl.gov>.

B2.19 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms attached hereto.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail, and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Subcontracting of any work under this Contract is not permitted, unless prior written approval is obtained from the Town Manager for work under a particular Work Order.

In the event subcontractors are utilized, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and

suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and

agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C1.08 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.21 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

C1.22 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.23 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

C1.24 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

C1.25 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C1.26 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@gastesi.com

For Contractor:

Steven Sdankus
President
Florida Sidewalk Solutions
7051 SW 22nd Court
Davie, Florida 33317
savanna@floridasidewalksolutions.com

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents

and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(3rd) CGL Required Endorsements:

- a) Employees included as insured
- b) Contingent Liability/Independent Contractors Coverage
- c) Contractual Liability
- d) Waiver of Subrogation
- e) Premises and/or Operations

- f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g) Loading and Unloading
- h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. *Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. *Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known,

would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for

solicitation. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor until the Town is able to award a new contract. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

C5.02 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. *Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

C5.03 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C5.04 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

C5.05 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Work consists of the inspection of Town sidewalks and repair of sidewalk trip hazards. Based on the criteria established by the Town, the Contractor shall visually inspect, pre-identify, measure, and record sidewalk trip hazards suitable for repairs throughout the project area. The Contractor shall identify and record sections of sidewalk that meet Town criteria for slab removal and replacement throughout the project area. After the inspection is complete, and upon approval of the Town, the Contractor shall repair sidewalk trip hazards identified in order to achieve a contiguous level surface between slabs. The Contractor must furnish all labor, materials, equipment, and supervision required for the inspection of sidewalks and repair of sidewalk trip hazards.

D1.01 SURVEY SPECIFICATIONS

Before any repair work takes place, the Contractor shall survey the zone identified by the Town that work shall take place in and identify all vertical trip hazards in the project area that have slab displacements greater than 0.25" that would be candidates for repair. The Contractor shall note any slab with a displacement of greater than 2" and provide a report of such locations to the Town for replacement. During the survey, each identified location shall be assigned and marked with a site number. This number shall also be used to reference each site on the report. After the survey is complete, a report shall be submitted to the Town for review and approval before any work is to commence. The report shall include:

- A list of all identified displacements categorized by site number, address, size of displacement, and estimated cost of repair for each location.
- A list of all identified slabs with displacement in excess of 2" or meeting Town criteria for slab removal and replacement. Note these locations for the Town to consider for removal and replacement and provide a report with site number, address, GPS coordinates, and dimensions (ft) of slab replacement for each location.
- A total number of trip hazards to be addressed and remedied.
- A map with all identified site numbers included in the survey, as well as a KML file of the locations for Town use.

D1.02 CONCRETE CUTTING SPECIFICATIONS

After the survey, once approval is given by the Town, Contractor shall repair the sidewalk deviation to achieve a level surface. All equipment used in the process of repairing the sidewalk must fit on the sidewalk and not overhang the sidewalk, which may adversely affect landscaped areas. Contractor shall not cause damage to landscaping, retaining walls, curbs, sprinkler heads, utilities, etc., however, in such event damage is caused, Contractor shall be liable for all damages to the foregoing and the cost to restore damaged property to its pre-existing state.

D1.03 LIMITATIONS

- No storing of equipment or materials on the public right-of-way or private property shall be allowed.
- All sidewalk repairs started in residential areas shall be completed by the end of the same work day in which they started. Sidewalk repairs through driveways of adjoining business properties shall be completed within two (2) hours.
- The Town may direct repairs at locations other than construction joints. Repairs directed by the Town will be paid for at the unit prices specified on the Bid Form.
- At no time shall the Contractor cause excessive dust – in the sole opinion of the Town – to be airborne. Any dust created by the repair process must be damped with water or immediately consumed by a vacuum system. If dust is remediated with water, any and all debris or slurry created as a result of

the process must be cleaned the same day. Slurry must be immediately contained and will not be permitted to stand on the sidewalk or run into the parkway or residential property.

- The Contractor shall take precautions during repair operations to not disfigure, scar, impair, or damage any surrounding surfaces including, but not limited to, sidewalk, driveway, roadway, steps, walls, railings, light poles, turf, or any public or private installations such as trees, irrigation, sprinkler heads, electric fences, etc.
- All potential trip hazards marked for repair must be removed in accordance with the American with Disabilities Act (ADA) requirements with the resulting finish being ADA compliant. Each offset must be tapered at 1:12 slope and must have smooth uniform appearance and texture.
- The finished result of each repair shall be taken to a zero point of differential settlement along the entire length of the repair and to both edges of the sidewalk to eliminate the potential for trip hazards the full width of the sidewalk.
- The Contractor shall have an employee safety plan and shall employ safety procedures that ensure that bystanders or passersby will not be injured from the implementation of the work.

After completion of repairs, the Contractor shall submit an invoice listing all trip hazard repairs made in the project area to match the survey. This list should include the survey site number, address, size of displacement, and final cost of repair for each location, as well as the total number of trip hazards remedied.

D1.04 METHOD OF MEASUREMENT

Repairs of sidewalks will be measured for payment in inch-feet of sidewalk repaired. The cost of cleaning each worksite shall be included in the priced indicated on the Bid Form. The quantity of sidewalk repair will be determined by multiplying the average sidewalk vertical separation height by the length of repair along the joint on each vertical separation in inch-feet. The Contractor is required to record and submit, with each invoice, the exact dimensions of each vertical separation removed per location. Depth shall be measured to the nearest 1/8 inch.

D1.05 LOCATION OF WORK

Work for this Contract shall take place within the corporate limits of the Town of Miami Lakes. Specific maintenance areas and zones for each Work Order are to be established by the Public Works Department. Once the Contractor receives approval from the Town to begin work, work shall be continuous until all work is complete. Any costs incurred for mobilization are considered incidental to this Contract. Work will generally cease when all identified locations for survey and repair have been addressed by the Contractor, or when the Town's allocated funds have been expended.

D2 WORK ORDERS

Work will be issued on an as-needed basis through the issuance of Work Orders, which may contain multiple work sites. Work Orders issued during the term of this Contract shall survive termination until the Work contained therein is completed and accepted by the Town.

D3 CONTRACT TERM

This Agreement will be effective upon execution by both parties and shall be for a period of three (3) years. The Town, at its sole discretion may exercise up to two (2) options to renew (OTRs) the Contract for additional one (1) year periods each.

D4 TIME FOR PERFORMANCE OF THE WORK

The timeframe for completion will be stated in each Work Order. Timeframes stated in any Work Order are mentioned because of their importance to the Town. Therefore, time is of the essence with respect to work under each particular Work Order.

D5 PROGRESS PAYMENTS

Contractor may make application for payment to the Project Manager for Work completed and accepted during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. Payment Applications may be submitted in in hard copy form or electronically and the Contractor must only use the Town's Contractor Payment Application Form. Supporting evidence to be included with any application for payment includes any information required by the Project Manager. Each application for payment must be submitted in duplicate for approval.

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- Damage to another contractor not remedied.
- Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
- Failure of Contractor to provide any and all documents required by the Contract Documents.

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment may be conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the Town's interest, including applicable insurance in the name of Town and transportation to the Project site.

Contractor retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason.

D6 INVOICES

Contractor will provide the Town with one invoice for progress payments in accordance with Article D4 above. Multiple invoices will not be accepted, and the Town will not make payment based on statements of accounts. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Work Order number
- Date of invoice
- Purchase Order number
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor will be compensated at the unit prices specified in the Bid Form of the Contract.

All payment(s) will be made in accordance with the State of Florida Local Government Prompt Payment Act.

D7 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered. The Contractor is solely responsible for the purchase, delivery, and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is solely liable for receiving, inspecting, accepting, and for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FOOT, Miami-Dade County, and Town rules and regulations.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

D8 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information (RFI) where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town will respond in writing.

D9 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract Documents will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of Final Acceptance and the Contractor must provide such written warranty prior to the Town issuing final payment. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated in a Contract, then the manufacturer's warranty term takes precedence. Contractor is required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Acceptance of the Project.

All warranties, expressed and/or implied, must be provided to the Town for material and equipment covered by the Contract Documents. All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor must correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Acceptance of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from

the Town. Where such funds are not available, the Town will bill the Contractor and Contractor shall reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D10 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to obtain final completion of projects within the timeframes established in the Contract, the Work Order, or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract or Work Order, the Contractor must pay to the Town for each and every calendar day of unexcused delay, which is hereby agreed upon not as a penalty but as liquidated damages. The per diem amount to be paid in liquidated damages shall be stated in each Work Order as applicable. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D11 PROGRESS MEETINGS

Contractor must hold progress and coordination meetings as required by the Project Manager or Consultant, to provide for the timely completion of the Work.

D12 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally.

D13 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor shall be responsible for all site(s) security and any loss, damage or theft to its equipment and materials. The Project Manager at its sole discretion may make a staging site(s) available for use by the Contractor. Contractor must not utilize the Staging Site for worker's parking without the prior written approval of the Project Manager. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor is responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site(s) to its pre-existing condition prior to the Contractor's use of the site(s).

D14 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

D15 PROJECT SITE FACILITIES

The Contractor must arrange for all Project site facilities as may be necessary to perform the Work.

Contractor's, supplier's, materialmen's personnel must not use the Town office or public restrooms that may be available at project site(s) without the prior consent of the manager of the facility or the Project Manager where there is no manager of a facility. The Contractor must provide and maintain at its own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida Department of Health and Rehabilitative Services or Dade County Health Department. The Contractor, his employees or his Subcontractors must commit no public nuisance or use any facilities that have not been specifically provided for use by the Contractor.

The Contractor must furnish an adequate supply of drinking water for its employees.

There must be adequate provisions made by the Contractor to ensure all disposable materials are properly disposed of and do not create a nuisance to the Town or the public. The location of the temporary facilities will be subject to the approval of the Project Manager.

Contractor is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager.

The Contractor is required to obtain all necessary permits required for any Project site facilities. Contractor shall also be responsible to maintain such facilities in a safe and working condition.

All such facilities remain the property of the Contractor and the Contractor is responsible for removal and disposal of such facilities prior to Final Acceptance.

D16 INSPECTION OF WORK

The Project Manager, Inspectors, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work shall at all times have access to the Work

Should the Contract, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor shall provide timely notice of readiness of the Work for testing and timely notice shall be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor shall be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town shall pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract. In such instances the Contractor shall reimburse the Town for all incurred testing cost and the Contractor shall be responsible for any costs associated with re-testing to ensure compliance.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of the Contract or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager or Consultant.

D17 ACCEPTANCE AND FINAL PAYMENT

After completion of any punch list work and after the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the Contract terms and conditions.

Before submission of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract Documents, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to issue final payment; the final corrected as-built drawings; operations and maintenance data, contractor's and manufacturer's warranties, and the final bill of materials, if required, and any other required documents.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town may, upon such certification, and without terminating the Contract Documents, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D18 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor

liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

D19 UTILITIES

D19.01 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

D19.02 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the Work at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

D19.03 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power that may be required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of utilities and potable water sources required for the Work.

D20 COORDINATION OF THE WORK

Prior to the commencement of the Work under the Contract, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor must inspect the Work already in place and must at once report to Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

D21 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must, at all times, keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.

D22 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager will have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third-party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Contractor is responsible to control dust and prevent it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

D23 SAFETY ISSUES

Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

All open trenches or holes must be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the completion of the Contract.

D24 SUPERVISION OF THE WORK

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English-speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

END OF SECTION

ATTACHMENT B
CONTRACT FOR REPAIR OF SIDEWALK TRIP HAZARDS

- **CONTRACT PRICE**

CONTRACT EXECUTION FORM

This Contract 2018-40 made this 25 day of September in the year 2018 in an amount not to exceed budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Florida Sidewalk Solutions hereinafter called the "Contractor."

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

Attest:
By: [Signature]
Gina Inguanzo, Town Clerk

TOWN OF MIAMI LAKES
By: [Signature]
Alex Rey, Town Manager

Legal Sufficiency:

By: [Signature] Date: 10/13/18
Raul Gastesi, Town Attorney

Signed, sealed and witnessed in the presence of:

CONTRACTOR

Florida Sidewalk Solutions
(Contractor's Name)

By: _____

By: [Signature]
Name: STEVEN SDANKUS
Title: OWNER / PRESIDENT
Date: 9/25/18

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

Exhibit A
SECTION D
D1.01 SURVEY SPECIFICATIONS

SIDEWALK SURVEY TRIP HAZARDS LIST



Florida Sidewalk Solutions
 7051 SW 22nd Ct
 Davie, FL 33317
 Federal ID #: 56-2520955
 CC# E0600786
 Ph:954-514-7218/Fax:954-616-8834
www.floridasidewalksolutions.com

Town of Miami Lakes
 6601 Main St.
 Miami Lakes, FL 33014
 Gate Code: n/a
 305-793-7076

Total Ln. Ft.
109.00

Total In. Ft.
51.50

FLORIDA SIDEWALK SOLUTIONS						
No.	Uplift Size		Lineal Feet	Location		Inch Feet
	Left	Right				
1	0.50	0.00	5	Side of 16371, NW 87th Ct		1.25
2	0.75	0.00	5	16371, NW 87th Ct		1.88
3	0.50	0.25	5	16371, NW 87th Ct		1.88
4	1.00	0.00	5	16371, NW 87th Ct		2.50
5	0.25	0.50	4	16371, NW 87th Ct		1.50
6	0.75	0.00	5	16351, NW 87th Ct		1.88
7	0.50	0.50	5	16351, NW 87th Ct		2.50
8	0.50	0.00	5	16331, NW 87th Ct		1.25
9	0.25	1.00	5	16331, NW 87th Ct		3.13
10	REPLACE			16331, NW 87th Ct		NO CUT
11	0.00	1.00	5	16331, NW 87th Ct		2.50
12	0.00	1.00	5	16311, NW 87th Ct		2.50
13	REPLACE			16271, NW 87th Ct		NO CUT
14	0.50	1.50	5	16251, NW 87th Ct		5.00
15	1.00	0.75	5	16251, NW 87th Ct		4.38
16	REPLACE			16251, NW 87th Ct		NO CUT
17	0.50	0.00	5	16231, NW 87th Ct		1.25
18	0.50	0.50	5	16231, NW 87th Ct		2.50
19	0.25	0.50	5	16231, NW 87th Ct		1.88
20	0.25	0.50	5	8720, NW 162nd Ter		1.88
21	0.00	1.00	5	8752, NW 162nd Ter		2.50
22	0.25	0.50	5	8752, NW 162nd Ter		1.88
23	0.00	0.50	5	8752, NW 162nd Ter		1.25
24	0.75	0.75	5	8788, NW 162nd Ter		3.75
25	0.75	0.25	5	8785, NW 162nd Ter		2.50

7051 SW 22nd Ct. Davie, FL 33169
 Office: (954) 514-7218*Fax: (954) 616-8834

Section D
D1.01 SURVEY SPECIFICATIONS (Sample)

SIDEWALK SURVEY MAP & KML FILE



Section D
D1.01 SURVEY SPECIFICATIONS (Sample)

OUR WORK

- Florida Sidewalk Solutions removes trip hazards from concrete and asphalt sidewalks to assist communities in alleviating trip and fall liability, meeting the requirements of the Americans with Disabilities Act (ADA) and improving community assets. Our approach has been awarded 6 U.S. patents, one pending. We use a horizontal saw to repair trip hazards as small as 1/4 inch (as defined by the ADA) to as high as 2.0 inches. Communities and municipalities find that our proprietary services are more efficient and can save them thousands of dollars compared to the cost of conventional methods of trip hazard removal.
- U.S. Patent Numbers: 6,827,074, 6,896,604, 7,000,606, 7,143,760, 7,201,644, 7,402,095
- Florida Sidewalk Solutions does not grind or pulverize concrete. Grinders can cause crevices and pitting, resulting in further damage and deterioration to the concrete due to water retention in the low, uneven spots. Grinders often leave partial hazards at the edges of a sidewalk panel, which means after you've paid for a repair, you are still left with a liability.
- **ALL** jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented – Saw Cutting Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.
- Our work requires the use of generators therefore we cannot work in rainy conditions or with wet concrete.
- There is a minimum charge for our work.
- Florida Sidewalk Solutions does **not** remove or replace sidewalks. Sidewalks noted on the estimate as **replace** are sidewalks beyond the scope of our work and will not be repaired by Florida Sidewalk Solutions.
- To view an animated demo of our work please click here:
<http://www.floridasidewalksolutions.com/animation/animation.html>

LICENSE AND INSURANCE

- Town of Davie Occupational license: #41998
- Broward County Occupational license: #329-30464
- Miami-Dade County Occupational license: #607999-0
- Village of Royal Palm Beach Occupational license: #13-00012908
- Certificate of Competency: E0600786
- Federal Tax ID: #56-2520955
- Certificate of Liability includes: General Liability=\$2,000,000/General Aggregate=\$2,000,000 / Automobile=\$1,000,000/ Worker's Comp=\$1,000,000
- Please let us know in advance if you need to be listed as a *Certificate Holder* on our policy.
**Copies of insurance, licenses, and references furnished upon request.*



Solicitation No.: 2018-40

Repair of Sidewalk Trip Hazards

Bidders	Bid Amount
American Grinding Company, LLC	\$171,000.00
Florida Sidewalk Solutions	\$162,450.00

RESOLUTION NO. 18-1570

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-40, REPAIR OF SIDEWALK TRIP HAZARDS TO FLORIDA SIDEWALK SOLUTIONS, LLC IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5(b) of the Town’s Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid (“ITB”) No. 2018-40 on August 15, 2018, for Repair of Sidewalk Trip Hazards; and

WHEREAS, the ITB was properly advertised on two public bidding websites, DemandStar and Public Purchase, and noticed in the Town Hall Lobby; and

WHEREAS, the Town received two (2) bids by the bid deadline from Florida Sidewalk Solutions, LLC (“FSS”) and American Grinding Company, LLC.; and

WHEREAS, based on due diligence, Procurement determined that FSS was the lowest responsive and responsible bidder; and

WHEREAS, Procurement recommended awarding a contract to FSS pursuant to budgeted funds for the Repair of Sidewalk Trip Hazards as-needed; and

WHEREAS, the Town Manager concurred with Procurement’s recommendation and recommended the Town Council authorize the award of a contract to FSS in an amount not to exceed budgeted funds for ITB 2018-40 Repair of Sidewalk Trip Hazards as-needed; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with FSS for the Repair of Sidewalk Trip Hazards as-needed in an amount not to exceed budgeted funds for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to Florida Sidewalk Solutions, LLC in substantially the form attached hereto as Exhibit “A” for the Repair of Sidewalk Trip Hazards as-needed in an amount not to exceed budgeted funds (hereinafter referred to as “Contract”).

Section 3. Authorization of Town Officials. The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contract.

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract with Florida Sidewalk Solutions, LLC in an amount not to exceed budgeted funds

for these services and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

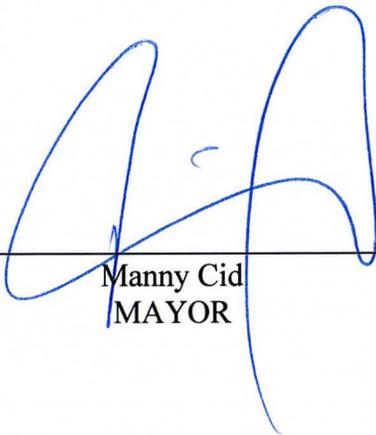
Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

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Passed and adopted this 2nd day of October 2018.

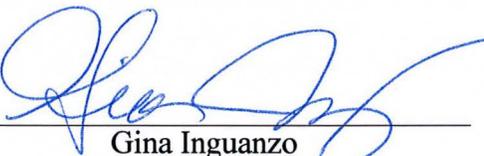
The foregoing resolution was offered by Mayor Cid who moved its adoption. The motion was seconded by Councilmember Daubert and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	<u>yes</u>
Vice Mayor Frank Mingo	<u>yes</u>
Councilmember Luis Collazo	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>
Councilmember Marilyn Ruano	<u>yes</u>



Manny Cid
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

Home

Previous Page Next Page

Attachments

Ledger: GM Fiscal Year: 2019 Level: OB Account Status:

12417 FUND DEPT DIV
 OBJ ACTL SUBA ELEM

Results

Org Key	Object	Description	Budget	Status
1241730	5413450	PUBLIC WORKS, ST / CONTRACTUAL SERV	0.00	A
1241730	5416490	PUBLIC WORKS, ST / CONSTRUCTIONS PR	606,500.00	A

Account Information

Description: PUBLIC WORKS, ST / CONSTRUCTIONS PR
 Fiscal Year: 2019
 Balance Type: DR
 : 606,500.00
 Total Exp & Enc: 20,000.00
 Unencumbered Balance: 586,500.00

Account Balance by Period

Transactions

Unposted Transactions

Encumbrances

Unposted Encumbrances

Unposted Budget Adjustments

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF PUBLIC HEARINGS - CITY OF SOUTH MIAMI - DEC . 4, 2018

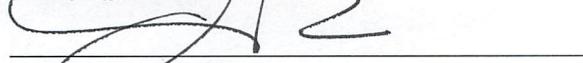
in the XXXX Court,
was published in said newspaper in the issues of

11/23/2018

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this
23 day of NOVEMBER, A.D. 2018



(SEAL)

GUILLERMO GARCIA personally known to me



MARIA I. MESA
Notary Public - State of Florida
Commission # FF 935208
My Commission Expires Mar 4, 2020
Bonded through National Notary Assn.



**CITY OF SOUTH MIAMI
NOTICE OF PUBLIC HEARINGS**

NOTICE IS HEREBY given that the City Commission of the City of South Miami, Florida will conduct Public Hearing(s) at its regular City Commission meeting scheduled for Tuesday, December 4, 2018, beginning at 7:00 p.m., in the City Commission Chambers, 6130 Sunset Drive, to consider the following item(s):

A Resolution authorizing the City Manager to enter into multi-year agreement with Florida Sidewalk Solutions, LLC., by piggybacking onto its agreement with the Town of Miami Lakes for Repairs of Sidewalk Trip Hazards within the City.

ALL interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Nkenga A. Payne, CMC
City Clerk

Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person 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.

11/23

18-47/0000362527M



PUBLIC HEARING

ZONING HEARING

**COMMUNITY ZONING APPEALS BOARD - 15
WEDNESDAY, DECEMBER 5, 2018 – 7:00 P.M.
SOUTH DADE REGIONAL LIBRARY
10750 SW 211 STREET, MIAMI, FLORIDA**

**THE LIST BELOW CONTAINS ZONING ITEM(S) WHICH MAY BE OF
INTEREST TO YOUR IMMEDIATE NEIGHBORHOOD.**

“COURTESY NOTICE”

**To correct day of meeting and applicant name advertised on 11-18-18 to the
application below.**

1. CUTLER RIDGE HOLDINGS CORP. (Z201700197)

Location: 11900 and 11950 SW 222 Street, Miami-Dade County, Florida.
Size of property: 4 Acres

The applicant is requesting to modify a condition of a previously approved resolution to permit the applicant to submit a new site plan showing additional ingress/egress gates along the north and east property lines.

All persons are entitled to attend and to speak at zoning hearings. However, the courts have ruled that it is improper to contact a Board member individually, either orally or in writing, about zoning applications.

Those items not heard prior to the ending time for this meeting, will be deferred to the next available zoning hearing meeting date for this board.

Registration is available to any Homeowner's Association desiring that notice be provided to its president on zoning hearings involving its area of interest. For more information on this registration procedure, please call at the Zoning Hearing Section at (305) 375-2640.

If you are in need of a translator at the Hearing, one can be provided for you at no charge. To arrange for translating services, please call the Zoning Agenda Coordinator's Office at (305) 375-1244 at least two weeks in advance of the meeting date.

Maps and other data pertaining to these items are available for inspection at the MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, (RER), 11TH FLOOR, 111 NW First Street, Miami, Florida. If further information is desired, call (305) 375-2640, or visit our WEB page to view the hearing file at:

**https://energov.miamidade.gov/EnerGov_Prod/SelfService#/home
Please refer to the hearing number when making an inquiry.**

Miami-Dade County provides equal access and equal opportunity in employment and does not discriminate on the basis of disability in its programs or services. For material in alternate format, a sign language interpreter or other accommodations, please call the (RER) Development Services Division ADA Coordinator, at (305) 372-6779 at least five days in advance of the meeting.

* A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at this meeting or hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based five days in advance.

For legal ads online, go to <http://legalads.miamidade.gov>



CITY OF SOUTH MIAMI COURTESY NOTICE

NOTICE IS HEREBY given that the City Commission of the City of South Miami, Florida will conduct Public Hearing(s) at its regular City Commission meeting scheduled for Tuesday, December 4, 2018, beginning at 7:00 p.m., in the City Commission Chambers, 6130 Sunset Drive, to consider the following item(s):

A Resolution authorizing the City Manager to enter into multi-year agreement with Florida Sidewalk Solutions, LLC., by piggybacking onto its agreement with the Town of Miami Lakes for Repairs of Sidewalk Trip Hazards within the City.

ALL interested parties are invited to attend and will be heard.

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Nkenga A. Payne, CMC
City Clerk

Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person 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.

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Ordinance

Agenda Section:

Subject:

An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article III, Sections 20-3.4, 3.5 and 3.6; Article IV, Sections 20-4.3, 4.5, 4.5.1, and 4.6; Article V, Sections 20-5.7, 5.11, 5.12, 5.13, and 5.23; Article VI, Sections 20-6.1(C) and 6.2.; Article VII, Sections 20-7.3, 7.3.1, 7.5, 7.14, 7.15, 7.22, 7.24, 7.52; Article VIII, Sections 20-8.2, 8.9 and 8.12; Article IX, Section 20-9.5; Article X, Sections 20-10.5 and 10.9 ; Article XI, Section 20-11.2 and 11.9; Article XIII, Section 20-13.85 to amend the powers of the board and to make other revisions. 3/5 (Vice Mayor Harris)

Suggested Action:

Attachments:

[Ord_Amending_LDC_re_ERPB_v5sa.doc](#)

[7_3.1.____Issuance_of_building_permits.....doc](#)

[13_85.____Location_and_relocation_of_facilities..doc](#)

[20_3.4____Special_use_conditions..doc](#)

[20_3.5____Dimensional_requirements..doc](#)

[20_3.6____Supplemental_regulations..doc](#)

[20_4.3____Sign_regulations..doc](#)

[20_4.5.1____Tree_protection.\(2\).doc](#)

[20_4.6____Environmental_review_standards..doc](#)

[20_5.7____Rezoning_and_text_amendments.\(2\).doc](#)

[20_5.11____Site_plan_review_approvals..doc](#)

[20_5.12____Planned_unit_development_approvals..doc](#)

[20_5.13____Building_permit_approvals..doc](#)

20_5.23__Satellite_antenna_procedures..doc

20_6.1 (C) ERPB.doc

20_6.2__Appeals_and_Review..doc

20_7.3__Review_procedure..doc

20_7.5__Definitions..doc

20_7.14__Regulating_plan_Special_areas..doc

20_7.15__Architectural_standards_Intent. (1).doc

20_7.22__Architectural_standards_Roofs_and_gutters..doc

20_7.24__Architectural_standards_Colors..doc

20_7.52__Procedure_for_special_exception..doc

20_8.2__Definitions. (1).doc

20_8.9__Special_exceptions..doc

20_8.12__Architectural_standards_Intent..doc

20_9.5__Development_review_procedures..doc

20_10.4__General_requirements_and_minimum_standards. (1).doc

20_10.5__Uses_requiring_administrative_approval. (1).doc

20_10.9__Accessory_equipment_building. (1).doc

20_11.2__Designation_procedure_for_historic_sites..doc

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An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article III, Sections 20-3.4, 3.5 and 3.6; Article IV, Sections 20-4.3, 4.5, 4.5.1, and 4.6; Article V, Sections 20-5.7, 5.11, 5.12, 5.13, and 5.23; Article VI, Sections 20-6.1(C) and 6.2.; Article VII, Sections 20-7.3, ~~7.3.1~~, 7.5, 7.14, 7.15, 7.22, 7.24, 7.52; Article VIII, Sections 20-8.2, 8.9 and 8.12; Article IX, Section 20-9.5; Article X, Sections 20-10.5 and 10.9 ; Article XI, Section 20-11.2 and 11.9; ~~Article XIII, Section 20-13.85~~ to amend the powers of the board and to make other revisions.

WHEREAS, the Mayor and the City Commission desires to amend Chapter 20, Article III, Sections 20-3.4, 3.5 and 3.6; Article IV, Sections 20-4.3, 4.5, 4.5.1, and 4.6; Article V, Sections 20-5.7, 5.11, 5.12, 5.13, and 5.23; Article VI, Sections 20-6.1(C) and 6.2.; Article VII, Sections 20-7.3, 7.5, 7.14, 7.15, 7.22, 7.24, 7.52; Article VIII, Sections 20-8.2, 8.9 and 8.12; Article IX, Section 20-9.5; Article X, Sections 20-10.5 and 10.9; Article XI, Section 20-11.2 and 11.9.

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

Section 1. The City of South Miami Land Development Code, Chapter 20, Article III, Sections 20-3.4(B) (22), 20-3.5H and 20-3.6 subsections O, Q and W are hereby amended to read as follows:

Sec. 20-3.4

(B)

(22) AUTOMOBILE RENTAL AGENCY. The following requirements shall be applicable to all automobile rental agencies allowed as a special use: (a) No ingress or egress to the automobile rental agency shall be permitted through abutting residentially zoned parcels. (b) When adjacent to a residential district, a landscape buffer acceptable to the ~~Ceity's- Commission~~ ERP shall be constructed along dividing property lines.

Sec. 20-3.5

H

(C) Performance Standards. The performance standard set forth in this section will guide the development of two-story residential homes in the single family residential districts: RS-1, RS-2, RS-3, RS-4 and RS-5. The performance standards are necessary in order to address yard setbacks, open space, adequate landscaping, plan review process, and existing character of the residential neighborhoods in the City of

1 South Miami. By implementing these standards, the City will be able to preserve and
2 enhance the neighborhood character through architectural designs that are consistent
3 and responsive to the individual context of the City's architecturally diverse
4 neighborhoods.

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8 (9) Architectural and Site Plan Review. All new two-story homes or second
9 story additions shall be reviewed by the ERPB consistent with Section 20-6.1(C) of
10 the Land Development Code. The design review must be based on sound and clearly
11 articulated design principles. The architectural plans must be signed and sealed by a
12 Florida Registered Architect.

13 (a) The ERPB shall consider and apply the following features as part of the
14 review:

15 (i) Scale, color, texture, appropriateness, and aesthetic quality of all proposed
16 buildings and other structures;

17 (ii) Quantity, quality and arrangement of all proposed landscaping and open
18 space features;

19 (iii) Overall compatibility of the proposed development with the existing and
20 desired character of the property and neighborhood in which located; and

21 (iv) The installation of sidewalks along all arterial roadways and compliance
22 with the City's sidewalk policies and requirements.

23 (b) Designs should use a mix of articulation, architectural elements and
24 exterior finishes reducing the perceived scale and bulk of buildings, including low to
25 moderately pitched roofs and recesses under roof creating indoor/out door living
26 spaces (terraces). ~~In considering the design of the building, the ERPB shall consider~~
27 ~~and apply Section 7(a)(i) thru (iii), and render a recommendation to the City~~
28 ~~Commission for approval, approval with conditions or denial decision as to the~~
29 ~~adequacy of the elements in the design concept including, but not limited to:~~

30 Trim

31 Shutters

32 Awnings and canopies

33 Windows (Fenestration)

34 Doors

35 Texture of surface

36 Colors

37 Roofs (materials, color, slope and overhang)

38 Planters

39 Window boxes

40 Walls, height, location, materials, design

41 Height of building

42 Location of structure on site

43 Site circulation in regard to pedestrian travel, parking, services, grades and
44 landscaping

45 Location of exposed piping, conduits and rain water leaders

46 The impact on adjacent properties of continuous two-story walls

47 All lighting (height, location and style)

1
2 (c) A Comprehensive Neighborhood Analysis, photographs of the site, and a
3 statement explaining how the proposed building ~~complies~~ assimilates with the
4 architectural style surrounding the site must be submitted as part of the **ERP**
5 application. The **ERP** shall ~~require~~ recommend changes to the plans to ensure that
6 the design preserves the existing architectural style of the neighborhood, unless
7 specified to the contrary, and promotes design excellence in the community. The
8 **ERP**, as part of the its application for review, shall require the submission of
9 photographs of both sides of the street and all abutting properties, on the block where
10 the new two-story home or two-story addition is to be constructed.

11 (d) The architectural context includes the height, scale, massing, separation
12 between buildings, and style in regard to how buildings and structures relate to each
13 other within a specified area. Architectural context allows for differences in height,
14 scale, massing, and separation between buildings and style, when such differences
15 contribute to the overall harmony and character of the area. The **ERP** shall not take
16 into consideration existing buildings and structures that are out of context with the area
17 when considering whether a new building or structure or a substantial addition to an
18 existing building or structure is in context with both sides of the street on the block
19 where it is located and surrounding properties. The **ERP** shall review the building or
20 structure in the context of that area in which the site is located when a new building or
21 structure or a substantial addition to an existing building or structure is located on a
22 building site that is on the border of two areas that have different character or content.

23 (e) The Planning Director shall have the administrative discretion to require the
24 above review process to be ~~the~~ accomplished prior to a Planning Board public hearing
25 on the proposed development application, if applicable.

26 (10) Findings. The **ERP** shall ~~determine~~ make a written recommendation as
27 to approval or disapproval of the proposed designed plans and shall explain the
28 reasons for its recommendation. ~~The Board shall prepare a written determination in~~
29 ~~order to state the intent of its decision.~~ The written recommendation ~~determination~~
30 shall be filed with the Planning Department for inclusion in the project record.

31 (11) Historic Preservation Board Review. Construction of a two-story home or
32 a second story additions or alterations to existing homes in the City's Historic District
33 shall be reviewed by the Historic Preservation Board and the **ERP**. The Historic
34 Preservation Board shall review the application for consistency with the City's historic
35 preservation guidelines, requirements set forth in this section, and the standards for the
36 issuance of a Certificate of Appropriateness as set forth in the Land Development
37 Code. The Historic Preservation Board shall also determine the proposed project's
38 compatibility with the guidelines in the specific Historic Designation Report. The
39 Historic Preservation Board recommendations shall be submitted to the **ERP** for
40 consideration. The **ERP** shall give consideration to the findings of the Historic
41 Preservation Board as part of its review for the purpose of determining rendering
42 conclusions as to the consistency of the Historic Preservation Board's findings with
43 the requirements set forth in this section.

44 (12) Development Standards. The development standards are based on
45 percentage of lot size consistent with the table provided below. The lot size that does
46 not exactly match table 2 shall be rounded up to the next highest lot size in order to
47 determine the appropriate lot size.

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2 **20-3.6 - Supplemental regulations.**

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4 (O) *RO Restrictions.*

- 5 (1) In addition to all other requirements, a continuous visual buffer shall be
6 provided whenever an RO use abuts or faces directly (within fifty (50) feet) a
7 property zoned for single-family residential purposes. To accomplish this, the
8 normally required perimeter landscaped buffer shall be increased from five
9 (5) to eight (8) feet in width and trees from Table 20-3.6(O)(5) shall be
10 planted according to the spacing listed. These trees shall be a minimum of ten
11 (10) to twelve (12) feet tall immediately after planting.
- 12 (2) No structure shall be constructed or altered to produce a store front, display
13 window, or any other feature that would detract from residential character
14 except that, in areas where RO zoned property abuts the MetroRail right-of-
15 way, the **Environmental Review and Preservation Board** shall make a
16 recommendation ~~it shall be left to the discretion of the environmental review~~
17 ~~and preservation board~~ as to whether strict compliance shall be necessary on
18 that side abutting the MetroRail right-of-way, providing that all other sides
19 are residential in character.
- 20 (3) A decorative wall or fence of masonry, reinforced concrete, precast
21 concrete, chain link, wood, or other like material that will be compatible with
22 the main structure, five (5) feet in height shall be erected along all interior
23 property lines, including the rear property line; provided, however, that in the
24 event that the rear property line abuts a secondary road, said wall shall be set
25 in ten (10) feet from the official right-of-way of the secondary road, and said
26 ten (10) feet shall be landscaped; provided, further, in the event that the
27 interior side property line abuts the same or more liberal zoning district, the
28 requirement for the wall along said common interior property line shall not
29 apply. Walls within or extending into the required twenty-five-foot front
30 setback area shall be no more than four (4) feet in height. Further, individual
31 buildings shall not be connected by fences, walls, breezeways or any other
32 structures which make the building appear to have a single facade more than
33 eighty (80) feet in width, provided that buildings may be connected by a
34 breezeway at the first level only of no more than eight (8) feet in width.
- 35 (4) No accessory buildings, or storage of supplies, heavy equipment, or large
36 vehicles shall be permitted anywhere on the lot. In addition, air conditioning
37 equipment may not be placed in the required front setback area.
- 38 (5) Table 20-3.6 (O)(5).

39 *Tree Species* and Required Spacing for Continuous Visual Buffer*

	Required Spacing
--	------------------

Aralia (Polyscias balforiana)	3'
Beauty Leaf (Callophyllum antillianum)	10'
Buttonwood (Conocarpus erectus)	5'
Carrotwood (Cupaniopsis spp.)	10'
Madagascar Olive (Noronhia emarginata)	10'
Pink Trumpet Tree (Tabebuia pallida)	10'
Spicewood (Calyptanthes pallen)	10'
Vitex (Vitex gnus castus)	10'
Wax Myrtle (Myrica cerifera)	10'
Yew (Podocarpus spp.)	10'

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1. * Or substitute to be ~~approved~~ reviewed by the **Environmental Review and Preservation Board**.

2. * Or substitution to be made from Commission approved tree list ~~submitted by the Tree Committee~~.

(Q) *Screening and Soundproofing of Exterior Heating, Ventilating, Air Conditioning Equipment, and Other Mechanical Equipment.*

(1) Air-cooled condensing and/or compressor equipment, water cooling towers, and any other similar mechanical or service equipment or apparatus installed or replaced on the roof of any building erected shall be screened from view by a parapet wall or such other screening device as shall be ~~approved~~ reviewed by the **Environmental Rreview and Ppreservation Bboard**. Such screening shall be constructed so as to conceal the equipment visible in elevation. The requirement of ~~approval~~ review by the **Eenvironmental Rreview and Ppreservation Bboard** shall not apply to replacement equipment if existing screening is in place and found sufficient by the Planning Director.

(2) Air-cooled condensing (excluding window and wall units), and/or compressor equipment, water cooling towers, liquid propane gas tanks,

1 irrigation pumps, pool equipment, and any other similar mechanical or
2 service equipment or apparatus installed or replaced on the ground or on a
3 building (other than on its roof) shall be screened from view, at ground level
4 outside the subject property, by the use of landscaping or such other
5 screening device as shall be ~~approved~~ reviewed by the **Environmental**
6 **Review and Preservation Board**. The requirement of ~~approval~~ review by
7 the **Environmental Review and Preservation Board** shall not apply to
8 replacement equipment if existing screening is in place and found sufficient
9 by the Planning Director.

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11 ***

12 (W) *Solar Requirements.*

- 13 (1) *Applicability.* All new construction of single-family residences with living
14 area greater than one thousand one hundred (1,100) square feet, townhouses,
15 and any multi-story residential building where a section of roof can be
16 reasonably allocated, as determined by the Director of the Building
17 Department or the Planning and Zoning Department, to a separately metered
18 dwelling unit (hereinafter referred to as "qualifying multi-story residential
19 building"), that apply for preliminary ~~approval~~ review (or final approval if no
20 preliminary approval was obtained) by the **Environmental Review and**
21 **Preservation Board** on or after September 18, 2017 shall design and construct
22 the roof so as to withstand the weight of all product approved roofing
23 material with the weight of solar collectors and shall install at least the
24 minimum amount of solar collectors required in subsection (2) of this section
25 (W). This requirement shall also apply to existing residential buildings as
26 described above, if an alteration or addition is made that either increases the
27 square footage of the principal structure by seventy-five (75) percent or
28 greater, or that replaces seventy-five (75) percent or more of the existing sub-
29 roof (any portion of the sub-roof that is necessarily replaced due to damage
30 from a natural disaster shall not be included in the calculation of this
31 percentage).

32 ***

33 **Section 2.** The City of South Miami Land Development Code, Chapter 20,
34 Article IV, Sections 20-4.3, 20-4.5, 20-4.5.1 and 20-4.6 are hereby amended to read as
35 follows:

36
37 **20-4.3 - Sign regulations.**

38
39 ***

40 (H) *Permitted Sign Schedule.*

- 41 (1) Signs shall be permitted in the various zoning districts in accordance with
42 the following schedule.

1 (2) Whenever a business is an existing non-conforming use; such an
2 establishment shall be permitted to erect signage as if the business were
3 located where the use is permitted.

4
5 (3) LANDSCAPE and PROJECTING SIGNS must be reviewed by the
6 Environmental Review and Preservation Board. Required submittals shall be
7 per Section 20-4.3(J).

8
9 (4) ADDITIONAL SIGNS as described under Section 20-4.3(L) may be
10 permitted upon the approval of the Planning and Zoning Director
11 Environmental Review and Preservation Board.

12 (5) ALL SIGNS to be permanently erected, constructed, posted, painted, altered
13 or relocated on a designated historic structure or a "contributive" building
14 must be reviewed by the Historic Preservation Board prior to the issuance of
15 a building permit for such signage.

16 (3) LANDSCAPE and PROJECTING SIGNS must be reviewed by the Environmental
17 Review and Preservation Board. Required submittals shall be per Section 20-4.3(J).

18 (4) ADDITIONAL SIGNS as described under Section 20-4.3(L) may be permitted upon the
19 approval review by of the Environmental Review and Preservation Board and approval by the
20 Planning and Zoning Director.

21 (5) ALL SIGNS to be permanently erected, constructed, posted, painted, altered or relocated
22 on a designated historic structure or a "contributive" building must be reviewed by the Historic
23 Preservation Board prior to the issuance of a building permit for such signage.

24 (I) [Zoning Districts.]

25 (1) *RS-Single Family Residential Districts.*

Sign Type	Conditions
ADDRESS ID	One (1) ADDRESS IDENTIFICATION SIGN per premises permitted, not to exceed one (1) square foot in area. Direct illumination is permitted.
BUILDING MARKER	One (1) BUILDING MARKER SIGN per premises permitted, not to exceed two (2) square feet in area.
CONSTRUCTION	One (1) CONSTRUCTION SIGN per lot, not to exceed four (4) square feet in area nor six (6) feet in height to be erected only during the progress of actual construction.
GARAGE SALE	One (1) GARAGE SALE SIGN is permitted per single-family residential dwelling unit, two-times only, for two weekends including Friday only, per each calendar year, not to exceed two (2) square feet in area. Said sign may only be erected on the private property where the garage sale is to be located from sunrise to sunset.
POLITICAL	One (1) POLITICAL OR CAMPAIGN SIGN may be permitted as provided in Miami-Dade County Code of Ordinances.

REAL ESTATE	One (1) REAL ESTATE SIGN per lot, not to exceed two (2) square feet in area with three "riders" permitted.
-------------	--

1 ***

2 (5) *All Other Zoning Districts.*

Sign Type	Conditions
ADDRESS ID	One (1) ADDRESS IDENTIFICATION SIGN per premises permitted, not to exceed one (1) square foot in area.
AWNING	One (1) AWNING SIGN per each awning is permitted, not to exceed five (5) square feet in area for every ten (10) linear feet of awning, on the vertical edge of an awning, where no individual character may exceed six (6) inches in height; additionally, one (1) company logo is permitted per separate awning, not to exceed 50% of the vertical height of the awning structure.
BUILDING MARKER	One (1) BUILDING MARKER SIGN per premises permitted, not to exceed two (2) square feet in area. Indirect illumination is permitted.
BEACON	Two (2) BEACONS per premises permitted, as part of the architectural design of the principal structure.
CHANGEABLE COPY	One (1) detached bulletin board, not to exceed ten (10) square feet in area, is permitted in each yard area facing a street. Indirect illumination is permitted.
CONSTRUCTION	One (1) CONSTRUCTION SIGN per project, not to exceed sixteen (16) square feet in area nor eight (8) feet in height for sites of less than five (5) acres in area to be erected only during the progress of actual construction. For sites of five (5) acres or more in area, one sign facing each public street, such signs shall not exceed thirty-two (32) square feet in area nor eight (8) feet in height to be erected only during the progress of actual construction. Indirect illumination is permitted.
DIRECTIONAL	DIRECTIONAL SIGNS, not to exceed five (5) square feet in area per sign nor four (4) feet in height. Direct illumination is permitted.
DIRECTORY	One (1) DIRECTORY SIGN is permitted per building. Directory signs must be attached to a lobby, hallway, or arcade. A directory sign must be located within ten (10) feet of the building's main entrance. Lettering on directory signs may be of a removable style, but no character may exceed one and one-half (1.5) inches in height. The total area of any directory sign shall be no greater than six (6) square feet in

	area. Indirect illumination is permitted.
DISPLAY PANEL	One (1) DISPLAY PANEL permitted per establishment, not to exceed four (4) square feet in area. Indirect illumination is permitted.
FLAT	FLAT SIGNS with a total aggregate sign area, not to exceed twenty (20) percent of the area of any building face; for the purposes of sign regulation, there shall be considered to be only four (4) facades to any building; no single sign shall exceed two hundred (200) square feet in area. Direct illumination is permitted.
HANGING	One (1) HANGING SIGN per establishment, not to exceed three (3) square feet in area each. Signs shall be uniform in size and design within a single property, but may vary in lettering style and color, provided that they are compatible and coordinated with other signs for individual establishments in the same development. Indirect illumination is permitted.
LANDSCAPE	One low-profile landscape sign may be permitted per project when approved by the <u>Planning and Zoning Director Environmental Review and Preservation Board</u> ; the landscape sign shall be a detached, low-profile sign which is either of a single-face or double-face design; the landscape sign shall not exceed four (4) feet in height from grade, nor twenty (20) square feet in area; and the landscape sign must be appropriately landscaped in a park-like manner, designed to be compatible with adjacent architecture of the surrounding premises. Direct illumination is permitted.
MARQUEE	One (1) MARQUEE SIGN may be permitted, not to exceed ten (10) square feet in area per ten (10) linear feet of street frontage. Direct illumination is permitted. Said sign shall replace permitted flat signs on that building face where affixed.
FREE STANDING MENU BOARD	One (1) MENU BOARD SIGN shall be permitted at each drive-through to a licensed RESTAURANT, not to exceed thirty-five (35) square feet in area nor seven and one-half (7.5) feet in height. A menu board sign may exceed the maximum allowable square footage by up to 10 square feet if the facade of the sign is not significantly visible from a public street, or if visible, screening or landscaping, that is acceptable to the <u>Planning and Zoning Director</u> , shall <u>city's ERPB</u> be provided up to the height of the sign. Direct illumination is permitted. Sign may be detached.
MURAL	One (1) MURAL SIGN is permitted per licensed premises where text and logos are limited to 20% of a single facade;

	graphic, including texts and logos, are limited to 30% of this same single facade area; scenic murals are not limited regarding area, but are limited to same single facade as any graphic mural, text and logos (if any are used).
NAME PLATE	One (1) NAME PLATE identification sign per licensed business establishment and professional license holder, not to exceed one (1) square foot in area per nameplate. Direct illumination is permitted.
POLITICAL	One (1) POLITICAL OR CAMPAIGN SIGN may be permitted as provided in Miami-Dade County Code of Ordinances.
PORTABLE SIGN FOR OUTDOOR DINING	One (1) PORTABLE SIGN per restaurant which is licensed to serve patrons in outdoor dining areas on either public or private property. Said sign shall not exceed four (4) feet in height nor six (6) feet in area, and may only be located within leased area of public sidewalks or on private property. Sign must be removed every night at closing.
PROJECTING SIGN	One (1) PROJECTING SIGN is permitted as a replacement for any permitted FLAT SIGN; signage area must be same as FLAT SIGN, when approved by the <u>Planning and Zoning Director</u> <u>Environmental Review and Preservation Board</u> .
REAL ESTATE	One (1) REAL ESTATE SIGN per lot, not to exceed six (6) square feet in area. For sites of five (5) acres or more in area, such signs shall not exceed twenty-four (24) square feet in area.
ROOF (MANSARD)	One (1) MANSARD OR SHED ROOF SIGN may be permitted for each business establishment which has a mansard roof. Said sign may be up to thirty (30) percent of the mansard roof area, but must be contained within the face of the mansard roof, parallel to the face of the building, and may not extend beyond any edge of the roof. Indirect illumination permitted. Direct illumination is permitted.
SEARCH LIGHTS	One (1) SET OF SEARCH LIGHTS permitted per licensed business for special events, not to be operated or remain lighted after 11 p.m.
SIGNS FOR COMMERCIAL PARKING LOTS	One (1) PORTABLE SIGN per entrance/exit of a licensed commercial parking, lot, not to exceed a total of four signs. The sign shall not exceed three feet in height nor six square feet in area, and shall be located within private property. One (1) PORTABLE POLE SIGN per site is permissible only during the hours of operation.
TEMPORARY	One (1) TEMPORARY sign may be permitted by special

	<p>permit issued by the Planning Division. Only one (1) sign is permitted per calendar year for each licensed business establishment. Each sign shall be permitted for no more than 30 days, except that this time limit may be extended by the Planning Division twice, for 30 days each, where total duration, including all approved extensions, shall not exceed 90 days. A temporary sign may be permitted up to 30 square feet in area. A temporary sign must be firmly affixed to the front face of a building.</p>
TOW AWAY ZONE	<p>TOW-AWAY ZONE SIGNS are permitted per Florida Statutes.</p>
WINDOW, INFO.	<p>INFORMATION SIGNS IN DISPLAY WINDOWS shall be limited to ten (10) percent of the total glass area of each window in which such signs are placed; this calculation does not include the area of permanent painted or neon signs in windows; glass area shall be calculated as the area of the opening in the face of the building which contains the window component; individual panes within a mullioned window are calculated together as a single glass area for signage purposes. Permanent signs shall not be permitted under this category.</p>
WINDOW, PERM.	<p>PERMANENT PAINTED OR NEON SIGNS IN DISPLAY WINDOWS, limited to ten (10) percent of the total glass area in which they are located; this calculation does not include the area of information signs in windows; glass area shall be calculated as the area of the opening in the face of the building which contains the window component; individual panes within a mullioned window are calculated together as a single glass area for signage purposes. Direct illumination permitted. Illuminated signage may only include the name of the business establishment. Direct illumination is permitted.</p>

1

2 ***

3 (L) *Additional Signage.* Other types of signs, not expressly permitted by regulations
4 stated in Section 20-4.3(I), may be approved reviewed by the Environmental
5 Review and Preservation Board (ERPB) City Commission who may approve the
6 sign with or without conditions when the following conditions are met:

- 7 (1) That the proposed sign is not prohibited by Section 20-4.3(E);
8 (2) That the proposed sign conforms to the Florida Building Code and other
9 code regulations, as applicable;

- 1 (3) That the proposed additional sign on the building does not occupy more
2 than 30% of the facade on which it is proposed to be installed or more than
3 20% of any window area; and
- 4 (4) Detached signs may be permitted on any commercial property with the
5 approval of the Planning and Zoning Director ~~Environmental Review and~~
6 ~~Preservation Board~~, including detached signs that exceed the permitted
7 location and height standards set forth in Section 20-4.3(I).

8 ***

9 **20-4.5 - Landscaping and tree protection requirements for all zoning districts.**

10 ***

11 ***

12

13 I. *Certificate of Compliance — Required Adjustment to Requirements Permitted.*

- 14 (1) A Preparer's Certification of Landscape Compliance bearing the original
15 letterhead of the designing firm and licensing number shall be submitted to
16 and approved by the Planning Department, prior to issuance of any final
17 Certificate of Occupancy, Certificate of Use and Occupancy or Certificate of
18 Completion. The Preparer's Certification of Landscape Compliance shall
19 contain a statement, signed and sealed by the landscape architect or by
20 person(s) authorized to prepare plans by Chapter 481, Florida Statutes, who
21 prepared the approved plans, that the landscape and irrigation plans have been
22 implemented and that all requirements of Section 20-4.5 and Section 20-4.5.1
23 have been met. Any changes or substitutions to the approved plan shall be
24 approved by the original designing firm prior to the implementation of said
25 changes and substitutions. All changes or substitutions to the approved plan
26 shall be noted on all copies. Changes and substitutions of plant material shall
27 be of similar quality, quantity and size, as originally approved and shall be in
28 compliance with the intent and requirements of Section 20-4.5 and Section
29 20-4.5.1.
- 30 (2) For a new single-family, duplex residence on its own lot or applicable
31 existing development, the owner or owner's agent may certify in writing that
32 landscape and irrigation have been installed according to approved plan(s).
- 33 (3) The Planning Department shall have the right to inspect all projects for
34 compliance prior to issuance of a Certificate of Occupancy, a Certificate of
35 Use and Occupancy, or a Certificate of Completion.
- 36 (4) Owners are responsible to ensure that landscaping required to be planted
37 pursuant to Section 20-4.5 and Section 20.4.5.1, and all previous versions,
38 now amended, is: (1) installed in compliance with the landscape
39 requirements; (2) maintained as to present a healthy, vigorous, and neat
40 appearance free from refuse and debris; and (3) sufficiently fertilized and
41 watered to maintain the plant material in a healthy condition. If the roots of a
42 Ficus tree are shown to be invading the septic system or drain field of a
43 neighboring property or disturbing a structure, including a sidewalk or
44 roadway, the roots shall be contained by an effective root barrier, or, if the

1 barrier fails to contain the roots, the tree shall be removed and all such
2 remedial action shall be at the expense of the owner of the property where the
3 trunk of the tree is located.

4 (5) If any tree or plant dies which is being used to satisfy current landscape
5 code requirements, such tree or plant shall be replaced with the same
6 landscape material or an approved substitute within sixty (60) days of a
7 complaint.

8 (6) The Planning Division shall withhold approval of a final landscape
9 inspection prior to issuance of the final Certificate of Occupancy, Certificate
10 of Use and Occupancy, or Certificate of Completion until a Preparer's
11 Certification of Landscape Compliance has been approved by the Division.

12 (7) The **Environmental Review & Preservation Board [ERPB]** may recommend
13 to the City Commission adjustment to the requirements of Sections 20-4.5(F)
14 and (E), and Section 20-4.5.1(Q); under the following procedures:

15 (a) The **ERPB** on receipt of application for adjustment of landscaping
16 requirements shall have the authority and duty to review and make a
17 recommendation as to consider and act upon such application. The
18 application shall be filed by the owner or tenant of the property
19 concerned, or by authorized agents as evidenced by written power of
20 attorney, on forms prescribed by the Planning Department and
21 accompanied by the **ERPB** application fee.

22 (b) In the application, the applicant shall state clearly and in detail what
23 adjustment of landscaping requirements are being requested and the
24 reasons such adjustments are warranted, and shall accompany the
25 application with supplementary data, such as sketches, surveys and
26 statistical information to substantiate the adjustment.

27 (c) The **ERPB** may shall a recommendation to approve, modify or deny the
28 requested adjustment, but shall only make a recommendation for
29 approval or to approve or modify such request only if it determines that
30 approval of any adjustment would not be contrary to the public interest
31 and would be in keeping with and would preserve the intent of Section
32 20-4.5, and Section 20-4.5.1

33 ~~(d) Procedures regarding Board actions and appeals from the decisions of~~
34 ~~the **E.R.P.B. ERPB** shall follow the regulations set forth in Section 20-~~
35 ~~6.2.~~

36
37 **Sec. 20-4.5.1 - Tree protection.**

38 A. *Tree Permit Applications, Requirements and Review, Fees.* Except as
39 provided herein, no tree may be removed relocated, trimmed or pruned without
40 a permit and mitigation as provided for in this ~~S~~section ~~which may be issued or~~
41 ~~denied notwithstanding any recommendation to the City Manager for approval~~
42 ~~by the **Environmental Review and Preservation Board**.~~ Only the City
43 Commission may approve the removal, relocation or replacement of a heritage

1 or champion trees. A tree in a landscape plan, planted to provide temporary
2 shade until adjacent trees reach maturity may be designated as a "temporary
3 shade tree", and which may be trimmed back or removed at such time as the
4 surrounding trees require additional access to sunlight.

5 ***

6 **20-4.6 - Environmental review standards.**

7 The following standards shall be utilized by the **Environmental Review and**
8 **Preservation Board** in their review and evaluation of all site and landscape plans as
9 required by this Code.

10

11 ***

12

13 **Section 3.** The City of South Miami Land Development Code, Chapter 20,
14 Article V, Sections 20-5.7, 20-5.11, 20-5.12, 20-5.13, and 20-5.23 are hereby amended
15 to read as follows:

16

17 **20-5.7 - Rezoning and text amendments.**

18 (A) Multiple Properties. Multiple properties in any single application for a
19 rezoning shall be contiguous to one another or accompanied by a unity of title
20 agreement.

21 (B) City Initiated Applications. An application for a rezoning or text
22 amendment may be initiated by the city commission, planning board, **Environmental**
23 **Review and Preservation Board** or City administration.

24

25 **20-5.11 - Site plan review approvals.**

26 (A) Applicability. Site plans shall not require a public hearing but shall be
27 submitted to the **Environmental Review and Preservation Board** for review and
28 approval recommendation to the Planning Director. The Planning Director may
29 approve the site plan, approve it with conditions, or reject the site plan. The Planning
30 Director must approve the site plan by the environmental review and preservation
31 board prior to the issuance of a permit for:

32 (1) Any new building or other structure which is visible from any public or
33 private street; and

34 (2) Any material alterations to an existing building or other structure which
35 is visible from any public or private street.

36 (B) Standards and Guidelines. The **Environmental Review and**
37 **Preservation Board** shall review the following aspects of all site plans:

38 (1) Scale, color, texture and appropriateness of all proposed buildings and
39 other structures;

40 (2) Quantity, quality and arrangement of all proposed landscaping and open
41 space features;

42 (3) Overall compatibility of the proposed development with the existing and
43 desired character of the property and neighborhood in which located; and

44 (4) The installation of sidewalks along all arterial roadways and compliance
45 with the City's sidewalk policies and requirements.

46 (C) Review and Approval.

1 (1) The Environmental Review and Preservation Board shall review the
2 proposed site plan at its first regularly scheduled meeting following proper filing of
3 such material.

4 (2) All approved site plans shall bear an official City stamp and the
5 signature of the Planning Director ~~board chairman presiding at the meeting when such~~
6 ~~plans were approved.~~

7 (3) If the Environmental Review and Preservation Board makes a
8 recommendation for the ~~a site plan is denied denial or~~ modifications are
9 recommended, the board shall, if possible, make specific findings include in its
10 recommendation as to the reasons for such denial or modifications, and recommend
11 appropriate changes to the applicant.

12 ~~(D) Review Exceptions. Notwithstanding any other regulations of this Code,~~
13 ~~the Environmental Review and Preservation Board shall not review any additions~~
14 ~~or alterations to single family residential dwellings, except for the installation of~~
15 ~~sidewalks along all arterial roadways and compliance with the City's sidewalk~~
16 ~~policies and requirements.~~

17 ~~(D) (E) General Application Requirements.~~

18 (1) Plans and supporting data as specified in this section shall be submitted
19 with each application.

20 (2) Preliminary plans may be submitted for Environmental Review and
21 Preservation Board review prior to final plan submittal.

22 (3) Final plans must be submitted prior to a ~~decision~~ recommendation of the
23 Environmental Review and Preservation Board.

24 (4) Required information shall include the title of the project, name of
25 developer, name of planner, architect, engineer, north arrow, date, scale and legal
26 description of the property.

27 (5) The architectural plans for construction of new buildings must be signed
28 and sealed by a Florida registered architect.

29 ~~(E) (F) Existing Site Characteristics.~~ Information shall be shown reflecting
30 the following existing features of the subject property:

- 31 (1) Property survey by registered surveyor;
- 32 (2) Rights-of-way and easements;
- 33 (3) Structures and uses;
- 34 (4) Photographs of surrounding properties; and
- 35 (5) Zoning districts.

36 ~~(F) (G) Existing Tree Survey.~~

37 (1) Except for applications involving single-family dwellings, a tree survey
38 shall be submitted with each site plan approval application.

39 (2) The survey shall give the location, size and specie of all existing trees
40 with more than a three (3) inch DBH caliper trunk size and shall be signed and sealed
41 by a registered surveyor.

42 (H) Proposed Site Plan. The following information, indicating the proposed
43 character of the developed property, shall be submitted.

- 44 (1) Name, address and phone of owner and designer;
- 45 (2) Property lines;
- 46 (3) Rights-of-way and easements;
- 47 (4) Structures and uses;

- 1 (5) Parking spaces, accessways, driveways, sidewalks, wheel stops and
- 2 curbs;
- 3 (6) Curb cuts and median openings;
- 4 (7) Lighting and irrigation systems;
- 5 (8) Fences and walls;
- 6 (9) Storm sewers; and
- 7 (10) Dumpster locations.

8 (H) ~~(F)~~ Proposed Landscape Plan. The following landscaping information
9 shall be submitted:

10 (1) Proposed trees, shrubs, grass and other vegetation including their
11 location, height, shape, size and type by both common and botanical classifications.

12 (2) Proposed berms, water courses and topographic features, including their
13 location, height, size and shape.

14 (I) ~~(J)~~ Proposed Buildings and Structures. All proposed structures, fences
15 and walls shall be shown in elevation drawing reflecting their location, size, color,
16 height and construction material.

17 (J) ~~(K)~~ Tabular Summary. A tabular summary, as required by the Planning
18 and Zoning Department building and zoning department, shall be submitted.

19 (K) ~~(L)~~ Expiration. Final approval by ~~ERP~~ the Planning and Zoning
20 Director shall lapse after six (6) months if no permit which effectuates development of
21 the project is applied for.

22
23 **20-5.12 - Planned unit development approvals.**

24 (A) *Review Procedures.* Upon receipt of a complete application for the approval of
25 a planned unit development, the ~~building~~ Planning and Zoning ~~Department~~
26 shall review the application and submit its findings and recommendations to the
27 Environmental Review and Preservation Board within thirty (30) calendar
28 days from receipt of the application. All procedures and requirements specified
29 below shall apply to applications for planned unit developments.

30 (B) Environmental Review and Preservation Board *Review.*

31 (1) The board shall, within thirty (30) calendar days following receipt of the
32 complete application and staff recommendations, formally meet and consider
33 the preliminary development concept plan for the proposed planned unit
34 development.

35 (2) Prior to such meeting, the board may meet with the applicant to review the
36 request at a special meeting.

37 (a) Three (3) working days' notice of such meeting shall be given by
38 posting notice at City Hall.

39 (b) The board, at the chairman's discretion, may consider questions from
40 the public.

41 (3) Preliminary development concept plan review may occur only at a special
42 or regular board meeting, subject to three (3) working days' notice.

43 (4) The Environmental Review and Preservation Board ("ERP") shall
44 make a recommendation on the application at least seven (7) calendar days

1 prior to the date of the scheduled Planning Board public hearing. If the
2 ERPB fails to timely make a recommendation, the Planning and Zoning
3 Director, and not the ERPB, shall make a recommendation to the Planning
4 Board.

5 (C) *Planning Board Action.*

6 (1) Within forty-five (45) calendar days after receipt of an application, the
7 planning board shall hold a public hearing on the application.

8 (2) Notice of such hearing shall comply with all requirements of state law and
9 this Code.

10 (3) Within fifteen (15) calendar days after such public hearing, the planning
11 board shall transmit its recommendations to the Ceity Ceommission.

12 (D) *City Commission Action.*

13 (1) Within ninety (90) calendar days of receipt of the recommendations of the
14 planning board, the Ceity Ceommission shall hold a public hearing on an
15 application for a planned unit development.

16 (2) Notice of such hearing shall comply with all requirements of state law.

17 (3) The Ceity Ceommission shall approve, deny or approve with conditions,
18 modifications, safeguards or stipulations appropriately and reasonably related
19 to the intent, purposes, standards and requirements of the planned unit
20 development regulations contained in Section 20-3.7 of this Code.

21 (E) *Final Plans and Reports.*

22 (1) Final plans shall be in accord with preliminary plans as approved by the
23 Ceity Ceommission.

24 (2) Minor changes may be permitted by the Ceity Manager, if such changes
25 meet the same physical design requirements as the approved final plans.

26 (F) *Changes in Final Plans and Reports.*

27 (1) *Major Changes.*

28 (a) Any proposed change which would have the effect of increasing
29 densities or redistributing square footage or altering the height or use of a
30 development is a major change.

31 (b) An applicant for a major change shall schedule a preliminary
32 conference with the ~~building~~ Planning and Zoning Deartment. The
33 department may accept the application, recommend changes to the
34 application or deny the application.

35 (c) Upon acceptance, the application shall be further considered at another
36 preliminary conference with members of the Eenvironmental Review
37 and Preservation Board, a representative from the department and the
38 applicant.

- 1 (d) The application shall then be completed and submitted to the
2 Environmental Review and Preservation Board for consideration.
3 The Environmental Review and Preservation Board shall submit
4 recommendations for approval, approval with conditions or denial to the
5 planning board within seven (7) calendar days of its review.
- 6 (e) The planning board shall receive a complete application and the
7 department shall post and publish public hearing notices. Public hearings
8 shall be held before both the planning board and City Commission.
- 9 (f) If the application is approved by the City Commission, it shall be
10 submitted to the Environmental Review and Preservation Board for
11 final aesthetic approval review and recommendations to the City
12 Commission for final approval.
- 13 (G) *Application Requirements.* Applications for approval of a planned unit
14 development shall include:
- 15 (1) *Required Documents.* All plans, maps, designs, studies and reports which
16 may reasonably be required to make the determinations required by these
17 regulations.
- 18 (2) *Ownership Report.* A report identifying all property ownership and
19 beneficial interest within the boundaries of the proposed planned unit
20 development and giving evidence of unified control of the entire area.
- 21 (a) The report shall state agreement of all owners or holders of beneficial
22 interest to proceed with the proposed development according to the terms
23 of any final special permit approving the planned unit development,
24 including such modifications as may be set by the City Commission;
25 and
- 26 (b) The report shall conform in the process of development to the
27 preliminary development concept plan and to proposals for staging of
28 development.
- 29 (3) *Property Survey.* A survey of the proposed development showing property
30 lines and ownerships; and existing features, including streets, alleys,
31 easements, utility lines, existing land use, general topography and physical
32 features.
- 33 (4) *Preliminary Concept Plan.* A preliminary concept plan which shall include:
- 34 (a) Names of proposed development, developer and planner.
- 35 (b) Scale (1" = 20'), date, north arrow.
- 36 (c) Location, height, floor area, residential density of existing structures, if
37 any; and location, orientation, height, floor area, residential or other
38 density, and use of proposed structures or portions of structures.
- 39 (d) Conceptual site plan, floor plan and elevations of all buildings, uses and
40 improvements as intended to be located, constructed and used.

- 1 (e) Points of egress and ingress for pedestrian, vehicular, transit and service
2 traffic, and circulation patterns within and around the proposed
3 development.
- 4 (f) Location, character and scale of parking and service facilities (area and
5 number of off-street parking spaces, character of mass transit related
6 facilities, location of principal service areas for major structures or
7 complexes, etc.).
- 8 (g) Relation of adjacent land uses and zoning districts to the proposed
9 planned unit development, including, where view protection is an
10 objective, location of principal public view points into or through the
11 proposed planned unit development.
- 12 (h) Existing lots or blocks, if any, and general pattern of proposed lots or
13 blocks, if any.
- 14 (i) Location of existing and proposed systems for pedestrian use or
15 common enjoyment (excluding automotive uses); scale of such systems;
16 indication of open space, open air and internal components.
- 17 (j) Where determined necessary, a professional market analysis and an
18 analysis of the economic impact of the proposed development may also
19 be required.
- 20 (k) Any additional information deemed necessary.
- 21 (5) *Special Reports.* Special surveys, approvals, preliminary approvals (as
22 appropriate to the particular case) or reports (such as a report for a
23 Development of Regional Impact) required by county, state or federal
24 governments where a proposed planned unit development is dependent upon
25 such special surveys, approvals or preliminary approvals or reports.
- 26 (6) *Phasing Reports.* Where a planned unit development is to be constructed in
27 stages, indications as to the nature of the planned unit development, uses,
28 location and floor areas, residential or other densities to be developed, and
29 timing of beginning of development of the first stage; and similar information
30 on succeeding stages; provided, that in lieu of an indication of specific
31 timing, initiation of succeeding stages may be made dependent upon
32 completion of all or substantial portions of earlier stages.
- 33 (7) *Common Area Reports.* Proposals concerning the establishment of areas,
34 facilities and improvements for the common use of the occupants or
35 employees of or visitors to the planned unit development shall give adequate
36 assurances to the Ccity that such areas, facilities and improvements will be
37 continued, operated and maintained without future expense to the taxpayers
38 of the Ccity.
- 39 (8) *Restrictive Covenants.* Proposals concerning restrictive covenants, if any, to
40 be recorded with respect to property included in the planned unit
41 development.

1 (9) *Submittal Requirements.* Materials submitted with an application for a
2 major change or a minor change to a previously approved planned unit
3 development shall include:

4 (a) Letter of intent containing statement of need and justification for
5 changes.

6 (b) Copy of approved final plan and report.

7 (c) Copy of proposed final plan and report.

8 (H) *Revocation of Planned Unit Developments Approval.*

9 (1) *Revocation Procedures and Standards.*

10 (a) *Revocation procedures:* Planned unit development approvals may be
11 revoked by resolution of the Ceity Ceommission. Prior to passing a
12 resolution revoking a planned unit development approval, the Ceity
13 Ceommission shall hold at least one public hearing which shall be
14 advertised in accordance with the requirements of state law and in
15 accordance with the advertising required by Section 20-5.12(D)(2). Prior
16 to holding a public hearing to revoke a planned unit development
17 approval, the Ceity Ceommission shall request a recommendation from
18 the planning board which shall hold its own public hearing on the subject
19 prior to giving its recommendation. The planning board's public hearing
20 shall be advertised in accordance with the requirements of state law and
21 in accordance with the advertising required by Section 20-5.12 (C)(2). In
22 addition, the owner(s) of record of the subject property shall be notified
23 by registered mail at least sixty (60) days prior to the planning board's
24 first hearing on the subject. If the planning board fails to hold a public
25 hearing or fails to give a recommendation within one hundred twenty
26 (120) days of being requested by the Ceity Ceommission to do so, then
27 the Ceity Ceommission may proceed to advertise and hold its own public
28 hearing and to take action without the planning board's recommendation,
29 provided that the owner(s) of record of the subject property have been
30 notified by registered mail at least once and at least sixty (60) days prior
31 to the Ceity Ceommission 's first public hearing.

32 (b) *Revocation standards:* In considering a planned unit development
33 revocation, the planning board and the Ceity Ceommission shall evaluate
34 all relevant information which may come to their attention. A planned
35 unit development approval which meets all requirements for approval
36 under existing comprehensive plan and zoning designations applicable to
37 the subject property shall not be revoked. However, there shall be no
38 vested interest in a planned unit development approval per se and any
39 planned unit development approval that is inconsistent with existing
40 comprehensive plan or zoning designations may be revoked; indeed,
41 such inconsistency may be deemed sufficient grounds for revocation of
42 any planned unit development approval. The phrase "any planned unit
43 development approval" in the preceding sentence shall include approvals
44 for projects which have been fully or partially constructed. In the case of

1 such projects, the revocation of the planned unit development approval
2 shall not in any way cancel any vested right which may apply to the
3 already completed buildings and structures themselves.

4
5 **20-5.13 - Building permit approvals.**

6 (A) *General Provisions.*

- 7 (1) No person shall erect, construct, reconstruct, excavate for a foundation, alter
8 or change the use of any structure or improvements of land except in
9 conformity with this Code and upon issuance of a building permit indicating
10 what is to be allowed.
- 11 (2) No construction material and equipment shall be placed on any premises, lot
12 or proposed building site prior to building permit issuance.
- 13 (3) A building permit shall not be required for any construction, repair or work
14 in single-family residential districts, provided that:
- 15 (a) No inspection is required by the Ceity;
- 16 (b) No ~~approval-review~~ is required by the **ERP**; and
- 17 (c) All other zoning requirements are followed.

18 ***

19
20 **20-5.23 - Satellite antenna procedures.**

- 21 (A) *Satellite Earth Station Antennas.* That plans of satellite earth station
22 antennas shall be submitted with each application for a building permit,
23 which shall include a site plan indicating the height, diameter, color, location,
24 setbacks, foundation details, landscaping and screening, and that such plans
25 shall be subject to ~~approval-review~~ by the **ERP** and that such antennas shall
26 be subject to the following standards:

27 (1) *Location:*

- 28 (a) In all RS, RT-6 and RT-9 Districts only ground-mounted antennas shall
29 be permitted and such antennas shall be located in the rear yard of that
30 property or in the interior side yard and not visible from the street.
- 31 (b) In all other districts, roof-mounted antennas shall be permitted,
32 provided, however, that such antennas shall be screened from ground
33 view by a parapet or some other type masonry wall or screening. The
34 minimum height and design of such parapet, wall or screening shall be
35 subject to ~~approval-review~~ by the **ERP**.
- 36 (c) Ground-mounted antennas shall also be permitted in the RM-18, RM-
37 24 and commercial districts subject to the applicable provisions of this
38 section.

39 (2) *Landscaping:*

- 40 (a) Ground mounted antennas shall be screened by landscaping from view
41 from the street and adjacent property owners so that such antennas are

1 not visible between ground level and eleven (11) feet above ground level
2 as shall be ~~approval~~ reviewed by the ERPB.

3 (b) In order to reduce the height of the required plant material, berms may
4 be employed in conjunction with the landscaping plan. All plant material,
5 size (at installation), quantity and spacing shall be specified on the
6 landscaping plan or site plan.

7 (3) *Diameter:*

8 (a) The diameter of such antennas shall not exceed ten (10) feet in all RS,
9 RT-6 and RT-9 Districts.

10 (b) The diameter of such antennas shall not exceed fifteen (15) feet in all
11 other districts.

12 (4) *Height:*

13 (a) Ground-mounted antennas shall be limited to a maximum height of
14 eleven (11) feet above grade in all RS, RT-6 and RT-9 Districts and a
15 maximum of fifteen (15) feet above grade in all other districts.

16 (b) Roof-mounted antennas shall be limited to a maximum height of five
17 (5) feet above the roof line or radius of the "dish bowl" in RS, RT-6 and
18 RT-9 districts with a maximum of fifteen (15) feet in all other districts.

19 (5) *Setbacks:*

20 (a) Ground-mounted satellite antennas in the most extended position shall
21 conform to the following minimum setbacks:

22 i. *Rear and Side:* In all RS, RT-6 and RT-9 Districts fifteen (15) feet
23 and in all other districts, rear and side setbacks shall be provided as
24 are required for the principal building on the building site.

25 ii. *Setbacks from Power Lines:* Satellite antennas or any appurtenances
26 thereto, shall be located not less than eight (8) feet from any
27 powerline over two hundred fifty (250) volts.

28 (b) In no case shall such satellite antennas be located closer to the front or
29 side street of a lot or building site than the main or principal building.

30 (c) Where such a satellite antenna is located on a building site which is
31 fronting upon two or more streets, the antenna shall maintain the same
32 setback as required for the principal building along each such street.

33 (6) *Impervious Coverage:* The impervious coverage of such antennas shall be
34 counted in computing the impervious coverage for auxiliary and accessory
35 use structures located upon the building site.

36 (7) *Color:* Such satellite antennas and their appurtenances shall be non-
37 reflective black, green or the same color as the wall to which it is attached (if
38 not freestanding) and, to the extent possible, shall be compatible with the
39 appearance and character of the neighborhood.

- 1 (8) *Number Permitted:* Only one (1) satellite antenna shall be permitted for
 2 each principal building. Roof top antennas of three (3) feet or under shall not
 3 be limited, but they shall be screened from view with screening approval
 4 reviewed by the Environmental Review and Preservation Board.
- 5 (9) *Installation:*
- 6 (a) The installation or modification of all satellite antennas shall be in
 7 accordance with all applicable construction and safety codes and
 8 procedures and shall meet the requirements of the Florida Building Code.
- 9 (b) Roof-mounted antennas shall be anchored to the roof and shall conform
 10 with the requirements of the Florida Building Code.
- 11 (c) All antennas and appurtenances shall be so constructed and installed so
 12 as to withstand the forces due to wind pressure as provided for under the
 13 Florida Building Code, and all applications shall include signed and
 14 sealed drawings by a professional engineer.
- 15 (10) *Maintenance:* Such satellite antennas, appurtenances, landscaping and
 16 screening shall be kept and maintained in good condition.
- 17 (11) *Existing Antennas:* All antennas installed prior to February 5, 1991, will be
 18 grandfathered in under the following conditions and must be brought into
 19 compliance by May 5, 1991 (ninety (90) days):
- 20 (a) A certified statement by a professional engineer be provided that the
 21 existing antenna is installed to the specifications of the Florida Building
 22 Code and not an undue hazard to the community; and
- 23 (b) Appropriate screening shall be done as shall be approved by the City.

24
 25 **Section 4.** The City of South Miami Land Development Code, Chapter 20,
 26 Article VI, Sections 20-6.1(C) and 20-6.2 are hereby amended to read as follows:

27
 28 **20-6.1 - Administrative entities.**

29 ***

30 (C) **Environmental Review and Preservation Board.**

31
 32 (1) *Establishment and Membership.*

- 33 (a) An Environmental Review and Preservation Board is hereby
 34 created which shall consist of nine (9) members who reside or work in
 35 the City, except as provided in
- 36 i. In accordance with the City Charter, Article II, Section 8, A, each
 37 City Commissioner shall appoint one (1) person to serve as a
 38 representative on the Board and all members of the Board in excess
 39 of five (5) shall be appointed by three (3) affirmative votes of the
 40 City Commission based on recommendations submitted by any City
 41 Commissioner.

1 alterations to single-family dwellings, unless ~~in the opinion of the~~
2 Planning and Zoning Director believes that it would significantly affect
3 the character of the residence.

4 ~~(g) Notwithstanding any other provisions of this Code, the Environmental
5 Review and Preservation Board (ERP) shall review all new
6 construction, painting, remodeling, landscaping and signage projects to
7 be performed by this municipal government (the City), prior to any
8 permits being issued or any work being performed.~~

9 (4) *Procedures.*

10 (a) Quorum and voting.

11 i. A quorum shall be five ~~three~~ (5) members.

12 ii. An affirmative vote of a majority of the members present shall be
13 required to pass upon any matter on which the board is required to
14 act under this Code.

15 (b) The board shall keep a permanent record of all proceedings before it.

16 (c) Meetings of the board shall be public and notification of such meetings
17 shall be given in accordance with Code provisions. If any scheduled
18 meeting to review applications is not held (whether for lack of quorum or
19 otherwise), or if the ERP fails to address an application that is pending
20 review by the ERP, or fails to make a recommendation without
21 deferring the review of the application to the next regularly scheduled
22 meeting, or if the ERP defers action on an application more than twice,
23 then all such applications scheduled for such meeting shall be heard and
24 decided by the Planning and Zoning Director ~~of the Building, Zoning,~~
25 ~~and Community Development Department~~ (or the Director's designee)
26 no later than the end of the next business day after the scheduled meeting
27 was to have been held. The Director's decision, ~~if for approval,~~ shall be
28 the final constitute ERP approval recommendation. The seven-day
29 appeal period begins the day after the Director's decision.

30 (d) All approved plans and specifications shall bear the official signature
31 of the ~~chair presiding at the meeting at which such plans and~~
32 ~~specifications are approved.~~ Planning and Zoning Director.

33 (e) If the board makes a recommendation to the Planning and Zoning
34 Director for denial or modification for a set of plans is denied, or
35 modification is recommended, the board shall, to the greatest extent
36 possible, make specific findings as to describe the reasons for the
37 recommendation of denial and or modification, and recommend
38 appropriate changes, if possible.

39 (f) ~~Financial interest.~~

40 i. ~~Any member of the board who has a special financial interest, direct~~
41 ~~or indirect, in any matter before the board shall make that interest~~
42 ~~known and shall abstain from participation therein in any manner.~~

1 ii. ~~Willful failure to disclose such financial interest shall constitute~~
2 ~~malfeasance in office and shall render the action voidable by the~~
3 ~~City Commission.~~

4
5
6
7 **20-6.2 - Appeals and Review.**

8 (A) ~~ERP~~**B** Administrative Decisions; Time; Standing to Appeal. All decisions
9 and recommendations of the ~~Environmental Review and Preservation Board~~
10 (ERP) of any Administrative Department shall be in writing, delivered to the
11 applicant and they are subject to review by appeal to the City Commission
12 shall be posted on the City Hall bulletin board immediately following the
13 ~~ERP~~**B** meeting. An applicant may apply for a building permit after two (2)
14 working days (excluding Saturdays, Sundays and legal Miami Dade County
15 holidays) following the day of the ~~ERP~~**B** meeting, at which the application was
16 given final approval, if all other requirements for the permit have been met. (1)
17 An appeal of ~~an ERP~~**B** a final Administrative decision or lack of final action by
18 the ERP subsequent to the item being scheduled for ERP action ~~or~~
19 ~~recommendation~~ may be taken to the City Commission if a request for
20 appellate review (“Notice of Appeal”) is filed delivered to (“served on”) the
21 City Clerk within thirty (30) days of the ~~ERP~~**B** receipt of the final decision or
22 before a building permit is issued, whichever comes first. All documents are
23 deemed filed upon delivery of the document to the City Clerk. The appeal
24 shall be filed with the City Clerk upon a form prescribed therefor by the City
25 Clerk. Appeals may be filed by any affected person, including but not limited
26 to a person living, working, or who owns any property or business, in the City
27 or the applicant, a property owner, business owner, or resident of the City, the
28 City administration, interested citizens in an abutting municipality or
29 unincorporated area that is and within five hundred (500) feet of the property
30 under review. The person filing the Notice of Appeal is the appellant and the
31 opposing party is the appellee.

32 (2) ~~A~~On appellate review, by the City Commission may reverse or affirm the
33 Administrative action decision of the ERP in whole or in part, ~~modify the~~
34 ~~decision,~~ or remand the matter back to the ~~ERP~~**B** Administrative Department
35 with or without guidance instructions.

36 (3) Record on Appeal: The evidence on appeal shall be limited to the
37 documents ~~record which shall~~ that consists of the written decision of the
38 Administrative Department, a transcript of the proceedings, if any, and any
39 the documents that were presented to the Administrative Department and
40 any documents taken into consideration by that Administrative Department
41 at the pertinent meeting ("record on appeal"). The City Clerk shall prepare
42 the record on appeal ~~after the appellant delivers the pertinent transcript.~~
43 Unless waived in writing by all of the parties to the appeal, the preparation
44 of the transcript, if one is available, is a prerequisite to the appeal. The
45 City Commission may request a partial or full transcript. If the City
46 Commission requests a transcript, it must be file with the Clerk and it will

1 be a prerequisite to a final decision regarding the appeal unless the City
2 Commission subsequently withdraws this requirement. The transcript shall
3 be delivered to the City Clerk at least thirty (30) days prior to the hearing
4 on the appeal. The failure of the appellant to timely deliver the transcript
5 shall be grounds for the dismissal of the appeal or, if good cause is shown
6 for the delay and an extension of time is granted by the City Clerk for the
7 preparation of the transcript, the hearing date for the appeal or review, as
8 well as all other schedule of events, such as service of briefs, shall be
9 extended accordingly notwithstanding any other provision of this ordinance
10 Section to the contrary.

11 (4) Briefs: The appellant shall prepare a written statement of the issues and an
12 argument ("brief") which shall be filed with the City Clerk and delivered
13 ("served") served on all opposing parties by hand, facsimile transmission, e-
14 mail or other acceptable electronic transmission, at least twenty-six (20-26)
15 days before the hearing on the appeal or Commission review. The opposing
16 party ("appellee"), which may include the City, may also prepare a brief, if
17 desired, which shall be filed with the City Clerk and served on the appellant at
18 least six (6) days before the scheduled appellate hearing. The appeal shall be
19 limited to the issues raised in the briefs and facts contained in the record on
20 appeal.

21 (5) Appellate Costs: The recoverable appellate costs are limited to the filing
22 fee, the cost to prepare a transcript, if any, and the cost of copying the
23 documents that make up the record on appeal. The ~~person who files an~~
24 appeal, appellant shall pay the applicable appellate filing fee as set forth in the
25 City's Fee Schedule and the cost incurred by the City in making the record on
26 appeal. The appellant (which term shall include the person who files an appeal
27 and the City if the review is instituted by resolution), shall pay the cost of
28 transcribing the testimony and statements made at any the pertinent ERPB
29 meeting. The non-prevailing party shall pay the recoverable appellate costs
30 incurred by the prevailing party. A prevailing party is the party person,
31 including the City, if deemed to be the prevailing party who has prevailed on
32 the most significant appellate issues in the appeal, shall be reimbursed the
33 appellate costs including the cost of the transcript, by the non-prevailing party
34 or parties. If there is more than one (1) non-prevailing party, the costs shall be
35 shared paid equally by all of between or among them. The failure of a non-
36 prevailing party to pay the appellate costs shall be a violation of this Section.

37 (B) Stay of Proceedings, Certification. An appeal stays all proceedings in
38 furtherance of the action appealed from, unless the City Commission finds that
39 there is competent substantial evidence to support the finding of facts and
40 conclusions in the certificate of the officer, department director, City employee
41 or board (hereinafter collectively referred to as "Officer") from whom the
42 appeal is taken, that a stay would, in the Officer's opinion, cause imminent
43 peril to life or property or that because the violation charged is transitory in
44 nature a stay would seriously interfere with enforcement of the Code.

45 (C) Restraining Orders. If certification occurs in accordance with subsection
46 (B) above, proceedings may not be stayed except by a restraining order, which
47 may be granted by the City Commission or by a court of ~~record~~ competent

1 jurisdiction on application, on notice to the Officer from whom the appeal is
2 taken and on due cause shown.

3 (D) Appeal Hearing. The City Commission shall hear and enter a decision on
4 all appeals within sixty (60) days of the date of filing ~~said~~ the Notice of Appeal
5 and shall provide due notice of the ~~appeal~~ appellate decision to the parties.

6 (E) Commission Action. The City Commission may reverse, affirm or modify
7 any order, requirement, decision or determination appealed from and shall
8 make any order, requirement, decision or determination that, in the City
9 Commission's opinion, ought to be made in the circumstances.

10 (F) Modification Allowed. When practical difficulties or unnecessary hardships
11 would result from carrying out the strict letter of a Code provision, the City
12 Commission may, in passing upon appeals, vary or modify any regulation or
13 provision of the Code relating to the use, construction or alteration of buildings
14 or structures or the use of land, so that the spirit of the Code is observed, public
15 safety and welfare secured, and substantial justice done.

16 (G) Prior Denials. The City Commission shall not be required to hear an appeal
17 or application previously denied if it finds that there has been no substantial
18 change in conditions or circumstances bearing on the appeal or application.

19
20
21 **Section 5.** The City of South Miami Land Development Code, Chapter 20,
22 Article VII, Sections 20-7.3, 20-7.5, 20-7.14, 20-7.15, 20-7.22, 20-7.24, 20-7.52 are
23 hereby amended to read as follows:

24
25 **20-7.3 - Review procedure.**

- 26 (A) Pre-Application Conference. All applicants filing an application for a
27 development permit (ADP) within the Hometown District shall first attend
28 a meeting with the director of building, zoning and community
29 development or other designated official (director) to discuss and analyze
30 the proposed application in a non-binding forum.
- 31 (B) Application for Development Permit. The contents of an ADP shall be as
32 provided in Chapter 20 of the Code, except that all such application shall
33 include the following items:
- 34 (1) Application Form: completed, signed, and notarized.
 - 35 (2) Surveys: Two (2) signed and sealed surveys, showing existing structures,
36 boundaries, rights-of-way and easements of record.
 - 37 (3) Fee: Assessed per fee schedule at time application is filed.
 - 38 (4) Site Plan: Three (3) copies of the site plan (see site plan requirements).
 - 39 (5) Building Elevation Drawings: Three (3) copies of the drawings. Building
40 elevations may be schematic in nature, but shall be drawn to scale, be
41 properly dimensioned, and shall indicate proposed building materials and
42 exterior surfaces and finishes. All drawings shall demonstrate treatment of
43 required elements.
- 44 (C) Completeness. ADP shall be reviewed for completeness per Section 20-
45 5.4 of the Code.
- 46 (D) Review. A complete ADP shall be reviewed by the Director. If the ADP
47 is determined to be in conformance with the Hometown District Standards,

1 the application shall be processed for approval pursuant to the applicable
2 provisions of the Code and the development permit issued by the director
3 without further review by the planning board, **ERP** or the Ceity
4 commission.

5 (E) ADP Not Conforming to HD Standards. If the ADP includes a use that
6 requires approval as a special use, or if the ADP does not conform to the
7 Hometown District Standards (other than nonconformance with the
8 Architectural Standards), the application shall be processed as provided in
9 Sections 20-5.5 through 5.9, as appropriate.

10 (F) ADP Not Conforming to HD Architectural Standards. ADPs not
11 conforming to the Architectural Standards shall be reviewed by the **ERP**
12 pursuant to the site plan review process established in Section 20-5.11 of
13 the Code.

14 (G) Established Nonconforming Uses. The provisions of Sections 20-3.3(B)
15 and 20-4.8 shall apply to established nonconforming uses within the HD
16 boundaries.

17
18

20-7.5 - Definitions.

19 Terms used throughout this article shall take their commonly accepted meaning
20 unless otherwise defined in the Code. When there are conflicts between the Code
21 and this article, this article shall control terms requiring interpretation specific to
22 this article as follows:

23

24 **ERP**: The Eenvironmental Rreview and Preservation Board, an appointed
25 board of the City of South Miami.

26

27

28 **20-7.14 - Regulating plan—Special areas.**

29 Because of the irregular geometry of a few lots caused by the intersection of
30 US1 with other streets in the Hometown District, and other lot-
31 configuration constraints, certain properties may not be required to meet all
32 of the provisions in the Basic Standards but may be subject to customized
33 regulatory conditions instead, at the discretion of the Planning and Zoning
34 Director~~director of building, zoning and community development~~. The
35 customized regulatory conditions for each of the special areas are as
36 follows:

37

38 (A) Special Area #1: Maximum lot coverage and minimum open yard space
39 requirements are waived for properties in this area. Building frontage
40 requirements shall be observed for property lines facing both Red Road and
41 US1. Design is subject to **ERP** review and recommendation and Planning
42 and Zoning Director approval. (B) Special Area #2: Maximum lot coverage
43 and minimum open yard space requirements are waived for properties in
44 this area. Buildings shall have two (2) front sides, meeting storefront design
45 requirements. Building frontage requirements shall be observed for all
46 frontages including US1, SW 58th Avenue, and SW 71st Street. Design is

1 subject to ERP Planning and Zoning Director approval. (C) Special Area
2 #3: A gasoline/service station is a permitted use in this area, subject to
3 ERP Planning and Zoning Director approval of the specific design. For
4 any other use, building frontage requirements shall be observed for
5 property lines facing both US1 and SW 73rd Street.
6

7 **20-7.15 - Architectural standards—Intent.**

8 The architectural standards are pre-approved and are intended to provide a
9 degree of predictability about the quality of building designs and to
10 promote harmony among buildings without requiring an appearance before
11 ~~and approval by~~ a review board for every project. Applicants with projects
12 which conform to these standards may obtain approval from the
13 departmental staff without appearing before ERP. Appearance before
14 ERP remains an optional route. Every permissible option is not described
15 herein; other options may be approved by ERP ~~the Planning and Zoning~~
16 Director.
17

18 ***
19
20

21 **20-7.22 Architectural standards - Roofs and gutters.**

22 ***

23 (C) General Requirements. All runoff will be captured by gutters and routed
24 with enclosed downspouts to an approved drainage area.

25 Downspouts are to match gutters in material and finish.
26

27 Any machinery as defined in Section 20-3.6(Q) of the Code shall be screened
28 from view using either one of the screening systems ~~pre-approved by~~
29 ERP ~~and~~ pre-approved by the City Commission, or a system
30 specifically approved by ~~ERP or the~~ City Commission for applicant's
31 project.
32

33 Permitted Roof Types: hipped, gabled, shed, barrel vaulted and domed. Flat
34 roofs are permitted only where used as outdoor useable space.
35

36 **20-7.24 - Architectural standards—Colors.**

37 The Color Palette list, maintained in the department of building, zoning and
38 community development, identifies exterior paint/finish colors that are
39 pre-approved for buildings in the Hometown District. Other colors may
40 also be permissible with approval by ERP Planning and Zoning
41 Director. Departmental staff shall maintain a color chip chart or display
42 illustrating the range of pre-approved colors. Sherwin-Williams standard
43 paint numbers are used on the Color Palette list for reference, but any
44 manufacturer's paint is acceptable if similar in color. This list reflects the
45 community's desires to encourage a range of colors for visual variety, to

1 encourage light colors for energy savings, and colors appropriate for the
2 subtropical environment.

3
4
5 **20-7.52 - Procedure for special exception.**

- 6 (A) Special exceptions under Ordinance No. 19-94-1569 [Sections 20-7.51, 20-
7 7.52] may be granted only after a minimum of two (2) public hearings. The
8 first public hearing shall be before the planning board, at which time the
9 planning board shall review the project and provide to the Ceity
10 Ceommission an advisory recommendation regarding approval, approval
11 with conditions, or disapproval. The second public hearing shall be held
12 before the Ceity Ceommission and shall be held no sooner than seven (7)
13 calendar days following the planning board hearing. Public notice
14 requirements, as specified in Section 20-5.5(C) and (G), Applications
15 requiring public hearings, shall be followed.
- 16 (B) Requests for special exceptions under Ordinance No. 19-94-1569 [Sections
17 20-7.51, 20-7.52] shall be in a form acceptable to the Ceity Mmanager and
18 shall include each exhibit required per Section 20-7.3(B), Application for
19 Development Permit, and per Section 20-7.4, Site Plan Requirements. In
20 addition, the Ceity Ceommission, at its discretion, may require additional
21 exhibits and may defer approval of the special exception application or
22 schedule an additional public hearing or hearings to review those exhibits.
- 23 (C) The Ceity Mmanager shall have authority to require additional review and
24 ~~approval~~ a recommendation to the City Commission for approval,
25 disapproval or modification by the Eenvironmental Rreview and
26 Ppreservation Bboard for developments involving special exception, which
27 review shall follow the procedure set forth in Section 20-5.11 of this Code.
- 28 (D) The Ceity Ceommission may grant a special exception upon four (4)
29 affirmative votes of its members.
30

31
32 **Section 6.** The City of South Miami Land Development Code, Chapter 20,
33 Article VIII, Sections 20-8.2, 20-8.9 and 20-8.12 are hereby amended to read as
34 follows:
35

36 **20-8.2 - Definitions.**

37 Terms used throughout this Ordinance shall take their commonly accepted
38 meaning unless otherwise defined in the Code. When there are conflicts
39 between the Code and this Ordinance, this Ordinance shall control terms
40 requiring interpretation specific to this Ordinance as follows:

41 ***\

1 *Historic building:* A building that has been designated by the City of South
2 Miami per the historic preservation portion of the **Environmental Review and**
3 **Preservation Board** regulations.

4 ***

5
6
7 **20-8.9- Special exceptions.**

8 (A) A Special Exception as used in the T.O.D.D. shall mean a permitted use
9 that complies with all the conditions and standards for the district as
10 well as those set forth below. For those existing uses in this district, any
11 alterations or additions to those buildings that result in the building
12 being designated as a Large-Scale Development, shall conform to the
13 provisions of this ordinance. Existing heights of existing buildings and
14 existing floors may remain in their current condition; however,
15 additional floors, if authorized, may be added in accordance with this
16 ordinance.

17
18 ***

19 (I) The granting of a special exception shall be conditioned on the Applicant
20 signing an agreement with the City, in a form acceptable to the City,
21 which shall include all of the conditions required for the granting of the
22 special exception ("Development Agreement"). The Development
23 Agreement, after it has been drafted by the City Attorney shall be subject
24 to approval by the City Commission. A separate agreement or covenant
25 ("Covenant") that provides for maintenance of common elements and any
26 other condition specified as a prerequisite to approval of the special
27 exception ("Maintenance Covenants") shall be signed by the owner of the
28 property in question. The Maintenance Covenant shall be treated as a
29 covenant running with and binding the land upon which the Development
30 is situated and it shall be recorded in the land records of Miami-Dade
31 County and, at the option of the City and if allowed by law, the
32 Maintenance Covenant may be re-recorded when necessary or required to
33 maintain, uninterrupted, the effectiveness of the covenant running with the
34 land. The Covenant shall provide that the owner and his/her/its grantees,
35 heirs, successors and assigns ("Owner") shall comply with the
36 Maintenance Covenants at the Owner's expense and without any cost to
37 the City.

38 (1) In the event that any special exception condition includes the
39 development of any common areas ("Common Areas"), the Maintenance
40 Covenant shall include the following provisions: (a) the Common Areas
41 shall continue in existence, as part of the structure and those Common
42 Areas shall be operated and maintained at the expense of the Owner of the
43 property so long as the Development continues to exist, in whole or in
44 part; (b) the operation and maintenance of the Common Areas shall
45 include a provision for landscaping in accordance with an approved site

1 and development plan, approved by the City Commission ~~and the~~
2 ~~Environmental Review and Preservation Board~~, or as amended from time
3 to time with approval of the City Commission, the maintenance of the
4 landscape as well as other maintenance services and private security
5 protection of the Common Areas; (c) the Owner shall continue, operate
6 and maintain the Common Areas in such a manner as to keep such areas in
7 good order, clean, attractive, fully functional (subject to interruption for
8 maintenance, repair, restoration and renovation) and, generally, so as not
9 to create a nuisance to owners, occupants and users of the adjacent land
10 and surrounding areas and to the general public.

11 ***

12 **20-8.12 - Architectural standards—Intent.**

13 The Architectural Standards are pre-approved and are intended to provide
14 a degree of predictability about the quality of building designs and to
15 promote harmony among buildings without requiring an appearance before
16 and approval by a review board for every one project. Applicants with
17 projects which conform to these standards may obtain approval from the
18 Departmental staff without appearing before ~~ERP~~. Appearance before
19 ~~ERP~~ remains an optional route. Every permissible option is not described
20 herein; other options may be approved by ~~ERP~~ Planning and Zoning
21 Director.

22

23 ***

24

25

26 **Section 7.** The City of South Miami Land Development Code, Chapter 20,
27 Article IX, Section 20-9.5 are hereby amended to read as follows:

28

29

30 **20-9.5 - Development review procedures.**

- 31 (A) Applicants shall meet in pre-application conference with the Planning and
32 Zoning Division staff to discuss and analyze proposed applications in non-
33 binding forum. Staff may prescribe special conditions in order to assure the
34 overall compatibility of the proposed uses and physical structures with the
35 neighboring uses and physical structures.
- 36 (B) Applicants shall submit an application for development responding to the
37 pre-application conference findings in the form prescribed under the
38 provisions of Section 20-5, entitled Article V. Procedures and Applications,
39 as contained in the Land Development Code.
- 40 (C) Upon receipt of applications for development, the Planning and Zoning
41 staff shall review the application and assure that proposed uses and
42 physical structures are compliant with the purpose, intent and requirements
43 of this article and applicable Code requirements.
- 44 (D) Upon the staff's determination of compliance with the purpose, intent and
45 requirements of this article and applicable Code requirements by the

1 Planning and Zoning Division, the application shall be reviewed by the
2 **ERP**, as regulated by Section 20-5.11.
3 (E) Applicants shall incorporate **ERP** the Planning and Zoning Director's
4 conditions, if any, and apply for all required building, electrical,
5 mechanical, plumbing and utility permits, as regulated by Section 20-5.13.
6

7 **Section 8.** The City of South Miami Land Development Code, Chapter 20,
8 Article X, Sections 20-10.5, and 10.9 are hereby amended to read as follows:
9

10
11 **20-10.5 - Uses requiring administrative approval.**

12 (A) The following uses may be approved by the City Manager [or the Manager's
13 designee] after the **ERP**, or the City Commission per Section 20-6.2, has
14 recommended approval:
15

16 ***

17 **20-10.9 - Accessory equipment building.**

18 Accessory equipment buildings used in conjunction with the operation
19 and maintenance of antennas shall be permitted subject to the following
20 requirements:
21

22 **(A) ERP** review is required pursuant to the procedure set forth in 20-5.11.

23 (B) Must conform to the applicable zoning district's dimensional standards.

24 (C) If the site is already occupied by a principal building, the provider shall
25 attempt to utilize the existing building for its antenna-related equipment. If the
26 provider is unable to use the existing building, it must provide a report to the
27 City describing the reasons which disallow it from using the existing building.

28 (D) Shall be designed, constructed, and installed in compliance with this Code,
29 the Florida Building Code, and all other applicable codes.
30

31 **Section 9.** The City of South Miami Land Development Code, Chapter 20,
32 Article XI, Sections 20-11.2 is hereby amended to read as follows:
33

34 **20-11.2 - Designation procedure for historic sites.**

35 (A) *Report Required.* Prior to the designation of an individual historic or archeological
36 site, an investigation and formal designation report must be filed with the Historic
37 Preservation Board.

38 (B) *Historic Preservation Board Recommendation.* The Historic Preservation Board shall
39 make recommendations to the City Commission concerning all properties proposed
40 as historic sites, districts or archeological zones.

41 (C) *Proposals and Preliminary Evaluation and Recommendation.*

42 (1) Application for designation of individual properties and districts may be made to the
43 Planning and Zoning Department by any member of the Historic Preservation Board,
44 the **Environmental Review and Preservation Board**, the City Commission, the City
45 administration or the property owner(s) of the subject property for designation.

46 ***
47

1 **Section 10. Codification.** The provisions of this ordinance shall become
2 and be made part of the Code of Ordinances of the City of South Miami as amended.

3
4 **Section 11. Ordinances in Conflict.** All ordinances or parts of ordinances
5 and all sections and parts of sections of ordinances in direct conflict herewith are
6 hereby repealed.

7
8 **Section 12. Severability.** If any section, clause, sentence, or phrase of this
9 ordinance is for any reason held invalid or unconstitutional by a court of competent
10 jurisdiction, this holding shall not affect the validity of the remaining portions of this
11 ordinance or the Guidelines adopted hereunder.

12
13 **Section 13. Effective Date.** This ordinance shall become effective upon
14 enactment and shall apply retroactively to all pending appeals regarding any matter
15 that was filed with the Environmental Review and Preservation Board.

16
17
18 PASSED AND ENACTED this ____ day of _____, 2018.

19
20 ATTEST:

APPROVED:

21
22
23
24 _____
25 CITY CLERK
26 1st Reading
27 2nd Reading

MAYOR

28
29 READ AND APPROVED AS TO FORM:
30 LANGUAGE, LEGALITY AND
31 EXECUTION THEREOF

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

32
33
34
35 _____
36 CITY ATTORNEY

Sec. 7-3.1. - Issuance of building permits involving use of sewer plants.

The issuance of building permits involving the use of sewer plants without prior recommendation of the **environmental review board**, recommendation of the planning board and approval of the city council is hereby prohibited.

(Ord. No. 821, 4-2-74)

Editor's note— Ord. No. 821 did not expressly amend this Code, hence its codification as § 7-3.1 was at the discretion of the editors.

Sec. 13-85. - Location and relocation of facilities.

- (a) Unless specifically approved by the city manager, licensee's system shall be installed underground. All aboveground facilities shall be constructed in a manner as to minimize the visual impact of the facility. Licensee shall provide landscaping sufficient to minimize visual impact, and as approved by the environmental protection review board.
- (b) Licensees shall not place any facilities, fixtures or equipment where they will interfere with any existing gas, electric, CATV, telecommunication, telephone, sewer, drainage or water lines, fixtures or equipment. Licensee shall not place facilities, fixtures or equipment so as to interfere with any other persons or companies lawfully using the public right-of-way to service residents of the city. The licensee shall locate its lines and equipment in a manner that does not interfere unnecessarily with travel on public right-of-way, with the installation or operation of gas, electric, CATV, telephone, water, drainage or sewer line equipment, or with the rights or reasonable convenience of owners of property which abuts any public right-of-way.
- (c) Licensees shall relocate any aboveground portion of the systems underground in any easement or right-of-way area when existing power or telephone facilities are relocated. Relocation shall be at licensee's expense, and the relocation shall be accomplished concurrently with relocation of power or telephone facilities.
- (d) Licensees shall have the authority and the duty to trim trees on or hanging over public right-of-way in order to prevent the branches of the trees from coming in contact with the wires and cables of the licensee. At the option of the city, the trimming may be done by it or under its supervision and direction at the expense of the licensee, if prior notification has been given to the licensee and licensee has failed to respond.
- (e) Licensee shall promptly and at licensee's own expense, protect, support, temporarily disconnect, remove, modify or relocate any part of the system when required by the city by reason of traffic conditions, public safety, road construction, change of street grade, installation of sewers, drains, water pipes, power lines, signal devices, tracks or any other type of city improvement project, or to accommodate the abandonment of any street. Licensee shall bear the costs of any the removal or relocation that meets the requirements of Florida Statute section 337.403. The work shall be completed no later than 180 days after receiving notice from the city, or the longer period as may be agreed to by licensee and the city. In the event the licensee fails to remove or modify its system, the city may, upon notice to licensee, make the necessary removals and charge the licensee for the cost.
- (f) Each licensee shall, on the request of any person holding a building moving permit issued by the city, temporarily remove, raise or lower its wires to permit the moving of buildings. The expense of the temporary removal or raising or lowering of wires shall be paid by the person requesting the service, and the licensee shall have the authority to require the pavement in advance. Licensee shall be given not less than 7 days advance notice to arrange for the temporary wire changes.
- (g) All service lines, drops or laterals that connect the end user customer to licensee distribution system shall be buried as follows:
 - (1) On easements and public right-of-way at the depth as established by the public works director.
 - (2) On private property at a sufficient depth so that no portion of the line is exposed.
 - (3) The public works director may impose a specific depth requirement for the lines on private property.

(Ord. No. 5-99-1679, § 1, 3-2-99)

20-3.4 - Special use conditions.

Any of the following special uses may be approved and permitted by the City Commission at a public hearing, after a recommendation by the Planning Board, provided that such use is specifically listed as a permitted special use in the appropriate district column in the Permitted Use Schedule (Section 20-3.3D), and that such use complies with the following general and special requirements, as well as any other conditions that the City Commission may consider appropriate and necessary:

(A) *General Requirements.*

- (1) All such uses shall comply with all requirements established in the appropriate zoning use district, unless additional or more restrictive requirements are set forth below or by the City Commission.
- (2) All such uses shall be determined to be of a compatible and complementary nature with any existing, planned or anticipated surrounding uses.
- (3) A public hearing shall be held by the City Commission to determine the overall compatibility of the use with the surrounding neighborhood.
- (4) If a special use is, in the future, determined by the Director of the Planning and Zoning Department or the City Commission, to be adversely affecting the health, safety or welfare, including quiet enjoyment, of persons residing or working in the vicinity of the proposed use, or otherwise to be detrimental to the public welfare or property or improvements in the surrounding neighborhood, or to be not in compliance with any other applicable Code provisions, the special use approval may be modified, with conditions of approval revised or added to alleviate such adverse effect, or revoked by the City Commission upon notification and public hearing.

(B) *Special Requirements.*

(1) CHURCH, TEMPLE, MOSQUE OR SYNAGOGUE

- (a) In RM-18, RM-24, and RO Districts, all such uses shall be located on a site of not less than two (2) net acres in area.
- (b) No structure shall be located less than one hundred (100) feet from any adjacent residential district.
- (c) Ancillary uses such as education, recreational and social uses shall be subordinate to the principal use as a church.

(2) FRATERNAL ORGANIZATION OR PRIVATE CLUB

- (a) All such uses shall be located on a site of not less than one (1) net acre in area.
- (b) The activities, uses and structures located on the property shall be adequately screened and/or buffered from residentially zoned districts as recommended by the Planning and Zoning Director or as required by the City Commission to reduce any noise emanating from the property and limit the vision of the structure and activity taking place on the property.
- (c) No vehicular ingress nor egress shall be permitted along streets and rights-of-way bordering a residentially zoned district in the City.

(3) FUNERAL HOME

- (a) All such uses shall be located on a site of not less than one (1) net acre in area.
- (b) All such uses shall have not less than twenty-five (25) off-street parking spaces on-site.
- (c) No parking spaces shall be located between the front or side of the principal structure and any street right-of-way line.
- (d) All ambulances and other equipment shall be stored in a completely enclosed structure when not in actual use.

- (e) Principal structures shall have a minimum setback of at least forty (40) feet from any side property line.

(4) RESTAURANTS

(a) RESTAURANTS, CONVENIENCE

- i. No vehicular ingress nor egress shall be permitted along streets and rights-of-way bordering residential zoning districts in the City of South Miami. Public streets, rights-of-way, sidewalks and required setbacks may not be used for patio or street-side services of any kind.
- ii. The City Commission shall review and recommend approval, disapproval or modification of all site plans and project specifications, including, but not limited to, traffic circulation, landscaping, lot size, access and facility arrangement for this Special Use Permit.

(b) RESTAURANT, GENERAL

- i. All such establishments shall provide only inside or patio service on private property. Public streets, rights-of-way, sidewalks and required setbacks may not be used for patio or street-side services of any kind.
- ii. No services of a drive-in or of a fast food nature shall be permitted.
- iii. The City Commission shall review and recommend approval, disapproval or modification of all site plans and project specifications for this special use permit.

(c) RESTAURANT, WALK-UP

- i. Containers for the proper disposal of waste materials must be provided by the restaurant at all times during the hours of operation. The number of required containers shall be that approved by the city commission. Such containers must be kept clean and well maintained at all times.
- ii. No such facility shall be permitted along streets and rights-of-way bordering residential zoning districts in the City of South Miami.
- iii. This use excludes any service to a customer in a motor vehicle, but may include delivery service with city commission approval; seating is not required; food may be consumed at inside tables or at the patio area on private property. Public streets, rights-of-way and required setbacks shall not be used for street-side services of any kind.
- iv. No walk-up restaurant may sell or offer for sale any alcoholic beverage for consumption on or off the premises, including delivery, at any time.
- v. The city commission shall review and recommend approval, disapproval or modification of all site plans and specifications, including, but not limited to, pedestrian circulation, facility access and facility arrangement for this Special Use.

(d) RESTAURANT, DENSITY

- i. Respective restaurant sites shall not be allowed to occupy more than the following percentage of the allowable first floor building area of any of the following zoning districts:

NR 5% I 10% GR 25% SR 25%

(5) GASOLINE SERVICE STATION

- (a) *Objectives of this Subsection.*

- i. The following standards are established for service stations to ensure that such uses shall be compatible with other uses permitted in the same district and to protect the public health, safety and welfare of the community.
 - ii. These standards are to promote design which is architecturally compatible with the surrounding area and the design goals of the community.
- (b) *Applicability.*
- i. This section shall apply to all new service stations, additions or renovations in excess of \$10,000 as determined by the City, including tank removal or upgrades.
 - ii. Exceptions to this section can be approved by the City Commission.
- (c) *Appearance.*
- i. All structures on the site shall create a unified architectural theme.
 - ii. Service station roofs shall be pitched with generous overhangs. The roofing shall be [composed of] incombustible materials, such as shingle, clay tile, cement tile, or metal.
 - iii. The canopy shall be restricted to a clearance of 13 feet in height and shall be consistent with the main building design. The canopy columns shall be architecturally finished to match the building.
 - iv. The use of flat steel or metal panels for the exterior walls of the service station shall not be permitted.
 - v. The rear and sides of buildings shall be finished with material that, in texture and color, resembles the front of the building.
 - vi. Glass windows and doors must make up 35% of the primary elevation and 15% of the secondary elevation. This calculation is excluding areas designated as service bays.
 - vii. The adopted color palette and painting standards shall be applied; however, the use of "earth tone" or light pastel colors shall be encouraged. The use of gray tone colors shall not be permitted.
 - viii. Perimeter walls of the site shall be architecturally compatible with the principal structure.
- (d) *Landscaping.* The service station must comply with Section 20-4.5, Landscaping Requirements, as well as the items specified below:
- i. The service station site landscaping must be compatible with the existing landscaping of the surrounding community.
 - ii. Street tree requirements shall be altered to require palm clusters on the ends of the landscape buffer parallel to the service pump canopy. The palm clusters shall consist of three palms with a minimum height of 13 feet.
 - iii. The use of planters and window boxes shall be incorporated into the overall landscape design of the building and the site.
 - iv. The service pump island shall contain planters on the ends equal to the width of the island.
 - v. Where hedges are required, a tiered effect is required.
 - vi. Landscaped areas shall be surrounded with a six-inch raised concrete curb. Grade within areas to be landscaped shall be raised to curb height.
- (e) *Signage and Lighting.*

- i. Landscape signs pursuant to Section 20-4.3(l)(5) shall be used in place of pole or pylon signs.
 - ii. Canopies shall not contain any signage, striping or super graphics.
 - iii. Temporary window signage shall not be permitted.
 - iv. Lighting fixtures shall be baffled and arranged so that illumination is deflected away from adjacent properties and roadways.
- (f) *Ancillary Uses.*
- i. The sale of snack foods, soft drinks, candies, gum, cigarettes and related items, but not alcoholic beverages, is permitted within approved principle building structures.
 - ii. The sale of automotive service items, such as motor oil, antifreeze or allied products, is permitted within approved principle building structures.
 - iii. There shall be no storage or display of any merchandise, including tires, outside of the principle building structure.
 - iv. On-site preparation of ready-to-consume food is only permitted via special use approval.
 - v. Automatic teller machines shall be permitted only within or as a part of the principal building.
 - vi. Automobile washing/detailing operations may be permitted as an accessory use in the GR General Retail Zoning District.
- (g) *Operation and Maintenance.*
- i. No sales, rentals, leasing of storage space, major engine, painting, body work, tire recapping or dismantling of any kind shall be permitted on the service station site. No vehicle may be parked on the site for more than 48 hours.
 - ii. No storage of used auto parts or wrecked vehicles, including water craft and trailers, shall be located outside the principle structure.
 - iii. At all times, the premises shall be maintained in a clean and orderly condition and landscaping must be maintained in a healthy and viable condition.
- (6) USED MERCHANDISE STORE
- (a) No such establishment shall be located less than one hundred (100) feet from any adjacent residential district.
 - (b) No outside display of goods or merchandise shall be permitted.
 - (c) No such establishment shall be located less than five hundred (500) feet from another such establishment.
- (7) DRY CLEANING PLANT
- (a) Only nonflammable solvents in self-contained dry cleaning units shall be used.
 - (b) A decorative wall of masonry, reinforced concrete, or precast concrete, six (6) feet in height, shall be erected along all interior property lines, including the rear property line, which abut residential districts (RS, RT, RM, and RO). This requirement may be waived or modified by the city commission if adequate acoustical and visual buffering are provided.
 - (c) Landscaping, in addition to that which is required under Section 20-4.5, Landscaping requirements, may be required by the city commission.
- (8) PLANNED UNIT DEVELOPMENT. All such uses shall be located on a site of not less than two (2) net acres in area. (See Section 20-3.7 for additional requirements)

- (9) AUTOMOBILE, BOAT OR RECREATIONAL VEHICLE DEALER
- (a) No structure shall be located less than one hundred (100) feet from any adjacent residential district.
 - (b) All vehicles or boats located on site shall be in operating and saleable condition and have valid current registration and license tags.
 - (c) When adjacent to a residential district, a masonry or concrete wall of between six (6) and eight (8) feet in height shall be constructed along dividing property lines.
 - (d) When adjacent to public rights-of-way, a landscaped buffer of at least seven (7) feet in width shall be provided, except for approved access points.
 - (e) All on-site servicing or repairing of vehicles or boats shall be conducted in completely enclosed soundproof structures.
 - (f) A decorative masonry or concrete wall of five (5) feet in height shall be erected along all rear and interior side property lines. Said wall shall be located not less than ten (10) feet from any property or right-of-way line and said area between the wall and property or right-of-way lines shall be landscaped. In the event that any interior side property line abuts the same or less restrictive zoning district, said wall and landscaped area shall not be required. Walls located within ten (10) feet of the front property line shall not exceed four (4) feet in height.
- (10) AUTO WASH OPERATION
- (a) All such uses involving an automated car washing operation shall be conducted in a structure enclosed on three sides.
 - (b) All such uses involving an automated car washing operation shall have storage lanes adequate to accommodate four (4) vehicles for each bay.
 - (c) No such use involving an automated car washing operation shall be located less than one hundred (100) feet from any residential district.
- (11) BOWLING ALLEY OR SKATING RINK
- (a) All such uses shall be located within a fully enclosed soundproof structure.
 - (b) No such use shall be located less than one hundred (100) feet from any residential district.
- (12) MATERIAL STORAGE YARD
- (a) All such uses shall be accessory and incidental to a permitted principal use.
 - (b) All such uses shall be completely surrounded by a masonry or concrete wall of not less than six (6) nor more than eight (8) feet in height which shall be permanently maintained in an attractive condition. Storage of all materials and equipment shall not exceed the height of said wall.
 - (c) No on-site storage of heavy road-building or earth-moving equipment shall be permitted.
 - (d) No structure shall be located less than five hundred (500) feet from any adjacent residential district.
- (13) ADULT CONGREGATE LIVING FACILITY. All such uses shall comply with all applicable requirements of state law.
- (14) HOSPITAL. The construction of new or the expansion or conversion of existing hospital facilities and accessory uses shall be subject to the following:
- (a) Such construction, expansion, conversion shall:
 - i. Not create additional traffic on adjacent residential streets;

- ii. Not overburden any other public facility, except that the hospital may agree to provide or expand needed facilities at no added public cost;
 - iii. Be compatible with the surrounding area and conform to the city's adopted Comprehensive Plan.
 - (b) The city commission may attach such conditions and safeguards to an approval of a special use as are reasonably necessary and required to protect public interest in:
 - i. Completion of the development according to approved plans;
 - ii. Provision for continuing operation and maintenance of such areas, facilities and functions as are not to be provided, operated or maintained at public expense; and
 - iii. Provision for such dedications, contributions or guarantees are required for provision of needed public facilities and services.
 - (c) The preceding paragraph shall not deny the city commission the authority to set other conditions and safeguards at the time of special use approval, but where such conditions and safeguards are attached the city commission shall determine that they are reasonably necessary and required to protect the public interest and to carry out the intent and purpose of the "H" District and the city's adopted Comprehensive Plan.
 - (d) The provisions of this section shall not apply in the event that a "Planned Unit Development-Hospital" (PUD-H) District has been enacted by the city commission for a subject property. In such event, the provisions of the PUD-H District, as approved by the city commission, shall apply. In the event that a PUD-H District is applied to a property subsequent to the adoption of this Code, then the provisions of said PUD-H District shall supersede the provisions of this section.
 - (e) Dimensional requirements shall be approved by the city commission but in no case shall they be less restrictive than requirements applicable to the MO District.
- (15) GROUP HOME I and GROUP HOME II
 - (a) There is required a minimum of two (2) parking spaces, but no more than two (2) unenclosed parking spaces.
 - (b) A business tax receipt shall be required.
 - (c) Supervisory staff shall be on-premises 24 hours per day, 365 days per year.
 - (d) Emergency telephone numbers shall be provided to the Police department and be kept current at all times.
 - (e) The address number must be placed on the house in a way to be clearly visible from the street.
- (16) ACCESSORY RETAIL AND SERVICE USES. Within any permitted principal building in LO or MO districts, accessory retail or service uses may be permitted provided that:
 - (a) Such uses are located entirely within the principal building for the convenience of the occupants of or visitors to the principal use;
 - (b) Such uses do not occupy more than ten (10) percent of the gross floor area of the principal building in which located; and
 - (c) Such uses shall not have any signs or advertising visible from outside the principal building.
- (17) RESIDENTIAL USES WITHIN RESIDENTIAL OFFICE DISTRICTS. Within any Residential Office "RO" district, single-family residential uses shall be permitted subject to the dimensional requirements of the RS-4 Single-Family Residential district.
- (18) ACCESSORY MEDICAL SERVICES

- (a) Facilities may be permitted only in conjunction with an approved hospital use and located on hospital premises.
 - (b) Facilities may be provided in the form of a trailer unit which is periodically located for a specified length of time as determined by the city commission on an approved site and conforms to all applicable codes.
 - (c) Only one trailer unit may be permitted per each approved, specially permitted hospital use.
 - (d) Only those services that are not already provided by the hospital facility and which is for the sole use of the hospital staff and patients may be permitted.
 - (e) No vehicular ingress nor egress shall be permitted along streets or rights-of-way bordering residential zoning districts in the City of South Miami.
 - (f) The city commission shall review and recommend approval, disapproval or modification of all site plans and project specifications, including but not limited to, traffic circulation, landscaping, facility placement, access and facility arrangement for this special use permit.
- (19) Reserved.

(20) MOBILE AUTOMOBILE WASH/WAX SERVICE

- (a) Mobile carwash services may operate from 9:00 a.m. to 5:00 p.m. on Monday through Saturday only. No mobile service vendor shall station itself upon any public street or right-of-way. Neither shall any mobile service vendor station itself upon any private property except with the express permission of the owner thereof and in a manner, which does not impede the flow of traffic in public streets or rights-of-way nor block pedestrian access to public streets or rights-of-way. No mobile service vendor shall station itself within one hundred (100) feet of a residential zoning district; however, this restriction shall not apply to mobile carwash vendors operating in residential districts and servicing the primary residents.
- (b) All mobile service vendors must provide for their own trash and garbage removal such that no trash or garbage remains on the premises upon which the vending was conducted.
- (c) No property owner may permit mobile carwash services to operate on their property for longer than two (2) hours, or operate on site more than two (2) times per week.
- (d) No signage, other than normal commercial graphics painted upon the actual mobile service vehicle, shall be permitted, except as provided for in (e) below.
- (e) With special use approval, exception to (c) above may be made for mobile service vendors who are stationed within approved parking structures. No exterior signage visible from a public street shall be permitted for locations within parking structures.
- (f) Mobile service vendors must operate from four-wheel motorized vehicles registered in the State of Florida.
- (e) No steam-cleaning, solvents, and/or degreasers may be used.
- (f) No run-off into catch basins is permitted.
- (g) If soap is used, any run-off must be negligible and contained on private property.

(21) ANIMAL HOSPITAL/VETERINARIAN

- (a) All such uses shall be located within a fully enclosed, air-conditioned, soundproof structure.
- (b) There shall be no overnight boarding of animals except for medical purposes.
- (c) The hours of operation for visits and treatment will be 7:00 a.m. to 9:00 p.m. Monday through Saturday; hours of operation shall not prevent emergency medical treatment.

- (22) AUTOMOBILE RENTAL AGENCY. The following requirements shall be applicable to all automobile rental agencies allowed as a special use:
- (a) No ingress or egress to the automobile rental agency shall be permitted through abutting residentially zoned parcels.
 - (b) When adjacent to a residential district, a landscape buffer acceptable to the city's ERPB shall be constructed along dividing property lines.
 - (c) Required parking spaces are to be designated for customers and employees only, and not to be used for the storage of vehicles.
 - (d) Maintenance, mechanical repair or washing of cars on site is prohibited.
- (23) SCHOOLS AND CHILD CARE FACILITIES: The following requirements shall be applicable to all schools and child care facilities allowed as a special use:
- (a) The maximum student capacity of a school (K-12) shall not exceed one hundred and fifty (150) students per net acre based upon the site size of the property.
 - (b) The maximum capacity of a child care center shall be governed by life safety codes and licensing standards for such facilities, as amended.
 - (c) Notwithstanding the parking requirements set forth in Section 20-4.4(B)(12), all schools, except high schools, shall provide one parking space for every three hundred (300) square feet of gross floor area. High schools shall provide one (1) parking space for every two hundred (200) square feet of gross floor area.
 - (d) The proposed school shall meet State standards for class size and for recreation and open space.
 - (e) A traffic study to include a parking impact on the surrounding neighborhood and requirements for adequate queuing on site shall be provided indicating the impact of the proposed facility on the surrounding area; the traffic study consultant shall contract with the City and be paid for by the school applicant.
 - (f) Child care facilities with fifteen (15) or more children shall be required to provide a traffic circulation plan, a traffic study, if required, and a facilities impact statement to the Planning Department for review. The Planning Department and the Police Department will assess the information and determine whether a traffic study is warranted based on the proposed number of children and the surrounding neighborhood conditions. The traffic circulation plan must be supported by the data for the use before a license to operate the facility may be issued. If a traffic study is warranted, the traffic study consultant shall contract with the City and be paid for by the child care facility applicant. If the traffic circulation plan is not supported by the data, then the permit may not be issued unless the applicant complies with appropriate mitigation.
 - (g) All required parking for the school and child care facility shall be located on site.
 - (h) The drop off and pick-up loading zone areas for students and children attending the child care facility shall be completely accommodated on site.
 - (i) All proposed driveways, vehicular circulation, and parking areas shall be designed to avoid a back up of traffic onto a public right-of-way.
 - (j) No ingress or egress to a school or child care facility shall be permitted through abutting residentially zoned parcels.
 - (k) When adjacent to a residential zone district, a landscape opaque buffer shall be constructed along dividing property lines.
 - (l) All playground and athletic activities areas shall be accommodated on site.
 - (m) There may not be any school activities on site after 11:00 p.m.

- (n) The school and child care facility shall be financially responsible for the appropriate solution of any problems that arise after approval.
 - (o) If the proposed school or child care facility, or the traffic generated by the school or facility is, in the future, determined by the Director of Planning, to be adversely affecting the health or safety of persons residing or working in the vicinity of the proposed use, or to be detrimental to the public welfare or to the property or improvements in the neighborhood, or to be not in compliance with other applicable Code provisions, the special use approval may be modified or revoked by the City Commission upon notification and public hearing.
- (24) MEDICAL MARIJUANA CENTER (MMC). The following requirements shall be applicable to all Medical Marijuana Retail Centers and Medical Marijuana Processing Center allowed as a special use:

- (a) Location requirements. A MMC shall not be located:
 - i. Within 300 feet of any RS zoning district;
 - ii. Within 1,000 feet of another MMC, whether it is located in the City or in another jurisdiction; and
 - iii. Within 500 feet of a child day care facility, county or municipal park, or elementary, middle or secondary school.

Distances shall be measured by drawing a straight line between the closest point of a building housing the MMC to the closest property line of the RS zoning district, another MMC, school, day care facility, or park.

- (b) Hours of operation. MMC shall only be permitted to operate between the hours of 7:00 a.m. and 9:00 p.m.
- (c) Vehicular traffic. The MMC shall ensure that there is no queuing of vehicles in the rights-of-way. No MMC shall have a drive-through or drive-in service aisle or a walk-up service window for doing business to the outside of the space housing the MMC.
- (d) Parking. Any parking demand created by a MMC shall not exceed the parking spaces located or allocated on site, as required by the City's parking regulations. An applicant shall be required to demonstrate that on-site traffic and parking attributable to the MMC will be sufficient to accommodate traffic and parking demands generated by the MMC, based upon a current traffic and parking study prepared by a certified professional.
- (e) Requirement for indoor operation and prohibition on loitering. There shall be no outdoor seating areas, queues, or customer waiting areas. All activities of the MMC including sales, display, preparations and storage shall be conducted entirely within an enclosed building. The MMC shall not direct or encourage any patient or business invitee to stand, sit, gather, or loiter outside of the building where the MMC operates, including in a parked car, in any parking areas, sidewalks, rights-of-way, or neighboring properties for any period of time longer than reasonably required for patients to conduct their official business. The owner of the building housing the MMC shall post conspicuous signs on all sides of the building stating that no loitering is allowed on the property.
- (f) Prohibition of on-site consumption of marijuana. No consumption of medical marijuana shall be allowed on the premises, including in the parking areas, sidewalks, or rights-of-way.
- (g) Landlord responsibilities. (i) Any landlord, leasing agent, or owner of property upon which a MMC operates, who knows, or in the exercise of reasonable care should know, that a MMC is operating in violation of City Code or applicable law, including the rules and regulations promulgated by the state department of health, must take all reasonable measures to prevent, stop, or take reasonable steps to prevent the continued illegal activity on the leased premises. (ii) Landlords who lease space to a MMC must expressly incorporate language into the lease or rental agreement stating that failure to comply with

City Code is a material non-curable breach of the lease and shall constitute grounds for termination of the lease and immediate eviction by the landlord ("termination clause"). It shall be a violation of this section for a landlord to fail to incorporate such a termination clause in the tenant's lease and/or the failure to take reasonable steps to evict a tenant when the tenant is in violation of the City Code. The landlord shall pay a fine of \$500 each day that the landlord fails to take reasonable steps to evict the tenant as required by this section. If the landlord takes reasonable steps to evict the tenant but is unable to evict due to the landlord's failure to incorporate the termination clause, the landlord shall pay a fine of \$500 per day for each day that the tenant is in violation of the City Code.

- (h) If a special use is, in the future, determined by the Director of Planning and Zoning, to be adversely affecting the health or safety of persons residing or working in the vicinity of the proposed use, to be detrimental to the public welfare or property or improvements in the neighborhood, or to be not in compliance with other applicable Code provisions, the special use approval may be modified or revoked by the City Commission up on notification and public hearing.

(Ord. No. 12-90-1452, 7-24-90; Ord. No. 13-90-1452, 8-21-90; Ord. No. 2-91-1467, 1-15-91; Ord. No. 14-91-1476, 4-16-91; Ord. No. 15-91-1480, 5-21-91; Ord. No. 19-91-1484, 7-23-91; Ord. No. 26-91-1490, 11-5-91; Ord. No. 26-91-1491-A, 11-19-91; Ord. No. 3-92-1498, 1-7-92; Ord. No. 5-93-1534, 6-1-93; Ord. No. 16-94-1566, § 2, 11-1-94; Ord. No. 2-97-1623, § 1, 3-4-97; Ord. No. 14-98-1662, § 3, 9-1-98; Ord. No. 22-99-1696, § 3, 11-16-99; Ord. No. 21-01-1752, § 2, 10-2-01; Ord. No. 6-02-1774, § 2, 7-23-02; Ord. No. 47-08-1982, § 1, 8-21-08; Ord. No. 01-09-1993, § 3, 2-3-09; Ord. No. 10-10-2035, § 3, 4-6-10; Ord. No. 27-10-2052, § 2, 9-21-10; Ord. No. 47-10-2072, § 2, 12-7-10; Ord. No. 05-11-2078, § 2, 1-18-11; Ord. No. 01-12-2117, § 3, 1-3-12; Ord. No. 23-12-2139, § 1, 10-2-12; Ord. No. 15-14-2193, § 1, 7-5-14; Ord. No. 29-16-2262, § 1, 11-1-16; Ord. No. 06-17-2276, § 3, 4-4-17)

20-3.5 - Dimensional requirements.

- (A) *Residential Districts.* In residential districts, the maximum density, minimum lot area and frontage, minimum yard setbacks, maximum coverage and maximum building heights for the permitted uses in each district shall be determined from the Dimensional Requirements Table for either single-family residential districts one-story (Section 20-3.5(E)) or single-family residential districts two-story (Section 20-3.5(H)) or multi-family districts (Section 20-3.5(F)).
- (B) *Nonresidential Districts.* In nonresidential districts, the minimum lot area and frontage, minimum yard setbacks, maximum floor area, maximum coverage and maximum building heights for permitted uses in each district shall be determined from the Dimensional Requirements Table for nonresidential districts (Section 20-3.5(G)).
- (C) *Dimensional Requirement Tables.*
 - (1) The use of land and the erection of buildings and other structures on land shall be subject to the dimensional requirements of the applicable zoning district, as reflected on the four tables labeled "Dimensional Requirements, Single-Family Residential Districts, One-Story" (Section 20-3.5(E)) or "Dimensional Requirements, Single-Family Residential Districts, Two-Story" (Section 20-3.5(H)); "Dimensional Requirements, Multi-family Districts" (Section 20-3.5(F)) and "Dimensional Requirements, Nonresidential Districts" (Section 20-3.5(G)).
 - (2) There shall be no variation or deviation from such dimensional requirements except where expressly allowed by this Code.
 - (3) Minimum and maximum dimensional requirements for permitted uses within a PR or PI use district shall be the same as those listed in the following tables for uses within the most restrictive use district located adjacent to the subject PR or PI property.
- (D) *Properties Abutting Single-Family Zoning Districts.*
 - (1) Notwithstanding the dimensional requirements of the zoning use district in which a property is located, if that property is abutting (common border or separated by a right-of-way) to a single-family zoning district the maximum height of any new building or any vertical addition to an existing building on that property is limited to two stories, however, additional height may be obtained via the special use permit process as set forth in Section 20-5.8.
 - (2) Properties or projects constructed under a city approved Planned Unit Development Site Plan or projects subject to Development Agreements during the period that the Agreement is in effect, shall not be subject to the provisions of this section. In no case shall a project be rebuilt which exceeds the height, setback or density that was set forth in the Development Agreement or applicable Planned Unit Development Site Plan.
 - (3) Properties presently existing and actually built on the effective date of this ordinance shall be grandfathered in and exempted from the provisions of this section and allowed to be rebuilt to the same height if they are destroyed by an act of God or other natural disaster.

Section 20-3.5E

DIMENSIONAL REQUIREMENTS

SINGLE-FAMILY RESIDENTIAL DISTRICTS - ONE-STORY

Min. Lot Size					
Net Area (sq. ft.)	40,000	15,000	10,000	6,000	6,000
Frontage (ft.)	125	100	75	60	50

Min. Yard Setbacks (ft.)						
Front		50	35	25	25	25
Rear		25	25	25	25	25
Side (Interior) ^a		12.5	10	7.5	7.5 ^b	7.5 ^b
Side (Street)		25	20	20	15	15
Max. Building Height						
Feet		25	25	25	25	25
Max. Building Coverage (%)	First floor	20	30	30	30	30
Max. Impervious Coverage (%)		30	40	40	45	45

^a Cumulative width of both side yards shall be not less than 20 percent of total lot width.

^b Except that additions to existing structures may have 5 feet interior side setbacks where any portion of the building already has a 5 feet setback.

Section 20-3.5F
DIMENSIONAL REQUIREMENTS
MULTI-FAMILY DISTRICTS

REQUIREMENT	RT-6 (TH)	RT-9 ^a (2F)	RM-18 (MF)	RM-24 (MF)	MU-AH (MF)
Max. Density (units/acre)	6	8.7	18	24	24
Min. Site Size					
Net Area (sq. ft.)	10,000	10,000	10,000	15,000	(1 acre)
Frontage (ft.)	200	100	75	100	100
Min. Lot Size					

Net Area (sq. ft.)	3,000	na	na	na	na
Frontage (ft.)	25	na	na	na	na
Min. Yard Setbacks (ft.)					
Front:					
1 & 2 stories	25	25	25	25	25
3 stories	na	na	na	30	na
4 stories	na	na	na	35	na
Rear:					
1 & 2 stories	25	25	20	20	20
3 stories	na	na	na	25	na
4 stories	na	na	na	35	na
Side (Interior)					
1 & 2 stories	10	7.5	12.5	12.5	12.5
3 stories	na	na	na	15	na
4 stories	na	na	na	20	na
Side (Street)					
1 & 2 stories	15	15	25	25	25
3 stories	na	na	na	30	na
4 stories	na	na	na	35	na
Between Buildings	20	15	20	20	20

Perimeter ^b	15	15	na	na	na
Max. Building Height					
Stories	2	2	2	4	2
Feet	25	25	30	50	30
Max. Impervious Coverage (%)	40	35	60	70	70

^a Townhouses allowed subject to all RT-6 requirements, except minimum site size.

^b In addition to all other required setbacks when the site area is greater than two (2) acres.

**Section 20-3.5G
DIMENSIONAL REQUIREMENTS
NONRESIDENTIAL DISTRICTS**

REQUIREMENT	RO	LO	MO	NR	SR	GR	I
Min. Lot Size							
Net Area (sq. ft.)	7,500	7,500	10,000	7,500	5,000	10,000	5,000
Frontage (ft)	75	75	100	75	50 ^c	100	50
Min. Setbacks (ft.)							
Front	25	20	15 ^b	25	10 ^b	20	20
Rear	20	15	10	15	10	15	^a
Side (Interior)	10	10	0	—	—	—	
Side (Street)	20	15	10	15	10 ^b	15	15
Adj. Res. Dist.	25	25	25	25	25	25	25
Side (w/driveway)	20	20	20	20	20	20	20

Between Buildings	20	20	20	—	—	—	—
Max. Building Height							
Stories	2	2	4	2	4	2	2
Feet	25	30	50	25	50	30	30
Max. Building							
Coverage (%)	30	—	—	—	—	—	—
Max. Impervious							
Coverage (%)	75	80	85	75	90	85	85
Max. Floor Area							
Ratio (FAR)	0.30	.70	1.60	.25	1.60	.80	.80

- ^a 5' setback with wall opening adjacent to rear property line; no setback if no openings in wall.
- ^b Applies to ground floor only; columns are permitted within the setback. Columns shall not be greater than twenty-four (24) inches in diameter; columns on the property line shall not be closer to each other than ten (10) feet.
- ^c The frontage requirement does not apply to uses in the SR District.

Section 20-3.5H
DIMENSIONAL REQUIREMENTS
SINGLE-FAMILY RESIDENTIAL DISTRICTS - TWO-STORY

REQUIREMENT		RS-1	RS-2	RS-3	RS-4	RS-5
Min. Lot Size						
Net Area (sq. ft.)		40,000	15,000	10,000	6,000	6,000
Frontage (ft.)		125	100	75	60	50

Min. Yard Setbacks (ft.)						
Front		50	35	25	25	25
Rear		25	25	25	25	25
Side (Interior) ^a	For structure 12' or less in height, as measured from the first floor finished floor elevation	Refer to Table 1				
	Portion of structure above 12' high as measured from the first floor finished floor elevation	Refer to Table 1				
Side (Street)- First Story		25	20	20	15	15
Side (Street)- Second Story		25	25	25		
Max. Building Height						
Stories		2	2	2	2	2
Feet		25	25	25	25	25
Max. Building Coverage (%) First floor		Refer to Table 2				
Max. Impervious Coverage (%)		Refer to Table 2				
Max. Floor Area Ratio (%) Second floor		Refer to Table 2				

^a Cumulative width of both side yards shall be not less than 20 percent of total lot width.

Special dimensional requirements and performance standards for two-story single family structure and two story additions.

- (A) *Purpose.* The purpose of this ordinance is to establish special dimensional requirements and performance standards to regulate two-story single family structures and two-story additions within the residential zoning districts: "RS-1" Estate Residential, "RS-2" Semi-Estate Residential, "RS-3" Low Density Single-Family Residential, "RS-4" Single-Family Residential and "RS-5" Single-Family Residential (50' lots) of the City of South Miami.
- (B) *Applicability.* The requirements of this Section shall be in addition to each and every other requirement of the City of South Miami Land Development Code (Code), and in the case of conflict, the provision of this Section shall control.
- (C) *Performance Standards.* The performance standard set forth in this section will guide the development of two-story residential homes in the single family residential districts: RS-1, RS-2, RS-3, RS-4 and RS-5. The performance standards are necessary in order to address yard setbacks, open space, adequate landscaping, plan review process, and existing character of the residential neighborhoods in the City of South Miami. By implementing these standards the city will be able to preserve and enhance the neighborhood character through architectural designs that are consistent and responsive to the individual context of the city architecturally diverse neighborhoods.
- (1) *Building Site.* The development of two-story residential homes shall be constructed on a lot that is suitable for residential development, provides adequate setbacks and the necessary infrastructure to support the development.
- (2) *Minimum Lot Size.* The minimum lot size for residential homes shall be subject to the dimensional requirements set forth in the Land Development Code table labeled "Dimensional Requirements Single-Family Residential District Two Story" Section 20-3.5(H). For irregular shaped lots, the average lot width rather than the frontage width shall be used at the discretion of the Planning Director.
- (3) *Yard Setback Requirements.* No building or structure, or any part thereof, including covered porches or terraces, but not including uncovered steps, projections shall be erected at a lesser distance from the front, side or rear line of any building site than the front, side or rear setback distance, respectively, prescribed and established herein for such building site. Nothing herein shall prohibit a building or structure from having more than the minimum required setbacks.
- (a) *Side Setbacks (Interior).* Refer to Table 1: "Proposed Preliminary Minimum Side Yard Setbacks."
- Side yards shall be measured from the closest point of the structure's vertical outside wall to the side lot line, on a bearing parallel to the front lot line, at ground level.

TABLE 1
 New Two-Story Single Family Residential and
 Second Story Additions
 Minimum Setbacks Requirements
 (Interior Lot)

Existing Lot Frontage (ft.)	First Floor Interior Side Setback ^a	Second Floor Interior Side Setback ^b
40—44	7.5	7.5
45—49	7.5	9.0

50—54	7.5	10.0
55—59	7.5	11.0
60—64	7.5	12.0
65—69	8.5	13.0
70—74	9.5	14.0
75—+	10.0	15.0

^a Except that additions to existing structures may have 5 feet interior side setbacks where any portion of the building already has a 5 feet setback.

^b For pre-existing improved lots of record in the RS-3 or RS-4 districts, that are 50 feet or less in lot width, the second floor setback shall be the same as the first floor setback.

- (b) *Front Setback.* The minimum front setback shall be consistent with the dimensional requirements reflected on the Land Development Code table labeled "Dimensional Requirements Single-Family Residential District Two Story" (Section 20-3.5(H)).
- (c) *Side Setbacks (Street).* The minimum side setback (street) for structure that abuts a street shall be consistent with the dimensional requirements reflected on the Land Development Code table labeled "Dimensional Requirements Single-Family Residential District Two Story" (Section 20-3.5(H)).
- (d) *Rear Setback.* The minimum rear setback of twenty-five (25) feet shall be maintained and required on principle buildings in the single-family residential district, as reflected on the Land Development Code table labeled "Dimensional Requirements Single-Family Residential District Two Story" (Section 20-3.5(H)).
- (4) *Building Height Limit.* No single-family residential home shall be built in the City of South Miami that is more than two-stories in height. The maximum building height for two-story homes shall not exceed twenty-five (25) feet.
- (5) *Maximum Building Coverage.* The maximum building coverage permitted for a two-story single family residence shall be determined for for each application by using the dimensional requirements set forth in Table 2, Section (C)12, Development Standards.
- (6) *Maximum Impervious Coverage.* The maximum impervious coverage permitted for a two-story single-family residence shall be determined for each application by using the dimensional requirements set forth in Table 2, Section (C)12, Development Standards.
- (7) *Maximum Floor Area Ratio.* The maximum floor area ratio permitted for a two-story single-family residence shall be determined for each application by using the dimensional requirements set forth in Table 2, Section (C)12, Development Standards.
- (8) *Landscape Requirements.* A minimum of fifty (50) percent of the entire front yard area shall be green space. All yard areas shall be landscaped with trees and drought resistant native vegetation, as necessary, to enhance privacy from abutting properties. The

landscaped open space required by this Section shall consist of pervious landscaped area and shall not consist of any paved or otherwise impervious areas. The minimum height of new trees for two-story homes shall be eighteen (18) feet. An inventory of existing trees located onsite shall be prepared and submitted to the Planning Department as part of the **Environmental Review Preservation Board (ERP)** application. The required landscaped plan shall be prepared by Florida Registered Landscape Architect consistent with the City's Tree Ordinance.

- (9) *Architectural and Site Plan Review.* All new two-story homes or second story additions shall be reviewed by the **ERP** consistent with Section 20-6.1(C) of the Land Development Code. The design review must be based on sound and clearly articulated design principles. The architectural plans must be signed and sealed by a Florida Registered Architect.

- (a) The **ERP** shall consider and apply the following features as part of the review:
- (i) Scale, color, texture, appropriateness, and aesthetic quality of all proposed buildings and other structures;
 - (ii) Quantity, quality and arrangement of all proposed landscaping and open space features;
 - (iii) Overall compatibility of the proposed development with the existing and desired character of the property and neighborhood in which located; and
 - (iv) The installation of sidewalks along all arterial roadways and compliance with the City's sidewalk policies and requirements.

- (b) Designs should use a mix of articulation, architectural elements and exterior finishes reducing the perceived scale and bulk of buildings, including low to moderately pitched roofs and recesses under roof creating indoor/out door living spaces (terraces). In considering the design of the building, the **ERP** shall consider and apply Section 7(a)(i) thru (iii), and render a decision as to the adequacy of the elements in the design concept including, but not limited to:

Trim

Shutters

Awnings and canopies

Windows (Fenestration)

Doors

Texture of surface

Colors

Roofs (materials, color, slope and overhang)

Planters

Window boxes

Walls, height, location, materials, design

Height of building

Location of structure on site

Site circulation in regard to pedestrian travel, parking, services, grades and landscaping

Location of exposed piping, conduits and rain water leaders

The impact on adjacent properties of continuous two story walls

All lighting (height, location and style)

- (c) A Comprehensive Neighborhood Analysis, photographs of the site, and a statement explaining how the proposed building complies with the architectural style surrounding the site must be submitted as part of the ERPB application. The ERPB shall require changes to the plans to ensure that the design preserves the existing architectural style of the neighborhood, unless specified to the contrary, and promotes design excellence in the community. The ERPB, as part of its application for review, shall require the submission of photographs of both sides of the street and all abutting properties, on the block where the new two-story home or two-story addition is to be constructed.
 - (d) The architectural context includes the height, scale, massing, separation between buildings, and style in regard to how buildings and structures relate to each other within a specified area. Architectural context allows for differences in height, scale, massing, and separation between buildings and style, when such differences contribute to the overall harmony and character of the area. The ERPB shall not take into consideration existing buildings and structure that are out of context with the area when considering whether a new building or structure or a substantial addition to an existing building or structure is in context with both sides of the street on the block where it is located and surrounding properties. The ERPB shall review the building or structure in the context of that area in which the site is located when a new building or structure or a substantial addition to an existing building or structure is located on a building site that is on the border of two areas that have different character or content.
 - (e) The Planning Director shall have the administrative discretion to require the above review process to be accomplished prior to a Planning Board public hearing on the proposed development application.
- (10) *Findings.* The ERPB shall determine approval or disapproval of the proposed designed plans. The Board shall prepare a written determination in order to state the intent of its decision. The written determination shall be filed with the Planning Department for inclusion in the project record.
 - (11) *Historic Preservation Board Review.* Construction of a two-story home or a second story additions or alterations to existing homes in the City's Historic District shall be reviewed by the Historic Preservation Board and ERPB. The Historic Preservation Board shall review the application for consistency with the City's historic preservation guidelines, requirements set forth in this section, and the standards for the issuance of a Certificate of Appropriateness set forth in the Land Development Code. The Board shall also determine compatibility with the guidelines in the specific Historic Designation Report. The Historic Preservation Board recommendations shall be submitted to the ERPB for consideration. The ERPB shall give consideration to the findings of the Historic Preservation Board as part of its review for the purpose of determining consistency with the requirements set forth in this section.
 - (12) *Development Standards.* The development standards are based on percentage of lot size consistent with the table provided below. The lot size that does not exactly match table 2 shall be rounded up to the next highest lot size in order to determine the appropriate lot size.

TABLE 2
New Two-Story Single-Family Residential and Second Story Additions
Percentage Requirements for Maximum Building Coverage,
Impervious Coverage and FAR

Lot Size	Maximum Building Coverage	Maximum Impervious Coverage	Maximum Floor Area Ratio
5,000	0.300	0.450	0.550
6,000	0.300	0.450	0.525
7,000	0.300	0.438	0.500
8,000	0.300	0.425	0.475
9,000	0.300	0.413	0.450
10,000	0.300	0.400	0.450
11,000	0.300	0.400	0.450
12,000	0.300	0.400	0.450
13,000	0.300	0.400	0.450
14,000	0.300	0.400	0.450
15,000	0.300	0.400	0.450
16,000	0.296	0.396	0.444
17,000	0.292	0.392	0.438
18,000	0.288	0.388	0.432
19,000	0.284	0.384	0.426
20,000	0.280	0.380	0.420
21,000	0.276	0.376	0.414

22,000	0.272	0.372	0.408
23,000	0.268	0.368	0.402
24,000	0.264	0.364	0.396
25,000	0.260	0.360	0.390
26,000	0.256	0.356	0.384
27,000	0.252	0.352	0.378
28,000	0.248	0.348	0.372
29,000	0.244	0.344	0.366
30,000	0.240	0.340	0.360
31,000	0.236	0.336	0.354
32,000	0.232	0.332	0.348
33,000	0.228	0.328	0.342
34,000	0.224	0.324	0.336
35,000	0.220	0.320	0.330
36,000	0.216	0.316	0.324
37,000	0.212	0.312	0.318
38,000	0.208	0.308	0.312
39,000	0.204	0.304	0.306
40,000 +	0.200	0.300	0.300

(Ord. No. 2-90-1445, 1-2-90; Ord. No. 2-92-1497, 1-7-92; Ord. No. 13-93-1541, § 1, 9-17-93; Ord. No. 23-94-1573, § 1, 12-20-94; Ord. No. 8-95-1581, § 3, 6-6-95; Ord. No. 1-96-1601, § 1, 1-16-96; Ord. No. 8-97-1629, § 1, 4-1-97; Ord. No. 17-03-1801A, § 1, 9-2-03; Ord. No. 27-07-1928, § 2, 9-4-07; Ord. No. 04-10-2029, § 1, 2-2-10; Ord. No. 34-10-2059, § 3, 10-5-10; Ord. No. 35-10-2060, § 1, 10-5-10; Ord. No. 23-16-2256, § 1, 9-20-16)

20-3.6 - Supplemental regulations.

(A) *Height Limit Exceptions.* Height limits established in Section 20-3.5 of this Code shall not apply to:

- (1) Chimneys;
- (2) Church spires;
- (3) Cooling towers;
- (4) Elevator penthouses;
- (5) Flag poles;
- (6) Monuments;
- (7) Ornamental towers and spires;
- (8) Radio and television towers of less than one hundred twenty-five (125) feet in height; or
- (9) Water tanks and towers.

(B) *Yard Encroachments.*

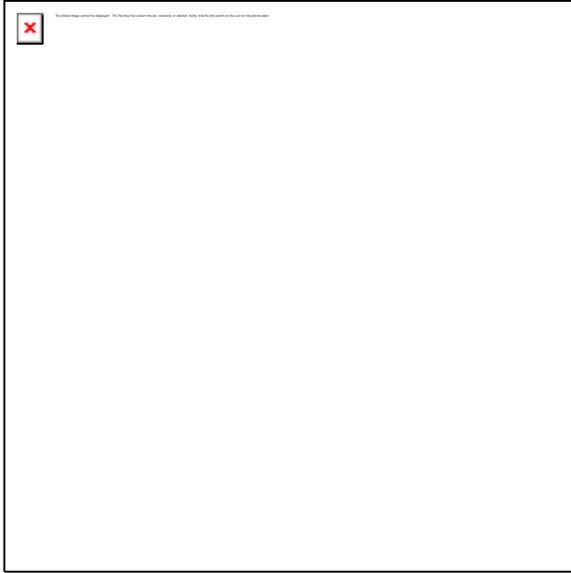
- (1) Every part of a required yard shall be open to the sky, except as otherwise permitted in this Code.
- (2) No part of a yard setback required for any principal building shall be included as part of a required yard setback for another principal building.
- (3) Ordinary projections of sills, belt courses, roof overhangs, window air-conditioning units, chimneys, cornices, cantilevers and ornamental features may project up to thirty-six (36) inches into required yard setback areas.
- (4) Movable awnings may be placed over doors and windows in any required yard setback area, but such awning shall not project closer than two (2) feet from any lot line or be vertically supported.
- (5) Canopies may extend from the main entrance of a principal building to the street line in multi-family or nonresidential districts provided that they:
 - (a) Do not extend beyond eighteen (18) inches from any curb line,
 - (b) Do not exceed fifteen (15) feet in width or twelve (12) feet in height,
 - (c) Are not screened or enclosed in any manner, and
 - (d) Provide a minimum unobstructed, clear space of seven and one-half (7.5) feet between grade and bottom of valance.
- (6) Service station pumps.
 - (a) Service station pumps and pump islands, with or without roof structures and not attached to a principal building, may occupy required yards.
 - (b) Pumps, pump islands and roof structures shall not be located less than fifteen (15) feet from public right-of-way lines.
- (7) Concrete slabs. Concrete slabs, A/C equipment and/or wood decks may project into required setbacks and extend up to five (5) feet from property lines. There shall be no obstructions above forty-two (42) inches in height.

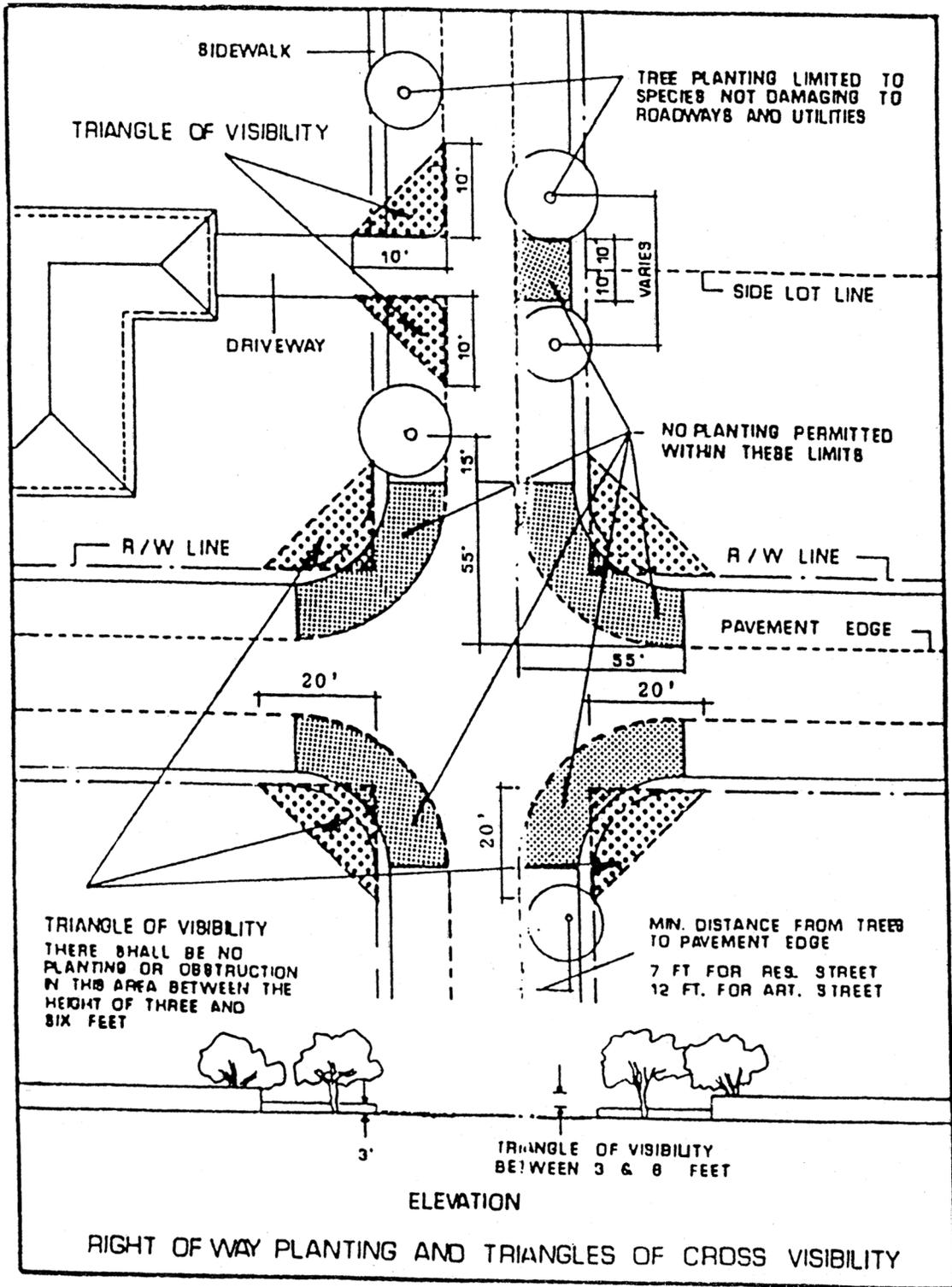
(C) *Building Coverage.*

- (1) In computing permissible building coverage, lot area shall be divided into the following:
 - (a) Total building area on the ground floor, including all porches, steps and balconies; and
 - (b) Total building area of accessory buildings or other structures on the property;

- (2) The resulting number shall be multiplied by one hundred (100) to yield lot coverage as a percentage and divided into the net lot area.
- (D) *Impervious Coverage.* The maximum amount of total site area which may be covered by all uses requiring impervious ground cover shall not exceed that amount set forth in the Dimensional Requirements tables in Section 20-3.5 and include, but not be limited to, structures, streets, alleys, driveways, pedestrian ways, parking areas, tennis courts, patios and swimming pools.
- (E) *Multiple Buildings on Single Lot.*
- (1) In the event that a lot is to be used for either multi-family residential, institutional, hotel or motel purposes, more than one (1) building may be located on the lot, provided that such buildings are located not less than fifteen (15) feet from one another and conform to all required yard setbacks set forth in Section 20-3.5.
 - (2) In the event that a lot is to be used for nonresidential purposes, more than one (1) building may be located on a lot, provided that such buildings conform to all required yard setbacks set forth in Section 20-3.5.
- (F) *Roadway Dedications, Improvements and Setbacks.*
- (1) Public road rights-of-way shall be dedicated and paved to the minimum widths set forth in the city's adopted Transportation Element or as follows, whichever is greater:
 - (a) One hundred (100) feet for: Bird Road (SW 40 Street), Miller Road (SW 56 Street) and Sunset Drive (SW 57 Avenue).
 - (b) Eighty (80) feet for Kendall Drive (SW 88 Street).
 - (c) Twenty-five (25) feet for Progress Road (from SW 70 Street to SW 68 Street).
 - (d) Seventy (70) feet for section and half section line roads.
 - (e) Fifty (50) feet for all other roads, unless required otherwise herein.
 - (f) Thirty-five (35) feet for all private roadways.
 - (g) Twenty (20) feet for all alleys.
 - (2) All dedicated public roadways shall be improved by the abutting property owner to the specifications of the city or county.
 - (3) No structures, other than utility poles, shall be located nearer to the centerline of an abutting roadway than a distance equal to one-half of the official right-of-way width plus the minimum required yard setback.
 - (4) In determining which streets are the frontage and side streets, the Director of the Planning and Zoning Department shall be guided by the existing development pattern.
 - (5) Required yard setback distances shall be measured from the official right-of-way line, regardless of whether such rights-of-way have been dedicated.
- (G) *Triangles of Visibility.*
- (1) On any corner lot in a residential district, nothing shall be erected, located, planted or allowed to grow and no vehicle shall be parked which materially impedes vision between a height of three (3) feet and six (6) feet within the area bounded by the two intersecting street rights-of-way lines and a diagonal line drawn joining said rights-of-way lines twenty (20) feet from their point of intersection.
 - (2) At the intersection of any alley or driveway and a street in any residential district, nothing shall be erected, located, planted or allowed to grow and no vehicle shall be parked which materially impedes vision between a height of three (3) feet and six (6) feet within the area bounded by the street or alley right-of-way lines or a line drawn along the interior pavement edge of the driveway and a diagonal line joining said lines ten (10) feet from their point of intersection.

- (3) Subject to subsections (1) and (2) above, fences, walls and vegetation may be permitted in any required yard setback area, or along the edge of any yard, provided the fence, wall or vegetation does not materially impede vision between vehicular or pedestrian traffic.
- (4) In any required yard setback area, nothing permanent over three (3) feet high may be installed which materially impedes vision between vehicular or pedestrian traffic.





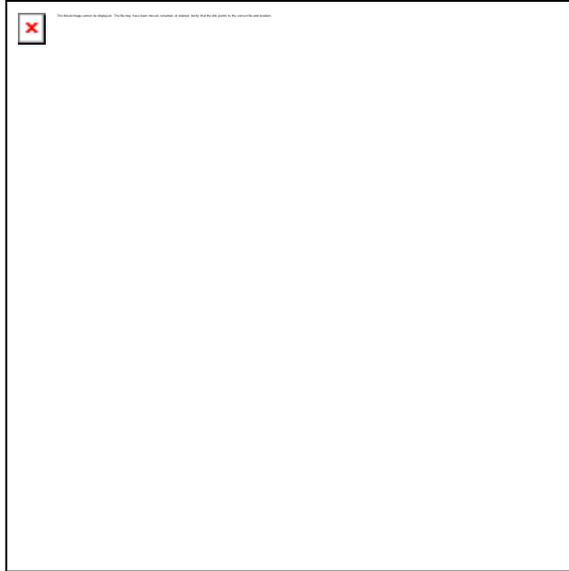
(H) *Physical Barriers.*

- (1) All fences, walls, trellises and hedges may be erected on or along a property line, but shall not extend into official public rights-of-way or project on or over adjacent properties.

(2) Height limit.

Residential:

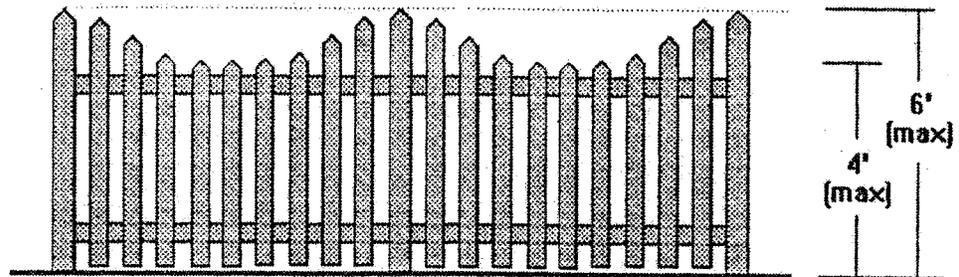
- (a) Chain link fences will not be permitted on required yards adjacent to a right-of-way.
- (b) In all yards, fences, walls, and trellises (excluding arbors) shall not exceed six (6) feet in height above grade, unless further restricted as provided in (c) below.
- (c) In the setback areas adjacent to a right-of-way, and along that portion of a rear setback area that is adjacent to the front yard of an adjoining property, fences, walls, trellises, gates and hedges shall not exceed four (4) feet in height above grade with the following exceptions:
 - (i) Wooden fences exceeding four (4) feet in height adjacent to a right-of-way in required front setback areas shall provide for a minimum of sixty (60) percent open area for all portions between four (4) and six (6) feet in height above grade. The graphic "Wooden Fence Types" includes an example of both an unacceptable and acceptable prototype.



Wooden Fence Types

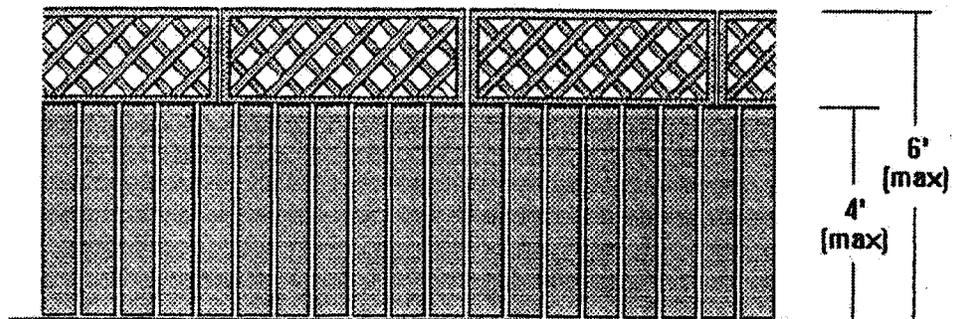
ACCEPTABLE:

Sine wave pattern yields more than 60 percent open area

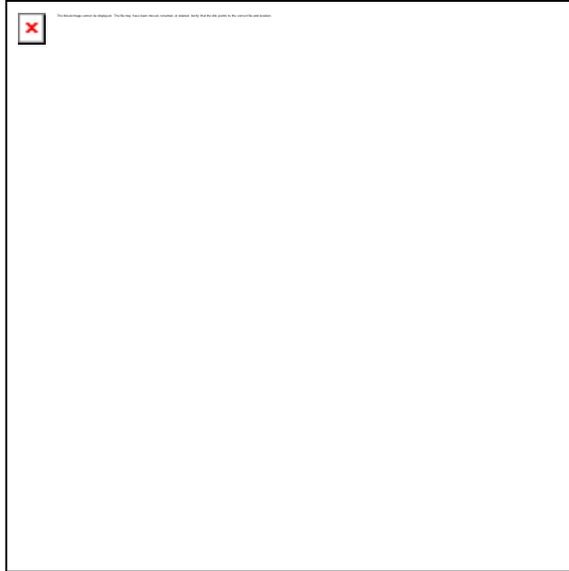


UNACCEPTABLE:

Pre-fabricated lattice yields less than 60 percent open area



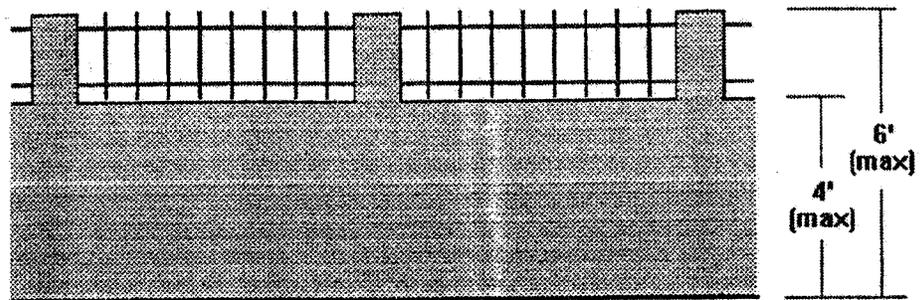
- (ii) Masonry wall exceeding four (4) feet in height adjacent to a right-of-way in required front setback areas shall provide a minimum of sixty (60) percent open area for all portions between four (4) and six (6) feet in height above grade. No portion of any solid masonry wall above four (4) feet in height above grade along rights-of-way shall exceed sixteen (16) inches in width. This is to provide for vertical support (per section 20-3.6(H)(2)(c)) of screening material. The remaining balance of open area may be screened by metal work, lattice or any other non-masonry screening material. A minimum of sixty (60) percent open area shall be maintained. The graphic "Masonry Wall Types" includes an example of both an unacceptable and acceptable prototype.



Masonry Wall Types

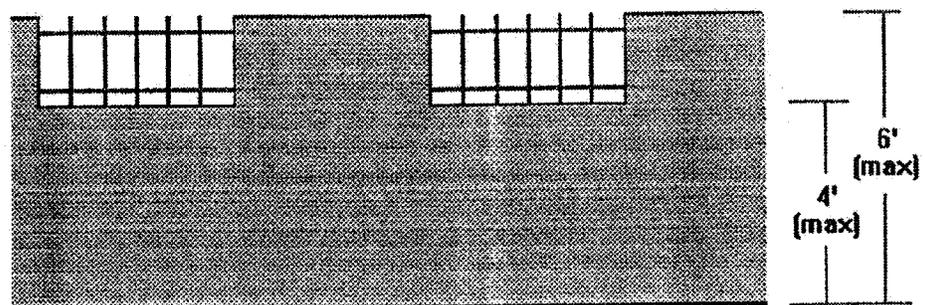
ACCEPTABLE:

Vertical supports (columns) do not exceed 14 inches in width



UNACCEPTABLE:

Vertical supports exceed 14 inches in width



- (iii) Gates may be increased by three (3) feet above grade provided that the upper three (3) feet of the gate between vertical supports is designed as a uniform pattern with a minimum of sixty (60) percent open area.
- [(iv)] Trellises cannot exceed four (4) feet in height along rights-of-way. Freestanding trellises not located along property lines and not installed to create a physical barrier may extend up to six (6) feet in height above grade in any required yard. Tree species included in the Official Tree List of the City of South Miami shall not be considered as physical barriers.
- [(v)] Vines, as defined under Section 20-2.3 may be permitted on any physical barrier. There is no height limitation for vines and hedges, but they must be maintained and trimmed regularly. All hedges and vines located along property lines abutting a right-of-way, must be in conformity with the triangle of visibility regulations as set forth in Section 20-3.6(G).
- [(vi)] Light fixtures are permitted to extend up to sixteen (16) inches above the maximum height for permitted physical barriers on single-family residential properties.

Non-residential:

- (d) Fences, walls, trellises or hedges on property zoned for non-residential uses shall not exceed eight (8) feet in height above grade.
- (3) Prohibited features. Fences constructed wholly or partially of barbed wire are prohibited, except fences or walls exceeding six (6) feet which have a maximum top extension of sixteen (16) inches bearing a maximum of three (3) strands of barbed wire. Use of electrically charged fences shall not be permitted in any district.
- (l) *Accessory Structures or Uses.*
 - (1) No accessory structure shall be constructed upon a lot until construction of the principal structure or use has commenced.
 - (2) No accessory structure shall be used unless the principal structure on the lot is also being used.
 - (3) No accessory structures or uses shall be located within any required yard setback area, except as permitted in subsection (4) below.
 - (4) Accessory structures or uses may be located in a required rear yard, provided such structures or uses do not occupy more than thirty (30) percent of required setback areas and provided further that such accessory buildings do not exceed one (1) story or twelve (12) feet in height above grade.
 - (5) Accessory structures or uses shall be located not less than five (5) feet from any rear or side lot line. No accessory structures or uses shall be located in the required setbacks that are adjacent to a street right-of-way line; nor shall any accessory structures be located less than five (5) feet from any rear lot line.
 - (6) Canvas tents and cabanas, used for temporary shelter and not containing cooking facilities, shall be subject to the accessory structure regulations.
 - (a) *Temporary structures.*
 - (1) The building official is authorized to issue a permit for temporary structures and uses that are not constructed within the public right-of-way. Permits shall be limited as to time of service, but shall not be permitted for more than one hundred and eighty (180) days. The building official is authorized to grant extensions for demonstrated cause.

- (2) Temporary structures shall be subject to the location requirements for accessory structures. The city manager or designee may authorize an alternate location of said structure for demonstrated cause.

(J) *Swimming Pools.*

- (1) Swimming pools which are open and unenclosed, or covered by a screen enclosure or a screen enclosure not covering a swimming pool, may occupy a required rear or side yard, subject to the following conditions:
 - (a) Minimum front setbacks shall be at the front building line.
 - (b) Minimum side setbacks shall be ten (10) feet from each side lot line.
 - (c) Minimum rear setbacks shall be ten (10) feet from rear lot lines.
 - (d) A walk space at least eighteen (18) inches in width shall be provided between pool walls and fences or screen enclosure walls.
 - (e) All setback distances shall be measured from the waters edge.
- (2) Pool enclosures.
 - (a) Unless a pool is entirely screened in, it shall be surrounded by a protective wall or fence of at least four (4) feet in height.
 - (b) Chain link fencing shall be at least eleven (11) gauge, with a maximum distance between wires of two (2) inches.
 - (c) Any enclosure, other than standard chain link fencing, shall be shown in complete detail on plans submitted for a building permit.
 - (d) Such detail shall include the spacing between the vertical and horizontal wires, spacing and slope of louvers, spacing of posts and such other details as may be required by the city.
- (3) Gates and latches.
 - (a) Fence and wall gates must close automatically by spring hinges and must be provided with a positive stop at the closed position.
 - (b) The direction for swing of such gates shall be away from the pool during gate opening.
 - (c) Fence and wall gates shall have an automatic latch located so that it is not accessible from the outside by pre-school age children.
 - (d) Automatic latches shall be as required by the Florida Building Code.
 - (e) All gates or latches shall be constructed to provide for their use in conjunction with use of a padlock.
 - (f) A padlock shall be in place before final inspection or approval will be given for the pool enclosure.
- (4) Screen enclosures.
 - (a) Screen enclosures shall be of a type approved by the building and zoning department.
 - (b) Screen enclosure doors shall automatically close and lock by hydraulic closers or an approved equivalent.
 - (c) Enclosure door knobs shall not be located less than five (5) feet, six (6) inches above grade.
 - (d) Automatic closing and locking devices on screened doors, fences or gates shall be properly adjusted.
 - (e) Gates and doors shall swing shut freely and lock from any position.

(f) Minimum for screen enclosures shall be:

	RT-6	All Other districts
front	25 feet	*
rear	10 feet	10 feet
side, interior	0 feet	7.5 feet
side, street	15 feet	*

* setbacks required are set forth in sections 20-3.5 E, 20-3.5 F, and 20-3.5 G.

(g) Screen enclosures shall not be included in the computation of the total building area or required pervious area; cement slabs within a screen enclosure are included in the computation of required pervious area.

(5) Portable pools.

(a) Portable pools, four (4) feet or less above grade, are not subject to the enclosure requirements in this section.

(b) Any steps or ladders leading up to such a pool shall be properly enclosed with fence and gate conforming to the requirements of this section.

(K) *Whirlpool Spas.*

(1) Open, enclosed or screen enclosures covering whirlpool spas may occupy required rear or side yards, subject to the requirements of this section.

(2) Impervious coverage shall be as per Section 20-3.5.

(3) Minimum front setback shall be at the rear of the front building line.

(4) Minimum side setbacks shall be five (5) feet each and minimum rear setbacks shall be twelve and one-half (12.5) feet.

(5) In instances where a screen enclosure or wall serves as a structural part of the spa, the side setback shall be not less than five (5) feet and the rear setback shall be not less than ten (10) feet from the lot line.

(6) Spas shall be subject to the protective enclosure requirements applicable to swimming pools.

(L) *Boats and Trailers.*

(1) Accessory storage of boats, other than those generally accepted to be of a rowing or paddling type, shall be permitted only on a trailer.

(2) Storage of camp trailers shall not be permitted in required front yard setback areas.

(M) *Tennis Courts.*

(1) Minimum front yard setbacks for tennis courts shall be at the rear of the front building line.

(2) Minimum rear and side yard setbacks for tennis courts shall not be less than fifteen (15) feet each.

- (3) Courts shall be completely enclosed by a chain link fence of at between ten (10) and twelve (12) feet in height.
- (4) Court lighting is prohibited in RS districts or on lots adjacent thereto.

(N) *Canopy Carports.*

- (1) New canopy carports shall be approved by the board and may be constructed as accessory structures in the front yard setback in residential districts, provided that they:
 - (a) Shall not exceed ten (10) feet in height measured from grade to the uppermost point of the carport cover.
 - (b) Shall not exceed twenty (20) feet in either length or width.
 - (c) Shall be located at least five (5) feet from the front property line and seven and one-half (7.5) feet from any side property line, except where existing lot widths are fifty (50) feet or less, in which case no side setback requirement shall apply, provided written consent of the adjacent property owner is furnished to the city.
 - (d) Shall have all four (4) sides left open if the structure is freestanding and three (3) sides open if attached to a principal building.
 - (e) Shall have a flexible, weather-proof, canvas or canvas-like cover which shall be maintained in good condition and free from holes, tears and fading.
 - (f) Shall, if it becomes deteriorated, be restored to its original condition or replaced with a new cover by its owner which complies with the requirements of this section.
 - (g) Shall not remain coverless or have a deteriorated cover for more than fifteen (15) calendar days following notification by the city that the cover condition is in violation of this section.
- (2) Canopy carports existing prior to or on the effective date of this Code and located in front yard setback areas in residential districts shall be deemed conforming accessory structures, provided that they:
 - (a) Shall have a permit from the Building and Zoning Department.
 - (b) Shall comply with all applicable maintenance requirements for new carports.
 - (c) Shall be used solely for the storage of operable vehicles or boats.
 - (d) Shall have all four (4) sides left open if the structure is freestanding and three (3) sides open, if attached to a principal building.

(O) *RO Restrictions.*

- (1) In addition to all other requirements, a continuous visual buffer shall be provided whenever an RO use abuts or faces directly (within fifty (50) feet) a property zoned for single-family residential purposes. To accomplish this, the normally required perimeter landscaped buffer shall be increased from five (5) to eight (8) feet in width and trees from Table 20-3.6(O)(5) shall be planted according to the spacing listed. These trees shall be a minimum of ten (10) to twelve (12) feet tall immediately after planting.
- (2) No structure shall be constructed or altered to produce a store front, display window, or any other feature that would detract from residential character except that, in areas where RO zoned property abuts the MetroRail right-of-way, it shall be left to the discretion of the **environmental review and preservation board** as to whether strict compliance shall be necessary on that side abutting the MetroRail right-of-way, providing that all other sides are residential in character.
- (3) A decorative wall or fence of masonry, reinforced concrete, precast concrete, chain link, wood, or other like material that will be compatible with the main structure, five (5) feet in height shall be erected along all interior property lines, including the rear property line; provided, however, that in the event that the rear property line abuts a secondary road, said wall shall be set in ten (10) feet from the official right-of-way of the secondary road, and said ten (10) feet shall be

landscaped; provided, further, in the event that the interior side property line abuts the same or more liberal zoning district, the requirement for the wall along said common interior property line shall not apply. Walls within or extending into the required twenty-five-foot front setback area shall be no more than four (4) feet in height. Further, individual buildings shall not be connected by fences, walls, breezeways or any other structures which make the building appear to have a single facade more than eighty (80) feet in width, provided that buildings may be connected by a breezeway at the first level only of no more than eight (8) feet in width.

- (4) No accessory buildings, or storage of supplies, heavy equipment, or large vehicles shall be permitted anywhere on the lot. In addition, air conditioning equipment may not be placed in the required front setback area.
- (5) Table 20-3.6 (O)(5).

Tree Species and Required Spacing for Continuous Visual Buffer*

	Required Spacing
Aralia (<i>Polyscias balforiana</i>)	3'
Beauty Leaf (<i>Callophyllum antillianum</i>)	10'
Buttonwood (<i>Conocarpus erectus</i>)	5'
Carrotwood (<i>Cupaniopsis</i> spp.)	10'
Madagascar Olive (<i>Noronhia emarginata</i>)	10'
Pink Trumpet Tree (<i>Tabebuia pallida</i>)	10'
Spicewood (<i>Calypttranthes pallen</i>)	10'
Vitex (<i>Vitex gnus castus</i>)	10'
Wax Myrtle (<i>Myrica cerifera</i>)	10'
Yew (<i>Podocarpus</i> spp.)	10'

* Or substitute to be approved by the **Environmental Review and Preservation Board**.

* Or substitution to be made from Commission approved tree list submitted by the Tree Committee.

(P) *Home Occupations.*

- (1) Home occupations shall be permitted in an occupied residential unit provided they comply with the following:
 - (a) Occupational activities at the residential unit shall be clearly incidental and subordinate to the residential activities.
 - (b) All employees working at the residential unit shall all reside and occupy the residential unit as their primary residence.
 - (c) No goods for resale or services shall be dispensed directly on the site.
 - (d) No goods shall be displayed for sale or as samples on the site.
 - (e) No customers shall be serviced in person on the site in any way nor shall the occupation be conducted in any way which would necessitate customers visiting the site.
 - (f) All goods, material and/or equipment, other than motor vehicles, which are used off the site shall not be stored on the site.
 - (g) No signs relating to the home occupation or any business shall be located on the site.
 - (h) There shall be no change in the outside residential character of the building or premises, including swale area, as a result of the conduct of such home occupation.
 - (i) There shall be no increase in traffic at the site as a result of the occupation.
 - (j) There shall be no increased demand on city services at the site as a result of the occupation.
 - (2) Home occupations which do not conform to all of the above standards shall be prohibited.
 - (3) Permission to have a home occupation shall require the submission of a home occupation license application to the Building Department. The application must be accompanied by:
 - (a) If the applicant for a home occupation does not own the property on which the business will be operated, a notarized statement of authorization to conduct the business on the premises from the property owner must be submitted along with the application form before a license is issued.
 - (b) A sworn affidavit on a form prepared by the City, which form confirms that the home occupation will conform to all of the standards contained herein and agreeing that the City, upon probable cause to believe that there is a violation of one or more of the standards so stated, may inspect the property to determine if there is a violation. Failure to allow an inspection will result in the automatic cancellation of the certificate of use and occupational license. Failure to correct code violations, after notice, will also result in the cancellation of the certificate of use and occupational license.
 - (4) An occupational license and annual certificate of use shall be obtained for any home occupation.
- (Q) *Screening and Soundproofing of Exterior Heating, Ventilating, Air Conditioning Equipment, and Other Mechanical Equipment.*
- (1) Air-cooled condensing and/or compressor equipment, water cooling towers, and any other similar mechanical or service equipment or apparatus installed or replaced on the roof of any building erected shall be screened from view by a parapet wall or such other screening device as shall be approved by the **environmental review and preservation board**. Such screening shall be constructed so as to conceal the equipment visible in elevation. The requirement of approval by the **environmental review and preservation board** shall not apply to replacement equipment if existing screening is in place and found sufficient by the Planning Director.
 - (2) Air-cooled condensing (excluding window and wall units), and/or compressor equipment, water cooling towers, liquid propane gas tanks, irrigation pumps, pool equipment, and any other similar mechanical or service equipment or apparatus installed or replaced on the ground or on

a building (other than on its roof) shall be screened from view, at ground level outside the subject property, by the use of landscaping or such other screening device as shall be approved by the **environmental review and preservation board**. The requirement of approval by the **environmental review and preservation board** shall not apply to replacement equipment if existing screening is in place and found sufficient by the Planning Director.

- (3) It shall be unlawful to operate mechanical equipment including air-cooled condensing, and/or compressor equipment, and any other noise producing equipment in an all residential, institutional, commercial and industrial zoned property, when such equipment emits noise which exceeds the following noise levels, measured at the receiving property line nearest to the source; such sound levels shall be measured by City of South Miami staff or other representatives designated by the City Manager with a sound level meter manufactured according to standards prescribed by the American National Standards Institute:

Maximum Permitted Sound Level in Decibels dBA

Receiving Land Use	At Property Line or Beyond Between 10:00 PM—7:00 AM	At Property Line or Beyond Between 7:00 AM—10:00 PM
Single-family	55 dBA	60 dBA
Multifamily, Institutional, Parks and Noise - Sensitive Zones (Hospitals, Schools, Nursing Homes, Church, Court or Public Library)	60 dBA	65 dBA
Retail Commercial (Offices, Retail, Restaurants and Movies)	65 dBA	65 dBA
Wholesale Commercial and Industrial	70 dBA	75 dBA

- (4) The above sound levels shall be applicable to existing, replacement or new mechanical equipment including air-cooled condensing and/or compressor equipment, mechanical equipment, and any other noise producing equipment.
- (5) The city's existing commercial buildings shall meet the requirements of this subsection and mitigate excessive noise levels upon the issuance of a notice of violation by the City of South Miami Code Enforcement Office.
- (6) Sound proofing shall be effective for the life of the equipment. If sound proofing device/equipment is determined not to be adequate, the owner shall be required to mitigate or replace the equipment and/or sound proofing material as necessary to reach acceptable sound levels.
- (7) Soundproofing for larger equipment serving commercial buildings shall consist of at a minimum a barricade or complete ventilated enclosure lined on the inside with a sound blocking (including landscaping) and sound absorbent material, in order to reduce sound to an acceptable level.

- (8) Installation of any fixed barricades or enclosures must be installed with applicable permits.
 - (9) Measurement of sound levels at a specific location shall be the average of three (3) readings each taken for a period of thirty (30) seconds during the day or night hours when subject equipment is in continuous operation.
 - (10) These regulations shall not apply to generators or other equipment used during a declared state of emergency or during intermittent power outages; this exemption to maximum sound levels shall end when electric power is restored.
- (R) *Screening and Landscaping of Refuse Enclosures and Containers for the Storage of Refuse in Commercial and Multifamily Residential Zoning Districts.* When plans for new commercial or multifamily residential construction, or plans for an addition to an existing commercial or multifamily residential structure and plans for the renovation of an existing commercial or multifamily residential structure, where the cumulative cost of the addition or renovation exceeds fifty (50) percent of the assessed value of the existing commercial or multifamily residential structure, are submitted, then all such plans shall make provisions for a refuse enclosure and containers for storage of refuse, in accordance with the following provisions:
- (1) The refuse enclosure shall be located in the required rear setback area or required side setback area of the property.
 - (2) The refuse enclosure shall be placed at least five (5) feet from any property line, but not within any triangle of visibility or utility easement.
 - (3) The refuse enclosure shall be located such that garbage or trash trucks will not block the intersections of streets or alleys while servicing containers.
 - (4) The refuse enclosure shall consist of:
 - (a) A concrete pad or impervious pavers as a base which is designed to prevent seepage of any sanitizing chemical or liquid waste into the ground or into any stormwater drainage system;
 - (b) Minimum five-foot-high enclosure walls. The height of walls must be equal to or greater than the contemplated height of refuse containers; and
 - (c) An access gate which screens all refuse containers from view. The height of gates must be equal to or greater than the contemplated height of refuse containers.
 - (5) An impervious surface shall be provided between the enclosure and street or alley from which the containers will be serviced, and shall be maintained in good condition.
 - (6) Landscaping, hedges and trees shall be provided as set forth in Section 20-4.5, Landscaping requirements, in the same manner as prescribed for vehicular use areas, and shall constitute a landscape buffer of at least five (5) feet in width.
 - (7) Plans may include a refuse container room in lieu of a refuse enclosure, provided that the container room:
 - (a) Shall be located on the rear or side of the structure;
 - (b) Shall be easily accessible for servicing; and
 - (c) Shall be fully enclosed and include doors which may be secured and locked to prevent vandalism or other damage.
 - (8) Refuse container rooms and refuse enclosures shall be subject to review and approval by both the director of building, zoning and community development and the director of public works prior to permit approval.
- (S) *Accessory Storage of Recreational Vehicles.*
- (1) *Definitions.*

Recreational Vehicle (RV). Shall mean a vehicle self-propelled or capable of being towed and primarily designed, constructed or converted to provide temporary living quarters for camping or recreational travel. Recreational vehicles shall include, but not be limited to, trailers, off road vehicles, trailer coaches, camping trailers, full-tent trailers, motor homes and mini-motor homes. A boat shall not be considered a recreational vehicle as defined and regulated by this section.

(2) *Storage Regulations.*

- (a) No recreational vehicle shall be parked upon the streets or other public places of the city between the hours of 7:00 p.m. on one day and 7:00 a.m. of the next day, except as provided below.
- (b) No recreational vehicle shall be used as a place of abode or dwelling while parked within the city, either on public or private property. Exceptions to this provision may be made in the case of city approved special events, or during a city declared state of emergency.
- (c) An RV shall not be used as temporary living quarters and may be parked in the open, on sites containing a residence, subject to the following conditions:
 - (i) No more than one (1) such RV shall be parked on such site.
 - (ii) Such parking shall be limited to such RV owned or leased by the occupant-owner or occupant-lessee of the site concerned. A guest of the occupant-owner or occupant-lessee of the site concerned with the parking of such RV by guest shall be limited to a period not to exceed fourteen (14) days.
 - (iii) The location for such parked RV shall be in the rear yard or in the side yard to the rear of a line established by the front setback line and to the rear setback line wherever possible, but in no event in front of such front setback line. Such RV may be located in the side setback provided that a six-foot high wall, fence or landscaping is installed along the area adjacent to the parked RV and shall be set back from the rear property line at least ten (10) feet.
 - (iv) The RV parking area shall be maintained in a clean, neat and presentable manner.
 - (v) The RV shall be in a usable condition at all times and shall, at all times, have attached a current vehicle registration license plate.
 - (vi) No major repairs or overhaul work on such RV shall be made or performed on the site, (or any other work performed thereon which would constitute a nuisance under existing ordinances).
 - (vii) When parked on the site, such RV shall not be used for living or sleeping quarters, or for housekeeping or storage purposes and shall not have attached thereto any service connections lines, except as may periodically be required to maintain the RV and appliances.
 - (viii) Such RV shall not exceed the maximum length, width, height and weight permitted under applicable provisions of the motor vehicle laws of the State of Florida; provided, however, the maximum length shall not exceed forty (40) feet and the maximum height shall not exceed fifteen (15) feet.
 - (ix) Such RV shall be secured so that it will not be a hazard or menace during high winds or hurricane.
- (d) A recreational vehicle may not be used as a commercial vehicle as defined by this Code or the City Code.

(T) *General Requirements and Standards for Permanent Generators in Residential Zone Districts.*

- (a) *Intent and Purpose.* The intent and purpose of this section is to regulate the use and installation of permanent generators in residential zone districts using standards listed herein.
- (b) *Definitions.* For purposes of this section, the following definitions shall apply:

Decibel— A logarithmic measure of sound. Pertaining to generators, the required decibel level of the generator shall be listed in the generator manual or be measured by a sound engineer or other qualified individual as approved by the Building Department.

Decibel measurement— Decibels shall be measured according to industry standards by a qualified individual at the abutting property line.

Externally-filled generator— A permanent generator which receives fuel from an external source, thus needing to be manually refueled in order to work properly. This is accomplished through pouring fuel into an intake area (e.g. gasoline) or connecting containers of fuel to an intake valve (e.g. propane).

Internally-filled generator— A permanent generator which receives fuel from an internal source. This is accomplished through a permanent connection to a fuel source, thus avoiding manual refueling (e.g. natural gas).

(c) *Submittal Requirements.*

- (1) Installation of permanent generators in two-family, townhouse, or multi-family zone districts shall be subject to all requirements set forth in this Section and shall also be required to receive approval via the Special Use process, in accordance with procedures set forth in Section 20-5.5.
- (2) Installation of permanent generators in all residential zones shall undergo the following process:
 - (1) Planning Department Submittal:
 - (a) Site plan drawings and specifications shall be submitted showing the location of the property, the placement of the generator on the property, location of all doors, windows and other openings into the dwelling and each distance from the generator, measurements and placement of exhaust of the generator, setback from abutting property(ies), and screening type, size, and measurements.
 - (b) A copy of the generator's use manual, listing specifications for the generator.
 - (c) Any other information as deemed necessary by the Planning Department.
 - (2) *Building Department Application*— Upon sit plan and screening approval by the Planning Department, an application and submittal process to the Building Department shall have the following requirements:
 - (a) Enumerated list of each electrical device that will be input into the generator, the required amount of voltage needed to power the electrical device, and calculations showing the output of the generator is not exceeded by the input of electrical devices.
 - (b) Proof of purchase of an indoor, battery-powered carbon monoxide detector.
 - (c) Signed affidavit by a licensed electrician stating the installation will follow the requirements of this ordinance, any other applicable city ordinances, the National Electric Code, the Florida Building Code, and any other requirement of law having jurisdiction over the process listed herein.
 - (d) Approved Planning Department information listed in (C)(1) of this ordinance.
 - (e) Any other information as deemed necessary by the Building Department.
- (3) If the generator is an externally fuel filled generator, then the applicant shall submit the following to the Planning Department and the Building Department:
 - (a) Description and specifications of the type of containers that will be used to store the fuel.
 - (b) The area at the dwelling where the fuel will be stored.

- (c) Fuel containers shall be kept outside pursuant to the "South Florida Fire Prevention Code", Chapter 14—Article III of the Miami-Dade County Code of Ordinances and shall be held in an approved area and properly screened.
- (d) *Criteria.*
 - (1) *Location.* Permanent generators shall only be permitted on improved property with a principal structure and installed behind the front facade of the structure.
 - (2) *Setbacks.* The generator shall be installed a minimum of 12.5 feet from the side and rear property lines.
 - (3) *Noise.* The maximum noise output from the generator cannot exceed 65dB (decibels) at the minimum setback.
 - (4) *Emissions.*
 - (a) Generator shall be located at a minimum distance away from any window, door, or other opening into the dwelling as set forth in the Florida Building Code.
 - (b) Generator's exhaust shall be located at a minimum distance away from any window, door, or opening into the dwelling as set forth in the Florida building Code, and a minimum of fifteen (15) feet from any window, door, or opening of adjacent properties.
 - (c) A battery-powered carbon monoxide detector shall be purchased and placed at the nearest window, door, or opening into the dwelling.
 - (d) The United State Environmental Protection Agency (EPA) and the California EPA Air Resources board test and certify small engines for minimal emissions:
 - (i) If the proposed generator is EPA or CARB certified, the generator shall be deemed to meet safe emissions standards.
 - (ii) If the generator is not EPA or CARB certified, the Building Department shall make a determination if the generator submitted by the applicant will result in emissions performance which are equivalent to the above standards.
 - (5) *Electrical requirements, generally:*
 - (a) Electrical permit for the installation of the generator shall be obtained by the licensed electrician or the electrician's agent.
 - (b) The input of electrical devices into the generator shall not exceed the output of the generator.
 - (c) Any change in electrical inputs into the generator shall receive prior approval from the Building Department and shall be performed by a licensed electrician. Applicant shall resubmit all necessary items listed in Section (C) herein.
 - (d) the generator shall be certified by the Underwriters Laboratory (UL) for electrical safety.
 - (6) *Gas Supply, internally:*
 - (a) An internal gas supply into a generator shall be installed by an appropriate licensed professional and the professional shall obtain all proper and necessary permits.
 - (b) All specifications and information concerning an internal gas feed shall be submitted with all other necessary information required.
 - (7) *Gas Supply, externally:*
 - (a) In order to assure safety from fumes, spillage, and other safety precautions, the Building Department shall examine and have the power to approve:
 - (i) Type of fuel;

- (ii) Fuel storage containers; and,
 - (iii) Outdoor fuel holding area.
 - (b) The Planning Department will examine site plans for an outside fuel storage area and appropriate screening.
 - (c) The applicant shall submit all information required under (D)(2)9(g) of this ordinance.
 - (e) *Usage.* The use of permanent generators shall be permitted only during the following:
 - (1) General power outage.
 - (a) Shut off immediately after utilities are restored.
 - (2) Testing.
 - (a) Shall be as set forth in the manufacturer's specification for the installed unit.
 - (b) Only during the period 9:00 a.m. to 5:00 p.m.
 - (c) Testing shall not exceed thirty (30) minutes.
 - (f) *Fees.*
 - (1) A fifty dollar (\$50.00) fee shall be paid to the Planning Department as part of the site plan inspection.
 - (2) Additional fees shall be established pursuant to Ordinance No. 15-04-1822, as amended, "Processing Fee Schedule", of the City of South Miami.
 - (3) If the generator is externally filled, or does not meet emissions certifications standards, the Planning Department or Building Department may have to assess additional fees to the applicant for research into whether or not the generator meets safe emissions standards.
 - (g) *Final Inspection.*
 - (1) Applicant shall setup a final site plan inspection with the Planning Department within seven (7) days of final installation and screening of permanent generator and outdoor fuel storage area, where applicable.
 - (2) No later than six (6) months following the approval for a permanent generator, the applicant shall schedule a final inspection with the Department for verification and acceptance of the final work authorized.
 - (3) Failure to meet final inspection deadlines shall:
 - (a) Prohibit the installation and use of the permanent generator, and
 - (b) Cancel the application process and force applicant to reapply to the Planning Department and Building Department and pay all appropriate fees, or
 - (c) Force the applicant to immediately remove the generator from the property with notice, if there is no compliance.
- (U) *Outdoor Lighting Spillage.*
- (A) *Purpose and Intent.* It is the purpose of this section to establish a minimum standard for the provision and use of outdoor lighting on public and private property and in residential areas in order to assure night-time safety and security for private property while at the same time protecting adjacent properties from intrusive light conditions.
- All outdoor lighting fixtures installed on private and public property after the effective date of this ordinance shall comply with this ordinance. This ordinance does not apply to interior lighting. However, overly bright inside light emitted outdoors from any structure will be subject to control by this ordinance if it is determined by the code administrator that it creates a nuisance glare or a disabling glare as defined by this ordinance.

(B) *General Requirements.*

- (1) All outdoor lighting affecting residential zoned districts, (RS, RT, RM, PUD-R) shall be designed so that any overspill of lighting onto other properties shall not exceed one-half ($\frac{1}{2}$) foot candle (vertical) and one-half ($\frac{1}{2}$) foot candle (horizontal) illumination on other properties. However, any special requirements concerning lighting for the categories listed below shall take precedence.
 - (a) Lighting specified or identified in a specific use permit.
 - (b) Lighting required by federal state, or county law.
- (2) For residential properties, including multiple residential properties not having common areas, all outdoor lighting must be shielded and shall not exceed one thousand two hundred sixty (1,260) lumens.
- (3) Light trespassing onto residential property is prohibited except for lights associated with street, roadway or public safety lighting.
- (4) External illumination of displays, buildings and architectural features shall be performed with a luminaire or luminaries with a total rating, of all luminaries combined, of not more than two thousand (2,000) initial lumens. Lighting shall be specifically targeted at particular architectural features and shall not project beyond such features.

(C) *Measurement.*

Horizontal measurements shall be taken at a height five (5) feet above, or immediately above any barrier, at or near the property line of the affected property and the vertical measurement shall be taken at or near the property line of the affected property, or at a location on the affected property that provides the highest reading.

(D) *Definitions as used in this section.*

1. *Accent lighting* means any directional lighting which emphasizes a particular object or draws attention to a particular area.
2. *Foot candle* means a measure of luminance or light intensity received on an area of a surface that is a sphere with a one (1) foot radius, or how bright the light is one (1) foot away from the source. The foot candle is equal to one (1) lumen per square foot.
3. *Disabling glare* means lighting that impairs visibility and creates a potentially hazardous situation for any person, including pedestrians and motorists.
4. *Lamp* or *Bulb* means the light-producing source installed in the socket portion of a luminaire or fixture.
5. *Light pollution* means general sky glow caused by the scattering of artificial light in the atmosphere and resulting in decreased ability to see the natural night sky.
6. *Light trespass* means light emitted by a fixture that shines beyond the property on which the fixture is installed.
7. *Lumen* means a measurement of the total amount of visible light emitted by a source
8. *Luminaire* or *Fixture* means a complete lighting unit including the lamps or bulbs, together with the parts required to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply.
9. *Nuisance glare* means light that creates an annoyance or aggravation but does not create a potentially hazardous situation.
10. *Shielding* means that no light rays are emitted by a fixture above the horizontal plane running through the lowest point of the fixture where light is emitted.

11. *Spotlight or Floodlight* means any lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.

(E) *Requirements for Residential Landscape Lighting.*

1. Shall comply with the above requirements.
2. Shall not be aimed onto adjoining properties.

(F) *Lighting Exceptions.* It is recognized by the City that there are certain uses or circumstances not otherwise addressed in this Article. The following types of lighting shall be exempt from, and are not regulated by, this ordinance but shall be placed and directed to minimize the detrimental effects of glare on motorists, pedestrians and abutting lots:

- (a) Lighting within the public right-of-way or easement for the principle purpose of illuminating streets or roads. No exception shall apply to any lighting within the public right-of-way or easement when the purpose of the luminaire is to illuminate areas outside the public right-of-way or easement, unless regulated with a street lighting ordinance.
- (b) Lighting for public monuments or statuary.
- (c) Lighting solely for signs as regulated under Section 20-4.3, Sign Regulations.
- (d) Temporary lighting used on construction sites, where the hours during which construction is permitted is permissible under the zoning ordinance or through special provision approved by the City.
- (e) One (1) partially shielded or unshielded luminaire at the main entry, which may not exceed four hundred twenty (420) lumens.
- (f) Any other partly shielded or unshielded luminaires not exceeding four hundred twenty (420) lumens.
- (g) Low voltage landscape lighting aimed away from adjacent properties and not exceeding one thousand fifty (1,050) lumens.
- (h) Low voltage landscape lighting controlled by an automatic device that is set to turn the lights off at one (1) hour after the site is closed to the public or at a time established by the City.
- (i) Shielded directional flood lighting aimed so that direct glare is not visible from adjacent properties and not exceeding one thousand two hundred sixty (1,260) lumens.
- (j) Open flame gas lamps.
- (k) Lighting installed with a vacancy sensor, where the sensor extinguishes the lights within fifteen (15) minutes after the area is vacated.
- (l) Temporary lighting for theatrical, television, performance areas, or construction sites.
- (m) Underwater lighting in swimming pools and other water features.
- (n) Temporary lighting and seasonal lighting provided that individual lamps are less than ten (10) watts and seventy (70) lumens.
- (o) Lighting that is used only under emergency conditions.
- (p) Outdoor recreational facilities, provided that no such facility shall be illuminated after 10:30 p.m.

(V) *Commercial Activity Conducted Outside of a Building.*

- (1) No commercial activity with the exception of those uses and activities listed in Sections (3) and (4) below shall be allowed to be conducted outside of a building, unless a proper permit is issued pursuant to the regulations set forth in this section.

- (2) Private property. Outside retail merchandise display set out on private property shall be permitted subject to the following limitations and conditions;
 - (a) The outside merchandise display may only include items which are sold inside the building of the business; the business must have a valid current business tax receipt (occupational license);
 - (b) A restaurant may not have an outside display of retail merchandise;
 - (c) The outside display of retail merchandise may not be placed on any vehicular parking spaces or in any area which blocks access to or from a required vehicular parking area;
 - (d) The outside merchandise display may only occupy a maximum square footage of ten (10) percent of the gross square footage occupied by the business inside the building; the posted permit as required by subsection (j) below, shall indicate the square footage of the business inside the building and the square footage occupied by the outside display of retail merchandise. Additional parking spaces are required for all additional square footage of outdoor display;
 - (e) The outside merchandise display may only include retail merchandise that can be immediately carried away by a customer after purchase; merchandise which requires delivery to the customer or requires being carried by hand truck or similar device is prohibited from being displayed outside the business;
 - (f) The outside merchandise may only be displayed while the business is open and must be removed on or before the close of business for each calendar day;
 - (g) Retail merchandise display set out on private property must obtain a permit from the Code Enforcement Department as set forth in the City's Schedule of Fees;
 - (h) The outside display of retail merchandise permit regulations will be enforced using procedures set forth in the Code of Ordinances;
 - (i) The outside display of retail merchandise permit may be revoked by the City Manager upon finding that one (1) or more conditions of these regulations were violated, or that the outside display of retail merchandise is being operated in a manner which constitutes a public nuisance or in any way constitutes a reasonable risk of potential liability to the City;
 - (j) Any business purchasing an outside display of retail merchandise permit consents to abide by the limitations and conditions set forth in this ordinance and shall display the required permit so that it is visible on the outside of the building during any period when there is an outside display of retail merchandise; a copy of this ordinance shall be furnished to all businesses purchasing an outside display of retail merchandise permit.
- (3) Recognized outside uses. The following permitted and licensed uses are recognized as businesses which must conduct commercial business outside of a building; however, the placement of retail merchandise outside of a building by the listed businesses shall nevertheless comply with the provisions or require adherence to the requirements, limitations and conditions concerning displays of merchandise outside of a business:
 - (a) Agricultural farming activities on public property;
 - (b) Vehicle repair and detailing;
 - (c) Vehicle sales;
 - (d) Motor vehicle service stations;
 - (e) Bicycle rentals, sales, and service;
 - (f) Commercial nurseries;
 - (g) Outdoor dining/seating areas when part of a permitted and licensed restaurant.

- (4) Special events exempted. Retail sales and activities associated with special events such as, but not limited to, art fairs, art festivals, fund raising events, and special promotion programs which have received a Special Events Permit from the City shall not be required to obtain a permit for the outside display of retail merchandise as set forth in this ordinance.
 - (5) Reserved.
 - (6) Limited effective area.
 - (a) The rights and privileges granted by this ordinance are available only to properties located within the Zoning Use Districts of SR, NR and TODD-MU5.
 - (b) A business establishment may only place outdoor displays on private property.
- (W) *Solar Requirements.*
- (1) *Applicability.* All new construction of single-family residences with living area greater than one thousand one hundred (1,100) square feet, townhouses, and any multi-story residential building where a section of roof can be reasonably allocated, as determined by the Director of the Building Department or the Planning and Zoning Department, to a separately metered dwelling unit (hereinafter referred to as "qualifying multi-story residential building"), that apply for preliminary approval (or final approval if no preliminary approval was obtained) by the **Environmental Review and Preservation Board** on or after September 18, 2017 shall design and construct the roof so as to withstand the weight of all product approved roofing material with the weight of solar collectors and shall install at least the minimum amount of solar collectors required in subsection (2) of this section (W). This requirement shall also apply to existing residential buildings as described above, if an alteration or addition is made that either increases the square footage of the principal structure by seventy-five (75) percent or greater, or that replaces seventy-five (75) percent or more of the existing sub-roof (any portion of the sub-roof that is necessarily replaced due to damage from a natural disaster shall not be included in the calculation of this percentage).
 - (2) *Minimum Required Installation.* Solar collectors shall be installed in at least the following amounts, provided a sufficient solar zone exists to accommodate them as determined by the certification of an architect or engineer who shall also certify the total size of available solar zone in square feet:
 - i. A minimum of two and three-quarters (2.75) kW nameplate photovoltaic capacity per one thousand (1,000) square feet of living area provided there is sufficient space within the available roof top solar zone; or
 - ii. One hundred seventy-five (175) square feet of solar collectors per one thousand (1,000) square feet of roof area.
 - iii. Sufficient solar collectors to fill the available solar zone, to the extent that such construction is allowed by the Florida Building Code.
 - (3) *Avoiding the Creation of Shade.* Structures shall be designed in such a way so as to maximize the available solar zone and for structures which have been designed by an architect or engineer, the plans submitted shall include a certificate from the architect or engineer of record certifying that the design of the structure has maximized the available solar zone. Obstructions which are not located on the roof or another part of the building, such as landscaping or a neighboring building are not subject to these placement requirements.
 - (4) *Minimum Specifications for Solar Collectors.*
 - i. Solar photovoltaic systems: Photovoltaic collectors satisfying the requirements of this section shall be at rated at no less than ten (10) watts DC faceplate capacity per square foot.
 - ii. Solar thermal systems: Single-family residential solar domestic water heating systems shall be OG-300 System Certified by either the Solar Rating and Certification Corporation (SRCC) or the International Association of Plumbing and Mechanical Officials (IAPMO).

iii. Solar photovoltaic systems and solar thermal systems shall be installed in accord with all applicable state code requirements, including access, pathway, smoke ventilation, and spacing requirements, all applicable local code requirements, and manufacturer's specifications.

(5) *Approval and Compliance.* All solar installations shall be permitted through the City. The plans shall demonstrate that the requirements of the City code and the Florida Building Code are satisfied and the engineer or architect of record shall sign and seal the plans indicating compliance. Subsequent review approval shall be carried out through the standard review processes for residential construction. Inspection shall be performed by the Building Department as per the City's permit requirements for solar power or water heating installations. Enforcement of this subsection shall be carried out by the City including the Code Enforcement Division.

(Ord. No. 1-90-1444, 1-2-90; Ord. No. 2-90-1452, 7-24-90; Ord. No. 12-90-1452, 7-24-90; Ord. No. 21-91-1486, 8-20-91; Ord. No. 30-91-1494, 12-17-91; Ord. No. 1-92-1496, 1-7-92; Ord. No. 15-92-1510, 9-1-92; Ord. No. 30-92-1525, 11-3-92; Ord. No. 6-93-1535, 6-1-93; Ord. No. 7-94-1556, § 1, 4-19-94; Ord. No. 14-94-1563, § 2, 9-7-94; Ord. No. 21-94-1571, §§ 1—5, 12-20-94; Ord. No. 22-94-1572, § 1, 12-20-94; Ord. No. 13-96-1613, §§ 1, 2, 7-30-96; Ord. No. 16-97-1637, § 1, 6-3-97; Ord. No. 12-00-1714, § 3, 4-18-00; Ord. No. 27-01-1758, § 1, 10-16-01; Ord. No. 27-05-1849, § 1, 8-16-05; Ord. No. 32-05-1854, § 1, 9-6-05; 09-06-1877, § 1, 3-7-06; Ord. No. 30-06-1898, § 1, 12-5-06; Ord. No. 24-08-1959, § 1, 7-29-08; Ord. No. 50-08-1985, § 1, 10-21-08; Ord. No. 08-09-2000, § 1, 6-2-09; Ord. No. 17-11-2090, § 1, 4-19-11; Ord. No. 25-11-2098, § 2, 9-6-11; Ord. No. 11-12-2127, § 1, 8-21-12; Ord. No. 29-12-2145, § 1, 12-4-12; Ord. No. 11-14-2189, § 1, 5-20-14; Ord. No. 14-16-2247, § 1, 6-21-16; Ord. No. 23-16-2256, § 2, 9-20-16; Ord. No. 14-17-2284, § 2, 7-18-17)

20-4.3 - Sign regulations.

- (A) *Purpose and Intent.* Regulations affecting the design, erection and maintenance of signs are established for the purpose of ensuring equitable means of graphic communication, while maintaining a harmonious and aesthetically pleasing visual environment within the city. 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.
- (B) *Applicability and Definitions.* No sign, unless herein excepted, shall be erected, constructed, posted, painted, altered or relocated, until a permit has been authorized and issued by the Building and Planning Department pursuant to this Code and the required submittals in Section 20-4.3(J). Signs in all zoning districts, except for PUD districts, shall be subject to the regulations in this section. Permitted sign regulations for PUD districts are referenced in those sections of this Code. Words and phrases used in this section shall have the meanings set forth below.

Beacon. Shall mean any light with one single, vertical beam directed into the atmosphere.

Pole Sign, portable commercial parking lot. Shall mean a single freestanding pole, not exceeding an overall height of six feet. The pole sign is restricted to the international parking symbol of P inside a circle with an area not exceeding 2.5 sq. ft. The sign shall have a reflective surface.

Sign. Shall mean an identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a building, structure or land and which directs attention to a product, place, activity, person, service, institution or business.

Sign, address identification. Shall mean a sign which gives the name of the owner or occupant and/or the postal address of the property in numerical or written form.

Sign, animated. Any sign that uses movement or change of lighting to depict action or create a special effect or scene.

Sign, awning. Shall mean 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.

Sign, building marker. Shall mean any sign indicating the name of a building and date and incidental information about its construction (e.g., historical plaques).

Sign, changeable copy. Shall mean any sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign.

Sign, construction. Shall mean a sign which is displayed on the premises 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.

Sign, detached (Also Freestanding or pole). Shall mean any sign supported by one or more poles or other structures that are placed on, or anchored in, the ground and that are independent from buildings or other structures.

Sign, directional. Shall mean a sign which transmits information which facilitates vehicular access to and from off-street parking or drive-in facilities.

Sign, directory. Shall mean a single line listing of each distinct business holding a valid occupational license (whether individual, partnership, or corporate) within a multi-occupant building. This listing may include the floor and/or suite number within the building.

Sign, display panel. Shall mean any sign located beside the entrance to the business containing a listing of merchandise offered, like food and beverage offerings for restaurants. This listing may change from time to time.

Sign, flat. Shall mean any sign attached to and erected parallel to the face of, or erected or painted on the outside wall of, a building and supported throughout its length by such a wall or building. Flat signs may not project more than nine (9) inches beyond the surface of a building wall in any direction, including permitted projections beyond the top of parapet.

Sign, garage sale. Shall mean a temporary sign erected on private property for the purposes of notifying the public of a garage sale.

Sign, free-standing (See "Sign, detached").

Sign, freestanding menu board. Shall mean a sign with a listing of food and beverage offerings for drive-in patrons of restaurants. Menu board signs may include microphones and speakers for customer use within the menu board sign structure.

Sign, hanging. Shall mean any sign which is displayed over a public sidewalk or pedestrian way and supported from a projected canopy, awning, arcade ceiling, bracket or roof overhang.

Sign, landscape. Shall mean a detached sign appropriately landscaped in a park-like manner and designed to be compatible with adjacent architecture.

Sign, marquee. Shall mean a sign which is attached to and projects more than nine (9) inches from the surface of a building. Any sign attached to, in any manner or made a part of a marquee. A marquee is any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Sign, mural. Shall mean any painted image or graphic which is applied to a building or structure, where no portion projects more than three (3) inches from the surface of the principal building.

Sign, name plate. Shall mean a sign identifying the owner or occupant of the premises or the street address of the premises and located on an entry door or directly adjacent thereto.

Sign, pole (See "Sign, detached").

Sign, political or campaign. Shall mean a sign erected to advocate the candidacy of a party or individual for elective office or an issue, cause or referendum.

Sign, portable commercial parking lot. Shall mean an A-frame sign which is permitted for licensed commercial parking lots and may be located on either public or private property.

Sign, portable outdoor dining. Shall mean an A-frame sign which is permitted for restaurants which are licensed to provide outdoor dining areas on either public or private property.

Sign, portable. Shall mean a sign of any size, type or material which is attached to a vehicle or structure and can be moved from place to place on wheels, skids or similar means; and all signs converted to A- or T-frames, sandwich board signs, umbrellas used for advertising, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used for normal day-to-day operations.

Sign, project identification. Shall mean a sign relating to a multiple-family unit residential project and identifying the accepted name of the project, but which does not include rental or sales information or tenant or owner names.

Sign, projecting. Shall mean any sign affixed to a building or wall in such a manner that its leading edge extends more than nine inches beyond the surface of such building or wall.

Sign, real estate. Shall mean a sign which indicates a property is for sale, rent or lease.

Sign, roof. Shall mean a sign which is fastened to and supported by or on the mansard or shed roof of a building; or any sign erected or constructed as an integral part of, or essentially integral part of, a normal roof structure; or any sign supported by the roof structure.

Sign, snipe. Shall mean a sign of any material, including paper, cardboard, wood and metal, when such sign is tacked, nailed or attached in any way to trees, utility poles or other objects and where such sign does not apply to premises whereon it is located.

Sign, temporary. Shall mean any sign of lightweight fabric or similar material that is mounted to a pole or a building at two or more edges. National flags, state or municipal flags, or the official flag of any institution shall not be considered temporary signs or banners. All temporary signs shall be approved by the Planning and Zoning Department which may consider the type of lettering, color, location or compatibility of the proposed sign.

Sign, tow away zone. Shall mean a sign posted on private property that warns the public that parking is restricted by the private owners and gives information concerning the tow away policy established for the premises with a private towing company.

Sign, window or door glass identification. Shall mean a sign with any display of characters or letters on a single window or door glass, or such sign which is behind and visible through such a window or door glass, including both temporary information signage and permanently erected signage.

(C) *Exceptions from the Permit Application Requirements found under Section 20-4.3(J).* The following signs or displays may be erected without a permit or review by the City, but shall comply with all structural and safety requirements of the Building Code; however, all electrical installations and modifications may only be initiated upon issuance of a valid electrical permit:

- (1) City erected signage on City property, private property or public rights-of-way, and any official Federal, State, County or City traffic information, warning or danger signs, handicapped parking and all other signage required by any applicable codes.
- (2) One national flag of the United States of America and, in addition, three other flags of choice (see subsection (3) below). Maximum flag size is 8-foot by 5-foot. Proper flag etiquette must be followed.
- (3) National flags or flags of political subdivisions of the United States, or bona fide civic, charitable or fraternal organization flags, and one business/company logo flag limited to one (1) flag per property. Maximum flag size is 8-foot by 5-foot. Proper flag etiquette must be followed.
- (4) Changing of copy on permitted bulletin boards, display encasements or marquees, provided that no change is made in the size or character of the sign.
- (5) Signs on trucks, buses and other vehicles, while in use in the normal course of business.
- (6) Street address identification signs that do not exceed one (1) square foot in area.
- (7) Construction, name plate, real estate, information window signs, one non-illuminated permanent window sign which is one (1) square foot or less in area, political or campaign signs, tow away zone signs, and garage sale signs.
- (8) Religious symbols such as crosses or other traditional religious symbols associated with religious structures shall not be considered as signage when included as part of structures being made use of as a place of religious observance.
- (9) Decorative neon trim in windows and decorative neon as an architectural feature.
- (10) Temporary signs as regulated under Section 20-4.3(1); however, a temporary sign permit is required, pursuant to the policy established by the Planning and Zoning Department.

(D) *Illumination.*

- (1) No sign shall be either directly or indirectly illuminated unless permitted within this Code. Illumination is specified under each sign category in Section 20-4.3(l).
- (2) When a sign is permitted to be illuminated directly, it may also be illuminated indirectly.
- (3) Directly illuminated signs may give forth light or be designed to reflect light from one or more sources erected for the purpose of providing light for the sign, provided that lighting is positioned so that none of the light shines onto an adjacent property nor into the eyes of motorists or pedestrians.

- (4) Indirectly illuminated signs may not produce light from within, nor be of neon, nor be neon-lighted, but such signs may be illuminated by a light source not a part of, or attached to, the sign itself.
 - (5) No reference to illumination shall be construed to mean that all types of illumination are prohibited for that particular category of sign.
 - (6) All signs which are electrically illuminated shall require a separate electrical permit and inspection.
 - (7) Electrical equipment and housing, wiring and conduit, tracks and nondecorative fixtures utilized in connection with any illuminated sign shall be concealed from public view.
- (E) *Prohibited Signs and Sign Characteristics.* No sign shall be constructed, erected, used, operated or maintained which:
- (1) Blinks, flashes, rotates or displays intermittent lights similar to or resembling flashing lights customarily associated with danger or customarily used by police, fire or other emergency vehicles.
 - (2) Uses the words "stop" or "danger" or implies the need or requirement for stopping; or which is a copy or imitation of an official sign. Prohibition of the words "stop" or "danger" does not apply in instances when such words are used in descriptive lines of advertising, so long as they are not used to copy or imply any official traffic warning.
 - (3) Creates a blended background of colored lights with traffic signal lights which might confuse motorists when viewed from a distance of up to three hundred (300) feet.
 - (4) Projects over any public street, sidewalk or alley in a single-family residential zoning district.
 - (5) Is a snipe sign on either public or private property.
 - (6) Is a balloon or blimp.
 - (7) Is located on the roof, except for signs located on mansard or shed roofs where such signs are permitted.
 - (8) Advertises products, services or establishments not available on premises.
 - (9) Is located on a back lit and translucent awning.
 - (10) Is a flat or hanging sign not providing adequate clearance above public walkways as required by the Land Development Code and the Florida Building Code.
 - (11) Blocks egress, ingress, light or ventilation to a site.
 - (12) Conveys the impression that property or structures can be used for purposes not permitted by this Code or other regulations.
 - (13) Is a pennant, streamer or other fluttering, spinning or similar type sign, including all animated signs.
 - (14) Is portable or movable, including those signs that are tied down with metal straps, chaining or otherwise temporarily anchored to an existing structure or other similar method of anchoring, excluding permitted PORTABLE OUTDOOR DINING signs.
 - (15) Is a sign painted or affixed in any manner to any vehicle, trailer or truck or similar transportable device and which is used to advertise a place of business or activity as viewed from a public right-of-way, except for:
 - (a) Commercial vehicle signs when such vehicles are operational and used daily for delivery or service purposes and not used or intended for use as portable signs, and
 - (b) Buses, taxis or similar common carrier vehicles which are licensed or certified by Miami-Dade County or other governmental agencies.

(F) *Compliance Required.*

- (1) BUILDING MARKER, BEACON, CHANGEABLE COPY, DIRECTORY, DISPLAY PANEL, FLAT, MURAL, NAME PLATE, PROJECT ID, MANSARD OR SHED ROOF, TEMPORARY, INFORMATION WINDOW and PERMANENT WINDOW signs shall comply with setbacks of existing facilities or required yard setbacks for new facilities and must be directly affixed to a building surface.
- (2) All signs shall comply with the structural, electrical and safety requirements of the Florida Building Code and all other applicable codes.
- (3) All signs shall comply with the triangle of visibility requirements of Section 20-3.6G.
- (4) All signs shall comply with the Code regulations applicable to nonconforming uses.
- (5) The premises owner, tenant or erector of the sign shall be held responsible for any compliance violations.
- (6) ADDRESS IDENTIFICATION, CONSTRUCTION, DETACHED, DIRECTIONAL, GARAGE SALE, LANDSCAPE, MENU BOARD, POLITICAL and REAL ESTATE signs may be double-sided; however, permitted area is computed from the physical dimensions of the sign for one side only. Such signs may be permitted in required yard setbacks, but shall not be permitted on or over any public street or right-of-way.
- (7) AWNING SIGNS, HANGING SIGNS, MARQUEE and PROJECTING signs are permitted to project over the public right-of-way, eighteen (18) inches from any curb line and provide a minimum unobstructed, clear space of seven and one-half (7.5) feet between grade and the bottom of the sign; and signs must be firmly secured or fastened.
- (8) HANGING, MARQUEE and PROJECTING signs are permitted to be double-sided and erected perpendicular to the address street front of the establishment advertised.
- (9) PORTABLE OUTDOOR DINING signs are permitted to be double-sided and may be located within the leased area of public sidewalks by restaurants licensed to serve patrons on public sidewalks or located on private property under the control of such restaurants.

(G) *Removal Procedures.*

- (1) Any sign or sign structure which is neglected, decrepit, dilapidated, not well maintained or in violation of these regulations shall be removed, after due notice to the owner or lessee of the site or sign is given.
- (2) The City shall remove or cause to be removed, at the owner's expense, any sign erected or maintained in conflict with this Code if the owner or lessee of either the site or the sign fails to correct the violation within five (5) working days after receipt of written notice of the violation. Sign removal by the City shall not affect any proceedings instituted prior to the removal of such sign.
- (3) Any sign previously associated with a vacated premises shall be:
 - (a) Removed from the premises by the owner or lessee no later than one (1) month from the time such activity ceases to exist; or
 - (b) Altered by the owner or lessee within the same time period so that the sign shall not display any information pertaining to the activity formerly associated with the vacated premises.

(H) *Permitted Sign Schedule.*

- (1) Signs shall be permitted in the various zoning districts in accordance with the following schedule.
- (2) Whenever a business is an existing non-conforming use; such an establishment shall be permitted to erect signage as if the business were located where the use is permitted.

- (3) LANDSCAPE and PROJECTING SIGNS must be reviewed by the **Environmental Review and Preservation Board**. Required submittals shall be per Section 20-4.3(J).
- (4) ADDITIONAL SIGNS as described under Section 20-4.3(L) may be permitted upon the **approval of the Environmental Review and Preservation Board**.
- (5) ALL SIGNS to be permanently erected, constructed, posted, painted, altered or relocated on a designated historic structure or a "contributive" building must be reviewed by the Historic Preservation Board prior to the issuance of a building permit for such signage.

(I) *[Zoning Districts.]*

(1) *RS-Single Family Residential Districts.*

Sign Type	Conditions
ADDRESS ID	One (1) ADDRESS IDENTIFICATION SIGN per premises permitted, not to exceed one (1) square foot in area. Direct illumination is permitted.
BUILDING MARKER	One (1) BUILDING MARKER SIGN per premises permitted, not to exceed two (2) square feet in area.
CONSTRUCTION	One (1) CONSTRUCTION SIGN per lot, not to exceed four (4) square feet in area nor six (6) feet in height to be erected only during the progress of actual construction.
GARAGE SALE	One (1) GARAGE SALE SIGN is permitted per single-family residential dwelling unit, two-times only, for two weekends including Friday only, per each calendar year, not to exceed two (2) square feet in area. Said sign may only be erected on the private property where the garage sale is to be located from sunrise to sunset.
POLITICAL	One (1) POLITICAL OR CAMPAIGN SIGN may be permitted as provided in Miami-Dade County Code of Ordinances.
REAL ESTATE	One (1) REAL ESTATE SIGN per lot, not to exceed two (2) square feet in area with three "riders" permitted.

(2) *RT-Townhouse Districts.*

Sign Type	Conditions
ADDRESS ID	One (1) ADDRESS IDENTIFICATION SIGN per premises permitted, not to exceed one (1) square foot in area. Direct illumination is permitted.
BUILDING	One (1) BUILDING MARKER SIGN per premises permitted, not to exceed two (2)

MARKER	square feet in area.
CONSTRUCTION	One (1) CONSTRUCTION SIGN per lot, not to exceed four (4) square feet in area nor six (6) feet in height to be erected only during the progress of actual construction.
DIRECTIONAL	Two (2) DIRECTIONAL SIGNS per lot, not to exceed two (2) square feet in area per sign nor four (4) feet in height. Indirect illumination permitted.
GARAGE SALE	One (1) GARAGE SALE SIGN is permitted per single-family residential dwelling unit, two-times only, for two weekends including Friday only, per each calendar year, not to exceed two (2) square feet in area. Said sign may only be erected on the private property where the garage sale is to be located from sunrise to sunset.
POLITICAL	One (1) POLITICAL OR CAMPAIGN SIGN may be permitted as provided in Miami-Dade County Code of Ordinances.
PROJECT ID	One (1) PROJECT IDENTIFICATION SIGN per lot, not to exceed four (4) square feet in area. Indirect illumination is permitted.
REAL ESTATE	One (1) REAL ESTATE SIGN per lot, not to exceed six (6) square feet in area. For sites of five (5) acres or more in area, such signs shall not exceed twenty-four (24) square feet in area.
TOW AWAY ZONE	TOW-AWAY ZONE SIGNS are permitted per Florida Statutes.

(3) *RM-Multi-Family Residential Districts.*

Sign Type	Conditions
ADDRESS ID	One (1) ADDRESS IDENTIFICATION SIGN per premises permitted, not to exceed one (1) square foot in area. Direct illumination is permitted.
BUILDING MARKER	One (1) BUILDING MARKER SIGN per premises permitted, not to exceed two (2) square feet in area.
CONSTRUCTION	One (1) CONSTRUCTION SIGN per project, not to exceed sixteen (16) square feet in area nor eight (8) feet in height for sites of less than five (5) acres in area to be erected only during the progress of actual construction. For sites of five (5) acres or more in

	area, such signs shall not exceed thirty-two (32) square feet in area nor eight (8) feet in height to be erected only during the progress of actual construction.
DIRECTIONAL	Two (2) DIRECTIONAL SIGNS per lot, not to exceed two (2) square feet in area per sign nor four (4) feet in height. Indirect illumination is permitted.
POLITICAL	One (1) POLITICAL OR CAMPAIGN SIGN may be permitted as provided in Miami-Dade County Code of Ordinances.
PROJECT ID	One (1) PROJECT IDENTIFICATION SIGN per lot, not to exceed four (4) square feet in area. Indirect illumination is permitted.
REAL ESTATE	One (1) REAL ESTATE SIGN per lot, not to exceed six (6) square feet in area. For sites of five (5) acres or more in area, such signs shall not exceed twenty-four (24) square feet in area.
TOW AWAY ZONE	TOW-AWAY ZONE SIGNS are permitted per Florida Statutes.

(4) *RO-Residential Office Districts.*

Sign Type	Conditions
ADDRESS ID	One (1) ADDRESS IDENTIFICATION SIGN per premises permitted, not to exceed one (1) square foot in area. Indirect illumination is permitted.
BUILDING MARKER	One (1) BUILDING MARKER SIGN per premises permitted, not to exceed two (2) square feet in area.
CONSTRUCTION	One (1) CONSTRUCTION SIGN per project, not to exceed four (4) square feet in area nor six (6) feet in height to be erected only during the progress of actual construction.
DIRECTIONAL	Two (2) DIRECTIONAL SIGNS per lot, not to exceed two (2) square feet in area per sign nor four (4) feet in height per sign. Direct illumination is permitted.
FLAT	One (1) FLAT sign not to exceed six (6) square feet in area, nor six (6) feet in length, to be located on the postal address side of the building. Signage is not permitted on side streets facing residences.

NAME PLATE	One (1) NAME PLATE identification sign per licensed business establishment, not to exceed one (1) square foot in area. Indirect illumination is permitted.
POLITICAL	One (1) POLITICAL OR CAMPAIGN SIGN may be permitted as provided in Miami-Dade County Code of Ordinances.
REAL ESTATE	One (1) REAL ESTATE SIGN per lot, not to exceed six (6) square feet in area. For sites of five (5) acres or more in area, such signs shall not exceed twenty-four (24) square feet in area.
TEMPORARY	One (1) TEMPORARY sign may be permitted by special permit issued by the Planning and Zoning Department. Only one (1) sign is permitted per calendar year for each licensed business establishment. Each sign shall be permitted for no more than 30 days, except that this time limit may be extended by the Planning and Zoning Department twice, for 30 days each, where total duration, including all approved extensions, shall not exceed 90 days. A temporary sign may be permitted up to 30 square feet in area. A temporary sign must be firmly affixed to the front face of a building.
TOW AWAY ZONE	TOW-AWAY ZONE SIGNS are permitted per Florida Statutes.

(5) *All Other Zoning Districts.*

Sign Type	Conditions
ADDRESS ID	One (1) ADDRESS IDENTIFICATION SIGN per premises permitted, not to exceed one (1) square foot in area.
AWNING	One (1) AWNING SIGN per each awning is permitted, not to exceed five (5) square feet in area for every ten (10) linear feet of awning, on the vertical edge of an awning, where no individual character may exceed six (6) inches in height; additionally, one (1) company logo is permitted per separate awning, not to exceed 50% of the vertical height of the awning structure.
BUILDING MARKER	One (1) BUILDING MARKER SIGN per premises permitted, not to exceed two (2) square feet in area. Indirect illumination is permitted.

BEACON	Two (2) BEACONS per premises permitted, as part of the architectural design of the principal structure.
CHANGEABLE COPY	One (1) detached bulletin board, not to exceed ten (10) square feet in area, is permitted in each yard area facing a street. Indirect illumination is permitted.
CONSTRUCTION	One (1) CONSTRUCTION SIGN per project, not to exceed sixteen (16) square feet in area nor eight (8) feet in height for sites of less than five (5) acres in area to be erected only during the progress of actual construction. For sites of five (5) acres or more in area, one sign facing each public street, such signs shall not exceed thirty-two (32) square feet in area nor eight (8) feet in height to be erected only during the progress of actual construction. Indirect illumination is permitted.
DIRECTIONAL	DIRECTIONAL SIGNS, not to exceed five (5) square feet in area per sign nor four (4) feet in height. Direct illumination is permitted.
DIRECTORY	One (1) DIRECTORY SIGN is permitted per building. Directory signs must be attached to a lobby, hallway, or arcade. A directory sign must be located within ten (10) feet of the building's main entrance. Lettering on directory signs may be of a removable style, but no character may exceed one and one-half (1.5) inches in height. The total area of any directory sign shall be no greater than six (6) square feet in area. Indirect illumination is permitted.
DISPLAY PANEL	One (1) DISPLAY PANEL permitted per establishment, not to exceed four (4) square feet in area. Indirect illumination is permitted.
FLAT	FLAT SIGNS with a total aggregate sign area, not to exceed twenty (20) percent of the area of any building face; for the purposes of sign regulation, there shall be considered to be only four (4) facades to any building; no single sign shall exceed two hundred (200) square feet in area. Direct illumination is permitted.
HANGING	One (1) HANGING SIGN per establishment, not to exceed three (3) square feet in area each. Signs shall be uniform in size and design within a single property, but may vary in lettering style and color, provided that they are compatible and coordinated with other signs for individual establishments in the same development. Indirect illumination is permitted.
LANDSCAPE	One low-profile landscape sign may be permitted per project when approved by the Environmental Review and Preservation Board; the landscape sign shall be a detached, low-profile sign which is either of a single-face or double-face design; the landscape sign shall not exceed four (4) feet in height from grade, nor twenty

	(20) square feet in area; and the landscape sign must be appropriately landscaped in a park-like manner, designed to be compatible with adjacent architecture of the surrounding premises. Direct illumination is permitted.
MARQUEE	One (1) MARQUEE SIGN may be permitted, not to exceed ten (10) square feet in area per ten (10) linear feet of street frontage. Direct illumination is permitted. Said sign shall replace permitted flat signs on that building face where affixed.
FREE STANDING MENU BOARD	One (1) MENU BOARD SIGN shall be permitted at each drive-through to a licensed RESTAURANT, not to exceed thirty-five (35) square feet in area nor seven and one-half (7.5) feet in height. A menu board sign may exceed the maximum allowable square footage by up to 10 square feet if the facade of the sign is not significantly visible from a public street, or if visible, screening or landscaping acceptable to the city's ERPB be provided up to the height of the sign. Direct illumination is permitted. Sign may be detached.
MURAL	One (1) MURAL SIGN is permitted per licensed premises where text and logos are limited to 20% of a single facade; graphic, including texts and logos, are limited to 30% of this same single facade area; scenic murals are not limited regarding area, but are limited to same single facade as any graphic ural, text and logos (if any are used).
NAME PLATE	One (1) NAME PLATE identification sign per licensed business establishment and professional license holder, not to exceed one (1) square foot in area per nameplate. Direct illumination is permitted.
POLITICAL	One (1) POLITICAL OR CAMPAIGN SIGN may be permitted as provided in Miami-Dade County Code of Ordinances.
PORTABLE SIGN FOR OUTDOOR DINING	One (1) PORTABLE SIGN per restaurant which is licensed to serve patrons in outdoor dining areas on either public or private property. Said sign shall not exceed four (4) feet in height nor six (6) feet in area, and may only be located within leased area of public sidewalks or on private property. Sign must be removed every night at closing.
PROJECTING SIGN	One (1) PROJECTING SIGN is permitted as a replacement for any permitted FLAT SIGN; signage area must be same as FLAT SIGN, when approved by the Environmental Review and Preservation Board.
REAL ESTATE	One (1) REAL ESTATE SIGN per lot, not to exceed six (6) square feet in area. For sites of five (5) acres or more in area, such signs shall not exceed twenty-four (24)

	square feet in area.
ROOF (MANSARD)	One (1) MANSARD OR SHED ROOF SIGN may be permitted for each business establishment which has a mansard roof. Said sign may be up to thirty (30) percent of the mansard roof area, but must be contained within the face of the mansard roof, parallel to the face of the building, and may not extend beyond any edge of the roof. Indirect illumination permitted. Direct illumination is permitted.
SEARCH LIGHTS	One (1) SET OF SEARCH LIGHTS permitted per licensed business for special events, not to be operated or remain lighted after 11 p.m.
SIGNS FOR COMMERCIAL PARKING LOTS	One (1) PORTABLE SIGN per entrance/exit of a licensed commercial parking, lot, not to exceed a total of four signs. The sign shall not exceed three feet in height nor six square feet in area, and shall be located within private property. One (1) PORTABLE POLE SIGN per site is permissible only during the hours of operation.
TEMPORARY	One (1) TEMPORARY sign may be permitted by special permit issued by the Planning Division. Only one (1) sign is permitted per calendar year for each licensed business establishment. Each sign shall be permitted for no more than 30 days, except that this time limit may be extended by the Planning Division twice, for 30 days each, where total duration, including all approved extensions, shall not exceed 90 days. A temporary sign may be permitted up to 30 square feet in area. A temporary sign must be firmly affixed to the front face of a building.
TOW AWAY ZONE	TOW-AWAY ZONE SIGNS are permitted per Florida Statutes.
WINDOW, INFO.	INFORMATION SIGNS IN DISPLAY WINDOWS shall be limited to ten (10) percent of the total glass area of each window in which such signs are placed; this calculation does not include the area of permanent painted or neon signs in windows; glass area shall be calculated as the area of the opening in the face of the building which contains the window component; individual panes within a mullioned window are calculated together as a single glass area for signage purposes. Permanent signs shall not be permitted under this category.
WINDOW, PERM.	PERMANENT PAINTED OR NEON SIGNS IN DISPLAY WINDOWS, limited to ten (10) percent of the total glass area in which they are located; this calculation does not include the area of information signs in windows; glass area shall be calculated as the area of the opening in the face of the building which contains the window component; individual panes within a mullioned window are calculated together as a single glass area for signage purposes. Direct illumination permitted. Illuminated signage may only include the name of the business establishment.

	Direct illumination is permitted.
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(6) Properties along South Dixie Highway and along Bird Road (SW 40 Street) may have additional signage as follows:

Sign Type	Conditions
DETACHED SIGNAGE	(a) A minimum street frontage of one hundred (100) linear feet for one pole sign is required; an additional pole sign shall be permitted on property with three hundred (300) linear feet of street frontage or greater on property under single ownership; (b) direct illumination permitted; (c) each permitted sign shall not exceed thirty-five (35) square feet in area nor twelve (12) feet in height from grade; and (e) signs shall not extend into public rights-of-way.
MURALS	One (1) MURAL SIGN is permitted per licensed premises where text and logos are limited to 30% of a single facade which is facing or is primarily visible from South Dixie Highway; graphics, including texts and logos, are limited to 40% of this same single facade area; scenic murals are not limited regarding area, but are limited to same single facade as any graphic mural, text and logos (if any).

(J) *Permit Application Requirements.* Applications for all signs, excluding signs under subsection (C), shall contain the following:

- (1) Survey or an accurate site plan of the lot depicting the location of all public and private streets, existing signage locations, buildings, parking lots, driveways, and landscaped areas;
- (2) An accurate indication on the site plan of the proposed location of each proposed sign;
- (3) Properly dimensioned and scaled drawings and descriptions showing sign proportions, location of each sign on the buildings, color scheme, lettering or graphic style, material, lighting, and other information which depicts the proposed sign;
- (4) Completed building permit application and electrical permit application (if needed); and
- (5) Building permit and electrical drawings as required by the Florida Building Code.

(K) *Nonconforming Signs.*

- (1) All existing signs, legal when originally installed, may remain as legal, non-conforming signs (referred to as "grandfathered"). Any "grandfathered" sign may be repaired; however, any alterations, modifications, changes of copy, or expansions will be considered a new sign.
- (2) Signs erected, constructed, posted, painted, altered, or relocated without a permit shall be brought into compliance or removed. If such signs are not brought into compliance or removed after notification by the City, the City may remove said signs and charge the owner of the property for the removal.

- (3) Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to confiscation. The City shall have the right to recover from the owner or person placing such a sign the full cost of removal and disposal of such sign.
- (L) *Additional Signage.* Other types of signs, not expressly permitted by regulations stated in Section 20-4.3(l), may be approved by the Environmental Review and Preservation Board (ERPB) when the following conditions are met:
- (1) That the proposed sign is not prohibited by Section 20-4.3(E);
 - (2) That the proposed sign conforms to the Florida Building Code and other code regulations, as applicable;
 - (3) That the proposed additional sign on the building does not occupy more than 30% of the facade on which it is proposed to be installed or more than 20% of any window area; and
 - (4) Detached signs may be permitted on any commercial property with the approval of the Environmental Review and Preservation Board, including detached signs that exceed the permitted location and height standards set forth in Section 20-4.3(l).
- (M) *Computations.* The following principles shall control the computation of sign area and sign height:
- (1) *Computation of Area of Individual Signs.* The area of a sign shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the sign content, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting structure clearly incidental to the display itself or any other clearly incidental decorative element;
 - (2) *Computation of Area of Multi-faced Signs.* The sign area for a sign with more than one (1) face shall be computed by adding together the area of all sign faces visible from any one (1) point. When two (2) identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than three (3) feet apart, the sign area shall be computed by the measurement of one of the faces; and
 - (3) *Computation of Height.* The height of a sign shall be computed as the distance from grade as defined in this Code to the top of the highest component of the sign or supporting structure.
- (N) *Banners over Rights-of-Way.*
- (1) Organizations wishing to display a banner over rights-of-way in the City of South Miami must submit a "Banner Request" application to the Planning Department at least thirty (30) days in advance of the banner installation date. event.
 - (2) The city manager will review all requests and will determine whether the request conforms to the following guidelines:
 - (a) Only not for profit organizations may display banners;
 - (b) Banners for no more than three (3) special events shall be displayed at any given time;
 - (c) Banners may only be displayed ten (10) to fourteen (14) days before the advertised event takes place, and banners must be removed within five (5) days after the end of the event.
 - (d) Banner design, artwork, color, size, proposed location and wording must be approved by the city manager, and must be submitted along with request.
 - (3) The organization displaying a banner must provide proof of public liability insurance naming the City of South Miami as additionally named insured for the period of time banner is displayed.
 - (4) The organization requesting the banner shall pay a fee established in the city's adopted fee schedule. in advance, or the actual cost incurred by the city to hang and remove the banner,

whichever is greater. Local entities within the City of South Miami, or events that are held within the municipal boundaries of the city will be eligible for a 50% discount of the established fee. The city commission may adjust this fee from time to time in order to reflect the current costs of installation. The city or one (1) of the firms approved by the city to hang and remove the banners will be the only entities performing this task.

- (5) Banners shall be dropped off for installation and picked up after removal at the City's Public Works Department at times determined by the Public Works Department. It is the applicant's responsibility to collect their banners within five (5) business days following the event. The Public Works Department shall dispose of all banners not picked up by the applicant within the specified time frame. Banners not delivered and/or picked up in a timely manner may incur an additional fee for installation or storage.

(Ord. No. 1-91-1466, 1-15-91; Ord. No. 9-92-1504, 5-19-92; Ord. No. 4-93-1533, 6-1-93; Ord. No. 18-93-1544, §§ 2, 3, 11-16-93; Ord. No. 19-96-1619, § 1, 10-1-96; Ord. No. 6-98-1654, § 3, 4-21-98; Ord. No. 9-99-1683, §§ 2, 3, 5-4-99; Ord. No. 22-01-1753, § 1, 10-2-01; Ord. No. 10-07-1911, § 1, 5-1-07; Ord. No. 02-10-2027, § 1, 1-14-10; Ord. No. 17-11-2090, § 1, 4-19-11; Ord. No. 15-13-2162, § 1, 7-2-13)

Sec. 20-4.5.1 - Tree protection.

- A. *Tree Permit Applications, Requirements and Review, Fees.* Except as provided herein, no tree may be removed relocated, trimmed or pruned without a permit and mitigation as provided for in this section which may be issued or denied notwithstanding any recommendation to the City Manager for approval by the **Environmental Review and Preservation Board**. Only the City Commission may approve the removal, relocation or replacement of a heritage or champion trees. A tree in a landscape plan, planted to provide temporary shade until adjacent trees reach maturity may be designated as a "temporary shade tree", and which may be trimmed back or removed at such time as the surrounding trees require additional access to sunlight.
- (1) *Permit Required.* A tree permit shall be required for the removal or relocation of any tree within the City. The removal of trees that are prohibited or exempted by Section 20-4.5.1(N) shall require a permit, in advance of any such removal, but no fees shall be charged for said permit. A tree permit shall also be required for the pruning or trimming of more than one-third (1/3) of the canopy of a tree. No person, agent or representative thereof, directly or indirectly, shall cut down, remove, relocate, or effectively remove any tree on any property, without first obtaining a tree permit as hereinafter provided. No building permit for any work on the subject site, including new construction, additions, carports, pools, decks, fences, driveways, parking lots, tennis courts, demolition, or similar work, shall be issued by the Building Department unless the Planning Department has determined that a valid tree removal, relocation or trimming permit has been issued in accordance with this section. Miami-Dade County retains authority for all applications for Mangroves and natural forest communities work.
 - (2) *Application Requirements.* Permit applications shall include the name of the property owner, address where tree work will be performed, tree species and diameter, nature of the work, and reason for removal of a tree. The permit application shall be signed by the property owner and, if applicable, its authorized agent. Applications for tree removal shall also include a scaled drawing of the site showing tree size and location, and a statement of how any other regulated trees are to be protected during any approved tree removal and any associated construction or clearing, or grade changes. The city manager or designee shall attempt to verify the information contained in the application and shall either approve or deny the application as to each regulated tree proposed to be removed. Applications for removal of Heritage trees, which cannot be relocated, may only be approved by resolution of the City Commission.
 - (3) *Criteria for Tree Removal, Relocation, and Replacement.* Replacement trees are required to be planted to mitigate Specimen tree removal and \$1,000 shall be paid into the City's Tree Trust Fund in addition to any required mitigation.
 - (4) *Imposition of additional conditions.* The city manager or designee, as appropriate, may impose other reasonable conditions where need is demonstrated. Such conditions may include restrictions on percentage of canopy removed or the prohibition of tree removal from certain portions of the site under consideration. The city manager, as appropriate, shall be guided by, but not restricted to, the following criteria in imposing such additional conditions:
 - (a) The need to provide buffers to adjacent developed property;
 - (b) The need to protect soils highly susceptible to soil erosion as identified by the soil survey of the county;
 - (c) The need to protect slopes in excess of ten percent
 - (d) The need to protect existing wetlands, floodplains and flood channels and other environmentally sensitive areas as shown on existing maps, photographs and other reliable and available sources;
 - (e) Any or all of the following conditions may be required:
 - (i) The applicant may be required to redesign the project to preserve specimen tree(s), or any other tree determined by the City Manager to be of substantial value due to its

species, size, age, form and/or historical significance, and to provide an alternate plan, when feasible, which shall include the preservation of said tree(s) and design any alterations within the scope and intent of the initially proposed plan.

- (ii) Where practical, specimen trees, or any other tree determined by the City Manager to be of substantial value due to its species, size, age, form and/or historical significance, that is proposed for removal shall be relocated on or off-site. The applicant shall adhere to acceptable tree relocation specifications, in accordance with ANSI A300 Standards.
 - (iii) If it is impractical to relocate said tree(s) either on or off-site because of viability concerns, the applicant shall be required to replace all trees permitted to be removed in accordance with the tree mitigation requirements in tree removal Section of this ordinance.
 - (iv) The City Manager may require that the applicant provide a written report from a Certified Arborist before making any determinations in conjunction with this section. The City Manager and City Arborist may also require monitoring and periodic reporting by a Licensed Landscape Architect or Certified Arborist during construction to assure tree preservation.
- (5) Applications shall be made on the form provided for that purpose and shall include a written statement indicating the reasons for the permit. The following documentation and all applicable fees shall accompany each application.
- (a) For applications for tree removal in conjunction with new construction, including additions, pools, driveways, parking spaces, sidewalks, recreational facilities, and decks, a tree survey drawn to scale identifying the species and listing the height, spread and diameter of all existing trees shall be provided. Said survey shall be prepared, signed and sealed by a Professional Land Surveyor, licensed in the State of Florida.
 - (b) For applications for tree removal in conjunction with any other activity requiring a building permit, or for any other tree removal, a site plan prepared, signed and sealed by a Professional Land Surveyor, licensed in the State of Florida drawn to scale identifying the species and listing the height, spread and diameter of all existing trees shall be provided. Said site plan may be limited to the immediate area of the proposed work, and photographs of the existing trees within said area may be acceptable in lieu of tree identification regarding species, height, spread and diameter, provided those photographs permit identification by the City Arborist.
 - (c) A tree disposition plan that is prepared, signed and sealed by a Florida licensed professional who holds an Architect, Landscape Architect or Land Surveyor license, that is drawn to scale, and that provides the numbering, identifying, and listing all existing trees and specifying the condition of each tree and whether said trees are to remain, to be removed and/or to be relocated. This plan shall also illustrate the location of all existing structures and/or all proposed new construction, as applicable, the location of any overhead and/or underground utilities and the new locations of existing trees to be relocated on site.
 - (d) A tree mitigation plan prepared in accordance with the tree mitigation Section of this ordinance.
- (6) All of the required plans, data or other information required with the application shall be included on the proposed development plan or on the supporting documents submitted with the plan or the plat. The following requirements apply:
- (a) Decisions on tree removal shall be based on a qualitative tree survey performed by a landscape architect licensed to practice in the State of Florida under CH 481 FS, and evaluated by the City. The landscaping plan shall show all trees to be preserved, provide for protective tree barriers that meet the requirements of this tree protection ordinance, and specify the details of the mitigation required in this section.

(b) The requirements for mitigation of regulated trees approved for removal as part of development plan or subdivision plat review are as follows:

Category	Mitigation
Specimen trees, in fair or better condition	Mitigation payment based on tree appraised value, limited to three trees per acre averaged over the entire site. If more than three trees per acre in this category are located on the site then the trees with the highest tree appraised value throughout the site shall be used to calculate the payment. Heritage trees proposed for removal in excess of the overall average of three per acre shall require mitigation trees on an inch-for-inch on a diameter basis.
Specimen trees of other than high quality species, in fair or better condition	Mitigation trees on an inch-for-inch diameter basis.
Any Specimen trees in less than fair or better condition; and any other regulated tree	Mitigation trees consisting of two trees of high quality shade species established for each tree removed.

(7) When the replacement planting requirements of this ordinance cannot be met, the City shall collect funds according to the City's tree value mitigation chart which shall be deposited in the Tree Trust Fund.

B. Review of Application.

(1) Removal and mitigation of regulated trees subject to subdivision or development plan approval. When tree removal or relocation is contemplated in conjunction with any development requiring approval of a final plat or final waiver of plat, upon receipt of approval of the plat, prior to final site plan approval, a permit limited to activities necessary to provide for site preparation shall be considered and either approved or denied.

(2) Upon receipt of a completed application, the Planning Department and the City Arborist, shall review said application for compliance with the regulations as set forth in this Section. Such review shall include a field inspection of the site, photographic record of the trees on the site and referral of the application to other departments or agencies as necessary, and shall ensure that the applicant takes all steps reasonably necessary to preserve or relocate existing trees prior to receiving a tree permit. If the tree permit is being requested in conjunction with or to make way for construction for which site plan approval is required, no action shall be taken on the tree permit application until the site plan is approved. Within 15 calendar days after site plan approval, if applicable, or the receipt of a completed application, the Planning Department shall issue a notice of its intended decision on a preliminary approval of an application. If the request for a tree permit is for an unhealthy, damaged, or dying tree, or if the tree poses a threat to persons or property, documentation of such condition by the City Arborist shall be included in the preliminary approval of the application.

- (3) Preliminary approval for an application involving tree removal activity shall be granted only if the City finds that all reasonable efforts have been undertaken in the architectural layout and design of the proposed development to preserve existing trees and to otherwise enhance the aesthetic appearance of the development by the incorporation of trees in the design process. Upon the issuance of a preliminary approval, root pruning of trees designated to be relocated may be immediately commenced pursuant to the preliminary approval; provided, however, that no actual removal of a tree shall take place until issuance of the final tree permit.
 - (4) Notice. At the end of the next business day following the completion of the Preliminary Approval review of an application for a tree permit, the Planning Department shall notify the applicant of the Planning Department's intent to issue the Preliminary Approval ("Notice of Intent"). The applicant shall post the Notice of Intent, on or adjacent to the property, in a location visible to the general public for at least ten (10) continuous calendar days prior to final permit issuance and shall, in writing, notify the Planning Department that the Notice of Intent was posted and include the date of the posting and photographic evidence of the same. The Notice of Intent must state the date of the issuance of the notice, the date of the posting of the notice and shall advise the public that any objection substantiated by a licensed arborist, certified under oath, that the trees to be removed or relocated do not meet the requirements of this tree protection ordinance ("Certificate of Non-compliance"), must be made by filing a notice of appeal and the original Certificate of Non-compliance with the City Clerk within ten (10) calendar days of the date of the posting of the notice. The appeal shall be in accordance with Section 13-27 of the City Code, other than as to the time for filing the appeal, which under these circumstances is ten (10) days.
- C. *Issuance of Permit.* If no appeal is filed with the City Clerk, as stated in the posted Notice of Intent, on or before the end the 10 calendar day notice period referred to above in subsection (5), the permit may be issued. The tree permit shall be posted by the applicant on the property where it is clearly visible to the general public, commencing on the date of its issuance, and it shall remain posted until the authorized work is completed. The property owner shall be responsible for insuring that the tree permit is displayed until the city declares in writing that the authorized work is completed and the permit has been honored without damage to trees.
- (1) The property owner shall provide the City Manager with a performance bond in a form approved by the City Attorney, if required by the City Manager:
 - (a) The City Manager may require the posting of a performance bond to guarantee compliance with all conditions, limitations, and restrictions of the tree permit, including, but not limited to, planting of all required replacement trees.
 - (b) The bond shall be equivalent to one hundred fifty percent (150%) of the estimated replacement cost of the trees to be removed at maturity or any other permitted activity and, with the written consent of the City Manager, may be in the form of a letter of credit from an FDIC insured institution, surety, cash, or certificate of deposit.
 - (c) All performance bonds shall remain in force for a minimum of either one (1) year after the actual completion date of the permitted activity (to ensure that any replanted trees which perish are replaced), or until viability of all replanted trees has been achieved, whichever occurs last.
 - (2) All tree permit applications which remain incomplete for a period of one hundred twenty (120) days shall expire and be null and void at the end of that period of time. A new tree permit application shall be required for all work previously proposed under a permit application which has expired or that has been denied or rejected. Approved permits shall expire, if work as specified, is not commenced within one hundred and eighty (180) days of issuance of the permit.
- D. *Fees.* Fees shall be as set forth in this ordinance or as established in the City's Fee Schedule, the latter of which shall take precedence in the event of a conflict. Applications submitted by government agencies for tree removals solely in areas dedicated to public use may, at the discretion of the City Commission, be exempted from application fees and permit fees.

- E. *Final Inspection.* No later than 18 months following the completion of the authorized work, the applicant shall schedule a final inspection with the City Arborist for verification of compliance with authorized work including any required maintenance of the foliage.
- F. *Tree Trust Fund.*
- (1) There is hereby created a Tree Trust Fund, the purpose of which is to acquire, protect, and to plant trees on public property.
 - (2) Disbursement from Tree Trust Fund. Monies obtained for the Tree Trust Fund shall be disbursed for the acquisition, maintenance, management, protection, or planting of trees on public property or for the preservation of trees through the purchase of lands. This fund shall not be used for or toward the installation of new trees that would already be required for a development.
 - (3) Source of monies for the Tree Trust Fund. Said Tree Trust Fund shall consist of contributions in lieu of, or in conjunction with, required replacement plantings under this tree protection ordinance. The City shall collect funds designated for the Tree Trust Fund when the replacement planting requirements of this ordinance cannot be met and from other sources.
 - (4) Minimum species diversity standards. When more than ten (10) trees are required to be planted, a diversity of species shall be required. The number of species to be planted shall be based on the overall number of trees required. The applicant shall be required to meet the minimum diversity standards as may be set by the City from time to time.
- G. *Tree Mitigation.* All tree mitigation required by this ordinance shall be accomplished in accordance with the requirement set forth in the Miami-Dade County Landscape Manual and or Miami-Dade County Chapter 24-49, as well as in compliance with the provisions of this Section. All replacement trees shall be a minimum of a Florida Grade 1 per the grades and Standards of the State of Florida.
- (1) *Prohibited/Exempt Plant Species.* Mitigation shall not be required for the removal of any prohibited species unless it meets the canopy exception for prohibited plant species.
 - (2) *Tree Quality.* Trees installed as mitigation in accordance with this section shall conform to, or exceed, the minimum standards for Florida Number One as provided in the most current edition of "Grades and Standards for Nursery Plants, Part I and II," prepared by the Florida Department of Agriculture and Consumer Services. Trees shall be planted according to sound nursery practices as illustrated in the Landscape Manual and Landscape code Chapter 18A of the MDC code.
 - (3) *Off-Site Mitigation.* If the total number of trees required as mitigation cannot be reasonably planted on the subject property, the applicant may enter into agreement with the City, to plant excess number of replacement trees on public property within the City or at the option of the City to make a payment to the Tree Trust Fund in accordance with the schedules herein.
 - (4) *Tree Trust Fund.* If the total number of trees required as mitigation cannot be reasonably planted on the subject property, or at the City's direction, as an alternative to the off-site mitigation provided in the Tree removal Section of this ordinance, the applicant shall contribute to the City's Tree Trust Fund the sum of five hundred dollars (\$500.00) per inch DBH required as mitigation in accordance with the Tree removal Section of this ordinance.
- H. *Mitigation Methods.*
- (1) Unless otherwise specified in this tree protection ordinance, where mitigation is required, it shall be allowed by two methods, mitigation trees (on an inch-for-inch basis or as otherwise specified) and mitigation payment. The amount of mitigation is as specified herein below.
 - (2) Mitigation trees shall be of high quality shade species as identified on the South Miami tree list, meeting the specifications of and sited in accordance with the requirements of this tree protection ordinance. The installation of new trees for a development as required by this chapter may count as mitigation for trees removed from the site, except where those removed trees are of a high-quality species. The preference is for mitigation trees to be planted on the site, but

where it is demonstrated that no acceptable space is available, mitigation trees may be planted offsite within city limits. In these instances, the required mitigation trees may be established on a different site within the city limits approved by the city manager or designee, or the city manager or designee may allow a payment in an amount to be made to the city Tree Trust Fund in an amount as set forth in this ordinance.

- (3) Payment shall be made prior to receipt of tree permit, or at such other time as specified in a development order. Mitigation payments received by the city shall be deposited in the city Tree Trust Fund.

I. *Tree Preservation During Development and Construction.*

- (1) *Tree Protection During Construction.* A photographic record of the trees within the proposed barrier area shall be made by the City Arborist before any permit, including a demolition permit, is issued. Trees shall be protected during construction through the use of protective barriers in accordance with the Miami Dade County Landscape Manual or other nationally recognized arboricultural standards approved by the city manager or designee shall be used as guidelines for tree protection, planting, pruning and care during development and construction.
- (2) Trees that are to remain on site or to be relocated, shall be clearly identified with a tag, including an identification reference to the tree survey required as part of the landscape plan or tree permit. A protected area within the drip line of the tree or within a radius of 10 feet measured from the tree trunk, whichever is greater, shall be maintained around trees to remain in accordance with the Landscape Manual, unless the city's certified arborist City Manager otherwise determines in writing that a smaller or larger protected area is acceptable for each tree, or an alternative tree protection method is approved.
- (3) During demolition and/or development, including installation of irrigation systems or any other underground installations, protective barriers shall be placed around each tree and shall remain in order to prevent the destruction or damaging of roots, stems or crowns of such trees, and to prevent the deposition of any fill or compaction to the drip zone of the tree. The barriers shall remain in place and intact until such time as approved landscape operations begin; however, barriers may be removed, subsequent to written permission from the City after an onsite inspection, temporarily to accommodate construction needs, provided that the manner and purpose for such temporary removal will not harm the trees. The trees shall be properly irrigated throughout the building process. Persons who cause tree damaged during construction shall be subject to the penalties set forth in the provisions of Section 20-4.5.1(L). Understory plants within protective barriers shall be protected.
- (4) *Barriers required.* Prior to clearing, demolition, or other construction activities, the city manager or designee shall determine which trees, if any, require protection. Protective barriers shall be constructed, as necessary, to prevent the destruction or damaging of regulated trees that are located within 50 feet of any construction activity or storage of equipment and materials. Barrier placements along subdivision streets are regulated in accordance with the provisions of this section. Trees identified for preservation which are destroyed or severely damaged shall be mitigated in accordance with this section prior to issuance of a certificate of occupancy or use. To avoid conflicts between barrier placements and demolition and construction activities, barriers shall be drawn to scale on the demolition, grading and paving sheets of the development plan.
- (5) *Barrier zones.* All regulated trees in areas of demolition or construction that have not been permitted nor designated for removal by either the terms of the permit or approved development order shall be protected by barrier zones erected and inspected prior to construction of any structures, road, utility service or other improvements. Barricades shall comply with the following:
 - (a) Protective barriers shall be plainly visible and shall create a continuous boundary around trees or vegetation clusters in order to prevent encroachment by machinery, vehicles or stored materials. To further protect tree roots, a layer of wood chips at least eight inches thick shall cover the soil within the barricade. Barricades must be at least three feet tall and

must be constructed of either wooden corner posts at least two by four inches buried at least one foot deep, with at least two courses of wooden side slats at least one by four inches with colored flagging or colored mesh attached, or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached. Heritage trees shall be protected by galvanized chain link fencing a minimum of 48 inches high, 11-gauge wire, two-inch mesh size secured with 17/8 inch line posts no further than 10 feet apart secured at a depth of three feet below soil line. Corners shall be secured with 23/8 inch line posts secured to a depth of four feet below soil line.

- (b) Barriers shall be placed at the greater of the following:
 - (i) At or outside the dripline for all heritage and champion trees and all regulated pine and palm trees;
 - (ii) At a minimum of two-thirds of the area of the dripline for all other regulated species;
or
 - (iii) At the tree root plate.
 - (c) If complying with the above placement of barriers is found to unduly restrict development of the property, the city manager or designee, or the appropriate reviewing board may approve alternative barrier placements or methods of protection provided that at least fifty (50) percent of the area under the canopy dripline remains undisturbed (no grade change or root cut) and further provided that there shall be no disturbance to the tree root plate. Protective barriers may not be removed or relocated without such approval.
 - (d) No grade changes shall be made within the protective barrier zones without prior approval of the city manager or designee. Where roots greater than one inch in diameter are damaged or exposed, they shall be cut cleanly and re-covered with soil within one hour of damage or exposure.
 - (e) Protective barriers shall remain in place and intact until such time as landscape operations begin. If construction needs dictate a temporary removal (for less than twenty-four (24) hours), the city manager or designee, may approve or deny the temporary removal of protective barriers.
 - (f) Landscape preparation in the protected area shall be limited to shallow disking of the area. Disking shall be limited to a depth of four inches unless specifically approved otherwise by the city manager or designee.
- (6) No gas, oil, fill, equipment, building materials or building debris shall be placed within the areas surrounded by protective barriers, nor shall there be disposal of any waste materials such as paints, oils, solvents, asphalt, concrete, mortar or any other materials harmful to trees or understory plants within the areas surrounded by protective barriers.
 - (7) Trees shall be braced in such a fashion as to not scar, penetrate, perforate or otherwise inflict damage to the tree.
 - (8) Natural grade shall be maintained within protective barriers. In the event that the natural grade of the site is changed as a result of site development, such that the safety of the tree may be endangered, tree wells or retaining walls may be required.
 - (9) Underground utility lines shall be placed outside the areas surrounded by protective barriers. If said placement is not possible, disturbance shall be minimized by using techniques such as tunneling.
 - (10) Fences and walls shall be constructed to avoid disturbance to any protected tree. Post holes and trenches located close to trees shall be dug by hand and adjusted as necessary, using techniques such as discontinuous footings, to avoid damage to major roots.
 - (11) If any preserved tree is not alive and healthy three (3) years after the certificate of occupancy is granted, it shall be removed and replaced with the tree or trees that originally would have

been required by this code. The area that was preserved to accommodate the preserved tree shall be maintained in an unpaved condition and the replacement trees established in this area.

- (12) The Planning Department shall maintain, and make available to the public, descriptions and illustrations of tree preservation and protection practices which will assist in assuring that preserved trees survive construction and land development.
- (13) *Inspections.* The city manager or designee shall conduct periodic inspections of the site before work begins and/or during clearing, construction and/or post-construction phases of development in order to ensure compliance with these regulations and the intent of this section.
- (14) *Denial; conditions.* The city manager or designee may deny a proposal for development because one or more champion or heritage trees have not been preserved or adequately protected, or may require special conditions of approval that may include but are not limited to the following:
 - (a) Requiring the trees to be protected with chain-link barricades.
 - (b) Requiring a soil aeration system in the vicinity of tree roots as needed, particularly where fill will be added over roots of preserved trees or where compaction may reduce the availability of water and oxygen to tree roots.
- (15) *Native trees.* At least Fifty (50) percent of trees on the required landscape plan should be native species. Cultivars of native trees are considered native species.
- (16) *Pruning.* All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard to people or property. Tree pruning shall be done in accordance with the most current version of the American National Standard for Tree Care Operations "Tree, Shrub and Other Woody Plant Maintenance" (ANSI A300) and "Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush-Safety Requirements" (ANSI Z133). The pruning or trimming of any tree shall be in accordance with guidelines in the Landscape Manual. No more than twenty-five (25) percent of a tree's living canopy shall be removed within a one-year period. No more than twenty-five (25) percent of the crown should be removed at one time. On young trees, limb removal shall leave no more than thirty-three (33) percent of the trunk bare of branches. So that shade trees can grow with sturdy structure, the top branch or leader shall not be removed. Hooks or climbing spikes shall not be used to climb trees unless the tree is being taken down. Mature trees overgrowing vehicular use areas shall be pruned to allow the passage of emergency vehicles. Excessive pruning, pollarding, or pruning of trees into round balls of crown or branches, which results in an unnecessary reduction of shade and promotes weak branch attachments is prohibited.
- (17) The practice known as "Hat-racking" is not permitted and shall be considered a violation of Section 20-4.5 and Section 20-4.5.1.
- (18) Any other tree abuse, or activity that can effectively destroy a tree, shall also be considered a violation of this section.

J. *Authority to Supervise, Enforce, Modify, and Supplement Regulations.*

- (1) *Planning Department.* It shall be the duty of the Planning Department to coordinate with the City's Arborist and public works personnel to ensure compliance with the regulations contained herein and to cooperate with, and assist the code enforcement personnel in the prosecution of any violation of this section.
- (2) *Code Enforcement Division.* It shall be the duty of the Code Enforcement Division ("Code Enforcement") to prosecute violations of the regulations contained herein. The Code Enforcement Division may prosecute violations in conjunction and cooperation with the Planning Department or on its own initiative.
- (3) *Police Department.* In instances in which a person is found cutting or otherwise causing the destruction of a tree without a permit, in addition to the Code Enforcement agency, the South

Miami Police Department shall require such person or persons to cease such operations until the necessary permit is obtained.

- (4) *City Manager.* The city manager is hereby authorized to enter into agreements with the owners of private property located within the city for the purpose of acquiring easements to plant trees on such property and in consideration for such agreement the private property owner shall acquire ownership of such trees as the city may plant; provided, however, that any such agreement shall limit the duration of the easement to a time period of two years and shall limit the property interest acquired by the city to that distance sufficient to allow the planting and initial maintenance of trees, but in no case to exceed a maximum of a 22-foot setback from the property line or right-of-way held by the city. Provided further, that under such agreement the private property owner shall agree to subsequently maintain the trees planted thereon and shall also agree to hold the city harmless for any liability attributable to the planting or presence of the trees on the private property.
- (5) *Special Master.* The Special Master hearing any appeal or protest of a penalty issued pursuant to this section shall determine if a violation of this tree protection ordinance has been committed and shall not have discretion to lessen the fine set by this ordinance.

K. *Enforcement.*

- (1) *Jurisdiction.* The City shall have jurisdiction for the proper and effective enforcement of this section. The City shall have the right to inspect subject properties in accordance with the approved tree permit and the provisions of this section.
- (2) *Individual Enforcement.* Each tree removed without a tree permit shall constitute a separate and distinct violation and shall be the subject of individual enforcement.
- (3) *Tree Viability After Project Completion.* If the City determines that any tree, that is required to be planted pursuant to a tree permit, is not viable, alive, and growing, one year after all associated development activity on the property is completed, the City shall require that said tree be replaced with the same tree species and size which was originally planted or relocated, as per the approved tree permit or may assess penalties as prescribed in this section for illegal tree removal. Such penalties shall be deposited in the Tree Trust Fund.
- (4) Any person who violates this tree protection ordinance shall be required to pay a fine and shall be, in addition to paying a fine, required to mitigate in accordance with the tree mitigation requirements of this ordinance.
- (5) *Withholding of a New Building Permit.* The removal of any tree in violation of this section shall constitute grounds for withholding new building permits for the subject property until the violation has been corrected, including the payment of all fines and the planting of all trees required as mitigation, pursuant to this section has occurred to the satisfaction of the City. Alternatively, in order to obtain the new building permit, the person in violation may post a performance bond pursuant to 255.05 of the Florida Statutes naming the City of South Miami as Oblige. The bond shall be in the amount of ten percent of the construction cost or ten percent of the appraised value of the property, whichever is greater. The bond will be maintained in place until the violation has been corrected, pursuant to this section.
- (6) *Withholding of a Certificate of Occupancy.* The Planning Department shall not approve the zoning inspection required for a temporary or final Certificate of Occupancy until all violation of this section have been corrected, including the payment of all fines and the planting of all trees required as mitigation, pursuant to this section.
- (7) *Occupational License.* The occupational license of any person who performs any services in the City and who violates this ordinance shall be suspended, or if yet to be issued, shall not be issued, until the violator has complied with this ordinance, paid all fines incurred and complied with all requirements for tree mitigation.
- (8) *Remedies Cumulative.* The remedies provided in this section shall be cumulative to all remedies provided by law and/or equity, and the election of one shall not preclude the other.

- (9) *Costs and Fees.* In the event the City institutes any civil action to enforce the terms of this section in a court of competent jurisdiction, the City shall be entitled to recover the fines imposed pursuant to the violation(s), the cost of trees required as mitigation, the costs associated with the investigation and prosecution, inclusive of a reasonable attorney's fee for prosecuting attorney, together with any equitable and legal remedies deemed reasonable and proper by the court.

L. *Penalties, Remedies Cumulative.*

- (1) *Fine.* Any person, and each agent thereof, including the owner, who, without an appropriate permit required by this ordinance, relocates, trims or removes a tree, and/or orders, instructs or allows others to relocate, trim or remove a tree in violation of this ordinance shall (i) comply with the tree mitigation requirements of this ordinance in the form of replacement trees or, if replacement is not possible, shall pay the amount required in lieu of replacement and (ii) shall pay a fine of two hundred fifty dollars (\$250.00), per violation. Where there are two (2) or more penalties for the same offence, all the penalties shall apply, unless found to be excessive by a court of competent jurisdiction and then the more stringent enforceable penalty or penalties shall apply. All fines and monetary mitigation payments shall be deposited into the Tree Trust Fund. Each tree removed, relocated or trimmed without an appropriate permit, shall constitute a separate and distinct violation, subject to a separate fine and mitigation. If the violator fails to timely complete the requirements of this ordinance for tree mitigation ("Tree Mitigation Violation"), the violator shall pay an additional fine of two hundred fifty dollars (\$250.00) for each day thereafter until the mitigation is completed. The fine for any repeated violation of this ordinance by the same person shall increase to five hundred dollars (\$500.00) for each repeated violation. The fine for a repeated Tree Mitigation Violation by the same person shall be five hundred dollars (\$500.00) per day. The owner of the property where the violation occurred shall be jointly and severally liable for the same fine as the person who removed, relocated or trimmed a tree without an appropriate permit. All of the fines provided for in this ordinance may be increased or decreased by and as set forth in the City's Schedule of Fees and Fines.
- (2) *Tree Mitigation Required.* In addition to the monetary fine established above, the planting of replacement trees shall be required. If the total number of trees required as mitigation cannot be reasonably planted on the subject property by the sole determination of the City Manager who shall be guided by the principal of tree protection and tree preservation, the applicant shall contribute into the City's Tree Trust Fund in an amount based upon the chart below or as otherwise provided more stringently in this section. Mitigation that is required by this ordinance shall be completed within sixty (60) days after the violator has received a citation and shall be in addition to any and all other applicable requirements or sanctions.
- (3) *Irreparable or Irreversible Violations.* In the event the Special Master finds that the unauthorized removal, relocation, or trimming of any tree is irreparable or irreversible in nature, he shall impose a fine not less than two thousand dollars (\$2,000.00) and not to exceed five thousand dollars (\$5,000.00) per violation, plus mitigation as required in this chapter. In determining the amount of the fine in excess of two thousand dollars (\$2,000.00), the Special Master shall consider, the following factors:
- (a) The gravity of the violation;
 - (b) Any actions taken by the violator to correct the violations; and
 - (c) Any previous violations committed by the violator.

M. *Tree Mitigation Value.* This tree value mitigation chart shows the following values which are intended to be minimum levels of replacement for each size of tree removed. This chart and/or the values in the chart may be amended by the City's Fee Schedule from time to time.

Diameter of Tree removed	Number 2" DBH		Diameter 4" DHB		In lieu of Replacement
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2" — 3"	2	or	1	or	\$1,000
4" — 6"	4	or	2	or	\$2,000
7" — 12"	8	or	4	or	\$4,000
13" — 18"	12	or	6	or	\$6,000
19" — 24"	16	or	8	or	\$8,000
25" — 30"	20	or	10	or	\$10,000
31" — 36"	24	or	12	or	\$12,000
37" — 42"	28	or	14	or	\$14,000
43" — 48"	32	or	16	or	\$16,000
49" or greater	40	or	20	or	\$20,000

The above formula approximates the following example:

For every five hundred (500) Square feet of canopy removed, a hardwood tree replacement of at least twelve (12) feet tall would be required. For instance, if two thousand three hundred (2,300) square feet of tree canopy were removed, the replacement requirement would be four (4) 12-foot tall trees and one (1) 8-foot tall tree or at the minimum level of financial contribution, at five hundred dollars (\$500.00) or one dollar and five cents (\$1.05) per square foot of canopy, whichever is greater. This example would require a minimum of two thousand five hundred dollars (\$2,500.00).

- N. *Exemptions.* The following are prohibited and controlled plant species that are exempt from the general tree protection provisions of this section. A no-charge permit will be issued for removal of prohibited and/or invasive non-native plants species.
- (1) Any tree growing in a botanical garden or a licensed plant or tree nursery business.
 - (2) Upon determination in writing by the City Manager that tree permitting requirements will hamper private or public work to restore order to the City after a declared state of emergency by the City Commission.
 - (3) The removal of any tree during or following an emergency such as an act of nature or a life safety issue. The city reserves the right to require mitigation once the life safety issue is resolved.
 - (4) Removal of any dead tree

- (5) Exemption from mitigation. On properties with canopy cover exceeding 50% of the total lot coverage, canopy covering up to ten (10) percent of the lot may be removed per calendar year without mitigation, provided the total canopy cover does not drop below fifty (50) percent.
- (6) A living tree of the following prohibited or nuisance plant species except when present in a dense distribution or substantial canopy coverage deemed to be of significant importance to the aesthetic or environmental benefit to the area as determined by the City Manager:

PROHIBITED NUISANCE PLANT SPECIES	
COMMON NAME	SCIENTIFIC NAME
Australian Pine	Casuarina spp.
Bischofia	Bischofia javanica
Brazilian Pepper	Schinus terebinthifolius
Carrotwood	Cupaniopsis anacardiodes
Castorbean	Ricinus communis
Chinaberry	Melia azedarach
Chinese Tallow Tree	Sapium sebiferum
Ear Tree	Enterolobium cyclocarpum
Earleaf Acacia	Acacia auriculiformis
Eucalyptus	Eucalyptus spp
Guava	Psidium quajava/P. littorale
Indian Laurel, Laurel Fig, Malay Banyan, Chinese Banyan, Glossy Leaf Banyan	Ficus microcarpa
Indian Rosewood, Sissoo	Dalbergia sissoo
Java Plum	Syzygium cumini
Lead Tree	Leucaena leucocephala

Mahoe, Sea Hibiscus	Hibiscus tiliaceus/Talipariti tiliaceum
Melaleuca	Melaleuca quinquenervia
Norfolk Island Pine	Araucaria heterophylla
Orchid Tree	Bauhinia variegata
Poison Wood	Metopium toxiferum
Red beadtrees, Red Sandalwood	Adenanthera pavonina
Schefflera, Umbrella Tree	Schefflera actinophylla/Brassaia actinophylla
Seaside Mahoe	Thespesia populnea
Shoe-button Ardisia	Ardisia elliptica
Silk Oak	Grevillea robusta
Solitaire Palm	Ptychosperma elegans
Tree Bamboo	Bambusa spp.
Tropical Almond	Terminalia cattapa
Weeping Fig	Ficus benjamina
Woman's Tongue	Albizzia lebeck

INVASIVE, NONNATIVE PLANT SPECIES	
Common Name	Scientific Name
Air potato	Dioscorea bulbifera

Arrow bamboo	<i>Pseudosasa japonica</i>
Brazilian pepper	<i>Schinus terebenthifolius</i>
Catclaw vine	<i>Macfadyena unguis-cati</i>
Chinaberry	<i>Melia azedarach</i>
Chinese privet	<i>Ligustrum sinense</i>
Chinese tallow tree	<i>Sapium sebiferum</i>
Chinese wisteria	<i>Wisteria sinensis</i>
Climbing fern	<i>Lygodium japonicum</i> and <i>Lvgodium microphyllum</i>
Cogon grass	<i>Imperata cylindrical</i>
Coral ardesia	<i>Ardisia iaponica</i>
Coral berry	<i>Ardisia crenata</i>
Elephant's ears	<i>Xanthosoma sagittifolium</i>
Glossy privet	<i>Ligustrum lucidum</i>
Golden raintree	<i>Koelreuteria paniculata</i> and <i>Koelreuteria bipinnata</i>
Golden bamboo	<i>Phyllostachys aurea</i>
Henon bamboo	<i>P. nigra</i> cv. "Henon"
Hydrilla	<i>Hydrilla verticulata</i>
Hygrophia	<i>Hygrophia polysperma</i>
Japanese ardisia	<i>Ardisia iaponica</i>
Japanese honeysuckle	<i>Lonicera japonica</i>

Japanese paper mulberry	Brousonettia papyrifera
Kudzu	Pueraria lobata
Mimosa	Albizia julibrissin
Miramar weed	Hvgrophila polysperma
Oyster plant	Tradescantia spathacea
Palm leaf bamboo	Sasa palmata (Arundinaria palmata)
Skunk vine	Paederia foetida
Tropical soda apple	Solanum viarum
White-flowered small-leaved spiderwort	Tradescantia fluminensis
Wandering spiderwort	Tradescantia spp.
Wild taro	Colocasia esculenta

O. *Street Trees.*

- (1) *Street trees.* Street trees shall be planted along the sides of all streets within a development and on the development side of any contiguous street. Street trees shall be planted for every thirty (30) to fifty (50) feet of street frontage, depending on the canopy area needed for the tree species. The widths of driveways along a street shall be subtracted from the linear feet of street frontage length for the purposes of calculating the number of required street trees. In no case shall trees of species with spreading crowns (e.g., live oaks) be spaced closer together than twenty-five (25) feet or shall trees of any species be spaced farther apart than sixty (60) feet. Alleys are exempt from this requirement for street trees. Street tree diversity is to be attained city-wide in order to reduce the effect of loss of street tree species due to insect or disease outbreaks, even though street tree diversity may not be attained on an individual street.
- (2) Street trees shall be high quality shade trees and shall be planted in tree lawns with a minimum width of eight (8) feet, or within tree wells with minimum four-foot by four-foot surface openings.
- (3) On-street parking spaces may be located between street trees, as long as the required number of trees are planted along the street frontage, and the minimum rootzone volume is provided for each tree.
- (4) Tree wells may be enclosed with pavers or other hardscape materials above the required rootzone volume. The landscape architect shall present a recommendation regarding the need for the installation of an aeration system necessary to conduit water and oxygen to the roots of trees within tree wells.

- (5) Where possible, street trees shall be planted between the street and the public sidewalk. Street trees may be planted between the sidewalk and adjacent buildings only where the location of existing or proposed utility lines along the street, or the clear zone requirements of the public works department or other maintaining agency, prevent the location of trees between the street and sidewalk. Where street trees are approved to be planted between the sidewalk and adjacent buildings, the trees may be located as close as five (5) feet away from building face.
- (6) The reviewing board, or the city manager or designee, may require the adjustment of the prescribed build-to line in order to accommodate the required street trees and ensure that the trees will meet separation requirements from utility lines, buildings, and paved areas.
- (7) Where possible, developments shall be designed to preserve as street trees any existing champion, specimen, or heritage trees which are located in the right-of-way or on private property within twenty (20) feet of the right-of-way. Where these trees are preserved, no new construction or grading shall occur within the tree root plate, and new buildings shall be designed so that no more than twenty-five (25) percent of the crown of the trees is removed. The area underneath the canopy of the preserved trees shall be exempt from tree planting requirements, and the required distances between street trees may be modified.
- (8) A minimum ten-foot separation shall be provided between street trees and street stormwater inlets, except where bioretention inlets that incorporate trees are utilized.
- (9) Where the required street trees would overlap with trees that are required to satisfy perimeter landscaping requirements for vehicular use areas, only the requirements for the vehicular use area must be met.
- (10) Size and spacing. Street trees shall be of a species typically grown in Miami-Dade County that normally mature to a height of at least twenty (20) feet. Street trees shall have a clear trunk of four (4) feet, an overall height of twelve (12) feet and a minimum caliper of two (2) inches at time of planting, and shall be provided along all roadways at a maximum average spacing of thirty (30) feet on center, except as otherwise provided in this Chapter. Street trees are not required when a colonnade open to the public is located within four (4) feet of the edge of the roadway. Street trees may be placed within the swale area or shall be placed on private property where demonstrated to be necessary due to right-of-way obstructions as determined by the Public Works Department or the appropriate authority within the municipality. The City may require root barriers as per City rules.
- (11) The maximum average spacing of thirty (30) feet for multiple single-family units shall be based on the total lineal footage of roadway for entire projects and not based on individual lot widths.
- (12) Power lines. Where the height and location of overhead power lines require the planting of low growing trees, street trees shall have a minimum height of eight (8) feet, a minimum caliper of one and one-half (1.5) inches at time of planting, and shall meet the following requirements:
 - (a) Single trunk trees clear of lateral branches to four (4) feet and/or multi-trunk trees or tree/shrubs, as referenced in the Landscape Manual, cleared of foliage to a height of four (4) feet.
 - (b) A maximum average spacing of twenty-five (25) feet on center.
 - (c) Maturing to a height and spread not encroaching within five (5) feet of overhead power distribution lines.
 - (d) Under high voltage (50kV and above) transmission lines installed independent of underbuilt distribution lines, tree height and spread shall not exceed the minimum approach distances specified in the current ANSI (American National Standards Institute) Z133.1 Standards, as referenced in the Landscape Manual.
- (13) *Palms*. Palms which meet all of the following requirements shall count as a required street tree on the basis of one (1) palm per tree.

- (a) Minimum canopy of fifteen (15) feet spread at maturity.
 - (b) Provided at an average maximum spacing of twenty-five feet (25) feet on center.
 - (c) Fourteen (14) foot minimum overall height or minimum caliper of four (4) inches at time of planting.
 - (d) It is provided however that queen palms (*Syagrus romanzoffiana*) shall not be allowed as street trees. No more than thirty (30) percent of the minimum tree requirements may be met by palms.
- (14) Fifty (50) percent of the required trees and/or palms shall be native species.
 - (15) In order to prevent adverse environmental impacts to existing native plant communities, only existing Cabbage Palms (*Sabal palmetto*) may be used to satisfy minimum tree and native plant requirements, except that Cabbage Palms which are rescued from government approved donor sites, transplanted within the site, or commercially grown from seed shall be counted towards the minimum tree and native plant requirements.
 - (16) When trees are requested by a property owner to be planted within the right-of-way, the requesting property owners shall execute a covenant provided by the City to provide for the maintenance of such trees subsequent to planting. Where the State, County, or municipality determines that the planting of trees and other landscape material is not appropriate in the public right-of-way, they may require that said trees and landscape material be placed on private property.
 - (17) Where trees are planted on private property, they shall be placed within seven (7) feet of the edge of the dedicated right-of-way or within seven (7) feet of the edge of the roadway and/or inside edge of a sidewalk on private roads and shall be maintained by the private property owner such that the trees do not interfere with the activities of the right-of-way.
 - (18) Consideration shall be given to the selection of trees, plants and planting site to avoid serious problems such as clogged sewers, cracked sidewalks, and power service interruptions.
 - (19) Street trees are not required along a colonnade which is open to the public and which is located within four (4) feet of the edge of the roadway.
 - (20) Street trees in the Hometown District Overlay shall be located per the street tree requirements set forth under Section 20-7.
 - (21) *Planting in Relation to Utility Lines.* The ultimate, mature height and width of a tree to be planted shall not exceed the available overhead growing space as limited by the tree touching the overhead obstacle. A list of small trees and palms which may be permitted to be planted adjacent to utility lines is available in the University of Florida IFAS "Trees and Powerlines" document.
 - (22) *Emergency Provisions.* In the event that the City Manager determines that any tree in the City may constitute a hazardous condition so as to endanger the public health, safety and general welfare unless it is immediately removed or pruned, the City Manager, or his designee, may verbally authorize the removal of such tree following an onsite inspection of the subject tree without the securing of a removal permit as required by this section. The provisions and requirements of this chapter may be temporarily stayed by a majority vote of the City Commission following the occurrence of a hurricane, tornado, flood, or other natural disaster.

(Ord. No. 29-14-2207, § 1, 12-17-14)

20-4.6 - Environmental review standards.

The following standards shall be utilized by the **environmental review and preservation board** in their review and evaluation of all site and landscape plans as required by this Code.

(A) *Natural Environment.*

- (1) Proposed development shall be designed in such a manner so as to preserve and protect existing environmentally-sensitive lands and natural resources, such as and including soils, ground water, surface water, shorelines, vegetative communities, fisheries and wildlife habitats.
- (2) Natural landscaping shall be retained, insofar as is practical, and additional landscaping shall be added, if necessary, to improve the overall visual quality of the proposed development.

(B) *Buildings and Other Structures.* Proposed structures shall be related harmoniously to the natural terrain, existing buildings and surrounding neighborhood.

(C) *Circulation and Parking.*

- (1) With respect to vehicular and pedestrian circulation, special attention shall be given to the location and number of access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement of parking areas.
- (2) Such areas shall be safe and convenient and not detract from the design of proposed buildings and neighboring properties.

(D) *Storage.*

- (1) Exposed storage utility areas, utility buildings and structures and similar accessory areas and structures shall be subject to such placements, screen plantings or other screening methods as shall be required to prevent their being incongruous with existing or contemplated environment or surrounding properties.

(Ord. No. 15-92-1510, 9-1-92; Ord. No. 12-96-1612, § 2, 7-30-96; Ord. No. 19-96-1619, §§ 6, 7, 10-1-96)

Editor's note— Section 2 of Ord. No. 12-96-1612, adopted July 30, 1996, renumbered § 20-4.6(E) and (F) as § 20-4.9.

20-5.7 - Rezoning and text amendments.

- (A) *Multiple Properties.* Multiple properties in any single application for a rezoning shall be contiguous to one another or accompanied by a unity of title agreement.
- (B) *City Initiated Applications.* An application for a rezoning or text amendment may be initiated by the city commission, planning board, **environmental review and preservation board** or city administration.
- (C) *Intergovernmental Notice.* When an application for a proposed rezoning involves a property located within five hundred (500) feet of the jurisdictional limits of the county or City of Coral Gables, notice of such application, specifying the date, time and place of any scheduled public hearings, shall be transmitted to the planning departments or governing bodies of said jurisdictions.
- (D) *Rezoning Reapplication.* No reapplication for a rezoning shall be accepted by the city within twelve (12) months of the date of final disapproval by the city commission of a previous application for a change in zoning involving the same or substantially the same property, unless evidence is submitted to and accepted by the city commission which justifies such reconsideration.
- (E) *Application Requirements.* With the complete application, applicants shall also submit a letter of intent, a property survey by a registered surveyor and a document indicating the written sworn consent of the owners of at least seventy-five (75) percent of the subject property or persons with a contract to purchase conditioned on rezoning approval. Such consent may be given by duly authorized agents of owners and agency shall be evidenced by a proper written power of attorney.
- (F) *Neighborhood Awareness.* All applications for a rezoning shall be accompanied by a map which reflects all properties and the names of all property owners within a five hundred (500) foot radius of the subject property. A notarized affidavit shall be presented to the Planning and Zoning Department within five (5) business days of submittal of an accepted application, attesting that the applicant gave notice of the proposed application to all the property owners within the noted five hundred (500) foot radius by regular U.S. mail with the exception of the abutting, or contiguous, property owners, who shall be made aware via Certified Mail. The affidavit shall be accompanied by a copy of the notification letter together with copies of the Certified Mail receipts.

(Ord. No. 11-90-1451, 8-21-90; Ord. No. 18-09-2010, § 1, 8-18-09; Ord. No. 17-11-2090, § 1, 4-19-11)

20-5.11 - Site plan review approvals.

- (A) *Applicability.* Site plans shall not require a public hearing but shall be submitted for review and approval by the **environmental review and preservation board** prior to the issuance of a permit for:
- (1) Any new building or other structure which is visible from any public or private street; and
 - (2) Any material alterations to an existing building or other structure which is visible from any public or private street.
- (B) *Standards and Guidelines.* The **environmental review and preservation board** shall review the following aspects of all site plans:
- (1) Scale, color, texture and appropriateness of all proposed buildings and other structures;
 - (2) Quantity, quality and arrangement of all proposed landscaping and open space features;
 - (3) Overall compatibility of the proposed development with the existing and desired character of the property and neighborhood in which located; and
 - (4) The installation of sidewalks along all arterial roadways and compliance with the city's sidewalk policies and requirements.
- (C) *Review and Approval.*
- (1) The **environmental review and preservation board** shall review the proposed site plan at its first regularly scheduled meeting following proper filing of such material.
 - (2) All approved site plans shall bear an official city stamp and the signature of the board chairman presiding at the meeting when such plans were approved.
 - (3) If a site plan is denied or modifications are recommended, the board shall, if possible, make specific findings as to the reasons for such denial or modifications, and recommend appropriate changes to the applicant.
- (D) *Review Exceptions.* Notwithstanding any other regulations of this Code, the **environmental review and preservation board** shall not review any additions or alterations to single family residential dwellings, except for the installation of sidewalks along all arterial roadways and compliance with the city's sidewalk policies and requirements.
- (E) *General Application Requirements.*
- (1) Plans and supporting data as specified in this section shall be submitted with each application.
 - (2) Preliminary plans may be submitted for **environmental review and preservation board** review prior to final plan submittal.
 - (3) Final plans must be submitted prior to a decision of the **environmental review and preservation board**.
 - (4) Required information shall include the title of the project, name of developer, name of planner, architect, engineer, north arrow, date, scale and legal description of the property.
 - (5) The architectural plans for construction of new buildings must be signed and sealed by a Florida registered architect.
- (F) *Existing Site Characteristics.* Information shall be shown reflecting the following existing features of the subject property:
- (1) Property survey by registered surveyor;
 - (2) Rights-of-way and easements;
 - (3) Structures and uses;
 - (4) Photographs of surrounding properties; and

- (5) Zoning districts.
- (G) *Existing Tree Survey.*
 - (1) Except for applications involving single-family dwellings, a tree survey shall be submitted with each site plan approval application.
 - (2) The survey shall give the location, size and specie of all existing trees with more than a three (3) inch DBH caliper trunk size and shall be signed and sealed by a registered surveyor.
- (H) *Proposed Site Plan.* The following information, indicating the proposed character of the developed property, shall be submitted.
 - (1) Name, address and phone of owner and designer;
 - (2) Property lines;
 - (3) Rights-of-way and easements;
 - (4) Structures and uses;
 - (5) Parking spaces, accessways, driveways, sidewalks, wheel stops and curbs;
 - (6) Curb cuts and median openings;
 - (7) Lighting and irrigation systems;
 - (8) Fences and walls;
 - (9) Storm sewers; and
 - (10) Dumpster locations.
- (I) *Proposed Landscape Plan.* The following landscaping information shall be submitted:
 - (1) Proposed trees, shrubs, grass and other vegetation including their location, height, shape, size and type by both common and botanical classifications.
 - (2) Proposed berms, water courses and topographic features, including their location, height, size and shape.
- (J) *Proposed Buildings and Structures.* All proposed structures, fences and walls shall be shown in elevation drawing reflecting their location, size, color, height and construction material.
- (K) *Tabular Summary.* A tabular summary, as required by the building and zoning department, shall be submitted.
- (L) *Expiration.* Final approval by ERPB shall lapse after six (6) months if no permit is applied for.

(Ord. No. 12-90-1452, 7-24-90; Ord. No. 3-94-1552, § 1, 3-1-94; Ord. No. 12-96-1612, § 7, 7-30-96; Ord. No. 19-96-1619, § 8, 10-1-96; Ord. No. 10-08-1945, § 1, 3-18-08; Ord. No. 26-08-1961, § 1, 7-29-08; Ord. No. 17-11-2090, § 1, 4-19-11)

20-5.12 - Planned unit development approvals.

- (A) *Review Procedures.* Upon receipt of a complete application for the approval of a planned unit development, the building and zoning department shall review the application and submit its findings and recommendations to the **environmental review and preservation board** within thirty (30) calendar days from receipt of the application. All procedures and requirements specified below shall apply to applications for planned unit developments.
- (B) ***Environmental Review and Preservation Board Review.***
- (1) The board shall, within thirty (30) calendar days following receipt of the complete application and staff recommendations, formally meet and consider the preliminary development concept plan for the proposed planned unit development.
 - (2) Prior to such meeting, the board may meet with the applicant to review the request at a special meeting.
 - (a) Three (3) working days' notice of such meeting shall be given by posting notice at City Hall.
 - (b) The board, at the chairman's discretion, may consider questions from the public.
 - (3) Preliminary development concept plan review may occur only at a special or regular board meeting, subject to three (3) working days notice.
 - (4) The **environmental review and preservation board** shall make a recommendation on the application at least seven (7) calendar days prior to the date of the scheduled planning board public hearing.
- (C) *Planning Board Action.*
- (1) Within forty-five (45) calendar days after receipt of an application, the planning board shall hold a public hearing on the application.
 - (2) Notice of such hearing shall comply with all requirements of state law and this Code.
 - (3) Within fifteen (15) calendar days after such public hearing, the planning board shall transmit its recommendations to the Ccity Commission.
- (D) *City Commission Action.*
- (1) Within ninety (90) calendar days of receipt of the recommendations of the planning board, the Ccity Commission shall hold a public hearing on an application for a planned unit development.
 - (2) Notice of such hearing shall comply with all requirements of state law.
 - (3) The Ccity Commission shall approve, deny or approve with conditions, modifications, safeguards or stipulations appropriately and reasonably related to the intent, purposes, standards and requirements of the planned unit development regulations contained in Section 20-3.7 of this Code.
- (E) *Final Plans and Reports.*
- (1) Final plans shall be in accord with preliminary plans as approved by the Ccity Commission.
 - (2) Minor changes may be permitted by the city manager, if such changes meet the same physical design requirements as the approved final plans.
- (F) *Changes in Final Plans and Reports.*
- (1) *Major Changes.*
 - (a) Any proposed change which would have the effect of increasing densities or redistributing square footage or altering the height or use of a development is a major change.

- (b) An applicant for a major change shall schedule a preliminary conference with the building and zoning department. The department may accept the application, recommend changes to the application or deny the application.
 - (c) Upon acceptance, the application shall be further considered at another preliminary conference with members of the **environmental review and preservation board**, a representative from the department and the applicant.
 - (d) The application shall then be completed and submitted to the **environmental review and preservation board** for consideration. The **environmental review and preservation board** shall submit recommendations for approval, approval with conditions or denial to the planning board within seven (7) calendar days of its review.
 - (e) The planning board shall receive a complete application and the department shall post and publish public hearing notices. Public hearings shall be held before both the planning board and Ccity Commission.
 - (f) If the application is approved by the Ccity Commission, it shall be submitted to the **environmental review and preservation board** for final aesthetic approval.
- (2) *Minor Changes.*
- (a) Applications for a minor change shall be submitted to the building and zoning department. If the director agrees that the change is minor, he or she shall report on the application to the city manager.
 - (b) The city manager shall make a final decision on the application and communicate the decision to the applicant. The director shall place a copy of the application and decision in the planned unit development file. If the city manager approves the application, notice of the approval also shall be transmitted to the Ccity Commission.
 - (c) A fifteen (15) day waiting period shall apply for all minor changes.
- (G) *Application Requirements.* Applications for approval of a planned unit development shall include:
- (1) *Required Documents.* All plans, maps, designs, studies and reports which may reasonably be required to make the determinations required by these regulations.
 - (2) *Ownership Report.* A report identifying all property ownership and beneficial interest within the boundaries of the proposed planned unit development and giving evidence of unified control of the entire area.
 - (a) The report shall state agreement of all owners or holders of beneficial interest to proceed with the proposed development according to the terms of any final special permit approving the planned unit development, including such modifications as may be set by the Ccity Commission; and
 - (b) The report shall conform in the process of development to the preliminary development concept plan and to proposals for staging of development.
 - (3) *Property Survey.* A survey of the proposed development showing property lines and ownerships; and existing features, including streets, alleys, easements, utility lines, existing land use, general topography and physical features.
 - (4) *Preliminary Concept Plan.* A preliminary concept plan which shall include:
 - (a) Names of proposed development, developer and planner.
 - (b) Scale (1" = 20'), date, north arrow.
 - (c) Location, height, floor area, residential density of existing structures, if any; and location, orientation, height, floor area, residential or other density, and use of proposed structures or portions of structures.

- (d) Conceptual site plan, floor plan and elevations of all buildings, uses and improvements as intended to be located, constructed and used.
 - (e) Points of egress and ingress for pedestrian, vehicular, transit and service traffic, and circulation patterns within and around the proposed development.
 - (f) Location, character and scale of parking and service facilities (area and number of off-street parking spaces, character of mass transit related facilities, location of principal service areas for major structures or complexes, etc.).
 - (g) Relation of adjacent land uses and zoning districts to the proposed planned unit development, including, where view protection is an objective, location of principal public view points into or through the proposed planned unit development.
 - (h) Existing lots or blocks, if any, and general pattern of proposed lots or blocks, if any.
 - (i) Location of existing and proposed systems for pedestrian use or common enjoyment (excluding automotive uses); scale of such systems; indication of open space, open air and internal components.
 - (j) Where determined necessary, a professional market analysis and an analysis of the economic impact of the proposed development may also be required.
 - (k) Any additional information deemed necessary.
- (5) *Special Reports.* Special surveys, approvals, preliminary approvals (as appropriate to the particular case) or reports (such as a report for a Development of Regional Impact) required by county, state or federal governments where a proposed planned unit development is dependent upon such special surveys, approvals or preliminary approvals or reports.
- (6) *Phasing Reports.* Where a planned unit development is to be constructed in stages, indications as to the nature of the planned unit development, uses, location and floor areas, residential or other densities to be developed, and timing of beginning of development of the first stage; and similar information on succeeding stages; provided, that in lieu of an indication of specific timing, initiation of succeeding stages may be made dependent upon completion of all or substantial portions of earlier stages.
- (7) *Common Area Reports.* Proposals concerning the establishment of areas, facilities and improvements for the common use of the occupants or employees of or visitors to the planned unit development shall give adequate assurances to the city that such areas, facilities and improvements will be continued, operated and maintained without future expense to the taxpayers of the city.
- (8) *Restrictive Covenants.* Proposals concerning restrictive covenants, if any, to be recorded with respect to property included in the planned unit development.
- (9) *Submittal Requirements.* Materials submitted with an application for a major change or a minor change to a previously approved planned unit development shall include:
- (a) Letter of intent containing statement of need and justification for changes.
 - (b) Copy of approved final plan and report.
 - (c) Copy of proposed final plan and report.
- (H) *Revocation of Planned Unit Developments Approval.*
- (1) *Revocation Procedures and Standards.*
- (a) *Revocation procedures:* Planned unit development approvals may be revoked by resolution of the Ceity Ceommission. Prior to passing a resolution revoking a planned unit development approval, the Ceity Ceommission shall hold at least one public hearing which shall be advertised in accordance with the requirements of state law and in accordance with the advertising required by Section 20-5.12(D)(2). Prior to holding a public hearing to

revoke a planned unit development approval, the Ceity Ceommission shall request a recommendation from the planning board which shall hold its own public hearing on the subject prior to giving its recommendation. The planning board's public hearing shall be advertised in accordance with the requirements of state law and in accordance with the advertising required by Section 20-5.12 (C)(2). In addition, the owner(s) of record of the subject property shall be notified by registered mail at least sixty (60) days prior to the planning board's first hearing on the subject. If the planning board fails to hold a public hearing or fails to give a recommendation within one hundred twenty (120) days of being requested by the Ceity Ceommission to do so, then the Ceity Ceommission may proceed to advertise and hold its own public hearing and to take action without the planning board's recommendation, provided that the owner(s) of record of the subject property have been notified by registered mail at least once and at least sixty (60) days prior to the Ceity Ceommission 's first public hearing.

- (b) *Revocation standards:* In considering a planned unit development revocation, the planning board and the Ceity Ceommission shall evaluate all relevant information which may come to their attention. A planned unit development approval which meets all requirements for approval under existing comprehensive plan and zoning designations applicable to the subject property shall not be revoked. However, there shall be no vested interest in a planned unit development approval per se and any planned unit development approval that is inconsistent with existing comprehensive plan or zoning designations may be revoked; indeed, such inconsistency may be deemed sufficient grounds for revocation of any planned unit development approval. The phrase "any planned unit development approval" in the preceding sentence shall include approvals for projects which have been fully or partially constructed. In the case of such projects, the revocation of the planned unit development approval shall not in any way cancel any vested right which may apply to the already completed buildings and structures themselves.

(Ord. No. 12-90-1452, 7-24-90; Ord. No. 3-93-1532, 5-4-93; Ord. No. 17-11-2090, § 1, 4-19-11)

20-5.13 - Building permit approvals.

(A) *General Provisions.*

- (1) No person shall erect, construct, reconstruct, excavate for a foundation, alter or change the use of any structure or improvements of land except in conformity with this Code and upon issuance of a building permit indicating what is to be allowed.
- (2) No construction material and equipment shall be placed on any premises, lot or proposed building site prior to building permit issuance.
- (3) A building permit shall not be required for any construction, repair or work in single-family residential districts, provided that:
 - (a) No inspection is required by the city;
 - (b) No approval is required by the ERPB; and
 - (c) All other zoning requirements are followed.
- (4) Regulation enactment or amendment.
 - (a) No building permit, lawfully issued prior to the effective date of this Code or any amendment thereto and in full force and effect at said date, shall be invalidated by passage of this Code or any such amendment.
 - (b) Such permit shall be valid, subject only to the following:
 - i. Building permit provisions;
 - ii. Applicable codes, ordinances, rules and regulations in effect at the time the permit was issued; and
 - iii. Expiration of the permit is not less than sixty (60) days from the effective date of this Code, unless actual construction has begun and continued pursuant to permit terms.

(B) *Procedures.*

- (1) Application for a building permit shall be made to the building and zoning department.
- (2) Two (2) sets of plans shall be submitted. One set shall be returned to the applicant either as approved or disapproved and the other shall be retained by the city.

(C) *Expiration of Building Permit.*

- (1) If work authorized by any building permit has not begun within six (6) months from the date of issuance, said permit shall be considered null and void and a new permit, consistent with all provisions of this Code, shall be required. Construction shall be deemed to have begun at the time of completion of the foundation.
- (2) If work authorized by any building permit has not been substantially completed within two (2) years from the date of issuance, said permit shall be considered null and void and a new permit, consistent with all provisions of this Code, shall be required.

(D) *Application Requirements.*

- (1) All applications for a building permit shall contain those plans, specifications and information as required by the Florida Building Code.
- (2) All applications for a nonresidential development of five thousand (5,000) square feet or more in area which is required to go before the Environmental Review and Preservation Board at a public hearing shall also submit a scale model of the proposed development. The model shall be at a scale of not less than one inch equal to twenty feet (1" = 20') and at least reflect the following structural and site characteristics:
 - (a) Facade colors,

- (b) Facade textures,
 - (c) Parking facilities, and
 - (d) Landscaping.
- (3) Such scale model shall remain on display in the City Hall throughout the entire application process or for such time as the city may desire.

(Ord. No. 17-11-2090, § 1, 4-19-11)

20-5.23 - Satellite antenna procedures.

- (A) *Satellite Earth Station Antennas.* That plans of satellite earth station antennas shall be submitted with each application for a building permit, which shall include a site plan indicating the height, diameter, color, location, setbacks, foundation details, landscaping and screening, and that such plans shall be subject to **approval by the ERPB** and that such antennas shall be subject to the following standards:
- (1) *Location:*
 - (a) In all RS, RT-6 and RT-9 Districts only ground-mounted antennas shall be permitted and such antennas shall be located in the rear yard of that property or in the interior side yard and not visible from the street.
 - (b) In all other districts, roof-mounted antennas shall be permitted, provided, however, that such antennas shall be screened from ground view by a parapet or some other type masonry wall or screening. The minimum height and design of such parapet, wall or screening shall be subject to **approval by the ERPB**.
 - (c) Ground-mounted antennas shall also be permitted in the RM-18, RM-24 and commercial districts subject to the applicable provisions of this section.
 - (2) *Landscaping:*
 - (a) Ground mounted antennas shall be screened by landscaping from view from the street and adjacent property owners so that such antennas are not visible between ground level and eleven (11) feet above ground level as shall be **approved by the ERPB**.
 - (b) In order to reduce the height of the required plant material, berms may be employed in conjunction with the landscaping plan. All plant material, size (at installation), quantity and spacing shall be specified on the landscaping plan or site plan.
 - (3) *Diameter:*
 - (a) The diameter of such antennas shall not exceed ten (10) feet in all RS, RT-6 and RT-9 Districts.
 - (b) The diameter of such antennas shall not exceed fifteen (15) feet in all other districts.
 - (4) *Height:*
 - (a) Ground-mounted antennas shall be limited to a maximum height of eleven (11) feet above grade in all RS, RT-6 and RT-9 Districts and a maximum of fifteen (15) feet above grade in all other districts.
 - (b) Roof-mounted antennas shall be limited to a maximum height of five (5) feet above the roof line or radius of the "dish bowl" in RS, RT-6 and RT-9 districts with a maximum of fifteen (15) feet in all other districts.
 - (5) *Setbacks:*
 - (a) Ground-mounted satellite antennas in the most extended position shall conform to the following minimum setbacks:
 - i. *Rear and Side:* In all RS, RT-6 and RT-9 Districts fifteen (15) feet and in all other districts, rear and side setbacks shall be provided as are required for the principal building on the building site.
 - ii. *Setbacks from Power Lines:* Satellite antennas or any appurtenances thereto, shall be located not less than eight (8) feet from any powerline over two hundred fifty (250) volts.
 - (b) In no case shall such satellite antennas be located closer to the front or side street of a lot or building site than the main or principal building.

- (c) Where such a satellite antenna is located on a building site which is fronting upon two or more streets, the antenna shall maintain the same setback as required for the principal building along each such street.
- (6) *Impervious Coverage:* The impervious coverage of such antennas shall be counted in computing the impervious coverage for auxiliary and accessory use structures located upon the building site.
- (7) *Color:* Such satellite antennas and their appurtenances shall be non-reflective black, green or the same color as the wall to which it is attached (if not freestanding) and, to the extent possible, shall be compatible with the appearance and character of the neighborhood.
- (8) *Number Permitted:* Only one (1) satellite antenna shall be permitted for each principal building. Roof top antennas of three (3) feet or under shall not be limited, but they shall be screened from view with screening **approved by the environmental review and preservation board.**
- (9) *Installation:*
 - (a) The installation or modification of all satellite antennas shall be in accordance with all applicable construction and safety codes and procedures and shall meet the requirements of the Florida Building Code.
 - (b) Roof-mounted antennas shall be anchored to the roof and shall conform with the requirements of the Florida Building Code.
 - (c) All antennas and appurtenances shall be so constructed and installed so as to withstand the forces due to wind pressure as provided for under the Florida Building Code, and all applications shall include signed and sealed drawings by a professional engineer.
- (10) *Maintenance:* Such satellite antennas, appurtenances, landscaping and screening shall be kept and maintained in good condition.
- (11) *Existing Antennas:* All antennas installed prior to February 5, 1991, will be grandfathered in under the following conditions and must be brought into compliance by May 5, 1991 (ninety (90) days):
 - (a) A certified statement by a professional engineer be provided that the existing antenna is installed to the specifications of the Florida Building Code and not an undue hazard to the community; and
 - (b) Appropriate screening shall be done as shall be approved by the city.

(Ord. No. 10-90-1450, 8-21-90; Ord. No. 4-91-1469 (a.k.a. Ord. No. 10-90-1450-A), 2-5-91; Ord. No. 24-98-1672, § 1, 11-17-98; Ord. No. 17-11-2090, § 1, 4-19-11)

20-6.1 - Administrative entities.

(C) **Environmental Review and Preservation Board.**

(1) *Establishment and Membership.*

- (a) An **environmental review and preservation board** is hereby created which shall consist of nine (9) members who reside or work in the City, except as provided in ii. below.
 - i. In accordance with the City Charter, Article II, Section 8, A, each City Commissioner shall appoint one (1) person to serve as a representative on the Board and all members of the Board in excess of five (5) shall be appointed by three (3) affirmative votes of the City Commission based on recommendations submitted by any City Commissioner.
 - ii. Board membership shall include at least one (1) registered landscape architect licensed to practice in the State of Florida. If it is determined by the City Commission that the position of landscape architect cannot be filled by a qualified individual who resides or works in the City, the residency requirement may be waived by the Commission and the position of landscape architect may be filled by a qualified individual who does not reside or work in the City.
 - iii. Board membership shall include two (2), but no more than four (4), architects licensed to practice in the State of Florida.
 - iv. Members of the **environmental review and preservation board** may not work for the City or be employed by any company that has contracts with the City.
 - v. Members shall serve for a term of two (2) years.
- (b) Any member of the board shall be automatically removed for missing five (5) regular meetings in a row, or nine (9) meetings in a twelve-month period.
 - i. The Planning and Zoning Director shall keep a record of meetings missed.
 - ii. The Planning and Zoning Director shall advise the City Commission and the member being removed that such member has been automatically removed.

(2) *Organization.*

- (a) Meetings.
 - i. The board shall hold two (2) regular meetings each month, on the first and third Tuesday of each month.
 - ii. Meetings shall not be held if no plans, specifications or items are submitted for review.
 - iii. Agendas of all meetings shall be posted at City Hall not less than three (3) working days prior to any meetings.
- (c) The board shall elect from its membership a chair and vice-chair for a one-year non-successive term, respectively.
 - i. The chair shall normally preside at all meetings of the board.
 - ii. In the absence or recusal of the chair, the vice-chair shall preside.
- (d) A temporary chair may be elected at any meeting when both the chair and vice-chair are absent or recused.

(3) *Powers and Duties.*

- (a) The board shall have all such powers and duties as are granted by this Code.

- (b) The board shall review and and make recommendations for approval, disapproval or modification on all site plans, projects and specifications as required under the board's mandatory review pursuant to this Code.
 - (c) The board shall review the scale, color, texture and appropriateness of all proposed buildings, additions, and other structures; the quantity, quality and arrangement of all proposed landscaping and open space features; and the overall compatibility of the proposed development with the existing character of the neighborhood and make a recommendation to the City Commission for approval, disapproval or modification.
 - (d) ~~The board shall have the power and the duty to hear and decide matters, specifically prescribed by and in accordance with the terms of this Code.~~
 - (e) The board shall conduct any other function which may be designated or assigned by act of the City Commission.
 - (f) Notwithstanding any other provisions of this Code, the **Environmental Review and Preservation Board** shall not review any additions or alterations to single-family dwellings, unless in the opinion of the Planning and Zoning Director it would significantly affect the character of the neighborhood residence.
 - (g) Notwithstanding any other provisions of this Code, the **Environmental Review and Preservation Board (ERP)** shall review and make a recommendation to the City Commission for approval, disapproval or modification for all new construction, painting, remodeling, landscaping and signage projects to be performed by this municipal government (the City), prior to any permits being issued or any work being performed.
- (4) *Procedures.*
- (a) Quorum and voting.
 - i. A quorum shall be three (3) members.
 - ii. An affirmative vote of a majority of the members present shall be required to pass upon any matter on which the board is required to act under this Code.
 - (b) The board shall keep a permanent record of all proceedings before it.
 - (c) Meetings of the board shall be public and notification of such meetings shall be given in accordance with Code provisions. If any scheduled meeting is not held (whether for lack of quorum or otherwise), then all applications scheduled for such meeting shall be heard and decided by the Planning and Zoning Director of the Building, Zoning, **and Community Development Department???** (or the director's designee) no later than the end of the next business day after the scheduled meeting was to have been held. The director's decision, if for approval, **shall constitute ERP approval.** The seven-day appeal period begins the day after the director's decision.
 - (d) All approved plans and specifications shall bear the official signature of the chair presiding at the meeting at which such plans and specifications are approved.
 - (e) If a set of plans is denied, or modification is recommended, the board shall, to the greatest extent possible, make specific findings as to the reasons for denial and modification, and recommend appropriate changes, if possible.
 - (f) Financial interest.
 - i. Any member of the board who has a special financial interest, direct or indirect, in any matter before the board shall make that interest known and shall abstain from participation therein in any manner.
 - ii. Willful failure to disclose such financial interest shall constitute malfeasance in office and shall render the action voidable by the City Commission.

(D) *Historic Preservation Board.*

(1) *Establishment and Membership.*

- (a) A Historic Preservation Board is hereby created which shall consist of nine (9) members who reside or work in the City.
- i. Each City Commissioner shall appoint one (1) person to serve as a representative on the Board, and all remaining members of such Board or committee in excess of five (5) shall be appointed by three (3) affirmative votes of the city commission based on recommendations submitted by any City Commissioner. Reappointments and/or replacements are to be made in the identical manner as the original appointments.

Reappointments and/or replacements are to be made in the identical manner as the original appointments if the entire Board is to be replaced, otherwise, any commission member may nominate a member for a vacancy by way of a proposed resolution.
 - ii. All members shall be familiar with the purposes of preserving and protecting districts, structures or sites having historic or archeological worth.
 - iii. Board membership shall include two (2) registered architects licensed to practice in the State of Florida. If it is determined by the city commission that the positions of architect cannot be filled by a qualified individual who resides or works in the city, the residency requirement may be waived by the commission and the position of architect may be filled by a qualified individual who does not reside or work in the city. The Board shall include one (1) member who is a licensed Florida attorney ("attorney/member"). If it is determined by the City Commission that the position of attorney cannot be filled by a qualified individual who resides or works in the city, the residency requirement may be waived by the commission and the position of attorney may be filled by a qualified individual who does not reside or work in the city. If the City cannot locate a qualified attorney who is willing to sit on the Board, then the City Commission may fill the attorney/member seat by appointing anyone else who is otherwise qualified to be a member of the Board.
 - iv. Members shall serve for a term of two (2) years.
- (b) Any member of the Board shall be automatically removed for missing three (3) regular meetings in a row or five (5) meetings in a twelve-month period.
- i. The Planning and Zoning Director shall keep a record of meetings missed.
 - ii. The Planning and Zoning Director shall advise the City Commission and the member being removed that such member has been automatically removed.

(2) *Organization.*

- (a) Meetings.
- i. The Board shall hold one (1) regular meeting each month on the last Monday of each month, except in June.
 - ii. Meetings shall not be held if no designation reports, plans, specifications or scheduled matters are to be submitted and/or initiated by the Board for review.
 - iii. Agendas of all meetings shall be posted at City Hall not less than three (3) working days prior to any regularly scheduled meetings, excluding workshops.
- (b) The Board shall elect from its membership a chair and vice-chair for a one-year non-successive term, respectively.
- i. The chair shall normally preside at all meetings of the Board.
 - ii. In the absence of the chair, the vice-chair shall preside.
- (c) A temporary chair may be elected at any meeting when both the chair and the vice-chair are absent or recused.

(3) *Powers and Duties.*

- (a) The Board shall have all such powers and duties granted by state law, Miami-Dade County Code and this Code.
- (b) The Board shall review and recommend approval, disapproval or modification of all applications for final approval by the City Commission of historic district and historic site designations, and site plans and specifications, and Certificates of Appropriateness, as required under this Code.
- (c) The Planning and Zoning Department shall maintain and update files from the Miami-Dade County Historic Survey within the city for the purpose of determining and promoting those districts and sites of special historic or archeological value or interest.
- (d) The Board shall make recommendations to the City Commission on the designation of historic districts and sites, and archeological sites, pursuant to this Code.
- (e) The Board shall endeavor to improve and expand the Miami-Dade County Historic Survey with additional sites, information, oral histories and any other material as may be available, and periodically, to reevaluate the survey to determine whether changing times and values warrant recognition of new or different, historic and/or archeological districts and sites.
- (f) The Board shall, in reference to specific historic districts or sites, or archaeological sites, recommend to the City Commission the use of preservation incentives, including tax incentives and advantages.
- (g) The Board shall make recommendations to the City Commission concerning application for and the utilization of grants from federal and state agencies, or from private groups and individuals, and utilization of city funds to promote the preservation of historically significant districts and sites and archaeologically significant sites.
- (h) The Board shall recommend contact of public and private organizations and individuals, engage in historic and archeological preservation education, and undertake all reasonable and proper means to promote preservation of historically and archaeologically significant properties which are proposed for, or under threat of, demolition, destruction or significant degradation.
- (i) The Board shall evaluate and comment upon decisions by request of other public agencies affecting the physical development and appearance of historically significant districts and sites and archaeologically significant sites, or upon the request of the City Commission.
- (j) The Board shall recommend approval of historic and archeological markers for properties within the city.
- (k) The Board shall advise the city commission on matters related to the use, administration and maintenance of city-owned historically significant properties.
- (l) The Board shall promote and encourage communication and exchange of ideas and information between the Board and owners of historically and archaeologically significant properties, potential developers, public officials, financial institutions, and other interested persons.
- (m) The Board shall have the responsibility to advise the City administration and City Commission on various matters, in accordance with the terms of this Code.
- (n) The Board shall conduct any other function which may be designated or assigned by act of the City Commission.

(4) *Procedures.*

- (a) Quorum and voting.
 - i. A quorum shall be three (3) members.

- ii. An affirmative vote of a majority of the members present shall be required to pass upon any matter on which the Board is required to act under this Code.
 - iii. In instances when the Board considers a designation report, a quorum shall consist of three (3) members, at least one (1) of whom shall be an architect.
- (b) The Planning and Zoning Department shall keep a permanent record of all proceedings before it.
 - (c) Meetings of the Board shall be public and notification of such meetings shall be given in accordance with Code provisions. If any scheduled meeting is not held, then all applications scheduled for such meeting, except designation reports, shall be heard and decided by the Director of the Planning and Zoning Department (or the director's designee) no later than the end of the next business day after the scheduled meeting was to have been held. The director's decision, if for approval, shall constitute Historic Preservation Board approval.
 - (d) All approved designation reports shall bear the official signature of the chair presiding at the meeting at which such reports are approved.
 - (e) Reserved.
 - (f) Financial interest.
 - i. Any member of the Board who has a special financial interest, direct or indirect, in any matter before the Board shall make that interest known and shall abstain from participation therein in any manner.
 - ii. Willful failure to disclose such financial interest shall constitute malfeasance in office and shall render the action voidable by the City Commission.
 - (g) The City's staff, the Director of the Miami-Dade County Office of Historic Preservation, and private parties may make recommendations to the Board for the initiation of designations of historic districts and individual historic sites, whether residential, commercial, industrial or other types of sites. The recommendation shall be addressed to the Board and delivered to the City Clerk by United States mail, facsimile transmission, or e-mail. The Board, in its discretion, may make its own recommendation to the City Commission for the adoption, amendment to or rejection of such suggestions which shall be treated as an application. See Chapter 16-A: Sec. 16-3.1 (4)(a)(2). In such event, the Board shall notify the Planning Director who shall provide due notice to affected parties.

(Ord. No. 11-90-1451, 8-21-90; Ord. No. 20-93-1546, §§ 1, 2, 11-16-93; Ord. No. 18-95-1591, § 1, 10-5-95; Ord. No. 6-96-1606, § 2, 5-7-96; Ord. No. 9-96-1609, § 1, 5-21-96; Ord. No. 12-96-1612, §§ 1, 6, 7-30-96; Ord. No. 19-96-1619, § 5, 10-1-96; Ord. No. 17-97-1638, § 1, 6-3-97; Ord. No. 12-00-1714, § 5, 4-18-00; Ord. No. 8-03-1792, § 1, 5-20-03; Ord. No. 10-03-1794, § 2, 5-20-03; Ord. No. 04-04-1811, § 1, 5-4-04; Ord. No. 06-04-1813, § 1, 6-8-04; Ord. No. 20-05-1842, § 1, 6-14-05; Ord. No. 22-07-1923, § 1, 8-21-07; Ord. No. 20-08-1955, § 2, 6-3-08; Ord. No. 33-09-2025, § 1, 12-8-09; Ord. No. 24-10-2049, § 1, 9-7-10; Ord. No. 17-11-2090, § 1, 4-19-11; Ord. No. 42-11-2115, § 1, 12-6-11; Ord. No. 06-12-2122, § 1, 5-15-12; Ord. No. 12-12-2128, § 1, 8-21-12; Ord. No. 3-13-2150, § 1, 1-8-13; Ord. No. 9-13-2156, § 1, 3-19-13; Ord. No. 03-14-2181, § 1, 3-18-14; Ord. No. 27-14-2205, § 1, 11-6-14; Ord. No. 24-16-2257, § 1, 9-20-16; Ord. No. 30-16-2263, § 1, 11-15-16; Ord. No. 32-16-2265, § 1, 11-15-16; Ord. No. 34-16-2267, § 1, 11-15-16; Ord. No. 17-17-2287, § 2, 9-28-17)

20-6.2 - Appeals and Review.

- (A) **ERP** Decisions; Time; Standing to Appeal. All decisions and recommendations of the **Environmental Review and Preservation Board (ERP)** shall be posted on the City Hall bulletin board immediately following the **ERP** meeting. An applicant may apply for a building permit after two (2) working days (excluding Saturdays, Sundays and legal Miami-Dade County holidays) following the day of the **ERP** meeting, at which the application was given final approval, if all other requirements for the permit have been met.
- (1) An appeal of an **ERP** final decision or recommendation may be taken to the City Commission if filed within thirty (30) days of the **ERP** final decision or before a building permit is issued, whichever comes first. The appeal shall be filed with the City Clerk upon a form prescribed therefor. Appeals may be filed by the applicant, a property owner, business owner, or resident of the City, the City administration, or any interested citizens living in an abutting municipality or unincorporated area, and within five hundred (500) feet of the property under review.
 - (2) An appellate review by the City Commission may reverse the decision of the **ERP** in whole or in part, modify the decision, or remand the matter back to the **ERP** with instructions.
 - (3) Record on Appeal: The evidence on appeal shall be limited to the record which shall consist of the transcript of the proceedings and any documents that were presented at the pertinent meeting ("record on appeal"). The City Clerk shall prepare the record on appeal after the appellant delivers the pertinent transcript. Unless waived in writing by all of the parties to the appeal, the preparation of the transcript is a prerequisite to the appeal. The transcript shall be delivered to the City Clerk at least thirty (30) days prior to the hearing on the appeal. The failure of the appellant to timely deliver the transcript shall be grounds for the dismissal of the appeal or, if good cause is shown for the delay and an extension of time is granted by the City Clerk for the preparation of the transcript, the hearing date for the appeal or review, as well as all other schedule of events, such as service of briefs, shall be extended accordingly notwithstanding any other provision of this ordinance to the contrary.
 - (4) Briefs: The appellant shall prepare a written statement of the issues and an argument ("brief") which shall be filed with the City Clerk, and delivered ("served") by hand, facsimile transmission, e-mail or other acceptable electronic transmission, at least twenty (20) days before the hearing on the appeal or Commission review. The opposing party ("appellee"), which may include the City, may also prepare a brief, if desired, which shall be filed with the City Clerk and served on the appellant at least six (6) days before the scheduled appellate hearing. The appeal shall be limited to the issues raised in the briefs.
 - (5) Appellate Costs: The person who files an appeal, shall pay the applicable appellate filing fee as set forth in the City's Fee Schedule. The appellant (which term shall include the person who files an appeal and the City if the review is instituted by resolution), shall pay the cost of transcribing the testimony and statements made at the pertinent **ERP** meeting. The person, including the City, if deemed to be the prevailing party on the most significant appellate issues, shall be reimbursed the appellate costs, including the cost of the transcript, by the non-prevailing party or parties. If there is more than one (1) non-prevailing party, the costs shall be shared equally between or among them.
- (B) *Stay of Proceedings.* An appeal stays all proceedings in furtherance of the action appealed from, unless the City Commission finds that there is competent substantial evidence to support the finding of facts and conclusions in the certificate of the officer, department director, City employee or board (hereinafter collectively referred to as "Officer") from whom the appeal is taken, that a stay would, in the Officer's opinion, cause imminent peril to life or property or that because the violation charged is transitory in nature a stay would seriously interfere with enforcement of the Code.
- (C) *Restraining Orders.* If certification occurs in accordance with subsection (B) above, proceedings may not be stayed except by a restraining order, which may be granted by the City Commission or by a court of record on application, on notice to the Officer from whom the appeal is taken and on due cause shown.

- (D) *Appeal Hearing.* The City Commission shall hear and enter a decision on all appeals within sixty (60) days of the date of filing said appeal, and shall provide due notice of the appeal to the parties.
- (E) *Commission Action.* The City Commission may reverse, affirm or modify any order, requirement, decision or determination appealed from and shall make any order, requirement, decision or determination that, in the City Commission's opinion, ought to be made in the circumstances.
- (F) *Modification Allowed.* When practical difficulties or unnecessary hardships would result from carrying out the strict letter of a Code provision, the City Commission may, in passing upon appeals, vary or modify any regulation or provision of the Code relating to the use, construction or alteration of buildings or structures or the use of land, so that the spirit of the Code is observed, public safety and welfare secured, and substantial justice done.
- (G) *Prior Denials.* The City Commission shall not be required to hear an appeal or application previously denied if it finds that there has been no substantial change in conditions or circumstances bearing on the appeal or application.

(Ord. No. 27-92-1522, 11-3-92; Ord. No. 10-93-1538, 7-20-93; Ord. No. 4-94-1553, § 1, 3-1-94; Ord. No. 12-09-2004, § 1, 7-21-09; Ord. No. 15-12-2131, § 1, 9-4-12)

20-7.3 - Review procedure.

- (A) *Pre-Application Conference.* All applicants filing an application for a development permit (ADP) within the Hometown District shall first attend a meeting with the director of building, zoning and community development or other designated official (director) to discuss and analyze the proposed application in a non-binding forum.
- (B) *Application for Development Permit.* The contents of an ADP shall be as provided in Chapter 20 of the Code, except that all such application shall include the following items:
 - (1) Application Form: completed, signed, and notarized.
 - (2) Surveys: Two (2) signed and sealed surveys, showing existing structures, boundaries, rights-of-way and easements of record.
 - (3) Fee: Assessed per fee schedule at time application is filed.
 - (4) Site Plan: Three (3) copies of the site plan (see site plan requirements).
 - (5) Building Elevation Drawings: Three (3) copies of the drawings. Building elevations may be schematic in nature, but shall be drawn to scale, be properly dimensioned, and shall indicate proposed building materials and exterior surfaces and finishes. All drawings shall demonstrate treatment of required elements.
- (C) *Completeness.* ADP shall be reviewed for completeness per Section 20-5.4 of the Code.
- (D) *Review.* A complete ADP shall be reviewed by the Director. If the ADP is determined to be in conformance with the Hometown District Standards, the application shall be processed for approval pursuant to the applicable provisions of the Code and the development permit issued by the director without further review by the planning board, **ERP** or the city commission.
- (E) *ADP Not Conforming to HD Standards.* If the ADP includes a use that requires approval as a special use, or if the ADP does not conform to the Hometown District Standards (other than nonconformance with the Architectural Standards), the application shall be processed as provided in Sections 20-5.5 through 5.9, as appropriate.
- (F) *ADP Not Conforming to HD Architectural Standards.* ADPs not conforming to the Architectural Standards shall be reviewed by the **ERP** pursuant to the site plan review process established in Section 20-5.11 of the Code.
- (G) *Established Nonconforming Uses.* The provisions of Sections 20-3.3(B) and 20-4.8 shall apply to established nonconforming uses within the HD boundaries.

(Ord. No. 19-93-1545, § 1, 10-19-93)

20-7.5 - Definitions.

Terms used throughout this article shall take their commonly accepted meaning unless otherwise defined in the Code. When there are conflicts between the Code and this article, this article shall control terms requiring interpretation specific to this article as follows:

Accessway: A street or driveway which traverses a parcel providing access to an abutting street, alley, or other vehicular use area.

ADP: Application for development permit: An application for any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance or any other official action of the city having the effect of permitting land development.

Alley: A 20'—24' wide way providing access to the rear of lots and buildings.

Arcade/colonnade: A covered, open-air walkway at standard sidewalk level attached to or integral with the building frontage; structure overhead is supported architecturally by columns or arches along the sidewalk; required to extend beyond the build-to line. These standards permit encroachment by habitable spaces on upper floors over any arcade along a city street, or elsewhere if approved by the entity controlling the right-of-way.

Building depth: The absolute distance between the outer wall surface of the building frontage and the outer wall surface of the rear wall of the building.

Building frontage: The side of a building which faces the primary street.

Build-to line: An alignment established a certain distance from the property line, along which the building shall be built. Front porches and handicap ramps shall be exempt from build-to line requirements, and must occur behind the property line.

Clear zone: In the corners created by the intersection of two (2) streets, the area outside of an established radius which shall be kept clear of obstructions to emergency vehicles. A smaller corner curb radius may occur within a clear zone.

Contributive buildings: Buildings officially identified on the regulating plan for their architectural merit, historic significance, or effectiveness at creating quality public spaces; these properties are to receive special consideration for parking.

Corner curb radius: The radius of the curved street edging at intersections. Radii shall not exceed the appropriate maximum prescribed in the Street Standards.

ERP: The **environmental review and preservation board**, an appointed board of the City of South Miami.

Expression line: An exterior cornice or molding delineating the division between the first story and the second story.

Fence line: The alignment along which fences, walls, or hedges shall be located.

Front porch: An un-air-conditioned roofed structure, at the ground floor level or first floor level, attached to the front of a building, open except for railings and support columns.

Ground floor area: The area on the ground occupied by a building, excluding arcades and colonnades.

Historic building: A building that has been designated by the City of South Miami per the historic preservation portion of the regulations.

Lot coverage: The percentage of the gross area of a given lot which contains buildings. Outbuildings do not count toward lot coverage.

Lot frontage: The property line adjacent to the primary street right-of-way.

Open yard space: The portion(s) of a lot free of buildings or impervious surfaces.

Outbuilding: A separate building detached from the primary building on a lot.

Parking surface: An area designated for parking constructed with any of the following surfaces: turf block, gravel, brick, pavers, asphalt, or concrete.

Stoop: A small platform or staircase leading to the entrance of a house or building. A stoop may occur forward of the build-to line only when the stoop does not restrict free movement of pedestrians along sidewalks.

Story : The horizontal division of a building between the surface of a floor and the surface of the next floor above, or the next ceiling if there is no floor above. All stories will be counted towards the maximum building height, but there is no limit on the height of a story.

(Ord. No. 19-93-1545, § 1, 10-19-93; Ord. No. 12-96-1612, §§ 8, 9, 7-30-96; Ord. No. 07-17-2277, § 2, 4-4-17)

20-7.14 - Regulating plan—Special areas.

Because of the irregular geometry of a few lots caused by the intersection of US1 with other streets in the Hometown District, and other lot-configuration constraints, certain properties may not be required to meet all of the provisions in the Basic Standards but may be subject to customized regulatory conditions instead, at the discretion of the director of building, zoning and community development. The customized regulatory conditions for each of the special areas are as follows:

- (A) *Special Area #1:* Maximum lot coverage and minimum open yard space requirements are waived for properties in this area. Building frontage requirements shall be observed for property lines facing both Red Road and US1. Design is subject to ERPB approval.
- (B) *Special Area #2:* Maximum lot coverage and minimum open yard space requirements are waived for properties in this area. Buildings shall have two (2) front sides, meeting storefront design requirements. Building frontage requirements shall be observed for all frontages including US1, SW 58th Avenue, and SW 71st Street. Design is subject to ERPB approval.
- (C) *Special Area #3:* A gasoline/service station is a permitted use in this area, subject to ERPB approval of the specific design. For any other use, building frontage requirements shall be observed for property lines facing both US1 and SW 73rd Street.

20-7.15 - Architectural standards—Intent.

The architectural standards are pre-approved and are intended to provide a degree of predictability about the quality of building designs and to promote harmony among buildings without requiring an appearance before and approval by a review board for every project. Applicants with projects which conform to these standards may obtain approval from the departmental staff without appearing before **ERPB**. Appearance before **ERPB** remains an optional route. Every permissible option is not described herein; other options may be approved by **ERPB**.

Wherever these architectural standards may conflict with the City of South Miami Land Development Code, these architectural standards shall apply for properties within the Hometown District.

The lists of permitted materials and configurations come from study of traditional buildings found in South Florida and have been selected for their appropriateness to the visual environment and climate.

A primary goal of the architectural standards is authenticity. The standards encourage construction which is straightforward and functional, and which draws its ornament and variety from the traditional assembly of genuine materials. The standards generally discourage 'imitation' materials, such as simulated wood, to avoid a tacky image for the neighborhood.

(Ord. No. 19-93-1545, § 1, 10-19-93)

20-7.22 - Architectural standards—Roofs and gutters.

(A) *Materials.*

Roofs:

- Metal:
 - Galvanized
 - Copper
 - Aluminum
 - Zinc-Alum
- Shingles:
 - Asphalt, Metal, or Fiberglass
- Tiles:
 - Clay, including Terra Cotta
 - Concrete

Gutters:

- Copper
- Painted or Vinyl Clad Aluminum
- Painted Galvanized Steel

(B) *Configurations.*

Roofs:

- Metal: Standing Seam, 24" maximum spacing
- Shingles: Square, Rectangular, Fishscale, or Shield
- Tiles: Barrel, Spanish, French, or Flat

Gutters:

- Rectangular section
- Square section
- Half-round section

(C) *General Requirements.* All runoff will be captured by gutters and routed with enclosed downspouts to an approved drainage area.

Downspouts are to match gutters in material and finish.

Any machinery as defined in Section 20-3.6(Q) of the Code shall be screened from view using either one of the screening systems **pre-approved by ERPB** and pre-approved by the city commission, or a system specifically **approved by ERPB** for applicant's project.

Permitted Roof Types: hipped, gabled, shed, barrel vaulted and domed. Flat roofs are permitted only where used as outdoor useable space.

(Ord. No. 19-93-1545, § 1, 10-19-93)

20-7.24 - Architectural standards—Colors.

The Color Palette list, maintained in the department of building, zoning and community development, identifies exterior paint/finish colors that are pre-approved for buildings in the Hometown District. Other colors may also be permissible **with approval by ERPB**. Departmental staff shall maintain a color chip chart or display illustrating the range of pre-approved colors. Sherwin-Williams standard paint numbers are used on the Color Palette list for reference, but any manufacturer's paint is acceptable if similar in color. This list reflects the community's desires to encourage a range of colors for visual variety, to encourage light colors for energy savings, and colors appropriate for the subtropical environment.

The following requirements apply:

- (A) Applicants may choose up to four colors for a single building (one (1) or two (2) body colors, one (1) or two (2) trim colors, and one (1) accent color; these may be the same or different).
- (B) Body colors are intended for building walls, garden walls and other primary building elements, and shall be used for no less than seventy (70) percent of the painted surface area of any one floor of the building. Recommended but not required: use of two (2) shades of body color— one above and one below an expression line between the first and second floors.
- (C) Trim colors are intended for door frames, storefront elements, windows and window frames, railings, shutters, ornament, fences and similar features. Trim colors shall be used for no more than thirty (30) percent of the painted surface area of the building. Recommended but not required: Trim colors usually appear best in a lighter shade than the body color.
- (D) The accent color is used to highlight special features such as doors, shutters, gates, ornament, or storefront elements. The accent color shall be used for no more than twenty-five (25) percent of the painted surface of the building.

(The Color Palette list shall be established by the commission **after ERPB recommendation**.)

(Ord. No. 19-93-1545, § 1, 10-19-93)

20-7.52 - Procedure for special exception.

- (A) Special exceptions under Ordinance No. 19-94-1569 [Sections 20-7.51, 20-7.52] may be granted only after a minimum of two (2) public hearings. The first public hearing shall be before the planning board, at which time the planning board shall review the project and provide to the city commission an advisory recommendation regarding approval, approval with conditions, or disapproval. The second public hearing shall be held before the city commission and shall be held no sooner than seven (7) calendar days following the planning board hearing. Public notice requirements, as specified in Section 20-5.5(C) and (G), Applications requiring public hearings, shall be followed.
- (B) Requests for special exceptions under Ordinance No. 19-94-1569 [Sections 20-7.51, 20-7.52] shall be in a form acceptable to the city manager and shall include each exhibit required per Section 20-7.3(B), Application for Development Permit, and per Section 20-7.4, Site Plan Requirements. In addition, the city commission, at its discretion, may require additional exhibits and may defer approval of the special exception application or schedule an additional public hearing or hearings to review those exhibits.
- (C) The city manager shall have authority to require additional review and approval by the environmental review and preservation board for developments involving special exception, which review shall follow the procedure set forth in Section 20-5.11 of this Code.
- (D) The city commission may grant a special exception upon four (4) affirmative votes of its members.

(Ord. No. 19-94-1569, § 1, 11-1-94)

20-8.2 - Definitions.

Terms used throughout this Ordinance shall take their commonly accepted meaning unless otherwise defined in the Code. When there are conflicts between the Code and this Ordinance, this Ordinance shall control terms requiring interpretation specific to this Ordinance as follows:

Accessway: A street or driveway which traverses a parcel providing access to an abutting street, alley, or other vehicular use area.

Alley: A twenty (20) feet to twenty-four (24) feet wide way providing access to the rear of lots and buildings.

Arcade/colonnade: A covered, open-air walkway at standard sidewalk level attached to or integral with the building frontage; structure overhead is supported architecturally by columns or arches along the sidewalk; required to extend beyond the build-to-line. These standards permit encroachment by habitable spaces on upper floors over any arcade along a City street, or elsewhere if approved by the entity controlling the right-of-way.

Building depth: The absolute distance between the outer wall surface of the building frontage and the outer wall surface of the rear wall of the building.

Building frontage: The side of a building which faces the primary street.

Build-to line: An alignment established a certain distance from the curb line to a line, along which the building shall be built. Front porches and handicap ramps shall be exempt from build-to line requirements, and must occur behind the property line.

Fence line: The alignment along which fences, walls, or hedges shall be located.

Ground floor area: The area on the ground occupied by a building, excluding arcades and colonnades.

Historic building: A building that has been designated by the City of South Miami per the historic preservation portion of the **Environmental Review and Preservation Board** regulations.

Lot coverage: The percentage of the gross area of a given lot which contains buildings.

Lot frontage: The property line adjacent to the primary street right-of-way.

Open yard space: The portion(s) of a lot free of buildings or impervious surfaces.

Parking surface: An area designated for parking constructed with any of the following surfaces: turf block, gravel, brick, pavers, asphalt, or concrete.

Story : The horizontal division of a building between the surface of a floor and the surface of the next floor above, or the next ceiling if there is no floor above. All stories will be counted towards the maximum building height, but there is no limit on the height of a story.

(Ord. No. 9-97-1630, § 1, 4-1-97; Ord. No. 07-17-2277, § 3, 4-4-17)

20-8.9 - Special exceptions.

- (A) A Special Exception as used in the T.O.D.D. shall mean a permitted use that complies with all the conditions and standards for the district as well as those set forth below. For those existing uses in this district, any alterations or additions to those buildings that result in the building being designated as a Large Scale Development, shall conform to the provisions of this ordinance. Existing heights of existing buildings and existing floors may remain in their current condition; however, additional floors, if authorized, may be added in accordance with this ordinance.
- (B) Any site that is in excess of forty thousand (40,000) square feet or any development, as defined in section 380.04, Florida Statutes (hereinafter referred to as "Development"), in excess of four (4) stories shall be designated as a Large Scale Development it shall be reviewed by the Planning Board and it shall require approval by the City Commission. The square footage of an alteration or addition to an existing site and the square footage of the existing site that is being altered or to which an addition is being proposed shall be included in the computation of the size of the Development project in order to determine if it is a Large Scale Development.
1. Special exceptions, if granted, shall be valid if new construction commences within eighteen (18) months from the date of final approval and is substantially completed within two (2) years from the date of issuance of the first building permit. The time for substantial completion may be extended by the city commission upon application filed prior to the expiration of the substantial completion period and upon demonstration of good cause.
 2. For the purpose of this section 20-8.9, substantial completion shall mean the stage in the progress of the project where the work on the project or designated portion of an approved phased project is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the project, or designated portion of an approved phased project, for its intended use, or the project has received either a temporary certificate of occupancy or a certificate of occupancy. In order to be an "approved phased project" the Owner must obtain City Commission approval for the phases of the project.
 3. Any property designated as a Large Scale Development may have residential uses on the first floor, however, residential uses are not permitted on the first floor within that portion of the building or development fronting on the main street. The phrase "main street" means the thoroughfare that abuts the property line of the building or development and which has the most traffic, as compared to any other street that abuts the property.
- (C) General Requirements. A Large Scale Development shall be approved and permitted by the City Commission at a public hearing, after the planning board makes its recommendation, provided that such use is specifically listed as a permitted use in the appropriate district column in the Permitted Use Schedule of the Land Development Code (section 20-3.3D, as may be amended), and that such use complies with the following general requirements and any other requirements that the City Commission may consider appropriate and necessary.
1. All such uses shall comply with all requirements established in the appropriate zoning use district, unless additional or more restrictive requirements are set forth below or by the City Commission.
 2. All such uses must be of a compatible and complementary nature with any existing or planned surrounding uses.
 3. The City Commission shall determine the overall compatibility of the development with the existing or planned surrounding uses.
 4. If during the review process it is determined that the development, as proposed, will potentially cause adverse impact, the Planning Department shall recommend remedial measures to eliminate or reduce, to the extent possible, these impacts. Development projects that are recommended for remedial measures will not be required to submit a new application unless it is determined by the Department that additional changes which would have the effect of

increasing densities, square footage or altering the height or use of a Development have been made. Remedial measures may include, but are not limited to:

- i. Additional screening or buffering;
- ii. Additional landscaping;
- iii. Building orientation;
- iv. Relocation of proposed open space, or alteration of the use of such space;
- v. Pedestrian and bicycle safety and access;
- vi. Changes to ingress and egress;
- vii. Addressing traffic flow to and from the development to avoid intrusion on local streets in nearby single family residential areas; or
- viii. Improvement of the streets adjacent to the project, if applicable.

(D) Project Approval.

(a) Required Conditions. Prior to approving a Large Scale Development the City Commission must find that the development meets the requirements set forth in subsection (C) above and that it:

1. Will not adversely affect the health or safety of persons residing or working in the vicinity of the proposed use;
2. Will not be detrimental to the public welfare, property or improvements in the neighborhood; and
3. Complies with all other applicable Code provisions.

(b) Additional Conditions. The City Commission may designate such additional requirements in connection with the approval of a Large Scale Development as will, in its opinion, assure that such development will conform to the foregoing requirements.

(E) Reapplication for Development Review. No reapplication for a Large Scale Development review under section 20-8.9 shall be accepted by the City within six (6) months of the date of final disapproval by the City Commission of a previous application involving the same or substantially the same project, unless evidence is submitted and accepted by the City Commission which justifies such reconsideration.

(F) No single use in the T.O.D.D. Zone shall exceed a gross floor area of eighty thousand (80,000) square feet, except residential uses.

(G) Within the MU-5 subcategory, the maximum height of new buildings or existing building with additions shall be limited to a maximum of four (4) stories, as permitted, unless the development earns a bonus as set forth in section 20-8.10. However, in no event shall a development exceed eight (8) stories, as permitted with bonus, nor shall it exceed one hundred (100) feet.

(H) Where there is no minimum distance between adjacent buildings, nor a minimum building setback from a property line, one (1) of the first two (2) of the following conditions shall be met:

1. If the distance from the exterior wall to the property line is less than five (5) feet, the applicant must provide the Planning Department with a copy of a maintenance easement applicable to the adjacent property; or
2. The structure shall be built on the property line and the owner shall give an attachment easement to the adjacent property owner(s).
3. In no instance shall a roof overhang extend beyond the property line, except in the front of the building.

(I) The granting of a special exception shall be conditioned on the Applicant signing an agreement with the City, in a form acceptable to the City, which shall include all of the conditions required for the

granting of the special exception ("Development Agreement"). The Development Agreement, after it has been drafted by the City Attorney shall be subject to approval by the City Commission. A separate agreement or covenant ("Covenant") that provides for maintenance of common elements and any other condition specified as a prerequisite to approval of the special exception ("Maintenance Covenants") shall be signed by the owner of the property in question. The Maintenance Covenant shall be treated as a covenant running with and binding the land upon which the Development is situated and it shall be recorded in the land records of Miami-Dade County and, at the option of the City and if allowed by law, the Maintenance Covenant may be re-recorded when necessary or required to maintain, uninterrupted, the effectiveness of the covenant running with the land. The Covenant shall provide that the owner and his/her/its grantees, heirs, successors and assigns ("Owner") shall comply with the Maintenance Covenants at the Owner's expense and without any cost to the City.

- (1) In the event that any special exception condition includes the development of any common areas ("Common Areas"), the Maintenance Covenant shall include the following provisions: (a) the Common Areas shall continue in existence, as part of the structure and those Common Areas shall be operated and maintained at the expense of the Owner of the property so long as the Development continues to exist, in whole or in part; (b) the operation and maintenance of the Common Areas shall include a provision for landscaping in accordance with an approved site and development plan, approved by the City Commission and the Environmental Review and Preservation Board, or as amended from time to time with approval of the City Commission, the maintenance of the landscape as well as other maintenance services and private security protection of the Common Areas; (c) the Owner shall continue, operate and maintain the Common Areas in such a manner as to keep such areas in good order, clean, attractive, fully functional (subject to interruption for maintenance, repair, restoration and renovation) and, generally, so as not to create a nuisance to owners, occupants and users of the adjacent land and surrounding areas and to the general public.
- (2) The Maintenance Covenant shall define the phrase "continue, operate and maintain", as it applies to landscaping, to include, but not limit it to, the following activities:
 - (a) The monitoring of the landscape areas by a recognized landscape expert, acceptable to the City, and the preparation of reports by such expert certifying that the landscaping is in compliance or is not in compliance with the approved Landscape Plan and all provisions included in such plan pertaining to pruning, fertilizing and general maintenance; the reports shall be prepared annually; and
 - (b) The replacing of plants, trees, shrubs or the like, at the Owner's sole expense, as determined by the landscape expert to be necessary in order for the landscaping to perpetually be in compliance with the Landscape Plan.
 - (c) In the event that the City disagrees with the opinion of the landscape expert hired by the Owner, the City shall have the right to hire its own landscape expert whose decision shall be final. If the City's expert agrees with the expert hired by the Owner, the City shall pay the cost of its own expert, otherwise, the Owner shall pay the cost of the City's expert.
- (3) The Development Agreement and the Maintenance Covenant shall contain the following provision:
 - (a) In the event the Owner breaches its agreement ("a Default") and fails to cure the default within thirty (30) days ("the Cure Period") after receiving written notice of the default or fails to use all due diligence in commencing the cure and in proceeding to effectuate the cure. If the Owner is unable to timely cure the default after receiving written notice, the Owner may request an extension of time from the City Commission which shall be granted ("Extended Cure Period") upon presentation of substantial competent evidence establishing the Owner's good faith and due diligence, justifiable reasons for the delay and the amount of time needed to cure the default. In the event that the Owner fails to cure the default within the Cure Period, or within the Extended Cure Period, whichever is greater, a fine shall be assessed against the owner in the amount of one hundred fifty dollars (\$150.00), or such

amount as may be set forth in the City Fee Schedule, for each day the owner remains in default thereafter.

- (b) In the event that a fine is assessed against the Owner, or the City incurs any expense towards curing the default, the City shall have the right to file a lien, or a continuing special assessment lien, as may be applicable, against the property and file a lien foreclosure action for the full amount of money incurred by the City for said expense as well as for any fine that has been assessed. The City's lien shall be perfected upon being recorded in the land records in Miami-Dade County, Florida and shall be of equal rank and dignity as the lien of City's ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to, or against the land in question, unless in conflict with state statutes or Miami-Dade County code.
 - (c) The City shall have the right to proceed against the Owner to collect the above-described costs and expenses without resorting to a lien and/or lien foreclosure. The City's remedies shall include all those available in law or in equity, including injunctive relief. The exercise of one available remedy shall not be deemed a waiver of any other available remedy.
 - (d) Invalidation of any of the covenants identified in this section 20-8.9, by judgment of court shall not affect any of the other provisions, which shall remain in full force and effect. In the event of a violation of the Development Agreement or the Maintenance Covenant, in addition to any other remedies available, the City of South Miami is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as the declaration of restrictive covenants in lieu of unity of title are complied with. All rights, remedies and privileges granted pursuant to the Development Agreement and/or Maintenance Covenant shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
- (J) Development Agreements, as well as all amendments and revocations thereto, shall comply with F.S. §§ 163.3220—163.3243, as amended by the Florida Legislature.
- (K) This ordinance shall apply to all projects that commence the plan review process with the City's Planning and Zoning Department on or after May 16, 2012.

(Ord. No. 9-97-1630, § 1, 4-1-97; Ord. No. 20-99-1694, § 3, 11-16-99; Ord. No. 26-10-2051, § 1, 9-7-10; Ord. No. 13-11-2086, § 1, 3-1-11; Ord. No. 08-12-2124, § 1, 6-5-12)

20-8.12 - Architectural standards—Intent.

The Architectural Standards are pre-approved and are intended to provide a degree of predictability about the quality of building designs and to promote harmony among buildings without requiring an appearance before and approval by a review board for every one project. Applicants with projects which conform to these standards may obtain approval from the Departmental staff without appearing before **ERP**. Appearance **before ERP** remains an optional route. Every permissible option is not described herein; other options may be **approved by ERP**.

Wherever these Architectural Standards may conflict with the City of South Miami Land Development Code, these Architectural Standards must apply for properties within the T.O.D.D. District.

The lists of permitted materials and configurations come from study of traditional buildings found in South Florida and have been selected for their appropriateness to the visual environment and climate.

A primary goal for the Architectural Standards is authenticity. The standards encourage construction which is straightforward and functional, and which draws its ornament and variety from the traditional assembly of genuine materials. The standards generally discourage imitation materials, such as stimulated [simulated] wood to avoid a tacky image for the neighborhood.

(Ord. No. 9-97-1630, § 1, 4-1-97)

20-9.5 - Development review procedures.

- (A) Applicants shall meet in pre-application conference with the Planning and Zoning Division staff to discuss and analyze proposed applications in non-binding forum. Staff may prescribe special conditions in order to assure the overall compatibility of the proposed uses and physical structures with the neighboring uses and physical structures.
- (B) Applicants shall submit an application for development responding to the pre-application conference findings in the form prescribed under the provisions of Section 20-5, entitled Article V. Procedures and Applications, as contained in the Land Development Code.
- (C) Upon receipt of applications for development, the Planning and Zoning staff shall review the application and assure that proposed uses and physical structures are compliant with the purpose, intent and requirements of this article and applicable Code requirements.
- (D) Upon the staff's determination of compliance with the purpose, intent and requirements of this article and applicable Code requirements by the Planning and Zoning Division, the application shall be reviewed **by the ERPB**, as regulated by Section 20-5.11.
- (E) Applicants shall **incorporate ERPB conditions**, if any, and apply for all required building, electrical, mechanical, plumbing and utility permits, as regulated by Section 20-5.13.

(Ord. No. 1-97-1622, § 1, 2-18-97)

20-10.4 - General requirements and minimum standards.

- (A) Applicants regulated by this Ordinance may request a pre-application conference with the City. Such request shall be submitted with a non-refundable fee of \$500.00 to reimburse the City for the cost and fees incurred by the conference.
- (B) Each applicant shall apply to the City for a permit providing the information as required by this Ordinance and a nonrefundable fee of \$1,500 to reimburse the City for the costs of reviewing the application.
- (C) The City shall review the application and determine if the proposed use complies with applicable Sections of this Ordinance and other regulations. Every new telecommunication tower and antenna shall be subject to the following minimum standards:

1. Lease Required.

- a. Any construction, installation or placement of a telecommunications facility on any property owned, leased or otherwise controlled by the City shall require a Lease Agreement executed by the City and the owner of the facility. Any lease of public property shall be considered and acted on in accordance with the requirements of the Charter and Code of Ordinances of the City of South Miami.

The City may require, as a condition of entering into a Lease Agreement with a telecommunications service provider, the dedication of space on the facility for public health, safety and communication purposes, as well as property improvement on the leased space. Any dedications and improvements shall be negotiated prior to execution of the lease.

- b. Any construction, installation, or placement of a telecommunication facility on any property owned, leased or otherwise controlled by a private property owner shall require a Lease Agreement or letter of consent executed by the property owner and the owner of the facility, unless the property owner and owner of the facility are the same.
- 2. Principal or Accessory Use. Towers and antennas may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of a tower or antenna on the same lot.
 - 3. Lot Size. For purposes of determining whether the installation of a tower or antenna complies with zoning regulations, the dimensions of the entire lot shall control, even though the towers or antennas are proposed to be located on leased parcels within such lot.
 - 4. **ERP Review.** The **Environmental Review and Preservation Board (ERP)** shall review and recommend approval, disapproval or modification on all site plans, projects and specifications relating to applications for new telecommunication towers and antennas, and modifications to existing towers and antennas. The **ERP's** review shall include, but not be limited to, those design criteria specifically enumerated by this ordinance and all other applicable criteria, as outlined by the Land Development Code.
 - 5. Height. All towers shall be as low in height as technologically and economically feasible, provided that no tower shall exceed 125 feet in height.
 - 6. Setbacks. Towers must be setback a minimum distance of 110% of the height of the telecommunications tower from the property line. This requirement may be waived by the City Manager, at the direction of the City Commission, with respect to stealth towers.
 - 7. Inventory of Existing Sites. Each applicant shall review the City's inventory of existing telecommunications towers, antennas, and approved sites. All requests for sites shall include specific information about the proposed location, height and design of the proposed telecommunications tower, structure, or state of the art technology that does not require the use of new telecommunications towers, or new structures can accommodate, or be modified to accommodate, the applicant's proposed antenna. Evidence submitted to demonstrate that no

existing telecommunications tower, structure or state of the art technology is suitable shall consist of any of the following:

- a. An affidavit demonstrating that the applicant made diligent efforts to seek permission to install or collocate the applicant's telecommunications facilities on City-owned telecommunications towers or usable antenna support structures located within a ½ mile radius of the proposed telecommunications tower site.
- b. An affidavit demonstrating that the applicant made diligent efforts to install or collocate the applicant's telecommunications facilities on towers or useable antenna support structures owned by other persons located within a ½ mile radius of the proposed telecommunications tower site.
- c. An affidavit demonstrating that existing towers or structures located within the geographic search area as determined by a radio frequency engineer do not have the capacity to provide reasonable technical service consistent with the applicant's technical system, including but not limited to, applicable FCC requirements.
- d. Existing towers or structures that are not of sufficient height to meet applicable FCC requirements.
- e. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
- f. The applicant's proposed antenna would cause electromagnetic or radio frequency interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures could cause interference with the applicant's proposed antenna.
- g. The fees, cost, or contractual provisions required by the owner in order to share an existing telecommunications tower or structure or to adapt an existing telecommunications tower or structure for sharing are unreasonable ["unreasonable" means a cost in excess of the cost to construct a new telecommunications tower].
- h. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.
- i. The applicant demonstrates that state of the art technology used in the wireless telecommunications business and within the scope of applicant's FCC license, is unsuitable. Costs of state of the art technology that exceed new telecommunications tower or antenna development shall not by itself be presumed to render the technology unsuitable.
- j. Any additional information required by the City. If the City does not accept the full evaluation as provided as accurate, or if the City disagrees with any part of the evaluation, the City may hire the appropriate professionals to assess the submitted evaluation at the applicant's expense.

This information is public record. The City does not warrant or represent that the information is accurate or that the sites are available or suitable.

8. Engineering Report. All applicants for new towers and antennas, or for towers and antennas which are to be modified or reconstructed to accommodate additional antennas, or for which a special use is required, must present a certified report by a professional engineer, which shall include the following:
 - a. A site plan which includes, without limitation, a legal description of the parent tract and leased parcel, if applicable; on-site and adjacent land uses and zoning classifications; and, a visual impact analysis and photo digitalization of the telecommunications tower and all attachments including associated buildings and equipment containers, close-up and at distances of 250 feet and 500 feet from all properties within that range, or at other points agreed upon in a pre-application conference.

- b. An analysis of any additional impacts on adjacent properties.
 - c. If applicable, a narrative of why the proposed telecommunications tower cannot comply with the requirements as stated in this Section.
 - d. Type of telecommunications tower and specifics of design.
 - e. Current wind-loading capacity and projection of wind-loading capacity using different types of antennas as contemplated by the applicant. No telecommunications tower shall be permitted to exceed its wind loading capacity as provided for by the Florida Building Code.
 - f. A statement of non-interference, which states that the construction and operation of the tower, including reception and transmission functions, will not interfere with public safety communication, or with the visual and customary transmission or reception of radio, television, or similar services, as well as other wireless services enjoyed by adjacent properties.
 - g. A statement of compliance with all applicable building codes, associated regulations and safety standards as provided herein. For all towers attached to existing structures, the statement shall include certification that the structure can support the load superimposed by the telecommunications tower. Except where provided herein, all towers shall have the capacity to permit multiple users; at a minimum, monopole towers shall be able to accommodate 2 users.
 - h. Any additional information deemed by the City to be necessary to assess compliance with this Ordinance.
9. Collocation. Pursuant to the intent of this Ordinance, collocation of telecommunication antennas by more than one provider on existing telecommunication towers shall take precedence over the construction of new telecommunication towers. Accordingly, in addition to submitting the information required by Section 20-10.4(C)(7), each applicant shall comply with the below criteria:
- a. Each application shall include a written report certified by a professional engineer, stating:
 - i. the geographical service area requirements;
 - ii. mechanical or electrical incompatibility;
 - iii. any restrictions or limitations of the FCC that would preclude the shared use of the telecommunication tower; and
 - iv. any additional information required by the City.
 - b. To encourage a reduction in the number of towers that may be required to site antennas in order to meet the City's increasing demand for wireless service, new towers shall be structurally designed to accommodate the collocation of antennas as follows:
 - i. All towers over 80 feet and up to 125 feet in height shall be structurally designed to accommodate at least two providers.
10. Incentive for Use of Existing Structures. Pursuant to the intent of this Ordinance, the City shall provide the following incentives to service providers:
- a. The review of all applications submitted by providers seeking to collocate on a pre-existing telecommunications tower or to rent space on a proposed new telecommunications tower, shall be completed by the City no more than 30 days following the filing of a completed application, provided that the application does not require special use approval.
 - b. The review of all applications submitted by providers for the placement of antennas on existing structures shall be completed by the City no more than 30 days following the filing of a completed application, provided that the application does not require special use approval.

11. Aesthetics. Towers and antennas shall meet the following requirements:
 - a. All applications for the installation of new towers, antennas or accessory equipment buildings, or the modification of existing towers, antennas or accessory equipment buildings shall be reviewed by the ERPB as provided in this Code.
 - b. Towers shall either maintain a galvanized steel finish or, if allowed by FAA standards, shall be painted a neutral color to reduce visual obtrusiveness.
 - c. The design of accessory buildings and related structures shall use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings to minimize visual impact, as determined by the ERPB.
 - d. All telecommunications tower sites must comply with any landscaping requirements of the City Land Development Code and all other applicable aesthetic and safety requirements of the City, and the City may require landscaping in excess of those requirements in order to enhance compatibility with adjacent residential and non-residential land uses.
 - e. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a color that is neutral, identical to, or compatible with the color of the supporting structure, as determined by the ERPB, to make the antenna and related equipment as visually unobtrusive as possible.
 - f. No signals, artificial lights or illumination shall be permitted on any tower or antenna unless required by the FAA. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views. To the maximum extent possible, lighting shall be oriented away from residential districts.
12. Local, State or Federal Requirements. The construction, operation, maintenance and repair of telecommunications facilities are subject to the regulatory supervision of the City, and shall be performed in compliance with all laws and practices affecting the subject, including, but not limited to, the Land Development Code, building code and safety codes. The construction, operation and repair shall be performed in a manner consistent with the applicable industry standards, including the Electronic Industries Association. All towers and antennas must meet or exceed current standards and regulations of the FAA and the FCC, including emission standards. They must meet the requirements of all federal, state and local government agencies with the authority to regulate towers and antennas prior to issuance of a building permit by the City. If such standards and regulations are changed and require retroactive application, then the owners of the towers and antennas governed by this Ordinance shall bring such facilities into compliance with such revised standards and regulations within six months of their effective date, unless a different compliance schedule is mandated by the controlling agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for removal of the tower or antenna at the owner's expense.
13. Building Codes & Safety Standards.
 - a. To ensure the structural integrity of telecommunications towers, the owner shall construct and maintain the telecommunications tower in compliance with the Florida Building Code, and all other applicable codes and standards, as amended from time to time. A statement shall be submitted to the City by a professional engineer certifying compliance with this subsection upon completion of construction and, or, subsequent modification. Where a pre-existing structure, including light and power poles, is requested to be used as a stealth facility, the facility, and all modifications to it, shall comply with all requirements, as provided in this Ordinance. Prior to issuance of a building permit, the City may require the taking of soil borings at the proposed site, at the expense of the applicant, to assist in the professional analysis and review of the telecommunication tower's foundation in order to evaluate the design of the foundation.
 - b. The City reserves the right to conduct periodic inspection of telecommunications towers to ensure structural and electrical integrity. If, upon inspection, the City concludes that a tower fails to comply with any building or safety codes and industry construction or maintenance

standards, or constitutes a danger to persons or property, then upon notice, the owner of the tower shall have 30 days to bring the tower into compliance. Failure to bring the tower into compliance within 30 days from receipt of notice shall constitute grounds for imposing a fine and for removal of the tower or antenna at the owner's expense.

14. Signage. No signs, including commercial advertising, logo, political signs, flyers, flags, or banners, whether or not posted temporarily, shall be permitted on any part of an antenna or telecommunication tower, except for warning, danger or other signs designed to maintain public safety and Federal, State, or Municipal Flags located on a stealth facility designed to look like a flagpole.
15. Measurement. For purposes of measurement, telecommunication tower setbacks and separation distances shall be calculated and applied to facilities located in the City irrespective of municipal and county jurisdictional boundaries.
16. Not Essential Services. Towers and antennas shall be regulated and permitted pursuant to this Ordinance and shall not be regulated or permitted as essential services, public utilities or private utilities.
17. Franchises and Licenses. Owners and, or, operators of towers or antennas shall certify that all franchises and licenses required by law for the construction or operation of a wireless telecommunication system in the City have been obtained and shall file a copy of all such franchises and licenses with the City.
18. Inspections; Reports; Fees.
 - a. Telecommunication tower owners shall provide written certification to the City every two years confirming the structural and electrical integrity of the installation. The certification shall be signed and sealed by a professional engineer.
 - b. The City may conduct periodic inspection of telecommunications towers, at the owner's expense, to ensure structural and electrical integrity and compliance with the provisions of this Ordinance. The owner of the telecommunications tower may be required by the City to have more frequent inspections should there be an emergency, extraordinary conditions or other reason to believe that the structural and electrical integrity of the telecommunication tower is jeopardized. There shall be a maximum of one inspection per year unless emergency or extraordinary conditions warrant additional inspections.
19. Bonding. The owner of a telecommunications tower shall, prior to commencing construction, post a bond equal to an amount no less than \$25,000, which bond shall be posted to insure the obligation identified in Section 20-10.10.

(Ord. No. 24-98-1672, § 2, 11-17-98; Ord. No. 17-11-2090, § 1, 4-19-11)

20-10.5 - Uses requiring administrative approval.

(A) The following uses may be approved by the City Manager [or the Manager's designee] after the **ERP**, or the City Commission per Section 20-6.2, has recommended **approval**:

1. Stealth Facilities.

a. Stealth rooftop or building mounted antennas, not exceeding 25 feet above the roofline and 10 feet above the maximum height of the applicable zoning district, shall be permitted as an accessory use in the following zoning districts:

MO	Medium-Intensity Office
SR	Specialty Retail
TODD	Transit-Oriented Development District

b. Stealth towers not exceeding 125 feet in height shall be permitted as a principal or accessory use in the following zoning districts:

MO	Medium-Intensity Office
SR	Specialty Retail
TODD	Transit-Oriented Development District

c. A stealth tower and antenna designed to look like a light pole may replace a light pole, which existed before the adoption of this Ordinance, located in the PR district, provided that the height of the stealth tower and antenna do not exceed the height of the existing light pole by more than ten (10) feet.

d. Upon receipt of the appropriate application, the City Manager, at his or her sole discretion, will determine the application's consistency with the definition of a stealth facility.

2. Non-Stealth Facilities.

a. Non-Stealth antennas mounted to buildings or rooftops, not exceeding 15 feet above the roofline and 5 feet above the maximum height of the applicable zoning district, shall be permitted as an accessory use in the following zoning districts:

MU-5/TODD	Transit-Oriented Development District
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- b. Any non-stealth building or rooftop antennas approved administratively shall only be permitted on buildings in excess of 40 feet in height.

(Ord. No. 24-98-1672, § 2, 11-17-98)

20-10.9 - Accessory equipment building.

Accessory equipment buildings used in conjunction with the operation and maintenance of antennas shall be permitted subject to the following requirements:

- (A) ERPB review is required.
- (B) Must conform to the applicable zoning district's dimensional standards.
- (C) If the site is already occupied by a principal building, the provider shall attempt to utilize the existing building for its antenna-related equipment. If the provider is unable to use the existing building, it must provide a report to the City describing the reasons which disallow it from using the existing building.
- (D) Shall be designed, constructed, and installed in compliance with this Code, the Florida Building Code, and all other applicable codes.

(Ord. No. 24-98-1672, § 2, 11-17-98; Ord. No. 17-11-2090, § 1, 4-19-11)

20-11.2 - Designation procedure for historic sites.

- (A) *Report Required.* Prior to the designation of an individual historic or archeological site, an investigation and formal designation report must be filed with the Historic Preservation Board.
- (B) *Historic Preservation Board Recommendation.* The Historic Preservation Board shall make recommendations to the City Commission concerning all properties proposed as historic sites, districts or archeological zones.
- (C) *Proposals and Preliminary Evaluation and Recommendation.*
 - (1) Application for designation of individual properties and districts **may be made to the Planning and Zoning Department** by any member of the Historic Preservation Board, the **Environmental Review and Preservation Board**, the City Commission, the City administration or the property owner(s) of the subject property for designation.
 - (2) The Historic Preservation Board shall conduct a preliminary evaluation of available data for conformance with the criteria set forth herein and may direct the preparation of a formal designation report by one (1) of the members of the Board. The Historic Preservation Board may then meet as a body and develop recommendations to transmit to the City Commission regarding designations.
- (D) *Historic Preservation Board Findings.*
 - (1) If the Board finds that the proposed designation meets the intent and criteria set forth in this Code, it shall transmit such recommendation to the Planning Board and City Commission with the designation report and any additions or modifications deemed appropriate.
 - (2) If the Board finds that the proposed designation does not meet the intent and criteria in this Code, no further action shall be required, except that the Board's action may be appealed in accordance with the provisions of this Code.
- (E) *Planning Board Review.*
 - (1) Following a favorable recommendation by the Historic Preservation Board, a proposed designation shall be implemented by the adoption of an "HP-OV" Historic Preservation Overlay zone for the property set forth in the historic designation report.

The Planning Board shall determine if the designation is compatible with the goals and policies of the Comprehensive Plan, and if the proposed historic site and/or district regulations would change any existing zoning district regulations such as, for example, permitted use, height, floor area ratio, yard setbacks or off-street parking. The review shall be pursuant to the provisions set forth in Section 20-5.5, Applications requiring public hearings. The recommendation of the Planning Board on the proposed designation shall be transmitted to the City Commission.
- (F) *City Commission Public Hearing.*
 - (1) *Public Hearing Requirement.* The City Commission shall hold a public hearing, pursuant to the provisions set forth in Section 20-5.5(G) and notice requirements of subsection (2) and as required by the provisions of the City Charter, on each proposed designation within sixty (60) calendar days of the recommendation by the Historic Preservation Board and/or the filing of the completed designation report.
 - (2) *Notice Requirement.* At least ten (10) calendar days prior to the public hearing for each proposed designation of an individual site, district or zone, the Planning and Zoning Director shall mail a copy of the designation report to the owner at the address listed on the most recent tax rolls as notification of the intent of the City Commission to consider designation of the property.
 - (3) *Objections.* Upon notification, any owner of a property proposed for individual designation who wishes to object shall submit to the City Clerk's Office a notarized statement certifying the objection to the designation.

(Ord. No. 42-11-2115, § 4, 12-6-11)

City Commission Agenda Item Report

Meeting Date: December 4, 2018

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Ordinance

Agenda Section:

Subject:

An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article VI, Section 20-6.1(C) and 20-6.2 to amend the powers of the ERPB and to make other revisions concerning appeals. 3/5 (Commissioner Welsh)

Suggested Action:

Attachments:

[Ord Amending 20-6.1\(C\) & 6.2v2sa.docx](#)

- 1 (b) Any member of the board shall be automatically removed for missing five
2 (5) regular meetings in a row, or nine (9) meetings in a twelve-month period.
3 i. The Planning and Zoning Director shall keep an attendance record of
4 board meetings missed.
5 ii. The Planning and Zoning Director shall advise the City Commission
6 and the member being removed that such member has been
7 automatically removed.

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10 (3) *Powers and Duties.*

- 11 (a) The board shall have all such powers and duties as are granted by this Code.
12 (b) The board shall review and make recommendations for approval,
13 disapproval or modification on all site plans, projects and specifications as
14 required under the board's mandatory review pursuant to this Code.
15 (c) The board shall review the scale, color, texture and appropriateness of all
16 proposed buildings, additions, and other structures; the quantity, quality and
17 arrangement of all proposed landscaping and open space features; and the
18 overall compatibility of the proposed development with the existing character
19 of the neighborhood and make a recommendation for approval, disapproval,
20 or approval with modifications.
21 ~~(d) The board shall have the power and the duty to hear and decide matters,~~
22 ~~specifically prescribed by and in accordance with the terms of this Code.~~
23 (e) The board shall conduct any other function which may be designated or
24 assigned by act of the City Commission.
25 (f) Notwithstanding any other provisions of this Code, the **Environmental**
26 **Review and Preservation Board** shall not review any additions or alterations
27 to single-family dwellings, unless ~~in the opinion~~ of the Planning and Zoning
28 Director believes that it would significantly affect the character of the
29 residence.
30 ~~(g) Notwithstanding any other provisions of this Code, the **Environmental**~~
31 ~~**Review and Preservation Board** (ERPB) shall review all new construction,~~
32 ~~painting, remodeling, landscaping and signage projects to be performed by~~
33 ~~this municipal government (the City), prior to any permits being issued or~~
34 ~~any work being performed.~~

35 (4) *Procedures.*

- 36 (a) Quorum and voting.
37 i. A quorum shall be five ~~three~~ (5~~3~~) members.
38 ii. An affirmative vote of a majority of the members present shall be
39 required to pass upon any matter on which the board is required to act
40 under this Code.

- 1 (b) The board shall keep a permanent record of all proceedings before it.
- 2 (c) Meetings of the board shall be public and notification of such meetings shall
 3 be given in accordance with Code provisions. If any scheduled meeting to
 4 review applications is not held (whether for lack of quorum or otherwise), or
 5 if the ERPB fails to address an application that is pending review by the
 6 ERPB, or fails to make a recommendation without deferring the review of
 7 the application to the next regularly scheduled meeting, or if the ERPB defers
 8 action on an application more than twice, then all such applications scheduled
 9 for such meeting shall be heard and decided by the Planning and Zoning
 10 Director of the Building, Zoning, and Community Development Department
 11 (or the Director's designee) no later than the end of the next business day
 12 after the scheduled meeting was to have been held. The Director's decision,
 13 if for approval, shall be the final constitute ERPB approval recommendation.
 14 The seven-day appeal period begins the day after the Director's decision.
- 15 (d) All approved plans and specifications shall bear the official signature of the
 16 chair presiding at the meeting at which such plans and specifications are
 17 approved. Planning and Zoning Director.
- 18 (e) If the board makes a recommendation to the Planning and Zoning Director
 19 for denial or modification for a set of plans is denied, or modification is
 20 recommended, the board shall, to the greatest extent possible, make specific
 21 findings as to describe the reasons for the recommendation of denial and or
 22 modification, and recommend appropriate changes, if possible.
- 23 (f) — Financial interest.
- 24 i. — Any member of the board who has a special financial interest, direct or
 25 indirect, in any matter before the board shall make that interest known
 26 and shall abstain from participation therein in any manner.
- 27 ii. — Willful failure to disclose such financial interest shall constitute
 28 malfeasance in office and shall render the action voidable by the City
 29 Commission.

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 33 **20-6.2 - Appeals and Review.**

34 (A) ERPB Administrative Decisions; Time; Standing to Appeal. All decisions and
 35 recommendations of the Environmental Review and Preservation Board (ERPB)
 36 of any Administrative Department shall be in writing, delivered to the applicant
 37 and they are subject to review by appeal to the City Commission shall be posted
 38 on the City Hall bulletin board immediately following the ERPB meeting. An
 39 applicant may apply for a building permit after two (2) working days (excluding
 40 Saturdays, Sundays and legal Miami-Dade County holidays) following the day of
 41 the ERPB meeting, at which the application was given final approval, if all other
 42 requirements for the permit have been met. (1) An appeal of an ERPB a final
 43 Administrative decision or lack of final action by the ERPB subsequent to the

1 item being scheduled for ERPB action or recommendation may be taken to the
2 City Commission if a request for appellate review (“Notice of Appeal”) is filed
3 delivered to (“served on”) the City Clerk within thirty (30) days of the ERPB
4 receipt of the final decision or before a building permit is issued, whichever
5 comes first. All documents are deemed filed upon delivery of the document to the
6 City Clerk. The appeal shall be filed with the City Clerk upon a form prescribed
7 therefor by the City Clerk. Appeals may be filed by any affected person, including
8 but not limited to a person living, working, or who owns any property or business,
9 in the City or the applicant, a property owner, business owner, or resident of the
10 City, the City administration, interested citizens in an abutting municipality or
11 unincorporated area that is and within five hundred (500) feet of the property
12 under review. The person filing the Notice of Appeal is the appellant and the
13 opposing party is the appellee.

14 (2) On appellate review, by the City Commission may reverse or affirm the
15 Administrative action decision of the ERPB in whole or in part, modify the
16 decision, or remand the matter back to the ERPB Administrative Department with
17 or without guidance instructions.

18 (3) Record on Appeal: The evidence on appeal shall be limited to the documents
19 record which shall that consists of the written decision of the Administrative
20 Department, a transcript of the proceedings, if any, and any the documents
21 that were presented to the Administrative Department and any documents
22 taken into consideration by that Administrative Department—at the pertinent
23 meeting (“record on appeal”). The City Clerk shall prepare the record on
24 appeal after the appellant delivers the pertinent transcript. Unless waived in
25 writing by all of the parties to the appeal, the preparation of the transcript, if
26 one is available, is a prerequisite to the appeal. The City Commission may
27 request a partial or full transcript. If the City Commission requests a
28 transcript, it must be file with the Clerk and it will be a prerequisite to a final
29 decision regarding the appeal unless the City Commission subsequently
30 withdraws this requirement. The transcript shall be delivered to the City Clerk
31 at least thirty (30) days prior to the hearing on the appeal. The failure of the
32 appellant to timely deliver the transcript shall be grounds for the dismissal of
33 the appeal or, if good cause is shown for the delay and an extension of time is
34 granted by the City Clerk for the preparation of the transcript, the hearing date
35 for the appeal or review, as well as all other schedule of events, such as
36 service of briefs, shall be extended accordingly notwithstanding any other
37 provision of this ordinance Section to the contrary.

38 (4) Briefs: The appellant shall prepare a written statement of the issues and an
39 argument (“brief”) which shall be filed with the City Clerk and delivered
40 (“served”) served on all opposing parties by hand, facsimile transmission, e-mail
41 or other acceptable electronic transmission, at least twenty-six (20-26) days before
42 the hearing on the appeal or Commission review. The opposing party
43 (“appellee”), which may include the City, may also prepare a brief, if desired,
44 which shall be filed with the City Clerk and served on the appellant at least six (6)
45 days before the scheduled appellate hearing. The appeal shall be limited to the
46 issues raised in the briefs and facts contained in the record on appeal.

1 (5) Appellate Costs: The recoverable appellate costs are limited to the filing fee,
2 the cost to prepare a transcript, if any, and the cost of copying the documents that
3 make up the record on appeal. ~~The person who files an appeal,~~ appellant shall
4 pay the applicable appellate filing fee as set forth in the City's Fee Schedule and
5 the cost incurred by the City in making the record on appeal. ~~The appellant~~
6 ~~(which term shall include the person who files an appeal and the City if the~~
7 ~~review is instituted by resolution), shall pay the cost of transcribing the testimony~~
8 ~~and statements made at any the pertinent ERPB meeting.~~ The non-prevailing party
9 shall pay the recoverable appellate costs incurred by the prevailing party. A
10 prevailing party is the party person, including the City, if deemed to be the
11 prevailing party who has prevailed on the most significant appellate issues in the
12 appeal, shall be reimbursed the appellate costs including the cost of the transcript,
13 by the non-prevailing party or parties. If there is more than one (1) non-prevailing
14 party, the costs shall be ~~shared~~ paid equally by all of ~~between or among~~ them.
15 The failure of a non-prevailing party to pay the appellate costs shall be a violation
16 of this Section.

17 (B) Stay of Proceedings, Certification. An appeal stays all proceedings in
18 furtherance of the action appealed from, unless the City Commission finds that
19 there is competent substantial evidence to support the finding of facts and
20 conclusions in the certificate of the officer, department director, City employee or
21 board (hereinafter collectively referred to as "Officer") from whom the appeal is
22 taken, that a stay would, in the Officer's opinion, cause imminent peril to life or
23 property or that because the violation charged is transitory in nature a stay would
24 seriously interfere with enforcement of the Code.

25 (C) Restraining Orders. If certification occurs in accordance with subsection (B)
26 above, proceedings may not be stayed except by a restraining order, which may
27 be granted by the City Commission or by a court of ~~record~~ competent jurisdiction
28 on application, on notice to the Officer from whom the appeal is taken and on due
29 cause shown.

30 (D) Appeal Hearing. The City Commission shall hear and enter a decision on all
31 appeals within sixty (60) days of the date of filing ~~said~~ the Notice of Appeal and
32 shall provide due notice of the ~~appeal~~ appellate decision to the parties.

33 (E) Commission Action. The City Commission may reverse, affirm or modify any
34 order, requirement, decision or determination appealed from and shall make any
35 order, requirement, decision or determination that, in the City Commission's
36 opinion, ought to be made in the circumstances.

37 (F) Modification Allowed. When practical difficulties or unnecessary hardships
38 would result from carrying out the strict letter of a Code provision, the City
39 Commission may, in passing upon appeals, vary or modify any regulation or
40 provision of the Code relating to the use, construction or alteration of buildings or
41 structures or the use of land, so that the spirit of the Code is observed, public
42 safety and welfare secured, and substantial justice done.

43 (G) Prior Denials. The City Commission shall not be required to hear an appeal or
44 application previously denied if it finds that there has been no substantial change
45 in conditions or circumstances bearing on the appeal or application.

46

1
2 **Section 2. Codification.** The provisions of this ordinance shall become and be
3 made part of the Code of Ordinances of the City of South Miami as amended.
4

5 **Section 3. Ordinances in Conflict.** All ordinances or parts of ordinances and
6 all sections and parts of sections of ordinances in direct conflict herewith are hereby
7 repealed.
8

9 **Section 4. Severability.** If any section, clause, sentence, or phrase of this
10 ordinance is for any reason held invalid or unconstitutional by a court of competent
11 jurisdiction, this holding shall not affect the validity of the remaining portions of this
12 ordinance or the Guidelines adopted hereunder.
13

14 **Section 5. Effective Date.** This ordinance shall become effective upon
15 enactment and shall apply retroactively to all pending appeals regarding any matter that
16 was filed for review with the Environmental Review and Preservation Board.
17
18
19

20 PASSED AND ENACTED this ____ day of _____, 2018.

21
22 ATTEST:

APPROVED:

23
24
25 _____
26 CITY CLERK
27 1st Reading
28 2nd Reading
29

MAYOR

30
31 READ AND APPROVED AS TO FORM:
32 LANGUAGE, LEGALITY AND
33 EXECUTION THEREOF

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

34
35
36 _____
37 CITY ATTORNEY
38