



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor George V. Lob
Councilwoman Jacky Bravo

Councilman Bob Best
Councilman Walter Fajet, Ph. D.

***Decorum:** "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

CITY COUNCIL REGULAR MEETING AGENDA

Monday, February 13, 2023 – 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 4-5 for additional information)

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Bob Best
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) City Hall Lobby Artist of the Month for February 2023 are the Miami Springs Adult Community Center Seniors – On display is the watercolor medium taught in Joan Cavalier's Art Class
 - B) Proclamation presentation to the Miami Springs Procurement Department for "Public Procurement Month" for the month of March 2023, for the delivery of goods and services for the City
 - C) Presentation of the Yard of the Month Award for February 2023 – 730 Swan Avenue – Maria S. Gonzalez
 - D) Invitation by Fred Gonzalez to the Miami Springs Little League Opening Day Ceremony on Saturday, February 18th at 10:00 a.m. at Prince Field
 - E) Introduction by newly elected President of the Miami Springs Area Chamber of Commerce, Raul Pestonit
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*

6. Approval of Council Minutes:

A) January 23, 2023 – Regular Meeting

7. Reports from Boards & Commissions: None.

8. Public Hearings: None.

9. Consent Agenda: (Funded and/or Budgeted):

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Negotiate And Execute A Contract With Pike Creek Turf, Inc. For The Purchase And Installation Of Tifway 419 Bermudagrass, Tifgrand Bermudagrass, Tifeagle Bermudagrass, And Platinum Paspalum Grass For The Golf Course Revitalization Project In An Amount Not To Exceed \$410,582.94; Providing For A Waiver Of Competitive Bidding; Providing For Implementation; And Providing For An Effective Date (Requires 4/5 Council Vote)

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Coral Protection And Restoration (CPR) Program Grant In The Amount Of \$2,000,000; Approving A Grant Agreement With The Florida Department Of Environmental Protection (FDEP) Relating To The Oakwood Drive Stormwater And Road Improvement Project; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A Site Access Agreement With Cellco Partnership D/B/A Verizon Wireless For Site Investigations Which Are Necessary Prior To The Installation, Maintenance, And Operation Of Communications Equipment Upon The Property Located At 25 S Hook Square, Miami Springs, Florida 33166; Providing For Implementation; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 150, Zoning Code, Article II, “Signs” Of The City’s Code Of Ordinances To Address Current Case Law Requirements And To Establish Specific Standards And Regulations Related To Signs And Renumber Other Sections; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

B) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 34-16, “Leave” Of The City’s Code Of Ordinances To Update The Bereavement Leave Policy; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

12. Other Business:

A) Request by Councilman Bob Best to recommend Pelican Playhouse Founder Ralph Wakefield for the Wall of Fame

- B) Request by Mayor Mitchell to discuss the City's tree canopy and City Code
- C) Request by Councilwoman Bravo to discuss changes to the Tree Ordinance
- D) Recreation Director Omar Luna reporting the introduction of Pickleball at the Tennis Facility.
- E) Reminder of Town Hall Meeting on February 16th at 6:00 p.m. at the Adult Community Center; to encourage the public to attend and provide input on the BEDTF report

13. Reports & Recommendations:

- A) City Attorney
- B) City Manager
- C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, February 13, 2023 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location.
Members of the public may attend the meeting in person at the physical meeting location, or,
alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above.
Admission to the physical meeting location is on a first-come, first-serve basis and space is limited.
Doors will open 30 minutes prior to the meeting start time.
The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information

before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE 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.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166

Erika Gonzalez-Santamaria

From: Shannen M. Jaser
Sent: Tuesday, January 24, 2023 10:08 AM
To: Erika Gonzalez-Santamaria; Tammy Romero; William Alonso
Subject: Artist of February

Good morning,

The seniors from the adult community center will be the artists for the month of February. I will display the watercolor artwork that they created in Joan's watercolor class here. I will be hosting a reception for them at the first council meeting of the month on February 13th.

Thanks much!



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, January 23, 2023 at 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:05 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor George V. Lob

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D. (Absent)

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Assistant City Manager Tammy Romero

Police Chief Armando Guzman

2. **Invocation:** Offered by Vice Mayor George Lob
Pledge of Allegiance: The audience participated in leading the pledge.
3. **Agenda / Order of Business: None at this time.**
4. **Awards & Presentations:**

A) Yard of the Month Award for January 2023 – 912 Hunting Lodge Drive –
Lisa Amodie

Mayor Mitchell announced Yard of the Month for January 2023. The resident was not available to receive the award; City Clerk Erika Gonzalez stated that the award will be sent to the homeowner.

B) Recognizing City Hall Lobby Artist of the Month – January 2023 – Miami Springs Senior High School Art Students; Level One Fine Crafts and Two-Dimensional Design; The History of Nierika Yarn Paintings

Mayor Mitchell welcomed Miami Springs Senior High School Art Teacher Beth Goldstein. Ms. Goldstein stated that since there was no school today, the students did not attend. She further explained the assignment that the students were tasked with on the Oaxacan yarn artwork.

5. **Open Forum:** The following members of the public addressed the City Council: Michael Gavila, 223 N. Royal Poinciana Boulevard; Tomas Guillen, 537 Glen Way; Tomas Lopez, 101 Pinecrest Drive.

6. **Approval of Council Minutes:**

A) January 23, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of January 9, 2023 Regular Meeting. Councilwoman Bravo seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Bravo, and Mayor Mitchell voting Yes.

7. **Reports from Boards & Commissions: None at this time.**

8. **Public Hearings: None at this time.**

9. **Consent Agenda: (Funded and/or Budgeted):**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Roadway Construction, LLC For Construction Of The South Royal Poinciana Stormwater And Roadway Improvements Project Pursuant To Invitation To Bid (ITB) No. 03-22/23; Authorizing Negotiation And Execution Of A Construction Contract In An Amount Not To Exceed \$1,699,838.85; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One Vehicle For The Building And Code Compliance Department From Alan Jay Automotive Management, Inc. In An Amount Not To Exceed \$31,114 Utilizing The Terms And Conditions Of Sourcewell Contract No. 2023-091521-Naf Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The City's 2023 Legislative Priorities And State Appropriation Requests; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With R.J. Behar & Company, Inc. For Construction Engineering And Inspection (CEI) Services For The South Royal Poinciana (SRP) Stormwater And Roadway Improvements Project In An Amount Not To Exceed \$172,602.00 Pursuant To Request For Qualifications No. 02-22/23; Providing For Authorization; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving The Appointment Of MRN Law PA And Dr. Jon Gurney, J.D., Ed.D. As Primary And Secondary Special Magistrates For Code Compliance Hearings;

Providing For Authorization; And Providing For An Effective Date.

Vice Mayor Lob moved to approve Item 9A through 9E. Councilman Best seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Bravo, and Mayor Mitchell voting Yes.

10. Old Business:

A) Memo – Golf Cart Update

Mayor Mitchell stated that this is an item that was brought by a resident to Council for consideration. She further stated that she requested that the City Attorney draft a memo expressing the specifics of Florida Law and regulations that govern low speed vehicles and golf carts, and that perhaps after reviewing the information a member of the Council might want to propose action at a future meeting. There were no questions on the item and no further action was taken at this time.

11. New Business:

A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Calling A Special Election On April 4, 2023 For The Purpose Of Submitting To The Electorate Of The City Of Miami Springs, Florida, Five Charter Amendments; Providing Requisite Ballot Language; Providing For Balloting And Election Procedures; Providing For Notice Of Election; Providing For Copies; Providing For Charter Amendment Election Procedures And Related Details; Providing For Inclusion In The Charter; Providing For Severability; Providing For Conflicts; And Providing For Effective Date

Councilman Best moved to approve the Resolution as read. Vice Mayor Lob seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Bravo, and Mayor Mitchell voting Yes.

12. Other Business:

A) Annexation Update

City Manager William Alonso explained that our County Commissioner Kevin Cabrera requested that the County send a survey to the 805 commercial property owners in the proposed annexation area asking if they wanted to be annexed. Commissioner Cabrera requested that the City of Miami Springs pay for the County's survey and the City is only allowed to provide a 100-word statement to the property owners for inclusion in the County's survey. The City Manager stated that he will be providing our 100-word statement to Miami-Dade County, and we are trying to include as much information as possible for the business owners in 100 words. working with Miami-Dade County to developing the wording

that will be included in the survey. Mayor Mitchell stated that the survey is non-binding as legally only residents can vote on an item before the County Commission and there are no residents in the annexation area, otherwise business owners who have more than one property would get many more votes than a resident. There was further discussion from all Council as to why annexation benefited both the residents of the Miami Springs and the property owners in the annexation area.

B) Announcing the City Council Town Hall/Workshop for February 16th at 6:00 p.m.

Mayor Mitchell stated there will be a public Town Hall Meeting to discuss the recommendations of the Business and Economic Task Force on February 16th at 6:00 p.m. at the Miami Springs Adult Center. She stated that it is a public workshop and encourages everyone to attend. This is an opportunity for residents and business owners to hear the recommendations in the Miami Springs Business and Economic Task Force Final Report and to provide their input and vision for the future of Miami Springs.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso thanked Councilman Bob Best for his introduction at the Eastern Airlines dedication event of December 29th. He stated that the event went flawless and thanked all the Departments that assisted with the events production. He stated that the pool will be closed for maintenance this weekend. City Manager Alonso recognized the new Credit Union that opened at the circle this past week. Assistant City Manager Tammy Romero gave a list of City events for the upcoming weeks. She stated that more information and details on the events are available on the City's official website.

C) City Council

Councilman Best reminded the audience of the upcoming theatrical presentation produced by the Pelican Playhouse. He encouraged all to attend.

Councilwoman Bravo had no report at this time.

Vice Mayor Lob had no report at this time and stated that "may the good news be yours."

Mayor Mitchell thanked the City Council, the audience and residents for their

continuous participation in the community and for their valuable input. She noted that the Council Town Hall/Workshop is on February 16th at 6:00 p.m. at the Adult Community Center and encourages residents to attend.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:00 p.m.

Respectfully submitted:

Erika Gonzalez-Santamaria, MMC

City Clerk

*Adopted by the City Council on
This 13th day of February, 2023.*

Maria Puente Mitchell, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL 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, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING 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 OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: 2/13/2023

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Paul O'Dell, Golf and Country Club Director

Subject: Pike Creek Turf, Inc.

RECOMMENDATION: Recommendation by Golf that Council waive the competitive bid process in the best interests of the City due to the availability of the four types of specified turf grass varieties needed for the Golf Course Revitalization project # CP2201 beginning in the Spring of 2023 and approve an expenditure to Pike Creek Turf Inc., in an amount not to exceed \$410,582.94, for the four certified turf grass varieties which are Tifway 419 Bermudagrass, TifGrand Bermudagrass, TifEagle Bermudagrass, and Platinum Paspalum as funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION: Pike Creek Turf, Inc. is currently the only farm that has all of the specific varieties certified turfgrasses needed and available that will be ready for planting in the Summer of 2023. This memo is to secure and ensure the purchase of the certified Tifway 419 Bermudagrass for the Tees, Fairways and Approaches and Bunkers and other areas, TifGrand Bermudagrass for the collars, and TifEagle Bermudagrass for the Greens, and Platinum Paspalum grass for the driving range tee. Included in this purchase, Pike Creek Turf, Inc. has also agreed to install the TifEagle Bermudagrass Sprigs to the Greens once it is time for planting (Exhibit "A" Quote").

Submission Date and Time: 1/31/2023 3:45 PM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|--|--|
| Department: <u>Golf</u> | Dept. Head: _____ | Dept./ Desc.: <u>Golf Course Maintenance</u> |
| Prepared by: <u>Laurie Bland</u> | Procurement: _____ | Account No.: <u>310-3601-519-63-63</u> |
| Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Asst. City Mgr.: _____ | Additional Funding: <u>N/A</u> |
| Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | City Manager: _____ | Amount previously approved: \$ <u>0</u> |
| | | Current request: \$ <u>410,582.94</u> |
| | | Total vendor amount: \$ <u>410,582.94</u> |

RESOLUTION NO. 2023 – _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH PIKE CREEK TURF, INC. FOR THE PURCHASE AND INSTALLATION OF TIFWAY 419 BERMUDAGRASS, TIFGRAND BERMUDAGRASS, TIFEAGLE BERMUDAGRASS, AND PLATINUM PASPALUM GRASS FOR THE GOLF COURSE REVITALIZATION PROJECT IN AN AMOUNT NOT TO EXCEED \$410,582.94; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of Tifway 419 Bermudagrass, TifGrand Bermudagrass, TifEagle Bermudagrass, and Platinum Paspalum grass and related grass installation services for the City’s Golf Course Revitalization Project (the “Services”); and

WHEREAS, City Staff conducted market research for the purchase of the Services and found that the only farm that can sell the specific turfgrasses the City requires for its Golf Course Revitalization Project in time for the 2023 Summer is Pike Creek Turf, Inc. (the “Vendor”); and

WHEREAS, the Vendor has provided the City with a Quote for the Services in an amount not to exceed \$410,582.94, which Quote is attached hereto as Exhibit “A” (the “Quote”); and

WHEREAS, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Services as being in the best interest of the City because of the Vendor’s ability to provide the exact Services needed by the City while also meeting the time constraints posed by the Golf Course Revitalization Project; and

WHEREAS, City Council desires to authorize the City Manager to negotiate and execute a contract with the Vendor for the Services consistent with the Quote in an

amount not to exceed \$410,582.94 pursuant to Section 31-11(E)(6)(g) of the City Code; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Authorization. The City Council hereby authorizes the City Manager to negotiate and execute a contract with the Vendor for the Services consistent with the Quote attached hereto as Exhibit "A" in an amount not to exceed \$410,582.94.

Section 3. Waiver. That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Services on an as-needed basis as being in the best interest of the City.

Section 4. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

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

| | |
|-----------------------------|-------|
| Vice Mayor George Lob | _____ |
| Councilman Bob Best | _____ |
| Councilwoman Jacky Bravo | _____ |
| Councilman Dr. Walter Fajet | _____ |
| Mayor Maria Puente Mitchell | _____ |

PASSED AND ADOPTED this 13th day of February, 2023.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

Contract

Nº 3868



"Producers of Quality Turf Grasses"

• 427 Pike Creek Turf Circle • Adel, Georgia 31620 •
Phone (800) 232-7453 • Fax (229) 896-7584
www.pikecreekturf.com

City of Miami Springs
Contractor/Owner
650 Curtiss Pkwy
Street
Miami Springs FL 33166
City State Zip Code
(786) 371-3146
Phone Fax
Laurie Bland blandl@miamisprings-fl.gov

February 3, 2023 055230127-3
Date Quote #
Miami Springs Golf & CC
Project Name
Miami Springs FL
Project City State
April 2023
Date to Start

AREAS TO BE MECHANICALLY PLANTED INCLUDE:

| # of Acres | Variety | Cost per Bushel (\$) | Bushels per Acre | Cost per Acre (\$) | Total Cost |
|------------|---------|----------------------|------------------|--------------------|--------------|
| 37.50 | Tifway | 3.20 | 600 | 1920.00 | \$ 72,000.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |

AREAS TO BE HAND PLANTED INCLUDE:

| # of Square Feet | Variety | Bu./1000 Sq. Ft. | PCT Cut-In Only | PCT Install | Total Cost |
|------------------|----------|------------------|-----------------|-------------|--------------|
| 120,000 | TifEagle | 25 | - | 0.53 | \$ 63,600.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |

DELIVERED ONLY SPRIGS:

| Variety | # of Bushels | Boxed per Bu. | Bulk per Bu. | Total Cost |
|---------|--------------|---------------|--------------|--------------|
| Tifway | 2613 | 4.013 | - | \$ 10,485.97 |
| Tifway | 2613 | - | 3.713 | \$ 9,702.07 |
| | | | | \$ - |
| | | | | \$ - |

SOD:

| # of Square Feet | Variety | Del Only cents/sq. ft. | Del & Unl cents/sq. ft. | FOB Farm cents/sq. ft. | Total Cost |
|------------------|----------|------------------------|-------------------------|------------------------|---------------|
| 272,422 | Tifway | 0.641 | | | \$ 174,622.50 |
| 80,000 | TifGrand | 0.671 | | | \$ 53,680.00 |
| 28,800 | Platinum | 0.811 | | | \$ 23,356.80 |
| | | | | | \$ - |
| | | | | | \$ - |

Other: Quote is valid for 60 days and depends on inventory and trucking availability at the time of your job. Freight cost may increase with market pricing. Partial truck loads of sod and/or sprigs will increase your cost. Sales tax and all applicable tax will apply. Quote is in GA bushels. All start dates are tentative and must be confirmed a week prior to the start date due to the possibility of inclement weather and other potential conflicts. Deposits to secure grass are held until the job is complete and paid in full. It is the responsibility of the customer to request the deposit refund at the completion of the job.

Price quoted on installed grasses reflects a maximum of three mobilizations. Additional mobilizations cost \$1,500.00 each + freight. Only a signed contract, approved credit and a 20% deposit of \$79,549.05 will secure grass for your job.

This contract is conditioned upon the ability of PCT to provide sod and/or sprigs at the prices quoted in the contract. The parties acknowledge and agree that such prices were based upon pricing available at the time the contract was executed. In the event of a significant increase in the price of any input costs (including, by way of example and not as a limitation, seed, fertilizer, herbicides, pesticides, energy or equipment), materials and/or labor in connection with the services and materials to be furnished by PCT under the contract, the contract price and the unit prices set forth in the contract shall be equitably adjusted to account for such increases by a written change order, signed by the parties to the contract. For purposes of the contract, an increase in price shall be deemed significant when the price of an item increases by ten percent (10%) or more from the prices quoted in the contract.

Relative to all warranties expressed or implied, and alleged damages of any kind and nature, flowing from the performance of this agreement, Pike Creek Turf, Inc.'s aggregate liability to the buyer shall not exceed and be limited to the sum paid to Pike Creek Turf, Inc. by the buyer as the price of the sod and/or sprigs involved, FOB Pike Creek Turf, Inc., Adel, Cook County, Georgia.

After thirty (30) days subsequent to delivery, acceptance of the grass ordered hereunder, PCT shall have no responsibility or liability for the quality (including, without limitations, mutations or other genetic changes) or quantity of the grass to be delivered hereunder, but rather PCT shall have only limited responsibility or liability that may emanate from any specific warranty set forth in this document.

UNIT PRICE PREVAILS

Pike Creek Turf Farms Inc.

By: _____
Representative

Pike Creek Turf Farms Inc.

By: _____
President

Note: This contract, when signed by both the Pike Creek Turf representative and president, is valid for a period of 60 days.

Acceptance of Contract

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Acceptance of this contract between the parties shall be binding upon the parties, their heirs, representatives, successors and assigns.

NOTICE TO BUYER

The conditions of the sale evidenced by this document are stated on the reverse side hereof. **A DISCLAIMER OF WARRANTIES** as well as other conditions are included in the conditions. Before acceptance of the grasses sold hereunder, the terms and conditions stated on the reverse side hereof should be read and understood by the buyer.

Date _____

By: _____

Date _____

Its: _____
"Buyer"

1. Pike Creek Turf Farms Inc., d/b/a Pike Creek Turf (PCT), expressly warrants that the products sold or delivered hereunder:

- (A) upon delivery, are live sprigs and/or sod; and
- (B) are accompanied by a "Nursery Certificate" from the Georgia Department of Agriculture

AND

- (C) if required by contractual documents between PCT and buyer relating to this purchase, are accompanied by a "Seed Analysis Tag" issued by The Georgia Crop Improvement Assoc., Inc.

OTHER THAN THE EXPRESS WARRANTIES SET OUT IN THIS PARAGRAPH 1 AND THE SUB-PARAGRAPHS (A), (B), AND (C) HEREOF, IMMEDIATELY ABOVE, PCT HEREBY DISCLAIMS AND MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE SET OUT IN THIS PARAGRAPH 1 AND SUB-PARAGRAPHS (A), (B), AND (C) HEREOF ABOVE.

- 2. The sole and exclusive remedy for breach of any of the above express warranties (there being no implied warranties) of PCT, or for negligence of PCT, or otherwise against PCT, arising out of or originating from the sale or delivery of grasses hereunder, shall be limited to the purchase price of said grasses actually paid to PCT as set out herein. PCT shall, in no manner or nature whatsoever, be liable or responsible to buyer for actual or consequential damages of any kind or nature, including, without limitations, loss of profits, expenses of growing or tending or failure of said grasses occurring after delivery to buyer for PCT of said grasses, or, in any other manner beyond the purchase price of said grasses. All claims of buyer made against PCT as a result of a sale of grasses shall and must be made by buyer, in writing, and delivered to PCT at its offices within thirty (30) days after receipt and acceptance of said grasses by buyer. Upon such claim being made and being determined by PCT to be made validly as to the time of such claim and the nature thereof, PCT may, at its option, refund the purchase price as aforesaid of any grasses involved or replace by delivery thereof to buyer at the offices of PCT, Adel, Georgia, such grasses if the same shall be available to PCT.
- 3. Buyer agrees that this sale of grasses is a Georgia contract and shall be construed according to the laws of the state of Georgia; that all legal actions of any nature brought against PCT by buyer for any matter or thing resulting from or emanating herefrom shall and must be filed and brought in the Superior Court of Cook County, Georgia, and may not be removed to any United States federal court; and, that buyer does by the acceptance of such grasses hereby irrevocably submit buyer to the exclusive jurisdiction of said court for the resolution of any and all claims resulting or emanating herefrom including, without limitation, any such claims asserted by buyer against PCT or PCT against buyer.
- 4. Buyer agrees that buyer will hold PCT harmless from and indemnify it for, including, without limitation, attorneys' fees and costs of court, all claims, losses, damages, suits at equity or in law, civil actions, arbitrations, and contentions asserted or filed against PCT by any and all users, transferees, consumers, donees, or growers of the grasses purchased hereunder by buyer from PCT which may, in any manner, obtain any of said grasses from or through buyer.
- 5. Any alteration or deviation from specifications stated involving extra cost will be executed only upon written completion of an additional work order and shall become an extra charge over and above this agreement. PCT shall not be liable for delay or default in delivery for any cause beyond PCT's control, including, but not limited to, government action, labor trouble, fire, destruction of goods, grass shortages, inability to obtain materials, labor, fuel, or act of God. Buyer shall carry fire, tornado, and other necessary insurance. PCT's workers are fully covered by workers' compensation insurance.
- 6. In the event of a default by buyer in the payment of buyer's obligations under this contract when due, and the same is collected by or through an attorney-at-law, the undersigned hereby agree(s) to pay all costs of collection including a reasonable attorney's fee (20% of all sums due) and additional reasonable attorneys' fees which may be incurred on appeal, if any. A service charge of 1½% per month will be charged on all invoices not paid within thirty (30) days of invoice date.
- 7. Actual price for delivered and installed sprigs and/or sod will be the total joint measurement (by authorized representative of PCT and buyer) of planted areas multiplied by contract price per unit. Actual price for delivered sod will be delivered square footage quantity multiplied by the contract price per unit.
- 8. It is the buyer's responsibility to provide a smooth seed bed. The top two inches of soil shall be loose and relatively free of rocks and sticks larger than one (1) inch in diameter. Newly planted sprigs or sod shall be kept moist continuously for two (2) to three (3) weeks after use.
- 9. This contract is subject to final credit approval by PCT.
- 10. This contract constitutes the entire agreement, and any changes hereto are not binding unless agreed to in writing by both parties. Any taxes now or hereinafter imposed upon sales or shipments will be added to the purchase price.
- 11. Buyer understands and agrees that it is a requirement and condition of the purchase of any grasses from PCT that buyer visit the PCT farm involved in order to inspect and approve the quality and purity of all sod or sprigs prior to harvest for delivery and/or installation to or for buyer. Should buyer fail to so visit PCT as aforesaid, it shall be deemed that the quality and purity of the purchased grasses are fully acceptable upon delivery to buyer. Thereafter, PCT shall have, after buyer's acceptance upon delivery of the sod or sprigs, no liability or responsibility for any deviation in quality, purity, or quantity of such sod, seed, or sprigs.

Accepted and agreed to all terms and conditions set out herein above on this _____ day of _____, 20____,
as well as those set out on the reverse side hereof.

By: _____

Its: _____
"Buyer"

LP-105214-02



427 Pike Creek Turf Circle
Adel, Georgia 31620
229-896-7581 or 800-232-7453
www.pikecreekturf.com

City of Miami Springs
blandl@miamisprings-fl.gov
650 Curtiss Pkwy
Miami Springs FL 33166

| | |
|-----------------|-----------|
| Subtotal | 79,549.05 |
| Tax | 0.00 |
| Total | 79,549.05 |

THANK YOU, WE SINCERELY APPRECIATE YOUR BUSINESS

THIS IS YOUR ORIGINAL INVOICE. IF THERE ARE ANY DISCREPANCIES IN IT OR IF YOU HAVE ANY QUESTIONS ABOUT IT PLEASE NOTIFY US IMMEDIATELY. IF THIS ACCOUNT IS NOT PAID WITHIN 30 DAYS, THERE WILL BE A 1%/MONTH PER MONTH HANDLING CHARGE. THIS IS AN ANNUAL PERCENTAGE OF 18%.

LP-005708-03



"Producers of Quality Turf Grasses"

427 Pike Creek Turf Circle • Adel, Georgia 31620
Ph. 1-800-232-7453 • FAX (229) 896-7584
www.pikecreekturf.com

QUOTE

Miami Springs Golf & CC
Contractor/Owner
650 Curtiss Pkwy
Street
Miami Springs FL 33166
City State Zip Code
Phone Fax
Laurie Bland blandl@miamisprings-fl.gov

January 27, 2023 055230127
Date Quote #
Miami Springs Golf & CC
Project Name
Miami Springs FL
Project City State
TBD
Date to Start

AREAS TO BE MECHANICALLY PLANTED INCLUDE:

| # of Acres | | Variety | Cost per Bushel (\$) | Bushels per Acre | Cost per Acre (\$) | Total Cost |
|------------|------------------------|---------|----------------------|------------------|--------------------|--------------|
| | acres of sod to sprigs | | - | - | - | \$ - |
| 38 | acres of fairways | Tifway | 3.20 | 600 | 1920.00 | \$ 72,000.00 |
| | acres of roughs | | - | - | - | \$ - |
| | acres of other areas | | - | - | - | \$ - |

AREAS TO BE HAND PLANTED INCLUDE:

| # of Square Feet | | Variety | Bu./1000 Sq. Ft. | PCT Cut-In Only | PCT Install | Total Cost |
|------------------|---------------------|----------|------------------|-----------------|-------------|--------------|
| 120,000 | sq. ft. greens | TifEagle | 25 | - | 0.53 | \$ 63,600.00 |
| | sq. ft. greens | | - | - | - | \$ - |
| | sq. ft. tees | | - | - | - | \$ - |
| | sq. ft. other areas | | - | - | - | \$ - |

DELIVERED ONLY SPRIGS:

| Variety | # of Bushels | Boxed per bu. | Bulk per bu. | Total Cost |
|---------|--------------|---------------|--------------|--------------|
| Tifway | 2613 | 4.613 | - | \$ 12,053.77 |
| Tifway | 2613 | - | 4.313 | \$ 11,269.87 |
| | | - | - | \$ - |
| | | - | - | \$ - |

SOD:

| # of Square Feet | Variety | Del Only cents/sq. ft. | Del & Unl cents/sq. ft. | FOB Farm cents/sq. ft. | Total Cost |
|------------------|----------|------------------------|-------------------------|------------------------|---------------|
| 272,422 | Tifway | 0.641 | - | - | \$ 174,622.50 |
| 80,000 | TifGrand | 0.671 | - | - | \$ 53,680.00 |
| 28,800 | Platinum | 0.811 | - | - | \$ 23,356.80 |
| | | - | - | - | \$ - |
| | | - | - | - | \$ - |

Other: Quote is valid for 60 days and depends on inventory and trucking availability at the time of your job. Freight cost may increase with market pricing. Partial truck loads of sod and/or sprigs will increase your cost. Sales tax and all applicable tax will apply.

Quote is in GA bushels. All start dates are tentative and must be confirmed a week prior to the start date due to the possibility of inclement weather and other potential conflicts. Deposits to secure grass are held until the job is complete and paid in full. It is the responsibility of the customer to request the deposit refund at the completion of the job.

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After thirty (30) days subsequent to delivery, acceptance of the grass ordered hereunder, PCT shall have no responsibility or liability for the quality (including, without limitations, mutations or other genetic changes) or quantity of the grass to be delivered hereunder, but rather PCT shall have only limited responsibility or liability that may emanate from any specific warranty set forth in this document.

UNIT PRICE PREVAILS

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A CORAL PROTECTION AND RESTORATION (CPR) PROGRAM GRANT IN THE AMOUNT OF \$2,000,000; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RELATING TO THE OAKWOOD DRIVE STORMWATER AND ROAD IMPROVEMENT PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) has been awarded a Coral Protection and Restoration (CPR) Program Grant (the “Grant”) in the amount of \$2,000,000 by the Florida Department of Environmental Protection (“FDEP”) for the Oakwood Drive Stormwater and Road Improvement Project (the “Project”); and

WHEREAS, in order to secure the Grant, the City must match the Grant award with a \$500,000 contribution and enter into a Grant Agreement (the “Agreement”) with FDEP in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Council wishes to accept the Grant, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Acceptance. That the City Council hereby accepts the Grant.

Section 3. Approval. That the City Council hereby approves the Agreement with FDEP relating to the Grant for the Project.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A,” and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to

the approval of the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

| | |
|-----------------------------|-------|
| Vice Mayor George Lob | _____ |
| Councilman Bob Best | _____ |
| Councilwoman Jacky Bravo | _____ |
| Councilman Dr. Walter Fajet | _____ |
| Mayor Maria Puente Mitchell | _____ |

PASSED AND ADOPTED this 13th day of February, 2023.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

| | | | |
|-----------------------------|---|---------------------------------------|-----------------------|
| 5. Total Amount of Funding: | Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
| | <input type="checkbox"/> State <input type="checkbox"/> Federal | | \$ |
| | <input type="checkbox"/> State <input type="checkbox"/> Federal | | \$ |
| | <input type="checkbox"/> Grantee Match | | \$ |

Total Amount of Funding + Grantee Match, if any: \$

| | |
|-------------------------------|-------------------------|
| 6. Department's Grant Manager | Grantee's Grant Manager |
| Name: _____ | Name: _____ |
| _____ or successor | _____ or successor |
| Address: _____ | Address: _____ |
| _____ | _____ |
| _____ | _____ |
| Phone: _____ | Phone: _____ |
| Email: _____ | Email: _____ |

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|---|
| <input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| <input type="checkbox"/> Attachment 2: Special Terms and Conditions |
| <input type="checkbox"/> Attachment 3: Grant Work Plan |
| <input type="checkbox"/> Attachment 4: Public Records Requirements |
| <input type="checkbox"/> Attachment 5: Special Audit Requirements |
| <input type="checkbox"/> Attachment 6: Program-Specific Requirements |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S. |
| <input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal) |
| <input type="checkbox"/> Additional Attachments (if necessary): |
| <input type="checkbox"/> Exhibit A: Progress Report Form |
| <input type="checkbox"/> Exhibit B: Property Reporting Form |
| <input type="checkbox"/> Exhibit C: Payment Request Summary Form |
| <input type="checkbox"/> Exhibit D: Quality Assurance Requirements |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo |
| <input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 |
| <input type="checkbox"/> Additional Exhibits (if necessary): |

| | | |
|--|--|--|
| 8. | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): | |
| Federal Award Identification Number(s) (FAIN): | | |
| Federal Award Date to Department: | | |
| Total Federal Funds Obligated by this Agreement: | | |
| Federal Awarding Agency: | | |
| Award R&D? | <input type="checkbox"/> Yes <input type="checkbox"/> N/A | |

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

By _____
(Authorized Signature) Date Signed _____

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed _____

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

Attachment 1

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. C2206**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Oakwood Drive Stormwater and Road Improvement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a fixed price Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u> | <u>Match</u> | <u>Category</u> |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| <input type="checkbox"/> | <input type="checkbox"/> | a. Fringe Benefits, N/A. |
| <input type="checkbox"/> | <input type="checkbox"/> | b. Indirect Costs, N/A. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contractual (Subcontractors) |
| <input type="checkbox"/> | <input type="checkbox"/> | Travel, in accordance with Section 112, F.S. |
| <input type="checkbox"/> | <input type="checkbox"/> | Equipment |
| <input type="checkbox"/> | <input type="checkbox"/> | Rental/Lease of Equipment |
| <input type="checkbox"/> | <input type="checkbox"/> | Miscellaneous/Other Expenses |
| <input type="checkbox"/> | <input type="checkbox"/> | Land Acquisition |

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|-------------------|--|
| \$200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| \$200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

Attachment 2

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

- I. PROJECT TITLE:** Oakwood Drive Stormwater and Road Improvement Project
- II. PROJECT LOCATION:** The Project will be located in the City of Miami Springs within Miami-Dade County; Lat/Long (25.811484, -80.271867). See Figure 1 for location map.
- III. PROJECT BACKGROUND:** The State of Florida has established water quality criteria for Miami-Dade County and has designated the surface waters (all canals and tidal waters) as “Class-III waters,” appropriate for fish consumption, recreation, propagation and maintenance of a healthy, well-balanced population of fish and wildlife. The City of Miami Springs is located in WBID 3290 basin and this project area discharges stormwater runoff into the C6 Miami Canal. The WBID 3290 basin is not in compliance by exceeding background conditions for Dissolved Oxygen and for BOD-5, a non-listed state parameter. The project area is mostly residential, and is estimated to contain toxic pollutants and chemicals such as nutrients, fecal coliforms and dissolved oxygen. These pollutants discharge through the residential runoff into surface and coastal water with impact to drinking water and natural areas. The Miami-Dade County Water Quality Restoration Plan for Biscayne Bay has evaluated and monitored the degradation in water quality in Biscayne Bay and the Biscayne Aquifer and has identified the importance of projects like the one presented under this grant for the protection of the natural resources.

By treating stormwater onsite using a variety of BMPs, this project will improve surface and groundwater quality in the C-6 Miami Canal, the C-6 Miami River and Biscayne Bay. The BMPs installed will improve water quality, increase groundwater recharge, reduce public expenditures on stormwater infrastructure, enhance flood control and educate the public on issues related to nonpoint source pollution.

This project will directly support immediate and short-term recommendations identified in the Biscayne Bay Task Force Report, to improve water quality and address the health of Biscayne Bay.

The total project budget cost is \$4,250,000 of which \$1,500,000 is from FDEP grant LPA0192, \$2,000,000 is from Biscayne Bay Water Quality Improvement Grant Agreement C2206, and the balance is from the City of Miami Springs Capital Improvement Project funding. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

IV. PROJECT DESCRIPTION:

The Grantee will construct a multi-stage stormwater runoff treatment system designed to capture and store debris to minimize nutrient leaching into the C6- Miami Canal. The project includes the construction of exfiltration trenches, catch basins, a nutrient separating baffle box, and a pump station. A public education component will also be included.

A full project description is included as Attachment 1: Basis Of Design Report. Section 9 deals specifically with Pollutant Load Reduction.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work. Funding has already been awarded (DEP grant LPA0192) and the balance is promised from the City of Miami Springs Capital Improvement Project funding.

V. TASKS AND DELIVERABLES:

All deliverables shall be submitted electronically unless otherwise indicated. All permit(s) must be acquired prior to work starting (if required). All raw data acquired for this project must be submitted to DEP at the end of the project. All final deliverable(s) must comply with [Section 508](#) of the U.S. Rehabilitation Act (as amended), Florida Statute [Chapter 282](#), and Florida Administrative Code (FAC) [Rule: 60-8.002](#).

The contractor must notify DEP when data from this project will be presented or published. Any maps, graphics, charts, or other deliverables intended to visually communicate information should include the following: title and/or appropriate explanation of the visual being presented, consistent scale bar, north arrow and key, and clearly labeled county lines (if applicable). When submitting photo deliverables, a consistent naming convention and organizational structure will be used that includes the date, site name, and any other relevant information. A separate folder will also be created with a smaller subset of photos (5-15 total) that highlight the overall project and can be used for communication pieces and/or messaging. DEP may take up to two weeks to review deliverables.

Funding Acknowledgement: All deliverables, presentations, and social media posts will acknowledge the financial assistance provided by the Florida Department of Environmental Protection's Coral Protection and Restoration Program.

Performance Standard For All Tasks: The Department's Grant Manager will review the task deliverable to verify that the deliverable has been completed as described per task section. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Task #1: Pre-Design Study

Deliverables: The Grantee will perform a pre-design study of the Oakwood Drive Stormwater and Road Improvement Project area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify the tasks required to complete a resolution to the problem.

Documentation: The Grantee will submit the final pre-design study report.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above.

Payment Request Schedule: There is no payment requested for this task. This task will be funded out of match funds by the City of Miami Springs.

Task #2: Design and Permitting

Deliverables: The Grantee will complete the design of the Oakwood Drive stormwater and road improvements and will obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee

will also submit 3) a copy of the design completed and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: There is no payment request associated with this task. This task will be funded out of match funds by the City of Miami Springs.

Task #3: Construction

Deliverables: The Grantee will construct the Oakwood Drive Stormwater and Road Improvement Project including exfiltration trenches, catch basins, a nutrient separating baffle box, and a pump station in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) Progress reports (Exhibit A) and budget report; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

| Task No. | Task Title | Budget Category | This Grant Amount | Match Amount | Task Start Date | Task End Date |
|----------|-----------------------|----------------------|-------------------|--------------|-----------------|---------------|
| 1 | Pre-Design Study | Contractual Services | \$0 | \$162,200 | 07/01/2022 | 9/31/2022 |
| 2 | Design and Permitting | Contractual Services | \$0 | \$233,200 | 10/01/2022 | 3/31/2023 |
| 3 | Construction | Contractual Services | \$2,000,000 | \$104,600 | 4/01/2023 | 3/31/2025 |
| | | Total | \$2,000,000 | \$500,000 | | |

Figure 1 - Oakwood Drive Stormwater and Roadway Improvements Project Area

I. PROJECT TASK TIMELINE:

The tasks must be completed by, and all deliverables received by, the corresponding task end date.

| Task No. | Task Title | Est. Task Start Date | Task End Date | Deliverable(s) | Task Invoice Frequency |
|----------|-----------------------|----------------------|---------------|--|-------------------------------------|
| 1 | Pre-Design Study | 7/1/2022 | 9/31/2022 | final pre-design study report | NA |
| 2 | Design and Permitting | 10/1/2022 | 3/31/2023 | 1) a signed acceptance of the completed work to date2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion and 3) a copy of the design completed and a list of all required permits. | NA |
| 3 | Construction | 4/1/2023 | 3/31/2025 | 1) Progress reports (Exhibit A) and budget report 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request | Quarterly (1/15; 4/15; 7/15; 10/15) |

II. BUDGET DETAIL BY TASK:

Fixed cost grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at the minimum amounts in the categories indicated below.

| Task No. | Task Title | Budget Category | Grant Amount | Match Amount | Task Total |
|-------------------|-----------------------|------------------------------|--------------|--------------|-------------|
| 1 | Pre-Design Study | Contractual Services | \$ | \$162,200 | \$162,200 |
| | | Miscellaneous/Other Expenses | \$ | \$ | \$ |
| | | Salary | \$ | \$ | \$ |
| | | Fringe Benefits | \$ | \$ | \$ |
| | | Equipment | \$ | \$ | \$ |
| Total for Task: | | | \$ | \$ | |
| 2 | Design and Permitting | Contractual Services | \$ | \$233,200 | \$233,200 |
| | | Miscellaneous/Other Expenses | \$ | \$ | \$ |
| | | Salary | \$ | \$ | \$ |
| | | Fringe Benefits | \$ | \$ | \$ |
| | | Equipment | \$ | \$ | \$ |
| Total for Task: | | | \$ | \$ | |
| 3 | Construction | Contractual Services | \$2,000,000 | \$104,600 | \$2,104,600 |
| | | Miscellaneous/Other Expenses | \$ | \$ | \$ |
| | | Salary | \$ | \$ | \$ |
| | | Fringe Benefits | \$ | \$ | \$ |
| | | Equipment | \$ | \$ | \$ |
| Total for Task: | | | \$2,000,000 | \$ | |
| Project Total: | | | \$2,000,000 | \$500,000 | \$2,500,000 |
| Percentage Match: | | | 80% | 20% | 100% |

Note: Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.

Note: Upon submission of each payment request, the Grantee certifies that the hours and rates submitted are accurate and allowable costs for the grant agreement. Upon request by the Department's grant manager, additional documentation of hours worked will be provided.



Figure 1: Aerial view of project area.

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Documentation: The Grantee will submit the final pre-design study report.

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Payment Request Schedule: There is no payment requested for this task. This task will be funded out of match funds by the City of Miami Springs.

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I. PROJECT TASK TIMELINE:

The tasks must be completed by, and all deliverables received by, the corresponding task end date.

| Task No. | Task Title | Est. Task Start Date | Task End Date | Deliverable(s) | Task Invoice Frequency |
|----------|-----------------------|----------------------|---------------|--|-------------------------------------|
| 1 | Pre-Design Study | 7/1/2022 | 9/31/2022 | final pre-design study report | NA |
| 2 | Design and Permitting | 10/1/2022 | 3/31/2023 | 1) a signed acceptance of the completed work to date2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion and 3) a copy of the design completed and a list of all required permits. | NA |
| 3 | Construction | 4/1/2023 | 3/31/2025 | 1) Progress reports (Exhibit A) and budget report 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request | Quarterly (1/15; 4/15; 7/15; 10/15) |

II. BUDGET DETAIL BY TASK:

Fixed cost grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at the minimum amounts in the categories indicated below.

| Task No. | Task Title | Budget Category | Grant Amount | Match Amount | Task Total |
|-------------------|-----------------------|------------------------------|--------------|--------------|-------------|
| 1 | Pre-Design Study | Contractual Services | \$ | \$162,200 | \$162,200 |
| | | Miscellaneous/Other Expenses | \$ | \$ | \$ |
| | | Salary | \$ | \$ | \$ |
| | | Fringe Benefits | \$ | \$ | \$ |
| | | Equipment | \$ | \$ | \$ |
| Total for Task: | | | \$ | \$ | |
| 2 | Design and Permitting | Contractual Services | \$ | \$233,200 | \$233,200 |
| | | Miscellaneous/Other Expenses | \$ | \$ | \$ |
| | | Salary | \$ | \$ | \$ |
| | | Fringe Benefits | \$ | \$ | \$ |
| | | Equipment | \$ | \$ | \$ |
| Total for Task: | | | \$ | \$ | |
| 3 | Construction | Contractual Services | \$2,000,000 | \$104,600 | \$2,104,600 |
| | | Miscellaneous/Other Expenses | \$ | \$ | \$ |
| | | Salary | \$ | \$ | \$ |
| | | Fringe Benefits | \$ | \$ | \$ |
| | | Equipment | \$ | \$ | \$ |
| Total for Task: | | | \$2,000,000 | \$ | |
| Project Total: | | | \$2,000,000 | \$500,000 | \$2,500,000 |
| Percentage Match: | | | 80% | 20% | 100% |

Note: Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.

Note: Upon submission of each payment request, the Grantee certifies that the hours and rates submitted are accurate and allowable costs for the grant agreement. Upon request by the Department's grant manager, additional documentation of hours worked will be provided.



Figure 1: Aerial view of project area.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: | | | | | |
|--|----------------|-------------|------------|----------------|------------------------------|
| Federal Program A | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | \$ | |
| | | | | | |
| | | | | | |
| Federal Program B | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | \$ | |
| | | | | | |
| | | | | | |

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

| Federal Program A | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
|--------------------------|--|--|
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| Federal Program B | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|---|----------------|------|------------|----------------|------------------------------|
| Federal Program A | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| Federal Program B | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|-----------------------|--------------------------------|-------------|---|----------------|------------------------------|
| State Program A | State Awarding Agency | State Fiscal Year ¹ | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | FDEP, GAA Line 1779 | 2022-2023 | 37.701 | Oakwood Drive Stormwater and Road Improvement Project | \$2,000,000.00 | FCO |
| | | | | | | |
| State Program B | State Awarding Agency | State Fiscal Year ² | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|-------------|----|--------------|
| Total Award | \$ | 2,000,000.00 |
|-------------|----|--------------|

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

| | |
|---------------------------------|---|
| DEP Agreement No.: | C2206 |
| Project Title: | Oakwood Drive Stormwater and Road Improvement Project |
| Grantee Name: | City of Miami Springs |
| Grantee's Grant Manager: | Jose Lopez |
| Reporting Period: | Choose an item. Choose an item. |

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #: Task Title

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Task #: Task Title

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: _____

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP’s percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

| Description | Serial No./ ID No. | Source | Owner | Purchase Date | Cost | % Charged to DEP Grant | Location | Use and Condition | Disposition |
|-------------|-----------------------|--------|-------|------------------|------|---------------------------|----------|-------------------|-------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Grantee: _____ Date: _____ Grantee Grant Manager: _____ Date: _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee’s invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on the Water Restoration Assistance website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

Quality Assurance Process for Procurement Of Sampling and Analytical Services

1. **Department grants for *sampling or analytical services, including research projects*, must include quality assurance (QA) requirements.**
 - a. Sampling services include the collection of sample media (e.g., water, sediment, soils, chemical wastes) or biological organisms.
 - b. Analytical services include analysis, observation or measurement activities conducted in the field or in a laboratory.
 - c. QA requirements must be included in the Grant as an exhibit that is incorporated by reference in the Grant. Note: Additional QA requirements may be included in the Grant Work Plan. Such additional QA requirements in the Work Plan must be described in specific, numbered tasks and deliverables.
 - d. Contact the Aquatic Ecology and Quality Assurance Section (AEQAS) for any questions about QA requirements.
2. **Steps for inclusion of QA Requirements in a Department Agreement**
 - a. **Grant Initiation**

There are several steps within the Grant Agreement Drafting and Routing Guide for inclusion of the QA Exhibit and language if sampling or analytical services are included in the grant.
 - b. **Grant Work Plan Development**

During consultation with the grantee and during development of the Work Plan, the DEP Grant Manager should provide the appropriate QA Requirements Exhibit to the Grantee (see 2.c., below).

 - i. Review the QA Requirements with the Grantee. Make sure that the Grantee understands the QA Requirements and can meet them for the proposed Scope of Services.
 - ii. Any changes to the QA Requirements negotiated with the Grantee must be reviewed and approved by the Department's Grant Manager and AEQAS.
 - iii. For research projects, *during the Work Plan development and well before Grant execution*, the Grantee must provide information for review by the Department's Grant Manager and AEQAS about proposed methodology for sampling, analysis, quality control, and experimental data evaluation procedures.
 - iv. The Work Plan must include appropriate QA Deliverables. Template language for QA deliverables for both Standard and Research QA Requirements (see below) are in the attached **QA Deliverables Template Language**.
 - c. **QA Requirements Exhibit**

One of two documents for QA Requirements is used as Exhibit D for Department Grants, depending on whether the project falls under *Standard* or *Research*, as described below. Select the appropriate document per the following:

 - i. Include the attached **Standard QA Requirements** if the sampling activities will be conducted according to the DEP Standard

Operating Procedures (SOPs) and the laboratory analyses will be performed by a certified laboratory accredited by the Florida Department of Health (FDOH) Environmental Laboratory Certification Program. **NOTE: For DEP Grants, DEP SOPs and certified labs are utilized in most cases.**

- ii. Include the attached **Research QA Requirements** if sampling activities will NOT be conducted according to the DEP SOPs and laboratory analyses will NOT be performed by a certified laboratory. See 2.b.iii., above.
 - iii. **Contact AEQAS for assistance with editing one of the above QA Requirements documents** if the proposed Work Plan for the sampling and/or analysis services to be provided by the Grantee does not appear to conform to either of the choices above (or seems to be a hybrid of the choices).
 - iv. **NOTE: AEQAS review and approval is required for all edited QA Requirements documents.**
- d. **Quality Assurance Plan (QA Plan)**
Grantees providing sampling and analytical services to the Department must submit a QA Plan upon execution of the Grant, and obtain approval for the QA Plan from the Department's Grant Manager before starting project work. The attached **Standard QA Plan Template** may be used if the Standard QA Requirements Exhibit is included in the Grant, and the attached **Research QA Plan Template** may be used if the Research QA Requirements are included in the Grant. **The Grant Manager must review the QA Plan for conformance with the Grant Work Plan and the Grant QA Requirements exhibit** (with review assistance from AEQAS staff, as needed). This submittal requirement is specified in the QA Requirements document attached to the Grant (see 2.c., above) and as part of the Deliverables in the Grant Work Plan (see 2.b.iv., above).
- e. **Exception to QA Plan Requirement**
The Grant Manager may opt to not require a QA Plan for Grantees who will not be designing a sampling scheme or a research project and are only providing standard sampling and/or analytical services to the Department. In those cases, the Grant shall include the Standard QA Exhibit, but state that the requirements of Section 6 of the Exhibit are waived and a QA Plan is not required.
- f. **Grant Execution**
The grant execution process varies throughout the agency, but there must be a final review that ensures that appropriate QA Requirements were included in the grant.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING A SITE ACCESS AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR SITE INVESTIGATIONS WHICH ARE NECESSARY PRIOR TO THE INSTALLATION, MAINTENANCE, AND OPERATION OF COMMUNICATIONS EQUIPMENT UPON THE PROPERTY LOCATED AT 25 S HOOK SQUARE, MIAMI SPRINGS, FLORIDA 33166; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) owns the property located at 25 S Hook Square, Miami Springs, Florida 33166 (the “Property”); and

WHEREAS, there is an existing telecommunication tower located upon the Property; and

WHEREAS, the City is considering entering into a lease agreement with Cellco Partnership d/b/a Verizon Wireless (“Verizon”) for the installation, maintenance, and operation of communications equipment (the “Equipment”) upon the Property; and

WHEREAS, Verizon requires access to the Property for the purpose of conducting site investigations (the “Site Investigations”) to help Verizon determine the suitability of the Property for the Equipment; and

WHEREAS, the City Manager has negotiated and entered into the site access agreement (the “Agreement”) attached hereto as Exhibit “A” with Verizon for the Site Investigations at the Property; and

WHEREAS, the City Council desires to ratify the Agreement with Verizon; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Ratification of Agreement. That the City Council hereby ratifies the Agreement attached hereto as Exhibit “A” with Verizon for the Site Investigations at the Property.

Section 3. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

| | |
|------------------------------------|-------|
| Vice Mayor George Lob | _____ |
| Councilman Bob Best | _____ |
| Councilwoman Jacky Bravo | _____ |
| Councilman Dr. Walter Fajet, Ph.D. | _____ |
| Mayor Maria Puente Mitchell | _____ |

PASSED AND ADOPTED this 13th day of February, 2023.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

SITE ACCESS AGREEMENT

This Site Access Agreement (this “**Agreement**”) is executed by Celco Partnership d/b/a Verizon Wireless (the “**Licensee**”), with a business address of 180 Washington Valley Road, Bedminster, NJ 07921, and the City of Miami Springs, a Florida municipal corporation, with an address of 201 Westward Drive, Miami Springs, Florida 33166 (the “**Licensor**”).

BACKGROUND

As part of Licensee’s consideration of real property (the “**Property**”) located at 25 S Hook Square, Miami Springs, Florida 33166, as more fully described in Exhibit “A” attached hereto and made a part hereof, for the placement, maintenance and use of a communications facility and appurtenant uses, Licensor has agreed to grant to Licensee and other persons described herein, a license, to enter upon the Property to conduct activities to help Licensee assess the suitability of the Property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities (“**Site Investigations**”) at the Property.

The purpose of this Agreement is to enter into a site access license governing the Site Investigations that may be conducted by Licensee’s authorized agents, contractors, consultants and employees.

Licensee and Licensor agree as follows:

1. **Authority to Grant a License.** Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a license to Licensee to conduct the Site Investigation.
2. **Access to Property and Licensor’s Consent.** Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the “**Licensee Representatives**”), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions; (2) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods; (3) conduct physical, structural and geotechnical testing; and (4) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, building materials and other substances. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor’s business operations on the Property. The cost of all such activities shall be the responsibility of Licensee (or the Licensee Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

3. **Advance Notice.** Licensee or Licensee Representatives shall give Licensors at least twenty-four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Licensee Representatives shall cooperate with Licensors to schedule the activities so as to minimize the extent and duration of any interference with Licensors's operations.

4. **Installation, Sampling, and Removal.** Licensors shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. Licensors shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensors authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property to conduct Site Investigations. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Licensors upon Licensors's request, so long as Licensors pays for any and all additional costs incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.** (a) Licensee shall indemnify and hold harmless Licensors for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives.

(b) The indemnification in this agreement shall only apply if prompt notice is provided to the indemnifying party. The indemnity is conditioned on the following: (i) the indemnifying party has the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of the indemnifying party's choosing and (ii) the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property).

(c) The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section.

6. **Test Results.**

(a) Licensors understands and acknowledges that the environmental testing to be undertaken may create legal duties applicable to Licensors if conditions of pollution are discovered and that except

to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party as a result of this Agreement. Licensee and Licensee Representatives will provide copies of test results to Licensor unless Licensor specifically requests, in writing, prior to the start of testing, not to receive the test results from Licensee's review. Licensor acknowledges that these tests are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purposes. Licensor agrees and acknowledges that it is not authorized to share, provide, disseminate, present, and/or make available the test results to any third party unless required by law.

(b) In certain cases, test results regarding the environmental conditions of the property may result in a reporting obligation specific to Licensee or Licensee Representatives. In any of those cases, Licensee or Licensee Representative shall, if reasonably possible, notify Licensor at least twenty-four (24) hours prior to making the notification but in any case within seventy two (72) hours after making the notification to the appropriate agency. Licensor agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting and that Licensee shall not become responsible for any conditions that it discovers during the Site Investigation.

(c) Licensor acknowledges and agrees that any samples that are taken during the activities undertaken pursuant to this Agreement and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation may require off-site disposal based upon test results. Licensor agrees to execute all properly completed waste manifests or other documents required for proper disposal of test results. Licensor's obligation to sign any properly completed waste manifests or other documents required for proper disposal survives this Agreement so long as those items that require disposal were generated pursuant to this Agreement. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Licensor.

(d) Licensee may use the results of the Site Investigation as it deems appropriate and may share the results with third parties, including, but not necessarily limited to attorneys, consultants, contractors, employees and regulators.

7. **Termination.** This Agreement shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Licensor, (2) a decision by Licensee that the site is unsuitable, or (3) the date that is six (6) months after the date of full execution of this Agreement.

8. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the

remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

9. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third-party beneficiary or third-party beneficiary rights.

10. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America.

11. **Notices.** Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by email, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by email, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.

12. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.


13. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

[Signatures appear on the following page.]

EXECUTED: January 26, 2023.

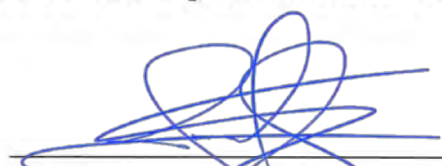
LICENSOR:

City of Miami Springs, Florida

By: 
Print Name: William Alonso
Title: City Manager
Date: 1/26/23

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: 
Print Name: Jhonathan Montenegro
Title: Sr. Real Estate Manager
Date: 1/31/2023

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

Trileaf Corporation


By: 
Print Name: Patrick Marchina
Title: Senior Group Manager
Date: 2/1/23

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All of Tract F, Block 86, of Revised Plat of Portion of Section 2 of COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 34, Page 40, of the Public Records of Miami-Dade County, Florida, LESS Lots 24, 25 and 26, Block 86, of Amended Plat of Subdivision of Blocks 86 – 92 of Section 2 COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 28, Page 19, of the Public Records of Miami-Dade County, Florida.



MEMORANDUM

To: Honorable Mayor and Council

From: Haydee Sera, Esq., Susan L. Trevarthen, Esq., and Chanae Wood, Esq.
Weiss Serota Helfman Cole & Bierman, P.L., City Attorney

Date: February 13, 2023

RE: 1st Reading: Ordinance Amending Chapter 150, "Zoning Code," Article II, "Signs"

We were asked to review the City sign code following recent court decisions that have significantly changed the way in which local governments can regulate signage, and given the lengthy time since the sign code was last comprehensively reviewed.

The following memo explains the applicable legal standards, explains why the City needs to review the legality of its sign regulations at this time, describes the currently proposed revisions, and highlights several policy and implementation issues which need the Council's input.

Legal Background

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

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

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

A 2015 U.S. Supreme Court case (*Reed v. Town of Gilbert*) placed greater limitations on how much the City's sign regulations can be tailored based on the functions or content of various sign types.

The case arose from a temporary sign category allowing a number of small directional signs to be briefly placed in the right of way prior to and following a special event of a nonprofit entity, in order to guide drivers to the location of the event. This categorical sign type was used by a small itinerant church, led by Pastor Reed, to publicize its church services at various locations including elementary schools and nursing homes. The Town of Gilbert cited the church for placing signs that failed to comply with the regulations for this sign type, because they were too large, were posted for too long, and did not contain directional content.

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

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

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

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

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

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

Court decisions in the years since *Reed* have provided additional clarity, but also made it clear that local governments should make changes. The recent decision in *City of Austin, Texas v. Reagan Nat'l Advert. of Austin, LLC*, 142 S. Ct. 1464 (2022) squarely raised the question of whether and to what extent cities could continue to rely on this assessment of *Reed*, and questioned whether billboard/off-premise sign regulation and differential treatment of commercial signs remained possible. The *Austin* decision reinforced the more reasonable limits of the Alito concurrence in *Reed*, and made clear that an incidental consideration of the content of a sign for purposes of determining or enforcing the appropriate regulation was not automatically unconstitutional.

Many sign codes in Florida, and across the country, fail to meet all of the requirements of *Reed*, *Austin*, and other applicable caselaw. Thus, we have worked with you and with City staff to develop and recommend revisions to the City's sign regulations as outlined below. Also, it is worth noting that private covenants and regulations that may address signage on private property and common areas were unaffected by *Reed* and *Austin*, and may form an independent limitation on what signs can be posted on a particular property.

Legal Revisions to City Sign Regulations

The ordinance revises sections throughout the sign code article. From a policy perspective, the draft starts from the existing standards of the Code, and supplies additional standards or revises them where required by caselaw, taking into account the professional recommendations of City staff.

Changes to the legislative intent, scope and purpose of the article are legally necessary to better articulate the compelling and substantial governmental interests that justify the regulation of signs: traffic safety and preserving aesthetics. The changes specifically reference and respond to the governing caselaw, and articulate that the requirement for local government sign regulation in Florida Statutes, the Florida Constitution's protection of scenic beauty, and the relevant goals, objectives and policies of the City's comprehensive plan—all factors that were missing from the *Reed* decision, and all presenting compelling governmental interests supporting sign regulation in Florida in the event of challenge.

Organizational changes are proposed, and strict procedures have been added to comply with constitutional prior restraint requirements applicable to sign permits.

Policy Changes to City Sign Regulations

Certain policy changes were requested by the Administration, and have been incorporated into this draft. These are summarized in the separate memo accompanying this Ordinance.

ORDINANCE NO. _____ - 2023

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING CHAPTER 150, ZONING CODE," ARTICLE II, "SIGNS" OF THE CITY'S CODE OF ORDINANCES TO ADDRESS CURRENT CASE LAW REQUIREMENTS AND TO ESTABLISH SPECIFIC STANDARDS AND REGULATIONS RELATED TO SIGNS AND RENUMBER OTHER SECTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Miami Springs (the "City"), as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, the City Council finds and determines that the Zoning Code is required to regulate signs as provided by Section 163.3202(2)(f), Florida Statutes; and

WHEREAS, the City Council does not wish to censor speech, but rather to provide for the public welfare by regulating signage in the City in a manner that enhances the aesthetics of the community, reduces visual pollution, provides clear information and minimizes distractions to drivers in the interests of traffic safety; and

WHEREAS, the City Council desires to modify and update its regulation of signs in order to respond to recent case law including *Reed v. Town of Gilbert*, 576 U.S. 155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) ("*Reed*"), and *City of Austin, Texas v. Reagan Nat'l Advert. of Austin, LLC*, 142 S. Ct. 1464 (2022) ("*Austin*"); and

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

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

WHEREAS, the City finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as newspaper advertising, internet advertising and communications, advertising in shoppers

42 and pamphlets, advertising in telephone books, advertising on cable television,
43 advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising
44 on satellite radio, advertising on internet radio, advertising via direct mail, and other
45 avenues of communication available in the City (see *State v. J & J Painting*, 167 N.J.
46 Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State*
47 *University of New York v. Fox*, 492 U.S. 469, 477 (1989); *Green v. City of Raleigh*, 523
48 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord*, 513 F.3d 27 (1st
49 Cir. 2008); *Sullivan v. City of Augusta*, 511 F.3d 16, 43-44 (1st Cir. 2007); *La Tour v. City*
50 *of Fayetteville*, 442 F.3d 1094, 1097 (8th Cir. 2006); and *Reed v. Town of Gilbert*, 587
51 F.3d 866, 980-981 (9th Cir. 2009)); and

52 **WHEREAS**, in *Reed*, the United States Supreme Court addressed the
53 constitutionality of a local sign ordinance that had different criteria for different types of
54 temporary noncommercial signs; and

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

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

64 **WHEREAS**, Justice Alito noted that the *Reed* decision, properly understood, will
65 not prevent cities from regulating signs in a way that fully protects public safety and serves
66 legitimate aesthetic objectives, including rules that distinguish between on-premises and
67 off-premises signs; and

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

72 **WHEREAS**, all of these findings pursuant to *Reed* and other prior caselaw have
73 been reaffirmed and further reinforced by the *Austin* decision; and

74 **WHEREAS**, the City finds and determines that a traffic control device, as defined
75 herein, should be exempt from regulation under the City's regulations for signage; and

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

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

82 **WHEREAS**, the City finds and determines that, as far back as 1954, the United
83 States Supreme Court recognized that "the concept of the public welfare is broad and

84 inclusive," that the values it represents are "spiritual as well as physical, aesthetic as well
85 as monetary[.]" and that "[i]t is within the power of the legislature to determine that the
86 community should be beautiful as well as healthy, spacious as well as clean, well
87 balanced as well as carefully patrolled" (*Berman v. Parker*, 348 U.S. 26, 33 (1954)); and

88 **WHEREAS**, the City finds and determines that aesthetics is a valid basis for
89 zoning, and that the regulation of the size and appearance of signs and the prohibition of
90 certain types of signs can be based upon aesthetic grounds alone as promoting the
91 general welfare (see *Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade County v. Gould*,
92 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade County*, 425
93 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 878 (1970)); and

94 **WHEREAS**, the City finds and determines that these sign regulations further the
95 character and ambiance of the City, and reflect its commitment to maintaining and
96 improving an attractive environment; and

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

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

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

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

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

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

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

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

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

128 **WHEREAS**, the City finds and determines that in meeting the purposes and goals
129 established in these findings, it is appropriate to prohibit or to continue to prohibit certain
130 sign types; and

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

136 **WHEREAS**, the City finds that local governments may separately classify off-
137 premise and on-premise advertising signs in taking steps to minimize visual pollution (see
138 *City of Lake Wales v. Lamar Advertising Association of Lakeland Florida*, 414 So. 2d
139 1030, 1032 (Fla. 1982)); and

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

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

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

157 **WHEREAS**, the City finds and determines that the City has allowed
158 noncommercial speech to appear wherever commercial speech appears; and the City
159 desires to continue that practice through the specific inclusion of a substitution clause that
160 expressly allows non-commercial messages to be substituted for commercial messages
161 (and non-commercial messages to be substituted for each other); and

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

167 **WHEREAS**, the City finds and determines that under Florida law, whenever a
168 portion of a statute or ordinance is declared unconstitutional, the remainder of the act will
169 be allowed to stand provided (1) the unconstitutional provisions can be separated from
170 the remaining valid provisions, (2) the legislative purpose expressed in the valid
171 provisions can be accomplished independently of those which are void, (3) the good and
172 the bad features are not so inseparable in substance that it can be said that the legislative
173 body would have passed the one without the other, and (4) an act complete in itself
174 remains after the valid provisions are stricken (*see, e.g., Waldrup v. Dugger*, 562 So. 2d
175 687 (Fla. 1990)); and

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

181 **WHEREAS**, the City finds and determines that the City has consistently adopted
182 and enacted severability provisions in connection with its ordinance provisions, and that
183 the City wishes to ensure that severability provisions apply to its regulations, including its
184 sign regulations; and

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

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

195 **WHEREAS**, the City finds and determines that there must be an ample record that
196 it intends that the height and size limitations on free-standing, ground, wall, and other
197 signs continue in effect regardless of the invalidity or unconstitutionality of any, or even
198 all other, provisions of the City's sign regulations, other provisions of the Code of
199 Ordinances, or other laws, for any reason (s) whatsoever; and

200 **WHEREAS**, the City finds and determines that there must be an ample record that
201 it intends that each prohibited sign-type continue in effect regardless of the invalidity or
202 unconstitutionality of any, or even all, other provisions of the City's sign regulations, other
203 provisions of the Code of Ordinances, or other laws, for any reason(s) whatsoever; and

204 **WHEREAS**, the City finds that it is in the best interest of the City and its residents
205 to amend Article II, "Signs," (attached as Exhibit A) by repealing and replacing it with a
206 new Article II, "Signs" Division 1 "Sign Regulations," and creating a new Division 2
207 "Miscellaneous" and renumbering other regulations in this chapter that are not sign
208 regulations; and

209 **WHEREAS**, the City makes the detailed findings set forth in Section 150-029 of
210 this Ordinance as to the purpose, scope and intent of the City’s sign regulations, and the
211 substantial and compelling governmental interests that are advanced by these
212 regulations; and

213 **WHEREAS**, the City reiterates its desire that there be an ample and unequivocal
214 record of its intention that the severability clauses it has adopted related to its sign
215 regulations shall be applied to the maximum extent possible, even if less speech would
216 result from a determination that any exceptions, limitations, variances, or other sign
217 provisions are invalid or unconstitutional for any reason whatsoever; and

218 **WHEREAS**, in accordance with the requirements of Chapter 163, Florida Statutes,
219 the City Council, acting as the Local Planning Agency, has reviewed the proposed
220 Ordinance and has determined that the proposed regulation is consistent with the City’s
221 Comprehensive Plan; and

222 **WHEREAS**, the City Council conducted a first and second reading of this
223 Ordinance at duly noticed public hearings, as required by law, and after having received
224 input from and participation by interested members of the public and staff, the City Council
225 has determined that this Ordinance is consistent with the City Comprehensive Plan and
226 in the best interest of the public health, safety and welfare.

227 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL**
228 **OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**¹

229 **Section 1. Recitals.** That the above recitals are confirmed, adopted, and
230 incorporated herein and made a part hereof by reference.

231 **Section 2. Repeal.** That Chapter 150, “Zoning Code,” Article II, “Signs”,
232 Sections 150-029 through 150-038 of the Code of Ordinances of Miami Springs, Florida,
233 attached hereto as Exhibit “A,” is repealed in its entirety.

234 **Section 3. Amending Code.** That Chapter 150, “Zoning Code,” Article II,
235 “Signs”, Division 1 “Sign Regulations” of the Code of Ordinances of Miami Springs,
236 Florida, is hereby created as follows:

237 **Chapter 150 – ZONING CODE**

238 * * *

239 **ARTICLE II. SIGNS**

240 **Division 1. Sign Regulations**

241 **Sec. 150-029. Intent, scope, findings, substitution, purpose and severability.**

242 (A) *Intent.* The intent of this division is to create a comprehensive system of graphic
243 controls on private property, through the promotion of quality business identification
244 and indexing, to facilitate clear communication of signs, to reduce traffic and
245 structural hazards, and to enhance the visual appearance of the City.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

(B) *Scope.*

- (1) The provisions of this division shall govern the number, size, location, and character of all signs which are allowed under the terms of this division. No signs shall be allowed on a plot or parcel either as a main or accessory use except in accordance with the provisions of this division.
- (2) This division does not regulate the following:
 - (a) Government signs on government property or public rights-of-way, including, but not limited to, City signs on property owned or controlled by the City, Miami-Dade County or the State of Florida;
 - (b) Hazard, life-safety, warning signs, and traffic control devices required or installed by a government agency on public or private property;
 - (c) Notices required to be posted by law or ordinance on public or private property; and
 - (d) Signs that are wholly within the interior of a building or structure, and not visible from the exterior of such building or structure.
- (3) In the event of any conflict between this division and any declaration of covenants, bylaws, or other restrictions applying to any property within the City, the language affording the more restrictive interpretation shall apply.
- (4) The City specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the City to further these interests.

(C) *Purpose.*

- (1) *Florida Constitution.* Article II, Section 7 of the Florida Constitution provides that “[i]t shall be the policy of the state to conserve and protect its natural resources and scenic beauty. . . .” A beautiful environment preserves and enhances the desirability of the City as a place to live and to do business. Implementing the Florida Constitution is a compelling governmental interest.
- (2) *Florida Statutes.* Florida law requires cities to adopt comprehensive plans and implement them through land development regulations (also known as zoning regulations) and approval of development orders that are consistent with the comprehensive plan. See Part II of Chapter 163, Florida Statutes. Florida law specifically requires that the City adopt sign regulations. See Section 163.3202(2)(f), Florida Statutes. Complying with state law is a compelling governmental interest.
- (3) *City Comprehensive Plan, and Code of Ordinances.* The City is a distinctive community with a wide range of land uses. Several goals, objectives, and policies of the City’s comprehensive plan, as well as provisions of the City’s code of ordinances, require the City to maintain its character and aesthetics and assure traffic safety through its land development regulations and actions, including through sign regulation, and examples of these provisions follow:

287 (a) City Comprehensive Plan

288 (i) Future Land Use Element:

289 (1) Goal 1: Miami Springs should be a residential community which
290 offers the best possible residential environment consistent with its
291 location and development history. Development policies should
292 protect and preserve its single-family residential character and
293 neighborhoods by maintaining an adequate supply of safe decent
294 and affordable housing for its current and future residents.

295 (2) Objective 1.1. Maintain existing development and achieve new
296 development and redevelopment consistent with the community
297 character statement articulated as the Community Character Goal
298 above and which: 1) protects and preserves single-family
299 neighborhoods as safe, decent and affordable residential areas . . .

300 (3) Policy 1.1.3. The City shall enact and enforce land development code
301 provisions governing subdivisions, signs and floodplain protection.
302 Such provisions shall be consistent with this plan and with the
303 applicable Florida statutory and administrative code guidelines.

304 (4) Objective 1.3. In general, encourage the elimination or reduction of
305 uses which are inconsistent with the community's character and
306 future land uses. This objective shall be measured by implementation
307 of its supporting policies.

308 (ii) Transportation Element:

309 (1) Objective 1.2. In general, coordinate the traffic circulation system
310 with land uses shown on the future land use map. In particular,
311 provide the traffic circulation system which is shown on the Future
312 Transportation Map. This objective shall be made measurable by its
313 implementing policies.

314 (2) Policy 1.2.1. Speeding and through-traffic on residential streets shall
315 be identified and mitigated wherever necessary so as to make streets
316 and sidewalks as pedestrian friendly as feasible. Various options for
317 speed and traffic controls should be explored. Such options may take
318 the form of stricter enforcement of speed limits, the placement of stop
319 signs and utilizing other traffic calming techniques. Appropriate
320 analysis and planning should be undertaken prior to final construction
321 in the case of approaches which require physical solutions.

322 (3) Objective 1.13 Identify effective strategies involving parking, traffic
323 efficiency and alternative traffic routes.

324 (b) City Code Provisions

- 325 (i) Chapter 70. *Traffic Regulations*, Sec. 70-01. - *Adoption by*
326 *reference.* (A) The "State Uniform Traffic Control Law" (F.S.
327 Chapter 316) is adopted as an ordinance of the City.

(B) The proper officers of the City are directed to enforce the provisions of the "State Uniform Traffic Control Law" within the City and said officers are directed to apprehend persons violating said "State Uniform Traffic Control Law" who may attempt in the presence of the officer to leave the City limits, notwithstanding that the officer may be required to effect an arrest outside the City limits.

(ii) The City Council adopted a Zoning Code, Chapter 150, that regulates the bulk, placement, materials, and appearance of development, and places limits on lighting, parking, and accessory structures, all in the interest of ensuring and preserving the aesthetics of the community.

(iii) Section 150-070.1 establishes the Miami Springs Gateway Overlay District and imposes architectural design standards for this District.

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

- (a) *Reed v. Town of Gilbert*, 576 U.S. 155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic of noncommercial temporary signs;
- (b) *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) on the topic of commercial signs and off-premises signs;
- (c) *City of Ladue v. Gilleo*, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;
- (d) *Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;
- (e) *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling places;
- (f) *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980) on the topic of commercial speech; and
- (g) *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property.
- (h) *City of Austin, Texas v. Reagan Nat'l Advert. of Austin, LLC*, 142 S. Ct. 1464 (2022) on the topic of off-premises sign regulation.
- (i) *Shurtleff v. City of Boston, Massachusetts*, 142 S. Ct. 1583, 1584 (2022) on the topic of commercial flags.

(5) *Impact of Sign Clutter.* Excessive signage and sign clutter impair the legibility of the environment, and undermine the effectiveness of governmental signs, traffic control devices, and other required signs (such as incidental, directional and identification signs) that are essential to identifying locations for the delivery of emergency services and other compelling governmental purposes. The intent of these sign regulations is to enhance the visual environment of the City, ensure

that the City residents, visitors, and emergency responders can safely navigate through the City to their intended destinations, and promote the continued well-being of the City. It is therefore the purpose of this division to promote aesthetics and the public health, safety, and general welfare, and assure the adequate provision of light and air within the City through reasonable, consistent, and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests.

(6) *Specific Legislative Intent.* More specifically, the sign regulations are intended to:

- (a) Encourage the effective use of signs as a means of communication in the City;
- (b) Ensure pedestrian and traffic safety;
- (c) Minimize the possible adverse effect of signs on nearby public property, public rights-of-way, and private property;
- (d) Foster the integration of signs with architectural and landscape designs;
- (e) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive sign height, and excessive sign area that compete for the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding;
- (f) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter, or that conceal or obstruct adjacent land uses or signs;
- (g) Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the land uses, activities, and functions to which they pertain;
- (h) Curtail the size and number of signs to the minimum reasonably necessary to identify the location and the nature of a land use, and to allow smooth navigation to these locations;
- (i) Establish dimensional limits and placement criteria for signs that are legible and proportional to the size of the parcel and structure on which the sign is to be placed, or to which it pertains;
- (j) Regulate signs so that they are effective in performing the function of identifying and safely directing pedestrian and vehicular traffic to a destination;
- (k) Preclude signs from conflicting with the principal use of the parcel and adjoining parcels;
- (l) Regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists, or pedestrians;

- (m) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed, and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (n) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts in the City;
- (o) Allow traffic control devices consistent with national standards without regulation in this division because they promote highway safety by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warnings and guidance needed for the safe, uniform, and predictable operation of all modes of travel, while regulating private signs to ensure that their size, location, and other attributes do not impair the effectiveness of such traffic control devices;
- (p) Protect property values by precluding, to the maximum extent possible, signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- (q) Protect property values by ensuring that the size, number, and appearance of signs are in harmony with buildings, neighborhoods, structures, and conforming signs in the area;
- (r) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the City and that complements the natural surroundings in recognition the City's reliance on its natural surroundings and beautification efforts as a source of economic advantage as an attractive place to live and work;
- (s) Classify and categorize signs by type and zoning district;
- (t) Not regulate signs more than necessary to accomplish the compelling and important governmental objectives described herein;
- (u) Enable the fair and consistent enforcement of these sign regulations;
- (v) Permit, regulate, and encourage the use of signs with a scale, graphic character, and type of lighting compatible with buildings and uses in the area, so as to support and complement the goals, objectives, and policies set forth in the City's comprehensive plan;
- (w) Establish regulations for the design, erection, and maintenance of signs for the purpose of ensuring equitable access to graphic communication, while maintaining a harmonious and aesthetically pleasing visual environment within the City, recognizing that signs form an integral part of architectural building and site design and require equal attention in their design, placement, and construction;
- (x) Provide for the unique signage needs of multi-tenant properties through the uniform signage plans that assure a consistent and cohesive appearance and enhance legibility of sign messages through their common design;

- (y) Provide an effective method to deter individuals and businesses from attaching unsightly and distracting signs to public structures within or adjacent to public rights-of-way; and
- (z) Be considered the maximum standards allowed for signage, and regulate signs in a permissive manner so that any sign is not allowed unless expressly allowed by this division, and not expressly prohibited.
- (7) *Severability.* If any provision of this division is found by a court of competent jurisdiction to be invalid, such finding must not affect the validity of the other provisions of this division that can be given effect without the invalid provision.
- (a) *Generally.* If any part, section, subsection, paragraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, graph, subparagraph, sentence, phrase, clause, term, or word of this division. Should any section, paragraph, sentence, clause, phrase, or other part of this division or the adopting ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this division or the adopting ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.
- (b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth in this section (7), or elsewhere in this division or the adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or the adopting ordinance, even if such severability would result in a situation in which there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.
- (c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth in section (7), or elsewhere in this division or the adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or the adopting ordinance or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or the adopting ordinance that pertains to prohibited signs.
- (d) *Severability of prohibition on off-premises signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or any other code provisions or laws are declared

invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition of off-premises signs as contained herein.

- (8) *Substitution.* Notwithstanding any provisions of this division to the contrary, to the extent that this division allows a sign containing commercial content, it shall permit a noncommercial sign to the same extent. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this division.

Sec. 150-030. - Definitions.

Abandoned sign. A sign that:

- (1) For a period of 30 days or more, no longer correctly directs or informs any person or advertises a bona fide occupant, product or activity conducted, or project on the premises; or
- (2) For a period of 30 days or more, identifies a time, event or purpose that has passed or no longer applies; or
- (3) For a period of 30 days or more, contains letters that are missing to the extent the intended message is rendered indecipherable.
For a period of 30 days or more, is not maintained pursuant to the applicable sign maintenance requirements of section 150-031(d), 150-033 and 150-036.
- (4) Any freestanding structure installed expressly for the purpose of affixing a sign, which bears no sign or copy for a period of 6 consecutive months.

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

A-Frame sign. A movable temporary sign usually constructed to form an "A" or tent-like shape.

Animated sign. Any sign or part of a sign that flashes, scintillates, flickers, changes physical position, or light intensity or color by any movement or rotation or that gives the visual impression of such movement or rotation.

Balloon sign. Any sign of fabric type material inflated by cold air to a point of semirigidity for the purpose of floating above the ground.

536 *Banner sign.* A temporary sign made of cloth, fabric, paper, non-rigid plastic, or
537 similar type of material associated with a tenant space, that may be mounted on a pole
538 or attached to a façade or fence where authorized by this division.

539 *Building identification sign.* A sign used to identify the name or address of a
540 building.

541 *Bunting.* Any kind of pennant, streamer or other similar fabric decoration.

542 *Canopy.* A roof-like structure, generally self-supporting, that may be freestanding
543 or attached to a principal structure, providing shade and weather protection, typically
544 utilized in locations such as over drive-thru lanes, walkways, entrances, and gasoline
545 pumps.

546 *Changeable copy sign.* A sign designed for displaying copy where the copy is
547 manually changeable and affixed to or made a part of the sign.

548 *Commercial event sign.* A temporary banner sign announcing any commercial
549 special event such as, but not limited to, the first opening of a business not previously
550 conducted in the City by the same person or at the particular location, or the first sale of
551 dwellings in a residential project.

552 *Copy.* Written or graphic material that is placed, displayed, or depicted or otherwise
553 indicated on a sign.

554 *Copy Cat Sign.* Signs that resemble any official sign or markers and that because
555 of design, location, position, shape, or color may be reasonably confused with or
556 construed as traffic-control devices or regulatory signs.

557 *Development identification sign.* A sign that is allowed to be installed only around
558 the perimeter of a development to identify the development.

559 *Directional sign.* A noncommercial sign placed on a concrete base, located on and
560 relating to an activity on the premises upon which the sign is located, providing directional
561 and safety information to pedestrian and vehicular traffic, for example: *entrance*, *exit*, and
562 *caution*. Often associated with a drive through lane, entrance or intersection.

563 *Double-faced sign.* A sign with two faces that are typically parallel.

564 *Double-faced freestanding sign.* A sign with two faces that are typically parallel.
565 Double-face freestanding signs shall have a maximum distance of three feet between the
566 sides and an internal angle not to exceed 15 degrees.

567 *Emitting sign.* Signs that emit audible sound, odor, or visible matter such as smoke
568 or steam.

569 *Eave line.* The lowest line of the eaves on a pitched roof building.

570 *Façade.* The face of a building from the ground to the top of the parapet in the
571 case of buildings with flat roofs, and from the ground to the ridge line of the roof in the
572 case of buildings with a pitched roof.

573 *Flag.* Any fabric, plastic, canvas, material or bunting containing distinctive
574 color(s), pattern(s), symbol(s), emblem(s) or insignia(s) containing noncommercial
575 speech or used as a symbol of a government, political subdivision or other governmental
576 entity, or institutional entity, or idea.

577 *Freestanding sign.* Any sign erected and maintained on a freestanding frame,
578 mast, or pole not attached to any building.

579 *Frontage, street.* The portion of a building abutting or facing a public right-of-way.

580 *Grade.* The average finished ground level of a parcel on which a sign is located.

581 *Ground sign.* Any freestanding solid structure containing one or two sign faces
582 which is supported solely by its own ground-mounted base and which is not attached or
583 affixed in any way to a building or other structure.

584 *Human sign.* A person or animal used to draw attention to a business or
585 commercial event by holding, wearing or drawing attention to a sign outdoors.

586 *Illegal sign.* A prohibited sign or a sign installed without a permit, if required.

587 *Illuminated sign.* A sign that is internally or externally illuminated by artificial
588 means.

589 *Inflatable sign.* A sign made of a flexible material that is capable of being expanded
590 by air or other gas to form a three-dimensional shape.

591 *Item of information.* A word, an initial, a logo, an abbreviation, a number, a symbol,
592 or a graphic shape.

593 *Lot.* The smallest division of land identified as a single unit of ownership for
594 conveyance and legal development purposes, and delineated by a closed boundary that
595 is inclusive of the horizontal area within lot lines.

596 *Major tenant.* A tenant with indoor space of 10,000 square feet or more.

597 *Master sign plan.* Drawings and plans that illustrate the sign program for the
598 overall development, including size, location, type, architectural design, dimensions, and
599 other design standards including materials, color, and sign illumination

600 *Mobile sign.* Signs mounted on top or on the rear of a vehicle or bicycle, or signs
601 attached to or located on a trailer or other equipment towed by a vehicle or bicycle. Signs
602 of a portable or mobile nature attached after-market, including signs mounted on top of
603 or on the rear of a vehicle, and signs attached to or located on a trailer or other equipment
604 towed by a vehicle. A mobile sign shall not be construed to include any sign mounted on
605 a vehicle or trailer by the original manufacturer.

606 *Monument sign.* A freestanding permanent sign with a solid base located on or
607 close to the ground that is constructed of the same or aesthetically comparable materials
608 and products of which the principal building finish on the same property is constructed.

609 *Non-conforming sign.* A sign or sign structure that by its design, height, type, sign
610 area, location, use, structural support, or otherwise, does not conform to the requirements
611 of this division after adoption.

612 *Non-residential district.* All zoning districts that are not residential districts.

613 *Obstructing sign.* A sign that obstructs the vision of pedestrians, cyclists, or
614 motorists traveling on or entering public streets.

615 *Off-premise sign.* Any sign mounted on a building, wall, or freestanding structure
616 advertising a commercial establishment, activity, product, service, or entertainment that
617 is sold, produced, manufactured, available, or furnished at a place other than on the
618 property on which said sign is located.

619 *Parapet.* A false front or wall extending above the roofline.

620 *Parapet line.* The line of a parapet on the facade of a flat roofed building with a
621 parapet, and the line of the roof on the facade of a flat roofed building without a parapet.

622 *Pole sign.* A permanent sign mounted on a pole that is more than 3 feet in height.

623 *Residential district.* A single family, duplex, multifamily, or townhouse zoning
624 district.

625 *Roof sign.* A sign erected or visible over, above, across, or on the roofline or parapet
626 line of any building, that is dependent on the roof, parapet, or mansard for support.

627 *Sign.* Any object, device, display, structure, name, identification, description,
628 illustration, or part thereof that is affixed to, painted or represented directly or indirectly
629 upon a building or other outdoor surface that directs attention to or is designed or intended
630 to direct attention to the sign face or to an object, product, place, activity, person,
631 institution, organization, or business. Signs located completely within an enclosed
632 building, and at least 3 feet from an opening are not considered a sign. Each display
633 surface of a sign or sign face is considered to be a sign.

634 *Sign area.* The entire face of a sign, including the surface and framing, trim, or
635 molding, but not including the supporting structure.

636 *Sign face.* The entire display surface area of a sign upon, against or through which
637 copy is placed.

638 *Sign height.* The height of the sign measured from the grade to the top of the sign,
639 in accordance with the requirements of this division.

640 *Sign structure.* Any structure that is designed specifically for the purpose of
641 supporting a sign, including any decorative covers, braces, wires, supports or

components attached to or placed around the sign. Decorative and screen walls (such as freestanding masonry walls, stone walls and the like) that contain development identification signage are not sign structures.

Snipe sign. Any small sign, generally of a temporary nature, made of any material, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences, or other objects not designed to support a sign.

Storefront. The façade of a store or tenant space, typically on the ground floor or street level not to exceed 90 days unless otherwise provided herein.

Temporary sign. A sign that is not permanently affixed or installed, or is displayed for a limited period of time.

Unauthorized sign. Any sign erected on or attached to public or private property, real or personal, without the express permission of the owner of such property.

Wall. An exterior vertical structure encompassing the area between the grade and the eave line or roofline of a building that encloses the building, or that is an enclosure for the perimeter of a property.

Wall sign. A sign fastened to the exterior wall of a building or structure in such a manner that the wall becomes the supporting structure for or forms the background surface of the sign, and that does not project outward more than 18 inches from such building or structure. Not a cabinet sign.

Window area. The entire glass area of a window or door used for calculation of maximum sign area, including any mullions or transoms within a window or door, but excluding the supporting structures of such window or door.

Window sign. A sign placed inside, upon, or within 3 feet of a first-story window at or below 12 feet above the associated doorway grade level visible from the exterior of the window.

Sec. 150-031. – Prohibited; legal non-conforming signs; mandatory signs; public safety.

(A) Signs in all zoning districts must be constructed pursuant to valid building and sign permits, when required under this division or the Building Code, and authorized or mandated by this division. This section shall not be interpreted or applied to require the removal of a billboard or other off-premise sign pursuant to F.S. § 70.20.

(B) The signs listed below are prohibited:

(1) Animated signs

(2) Copycat and obstructing signs

(3) Emitting signs

680 (4) Human signs

681 (5) Illegal signs

682 (6) Inflatable signs and balloons

683 (7) Mobile signs

684 (8) Off-premise signs

685 (9) Pole signs

686 (10) Projecting signs

687 (11) Roof signs

688 (12) A-frame or sandwich signs

689 (13) Snipe signs

690 (14) Painted wall signs

691 (15) Signs that are not authorized by the property owner.

692 (16) Any other sign not specifically allowed by this division.

693 (C) Private signs on public property and rights-of-way are unauthorized and subject
694 to removal and disposal.

695
696 (D) *Legal non-conforming signs*. Signs or sign structures made non-conforming upon
697 passage of these sign regulations or on passage of any amendment hereto shall
698 be governed by the following regulations.

699
700 (1) *Non-conforming Signs*. A sign existing within the City, upon the passage
701 of these sign regulations or any amendment hereof which, because of its
702 height, square foot area, location, design or other characteristic, does not
703 conform to this division, is hereby declared to be a legal non-conforming
704 sign, if it was approved with a permit prior to the effective date of this
705 division.

706
707 (2) *Loss of Legal Non-conforming Status*: A legal non-conforming sign shall
708 immediately lose its legal non-conforming designation if:

709
710 (i) The sign is altered in any way (except for the normal use of
711 changeable copy signs and normal maintenance) that makes the sign
712 less in compliance with the requirements of this division than it was
713 before the alteration, including updating the technology used in a sign;
714 or

715
716 (ii) The sign is relocated to a position making it less in compliance with
717 the requirements of this division; or

718
719 (iii) The sign is replaced or abandoned.

In the event that the Zoning and Planning Director determines that any one of the events listed in this subsection has occurred, then the sign shall be immediately brought into compliance with this division by securing a new permit or by removal of the sign.

(3) *Non-conforming Sign Maintenance and Repair.* Previously permitted non-conforming signs and sign structures shall not be enlarged, altered, or moved without the entire sign being brought into compliance with this division. Any sign face that does not increase the degree of non-conformity on non-conforming signs may be replaced with valid building and sign permits, including lighting and electrical alterations.

(4) *Damaged or Destroyed Non-conforming Signs.* If a non-conforming sign is damaged or destroyed by any means and cost to repair the sign is 50% or more than the cost to replace it, the sign shall be removed and any replacement shall comply with this division.

(5) *Illegal Signs.* The status afforded signs under this section shall not be applicable to any sign for which no building permit or sign permit was ever issued when such permits were required at the time the sign was placed or erected; such signs are deemed illegal signs.

(6) *Non-conforming Sign Maintenance.* Nothing in this section shall relieve the owner or user of a non-conforming sign, or the owner of the property on which the non-conforming sign is located, from required compliance with the provisions of this division regarding safety, maintenance, and repair of signs.

(E) *Mandatory signs.*

The following signs in this section are mandatory in every zoning district, or as may otherwise be approved in a master sign plan applicable to the property based on the height and setback of structures:

(1) All residential and nonresidential structures shall post the building address in a location viewable, readable, and unobstructed from the adjacent public or private right-of-way.

(a) *Residential buildings with 4 or fewer dwelling units.* The size of address numbers for residential buildings with 4 or fewer dwelling units shall be at least 3 inches high.

(b) *Residential buildings with more than 4 dwelling units; nonresidential buildings.* The size of address numbers for residential buildings with more than 4 dwelling units and for nonresidential buildings shall be at least 10

inches high.

(2) *Required Posting.* Where a federal, state, or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state, or local law to exercise that authority by posting a sign on the property. If the federal, state, or local regulation describes the form and dimensions of the sign, the property owner must comply with those requirements; otherwise, when not defined, the sign shall be no larger than 2 square feet and located in a place on the property to provide access to the notice that is required to be made.

(3) *Official Notice.* Official notices may be posted or displayed by or under the direction of any public or court officer in the performance of official or directed duties; provided, that all such signs must be removed by the property owner no more than 10 days after their purpose has been accomplished or as otherwise required by law.

(F) *Public Safety.*

(1) No sign or sign structure shall be placed in such a position or manner as to interfere with traffic safety.

(2) No sign or sign structure shall be placed in such a position or manner as to obstruct or interfere, either physically or visually, with any fire apparatus, police apparatus, traffic signal or sign, or any devices maintained by or under public authority.

(3) No sign or sign structure shall be attached in any form, shape, or manner that will interfere with any opening required for ventilation.

(4) No sign or sign structure shall be erected, constructed, or maintained as to obstruct any fire escape, required exit, window, or door opening used as a means of egress.

Sec. 150-032. - Temporary signs.

(A) *Temporary Signs, General Standards.*

(1) Temporary signs shall be constructed of durable, weatherproof material.

(2) A temporary sign shall not directly or indirectly create a traffic or fire hazard, interfere with the free and unobstructed use of streets, sidewalks, or building entrances, or obstruct clear vision at the intersection of any streets, drives, or public or private vehicular access ways or so that it may be confused with authorized traffic signs or devices.

(3) All signs shall be placed inside the sidewalk or, if there is no sidewalk, set back a minimum of 16 feet from the edge of the street pavement, unless otherwise specified in this section, and shall provide a minimum 18-inch clearance from rights-of-way, curbs, sidewalks, and landscaping, or a larger clearance if deemed necessary by the City engineer.

(4) Unless otherwise specified in this division, the sign face of any temporary sign must not be larger than 4 square feet.

(5) Unless otherwise specified herein, temporary signs related to an event must be removed within 10 days following that event.

(B) *Temporary Signs, Permit Not Required.* Temporary signs authorized by this section do not require a sign permit.

(1) *Temporary Non-commercial Signs, Year-round.* The following temporary non-commercial signs are allowed at any time on private property:

(a) A property owner may place a sign or signs totaling no more than 8 square feet on the lot, compliant with the minimum setbacks, at any time.

(b) A property owner may place a sign no larger than 4 square feet in one window visible from a public right-of-way on the lot at any time.

(2) *Additional Temporary Non-commercial Sign Before an Election.*

(a) One temporary noncommercial sign totaling no more than 4 square feet per 0.25 acre of land may be located on the lot for a period of 90 days prior to an election affecting the lot on which the sign(s) is(are) located.

(b) Where the size of the lot is smaller than 0.25 acres and has a lawfully existing principal building, one temporary noncommercial sign totaling no more than 4 square feet may be located on the lot for a period of 90 days prior to an election affecting the lot on which the sign is located.

(3) *Additional Temporary Signs When a Property Is Being Offered For Sale or Lease.* One temporary sign per street frontage, totaling no more than 3 square feet, may be located on a lot:

(a) When that property is being offered for sale or lease through a licensed real estate agent; or

(b) If not offered for sale or lease through a licensed real estate agent, when the sign is owned by the property owner and that property is offered for sale by the owner; and

(c) For a period of 7 days following the date on which a contract of sale has been executed.

(4) *Additional Temporary Sign When a Property Being Offered for Sale or Lease Is Open to the Public.* One temporary sign, totaling no more than 216 square feet or 12"x18", may be located on a lot on the day prior to and on the day when a property owner is opening the property to the public.

(5) *Total Temporary Signs at Any One Time.* A person exercising the right to place temporary signs on a property as described anywhere in this section must limit the total sign area on the lot at any one time as follows:

(a) Per residential lot: The total sign area of all temporary signs shall not exceed a maximum of 8 square feet in total sign area, plus a window sign not to exceed 2 square feet.

(b) Per non-residential lot: The total sign area of all temporary signs shall not exceed a maximum of 32 square feet per lot, plus window signage not to exceed 8 square feet.

(6) *Additional Temporary Non-commercial Sign During Winter.* Notwithstanding section (B)(5), from November 1 to March 15 each year:

(a) A property owner may place 1 additional temporary non-commercial sign on the lot.

(b) A property owner may also use lights that do not exceed 0.3 foot-candles above ambient light levels as measured at the property line between the hours of 8AM and 10PM to decorate the property even if the lights might be arranged to form text.

(7) *Construction Fence Banner Signs, Commercial:*

(a) Banners shall be securely fastened and flush against a temporary construction fence along street frontages and shall not be illuminated.

(b) The maximum area devoted to text shall be 12 square feet, which may be repeated every 100 feet. Remaining area of the construction fence banner sign may be graphics or photographs.

(c) The maximum height of the banners shall be 6 feet or the height of the fence, whichever is smaller.

(d) Banners shall be removed when temporary construction fencing is removed or when there are no active permits for the site of the fencing.

(C) *Temporary Signs, Permit Required.* Temporary signs authorized by this section require a sign permit.

(1) *Building Banner Sign, Commercial Special Event.*

(a) A maximum of one banner per ground floor tenant of a commercial building with a maximum sign area of 30 square feet. Signs shall be securely fastened to the building facade and shall not extend above the roofline or parapet.

(b) Banner placement is limited in duration to no more than 14 days prior to and 14 days after the date of the event or activity to which they relate, or the first 30 days after an opening of a new business. Maximum duration of two months per calendar year.

Sec. 150-033. - Permanent signs, commercial - general standards.

(A) *Maintenance.* All signs shall be kept in good condition and operational. All signs shall be compliant with the Building Code and National Electric Code (if applicable), present a neat appearance, and be maintained free of debris, stains, mold, discoloration, or deterioration. The repainting, changing of parts, and maintenance of an approved sign shall not require a permit, provided such maintenance is consistent with an approved sign plan and this division.

(B) *Hazard.* A sign shall not directly or indirectly create a traffic or fire hazard, interfere with the free and unobstructed use of streets, sidewalks or building entrances or obstruct clear vision at the intersection of any streets, drives, or public or private vehicular access ways or so that it may be confused with authorized traffic signs or devices.

(C) *Setback.* All signs shall be setback a minimum of 5 feet from the property line, unless otherwise specified in this division, and shall provide a minimum 18-inch clearance from rights-of-way, curbs, sidewalks, and landscaping, or a larger clearance if deemed necessary by the City Engineer. Freestanding signs shall be setback a minimum of 7 feet from any public right-of-way line, 5 feet from any adjacent property line, or 25 feet from any public right-of-way intersection.

(D) *Separation.* All signs not mounted to a building shall be separated from another sign by 200 feet.

(E) *Lighting.* Lighting of permanent signs shall be white, non-glaring, directed away from adjoining properties, and shall be designed to avoid affecting the vision of drivers on adjacent roadways.

(F) *Screening.* All mechanical and electrical elements of a sign shall be fully screened or concealed.

944 (G) *Landscaping.*

- 945
- 946 (1) *General.* All sign structures shall be landscaped to ensure that the base or
- 947 foundation of the sign at the ground adjacent to the sign is properly
- 948 screened. Landscaping shall be installed and maintained in a manner not
- 949 to interfere with visibility of a sign.

- 950
- 951 (2) *Monument Signs.* Monument signs shall be located in a landscaped area
- 952 and include 100 square feet of additional landscaping in accordance with
- 953 a landscape plan approved by the City Manager or designee. The
- 954 landscaped area shall be enclosed with a continuous poured concrete curb
- 955 (Miami-Dade County "Type D"). Monument signs shall also adhere to all
- 956 other applicable landscaping requirements.

- 957
- 958 (H) *Sign Height.* Sign height shall be measured from the grade of surrounding
- 959 property. Grades raised solely to increase sign height shall not be used to
- 960 determine allowable height; if only the area around the sign is bermed, then the
- 961 height of the sign is determined from the crown of the fronting street. Grade
- 962 elevations raised as part of landscaping, berms, and approved entry features may
- 963 be utilized to determine height. Sign height shall be measured from the highest
- 964 point to the lowest point, including all elements of the sign. All spaces between
- 965 each line of copy shall be included in the sign height. If signage includes a colored
- 966 background, the background shall also be included in the sign height.

967

968 (I) *Signs facing residential districts restricted.*

- 969
- 970 (1) *Illuminated Signs.* No illuminated signs shall face any residential district in
- 971 such a way that it shines directly onto residential properties.

- 972
- 973 (2) *Monument Signs.* No sign face of a monument sign shall face a single-family
- 974 residential district.

- 975
- 976 (J) *Finished appearance required for rear of certain signs.* Where the rear or side of
- 977 any sign is visible from any street or from any adjoining residential district, said
- 978 side or rear shall be finished with a neat surface that conceals the structural
- 979 members and electrical equipment of the sign.

980

981 (K) *Mounting.*

- 982
- 983 (1) Wall signs shall be mounted flush to the wall and centered on the front
- 984 frontage of the property.

- 985
- 986 (2) Wall signs shall not be mounted to, or extend above or below, the edge of any
- 987 wall or above the parapet.

- 988
- 989 (3) Monument signs shall be on a concrete foundation or footing, and shall have

a minimum width of 75% of the sign face width.

(L) *Computation of Sign Number and Sign Area:*

- (1) The measurement of the area of a sign shall include the entire face of a sign, including any framing, trim, molding, or any feature extending beyond framing, trim, or molding, but not include the supporting structure. In the case of double-faced signs, if the two faces are parallel or constructed at an angle of 15 degrees or less, then the two faces shall be considered a single sign face. If the angle of a double-faced sign is greater than 15 degrees, each sign face shall be included for determining the total area.
- (2) For the purpose of computing the number and area of signs, the frontages of lots shall be established by orientation of the main entrances of the buildings. If this method is not determinative, the Zoning and Building Director shall determine frontages on the basis of traffic flow and access from adjacent streets.
- (3) Sign area shall be measured from the highest point to the lowest point, including all elements of the sign. All spaces between each line of copy shall be included in the sign area. If signage includes a colored background, the background shall also be included in the area.

Sec. 105-034. - Permanent signs, residential districts.

- (A) *Freestanding signs* A freestanding sign shall be permitted only on a property with a nonresidential building of at least 1,000 square feet.
- (i) *Quantity.* A free standing or double-face freestanding sign is allowed at each vehicular entrance into a residential development, provided there are at least 500 feet of separation between the sign and any other freestanding sign within a development.
 - (2) *Minimum frontage.* A freestanding sign shall only be allowed on a property with at least 100 feet of street frontage on a single street.
 - (3) *Minimum setbacks.* A freestanding sign shall not be located (leading edge) less than seven feet from any public right-of-way line, five feet from any adjacent property line, or 25 feet from any public right-of-way intersection.
 - (4) *Corner lots.* A freestanding sign on a corner property shall be permitted only along the main street.\
 - (5) *Dimensions.* The dimensions of freestanding signs permitted under this section shall not exceed the following:

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| Building Gross Floor Area (Sq. Ft.) | Total Sign Height (Feet) | Area per Sign Side (Sq. Ft.) | Total Face Area (Sq. Ft.) |
|-------------------------------------|--------------------------|------------------------------|---------------------------|
| 1,000 ± 10,000 | 6 | 25 | 50 |
| 10,000 ± 25,000 | 8 | 49 | 98 |
| 25,000 ± 50,000 | 12 | 64 | 128 |
| 50,000 ± 100,000 | 16 | 81 | 162 |
| 100,000+ | 18 | 100 | 200 |

- (B) *Directional sign.*
- (1) *Quantity.* As approved as part of the document associated with the site plan approval for the development.
 - (2) *Maximum Area.* 3 square feet per sign face.
 - (3) *Maximum Height.* 3 feet.
- Sec. 105-035. - Permanent signs, non-residential districts.**
- (A) *Free standing sign.* Freestanding signs are allowed in accordance with the following provisions.
- (1) *Quantity.*
 - (i) *Lots with a street frontage of 100 feet up to 200 feet on a single street or a total street frontage of 100 feet or more.* One freestanding sign is allowed in accordance with the standards set forth in this section.
 - (ii) *Lots containing at least 200 feet of street frontage on a single street or 100,000 square feet of gross floor area.* Two freestanding signs are allowed, provided that the second sign shall not exceed the maximum parameters of the next lowest category for which the property is eligible in accordance with § 150-035(B) below, and provided further that the signs shall be separated by a minimum distance of 25 feet.
 - (2) *Corner lots.* A freestanding sign on a corner property shall be allowed only along the main street.
 - (3) *Minimum Building size.* A freestanding sign shall be allowed only on a property with a nonresidential building of at least 1,000 square feet.

- (4) *Dimensions.* The dimensions of freestanding signs allowed under this section shall not exceed the following:

| Building Gross Floor Area (Sq. Ft.) | Total Sign Height (Feet) | Area Sign (Sq. Ft.) | per Side Total Face Area (Sq. Ft.) |
|--|-----------------------------|------------------------|---|
| 1,000 ± 10,000 | 6 | 25 | 50 |
| 10,000 ± 25,000 | 8 | 49 | 98 |
| 25,000 ± 50,000 | 12 | 64 | 128 |
| 50,000 ± 100,000 | 16 | 81 | 162 |
| 100,000+ | 18 | 100 | 200 |

- (B) *Wall signs.* Wall signs are allowed in accordance with the following provisions.

(1) *Quantity.*

(i) 1 wall sign is allowed for each building or storefront on a lot, in accordance with the standards set forth in this section. Notwithstanding the foregoing, freestanding buildings or endcaps are allowed a second sign. The second sign will not exceed the area of the front wall sign.

(ii) In addition to ground level wall signs for purposes of tenant identification, a maximum of 3 building identification signs shall also be allowed on the top floor of a building.

- (2) *Size.* The maximum area of the front sign shall be in accordance with the following table and any secondary wall sign shall not exceed the size of the front sign:

| Location of Sign on Building | Square Footage of Signage for Each Linear Ft. of Building or Store Frontage |
|------------------------------|---|
| 1 or 2 story | 1 |
| 3 story | 1.5 |
| 4 story | 1.75 |
| 5 to 9 | 2 |
| 10 story or more | 3 |

- (3) *Placement; width.* Wall signs must be centered on the building or storefront and shall not encompass more than 75 percent of the width of the building or storefront. Wall signs that serve as building or major tenant identification signs placed on the top floor of a building are not required to be centered on any given elevation of a building.

(4) *Sign construction.* Individual or channel letters, numbers, figures and other symbols. Individual letters must have a minimum depth of one inch. Figures or symbols shall not exceed the height of the associated letters.

(5) *Removal.* Wall sign(s) and all their supporting components must be removed within 30 days of tenant vacation. The building wall, that the wall sign was affixed to, must be patched and painted in the same materials and colors as the existing building at the time of removal.

(C) *Directional sign.*

(1) *Quantity.* As approved as part of the documents associated with the site plan approval for the development.

(2) *Maximum Area.* 3 square feet per sign face.

(3) *Maximum Height.* 3 feet.

Sec. 150-036. – Flags.

(A) *Applicability.* This section applies City-wide. Regulations specific to a zoning district prevail over any inconsistent regulations in the general standards of this section.

(B) *Location.* Flags shall be displayed on flag poles attached to the ground or to the building. Flag poles may not be placed on top of buildings or light poles. Flags shall not be draped or folded over the sides of buildings, nor shall they be tied or attached directly to the exterior of any building or window.

(C) *Flag pole height.* Flagpoles that are attached to any side of a building shall not exceed the lesser of the height of the building's roofline, 10 feet in height in residential districts and 20 feet in height in all other districts. Ground-mounted flagpoles in residential districts shall not exceed a height of 20 feet, and in nonresidential districts shall be no greater than the height of the building's roofline, or the applicable height limit below, whichever height is lower:

| Height of Building | Flagpole Height |
|-----------------------|-----------------------------|
| Up to 2 stories | Up to and including 25 feet |
| 3-5 stories | Up to 35 feet |
| 6 stories and higher. | Up to 45 feet |

(D) *Flag size.* The maximum dimensions of any flag shall be proportional to the flagpole height. The hoist side of the flag shall not exceed 20 percent of the vertical

height of the pole. In addition, flags are subject to the following dimensional limitations:

| Pole Height | Maximum Flag Size |
|---------------|----------------------|
| Up to 10 feet | 15 total square feet |
| Up to 25 feet | 24 total square feet |
| 25 to 35 feet | 40 total square feet |
| 35 to 45 feet | 60 total square feet |

(E) *Number.* In residential districts, a single flagpole is allowed on lots of record up to one-half acre in size with a principal building. All other lots with principal buildings are allowed a maximum of 3 flagpoles. A maximum of 2 flags shall be allowed per flagpole. Limitations on the number of flags, flagpoles and flag dimensions refer to both vertical flagpoles and mast-arm flagpoles (for example, staffs extending at an angle from a building).

(F) *Setback.* A freestanding flagpole must be set back from all property boundaries by a distance that is at least equal to the height of the pole.

(G) *Maintenance of flag and pole or mounting.* The flag and flagpole or other permanent mounting shall be maintained in good repair. Flagpoles with broken halyards shall not be used, and torn or frayed flags shall not be displayed.

Sec. 150-037. - Sign Permit Process

(A) *Required.* Except as otherwise provided in this division, it shall be unlawful for any person to erect, construct, enlarge, post, alter, maintain, move, or convert any sign in the City, or cause the same to be done, without first obtaining a sign permit for each such sign as required by this division. These requirements shall not be construed to require any permit for the repainting, cleaning, and other normal maintenance or repair of a sign or sign structure for which a sign permit has previously been issued, so long as the sign or sign structure is not modified in any way. All signs shall be constructed in accordance with the Building Code, including obtaining any and all required building permits. No sign shall be approved for use unless it has been inspected and found to be in compliance with all the requirements of this section and applicable codes.

(B) *Sign Permit Application.* Application for a sign permit shall be made upon forms and in the manner provided by the City, and shall state the following information:

1149 (1) Name, address, and telephone number of the property owner. No person
1150 shall erect, construct or maintain any sign upon any property or building
1151 without the consent of the owner or person entitled to possession of the
1152 property or building if any, or their authorized representatives.

1153 (2) Name, address, and telephone number of the contractor.

1154 (3) Property address, property control number (PCN), and legal description of
1155 the building, structure, or lot to which or upon which the sign is to be installed
1156 or affixed.

1157 (4) A drawing to scale showing the design, colors, and materials of the sign,
1158 including dimensions, sign size, sign copy/area, method of attachment,
1159 source of illumination, and showing the relationship to any building or
1160 structure to which it is, or is proposed to be installed or affixed, or to which it
1161 relates, signed and sealed by a professional architect or engineer registered
1162 in the State of Florida.

1163 (5) A fully dimensioned survey or site plan, to scale, indicating the location of
1164 the sign relative to property lines, rights-of-way, streets, easements,
1165 sidewalks, and other buildings or structures, including any ground signs, on
1166 the premises.

1167 (6) If a freestanding or monument sign, a landscape plan showing the screening
1168 of the base or foundation of the sign.

1169 (7) Cost estimate.

1170 (D) *Application Procedure and Review (Original Submittal)*. A sign permit application
1171 on a form provided by the City shall be filed together with all documentation as
1172 provided for in this section. Upon the submission of a complete sign permit
1173 application and all required documentation, the City shall have 10 business days
1174 to review the application based on whether it complies with this division and all
1175 other code requirements, including an Architectural Review Board (ARB)
1176 approved master sign plan if applicable, and provide comments to the applicant.

1177 (E) *Application Procedure and Review (Resubmittals)*. Upon resubmission of the
1178 sign permit application, the City shall have 5 business days to determine whether
1179 the applicant's revisions comply with this division and all other code
1180 requirements. If the revisions do not comply with this division, the City will again
1181 provide the applicant with comments. This process shall continue until the
1182 applicant has submitted an application that meets all requirements. If the
1183 application meets all requirements of this division and other code requirements,
1184 and an ARB approved master sign plan if applicable, the sign permit shall be
1185 issued within five business days of the last resubmission. If the application fails
1186 to meet the requirements of the code, the application will be denied within five
1187 business days of the last resubmission.

(F) *Application Fees.* Sign permit application fees for signs shall be charged in accordance with the fee schedule adopted by resolution of the Council, and paid to the City for each sign for which a permit is required by this division. Application fees shall be paid at time of application and any such sign permit fees are required to be paid prior to a permit being issued.

Sec. 105-038. - Master sign plan/technical deviation process.

(A) *Master Sign Plan.* A master sign plan shall serve as the controlling document for review of all applications for sign approval within a designated development, including planned developments, conditional uses, or other developments with more than one building or parcel, including all outparcels. The purpose and intent of a master sign plan is to provide a master record of signs on a parcel, ensure compatible signage, and to create unification of signage within parcels, but not between parcels that are common to a planned commercial development. Outparcels shall be treated separately. All master sign plans shall be approved by the Architectural Review Board (ARB) in accordance with Article XVI of this chapter and shall comply with the following:

- (1) The master sign plan shall be approved prior to the issuance of a sign permit.
- (2) The master sign plan shall indicate the type, location, size, dimensions, illumination, color, materials and architectural style, including the address requirements of the Florida Building Code and this division. The locations shall be illustrated on elevations and on a site plan.
- (3) When applicable, landscape plans and details shall be part of the plan and shall comply with the landscape standards of this chapter.
- (4) If a technical deviation is required, the request can be made part of the application for a master sign plan.

(B) *Technical Deviation.* No sign shall be allowed or permitted to be erected contrary to the size, location, and appearance provisions of this division or the approved master sign plan unless a technical deviation is approved by the ARB in conformance with the following criteria:

- (1) No technical deviation may be granted which has the effect of permitting any sign which is specifically prohibited by these regulations.
- (2) The technical deviation must enhance the aesthetic result of the overall sign program or mitigate a unique feature of a user, structure, or location that warrants a technical deviation from the code as determined by the ARB.

(3) The technical deviation must not negatively impact another tenant or building shown on the master sign plan.

(4) The technical deviation must not cause any negative off-site impacts.

(C) *Submittal*. A master sign plan or request for a technical deviation shall be reviewed and approved by the ARB. All applications and supporting documentation as listed on the application shall be submitted to the Zoning and Planning (ZP) Department. The complete application and payment shall be submitted a minimum of four weeks prior to the ARB meeting to be placed on an agenda, once the application has been deemed sufficient by staff. The ZP Director shall review the application and create a staff report, which shall include a recommendation. The staff report shall be provided to the applicant one (1) week prior to the meeting. An authorized representative of the applicant must be in attendance at the ARB meeting. If a representative is not present, then the ARB has the right to postpone the agenda item to a future meeting date. Staff shall provide the applicant an ARB final order within five business days of the ARB hearing.

(D) *Fees*. Master sign plan and technical deviation requests shall be charged in accordance with the fees adopted by Resolution of the City Council, and paid to the City at time of application submittal.

(E) *Appeals*. The ARB decision may be appealed to the Board of Adjustment (BOA) within 10 days after the date of receipt of the written notice of denial. A request for appeal shall be made in a letter to the ZP Director. A hearing before the BOA shall be scheduled no later than 60 calendar days following receipt of the written appeal, unless the ZP Director and applicant mutually agree to an extension of this time period. The BOA hearing shall be a *de novo* hearing. Staff shall provide the applicant a BOA final order within five business days of the BOA hearing. Once BOA has issued a final order, the appellant may seek relief in the Miami-Dade County Circuit Court, as provided by law.

Sec. 105-039. Reserved.

Section 4. Amending Code. That Chapter 150, "Zoning Code," Article II, "Signs", Sections 150-031 through 150-034, of the Code of Ordinances of Miami Springs, Florida, are hereby preserved and renumbered as follows, and placed in a new Division 2 "Miscellaneous":

Division 2. Miscellaneous

Sec. 150-03140. Vision clearance at intersections.

No building or structure shall be erected, and no vegetation shall be maintained in any B-1, B-2, or B-3 zone between the sidewalk and a height of ten feet above the established top of the curb grade at any corner in the portion of the block described as follows: Beginning at the intersection of street lines, or street lines produced; thence run

along one of the street lines or street lines produced, a distance of ten feet to a point; thence across the corner of the block to a point on the other street lines, or street lines produced, the point being ten feet from the above mentioned intersection of street lines, or street lines produced; thence nm ten feet to the point of beginning. A supporting column not more than 18 inches in diameter at its greatest cross section dimension shall be permitted at the corner.

Sec. 150- 03241. Portable storage units.

(A) *Definitions:* For the purposes of this section, the following definitions shall apply:

1. *Portable storage unit.* Any type of unmotorized container, structure, trailer or module which is intended and designed for the storage of personal property items, which is typically delivered and removed by vehicle, and which may be temporarily rented or owned by the owners or occupants of properties in the City.
2. *Site or property.* Any lot, parcel, tract, or plat of land located in any of the residential or business/commercial zoning districts of the City.

(B) *Limitations and prohibitions for usage:*

1. There shall be no more than one portable storage unit located on any site or property at any time.

Sec. 150-03342. Permanent electrical generators.

(A) *Location on property.* Permanent electrical generators may be located in the side yard or rear yard areas of residential homesites within the City.

(B) *Installation standards and requirements.* All permanent electrical generators shall only be installed in accordance with the rules, regulations and requirements of the City of Miami Springs, Miami-Dade County, and the Florida Building Code of the State of Florida.

(C) *Installation supervision and control.* The installation of permanent electrical generators on residential homesites within the City shall be supervised and controlled by the City Building Department.

Sec. 150-03443. Installation of mechanical equipment.

(A) *Location—New installation.* Mechanical equipment, including but not limited to central air conditioning and heating units, pool pumps, sprinkler pumps, generators, propane tanks and similar mechanical equipment may be located in side and rear yards, with a minimum setback of five feet. Mechanical equipment located in a corner side yard shall have a minimum set back of ten feet. The placement of mechanical equipment in the front yard is prohibited.

(B) *Location—Existing installation.* The aforesaid provision shall not be applicable to mechanical equipment that is being replaced for already existing residential structures, which may be installed in the same location as the equipment being replaced.

(C) *Screening.* All mechanical equipment must be properly obscured and screened from view by the planting of appropriate landscaping materials or the installation of fences, walls, or other appropriate and approved screening materials.

(D) *Installation standards and requirements.* Mechanical equipment shall only be installed in accordance with the rules, regulations and requirements of the City of Miami Springs, Miami-Dade County, and the Florida Building Code of the State of Florida.

(E) *Installation supervision and control.* The installation of mechanical equipment on residential homesites within the City shall be supervised and controlled by the City Building Department.

Section 5. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the _____ day of _____, 2023, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2023, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

| | |
|-----------------------------|-------|
| Vice Mayor George Lob | _____ |
| Councilman Bob Best | _____ |
| Councilwoman Jacky Bravo | _____ |
| Councilman Dr. Walter Fajet | _____ |
| Mayor Maria Puente Mitchell | _____ |

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MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A

Sec. ~~150-029. Political and election~~

~~(A) Permitted signs.~~

- ~~(1) Each residential property, business property or establishment, and church site shall be permitted to display one sign for each candidate or ballot issue.~~
- ~~(2) Signs may also be affixed to, or carried in motor vehicles, so long as the attachment and placement of such signs does not constitute a hazard to the public health, safety, or welfare.~~
- ~~(3) The carrying of signs and placards on all properties within the City, including City swales, medians, sidewalks, streets, alleys, bike paths or other public rights-of-way, shall also be permitted so long as such activities are conducted in a manner that does not create a hazard to the public health, safety or welfare and is not otherwise prohibited by state statute or county or municipal ordinance.~~
- ~~(4) In the case of vacant land or an unoccupied commercial location, a written statement of permission from the owner of such property for the display of any political or election signs is required to be submitted to the City prior to the utilization of such location. In addition, the statement shall also authorize the City to remove said signs if they are not displayed properly or removed in accordance with the requirements of this section.~~
- ~~(5) Signs for political candidates in City Council elections may be placed at any time following the candidate's qualification for office.~~

~~(B) Prohibited signs.~~

- ~~(1) No political or election signs may be placed or located on the swales, medians, sidewalks, streets, alleys, bike paths or other public rights-of-way of the City. All signs placed in any of the aforesaid locations may be forthwith removed by authorized City representatives without any advance warning or notice to any person.~~
- ~~(2) No political or election signs may be pasted, glued, painted, affixed, tacked, nailed or otherwise attached to any City building or structure, utility pole, tree, traffic control device, bridge, guardrail, public traffic or location sign, or other property of the City.~~
- ~~(3) No political or election signs shall be illuminated or prepared with light reflecting paints.~~

~~(C) Sizes of signs and locations.~~

- ~~(1) Signs shall be placed or located in such a manner as to avoid the creation of any hazards for vehicular or pedestrian traffic.~~

~~(2) Outside signs located in permitted areas shall not exceed eight square feet in size and shall be placed within the property side of the sidewalk, if one exists. In areas without sidewalks, signs must be placed at least 16 feet from the edge of the street pavement. In all instances, outside signs shall be placed in locations that will eliminate the possibility of infringement on any City right-of-way.~~

~~(3) However, outside signs located in permitted areas such as vacant land, unoccupied commercial properties, parking lots, or other privately owned open space shall not exceed 16 square feet in size, shall be placed within the property side of the sidewalk, if one exists, and shall be placed and erected in a safe and appropriate manner. In areas without sidewalks, signs must be placed at least 16 feet from the edge of the street pavement. In all instances, outside signs shall be placed in locations that will eliminate the possibility of infringement on any City right-of-way.~~

~~(4) Inside signs located in permitted areas shall not exceed six square feet in size and shall be located and secured in a manner that avoids the creation of any hazards to the premises or adjacent properties.~~

~~(5) Notwithstanding the foregoing, the existing City Code provisions and requirements for the establishment of office signage and the usage of special event signage shall continue to be regulated in accordance with the applicable provisions of Code § 150-030.~~

~~(D) Violations and enforcement.~~

~~(1) Each political candidate or sponsoring organization is responsible for each sign posted or displayed on behalf of said candidate or ballot issue regardless of who may have authorized or actually performed the act of posting and display.~~

~~(2) Each and every sign posted or displayed on behalf of any candidate or ballot issue shall be removed within ten calendar days following the determination of the election for which the candidate's or ballot issues' signs was posted and displayed.~~

~~(3) As a prerequisite to the posting or display of political or election signs, each candidate or sponsoring organization shall be required to post a \$200.00 cash bond with the City Code Enforcement Department as minimum security for the timely removal of all signs.~~

~~(4) If any political or election signs posted or displayed in compliance with this section remain following the expiration of the aforesaid removal period, or any political or election signs are posted or displayed in non-compliance with this section, the \$200.00 cash bond posted with the City shall be forfeited to the City to help defray the cost of the removal of the violative signs.~~

~~(5) In addition, if any signs remain after the aforesaid removal period, the City may enforce the provisions of this section against the candidate or the sponsoring organization of any ballot issue through the implementation of the City Code Enforcement or Supplemental Code Enforcement Citation System procedures.~~

~~(6) By this reference, the City is authorized to include the violation of the provisions of this section as an offense to be enforced by the supplemental Code Enforcement Citation System. The minimum fine to be imposed for the removal of any signs by the City shall be \$50.00 for each sign removed.~~

~~(7) If all political or election signs of any candidate or sponsoring organization are timely and properly removed following the determination of the election for which the signs were posted and displayed, the City shall return the \$200.00 cash bond posted with the City to the appropriate candidate or sponsoring organization.~~

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~*Animated sign.* A sign which utilizes motion of any part by any means or displays flashing, oscillating, sequential or intermittent lights other than time or temperature.~~

~~*Architectural details.* Any projection, relief, cornice, column, change of building material, window or door opening on any building.~~

~~*Balloon sign.* Any sign of fabric type material inflated by cold air to a point of semirigidity for the purpose of floating above the ground.~~

~~*Banner sign.* A sign having the characters, letters or illustrations applied to cloth, paper, plastic film or fabric of any kind, or any other material with similar characteristics, with only such material for backing.~~

~~*Bench sign.* Any sign painted on or attached to a bench or to a shelter for persons awaiting public transportation.~~

~~*Building identification sign.* A sign that shows the name or address of a building.~~

~~*Bunting.* Any kind of pennant, streamer or other similar fabric decoration.~~

~~*Commercial event sign.* A temporary sign announcing any commercial special event such as, but not limited to, the first opening of a business not previously conducted in the City by the same person, at the particular location or the first sale of dwellings in a project. It may be wood, paper, cloth, bunting or banner pennants.~~

~~*Contractor/architect sign.* A sign designating the name of the general contractor, subcontractor, architect or any other business or professional undertaking real property improvements on the site where the sign is located, whether commercial or residential.~~

~~*Development identification sign.* A sign that is permitted to be installed only around the perimeter of a development to identify the development.~~

~~*Directional sign.*~~

~~(1) A noncommercial sign permanently erected and maintained by the City, county or state, or any agency thereof to:~~

~~(a) Denote the name of and/or route to any thoroughfare.~~

~~(b) Denote the route to any City.~~

~~(c) Denote the name and/or route to any educational institution, public building, park, recreational facility or hospital.~~

1485 ~~(d) Direct and regulate traffic.~~

1486 ~~(e) Denote the name and/or route to any transportation or transmission~~

1487 ~~company.~~

1488 ~~(2) A noncommercial sign located on and relating to an activity on the premises~~

1489 ~~upon which the sign is located, providing directional and safety information to~~

1490 ~~pedestrian and vehicular traffic, for example: entrance, exit, and caution.~~

1491 ~~Directory sign. An index consisting of the names of tenants of an office building,~~

1492 ~~shopping center or other multi-tenant business complex.~~

1493 ~~Eave line. The lowest line of the eaves on a pitched roof building.~~

1494 ~~Election sign any sign which indicates the name, cause or affiliation of anyone~~

1495 ~~seeking public office or which indicates any issue for which a public election is scheduled~~

1496 ~~to be held.~~

1497 ~~Facade. The face of a building from the ground to the top of the parapet in the case~~

1498 ~~of buildings with flat roofs and to the ridge line of the roof in the case of buildings with a~~

1499 ~~pitched roof.~~

1500 ~~Ground sign. Any freestanding solid structure containing one or two sign faces which~~

1501 ~~is supported solely by its own ground-mounted base and which is not attached or affixed~~

1502 ~~in any way to a building or other structure.~~

1503 ~~Illuminated sign. Any sign having characters, letters, designs, logos or outlines~~

1504 ~~illuminated by electric lights or luminous tubes designed for that purpose, whether or not~~

1505 ~~said lights or tubes are physically attached to the sign.~~

1506 ~~Model sign. A sign which designates a particular dwelling unit which is exhibited to~~

1507 ~~depict other units of a similar design that are for sale.~~

1508 ~~Monument sign: A freestanding sign supported by a continuous foundation or~~

1509 ~~structural base under all or substantially all of the sign.~~

1510 ~~Multi-tenant center. Any shopping center, office center, business center or industrial~~

1511 ~~center in which two or more occupancies abut each other or share common parking~~

1512 ~~facilities or driveways or are otherwise related.~~

1513 ~~Nonresidential public street. Those streets and streets segments denoted as~~

1514 ~~nonresidential public streets in Figure 1.~~

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| | | | |
|---------------|---|-------------|--------|
| Public | rights-of-way | upon | which |
| residential | real | | estate |
| open | house | directional | signs |
| are permitted | | | |
| (1) | Westward Drive, from Flamingo Circle to Hammond Drive; | | |
| (2) | Ludlam Drive, from Lafayette Drive to Crane Avenue; | | |
| (3) | Crane Avenue from Thrush Avenue to North Royal Poinciana Boulevard; | | |
| (4) | North Royal Poinciana Boulevard, from Albatross Street to Ludlam Drive; | | |

| | |
|------|--|
| (5) | Morningside Drive in the area where there is a Parkway, from Palmetto Drive to Minola Drive; |
| (6) | The Parkway triangle located at South Royal Poinciana Blvd. and Ragan Drive; |
| (7) | The circles on South Drive, DeSoto Drive and Glendale Drive; |
| (8) | The triangle on Morningside Drive and Lake Drive; |
| (9) | The triangle at Lenape Drive and Corydon Drive; |
| (10) | The triangle at Hunting Lodge Drive and North Melrose Drive; |
| (11) | North and South Melrose Drive on the canal side only. |

~~Off-premise sign.~~ Any sign advertising a commercial establishment, activity, product, service or entertainment which is sold, produced, manufactured, available or furnished at a place other than on the property on which the sign is located.

~~Parapet line.~~ The line of a parapet on the facade of a flat roofed building with a parapet and the line of the roof on the facade of a flat roofed building without a parapet.

~~Political/ideological sign.~~ Any sign which expresses any political or ideological idea or opinion of any kind.

~~Portable sign.~~ Any sign not permanently attached to the ground or other permanent structure or a sign designated to be transported, including, but not limited to, signs designed to be transported by means of wheels; skid-mounted signs; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; and signs attached to or painted on vehicles parked to clearly provide advertising close to the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business, the sign area is less than two square feet per side and there is no reasonable alternative storage space.

~~Project construction sign.~~ A sign announcing a project under construction or an intended use of the premises in the immediate future.

~~Projecting architectural sign.~~ A sign which is attached flat against a projecting building wall or other structural element which is designed as an integral part of the building of which it is a part.

~~Projecting nonarchitectural sign.~~ A sign which is directly attached to and projects from a building wall or other structure element by more than 15 inches.

~~Real-estate for sale or for lease sign.~~ A sign erected on-site by the owner or his agent, indicating property which is for rent, lease or sale, open for inspection, shown by appointment only or similar announcement.

~~Roof sign.~~ A sign erected over, across or on the roof of any building, except that a projecting architectural sign shall not be deemed to be a roof sign.

~~Sidewalk or sandwich sign.~~ A movable sign not permanently secured or attached to the ground.

~~Sign, commercial.~~ Any writing, pictorial identification, description, illustration, presentation, illumination or other device which is affixed to or represented directly or indirectly upon a building, structure or land and which identifies or directs attention to a product, place, activity, persons, institution, business or service. However, any such writing, pictorial identification, and the like which is inside a building and cannot be seen

~~from the outside shall not be considered a sign for the purposes of this section and shall not be regulated by this section. Any wall mural or other art work which bears no specific relationship to a particular product, place, activity, person, institution, business or service shall not considered to be a sign for the purposes of this section and shall not be regulated by this section. Any name of a newspaper or other publication of general circulation on a box for the distribution or delivery of such publication directly to customers shall not be considered to be a sign and shall not be regulated by this section. One United States flag and one other noncommercial flag on one pole per lot shall not be considered to be a sign if it is not greater than 20 feet in height and 15 square feet in area.~~

~~*Sign, noncommercial.* Any sign other than a commercial sign. Noncommercial signs include any required sign as specified in division (D), any public interest sign as specified in division (E), any residential name plate identification signs, any residential development identification sign, any residential development directional sign, any election signs and any political or ideological sign.~~

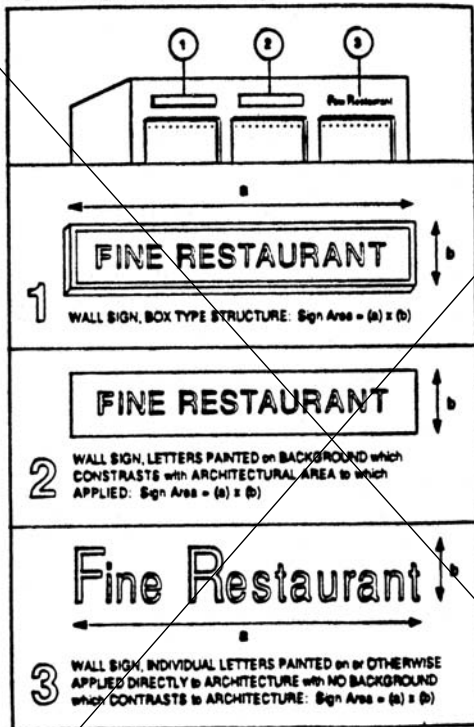
~~Signable area. Any one area of rectangular shape on the side of a building, provided that said signable area is free of architectural details and is located where the sign to which it pertains is located.~~

~~Sign area. When a sign is fabricated as a banner or box or other structure which is applied to the wall of a building, the sign area is the entire area of the rectangle which completely encloses the face of the sign. When a sign is a wall or window sign composed of individual letters, symbols or logos painted on or otherwise applied to a wall or window, the sign area is the entire area of the rectangle which completely encloses all letters, symbols and logos. When the sign is a ground sign, the sign area is the entire area of the rectangle which encloses the entire face of the sign and any supporting structure, except in the expressway sign district. In the expressway sign district, when the sign is a ground sign, the sign area is the entire area of the rectangle which completely encloses the entire face of the sign, but does not enclose any supporting structure which is below the lowest level at which letters, symbols or logos are located. For any other sign not described above, the sign area is the entire area of the rectangle which completely encloses the entire face of the sign, but does not enclose any supporting structure. See figures 2-4 for illustration of sign area measurements.~~

~~Sign face. The surface of a sign which contains the writing, pictorial identification, and the like which constitutes a sign.~~

~~Sign height. The height of the sign measured from the finished ground elevation to the top of the sign. If the area around the sign is bermed, then the height of the sign is determined from the crown of the fronting street.~~

Figure 2: Sign Area for Wall Signs



~~Temporary sign. Any sign to be displayed for a limited period as specified in division (J).~~

~~Wall sign, nonprojecting. A sign which is affixed to an exterior wall, fascia, cantilever, marquee, awning, mansard or pitched roof of any building which is parallel thereto and supported by said wall, fascia, cantilever, marquee, awning, mansard or building. No sign shall project higher than the top of said wall, fascia, mansard or building.~~

~~Window sign, permanent. A permanent sign painted on or otherwise permanently attached to a window or door.~~

~~Window sign, temporary. A temporary sign attached to a window or a door.~~

~~Zoning lot. Any land area upon which is situated a given building and/or land use and which is needed to meet the minimum lot size, parking, landscaping, setback or other requirements for that building and/or use and any other building and/or use which may be on the same parcel.~~

~~(C) Prohibited signs. The following signs are prohibited anywhere in the City:~~

~~(1) Animated signs except time and temperature.~~

~~(2) Banner signs except as commercial special event signs pursuant to division (J).~~

~~(3) Buntings, balloons and commercial flags and pennants.~~

~~(4) Obscene signs.~~

~~(5) Pole signs.~~

~~Portable signs.~~

~~(7) Projecting nonarchitectural signs.~~

~~(8) Roof signs.~~

~~(9) Sandwich or A-frame signs, except for residential real estate open house directional signs pursuant to division (C)(10) below.~~

~~(10) Snipe signs.~~

~~(11) Signs on public property, other than signs placed by agencies of governments or signs specifically authorized for placement on public property by this Code.~~

~~(12) Signs on utility poles, other than signs placed by the applicable utility company for utility identification or similar purpose.~~

~~(13) Any off-premise commercial sign, except that signs specifically permitted pursuant to divisions (G), (H), (I), and (J) may be off-premise signs by virtue of their content.~~

~~(14) Any sign not expressly authorized by this Code or not specifically excluded from the purview of this section.~~

~~(D) Required signs. The following signs must be placed where relevant and shall not be counted in determining the amount of signage permitted on a lot under this Code.~~

~~(1) Warning signs at gasoline stations as prescribed by the fire marshal.~~

~~(2) Fire lane markings and any such other signs as may be prescribed by the fire marshal.~~

~~(3) Building identification signs:~~

~~(a) Residential building with four dwelling units or less address numerals at least three inches high either standing alone or in conjunction with the names of the occupants.~~

~~(b) Residential building with more than four dwelling units and nonresidential buildings address numerals at least ten inches high.~~

~~(c) Nonresidential building address numerals at least three inches high at each building entrance.~~

~~(4) Handicapped parking signs.~~

~~(5) Directional signs for safe on-site vehicular and pedestrian circulation as may be deemed necessary by the City's site plan review authority.~~

~~(E) Public interest signs. The following signs shall be permitted on any and all public or private land due to their public service benefit and shall not be counted in determining the amount of signage permitted on a lot under this Code.~~

~~(1) Benches, approved by the City Council, may carry commercial and noncommercial signs if designed as an integral part of the structure and necessary to defray the cost of providing the structure.~~

~~(2) Bus shelters, approved by the City Council, may carry commercial and noncommercial signs if designed as an integral part of the structure and necessary to defray the cost of providing the structure.~~

~~(3) Directional signs for churches, public schools and similar institutions.~~

~~(4) Any sign erected or required by governmental units, provided such sign is not larger than required by state or federal law.~~

~~(F) Residential zoning district permanent signs. The following signs are authorized in all residential districts:~~

Residential development identification ground sign:

| | | |
|---|----------------------------|--|
| • | Number maximum | 2 sign faces for each road entering the development from outside the development |
| • | Area maximum per sign face | 24 square feet |

| | | |
|--------------------------|--|--|
| • | Height maximum | 4 feet |
| • | Items of information | 10 |
| Directional sign: | | |
| • | Number maximum | As determined necessary by City staff |
| • | Area maximum per sign face | 4 square feet |
| • | Content restrictions | Content shall be limited to words and symbols necessary to direct traffic. |
| Institutional use signs: | | |
| • | Institutional uses in residential districts shall be permitted signage in accordance with the regulations applicable to the B-1 zoning district. | |

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1653 ~~(G) Signs in the Northwest 36th Street and Abraham Tract Zoning Districts. The following~~
1654 ~~signs shall be permitted in the Northwest 36th Street and Abraham Tract Zoning~~
1655 ~~Districts.~~

1656 ~~(1) Each zone lot having a street frontage of 100 feet or more shall be permitted a~~
1657 ~~freestanding sign in accordance with the standards set forth in this section.~~

1658 ~~A second freestanding sign shall be allowed on lots containing 200 feet of street~~
1659 ~~frontage on a single street and/or 100,000 square foot of gross floor area,~~
1660 ~~provided that the second sign shall not exceed the maximum parameters of the~~
1661 ~~next lowest category for which the property is eligible in accordance with § 150-~~
1662 ~~030(B)(10) below, and provided further that the signs shall be separated by a~~
1663 ~~minimum distance of 25 feet.~~

1664 ~~(2) Freestanding signs: Freestanding signs, other than incidental signs and other~~
1665 ~~signs expressly permitted by other provisions of this ordinance, are permitted in~~
1666 ~~accordance with the following provisions and are otherwise prohibited:~~

1667 ~~(a) Minimum frontage: A freestanding sign shall be permitted only on a property~~
1668 ~~with at least 100 feet of street frontage on a single street.~~

1669 ~~(b) Minimum setbacks: Freestanding sign shall not be located (leading edge)~~
1670 ~~less than seven feet from any public right-of-way line, five feet from any~~
1671 ~~adjacent property line, or 25 feet from any public right of way intersection.~~

1672 ~~(c) Corner lots: A freestanding sign on a corner property shall be permitted only~~
1673 ~~along the main street.~~

1674 ~~(d) Building size: Subject to the provisions of paragraph (6) of this section, a~~
1675 ~~freestanding sign shall be permitted only on a property with a nonresidential~~
1676 ~~building of at least 1,000 square feet.~~

1677 ~~(e) Landscaping: The sign shall be located in a landscaped area and 100~~
1678 ~~square feet of additional landscaping in accordance with a landscape plan~~
1679 ~~approved by the City Manager or designee, in addition to the other~~
1680 ~~applicable landscaping requirements, which shall be required as a condition~~

of erecting and maintaining a freestanding sign. The landscaped area shall be enclosed with a continuous poured concrete curb (Miami-Dade County "Type D").

(f) ~~Materials:~~ Freestanding signs shall be constructed of the same or aesthetically comparable materials and products of which the principal building finish on the same property is constructed.

(g) ~~Sign base:~~ The sign base shall be of concrete construction, and shall have a minimum width of 75 percent of the sign face width.

(h) ~~[Double-faced freestanding sign:]~~ A double-faced freestanding sign shall have a maximum distance of three feet between the sides and an internal angle not to exceed 30 degrees.

(i) ~~[Sign face:]~~ No sign face shall face a single family residential zoning district.

(j) ~~Dimensions:~~ The dimensions of freestanding signs permitted under this section shall not exceed the following:

| Building Gross Floor Area (Sq. Ft.) | Total Sign Height (Feet) | Area per Sign Side (Sq. Ft.) | Total Face Area (Sq. Ft.) |
|--|-----------------------------|---------------------------------|------------------------------|
| 1,000 ± 10,000 | 6 | 25 | 50 |
| 10,000 ± 25,000 | 8 | 49 | 98 |
| 25,000 ± 50,000 | 12 | 64 | 128 |
| 50,000 ± 100,000 | 16 | 81 | 162 |
| 100,000± | 18 | 100 | 200 |

(3) ~~Wall signs:~~

(a) ~~Size.~~ One wall sign for each building or store front on a zone lot. In addition to ground level wall signs for purposes of tenant identification, a maximum of three building identification signs shall also be permitted on the top floor of the building. The maximum area of such sign shall be in accordance with the following table:

| Location of Sign on Building | Square Footage of Signage for Each Linear Ft. of Building or Store Frontage |
|------------------------------|---|
| 1 or 2 story | 1 |
| 3 story | 1.5 |
| 4 story | 1.75 |
| 5 to 9 | 2 |
| 10 story or more | 3 |

~~(b) Placement; width. The sign must be centered on the building or storefront and shall not encompass more than 75 percent of the width of the building or storefront. On corner lots or end caps of multi-tenant buildings, there may be two wall signs provided that the side wall sign may be no larger than the front sign. Wall signs that serve as building or major tenant identifications signs placed on the top floor of a building are not required to be centered on any given elevation of a building.~~

~~(c) Sign construction. All wall signs constructed, erected, placed or modified after the effective day of this article shall consist only of individual, or channel letters, numbers, figures and other symbols. Individual letters must have a minimum depth of one-half inch.~~

~~(H) Signs in the B-2 and MUB districts. The following signs shall be permitted in the B-2 and MUB districts:~~

| Ground sign: | | |
|---|---|---|
| • | Number maximum | 2 sign faces per zoning lot |
| • | Setback minimum | 5 feet from right-of-way |
| • | Height maximum | 20 feet |
| • | Area maximum per sign face | 120 square feet |
| • | Items of information maximum | 10 |
| Projecting architectural sign in lieu of ground sign: | | |
| • | Number maximum | 2 sign faces per zoning lot |
| • | Setback minimum | 5 feet from right-of-way |
| • | Height maximum | 10 feet above the eave or parapet line of the building on which it is located |
| • | Area maximum per sign face | 120 square feet |
| • | Items of information maximum | 10 |
| Low nonprojecting wall sign: | | |
| • | Number maximum | 1 per each ground floor establishment which has its own principal public access directly facing a nonresidential public street or on an unobstructed pedestrian access way which leads to a public street |
| • | Area maximum | 40 percent of signable area up to 30 square feet |
| • | Height maximum for one-story buildings | Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower |
| • | Height maximum for buildings with more than one story and with second story | Below the sill line of second story windows. In cases where the sill line |

| | | |
|-------------------------------|---|--|
| | | varies, the sill line under which a sign is place shall govern |
| • | Height maximum for buildings with more than one story but no second story | Not higher than four feet above the second floor line |
| • | Items of information maximum | 30 |
| High nonprojecting wall sign: | | |
| • | Number maximum | 1 sign face per building facade on a nonresidential public street |
| • | Area maximum | 40 percent of signable area up to 100 square feet |
| • | Height maximum | Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower |
| • | Items of information maximum | 10 |
| Window sign: | | |
| • | Number maximum | 2 per each ground floor establishment which has its own principal public access directly facing a public street or on an unobstructed pedestrian access way which leads to a public street |
| • | Area maximum of one or both | 15 percent of total window area up to 20 square feet |
| • | Items of information maximum when any letters and other graphic symbols which constitute an item are more than four inches high | 10 |
| • | Items of information maximum when any letters and other graphic symbols which constitute an item are less than four inches high | unlimited |
| Additional sign or sign area: | | |
| • | Number maximum | 1 sign face per building if this provision is used to permit an additional sign |
| • | Area maximum | 40 square feet allocated to one sign if this provision is used to permit an additional sign or 40 square feet distributed among all otherwise permitted sign faces |
| • | Location requirements | Mounted on a building wall in accordance with the locational requirements applicable to low wall signs |

| | | |
|--|--|--|
| | | of this provision is used to permit an additional sign |
|--|--|--|

1716

1717 (l) ~~Signs in the B-1 zoning district. Ground signs and projecting architectural signs are~~
 1718 ~~expressly prohibited, as are all other signs identified as prohibited signs by division~~
 1719 ~~(C). The specific reference to division (C) in this section is not to be construed as~~
 1720 ~~meaning that division (C) does not apply to other sign districts. The following signs~~
 1721 ~~shall be permitted in the B-1 zoning district:~~

| Low nonprojecting wall sign: | | |
|-------------------------------|---|---|
| • | Number maximum | 1 per each ground floor establishment which has its own principal public access directly facing a nonresidential public street or on an unobstructed pedestrian access way which leads to a public street |
| • | Area maximum | 40 percent of signable area up to 30 square feet |
| • | Height maximum for one story buildings | Either below the top of the building or below any cornice or other similar architectural detail which is at the top of the building, whichever is lower |
| • | Height maximum for buildings with more than one story and with second story windows | Below the sill line of second story windows. In cases where the sill line varies, the sill line under which a sign is placed shall govern |
| • | Height maximum for buildings with more than one story but no second story windows | Not higher than four feet above the second floor line |
| • | Items of information maximum | 10 |
| Window sign: | | |
| • | Number maximum | 2 per each ground floor establishment which has its own principal public access directly facing a public street or on an unobstructed pedestrian access way which leads to a public street |
| • | Area maximum one or both | 15 percent of total window area up to 20 square feet |
| • | Items of information maximum when any letters and other graphic symbols which constitute an item are more than four inches high | 10 |
| Additional sign or sign area: | | |

| | | |
|-------------------------------|--|--|
| • | Items of information maximum when all letters and other graphic symbols which constitute an item are less than four inches high | Unlimited |
| • | Number maximum | 1 sign face per building if mounted in accordance with locational requirement (a) below, or |
| | | 2 sign faces per building if hung according to locational requirement (b) below, or |
| | | No additional sign faces if distributed according to locational requirement (c) below |
| Location requirements: | | |

1722

| | | |
|--|--|---|
| | | (a) Mounted on a building wall in accordance with the locational requirements applicable to low wall signs, or |
| | | (b) Hung below an awning or other canopy, or |

1723

(J) ~~Temporary signs.~~ Only the following temporary signs shall be permitted:

| | | Residential District | Non-Residential District |
|--|--------------------|---|---|
| Commercial special event sign: | | Not Permitted | |
| • | Number per project | | 1 banner sign per establishment |
| • | Area maximum | | 30 square feet |
| • | Length of display | | Not to exceed 30 days total during the first six months following the securing of an occupational license by a new business occupant |
| Real estate for sale and for lease signs: | | | |
| • | Area maximum | 144 square inches plus two panels not exceeding together 144 square inches in addition for | 12 square feet |

| | | | |
|--|-----------------------------|---|---|
| | | special information such as number of bedrooms, number of baths, presence of pool, and suspended with "S" hooks from main sign | |
| • | Number maximum | 1 per street frontage | 1 per street frontage |
| • | Length of display | For the time period during which the property is offered | During the time period during which the property is offered |
| <u>Residential real estate open house and talking house directional signs:</u> | | | |
| • | Area maximum | 450 square inches | 450 square inches |
| • | Open house sign regulations | Open house signs shall be left in place only on the day and during the hours of the open house. Open house signs cannot be displayed unless there is actually an open house being held, with the owner or a representative available at the house to allow access to prospective buyers. In no case shall the sign be left in place for more than two consecutive days, or up to a maximum of three days in any seven day period. Open house signs must state "Open House" in large letters, and may also include the | Open house signs shall be left in place only on the day and during the hours of the open house. Open house signs cannot be displayed unless there is actually an open house being held, with the owner or a representative available at the house to allow access to prospective buyers. In no case shall the sign be left in place for more than two consecutive days, or up to a maximum of three days in any seven day period. Open house signs must state "Open House" in large letters, and may also include the |

| | | | |
|--|--------------------------------|--|--|
| | | phrase "Talking House" with a directional arrow. Other real estate sale signs can only be displayed on the property for sale and are not to be considered open house signs | phrase "Talking House" with a directional arrow. Other real estate sale signs can only be displayed on the property for sale and are not to be considered open house signs |
| 1. | Talking house sign regulations | Talking house signs may be left in place for no more than two consecutive days, or up to a maximum of three days in any seven day period. Talking house signs must state "Talking House" in large letters, and may also include a directional arrow. Other real estate sale signs can only be displayed on the property for sale | Talking house signs may be left in place for no more than two consecutive days, or up to a maximum of three days in any seven day period. Talking house signs must state "Talking House" in large letters, and may also include a directional arrow. Other real estate sale signs can only be displayed on the property for sale |
| 2. | Location | On the property of the house being offered for sale, with the permission of the owner, specifically designated public rights-of-way as shown in Figure 1, and on the public right-of-way area directly adjacent to the property being offered for sale | On the property of the house being offered for sale, with the permission of the owner, specifically designated public rights-of-way as shown in Figure 1, and on the public right-of-way area directly adjacent to the property being offered for sale |
| <u>Contractor/architect construction sign:</u> | | | |

| | | | |
|------------------------------------|----------------------------|--|--|
| • | Number maximum | 1 | 1 |
| • | Area maximum | 144 square inches | 6 square feet |
| • | Length of display | During remodeling During construction | During remodeling During construction |
| <u>Project construction sign:</u> | | | |
| • | Number per project | 1 per street frontage | 1 per street frontage |
| • | Area maximum | 8 square feet | 30 square feet |
| • | Height maximum | 6 feet | 10 feet |
| • | Length of display | After site plan approval and up to issuance of certificate of occupancy or 18 months whichever is less | After site plan approval and up to issuance of certificate of occupancy or 18 months whichever is less |
| <u>Garage sale sign:</u> | | Not permitted | Not permitted |
| <u>Political/ideological sign:</u> | | Not permitted | |
| • | Length of display | | Unlimited |
| • | Number | | Otherwise permitted signs may have _____el;and ideological content in part or in whole |
| • | Area maximum | | As applicable to otherwise permitted signs |
| • | Height maximum above grade | | As applicable to otherwise permitted signs |
| • | Setback minimum | | As applicable to otherwise permitted signs |
| | | | |

1724

1725 (K) *Supplemental regulations.*

1726 (1) *Construction and workmanship standards.* All permanent signs shall conform to
1727 state building code, including Chapter 23 relative to wind pressure standards. In
1728 addition, all signs shall be constructed, attached, painted or otherwise applied in
1729 a neat professional manner according to standard industry practice.

~~(2) *Electric standards.* All electrical equipment and lines used as or in connection with signs shall meet the National Electric Code.~~

~~(3) *Maintenance required.* All signs must be maintained in good condition. They shall be kept neat and safe at all times. Any evidence of sign deterioration shall be deemed a violation of this provision. Such evidence shall include, but not be limited to, peeling or cracking paint, severely fading paint, rust, cracking plastic or other deteriorating material.~~

~~(4) *Finished appearance required for rear of signs.* Where the rear or side of any sign is visible from any street or from any adjoining residential district, said side of rear shall be finished with a neat surface which conceals the structural members and electrical equipment of the sign.~~

~~(5) *Illuminated signs facing residential districts restricted.* No illuminated signs shall face a residential district in such a way that it shines directly onto residential properties.~~

~~(6) *Changeable copy permitted.* Signs with removable or changeable copy are permitted. They shall count as a sign otherwise permitted by this section. They shall not be permitted in addition to any sign otherwise permitted by this section.~~

~~(7) *Required sign-theme design plan.*~~

~~(a) Each application for a permit for a permanent commercial sign shall be based on a written and graphic sign-theme design plan which establishes a unified design theme for all signs on a given zoning lot. For the purposes of this division, a unified design theme shall be the theme which has a degree of unity among the various signs with respect to the various design elements which together make up the design character of signs. These elements include, but are not necessarily limited to, construction type, materials, color, size of letters, size of logos and other graphics, size of signs, elevation of sign base lines, and elevation of sign top lines. The degree of unity required is that which clearly evidences that all permanent signs on the parcel were designed in concert with one another and with the architecture on which they are placed rather than without regard to one another or the architecture. It is not necessary for all signs to be identical or even nearly identical in order for sufficient unity to be achieved.~~

~~(b) Sign-theme design plans shall be submitted to and reviewed by the site plan review authority.~~

~~(c) An approved sign-theme design plan may be modified provided that all signs which already exist on the applicable parcel conform as they are to the new plan or are made to conform within 60 days of approval of the new plan. Any pre-existing sign which does not conform to an approval sign-theme design plan shall be deemed to be an illegal nonconforming sign and therefore shall enjoy none of the grandfather protections enjoyed by legal~~

1770 ~~nonconformities. Such an illegal nonconforming sign shall be subject to~~
1771 ~~immediate removal by the City at the expense of the owner of the property~~
1772 ~~on which the sign is located.~~

1773 ~~(d) Any otherwise legal sign existing prior to the enactment of this division and~~
1774 ~~for which there is no approved sign theme design plan may remain without~~
1775 ~~time limit and without the need to prepare and have approved a sign theme~~
1776 ~~design plan. However, no additional or new signs may be placed on the lot~~
1777 ~~on which such sign is located.~~

1778 ~~(L) Administration and enforcement.~~

1779 ~~(1) Permits and applications for permits for certain signs. Applications for permits~~
1780 ~~shall be submitted on forms provided by the Code Enforcement Department. The~~
1781 ~~following signs shall be required to have a sign permit:~~

1782 ~~(a) Building identification sign~~

1783 ~~(b) Commercial special event sign~~

1784 ~~(c) Contractor/architect signs~~

1785 ~~(d) Development identification sign~~

1786 ~~(e) Ground sign~~

1787 ~~(f) Model sign~~

1788 ~~(g) Project construction sign~~

1789 ~~(h) Projecting architectural sign~~

1790 ~~(i) Wall sign, nonprojecting~~

1791 ~~(j) Window sign, permanent~~

1792 ~~(2) Minimum plan requirements.~~

1793 ~~(a) Sign permit applicants shall provide plans and specifications for each sign~~
1794 ~~showing all information necessary to determine compliance with this Code,~~
1795 ~~including, where applicable, the approved sign theme design plan. The~~
1796 ~~plans and specifications shall also show the method of construction and~~
1797 ~~attachment to the building or in the ground.~~

1798 ~~(b) Drawings shall be to scale and shall show the square foot area and~~
1799 ~~dimensions of the sign structure as well as the sign face, copy to appear on~~
1800 ~~the sign, height of letters, colors, materials, lighting equipment, of any, and~~
1801 ~~the position of the proposed signs relative to buildings, property lines, and/or~~
1802 ~~other wall signs as appropriate. A survey or drawn plot plan with~~
1803 ~~measurements shall be provided for signs which are not mounted on~~
1804 ~~buildings.~~

1805 ~~(3) Issuance of sign permit. If the sign, as indicated in the plans and specifications,~~
1806 ~~is in accordance with the provisions of the state building code, and this chapter~~

and any other relevant provisions of the City's Development Code, then a permit shall be issued for the erection of any such sign upon payment of the prescribed fee as established by the City provided that:

(a) The sign company has secured a certificate of competency and satisfies the City's insurance requirements, and

(b) The establishment to which the sign pertains has a valid occupational license.

~~(4) Noncomplying signs.~~

~~(a) Unsafe signs. Upon inspection by the City, if any sign is found to be unsafe, then the owner of the property on which said sign is located shall be required to make it safe in a manner consistent with all requirements of this Code or to remove such sign. If notice of need for correction is not complied with within one week, the City shall cause such sign to be removed at the expense of the owner of the property on which the sign is located following a public hearing with due notice to all interested parties. Any sign deemed an immediate threat to public safety may be immediately removed by the City at the expense of the owner of the property on which the sign is located.~~

~~(b) Damaged legal nonconforming signs. Any legal nonconforming sign which is damaged shall be removed if the cost of repair would exceed 50 percent of its original cost. The City shall determine whether or not damage exceeds 50 percent of its original costs following a public hearing.~~

~~(c) Unmaintained signs. Any sign not maintained according to the requirements of this Code may be removed by the City at the expense of the owner of the property on which the sign is located following a public hearing with due notice to all interested parties.~~

~~(d) Electric violations. Any electric sign installed at any location that does not conform with the National Electric Code or that violates the ordinances of the City shall, upon notice by the chief electrical inspector, be discontinued immediately from service by the owner until made to conform with this Code and is subsequently approved by the electrical and/or building inspectors. Upon failure to so discontinue service until conformation with this section, the City shall have the power, authority and duty to discontinue and disconnect the unlawful or nonconforming installation, at the expense of the owner of the property on which the sign is located.~~

~~(e) Removal of illegal nonconforming signs. Signs shall be determined to be illegal nonconforming signs only following a public hearing with due notice to all interested parties. Any sign so determined to be an illegal nonconforming sign shall be removed within 30 days of notification to the owner of the property on which the sign is located. The City may remove any such sign if the owner fails to comply with this requirement for removal.~~

~~The expense of such removal shall be charged to the owner of the property on which the sign is located.~~

~~(f) *Removal of sign due to lapse of permit.* A continuing sign permit shall lapse automatically if not renewed or if the business license (business tax receipt) for the premises lapses, is revoked, or is not renewed, and not reinstated within the period provided herein. A sign permit shall lapse if the business activity on the premises is discontinued for a period of 60 days or more and is not renewed within 30 calendar days of a notice from the City to the last permittee, sent to the premises, that the sign permit will lapse if such activity is not renewed.~~

~~(5) *Enforcement.*~~

~~(a) *Sign contrary to provisions.* No sign shall be permitted to be erected, installed or applied in the City contrary to the provisions of this section.~~

~~(b) *Authorization to remove.* The Building Official and the Chief Code Enforcement Officer of the City shall enforce the provisions of this section, and further, the Building Official and Chief Code Enforcement Officer are hereby authorized and directed to remove all signs which are contrary to the provisions of this section in accordance with division (4) above.~~

~~(c) In the event the City cannot locate the owner, then a notice shall be mailed to the last known address of said owner and a copy of said notice shall be attached to the sign in violation of this section. If the sign is removed by the City, the City is hereby vested with the authority to appropriate the materials obtained from such sign and to credit the value thereof to the owner against the cost of such removal.~~

~~(d) If such expense is not paid within 30 days from the date of the notice of such City expense for removal of said sign, the City shall have the right to impress a lien upon the real property upon which such sign is located. The City shall have the continuing right to foreclose such lien, in accordance with general law in a court of competent jurisdiction.~~

~~(M) *Nonconforming signs.*~~

~~(1) Any sign, having an original cost in excess of \$100.00 and which is nonconforming as to permitted sign area or any other reason which would necessitate the complete removal and/or total replacement of the sign, may be maintained for the longer of the following two periods:~~

~~(a) Four years from the date upon which the sign became nonconforming under the provisions of this Code and amendments hereto; or~~

~~(b) A period of five to nine years from the installation date or the most recent renovation date which preceded the effective date of this Code. However, if the date of the most recent renovation is chosen as the starting date for the period of amortization, then such period of amortization shall be calculated according~~

1887 ~~to the cost of the renovation and not according to the original cost of the sign.~~
 1888 ~~The term of years to be determined by the cost of the sign or of such renovation,~~
 1889 ~~including installation cost, shall be as follows:~~

| Sign Cost or | Permitted Years From |
|---|---|
| Renovation Cost | Installation or Renovation Date |
| \$ 101.00 to \$3,000.00 | Five years |
| \$3,001.00 to \$5,000.00 | Six years |
| \$5,001.00 to \$7,000.00 | Seven years |
| \$7,001.00 to \$9,000.00 | Eight years |
| Over \$9,000.00 | Nine years |

1890

1891 ~~(2) Any owner of a sign who desires to rely upon an amortization period longer than~~
 1892 ~~four years shall file with the Building Official, within two years from the effective~~
 1893 ~~date of this section (November 28, 1990) (or most recent renovation) and a~~
 1894 ~~written agreement to remove or bring into conformance such nonconforming~~
 1895 ~~sign at or prior to the expiration of the amortization period applicable to that sign.~~

1896 ~~(3) Off-premises commercial signs facing any federal primary system expressway~~
 1897 ~~shall be exempt from this subdivision due to federal regulations. In the event the~~
 1898 ~~Federal Highway Beautification Act or F.S. Chapter 479 is repealed, amended~~
 1899 ~~or adjudicated to not required compensation, then the removal provisions~~
 1900 ~~contained in subdivisions (M)(1) and (2) shall apply.~~



AGENDA MEMORANDUM

Meeting Date: February 6, 2023

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager

From: Bill Collins, HR Director/Risk Manager *Bill*

Subject: Ordinance to amend Code of Ordinances, Section 34-16 - Leave

Recommendation:

Staff recommends that the Council approve the proposed ordinance that amends the Code of Ordinances Section 34-16 - Leave to update the leave policy relating to deaths. The intent is to modernize the policy and update the definition of “immediate family member” to conform with HR best practices and the City’s collective bargaining agreements.

Discussion/Analysis:

The City currently offers paid “death leave” for the passing of an immediate family member, defined as a spouse, children, grandchildren, mother, father, sister, brother, mother-in-law, father-in-law, grandfather, or grandmother. The current Code language requires the employee receiving bereavement leave to attend the funeral of the deceased family member.

The Society of Human Resources Management (SHRM) provides organizations with best practices and policy recommendations. The proposed amendment incorporates SHRM policy recommendations, such as changing the term “death leave” to “bereavement leave.” The amendment eliminates the funeral attendance requirement because it is difficult to enforce and inconsistent with the primary reason for bereavement leave: to allow grieving employees to care for the emotional needs of themselves and family.

The proposed amendment updates the definition of immediate family member to include other SHRM-recommended relationships: domestic partner, stepchild, stepsister, stepbrother, son-in-law, daughter-in-law, and an adult who stood *in loco parentis* to the employee during childhood. The amendment also adds “any person in the general family living within the same household” to the definition to achieve parity with employees covered under the City’s collective bargaining agreements.

Fiscal Impact:

There is no fiscal impact anticipated from this change. Bereavement leave is funded through an employee's budgeted salary.

Submission Date and Time: 2/1/2023 11:44 AM

| <u>Submitted by:</u> | <u>Approved by (sign as applicable):</u> | <u>Funding:</u> |
|---|---|--------------------------------------|
| Department: <u>Human Resources</u> | Dept. Head: _____ | Dept./ Desc.: _____ |
| Prepared by: <u>Bill Collins</u> | | Account No.: _____ |
| Attachments: <input checked="" type="checkbox"/> Yes No | Procurement: _____ | Additional Funding: _____ |
| | Asst. City Mgr.: _____ | Amount previously approved: \$ _____ |
| | City Manager: _____ | Current request of use: \$ _____ |
| | | Total vendor amount: \$ _____ |

ORDINANCE NO. _____ - 2023

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS,
FLORIDA, AMENDING SECTION 34-16, "LEAVE" OF THE
CITY'S CODE OF ORDINANCES TO UPDATE THE
BEREAVEMENT LEAVE POLICY; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Code of Ordinances (the "Code") currently provides in Section 34-16, "Leave" for leave with pay to employees upon certain conditions; and

WHEREAS, the City seeks to amend Section 34-16 to update the leave policy with respect to deaths and to update the definition of "immediate family" as recommended by the Society of Human Resources Management (SHRM) and as provided for in the City's Collective Bargaining Agreements to reflect current human resource best practices; and

WHEREAS, the City Council finds that this Ordinance is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:¹

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by revising Section 34-16, "Leave," which section shall read as follows:

Sec. 34-16. - Leave.

* * *

(D) *Leave with pay.* Employees may be granted the following leave with pay upon recommendation of department heads and approval of the City Manager or his designee.

(1) Jury duty or attendance in court under legal process.

(2) Work-related service training or convention.

(3) Reserve and National Guard training, not to exceed 17 days per year.

(4) ~~Death leave in the immediate family, provided that the employee actually attends the funeral, not to exceed four days within the state and five days~~

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

~~elsewhere.~~ Bereavement leave. Employees are allowed up to four consecutive days off from regularly scheduled duty with regular pay in the event of the death of an immediate family member. A fifth consecutive work day will be allowed to attend funeral services outside the State of Florida. "Immediate family" is defined as spouse, domestic partner, ~~children~~, stepchild, ~~grandchildren~~, mother, father, sister, ~~or~~ brother, stepsister, stepbrother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandfather, ~~or~~ grandmother, an adult who stood in loco parentis to the employee during childhood, or, upon proof, any person in the general family living within the same household, except that employees represented by bargaining units shall have only those benefits as are specifically provided by a current agreement in effect at the time. Vacation leave, floating holidays, or compensatory time may be used upon the death of a family member not listed or if the employee needs additional time off.

* * *

Section 3. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the __ day of _____, 2023, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this __ day of _____, 2023 on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

| | |
|--------------------------|-------|
| Vice Mayor George Lob | _____ |
| Councilman Bob Best | _____ |
| Councilwoman Jacky Bravo | _____ |

Councilman Dr. Walter Fajet, Ph.D. _____
Mayor Maria Puente Mitchell _____

MARIA PUENTE MITCHELL, MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE + BIERMAN, P.L.
CITY ATTORNEY



AGENDA MEMORANDUM

Meeting Date: 2/13/2023

To: The Honorable Mayor Maria Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Councilwoman Jacky Bravo

Subject: Tree Ordinance – Section 54 Tree Protection Program & Section 31-08 Trees on City Property; permit to trim or remove.

RECOMMENDATION: *The purpose and intent for this item is to request to the council consideration for consensus to direct our city attorney to update the current Miami Springs Tree Ordinance/Tree Protection Program for a more comprehensive ordinance*

I can't stress enough how trees contribute to a community's character, quality of life, air quality, stormwater management, less energy consumption, increased neighborhood curb appeal, property values, noise absorption, shade and wild life protection just to name a few.

Back on 8/23/2021, I brought forward the item to work with the Board of Park & Parkways to provide recommendations to where deciduous specimen trees can be planted throughout the city areas and to provide for feedback for changes, they see fit to improve and preserve our tree canopy and they have done such. The Board of Park & Parkways has made many efforts in making recommendations to the city for implementation of a revised code which will help support our Tree Protection Program's vision and mission. With the many recommendations the last only update approved by the city was the passing of Ord.1105-2018 TO REGULATE THE PLANTING AND MAINTENANCE OF TREES IN CLOSE PROXIMITY TO OVERHEAD UTILITY LINES.

In reviewing other municipality ordinances, the current Tree Ordinance lacks the following sections:

- Permits generally (overall expectation and process for permitting)
- Application procedures for tree modification, relocation, or removal for both new development or unrelated to building permit application of trees from public or private right-of-way or property
- Tree protection/relocation standards
- Table of Replacement Tree Canopy credits (to determine number of replacement trees required)
- Table of Tree & Palm Tree types in each category (replacement tree categories)
- Table of Tree Species Required/diversity standards (Ex. 11-20 trees to be planted minimum of 2 species need to be planted)
- Tree variances (defining a peculiar hardship, may include setback, building height, ground area coverage)
- Tree Trust fund (Defined mitigation fee)

- Decisions by Tree Preservation agency and or assigned board (if implemented)
- Appeals
- Penalty
- Civil remedies

Based on the continued efforts. I bring this item forward today to request to the council a consideration for consensus to direct our city attorney to update and revise the current Miami Springs Tree Ordinance. We have had alarming amounts of requests for tree removals on city property and private property using the current ordinance in place and it is proving to be non-effective and reflecting in the city. Times have changed and so has our landscape. If we continue on this path with the current non-constructive, non-accountable and subjective ordinance in place, I have no doubt we will lose what is left of our tree canopy.

It is our responsibility as public servants of this city to provide for recommendations in this case an updated Tree Ordinance, to protect and provide a clear and legal structure for management and to the public to act upon and to promote the desired behaviors and outcomes while deterring unwanted ones, without the proper action, ordinances are just words on a page.

- ☑ Sec. 54-01. - Intent.
- ☑ Sec. 54-02. - Authority to supervise, enforce, modify and supplement regulations.
- ☑ Sec. 54-03. - Definitions.
- ☑ Sec. 54-04. - Tree planting standards.
- ☑ Sec. 54-05. - Tree pruning standards.
- ☑ Sec. 54-06. - Tree removal standards.
- ☑ Sec. 54-07. - Tree abuse prohibited.
- ☑ Sec. 54-08. - Public property planting and maintenance standards.
- ☑ Sec. 54-09. - Applicability to utility companies.
- ☑ Sec. 54-10. - Emergency provisions.
- ☑ Sec. 54-11. - Enforcement.

Sec. 54-01. - Intent.

It is the intent of the regulations contained herein to provide guidelines, controls, and standards for the planting, maintenance, removal and protection of trees within the city. The goal of these regulations is to enhance and insure the continuance of the existing tree canopy within the city so as to provide the community with the health, safety, conservation of energy, general psychological, aesthetic and economic benefits that can be derived therefrom.

(Ord. 819-95, passed 1-9-95; amend. Ord. 887-02, passed 11-25-02)

Sec. 54-02. - Authority to supervise, enforce, modify and supplement regulations.

- (A) *Staff forester/public works department.* It shall be the duty of the staff forester or a designated representative of the public works department to supervise compliance with the regulations contained herein and to cooperate with, and assist, the code enforcement department in the prosecution of any regulation violation cases.
- (B) *Code enforcement department.* It shall be the duty of the code enforcement department to prosecute violations of the regulations contained herein before the Code Enforcement Board. The code enforcement department may prosecute violations in conjunction and cooperation with the staff forester, public works department, or on its own initiative.
- (C) *Board of Parks and Parkways.* In accordance with the authority granted to this board by §§ 32-30—32-35 of this Code of ordinances, the board shall have the responsibility to study, investigate, develop and recommend to the City Council, at least annually, any modified or supplementary regulations regarding the care, preservation, pruning, planting, replanting, removal, or disposition of trees in the City. In addition, the board shall consider, investigate, make findings of fact, report, and make recommendations regarding any special matter or question referred to it by the City Council.
- (D) *City Council.* The City Council will receive and review all recommendations referred to it by the Board of Parks and Parkways for modification of existing regulations or the addition of supplementary regulations. Any decision to enact regulation modifications or supplementary regulations shall remain within the sole and exclusive legislative jurisdiction of the City Council.

(Ord. 819-95, passed 1-9-95)

Sec. 54-03. - Definitions.

The following words and phrases shall have the meanings ascribed to them in this section:

Public way. Includes all public streets, roads, boulevards, alleys and sidewalks.

Public area. Includes all public ways, parks and other lands owned or leased by the City.

Tree. Any self-supporting woody plant, usually having a single woody trunk; a potential caliper of two inches or more, and a more or less distinct and elevated head with many branches.

Protected tree. A tree with a minimum caliper of four inches in diameter, one foot above the ground of the species Live Oak, Laurel Oak, Gumbo Limbo, Royal Poinciana, and Mahogany.

Maintenance and protection. Includes all operations of: pruning, spraying, injecting, fertilizing, treating, bracing, doing surgery work, cutting above or below the ground.

Staff forester. The individual appointed to assist the City staff and departments assigned to administer this program by the City Council.

Pruning. The removal of plant parts, dead or alive, in a careful and systematic manner so as not to damage other parts of the plant.

Specimen tree. A tree with any individual trunk which has a caliper larger than 12 inches. All nuisance trees listed in section 54-06(B)(5) are specifically determined to not to be specimen trees.

Tree service/arborist. Any person, company, corporation or service which, for compensation or a fee, performs tree maintenance and protection.

Developed property. Property containing a structure which has a valid certificate of occupancy.

Equivalent replacement. A tree or trees, which due to condition, size and value, is determined by the public works department to be equivalent to the tree to be removed.

Equivalent value. An amount of money which reflects the replacement cost of a tree, (including transportation, planting and initial maintenance to insure survival) based on its size, condition and location, following the international society of arbors tree evaluation formula and the market value.

Topping. A process to flat-cut the top of a tree or to remove more than one-third of the tree crown; hatracking.

Public nuisance. Any tree or shrub or part thereof growing upon private or public property which is determined by the staff forester or public works department representative to endanger the health, safety and general welfare of the City.

Large tree. A tree with a mature height of 40 feet or more in height, a mature canopy wider than 22 feet, and a mature root system wider than 15 feet.

Medium tree. A tree with a mature height of between 26 feet and 39 feet, a mature canopy between 15 feet and 22 feet, and a mature root system between ten feet and 15 feet.

Small tree. A tree with a mature height of 25 feet or smaller, a mature canopy smaller than 15 feet, and a mature root system smaller than ten feet.

Drop-crotch pruning. A specific type of pruning designed to properly reduce the size of trees within the current national arborist association standards, or any subsequent amendments thereto.

Branch collar. Trunk tissue that forms around the base of a branch.

Shade tree. Any tree with a mature crown width that is at least two-thirds of the tree's mature height.

Crown. Main part of the branching of a tree.

Crown width. The width of the crown at its widest point measured on a plane parallel to the ground.

Caliper. A tree measurement that takes the diameter of the tree at 12 inches above the rootball.

Root ball. A group of roots extending from the base of a tree trunk that must be intact when relocating a tree in order to promote survival of the tree.

Nonviable. Not capable of existing and continuing to provide the biological or aesthetic qualities associated with a healthy functioning tree resource.

Effectively destroyed. The cutting, trimming, or damaging of a tree's trunk, branch or root system to the extent that the tree is no longer viable.

Tree removal. Directly or indirectly cutting down, destroying, removing or relocating or effectively destroying (through damaging, trimming, authorizing or allowing the cutting down, destroying, removing, moving or damaging of) any tree.

(Ord. 819-95, passed 1-9-95; amend. Ord. 887-02, passed 11-25-02; amend. Ord. 911-04, passed 3-22-04)

Sec. 54-04. - Tree planting standards.

The following standards shall be applicable to the planting of all trees within the City, including but not limited to on any City owned or controlled property or right-of-way, and residential or non-residential properties.

- (A) All trees to be planted shall have symmetric crown form, a single trunk or leader, good crown color, no insect damage, well spaced branches, healthy new leaves, healthy well attached bark, strong crotches, adequate root space, and be of at least Florida No. 1 quality.
- (B) All large trees and palm trees to be planted in the swale will be not less than a three inch caliper and 12 feet tall with one main trunk free of branches between five and six feet above ground. All small trees to be planted will be not less than two inches in diameter measured six inches above the ground, and six feet tall.
- (C) All trees shall be planted in line or in an aesthetically ordered manner, except as may be delineated on a landscape plan authorized and approved by the City Council. Large trees shall be planted at a spacing of between 25 and 35 feet from each other; small trees and palm trees shall be planted at a spacing of between ten and 20 feet from each other.
- (D)

No tree shall be planted under pre-existing utility lines that will grow to a mature height of more than 24 feet or within 20 feet of such line.

(Ord. 819-95, passed 1-9-95; amend. Ord. 887-02, passed 11-25-02; amend. Ord. 1105-2018, passed 4-23-2018)

Sec. 54-05. - Tree pruning standards.

The following standards shall be applicable to the pruning of all trees within the City.

- (A) The pruning practices established by the current national arborist association standards, or any subsequent amendments thereto, which are specifically incorporated herein. Copies of these pruning standards shall be maintained by the public works department and made available for inspection, review and copying.
- (B) All branches too large to be supported by one hand shall be precut to avoid splitting or tearing of the bark. Where necessary, proper equipment should be used to lower large branches or stubs to the ground.
- (C) All cuts shall be made as close as possible to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub. Drop-crotch pruning for overhead utility lines shall be followed.
- (D) All cut limbs shall be removed from the crown upon completion of the pruning.
- (E) Not more than one-quarter of the total crown area should be removed at a single operation. A cutting exceeding this standard will be considered to have rendered the tree nonviable, and shall be presumed, subject to rebuttable evidence to the contrary, to be effective destruction of the tree.
- (F) All trees located on property which are adjacent to any City roadway, alley or other vehicular right-of-way shall have their branches pruned to a clearance height of between 12 and 16 feet, so that no branches shall interfere with the vehicular use of said areas.

(Ord. 819-95, passed 1-9-95; amend. Ord. 984-09, passed 9-14-09)

Sec. 54-06. - Tree removal standards.

The following standards shall be applicable to the removal of trees within the City.

- (A) It shall be unlawful for any person, directly or by direction, to cut down, destroy, remove or move, or to effectively remove or destroy, through the infliction of damage, any tree within the City without first obtaining a permit from the Building and Zoning Department.
- (B) The following tree removal activities are specifically exempted from the permit, relocation, replacement and mitigation requirements of this chapter:
 - (1) Removal of trees within the property boundaries of developed property which are not specimen or protected trees.
 - (2)

Removal of trees for the construction of a new principal single-family residence for an owner-builder so long as the trees are not specimen or protected.

(3) Removal of any dead tree.

(4) Removal of trees in emergency situations. (See § 54-09 of this chapter for applicable guidelines and provisions).

(5) Removal of any of the following nuisance tree species:

| | SPECIES | COMMON NAME |
|-----|---------------------------|---------------------|
| (a) | Acacia auriculiformis | Earleaf Acacia |
| (b) | Albizia lebeck | Woman's Tongue |
| (c) | Araucaria heterophylla | Norfolk Island Pine |
| (d) | Bambusa vulgaris | Tree Bamboo |
| (e) | Bischofia javanica | Bischofia |
| (f) | Brassaia actinophylla | Schefflera |
| (g) | Casuarina spp | Australian Pine |
| (h) | Cupaniopsis anacardiodes | Carrotwood |
| (i) | Enterolobium cyclocarpum | Ear Tree |
| (j) | Eucalyptus spp | Eucalyptus |
| (k) | Ficus spp | Ficus |
| (l) | Grevillea robusta | Silk Oak |
| (m) | Hibiscus tiliaceus | Mahoe |
| (n) | Melaleuca quinquenervia | Melaleuca |
| (o) | Metopium toxiferum | Poison Wood |
| (p) | Psidium quajava/littorale | Guava |
| (q) | Ricinus communis | Castorbean |
| (r) | Sapium sebiferum | Chinese Tallow Tree |
| (s) | Schinus terebinthifolius | Brazilian Pepper |
| (t) | Syzygium cumini | Java Plum |
| (u) | Thespesia populnea | Mahoe |

(6) Removal of any tree which has been destroyed or effectively destroyed by an act of God, or by acts outside the control of the legal, beneficial or equitable owner of the real property in which the tree is located, and which acts could not have been prevented by the exercise of reasonable care.

(7) Removal of any tree by the City in accordance with the authority and administrative discretion provided in § 54-08 of this chapter.

(8) Removal of specimen or non-specimen mango and avocado trees.

(C) All of the aforesaid trees listed in division (B) of this section which are dead or effectively destroyed, shall be removed by the property owner, without any permit, relocation, replacement or mitigation requirement, so as to protect adjacent properties from damage that may be caused

by the dead or effectively destroyed trees.

- (D) *Application for removal permits.* Tree removal permits are required for the removal of any specimen tree not specifically exempted under division (B) of this section. The City shall provide permit application forms which shall be used by permit applicants. An owner, agent of the owner, or lessee of a property may apply for a tree removal permit. If the permit applicant is a lessee, or agent of the owner, a statement from the owner of the property, indicating that the owner has no objection to the proposed tree removal, shall be submitted with the application. The permit applicant shall submit to the City a completed application form which shall include the reasons for the requested removal, the tree size and tree caliper, and the common name of the tree to be removed. Permit application forms shall be accompanied by two diagrams showing the location of the tree to be removed which are subject to review and approval by the Building and Zoning Department. The diagrams shall include the locations of all existing tree resources and all proposed structures or utilities which may require removal or relocation of trees. If the submitted diagrams do not provide sufficient information to determine which trees will be affected by proposed development, the department may require that a tree survey of the site be prepared and submitted to the department for review.
- (E) *Permit fees.* The City shall, by resolution, establish a fee schedule for all matters relating to tree removal, relocation, replacement, monetary contribution, and all administrative reviews necessitated thereby. Applications for removal of any tree located under or within 20 feet of an overhead utility line will be exempt from permitting and any excess bulk trash fees.
- (F) *Review and evaluations of removal permit applications.* A review of each completed tree removal permit application shall be conducted by the Public Works Department. This review and all actions taken by the department shall be conducted under a standard of reasonableness using the best available practices from biology, botany, forestry, landscape architecture and other relevant fields.
- (1) *Specimen trees standards.*
- (a) Specimen trees application. Specimen trees shall be preserved whenever reasonably possible. Upon receipt of an application to remove a specimen tree, the department shall consider the following factors in evaluating said application.
 1. Size and configuration of the property.
 2. Size and configuration of any proposed development.
 3. Location of the tree relative to any proposed development.
 4. Whether or not the tree can be preserved under the proposed plan or any alternative plan.
 5. Health, condition and aesthetic qualities of the tree.
 6. Whether the tree poses a threat to persons or property.

(b)

Alternate plans. If, upon review of the aforesaid factors, the department determines that a specimen tree cannot reasonably be preserved under the proposed plan, then the applicant shall provide an alternate plan which shall include preservation of the specimen tree and design alterations consistent with the scope and intent of the initially proposed plan. Alterations consistent with the scope and intent of the initially proposed plan may include, but shall not be limited to:

1. An adjustment of building orientation on a site.
 2. An adjustment of lot lines within a site proposal for more than one lot when said adjustment will not cause an unreasonable loss of usable space. An applicant shall have the burden of proof in the determination of what constitutes an unreasonable loss of usable space.
- (c) **Specimen tree relocation.** If preservation of the specimen tree and any alternate design consistent with the scope and intent of the initial plan are mutually exclusive, then the department may issue a permit to relocate the specimen tree. If the tree removal permit requires relocation, then the applicant shall be required to relocate the tree in a manner that will maintain the canopy within the general vicinity of the removal on the same property or to relocate the tree to a location within the City designated by the Public Works Department.
- (d) **Removal of specimen trees.** If relocation of the specimen tree is not feasible, due to the size, health, location, species or any other factor, then a permit may be issued for removal, and tree replacement shall be required. The Public Works Department shall designate an equivalent replacement tree or trees and a location within the city for its planting.
- (e) **Replacement requirements for specimen trees.** In the event that replacement is not feasible on-site, then alternative off-site replacement shall be required, or, as a last alternative, there shall be a contribution made to the City tree trust fund for the full equivalent value of the replacement tree or trees. This trust fund shall be administered by the City Council so as to insure the prompt planting of replacement trees in an area as closely adjacent as is reasonably possible to the area from which a specimen tree was properly removed.
- (f) **Black olive tree removal and replacement.** The following policies, standards, and requirements shall be applicable to the removal and replacement of black olive trees in the City.
1. *Private property removal.* If a property owner wishes to remove a black olive tree from a private property site, the existing tree removal procedures in this ordinance must be followed. Mitigation will be in accordance with existing rules and standards if the tree is not causing damage to the subject property. However, the amount of mitigation required may be reduced by one-half if, in the sole discretion of the Public

Works Department, the subject tree is causing damage to the subject property. In all cases, the property owner shall bear the full cost of removal and disposal of the removed tree. As a condition of removal, the property owner and the City must reach an agreement for the replacement of the removed black olive tree with a City approved tree or for the payment of the required mitigation amount into the City Tree Fund prior to the removal of the specimen tree.

2. *Public property removal.* If a property owner requests the removal of a black olive tree from the City swale or right-of-way property, the decision regarding the removal shall be at the sole and exclusive discretion of the Public Works Department. If removal is permitted, the City shall pay for the cost of removal and disposal of the removed tree, and the adjacent property owner shall be required to pay one-half of the required mitigation for the removed tree prior to the removal of the tree. In addition to the foregoing, the established policy of the City in regard to the removal of black olive trees from public property mandates that no more than 20 such trees shall be removed during any fiscal year of the City and that the City will replace all removed trees during its annual Black Olive Tree Replacement Program.

(g) *Exemption from relocation replacement and contribution requirements.* An applicant may be exempt from the relocation, replacement and contributions previously set forth herein under the following conditions:

1. Subject to the review and approval of the City Public Works Department, and upon the submittal of a statement from a landscape architect registered in the state, or from an accredited graduate forester, which indicates that a specimen tree, due to disease, condition, growth habit or any other reasonable botanical factor, does not provide the aesthetic or environmental contribution associated with the specimen tree. Said statement shall include the specific reason(s) for the claimed exemption.
2. When preservation of the specimen tree would cause an unreasonable risk to existing property.
3. When a site contains more than one specimen tree, and 50 percent or more of the existing specimen trees and at least 50 percent of the existing specimen tree canopy area is preserved.
4. When a specimen tree is determined by the Public Works Department to be undesirably located or that it may pose a threat to other adjacent specimen trees.

(2) *Compliance.* If the application for a tree removal permit is filed in conjunction with the construction and development of real property within the City, no Certificate of Occupancy shall be provided to the subject property until all applicable provisions of this chapter have been met.

Tree protection requirements during construction. During site development, protection requirements for trees designated for preservation shall include, but not be limited to, the following:

- (1) Protective barriers shall be placed around each tree, cluster of trees, or the edge of the preservation area no less than six feet (in radius) from the trunk of any protected tree cluster or preservation area unless a lesser distance is specified by the Public Works Department. Protective barriers shall be a minimum of four feet above ground level and shall be constructed of wood, plastic or metal, and shall remain in place until development is completed and the Public Works Department has authorized their removal. Protective barriers shall be in place prior to the start of any construction.
 - (2) Understory plants within protective barriers shall be protected.
 - (3) No 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.
 - (4) Trees shall be braced in such a fashion as to not scar, penetrate, perforate or otherwise inflict damage to the tree.
 - (5) 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 are required.
 - (6) 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 tunnelling.
 - (7) 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.
- (H) *Tree relocation standards.* The relocation of any tree shall be consistent with the following minimum standards:
- (1) Trees other than palms:
 - (a) Tree roots shall be severed in such a manner as to provide a root ball which is sufficient to ensure survival of the tree when relocated. A sufficiently-sized planting hole shall be provided at the relocation site to ensure successful regrowth.
 - (b) After root severing, adequate time shall be allowed prior to replanting to ensure survival of the tree(s). After root severing and prior to relocation, tree(s), shall be watered a minimum of twice weekly. After relocation, tree(s) shall be watered a minimum of four times each week until the tree(s) are established.
 - (c)

During removal and transportation of the tree, the root ball and vegetative portion of the tree shall be protected from damage from wind or injury. Any tree that dies or becomes nonviable within 12 months of relocation shall be replaced.

(2) Palm trees.

- (a) A ball of earth at least one foot from the base of the tree shall be moved with the tree.
- (b) All fronds on Sable Palms shall be trimmed around the bud prior to relocation.
- (c) The bud shall be protected from damage or injury during relocation.
- (d) Any palm that dies or becomes nonviable within 12 months of relocation shall be replaced.

(Ord. 819-95, passed 1-9-95; amend. Ord. 887-02, passed 11-25-02; amend. Ord. 904-03, passed 9-22-03; amend. Ord. 966-08, passed 2-25-08; amend. Ord. 984-09, passed 9-14-09; amend. Ord. 1001-2010, passed 12-13-10; amend. Ord. 1105-2018, passed 4-23-2018)

Cross reference— Penalty, § 10-99.

Sec. 54-07. - Tree abuse prohibited.

It shall be unlawful to abuse any protected or specimen trees located within the City of Miami Springs or any other trees located on City owned or controlled property or right-of-way.

(A) The following acts shall constitute tree abuse:

- (1) Damage inflicted upon any part of a tree, including its root system, by machinery, mechanical devices, soil compaction, excavation, vehicle accidents, chemical applications, changes to the natural grade, fire, storage or disposal of toxic or hazardous substances, acts of animals.
- (2) Damage inflicted to or cutting upon a tree which permits infection or pest infestation.
- (3) Cutting upon any tree which destroys its natural shape.
- (4) Topping; hatracking.
- (5) Bark removal of more than one-third of the tree caliper.
- (6) Tearing and splitting of limb ends or peeling and stripping of bark.
- (7) Use of climbing spikes.
- (8) Fastening any sign, rope, wire or object by nail, staple, chemical substance, or other adhesive means to, through or around any tree.
- (9) Any pruning in violation of the practices established by the national arborist association.
- (10) Any act that would cause a tree to become nonviable.

(B) Any act of tree abuse that renders a protected or specimen tree to be nonviable or effectively destroyed shall constitute "effective removal" and require full compliance with § 54-06 of this article.

(Ord. 819-95, passed 1-9-95; amend. Ord. 887-02, passed 11-25-02)

Cross reference— Penalty, § 10-99.

Sec. 54-08. - Public property planting and maintenance standards.

Notwithstanding anything contained in this section to the contrary, the city shall have the sole and exclusive right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public areas, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of all public grounds. The city may remove or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature constitutes a public nuisance or is injurious to sewers, electric lines, gas lines, water lines or other public improvements, or is afflicted with any injurious fungus, insect or pest. This section does not prohibit the planting of trees adjacent to any public ways by adjacent property owners provided that the trees are properly placed and maintained in accordance with the tree planting and maintenance standards contained herein.

(Ord. 819-95, passed 1-9-95; amend. Ord. 887-02, passed 11-25-02)

Sec. 54-09. - Applicability to utility companies.

Except as may be provided in the "Booklet of Minutes and Agreements" established jointly by Florida power and light company and the ad hoc tree committee on September 23, 1991 (a copy of which is permanently maintained in the public works department and is available for review and inspection), the provisions of this chapter are applicable to all utility companies.

(Ord. 819-95, passed 1-9-95)

Sec. 54-10. - Emergency provisions.

In the event that it is believed that any tree in the City is in such a hazardous condition so as to endanger the public health, safety and general welfare unless it is immediately removed, the City Manager, or his designee, may verbally authorize the removal of such tree following a personal inspection of the subject tree without the securing of a removal permit as required by this chapter. In addition, the provisions and requirements of this chapter may be temporarily stayed by a majority vote of the City Council following the occurrence of a hurricane, tornado, flood, or other natural disaster.

(Ord. 819-95, passed 1-9-95)

Sec. 54-11. - Enforcement.

Any violations of the provisions and requirements of this chapter shall be prosecuted on behalf of the City by the Code Enforcement Department before the Code Enforcement Board in accordance with its rules, regulations, and procedures as mandated in §§ 32-65—32-71 of this Code of Ordinances or in accordance with

the rules, regulations and procedures contained within the City's Supplemental Code Enforcement Citation System codified in Code of Ordinance § 101-01. Nothing contained herein shall in any way limit any other department of City government from participating and assisting in the prosecution of violations of this chapter.

(Ord. 819-95, passed 1-9-95; amend. Ord. 918-04, passed 11-8-04)

Current - Miami Springs Ordinance

Sec. 31-08. - Trees on City property; permit to trim or remove.

- (A) It shall be unlawful, without complying with the terms hereof, to trim, top, remove, damage, or kill any tree growing on property in the City, which property has been dedicated to public use.
- (B) A person desiring to remove or kill any tree shall apply for a permit to the City Clerk, and deposit with him the sum of \$75.00 in cash for each tree to be removed or killed, which sum shall be kept by the clerk in a separate fund, and if the applicant shall not within 90 days after the permit is issued have replaced the tree removed or killed with another, then the clerk shall cause another tree to be planted in the place of the one removed or killed, and shall pay the cost thereof out of the sum deposited, the balance, if any remaining, to be returned to the depositor. If the amount is not sufficient, the person will be liable for the deficiency. The tree replacing the tree removed or killed shall have a trunk with a minimum diameter of three inches at a point two feet above the ground.
- (C) If any person shall desire to trim or top any tree, he shall apply to the City Clerk for a permit, which permit shall be issued upon proof that the work is to be done by a qualified contractor licensed by the City to engage in the business of tree trimming, and no tree shall be topped below the following heights: for Australian pines, not less than 40 feet; and for Cunningham pines, not less than 25 feet.

(Code 1962, § 2-16; Ord. 164, passed 6-9-52)

☑ Sec. 82-28. - Definitions.

☑ Sec. 82-29. - Permits generally.

☑ Sec. 82-30. - Application procedure for tree modification, relocation, or removal in conjunction with proposed development for which a development review committee's review, board of architects' review, separate building building site determination or tentative plat approval is required.

☑ Sec. 82-31. - Application procedure for tree permit unrelated to building permit applications.

☑ Sec. 82-32. - Tree protection/relocation standards.

☑ Sec. 82-33. - Tree variances.

☑ Sec. 82-34. - Decision by the tree preservation agency.

☑ Sec. 82-35. - Appeals from decisions by the tree preservation agency.

☑ Sec. 82-36. - Enforcement.

☑ Sec. 82-37. - Penalty.

☑ Sec. 82-38. - Civil remedies.

☑ Sec. 82-39. - Tree trust fund.

permit,

ARTICLE II. - TREE PROTECTION AND PRESERVATION

Footnotes:

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Editor's note— Ord. No. 2017-45, § 2(Att. A), adopted Dec. 5, 2017, amended art. II in its entirety to read as herein set out. Former art. II, §§ 82-31—82-40, pertained to standards for removal and relocation of trees and derived from Code 1958, §§ 34-11—34-20; Code 1991, §§ 27-26—27-35; Code 2006, §§ 82-27—82-36; Ord. No. 2344, § 2, adopted Mar. 11, 1980; Ord. No. 2619, § 1, 2, adopted Feb. 11, 1986; Ord. No. 2981, § 1, adopted Mar. 31, 1992; and Ord. No. 2005-31, § 1, adopted Nov. 22, 2005.

Sec. 82-28. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section. Unless indicated below, all terms not defined herein shall be defined in accordance with International Society of Arboriculture (ISA) Best Management Practices. Where the context will permit, the definitions provided in F.S. § 1.01 shall apply.

Assisting labor means sole individuals employed directly by the property owner in the City of Coral Gables.

City tree preservation agency means the department or agency charged by the city manager with the enforcement of the provisions of this article. The decision-making staff of this agency shall include an individual or individuals with significant local experience in the fields of botany, landscape architecture and horticulture.

Development means and refers to any proposed material change in the use or character of land, including, but not limited to, the replacement of any structure or site improvement on land. When appropriate to the context, development may refer to the act of issuing any building permit.

Developed means that point in time when the building and site have received all required final inspection approvals.

Diameter at breast height (DBH) is a method of measuring the diameter of a tree at four and one-half feet above grade.

Drip line means a vertical line running from the outer-most horizontal circumference of the tree branches extending to the ground.

Effectively destroy means to cause, suffer, allow or permit any act that will cause a tree to die or go into a period of unnatural decline within one year from the date of the act. Acts that may effectively destroy a tree include, but are not limited to, excessive pruning, changing the natural grade above the root system or around the trunk, damage inflicted on the tree permitting infection or pest infestation, application of herbicides or other chemical agents, intentional fire damage to the tree permitting infection or pest infestation, the infliction of a trunk wound or wounds that cumulatively are 20 percent or greater of the circumference of the trunk, or the removal of sufficient canopy to cause the unnatural decline of the tree.

Hazard tree means a tree with uncorrectable defects severe enough to pose present danger to people or buildings under normal conditions.

Landscaper means someone working as landscaper maintaining commercial and residential landscaping in the City of Coral Gables who is registered as a landscape maintenance contractor with the City of Coral Gables.

Pruning means that definition of the term as set forth in both the most recent International Society of Arboriculture (ISA) Best Management Practices (BMP) on Pruning and American National Standards Institute (ANSI) A300, Part 1. At no time shall trimming, topping, tipping or flush cutting of trees be deemed a form of "pruning."

Qualified tree trimmer means a professional tree trimmer who is or works under the direction of an International Society of Arboriculture (ISA) certified arborist, or a tree trimmer licensed as a tree trimmer by a county or municipality in Florida.

Specimen tree means a healthy tree (as determined by the city) with any individual trunk which has a DBH of 18 inches or greater, but not including the following: 1) all trees listed in section 24-49(4)(f) of the Miami-Dade County Code; 2) non-native fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to, mangos, avocados, or species of citrus; 3) all multi-trunk trees in the palm family, except Paurotis Palm/Everglades Palm (*Accelorrhaphe wrightii*), which have a minimum overall height of 15 feet.

Site means that parcel of land for which a tree permit is sought.

Tree means a woody or fibrous perennial plant with an upright trunk of four and one-half inches or more DBH or 12 or more feet in overall height. A tree species include palms, Pandanas, Traveler's trees (*Ravenella madagascariensis*) and Clerodendrum species.

Tree abuse shall include:

- (1) Damage inflicted upon any part of a tree, including the root system, by machinery, construction equipment, cambium layer penetration, storage or materials, soil compaction, excavation, chemical application or spillage, or changes to the natural grade.
- (2) Hatracking or topping.
 - a. Pruning of fruit trees such as mango, avocado, and lychee to a height of 14—15 feet shall not be considered hatracking, topping, or tree abuse.
- (3) Girdling or bark removal.
- (4) Pruning any tree subject to the terms of this section not in accordance with the current International Society of Arboriculture (ISA) Best Management Practices and American National Standards Institute (ANSI), A300 Standards, Part One.
- (5) Piling soil against the trunk of a tree above the root flare or placing soil over more than 25 percent of the roots of a tree within the drip line of the tree to a depth greater than four inches, unless done with an approved tree permit.

- (6) Flush cuts.
- (7) Piling trash or construction debris within six feet of a tree.

Tree modification or modifying a tree shall include:

- (1) Pruning living or dead limbs ten inches or larger in diameter of a specimen tree.
- (2) Cutting any roots greater than two inches in diameter of a specimen tree within six feet of the trunk.
- (3) Cutting more than 25 percent of the roots of a specimen tree within the drip line of the tree to a depth greater than six inches.
- (4) Piling soil against the trunk of a tree above the root flare or placing soil over more than 25 percent of the roots of a tree within the drip line of the tree to a depth greater than four inches.

Tree root protection zone means a designated area measured from the outside of the trunk of the tree that is meant to protect the tree roots during construction activity.

Viable means a tree that, in the judgment of the enforcement agency, is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

Yard area means an open space on the same lot with a building, said space being unoccupied and unobstructed from the ground upward, with the exception of trees and other vegetation

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-29. - Permits generally.

- (a) *Required.* No person shall, unless otherwise permitted by the terms of this article, directly or indirectly modify, cut down, destroy, remove or move, or effectively destroy through damaging, or authorize the modifying, cutting down, destroying, removing, moving or damaging of any tree without first obtaining a permit under this article. No city official shall issue a permit provided for herein in violation of the requirements of this article.
- (b) *Application forms; fees.* Permits for the modification, removal, relocation or replacement of trees covered herein shall be obtained by submitting an application, on a form prescribed by the city tree preservation agency. The permit fee shall be established by the city commission. No fee shall be charged for trees that are relocated or that lie within a utility easement and are required to be removed in order to provide utility service to the property. Governmental agencies and applications for tree modifications or removals in areas dedicated to public use shall be exempted from permit fees, but shall be subject to all other provisions of this article. With the exception of the tree trust fund contained herein, funds collected as permit fees pursuant to this article shall be deposited in the general fund.
- (c) *Tree abuse.* Tree abuse is prohibited and shall constitute a violation of this section. Any act of tree abuse that renders a tree nonviable or effectively destroyed shall constitute "effective removal" and shall compel the owner to fully comply with the terms of this article as if the tree was removed prior

to issuance of a permit.

- (d) *Pruning of trees on private property.* Pruning tree limbs ten inches or more in diameter on private property requires a tree permit from the tree preservation agency. Pruning of branches four inches in diameter or greater must be done by a qualified tree trimmer. Pruning of trees may also be done by the property owner with assistance as needed by assisting labor.
- (e) *Pruning of trees on public property and rights-of-way.* The pruning of any trees on public property and rights-of-way is prohibited unless expressly approved by the tree preservation agency in advance.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-30. - Application procedure for tree modification, relocation, or removal in conjunction with proposed development for which a development review committee's review, board of architects' review, separate building permit, building site determination or tentative plat approval is required.

- (a) *Preliminary review.* As a precondition to the filing or receiving of any application for a development review committee, board of architects' review, building permit, building site determination or tentative plat with the appropriate municipal department, the applicant shall make application for (on a form provided for by the city tree preservation agency) and receive a preliminary approval from the tree preservation agency. The preliminary review procedure shall guarantee that the applicant has taken all steps reasonably necessary to preserve existing trees and to otherwise enhance the aesthetic appearance of the development by the incorporation of trees into the design process.

- (1) Applicants seeking a preliminary approval as a precondition to the review by the development review committee, board of architects, or issuance of a building permit, building site determination or tentative plat shall submit, as an attachment to their application, two copies of a legible reproducible site plan, drawn to scale, and indicating the following information for the entire site:
 - a. Location, shape and spatial arrangement of all existing and proposed buildings, walls, improvements and structures.
 - b. Identification of uses on adjacent properties.
 - c. Location, shape and spatial arrangement of all parking areas and access road.
 - d. Existing and proposed utility services.
 - e. Existing and proposed elevations.
 - f. Setbacks, yard requirements and easements.
 - g. Existing and proposed wells.
 - h. All sink holes, solution holes, rock outcroppings and historical sites.
 - i. A certified tree survey overlaid directly upon the site plan, and indicating the location, referenced to structures, of all existing trees meeting the dimensions set forth in section 82-28. The survey shall be prepared by a licensed professional surveyor and mapper in

coordination with a certified arborist to distinguish the centerline of existing tree location, within the property and adjacent right-of-way, proposed to be modified, removed, relocated, replaced, preserved at their present location, or introduced into the development from an off-site source. All trees shall be identified by a certified arborist to determine species, common name, DBH, canopy diameter, height and condition. Elevations and site plans of proposed structures and improvements depicting their relationship with existing trees and proposed mitigation measures are required where applicable.

- j. Applicants of smaller projects as determined by the tree preservation agency and applicants who qualify for an owner/builder permit, as provided under section 24-49(4)(b)(ii) of the Miami-Dade County Code or F.S. ch. 489, may prepare their own tree survey. Groups of trees less than three feet apart, may be designated as clumps, provided that any tree with a trunk circumference of 30 or more inches must be specifically designated. For sites on which development or tree removal activity is to occur on less than the entirety of the site, the tree preservation agency may provide that the tree survey exclude those portions of the site which it determines will not be affected by the development activity.
- (2) The tree permit may be approved where the tree preservation agency has verified that no tree removal activity is involved in a proposed development.
- (3) An application to modify, move or remove a tree whose trunk is located at the property line and shared between two or more properties as indicated by a survey shall require the consent of all affected property owners.
- (b) *Application review.* Upon receipt of a proper application, the tree preservation agency shall review the application, which review may include a check of the site and referral of the application for recommendation to other appropriate administrative departments or agencies. The tree preservation agency shall render a decision on the application (assuming the application is complete upon its submission). Specimen trees shall be preserved whenever reasonably possible. Upon receipt of a tree application, the tree preservation agency shall consider the following factors in evaluating said application:
 - (1) Size and configuration of the property.
 - (2) Size and configuration of any proposed development.
 - (3) Location of all existing and proposed trees relative to any existing and proposed development.
 - (4) Whether or not the tree can be preserved under the proposed plan or any alternative plan.
 - (5) Health, condition and aesthetic qualities of the tree.
 - (6) Whether the tree poses a threat to persons or property.
 - (7) Location of utility systems.
 - (8) Whether the tree impedes on the visibility triangle pursuant to section 5-1406 of the Coral Gables Zoning Code.
- (c)

Circumstances justifying issuance. Tree permits under this section may be issued only after the applicant has provided documentation, as may be required by the tree preservation agency, that the following sequence of actions has been taken to determine whether to:

- (1) *Step 1: Preserve the existing specimen tree on-site.* The applicant shall make reasonable efforts to design the improvements, including but not limited to the structure, driveway and septic drain field, that accommodate the natural growth of the existing tree. The design may include the consideration of any necessary variances pursuant to this article. In all options, the tree preservation agency may reasonably require root barrier as a mitigation measure to address future potential root damage concerns.
 - (2) *Step 2: Modify the existing specimen tree.* The applicant may modify the existing specimen tree by root pruning or tree pruning that would cause minimum harm to the tree as determined by the tree preservation agency, while redesigning the improvements, including but not limited to the structure, driveway and septic drain field, to accommodate the natural growth of the existing tree. The pruning of tree limbs and roots shall be in accordance with the current American National Standards Institute (ANSI), A300 standards.
 - (3) *Step 3: Relocate the existing specimen tree on-site.* The applicant shall provide documentation justifying the relocation of the existing specimen tree elsewhere on-site at a location that can accommodate the natural growth of the relocated tree. The applicant shall utilize best practices in the horticultural industry in accordance with the current ANSI A300 standards to relocate the existing specimen tree to another location on-site.
 - (4) *Step 4: Remove the existing specimen tree.* The applicant shall provide documentation pursuant to subsection (d) justifying the removal of the existing specimen tree. If preservation of the specimen tree and any alternate design pursuant to subsection (d) consistent with the scope and intent of the initial plan are mutually exclusive, then the tree preservation agency may issue a permit to remove the specimen tree in accordance with the requirements, criteria and procedures in subsections (d), (e) and (f).
- (d) *Alternate design.* If, upon review of the factors enumerated in section 82-30(b), the applicant determines that a specimen tree cannot reasonably be preserved under the proposed plan, the tree preservation agency may require that the applicant provide an alternate plan which shall include preservation of the specimen tree and design alternatives of removing the specimen tree. The alternate plan that includes the specimen tree may depict the site constraints and design limitations due to the specimen tree, which may include any or a combination of the following: an adjustment of the building orientation, requests for potential variances; or a reduction of developable area. The applicant bears the burden of proving hardship why the preservation of the specimen tree at its present location is not reasonable by utilizing the evaluation factors enumerated in section 82-30(b).
- (e) *Procedures for determining specimen tree replacement requirements.* The tree preservation agency shall determine the total number and type of replacement trees required for the issuance of a tree

removal permit according to the following procedural steps:

- (1) *Determining existing specimen tree canopy coverage on-site.* The area of existing tree canopy coverage removed by the applicant's proposed development shall be determined by the tree preservation agency based on a site plan and completed tree permit application, using one or any combination of the following methods: review of aerial photography; on-site inspection; and review of a tree survey. The tree preservation agency may require the applicant to submit a tree survey for the purpose of this determination.
- (2) *Determining number of replacement trees required to be planted.* The total number of trees required for replacement shall be based on canopy loss as reviewed and confirmed by the tree preservation agency and the category of replacement tree selected by the applicant. Each replacement tree shall compensate for a portion of the tree canopy lost in the impact area. The following table shall be used as a standard for determining the required number of replacement trees. (For example, four large tree species of 15 feet overall height will mitigate an existing tree of 2,000 square feet of tree canopy coverage.) If the calculation of canopy credit results in a fraction of 500 square feet, the canopy credit shall round up to the next 500 square feet. For a specimen tree of DBH of 24 inches or larger, the tree preservation agency may require up to twice the amount of tree canopy replacement, or replacement trees of equal environmental value.

TABLE 82-1

REPLACEMENT TREE CANOPY CREDITS

| ReplacementTree | Minimum Height | Canopy Credit |
|--------------------------|------------------------|-----------------|
| Large tree species * | 15 feet overall height | 500 square feet |
| Medium tree species | 12 feet overall height | 300 square feet |
| Small tree species | 10 feet overall height | 200 square feet |
| Large palm tree species | 10 feet clear trunk | 300 square feet |
| Medium palm tree species | 6 feet clear trunk | 200 square feet |
| Small palm tree species | 6 feet clear trunk | 100 square feet |

* Additional credit for canopy mitigation may be granted at the discretion of the tree preservation agency for large tree species exceeding 20 feet in height.

If tree canopy cannot be determined, the applicant may use a DBH calculation method at a 6:1 ratio as demonstrated in the following example: an 18-inch DBH tree may be replaced with three trees. Such replacement trees shall be at a minimum four-inch DBH and minimum of 15 feet overall height. If a calculation of required replacement trees results in a fractional tree, the number of required trees shall be rounded up to the next whole number.

TABLE 82-2
EXAMPLES OF TREE AND PALM TREE TYPES IN EACH CATEGORY *

| Replacement Tree | Examples of Tree/Palm Tree Types |
|--------------------------|--|
| Large tree species | Live Oak, Mahogany, Black Olive 'Shady Lady', Royal Poinciana, Verawood, Floss Silk, Wild Tamarind, Gumbo Limbo, Ficus Saurea, Ficus Citrifolia |
| Medium tree species | Bridal veil, Leopard tree, Satin Leaf, Pigeon Plum, Orange Geiger, Green Buttonwood |
| Small tree species | Simpson Stopper, Spanish Stopper, Silver Buttonwood, Cassia species, Tabebuia Species, Lignum Vitae, Crabwood, Jamaican Caper, Ligustrum Lucidum |
| Large palm tree species | Royal palm, Canary Island Date palm, Medjool Date palm, Bismarck palm, Coconut palm |
| Medium palm tree species | Sabal palm, Satakentia palm, Copernica alba, Latania Palm |
| Small palm tree species | Florida Thatch palm, Solitaire palm, Montgomery palm, Christmas palm, Teddy Bear palm |

* Category of species not listed shall be determined by tree preservation agency based on equivalent ecological and horticultural value.

All replacement trees shall have a minimum quality of a Florida No. 1 grade or better following the current Florida Grades and Standards for Nursery Plants.

- (3) *Location of replacement tree.* Specific placement of replacement trees on-site shall be determined by the applicant. If the site cannot accommodate the required replacement trees because of insufficient planting area as determined by the tree preservation agency, then the applicant shall be required to plant replacement trees at an off-site location subject to the tree preservation agency's approval, or, as an alternative, shall provide an equitable contribution to the city tree trust fund to compensate for those replacement trees that cannot be accommodated on-site.
- (4) *Minimum species diversity standards.* When more than ten trees are required to be planted in accordance with the provisions of this article, 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 following minimum diversity standards:

TABLE 82-3

NUMBER OF TREE SPECIES REQUIRED

| Required Number of Trees | Minimum Number Species |
|--------------------------|------------------------|
| 11—20 | 2 |
| 21—50 | 4 |
| 51 or more | 6 |

Applicants shall not be required to plant in excess of six species. The number of trees of each species planted shall be proportional to the number of species required. A minimum of 50 percent of all replacement tree canopy planted shall be native to the county, and no more than 30 percent of the replacement tree canopy shall be palms. Whenever a native tree is removed, its replacement canopy shall be of a native tree species. As an alternative to the minimum species diversity required herein, an applicant may propose an alternative species diversity in an alternative tree mitigation plan described in these regulations, subject to the approval of the tree preservation agency.

- a. If applicants are requesting a permit and mitigation plan for work done without proper authorization the tree preservation agency may require up to twice the amount of tree canopy replacement or replacement trees, as well as increased minimum height of

replacement trees.

- (5) *Requirements for a tree removal and mitigation plan.* A tree removal and mitigation plan shall be submitted to the tree preservation agency by the applicant whenever replacement canopy is required. A tree removal and mitigation landscape replacement plan shall meet the following minimum standards:
- a. *Number, species, and size of trees.* The number of trees by species, number of species of trees, and size of trees (i.e. overall tree height and canopy) proposed for planting shall be consistent with provisions of these regulations.
 - b. *Site plan.* The applicant shall submit a site plan that includes the proposed location of all replacement plantings, all property lines, and all proposed and existing structures, drain fields, driveways and utility easements.
 - c. *Canopy.* The canopy spread of any tree that is proposed for preservation shall be shown on the plan. Where a portion of the canopy of a tree or trees will be removed without removal of the trees, a notation shall be made on the plan. Where applicable, the tree preservation agency may require an elevation that depicts the positioning and proximity of tree limbs in relation to the proposed development.
 - d. *Tabulation.* A table showing the total area of lost canopy, total canopy required to be replaced as may be determined by the tree preservation agency, and the total canopy area of proposed replacement trees.
- (6) *Illegal tree relocation, removal or modification.* The relocation, removal or modification of a tree without a tree permit shall be a violation of this section and is subject to a fine pursuant to sections 82-38 and 82-39 or tree mitigation or both a fine and tree mitigation in accordance with this section up to twice the tree coverage.
- (f) *Time limitation.* A tree permit issued under this article shall be subject to the same time limitation rules as are applicable to its accompanying building permit.
- (g) *Permit cards.* Upon the issuance of a tree permit under this article, a copy of the permit shall be prominently displayed on the site, prior to the modification, removal, relocation or replacement of any trees. Tree permits issued in conjunction with building permits shall be included with the building permit card and shall be displayed alongside it on the site.
- (h) *Final inspection.* No final certificate of occupancy shall be issued nor electrical power cut-in authorization given until the relocation or replacement of trees, as required by the tree permit has been completed, and the final tree inspection approval has been given by the tree preservation agency. Trees relocated from one portion of the site to another, which do not survive transplantation within 12 months of the tree preservation agency's inspection of the transplantation, shall be replaced with a suitable replacement tree as specified by the tree preservation agency.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-31. - Application procedure for tree permit unrelated to building permit applications.

- (a) *Applicability.* Tree permits, not sought in conjunction with building permits, shall be obtained by making application therefor on a form prescribed by the city tree preservation agency, prior to the modification, removal, relocation or replacement of trees from public or private right-of-way or property.
- (b) *Information to be supplied by applicants.* Applicants seeking tree permits under this section shall submit as an attachment to their application a tree survey of the site prepared pursuant to section 82-30(a)(l)i. Such survey shall show the location of all existing trees upon the site and adjacent right-of-way, which meet the dimensional requirements of section 82-28. Tree information shall be summarized in a legend form and shall contain tree number, species, common name, identification number, DBH, height, canopy diameter, condition rating, tree root protection zone radius referenced to structures of all trees shown on the survey. Groups of trees less than three feet apart may be designated as clumps, with the exception that any tree with a trunk DBH of 18 inches or more must be specifically designated. For sites on which tree removal, modification, relocation, replacement or clearing activity is to occur on less than the entirety of the site, the tree preservation agency may provide that the tree survey exclude those portions of the site determined not to be affected. This information should follow the ANSI A300 Standards for Tree, Shrub, and Other Woody Plant Management - Standard Practices (Management of Trees and Shrubs During Site Planning, Site Development, and Construction). This information and process should also follow the International Society of Arboriculture (ISA) Best Management Practices - Managing Trees During Construction. A tree resource evaluation by a certified arborist may be required by the tree preservation agency. Replacement trees must be Florida No. 1 grade or Florida Fancy following the current Florida Grades and Standards for Nursery Plants. Upon installation replacement trees should be structurally pruned in accordance with the ISA Best Management Practices. Landscape maintenance contractors should follow the current ANSI Z133 American National Standard for Arboricultural Operations - Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush - Safety Requirements.
- (c) *Application review.* Upon receipt of a proper application, the tree preservation agency shall review the application, which review may include a check of the site and referral of the application for recommendation to other appropriate administrative departments or agencies. The tree preservation agency shall make every reasonable effort to render a decision on the application within ten working days of its receipt (assuming the application is complete upon its submission). For applications related to a historic landmark or a property located in a historic district, approval from the historical resources and cultural arts department is also required.
- (d) *Circumstances justifying issuance.* Tree permits under this section may be issued pursuant to section 82-35.
- (e) *Relocation, replacement or modification.* As a condition to the granting of a tree permit under this section the applicant may be required to:
- (1) Relocate those trees which would otherwise be destroyed to another location upon the site; or

- (2) Replace those trees which will be destroyed with suitable replacement trees elsewhere within the site. In determining the required relocation, replacement or root pruning of trees, the tree preservation agency shall consider the needs of the intended use of the property, including all lands dedicated to public use, together with an evaluation of the following:
 - a. Existing tree coverage on the site and in the immediate surrounding area.
 - b. Number of trees to be removed on the entire site.
 - c. The type, size and condition of the tree to be removed.
 - d. The feasibility of relocating the particular tree or trees.
 - e. Topography and drainage of the site.
 - f. The extent to which the trees contribute to the aesthetic, economic and environmental integrity of the surrounding area.
 - g. The nature of the existing and intended use of the property.
- (f) *Permit issuance; permit card.* Upon approval of an application made under this article and the payment of the required fee, as required under section 82-29(b), the tree preservation agency shall issue a permit therefor. With each such permit, the tree preservation agency shall issue a permit bearing all pertinent information thereon. Such permit shall be maintained in a conspicuous place on the front of the premises affected thereby during the entire time that the work authorized by the tree permit is in progress.
- (g) *Time limitation.* Permits issued under this section shall be subject to the following time limitations:
 - (1) Permits shall expire and become null and void if work authorized by such permit is not commenced within 180 days from the date of the permit, or if such work when commenced is suspended or abandoned at any time for a period of 180 days, which may be extended at the discretion of the tree preservation agency. A permit related to a nuisance abatement case may require lesser time as specified by the city.
 - (2) If work has commenced and the permit becomes null and void or expires because of lack of progress or abandonment, a new permit covering the proposed tree removal activity shall be obtained before proceeding with the work.
 - (3) This provision shall not be applicable in case of civil commotion, or when such work is halted due to legal action.
 - (4) The fee for renewal of a permit after work has commenced and the fee for reissuance of a permit before work has commenced and after the original permit has become void shall be as established by the city commission.
 - (5) Permits issued after work has commenced shall be two times the normal fee plus fine as established by the city commission.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

- (a) During site development and construction all reasonable steps necessary to prevent tree abuse or the destruction or damaging of trees shall be taken. Trees destroyed or receiving major damage must be replaced by trees of equal environmental value as specified by the tree preservation agency before occupancy or use unless approval for their removal has been granted under a tree permit.

Tree root protection zones are required for all trees that remain in place on site and for any trees relocated within the site. As a condition of approval of the site plan for this project and of the tree removal and relocation activities for a subject property, the following tree protection, root pruning, and tree relocation specifications shall be followed. Site plans shall be modified to provide for the protection of as much of the existing intact tree root systems and canopies as is possible. All permit/construction drawings of the site shall show the tree root protection zones, as prescribed by the tree preservation agency, as shaded areas and shall be further labeled as such on the drawings. This information shall be shown on all drawings that show any underground utility installations, including, but not limited to, irrigation, plumbing, electrical, or telecommunication lines, and aboveground walkways. Approval of the tree protection agency as related to these issues is a requirement for permitting. A copy of these specifications shall be provided by the city and shall be made part of the permit set plans and specifications associated with any permits issued for a project, and a copy shall be provided to all contractors or subcontractors working on the site. No permits shall be issued in conflict with these requirements without the written consent of the tree protection agency. Tree protection requirements for trees designated for preservation shall include, but not be limited to, the following:

- (1) Protective barriers shall be placed around each tree, cluster of trees, or the edge of the preservation area no less than six feet in radius from the trunk of any protected tree cluster or preservation area unless a lesser distance or alternative layout is specified by the tree protection agency. The goal of the protective barriers is to protect as much of the root zone within the drip line of the tree as possible and to protect the trunk of the tree from damage. Protective barriers shall be placed around each palm tree at no less than three feet in radius from the trunk of the palm. However, the tree root protection zone is based on the height of the palm, and a taller palm may require a larger protection zone, as determined by the tree preservation agency. If root pruned, appropriate bracing of the palm is required. In situations where trees have been transplanted to the planting site, the protective fencing shall be placed no closer to the tree than a point one to two feet outside the root ball. Protected areas shall be extended where necessary to encompass the protection of tree canopies as well. If trees are to be preserved in place and root pruning will be performed to accommodate new construction, then the root pruning locations shall be identified and approved by the tree protection agency and fencing shall be installed one to two feet outside of the root cut locations. The installation of the fencing shall be coordinated with any phased root pruning that must occur. Tree maintenance measures such as irrigation must be in place prior to any root pruning or transplanting. The tree preservation agency shall be called for an inspection of the installed fence prior to commencement of any

activity on the site. Protective barriers shall be a minimum of four feet aboveground level [and] shall be constructed of two-inch by four-inch wood posts and cross members with orange or yellow plastic construction fencing attached, which shall remain in place until development is completed and the tree preservation agency has authorized their removal. On private property, two-inch by four-inch wood cross members may be omitted for larger protection areas at the discretion of the tree protection agency. All protective barriers shall remain in place throughout all phases of construction starting prior to the start of any construction or site development including tree removal or land clearing activities and continuing up to final site landscaping activities. Prior to removal of the fencing, a site inspection by the tree preservation agency will be required. A review of the plans will be made at this point in order to insure that all activities forthcoming will not violate the tree root protection zone as previously established. Only hand digging and grading activities will be permitted within the tree root protection zone. All surrounding areas must be graded to a point that meets the outside of the tree root protection zone. The tree root protection zone should be a minimum one foot away from the trunk for every one inch of trunk radius and at the discretion of the tree preservation agency. For example, a 24-inch DBH tree should have a minimum 12-foot radius tree root protection zone. No more than 25 percent of roots in this zone should be cut at one time. Additional cutting of more than 25 percent of the roots in this zone requires approval by the tree preservation agency and done under the directive of a certified arborist.

Signs of rigid durable construction (minimum size of 8.5 inches by 11 inches) shall be placed so as to be clearly visible at 15-foot intervals or closer (in no case fewer than four signs) encircling the perimeter of each tree root protection zone fence, to read as follows:

Tree Root Protection Zone

No Work, No Vehicles and No Dumping.

Contact person responsible for the site for information at_____.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-33. - Tree variances.

The preservation of trees may be considered as a peculiar hardship for the granting of a variance from the literal application of the provisions of the zoning or subdivision regulations. An administrative variance not to exceed 20 percent of the minimum code requirement may be granted by the development review official for the purposes of preserving a specimen tree on site, provided that the applicant has demonstrated that the variance request is the minimum required to allow reasonable use of the property; that all other design alternatives have been explored pursuant to this article; and that the variance request will not negatively impact the peaceable enjoyment of adjacent property owners. Examples of an administrative variance may include setback, building height and ground area coverage, so long as the applicable maximum square foot floor area of the structure is not exceeded. As any variance granted will be serving the public purpose of tree preservation, there will be no fee associated with the granting of an administrative variance for such purpose.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-34. - Decision by the tree preservation agency.

Notwithstanding the provisions contained herein, a tree permit may be denied by the tree preservation agency if the subject specimen tree is relatively healthy, is not damaged to the extent that will inhibit its potential growth, and any of the following is determined:

- (1) The subject specimen tree plays an important role in the specimen tree canopy, public welfare or ecology of the city's urban forest.
- (2) The subject specimen tree is a part of an important heritage to the community.
- (3) The subject specimen tree is a part of an established streetscape and that its removal will diminish the established tree-lined character if not replaced with an appropriate species of similar quality.
- (4) A modification to the specimen tree consistent with International Society of Arboriculture (ISA) Best Management Practices is feasible and will not cause future damage to the public and structures in the area.
- (5) For historic landmarks or properties located in a historic district, the removal of the specimen tree will negatively affect the historic character established for the property or district.

In addition, the tree preservation agency will also consider and weigh the criteria outlined in section 82-35 against the subsections above in deciding whether to approve or deny a permit for tree removal or relocation. Mitigation may also be ordered in appropriate circumstances.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-35. - Appeals from decisions by the tree preservation agency.

- (a) Appeals of a decision of the tree preservation agency hereunder in the enforcement of any terms or provisions of this article may be taken by filing within ten days after the date of the decision, on a form prescribed by the city, a written notice of appeal thereof which shall set forth concisely the decision appealed from and the reasons or grounds for the appeal.

Appeals of a decision of the tree preservation agency related to a tree on public property may be appealed to the city manager or the city manager's designee, whose decision may be appealed within ten days to the city commission. Only an applicant denied a permit is an affected party that may file such an appeal. The city manager may review any decision of the tree preservation agency related to a tree on public property *sua sponte* and the city manager may place any related tree preservation decision on the city commission agenda. An appeal related to a tree on public property is not a quasi-judicial proceeding and does not prevent the city from removing a tree on public property without adjacent owner consent when warranted. The city retains sovereign immunity in all decisions related to trees on public property.

Appeals of a decision of the tree preservation agency related to a tree on private property may be appealed to the board of adjustment pursuant to section 3-604 of the zoning code, and in the case of a tree located on a historic landmark or a property in a historic district, to the historic preservation board pursuant to section 3-113 of the zoning code. Appeals shall be heard at the next regularly scheduled meeting of the board of adjustment or historic preservation board. Only the city manager or the property owner where the tree is located is an affected party that may file such an appeal. A tree whose trunk is located at the property line and shared between two or more properties as indicated by a survey pursuant to section 82-30(a)(1)i. may be appealed by any affected property owner. The board of adjustment and historic preservation board shall consider all of the following criteria:

- (1) The natural growth of the subject specimen tree is causing clear and present damage to the structures in the area to the point that any modification to the tree may cause irreparable harm to the tree or pose greater risk to the immediate structures.
- (2) The subject specimen tree poses an inordinate burden to allow reasonable development of the property in accordance to these regulations.
- (3) The subject specimen tree was planted at a location that will preclude its natural healthy growth due to site constraints.
- (4) The subject specimen tree poses a potential threat to the health, safety and welfare of the public.
- (5) The subject specimen tree has been documented by qualified professionals such as a certified arborist as diseased and its existence will cause potential property damage during an extreme weather event.
- (6) The subject specimen tree is overcrowding other trees in the area and its removal serves as a greater overall horticultural benefit.
- (7) The subject specimen tree does not contribute to the aesthetic, economic and environmental integrity of the surrounding area.
- (8) For historic landmarks or properties located in a historic district, the removal of the specimen tree will negatively affect the historic character established for the property or district.

The board of adjustment or historic preservation board may affirm, reverse or modify the decision appealed from, provided that the board of adjustment shall not take any action which conflicts with or nullifies any of the provisions of this article. The word "decision" as used herein shall not include the filing of any action by the tree preservation agency in any court. The board of adjustment or historic preservation board's approval of an appeal that overrides the decision of the tree preservation agency may be subject to the board's approval of a tree replacement and mitigation plan that consists of tree replacement on or off site, or money contribution into the tree trust fund in compliance with this section, or both a tree replacement on or off site and money contribution into the tree trust fund in compliance with this section.

Appeals of the board of adjustment or historic preservation board's decision are subject to section 3-606 of the zoning code. This code shall be interpreted so as not to cause a taking or an inordinate burden on a landowner. The city attorney may give opinions regarding takings and inordinate burdens and act accordingly.

- (b) Administrative challenges to enforceability of [chapter] 82. Should any property owner believe that any regulation in [chapter] 82 has been preempted, a property owner may appear before the board of adjustment and explicitly state what provisions of this Code the property owner believes have been preempted. The property owner's argument shall be heard in the first instance by the board of adjustment, with review by the city commission for final decision making. Any appeal of the city commission's decision as to the preemption of [chapter] 82 shall be heard on appeal to the circuit court. Any challenges to the validity of [chapter] 82 regulations, facially or as applied, shall follow the procedure outlined above.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-36. - Enforcement.

The city may request a hearing regarding the enforcement of these regulations before any of the following adjudicative bodies:

- (1) A court of competent jurisdiction;
- (2) The City of Coral Gables Code Enforcement Board, pursuant to ch. 2, art. 3, division 2 of the Code of Ordinances of the City of Coral Gables; and
- (3) The code enforcement hearing officer, pursuant to ch. 2, art. 3, division 2A of the Code of Ordinances of the City of Coral Gables.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-37. - Penalty.

Upon conviction in court of competent jurisdiction, a violator of any provision of this chapter shall be subject to a fine not to exceed \$5,000.00 or by imprisonment in the county jail for a period not to exceed 60 days, or by both such fine and imprisonment, in the discretion of the court of competent jurisdiction and each tree cut down, destroyed, removed or moved shall constitute a separate offense. For instances where there is a willful act to cause permanent injury or move a specimen tree located in city property or right-of-way without prior city approval, the fine would be up to \$15,000.00, the city may sue for the monetary value of said tree that has been lost and is entitled to attorney's fees. Upon conviction in court, a violator may be subject to imprisonment in the county jail for a period not to exceed 60 days.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-38. - Civil remedies.

In addition to any other remedies provided by this article, the city shall have the following judicial remedies available for violations of this chapter or any permit condition promulgated under this chapter the city may institute a civil action in a court of competent jurisdiction to:

- (1) Establish liability and to recover damages for any injury caused by the removal of trees, shrubs, orchids, or vines in contravention of the terms of this chapter.
- (2) Impose and recover a civil penalty for each violation in an amount of not more than \$5,000.00 per offense, and in the case of willful action to cause permanent injury or move a specimen tree located in city property or right-of-way without prior city approval, the fine would be up to \$15,000.00 per offense. However, the court may receive evidence in mitigation. Each tree, shrub, orchid, or vine unlawfully removed under the provisions of this chapter shall constitute a separate offense hereunder.
- (3) Seek injunctive relief to enforce compliance with this chapter to enjoin any violation thereof; and to seek injunctive relief to prevent irreparable injury to the trees, shrubs, orchids, or vines or properties encompassed by the terms of this chapter. Any such action shall be expedited by the court.
- (4) The city shall be entitled to an award of its attorney's fees and costs for enforcement of this chapter, including for any civil suit in which it is the prevailing party.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-39. - Tree trust fund.

- (a) *Creation of the tree trust fund.* There is hereby created a city tree trust fund, the purpose of which is to acquire, protect and maintain natural forest communities in the city and to plant trees on public property.
- (b) *Tree mitigation contribution in lieu of or in addition to tree mitigation.* For tree mitigation not otherwise provided in this article, the city shall charge and collect trust fund contributions at \$1,500.00 for every 500 square feet or portion thereof of replacement tree coverage, which amount may be amended by separate resolution by the city commission. The total amount of tree mitigation contribution may be adjusted by the tree preservation agency based on factors such as the condition and age of the tree(s) considered for removal or the tree mitigation plan proposed, subject to approval by the tree preservation agency, board of adjustment, city manager or designee.
- (c) *Disbursement and maintenance of the tree fund.* Monies obtained for the tree trust fund shall be disbursed for the acquisition, maintenance, management and protection of natural forest communities, or for planting trees on public property, or for creating the infrastructure to plant trees on public property. The appropriation and disbursement from the tree trust fund shall require city

manager, or designee, approval and is fully subject to all procurement and budget policies, provided, however, that any funds received pursuant to the conditions of any tree permit shall be used as required by the permit conditions.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

Sec. 82-40. - Immunization.

All city staff and agents are immunized from civil or criminal liability for enforcement of any terms or provisions of this article, or any actions taken pursuant to the authority provided herein.

(Ord. No. 2017-45, § 2(Att. A), 12-5-2017)

☑ Sec. 42-1. - Intent and purpose.

☑ Sec. 42-2. - Definitions.

☑ Sec. 42-3. - Applicability.

☑ Sec. 42-4. - Tree removal, permit applications, requirements, review, and fees.

☑ Sec. 42-5. - Replacement requirements for tree removal.

☑ Sec. 42-6. - Procedure for determining tree replacement requirement.

☑ Sec. 42-7. - Tree protection.

☑ Sec. 42-8. - Tree relocation standards.

☑ Sec. 42-9. - Prohibited plant species.

☑ Sec. 42-10. - Appeals, appellate fees.

☑ Sec. 42-11. - Enforcement.

☑ Sec. 42-12. - Penalties, remedies cumulative.

Sec. 42-1. - Intent and purpose.

The intent of this chapter is to protect, preserve and improve the Tree canopy within the Town of Miami Lakes ("The Town") by regulating the removal, relocation and trimming of trees. The purpose of this chapter is to assure that the design and construction of all development activity is executed in a manner consistent with the preservation of existing trees to the greatest extent possible.

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-2. - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

Applicant means a person who is the Owner or authorized agent of a property authorized to apply for a building permit.

Certificate of approval means a written document permitting tree removal or development activity within an area identified.

Certified Arborist means a person who is certified by the International Society of Arboriculture (ISA) and is an individual engaged in the profession of arboriculture who, through experience, education, and related training, possesses the competence to provide for or supervise the management of Trees and other woody plants.

Controlled plant species means plant species as defined pursuant to Section 18A-3 of the Miami-Dade County Code and listed in the Miami-Dade County Landscape Manual as amended from time to time which tend to become nuisances because of their ability to invade proximal native plant communities or native habitats, but which, if located and cultivated properly may be useful or functional as elements of landscape design. Controlled plant species shall not be planted within 500 feet of native plant communities including but not limited to County-designated Natural Forest Communities, Town-designated environmental preservation areas and Town-designated environmentally significant features.

Crown means the upper part of a tree, measured from the lowest branch including all branches and foliage.

Dead tree means a tree which has no vital functions.

Department means the Department(s) of the Town in charge of enforcing activities related to the enforcement of this chapter as designated by the Town Manager or his/her designee.

Development activity means the carrying out of any building construction including without limitation building addition modifications or demolition or making any material alteration to the use or exterior appearance of any structure or site. Including the removal of trees.

Diameter (DBH) means the diameter at breast height of a tree's trunk measured at a height four and one-half feet above grade. In the case of multiple-trunk Trees, the DBH shall mean the sum of each trunk's Diameter measured at a height four and one-half feet above grade.

Drip line means an imaginary vertical line running from the outermost horizontal circumference of the tree branches and extending to the ground.

Effectively destroy means the girdling, or damaging of a tree's trunk, branch or root system or cutting, pruning or trimming not performed in accordance with the most recent American National Standards (ANSI) A-300 Standard Practices for Tree Care Operations.

Environmental preservation area(s) means geographical areas, parcels, or corridors which have been or may be identified, and established by the Town Council as significant, natural, or man-made attributes in need of preservation and control because of their educational, economic, ecological, and environmental importance to the welfare of the general public and the Town as a whole. These areas are identified in Exhibit "A."

Environmentally significant feature means natural or manmade artifacts, sites or features which possess attributes in need of preservation and control because of their economic educational or environmental importance to the welfare of the general public and the Town as a whole. Environmental significant features include all trees within the Town and specifically designated natural topographical or geological formations, mangrove areas, natural hammocks, natural forest communities, unique scenic vistas or transportation corridors, and rare and valuable plant material.

Exotic tree species means a plant species that has been introduced from other regions and is not native to the region to which it is introduced.

Fatally diseased tree means a tree which has a condition that impairs its normal functioning as manifested by distinguishing signs and symptoms that will cause the death of the tree, and for which there is no known effective cure or treatment.

Grade means the ground level of a subject property measuring the degree of rise or descent of a sloping surface.

Hat racking (topping) means the reduction of tree size using inter-nodal cuts without regard to tree health or structural integrity.

Hazardous tree means a tree with the potential to fail or fall in an environment that may contribute to that failure as determined by the Town's arborist, and such that a person or object could be injured or damaged by that failure.

Mass replanting/reforestation means any removal, planting, and/or replacement project exceeding 25 or more trees.

Miami-Dade County Landscape Manual means refers to the landscape manual issued by Miami Dade County inclusive of all amendments.

Native tree species means plant species with geographic distribution indigenous to all or part of Miami-Dade County, Florida. Plants which are described as being native to Miami-Dade County in botanical manuals such as the Miami-Dade County Landscape Manual are considered native plant species within the meaning of this definition.

Natural forest community (NFC) means all stands of trees, (including their associated understory) which were designated as Natural Forest Communities on the Miami-Dade County Natural Forest Community Maps and approved by the Board of County Commissioners pursuant to resolution. This shall include all trees and other vegetation within county designated natural forest community boundaries as modified from time to time by Miami-Dade County. Unless specifically exempt from a permit issued by Miami-Dade County, no work including removal of trees or other vegetation shall occur within natural forest communities without a permit issued by Miami-Dade County. Within the municipal boundaries of Miami Lakes, two county-designated natural forest communities existed at the time the ordinance from which this chapter is derived became effective. The two NFC's are located at folio No. 32-20150010500 and folio 32-20130010620. Under the former folio No. 32-20150010500 there is also an "Environmental Endangered Land Site" called Madden's Hammock in order to satisfy portions of the parks concurrency requirements. These areas are identified in Exhibit A.

Owner means any person entity, corporation, partnership, trust holding company, limited liability Company, or any other legally recognized entity that is the legal beneficial or equitable Owner of any interest whatsoever in the property. Owner shall include any purchaser, assignee, successor, or transferee of any interest whatsoever in the property regarding any provisions of this chapter.

Prohibited plant species means plant species identified as nuisances and listed pursuant to Section 24-49.9, Miami-Dade County Code as amended from time to time. These plant species shall be removed from sites upon development and upon redevelopment. Developed sites shall be maintained to prevent the growth or accumulation of prohibited species and their sale, propagation, planting, importation or transportation shall be prohibited within the Town.

Protective barriers means barriers that are placed around existing trees to provide protection during construction on a subject property as described in the Miami-Dade County Landscape Manual.

Pruning/trimming means the selective cutting of tree or plant parts done to encourage new growth or better flowering; to remove old stems or deadwood or to shape trees according to the Standards set forth in the ANSI A300 Tree Care Standards Manual ("ANSI A300 Standards"), incorporated herein by reference.

Replacement or replacement trees means those trees that are planted for the purposes of restoring the tree canopy and replacing existing tree(s) whose removal was authorized under this chapter.

Roots/root systems means the tree part containing the organs used for extracting water gases and nutrients from the soil and atmosphere. For the purpose of this chapter, root ball shall mean a group of roots extending from the base of a tree trunk that must be intact when relocating a tree in order to promote survival of the tree.

Site plan means a comprehensive plan drawn to scale indicating site elevations roadways and location of all relevant site improvements including structures, parking other paved areas ingress and egress drives landscaped open space and signage.

Sound nursery practices means the procedures of landscape nursery work that comply with the standards set by the Florida Department of Agriculture and Consumer Services.

Spiking means the insertion, whether vertically or horizontally, of foreign objects into the base of the tree or its root system. Spiking is often used to kill a tree.

Spread means the average diameter of the crown.

Stems means the main upward axis of a tree consisting of nodes and bearing leaves above the ground which serves to support the tree and transport and store food materials.

Specimen tree means a tree with any individual trunk or a multiple trunk tree, the sum of the diameter of the trunks having a diameter at breast height (DBH) of 18 inches or greater. This excludes the following:

- (1) Non-native fruit trees cultivated or grown for the specific purpose of producing edible fruit including but not limited to: mangos avocados or species of citrus; and
- (2) Non-native species of the genus Ficus; and
- (3) All multi-trunked trees in the palm family except *Acoelorrhaphe wrightii* and *Phoenix reclinata*.

Town Tree Trust means a Town of Miami Lakes Tree Trust account, will be created for the purpose of which is to acquire, protect and maintain all Town owned trees, natural forest communities in the Town of Miami Lakes, and to plant trees on public property.

Tree means a woody or fibrous plant with an erect perennial trunk at least three inches in diameter at breast height or a woody or fibrous plant with a minimum overall height of at 12 feet. Tree shall not include any mangrove as defined in Section 24-5 of the Code of Miami-Dade County, Florida.

Tree abuse means tree abuse shall include:

- (1) Damage inflicted to any part of a tree, including the root system, by machinery, construction equipment, cambium layer penetration, storage of materials, soil compaction, excavation, chemical application/spillage, or change to the natural grade;
- (2) Hat racking;
- (3) Girdling, spiking, or bark removal of the trunk;
- (4) Excessive root cutting.

Tree removal means the act of cutting down, destroying, moving or effectively destroying through damaging any tree situated on any real property or public property within the Town.

Viable means a tree which in the judgment of the department is capable of sustaining its own life processes unaided by man for a reasonable period of time.

Sec. 42-3. - Applicability.

The provisions of this chapter shall apply to all public or private property within the Town, unless expressly exempted by law.

- (1) It shall be unlawful for any person, unless otherwise permitted by the terms of this chapter, to do tree removal work or to effectively destroy any tree without first obtaining a permit from the Department; provided the tree is not located within a Miami-Dade County designated Natural Forest Community which is permitted only by Miami-Dade County.
- (2) No Town official shall issue a tree removal permit that does not comply with the provisions of this chapter. Any such permit shall be null and void.
- (3) It shall be unlawful for any person to violate or not comply with any of the conditions of a Town of Miami Lakes Tree Removal permit.
- (4) Any tree removal on a public right-of-way or on property owned by the Town shall require a permit from the Department, unless it is determined by the Town Manager or his/her designee that such permit will be an undue burden for the Town and is not in the best interest of the public health safety and welfare of the Town.
- (5) The following activities are exempt from tree removal permits and fees:
 - a. Tree removal within the yard area of an existing single-family residence provided the trees are not within a natural forest community, and are not specimen trees. This exemption does not apply to trees which are growing on public rights of way adjoining existing single-family residences;
 - b. Tree removal for the construction of a new single-family residence, provided that:
 1. The lot is one acre or less in size (43,560 square feet), If an AU zoned lot, or one-half acre or less in size (21,780 square feet), for any other zoned lot; and
 2. The lot is being developed as the principal residence of the Owner; and
 3. The lot is not within an area designated as a natural forest community; and
 4. The trees are not specimen trees.
 - c. Trees that are part of a mass replanting/reforestation program as approved by the Town Council.
 - d. Tree removal to allow for the proper use of property that is in the best interest of public safety and welfare of the Town.
 - e. Tree removal of any dead tree once the tree has been determined to be dead or non-salvageable by the Department provided the tree is not located within a Miami-Dade County designated Natural Forest Community which is permitted by Miami-Dade County.
 - f. Tree removal within state-approved plant nurseries and botanical gardens, provided said trees were planted and are growing for the display, breeding, propagation, sale, or intended sale to the general public in the ordinary course of business.

- g. When the Town Manager determines, in writing, that tree removal permitting requirements will impede private or public work to restore Town order after a declared state of emergency by the Town Council and provided tree canopy mitigation will be performed to meet the minimum canopy replacement requirements of this Section 24-49 of the Code of Miami-Dade County, Florida.
- h. Tree Removal of any of the tree species defined as prohibited species listed pursuant to Miami-Dade County as amended from time to time and any other tree species exempt from county tree removal permits pursuant to Section 24-49.9, of the Code of Miami-Dade County, Florida and those listed in this chapter, based on the existing county code, in Section 42-2, "Definitions" "prohibited tree species" (provided the activity is not within a natural forest community, in which case a permit shall be required).
- i. Tree removal of any tree which has been destroyed, or effectively destroyed, by an Act of God, or by acts outside of the control of any person, individually or otherwise, who has or had a legal beneficial or equitable interest in the real property upon which such tree is located, which acts could not have been prevented by the exercise of reasonable care by any such person, individually or otherwise or has or had a legal, beneficial or equitable interest in the real property upon which such tree is located. Where a tree has been destroyed or effectively destroyed by acts outside of the control of a person who has or had a legal, beneficial or equitable interest in the real property upon which such tree is located, which acts could not have been prevented by the exercise of reasonable care by such person, this provision shall be construed to impose joint and several liability upon the person(s) destroying, or effectively destroying, such tree and to exempt from liability for such destruction or effective destruction the person who has or had a legal, beneficial, or equitable interest in the real property upon which such tree is located.
- j. Any mortgagee with respect to property upon which any violation of this chapter has occurred shall not be liable for such violation unless, prior to said violation, said mortgagee has foreclosed upon property or participated in the management or control of said property, or unless said mortgagee has effected or caused the tree ordinance violations occurring on said property.
- k. Nothing in this chapter shall be construed to prevent the pruning or trimming of trees where necessary for proper landscape maintenance and safety provided that the pruning or trimming of trees is done in accordance with ANSI A300 Tree Care Standards and the guidelines illustrated in the landscape manual.
- l. A permit shall be required, but all applications and permit fees shall be waived for the removal of any of the following tree species with scientific nomenclature as set forth in Wunderlin, Richard P. and Hansen, Bruce F., Guide to the vascular plants of Florida, 2nd Ed. University of Florida Press, Gainesville, FL. (2003), a copy of which shall be maintained by the Director or Director's designee and available for review by the public. If the activity is within a natural forest

community or land protected by a covenant running with the land in favor of Miami-Dade County including, but not limited to, Environmentally Endangered Lands (EEL), Environmental Sensitive Lands, or Tree Preservation Areas.

1. All trees listed below as prohibited species in Miami Dade County Code Section 24-49.9, as amended by the County from time to time.

Abrus precatorius (Rosary pea)

Antigonon leptopus (Coral vine, queen's jewels)

Ardisia crenata (Scratchthroat, coral ardisia)

Ardisia elliptica (Shebutton, shoebuttan ardisia)

Cestrum diurnum (Dayflowering jessamine, day blooming jasmine, day jessamine)

Cinnamomum camphora (Camphortree, camphor tree)

Colubrina asiatica (Asian nakedwood, leatherleaf, latherleaf)

Dioscorea alata (White yam, winged yam)

Discorea bulbifera (Air potato, bitter yam, potato vine)

Eichhornia crassipes (Common water-hyacinth)

Ficus altissima (Council tree, lofty fig, banyan tree, false banyan)

Ficus benghalensis (Banyan tree, banyan fig, Indian banyan, East Indian fig tree, Bengal fig)

Hydrilla verticillata (Water thyme, hydrilla)

Hygrophila polysperma (Indian swampweed, green hygro)

Hymenachne amplexicaulis (Trompetilla, West Indian marsh grass)

Imperata cylindrical (Cogongrass)

Ipomoea aquatic (Water-spinach)

Jasminum dichotomum (Gold Coast jasmine)

Jasminum fluminense (Brazilian jasmine, jazmin de trapo)

Ludwigia peruviana (Peruvian primrosewillow)

Lygodium spp. Except L. palmatum (Climbing fern, e.g. Old world climbing fern, Japanese climbing fern)

Macfadyena unguis-cati (Catclaw vine)

Melia azedarach (Chinaberrytree, Chinaberry)

Merremia tuberosa (yellow morning-glory, woodrose, Hawaiian woodrose)

Mikania micrantha (Mile a minute, bittervine)

Neyraudia reynaudiana (Burmareed, silkreed)

Paederia spp. (Sewervine, skunkvine, onion vine)

Panicum repens (Torpedograss)

Pennisetum purpureum (Elephantgrass, Napiergrass)

Pistia stratiotes (Water lettuce)

Pueraria Montana var. lobatas (Kudzu)

Rhodomyrtus tomentosa (Rose myrtle, Downy rose-myrtle)

Rhynchelytrum repens (Rose natalgrass, Natal grass)

Sapium sebiferum (Popcorn tree, Chinese tallow tree)

Scaevola taccada (Beach naupaka, scaevola, half-flower)

Senna pendula var. glabrata (Valamuerto, Climbing cassia, Christmas cassia, Christmas senna)

Solanum tampicense (Aquatic soda apple, wetland nightshade)

Solanum viarum (Tropical soda apple)

Talipariti tiliaceum (Mahoe, sea hibiscus, yellow mahoe)

Tectaria incise (Incised halberd fern)

Tribulus cistoides (Puncture vine, burnut, Jamaican feverplant, billy-goat weed, large yellow caltrop)

Urochloa mutica (Paragrass)

2. Any of the following species as proposed by Miami Dade County as of August 2012:

Araucaria heterophylla (Norfolk Island pine)

Bauhinia purpurea (Orchid tree)

Bauhinia variegata (Orchid tree)

Calophyllum antillanum (Mast wood)

Eugenia uniflora (Surinam cherry)

Hibiscus tiliaceus (Mahoe)

Metopium toxiferum (Poisonwood)

Murraya paniculata (Orange jasmine)

Pittosporum petandrum (Taiwanese cheesewood)

Pongamia pinnata (Tallow tree)

Pouteria campechiana (Eggfruit)

Psidium cattleianum (Catley guava)

Syzygium cumini (Java plum)

Syzygium jambos (Rose apple)

Terminalia catappa (Tropical almond)

Washingtonia spp. (Washington palm)

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-4. - Tree removal, permit applications, requirements, review, and fees.

- (a) *Permit, when required.* A tree removal permit shall be required for the removal or relocation of any tree within the Town unless exempted by Section 42-3(e). A tree removal permit shall also be required for pruning not in accordance with ANSI A300 Tree Care Standards incorporated herein by reference that has led to its removal or for any root pruning. No person, agent, or representative thereof directly or indirectly shall cut down, remove, relocate, or effectively remove through tree abuse any tree situated on any property described in Section 42-3 without first obtaining a tree removal permit as hereinafter provided. A tree removal permit shall be required for the pruning of any tree roots, except for the pruning of roots when essential for any repairs or improvements performed by or for the designated department. No building permit for any work that has the potential to affect trees, 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 designated Town Department has determined that a tree removal permit is not required or that a valid tree removal permit has been issued in accordance with this chapter.

Upon receipt of a completed permit application, the Department shall determine whether the site contains any portion of a natural forest community, specimen trees or any other trees subject to the provisions of this chapter as follows:

- (1) If a site contains any specimen trees, then the provisions of Section 42-4(a)(3) shall apply.
- (2)

If there are trees present on a site other than specimen trees, then the replacement provisions of Section 42-5, "Replacement requirements for tree removal" shall apply.

(3) Specimen trees standards.

- a. *Specimen trees application.* Specimen trees shall be preserved whenever reasonably possible. Upon receipt of an application to remove a specimen tree, the Department shall consider the following factors in evaluating said application:
 - Size and configuration of the property.
 - Size and configuration of any proposed development.
 - Location of the tree relative to any proposed development.
 - Whether or not the tree can be preserved under the proposed plan or any alternative plan.
 - Health, condition and aesthetic qualities of the tree.
 - Whether the tree poses a threat to persons or property.
- b. *Alternate plans.* If, upon review of the factors enumerated in Section 42-4(a)(3)a., the Department determines that a specimen tree cannot reasonably be preserved under the proposed plan, then the applicant shall provide an alternate plan when feasible, which shall include preservation of the specimen tree and design alterations consistent with the scope and intent of the initially-proposed plan. Alterations consistent with the scope and intent of the initially-proposed plan may include, but shall not be limited to:
 - An adjustment of building orientation on a site.
 - An adjustment of lot lines within a site proposal for more than one lot when said adjustment will not cause an unreasonable loss of usable space. An applicant shall have the burden of proof in the determination of what constitutes an unreasonable loss of usable space.
- c. *Specimen tree relocation.* If preservation of the specimen tree and any alternate design consistent with the scope and intent of the initial plan are mutually exclusive, then the Department may issue a permit to relocate the specimen tree. If the tree removal permit requires relocation, then the applicant shall be required to relocate the tree in accordance with the standards set forth in Section 42-8, "Tree relocation standards."
- d. *Removal of specimen trees.* If relocation of the specimen tree is not feasible, due to the size, health, location, species or any other factor, then a permit may be issued for removal, and tree replacement shall be required.
- e. *Replacement requirements for specimen trees.* As a condition of the issuance of a tree removal permit for the removal of a specimen tree, tree replacement requirements shall be twice those specified in replacement requirement for tree removal Section 42-6(c)(1). In the event that replacement is not feasible on-site, then alternative off-site replacement shall be required, or, as a last alternative, there shall be a contribution to the Town Tree Trust for the full value of the

replacement trees. Notwithstanding the above, there shall also be a contribution to the Town Tree Trust equivalent to the costs of the specimen tree replacement requirements of this chapter. This contribution to the Town Tree Trust is in addition to tree replacement requirements noted herein and is to provide compensation for the irreplaceable loss of the aesthetic and environmental contributions of the specimen tree(s), according to the contribution schedule established by this chapter.

f. *Exemptions from specimen tree replacement requirements.* An applicant may be exempt from the replacement requirements of specimen trees of Section 42-4(a)(3)e., but subject to the tree replacement requirements in Section 42-6(c)(1) under the following circumstances:

- Upon submittal of a statement from a landscape architect registered in the State of Florida or Certified Arborist which indicates that a specimen tree, due to disease, condition, growth habit or any other reasonable botanical factor, does not provide the aesthetic or environmental contribution associated with a specimen tree. Said statement shall include the specific reason(s) for the claimed exemption from the provisions of Section 42-4(a)(3)e.
- When preservation of the specimen tree would cause a foreseeable risk to property.
- When a site contains more than one specimen tree, and 50 percent or more of the existing specimen trees and at least 50 percent of the existing specimen tree canopy area is preserved through a covenant running with the land in favor of the Town of Miami Lakes or Miami-Dade County.

(4) *Natural Forest Community requirements.* If an application site contains Miami-Dade County designated Natural Forest Community (NFC), the Town shall notify Miami-Dade County's NFC Permitting Program and inform the applicant in writing that no work shall occur within the Natural Forest Community boundaries without prior written approval of Miami-Dade County. All approvals, authorizations and permits issued by the Town shall be in accordance with the applicable requirements of Chapter 24 of the Code of Miami-Dade County, Florida including but not limited to Section 24-49.3(2).

(b) *Application requirements.* Applications shall be made on the form provided for that purpose and shall include a written statement indicating the reasons for the removal or relocation of each tree. The following documentation and any applicable fees shall accompany applications:

(1) Applications for tree removal in conjunction with new construction, including additions pools and decks shall include a tree survey or sketch; drawn to scale, identifying the tree species location and listing the height spread and diameter of all existing trees. The tree survey shall illustrate the location of all existing structures, the location of any overhead and/or underground utilities and the right-of-way limits edges of pavement, including all trees within the right-of-way. This survey shall be prepared by a professional land surveyor, or sketch provided by a person holding a professional license as an architect, engineer or arborist, licensed in the State of Florida. Applications for a building permit or tree removal shall also include a tree disposition plan drawn to scale 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. The tree disposition plan shall also contain the value of specimen trees that are listed to remain and/or to be relocated. The valuation of trees shall be appraised using the Council of Tree and Landscape Appraisers Guide for plant appraisal latest edition incorporated herein by reference. The tree disposition plan shall superimpose all proposed new construction, and the new locations of existing trees to be relocated on site over the tree survey plan information. For applications involving the construction of a new building(s), the tree disposition plan shall be prepared by and bear the seal of a landscape architect currently licensed in the State of Florida.

- (2) Applications for tree removal in conjunction with any other activity requiring a building permit demolition permit, or for any other tree removal shall include a site plan drawn to scale or existing property survey identifying the location of the tree, the species and listing the height spread and diameter of all existing trees. Said site plan may be limited to the immediate area of the proposed work. Applications for a building permit demolition permit or tree removal shall include a tree disposition plan drawn to scale, or such plan incorporated onto an existing property survey 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 the location of any overhead and/or underground utilities and the new locations of existing trees to be relocated on site.
- (3) All applications shall have a tree replacement plan or landscape plan drawn to scale that illustrates all proposed new construction, new locations of relocated trees, and new replacement tree locations that comply with the requirements of Section 42-6 entitled "Procedure for determining tree replacement requirement." For applications involving the construction of a new building(s) the tree replacement plan shall be prepared by and bear the seal of a landscape architect currently licensed in the State of Florida.
- (4) Anytime construction or development is to be undertaken a tree protection bond equal to the value of the specimen tree(s) to remain and/or to be relocated shall be posted. The bond shall remain in effect for one year after the final certificate of occupancy is issued. A copy of this bond is to be provided as part of the permit application.
- (5) Tree removal and tree replacement for Town homestead residents are to comply with the following alternate requirements:
 - a. Non-specimen and non-native tree or palm species may be removed after obtaining a tree removal permit. Tree replacement shall be required at a one to one ratio upon written confirmation from the Town; an inspection from the Town arborist will be required in order to confirm the tree species.
 - b. Any removal of a specimen tree native tree or native palm species shall require a tree removal permit, and shall comply with the tree replacement quantities and requirements contained within Section 42-6.
 - c.

Hazardous and fatally diseased trees may be removed after obtaining clearance from a Certified Arborist confirming that the tree is hazardous or fatally diseased. The department may require photographs of the tree(s) depicting the hazardous condition signs or symptoms of a fatal disease or a dead tree. Furthermore, the Department may require supporting documentation such as a letter of opinion from a Certified Arborist, hazard tree analysis, laboratory analysis report, or relevant scientific literature. After obtaining a tree removal permit, the designated tree(s) may be removed without the need for tree replacement except for specimen trees which require standard canopy replacement pursuant to Section 24-49.2(II)(6) of the Code of Miami-Dade County, Florida. Said replacement shall be performed in accordance with Section 42-6. Specimen trees that are destroyed or effectively destroyed by an Act of God may be removed without the need for tree replacement.

- d. Prohibited trees may be removed without the need for tree replacement.
- e. Homestead residents may obtain a tree removal permit for their property.
- (c) *Review of application.* Upon receipt of a completed application, the Town shall review said application for compliance with the regulations as set forth in this chapter. Such review shall include a field inspection of the site and referral of the application to other Departments or agencies as necessary. Within 30 calendar days of the receipt of a completed application the Department shall issue an intended decision approving, denying, or approving with conditions the permit request.
- (d) *Notice.* Within 72 hours of issuing the intended decision for a tree removal permit, the Town shall notify the Applicant and post a notice of the intended decision on or adjacent to the subject property in a location where it is visible to the general public. The posting shall provide a general description and location of the tree(s) on site to be removed or other action requiring the tree removal permit.
- (e) *Issuance of permit.* If no appeal in accordance with Section 42-8 is timely filed within five calendar days of the issuance of the intended decision, the tree removal permit if originally approved by the Department shall be issued. The property Owner shall ensure that the tree removal permit is displayed until the authorized work is completed.
- (f) *Fees.* Fees shall be as established pursuant to the fee schedule as attached in exhibit "B" and may be amended by resolution from time to time. Applications from government agencies for tree removals in areas dedicated to public use may, at the discretion of the Town Council, be exempted from application fees and permit fees by resolution.
- (g) *Final inspection.* No later than six months following the completion of the authorized work, the Applicant shall schedule a final inspection with the Department for verification and acceptance of the final authorized work.

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-5. - Replacement requirements for tree removal.

- (a) *Criteria for tree removal.* No permit shall be issued for tree removal unless one of the following criteria exists:
 - (1)

The tree is located in the buildable area or yard area where a structure or improvement may be placed and the tree unreasonably restricts the permitted use of the property. Trees located in the property frontage (within the 15-foot setback), are not considered located within the buildable area or yard. Ingress and egress to garages are not considered buildable or yard areas. Trees on a public right-of-way shall not be considered for removal because they restrict ingress or egress to the garages or parking on the site, except if there is no other reasonable access to and from the structure or to the property from the public right-of-way. This restriction shall be waived by either the Director of designated Departments when it relates to the private property and/when it relates to the public right-of-way.

- (2) The tree is diseased, injured, in danger of falling, interferes with utility service, creates unsafe vision clearance, or is in danger of materially impairing the structural integrity of an existing structure.
 - (3) The tree is an exotic tree species and will be replaced with a native tree species to promote good forestry practices; creates a health hazard; interferes with native tree species or creates a negative impact on natural land features such as rock, outcroppings, sink holes, or other geological historical or archeological features.
 - (4) It is in the interest of the general welfare of the public that the tree be removed for a reason other than set forth above.
- (b) *Conditions for tree removal; relocation and replacement.* Any or all of the following conditions shall be required:
- (1) The Applicant shall be required to redesign the project to preserve specimen tree(s) or any other tree determined by the Department to be of substantial value because of its species, size, age, form, and/or historical significance, and to provide an alternate plan that includes the preservation of said tree(s) and design alterations within the scope and intent of the initially proposed plan.
 - (2) Where practical, specimen trees or any other tree determined by the Department to be of substantial value because of its species; size age form and/or historical significance; proposed for removal and that cannot be preserved in its present location shall be relocated on or off-site. The Applicant shall adhere to acceptable tree relocation standards and specifications. The Department shall require a Certified Arborist to monitor the root pruning and tree relocation preparation efforts on site and to provide documentation certifying that the work was accomplished according to acceptable tree relocation standards and specifications.
 - (3) If it is impractical to relocate said Tree(s) either on or off-site; because of age, type, or size the Applicant shall be required to replace all Trees permitted to be removed in accordance with the Tree replacement requirements in Section F.
 - (4) The Department may require that the Applicant provide a written report from a Certified Arborist before making any determinations in conjunction with this section. The Department may also require monitoring by a Certified Arborist during construction to assure tree preservation.

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-6. - Procedure for determining tree replacement requirement.

Tree replacement requirements. As a condition of the issuance of a tree removal permit, the permittee shall be required to replace trees that are authorized to be removed under the provisions of this article. The number of trees and number of species of trees required for replacement shall be determined according to the procedures contained herein. When the replacement canopy area exceeds 10,000 square feet, replacement shall be described in a landscape replacement plan which shall meet the minimum requirements of Section 42-6(e) "Requirement for a landscape replacement plan", and no tree removal permit shall be issued until said plan has been approved by the Department, except as provided in Subsection 42-6(i) "Offsite replacement trees."

The following are exempt from this section:

- (1) All tree removal activities included in Section 42-3(e).
- (2) Trees which have been successfully relocated, pursuant to Section 42-8 "Tree relocation standards."
- (3) Specimen trees that are destroyed or effectively destroyed by an Act of God may be removed without the need for tree replacement.

The Town shall determine the location and total number of replacement trees required for the issuance of a tree removal permit according to the following procedural steps:

- (1) **Determining existing tree canopy coverage on-site.** The area of existing tree canopy coverage of a site shall be determined by the Department, using one or any combination of the following methods: review of aerial photography; on-site inspection; and review of a tree survey. The Department may require the applicant to submit a tree survey for the purpose of this determination.
- (2) **Determining impact area of proposed project.** The area of existing canopy coverage which will be affected (impact area) by the Applicant's proposed development shall be determined by the Department. This determination shall be based on a site plan and completed tree removal permit application form submitted to the Department by the Applicant.
- (3) **Determining number of replacement trees required to be planted.** The total number of trees required for replacement shall be based on the area of impact and the category of replacement tree selected by the Applicant. Each replacement tree shall compensate for a portion of the tree canopy lost in the impact area. The following table shall be used as a standard for determining the required number of replacement trees:

| Chart F.3.1. Tree Replacement Chart | | |
|-------------------------------------|--|-------------------|
| Category Replacement Tree | Portion of Impact Area that each replacement Tree compensates for in sq. ft. | Min. size in feet |
| Hardwood/Shade Tree 1 | 500 | 12' overall |

| | | |
|-----------------------|-----|-------------------|
| Hardwood/Shade Tree 2 | 300 | 8' overall |
| Palm Tree 1 | 300 | 10' clear trunk |
| Palm Tree 2 | 100 | 3' clear trunk |
| Small Tree | 200 | 6' overall height |

Any combination of shade trees, palm trees, or small trees shall be an acceptable replacement, provided the total number of trees from all replacement categories compensate for the lost canopy. In the event that a replacement tree actually has more canopy coverage at the time of planting than the amount of credit allowed under the tree replacement formula above, then the Applicant shall receive full credit for the canopy coverage, provided by the replacement tree at the time of planting. The Applicant shall submit a list of proposed replacement Trees on a form provided by the Department, except when the total number of replacement trees exceeds 20, and then the Applicant shall be required to submit a landscape replacement plan consistent with the provisions of Section 42-4(b)(3). Proposed replacement lists or plans are subject to Departmental approval. The Department shall approve proposed replacement trees that are consistent with the standards of Section 42-4(b)(3) and Section 42-6.

(4) *Minimum standards for replacement trees.*

- a. All replacement trees shall have a minimum quality of a Florida No. 1 Grade or better.
- b. The Department shall maintain a list of species for each category of replacement tree, in order to meet the requirements of tree replacement chart F.3.1. This list may be amended from time to time, as necessary. Replacement tree heights shall be determined by overall height measured from where the tree meets the ground to the top-most branch.
 1. All category one replacement shade trees shall be a minimum of 12 feet in height at the time of planting and at maturity should have canopy coverage of 500 square feet under normal growing conditions.
 2. All category 2 replacement shade trees shall be a minimum of eight feet in height at the time of planting and at maturity should have canopy coverage of 300 square feet under normal growing conditions.
 3. All category 1 replacement palm trees shall have a minimum height of ten feet at the time of planting and at maturity should have canopy coverage of 300 square feet under normal growing conditions.
 4. All category 2 replacement palm trees shall have a minimum height of three feet at the time of planting and at maturity should have canopy coverage of 100 square feet under normal growing conditions.

5. All replacement small trees shall have a minimum height of six feet at the time of planting and at maturity should have canopy coverage of 200 square feet under normal growing conditions.
- (5) *Requirements for a landscape replacement plan.* A landscape replacement plan shall be submitted to the Department by the permit Applicant when a minimum of 10,000 square feet of replacement canopy is required under the provisions of Section 42-6. All landscape replacement plans shall meet the following minimum standards:
- a. The number of trees, number of species of trees, and size of trees proposed for planting shall be consistent with Section 42-6.
 - b. The Applicant shall submit a site plan that includes the proposed replacement locations of all replacement plantings and tree relocations, all property lines, and all proposed and existing structures, driveways and utility easements.
 - c. The canopy spread of any tree that is proposed for preservation shall be shown on the plan. Where a portion of the canopy of a tree or trees shall be removed without tree removal, a notation shall be made on the plan.
 - d. The Applicant shall have the burden of demonstrating that a design meets the intent of this chapter. At a minimum, an alternative landscaping enhancement plan shall include, without limitation:
 1. A statement, prepared by a landscape architect registered in the State of Florida, which indicates that the intent of this chapter can be effectively met through the submission of the alternative design; and
 2. A site plan, prepared by a landscape architect registered in the State of Florida, that includes the proposed location, scientific name or description of all vegetation to be preserved or planted, all property lines, and all proposed or existing structures, driveways and utility easements; and
 3. A tabulation that identifies any deviation from the requirements of Section 42-6 explicitly provides tree replacement alternatives.
 - e. The Department may approve an alternative landscape enhancement plan when:
 1. The design preserves and incorporates existing vegetation; and
 2. The design exceeds the minimum requirements or equivalent of Section
- (6) *Location of replacement trees.* If the subject property cannot accommodate the required replacement trees because of insufficient planting area as determined by the Department, then the Applicant shall be required to plant replacement Trees at an off-site location subject to Departmental approval, or, as a last alternative, shall provide an equitable contribution to the Town Trust to compensate for those replacement Trees which cannot be accommodated on site. The Applicant instead may enter in an agreement with the Town, as approved by the Department to plant the excess remaining trees in public property within the Town boundaries. The amount of the

contribution shall be determined according to the provisions of Section 42-6(j). If any Applicant is in doubt as to whether a particular site can sufficiently accommodate the required number and species of replacement trees as initially determined by the Department, then the Applicant shall submit a statement prepared by a landscape architect registered in the State of Florida, indicating whether, in his professional opinion, the site can accommodate the required number of trees and species.

- (7) *Minimum species diversity standards.* When more than ten trees are required to be planted in accordance with the provisions of this section, a diversity of species may 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 following minimum diversity standards:

a. *Chart F.7.a. Tree Species Diversity Chart*

| Required number of Trees | Required minimum number of species |
|--------------------------|------------------------------------|
| 11—20 | 2 |
| 21—50 | 4 |
| 51 or greater | 6 |

- b. *Tree species.* Tree(s) installed as replacement trees shall be of a native or non-native species and shall be planted at Grade or ground level according to ISA best management practices manual incorporated herein by reference. When more than ten trees are installed as replacement trees, a diversity of species shall be required as per Chart F.7.a Tree Species Diversity Chart.
- c. *Prohibited species.* Replacement trees are not required for the removal of any prohibited species except *Ficus altissima* (Lofty Fig) and *Ficus benghalensis* (Banyan Tree). No fees will be assessed for removal of prohibited tree species.
- (8) *Tree quality.* Trees installed as replacement trees in accordance with this section shall conform to or exceed, the minimum standards for Florida Number #1 grade 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 and incorporated herein by reference. Trees shall be planted according to sound nursery practices as illustrated in the landscape manual.
- (9) *Offsite replacement trees.* If the total number of trees required as replacement trees cannot be reasonably planted on the subject property, the Applicant may enter into an agreement with the Town as approved by the Department, to plant the excess replacement trees on public property

within the Town limits. An alternative to off-site replacement is provided in Section 42-6(j) relating to the contribution to the tree trust fund. Applicants may do both to the extent that they should proffer to do so.

(10) *Town tree trust.*

- a. *Creation of the Tree Trust.* There is hereby created a Town of Miami Lakes Tree Trust account, the purpose of which is to acquire, protect and maintain all Town owned trees, natural forest communities in the Town of Miami Lakes, and to plant trees on public property.
- b. *Disbursement and maintenance of the Tree Trust.* Monies obtained for the Tree Trust Fund shall be disbursed for the acquisition, maintenance, management and protection of natural forest communities and for planting trees on public property. Such monies may be used as a matching fund contribution towards the acquisition of natural forest communities in Miami-Dade County and the Town of Miami Lakes in association with other public land acquisition programs, such as, but not limited to, the State of Florida Conservation and Recreational Lands Trust Fund and the Miami-Dade County Environmentally Endangered Lands Program. Said Trust shall be kept and maintained in trust by the Town Council solely for the purposes set forth in this section in a separate and segregated account of the Town which shall not be commingled with other Town funds until disbursed for an authorized purpose pursuant to this section. Disbursement from the Tree Trust account shall require approval by resolution of the Town Council, provided, however, that any funds received pursuant to the conditions of any tree removal permit shall be used as required by the permit conditions without the necessity of approval, appropriation, or action of any kind by the Town Council. Prior to approving disbursements, Town Council shall consider the recommendations of the Town Manager. The Town Manager, prior to making any such recommendations, shall consider the recommendations of the Department pertaining to the proposed disbursement(s) for the acquisition of natural forest communities or planting of trees on public property. The Town Manager is hereby authorized to establish the Tree Trust account and to receive and disburse monies in accordance with the provisions of this section.
- c. *Source of monies for the Tree Trust.* Said Tree Trust account shall consist of the following monies:
 1. All monies collected by the Department required pursuant to Section 42-4(a)(3)e. and environmental damages to tree or forest resources and environmental mitigation for the loss of tree or forest resources which are obtained through civil lawsuits, consent agreements or after-the-fact tree removal permits, except penalties and administrative costs.
 2. All monies offered to and accepted by the Town of Miami Lakes for the Tree Trust account in the form of federal, State, or other governmental grants, allocations or appropriations, as well as foundation or private grants and donations, shall be disbursed strictly in accordance with terms and conditions of the grant, allocation, appropriation or donation and shall be earmarked accordingly.

3. Contributions in lieu of, or in conjunction with, the replacement planting provisions of this chapter. The department shall collect funds designated for the Tree Trust account when the replacement planting requirements of this chapter cannot be met.
- d. *Interest.* Unless otherwise restricted by the terms and conditions of a particular grant, gift, appropriation or allocation, all interest earned by the investment of all monies in the Tree Trust shall be disbursed by resolution of the Town Council for any project authorized consistent with this chapter. Trust monies shall be invested only in accordance with the laws pertaining to the investment of Town funds.

Decisions to grant or deny tree removal permits shall be made without consideration of the existence of this fund or offers of donations of monies thereto.

- e. *Contribution to Town.* If the total number of trees required as replacement trees cannot be reasonably planted on the subject property or at a Department approved off-site location, the Applicant shall contribute to the Town Tree Trust, required as replacement trees in accordance with Section 42-6 as follows:
 1. The sum of \$1,000.00 for each Shade Tree 1 Category;
 2. The sum of \$600.00 for each Shade Tree 2 Category or Palm Tree 1 Category;
 3. The sum of \$200.00 for each Palm Tree 2 Category;
 4. The sum of \$400.00 for each Small Tree Category;
 5. An addition or an alternative to contributing to the Town Tree Trust is provided in Section 42-6(i), relating to off-site replacement trees. Applicants may do this upon approval by the Department.
- (11) *Preservation credit for relocated trees.* Permittees who successfully relocate trees shall receive full credit for the relocated trees and the tree replacement requirements herein shall not apply to such relocated trees. All relocated Trees shall meet the standards set forth in Section 42-5 for tree relocation.
- (12) *Completion.* The replacement tree process shall be completed prior to the issuance of a certificate of occupancy or temporary certificate of occupancy. Moreover the approval of a tree relocation or tree removal permit is contingent on any requirements set forth in Section 42-5 and Section 42-6.

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-7. - Tree protection.

- (a) *Tree protection during construction.* Trees shall be protected during construction activity as determined by the Building Department but as a minimum includes:
 - (1) *Protective Barriers* shall be in place prior to the start of any demolition and/or development or construction, 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. The barriers shall remain in place

and intact until development is completed and the department has authorized their removal, however barriers may be removed temporarily to accommodate construction needs provided that the manner and purpose for such temporary removal will not harm the trees. Trees that are to remain shall be clearly identified with tags. A protected area with a radius often ten feet shall be maintained around trees to remain in accordance with the landscape manual, unless a Certified Arborist otherwise determines in writing that a smaller or larger protected area is acceptable for each tree, or an alternative tree protection method is approved the trees shall be properly irrigated throughout the building process. Trees damaged during construction shall be subject to the provisions of Section 42-11, "Enforcement."

- (2) Understory plants within protective barriers shall be protected.
 - (3) No excess-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 material such as paints, oils, solvents, asphalt, concrete, mortar or any other material harmful to trees or understory plants within the areas surrounded by protective barriers.
 - (4) Trees shall not be braced in such a fashion as to scar, penetrate, perforate or otherwise inflict damage to the tree.
 - (5) 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 are required.
 - (6) 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 or overhead utility lines.
 - (7) 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.
- (b) *Tree protection during pruning/trimming.* The pruning or trimming of any tree shall be done in accordance with the standards set forth in the ANSI A300 Tree Care Standards and the guidelines illustrated in the landscape manual both incorporated herein by reference. Any improper pruning methods shall be prohibited. Any other tree abuse or activity that can effectively destroy a tree shall also be considered a violation of this chapter subject to the provisions of Section 42-11, "Enforcement."
- (c) *Exceptions to the provisions of Section 42-7(a).* Exceptions to the provision of Section 42-7(a) shall be approved only when the permittee receives specific written authorization from the Department. The Department shall not issue written approval unless it determines that the affected tree(s) can be adequately protected without meeting the requirements of Section 42-7(a) or due to exceptional circumstances it is not practical or reasonable to meet the requirements of Section 42-7(a).
- (d) *When trees are destroyed.* If the requirements of Section 42-7(a)(1)a. through g. are not adhered to by the permittee and the trees are effectively destroyed, then all such trees shall be replaced according to the standards of Section 42-6, in addition to being subject to the penalty provisions of Section 42-12.

Sec. 42-8. - Tree relocation standards.

The relocation of any tree that is subject to the provisions of this chapter shall be consistent with the following minimum standards:

(1) *Trees other than palms.*

- a. Tree roots shall be severed in such a manner as to provide a root ball which is sufficient to ensure survival of the tree when relocated. A sufficiently sized planting hole shall be provided at the relocation site to ensure successful regrowth.
- b. After root severing, adequate time shall be allowed prior to replanting to ensure survival of the tree(s). After root severing and prior to relocation, tree(s) shall be watered a minimum twice weekly. After relocation, tree(s) shall be watered a minimum of twice weekly until the tree(s) are established.
- c. During removal and transportation of the tree, the root ball and vegetative portions of the tree shall be protected from damage from wind or injury.
- d. Any tree that dies or becomes nonviable within one year of relocation shall be replaced according to the standards set forth in Section 42-6.

(2) *Palms.*

- a. A ball of earth at least one foot from the base of the tree shall be moved with the tree.
- b. Fronds shall be securely tied around the bud prior to relocation, and shall remain securely tied around the bud during the entire relocation process and for a minimum of one week after relocation.
- c. The bud shall be protected from damage or injury during relocation.
- d. Any palm that dies or becomes nonviable within one year of relocation shall be replaced according to the standards set forth in Section 42-6.

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-9. - Prohibited plant species.

- (a) The list of exotic pest plant species that may not be sold, propagated or planted, with the exception of *Ficus benjamina*, anywhere in Miami-Dade County pursuant to Section 24-49, Code of Miami-Dade County, Florida or Policy 81 of the Conservation Element of the Comprehensive Development Master Plan for Miami-Dade County, Florida, as may be amended from time to time, is hereby incorporated by reference. If present on a development or redevelopment site, these species shall be removed prior to development, and their sale, propagation, planting, importation or transportation shall be prohibited. Pursuant to this section and in accordance with Chapters 19 and 24 of the Code of Miami-Dade County, Florida, developed sites shall be maintained to prevent the growth or accumulation of prohibited species including grass, weeds and non-native undergrowth.

- (b) *Definitions for [this] section.*

Importation shall mean the conveyance by any means of plants, cutting, or seeds into the Town of Miami Lakes.

Planting shall mean the placing on or setting into the ground of live plant material.

Propagation shall mean the physical act of causing plants to multiply by any process of reproduction from plant stock.

Sale shall mean the act of transferring or conveying plants to a purchaser for consideration.

Transportation shall mean the act of carrying or conveying plants or plant material including cutting or seeds from one place to another for the purpose of sale, planting, importation or propagation.

(c) *Variances*. A variance to the requirements of section I shall be submitted to the Town for approval.

Before final approval, the Town will notify the Miami-Dade County PERA Department of any requests made. Miami-Dade County will have 15 days from the time of notification in which to notify the Town of its choice to exercise the right to comment or appear on any decision made by the Town.

A variance by the Department from the Transportation, Propagation and Planting prohibitions of this section may be requested, subject to the conditions justifying variance approval outlined below. Said variance request shall be made in writing to the Department and shall include the following information:

- (1) Name and address of the person or persons requesting the variance.
- (2) Location of the property for which the variance is requested.
- (3) A sketch or-drawing indicating the location within the subject property where the planting or field propagation of the otherwise prohibited plant species will occur. (Container propagation shall be exempt from said sketch or drawing requirements.)
- (4) The reason or reasons for requesting the variance.

The Department may, in its sole discretion, issue a variance from the provisions of this section based upon the following factors:

- (1) Proximity of the subject planting or propagation to any environmentally sensitive areas (e.g., wetlands, hammocks, pinelands, dunes).
- (2) Lack of appropriate alternative plant species to fulfill the same purpose or purposes for planting.

The Department shall approve or deny a variance request within 30 days of receipt of the variance request, provided the required information described in Section have been submitted. However, if the person or persons requesting a variance or the Miami-Dade County PERA Department request an administrative review hearing regarding the variance, the 30-day timeframe will not apply.

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-10. - Appeals, appellate fees.

(a) *Appeals to the town council.* The property Owner, the Applicant, the Department or any aggrieved party having standing under Florida law may appeal to the Town Council any decision of the Department relating to applications for tree removal permits by filing a written notice of appeal with Town Clerk within 15 calendar days after the date of the decision. The property Owner, the Applicant or any aggrieved party having standing under Florida law may appeal to the Town Council any tree removal permit granted to Town, or to their contractors, by filing written notice of appeal with the Town Clerk within 15 calendar days after the date of issuance of the permit. The notice of appeal shall include the decision appealed from, and the reasons or grounds for the appeal. The Town Council shall conduct a hearing de novo as a body of original jurisdiction upon any appeal and/or review from an appealable decision under the terms of this chapter as amended. New evidence or materials may be received by the Town Council where such evidence or materials are pertinent to a determination of the appeal. The Town Council may hear the testimony of witnesses and/or any other evidence offered by any person aggrieved or by any officer, board or agency of the Town affected thereby or by any interested party having an interest in the appeal under Florida law and may in conformity with this chapter and other applicable laws rules and regulations, render its decision. The Town Council shall hear and consider all facts material to the appeal and may affirm, modify, or reverse, in whole or in part, with or without conditions Town's Department decision, or may grant or deny the appeal of the tree removal permit issued to the Town.

All appeals to the Town Council in accordance with this section shall be accompanied by a fee of \$250.00 plus \$3.50 per mailed notice to the adjacent Owners within a 500 feet radius. However, no fees shall be assessed for appeals initiated by an Owner of property which abuts the subject property for which a tree removal permit is sought, including properties located across a street or alley from the subject property, appeals by a nonprofit corporation dedicated to conservation and protection of the natural and physical environment, or appeals by a Homeowners association, as that term is defined by F.S. Ch. 720, as amended which has one member who owns property within 500 feet of the subject property.

The decision of the Town Council shall constitute final administrative review and no petition for rehearing or reconsideration shall be considered by the Town. Appeals from decisions of the Town Council may be made to the courts as provided by the Florida Rules of Appellate Procedure.

- (b) *Notice.* All public hearings on appeals shall be noticed as follows. Notice of the time and place of the public hearing shall be in writing and mailed at least ten calendar days in advance of the hearing to the Owner of the subject property and the Owners of the adjacent properties. At least ten calendar days in advance of the hearing a sign in compliance with the provisions of this Code shall be posted on the subject property.
- (c) *No tree removal permitted during an appeal.* Upon timely submission of an appeal made pursuant to the requirements of this section removal of any trees which could be affected by the subject appeal is prohibited, pending final disposition of the appeal. A violation of this subsection will automatically result in an additional \$500.00 fine payable to the Town's Tree Trust for each separate violation of this section.

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-11. - Enforcement.

- (a) *Jurisdiction.* The Department shall have jurisdiction for the proper and effective enforcement of this chapter. The Department shall have the right to inspect subject properties in accordance with the approved tree removal permit and the provisions of this chapter.
- (b) *Individual enforcement.* Each tree removed without a tree removal permit shall constitute a separate and distinct violation and shall be the subject of individual enforcement.

(Ord. No. 12-151, § 2, 10-9-2011)

Sec. 42-12. - Penalties, remedies cumulative.

- (a) *Fine.* Any person or agent thereof who removes a tree without a tree removal permit shall be fined up to \$1,000.00 per day per violation for a first violation, and shall be fined up to \$5,000.00 per day per violation for every repeat violation of this chapter, or a greater penalty as provided by law and shall undergo the tree replacement process pursuant to Section 42-6. Each tree removed without a tree removal permit shall constitute a separate and distinct violation, subject to a separate fine and tree replacement pursuant to Section 42-6.
- (b) *Tree replacement required.* The planting of replacement trees shall be required in addition to the monetary fines assessed pursuant to this chapter. The number of trees required as replacement for each tree that was removed without a permit is provided in chart F.3.1. If the total number of trees required as replacement trees cannot be reasonably planted on the subject property, the Applicant may contribute to the Town Tree Trust in the amount provided in Chart L.2, Tree Replacement Chart for Trees Removed without a Permit.

| Diameter (DBH)* | Contribution to Town Tree Trust |
|-----------------|---------------------------------|
| 0 2"—3" | \$1,000.00 |
| 4"—6" | \$2,000.00 |
| 7"—12" | \$4,000.00 |
| 13"—18" | \$6,000.00 |
| 19"—24" | \$8,000.00 |
| 25"—30" | \$10,000.00 |
| 31 "—36" | \$12,000.00 |

| | |
|---------|-------------|
| 37"—42" | \$14,000.00 |
| 43"—48" | \$16,000.00 |
| 49"—60" | \$20,000.00 |

*Note: Minimum sizes:

| Plant Type | Minimum size | Category |
|---------------|--------------------|----------|
| Hardwood Tree | 12' overall height | 1 |
| Hardwood | 8' overall height | 2 |
| Palm | 10' clear trunk | 1 |
| Palm | 3' clear trunk | 2 |
| Small Tree | 6' overall height | 3 |

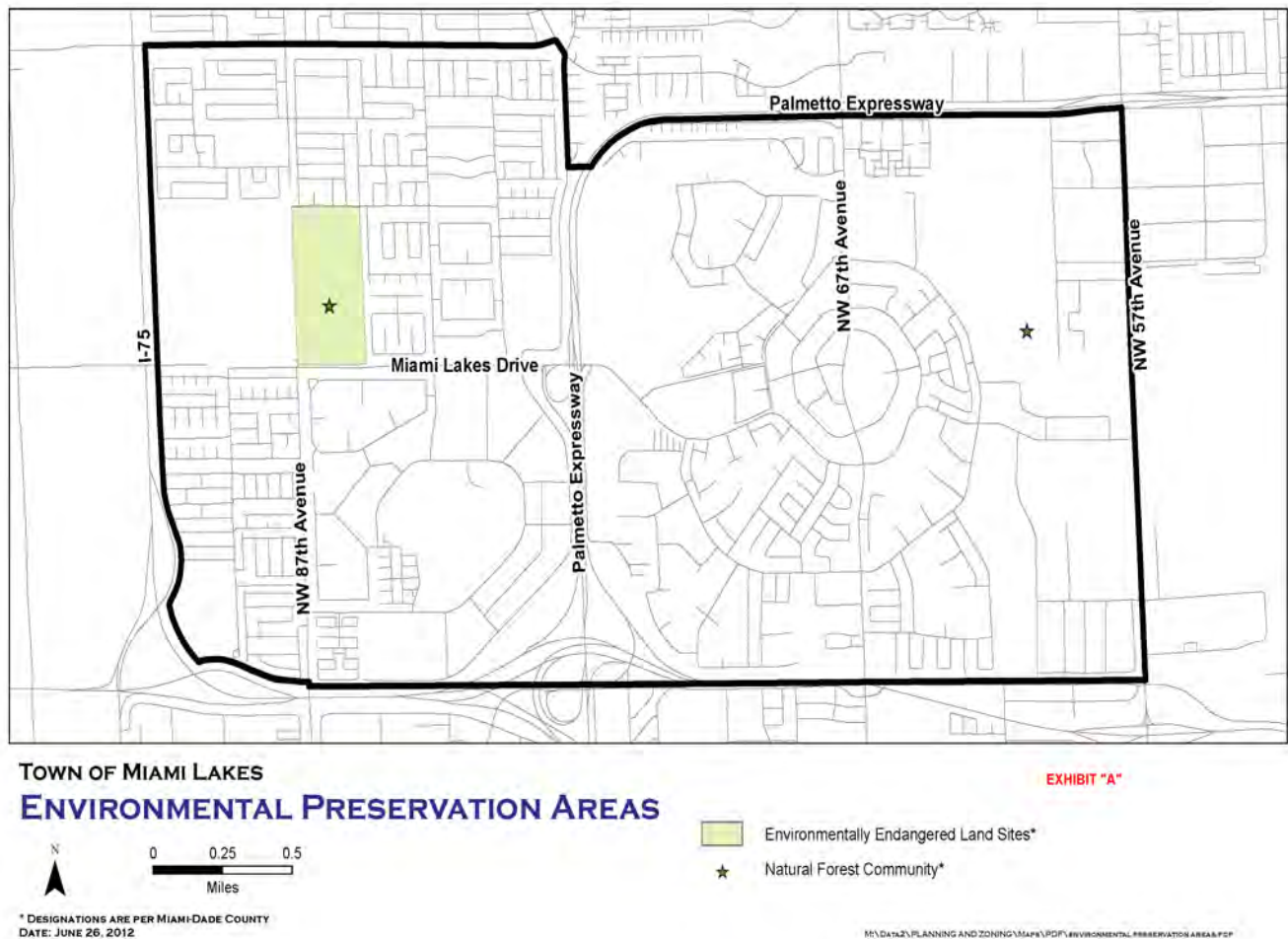
- (c) *Tree viability after project completion.* If the Department determines that any tree is not viable alive and growing one year after all associated development activity on the property is completed the Department shall require that said tree be replaced with the same tree species and size which was originally planted or relocated as per the approved tree removal permit.
- (d) *Withholding of a new building permit.* The removal of any tree in violation of this chapter shall constitute grounds for withholding new building permits directly related to said tree removal until the violation has been corrected including payment of all fines and planting of all required replacement trees as pursuant to this section. Alternatively, in order to obtain the new building permit, the person in violation may post a payment and performance bond pursuant to F.S. § 255.05 naming the Town of Miami Lakes as obligee. The bond shall be in the amount of ten percent of the construction cost or ten percent of the appraised value of the property if no construction exists. The bond will remain in place until the violation has been corrected pursuant to this section. In the event a bond is not feasible the Town may accept an irrevocable unconditional letter of credit, in the previously stated percentages, naming the Town of Miami Lakes as payee.
- (e)

Withholding of a certificate of occupancy. The Department shall not approve the zoning inspection required for a temporary or final certificate of occupancy until all violations of this chapter have been corrected, including the payment of all fines and the planting of all replacement trees required as mitigation pursuant to this section.

- (f) *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.
- (g) *Costs and fees.* In the event the Town institutes any civil action to enforce the provisions of this chapter in a court of competent jurisdiction, if the Town succeeds as prevailing party, it shall be entitled to recover the fines assessed pursuant to the violation(s) the cost of replacement trees required as mitigation, the costs associated with the investigation and prosecution including reasonable attorney fees and any equitable and/or legal remedies assigned by the court.

(Ord. No. 12-151, § 2, 10-9-2011)

Exhibit "A"



(Ord. No. 12-151, § 2, 10-9-2011)

Exhibit "B"

Tree Removal/Relocation Permit Fee Schedule

| Zoning of Property | Before inspection (Insp.) (must be submitted with the tree removal/relocation application (appl.)) | After inspection (insp.) (must be paid before Department signs/executes the tree removal/relocation permit) |
|---------------------------|--|---|
| Single Family/Residential | \$63.00 appl + \$35.00 initial insp. = \$98.00 | \$35.00 final insp. + \$12.00 per tree up to max. of \$320.00 |
| Multi-Family | \$80.00 appl + \$35.00 initial insp. = \$115.00 | \$35.00 final insp. + \$12.00 per tree up to max. of \$395.00 (acre) (canopy) |
| Business | \$105.00 appl + \$35.00 initial insp. = \$140.00 | \$35.00 final insp. + \$12.00 per tree up to max. of \$395.00 (acre) (canopy) |
| Commercial | \$105.00 appl + \$35.00 initial insp. = \$140.00 | \$35.00 final insp. + \$12.00 per tree up to max. of \$660.00 (acre) (canopy) |
| Agricultural | \$55.00 appl + \$35.00 initial insp. = \$90.00 | \$35.00 final insp. + \$6.00 per tree up to max. of \$265.00 (acre) (canopy) |
| Right of Way/Swale | \$28.00 appl + \$35.00 initial insp. = \$63.00 | \$35.00 final insp. + \$6.00 per tree up to max. of \$265.00 (acre) (canopy) |

- Inspection fees listed above are based on applications to remove and/or relocate and assess 20 trees or less. For projects with more than 20 trees, the inspection fees are adjusted as follows:
 - 21—100 trees to be inspected: \$65.00
 - 101—200 trees to be inspected: \$135.00
 - More than 200 trees to be inspected: \$265.00

- For all new application submittals, the application and the initial inspection fee are required for processing
- For after-the fact (ATF) tree removal/relocation permits, the application and the per tree(s) fee are doubled. The fees listed above are based on voluntary (not ATF) applications
- For relocation only permits, there is no per tree(s) fee charged, only the application and inspection fees
- In order to renew/extend a permit, you will be required to pay the original application fee amount prior to the expiration of the current permit
- For permit and fee exemptions, please refer to Town tree protection ordinance no. XXX [12-151].
- Please be advised that the application and the initial inspection fee are required upon permit application submission and are non-refundable if cancelled, withdrawn, or denied

(Ord. No. 12-151, § 2, 10-9-2011)

Exhibit "C"

Replacement Native Tree Species List

Large Trees

- *Bursera simaruba*—Gumbo-limbo/Almacigo
- *Conocarpus erectus*—Buttonwood/Yana, Mangle Bot6n [Boton]
- *Lysiloma latisiliquum*—Wild Tamarind/sablcu, Jigue
- *Quercus virginiana*—Live Oak/Encina
- *Simarouba glauca*—Paradisetree/Gavilan, Juan Primero

Medium Trees

- *Chrysophyllum oliviforme*—Satin leaf/Caimitillo
- *Coccoloba diversifolia*—Pigeon Plum/Uvilla, Guaya canejo. Guayabillo. Jaguilla
- *Coccoloba uvifera*—Seagrape/Uva Caleta, Uvero
- *Coccothrinax argentata*—Silver palm/Guano Blanco, Miraguano
- *Ficus citrifolia*—Shortleaf fig/Higo
- *Ilex cassine*—Dahoon Holly/Vanilla Blanca, Vigueta Naranjo, Acebo

Small Trees/Large Shrubs

- *Ardisia escallonioides*—Marlberry/Ardisia, Frutilla "Marlberry"
- *Harmelia patens*—Firebush/Ponasi or Ponosf

- *Callicarpa Americana*—Beautyberry/Filigrana de Mazorca, Frutilla "Beautyberry"
- *Capparis cynophallophora*—Jamaica caper/Aceitunillo, Cabeza deToro, Curavara, Frijol
- *Chrysoba/anus iceco*, with varieties 'Red Tip' and 'Horizonta I'—Cocoplum/Icaco, Caramio, Hicaco, (con variedades 'Puntas Rojas' y 'Horizontales')
- *Coccolobe uvifera*—Seagrape/Uva caleta, Uvero
- *Eugenia foetida*—Spanish Stopper/Guairaje, Guairaje Blanco o Colorado
- *Forestiera segregate*—Florida Privet/Adelia, Vanilla Blanca
- *Myrcianthes fragrans*—Simpson stopper/Pimienta
- *Myrica cerifera*—Wax myrtle/Arraigán, Mirto
- *Psychotria nervosa*—Wild coffee/Balsamo, Palo Moro, Café Cimarrón, Tapa Camino
- *Rapanea punctata*—Myrsine/Camaguilla
- *Serenoa repens*—Saw palmetto, with 'Cinerea' (silver) form/Palmetto—can forma plateada

* Any trees not listed above may qualify as replacement trees upon the written approval of the Department.

(Ord. No. 12-151, § 2, 10-9-2011)



Community Services Department

Black Olive Tree Removal Program

Most black olive trees in the Town have been considered to be a nuisance because of their stain causing leaves and berries, and aggressive root structure which tends to lift sidewalks and wrap around utility lines. The Town has approved a 15 year replacement program for the removal of the estimated 3,040 black olive trees in the Town.

As part of the replacement program, the Town will be removing those black olive trees designated to be dead, critical or poor condition over the next two to three years, and then proceed to the majority of the trees which are in fair condition. This phased approach will allow us to mitigate the costs involved with the program and the impact to the Town's tree canopy over a 15 year period.

Expedited Program Criteria and Requirements

A constituent may be moved up the tree removal list by opting for the Expedited Program. This program allows a constituent to speed up the removal and replacement process if the tree(s) is in fair condition.

A. Requests

1. Constituent must fill out and sign an Expedited Tree Removal Application, to be submitted to the Community and Leisure Services Department.
2. The Expedited Tree Removal Application is available at the end of this document or at the Town of Miami Lakes Community & Leisure Services Departmental office.

B. Payment of Fee

1. A non-refundable application fee of \$50 must be submitted at the time of application.
2. Constituent will also be responsible for the costs associated with the removal of the tree(s) to include the following:
 - a. Downing of the tree
 - b. Disposal of the tree debris
 - c. Removal of the stump
 - d. Adding any required soil and grass seed to the old tree site

3. Constituent will also be responsible for the costs associated with the replacement of lost canopy of the tree(s). The cost is based on the DBH (diameter breast height) and canopy spread of the tree(s). This cost will be determined by the Department and it includes the following:
 - a. Planting of a new tree adjacent to the old tree site. Should this not be possible due to the proximity to other existing trees or hardscape, or due to site distance problems, the replacement tree will be planted at another site on Town property.
4. Once a final cost estimate is determined, residents will have 30 days to issue payment if they choose to continue with the removal and replacement.
5. The final cost will be made out in a form of a check payable to the Town of Miami Lakes Community & Leisure Services Department. Please refer to the table below for approximate costs for removal and replacement

**Black Olive Removal and Replacement Approximate Cost
(Based on replanting with 14-16' Florida Live Oak)**

| DESCRIPTION | <u>Price</u> |
|---------------------------------|--------------|
| Tree Size @DBH- Under 18" | \$975 |
| Tree Size @DBH- Over 18" to 24" | \$1425 |
| Tree Size @DBH- Over 24" to 30" | \$1475 |
| Tree Size @DBH- Over 30" to 36" | \$1575 |

C. Procedure for Tree Removal

1. The tree(s) removal process shall be within (4) weeks once payment has been received into the Town's funds.
2. The replanting process shall be within (4) weeks from the date the tree has been removed.

**Black Olive Expedited Removal Program
APPLICATION**

Tree Permitting Program
6601 Main Street
Miami Lakes, Florida 33014
T (305) 364-6100 F (305) 558-9461



| FOR DEPARTMENTAL USE ONLY | | Updated 10/12 |
|---------------------------|---|---------------|
| Date Received: | Application Number: | |
| Received By: | Application Fee (other fees may be applicable): | |

Application must be filled out in its entirety. Please indicate N/A for non-applicable fields.

| | | |
|---|--|------------|
| Applicant Information: Name: _____ Address: _____ _____ Zip Code: _____ Phone #: _____ Fax #: _____ Email: _____ | Site Location and Description where the proposed activity Exists or will occur: Address/Location: _____ _____ _____ | |
| Work Description: Number of tree(s) to be removed: _____ _____ Location of the tree(s) stated above: _____ _____ _____ Reason for request: _____ _____ _____ | | |
| Attachments (check all that apply): (e.g. site sketch, plans etc.): <input type="checkbox"/> Photographs <input type="checkbox"/> Arborist Assessment <input type="checkbox"/> Tree Survey <input type="checkbox"/> Other _____ | | |
| IMPORTANT NOTICE TO APPLICANT: The written consent of the Applicant is required for all applications to be considered complete. Your application WILL NOT BE PROCESSED unless the Application consent portion of the application is completed below. You have the obligation to apprise the Department of any changes to information provided in this application. Application is hereby made for the Town of Miami Lakes black olive tree expedited program to authorize the activities described herein. I agree to or affirm the following: <ul style="list-style-type: none"> • I am familiar with the information contained in this application, and • I agree to the program criteria, its requirements, and am responsible for all applicable fees, and • I am authorizing the Town to process the application and authorize representatives of the Town of Miami Lakes for the purpose of making the preliminary analyses of the site | | |
| Signature of Applicant _____ | Print Applicant's Name _____ | Date _____ |



TREE REMOVAL / RELOCATION APPLICATION

DATE: _____

PERMIT NO. _____

NOTE: Whenever there is a proposed construction which involves the removal of branches >10" in diameter preliminary approval must be obtained through this application process. Applicant must guarantee that they have taken all steps reasonably necessary to preserve existing trees and to otherwise enhance the aesthetic and function of the tree. Applicant must include the 'preliminary approval' for the pruning along with the survey, pictures, and arborist report.

Owner: _____

Address: _____

Job Address: _____

Telephone#: _____

Folio No.: _____

☐ Residential ☐ Commercial

Contractor Contact number(s): _____

I hereby make application for permit to remove, relocate tree(s) from the above described property. (*Attach site plan/survey as appropriate.*) Specify *species* and # of trees and reasons for pruning:

PW-Greenspace Management Division notes:

Hold _____ Denied _____ Approved _____

Approved Subject to _____

INSPECTOR(Print name and sign) _____

Date _____

I understand that if a permit is issued, I am responsible for the supervision and completion of said tree pruning, in accordance with the approved specifications, and in compliance with all applicable codes and ordinances of the City of Coral Gables.

Owner (Print name and sign)

Date

The forgoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 20____ by _____ who has taken an oath and is personally known to me, _____ has produced _____ as identification.

(Signature of Notary Public)

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

Summary of Public Works Permit Process for City Swale Areas:

Three most common scenarios for maintaining grass swale areas are as follows:

Option 1 (Preferred Option): Grass

Maintain grass in swales using proper turfgrass management practices.

- No permit or restrictive covenant is required.

Option 2: Swale Plantings

Residents may plant up to 100% of the swale area with low groundcover plants to be maintained at a maximum height of 30" from grade, with an approved Public Works permit for swale planting.

- Public Works Permit is required - No Permit Fee.* (County and State roads have additional requirements.)
- Restrictive Covenant Agreement is required.

Option 3: Swale Plantings and Decorative Crushed Stone

In locations where proper turfgrass management is not feasible, such as in heavy shaded areas, or areas where there is excessive vehicle parking, decorative crushed stone and low landscape plants can be allowed with an approved Public Works permit, a Restrictive Covenant Agreement, and a Certificate of Liability Insurance naming the City of Coral Gables as an additional insured.

Crushed stone can be used as a border material at the edge of roads where car traffic damages plantings and will be reviewed on a case-by-case basis.

- Public Works Permit is required - No Permit Fee.* (County and State roads have additional requirements.)
- Restrictive Covenant Agreement is required.
- Certificate of Liability Insurance naming the City of Coral Gables as an additional insured is required.

* Layout Plan Requirement for Permit Application:

A sketch or plan of the proposed layout is required as part of the Public Works Permit application for Option 2 and Option 3 above. Sketches and plans can be hand drawn or computer drawn. The following are some examples of potential sketch or plan options:

1. Use a copy of an existing property survey to draw by hand or computer the proposed layout with dimensions and materials indicated.
2. Modify by hand or computer the sample alternative swale diagrams provided as part of this informational package to show the proposed layout with dimensions and materials indicated.
3. Print a photograph of the swale on 8.5x11 copy paper and mark the layout, dimensions, and proposed materials by hand or by computer on the photograph.
4. Use upside down marking spray paint to mark your proposed layout on the exiting ground/grass in your swale area and then take photographs of the swale area with the painted lines. Print the photographs on 8.5x11 copy paper and mark the dimensions and proposed materials by hand or by computer.

Option 4: Public Works Enroachment Review for All Other Scenarios

In locations where extensive landscape is being proposed or other factors require additional review or considerations, the applicant must submit an application to the Public Works Department for review of the proposal.

- Application Required - Reviewing Fee \$200 (Ordinance No. 2981)
- Public Works Permit is required - Permit fees typically apply.
- Restrictive Covenant Agreement is typically required.
- Certificate of Liability Insurance naming the City of Coral Gables as an additional insured is typically required.

Swale Planting

Growing Turfgrass in the Swale:

- **Sod type** - use shade tolerant grass such as Palmetto St. Augustine.
- **Mowing** - increase the mowing height to 3"-4" - for most rotary mowers use the highest setting. Also keep the mower blades sharp and well adjusted for a clean cut. No more than one third of the leaf blades should be removed with any mowing
- **Irrigation** - water on an "as-needed" basis (when leaf blades begin to fold up, wilt or when footprints remain visible after walking on the grass). Apply 1/2 inch to 3/4 inch of water per application. Also, make sure to water only on Wednesdays and Saturdays for odd addresses and Thursdays and Sundays for even address (after 5pm and before 10am)
- **Avoid parking** on the grass if possible. If not possible, then try not to park in the same spot each time. Alternating parking locations reduces tire damage and heat engine damage to the grass.
- **Pest Management** - be familiar with the signs and how to treat the number one pest of St. Augustine sod - the chinch bug.
- **Fertilization** - fertilize once or twice a year with a slow release fertilizer such as polymer coated 11-2-11. Or if palms are also in the swale use a slow release polymer coated 8-2-12.
- **Aeration** - soil compaction can be alleviated by loosening up the soil which allows more oxygen to reach the roots. Ponding water is the #1 sign of poor aeration. Aeration can be done by tilling up the soil before planting or by poking/drilling holes into the soil of the existing grass. In areas with particularly heavy compaction or a buildup of a thick sediment layer from water ponding, it is sometimes necessary to carefully remove the top few inches of soil, being careful to not damage the tree roots, and replace the topsoil with a free-draining soil mix composed of 70% silica sand and 30% muck.
- **Planting:**

A Public Works Swale Planting Permit for planting other than plain grass is required and is useful in areas where conditions are impractical for growing grass such as deep shade or locations with heavy parking issues. A property owner may apply for a Public Works Swale Planting Permit to plant up to 100% of the swale area with low growing groundcover plants. See a list of suggested plants on the following page. Other plant species that can be maintained at 30" max height will be considered during the plan review process.

For additional information refer to the following:

"Growing Turfgrass in the Shade" <http://edis.ifas.ufl.edu/ep072>

"Minimizing Traffic Damage to Your Florida Lawn"
<http://edis.ifas.ufl.edu/EP071>



Alternative Swale Planting

Swale planting can be comprised of a combination of low growing plant types in the swale. When planting 100% of the swale, plantings must extend fully from the sidewalk (or property line where no sidewalk exists) to the edge of the road. Creating a hedge along the road or sidewalk is not permitted. Plants must be maintained at a maximum 30" height or lower for visibility.

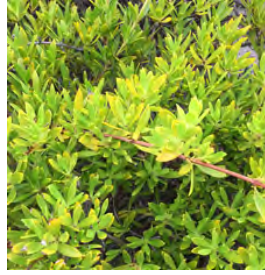
The following plants are suggested species for swale planting; however other appropriate species may be approved during the permit process.

SUGGESTED PLANTS FOR SWALES:

NATIVES:



Dune Sunflower
Helianthus debilis



Beach Creeper
Ernodea littoralis



Spider Lily
Hymenocallis latifolia



Boston Fern
Nephrolepis exaltata



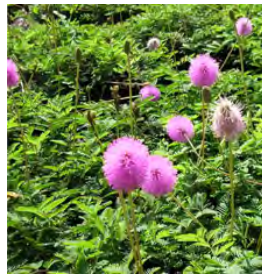
Peperomia
Peperomia obtusifolia



Blue Porterweed
Stachytarpheta urticifolia



Yellow Lantana
Lantana depressa



Sunshine Mimosa
Mimosa strigillosa



Indian Blanket Flower
Gaillardia pulchella



Frogfruit
Phyla nodiflora

NON-NATIVES:



Green/Variegated Liriope
Liriope muscari



Flax Lily
Dianella tasmanica



Burle Marx Philodendron
Philodendron 'Burle Marx'



Wart Fern
Microsorium scolopendrium



Red Congo
Philodendron 'Rojo Congo'



Perennial Peanut
Arachis glabrata



Mondo Grass
Ophiopogon japonicus



Asiatic Jasmine
Trachelospermum asiaticum



Purple Queen
Tradescantia pallida

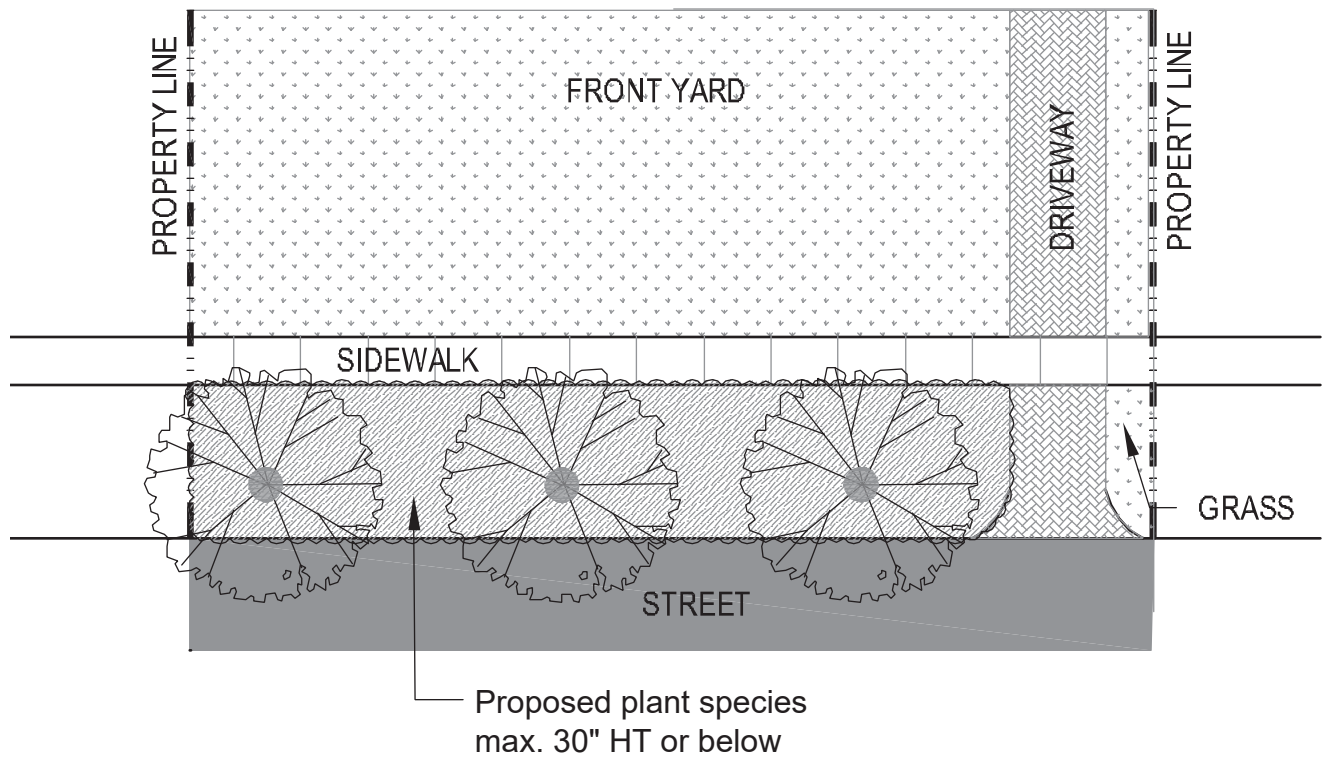


Pentas
Pentas lanceolata

Note: If you have visible roots, recommended species are Wart Fern and Philodendron 'Burle Marx'.
If you have Banyan Trees, use Philodendron 'Rojo Congo'.

Alternative Swale Planting

Sample Layouts



Alternative Swale Options

CRUSHED STONE OR SHELL AND PLANTING

NOTE: If crushed stone or shell is used, plantings around trees is Required - See "Swale Planting" for options.

Residents have the option to cover part of their swale with an approved crushed stone or shell. They must complete a Public Works Swale Planting Permit Application. Figures 1-3 of this package show some sample configurations of these areas. Each property is unique, so these guidelines should be used to draw a specific plan to be reviewed for permitting. The Details are organized according to the width (distance between street and sidewalk) of the swale area.

Swale plantings around trees will be required for all decorative crushed stone or shell installations and must extend from the sidewalk to the edge of the road. Crushed stone can be used as a border material at the edge of roads where car traffic damages plantings and will be reviewed on a case-by-case basis. The crushed stone material allowed is limited to the three options below.

APPROVED CRUSHED STONE OR SHELL



Granite
3/8"



Oolite (Limestone)
2/1 oolite fine to rice rock



Coquina Shells
Florida Seashell Small

Sample installations of these materials can be viewed at the Coral Gables Public Library at 3443 Segovia Street (On the University Drive side)

PERMIT APPLICATION PROCESS

Step 1: Applicant submits a Public Works Swale Planting Permit. The applications can be uploaded digitally through the digital plan review system, to include the application with proposed alternative swale materials and proposed layout, with the restrictive covenant signed and executed through the city attorney's office.

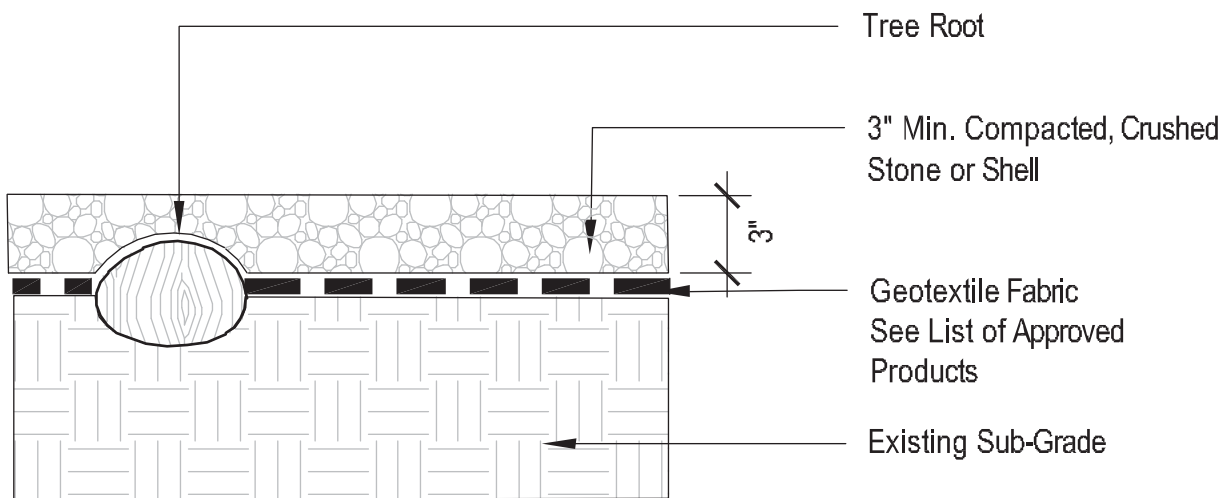
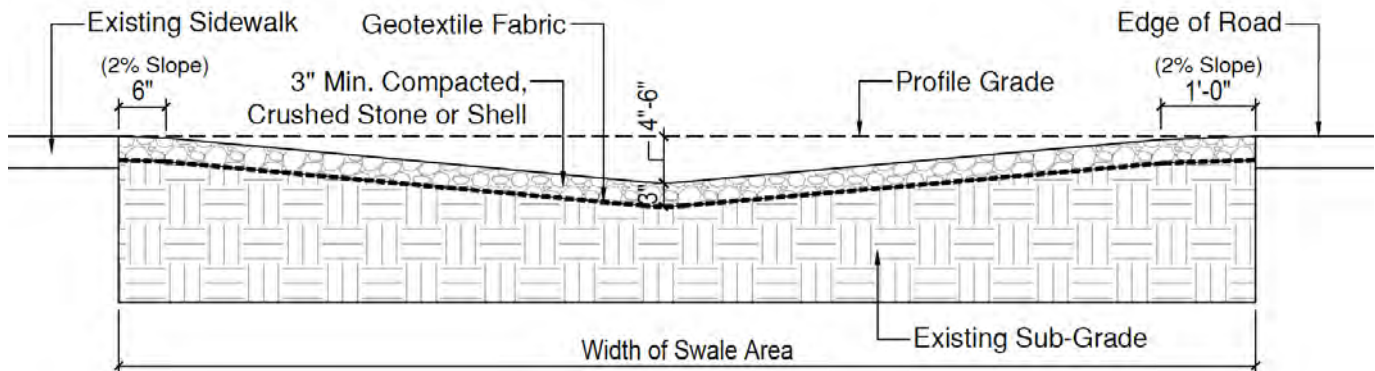
Step 2: Public Works Staff Reviews and Processes Permit.

Conditions of all Public Works Encroachments in Right of Way Permits:

The adjacent property owner maintains the encroachment in good repair at all times and at the owner's expense. The City of Coral Gables reserves the right to remove, add, maintain or have the owner remove any of the improvements within the right-of-way. The owner executes a Hold Harmless Restrictive Covenant Agreement through the city attorney's office as part of the application.

Alternative Swale Options

Installation Detail for Crushed Stone/Shell



NOTE: WHERE TREE ROOTS ARE VISIBLE ABOVE GROUND, GEOTEXTILE FABRIC SHALL BE CUT TO EXPOSE ROOTS, BUT STONE/SHELL MAY COVER ROOTS.

Filter Geotextile shall be a minimum 6-ounces per square yard (nominal) nonwoven needle punched synthetic fabric consisting of staple or continuous filament polyester or polypropylene manufactured. Geotextile shall be inert and unaffected by long-term exposure to chemicals or liquids with pH range from 3 to 10.

Filter Geotextile shall have a Survivability Class 1, 2 or 3 in accordance with AASHTO M288. Installation must follow fabricant instructions.

Listed Below are some of the Manufacturers of Products that meet these requirements.

TenCrate Miralfi - N-Series - 160 N

Us, Fabrics Inc. - US 200

Propex Geotextile Systems - GEOTEX 1001

Fiberweb - TYPAR 3501

Fibertex Geotextiles - F-25

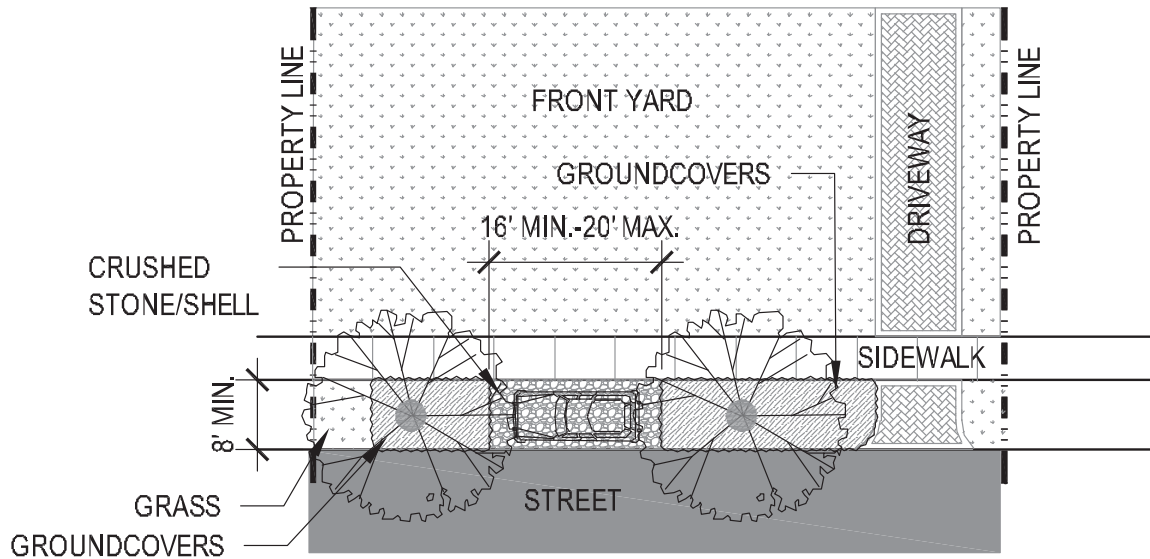
Granite Environmental - 6 oz. Non-Woven

Alternative Swale Options

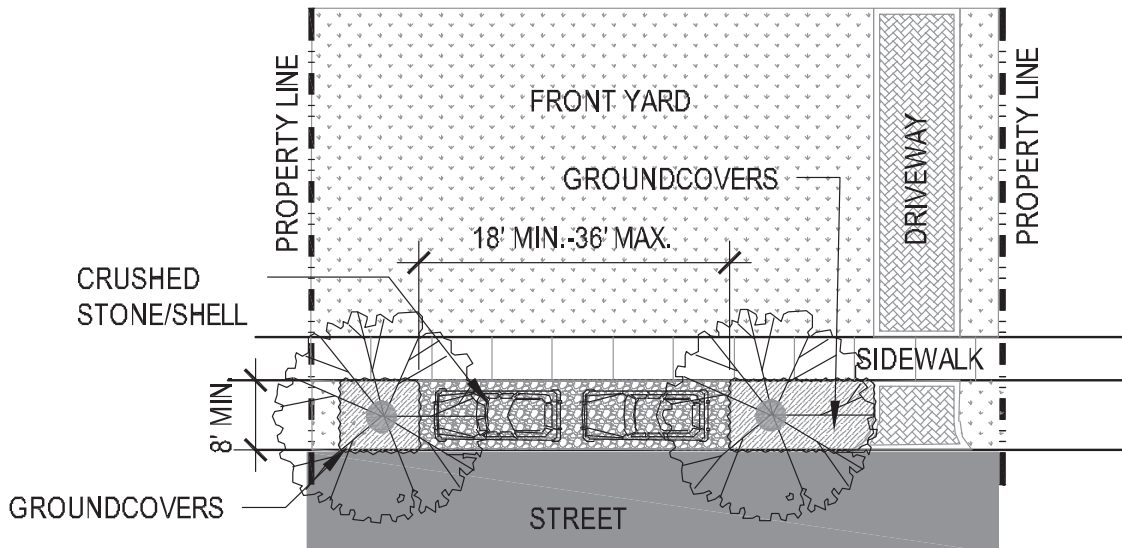
Sample Layouts

8 FOOT WIDE SWALE

(distance from sidewalk to street)



Single Family Home



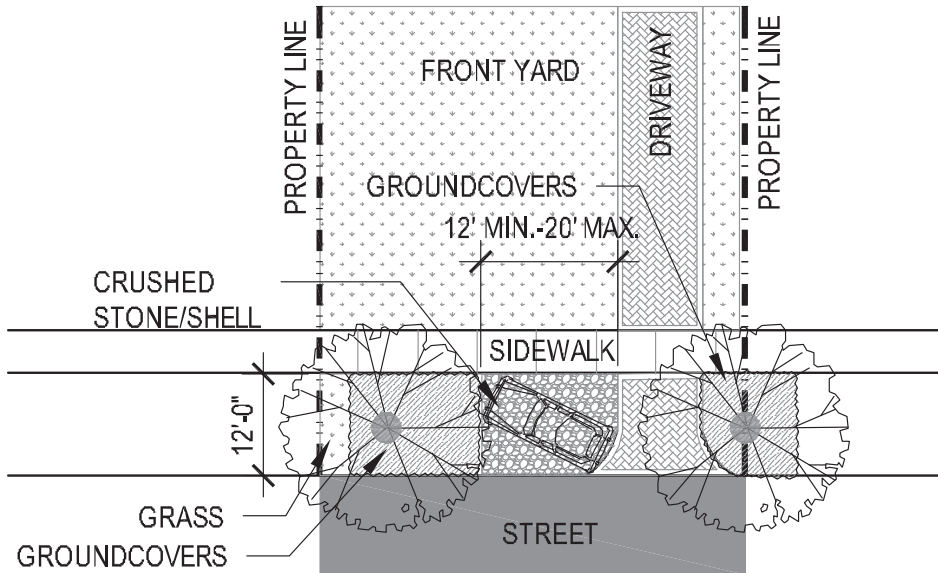
Multi Family Homes and Commercial Properties

Alternative Swale Options

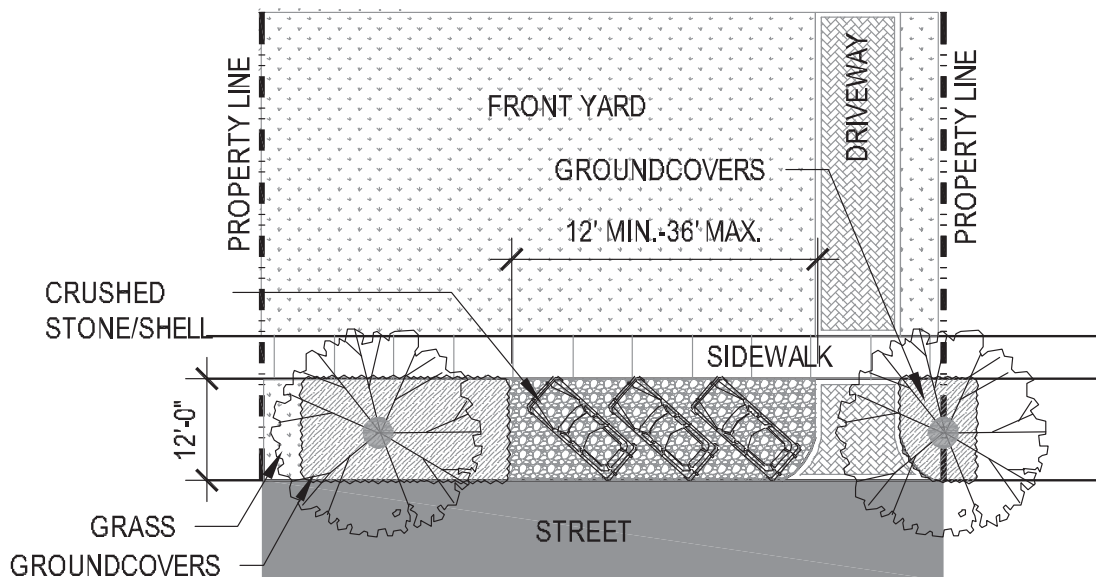
Sample Layouts

12 FOOT WIDE SWALE

(distance from sidewalk to street)



Single Family Home



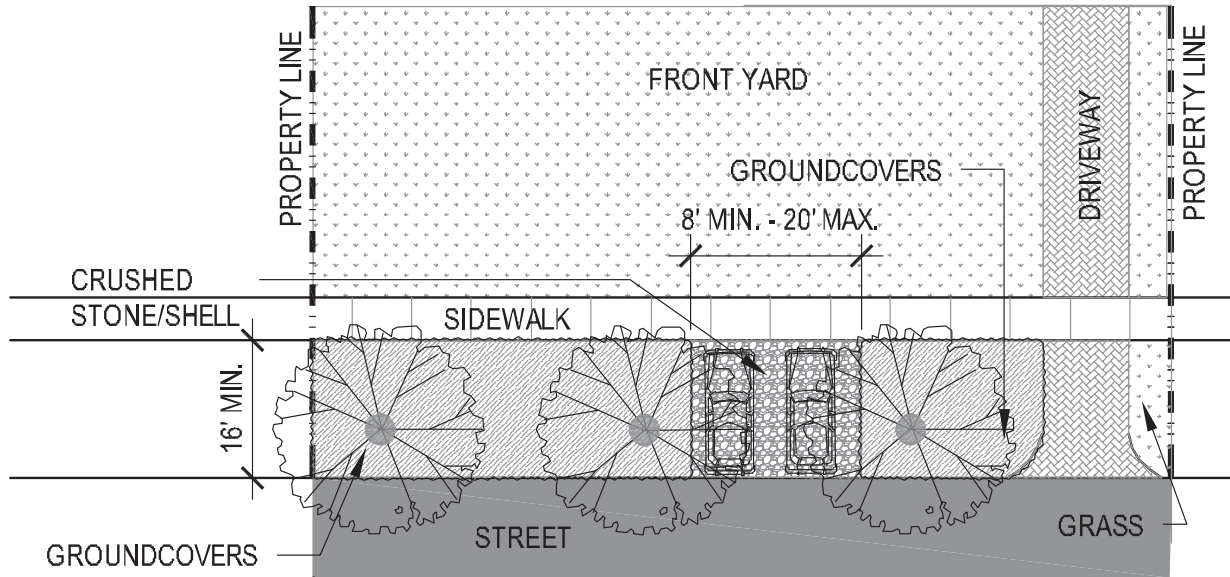
Multi Family Homes and Commercial Properties

Alternative Swale Options

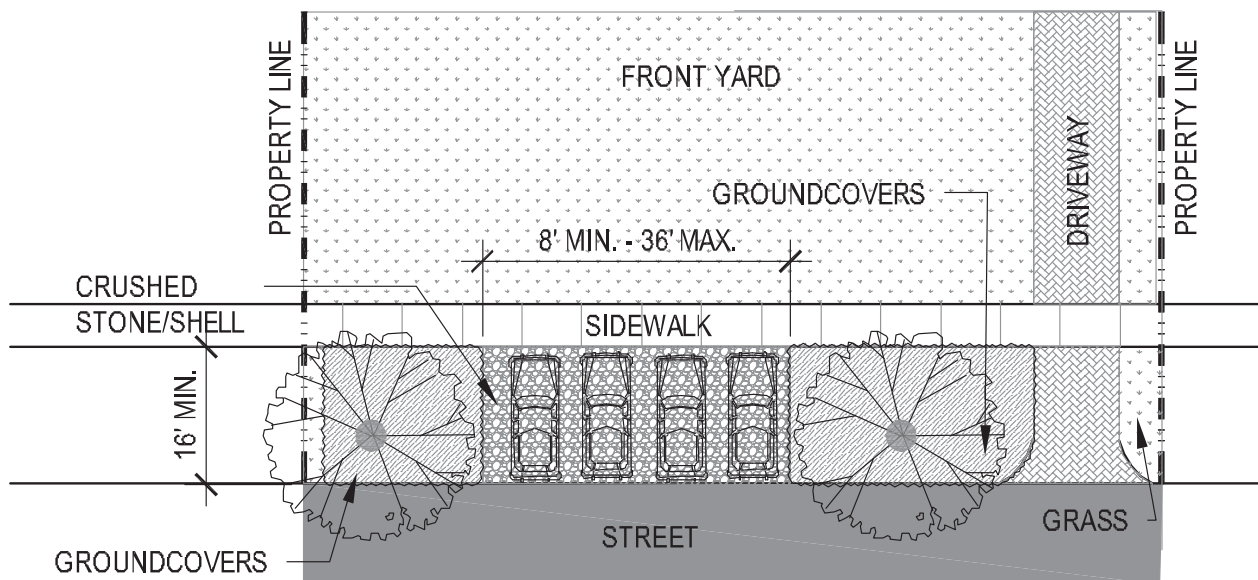
Sample Layouts

16 FOOT WIDE SWALE

(distance from sidewalk to street)



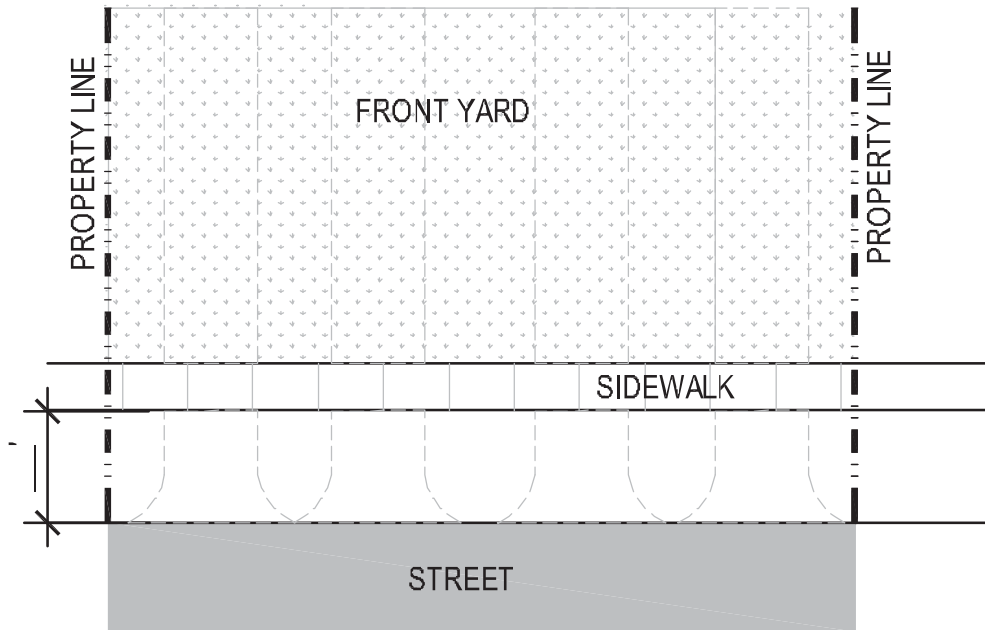
Single Family Home



Multi Family Homes and Commercial Properties

Alternative Swale Layout Worksheet

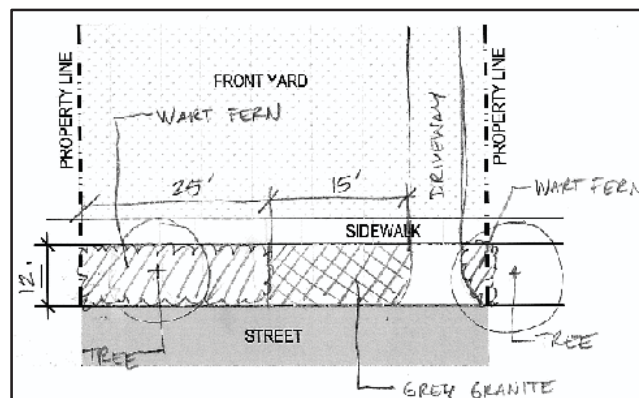
IN ADDITION TO THE APPLICATION, EACH HOMEOWNER IS ASKED TO COMPLETE THE DRAWING BELOW TO SHOW WHAT ALTERNATIVE TREATMENT THEY ARE PROPOSING FOR THEIR PROPERTY.



Show the following items on the drawing above:

See example below for how to show the items listed

- ☐ Location of Driveway - Choose one of the dashed locations and darken
- ☐ Width of Swale - Distance between sidewalk and street - write into the dimension line shown on the left.
- ☐ Locations of any trees in the swale
- ☐ Location of proposed crushed rock/shell and dimensions
- ☐ Location of proposed groundcovers and dimensions



SAMPLE

The City of Coral Gables

PUBLIC WORKS

2800 SW 72 Avenue, Miami, Florida 33155

Tel: 305.460.5025 / 305.460.5026

Email: pwpermits@coralgables.com

PERMIT APPLICATION

CONTACT PERSON/PHONE NO.

EMAIL:

DATE:

SQ FT.:

EST. COST:

PW PERMIT #:

ALL OF THE FOLLOWING MUST BE FILLED IN BY APPLICANT ACCORDING TO FS 713.35

OWNER NAME/PHONE NO.

CONTRACTOR NAME:

LICENSE NUMBER:

PHONE NO.:

CONTRACTOR ADDRESS:

CITY:

STATE:

ZIP CODE:

SITE ADDRESS:

WORK DESCRIPTION:

The undersigned affirms that the applicant is familiar and agrees to conform to the standard specification of the City of Coral Gables and all regulations of the Department of Public Works concerning work to be performed in the public right-of-way.

OWNER'S AFFIDAVIT: I certified that all foregoing information is accurate and that all work be done in compliance with all applicable laws regulating construction and zoning.

Print Name: OWNER

Print Name: NAME QUALIFIER/CONTRACTOR

Address:

Address:

Signature: OWNER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of 20 by who has taken an oath and is personally known to me, has produced as identification.

Signature: QUALIFIER/CONTRACTOR

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of 20 by who has taken an oath and is personally known to me, has produced as identification.

(Signature of Notary Public - State of Florida)
Print, Type or Stamp Commissioned Name of Notary Public

(Signature of Notary Public - State of Florida)
Print, Type or Stamp Commissioned Name of Notary Public

CONSTRUCTION ON THE RIGHT-OF-WAY

DATE: _____

JOB LOCATION: _____

PROPOSED DATE
OF CONSTRUCTION: _____

PROPOSED DATE
OF COMPLETION: _____

SKETCH OF PROPOSED CONSTRUCTION

THE FOLLOWING MUST BE SUBMITTED, WHEN APPLICABLE WITH THE PERMIT APPLICATION

PERMIT:

Contractor must provide the following:

1. Certificate of insurance naming the City of Coral Gables as additional insured and certificate holder:

City of Coral Gables
Labor Relations and Risk Management
2151 Salzedo Street
Coral Gables, FL 33134
2. Site Specific maintenance of traffic plan (vehicular or pedestrian).
3. Contractor shall take before and after photos (or videos) of the project area and its vicinity to ensure proper restoration upon completion. Photos (or videos) shall be provided to Public Works staff upon request. Contractor will be responsible for the repair of all damages adjacent to their work area.

COASTAL:

1. For coastal permits the bond payment must be paid by the coastal contractors.
2. Coastal permits only issued to marine contractors.

SIDEWALK:

1. New Sidewalk must be 4" thick, at the approach sidewalk must be 6" thick with wire mesh.
2. Color must be "Coral Gables beige Lambert/Scofield" as per City's Specifications

Approved Concrete Vendors:

- Aronel Concrete
- Amanalto Concrete
- Barreiro Concrete
- Cemex Concrete
- South Florida Concrete
- Supermix
- Quickcrete Ready Mix
- Tarmac
- Central Supermix
- Superior Mix Concrete
- Interstar

City of Coral Gables Code

Sec. 62-88. - Bond or liability insurance by permittee.

Before any permit shall be issued under this division, the applicant shall furnish to the city evidence that the applicant is carrying public liability insurance, with the city named as an additional insured, with bodily injury liability limits of \$500,000.00 for each person, \$500,000.00 for each occurrence, and property damage liability limits of \$250,000.00 for each occurrence, or bodily injury liability and/or property damage liability, single limit of \$500,000.00 for each occurrence. No permit shall be issued to any applicant to perform work on, or cut into, the public right-of-way until a deposit has been made in a sufficient amount to the city to insure the repairs requested by the applicant, and such amount shall be determined by the director of public works; but in any event, the minimum amount of such bond shall be \$150.00, and maximum amount of such bond shall be 125 percent of the cost of proper restoration of the public right-of-way, the bond being to guarantee compliance with terms of the permit and to be in force for at least six months after the approved completion date of the work.

(Code 1958, § 28-33; Code 1991, § 22-113; Code 2006, § 62-65)

PLEASE READ CAREFULLY
INSTRUCTIONS FOR FILING
RESTRICTIVE COVENANTS & UNITIES OF TITLE

REQUIREMENTS FOR RESTRICTIVE COVENANTS:

1. The City of Coral Gables must be provided with one (1) original copy of the Restrictive Covenant. All blanks must be filled in and may be printed neatly or typewritten. Restrictive Covenants that are not legible will not be accepted by the City. Photocopies of any required seals or signatures will not be accepted.
2. The original document must have a 3-inch by 3-inch space at the top right hand corner on the first page and a 1-inch by 3-inch space at the top right hand corner on each subsequent page for the Clerk's official use. *See* Fla. Stat. § 695.26(1)(e). A blank cover page must be attached to all documents **not** providing this space and a charge of \$8.50 for the additional page will be assessed. This charge, moreover, applies to each additional page.
3. Covenants must be properly witnessed and notarized.
4. The **legal description must be accurate** and must include the appropriate Plat Book and page number.
5. The blank space provided for section (2) of the General Restrictive Covenant should be filled in with the restrictions being placed on the property.
6. **The Restrictive Covenant must be prepared by an individual person. Additionally, the first page of the Restrictive Covenant must contain the preparer's name, address, and phone number. For Example:**

Prepared by: John Doe
123 Main Street
Coral Gables, FL 33134
Tel No. _____
7. A **money order or cashier's check** for the purpose of recording the Restrictive Covenant is required and should be made payable to the "**City of Coral Gables**" and must accompany the Restrictive Covenant. If any additional pages are added to the Restrictive Covenant such as a blank page or a lengthy legal description, please calculate the recording fee accordingly. **The fee for a one-page Restrictive Covenant is \$13.00 and each additional page is \$8.50. If printed double sided the cost will be the same, each side counts as one page.**
8. **Each Restrictive Covenant must be signed by all property owners as shown on the property deed and the tax rolls. In the event the property is owned by a corporation, then one (1) of the officers of the corporation must sign the Restrictive Covenant, and the Restrictive Covenant must be embossed with the corporate seal.**

REQUIREMENTS FOR UNITIES OF TITLE:

There are two Unity of Title forms. Use the two-page form, if there is no Mortgage on the property. If there is a Mortgage, please use the three-page form, with the third page to be completed by the Lender.

The fee for a Unity of Title two-page document is \$21.50, three-page document \$30.00

The City of Coral Gables must be provided with the following:

1. One (1) original of the Unity of Title Restrictive Covenant is required, which shall be considered a one-page covenant for the purposes of the recording fee unless additional pages are added such as a blank cover page (as outlined in part 2 above) or if the legal description carries over to a second page.
2. One (1) copy of the recorded warranty deed with the Miami-Dade County Clerk's File Number and O.R. Book/Page shown clearly in the upper left hand corner of the deed should be submitted along with the Unity of Title Restrictive Covenant.
3. Each Unity of Title must be signed by all property owners as shown on the property deed and the tax rolls. In the event the property is owned by a corporation, then one (1) of the officers of the corporation must sign the Unity of Title, and the Unity of Title must be embossed with the corporate seal.

◆THIS COVER SHEET MUST BE PROVIDED WITH ALL INSURANCE DOCUMENTS◆

| | | | | | |
|---|--|--------------------------------|------------------------------------|------------------------------|--|
| <p>Encroachment & Restrictive Covenant Agreements</p> <p align="center">Cover Sheet</p> <p align="center">For</p> <p>Evidencing Insurance to the City of Coral Gables</p> | <p>Legal Name of (Individual or Company) executing agreement: _____</p> <p>Insurance is being submitted for a Commercial Property (circle one): YES or NO Insurance is being submitted for a Residential Property (circle one): YES or NO</p> <p>Without limiting "OWNER" and/or "TENANT" indemnification obligation of the CITY, and during the term of this Agreement, "OWNER" and/or "TENANT" shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the "CITY" and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the "CITY". Certificates or other evidence of coverage shall be delivered via email, fax or US mail to;</p> <div style="display: flex; justify-content: space-between;"> <div> <p>Certificate Holder should read:</p> <p>Email address: cityofcoralgables@ebix.com</p> </div> <div> <p>City of Coral Gables Insurance Compliance PO Box 100085-CE Duluth, GA 30096</p> </div> </div> <p>Such certificates or other evidence of coverage shall be delivered prior to the approval of this Agreement, and shall contain the express condition that the "CITY" is to be given written notice of at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.</p> | | | | |
| <p>Insurance Requirements</p> <p align="center">For</p> <p>Commercial Properties</p> | <p>Commercial Properties are required to evidence the following Insurance to the City;</p> <table border="0"> <tr> <td><u>Insurance Coverage Type</u></td> <td><u>Limit of Liability Required</u></td> </tr> <tr> <td>Commercial General Liability</td> <td>Each Occurrence \$1,000,000 Aggregate \$2,000,000</td> </tr> </table> <ul style="list-style-type: none"> • All insurance policies evidenced to the City shall name the City of Coral Gables as an Additional Insured on a Primary and Non-contributory basis. • All insurance policies evidenced to the City shall contain A Waiver of Subrogation Endorsement in favor of the City of Coral Gables. • All insurance companies providing coverage must have an A.M. Best rating of at least (A-/VI) or an equivalent rating given by a recognized rating agency. <p>When evidencing insurance to the City, the following documents must be provided;</p> <ol style="list-style-type: none"> 1. This Cover Sheet with all of the questions above answered. 2. A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured on a primary and non-contributory basis including a Waiver of Subrogation in favor of the City. 3. A copy of the Endorsements evidencing that Additional Insured status has been provided to the City and that this coverage has been provided on a Primary & Non-Contributory Basis. 4. A copy of the Waiver of Subrogation Endorsements for each line of coverage required. | <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | Commercial General Liability | Each Occurrence \$1,000,000 Aggregate \$2,000,000 |
| <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | | | | |
| Commercial General Liability | Each Occurrence \$1,000,000 Aggregate \$2,000,000 | | | | |
| <p>Insurance Requirements</p> <p align="center">For</p> <p>Residential Properties</p> | <p>Residential Properties are required to evidence the following Insurance to the City;</p> <table border="0"> <tr> <td><u>Insurance Coverage Type</u></td> <td><u>Limit of Liability Required</u></td> </tr> <tr> <td>Personal Liability Insurance</td> <td>Each Occurrence \$300,000</td> </tr> </table> <p>Individuals evidencing insurance must provide the following documents to the City;</p> <ol style="list-style-type: none"> 1. This Cover Sheet with all of the questions above answered. 2. A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured. <p>City of Coral Gables Insurance Compliance Contact Information Phone: (951) 652-2883 • Fax: (770) 325-0417 • Email: cityofcoralgables@ebix.com</p> | <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | Personal Liability Insurance | Each Occurrence \$300,000 |
| <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | | | | |
| Personal Liability Insurance | Each Occurrence \$300,000 | | | | |

OWNER(S): _____

The Above Blank Space Is for Recording Purposes.

☐ **COMMERCIAL (check if applicable)**

☐ **RESIDENTIAL (check if applicable)**

PROPERTY OWNER'S ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20__, by and between _____, whose mailing address is _____, hereinafter referred to as "OWNER", and the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, OWNER is/are the fee simple owner(s) of certain real property located within the City of Coral Gables, Miami Dade County, Florida with a property address of _____ Coral Gables, Florida and more particularly described as (insert the full legal description for the property as maintained by the Miami-Dade County Property Appraiser's Office. See www.miamidade.gov for more information):

WHEREAS, OWNER'S property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley, or other such right-of-way; and

WHEREAS, OWNER desires to place, construct, install, and/or maintain upon CITY's right-of-way, sidewalk, swale, alley, or other such right-of-way the following (place an X next to the type of encroachment):

_____ **Special driveway approach(es) (type):** _____

_____ **Sign(s)**

_____ **Canvas canopy(ies) or awning(s)**

_____ **Landscaping**

_____ **Irrigation system**

_____ **Tables, chairs, umbrellas, heaters (describe the item to be placed as well as the day(s) of the week and hour(s) of the day of such placement):**

_____ **Electrical (describe):** _____

_____ **Other (describe):** _____

_____, thereby,
encroaching into the City's right-of-way, sidewalk, swale, alley, or other such right-of-way; and

WHEREAS, the CITY is willing to allow OWNER to encroach into CITY's right-of-way, sidewalk, swale area, or other such right-of-way without prejudice to the CITY's right to have the encroachment removed at the OWNER's sole expense; and

WHEREAS, OWNER understands that at any time the CITY may require OWNER to remove the aforesaid encroachment from the CITY right-of-way, sidewalk, swale area, or other such right-of-way.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and as further consideration for the CITY approving OWNER's request to encroach upon CITY's right-of-way, sidewalk, swale area, or other such right-of-way, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

2. The CITY hereby grants permission for the above-described encroachment upon the City's right-of-way, sidewalk swale area, or other such right-of-way provided that said encroachment shall be in accordance with plans and specifications on file or to be filed with and approved by the CITY.
3. At any time, the CITY may require either the permanent or temporary removal of said encroachment and OWNER for himself/herself as well as their successors in interest agree that at such time as the CITY requires temporary or permanent removal of the aforesaid encroachment, OWNER will do so promptly and at their own expense. OWNER further agrees that if he/she/they should fail to remove the encroachment within thirty (30) days after the CITY mails a written request to OWNER requiring removal of the encroachment, then the CITY may remove the aforesaid encroachment and impose the cost of said removal as a special assessment lien against the Property — such special assessment lien shall be in parity or coequal with the lien of all state, county, district and city taxes, and superior in dignity to all other liens, titles, encumbrances, and claims. In the event of an emergency, the CITY shall have the right to remove the encroachment without notice to OWNER and without any obligation or liability to OWNER for damage to the encroachment.
4. To the fullest extent permitted by Laws and Regulations, OWNER hereby agree(s) to defend, indemnify, and hold harmless the CITY and its commissioners, directors, attorneys, appointed officials, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of OWNER or any person, employee, agent, or third party acting on OWNER's behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable).
5. In any and all claims against the CITY or any of its consultants, agents, or employees by any employee of OWNER or any employee of any person, employee, agent, or third party acting on OWNER's behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable), the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for OWNER or by or for any person, employee, agent, or third party acting on OWNER's behalf (including contractors, subcontractors, or other persons or organizations directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability or to waive any immunity established by Florida Statutes, case law, or any other source of law. This indemnification provision shall survive the termination of any CITY permit or Agreement with the CITY, however terminated. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity in Section 768.28, Florida Statutes. Inclusive in this Indemnity provision is the agreement to fully indemnify the City of Coral Gables from any claims or actions alleged

to have been caused by the CITY's acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.

6. For the purposes of this Agreement, OWNER shall obtain insurance policies — naming the CITY as an additional insured on a primary and non-contributory basis — that comply with the current version of the City of Coral Gables Insurance Requirements for Encroachment & Restrictive Covenant Agreements and OWNER shall evidence this insurance to the Risk Management Division of the City of Coral Gables in accordance with the parameters and instructions outlined within the current version of the City of Coral Gables Insurance Requirements for Encroachment & Restrictive Covenant Agreements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of the Risk Management Division. Moreover, said insurance shall be maintained until the encroachment is removed and failure to maintain such insurance shall constitute a material breach of this Agreement that may result in the City requiring removal of the encroachment at OWNER's sole expense.
7. All individuals signing this Agreement have the legal authority and capacity to enter into this General Encroachment & Restrictive Covenant Agreement.
8. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are fully complied with.
9. This Agreement shall be recorded at OWNER's sole expense and shall inure to the benefit of and be binding upon OWNER's successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an interest thereunder, and this Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the above-property and shall constitute a covenant running with the land.
10. In the event the terms of this Agreement are not being complied with, in addition to other remedies available, the CITY is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Agreement.
11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all applicable and duly adopted ordinances, regulations, and policies of Miami-Dade County and the CITY now in effect and those hereinafter adopted.
12. The location for settlement of any claims, controversies, disputes, arising out of or relating, directly or indirectly, to any part of this Agreement or any breach hereof, shall be in Miami-Dade County, Florida.
13. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to enforce this Agreement.
14. CITY, shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement as well as recovery of

any and all costs and expenses sustained or incurred by CITY in obtaining such an injunction including, without limitation, reasonable attorney's fees.

15. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions contained herein shall be made by the Parties in writing.
16. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

AS TO OWNER(S):

Signature

Signature

Print Name & Title (if applicable)

Print Name & Title (if applicable)

Notarization of Owner's/Owners' Execution

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 20____, by _____, who is personally known to me or has produced a _____ as identification.

My Commission Expires:

Notary Public, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Miriam Soler Ramos, City Attorney
Cristina M. Suárez, Deputy City Attorney
Stephanie M. Throckmorton, Assistant City Attorney
Gustavo J. Ceballos, Assistant City Attorney
Naomi Levi Garcia, Assistant City Attorney

*A new online system called Interactive Notice of Intent (iNOI) is now available to the public. Applicants that use iNOI can complete, save, edit, pay for (using a credit card) and submit NPDES Stormwater applications online. The use of iNOI is encouraged but voluntary. Applicants can still submit paper notices. iNOI is available at www.dep.state.fl.us/water/stormwater/npdes/

5. If you complete a paper NOI, submit it along with the application fee, as indicated below, to the NPDES Stormwater Notices Center. Authorization is usually granted 48 hours after the date the complete NOI is post-marked to the Notices Center.

The fee is required by Rule 62-4.050(4)(d), F.A.C.. Make checks payable to the Florida Department of Environmental Protection.

Large Construction (disturbs 5 or more acres of land) is \$400.

Small Construction (disturbs between 1 and 5 acres) is \$250.

6. Re-apply for coverage every five years (if the construction activity extends beyond a 5-year period) or submit an NOT to terminate coverage.

Where Can I Find More Information?

DEP's Web site provides more information on program - coverage and requirements, useful Web links, and electronic - versions of the CGP, all regulations and forms cited herein, - and SWPPP guidance. In addition, the NPDES Stormwater - Notices Center provides hardcopies of permits and forms. -

NPDES Stormwater Section

Florida Department of Environmental Protection -
2600 Blair Stone Road, MS #2500 -
Tallahassee, FL 32399-2400 -
(850) 245-7522 -
Email NPDES-stormwater@dep.state.fl.us -

iNOI

www.dep.state.fl.us/water/stormwater/npdes

NPDES Stormwater Notices Center

Florida Department of Environmental Protection -
2600 Blair Stone Road, MS #2510 -
Tallahassee, FL 32399-2400 -
(866) 336-6312 (toll free) or (850) 297-1232



PRINTED ON RECYCLED PAPER

03/09

Florida Department of Environmental Protection
NPDES Stormwater Section
2600 Blair Stone Road, MS #2500
Tallahassee, FL 32399-2400

The Florida NPDES Stormwater Permitting Program for

Construction Activity





What is Florida's NPDES Stormwater Permitting Program for Construction Activity?

In October 2000, the U.S. Environmental Protection Agency (EPA) authorized the Florida Department of Environmental Protection (DEP) to implement the National Pollutant Discharge Elimination System (NPDES) stormwater permitting program in the State of Florida (with the exception of Indian Country lands). The program regulates point source discharges of stormwater runoff from certain construction sites and was developed by EPA in two phases: Phase I regulates "large" construction activity (disturbing 5 or more acres of total land area) and Phase II regulates "small" construction activity (disturbing between 1 and 5 acres of total land area).

The "operator" (i.e., the entity that owns or operates the project and has authority to ensure compliance) of regulated construction sites must obtain an NPDES stormwater permit and implement appropriate pollution prevention techniques to minimize erosion and sedimentation and properly manage stormwater. DEP adopted under Rule 62-621.300(4), F.A.C., the **Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)** (DEP Document 62-621.300(4)(a)) which is applicable to Phase I large construction and Phase II small construction.

It is important to note that the permit required under DEP's NPDES Stormwater permitting program is separate from the Environmental Resource Permit (ERP) required under Part IV, Chapter 373, F.S., a stormwater discharge permit required under Chapter 62-25, F.A.C., or any local government's stormwater discharge permit for construction activity.

Which Construction Activities Are Regulated Under The Program?

DEP's permitting program regulates construction activity that meets the following criteria:

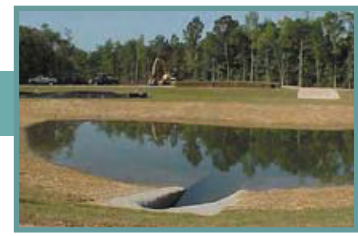
- - Contributes stormwater discharges to surface waters of the State or into a municipal separate storm sewer system (MS4).
- - Disturbs one or more acres of land. Less than one acre also is included if the activity is part of a larger common plan of development or sale that will meet or exceed the one acre threshold. Disturbance includes clearing, grading and excavating.

What Does the CGP Require?

- A **CGP Notice of Intent (NOI)** (DEP Form 62-621.300(4)(b)) must be submitted to DEP.
- A **Stormwater Pollution Prevention Plan (SWPPP)**. In part, the plan must include the following:
 - A site evaluation of how and where pollutants may be mobilized by stormwater
 - A site plan for managing stormwater runoff,
 - Identification of appropriate erosion and sediment controls and stormwater best management practices (BMPs) to reduce erosion, sedimentation, and stormwater pollution,
 - A maintenance and inspection schedule,
 - A recordkeeping process, and
 - Identification of stormwater exit areas.
- A **Notice of Termination (NOT)** (DEP Form 62-621.300(6)) must be submitted to DEP to discontinue permit coverage. An NOT may be submitted only when the site meets the eligibility requirements for termination specified in the CGP.

What Are Some Examples of BMPs?

A comprehensive SWPPP includes both structural and non-structural controls. Some commonly used controls follow:



Structural Controls

- - **Retention Ponds.** Permanent structures designed to allow time for sediments to settle and water to infiltrate the ground.
- - **Temporary Sediment Basins.** Structures designed to detain sediment-laden runoff from disturbed areas long enough for sediments to settle out and control the release of stormwater.
- - **Entrance/Exit Controls.** Temporary controls, such as gravel, used to stabilize the entrances/exits to the site to reduce the amount of soils transported onto paved roads by vehicles (known as "track-out").
- - **Silt Fencing.** A temporary erosion and sediment control used to prevent dirt from entering waterways before bare soil is stabilized with vegetation.
- - **Berms.** A temporary erosion and sediment control that physically prevents polluted runoff from entering nearby storm drain inlets and waters.

Non-Structural Controls

- - **Stabilization.** Techniques such as sodding, seeding/ mulching and stone cover, which reduce the erosion of exposed soils and steep grades.
- - **Phased Construction.** Scheduling construction to occur during the dry season or to minimize the amount of land cleared at any one time.
- - **Good Housekeeping.** Techniques such as oil and fuel containment, spill prevention and clean-up, and street sweeping of "tracked-out" soils, which help prevent the contamination of stormwater runoff.

How Do I Obtain Permit Coverage?

To obtain NPDES stormwater permit coverage, complete the following steps:

1. Obtain a copy of the CGP.
2. Carefully read the permit language.
3. Develop and implement a SWPPP.
4. Complete an NOI in its entirety online using the iNOI system * or by submitting a paper NOI.



Tree Removal Permit Application Package

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COMMUNITY AND LEISURE SERVICES DEPARTMENT

Town of Miami Lakes

15150 NW 79 CT Miami Lakes, FL 33016

Phone: (305) 364-6100 Fax: (305) 558-9461

On the web at: www.miamilakes-fl.gov

This booklet is provided as a public service by the Town of Miami Lakes Community and Leisure Services Department (CLS)

The Town of Miami Lakes provides equal access and equal opportunity in employment and services and does not discriminate on the basis of handicap.

General Information

Town of Miami Lakes Ordinance No. 12-151 mandates the protection of the Town's tree and forest resources. The following information should assist you in understanding Town's tree and forest protection requirements. Please take the time to read this information carefully before filling out the attached application.

Where and when are tree removal permits required?

Tree removal permits are required for the cutting down, bulldozing, removal or relocation of any tree in the Town of Miami Lakes, except for certain exemptions listed on Page 3. The Town may require the property owner to modify a site plan to preserve tree and forest resources.

Note: A tree is defined as any woody or fibrous perennial plant having a minimum trunk dbh" of three inches or greater or with an Over All Height (OAH) of twelve or more feet.

What about the trimming of trees?

Tree removal permits are not required for the selective pruning of trees, provided the pruning is done according to the most recent American National Standards Institute (ANSI) A300 Standard Practices for Tree Care Operations. However, excessive pruning (i.e. hat racking, topping, etc.) which results in the effective destruction of a tree constitutes a violation of Town Ordinance 12-151. Any other activity that can effectively destroy a tree, such as trunk girdling, excessive root cutting, or use of tree-killing chemicals, also violates the Ordinance.

Who administers the Town of Miami Lakes tree and forest protection program?

The Town of Miami Lakes Community and Leisure Services Department.

Who must apply for a tree removal permit?

The owner of the property upon which the tree removal work will occur must sign the tree removal permit. The owner may designate an agent to sign the application and permit by submitting a letter of authorization to the Town.

What types of tree and forest resources does the ordinance protect?

There are three categories of protected tree resources in Town of Miami Lakes: "Regular-size" trees (less than 18" dbh), "Specimen-size" trees (18" or greater dbh), and Natural Forest Communities which includes grasses, shrubs, and trees.

Will I be required to replant trees for the ones that I remove?

All "regular-sized" trees you remove -- except for the exempt or prohibited species -- must be replaced with an equal amount (100%) of tree canopy. "Specimen-sized" trees require double canopy replacement and payment to the Town Tree Trust equivalent to the costs of the specimen tree replacement requirements. This is accomplished by planting trees from the categories below:

Tree Replacement Chart

| Category Replacement Tree | Portion of Impact Area that each replacement Tree <u>compensates for in sq.ft.</u> | Min. size <u>in feet</u> | Town Trust <u>Contribution</u> |
|---------------------------------|--|-----------------------------|-----------------------------------|
| Hardwood/Shade Tree 1 | 500 | 12' overall | \$1000 per tree |
| Hardwood/Shade Tree 2 | 300 | 8' overall | \$600 per tree |
| Palm Tree 1 | 300 | 10' clear trunk | \$600 per tree |
| Palm Tree 2 | 100 | 3' clear trunk | \$200 per tree |
| Small Tree | 200 | 6' overall height | \$400 per tree |

*Please note that you may be required to replant more than one type of tree.

What fees do I have to pay for a tree removal permit?

A non-refundable application fee (based on zoning) and initial inspection fee is required upon permit application submission. Additional fees may be charged at the time of permit issuance. See the fee schedule on Page 5.

What happens if I do not comply with the conditions and requirements of my tree removal permit or remove a tree or forest without a permit?

You may be issued a "Notice of Violation" and ordered to stop all land clearing and construction until you have complied with Town Ord. No. 12-151. Furthermore, you may be required to pay penalties for each violation and replace tree canopy.

How long will my tree removal permit be valid?

One year, but can be renewed by contacting the Town.

**dbh = (Diameter at Breast Height) trunk diameter measured at a point 4 1/2 ft. above ground*

Special Permits and Requirements

Tree removal permit applications involving a building permit must include the following items:

1. A completed tree removal application form along with non-refundable application and initial inspection fees.
2. Two copies of a site plan. This site plan must show all proposed site improvements, including driveway, septic tank, pool, tennis court, utility lines, sewer lines, setbacks and any accessory buildings.
3. At the discretion of the Town, a tree survey may be required. Please see the Town's *Tree Survey Guidelines and Specifications* for further information. Please be advised that the Town may require the property and area of proposed construction staked prior to inspection.
4. All permits require the full replacement of tree canopy. Town approval of a tree replacement or landscaping plan may be required prior to the issuance of this tree removal permit. Please read the tree replacement requirement section for details.

Tree removal permit applications involving new road construction or any improvement in road right-of-ways must include the following items:

1. A completed tree removal application form along with non-refundable application and initial inspection fees.
2. Two copies of the paving and drainage plan with the locations of all trees to be affected. Please be advised that the center line and/or limits of construction must be staked prior to inspection and subsequent permit issuance.
3. All permits require the full replacement of tree canopy. Town approval of a tree replacement plan or landscaping plan may be required prior to issuance of this tree removal permit.

Tree Replacement Requirements:

1. Tree canopy replacement will be required as a condition of every tree removal permit. Replacement Tree Plan forms are available upon request and may be used when the canopy impacted is less than 10,000 square feet. (See Canopy Credit Formulas on page 1)
2. When replacement tree canopy exceeds 10,000 square feet, a landscape plan must be submitted and approved by the Town prior to permit issuance. A performance bond is required for the cost of the canopy replacement. The bond must be submitted prior to permit issuance. The Department accepts letters of credit and certificates of deposits for the bond.

Exemptions & Prohibited Plant Species

No permits are required for the trees listed below unless the Trees are in a Natural Forest Community or a protected preserve such as EEL lands.

- Photos of the trees should be taken before the trees are removed. Keep the photos for your records.
- Trees can only be removed with the property owner's consent.
- Photos & information may be viewed at <http://www.miamidade.gov/derm/Plants/>

All trees listed below as prohibited species in Miami Dade County Code Section 24-49.9, as amended by the County from time to time.

- *Abrus precatorius* (Rosary pea)
- *Acacia auriculiformis* (Earleaf acacia)
- *Adenanthera pavonina* (Red beadtrees, red sandalwood, coralwood, redwood, circassian bean tree, peacock flowerfence, coral pea, Barbados pride)
- *Albizia lebbek* (Woman's tongue, lebbek tree, siris tree)
- *Antigonon leptopus* (Coral vine, queen's jewels)
- *Araucaria heterophylla* (Norfolk Island pine)
- *Ardisia crenata* (Scratchthroat, coral ardisia)
- *Ardisia elliptica* (Shoebutton, shoebutton ardisia)
- *Bauhinia purpurea* (Orchid tree)
- *Bauhinia variegata* (Orchid tree)
- *Bischofia javanica* (Javanese bishopwood, bishopwood, bischofia, toog)
- *Calophyllum antillanum* (Mast wood)
- *Casuarina spp.* (Australian pine, sheoak, beefwood)
- *Cestrum diurnum* (Dayflowering jessamine, day blooming jasmine, day jessamine)
- *Cinnamomum camphora* (Camphortree, camphor tree)
- *Colubrina asiatica* (Asian nakedwood, leatherleaf, latherleaf)
- *Cupaniopsis anacardioides* (Carrotwood)
- *Dalbergia sissoo* (Indian Rosewood, sissoo)
- *Dioscorea alata* (White yam, winged yam)
- *Discorea bulbifera* (Air potato, bitter yam, potato vine)
- *Eichhornia crassipes* (Common water-hyacinth)
- *Eugenia uniflora* (Surinam cherry)
- *Ficus altissima* (Council tree, lofty fig, banyan tree, false banyan)
- *Ficus benghalensis* (Banyan tree, banyan fig, Indian banyan, East Indian fig tree, Bengal fig)
- *Ficus microcarpa*, *Ficus nitida*, *Ficus retusa* (Cuban laurel)
- *Flacourtia indica* (Governor's plum, Madagascar plum, batoko plum, ramonchi)
- *Hibiscus tiliaceus* (Mahoe)
- *Hydrilla verticillata* (Water thyme, hydrilla)
- *Hygrophila polysperma* (Indian swampweed, green hygro)
- *Hymenachne amplexicaulis* (Trompetilla, West Indian marsh grass)
- *Imperata cylindrical* (Cogongrass)
- *Ipomoea aquatic* (Water-spinach)
- *Jasminum dichotomum* (Gold Coast jasmine)
- *Jasminum fluminense* (Brazilian jasmine, jazmin de trapo)

- *Leucaena leucocephala* (White leadtree, lead tree, jumbie bean, tan-tan)
- *Ludwigia peruviana* (Peruvian primrosewillow)
- *Lygodium spp.* Except *L. palmatum* (Climbing fern, e.g. Old world climbing fern, Japanese climbing fern)
- *Macfadyena unguis-cati* (Catclaw vine)
- *Melaleuca quinquenervia* (Punk tree, melaleuca, cajeput, paperbark tree, tea tree, swamp tea tree)
- *Melia azedarach* (Chinaberrytree, Chinaberry)
- *Merremia tuberosa* (yellow morning-glory, woodrose, Hawaiian woodrose)
- *Metopium toxiferum* (Poisonwood)
- *Mikania micrantha* (Mile a minute, bittervine)
- *Mimosa pigra* (Black mimosa, Catclaw mimosa)
- *Murraya paniculata* (Orange jasmine)
- *Neyraudia reynaudiana* (Burmareed, silkreed)
- *Paederia spp.* (Sewervine, skunkvine, onion vine)
- *Panicum repens* (Torpedograss)
- *Pennisetum purpureum* (Elephantgrass, Napiergrass)
- *Pistia stratiotes* (Water lettuce)
- *Pittosporum petandrum* (Taiwanese cheesewood)
- *Pongamia pinnata* (Tallow tree)
- *Pouteria campechiana* (Eggfruit)
- *Psidium cattleianum* (Catley guava)
- *Pueraria Montana var. lobatas* (Kudzu)
- *Rhodomyrtus tomentosa* (Rose myrtle, Downy rose-myrtle)
- *Rhynchelytrum repens* (Rose natalgrass, Natal grass)
- *Ricinus communis* (Castrobean, castor oil plant, palma christi, wonder tree)
- *Sapium sebiferum* (Popcorn tree, Chinese tallow tree)
- *Scaevola taccada* (Beach naupaka, scaevola, half-flower)
- *Schefflera actinophylla* (Australian umbrella tree, octopus tree, Queensland umbrella tree, umbrella tree, rubber tree, starleaf)
- *Senna pendula var. glabrata* (Valamuerto, Climbing cassia, Christmas cassia, Christmas senna)
- *Solanum tampicense* (Aquatic soda apple, wetland nightshade)
- *Solanum viarum* (Tropical soda apple)
- *Syzygium cumini* (Java plum)
- *Syzygium jambos* (Rose apple)
- *Talipariti tiliaceum* (Mahoe, sea hibiscus, yellow mahoe)
- *Tectaria incise* (Incised halberd fern)
- *Terminalia catappa* (Tropical almond)
- *Thespesia populnea* (Portia tree, seaside mahoe, cork tree, false rosewood)
- *Tribulus cistoides* (Puncture vine, burnut, Jamaican feverplant, billy-goat weed, large yellow caltrop)
- *Urochloa mutica* (Paragrass)
- *Washingtonia spp.* (Washington Palm)

Tree Removal/Relocation Permit Fee Schedule

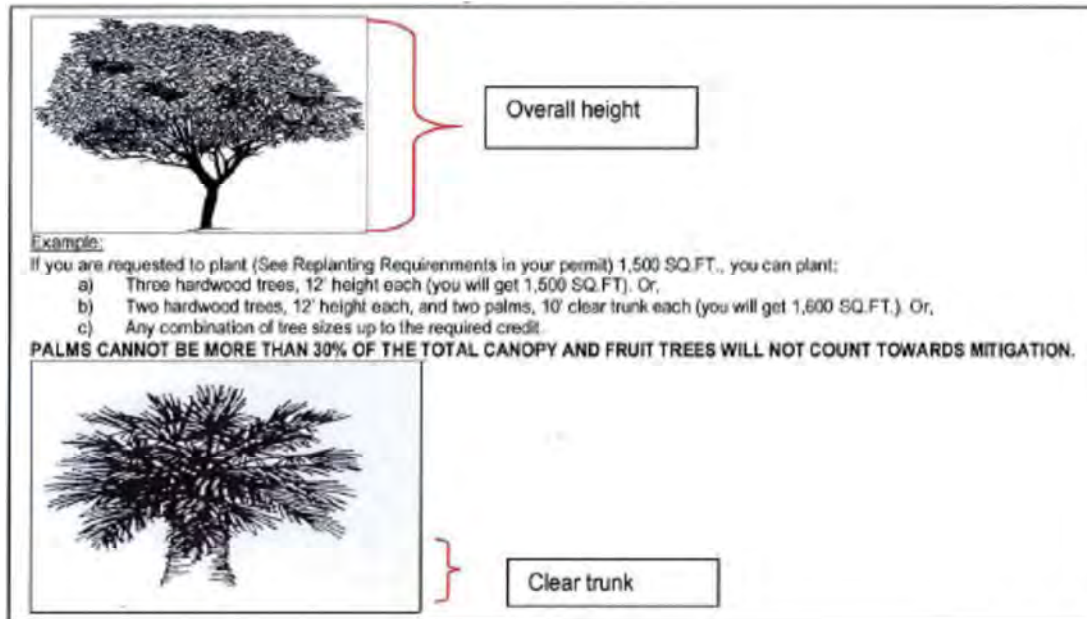
| Zoning of Property | Before inspection (Insp.) (must be submitted with the tree removal/relocation application (appl.)) | After inspection (insp.) (must be paid before Department signs/executes the tree removal/relocation permit) |
|---------------------------|---|--|
| Single Family/Residential | \$63 appl + \$35 initial insp. = \$98 | \$35 final insp. + \$12 per tree up to max. of \$320 |
| Multi-Family | \$80 appl + \$35 initial insp. = \$115 | \$35 final insp. + \$12 per tree up to max. of \$395 (acre) (canopy) |
| Business | \$105 appl + \$35 initial insp. = \$140 | \$35 final insp. + \$12 per tree up to max. of \$395 (acre) (canopy) |
| Commercial | \$105 appl + \$35 initial insp. = \$140 | \$35 final insp. + \$12 per tree up to max. of \$660 (acre) (canopy) |
| Agricultural | \$55 appl + \$35 initial insp. = \$90 | \$35 final insp. + \$6 per tree up to max. of \$265 (acre) (canopy) |
| Right of Way/Swale | \$28 appl + \$35 initial insp. = \$63 | \$35 final insp. + \$6 per tree up to max. of \$265 (acre) (canopy) |

- Inspection fees listed above are based on applications to remove and/or relocate and assess 20 trees or less. For projects with more than 20 trees, the inspection fees are adjusted as follows:
 - 21-100 trees to be inspected: \$65
 - 101-200 trees to be inspected: \$135
 - More than 200 trees to be inspected: \$265
- For all new application submittals, the application and the initial inspection fee are required for processing
- For After-the Fact (ATF) tree removal/relocation permits, the application and the per tree(s) fee are doubled (2x). The fees listed above are based on voluntary (not ATF) applications
- For relocation only permits, there is no per tree(s) fee charged, only the application and inspection fees
- In order to renew/extend a permit, you will be required to pay the original application fee amount prior to the expiration of the current permit
- For permit and fee exemptions, please refer to Town tree protection ordinance no. 12-151
- **Please be advised that the application and the initial inspection fee are required upon permit application submission and are non-refundable if cancelled, withdrawn, or denied**

**USE THIS TABLE TO CALCULATE YOUR TREE PLANTING REQUIREMENTS OF YOUR
TREE REMOVAL PERMIT**

| Category Replacement Tree | Portion of Impact Area that each replacement Tree compensates for in sq.ft. | Min. size in feet |
|---------------------------------|---|----------------------|
| Hardwood/Shade Tree 1 | 500 | 12' overall |
| Hardwood/Shade Tree 2 | 300 | 8' overall |
| Palm Tree 1 | 300 | 10' clear trunk |
| Palm Tree 2 | 100 | 3' clear trunk |
| Small Tree | 200 | 6' overall height |

You may be required to replant more than one type of tree.



Tree Permit Application



Tree Permitting Program
15150 NW 79 Court
Miami Lakes, Florida 33016
T (305) 364-6100 F (305) 558-9461

FOR DEPARTMENTAL USE ONLY

Updated 10/12

Date Received:

Application Number:

Received By:

Application Fee (other fees may be applicable):

Application Type: ☐ Removal ☐ Relocation ☐ Removal & Relocation ☐ Amendment ☐ Extension

After-the-Fact: ☐ Yes ☐ No

Application must be filled out in its entirety. Please indicate N/A for non-applicable fields.

1. Applicant Information:

Name: _____

Address: _____

_____ Zip Code: _____

Phone #: _____ Fax #: _____

Email: _____

* This should be the applicant/owner's information for contact purposes.

2. Applicant's Authorized Permit Agent:

Agent is allowed to process the application, furnish supplemental information relating to the application and bind the applicant to all requirements of the application/permit document.

Name: _____

Address: _____

_____ Zip Code: _____

Phone #: _____ Fax #: _____

Email: _____

3. Site Location and Description where the proposed activity exists or will occur:

Folio #(s): _____

Site Address: _____

Does intended use of the property require re-zoning or plat? ☐ Yes ☐ No

4. Current Use/Location of Trees (check all that apply):

☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Business ☐ Agricultural ☐ Swale/Right-of-Way ☐ Other

5. Work Description:

Building permit process number (If Applicable): _____

Number and type of tree(s) to be removed, relocated, affected by improper trimming or removed without a permit: _____

Location of the tree(s) stated above: _____

Reason for permit request: _____

Attachments (check all that apply): (e.g. site sketch, plans etc.):

☐ Site Sketch ☐ Plans ☐ Photographs ☐ Arborist Assessment ☐ Tree Survey ☐ Other _____

6. IMPORTANT NOTICE TO APPLICANT:

The written consent of the Property Owner is required for all applications to be considered complete. Your application WILL NOT BE PROCESSED unless the Property Owner consent portion of the application is completed below and notarized. You have the obligation to apprise the Department of any changes to information provided in this application.

Application is hereby made for a Town of Miami Lakes tree permit to authorize the activities described herein. I agree to or affirm the following:

- I possess the authority to authorize the proposed activities at the subject property, and
- I am familiar with the information, data and plans contained in this application, and
- To the best of my knowledge and belief, the information, data and plans submitted are true, complete and accurate, and
- I am authorizing the permit agent listed in Section 2 of this application to process the application, furnish supplemental information, and bind the property owner to all requirements of this application/permit document, and
- I agree to provide access and allow entry to the project site to inspectors and authorized representatives of the Town of Miami Lakes for the purpose of making the preliminary analyses of the site and to monitor permitted activities and adherence to all permit conditions.

A. IF THE APPLICANT IS AN INDIVIDUAL

| | | |
|------------------------|---------------------------------|------|
| | | |
| Signature of Applicant | Print Property Applicant's Name | Date |

B. IF THE APPLICANT IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON

(Examples: Corporation, Partnership, Trust, LLC, LLP, etc.)

| | | |
|---|-----------------------------|-------------------------------------|
| | | |
| Print Name of Applicant (Enter the complete name as registered) | Type (Corp, LLC, LLP, etc.) | State of Registration/Incorporation |

Under the penalty of perjury, I certify that I have the authority to sign this application/permit document on behalf of the Property Owner, to bind the Property Owner, and if so required to authorize the issuance of a bond on behalf of the Property Owner. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach an original Corporate Resolution with all applicable signatures and corporate seal. *****

| | | | |
|--|--|-------|------|
| | | | |
| Signature of Authorized Representative | Print Authorized Representative's Name | Title | Date |

C. IF THE APPLICANT IS A JOINT VENTURE Each party must sign below (If more than two members, list on attached page)

| | | |
|---|-----------------------------|-------------------------------------|
| | | |
| Print Name of Applicant (Enter the complete name as registered) | Type (Corp, LLC, LLP, etc.) | State of Registration/Incorporation |

| | | |
|---|-----------------------------|-------------------------------------|
| | | |
| Print Name of Applicant (Enter the complete name as registered) | Type (Corp, LLC, LLP, etc.) | State of Registration/Incorporation |

Under the penalty of perjury, I certify that I have the authority to sign this application/permit document on behalf of the Property Owner, to bind the Property Owner, and if so required to authorize the issuance of a bond on behalf of the Property Owner. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach an original Corporate Resolution with all applicable signatures and corporate seal. *****

| | | | |
|--|--|-------|------|
| | | | |
| Signature of Authorized Representative | Print Authorized Representative's Name | Title | Date |

| | | | |
|--|--|-------|------|
| | | | |
| Signature of Authorized Representative | Print Authorized Representative's Name | Title | Date |

I/We are the fee simple owner(s) of the real property located at _____
Miami Lakes, Florida, otherwise identified in the public records of Miami-Dade County as Folio No(s). _____ -
_____. I am aware and familiar with the contents of this application for a Town of Miami Lakes tree permit to perform the
work on the subject property, as described in this application. I hereby consent to the work identified in this tree permit application.

– Tree Removal or Relocation on Private Property

Required Forms:

- [Tree Removal, Relocation, and Planting Application \[PDF\]](#)

| Additional Requirements | |
|--|---------------------------------------|
| For Tree Removal: | For Tree Relocation: |
| Tree Disposition Plan | Tree Relocation or Transplanting Plan |
| Tree Mitigation Plan with Calculations | Arborist Report |
| Arborist Report | Survey/Sketch |
| Survey/Sketch | |

| |
|--|
| |
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| |
| |
| |
| |



TREE REMOVAL / RELOCATION APPLICATION

DATE: _____

PERMIT NO. _____

NOTE: Whenever there is a proposed construction which involves the removal of branches >10" in diameter preliminary approval must be obtained through this application process. Applicant must guarantee that they have taken all steps reasonably necessary to preserve existing trees and to otherwise enhance the aesthetic and function of the tree. Applicant must include the 'preliminary approval' for the pruning along with the survey, pictures, and arborist report.

Owner: _____

Address: _____

Job Address: _____

Telephone#: _____

Folio No.: _____

☐ Residential ☐ Commercial

Contractor Contact number(s): _____

I hereby make application for permit to remove, relocate tree(s) from the above described property. (*Attach site plan/survey as appropriate.*) Specify *species* and # of trees and reasons for pruning:

PW-Greenspace Management Division notes:

Hold _____ Denied _____ Approved _____

Approved Subject to _____

INSPECTOR(Print name and sign) _____

Date _____

I understand that if a permit is issued, I am responsible for the supervision and completion of said tree pruning, in accordance with the approved specifications, and in compliance with all applicable codes and ordinances of the City of Coral Gables.

Owner (Print name and sign)

Date

The forgoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 20____ by _____ who has taken an oath and is personally known to me, _____ has produced _____ as identification.

(Signature of Notary Public)

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

Summary of Public Works Permit Process for City Swale Areas:

Three most common scenarios for maintaining grass swale areas are as follows:

Option 1 (Preferred Option): Grass

Maintain grass in swales using proper turfgrass management practices.

- No permit or restrictive covenant is required.

Option 2: Swale Plantings

Residents may plant up to 100% of the swale area with low groundcover plants to be maintained at a maximum height of 30" from grade, with an approved Public Works permit for swale planting.

- Public Works Permit is required - No Permit Fee.* (County and State roads have additional requirements.)
- Restrictive Covenant Agreement is required.

Option 3: Swale Plantings and Decorative Crushed Stone

In locations where proper turfgrass management is not feasible, such as in heavy shaded areas, or areas where there is excessive vehicle parking, decorative crushed stone and low landscape plants can be allowed with an approved Public Works permit, a Restrictive Covenant Agreement, and a Certificate of Liability Insurance naming the City of Coral Gables as an additional insured.

Crushed stone can be used as a border material at the edge of roads where car traffic damages plantings and will be reviewed on a case-by-case basis.

- Public Works Permit is required - No Permit Fee.* (County and State roads have additional requirements.)
- Restrictive Covenant Agreement is required.
- Certificate of Liability Insurance naming the City of Coral Gables as an additional insured is required.

* Layout Plan Requirement for Permit Application:

A sketch or plan of the proposed layout is required as part of the Public Works Permit application for Option 2 and Option 3 above. Sketches and plans can be hand drawn or computer drawn. The following are some examples of potential sketch or plan options:

1. Use a copy of an existing property survey to draw by hand or computer the proposed layout with dimensions and materials indicated.
2. Modify by hand or computer the sample alternative swale diagrams provided as part of this informational package to show the proposed layout with dimensions and materials indicated.
3. Print a photograph of the swale on 8.5x11 copy paper and mark the layout, dimensions, and proposed materials by hand or by computer on the photograph.
4. Use upside down marking spray paint to mark your proposed layout on the exiting ground/grass in your swale area and then take photographs of the swale area with the painted lines. Print the photographs on 8.5x11 copy paper and mark the dimensions and proposed materials by hand or by computer.

Option 4: Public Works Enroachment Review for All Other Scenarios

In locations where extensive landscape is being proposed or other factors require additional review or considerations, the applicant must submit an application to the Public Works Department for review of the proposal.

- Application Required - Reviewing Fee \$200 (Ordinance No. 2981)
- Public Works Permit is required - Permit fees typically apply.
- Restrictive Covenant Agreement is typically required.
- Certificate of Liability Insurance naming the City of Coral Gables as an additional insured is typically required.

Swale Planting

Growing Turfgrass in the Swale:

- **Sod type** - use shade tolerant grass such as Palmetto St. Augustine.
- **Mowing** - increase the mowing height to 3"-4" - for most rotary mowers use the highest setting. Also keep the mower blades sharp and well adjusted for a clean cut. No more than one third of the leaf blades should be removed with any mowing
- **Irrigation** - water on an "as-needed" basis (when leaf blades begin to fold up, wilt or when footprints remain visible after walking on the grass). Apply 1/2 inch to 3/4 inch of water per application. Also, make sure to water only on Wednesdays and Saturdays for odd addresses and Thursdays and Sundays for even address (after 5pm and before 10am)
- **Avoid parking** on the grass if possible. If not possible, then try not to park in the same spot each time. Alternating parking locations reduces tire damage and heat engine damage to the grass.
- **Pest Management** - be familiar with the signs and how to treat the number one pest of St. Augustine sod - the chinch bug.
- **Fertilization** - fertilize once or twice a year with a slow release fertilizer such as polymer coated 11-2-11. Or if palms are also in the swale use a slow release polymer coated 8-2-12.
- **Aeration** - soil compaction can be alleviated by loosening up the soil which allows more oxygen to reach the roots. Ponding water is the #1 sign of poor aeration. Aeration can be done by tilling up the soil before planting or by poking/drilling holes into the soil of the existing grass. In areas with particularly heavy compaction or a buildup of a thick sediment layer from water ponding, it is sometimes necessary to carefully remove the top few inches of soil, being careful to not damage the tree roots, and replace the topsoil with a free-draining soil mix composed of 70% silica sand and 30% muck.
- **Planting:**

A Public Works Swale Planting Permit for planting other than plain grass is required and is useful in areas where conditions are impractical for growing grass such as deep shade or locations with heavy parking issues. A property owner may apply for a Public Works Swale Planting Permit to plant up to 100% of the swale area with low growing groundcover plants. See a list of suggested plants on the following page. Other plant species that can be maintained at 30" max height will be considered during the plan review process.

For additional information refer to the following:

"Growing Turfgrass in the Shade" <http://edis.ifas.ufl.edu/ep072>

"Minimizing Traffic Damage to Your Florida Lawn"
<http://edis.ifas.ufl.edu/EP071>



Alternative Swale Planting

Swale planting can be comprised of a combination of low growing plant types in the swale. When planting 100% of the swale, plantings must extend fully from the sidewalk (or property line where no sidewalk exists) to the edge of the road. Creating a hedge along the road or sidewalk is not permitted. Plants must be maintained at a maximum 30" height or lower for visibility.

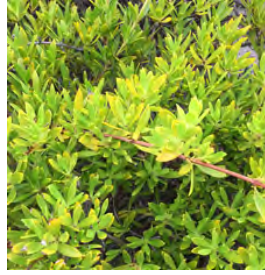
The following plants are suggested species for swale planting; however other appropriate species may be approved during the permit process.

SUGGESTED PLANTS FOR SWALES:

NATIVES:



Dune Sunflower
Helianthus debilis



Beach Creeper
Ernodea littoralis



Spider Lily
Hymenocallis latifolia



Boston Fern
Nephrolepis exaltata



Peperomia
Peperomia obtusifolia



Blue Porterweed
Stachytarpheta urticifolia



Yellow Lantana
Lantana depressa



Sunshine Mimosa
Mimosa strigillosa



Indian Blanket Flower
Gaillardia pulchella



Frogfruit
Phyla nodiflora

NON-NATIVES:



Green/Variegated Liriope
Liriope muscari



Flax Lily
Dianella tasmanica



Burle Marx Philodendron
Philodendron 'Burle Marx'



Wart Fern
Microsorium scolopendrium



Red Congo
Philodendron 'Rojo Congo'



Perennial Peanut
Arachis glabrata



Mondo Grass
Ophiopogon japonicus



Asiatic Jasmine
Trachelospermum asiaticum



Purple Queen
Tradescantia pallida

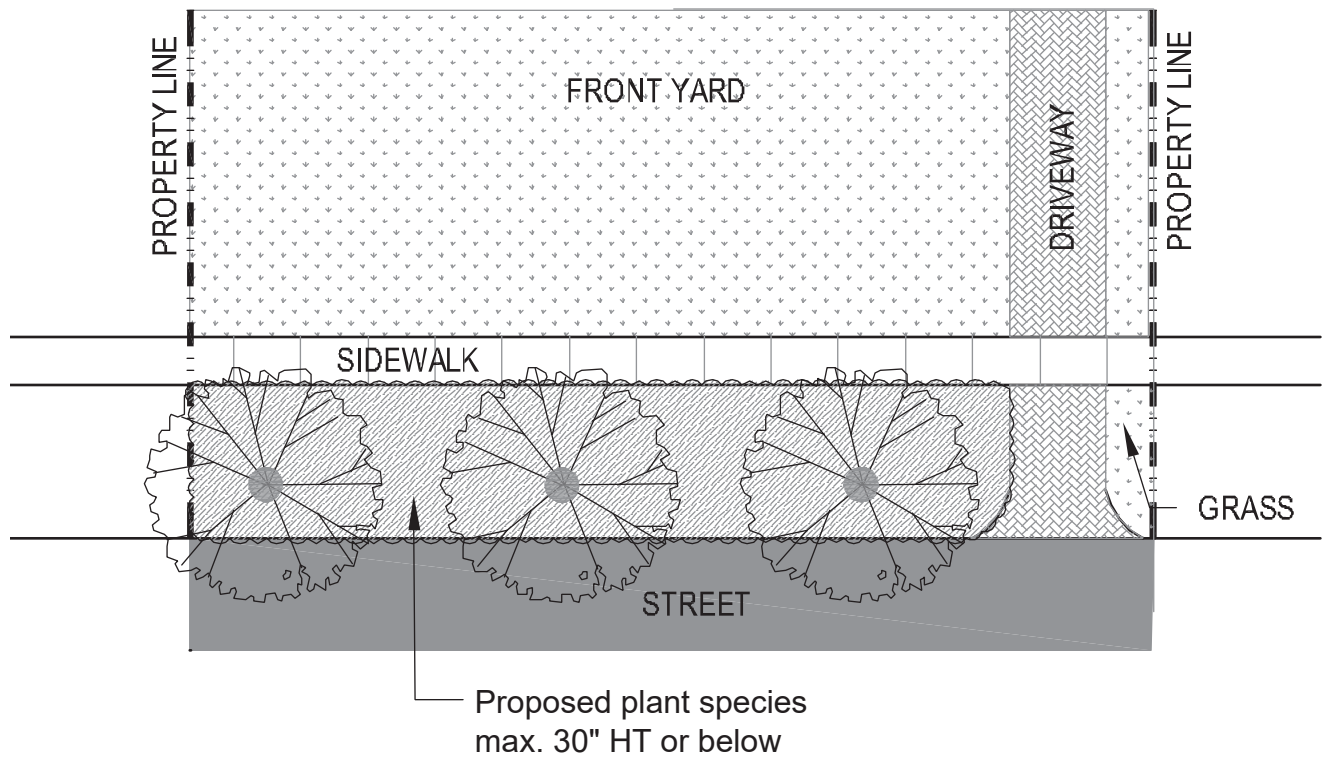


Pentas
Pentas lanceolata

Note: If you have visible roots, recommended species are Wart Fern and Philodendron 'Burle Marx'.
If you have Banyan Trees, use Philodendron 'Rojo Congo'.

Alternative Swale Planting

Sample Layouts



Alternative Swale Options

CRUSHED STONE OR SHELL AND PLANTING

NOTE: If crushed stone or shell is used, plantings around trees is Required - See "Swale Planting" for options.

Residents have the option to cover part of their swale with an approved crushed stone or shell. They must complete a Public Works Swale Planting Permit Application. Figures 1-3 of this package show some sample configurations of these areas. Each property is unique, so these guidelines should be used to draw a specific plan to be reviewed for permitting. The Details are organized according to the width (distance between street and sidewalk) of the swale area.

Swale plantings around trees will be required for all decorative crushed stone or shell installations and must extend from the sidewalk to the edge of the road. Crushed stone can be used as a border material at the edge of roads where car traffic damages plantings and will be reviewed on a case-by-case basis. The crushed stone material allowed is limited to the three options below.

APPROVED CRUSHED STONE OR SHELL



Granite
3/8"



Oolite (Limestone)
2/1 oolite fine to rice rock



Coquina Shells
Florida Seashell Small

Sample installations of these materials can be viewed at the Coral Gables Public Library at 3443 Segovia Street (On the University Drive side)

PERMIT APPLICATION PROCESS

Step 1: Applicant submits a Public Works Swale Planting Permit. The applications can be uploaded digitally through the digital plan review system, to include the application with proposed alternative swale materials and proposed layout, with the restrictive covenant signed and executed through the city attorney's office.

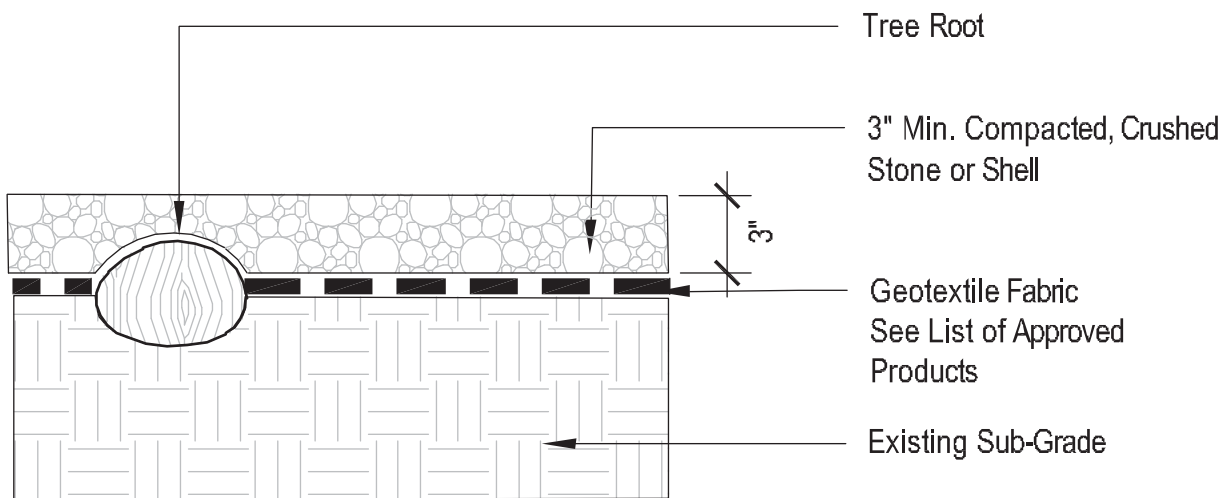
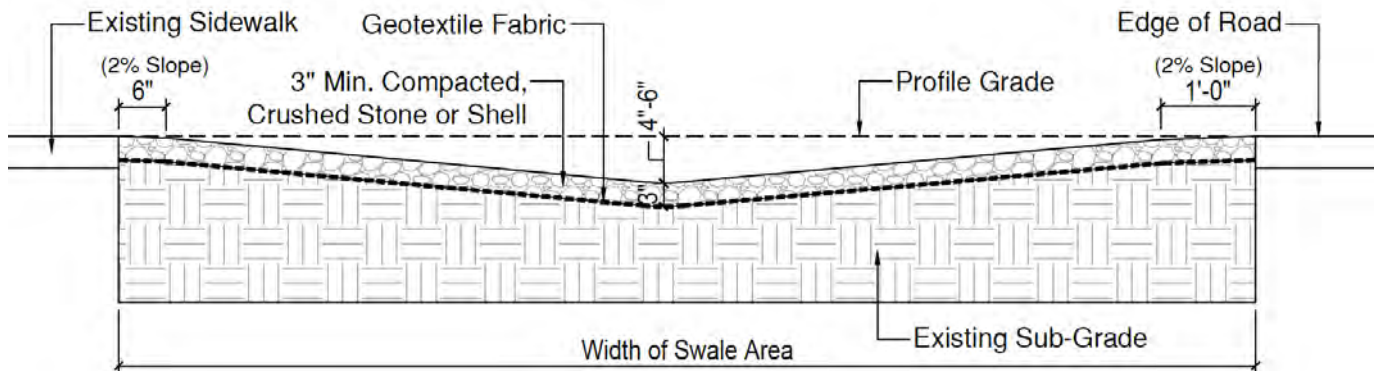
Step 2: Public Works Staff Reviews and Processes Permit.

Conditions of all Public Works Encroachments in Right of Way Permits:

The adjacent property owner maintains the encroachment in good repair at all times and at the owner's expense. The City of Coral Gables reserves the right to remove, add, maintain or have the owner remove any of the improvements within the right-of-way. The owner executes a Hold Harmless Restrictive Covenant Agreement through the city attorney's office as part of the application.

Alternative Swale Options

Installation Detail for Crushed Stone/Shell



NOTE: WHERE TREE ROOTS ARE VISIBLE ABOVE GROUND, GEOTEXTILE FABRIC SHALL BE CUT TO EXPOSE ROOTS, BUT STONE/SHELL MAY COVER ROOTS.

Filter Geotextile shall be a minimum 6-ounces per square yard (nominal) nonwoven needle punched synthetic fabric consisting of staple or continuous filament polyester or polypropylene manufactured. Geotextile shall be inert and unaffected by long-term exposure to chemicals or liquids with pH range from 3 to 10.

Filter Geotextile shall have a Survivability Class 1, 2 or 3 in accordance with AASHTO M288. Installation must follow fabricant instructions.

Listed Below are some of the Manufacturers of Products that meet these requirements.

TenCrate Miralfi - N-Series - 160 N

Us, Fabrics Inc. - US 200

Propex Geotextile Systems - GEOTEX 1001

Fiberweb - TYPAR 3501

Fibertex Geotextiles - F-25

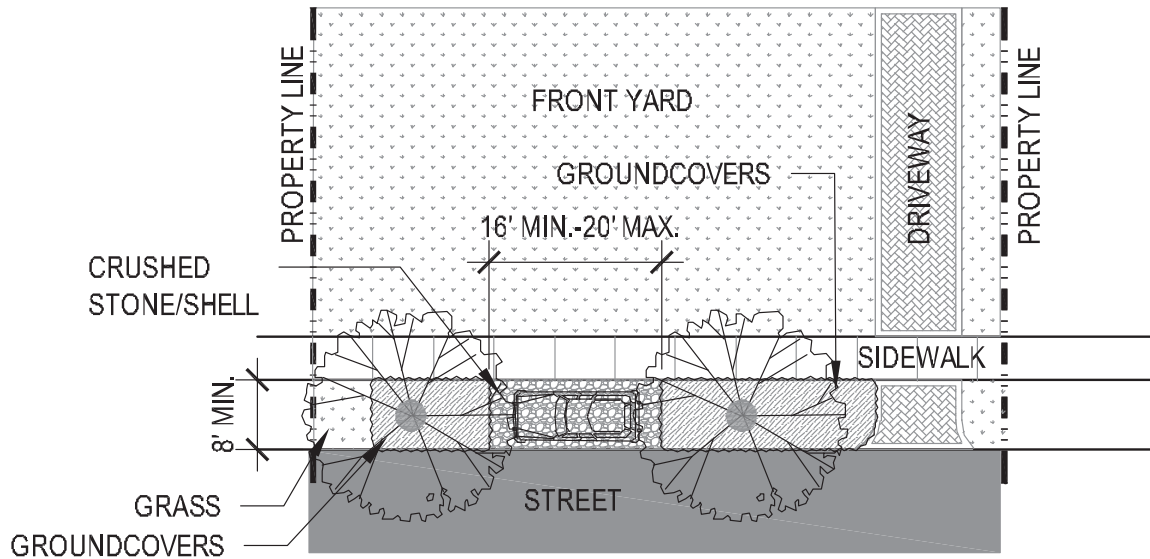
Granite Environmental - 6 oz. Non-Woven

Alternative Swale Options

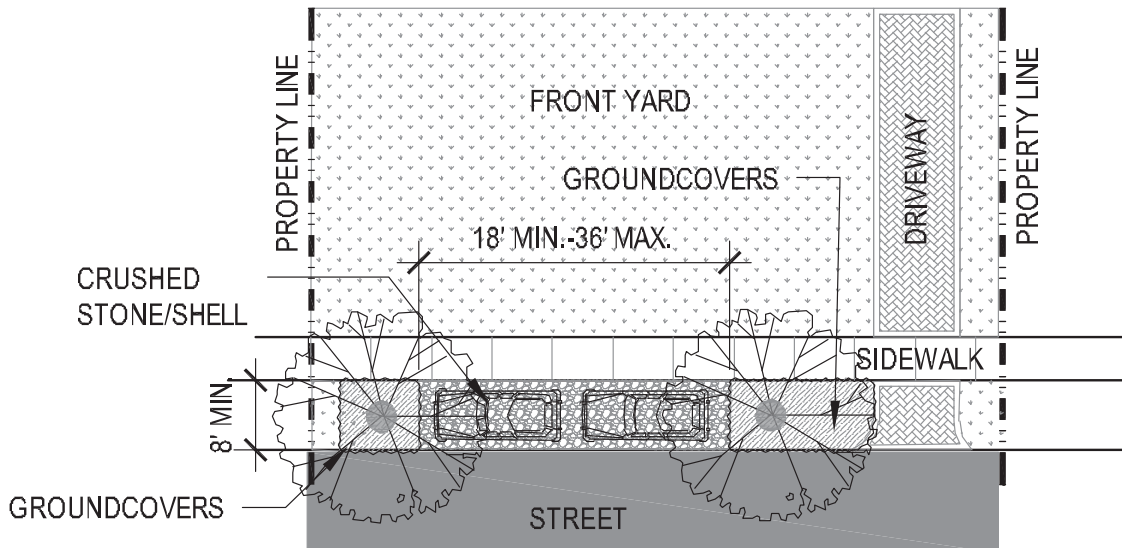
Sample Layouts

8 FOOT WIDE SWALE

(distance from sidewalk to street)



Single Family Home



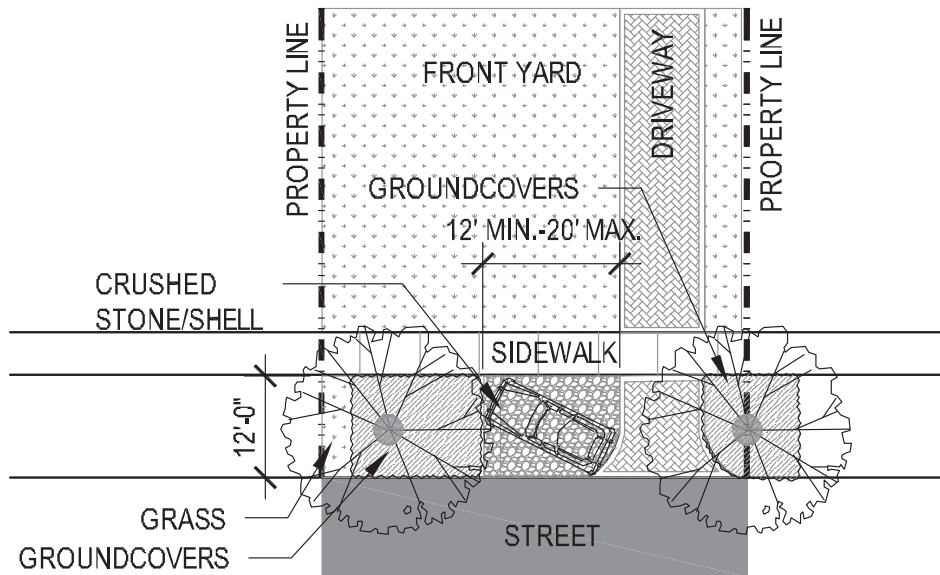
Multi Family Homes and Commercial Properties

Alternative Swale Options

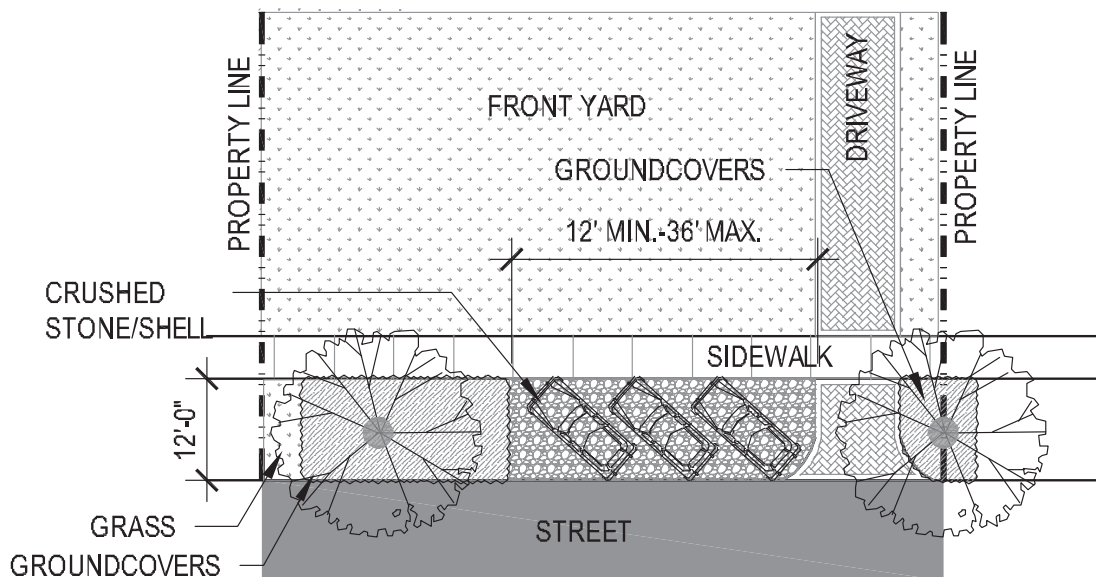
Sample Layouts

12 FOOT WIDE SWALE

(distance from sidewalk to street)



Single Family Home



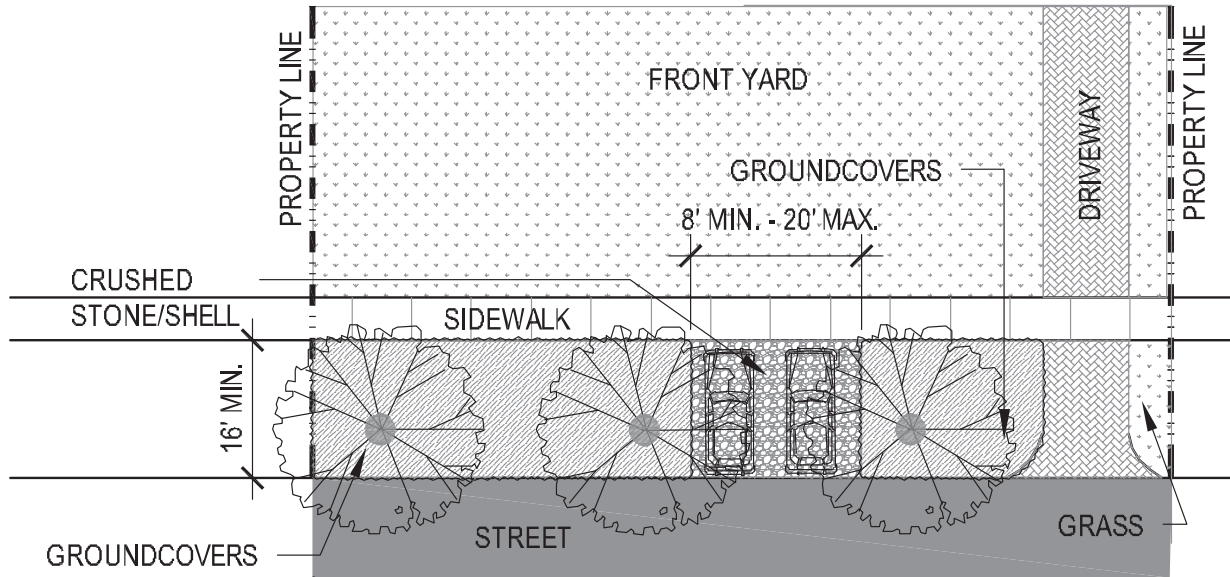
Multi Family Homes and Commercial Properties

Alternative Swale Options

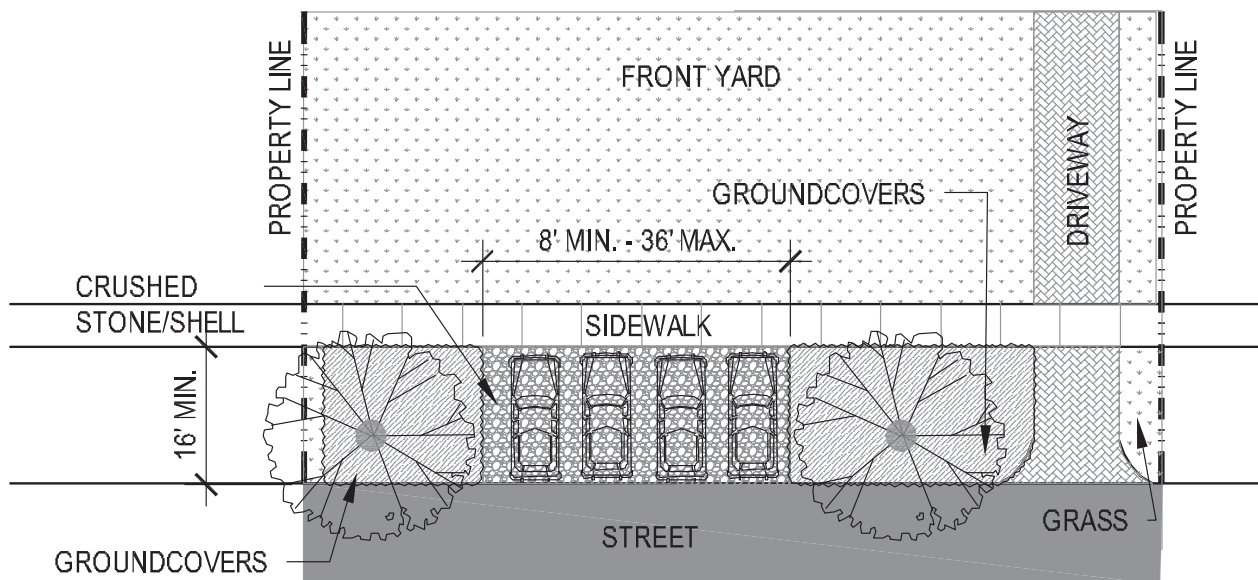
Sample Layouts

16 FOOT WIDE SWALE

(distance from sidewalk to street)



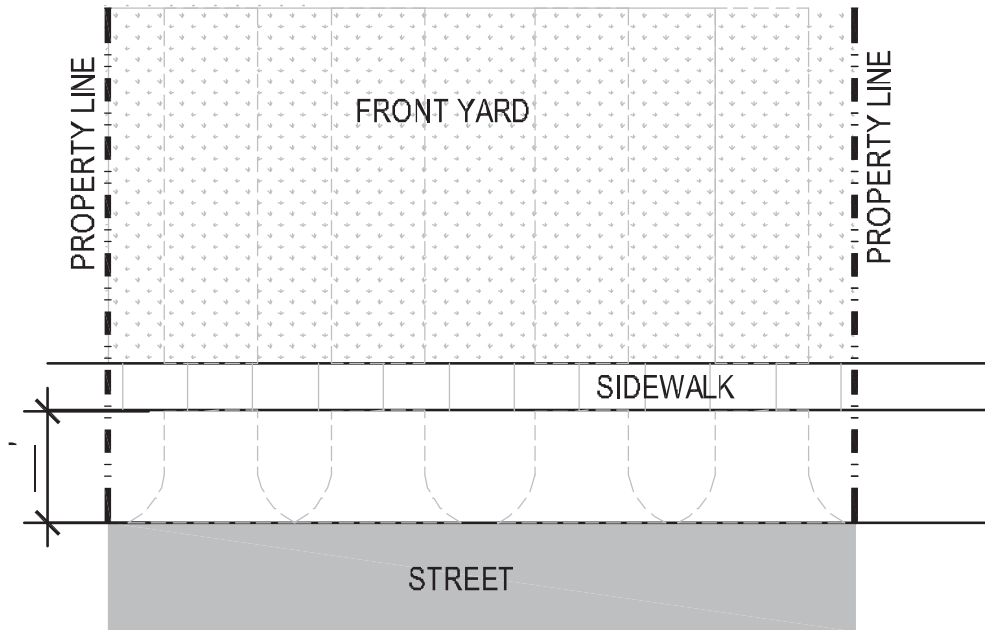
Single Family Home



Multi Family Homes and Commercial Properties

Alternative Swale Layout Worksheet

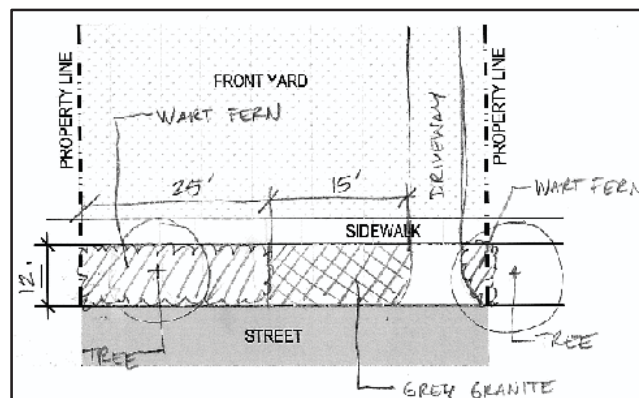
IN ADDITION TO THE APPLICATION, EACH HOMEOWNER IS ASKED TO COMPLETE THE DRAWING BELOW TO SHOW WHAT ALTERNATIVE TREATMENT THEY ARE PROPOSING FOR THEIR PROPERTY.



Show the following items on the drawing above:

See example below for how to show the items listed

- ☐ Location of Driveway - Choose one of the dashed locations and darken
- ☐ Width of Swale - Distance between sidewalk and street - write into the dimension line shown on the left.
- ☐ Locations of any trees in the swale
- ☐ Location of proposed crushed rock/shell and dimensions
- ☐ Location of proposed groundcovers and dimensions



SAMPLE

The City of Coral Gables

PUBLIC WORKS

2800 SW 72 Avenue, Miami, Florida 33155

Tel: 305.460.5025 / 305.460.5026

Email: pwpermits@coralgables.com

PERMIT APPLICATION

CONTACT PERSON/PHONE NO.

EMAIL:

DATE:

SQ FT.:

EST. COST:

PW PERMIT #:

ALL OF THE FOLLOWING MUST BE FILLED IN BY APPLICANT ACCORDING TO FS 713.35

OWNER NAME/PHONE NO.

CONTRACTOR NAME:

LICENSE NUMBER:

PHONE NO.:

CONTRACTOR ADDRESS:

CITY:

STATE:

ZIP CODE:

SITE ADDRESS:

WORK DESCRIPTION:

The undersigned affirms that the applicant is familiar and agrees to conform to the standard specification of the City of Coral Gables and all regulations of the Department of Public Works concerning work to be performed in the public right-of-way.

OWNER'S AFFIDAVIT: I certified that all foregoing information is accurate and that all work be done in compliance with all applicable laws regulating construction and zoning.

Print Name: OWNER

Print Name: NAME QUALIFIER/CONTRACTOR

Address:

Address:

Signature: OWNER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of 20 by who has taken an oath and is personally known to me, has produced as identification.

Signature: QUALIFIER/CONTRACTOR

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of 20 by who has taken an oath and is personally known to me, has produced as identification.

(Signature of Notary Public - State of Florida)
Print, Type or Stamp Commissioned Name of Notary Public

(Signature of Notary Public - State of Florida)
Print, Type or Stamp Commissioned Name of Notary Public

CONSTRUCTION ON THE RIGHT-OF-WAY

DATE: _____

JOB LOCATION: _____

PROPOSED DATE
OF CONSTRUCTION: _____

PROPOSED DATE
OF COMPLETION: _____

SKETCH OF PROPOSED CONSTRUCTION

THE FOLLOWING MUST BE SUBMITTED, WHEN APPLICABLE WITH THE PERMIT APPLICATION

PERMIT:

Contractor must provide the following:

1. Certificate of insurance naming the City of Coral Gables as additional insured and certificate holder:

City of Coral Gables
Labor Relations and Risk Management
2151 Salzedo Street
Coral Gables, FL 33134
2. Site Specific maintenance of traffic plan (vehicular or pedestrian).
3. Contractor shall take before and after photos (or videos) of the project area and its vicinity to ensure proper restoration upon completion. Photos (or videos) shall be provided to Public Works staff upon request. Contractor will be responsible for the repair of all damages adjacent to their work area.

COASTAL:

1. For coastal permits the bond payment must be paid by the coastal contractors.
2. Coastal permits only issued to marine contractors.

SIDEWALK:

1. New Sidewalk must be 4" thick, at the approach sidewalk must be 6" thick with wire mesh.
2. Color must be "Coral Gables beige Lambert/Scofield" as per City's Specifications

Approved Concrete Vendors:

- Aronel Concrete
- Amanalto Concrete
- Barreiro Concrete
- Cemex Concrete
- South Florida Concrete
- Supermix
- Quickcrete Ready Mix
- Tarmac
- Central Supermix
- Superior Mix Concrete
- Interstar

City of Coral Gables Code

Sec. 62-88. - Bond or liability insurance by permittee.

Before any permit shall be issued under this division, the applicant shall furnish to the city evidence that the applicant is carrying public liability insurance, with the city named as an additional insured, with bodily injury liability limits of \$500,000.00 for each person, \$500,000.00 for each occurrence, and property damage liability limits of \$250,000.00 for each occurrence, or bodily injury liability and/or property damage liability, single limit of \$500,000.00 for each occurrence. No permit shall be issued to any applicant to perform work on, or cut into, the public right-of-way until a deposit has been made in a sufficient amount to the city to insure the repairs requested by the applicant, and such amount shall be determined by the director of public works; but in any event, the minimum amount of such bond shall be \$150.00, and maximum amount of such bond shall be 125 percent of the cost of proper restoration of the public right-of-way, the bond being to guarantee compliance with terms of the permit and to be in force for at least six months after the approved completion date of the work.

(Code 1958, § 28-33; Code 1991, § 22-113; Code 2006, § 62-65)

PLEASE READ CAREFULLY
INSTRUCTIONS FOR FILING
RESTRICTIVE COVENANTS & UNITIES OF TITLE

REQUIREMENTS FOR RESTRICTIVE COVENANTS:

1. The City of Coral Gables must be provided with one (1) original copy of the Restrictive Covenant. All blanks must be filled in and may be printed neatly or typewritten. Restrictive Covenants that are not legible will not be accepted by the City. Photocopies of any required seals or signatures will not be accepted.
2. The original document must have a 3-inch by 3-inch space at the top right hand corner on the first page and a 1-inch by 3-inch space at the top right hand corner on each subsequent page for the Clerk's official use. *See* Fla. Stat. § 695.26(1)(e). A blank cover page must be attached to all documents **not** providing this space and a charge of \$8.50 for the additional page will be assessed. This charge, moreover, applies to each additional page.
3. Covenants must be properly witnessed and notarized.
4. The **legal description must be accurate** and must include the appropriate Plat Book and page number.
5. The blank space provided for section (2) of the General Restrictive Covenant should be filled in with the restrictions being placed on the property.
6. **The Restrictive Covenant must be prepared by an individual person. Additionally, the first page of the Restrictive Covenant must contain the preparer's name, address, and phone number. For Example:**

Prepared by: John Doe
123 Main Street
Coral Gables, FL 33134
Tel No. _____
7. A **money order or cashier's check** for the purpose of recording the Restrictive Covenant is required and should be made payable to the "**City of Coral Gables**" and must accompany the Restrictive Covenant. If any additional pages are added to the Restrictive Covenant such as a blank page or a lengthy legal description, please calculate the recording fee accordingly. **The fee for a one-page Restrictive Covenant is \$13.00 and each additional page is \$8.50. If printed double sided the cost will be the same, each side counts as one page.**
8. **Each Restrictive Covenant must be signed by all property owners as shown on the property deed and the tax rolls. In the event the property is owned by a corporation, then one (1) of the officers of the corporation must sign the Restrictive Covenant, and the Restrictive Covenant must be embossed with the corporate seal.**

REQUIREMENTS FOR UNITIES OF TITLE:

There are two Unity of Title forms. Use the two-page form, if there is no Mortgage on the property. If there is a Mortgage, please use the three-page form, with the third page to be completed by the Lender.

The fee for a Unity of Title two-page document is \$21.50, three-page document \$30.00

The City of Coral Gables must be provided with the following:

1. One (1) original of the Unity of Title Restrictive Covenant is required, which shall be considered a one-page covenant for the purposes of the recording fee unless additional pages are added such as a blank cover page (as outlined in part 2 above) or if the legal description carries over to a second page.
2. One (1) copy of the recorded warranty deed with the Miami-Dade County Clerk's File Number and O.R. Book/Page shown clearly in the upper left hand corner of the deed should be submitted along with the Unity of Title Restrictive Covenant.
3. Each Unity of Title must be signed by all property owners as shown on the property deed and the tax rolls. In the event the property is owned by a corporation, then one (1) of the officers of the corporation must sign the Unity of Title, and the Unity of Title must be embossed with the corporate seal.

◆THIS COVER SHEET MUST BE PROVIDED WITH ALL INSURANCE DOCUMENTS◆

| <p>Encroachment & Restrictive Covenant Agreements</p> <p align="center">Cover Sheet</p> <p align="center">For</p> <p>Evidencing Insurance to the City of Coral Gables</p> | <p>Legal Name of (Individual or Company) executing agreement: _____</p> <p>Insurance is being submitted for a Commercial Property (circle one): YES or NO Insurance is being submitted for a Residential Property (circle one): YES or NO</p> <p>Without limiting "OWNER" and/or "TENANT" indemnification obligation of the CITY, and during the term of this Agreement, "OWNER" and/or "TENANT" shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the "CITY" and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the "CITY". Certificates or other evidence of coverage shall be delivered via email, fax or US mail to;</p> <div style="display: flex; justify-content: space-between;"> <div> <p>Certificate Holder should read:</p> <p>Email address: cityofcoralgables@ebix.com</p> </div> <div> <p>City of Coral Gables Insurance Compliance PO Box 100085-CE Duluth, GA 30096</p> </div> </div> <p>Such certificates or other evidence of coverage shall be delivered prior to the approval of this Agreement, and shall contain the express condition that the "CITY" is to be given written notice of at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.</p> | | | | |
|---|--|--------------------------------|------------------------------------|------------------------------|--|
| <p>Insurance Requirements</p> <p align="center">For</p> <p>Commercial Properties</p> | <p>Commercial Properties are required to evidence the following Insurance to the City;</p> <table border="0"> <thead> <tr> <th><u>Insurance Coverage Type</u></th><th><u>Limit of Liability Required</u></th></tr> </thead> <tbody> <tr> <td>Commercial General Liability</td><td>Each Occurrence \$1,000,000 Aggregate \$2,000,000</td></tr> </tbody> </table> <ul style="list-style-type: none"> • All insurance policies evidenced to the City shall name the City of Coral Gables as an Additional Insured on a Primary and Non-contributory basis. • All insurance policies evidenced to the City shall contain A Waiver of Subrogation Endorsement in favor of the City of Coral Gables. • All insurance companies providing coverage must have an A.M. Best rating of at least (A-/VI) or an equivalent rating given by a recognized rating agency. <p>When evidencing insurance to the City, the following documents must be provided;</p> <ol style="list-style-type: none"> 1. This Cover Sheet with all of the questions above answered. 2. A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured on a primary and non-contributory basis including a Waiver of Subrogation in favor of the City. 3. A copy of the Endorsements evidencing that Additional Insured status has been provided to the City and that this coverage has been provided on a Primary & Non-Contributory Basis. 4. A copy of the Waiver of Subrogation Endorsements for each line of coverage required. | <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | Commercial General Liability | Each Occurrence \$1,000,000 Aggregate \$2,000,000 |
| <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | | | | |
| Commercial General Liability | Each Occurrence \$1,000,000 Aggregate \$2,000,000 | | | | |
| <p>Insurance Requirements</p> <p align="center">For</p> <p>Residential Properties</p> | <p>Residential Properties are required to evidence the following Insurance to the City;</p> <table border="0"> <thead> <tr> <th><u>Insurance Coverage Type</u></th><th><u>Limit of Liability Required</u></th></tr> </thead> <tbody> <tr> <td>Personal Liability Insurance</td><td>Each Occurrence \$300,000</td></tr> </tbody> </table> <p>Individuals evidencing insurance must provide the following documents to the City;</p> <ol style="list-style-type: none"> 1. This Cover Sheet with all of the questions above answered. 2. A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured. <p>City of Coral Gables Insurance Compliance Contact Information Phone: (951) 652-2883 • Fax: (770) 325-0417 • Email: cityofcoralgables@ebix.com</p> | <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | Personal Liability Insurance | Each Occurrence \$300,000 |
| <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | | | | |
| Personal Liability Insurance | Each Occurrence \$300,000 | | | | |

OWNER(S): _____

The Above Blank Space Is for Recording Purposes.

☐ **COMMERCIAL (check if applicable)**

☐ **RESIDENTIAL (check if applicable)**

PROPERTY OWNER'S ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20__, by and between _____, whose mailing address is _____, hereinafter referred to as "OWNER", and the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, OWNER is/are the fee simple owner(s) of certain real property located within the City of Coral Gables, Miami Dade County, Florida with a property address of _____ Coral Gables, Florida and more particularly described as (insert the full legal description for the property as maintained by the Miami-Dade County Property Appraiser's Office. See www.miamidade.gov for more information):

WHEREAS, OWNER'S property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley, or other such right-of-way; and

WHEREAS, OWNER desires to place, construct, install, and/or maintain upon CITY's right-of-way, sidewalk, swale, alley, or other such right-of-way the following (place an X next to the type of encroachment):

_____ **Special driveway approach(es) (type):** _____

_____ **Sign(s)**

_____ **Canvas canopy(ies) or awning(s)**

_____ **Landscaping**

_____ **Irrigation system**

_____ **Tables, chairs, umbrellas, heaters (describe the item to be placed as well as the day(s) of the week and hour(s) of the day of such placement):**

_____ **Electrical (describe):** _____

_____ **Other (describe):** _____

_____, thereby,
encroaching into the City's right-of-way, sidewalk, swale, alley, or other such right-of-way; and

WHEREAS, the CITY is willing to allow OWNER to encroach into CITY's right-of-way, sidewalk, swale area, or other such right-of-way without prejudice to the CITY's right to have the encroachment removed at the OWNER's sole expense; and

WHEREAS, OWNER understands that at any time the CITY may require OWNER to remove the aforesaid encroachment from the CITY right-of-way, sidewalk, swale area, or other such right-of-way.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and as further consideration for the CITY approving OWNER's request to encroach upon CITY's right-of-way, sidewalk, swale area, or other such right-of-way, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

2. The CITY hereby grants permission for the above-described encroachment upon the City's right-of-way, sidewalk swale area, or other such right-of-way provided that said encroachment shall be in accordance with plans and specifications on file or to be filed with and approved by the CITY.
3. At any time, the CITY may require either the permanent or temporary removal of said encroachment and OWNER for himself/herself as well as their successors in interest agree that at such time as the CITY requires temporary or permanent removal of the aforesaid encroachment, OWNER will do so promptly and at their own expense. OWNER further agrees that if he/she/they should fail to remove the encroachment within thirty (30) days after the CITY mails a written request to OWNER requiring removal of the encroachment, then the CITY may remove the aforesaid encroachment and impose the cost of said removal as a special assessment lien against the Property — such special assessment lien shall be in parity or coequal with the lien of all state, county, district and city taxes, and superior in dignity to all other liens, titles, encumbrances, and claims. In the event of an emergency, the CITY shall have the right to remove the encroachment without notice to OWNER and without any obligation or liability to OWNER for damage to the encroachment.
4. To the fullest extent permitted by Laws and Regulations, OWNER hereby agree(s) to defend, indemnify, and hold harmless the CITY and its commissioners, directors, attorneys, appointed officials, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of OWNER or any person, employee, agent, or third party acting on OWNER's behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable).
5. In any and all claims against the CITY or any of its consultants, agents, or employees by any employee of OWNER or any employee of any person, employee, agent, or third party acting on OWNER's behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable), the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for OWNER or by or for any person, employee, agent, or third party acting on OWNER's behalf (including contractors, subcontractors, or other persons or organizations directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability or to waive any immunity established by Florida Statutes, case law, or any other source of law. This indemnification provision shall survive the termination of any CITY permit or Agreement with the CITY, however terminated. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity in Section 768.28, Florida Statutes. Inclusive in this Indemnity provision is the agreement to fully indemnify the City of Coral Gables from any claims or actions alleged

to have been caused by the CITY's acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.

6. For the purposes of this Agreement, OWNER shall obtain insurance policies — naming the CITY as an additional insured on a primary and non-contributory basis — that comply with the current version of the City of Coral Gables Insurance Requirements for Encroachment & Restrictive Covenant Agreements and OWNER shall evidence this insurance to the Risk Management Division of the City of Coral Gables in accordance with the parameters and instructions outlined within the current version of the City of Coral Gables Insurance Requirements for Encroachment & Restrictive Covenant Agreements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of the Risk Management Division. Moreover, said insurance shall be maintained until the encroachment is removed and failure to maintain such insurance shall constitute a material breach of this Agreement that may result in the City requiring removal of the encroachment at OWNER's sole expense.
7. All individuals signing this Agreement have the legal authority and capacity to enter into this General Encroachment & Restrictive Covenant Agreement.
8. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are fully complied with.
9. This Agreement shall be recorded at OWNER's sole expense and shall inure to the benefit of and be binding upon OWNER's successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an interest thereunder, and this Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the above-property and shall constitute a covenant running with the land.
10. In the event the terms of this Agreement are not being complied with, in addition to other remedies available, the CITY is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Agreement.
11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all applicable and duly adopted ordinances, regulations, and policies of Miami-Dade County and the CITY now in effect and those hereinafter adopted.
12. The location for settlement of any claims, controversies, disputes, arising out of or relating, directly or indirectly, to any part of this Agreement or any breach hereof, shall be in Miami-Dade County, Florida.
13. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to enforce this Agreement.
14. CITY, shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement as well as recovery of

any and all costs and expenses sustained or incurred by CITY in obtaining such an injunction including, without limitation, reasonable attorney's fees.

15. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions contained herein shall be made by the Parties in writing.
16. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

AS TO OWNER(S):

Signature

Signature

Print Name & Title (if applicable)

Print Name & Title (if applicable)

Notarization of Owner's/Owners' Execution

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 20____, by _____, who is personally known to me or has produced a _____ as identification.

My Commission Expires:

Notary Public, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Miriam Soler Ramos, City Attorney
Cristina M. Suárez, Deputy City Attorney
Stephanie M. Throckmorton, Assistant City Attorney
Gustavo J. Ceballos, Assistant City Attorney
Naomi Levi Garcia, Assistant City Attorney

*A new online system called Interactive Notice of Intent (iNOI) is now available to the public. Applicants that use iNOI can complete, save, edit, pay for (using a credit card) and submit NPDES Stormwater applications online. The use of iNOI is encouraged but voluntary. Applicants can still submit paper notices. iNOI is available at www.dep.state.fl.us/water/stormwater/npdes/

5. If you complete a paper NOI, submit it along with the application fee, as indicated below, to the NPDES Stormwater Notices Center. Authorization is usually granted 48 hours after the date the complete NOI is post-marked to the Notices Center.

The fee is required by Rule 62-4.050(4)(d), F.A.C.. Make checks payable to the Florida Department of Environmental Protection.

Large Construction (disturbs 5 or more acres of land) is \$400.

Small Construction (disturbs between 1 and 5 acres) is \$250.

6. Re-apply for coverage every five years (if the construction activity extends beyond a 5-year period) or submit an NOT to terminate coverage.

Where Can I Find More Information?

DEP's Web site provides more information on program - coverage and requirements, useful Web links, and electronic - versions of the CGP, all regulations and forms cited herein, - and SWPPP guidance. In addition, the NPDES Stormwater - Notices Center provides hardcopies of permits and forms. -

NPDES Stormwater Section

Florida Department of Environmental Protection -
2600 Blair Stone Road, MS #2500 -
Tallahassee, FL 32399-2400 -
(850) 245-7522 -
Email NPDES-stormwater@dep.state.fl.us -

iNOI

www.dep.state.fl.us/water/stormwater/npdes

NPDES Stormwater Notices Center

Florida Department of Environmental Protection -
2600 Blair Stone Road, MS #2510 -
Tallahassee, FL 32399-2400 -
(866) 336-6312 (toll free) or (850) 297-1232



Florida Department of Environmental Protection
NPDES Stormwater Section
2600 Blair Stone Road, MS #2500
Tallahassee, FL 32399-2400

The Florida NPDES Stormwater Permitting Program for

Construction Activity





What is Florida's NPDES Stormwater Permitting Program for Construction Activity?

In October 2000, the U.S. Environmental Protection Agency (EPA) authorized the Florida Department of Environmental Protection (DEP) to implement the National Pollutant Discharge Elimination System (NPDES) stormwater permitting program in the State of Florida (with the exception of Indian Country lands). The program regulates point source discharges of stormwater runoff from certain construction sites and was developed by EPA in two phases: Phase I regulates "large" construction activity (disturbing 5 or more acres of total land area) and Phase II regulates "small" construction activity (disturbing between 1 and 5 acres of total land area).

The "operator" (i.e., the entity that owns or operates the project and has authority to ensure compliance) of regulated construction sites must obtain an NPDES stormwater permit and implement appropriate pollution prevention techniques to minimize erosion and sedimentation and properly manage stormwater. DEP adopted under Rule 62-621.300(4), F.A.C., the **Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)** (DEP Document 62-621.300(4)(a)) which is applicable to Phase I large construction and Phase II small construction.

It is important to note that the permit required under DEP's NPDES Stormwater permitting program is separate from the Environmental Resource Permit (ERP) required under Part IV, Chapter 373, F.S., a stormwater discharge permit required under Chapter 62-25, F.A.C., or any local government's stormwater discharge permit for construction activity.

Which Construction Activities Are Regulated Under The Program?

DEP's permitting program regulates construction activity that meets the following criteria:

- - Contributes stormwater discharges to surface waters of the State or into a municipal separate storm sewer system (MS4).
- - Disturbs one or more acres of land. Less than one acre also is included if the activity is part of a larger common plan of development or sale that will meet or exceed the one acre threshold. Disturbance includes clearing, grading and excavating.

What Does the CGP Require?

- A **CGP Notice of Intent (NOI)** (DEP Form 62-621.300(4)(b)) must be submitted to DEP.
- A **Stormwater Pollution Prevention Plan (SWPPP)**. In part, the plan must include the following:
 - A site evaluation of how and where pollutants may be mobilized by stormwater
 - A site plan for managing stormwater runoff,
 - Identification of appropriate erosion and sediment controls and stormwater best management practices (BMPs) to reduce erosion, sedimentation, and stormwater pollution,
 - A maintenance and inspection schedule,
 - A recordkeeping process, and
 - Identification of stormwater exit areas.
- A **Notice of Termination (NOT)** (DEP Form 62-621.300(6)) must be submitted to DEP to discontinue permit coverage. An NOT may be submitted only when the site meets the eligibility requirements for termination specified in the CGP.

What Are Some Examples of BMPs?

A comprehensive SWPPP includes both structural and non-structural controls. Some commonly used controls follow:



Structural Controls

- - **Retention Ponds.** Permanent structures designed to allow time for sediments to settle and water to infiltrate the ground.
- - **Temporary Sediment Basins.** Structures designed to detain sediment-laden runoff from disturbed areas long enough for sediments to settle out and control the release of stormwater.
- - **Entrance/Exit Controls.** Temporary controls, such as gravel, used to stabilize the entrances/exits to the site to reduce the amount of soils transported onto paved roads by vehicles (known as "track-out").
- - **Silt Fencing.** A temporary erosion and sediment control used to prevent dirt from entering waterways before bare soil is stabilized with vegetation.
- - **Berms.** A temporary erosion and sediment control that physically prevents polluted runoff from entering nearby storm drain inlets and waters.

Non-Structural Controls

- - **Stabilization.** Techniques such as sodding, seeding/ mulching and stone cover, which reduce the erosion of exposed soils and steep grades.
- - **Phased Construction.** Scheduling construction to occur during the dry season or to minimize the amount of land cleared at any one time.
- - **Good Housekeeping.** Techniques such as oil and fuel containment, spill prevention and clean-up, and street sweeping of "tracked-out" soils, which help prevent the contamination of stormwater runoff.

How Do I Obtain Permit Coverage?

To obtain NPDES stormwater permit coverage, complete the following steps:

1. Obtain a copy of the CGP.
2. Carefully read the permit language.
3. Develop and implement a SWPPP.
4. Complete an NOI in its entirety online using the iNOI system * or by submitting a paper NOI.



Community Services Department

Black Olive Tree Removal Program

Most black olive trees in the Town have been considered to be a nuisance because of their stain causing leaves and berries, and aggressive root structure which tends to lift sidewalks and wrap around utility lines. The Town has approved a 15 year replacement program for the removal of the estimated 3,040 black olive trees in the Town.

As part of the replacement program, the Town will be removing those black olive trees designated to be dead, critical or poor condition over the next two to three years, and then proceed to the majority of the trees which are in fair condition. This phased approach will allow us to mitigate the costs involved with the program and the impact to the Town's tree canopy over a 15 year period.

Expedited Program Criteria and Requirements

A constituent may be moved up the tree removal list by opting for the Expedited Program. This program allows a constituent to speed up the removal and replacement process if the tree(s) is in fair condition.

A. Requests

1. Constituent must fill out and sign an Expedited Tree Removal Application, to be submitted to the Community and Leisure Services Department.
2. The Expedited Tree Removal Application is available at the end of this document or at the Town of Miami Lakes Community & Leisure Services Departmental office.

B. Payment of Fee

1. A non-refundable application fee of \$50 must be submitted at the time of application.
2. Constituent will also be responsible for the costs associated with the removal of the tree(s) to include the following:
 - a. Downing of the tree
 - b. Disposal of the tree debris
 - c. Removal of the stump
 - d. Adding any required soil and grass seed to the old tree site

3. Constituent will also be responsible for the costs associated with the replacement of lost canopy of the tree(s). The cost is based on the DBH (diameter breast height) and canopy spread of the tree(s). This cost will be determined by the Department and it includes the following:
 - a. Planting of a new tree adjacent to the old tree site. Should this not be possible due to the proximity to other existing trees or hardscape, or due to site distance problems, the replacement tree will be planted at another site on Town property.
4. Once a final cost estimate is determined, residents will have 30 days to issue payment if they choose to continue with the removal and replacement.
5. The final cost will be made out in a form of a check payable to the Town of Miami Lakes Community & Leisure Services Department. Please refer to the table below for approximate costs for removal and replacement

**Black Olive Removal and Replacement Approximate Cost
(Based on replanting with 14-16' Florida Live Oak)**

| DESCRIPTION | <u>Price</u> |
|---------------------------------|--------------|
| Tree Size @DBH- Under 18" | \$975 |
| Tree Size @DBH- Over 18" to 24" | \$1425 |
| Tree Size @DBH- Over 24" to 30" | \$1475 |
| Tree Size @DBH- Over 30" to 36" | \$1575 |

C. Procedure for Tree Removal

1. The tree(s) removal process shall be within (4) weeks once payment has been received into the Town's funds.
2. The replanting process shall be within (4) weeks from the date the tree has been removed.

**Black Olive Expedited Removal Program
APPLICATION**

Tree Permitting Program
6601 Main Street
Miami Lakes, Florida 33014
T (305) 364-6100 F (305) 558-9461



| FOR DEPARTMENTAL USE ONLY | | Updated 10/12 |
|---------------------------|---|---------------|
| Date Received: | Application Number: | |
| Received By: | Application Fee (other fees may be applicable): | |

Application must be filled out in its entirety. Please indicate N/A for non-applicable fields.

| | | |
|---|--|------------|
| Applicant Information: Name: _____ Address: _____ _____ Zip Code: _____ Phone #: _____ Fax #: _____ Email: _____ | Site Location and Description where the proposed activity Exists or will occur: Address/Location: _____ _____ _____ | |
| Work Description: Number of tree(s) to be removed: _____ _____ Location of the tree(s) stated above: _____ _____ _____ Reason for request: _____ _____ _____ | | |
| Attachments (check all that apply): (e.g. site sketch, plans etc.): <input type="checkbox"/> Photographs <input type="checkbox"/> Arborist Assessment <input type="checkbox"/> Tree Survey <input type="checkbox"/> Other _____ | | |
| IMPORTANT NOTICE TO APPLICANT: The written consent of the Applicant is required for all applications to be considered complete. Your application WILL NOT BE PROCESSED unless the Application consent portion of the application is completed below. You have the obligation to apprise the Department of any changes to information provided in this application. Application is hereby made for the Town of Miami Lakes black olive tree expedited program to authorize the activities described herein. I agree to or affirm the following: <ul style="list-style-type: none"> • I am familiar with the information contained in this application, and • I agree to the program criteria, its requirements, and am responsible for all applicable fees, and • I am authorizing the Town to process the application and authorize representatives of the Town of Miami Lakes for the purpose of making the preliminary analyses of the site | | |
| Signature of Applicant _____ | Print Applicant's Name _____ | Date _____ |



Tree Removal Permit Application Package

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COMMUNITY AND LEISURE SERVICES DEPARTMENT

Town of Miami Lakes

15150 NW 79 CT Miami Lakes, FL 33016

Phone: (305) 364-6100 Fax: (305) 558-9461

On the web at: www.miamilakes-fl.gov

This booklet is provided as a public service by the Town of Miami Lakes Community and Leisure Services Department (CLS)

The Town of Miami Lakes provides equal access and equal opportunity in employment and services and does not discriminate on the basis of handicap.

General Information

Town of Miami Lakes Ordinance No. 12-151 mandates the protection of the Town's tree and forest resources. The following information should assist you in understanding Town's tree and forest protection requirements. Please take the time to read this information carefully before filling out the attached application.

Where and when are tree removal permits required?

Tree removal permits are required for the cutting down, bulldozing, removal or relocation of any tree in the Town of Miami Lakes, except for certain exemptions listed on Page 3. The Town may require the property owner to modify a site plan to preserve tree and forest resources.

Note: A tree is defined as any woody or fibrous perennial plant having a minimum trunk dbh" of three inches or greater or with an Over All Height (OAH) of twelve or more feet.

What about the trimming of trees?

Tree removal permits are not required for the selective pruning of trees, provided the pruning is done according to the most recent American National Standards Institute (ANSI) A300 Standard Practices for Tree Care Operations. However, excessive pruning (i.e. hat racking, topping, etc.) which results in the effective destruction of a tree constitutes a violation of Town Ordinance 12-151. Any other activity that can effectively destroy a tree, such as trunk girdling, excessive root cutting, or use of tree-killing chemicals, also violates the Ordinance.

Who administers the Town of Miami Lakes tree and forest protection program?

The Town of Miami Lakes Community and Leisure Services Department.

Who must apply for a tree removal permit?

The owner of the property upon which the tree removal work will occur must sign the tree removal permit. The owner may designate an agent to sign the application and permit by submitting a letter of authorization to the Town.

What types of tree and forest resources does the ordinance protect?

There are three categories of protected tree resources in Town of Miami Lakes: "Regular-size" trees (less than 18" dbh), "Specimen-size" trees (18" or greater dbh), and Natural Forest Communities which includes grasses, shrubs, and trees.

Will I be required to replant trees for the ones that I remove?

All "regular-sized" trees you remove -- except for the exempt or prohibited species -- must be replaced with an equal amount (100%) of tree canopy. "Specimen-sized" trees require double canopy replacement and payment to the Town Tree Trust equivalent to the costs of the specimen tree replacement requirements. This is accomplished by planting trees from the categories below:

Tree Replacement Chart

| Category Replacement Tree | Portion of Impact Area that each replacement Tree <u>compensates for in sq.ft.</u> | Min. size <u>in feet</u> | Town Trust <u>Contribution</u> |
|---------------------------------|--|-----------------------------|-----------------------------------|
| Hardwood/Shade Tree 1 | 500 | 12' overall | \$1000 per tree |
| Hardwood/Shade Tree 2 | 300 | 8' overall | \$600 per tree |
| Palm Tree 1 | 300 | 10' clear trunk | \$600 per tree |
| Palm Tree 2 | 100 | 3' clear trunk | \$200 per tree |
| Small Tree | 200 | 6' overall height | \$400 per tree |

*Please note that you may be required to replant more than one type of tree.

What fees do I have to pay for a tree removal permit?

A non-refundable application fee (based on zoning) and initial inspection fee is required upon permit application submission. Additional fees may be charged at the time of permit issuance. See the fee schedule on Page 5.

What happens if I do not comply with the conditions and requirements of my tree removal permit or remove a tree or forest without a permit?

You may be issued a "Notice of Violation" and ordered to stop all land clearing and construction until you have complied with Town Ord. No. 12-151. Furthermore, you may be required to pay penalties for each violation and replace tree canopy.

How long will my tree removal permit be valid?

One year, but can be renewed by contacting the Town.

**dbh = (Diameter at Breast Height) trunk diameter measured at a point 4 1/2 ft. above ground*

Special Permits and Requirements

Tree removal permit applications involving a building permit must include the following items:

1. A completed tree removal application form along with non-refundable application and initial inspection fees.
2. Two copies of a site plan. This site plan must show all proposed site improvements, including driveway, septic tank, pool, tennis court, utility lines, sewer lines, setbacks and any accessory buildings.
3. At the discretion of the Town, a tree survey may be required. Please see the Town's *Tree Survey Guidelines and Specifications* for further information. Please be advised that the Town may require the property and area of proposed construction staked prior to inspection.
4. All permits require the full replacement of tree canopy. Town approval of a tree replacement or landscaping plan may be required prior to the issuance of this tree removal permit. Please read the tree replacement requirement section for details.

Tree removal permit applications involving new road construction or any improvement in road right-of-ways must include the following items:

1. A completed tree removal application form along with non-refundable application and initial inspection fees.
2. Two copies of the paving and drainage plan with the locations of all trees to be affected. Please be advised that the center line and/or limits of construction must be staked prior to inspection and subsequent permit issuance.
3. All permits require the full replacement of tree canopy. Town approval of a tree replacement plan or landscaping plan may be required prior to issuance of this tree removal permit.

Tree Replacement Requirements:

1. Tree canopy replacement will be required as a condition of every tree removal permit. Replacement Tree Plan forms are available upon request and may be used when the canopy impacted is less than 10,000 square feet. (See Canopy Credit Formulas on page 1)
2. When replacement tree canopy exceeds 10,000 square feet, a landscape plan must be submitted and approved by the Town prior to permit issuance. A performance bond is required for the cost of the canopy replacement. The bond must be submitted prior to permit issuance. The Department accepts letters of credit and certificates of deposits for the bond.

Exemptions & Prohibited Plant Species

No permits are required for the trees listed below unless the Trees are in a Natural Forest Community or a protected preserve such as EEL lands.

- Photos of the trees should be taken before the trees are removed. Keep the photos for your records.
- Trees can only be removed with the property owner's consent.
- Photos & information may be viewed at <http://www.miamidade.gov/derm/Plants/>

All trees listed below as prohibited species in Miami Dade County Code Section 24-49.9, as amended by the County from time to time.

- *Abrus precatorius* (Rosary pea)
- *Acacia auriculiformis* (Earleaf acacia)
- *Adenanthera pavonina* (Red beadtrees, red sandalwood, coralwood, redwood, circassian bean tree, peacock flowerfence, coral pea, Barbados pride)
- *Albizia lebbek* (Woman's tongue, lebbek tree, siris tree)
- *Antigonon leptopus* (Coral vine, queen's jewels)
- *Araucaria heterophylla* (Norfolk Island pine)
- *Ardisia crenata* (Scratchthroat, coral ardisia)
- *Ardisia elliptica* (Shoebutton, shoebutton ardisia)
- *Bauhinia purpurea* (Orchid tree)
- *Bauhinia variegata* (Orchid tree)
- *Bischofia javanica* (Javanese bishopwood, bishopwood, bischofia, toog)
- *Calophyllum antillanum* (Mast wood)
- *Casuarina spp.* (Australian pine, sheoak, beefwood)
- *Cestrum diurnum* (Dayflowering jessamine, day blooming jasmine, day jessamine)
- *Cinnamomum camphora* (Camphortree, camphor tree)
- *Colubrina asiatica* (Asian nakedwood, leatherleaf, latherleaf)
- *Cupaniopsis anacardioides* (Carrotwood)
- *Dalbergia sissoo* (Indian Rosewood, sissoo)
- *Dioscorea alata* (White yam, winged yam)
- *Discorea bulbifera* (Air potato, bitter yam, potato vine)
- *Eichhornia crassipes* (Common water-hyacinth)
- *Eugenia uniflora* (Surinam cherry)
- *Ficus altissima* (Council tree, lofty fig, banyan tree, false banyan)
- *Ficus benghalensis* (Banyan tree, banyan fig, Indian banyan, East Indian fig tree, Bengal fig)
- *Ficus microcarpa*, *Ficus nitida*, *Ficus retusa* (Cuban laurel)
- *Flacourtia indica* (Governor's plum, Madagascar plum, batoko plum, ramonchi)
- *Hibiscus tiliaceus* (Mahoe)
- *Hydrilla verticillata* (Water thyme, hydrilla)
- *Hygrophila polysperma* (Indian swampweed, green hygro)
- *Hymenachne amplexicaulis* (Trompetilla, West Indian marsh grass)
- *Imperata cylindrical* (Cogongrass)
- *Ipomoea aquatic* (Water-spinach)
- *Jasminum dichotomum* (Gold Coast jasmine)
- *Jasminum fluminense* (Brazilian jasmine, jazmin de trapo)

- *Leucaena leucocephala* (White leadtree, lead tree, jumbie bean, tan-tan)
- *Ludwigia peruviana* (Peruvian primrosewillow)
- *Lygodium spp.* Except *L. palmatum* (Climbing fern, e.g. Old world climbing fern, Japanese climbing fern)
- *Macfadyena unguis-cati* (Catclaw vine)
- *Melaleuca quinquenervia* (Punk tree, melaleuca, cajeput, paperbark tree, tea tree, swamp tea tree)
- *Melia azedarach* (Chinaberrytree, Chinaberry)
- *Merremia tuberosa* (yellow morning-glory, woodrose, Hawaiian woodrose)
- *Metopium toxiferum* (Poisonwood)
- *Mikania micrantha* (Mile a minute, bittervine)
- *Mimosa pigra* (Black mimosa, Catclaw mimosa)
- *Murraya paniculata* (Orange jasmine)
- *Neyraudia reeinaudiana* (Burmareed, silkreed)
- *Paederia spp.* (Sewervine, skunkvine, onion vine)
- *Panicum repens* (Torpedograss)
- *Pennisetum purpureum* (Elephantgrass, Napiergrass)
- *Pistia stratiotes* (Water lettuce)
- *Pittosporum petandrum* (Taiwanese cheesewood)
- *Pongamia pinnata* (Tallow tree)
- *Pouteria campechiana* (Eggfruit)
- *Psidium cattleianum* (Catley guava)
- *Pueraria Montana var. lobatas* (Kudzu)
- *Rhodomyrtus tomentosa* (Rose myrtle, Downy rose-myrtle)
- *Rhynchelytrum repens* (Rose natalgrass, Natal grass)
- *Ricinus communis* (Castrobean, castor oil plant, palma christi, wonder tree)
- *Sapium sebiferum* (Popcorn tree, Chinese tallow tree)
- *Scaevola taccada* (Beach naupaka, scaevola, half-flower)
- *Schefflera actinophylla* (Australian umbrella tree, octopus tree, Queensland umbrella tree, umbrella tree, rubber tree, starleaf)
- *Senna pendula var. glabrata* (Valamuerto, Climbing cassia, Christmas cassia, Christmas senna)
- *Solanum tampicense* (Aquatic soda apple, wetland nightshade)
- *Solanum viarum* (Tropical soda apple)
- *Syzygium cumini* (Java plum)
- *Syzygium jambos* (Rose apple)
- *Talipariti tiliaceum* (Mahoe, sea hibiscus, yellow mahoe)
- *Tectaria incise* (Incised halberd fern)
- *Terminalia catappa* (Tropical almond)
- *Thespesia populnea* (Portia tree, seaside mahoe, cork tree, false rosewood)
- *Tribulus cistoides* (Puncture vine, burnut, Jamaican feverplant, billy-goat weed, large yellow caltrop)
- *Urochloa mutica* (Paragrass)
- *Washingtonia spp.* (Washington Palm)

Tree Removal/Relocation Permit Fee Schedule

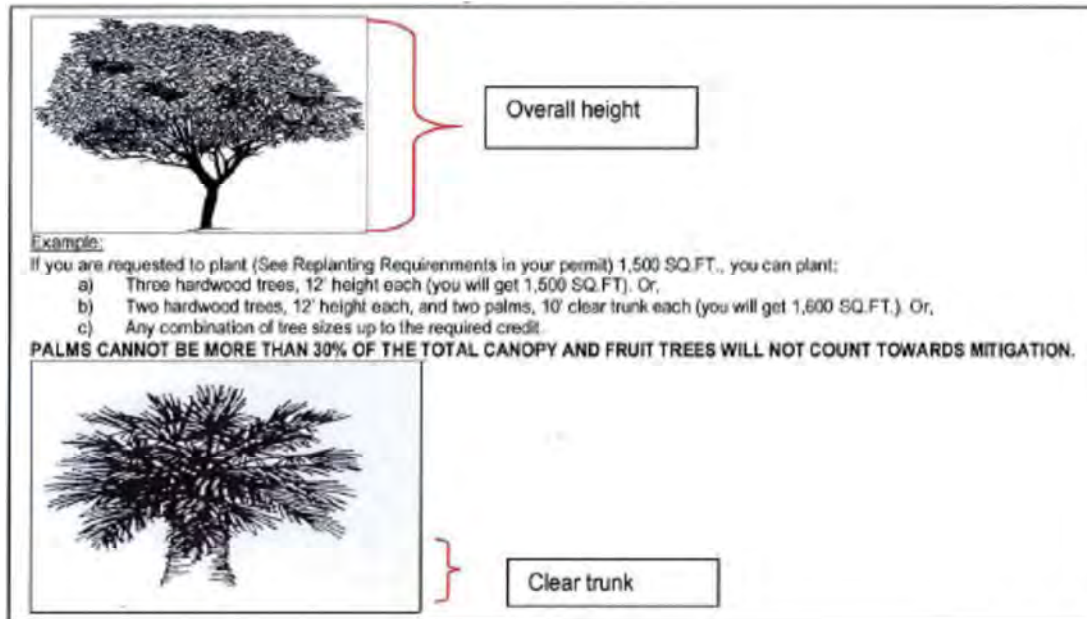
| Zoning of Property | Before inspection (Insp.) (must be submitted with the tree removal/relocation application (appl.)) | After inspection (insp.) (must be paid before Department signs/executes the tree removal/relocation permit) |
|---------------------------|---|--|
| Single Family/Residential | \$63 appl + \$35 initial insp. = \$98 | \$35 final insp. + \$12 per tree up to max. of \$320 |
| Multi-Family | \$80 appl + \$35 initial insp. = \$115 | \$35 final insp. + \$12 per tree up to max. of \$395 (acre) (canopy) |
| Business | \$105 appl + \$35 initial insp. = \$140 | \$35 final insp. + \$12 per tree up to max. of \$395 (acre) (canopy) |
| Commercial | \$105 appl + \$35 initial insp. = \$140 | \$35 final insp. + \$12 per tree up to max. of \$660 (acre) (canopy) |
| Agricultural | \$55 appl + \$35 initial insp. = \$90 | \$35 final insp. + \$6 per tree up to max. of \$265 (acre) (canopy) |
| Right of Way/Swale | \$28 appl + \$35 initial insp. = \$63 | \$35 final insp. + \$6 per tree up to max. of \$265 (acre) (canopy) |

- Inspection fees listed above are based on applications to remove and/or relocate and assess 20 trees or less. For projects with more than 20 trees, the inspection fees are adjusted as follows:
 - 21-100 trees to be inspected: \$65
 - 101-200 trees to be inspected: \$135
 - More than 200 trees to be inspected: \$265
- For all new application submittals, the application and the initial inspection fee are required for processing
- For After-the Fact (ATF) tree removal/relocation permits, the application and the per tree(s) fee are doubled (2x). The fees listed above are based on voluntary (not ATF) applications
- For relocation only permits, there is no per tree(s) fee charged, only the application and inspection fees
- In order to renew/extend a permit, you will be required to pay the original application fee amount prior to the expiration of the current permit
- For permit and fee exemptions, please refer to Town tree protection ordinance no. 12-151
- **Please be advised that the application and the initial inspection fee are required upon permit application submission and are non-refundable if cancelled, withdrawn, or denied**

**USE THIS TABLE TO CALCULATE YOUR TREE PLANTING REQUIREMENTS OF YOUR
TREE REMOVAL PERMIT**

| Category Replacement Tree | Portion of Impact Area that each replacement Tree compensates for in sq.ft. | Min. size in feet |
|---------------------------------|---|----------------------|
| Hardwood/Shade Tree 1 | 500 | 12' overall |
| Hardwood/Shade Tree 2 | 300 | 8' overall |
| Palm Tree 1 | 300 | 10' clear trunk |
| Palm Tree 2 | 100 | 3' clear trunk |
| Small Tree | 200 | 6' overall height |

You may be required to replant more than one type of tree.



Tree Permit Application



Tree Permitting Program
15150 NW 79 Court
Miami Lakes, Florida 33016
T (305) 364-6100 F (305) 558-9461

FOR DEPARTMENTAL USE ONLY

Updated 10/12

Date Received:

Application Number:

Received By:

Application Fee (other fees may be applicable):

Application Type: ☐ Removal ☐ Relocation ☐ Removal & Relocation ☐ Amendment ☐ Extension

After-the-Fact: ☐ Yes ☐ No

Application must be filled out in its entirety. Please indicate N/A for non-applicable fields.

1. Applicant Information:

Name: _____

Address: _____

_____ Zip Code: _____

Phone #: _____ Fax #: _____

Email: _____

* This should be the applicant/owner's information for contact purposes.

2. Applicant's Authorized Permit Agent:

Agent is allowed to process the application, furnish supplemental information relating to the application and bind the applicant to all requirements of the application/permit document.

Name: _____

Address: _____

_____ Zip Code: _____

Phone #: _____ Fax #: _____

Email: _____

3. Site Location and Description where the proposed activity exists or will occur:

Folio #(s): _____

Site Address: _____

Does intended use of the property require re-zoning or plat? ☐ Yes ☐ No

4. Current Use/Location of Trees (check all that apply):

☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Business ☐ Agricultural ☐ Swale/Right-of-Way ☐ Other

5. Work Description:

Building permit process number (If Applicable): _____

Number and type of tree(s) to be removed, relocated, affected by improper trimming or removed without a permit: _____

Location of the tree(s) stated above: _____

Reason for permit request: _____

Attachments (check all that apply): (e.g. site sketch, plans etc.):

☐ Site Sketch ☐ Plans ☐ Photographs ☐ Arborist Assessment ☐ Tree Survey ☐ Other _____

6. IMPORTANT NOTICE TO APPLICANT:

The written consent of the Property Owner is required for all applications to be considered complete. Your application WILL NOT BE PROCESSED unless the Property Owner consent portion of the application is completed below and notarized. You have the obligation to apprise the Department of any changes to information provided in this application.

Application is hereby made for a Town of Miami Lakes tree permit to authorize the activities described herein. I agree to or affirm the following:

- I possess the authority to authorize the proposed activities at the subject property, and
- I am familiar with the information, data and plans contained in this application, and
- To the best of my knowledge and belief, the information, data and plans submitted are true, complete and accurate, and
- I am authorizing the permit agent listed in Section 2 of this application to process the application, furnish supplemental information, and bind the property owner to all requirements of this application/permit document, and
- I agree to provide access and allow entry to the project site to inspectors and authorized representatives of the Town of Miami Lakes for the purpose of making the preliminary analyses of the site and to monitor permitted activities and adherence to all permit conditions.

A. IF THE APPLICANT IS AN INDIVIDUAL

| | | |
|------------------------|---------------------------------|------|
| | | |
| Signature of Applicant | Print Property Applicant's Name | Date |

B. IF THE APPLICANT IS OTHER THAN AN INDIVIDUAL OR NATURAL PERSON

(Examples: Corporation, Partnership, Trust, LLC, LLP, etc.)

| | | |
|---|-----------------------------|-------------------------------------|
| | | |
| Print Name of Applicant (Enter the complete name as registered) | Type (Corp, LLC, LLP, etc.) | State of Registration/Incorporation |

Under the penalty of perjury, I certify that I have the authority to sign this application/permit document on behalf of the Property Owner, to bind the Property Owner, and if so required to authorize the issuance of a bond on behalf of the Property Owner. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach an original Corporate Resolution with all applicable signatures and corporate seal. *****

| | | | |
|--|--|-------|------|
| | | | |
| Signature of Authorized Representative | Print Authorized Representative's Name | Title | Date |

C. IF THE APPLICANT IS A JOINT VENTURE Each party must sign below (If more than two members, list on attached page)

| | | |
|---|-----------------------------|-------------------------------------|
| | | |
| Print Name of Applicant (Enter the complete name as registered) | Type (Corp, LLC, LLP, etc.) | State of Registration/Incorporation |

| | | |
|---|-----------------------------|-------------------------------------|
| | | |
| Print Name of Applicant (Enter the complete name as registered) | Type (Corp, LLC, LLP, etc.) | State of Registration/Incorporation |

Under the penalty of perjury, I certify that I have the authority to sign this application/permit document on behalf of the Property Owner, to bind the Property Owner, and if so required to authorize the issuance of a bond on behalf of the Property Owner. (If asked, you must provide proof of such authority to the Department). *****Please Note: If additional signatures are required, pursuant to your governing documents, operating agreements, or other applicable agreements or laws, you must attach an original Corporate Resolution with all applicable signatures and corporate seal. *****

| | | | |
|--|--|-------|------|
| | | | |
| Signature of Authorized Representative | Print Authorized Representative's Name | Title | Date |

| | | | |
|--|--|-------|------|
| | | | |
| Signature of Authorized Representative | Print Authorized Representative's Name | Title | Date |

I/We are the fee simple owner(s) of the real property located at _____
Miami Lakes, Florida, otherwise identified in the public records of Miami-Dade County as Folio No(s). _____ -
_____. I am aware and familiar with the contents of this application for a Town of Miami Lakes tree permit to perform the
work on the subject property, as described in this application. I hereby consent to the work identified in this tree permit application.

– Tree Removal or Relocation on Private Property

Required Forms:

- [Tree Removal, Relocation, and Planting Application \[PDF\]](#)

| Additional Requirements | |
|--|---------------------------------------|
| For Tree Removal: | For Tree Relocation: |
| Tree Disposition Plan | Tree Relocation or Transplanting Plan |
| Tree Mitigation Plan with Calculations | Arborist Report |
| Arborist Report | Survey/Sketch |
| Survey/Sketch | |

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Mayor Mitchell and City Council

Invite you to attend the

**CITY OF MIAMI SPRINGS
TOWN HALL/WORKSHOP
MEETING**

When: Thursday, February 16th

Time: 6:00 p.m.

Where: Miami Springs Adult Community Center
101 Apache Street, Miami Springs FL 33166

This meeting is open to the public. The public is encouraged to attend and to speak openly and feel free to share ideas and opinions.

For more information: 305-805-5006/cityclerk@miamisprings-fl.gov