

# AGENDA



Virtual Special Council Meeting  
Tuesday, September 8, 2020  
Immediately following  
Local Planning Agency Meeting  
at 4:30 P.M.

VIRTUAL SPECIAL COUNCIL MEETING

TUESDAY, SEPTEMBER 8, 2020

IMMEDIATELY FOLLOWING LOCAL PLANNING AGENCY MEETING

VIRTUAL PUBLIC MEETING INSTRUCTIONS ATTACHED

1. **CALL TO ORDER/ROLL CALL OF MEMBERS**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENTS:** *Any person wishing to address the Council, should state name, address, prior to making the statement, for the record.*
4. **APPROVAL OF MINUTES:**
  - A. JANUARY 20, 2020 MINUTES (SPECIAL COUNCIL MEETING) **TAB 1**
  - B. MARCH 23, 2020 MINUTES (VIRTUAL SPECIAL COUNCIL MEETING) **TAB 2**
  - C. MAY 18, 2020 MINUTES (VIRTUAL SPECIAL COUNCIL MEETING) **TAB 3**
5. **ORDINANCES:**
  - A. **SECOND READING:** **TAB 4**
    - 1.) AN ORDINANCE BY THE VILLAGE COUNCIL AMENDING THE VILLAGE OF INDIAN CREEK CODE OF ORDINANCES TO REPEAL INDIAN CREEK VILLAGE CODE OF ORDINANCES CHAPTER 16 FLOOD DAMAGE PREVENTION; TO ADOPT A NEW CHAPTER 16 FLOOD DAMAGE PREVENTION; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; AND TO AMEND APPENDIX A LAND DEVELOPMENT CODE TO REMOVE CONFLICTS AND MAINTAIN CONSISTENCY WITH CHAPTER 16 FLOOD DAMAGE PREVENTION; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

OPEN FOR PUBLIC COMMENTS

(Ordinance No. 225)

6. **RESOLUTIONS:**

**TAB 5**

- A. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, **ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AND MANAGEMENT LETTER PREPARED BY THE FIRM CABALLERO FIERMAN LLERENA + GARCIA LLP, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; RETAINING THE FIRM OF CABALLERO FIERMAN LLERENA + GARCIA, LLP TO PREPARE THE FINANCIAL AUDIT REPORT FOR FISCAL YEAR 2020; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.** (Resolution No. 807)

**TAB 6**

- B. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, **APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND INTEGRATED SECURITY SYSTEMS, INC. FOR THE DESIGNING, INSTALLATION, MAINTENANCE AND SERVICING OF A MULTI-LAYER INTEGRATED PERIMETER SECURITY SYSTEM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**TAB 7**

- C. A RESOLUTION OF INDIAN CREEK VILLAGE, FLORIDA, **ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY 2020, AS AMENDED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

7. **REPORTS AND RECOMMENDATIONS:**

A. MAYOR AND COUNCILMEMBERS

- 1) NONE

B. VILLAGE MANAGER

- 1.) SUBMITTAL OF CARES ACT MUNICIPAL GRANT & FEMA REQUEST FOR REIMBURSEMENT FOR COVID-19 RELATED EXPENSES

C. VILLAGE ATTORNEY

- 1) NONE

8. **SCHEDULE OF FUTURE MEETINGS:**

- A. VIRTUAL SECOND BUDGET HEARING  
TUESDAY, SEPTEMBER 22, 2020, 5:01 P.M.

9. **ADJOURNMENT**



## INDIAN CREEK VILLAGE VIRTUAL MEETING INSTRUCTIONS

The meeting agendas are available online at:  
[www.indiancreekvillage.org](http://www.indiancreekvillage.org)

The Special Council Meeting will be held virtually on:  
**Tuesday, September 8,**  
**Immediately following the Local Planning Agency Meeting at 4:30 P.M.**

The topics of discussion will be:

**Village Code Chapter 16 Flood Damage Prevention  
Comprehensive Annual Financial Report & Village Auditing Services  
Agreement with Integrated Security Systems, Inc. for Perimeter Security System  
Adoption of Local Mitigation Strategy  
&  
CARES Act Municipal Grant Funding- COVID-19**

Elected officials and Village staff will participate through video conference.  
Members of the public may call into the virtual public meeting by following these instructions:

### CALL IN TO THE VIRTUAL PUBLIC MEETING

Dial **1-312-626-6799** then input the Meeting ID: **844 8738 0137**, followed by #.  
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the Village at least 2 days before the proceeding by contacting the Village Clerk at 305-865-4121 [mlima@icvps.org](mailto:mlima@icvps.org)

### PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

**EMAILED COMMENTS:** Members of the public may email their public comments to the Village in advance of the meeting. Please email the Village Clerk at [mlima@icvps.org](mailto:mlima@icvps.org) 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 Village 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.

**LIVE REMOTE & TELEPHONE COMMENTS:** *If there is a public comment portion of the agenda or the Village Council opens a matter for public comment, live remote public comments will be accepted as follows:*

**By telephone:** To ask to speak during the meeting, please press \*9 from your telephone. You will be called on to speak during public comments and identified by the last 4-digits of your telephone number or by name.

Please be sure to be in a quiet area to avoid unnecessary noise.

During the virtual meeting, when your name is called, you will be unmuted and you may deliver your comments. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or Village 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.

## **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.**

## **LOBBYING ACTIVITIES**

In accordance with Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the Village Clerk's Office before addressing the Village Council on the agenda items or engaging in lobbying activities.

**Have questions or need additional information?**

**Email: [mlima@icvps.org](mailto:mlima@icvps.org)**

**Call: 305-865-4121**

**Mail: 9080 Bay Drive, Indian Creek Village, FL 33154**

# TAB 1

**MINUTES OF  
SPECIAL COUNCIL MEETING  
Thursday, January 30, 2020**

**1. ROLL CALL 8:40 a.m.**

- **Mayor, Bernard Klepach** Present
- **Vice Mayor, Javier Holtz** Present
- **Council Member, Irma Braman** Present
- **Council Member, Robert Diener** Present
- **Council Member, Irwin Tauber** Present

**VILLAGE STAFF**

- Village Attorney, Stephen Helfman Present
- Chief of Police, Clarke Maher Present
- Village Clerk, Marilane Lima Present

**PUBLIC PRESENT:**

- Clarece Depking – Assistant General Manager
- Seth Miller – Representative for lot 25
- James Moore – ICCC Vice-President
- Cristine Pooler – ICCC General Manager
- Ramon Soria – Marlin Engineering
- Betsy Jeffers – Marlin Engineering
- Alex David – Calvin Giordano & Associates
- Sandra Lee - Calvin Giordano & Associates
- Ramon Castella – Stantec Consulting Services Inc.
- Sean Compel – Stantec Consulting Services, Inc.
- Jennifer Medina – Village Clerk, Key Biscayne

**2. APPROVAL OF MINUTES**

*Vice-Mayor Holtz moved to approve minutes of the previous council meeting:*

- **November 19, 2019 - Regular Meeting**
- **December 09, 2019 – Special Meeting**

*Council Member Braman seconded the motion. Motion carried unanimously*

**APPROVED**

<b><u>Roll Call:</u></b>	<b><u>Yea</u></b>	<b><u>Nay</u></b>
<b>Mayor Klepach</b>	✓	
<b>Vice-Mayor Holtz</b>	✓	
<b>Council Member Braman</b>	✓	
<b>Council Member Diener</b>	✓	
<b>Council Member Tauber</b>	✓	

**3. VILLAGE COUNCIL’S REPORT:**

**4. VILLAGE CLERK’S REPORT:**

Village Clerk informed the following three (3) candidates applied for the three (3) available seats for the 2020 General Elections.

- **Mr. Robert Diener, Mr. Javier Holtz, and Mr. Irwin Tauber**

According to Section 5.05(c) of the Village of Indian Creek Charter provides that in the event the number of candidates for the Village Council equals the number of seats to be filled at an election, such candidates

shall be declared elected without the necessity of being voted into office. Candidates shall assume office at the same time and in the same manner as if an election had been held.

- Biennial Appointment of Mayor:

- Vice-Mayor Holtz moved to appoint Mr. Bernard Klepach for the position of Mayor; Council Member Tauber seconded the motion. The motion carried unanimously. Mayor Klepach graciously accepted.

<u>Roll Call:</u>	<u>Yea</u>	<u>Nay</u>
Mayor Klepach	✓	
Vice-Mayor Holtz	✓	
Council Member Braman	✓	
Council Member Diener	✓	
Council Member Tauber	✓	

- Biennial Appointment of Vice-Mayor:

- Mayor Klepach re-appointed Mr. Javier Holtz as Vice-Mayor

5. VILLAGE ATTORNEY’S REPORT:

6. NEW BUSINESS:

20-05 A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPOINTING A NEW VILLAGE MANAGER; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.  
(Resolution No. 802)

*Vice-Mayor Holtz moved to approve Resolution No. 802. Council Member Braman seconded. Motion carried unanimously.*

APPROVED

<u>Roll Call:</u>	<u>Yea</u>	<u>Nay</u>
Mayor Klepach	✓	
Vice-Mayor Holtz	✓	
Council Member Braman	✓	
Council Member Diener	✓	
Council Member Tauber	✓	

20-04 A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, SELECTING QUALIFIED DESIGN FIRMS FOR THE VILLAGE ROADWAY PROJECT; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE. (Resolution No. 801)

*Council Member Tauber moved to approve Resolution No. 801. Council Member Braman seconded. Motion carried unanimously.*

APPROVED

<u>Roll Call:</u>	<u>Yea</u>	<u>Nay</u>
Mayor Klepach	✓	
Vice-Mayor Holtz	✓	
Council Member Braman	✓	
Council Member Diener	✓	
Council Member Tauber	✓	



**20-03** AN ORDINANCE BY THE VILLAGE COUNCIL AMENDING THE VILLAGE OF INDIAN CREEK CODE OF ORDINANCES TO REPEAL INDIAN CREEK VILLAGE CODE OF ORDINANCES CHAPTER 16 FLOOD DAMAGE PREVENTION; TO ADOPT A NEW CHAPTER 16 FLOOD DAMAGE PREVENTION; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; AND TO AMEND APPENDIX A LAND DEVELOPMENT CODE TO REMOVE CONFLICTS AND MAINTAIN CONSISTENCY WITH CHAPTER 16 FLOOD DAMAGE PREVENTION; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.  
(Ordinance No. 225 first reading)

*Council Member Diener moved to approve Ordinance No. 225 on first reading. Council Member Braman seconded. Motion carried unanimously.*

**APPROVED**

<b><u>Roll Call:</u></b>	<b><u>Yea</u></b>	<b><u>Nay</u></b>
Mayor Klepach	✓	
Vice-Mayor Holtz	✓	
Council Member Braman	✓	
Council Member Diener	✓	
Council Member Tauber	✓	

7. **ADJOURNMENT: 9:20 A.M.**

# TAB 2

**MINUTES OF  
SPECIAL COUNCIL MEETING  
VIA TELECONFERENCE  
Monday, March 23, 2020, at 5:00 p.m.**

**1. CALL TO ORDER/ROLL CALL OF MEMBERS 5:00 p.m.**

<b>Mayor, Bernard Klepach</b>	<b>Present</b>
<b>Vice Mayor, Javier Holtz</b>	<b>Present</b>
<b>Council Member, Irma Braman</b>	<b>Present</b>
<b>Council Member, Robert Diener</b>	<b>Present</b>
<b>Council Member, Irwin Tauber</b>	<b>Present</b>

**VILLAGE STAFF**

Village Manager, Jennifer Medina	Present
Village Attorney, Stephen Helfman	Present
Chief of Police, Clarke Maher	Present
Village Clerk, Marilane Lima	Present

**PUBLIC VIA TELECONFERENCE:**

- Mr. & Mrs. Bakker – Resident, 40 Indian Creek Island Rd.
- Mrs. Miranda R. Iglesias – Resident, 30A Indian Creek Island Rd.
- Mr. & Mrs. Lampert – Resident, 14 Indian Creek Island Rd.
- Mrs. Shula – Resident, 16 Indian Creek Island Rd.
- Mr. & Mrs. Icahn – Residents, 24 Indian Creek Island Rd.
- Mr. Kryss – Resident, 12 Indian Creek Island Rd.
- Mr. & Mrs. Siegler – Residents, 29 Indian Creek Island Rd.
- Mrs. D’Agostino – Resident Indian Creek Island Rd.
- Mr. & Dr. Silver – Resident, 41 Indian Creek Island Rd.
- Mr. Brent Inman – Indian Creek Country Club President
- Mr. James Moore – Indian Creek Country Club Vice-President
- Ms. Christine Pooler – Indian Creek Country Club General Manager
- Mrs. Shannon – Indian Creek Country Club Member
- Mrs. Evers – Indian Creek Country Club Member

**2. PUBLIC COMMENTS:**

The flowing Country Club Board and regular members addressed the council members requesting the Village to consider allowing club members to walk and ride bicycles on the Island.

- Mr. James Moore -Indian Creek Country Club Vice- President
- Mrs. Brent Inman – Club Member – Requested a follow-up discussion on the above request.
- Mrs. Shannon – Club Member
- Mrs.Verbitsky – Club Member

The following residents addressed the council in favor of the Indian Creek Emergency Order No. 20-01

- Mr. Kryss – Resident Lot 12
- Mr. Bakker – Resident Lot 40

**3. RESOLUTIONS:**

***A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, DECLARING A STATE OF EMERGENCY DUE TO COVID-19/NOVEL CORONAVIRUS; AUTHORIZING THE VILLAGE MANAGER TO ISSUE SUCH FURTHER ORDERS AS DEEMED NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE VILLAGE RESIDENTS; AUTHORIZING THE ISSUANCE OF EMERGENCY ORDER NO. 20-01 RESTRICTING ACCESS TO THE VILLAGE, PROVIDING FOR AN EFFECTIVE DATE. (Resolution No. 803)***

*Council Member Diener moved to approve Resolution No. 803. Council Member Braman seconded. Motion carried unanimously.*

**APPROVED**

<b>Roll Call:</b>	<b>Yea</b>	<b>Nay</b>
<b>Mayor Klepach</b>	✓	
<b>Vice-Mayor Holtz</b>	✓	
<b>Council Member Braman</b>	✓	
<b>Council Member Diener</b>	✓	
<b>Council Member Tauber</b>	✓	

**4. VILLAGE MANAGER’S REPORT & RECOMMENDATION**

**Village Manager recommended that the Village Council approve the resolution declaring the State of Emergency for Indian Creek Village due to COVID-19 (“Coronavirus”). The coronavirus is an acute respiratory illness that can spread among humans through respiratory transmission. COVID-19 emerged in China, causing outbreaks that have now spread globally. Upon the approval of this resolution, the Village Manager under this declared State of Emergency will be authorized to issue additional necessary restrictive measures to protect the health, safety, and**

**6. ADJOURNMENT: 5:40 p.m.**

# TAB 3

**MINUTES OF  
SPECIAL VIRTUAL COUNCIL MEETING  
Monday, May 18, 2020**

**1. CALL TO ORDER /ROLL CALL 11:00 a.m.**

<b>Mayor, Bernard Klepach</b>	<b>Present</b>
<b>Vice Mayor, Javier Holtz</b>	<b>Present</b>
<b>Council Member, Irma Braman</b>	<b>Present</b>
<b>Council Member, Robert Diener</b>	<b>Present</b>
<b>Council Member, Irwin Tauber</b>	<b>Present</b>

**VILLAGE STAFF**

	Present
Village Attorney, Stephen Helfman	
Chief of Police, Clarke Maher	Present
Village Clerk, Marilane Lima	Present

**PUBLIC PRESENT:**

19 Residents and Guest via Zoom Meeting

**2. PUBLIC COMMENTS**

No Public Comments

**3. RESOLUTIONS**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE VILLAGE ROADWAY REDEVELOPMENT PROJECT; PROVIDING FOR AUTHORIZATION, AND PROVIDING FOR AN EFFECTIVE DATE. (Resolution No. 804)**

*Vice-Mayor Holtz moved to approve Resolution No. 804. Council Member Braman seconded. Motion carried unanimously.*

**APPROVED**

<b>Roll Call:</b>	<b>Yea</b>	<b>Nay</b>
<b>Mayor Klepach</b>	✓	
<b>Vice-Mayor Holtz</b>	✓	
<b>Council Member Braman</b>	✓	
<b>Council Member Diener</b>	✓	
<b>Council Member Tauber</b>	✓	

#### **4. REPORTS AND RECOMMENDATIONS**

##### **A. VILLAGE MANAGER REPORT**

**Covid-19 Response- Summary Action Report to Council** - The village manager informed the Village provided drive-thru COVID-19 testing to Indian Creek residents, as well as residential employees on April 23-24, 2020. BioCollections Worldwide Inc. (BCW) operated the testing site, administered the tests and utilized their testing laboratory

The village manager also informed the Village continues to search for other viable COVID-19 testing opportunities for residents. Unfortunately, due to the limited number of testing participants, securing a properly certified and insured testing provider is difficult.

**Emergency Order # 20-01 Amendment No. 3** - The Village issued the Emergency Order No. 20-01 and three amendments. The last amendment was issued Friday, May 15, 2020, and Effective Monday, May 18, 2020. This amendment grants limited restricted access to construction contractors only to replace the Indian Creek Country Club Dock. to allow the Indian Creek Country Club to begin the replacement of the Dock

**Communication Improvements** - Due to the pandemic, the Village found it necessary to seek alternative solutions to improve upon the Village's ability to communicate with residents. Therefore, the Village searched for qualified municipal government website developers to design a new Village website. After carefully reviewing and considering various proposals, the Village entered into an agreement with Calvin, Giordano and Associates, Inc. (CGA) to develop an appealing, multi-functional, user-friendly website for residents. The estimated completion date of the website is June 1, 2020, and the cost of these services is \$29,700.

##### **B. VILLAGE COUNCIL RECOMMENDATIONS**

- Mayor Klepach – Request for a second boat patrol during the weekends to provide additional safety and security.
- Councilmember Diener – Request for additional No Trespassing signs on the golf course
- Councilmember Tauber – Request for additional no wake zone signs

#### **5. SCHEDULE OF TENTATIVE FUTURE MEETINGS**

REGULAR COUNCIL MEETING - **TUESDAY, JUNE 16, 2020, 8:30 A.M.**,  
COUNCIL CHAMBER OR VIA ZOOM VIRTUAL MEETING PLATFORM

6. **ADJOURNMENT:** 11:30 a.m.

# TAB 4



## ORDINANCE NO. 225

**AN ORDINANCE BY THE VILLAGE COUNCIL AMENDING THE VILLAGE OF INDIAN CREEK CODE OF ORDINANCES TO REPEAL INDIAN CREEK VILLAGE CODE OF ORDINANCES CHAPTER 16 FLOOD DAMAGE PREVENTION; TO ADOPT A NEW CHAPTER 16 FLOOD DAMAGE PREVENTION; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; AND TO AMEND APPENDIX A LAND DEVELOPMENT CODE TO REMOVE CONFLICTS AND MAINTAIN CONSISTENCY WITH CHAPTER 16 FLOOD DAMAGE PREVENTION; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the Village of Indian Creek and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the Village of Indian Creek was accepted for participation in the National Flood Insurance Program on September 29, 1972, and the Village Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

**WHEREAS**, the Village Council previously adopted requirements to (1) require accumulation of cost of improvements and repairs of buildings in flood hazard areas, based on issued building permits, over a one-year period; and (2) prohibit enclosed areas below elevated buildings for buildings and structures in flood hazard areas; and, prior to July 1, 2010; and, pursuant to Chapter 8 Article III of the Miami-Dade County Code and section 553.73(5), F. S., is formatting that requirement to coordinate with the *Florida Building Code*;

**WHEREAS**, the Village Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

**NOW, THEREFORE, BE IT ORDAINED** by the Village Council of the Village of Indian Creek that the following floodplain management regulations are hereby adopted.

## **SECTION 1. RECITALS.**

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

## **SECTION 2. REPEAL AND REPLACE.**

This ordinance specifically repeals and replaces Chapter 16 Flood Damage Prevention in the Indian Creek Village Code of Ordinances with the following ordinance(s) and regulation(s).

### **Chapter 16 – FLOOD DAMAGE PREVENTION**

#### **ARTICLE I ADMINISTRATION**

##### **§ 16-1 GENERAL**

**(a) Title.** These regulations shall be known as the *Flood Damage Prevention Ordinance* of the Village of Indian Creek, hereinafter referred to as “this ordinance.”

**(b) Scope.** The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; installation or replacement of tanks; installation of swimming pools; and any other development.

**(c) Intent.** The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;

- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

**(d) Coordination with the Florida Building Code.** This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

**(e) Warning.** The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

**(f) Disclaimer of Liability.** This ordinance shall not create liability on the part of the Village Council of the Village of Indian Creek or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

## **§ 16-2 APPLICABILITY**

**(a) General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**(b) Areas to which this ordinance applies.** This ordinance shall apply to all flood hazard areas within the Village of Indian Creek, as established in Section 16-2(c) of this ordinance.

**(c) Basis for establishing flood hazard areas.** The Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas dated September 11, 2009, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Village Hall, 9080 Bay Drive.

**(d) Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to Section 16-5 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

**(e) Other laws.** The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

**(f) Abrogation and greater restrictions.** This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

**(g) Interpretation.** In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

### **§ 16-3 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

**(a) Designation.** The Village Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

**(b) General.** The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 16-7 of this ordinance.

**(c) Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:**

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;**
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;**
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;**
- (4) Provide available flood elevation and flood hazard information;**
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;**
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;**
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and**
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.**

**(d) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:**

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;**
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;**

**(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of “substantial improvement”; and**

**(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.**

**(e) Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 16-7 of this ordinance.**

**(f) Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.**

**(g) Inspections.** The Floodplain Administrator shall make the required inspections as specified in Section 16-6 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

**(h) Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:**

**(1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 16-3(d) of this ordinance;**

**(2) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;**

**(3) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete; and**

**(4) Notify the Federal Emergency Management Agency when the corporate boundaries of the Village are modified.**

**(i) Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at Village Hall, 9080 Bay Drive.

#### **§ 16-4 PERMITS**

**(a) Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

**(b) Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**(c) Buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

**(d) Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 16-5 of this ordinance.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.

**(e) Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

**(f) Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.



**(g) Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

**(h) Other permits required.** Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) **The South Florida Water Management District; section 373.036, F.S.**
- (2) **Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.**
- (3) **Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.**
- (4) **Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.**
- (5) **Federal permits and approvals.**

## **§ 16-5 SITE PLANS AND CONSTRUCTION DOCUMENTS**

**(a) Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) **Delineation of flood hazard areas and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.**
- (2) **Where base flood elevations are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 16-5(b)(2) or (3) of this ordinance.**
- (3) **Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 16-5(b)(1) of this ordinance.**
- (4) **Location of the proposed activity and proposed structures, and locations of existing buildings and structures.**
- (5) **Location, extent, amount, and proposed final grades of any filling, grading, or excavation.**

- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

**(b) Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:**

- (1) **Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.**
- (2) **Obtain, review, and provide to applicants base flood elevation data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation data available from a federal or state agency or other source.**
- (3) **Where base flood elevation data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:**
  - (a) **Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or**
  - (b) **Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.**
- (4) **Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.**

**(c) Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such

purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## **§ 16-6 INSPECTIONS**

**(a) General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.

**(b) Development other than buildings and structures.** The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

**(c) Buildings, structures and facilities exempt from the *Florida Building Code*.** The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

**(d) Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.** Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 16-5(b)(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

**(e) Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.** As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 16-6(d) of this ordinance.

## **§ 16-7 VARIANCES AND APPEALS**

**(a) General.** The Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

**(b) Appeals.** The Village Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

**(c) Limitations on authority to grant variances.** The Village Council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 16-7(f) of this ordinance, the conditions of issuance set forth in Section 16-7(g) of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Village Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

**(d) Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building, Chapter 12 Historic Buildings*, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

**(e) Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

**(f) Considerations for issuance of variances.** In reviewing requests for variances, the Village Council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;

- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

**(g) Conditions for issuance of variances. Variances shall be issued only upon:**

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the Village Council that:
  - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
  - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
  - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

## **§ 16-8 VIOLATIONS**

**(a) Violations.** Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

**(b) Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

**(c) Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

## **ARTICLE II DEFINITIONS**

### **§ 16-9 GENERAL**

**(a) Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

**(b) Terms defined in the *Florida Building Code*.** Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

**(c) Terms not defined.** Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

### **§ 16-10 DEFINITIONS**

**Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

**ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

**Base flood.** A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

**Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

**Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

**Design flood.** The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Design flood elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

**Development.** Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

**Encroachment.** The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

**Existing building and existing structure.** Any buildings and structures for which the "start of construction" commenced before September 29, 1972. [Also defined in FBC, B, Section 202.]

**Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

**Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

**Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

**Flood hazard area.** The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

**Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

**Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

**Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

**Florida Building Code.** The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

**Functionally dependent use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

**Highest adjacent grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

**Historic structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.



**Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

*Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

*Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

*Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

*Conditional Letter of Map Revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

**Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

**Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

**Market value.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value

may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

**New construction.** For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the “start of construction” commenced on or after September 29, 1972 and includes any subsequent improvements to such structures.

**Special flood hazard area.** An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

**Start of construction.** The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

**Substantial improvement.** Any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure taking place during a one-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to **3/11/2011**. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Variance.** A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

## **ARTICLE III FLOOD RESISTANT DEVELOPMENT**

### **§ 16-11 BUILDINGS AND STRUCTURES**

**(a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code.** Pursuant to Section 16-4(c) of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 16-15 of this ordinance.

**(b) Specific methods of construction and requirements.** Pursuant to Chapter 8 Article III of the Miami-Dade County Code, the following specific methods of construction and requirements apply:

- (1) Cumulative Substantial Improvement. In the Florida Building Code, Building and Florida Building Code, Existing Building, definitions for the term “Substantial Improvement” shall be as follows:

**SUBSTANTIAL IMPROVEMENT.** For the purpose of determining compliance with the flood provisions of this code, any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a one-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to 3/15/2011. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: 1) any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions; or 2) any alteration of a historic structure provided that the alteration will not preclude the structure’s continued designation as a historic structure.

(2) Limitations on Enclosures Under Elevated Buildings and Dwellings. Enclosed areas shall: a) have the minimum necessary access to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the elevated building (stairway or elevator); and b) not have the interior portion partitioned or

finished into separate rooms except for stairwells, ramps and elevators, unless a partition is required by the fire code.

## **§ 16-12 SUBDIVISIONS**

**(a) Minimum requirements.** Subdivision proposals shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**(b) Subdivision plats.** Where any portion of proposed subdivisions lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) **Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 16-5(b)(1) of this ordinance; and**
- (3) Compliance with the site improvement and utilities requirements of Section 16-13 of this ordinance.

## **§ 16-13 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

**(a) Minimum requirements.** All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**(b) Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

**(c) Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

**(d) Limitations on placement of fill.** Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

## **§ 16-14 TANKS**

**(a) Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

**(b) Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section 16-14(c) of this ordinance shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

**(c) Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be and elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

**(d) Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and**
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.**

## **§ 16-15 OTHER DEVELOPMENT**

**(a) General requirements for other development.** All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (3) Be constructed of flood damage-resistant materials; and
- (4) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

## **SECTION 3 AMENDMENTS.**

This ordinance specifically amends the following ordinance(s) and regulation(s): Indian Creek Village Code of Ordinances Appendix A Land Development Code to remove conflicts and maintain consistency with Chapter 16 of the Village Code.

## **APPENDIX A - LAND DEVELOPMENT REGULATIONS**

### **ARTICLE 1. - INTRODUCTION**

These municipal unified land development regulations were prepared to conform to the F.S. § 163.3202. The land development regulations contained in this chapter are among the means through which the goals, objectives, and policies of the Indian Creek Village comprehensive plan are carried out. Where interpretation of these regulations is undertaken it must be done in the context of the comprehensive plan as an integrated set of facts and directives to be taken as a whole. A balance of competing factors must be evaluated and judged in order to determine the application of these rules to specific situations. Where explicit standards or limits are stated, such standards shall be adhered to, when not otherwise mitigated by other conditions. Such standards contained herein have been established by the community as consistent with the comprehensive plan.

## **ARTICLE 2. - DEFINITIONS**

The following terms are defined for use within the context of these land development regulations.

### **A. - Interpretation of words and terms.**

For the purpose of these land development regulations, certain words and terms are to be interpreted as herein defined unless specific and different meaning is clearly indicated in the context of specific use. Words used in the present tense include the future, the singular number includes the plural and the plural the singular; the word "shall" is always mandatory and not merely directory, while "may" is directory and not mandatory; the words "designed for" include the meaning "used for"; the word "structure" includes the word "building," and "building" the word "structure"; the words "area" and "district" may indicate and include the meaning of "zone."

### **B. - Definitions.**

- (1) *Reserved.*
- (2) *Accessory use:* A permitted subordinate use of the land and permitted facilities, located on the same building site, or residential site and clearly necessary and customary to the principal use.
- (3) *Accumulation:* Any one or more articles of material or litter.
- (4) *Acre, gross:* The horizontal area of land as measured in units of acres, which:
  - (a) Includes the building site, and adjacent street and alley rights-of-way (as measured from and perpendicular to the centerline of right-of-way to the right-of-way boundary line); and
  - (b) Includes onsite and adjacent easements which are derived from the parent parcel. (For easements resulting from adjacent parcels, only that portion attributable to the benefit of the subject parcel may be used.)
  - (c) Excludes limited access public road rights-of-way and waterways.
- (5) *Acre, net:* The horizontal area of land as measured in units of acres, which:
  - (a) Includes the building site.
  - (b) Excludes all portions of dedicated streets, roadways, alleys, waterways, canals, lakes, or any such dedicated rights-of-way by whatever name known.
- (6) *Airspace:* That portion of a lot or other lands or bay in the village which exists above the maximum building height, and which is subject to land use and other administrative and public safety jurisdiction of the village which prohibits its use for other than approved transportation and communication purposes or minor building structures accessory to or part of a principal building or accessory building, or utility and public safety structures. Portions of such airspace may also be regulated by one or more agencies of the government of the United States of America. Where such

federal jurisdiction exists, the village reserves the right to enforce its regulations where such enforcement is more restrictive and not otherwise prohibited by federal law.

~~(7) *Basement elevation:* The vertical height of the lowest horizontal surface below the finished grade of the site, capable of being occupied or used for storage within the building as measured in the coordinate system of the site or as otherwise established by the village.~~

(87) *Boat:* Includes every description of watercraft, ships, barges, airboats and boating structures used, or capable of being used, as a means of transportation on or under water. (Also includes the term "vessel.")

(98) *Building:* Anything constructed, maintained, or intended to be used for the shelter, or enclosure of persons, animals, or property of any kind, the use of which demands a permanent location on the land; anything attached to something having a permanent location on the land. This definition includes tents, awnings, or vehicles, or equipment situated on private property and serving, intended to serve or prepared to serve in any way the function of a building.

(109) *Building lot coverage:* The horizontal area of a lot covered by all buildings.

~~(140) *Reserved. Building elevation, maximum:* The same as the "building height, maximum," but expressed in feet relative to the National Geodetic Vertical Datum 1929 (NGVD).~~

~~(12) *Building elevation, minimum:* The vertical height of the bottom or lowest portion of a building including pilings, foundations, slabs, basements and like subsurface structures, expressed in feet relative to the National Geodetic Vertical Datum 1929.~~

(113) *Building envelope:* The three-dimensional shell surfaces or perimeter surfaces established by the building site setbacks, height limits, and minimum building elevation.

~~(14) *Building finished floor elevation:* The vertical distance to the top of the finished floor for each level or floor within a building, as measured in the coordinate system and expressed in feet relative to the 1929 NGVD of the site.~~

(125) *Building height, maximum:* The vertical distance measured from the lowest habitable room finished floor elevation (excluding garages) to the highest ridge of the roof.

(136) *Building, lowest occupied finished floor elevation:* The vertical distance to the top of the finished floor of the lowest occupied level or floor within a building, as expressed in feet relative to the National Geodetic North American Vertical Datum 192988.

(147) *Building site:* A site for the construction of a building, comprised of a specific area of ground not less than one lot in size, boundary and extent, which is or may be occupied by buildings as provided by this regulation, including the unoccupied space and yards required by this ordinance. Such site may include a lot, or a lot plus portions of other lots, provided such sites fully comply with all regulations of the village including but not limited to setbacks, yards, landscaping and building envelope.

(158) *Bulkhead:* A structural wall and foundation system constructed adjacent to or within the water to retain or resist the lateral displacement of the water at its seaward face and retain the land



behind it. For the purpose of this ordinance the bulkhead shall be regarded as forming a boundary line of Indian Creek Village from which portions of the municipality's corporate limits are measured as elsewhere established (generally 15 feet seaward from the bulkhead) and the front line of all residential lots.

(169) *Carport*: See Garage.

(1720) *Caretaker residence*: An accessory dwelling unit used exclusively by the owner, manager, or operator of a principal permitted use and which is located on the same building site as the principal use.

(218) *Community facility*: The building, structure, and/or improvement over, on or under the land which was constructed and which serves the people of the village for village activities of an open nature and/or restricted for safety, security and privacy purposes.

(2219) *Construction contractor*: All persons, firms or corporations engaging in any construction work as herein defined, their subcontractors, agents and employees.

(203) *Construction screening*: A temporary fence with screening of sufficient opacity and height to shield neighboring residents and the public from demolition and construction sites.

(214) *Construction work*: Includes the building and erection of any dwelling, clubhouse, or any other structure whatsoever, either intended for pleasure, recreational or residential purposes, and shall also include the repair, renovation, alteration, remodeling, removal, demolition, or razing of any buildings or structures.

(225) *Council*: The Village Council of Indian Creek Village.

(236) *Crown grade*: The topographic elevation of the average point of the crown or cross section of the street pavement abutting the front of a lot.

(247) *Developed land*: Shall mean land upon which structures or facilities have been constructed.

(258) *Development*: Shall mean any proposed activity or material change in the use or character of land, including, but not limited to, the placement of any structure, utility, fill, or site improvement on land, and any act which requires a building permit.

(269) *Development order*: Any regulatory action taken in official capacity which establishes an authority for all or any portion of a project of improvement and/or renovation to proceed toward its specific conclusion. Typical development orders include, but are not limited to zoning changes taken in preparation for a specific development, building permits, final site plan approval, clearing and grubbing permits, site preparation permits, foundation permits, and water management permits.

(2730) *Domestic water system*: The water and its transport, distribution, application and measurement and control system for water intended for support of interior household uses, including cleaning of facilities, sanitary waste disposal, potable water, personal hygiene, baths, showers, interior pools, fountains, and like uses other than uses limited to irrigation water uses.

(2831) *Drainage system*: The natural and manmade materials and facilities which act together to hold, filter, process, control, collect, transport, direct and otherwise manage water and its contents in solution, suspension and/or conveyed on and over the surface of the land to disperse rainwater from areas upon which it falls to areas designated for receipt of such waters.

(3229) *Dwelling unit*: Any place of abode which is suitable for residential use and which is complete in its accommodation for habitation. Each such dwelling unit shall include spaces which provide facilities for sleep, eating, hygiene, and activity normal to living quarters of an entire household or housekeeping unit or family. Each such dwelling unit shall be considered as single and separate for the purposes of this regulation.

(303) *Easement*: An area designated by the parties in interest within which the owner authorizes use by another for specified purposes. Typical of such purposes is construction, operation and maintenance of public and private utilities and access across private property.

(314) *Family*: One or more persons occupying the premises and living as a single housekeeping unit, including household, domestic and personal staffs, and considered as occupying a single dwelling unit.

(325) *Fence*: A barrier of posts, wire, rails, boards, metal sheets or other material (excluding trees, shrubs and hedges) which generally includes openings of varied sizes which may inhibit selected views or not while remaining a physical barrier and used as a boundary or means of protection or confinement or decorative element to define space.

~~(36) — *Flood elevation*: The height expressed in feet relative to the National Geodetic Vertical Datum 1929 to which rising water is expected to reach from a storm flooding condition resulting from an event with the statistical frequency of occurring once in a 100 year period, as established by the federal flood insurance program, FIRM maps or FEMA.~~

~~(37) — *Flood damage prevention and related definitions*: See Florida Building Code.~~

(338) *Foreign material*: Waste from the use, operation, maintenance, construction or demolition of buildings and/or grounds and includes such materials as sand, stone, brick, wood, concrete, metal, plaster, concrete or plaster block, paving, roofing, pipe, shingles, lawn renovation debris, sod, dead sod, tree stumps, discarded furniture, household appliance items, and unused or unattended and abandoned trailers, boats, golfcarts, and gardeners' equipment, and like materials.

(3440) *Garage (or carport)*: An enclosed or semi-enclosed area used for the storage of automobiles and other vehicles used for personal purposes only, and, within enclosed areas only, for storage of household materials.

(3544) *Garbage*: Everyday waste accumulation of organic, animal or vegetable matter.

(3642) *Golf course and country club*: The private golf course and country club within the village, the use of which is restricted through limitations of zoning, its charter and operation to members and their guests.

~~(3743)~~ *Gross floor area*: The measurement of the accumulated horizontal floor area included within the exterior face of the exterior walls enclosing interior space, cumulatively inclusive of all spaces, on all floor levels. Open porches, garages, carports, covered walkways, and loggias shall not be counted as gross floor area but shall be counted towards impervious area calculations.

~~(3844)~~ *Guest*: A non-resident individual or group who visit a residence or the golf course and country club at the express invitation and continued sponsorship of the resident or the golf course and country club or its members without fee or charge, the duration of which visit is less than that established for residency.

~~(4539)~~ *Hazardous waste*: Solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

~~(406)~~ *Highway*: Shall mean any public thoroughfare, including streets, and roads designed for motor vehicles.

~~(417)~~ *Historic resources*: All areas, districts or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by a local government as historically, architecturally, or archaeologically significant.

~~(428)~~ *Household trash*: Everyday waste accumulation of paper, sweepings, bottles, cans or other matter of any kind, other than garbage, which is usually attendant to housekeeping.

~~(439)~~ *Impervious area*: That portion of the building site, measured in square feet, which is incapable of being penetrated by rainwater. This shall include, but not be limited to, all structures, roof extensions, terraces, porches, driveways, sidewalks, parking areas, swimming pools and athletic courts. Impervious area shall be a maximum of 45 percent of the building site.

~~(5044)~~ *Irrigation water system*: The water and its transport, distribution, application and measurement and control system for water intended for support of plants, lawns, landscaping, cleaning of facilities, operation of pools, fountains, and like uses other than uses limited to domestic water uses.

~~(4554)~~ *Landscape area*: That portion of the building site, measured in square feet, which is reserved for the installation, operation and maintenance principally of living plant materials including trees, shrubs, hedges, ground cover, lawns, and essential and/or decorative accessories and support facilities including but not limited to ponds, fountains, irrigation, statuary, walls, lighting, electrical systems, as permitted within the village. Landscape area shall be a minimum of 55 percent of the building site.

~~(4652)~~ *Landscape replacement plan*: Shall mean a drawing by a professional landscape architect registered in the State of Florida containing proposed tree removal, tree replacement planting, tree relocation and preservation areas.

(4753) *Level of service (LOS)*: An indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility. Said public facilities include water supply, sanitary sewer, solid waste roadways, park and recreation and drainage.

(4854) *Litter*: All forms of household trash, garbage and refuse which, if deposited within the village other than in a container or receptacle designated for such purpose, tends to create a danger to public health, safety and welfare or adversely affecting the aesthetic appearance of the village.

(5549) *Live-aboard boat*: Is any boat which includes:

- (a) Any boat used principally as a residence;
- (b) Any boat represented as a place of business, a professional or other commercial enterprise, or legal residence, and providing or serving on a long term basis the essential services or functions typically associated with a structure or other improvement to real property, and, if used as a means of transportation, said use is clearly a secondary or subsidiary use; or
- (c) Any boat used by any club or any other association of whatever nature when clearly demonstrated to serve a purpose other than a means of transportation.

(506) *Lot*: One of the specific numbered, lettered or otherwise designated parcels of land into which Indian Creek Village is subdivided, including residential parcels, golf and country club and golf course and lagoon site, road and bridge rights-of-way, mainland roadway and bridge approach sites. This definition excludes other parcels designated by means other than land subdivision, including the village hall site, utility and drainage easements, access easements, police office and gate house site leases, and similar community facilities sites.

(517) *Motorboat*: Is any boat which is propelled or powered by machinery which consumes energy from electrical systems or chemical or nuclear reaction and not from the wind as with sailboats, or human energy as with rowboats.

(528) *Reserved*.

(539) *Nuisance*: Shall mean and include the use of any property, facilities, equipment, processes, products or compounds, or the commission of any acts or any work that causes or materially contributes to:

- (a) Adverse environmental impact to environmentally sensitive tree resources.
- (b) Cumulative adverse environmental impact to environmentally sensitive tree resources.

(5460) *Objective*: A specific, measurable, intermediate end that is achievable and marks progress toward a goal.

(6455) *Parcel*: A certain contiguous land area the extent of which is established by lease, easement, subdivision, or occupation.

(~~5662~~) *Pervious area*: That portion of the building site, measured in square feet, which is open to penetration of water from the surface downward into the ground, both into the topsoil as well as the deeper natural supporting subsurface rock, sands, and soils. Pervious area shall be a minimum of 55 percent of the building site.

(~~5763~~) *Policy*: The way in which programs and activities are conducted to achieve an identified goal.

(~~5864~~) *Potable water system*: The water and its transport, distribution, application and measurement and control system for water.

(~~6559~~) *Preservation area*: Shall mean portions of a site that are to be protected from any tree or understory removal (except as required by the village) and maintained without any development.

(~~606~~) *Principal building*: A building which is designed and used for the main or primary use for which the land has been designated.

(~~617~~) *Principal use*: A permitted use of the land and permitted facilities, located on the same building site, or residential site and clearly central and primary to the permitted use of such land.

(~~628~~) *Protective barrier*: Shall mean a temporary fence or other structure built to restrict passage into an area surrounding a tree or stand of trees for the purpose of preventing any disturbance to the roots, trunk or branches of the tree or trees.

(~~639~~) *Refuse*: Solid waste accumulations consisting of garbage and/or trash.

(~~6470~~) *Regulatory and permitting authority*: Shall mean all agencies which have duties to review development proposals and issue permits and that have authority superceding that of the village pursuant to Florida Statutes. Such agencies shall include, but are not limited to, Miami-Dade County: a) Landscape Ordinance (Chapter 18A); b) Environmental Protection Ordinance (Chapter 24); c) Water and Sewer System Regulatory Ordinance (Chapter 32); South Florida Water Management District; Department of Economic Opportunity; Florida Building Code; and FEMA.

(~~6574~~) *Relocated tree*: Shall mean a tree which has been transplanted pursuant to this ordinance and which continues to be viable at least one year after transplanting.

(~~7266~~) *Residence*: The act, use and structures and land used to provide a full range of support facilities and shelter for daily life activities.

(~~6773~~) *Residential site*: A building site comprised of a specific area of ground not less than one lot in size, boundary and extent, fronting both on a street and waterway, which is or may be occupied by one principal building and two accessory buildings, including the unoccupied space and yards required by this ordinance.

(~~6874~~) *Sailboat*: Is any boat whose principal source of propulsion is the natural wind.

(~~7569~~) *Setbacks*: Shall mean the horizontal distance as measured from the bulkhead, street right-of-way and side lot lines to any building or projection thereof within which no building or prohibited improvement may be placed.

(706) *Single-family residence*: A detached single dwelling house for the use of one family only.

(717) *Reserved*.

(728) *Stagnant water*: Any body of water, regardless of size, lacking flow or tidal flushing, but does not include temporary water accumulation from rain, irrigation, pumping or rising water, which is subject to gradual runoff, evaporation and drainage within a reasonable period of time, generally sufficient to avoid or prevent insect infestation, breeding, or putrefaction or like unhealthy condition.

(739) *State of Florida Conservation and Recreation Lands Trust Fund*: Shall mean a fund established under F.S. ch. 375 (as amended from time to time) for the purposes of purchasing environmentally sensitive land.

(7480) *Street frontage*: The linear horizontal extent of the lot or building site boundary line parallel to and adjacent to the street right-of-way at the rear of the lot.

(7584) *Reserved*.

(7682) *Tree*: Shall mean a woody or fibrous perennial plant with a trunk having a minimum diameter breast height (DBH) of three inches or with an overall height of 12 or more feet.

(8377) *Village*: The municipality of Indian Creek Village including the area within its jurisdiction and within its corporate limits.

(7884) *Village manager*: The individual acting in the capacity of village manager for Indian Creek Village.

(8579) *Wall*: A barrier of opaque material, masonry, stone, plaster, lumber, plastic, sheet metal, cast concrete, or other material, which is generally solid and used as a boundary, means of protection, confinement, decorative element to define space and/or structural support for other structures.

(806) *Water frontage*: The linear horizontal extent of the lot or building site boundary line parallel to and adjacent to the waters of Biscayne Bay and/or contiguous waterways.

(817) *Waterways*: Canals, lakes, rivers, and related water channels which are navigable by any occupied watercraft. Waterways shall be measured by platted boundaries. If undefined by plat, then the less restrictive combination of criteria of: (a) the top of bank; and (b) the 100-year flood level, shall be used for such boundary determination as established by a Florida registered land surveyor.

(828) *Yard*: An open space on the same building site with any main or accessory building, unoccupied and unobstructed from the ground upward, except for approved fences and walls.

(839) *Yard, front*: The front or street side of the property shall be considered as the area extending across full width of the lot, between the front line of any main or accessory building and Indian Creek Island Road.

~~(8490)~~ *Yard, rear*: An area between the bulkhead line and the rear line of any main or accessory building extending from one side yard to the other.

~~(8594)~~ *Yard, side*: An area between a main or accessory building and the side property lines of the site and extending from the rear or water side of the property to the front or street side of the property.

~~(8692)~~ *Yard trash*: Every waste accumulation of lawn, grass or shrubbery or clippings and dry leaf rakings, or the like; generally free of dirt, rocks, large branches or trunk sections (larger than 36 inches in length and two inches in diameter) and bulky or noncombustible material.

(Ord. No. 180, § 1, 5-7-2007; Ord. No. 205, § 3, 9-4-2012; Ord. No. [215](#), § 2, 5-5-2015)

### **ARTICLE 3. - LAND SUBDIVISION**

#### **A. - Further subdivision prohibited.**

The subdivision of land within the jurisdiction of Indian Creek Village is established by existing plat of Indian Creek Golf Club Island recorded in Plat Book 34, at page 33, of the public records of Miami-Dade County, Florida, and the established revisions to lots 29 and 30 thereof into lots 29, 30, and 30a, and lots "V," "W" and "X" of the amended plat of a portion of Altos Del Mar No. 4 as recorded in Plat Book 34, at page 7, of the public records of Miami-Dade County, Florida. No further subdivision of the land within the village shall be permitted. Easements or leased land parcels for limited purposes are not considered the subdivision of land by the village for purposes of these regulations, and are permitted with approval by resolution of the village council. Such easements or leased land parcels approved by the village include but are not limited to the site of the village hall; site of the village police station, office, dock, bridge guard house; and utility easements. No use of such leased or easement parcels may be made so as to increase the net number of dwelling units permitted on the island.

(Ord. No. [215](#), § 2, 5-5-2015)

### **ARTICLE 4. - LAND AND WATER USE**

#### **A. - Land uses.**

(1) *Districts*. Four zoning district classifications are hereby established governing the use of land within the village consistent with and in implementation of the village comprehensive plan:

(a) SFR—Single-family residential: Includes primary dwellings and accessory uses;



(b) REC—Recreational: Includes Indian Creek Country Club and related property, grounds and accessory uses;

(c) PBG—Public buildings and grounds: Includes all buildings and grounds for public purposes;

(d) OPF—Other public facilities: Includes all other facilities for public purposes.

(2) *Official zoning map.* The areas within which these district designations apply are depicted on the Indian Creek Village official zoning map which shall be kept on file with the village clerk.

(3) *Existing restrictions.* Existing restrictions of record for the subdivisions within the village shall be considered as a part of this zoning ordinance unless such restrictions are found to be unlawful or are in conflict with the provisions of the comprehensive plan and/or this ordinance, in which case such comprehensive plan and land development regulations shall control.

(4) *SFR—Single-family residential.*

(a) *Permitted uses.* No lot or combination of lots may be used for any use or occupied for any purpose other than as a residential dwelling for one family. A lot or combination of lots with an established, existing occupied home may also be used for accessory uses that are ordinarily customary and clearly incidental to single-family residential use within the village as determined by the village manager or his designee. Subject to the limitations contained within the Village Code certain facilities may be built to support the accessory uses, including but not limited to, docks, swimming pools and tennis courts. All plans submitted for new residential dwellings or additions or substantial renovations to existing residential dwellings shall include a site plan and, if applicable, building elevations and shall be submitted by a professional licensed architect registered in the State of Florida.

(i) *Prohibited uses.* Every other use of property not specifically authorized and permitted in section (a) above, is prohibited and nothing herein shall authorize or be construed to permit the use of any part of any lot or home thereon for purposes other than as a residential dwelling. No temporary residence shall be permitted on any lot. In no instance shall landing or storage areas for a helicopter, or other aircraft, be permitted as an accessory use.

(ii) *Accessory structures.* Up to two detached accessory buildings may be constructed to support authorized accessory uses, including but not limited to, personal study, library, detached garages, cabanas, caretaker residence, guest house, boat/pool/yard equipment storage, boat houses, pool houses, gazebos, gyms, libraries or others of a similar nature as approved by the village manager or his designee. No accessory buildings shall be allowed that are susceptible of being occupied for residential dwelling purposes other than for household employees.

For the purpose of this section, enclosures for HVAC permanent standby generators and similar equipment shall not be considered as a detached accessory building.



(iii) *Nonresidential events.* No owner or occupant of any lot or home may use or permit the lot or home to be used by a third party for any event or gathering (including parties), which is intended in any manner to promote, sell or introduce any commercial service, product, celebrity or brand; provided however, that nothing in this section (iii) shall prohibit a lot owner from conducting a bona fide open house solely for the purpose of displaying a home for sale to an individual or group so long as the open house is conducted during the daytime hours and no other event, gathering or activity is conducted in addition to the open house.

(iv) *Animals prohibited.* Domestic or other animals in packs, herds, litters, bevy, flocks, schools, clutches, or like groups larger than three in number are prohibited unless approved by resolution of the village.

(v) *Outdoor or semi-enclosed sport facilities.* Tennis courts, racquetball courts, basketball courts, or similar outdoor or semi-enclosed sports facilities shall be permitted with the following restrictions:

1. *Setbacks.* The minimum setbacks for such facilities shall be:

a. Rear or water side of the property shall have a minimum setback of 100 feet.

b. Front of the property shall have a minimum setback of 50 feet.

c. Side yards shall have a minimum setback of 25 feet. Any development utilizing more than one lot shall have a minimum side yard setback of 25 feet.

2. *Lighting.* Lighting illuminating the facilities for the purpose of nighttime use shall be restricted to the courts themselves and shall not affect neighboring properties.

3. *Screening.* All such facilities shall be screened by natural vegetation so that the facility may not be seen from the roadway.

(b) *Building site design standards.* To reduce bulk or massing, creativity in design shall be encouraged to allow for a variety of building types, heights, scales and roof elevations. In order to further avoid the appearance of bulkiness, the exterior walls of the second floor shall not be placed in direct alignment with those of the first floor for the majority of the perimeter. When this situation is unavoidable, varying roof elevations, or innovative facade design shall be required.

*Single-family Residential District*

Minimum lot sizes	80,000 sq. ft. 53,000 sq. ft.  (typical lot sizes)
Setbacks Front Rear Side	50' 100' 25'   (Waterside)
Minimum water frontage	200' Except for Lots 29, 30, 30A, 36-41 (which are established by plat)
Minimum lot width	Established by plat
Minimum lot depth	Established by plat
Min. bldg. sq. ft.	5,000 sq. ft.
Maximum height	38' (2 stories) 15' accessory bldgs. Within 100' of rear property line 25' for accessory bldgs. Within the remaining setback area
Maximum bldg. lot coverage	25% principal and accessory* bldgs. combined**
Landscaped green/open space (pervious area)	55% (minimum)
Maximum impervious area (buildings and hardscape)	45%
Finished first floor elevation (lowest habitable floor)	No higher than 2' above base flood level or crown of road, whichever of the two is higher
Accessory use setbacks (other than emergency generator/HVAC)*** Front Rear Side	50' 50' 25'   (Waterside)

Emergency generator/HVAC setbacks and spacing***		
Front	100'	
Rear	100'	(Waterside)
Side	25'	
Spacing from main bldg.	10'	
Driveway setback side	15'	

\* Maximum accessory building size is 800 square feet

\*\* Includes emergency generator/HVAC structure

\*\*\* No variance of setback or spacing allowed

(i) *Residential site size.* A residential site size shall consist of not less than one lot with a minimum of 200 feet water frontage on the bay as platted, except only those lots which are permitted residential sites as follows:

1. The lot known as 30A, being the northeasterly two-thirds of lot 30; and
2. The lot known as lot 30, being the northeasterly one-third of lot 29 and the southwesterly one-third of lot 30; and
3. The lot known as lot 29, being the southwesterly two-thirds of lot 29; and
4. The lots known as lots 36, 37, 38, 39, 40 and 41, all of Indian Creek Golf Club Island Subdivision according to the plat thereof recorded in Plat Book 34 at page 33 of the public records of Miami-Dade County, Florida.

(ii) *Minimum building size.* The residential principal building, together with its accessory buildings, shall have under roof not less than 5,000 square feet of gross floor area, at least 75 percent of which shall be under the roof of the main building. No principal building shall have more than two accessory buildings. Permitted uses for accessory buildings are limited to personal study, library, detached garages, cabanas, caretaker residence, guest house, boat/pool/yard equipment storage, boat houses, pool houses, gazebos, gyms, libraries or other uses that are similar in nature and as approved by the village manager or his designee. Emergency generators/HVAC shall not be defined as an accessory building for the purposes of this section, whether or not enclosed by a roofed structure.

Allowances shall be made for accessory buildings which are subsequently incorporated into, and become part of, the principal building. In order to not be considered an accessory building, it must be connected by a permanently and fully enclosed roofed and air conditioned space.

In all such cases, all principal building setbacks shall be met, unless a variance is granted by the village. The maximum number of accessory buildings that may be incorporated into the principal building under this subsection shall be limited to two.

All other requirements of these Land Development Regulations shall remain in effect.

(iii) *Maximum building height.* No building shall have more than two stories above crown grade. No building shall exceed a maximum height of 38 feet in height. All height measurements referenced in this subsection shall be measured from the lowest habitable room finished floor elevation (excluding garages) to the highest ridge of the roof. Exceptions may be permitted for minor architectural details.

(iv) *Minimum yard setbacks.* The minimum yard setbacks shall be as follows:

1. Rear or water side of property shall have a minimum depth of 100 feet for the principal residential structure and 50 feet for accessory buildings.

2. Front of property shall have a minimum depth of 50 feet for all structures.

3. Side yard shall have a minimum depth of 25 feet.

(v) *Yard grades.* Exterior yard grades shall be so designed to provide drainage to areas adjacent to either the waterway or Indian Creek Island Road and shall be so planned as not to cause surplus stormwater to flow on adjoining properties in excess of naturally occurring amounts or rates of flow, nor shall any grade be established higher than abutting property without the approval of the village council and provision for a retaining wall of approved design and drainage facilities serving first the community and then the owner's welfare, health and safety. Profile drawings of finished yard grade shall be submitted with building plans to support such approvals.

(vi) *Fences and walls.* No fence or wall along the front or sidelines of the lot shall be higher than seven feet above the approved finished grade of the main building on the property. Fences or walls shall be setback ten feet from the front property line and shall have a landscape buffer within said setback area with landscaping of adequate size and density to shield the public in the public or private right-of-way from said wall or fence.

(vii) *Ornamental entrances, fountains, barbecues, flower bins.* Ornamental entrances, fountains, barbecues, flower bins and other similar structures and improvements shall in no case exceed the wall or fence height limits.

(viii) *Swimming pools.* Swimming pools may extend into the rear or water side of property areas providing that no part thereof exceed in height three feet above established yard grade. No swimming pools shall be permitted in the front or street side of the property areas.

(ix) *Open terraces.* Open terraces extending into the yard area shall not exceed more than two feet above grade, provided a minimum of 15 feet unobstructed clear space remains at grade. Such

terraces shall be permitted only where constructed and maintained in compliance with approved landscaping and/or site plans.

(x) *Boat houses, lands, docks, piers and mooring posts.* Boat houses, boat landings, docks, piers, and mooring posts shall be constructed only in accordance with plans and specifications therefore approved by the village council and only after a Miami-Dade County DERM permit has been approved.

(xi) *Antennas and clotheslines.* All television, cable and microwave devices, antennae and clotheslines or other apparatus where clothes are dried and other aerial equipment of any kind which are subject to the zoning authority of Miami-Dade County and of the village shall be permitted within the rear or water side of property. All such approved equipment shall be constructed and placed adjacent to, and in close proximity with, the buildings which it services and shall be concealed from ground level view by sufficient landscaping and architectural facilities and permitted only where constructed and maintained in compliance with approved landscaping and/or site plans so as not to adversely affect the health, safety, welfare, tranquility, aesthetic appearance and beauty of the property which the equipment services and all neighboring properties, and offsite roadways. The adequacy of the landscaping and architectural facilities, conforming with approved plans, shall be subject to the reasonable inspection and approval of the village manager or his representative. All such equipment which is not so landscaped shall be deemed a violation of the provisions of these regulations.

(xii) *Emergency generator/HVAC structure.* For purposes of emergency generation of electricity a structure shall be permitted to enclose an electrical generator. Said structure shall measure no more than 18 feet (w) x 20 feet (l) x 12 feet (h) and shall not be defined as an accessory building for the purposes of this section, whether or not enclosed by a roofed structure. See Single-Family Residential District Table for setback and spacing requirements.

NOTE: Spacing and setback requirements for emergency generator/HVAC structures cannot be varied.

(xiii) All driveways shall be set back at least 15 feet from any side property line.

(5) *REC—Recreational.*

(a) *Permitted uses.* Recreational uses shall include a country club and golf course, tennis courts, swimming pool, lagoon, and other purposes directly accessory and incidental thereto, including caretaker residences for a club manager and golf course superintendent and their families, and for no other purpose. No buildings shall be erected or maintained in said zone except a country club house and such buildings as are necessary for the use and maintenance of the golf course. No building or structure shall be erected or altered unless the plans, specifications and location thereof shall have first been approved by the village council.

(b) *Building site design standards.*

(i) *Height limit.* No structure shall exceed a height equal to 90 percent of the maximum height of the existing country club building.

(ii) *Setback.* No structure may be erected closer than 100 feet from any property line except permanent parking, golf and sports facilities which shall not be constructed closer than 15 feet from any property line, except landscaping, walls, ornamental elements such as lighting, statuary, public utilities and walkways. Utility easements shall be provided as necessary to accommodate public utilities necessitated by proposed improvements.

(iii) *Aesthetics.* Improvements to the country club and grounds shall be in the same style and character as the original country club. Care shall be taken to maintain the scale, and quiet elegance of the original country club. Vistas, open spaces and reserved character is to be preserved.

(c) *Non-country-club lands.*

(i) Recreation zone lands not accessory or incidental to a country club and golf course shall be restricted to a swimming pool and/or cabana.

(ii) No such swimming pool and cabana shall be erected or altered unless the plans, specifications and location thereof shall have first been approved by the village council.

(6) *PBG—Public buildings and grounds.*

(a) *Permitted uses.* Public buildings and grounds uses permitted include public building uses and activities of a public nature and for the public benefit including village administration, police and fire protection, village marine patrol moorings, utility services and maintenance, public meetings, and maintenance of the health, safety, welfare, and peace of the village and its residents. Public access may be restricted in those areas where police, fire, and utility operations require more secure conditions for the safety, health, welfare, and peace of the community.

(b) *Building site design standards:*

(i) *Height limit.* No structure shall exceed 30 feet in height except bridge and utility structures approved by the village.

(ii) *Setback.* No structure may be erected closer than 35 feet from any front or rear property line and 15 feet from any side property line, except for facilities on lot "V" and the bridge or its eastern approach, which may be constructed up to the common property line with the bridge and not closer than 35 feet to the street right-of-way, and except for permanent parking facilities which shall not be constructed closer than 15 feet from any property line, except landscaping, walls, security facilities, ornamental elements such as lighting, statuary, and walkways.

(iii) *Aesthetics.* Improvements to the public facilities and grounds shall be in the same style and character as the original country club. Care shall be taken to maintain the scale, and quiet elegance of the original country club. Vistas, open spaces and reserved character is to be preserved.

(7) *OPF—Other public facilities.*

(a) *Permitted uses.* Other public facilities uses include building uses and activities of a public nature and for the public benefit including, police and fire protection, village marine patrol moorings, utility services and maintenance, regulated public passage and access, and maintenance of the health, safety, welfare, and peace of the village and its residents. Public access to bulkheads within OPF districts is prohibited, as access is reserved for village administration, police, fire, utility operation and maintenance.

(b) *Building site design standards.*

(i) *Height limit.* No structure shall exceed 30 feet in height except bridge and utility structures approved by motion of the village.

(ii) *Setback.* No structure may be erected closer than 35 feet from any front or rear property line and 15 feet from and side property line, except for facilities on lot "X" and the bridge or its approaches, which may be constructed up to the common property line with the bridge and not closer than 35 feet to the street right-of-way, and except for permanent parking facilities which shall not be constructed closer than 15 feet from any property line, except landscaping, walls, security facilities, ornamental elements such as lighting, statuary, and walkways.

(iii) *Aesthetics.* Improvements to the public facilities and grounds shall be in the same style and character as the original country club. Care shall be taken to maintain the scale, and quiet elegance of the original country club. Vistas, open spaces and reserved character is to be preserved.

(8) *Maintenance.*

(a) *Receptacles and containers required.* It shall be the duty of every person in possession, charge or control of any place in or from which foreign material, garbage, household trash, tree trimmings and yard trash is created, accumulated or produced, to provide and at all times to keep in a safe, secure and suitable place readily accessible to village authorized collection crews and agencies.

(b) *Construction site maintenance.*

(i) *Site maintenance requirements.* All construction sites shall be maintained in an orderly, clean, sanitary and litter-free condition shielded from view of the public and neighbors at all times, to the greatest extent feasible. Prior to the commencement of construction (or demolition) a permanent concrete wall, if proposed as part of the development project, shall be erected to shield the neighbors and the public from dust, debris and unsightliness. Said wall along the side property lines shall be constructed as approved on the site plans but shall be constructed in the initial phase of site preparation. Additionally, a landscaped buffer shall be provided as reasonably practicable and shall be maintained throughout the residential construction phase. All temporary entrance gates shall be screened.

If no wall is to be erected a dense impenetrable landscape buffer, at least six feet in height at the time of planting, shall first be installed along the side property lines. A similar landscape buffer along the front property line may be planted, but allow for site access.

As an additional measure to prevent dust and unsightliness, a temporary layer of sod shall be placed on all open areas of the construction site.

Each construction site shall be provided with refuse containers adequate and sufficient in number to accommodate the accumulation of trash and debris during the interval between scheduled removal of trash and debris from the project site. The number and type of refuse containers shall be subject to the approval of the village manager.

Noxious odors are deemed to be a public nuisance and shall be avoided to the greatest extent possible. All residents adjacent to construction sites shall be notified immediately if the potential for noxious odors exists.

(ii) *Stop work order for failure to maintain site.* During the construction phase the village manager may, at his discretion, issue a written order to stop work on a construction project for failure to maintain the construction site in a reasonably clean, orderly, sanitary and litter-free condition.

(iii) *Trash and debris to be removed within five days of final inspection.* Trash and debris shall be removed from the construction site and the area properly cleaned to the satisfaction of the village manager within five workdays following completion and final inspections of the work performed under a building permit, and in all instances prior to the issuance of a final certificate of occupancy.

(c) *Litter, untended vegetation and stagnant water.* The accumulation of litter, untended vegetation or collection of stagnant water upon any parcel of land in the village, owned, leased or otherwise in the possession of the owner or tenant, or within the adjoining street rights-of-way is a public nuisance, a violation of land use regulation and is not permitted. No owner, tenant, or guest may permit or carry out such activity.

~~(9) — *Flood damage prevention.*~~

~~(a) — *Purpose.* This regulation is adopted to insure the continued availability of said flood insurance; to comply with federally imposed requirements; and to protect the public health, safety and general welfare, by minimizing flood losses in the flood hazard areas of Indian Creek Village, and to require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction and substantial improvement; control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters; control filling, grading, dredging and other development which may increase erosion or flood damage, and; to insure that potential home buyers are notified that property is in a flood area.~~

~~(b) — *Variances.*~~



~~(i) — *Village manager to act upon applications.* Pursuant to Article 11, Administration and Enforcement, Section C, Variance Procedure, the village manager or his designee shall have the authority and duty to consider and act upon applications for a variance from these regulations for properties located within the incorporated areas of Indian Creek Village as hereinafter set forth. The village manager or his designee is hereby advised that in granting any variances hereunder, said official shall consider the purposes of the National Flood Insurance Program as specified in Title 44, Code of Federal Regulations. Furthermore, the village manager or his designee shall consider the fact that an annual report on variances granted shall be submitted to the National Flood Insurance Administration, which report is the basis for continued availability of flood insurance to the inhabitants of the incorporated areas of Indian Creek Village, and therefore variances shall be granted with extreme caution.~~

~~(ii) — *Village manager may grant variances.* The village manager or his designee may grant variances from the terms of this regulation as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of the provisions hereof will result in unnecessary hardship, and so the spirit of the regulations shall be observed and substantial justice done; provided, that the variance will be in harmony with the general purpose and intent of this regulation and that the same is the minimum variance that will permit the reasonable use of the premises. Specific criteria for granting nonuse variances shall be further enumerated in Article 11, Administration and Enforcement, Section C, Variance Procedure. Upon receipt of all necessary information including a staff report, the village manager or his designee shall review the information and render his decision, either approving, modifying or denying the request. All approvals or modifications shall not be effective until ten days after the village manager or his designee's decision is rendered. A courtesy notice containing the decision of the village manager or his designee shall be mailed to adjacent and abutting property owners of record, their tenants or their agents, that are duly noted on the application. The failure to mail or receive such courtesy notice shall not affect any action or proceedings taken hereunder.~~

~~(iii) — *Application review requirements.* In passing upon all such applications, the village manager or his designee, shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this regulation, and:~~

- ~~1. — The danger that material may be swept onto other lands to the injury of others;~~
- ~~2. — The danger to life and property due to flooding or erosion damage;~~
- ~~3. — The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;~~
- ~~4. — The importance of the services provided by the proposed facility to the community;~~
- ~~5. — The necessity of the facility to be located on the waterfront;~~
- ~~6. — The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;~~
- ~~7. — The compatibility of the proposed use with existing and anticipated development;~~

~~8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;~~

~~9. The safety of access to the property in times of flood for ordinary and emergency vehicles;~~

~~10. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the sites.~~

~~11. Upon consideration of the factors listed above, and the purposes of this regulation, the village manager or his designee may attach such conditions, limitations, and restrictions to any variance as he deems necessary to further the purposes of this regulation.~~

~~12. *Criteria for variances:*~~

~~(a) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of a historical building, a determination that the variance is the minimum necessary in order not to destroy the historic character and design of the building;~~

~~(b) Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to the public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.~~

~~13. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.~~

~~14. The village manager or his designee shall maintain the records of all variance actions and report any variances to the Federal Emergency Management Agency upon request.~~

~~15. Review and appeal. Review of any decision or action of the Indian Creek Building Official, Village Manager or his designee pursuant to this regulation shall be to the village council. Any person aggrieved by any decision of the Indian Creek Village Council on an appeal may seek judicial review in accordance with the Florida Rules of Appellate Procedure.~~

~~(c) *Warning and disclaimer of liability.* The degree of flood protection required herein is considered reasonable for regulatory purposes and is based on scientific studies. Larger floods may occur. This regulation shall not be deemed to imply that areas inside or outside designated flood hazard areas will be entirely free from flood or flood damages, and shall not create liability on the part of Indian Creek Village or any officer or employee or contractor thereof for any flood damages that result from reliance on this regulation or any administrative decision lawfully made thereunder.~~

~~(d) *Penalties for violation.* Willful violations of the provisions of this regulation or failure to comply with any requirements hereunder (including violations of conditions, restrictions, or~~

~~limitations established in connection with any variances) shall constitute an offense punishable by a fine of not more than \$500.00 or imprisonment for not more than 60 days or both. Each day such violation continues shall be considered as a separate offense.~~

~~Notwithstanding the provisions of this subsection, the official responsible for the enforcement of the provisions of this regulation may secure enforcement hereof by any legal action necessary, such as application to any court for injunctive relief, revocation of any building permit issued hereunder or other appropriate means.~~

(Ord. No. 162, § 1, 9-22-2005; Ord. No. 180, § 1, 5-7-2007; Ord. No. 182, § 1, 6-4-2007; Ord. No. 190, § 1, 11-12-2007; Ord. No. 205, § 4, 9-4-2012; Ord. No. [215](#), § 2, 5-5-2015)

## **B. - Water uses.**

### (1) *Boating.*

(a) *Adoption by reference of state and county boating laws.* The laws of the State of Florida and of Miami-Dade County governing the operation and use of boats are hereby adopted and incorporated into the regulations of the village and shall pertain to all boats within the municipal boundaries of the village.

(b) *Boats as residences.* No live-aboard boats, or boats which may be maintained or used as a place of residence, shall be allowed within the village for a period exceeding 14 days in the aggregate and not necessarily consecutively in any one year, excepting crews as may be approved by the village council.

(c) *Trees or shrubbery extending over seawall.* It shall be unlawful for any owner or owners of any lot within the village to permit trees or shrubbery to extend over the seawall and bulkhead surrounding the waterfront of lots in the village so as to constitute a public nuisance, an unreasonable source of annoyance, and a violation of village land development regulations.

(d) *Maintenance of seawalls.* It shall be unlawful for any owner or owners of any lot within the village where there exists a seawall between such lot and the water, to permit such seawall to deteriorate to the extent that it will encroach or fall into the water, or exhibit indications that such deterioration in any area of the seawall has progressed to a point where greater than 50 percent of its structural integrity has been lost.

(e) *Seawalls, bulkheads, retaining walls, construction.* Seawall, bulkhead, retaining wall or similar installation shall be of masonry or native stone construction or other material similar to the existing similar installations. The village manager shall determine whether or not any proposed construction in this regard shall comply with the requirements of this regulation.

(f) *Boats as hazards.* Whenever, in the opinion of the village manager the condition or the operation or use of any boat or equipment aboard any boat in the village is such as to constitute a hazard, either to the safe passage of other boats because of unsanitary, unsafe, unsound conditions created thereby, or because of dilapidation or unsightliness thereof, or a hazard to the aquatic

environment within the village, or the conduct of its crew or other authorized users in violation of the Village Code, the owner of such boat shall, within three days after receiving notice of violation from the village manager, remove such boat from the village, and for failure to do so shall be responsible to the village for all direct and indirect costs, expenses, fines, penalties, compensations for corrective work or action undertaken by it for the purpose of removing such boats in accordance with the provisions of these land development regulations.

(g) *Speed limit on waterway.* It shall be unlawful to operate any boat in the waters of the village at a rate of speed which creates a wake; provided, however, that in no case shall such boat exceed a speed limit of six miles per hour.

(h) *Endangering life or property with boats.* It shall be unlawful to operate any boat in any of the waters within the territorial limits of the village in such a manner as to endanger life or property.

(i) *Discharging dangerous materials into waterway or on adjacent lands.* It shall be unlawful to discharge into or deposit upon any of the waters or lands lying within the territorial limits of the village, any thing, material or substance endangering life or property or defiling the environment, health, safety, welfare, aesthetics, and character of the village. Such prohibited materials include but are not limited to oil, fuel, prohibited pesticides and other permitted chemicals not in accord with manufacturer's directions, sanitary waste, toxic and hazardous wastes, or garbage, trash and debris.

(j) *Hurricane procedures.* Pursuant to State of Florida regulations, the village manager will promulgate, distribute, post and enforce regulations for the use of the waters within the village in the event of a hurricane, its threat, or other act of God or natural disaster. It is recognized that a hurricane is considered to be a natural disaster or act of God and that, therefore, certain regulations, laws and ordinances may be negated by such an event and that specifically, in this case, those dealing with anchorage and moorings is not applicable in that, under such emergency conditions, an owner's or lessee's permission may be given to moor boats belonging to others to their property during a hurricane. However, in view of the proficiency of the National Hurricane Center in predicting a hurricane, the following shall apply:

(i) *Boats secured 24 hours prior.* Boats using the waters in the village for refuge will be securely moored not later than 24 hours prior to the officially predicted approach of a hurricane.

(ii) *Adequate equipment required.* Such boats will be moored only with adequate equipment and safeguards in a manner so as to eliminate or minimize damage to other boats, property or persons in the village. However, no such moorings will constitute an official approval thereof by the village and no resultant damages or liability will accrue against the village.

(iii) *Damage responsibility of owner.* It is clearly established that any damage to boats, property or persons following from any emergency hurricane moorings in the waters of the village will be solely the responsibility and liability of the owner of the boat, including removal, salvage of said boat, and damage to property of others resulting from such mooring.

(2) *Potable water and wellfield protection.* See Miami-Dade County Health and Water and Sewer Departments, DERM and South Florida Water Management District for regulations and requirements.

(a) *Minimum level of service standards established.* The minimum acceptable level of service standards for potable water and fire protection shall be such that water is to be delivered to users at a pressure not less than 20 pounds per square inch (20 psi) and not greater than 100 psi; minimum fire flows shall be maintained at not less than 500 gpm in single-family residential areas of densities of less than 5.8 units per acre; 3,000 gpm in all other recreational areas of the country club having fire safety characteristics comparable to Miami-Dade County commercial and industrial areas; automatic fire suppression systems shall be required in all buildings of six floors or more; water quality shall meet or exceed all federal, state, and county primary standards for potable water; Miami-Dade County WASA system-wide storage capacity for finished water shall equal no less than 15 percent of the county-wide average daily demand.

(b) *Added demand to water system to be established.* All new construction causing added demand to the potable and irrigation water supply shall be required to establish through engineering analysis at the owners cost that such demand can be met with the existing water distribution system. If the current system is not capable of meeting the new demand within the established level of service standard, the owner must pay for all improvements necessary to increase the capacity of the system or reduce demand elsewhere to release existing capacity for the new site. Failing to provide the necessary capacity in place at the time demand is scheduled to begin will result in a denied building permit or withdrawal of the building permit and a denied certificate of occupancy.

(c) *Hazardous materials and fuel tanks to be registered.* To protect groundwater recharge all hazardous materials and fuel tanks must be registered with Miami-Dade County DERM with a certified copy delivered to the village for local inventory and tracking.

(3) *Stormwater management.* The management of stormwater is necessary to protect the population from the hazardous or undesirable conditions of: a. prolonged surface water accumulation; b. flooding; c. exposure and contamination of vital resources by adulterating substances or processes. To achieve such protection it is necessary that the village and property owners and visitors within the village adhere to the following regulations of DERM (Chapter 24, Code of Miami-Dade County) and/or village engineer.

(Ord. No. [215](#), § 2, 5-5-2015)

## **ARTICLE 5. - ENVIRONMENTALLY SENSITIVE LANDS PROTECTION**

### **A. - Purpose; compliance with applicable regulations.**

The village recognizes its interdependency upon the natural and manmade environment of Biscayne Bay. In support of efforts to nurture, protect, and promote the balanced maintenance and enhancement of the living environment, the village requires development to adhere to applicable

development and building codes, including, to the extent applicable, the environmental protection regulations of Miami-Dade County for the protection of the Biscayne Bay aquatic preserve.

**B. - Effect of comprehensive plan.**

As Indian Creek Island is essentially completely developed with respect to planned capacity and existing and planned improvements of substantial environmental impact, it is the intent and finding of the village that such conditions as are included in the comprehensive plan shall constitute an environmentally balanced design for protection of environmentally sensitive lands such as they exist and are planned to exist in the village. All improvements undertaken and completed in substantial conformity with the comprehensive plan and this unified land development code shall be considered protective of environmentally sensitive lands.

**C. - Environmental impact studies.**

In the event the village considers the specific nature of a proposed improvement to be of unknown or suspected deleterious impact on the environment of the island and adjacent bay waters, then the village may require through its manager, that an environmental impact study be conducted by and at the sole cost to the applicant. Such study shall establish scientific data and expert analysis and opinion as to the precedent condition, and anticipated effect of the proposed development. The study shall also identify specific mitigation actions which may be taken to eliminate, offset, counter, or otherwise negate or balance the negative effects of the proposed development.

**ARTICLE 6. - LANDSCAPE**

**A. - Intent.**

The village intends that the design, administration, management, regulation, and stewardship of the land, air, water and related biological and aesthetic environment within its jurisdiction is to be accomplished in a balanced fashion, based upon local community understanding, judgment and knowledge of the unique requirements and characteristics of Indian Creek Village.

The village shall conform to Chapter 18A, County Landscape Ordinance, Code of Miami-Dade County, Florida. These regulations shall be a minimum standard which shall be enforced by the village council and manager as set forth in the regulations. Additional landscaping may be required by the village in order to maintain its unique characteristics.

**ARTICLE 7. - SIGNAGE**

In recognition of the unique nature of the village, its inhabitants, the exceptionally limited need for sign-based information, communication, and the expressed desire of the village through its elected council to maintain strict standards which regulate size, color, texture, shape, placement, and maintenance of sign facilities, without infringing upon the first amendment right to free speech nor the inhabitant's right to privacy, the following regulation of signage is established.

### **A. - Prohibited signs; application; bond; fee.**

Only permitted signs may be constructed, erected, or maintained within the village. No other signs are permitted, including but not limited to commercial business signs, billboard advertising, snipe signs, personal property sale signs, professional services signs, illuminated signs, or any other signs of a commercial, mercantile, industrial, or marketing [nature], propaganda, instructional, or other sign of any nature or intent. Permitted signs must be installed only upon application to the village, posting of a bond, approval by the village, and payment of a fee of not less than \$100.00 or 25 percent of [the value of] such sign whichever is more.

### **B. - Permitted signs.**

Permitted signs include:

(1) *Traffic control signs.* Signs shall be permitted for the direction and control of vehicular, pedestrian, aviation and marine transport traffic. Such signs are to be located only in the street right-of-way or on or adjacent to the bulkheads as conditions dictate, unless otherwise approved by the village by motion. Such signs shall adhere to the aesthetic and design standards of the village.

(2) *Real estate for sale signs.* As an exclusive residential community, the need for such signs is very limited. Owing to the slow speed of the vehicle, close proximity of the passenger to the property, need to protect first amendment rights and the aesthetics of discreet carefully standardized artistic design, the following design and placement standards shall be adhered to.

Size: Not larger than 40 square inches.

Format: One side only.

Materials:

Background and mount color: Pantone #556, a medium moss green.

Trim/accent/hairline border: Pantone #443, a medium moss grey.

Text colors: Pantone #344, a light moss green.

Sign material may only be smooth sealed wood, signboard or sheetmetal, primed and painted a minimum of two coats in gloss letters on matte background and gloss foreground. Mount material must be a smooth routed wooden frame, with interior and exterior quarter round molding detail. Sign is to be mounted within the frame with no edges of the sign showing. The mount is to include two two-inch by two-inch vertical standards one each at each side end of the mount, pointed at the bottom end to facilitate penetration into the ground, and topped at the other end with a wooden ball turning not larger than three inches in diameter to terminate the standards.

Height above the ground: The top of the sign and mount shall be not more than 12 inches above the finished grade of the ground or lawn.

Content: In addition to such real estate message as the author may wish, the sign must contain at a minimum the word "Inquire" in capital and lower case four-inch-high Times Roman font text and

centered horizontally, and followed below with the phone number for contact, in 2½-inch-high Times Roman italic font and centered horizontally. Any other text must be one inch high or less, in Script font, justified and at the bottom of the sign. No bold text is permitted.

Placement: The mount and sign shall be placed onsite, at the front of the property within three feet of the edge of an entrance drive to the site, generally parallel to the street and blended into the composition of the landscape of the site. The sign may only remain so long as the property is actively on the market, as evidenced by monthly report to the village manager containing copies of current advertising, and providing that the sign and property is fully maintained.

Number permitted: One per site.

(3) *Facilities identification sign.* Each site shall bear the site number as established by the village in a size not to exceed six inches in font height. Said site number shall be visible to emergency vehicles on the adjacent public right-of-way and of a typeface that is easily read from adjacent public right-of-way. An optional location or sentimental reference name of the facility may be included in text not exceeding four inches in font height, and not exceeding six words. Names of the owner, business, occupants, or current or past residents may be displayed. No other sign may be placed on the site so as to be visible from the street or bay. The overall size, placement, aesthetic design, and engineering of the sign shall be subject to the approval of the village. Such signs may only be indirectly illuminated and only to such intensity as is minimally necessary to permit observation of the site number at night from within a vehicle. No direct lighting is permitted. No such lighting source may be seen by any other site.

(4) *No trespass posted land signs.* In conformance with F.S. ch 810, on vacant lands upon which trespass is intended to be prohibited by the owner, the minimum number of no trespass posted land signs shall be placed at each corner and not more than 500 feet apart along the property boundary. The design standards shall be equal to that of the real estate for sale signs except that the text shall be as follows:

Content: The sign must contain the words "No Trespassing" in capital and lower case letters not smaller than 2½-inch-high Times Roman font text and centered horizontally, and followed below with the name of the owner, lessee, or occupant. No bold text is permitted.

### **C. - Maintenance.**

All permitted signs shall be maintained at all times in a complete, clean, straight (at right angles or parallel to horizontal), neat, finished condition, free of rust, corrosion, peeling coatings, and weathered, faded condition, unless an approved component of the aesthetic design.

## **ARTICLE 8. - TRAFFIC MANAGEMENT**

### **A. - Roads and rights-of-way operations and maintenance.**



(1) [*Road maintenance.*] All road rights-of way within the village as operated and maintained for private access to the private residential property and for members and invited guests of the private Indian Creek club and golf course and support service access shall continue to be operated and maintained at the current level of service provided by a two-lane undivided local street, and bridge system. No road surfaces or rights-of-way shall be used to provide open public access to bulkheads of the island. Such access shall be limited to administration, operation maintenance, safety and security of the village, and the environment.

(2) [*Stop signs.*] The village may erect and maintain stop signs on village roads and rights-of-way which it deems to be reasonably necessary for control of vehicular traffic and for the safety of village residents and guests.

### **B. - Parking.**

(1) *Off-site.* Except as provided in subsection (3) below, no off-site parking is available or permitted. Temporary off-site parking of vehicles in direct support of maintenance, construction, repair, or other services shall be permitted only to the extent necessary to achieve the required work. All other vehicles shall be located in areas on-site designated for such parking.

(2) *On-site.* On-site parking is provided as designed to meet the individual site plan requirements of each site as recommended by the village manager. Periodic, temporary overflow parking on designated grass areas is permitted on the grounds of the country club in a customary and safely managed fashion.

(3) *Right-of-way.* It shall be unlawful for anyone to park a motor vehicle of any kind or golfcart in the paved roadway of Indian Creek Island Road, on the right-of-way of Indian Creek Island Road, or in driveway entrances in the road right-of-way in areas adjacent to lots; however, it shall not be unlawful for vehicles and carts to temporarily park on any unpaved portion of the dedicated road right-of-way located adjacent to or across from the residences during the course of any party, function or other activity taking place in a nearby residence where on-site parking is insufficient.

(4) *Reserved.*

(5) *Penalties.* Anyone violating Article 8, Section B, subsection (3) shall be subject to the following fines:

First offense: \$100.00.

Second offense: \$200.00.

All subsequent offenses: \$500.00 for each subsequent offense.

(Ord. No. 200, § 2, 11-16-2010; Ord. No. [215](#), § 2, 5-5-2015)

## **ARTICLE 9. - PUBLIC FACILITIES AND SERVICES CONCURRENCY**

The following are the minimum acceptable level of service standards to be maintained and used in planning for capital improvement needs for public facilities and services in support of the comprehensive plan and the land development regulations:

### **A. - Traffic.**

(1) The minimum level of service standard for the village roadways is established at LOS C. The future land use element provides development at such low densities that no development order issued in conformance with the plan will generate traffic in excess of the established LOS C. Therefore, all development approved and undertaken in strict conformance with the comprehensive plan shall be presumed to have met the requirements of maintaining LOS C or better capacities of the village roadways.

### **B. - Potable water.**

(1) Potable water. The minimum acceptable level of service standards for potable water and fire protection shall be such that water is to be delivered to users at a pressure not less than 20 pounds per square inch (20 psi) and not greater than 100 psi; minimum fire flows shall be maintained at not less than 500 gpm in single-family residential areas of densities of less than 5.8 units per acre; 3,000 gpm in all other recreational areas of the country club having fire safety characteristics comparable to Miami-Dade County commercial and industrial areas; automatic fire suppression systems shall be required in all buildings of six floors or more; the Miami-Dade County regional potable water treatment system shall operate with a rated capacity which is no less than two percent above the maximum day flow for the preceding year; water quality shall meet or exceed all federal, state, and county primary standards for potable water; Miami-Dade County WASA system-wide storage capacity for finished water shall equal no less than 15 percent of the county-wide average daily demand.

(Ord. No. [215](#), § 2, 5-5-2015)

**Cross reference**— Water, § 6-51 et seq.

### **C. - Sanitary waste.**

(1) Septic tank systems shall be properly operated and maintained at all times to provide sanitary conditions for waste disposal. The continued proper management of such systems shall ensure protection against overflow discharge, improper substance disposal, and the improper functioning of traps, lines and drainfields. This will avoid introduction of unacceptable levels of bacterial contamination into the adjacent bay waters and continue the acceptable utilization of such septic tank systems. The owner of the facility shall have the full burden to operate, maintain, and bear the cost of damage, administration, prosecution, penalties, and burden of the failure of their sanitary waste disposal systems to function in a safe, healthful and lawful manner.

When new buildings are permitted, the septic tank systems shall meet all Miami-Dade County and State of Florida standards for design and construction, and remain accessible for periodic inspection and future monitoring.

A separate permit shall be required for the installation or repair of all septic tanks.

(Ord. No. [215](#), § 2, 5-5-2015)

**D. - Solid waste.**

- (1) *Solid waste.* The village shall maintain nominal collection services by contract vendor at the following levels of service available: residential pickup is to be not less than an annual average of twice a week for household waste and once per week for trash; country club service provided by private contract service, shall continue at a level of service as agreed upon by the parties, not less than once per week. In cooperation with Miami-Dade County, the village shall provide and maintain a minimum acceptable level of service for solid waste collection at an annual average design generation rate of seven pounds per capita per day on a regional basis and an annual average of 1,000 pounds per day total residential and club trash generation, exclusive of landscape debris. Disposal facilities shall be collectively maintained at a minimum of five years' capacity to be available at the regional design generation rate of seven pounds per capita per day, with support proportioned as their interests may appear. Enforcement of such LOS standards shall be provided by the agency with the jurisdictional and operational responsibility to regulate such facilities. The village shall require evidence of service capacity for both collection and disposal as a condition of any development order issued within the village, effective upon adoption.

**E. - Drainage.**

- (1) Drainage. The village shall require projects to be designed to prevent flood damage in accord with applicable law. The village shall coordinate with the South Florida Water Management District and Miami-Dade County to assure regional and local drainage and flood protection programs are maintained. The minimum acceptable level of service standards for drainage shall be protection from the degree of flooding that would result from a storm event that statistically occurs once in five years for a duration of one day. All land on which habitable development is to occur shall be filled, or habitable structures elevated, to meet or exceed the Miami-Dade County flood criteria adopted by resolution R-951-82, as may be amended from time to time. ~~All occupiable structures shall be constructed at, or above the minimum floor elevations 12 inches above the base 100-year flood event elevation of eight feet NGVD as specified in the federal insurance rate map and program for Indian Creek in Miami-Dade County, Florida.~~ All new development must retain at least the first one inch of stormwater runoff onsite. Exceptions to this first inch criteria will be reviewed on a case-by-case basis for alternative design solutions to meet extraordinary site conditions and retain equivalent protection of community resources and level of service standards. The burden for the effective protection of the community shall be solely borne by the developer and/or owner of such variance site for any failure of such alternative design and its subsequent correction.

**F. - Concurrent provision of public facilities and services.**

(1) *Concurrency management program (CMP)*. The village hereby establishes the concurrency management program (CMP) to execute the policies set forth in the comprehensive plan and assure compliance with the established level of service standards and commitments made by affected developments. The CMP provides for the regulation and administration of the issuance of development orders to be predicated upon the provision of public services consistent with the comprehensive plan and these land development regulations. The CMP provides that public facilities shall be available to serve developments which are existing, and those holding valid development orders prior to the adoption of the comprehensive plan. [The CMP includes the following:]

Concurrency management monitoring system (CMMS).

Development orders and concurrency.

Schedule of capital improvements.

(2) *Concurrency management monitoring system (CMMS)*. A concurrency management monitoring system (CMMS) is hereby established which shall enable the village to determine whether it is adhering to the adopted level of service standards and its schedule of capital improvements and to demonstrate the village's capability of monitoring the availability of public facilities and services. The CMMS consists of a series of records and logs which record the current capacity, current demand, and the added capacity and demand associated with each development order issued as it relates to the public services and facilities for potable water, sanitary waste, solid waste, and drainage.

(3) *Development orders and concurrency*. No development order may be issued without the assurance of the provision of necessary public facilities on a timely basis concurrent with the need for such facilities to serve existing and proposed developments. Such assurance shall be by one of the following six means and conditioned as applicable by the seventh provision as follows:

(a) The necessary facilities are under construction at the time the building permit is issued and such construction is the subject of enforceable assurance that it shall be completed and serviceable without unreasonable delay;

(b) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the building permit is issued;

(c) The necessary facilities are funded and programmed for construction in year 1 of the village's adopted capital budget, or similarly adopted budget of other government agencies;

(d) The necessary traffic circulation and/or mass transit facilities or services are programmed for construction in or before year 3 of the village's adopted budget or similarly adopted budget of other government agencies including the county's capital budget or the state agency having operational responsibility for affected facilities; in all cases, such facilities must be committed for construction in or before year 3;

(e) The necessary facilities and services are guaranteed, in an enforceable development agreement, to be provided by the developer. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220, or an agreement or development order issued pursuant to F.S. ch. 380; or

(f) Timely provision of the necessary facilities will be guaranteed by some other means or instrument providing substantially equivalent assurances; and

(g) In all instances where a decision to issue a building permit is based on the foregoing provisions (c), (d) or (e), the following conditions shall apply:

(i) The necessary facilities shall not be deferred or deleted from work program or adopted one-year capital budget unless the dependent building permit expires or is rescinded prior to the issuance of a certificate of use and occupancy (CO);

(ii) The facilities necessary to serve a development must be contracted for construction no later than 36 months after the date that the initial certificate of use and occupancy (CO) is issued for the dependent development;

(iii) Construction of the necessary facilities must proceed to completion with no unreasonable delay or interruption; and

(iv) All essential facilities must be in place and capable of supporting the allowable occupancy of a structure as of the time and intensity of demand for such facilities.

**(4) Schedule of capital improvements.**

(a) The comprehensive plan schedule of capital improvements shall be reviewed with respect to each development order to determine the extent to which public capital improvements may be involved. If adjustments are required by the proposed development, to the schedule of capital improvements, such changes shall be made and the cost borne by the developer and owner of the proposed development, in compliance with [subsection] (3), development orders and concurrency, above.

(b) The village shall assure the provision of public facilities and services at no less than the established level of service standards and manage the land development process to assure public facility needs do not exceed the village's ability to adequately fund and provide or require provision of needed capital improvements.

(c) The implementation of future land use decisions through the land development regulations and development order issuance shall be moderated by the availability of fiscal resources to permit the provision of capital facilities and related resources to maintain the level of services at adopted levels.

(d) The capital facilities and infrastructure implications of land use and development plans will be analyzed and set forth with attention to the following:

(i) Safety improvements and hazard mitigation.

- (ii) Elimination of substandard conditions.
  - (iii) Demonstrated linkage between projected growth or redevelopment and facility location.
  - (iv) Balance between supporting new development or redevelopment.
  - (v) Financial feasibility, including longterm operating costs.
  - (vi) Coordination among agencies of capital programs.
  - (vii) Contractual and/or mandatory obligations.
- (e) Development shall be required to bear an equitable share of the cost of providing public facilities and infrastructure consistent with the comprehensive plan, and the land development regulations.
- (i) For each service the equitable share shall be based upon:
    1. The opportunity cost for the availability of such facilities and services at the maximum deliverable designed and reserved rate or level attributable to the development including common capital improvements, operations, maintenance, without regard to level of actual consumption; and
    2. The consumption cost for those facilities and services consumed directly by the development.
  - (ii) The intent of the equitable share burden is to provide the means for public facilities to be constructed and the cost borne by all who benefit from their use or availability for use, in such a fashion that none are granted an unfair advantage in spite of the passage of time, change in technology and the condition of the system. To that end, the bearing of such equitable share may be by:
    1. Cash deposit at 105 percent of the estimated cost for such improvements;
    2. Construction bond at 125 percent of estimated cost for such improvements;
    3. Construction of the required improvements related to the development and cash or bond contribution at the previously stated rate for such other equitable share not accounted for by the construction;
    4. Construction of all of the required improvements serving the entire community of existing and potential consumers, with a capital recapture agreement which, in the general public interest, provides for the payment by each other current and subsequent development users of the facility and/or services, an obligation to compensate the original capital contributor an amount equal to the equitable share of the then current estimated cost to provide like services and/or facilities, discounted for age, wear, and functional obsolescence and credited for prorated equitable contributions for further improvement and capital repair and/or replacement.

## **ARTICLE 10. - PERMIT PROCESS**

### **A. - Land development review.**

The use and development of the lands within the village jurisdiction are regulated by the land development regulations and the comprehensive plan. No development may be undertaken unless it is in compliance with these regulations. Prior to development approval all proposed development must be reviewed to determine if and to what extent the proposed work is consistent with the land development regulations. Application for development review shall include a site plan and, if applicable, building elevations. The review must be completed and included in the deliberations related to the granting of any development order. Such review must include but is not limited to:

- (1) *Land use classification evaluation.* Each proposed development, renovation, restoration, or construction must be evaluated as to the intended land use and classification and found in compliance with applicable regulations.
- (2) *Concurrency evaluation.* Each proposed development, renovation, restoration, or construction must be evaluated as to the availability of all public facilities and services concurrent with the demand generated by such development in compliance with applicable regulations.

(Ord. No. [215](#), § 2, 5-5-2015)

### **B. - Florida Building Code.**

The Florida Building Code, as amended is hereby adopted as the general building code of the village. Additional regulations specific to the unique conditions within the village are also contained in the land development regulations.

### **C. - Building regulations.**

(1) *Preliminary design plans.* All proposed public and private construction, erection, reconstruction, alteration, or change in use of a building within the village shall be required to submit preliminary design plans for review and approval by the village. Such preliminary design plans shall include, at a minimum:

- (a) The site survey which accurately describes in map diagrams and text the scaled location and extent of all:
  - (i) Property lines, easements, adjoining rights-of-way;
  - (ii) Utilities including location of mains, valves and meters for potable water, irrigation water, and fire suppression media, septic tanks and drainfields, fuel tanks above and below ground (both in use and abandoned), storm drainage system components including inlets, lines, traps, and outfalls, and lot front bulkhead outfalls of any kind;
  - (iii) All improvements including walkways, buildings, pools, decks, edge of pavement, driveways, heating and air conditioning mechanical equipment;
  - (iv) Topography at one-foot vertical contours, [lowest finish](#) floor elevations relative to the [datum on the Flood Insurance Rate Map](#)~~flood control vertical datum then in effect~~;

(v) Storage location and nature of any hazardous materials including caustic, explosive, toxic, or highly reactive chemicals, such as chlorine, propane, oxygen, ammunition, poisons, fertilizer, paints and thinners or other such materials contained on a list of such hazardous materials maintained by the village;

(vi) Species, diameter breast height and location of trunk, crown and spread of all trees of three-inch breast caliper (diameter of the trunk at 4 1/2 feet above grade) or larger lying within the building site and within 150 feet of the proposed improvement, or as determined by the village manager if essential to vistas and aesthetics of the island.

Such survey shall be in accordance with the Florida Building Code.

**D. - Minimum work and hourly requirements and construction time schedule.**

(1) Permit intent. A permit issued shall be construed to be an authorization to proceed with the work which shall be in compliance with all village ordinances and the Florida Building Code and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of this code or any other village ordinance or the Florida Building Code; nor shall such issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans or in construction, or finding violations of this code or any other village hall codes or ordinances. Reviewed, stamped sets of plans shall be kept at the job site and at the village hall at all times. The reviewed, stamped plans at the village hall shall become the property of the village and the owner shall be responsible for updating the filed plans upon completion to "as built" plans.

(2) *Effective terms of permit.* Every permit, including village approvals, issued by the building official under the provisions of this section shall expire by limitation and become null and void if work authorized by such permit is suspended or abandoned at any time after the work is commenced. Work shall be deemed to have been suspended when:

(a) A full complement of workmen and equipment is not present at the site;

(b) The progress of the work does not reflect that the contractor or his subcontractors have been involved in the work a minimum of 16 hours during any calendar week.

(3) *Agreed maximum time schedule for completion of construction.* A maximum time is established for the completion of construction projects as set forth in the construction schedule that follows herein. Said maximum time is a condition of all applicable permits and acceptance of the permit constitutes consent to such condition. Failure of the permit holder to pursue construction under the permit in accordance with the maximum time schedule shall be prima facie evidence that the building project has not commenced or has been suspended or abandoned. Such prima facie evidence shall be in addition to any other evidence that construction under the permit has not been commenced or has been suspended or abandoned under the permit.



**MAXIMUM TIME FOR COMPLETION OF CONSTRUCTION SCHEDULE**

	<b>Type of Construction</b>	<b>Maximum Time Permitted</b>
I.	Small projects: All new or remodel 3,999 square feet or less under roof	18 months
II.	Medium projects: All new or remodel 4,000 square feet to 8,999 square feet	24 months
III.	Large projects: All new or remodel 9,000 square feet or more	30 months

The permit extension fees, as may be amended from time to time, shall be found under the building department schedule of fees. The certificate of occupancy shall be withheld until such time as all fees are paid in full.

(4) *Reinstatement of permits.* Before work for which the permit has for any reason become void may be subsequently commenced or recommenced, a new permit shall first be obtained. A voided permit may be reissued for the amount of the original fee, provided the proposed work conforms with all requirements, ordinances, rules and regulations effective at the time of such renewal and a permit fee surcharge of ten percent shall also be imposed.

A courtesy notice may be given by the building official to the permit holder advising the permit holder that the permit is null and void.

(5) *Pre-work conference.* The building official shall require a pre-work conference. The minutes of such pre-work conference shall become special conditions of the permit.

(6) *Copy of ordinance to be furnished.* At or before the pre-work conference a copy of this ordinance shall be furnished to the owner, and/or the owner's designee. Said owner, and/or the owner's designee shall sign consent to the terms of this ordinance.

**ARTICLE 11. - ADMINISTRATION AND ENFORCEMENT**

**A. - Duties of village manager.**

It shall be the responsibility of the village manager or his designate to administer and enforce this ordinance. The village manager or building official, as provided by law, shall require information from any applicant for a building permit, or other use permits, that the proposed building, alteration, or use shall meet the requirements of this ordinance. Any permit issued in violation of the provisions of this ordinance shall be subject to revocation by the village manager or building official. The manager shall establish procedures necessary to administrate these regulations,

including the collection of fees set forth for such efforts expended both by the village staff as well as others found necessary for such technical review as determined by the village manager.

Such fees shall include at a minimum:

(1) A land development review application fee for receipt and establishment of a record of the project, and the initiation of the preliminary review process. Said fee shall be enumerated in the building department schedule of fees.

(2) A land development review fee for the costs of technical support in the review, analysis, discussions, and recommendations regarding an application for development. Such fee shall be for the full amount expended on the review, with an initial amount to be collected prior to further processing of the application following the transmittal of notice from the village of 110 percent of the estimated cost for such review, and a final amount to be exchanged to adjust for any difference between the estimated amount and the actual amount expended.

#### **B. - Planning and zoning board; local planning agency.**

There shall be an advisory body known as the planning and zoning board (P&ZB) and also known as the local planning agency (LPA), serving as a unified planning commission and zoning board as provided for in the Village Charter, and as the advisory agency required by F.S. ch. 163 for the maintenance of the comprehensive plan and the land development regulations, comprised of the members of village council. The planning and zoning board (P&ZB/LPA) shall have the responsibility to hear applications for amendments to the land development regulations, site plan reviews, variances and appeals applicable for specific proposed developments and to advise the village council as to their opinion of the merits of such requests. The P&ZB shall meet as needed at the request of the village manager and as called by the board chairman, or designate.

#### **A. - Variance procedure.**

(1) The village shall hear applications for and grant or deny nonuse variances from setback requirements subject to certain limitations, frontage requirements, height limitations, lot size restrictions, landscape/open space requirements and other deviations from the village land development regulation provisions which have no relation to change of kind, intensity, or nature of land use of the property in question. The village council, any of its members, or staff may inspect the premises and area under consideration. The village may grant a nonuse variance upon showing by the applicant that the variance meets all the following criteria:

(a) That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

(b) That the special conditions and circumstances do not result from the actions of the applicant.

(c) That granting the variance requested will not confer on the applicant any special privilege that is denied by these LDRs to other lands, buildings or structures in the same zoning district.

(d) That literal interpretation of the provisions of these LDRs would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these LDRs and would work unnecessary and undue hardship on the applicant.

(e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

(f) That granting the variance will not change the use to one that is not permitted in the zoning district or different from other land in the same district.

(g) That the granting of the variance will be in harmony with the general intent and purpose of these LDRs and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

(2) All applications for nonuse variance shall be initiated by the filing with the village manager of an application on a form prescribed by the village manager, executed by the owner of the property described in the application, or by a duly authorized agent, evidenced by a written power of attorney, if not a member of the Florida Bar. An initial nonrefundable fee for each variance requested, as enumerated in the building department schedule of fees, shall be paid to the village for the review of said application by the building official. Within 60 days of the variance application the building official shall render a decision approving, denying or requiring modifications to said request.

(3) If an applicant wishes to appeal the administrative decision of the building official a written request for review of said decision shall be made to the village manager. An appeal request shall include an appeal of building official decision fee, as enumerated in the building department schedule of fees, for each variance to be appealed. This fee shall cover the village's direct and indirect costs associated with this review by the village's manager, planner or other staff as deemed necessary. Within 60 days of the receipt of the appeal request and associated fees the village manager or designee shall render a decision either affirming the building official's decision or granting said variance request as submitted to the village manager.

(4) If requested, appeals of the village manager's decision shall be heard by the village council within 60 days of an application having been filed hereunder. Said appeal shall be reviewed and transmitted to the village council, together with the written recommendations of the village manager, or his or her designee, such recommendation to become a part of the hearing file and record, and open for public inspection. No action on the application shall be taken by the village council until a public hearing has been held following at least 15 days notice of the time and place of such hearing mailed to the property owners of record, on Indian Creek Island; provided, however, that failure to mail or receive such notice shall not affect any action or proceedings taken hereunder. A fee, as enumerated in the building department schedule of fees, for each variance appeal requested shall be submitted to the village for costs associated with the public hearing process.

(5) In granting any application for nonuse variance, the village council may prescribe any reasonable conditions, restrictions and limitations it deems desirable or necessary, in order to

maintain the integrity of the village land development and the comprehensive plan and the compatibility of the property in the village in relation to the present and future use of such property.

(6) All actions taken by the village council shall be by majority vote and resolution. In case, however, of objections to such application by the owners of record of 20 percent or more, either in person or in writing made known, of the property owners in the village, such variance shall require the favorable vote of four-fifths of all members of the village council.

(7) The village shall record among the public records of Miami-Dade County, Florida, notice of each variance granted.

(8) Unless the variance is used by issuance of a building permit within six months from the date of the meeting at which the variance is granted, such variance shall become null and void.

(Ord. No. 180, § 1, 5-7-2007)

#### **D. - Law enforcement.**

The chief of public safety is hereby authorized and designated to provide officers and boats, as available, for the purposes set forth in these regulations. He will coordinate the activities of the village public safety department, in connection with the provisions of these regulations as may be desirable or necessary, with yacht clubs, property owners, other public and private agencies or groups and law enforcement departments. He shall plan for safe havens as are available and, if not public property, obtain the necessary blanket permission for the use thereof from private property owners.

### **ARTICLE 12. - MINIMUM PROPERTY MAINTENANCE STANDARDS**

#### **A. - Single family residential.**

The owner and/or operator of any single-family residential property within the corporate limits of Indian Creek Village shall comply with the following minimum property maintenance standards:

(1) The exterior of all fences, garden walls, and similar enclosures, where exposed to the public view, shall be maintained in good condition and shall not show evidence of deterioration, ripping, tearing, or other holes or breaks. Painted or stained surfaces shall be free of peeling paint, mold or mildew and maintained in uniform colors, void of any evidence of deterioration. All fences or walls in a continuous line shall be uniform in color.

(2) All surfaces, including roofs, requiring painting or which are otherwise protected from the elements shall be kept painted or protected. All surfaces including roofs, shall be maintained free of mold, mildew, rust stains, loose tiles or other surfacing material, crumbling stone, brick or stucco, or other conditions reflective of deterioration or inadequate maintenance.

(3) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be permitted on any property or used on any property at any time as a residence, either temporary or permanently.

(4) No obstruction to visibility at street intersections or access easement intersections, or obstruction to traffic control devices, either in the form of landscaping or shrubbery or fence or other structure, shall be permitted at any time.

(5) No trucks containing any tools, supplies, equipment, or personal property of any kind, which items are visible from the adjacent street; commercial vehicles; or house or boat trailers shall be permitted to be parked or stored on the property, except during periods of approved construction permitted by the village's code enforcement division. This parking prohibition shall not apply to temporary parking of trucks and commercial vehicles used for pick up, delivery and the furnishing of commercial services. Except as previously provided in this sub-section, no trucks, trailers, boats or habitable motor vehicles of any nature shall be parked overnight on any property, except in an enclosed garage. These provisions shall not apply to routine cleaning, loading or unloading of motor homes or recreational vehicles. No living quarters shall be maintained when such motor home or recreational vehicle is so parked. All garage doors shall be closed at all times when not being used for ingress/egress or cleaning.

For the purposes of this section, commercial vehicles shall be defined as any vehicle:

a) Which bears, displays or has affixed to it any marking, sign, lettering, logo, picture, symbol, number or the like, whether alone, or in combination, which identifies or advertises a business or similar commercial venture or use;

(b) Designed or used for the commercial transportation of persons, goods, or things.

(c) Defined in F.S. ch. 316 and identified as a "trailer", "truck trailer", or "semi-trailer" (such statutory definitions being incorporated by this reference) and other vehicles commonly known as a "step van", "wrecker", "tow truck", "hearse", "ambulance", "taxicab", "well driller", and any other similar vehicle so constructed, designed or used as a tool or equipment and not as a conveyance for transporting personal items.

(d) Which exceeds eight feet in height from pavement to the highest point on the vehicle (including any appurtenances except antennas) and 23 feet in length from the outside of the front bumper to the outside of the rear bumper.

(6) All landscaping, including without limitation, trees, shrubs, lawns, flower bed, walkways and ground elevations shall be maintained in a neat, orderly and attractive manner, including necessary irrigation, consistent with the general appearance of developed portions of the village. Trees and shrubs shall be regularly pruned and not to be allowed to become overgrown. Lawns shall be mowed on a regular basis as necessary by the conditions. Grass shall not be permitted to grow to a height exceeding six inches from the ground. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain on any property. Dead and/or diseased plant material shall be removed and replaced with a suitable planting in a prompt manner. No vegetation shall be permitted to extend into the vehicle, pedestrian or bicycle travel lanes, except for tree canopies, which canopies must maintain height clearance for vehicular, pedestrian and bicycle traffic.

(7) No stagnant water shall be permitted to accumulate which would provide a nesting, breeding or feeding area for sand flies, mosquitoes or other insects.

(8) The exterior of all premises and every structure thereon, including all parts of the structure and appurtenance where exposed to public view, shall be maintained in good condition and shall not show evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks. All screened enclosures shall contain screens, which are properly fitted and maintained. All other surfaces shall be maintained free of broken glass, crumbling stone, brick or stucco or other conditions reflective of deterioration of inadequate maintenance.

(9) All occupied structures must have windows and doors in good working condition and free of boards, broken or missing glass, windows or jalousies.

(10) Garbage and solid waste containers shall be kept in a nuisance and order [odor] free condition.

(11) No litter or untended vegetation shall be permitted which could be a danger to the public health, safety and welfare by creating a fire hazard or by providing a nesting ground for rodents, snakes, or other species of pests.

(12) No condition shall exist which would adversely affect the aesthetic appearance and beauty of the village or which could negatively affect values of other properties in the village.

#### **ARTICLE 14. - INTERPRETATION; PURPOSE**

In interpreting and applying the provisions of this ordinance, such provisions shall in every instance be held to be the minimum requirements adopted for the promotion of the public health, safety, peace, comfort, prosperity, morals and welfare in compliance with the village comprehensive plan.

#### **ARTICLE 15. - REPEAL**

All ordinances or parts of ordinances in conflict in whole or in part with the provisions of this ordinance are hereby repealed, including Ordinance 41 adopted on March 30, 1983; Ordinance No. 44 adopted on May 18, 1983; Ordinance No. 48 adopted on September 3, 1985, as amended; section 2 of Ordinance 51 (section 13 of Ordinance 41) adopted on December 28, 1984; and Ordinance No. 53 adopted July 15, 1987.

#### **ARTICLE 16. - VALIDITY; SEVERABILITY**

If any section, paragraph, sentence, phrase, clause or other part or provision of this ordinance be declared by the court to be invalid, the same shall be severed from and not affect the validity of the regulations as a whole or any part thereof other than the part so declared to be invalid.

**SECTION 4. FISCAL IMPACT STATEMENT.**

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

**SECTION 5. APPLICABILITY.**

For the purposes of jurisdictional applicability, this ordinance shall apply in the Village of Indian Creek. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

**SECTION 6. INCLUSION INTO THE CODE OF ORDINANCES.**

It is the intent of the Village Council that the provisions of this ordinance shall become and be made a part of the Village of Indian Creek Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 7. SEVERABILITY.**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

**SECTION 8. EFFECTIVE DATE.**

This ordinance shall take effect on {insert date}.

**PASSED** on first reading **on January 21, 2020**

**PASSED and ADOPTED** in regular session, with a quorum present and voting, by the Village Council, upon second and final reading this {insert date}.

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**Bernard Klepach, Mayor**

**ATTEST:**

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**Marilane Lima, Village Clerk, CMC**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

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**VILLAGE ATTORNEY**

# TAB 5





August 21, 2020

To Honorable Mayor, Village Council and Village Manager  
Indian Creek Village, Florida  
9080 Bay Drive  
Indian Creek Village, Florida 33154

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP ("We", "our" or "us")

We are pleased to confirm our understanding of the services we are to provide Indian Creek Village, Florida (the "Village") for the fiscal years ending September 30, 2020 through 2025.

We will audit the financial statements of the governmental activities, the business-type activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the fiscal years ending September 30, 2020 through 2025.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB – required supplementary pension and OPEB information (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of The Village and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Honorable Mayor, Village Council and Village Manager of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, and contracts; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

You acknowledge that we must have sufficient time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. Should we not receive such information and assistance from you with sufficient time to complete our engagement procedures, then you acknowledge that we can give no assurances that our engagement will be completed prior to the date it may be required.

The financial statements are the responsibility of the Village's management, although management may consult with us regarding accounting principles applied to the financial statements and methods of application, the selection of accounting principles and method of application is a determination made solely by management.

Finally, with regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

At the conclusion of our audit, we will request certain written representations from you that, among other things, will confirm management's responsibility for the preparation of the financial statements in accordance with accounting principles generally accepted in the U.S., attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work, the completeness and availability of all minutes of the Council, and, to the best of your knowledge and belief, the absence of irregularities involving management or those employees who have significant roles in the Village's internal control structure. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The management representation letter must be signed and returned to us before we will release our auditors' report.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Caballero Fierman Llerena & Garcia, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory authority or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Caballero Fierman Llerena & Garcia, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory authority or its designee. The regulatory authority or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulating authority. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andrew Fierman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$22,800 annually for fiscal years ending September 30, 2020 September 30, 2022 (not including the Federal Single Audit, if required see below) with a 5% annual increase for fiscal years ending September 30, 2023 through 2025.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If in any year of this engagement letter, the Village is required to undergo a single audit in accordance with the Single Audit Act Amendments of 1996; Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"), the additional fee will be discussed at that time. Also, a new engagement letter will be provided that meets the requirements of the Uniform Guidance. The additional fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The Village hereby indemnifies Caballero Fierman Llerena & Garcia, LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the Village's management, regardless of whether such person was acting in the Village's interest. This indemnification will survive termination of this letter of engagement.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the Village and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the Village and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

**WE AND THE VILLAGE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE VILLAGE.**

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the Village and our relationship with the Village shall be governed by the laws of the State of Florida. In any litigation brought either by us or the Village, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

Our audit is intended for the benefit of the Village. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

If you intend to publish or otherwise reproduce the financial statements together with our report (or otherwise make reference to our Firm) in a document that contains other information, you agree to provide us with a draft of the document to read and comment on before it is printed and distributed. Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our auditors' report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.



With regard to the electronic dissemination of the audited financial statements, including statements published electronically on a website, you understand that electronic sites are means to distribute information and, therefore, we are not required to read the information contained on these sites or to consider the consistency of other information in the electronic site with the original document. Further, you hereby authorize Caballero Fierman Llerena & Garcia, LLP to electronically submit to your employees or to others as you may request or as may be necessary to perform our engagement, any financial statements, workpapers, and other information related to our services under this agreement. By your signature below, you acknowledge and agree to hold Caballero Fierman Llerena Garcia, LLP harmless from any damages, claims, liabilities, losses, and costs (including legal fees of counsel of our own choosing) whatsoever that might be caused by the electronic transmission or submission of this data.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the Village and Caballero Fierman Llerena & Garcia, LLP contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of continued service to the Village and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

A handwritten signature in blue ink that reads "Andrew Fierman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew Fierman, CPA  
Partner  
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

**RESOLUTION NO. 807**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AND MANAGEMENT LETTER PREPARED BY THE FIRM CABALLERO FIERMAN LLERENA + GARCIA LLP, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; RETAINING THE FIRM OF CABALLERO FIERMAN LLERENA + GARCIA, LLP TO PREPARE THE FINANCIAL AUDIT REPORT FOR FISCAL YEAR 2020; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 218.39, Florida Statutes, requires that a local governmental entity conduct an annual financial audit of its accounts and records; and

**WHEREAS**, Section 3.09 of the Indian Creek Village (the “Village”) Charter requires an annual audit of the Village’s financial accounts as provided by Florida Statutes; and

**WHEREAS**, Section 4.04(g) of the Village Charter further requires that a complete financial report be prepared and available for the Village Council and the public within 90 days of the end of each fiscal year; and

**WHEREAS**, the firm Caballero Fierman, Llerena + Garcia, LLP (the “Auditor”), has completed the audit of the Village’s financial accounts and records for the fiscal year ending September 30, 2019, and has prepared a Comprehensive Annual Financial Report and Management Letter; and

**WHEREAS**, the Village desires to accept the Auditor’s Comprehensive Annual Financial Report and Management Letter for the fiscal year ending September 30, 2019; and

**WHEREAS**, the Village further desires to retain the Auditor to perform the Village’s annual financial audit report for the fiscal year 2020.



**NOW THEREFORE BE IT RESOLVED**, by the Village Council of Indian Creek Village, Florida as follows:

**Section 1. Recitals Adopted.** That the recitals as set forth above are hereby adopted and confirmed.

**Section 2. Comprehensive Annual Financial Report and Management Letter Accepted.** That the Village Council hereby accepts the Comprehensive Annual Financial Report and Management Letter prepared by the Auditor for the fiscal year ending September 30, 2019 in accordance with the rules of the Auditor General of the State of Florida, the Auditor having advised the Village Council that all of the State audit requirements have been met and that no irregularities were found.

**Section 3. Engagement of Auditor for Fiscal Year 2020.** That the firm of Caballero Fierman, Llerena + Garcia, LLP, be retained to conduct the Village's annual financial audit for fiscal year 2020 under the terms and conditions described in the Letter of Engagement between Alberni, Caballero & Fierman, LLP and the Village dated August 21, 2020 a copy of which is attached hereto as Exhibit "A."

**Section 4. Implementation.** That the Village Manager is hereby directed to take all actions appropriate and necessary to implement and to effectuate the purposes of this Resolution.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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BERNARD KLEPACH  
MAYOR

ATTEST:

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MARILANE LIMA  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



# INDIAN CREEK VILLAGE, FLORIDA

May 22, 2020

**BERNARD KLEPACH**  
MAYOR

**JAVIER HOLTZ**  
VICE MAYOR

**ROBERT DIENER**  
COUNCIL MEMBER

**IRMA BRAMAN**  
COUNCIL MEMBER

**IRWIN E. TAUBER**  
COUNCIL MEMBER

**JENNIFER MEDINA**  
VILLAGE MANAGER

**STEPHEN J. HELFMAN**  
VILLAGE ATTORNEY

**MARILANE LIMA**  
VILLAGE CLERK

Caballero Fierman Llerena & Garcia, LLP  
8950 SW 74<sup>th</sup> Court, Suite 1210  
Miami, Florida 33156

This representation letter is provided in connection with your audit of the financial statements of Indian Creek Village (the Village), which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of September 30, 2019, and the respective changes in financial position and, where applicable, cash flows for the fiscal year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of May 22, 2020, the following representations made to you during your audit.

## **Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 16, 2020, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the Village is contingently liable, if any, have been properly recorded or disclosed.

#### **Information Provided**

- 11) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the Village from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of Village or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the Village and involves:
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the Village's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the identity of the Village's related parties and all the related party relationships and transactions of which we are aware.

#### **Government-specific**

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) The Village has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.

- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 23) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 24) We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 25) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 26) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 27) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
- 28) The Village has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 29) The Village has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 30) The financial statements properly classify all funds and activities in accordance with [GASB Statement No. 34](#).
- 31) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 32) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 33) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 34) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 35) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 36) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 37) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.

- 38) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 39) We have appropriately disclosed the Village's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 40) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 41) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 42) The Village did not expend \$750,000 in federal awards or state financial assistance during the fiscal year ended September 30, 2019 and therefore was not subject to a single audit under the Uniform Guidance or the Florida Single Audit Act.
- 43) The Village did not adopt any new impact fees via ordinance during the fiscal year ended September 30, 2019.
- 44) In December 2019, COVID-19 emerged and has spread around the world, resulting business and social disruption. The coronavirus was declared a Public Health Emergency of International Concern by the World Health Organization on January 30, 2020 and subsequently a Pandemic on March 9, 2020. In addition, on March 13, 2020 the President of the United States proclaimed the COVID-19 outbreak to be a National Emergency. We have evaluated the results of the Village's operations since December 31, 2019 through the date of this letter and are not able to determine the specific financial impact of COVID-19 on the operational results of the Village.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Village Manager

Title: Finance Director

# TAB 6



## MEMORANDUM

VILLAGE COUNCIL  
BERNARD KLEPACH, MAYOR  
JAVIER HOLTZ, VICE MAYOR  
ROBERT DIENER  
IRMA BRAMAN  
IRWIN E. TAUBER

DATE: September 8, 2020  
TO: Honorable Mayor and Council Members  
FROM: Jennifer Medina, Village Manager  
RE: Professional Services Agreement- Integrated Security Systems, Inc.: Perimeter Security System

### **BACKGROUND**

The Village Council identified a need for the installation of a protective perimeter intrusion detection system. In 2017, the Village Manager met with property owners and Country Club representatives and all parties agreed to allow the Village to install and maintain the Perimeter Security System.

On May 23, 2017, the Village Council directed the Village Attorney to prepare an agreement with Edge360 and Solarbeam not exceeding \$1.5M to design, construct and implement the Village's Perimeter Security System.

During contract deliberations with Edge360 and Solarbeam, the proposal was revised resulting in an increase to the originally agreed upon total of \$1.5M and also, presented a problematic design-build process. Subsequently, the Village received another proposal from Integrated Security Systems, Inc. ('ISS'). ISS specializes in full-service security systems and reputedly services other local municipalities. After careful review by an independent selection committee, ISS was designated as the top qualified company.

### **AGREEMENT**

The Village Manager with the assistance of the Village construction representative (Mr. Paul Abbott) successfully negotiated a Professional Services Agreement with Integrated Security Systems, Inc. (the "PSA"). The PSA provides that ISS will provide all of the design, materials, equipment, fabrication, construction and installation of every component of the Perimeter System so that upon completion it is fully operational and able to provide a Village-wide seamless integrated electronic perimeter security detection system.

The total cost of the project is \$1,403,886 for the entirety of the project through completion of the Perimeter Security System. The total cost includes a 1.15% performance bond of the proposal's base price (\$1,222,421) as well as allowances designated for engineering surveys and directional boring, see attached Exhibit "A".

### **FUNDING**

The cost of the project will be entirely funded utilizing the Village's revolving line of credit.



**RESOLUTION NO. 809**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND INTEGRATED SECURITY SYSTEMS, INC. FOR THE DESIGNING, INSTALLATION, MAINTENANCE AND SERVICING OF A MULTI-LAYER INTEGRATED PERIMETER SECURITY SYSTEM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Indian Creek Village (the “Village”) has determined that a long-range detection integrated perimeter security system for the Village is essential to the ultimate protection of the Village; and

**WHEREAS**, Integrated Security Systems, Inc. (“Integrated Systems”) submitted a proposal (the “Proposal”) which is determined to be in the best interest of the Village from both a quality and cost perspective; and

**WHEREAS**, the Village wishes to enter into an Agreement with Integrated Security substantially in the form attached to this Resolution as Exhibit “A” (the “Agreement”), which fully incorporates the Proposal; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to install the long-range perimeter security system and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1.     Recitals.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2.     Approval of Agreement.** The Village Council hereby approves and authorizes the Agreement with Integrated Security Systems, Inc. in substantially the form

attached hereto as Exhibit “A,” and the Mayor and/or Village Manager are authorized to execute the Agreement on behalf of the Village once approved as to final form and legal sufficiency by the Village Attorney.

**Section 3. Authorization.** The Mayor and Village Manager are hereby authorized to take all steps reasonably necessary to implement the Agreement and this Resolution.

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

PASSED and ADOPTED this 8<sup>th</sup> day of September 2020.

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BERNARD KLEPACH  
MAYOR

ATTEST:

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MARILANE LIMA  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**EXHIBIT "A"**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
INDIAN CREEK VILLAGE AND INTEGRATED SECURITY SYSTEMS, INC.  
FOR  
PERIMETER SECURITY PROJECT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (this “**Agreement**”) is made effective as of \_\_\_\_ day of September, 2020 (“**Effective Date**”) between **INDIAN CREEK VILLAGE**, a Florida municipal corporation (the “**Village**”), and **INTEGRATED SECURITY SYSTEMS, INC.** (“**ISS**”), a Florida corporation authorized to do business in the State of Florida (“**ISS**”, each of the Village and ISS may be a “**Party**” and collectively, the “**Parties**”).

**RECITALS:**

1. The Village is a Florida municipal corporation, which governs the approximately 300-acre municipality of Indian Creek Village, Florida.
2. The Village through its Public Safety Department provides full service public safety to all its residents and property owners on the approximately 200-acre Island within the Village boundaries (the “**Island**”).
3. As part of its public safety program, the Village currently has an integrated physical security information management system that provides for visitor management, intrusion detection, and video surveillance at the entrance of the Village on the mainland portion of the Village (the “**PSIMS**”).
4. The Village now wishes to implement an additional multi-layered security system for the long-range detection of people and vessels approaching the Village day or night, in any weather from the waters surrounding the Island. The new system will replace the existing PSIMS to deliver a completely integrated perimeter protection solution that begins at the Village Hall and extends around the entire Island. This new system is referred to in this Agreement as the “**Perimeter System**”.
5. ISS is in the business of designing, installing, maintaining and servicing perimeter security systems similar to the Perimeter System proposed for the Village. The Village wishes to hire ISS to design, build, install and maintain the Perimeter System on a turnkey basis (the “**Project**”).
6. The Parties wish to enter into this Agreement for the purpose of setting forth terms and conditions under which the Project will be performed by ISS for the benefit of the Village and its residents.

**TERMS**

In consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and ISS agree as follows:

1. **Recitals.** The foregoing Recitals are true, correct and incorporated into the terms of this Agreement.
2. **Turnkey Project.** The Project is a turnkey project, which means that ISS shall provide all of the design, materials, equipment, fabrication, construction and installation of every component of the Perimeter System so that upon completion it is fully operational and able to provide a Village-wide seamless integrated electronic perimeter security detection system (the “Intended Use”).
3. **Scope of Project.**
  - 3.1. **Design.** ISS shall be responsible for the entire design of the Perimeter System, including preparation of all plans and specifications described in Section 3.1 below and sufficient to secure a building permit(s) for the entire Project (the “Plans and Specifications”). The Village will assist ISS with the approval process in obtaining any required building permits or approvals which are or may become required. Said permits or approvals required by the Village under the Florida Building Code, will not be unreasonably hindered, delayed, refused or withheld by the Village. ISS shall also be responsible for fully coordinating its design (and construction under 3.2 below) with the utilities that are required for the operation of the Perimeter System, including, but not limited to, Florida Power & Light and Atlantic Broadband. Village will assist and coordinate with implementation of utility interface and placement in accord with infrastructure improvement project currently in design by others
  - 3.2. **Construction and Installation.** ISS shall be responsible for performing all construction associated with the Project as well as the installation of all the Equipment described in Section 3.3 below. A significant part of the Project will be the installation of mounting poles/structures and transmission lines at locations within the Village that are owned by Village residents (the “Residents”) and/or Indian Creek Country Club (the “Club”). ISS understands that it will be required to conform with the terms of certain license and/or easement agreements the Village has or will secure from these third parties. In particular, ISS will comply with the terms of the September 17, 2019 License Agreement between the Club and the Village. (The “License Agreement”), including the Club approval provisions therein.
  - 3.3. **Equipment.** ISS shall provide to the Village all of the components of the Perimeter System described in Exhibit “A” and elsewhere in this Agreement, including the hardware and software needed to operate the Perimeter System (the “Equipment”). ISS represents that Exhibit “A” is a complete listing of all equipment needed for the Project and the Intended Use and if any other equipment is needed, ISS will provide that equipment at no additional cost to the Village.
  - 3.4. **Service.** Also included within the Scope of the Project is an agreement to provide service and support for the Perimeter System. This service is described in Section 4 of this Agreement.

4. **Timing/Phasing of Project.** The Project will be undertaken by ISS in three (3) phases as follows:

4.1 **Design Phase.** The first phase of work shall be the design phase (the “Design Phase”) in which ISS will prepare the Plans and Specifications for the entirety of the Perimeter System including, but not limited to, detailed engineering, structural, electrical and civil plans and specifications for all elements of the Perimeter System. The Plans and Specifications shall be submitted to the Village for approval at 50 and 100 percent of completion. This Design Phase shall be completed no later than forty-five (45) days from Purchase Order issuance subject only to unanticipated delays in the review, finalization of the seawall engineering survey and approvals by the Club under the License Agreement. Also included in this phase are drawings and specifications sufficient in detail for the Village to secure easements from the owners of Lots.

4.2 **Construction Phase.** This phase of the Project is the actual physical construction and installation of all the elements of the Project, including, but not limited to, all ground disturbing activity, and the installation of all of the Equipment (the “Construction Phase”). This Construction Phase shall commence only after ISS has obtained all required governmental permits and after the Parties have developed a mutually acceptable construction program and schedule. This Construction Phase shall commence no later no later than 14 days after permit approval and be completed no later than 120 days from permit approval.

4.3 **Testing and Training Phase.** This final phase of the Project commences on the completion of the Construction Phase (the “Testing” and “Training Phase”) and includes a minimum of 2 days of on-site testing of the fully completed Perimeter System and the training of the Village’s personnel on the proper operation of the Perimeter System.

Collectively all of the obligations of ISS under Section 4 shall be defined as “Work.”

5. **Cost and Payment Terms.** The entire cost of the Project to the Village is One Million, Four Hundred Three-Thousand, Eight Hundred Eighty-Six Dollars and Two Cents (\$1,403,886.02) (the “Contract Sum”).

The Village shall pay the Contract Sum as follows:

5.1 **First Installment.** The Village shall pay the first installment of Fifteen (15%) Percent of the Contract Sum in the amount of Two Hundred Ten-Thousand, Five Hundred Eighty-Two Dollars and Ninety Cents (\$210,582.90) (the “**First Installment**”) within ten (10) business days after the Effective Date. This First Installment is intended as a deposit and an advanced payment for the costs associated with the preparation of the Plans and Specifications.

5.2 **Second Installment.** The Village shall pay a second installment of Fifty-five (55%) Percent of the Contract Sum in the amount of Seven Hundred

Seventy-Two Thousand, One Hundred-Thirty-Seven Dollars and Thirty-One Cents (\$772,137.31) (the “**Second Installment**”) upon the issuance to ISS of a building permit and any other governmental permits required for the Construction Phase. This payment shall be for the cost of purchasing all the Equipment and the initial Work under the Construction Phase.

5.3 **Third Installment.** The Village shall pay the third installment of Twenty (20%) Percent of the Contract Sum in the amount of Two Hundred Eighty Thousand, Seven Hundred Seventy-Seven Dollars and Twenty Cents (\$280,777.20) upon tender of the operational Perimeter System to the Village by ISS. (the “**Third Installment**”)

5.4 **Fourth Installment.** The Village shall pay the fourth and final installment of the final Ten (10%) Percent of the Contract Sum.in the amount of One Hundred Forty Thousand, Three Hundred Eighty-Eight Dollars and Sixty Cents (\$140,388.60) (the “**Fourth Installment**”) after the following events have occurred:

5.4.1 ISS has installed all of the Equipment in the designated locations in the Village as required by the Plans and Specifications, so that the Perimeter System is fully operational.

5.4.2 A final Certificate of Completion has been issued by the Village. The issuance of said Certificate of Completion shall not be unreasonably hindered, delayed, refused or withheld by the Village.

5.4.3 ISS has trained Village staff in the use and operation of the Perimeter Security System.

5.4.4 The Perimeter Security System has been in full operation for a period of 14 days, and the Village has delivered to ISS a letter acknowledging the Village’s acceptance of the Perimeter Security Project (“**Acceptance Date**”). The Fourth Installment includes payment for the user training costs, annual software licensing, monthly cloud and data charges and the “annual service fee” for the first years’ service shown in **Exhibit A**.

5.4.4 ISS shall deliver to the Village all documents requested by the Village evidencing payments to any and all vendors/contractors/consultants, and all final plans, specifications, “as built” drawings and diagrams, manufacturers’ data sheets, operating manuals, and other documents, if any, applicable to the Project.

6. **Invoices and Payments.** ISS shall submit invoices to the Village for payment of each proportional installment of the Contract Sum.

6.1 **Disputed Invoices.** In the event that all or a portion of an invoice submitted by ISS to the Village is disputed, or additional backup documentation is required, the Village shall notify ISS within 10 Business Days after receipt of the invoice of the Village’s objection to the invoice or request for additional documentation request. ISS shall provide the Village with

additional backup documentation within 5 Business Days after receipt of the Village's dispute notice. The Village may request additional information, including but not limited to, invoices, time records, expense records, accounting records, and payment records of ISS. The Village shall pay to ISS the undisputed portion of any invoice. The parties shall endeavor to resolve the disputed portions in a mutually agreeable fashion.

- 6.1 **Suspension of Payment.** In the event that the Village reasonably believes that ISS does not comply with any term or condition of this Agreement, the Village may withhold payment of any sums then or in the future due ISS until the noncompliance is corrected to the Village's reasonable satisfaction. Payment of any and all previously invoiced installment, as referenced herein, and all portions thereof, shall be a condition precedent to any obligation on the part of ISS to complete further work contemplated in this Agreement.
  - 6.2 **Final Payment.** Submission of ISS's invoice for the Fourth Installment shall constitute ISS's representation to the Village that all obligations of ISS to others, including any consultants and subcontractors, incurred in connection with the Project, have been or will be paid in full, and that the Project is complete and operational. ISS's acceptance of the Fourth Installment shall constitute a waiver of any and all claims against the Village by ISS.
7. **Performance Schedule.**
- 7.1 **Kickoff Meeting.** ISS will schedule an initial meeting with Village, staff and consultants ("**Kickoff Meeting**") to review the entire Scope of Work, Project assumptions, and develop an initial overall timeline and critical path for the Project. The Kickoff Meeting will take place within 15 days after payment of the First Installment.
8. **ISS's Responsibilities.**
- 8.1. **Level of Service.** ISS represents that it possesses the requisite knowledge and skills to perform all the required Work and services set forth in this Agreement. ISS shall adhere to the professional standards, practices, and standard of conduct applicable to consultants in the pertinent industry.
  - 8.2. **Correction of Work.** If at any time during the term of this Agreement the Village reasonably determines that the Equipment or the Work provided by ISS are incorrect, defective, or fail to conform to the terms of this Agreement, then upon written notification from the Village, ISS shall immediately proceed to correct the Work or re-perform the Work which failed to satisfy the foregoing standard of care. ISS shall pay all costs and expenses associated with correcting any incorrect or defective Work, other than costs which the Village would have otherwise paid absent ISS's error or omission. The Village's approval, acceptance, use of or payment for all or any part of the Project shall in no way alter ISS's obligations or the Village's rights hereunder.



- 8.3. **Personnel.** All the Work to be provided under this Agreement will be provided by employees of ISS or by subcontractors to ISS approved in writing by the Village. ISS agrees to promptly remove and replace any personnel employed or retained by ISS (including any subcontractors, consultants, or other persons employed or utilized by the ISS in the performance of this Agreement) within 14 days after receipt of written request from the Village.
- 8.4. **Compliance with Applicable Law.** ISS shall comply with all municipal, county, state and federal laws, statutes, ordinances, rules and regulations applicable to this Agreement and to the Project, including all structural, electrical, building, fire and environmental codes and regulations (collectively, “**Applicable Law**”). If ISS allows any work to be performed that ISS knows, or with the exercise of due care should have known, to be contrary to any Applicable Law, ISS shall bear all costs, liabilities, and expenses arising from such work, which costs, liabilities and expenses shall not be considered a part of the Contract Sum.
- 8.5. **Required Equipment and Services.** ISS represents that it has reviewed the Proposal and this Agreement, and that it accurately describe the Equipment and the Work needed to complete the Project. ISS is not aware of any additional work, labor or services that will be required to complete the Project.
9. **Village Responsibilities.** The Village will allow ISS to have access to all pertinent information which may be required by ISS in connection with the Project. The Village shall furnish to ISS, at ISS written request, all available maps, plans, studies, reports and other data in the Village’s possession pertinent to the services to be provided by ISS. The Village shall arrange for ISS to have unimpeded and authorized access to all public and private property required for ISS and their subcontracts, agents and/or personnel to perform ISS’s obligations under this Agreement.
- 9.1. **Surveys.** During the Design Phase and within 10 days next from the date of execution of this Agreement, to the extent they are available to or in the possession of the Village, the Village shall furnish surveys describing physical characteristics, legal limitations and utility locations for the property on which the Perimeter System is being erected, and a written legal description of the property to the extent that it is reasonably available. The surveys and legal information shall include, as applicable, lines of streets, pavements and adjoining property and structures: designated wetlands, if any; adjacent drainage; rights of way; locations, dimensions and other necessary data with respect to existing building, other improvements and trees; and information concerning available utility services and lines,.
10. **Ownership of Equipment.** ISS shall purchase and acquire all of the Equipment described in the Proposal for the benefit of the Village. Upon payment by the Village of the Fourth Installment, the Village shall own all of the Equipment, free

and clear of all liens and encumbrances. At the request of the Village, ISS shall execute and deliver a bill of sale conveying title to the Equipment to the Village.

- 10.1. **Software Licenses.** All software licenses required for the operation of the Project shall be in the name of the Village.
- 10.2. **Documents.** The final plans, specifications, “as built” drawings and diagrams, manufacturers’ data sheets, operating manuals, and other documents applicable to the Perimeter System shall become the property of the Village upon payment of the Fourth Installment. ISS shall be permitted to retain copies of the documents applicable to the Project for information and reference in connection with the continuing maintenance and support of the Perimeter System.
11. **Warranties.** All Equipment supplied by ISS to the Village shall be warranted against defects in materials and workmanship for a minimum period of 12 months next from the Acceptance Date. ISS shall warrant and guarantee all the Work and services performed pursuant to this Agreement as to the quality of the Work and compliance with Applicable Law and industry practices and standards for a period of not less than 12 months from the Acceptance Date.
12. **Maintenance, Support and Training Services.** ISS shall provide technical, maintenance, and support services for the Project (collectively, “**Annual Service**”) for a period of one year from the Acceptance Date of the Project. Annual Service includes (i) on-site maintenance and support of the Equipment; (ii) remote support services; and (iii) ongoing training and instruction to Village personnel.
  - 12.1 **Renewal of Annual Service.** ISS agrees to provide a total of five (5) years of Service to the Village upon payment by the Village of the Annual Service Fee. (See Exhibit A)
  - 12.1. **Software Updates.** The Annual Service Fee shall include all applicable software licensing, upgrade, and renewal fees required in connection with the use and operation of the Project.
  - 12.2. **Adjustment of Annual Service Fee.** ISS agrees that the Annual Service Fee shall be paid by the Village each successive year that service is provided in the amount of Sixty-Eight Thousand, One Hundred Forty-Four Dollars (\$68,144.00).
  - 12.3. **Warranty and Non-Warranty Repairs.** Service and maintenance of all Equipment is included in the Annual Service Fee, whether or not such Equipment is covered by a manufacturer’s warranty or guarantee. For any Equipment that requires repair or replacement outside of the manufacturer’s warranty, the Village will pay actual hardware costs. Labor costs for the diagnosis, repair or replacement of Equipment is included in the Annual Service Fee.
  - 12.4. **Service Response Times.** ISS shall respond to any requests for service no later than the next Business Day. Requests for service may be sent by email, web form, or by telephone to:

Integrated Security Systems  
Phone: 1-888-670-2226  
Email: Service@teamiss.com  
Webform: www.teamiss.com/service-request.php

13. **Termination.** The Village has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice to ISS. Upon termination of this Agreement, and final payment of any undisputed outstanding invoices due through the date of notice of termination, copies of all plans, drawings, and other documents related to the Project, whether finished or not, shall be turned over to the Village within ten (10) days. Provided that ISS has performed in accordance with the terms of this Agreement as of the date of termination pursuant to this section, ISS shall receive all payments due to ISS for services and equipment rendered and accepted up to the date of termination and all equipment tendered to the Village for delivery.
14. **Public Records.** All records, files, documents, plans, and correspondence of ISS arising out of this Agreement are public records subject to the provisions of Chapter 119, Florida Statutes. ISS shall maintain, and shall require all ISS subs, consultants and suppliers to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Village Manager or any authorized Village representative with reasonable notice and shall be kept for a period of three years after the completion of the Project.
15. **Insurance.** ISSs shall secure and maintain throughout the duration of this Agreement insurance of the types and in the amounts specified, naming the Village as an additional insured. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated A-X or better by A.M. Best & Company and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers. Any insurance maintained by the Village shall be in excess of ISS's insurance and shall not contribute to ISS's insurance. The required insurance coverages shall include at a minimum the following:
  - 15.1. **Commercial General Liability Insurance.** Commercial General Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit, for Bodily Injury and Property Damage. The liability insurance shall include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of ISS. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (i) Premises and/or Operations; (ii) Independent ISSs and Products and/or Completed Operations; (iii) Broad Form Property

Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- 15.2. **Professional Liability Insurance.** ISS shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.00 with a deductible of no more than \$25,000.00 per claim. ISS shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Agreement provided such insurance is commercially available. Upon request of the Village, ISS shall make available for inspection copies of any claims filed or made against the policy during the policy term. ISS shall additionally notify the Village, in writing, within 30 calendar days, of any claims filed or made against this policy in excess of \$100,000.00 during the policy term.
- 15.3. **Worker's Compensation and Employer's Liability Insurance.** Worker's compensation and employer's liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, sub or agent of ISS shall be allowed to provide services pursuant to this Agreement unless covered by Worker's Compensation insurance.
- 15.4. **Certificate of Insurance.** Prior to execution of this Agreement by the Village, ISS shall provide to the Village Manager a certificate of insurance evidencing the required insurance coverage. The certificate of insurance shall name the types of policies provided and shall refer specifically to this Agreement and state that such insurance is as required by this Agreement. The Village reserves the right to require ISS to provide certified copies of the insurance policies, upon written request by the Village. If a policy is due to expire prior to the completion of the services, a renewal certificate of insurance or policies shall be furnished 30 days prior to the date of the policy expiration. Each policy shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the certificate of insurance is subject to approval of the Village Manager.
- 15.5. **Deductibles.** All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. ISS shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
16. **Bonds.** Prior to commencing any of the Work, ISS shall deliver to the Village the bonds required and described below (the "Bonds").
  - 16.1. Pursuant to and in accordance with Section 255.05, Florida Statutes, ISS shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Sum and each in the form provided in this Agreement and the

Plans and Specifications or in other form satisfactory to and approved in writing by the Village and executed by a surety of recognized standing with a rating of B plus or better. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). All associated costs of the Bonds, including, without limitation, premiums and recording fees are included in the Contract Sum.

- 16.2. If notice of any change affecting the Scope of the Work, the Contract Sum, Contract Time or any of the provisions of this Professional Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be ISS's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly.
- 16.3. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, ISS shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Village.
17. **Indemnification.** ISS shall indemnify, defend (with counsel approved by the Village and said approval will not be unreasonably withheld), and hold harmless the Village, and its officers and employees from liabilities, damages, losses, and costs, including, without limitation, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, wrongful conduct, acts, errors or omissions of ISS or any consultants or other persons employed or utilized by ISS in the performance of this Agreement. ISS's obligations under this paragraph shall not be limited in any way by the agreed upon payment schedule, or ISS's lack of sufficient insurance protection.
18. **No Assignment.** This Agreement shall not be assigned, transferred or otherwise encumbered, in whole or in part, by ISS, without the prior written consent of the Village, which consent may be withheld by the Village in its sole and absolute discretion.
19. **Representatives of Village and ISS.**
  - 19.1. **Village Representative.** The Village designates the Village Manager or his or her designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
  - 19.2. **ISS Representative.** ISS designates Ronen Sarig as the representative of ISS to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
20. **Notices.** All notices and other communications required to be given under this Agreement must be in writing and must be sent by one of the following methods: (i) hand delivery; (ii) Federal Express or a comparable overnight mail service; or (iii) United States certified mail, with return receipt requested. Notice must be sent to the parties at their respective addresses set forth below. Notice is effective upon delivery or refusal of delivery of notice. Any notice delivered after 5:00 p.m. will

be deemed delivered on the following Business Day. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change is delivered, the last addressee and address stated in this Agreement is in effect.

- 20.1. **If to the Village:** Indian Creek Village  
9080 Bay Drive  
Indian Creek, Florida 33154  
Attention : Village Manager  
Telephone: (305) 865-4121  
Fax: (305) 865-2502  
Email: [mlima@icvps.org](mailto:mlima@icvps.org)
- With a copy to:** Weiss Serota Helfman Cole & Bierman, P.L  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, Florida 33134  
Attention: Stephen Helfman  
Telephone: (305) 854-0800  
Fax: (305) 854-2323  
Email: [shelfman@wsh-law.com](mailto:shelfman@wsh-law.com)
- 20.2. **If to ISS:** **Integrated Security Systems, Inc.**  
1876 NW 7<sup>th</sup> Street  
Miami, Florida 33125  
Attention: Ronen Sarig  
Telephone: 786-503-2660  
Email: [rsarig@teamiss.com](mailto:rsarig@teamiss.com)
- 20.3 **With a copy to:** **Integrated Security Systems, Inc.**  
1876 NW 7<sup>th</sup> Street  
Miami, Florida 33125  
Attention: Jeffery S. Nunberg  
Telephone: 305-341-4611  
Email: [jnunberg@teamiss.com](mailto:jnunberg@teamiss.com)

21. **Additional Provisions.**

- 21.1. **Amendment.** No modification or amendment of this Agreement will be of any force or effect unless in writing and executed by both parties to this Agreement.
- 21.2. **Attorneys' Fees.** In this Agreement, “Attorneys’ Fees” means all attorneys’ fees and costs, including fees of any paralegals, administrative costs, and court costs incurred at the trial court level and in any appeals. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its Attorneys’ Fees. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.
- 21.3. **Construction of Agreement.** All parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement,

and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

- 21.4. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the parties and each of which will be treated as an original.
- 21.5. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties **relating** to the Project. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.
- 21.6. **Gender.** In this Agreement, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, as the context requires.
- 21.7. **Governing Law; Venue.** This Agreement will be interpreted and enforced in accordance with Florida law. The venue for any disputes will be Miami-Dade County, Florida.
- 21.8. **Independent Contractor.** ISS is an independent contractor under this Agreement. Personnel provided by ISS shall be employees or subcontractors of ISS and subject to supervision by ISS. ISS shall be responsible for all personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered by ISS under this Agreement.
- 21.9. **No Personal Liability of Parties.** The parties acknowledge that this Agreement is entered into by a governmental entity and a limited liability company. The parties agree that no individual elected official, employee, or representative of either party to this Agreement will have any personal liability under this Agreement.
- 21.10. **Section and Paragraph Headings.** The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.
- 21.11. **Severability.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as to do so would not affect the overall purpose or intent of the Agreement.
- 21.12. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Village and ISS and their respective legal representatives, successors, and permitted assigns.

- 21.13. **Waiver.** No waiver of any provision of this Agreement will be deemed to have been made unless such waiver is in writing and signed by the party waiving the provision. The failure of either party to insist upon strict performance of any provision of this Agreement will not be construed as waiving or relinquishing such provision in the future.
- 21.14. **Waiver of Trial by Jury.** The parties waive trial by jury in any action, proceeding or counterclaim brought by either party against the other with respect to any matter arising out of this Agreement.

**[SIGNATURE BLOCKS ON FOLLOWING PAGES]**

**VILLAGE OF INDIAN CREEK, FLORIDA,** a  
Florida Municipal Corporation

By: \_\_\_\_\_  
Jennifer Medina, Village Manager

Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Marilane Lima, Village Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney, For the Benefit Of The Village Only

**Integrated Security Systems INC,** a Florida  
limited liability company

By: \_\_\_\_\_  
Ronen Sarig, General Manager

Date signed: \_\_\_\_\_





## *Confidential Proposal*

*Prepared For:*

*Indian Creek Village  
and  
Jennifer Medina*

## **Indian Creek Village Security**

*Location:*

**9080 Bay Drive**

**Indian Creek Village, FL, 33154**

Proposal Number: 12810-1-0-16314

The data contained within the pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal the customer shall have the right to use or disclose the data herein to the extent provided in the contract. This

Integrated Security Systems  
1876 North West 7th Street  
Miami, FL, 33125  
Phone 305-324-8800  
Support 888.670.2226  
www.TeamISS.com

FL EF-001199  
DCRL 001&002  
NC 2290-CSA  
SC: BAC13489

*Prepared By:*  
**Mario Fernandez**  
**Systems Engineer**  
**Phone: 305-341-4647**  
**[mfernandez@teamiss.com](mailto:mfernandez@teamiss.com)**



**Proposal Number: 12810-1-0-16314**

**07/07/2020**

Jennifer Medina  
Indian Creek Village  
9080 Bay Drive  
Indian Creek Village, FL 33154

RE: Indian Creek Village Security

Dear Jennifer,

Thank you for the opportunity to participate in the Project for Indian Creek Village Security.

Integrated Security Systems (ISS) is a leading systems integration company specializing in complex, technology driven security system solutions. We are a dedicated, dynamic and driven company of security professionals focused on delivering cutting edge, engineered systems.

ISS employs a design build approach and provides detailed, engineered device plans and drawings, system risers, details and point-to-point matrices for every project. ISS brings direct experience in providing the highest quality engineering, project management, installation and IT based support services. For our support and maintenance clients we offer a 24/7, 365-day help desk support. We can remote dial in for help desk support and real time instant response times.

Please do not hesitate to contact me should you have any questions or if I may be of assistance in any way. We thank you, once again, for the opportunity and we look forward to working with you and your team  
With Kind Regards,

Mario Fernandez  
Systems Engineer  
mfernandez@teamiss.com  
305-341-4647  
305-213-1330

## ***Company Profile***

Integrated Security Systems, Inc. is a full service Security Systems Integration firm specializing in enterprise electronic security and fire alarm applications. We are organized to execute work for our main markets on a national basis, through the use of experienced technicians, dedicated project managers, and qualified sub-contractors. Our experience and commitment to excellence drives our success by providing the most reliable security solutions in the industry.

Creating a secure and efficient work environment is a challenge for today's facility professional. Yet, the objectives remain constant; to increase occupant safety, reduce risk and liability, to provide a better sense of security, and to minimize overall costs.

Our clients benefit from our in-depth experience in the protection of assets. We understand multifaceted problems and synthesize demanding customer's needs into sophisticated solutions. Our extensive knowledge enables Integrated Security Systems to engineer and deliver innovative and effective turnkey solutions that will integrate with your current infrastructure. ISS become a leader in security systems integration by selecting the best technologies and service solutions to help our clients succeed in a very challenging business environment.

Integrated Security Systems has the capability to integrate and manage various components of comprehensive security and fire alarm systems so that clients no longer need separate contracts with several unrelated service providers. From risk assessment to system design, installation, and integration to ongoing upgrades and service, we offer single-source solutions to support unique long term technology requirements.

ISS employees are experts in transforming technology into practical security solutions. Their knowledge has been shaped by years of practical experience applying the most advanced security solutions across multiple locations for a national clientele. Moreover, their skills are finely honed through regular attendance at advanced security training courses. The extraordinary individual and collective efforts exhibited each and every day by Unlimited Technology, Inc. staff characterize our customer commitment, rooted in teamwork, responsiveness, intelligence, and precision.

By moving beyond traditional Systems Integration, ISS brings peace of mind. As a security partner, and creates safe and productive environments necessary for a thriving business to succeed in the context of ever increasing internal and external security risks.



## ***About Us***

Integrated Security Systems is a full service systems integrator specializing in Access Control, Life Safety, Fire Alarm, IP Video CCTV and Mass Notification Systems. Established in 1962 ISS has a long history of providing solutions for our developer, corporate, industrial, institutional, pharmaceutical and healthcare clientele on time and on budget.

Integrated Security Systems specializes in design build projects with our own in house engineering, consultation , AutoCAD departments, construction and service departments. Some of our product line include: Lenel, GE Security, EST, Software House, Axis, March Networks, Nice Vision, DMP, Pelco, Panasonic, Genetec, Milestone, Arecont and many more.

## ***Our Philosophy***

Our Philosophy is to provide the most reliable solutions possible using proven, state- of-the-art technologies; and our Mission to design effective innovations for dynamic security requirements by devoting our attention to detail throughout design, implementation and customer support, to ensure that our clientele are proud to partner with Integrated Security Systems.

## ***A Selection of our Solution Partners***



### [Aiphone](#)

Aiphone provides commercial security products that are unrivaled in design simplicity, technical excellence, and reliability. Featuring intercoms with door release and sophisticated video entry security systems.



### [Altronix](#)

Altronix Corporation is a leading designer and manufacturer of low voltage electronic components offering a comprehensive line of Security, fire, CCTV, Access, Nurse Call and Automation Products.



### [Axis communications](#)

Axis is an IT company offering network video solutions for professional installations. The company is the global market leader in network video, driving the ongoing shift from analog to digital video surveillance. Axis products and solutions focus on security surveillance and remote monitoring, and are based on innovative, open technology platforms.



### [Alvarado](#)

Founded in 1956, Alvarado is a U.S. based international company selling entry control turnstiles, optical turnstiles, pedestrian gates, posts and bollards, queuing stanchions and many other products and systems designed to protect assets and control the flow of people.



### [AMAG Technology](#)

AMAG Technology's Symmetry Security Management Systems offer intelligent networked solutions scaled to manage access control and video management challenges from small, remote facilities to multi-national organizations positioned around the world.



### [American Dynamics](#)

Tyco International's American Dynamics® CCTV and video technologies have earned a reputation for innovation and reliability around the globe.



### [Bosch](#)

Bosch Security Systems, Inc. works closely with an extensive network of certified dealers and integrators to design dependable security and life safety solutions for the market.



### [Code Blue](#)

Code Blue was founded in 1989 to address the growing need for security solutions which integrated interactive voice with other common security technologies.



### [Digital Monitoring Products](#)

DMP products are well known for their high quality and ease of use.



### [Edwards](#)

Whether Edwards building systems are protecting the lives and livelihoods of the people who make businesses run, or those entrusted to the care of healthcare institutions; whether they're charged with protecting students, staff and faculty at the world's finest universities, or preserving irreplaceable artifacts that bring humankind's history to life; Edwards discovers innovative ways to meet site-specific challenges and make every project a success.



### [Exacq Technologies Inc.](#)

Exacq Technologies Inc., headquartered in Indianapolis, Indiana, is a leading developer of open architecture, Video Management System (VMS) solutions for security and surveillance applications. Our exacqVision VMS client-server solutions are scalable from a small single camera solution to large scale corporate or campus systems with thousands of cameras. Real-time and recorded video can be viewed, managed and configured from any location on the network.



[Fiber SenSys](#)

Considered a world leader in perimeter Security and Data Security Solutions, Fiber SenSys manufactures high-performance fiber-optic intrusion detection solutions for a vast number of markets including military, nuclear power, water storage and a wide variety of infrastructure and highly restricted areas.



[Future Fiber Technologies](#)

Future Fiber Technologies (FFT) manufactures and markets a range of fiber optic intrusion detection and location systems that are, quite simply, the world's most effective solutions for securing high value assets and critical infrastructure



[Lenel & UTC](#)

Lenel offers a full line of access control products to suit your needs. Their integrated systems solve problems by preventing them in the first place



[GENETEC](#)

Genetec's security solutions are deployed throughout industries such as city-wide surveillance, education, gaming, government, law enforcement, parking enforcement, retail, transportation and many more.



[Gunnebo](#)

The Gunnebo Security Group is the world's leading specialist in entrance control solutions and manufacture indoor and outdoor turnstiles, interlocking doors and high performance doors, windows and partitions for all applications.



[HID](#)

HID Global is the trusted leader in solutions for the delivery of secure identity to millions of customers around the world.



[Pro-Watch and NetAxs](#)

State-of-the-art access control that integrates the most advanced security technologies with innovative networking capabilities to bring you full-featured security solutions serving any size facility.



[HySecurity Gate Operators](#)

HySecurity was started in the 1960s using the same hydraulic technology common in the aircraft industry. Slide, swing, traffic barrier and vertical lift operators all receive the same kind of rigorous testing.



[FLIR](#)

The world leader in the Design, Manufacture and Marketing of Thermal imaging infrared cameras.



[NICE Systems](#)

NICE is the pioneer and innovator in developing Situation Management (NICE Situitor) software solutions; a comprehensive and unique approach that coordinates the interaction between people, alerting technologies and response actions



[Network Video Technologies](#)

Network Video Technologies develops and markets and award winning line of video transmitters/receivers and hub/power systems for video transport.



[Panasonic](#)

For nearly 50 years, Panasonic has delighted American consumers with innovations for the home and business.



[Pelco](#)

Pelco is a world leader in the design, development and manufacture of video and security systems and equipment ideal for any industry.



**QUANTUM SECURE**

[QUANTUM SECURE](#)

Quantum Secure is the exclusive provider of enterprise software to manage and streamline security identities, compliance and events across disparate physical security systems.



[RF Logics](#)

RF Logics, Inc is a leading provider of security management systems offering a full line of access control proximity readers and cards with a lifetime warranty.



[Speco Technologies](#)

Speco provides affordable, dependable merchandise, while still delivering exceptional and innovative products for the security market.



[Smarter Security Systems](#)

Smarter Security Systems offers premium solutions for lobby security and doorway entrance control.



[Software House](#)

Software House®, a leading access control brand of Tyco International, offers a full line of access control products. Tyco International's Software House solutions include the innovative security and event management systems. On-Net Surveillance Systems Inc. On-SSI offers a comprehensive IP Video surveillance control and management software solution.



[Sony](#)

Sony is a dominate player in the security market with a wide variety of Cameras, Monitors and NVR's.



[TALK A PHONE](#)

Talk-A-Phone Co. is an innovative manufacturer of high-technology communication products, blazing new paths in the field for over seventy-five years.



[TOA Electronics](#)

TOA Corporation is dedicated to the development, manufacturing and distribution of premier audio and security products.



[VideolQ](#)

VideolQ is the inventor of the best performing, yet simplest, proactive surveillance system available today. Based on award-winning adaptive analytics, VideolQ provides a suite of powerful, all-in-one systems that deliver superior accuracy, maximum range and self-calibration. The result is powerful, real-time threat detection and video evidence that is cost effective, easy to install, use and manage - whether you need one camera or 1,000.



[VIDSYS](#)

VidSys is the leading provider of Physical Security Information Management (PSIM) software that allows organizations to pro-actively resolve business and security situations in real time.



[VUMII](#)

Vumii develops advanced, cost-effective physical security technologies that are both powerful and practical, with a focus on high quality imagery, superior user control and flexible integration.



[X-Trails](#)

Xtrails is the leading global provider of powerful solutions for the early detection of fire, gas and security threats.





## Bill of Material

### Customer Details:

**Site:** 9080 Bay Drive Indian Creek Village, FL 33154  
**Billing:** 9080 Bay Drive Indian Creek Village, FL 33154  
**Contact:** Jennifer Medina (305) 865-4121 jmedina@icvps.org

### Radar Equipment \$251,346.00

QTY	Description
3	Magos SR-1000 Sensor: 1000m Perimeter Security Radar
6	Magos SR-500 Sensor: 500m Perimeter Security Radar
4	Magos SR-250 Sensor: 250m Perimeter Security Radar
13	Magos SR Operational Cable 15m
13	Magos Pole Mount Brackets for Radar
1	Magos MASS Control Software: License for server (includes 1 PTZ sensor license)
1	Magos VMS Integration License
9	Magos MASS PTZ sensor addition: Each additional sensor support for MASS server
5	Magos 1 day of on-site support with 1 Magos expert. Magos expert onsite for configuring the MASS software, radars, PTZ cameras and integration to VMS

### Thermal Cameras \$232,888.00

QTY	Description
3	Flir Elara FC-6080, 640 X 480, 8.6° FOV, NTSC
3	Elara FC-6100, 640 X 480, 10° FOV, NTSC
3	Elara FC-6170, 640 X 480, 17° FOV, NTSC
9	PAN/TILT FOR TOP-MOUNTED PAYLOADS UP TO 5 LBS

### Existing Camera Replacement \$41,666.00

QTY	Description
15	P3245-LVE Outdoor IP Camera, IR, 1080p, 3.4-8.9 L
15	P3245-LVE Outdoor IP Camera, 1080p, 3.4-8.9 L
30	Axis T94T01D Outdoor Pendant Kit, P32XX Series
8	Axis TP3801-E Black Casing for P3245-LVE
30	Axis T91E61 Wall Mount
30	T94R01P Conduit Back Box for Wall Mount
30	T91B47 Pole Mount

### Poles and Support Equipment \$263,338.00

QTY	Description
9	Comnet Hardened Managed 11-Port Switch w/POE+
9	Comnet Power Supply, 48VDC, 240W, DIN-Rail Mount
9	Comnet SM 1000Mbps 1310nm 10KM 2 Fiber LC
8	Type 4X Enclosure, Stainless Steel, Wall-Mount, 3-Point Latch, One-Door, 30 x 24 x 12 in.
8	Panel, Stainless Steel, Type 3R/4/4X/12/13 Enclosure, 27 x 21 in.
500	Cable, Belden CAT6 Outdoor, Shielded, 23 Awg
1	Poles, Bases and Installation

### VMS \$14,252.00

QTY	Description
1	XPROTECT PROFESSIONAL PLUS BASE LICENSE
39	XPROTECT PROFESSIONAL PLUS DEVICE LICENS
1	BALTO R1 1U RACK MOUNT, 16GB RAM, 20TB, DUAL 1GB NIC, SINGLE PSU





**Octopus PSIM \$418,932.00**

QTY	Description
1	PISM Platform with Driver's License and Video Integration

**Financial Summary**

**Total Proposal Amount: \$1,222,421.00**  
**Note: The above excludes taxes**

**Allowance: Power And Communication \$158,003.92**

QTY	Description
7	500 feet 120V Power consist of 2" conduit and #8 conductors with 20AMP circuit to each of the seven poles locations along the seawall. 500 feet of 2" conduit for fiber optics. Assumes 500 feet of directional boring. Ground radar survey to be performed for private residence backyard path. Softscape (dirt and sod patching) repairs where required.

**Allowance: Seawall Engineering Survey \$7500**

QTY	Description
1	Seawall engineering survey to be performed at each of the seawall locations to determine seawall integrity for pole attachment. Survey to be conducted by Glen Larson/Dock & Marine Construction (current ICV contractor).

**Allowance: Project Bond \$15,961.10**

QTY	Description
1	Project performance bond option @ 1.15% of project value

**Optional: Full Coverage Service Agreement-Parts and Labor \$272,576**

QTY	Description
4	Annual cost for 24/7/365 service agreement for all parts, labor and software included in this proposal . Years 2-5. In addition included are: -One annual and inspection and maintenance -One annual software upgrade if applicable -One annual refresher system training

Village of Indian Creek  
Perimeter Protection Project  
Statement of Work

## OVERVIEW

Indian Creek Village (ICV) Police Department seeks to implement a Perimeter Protection and Intrusion Detection system that will quickly identify water borne threats and alert personnel. Convergent is proposing a solution that will integrate several technologies into a single system for the fastest detection of threats and incidents and enable the most efficient response by ICVPD.

The foundation of the system is the Physical Security Information Management (PSIM) which will integrate all underlying security systems, present alerts, automate situational awareness intelligence gathering and streamline response SOPs. The PSIM will enable ICVPD to identify threats in real time and make more informed decisions about how to respond.

Building upon the PSIM are the Radar and Thermal camera systems. Radar sensors will detect objects on the water down to the size of a person on a paddleboard and classify them as threats or non-threats. When an object is detected and classified as a threat, the radar system will automatically move the associated thermal PTZ camera to continuously track the object. The live thermal camera images and the object's path will instantly be presented to the Operator in the PSIM software to further investigate the threat and determine the most appropriate response.

The existing Solarbeam towers and video surveillance system will also be integrated into the PSIM. Solarbeam alerts will be automatically displayed and Operators will have complete control of the surveillance cameras from the PSIM interface.

The PSIM will also contain a Visitor Management module that will replace ICV's current visitor management software and capture visitor information and driver's license information.

The PSIM software can be accessed by any authorized user on any web-enabled device including tablets and phones.

## SCOPE OF WORK

The proposed system will utilize eight (8) equipment locations around the Island.



Location 1: Northwest end of Indian Creek Island Road

One (1) Radar and one (1) Thermal Camera will be installed on a pole 15'-20' above grade. Pole will be power coated black and will be mounted on a concrete pedestal.

Location 2/3: North edge of Indian Creek Country Club grounds

Two (2) Radar and one (1) Thermal Camera will be installed on a pole 15'-20' above grade. Pole will be power coated black and will be mounted on a concrete pedestal.

Location 4: Northeast end of Indian Creek Island Road

One (1) Radar and one (1) Thermal Camera will be installed on a pole that will be mounted to the seawall. Pole will be power coated black. Trees will be required to be trimmed at this location.

Location 5/6: Bridge

One (1) Radar and one (1) Thermal Camera will be mounted on the southwest corner of the building on the south side of the bridge. One (1) Radar will be mounted on the northwest corner of the building on the north side of the bridge.

Location 7/8: Seawall at Lot 27/28

Two (2) Radar and one (1) Thermal Camera will be installed on a pole 10' above grade. Pole will be power coated black and will be mounted to the seawall.

Location 9/10: Seawall at Lot 18/19

Two (2) Radar and one (1) Thermal Camera will be installed on a pole 10' above grade. Pole will be power coated black and will be mounted to the seawall.

Location 11: Seawall at Lot 16/17

One (1) Radar and one (1) Thermal Camera will be installed on a pole 10' above grade. Pole will be power coated black and will be mounted to the seawall.

Location 12/13: Seawall at Lot 8/9

Two (2) Radar and one (1) Thermal Camera will be installed on a pole 10' above grade. Pole will be power coated black and will be mounted to the seawall.

The PSIM server will be located in the Public Safety Office. The current IDIS video management software (VMS) and IDIS cameras around the Village and Public Safety offices will be replaced with Milestone VMS and Axis cameras. Vehicle gate controls and the Vigilant License Plate Recognition system will not be integrated into the PSIM. If ICV wishes to have a functioning and integrated LPR system, the LPR cameras and server will need to be replaced.

Power and Communication:

Allowance for 500 feet, for power and 500 feet for communication per pole( 7 total poles) of trenching/ boring as necessary. Conduit and conductor for line voltage electrical (120V) from the nearest FPL service point to the security pole location and from 2" conduit only from ABB nearest service box to the security pole location.

The connection of the conductor to the FPL service point is the responsibility of ICV. ISS will assist being on site if needed. ISS will patch the ABB termination at the pole location into the security equipment.

Seawall Engineering Survey:

Allowance for engineering survey of 7 poles locations

## SYSTEM COMPONENTS

PSIM: Octopus

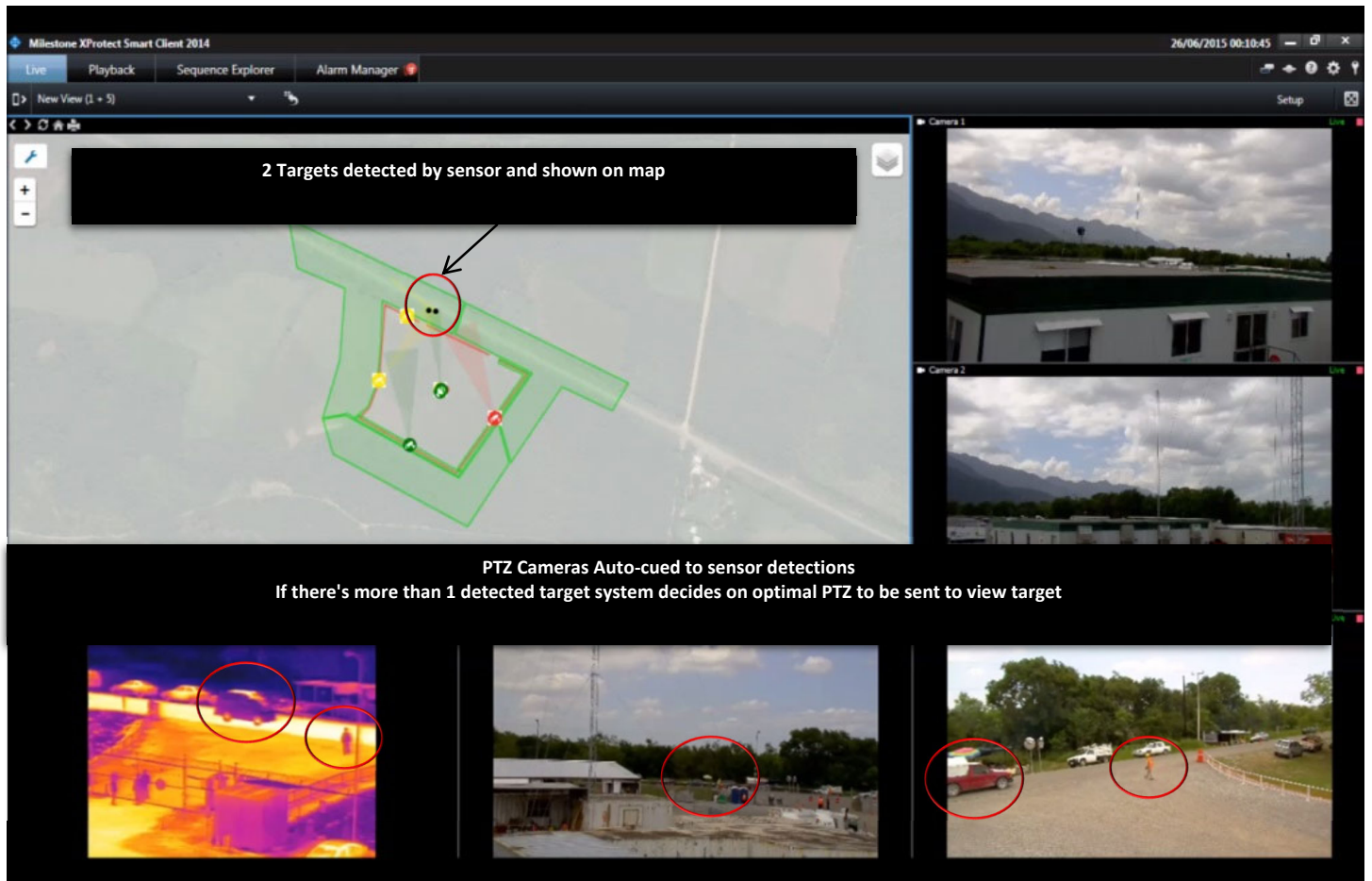
Radar: Magos

Thermal Cameras: Flir

Video Management: Milestone (Thermal and Surveillance cameras)

Surveillance Cameras: Axis

Visitor Management: Octopus



The screenshot displays the Milestone XProtect Smart Client 2014 interface. The main window shows a map with a green sensor footprint and two red circles indicating detected targets. A text box above the map reads "2 Targets detected by sensor and shown on map". To the right, two camera views are shown: "Camera 1" and "Camera 2". Below the map, a text box states: "PTZ Cameras Auto-cued to sensor detections. If there's more than 1 detected target system decides on optimal PTZ to be sent to view target". Below this text, three camera views are shown: a thermal image with two red circles highlighting targets, a standard video view with a red circle highlighting a target, and another standard video view with two red circles highlighting targets.



## EXISTING CAMERA REPLACEMENT

ISS/Convergint will replace thirty existing cameras throughout the Village with new Axis 1080p resolution Dome Cameras. Existing wiring and network switches will be reused.

- It is assumed that any existing devices being reused are in satisfactory working condition and meet current Electrical and Life Safety Codes. In the event that any of the reused components not to be in satisfactory working order or not meeting Electrical and Life Safety codes currently in effect, ISS/Convergint will provide a quote for the replacement of the component.
- Components being reused or provided by others are not part of this contract and will not be covered under the ISS warranty.
- Some of the equipment and design may change in order to accommodate conditions unknown at the time of the proposal or variations due to conflicts with other trades. ISS/Convergint will provide the customer with a Change Order for any additions or reductions in cost, equipment or materials.

### CLARIFICATIONS AND EXCLUSIONS

- 1. Utility company fees, and power usage fees.
- 2. Waste removal fees , that is not project related.
- 3. Parking fees.
- 4. Offsite storage.
- 5. Dewatering.
- 6. Connection to FPL service point.
- 7. Multiple mobilizations. It is assumed that the owner will turn over areas of the work area to allow for continuous work.
- 8. Utility company transformers, primary cables, and installation of same.
- 9. Repair or replacement of vegetation due to the new electrical underground installation other than standard sod,mulch and dirt.
- 10. Labor impacts resulting from delays associated with the presence and removal of hazardous substances.
- 11. Import or export of soils which may be unsuitable for construction use.



## **ISS Total Protection Plan**

### **When You Need Service, We've Got You Covered!**

<b>Availability:</b>	Seven days a week, 24 hours a day.
<b>Response Time Range:</b>	Four hours following receipt of emergency service call .  4 Hours for emergency requests, Same Day response critical requests and 48 Hours for non-critical requests. The request must be placed by an authorized person.
<b>Response Status:</b>	Priority response. Our Total Protection Plan Customers receive priority service response.
<b>Parts Coverage: Labor</b>	All parts provided and installed by ISS are covered as part of this plan.
<b>Coverage: Instant</b>	All labor is covered under this plan.
<b>Loaner:</b>	If our field technicians are not able to repair a piece of faulty equipment at your location, then we will replace it with a loaner when available, keeping your system up and running. The defective equipment will be repaired at our facility, and returned to your site accordingly.
<b>Remote Access:</b>	ISS will provide remote software diagnostic support and repair to provide faster service, and up to four (4) programming changes per calendar year. The client must provide high-speed internet access and access to the network when required.
<b>Software Updates:</b>	ISS will provide all software updates under this agreement. If the manufacturer no longer provides updates for the software, ISS will not be required to provide updates.
<b>Items Not Covered:</b>	<u>Items Not Covered Include:</u> Damage caused by misuse, abuse, tampering, physical damage, service by an unauthorized individual or provider, accident, disaster, fire, flood, water, wind, lightning, and Acts of God. In addition, items designed to fail in order to protect the equipment, such as power and/or lightning suppressors, are not covered. Additionally Wire, Cable, Raceways, Traveling Cables, end of life equipment, items no longer manufactured, Data, Data backups*, and Data Restoration are not covered or included. Microsoft patches, updates and version upgrades are not included.

**\*Automatic Backup Solutions are available from ISS for an additional fee.  
Please ask your Account Executive for details.**

### ***Terms & Conditions of Sale***



1. SERVICES:

- a. Integrated Security Systems shall install, service, and warranty the system(s) as designed by Integrated Security Systems and approved by Customer, in accordance with Integrated Security Systems' Proposal (attached).

2. INSTALLATION CHARGES:

- a. The Customer agrees to pay Integrated Security Systems, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.

3. INSTALLATION, MAINTENANCE, SERVICE:

- a. Customer hereby authorizes and empowers Integrated Security Systems to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with Integrated Security Systems' standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of Integrated Security Systems to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. Integrated Security Systems is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal.
- b. In order to protect Customer from losses resulting from, damage to, or destruction of Integrated Security Systems', Customer shall include such systems in the coverage provided in its liability and fire insurance policies. Integrated Security Systems will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed.
- c. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by Integrated Security Systems under this Agreement as necessary. Service provided by Integrated Security Systems under this Agreement does not assure against, nor does Integrated Security Systems assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our Full Service Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by Integrated Security Systems. Customer agrees for the existence of this contract, and for a period of 5 years following the end of this contract, not to employ, attempt to hire, retain, engage or otherwise consult with any current or former employees of ISS with regard to any of the work that is, will, or has been provided to Customer by ISS.

4. WARRANTY:

- a. The only warranty provided by Integrated Security Systems, is the limited warranty stated in the proposal, which shall not extend beyond the period stated in the proposal. Integrated Security Systems makes no other warranties, expressed or implied, of merchantability or fitness for a particular purpose. No responsibility is assumed for any incidental or consequential damages even if Integrated Security Systems has been advised of the possibility of such damages.
- b. The warranty will be voided if, during the warranty period, the Customer, Purchaser or End User connects to or interconnects with subsequent to the initial installation, devices not supplied or installed by Integrated Security Systems. The warranty will also be voided if warranted equipment is serviced by a non-Integrated Security Systems authorized organization.
- c. The warranty period shall commence when the Customer, Purchaser or End User has beneficial use of the system, or completion of system installation, whichever occurs first. Warranty does not apply to any product or installation which has been misused, abused or altered.

5. ACCESS:

- a. Integrated Security Systems' technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.

6. OWNERSHIP:

- a. For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.

7. DELAYS - INTERRUPTION OF SERVICE:

- a. Integrated Security Systems shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, other force majeure, loss of communication and or other signal transmission lines, or by any event beyond the control of Integrated Security Systems. Integrated Security Systems will not be required to furnish service to Customer while such interruption shall continue.

8. EQUIPMENT COVERED:

- a. Refer to attached Proposal or Equipment List as applicable.



**9. OPERATION:**

- a. Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify Integrated Security Systems promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires Integrated Security Systems service); if Integrated Security Systems representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s).

**10. EXCLUSIONS:**

- a. Services to be provided by Integrated Security Systems pursuant to this Agreement do not include:
  - i. Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by Integrated Security Systems and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
  - ii. Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
  - iii. Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
  - iv. Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Integrated Security Systems' physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Integrated Security Systems equipment and devices not supplied by Integrated Security Systems.
  - v. Electrical work external to the equipment or accessories furnished by Integrated Security Systems.

**11. ADDITIONAL CHARGES:**

- a. Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Integrated Security Systems' prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Integrated Security Systems' specific permission, nor permit the same by other Contractors.
- b. Any work performed by Integrated Security Systems to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Integrated Security Systems' prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Integrated Security Systems shall be corrected by Integrated Security Systems and paid for by Customer in accordance with Integrated Security Systems' prevailing rates.
- c. Integrated Security Systems shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement.

**12. LIQUIDATED DAMAGES**

- a. **Integrated Security Systems' LIMITS OF LIABILITY:** It is understood that Integrated Security Systems is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to Integrated Security Systems by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises.
- b. Customer does not seek indemnity by this Agreement from Integrated Security Systems and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. Integrated Security Systems **MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT.** Customer agrees that Integrated Security Systems shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of Integrated Security Systems, its agents or employees. The Customer does hereby waive and release any rights of recovery against Integrated Security Systems that it may have hereunder.

12. LIQUIDATED DAMAGES (cont'd).

- c. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of Integrated Security Systems to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if Integrated Security Systems should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be Integrated Security Systems' sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against Integrated Security Systems more than one (1) year after the accrual of the cause of action therefore.
- d. Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless Integrated Security Systems from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Integrated Security Systems, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Integrated Security Systems for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of Integrated Security Systems.

13. RENEWAL:

- a. The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.

14. TERMINATION/PAYMENT:

- a. Integrated Security Systems has the option to terminate this agreement for cause should any payment due from Customer to Integrated Security Systems remain overdue for a period of more than thirty (30) days. Should Integrated Security Systems elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

15. SUCCESSORS:

- a. The Agreement is not assignable by Customer except upon the written consent of Integrated Security Systems, which consent will not unreasonably be withheld.

16. ENTIRE AGREEMENT:

- a. This Agreement is to govern the providing of services by Integrated Security Systems to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of Integrated Security Systems. If approval is not obtained, the only liability of Integrated Security Systems shall be to return to Customer the amount, if any, paid to Integrated Security Systems upon the signing of the Agreement by its Sales Representative.
- b. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

17. JURISDICTION:

- a. This Agreement will be governed by the laws of the State of Florida.

18. EXCLUSIONS:

- a. This proposal includes a \$10,000 permit and inspection allowance
- b. System programming beyond initial programming required for system start and testing.



## Signature Page

<b>CONTACT INFO:</b> Jennifer Medina Indian Creek Village 9080 Bay Drive Indian Creek, FL, 33154- (305) 865-4121 jmedina@icvps.org	<b>BILL TO:</b> Jennifer Medina Indian Creek Village 9080 Bay Drive Indian Creek Village, FL, 33154 (305) 865-4121 jmedina@icvps.org
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**Project: Indian Creek Village Security**

**Quote #: 12810-1-0-16314**

**Total System Investment:** \$1,222,421.00 Excluding tax, allowances for power and fiber optic conduit, sea wall survey and performance bond

**Remarks**

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from Integrated Security Systems (ISS) will be submitted for of the project upon award for mobilization and equipment purchase. ISS will perform all work during normal business hours (8am - 5pm) Monday through Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and Holiday Time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above. The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of Integrated Security Systems. as evidence by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of Integrated Security Systems. which is not expressed herein.

**Proposal Accepted:**  
 Integrated Security Systems, Inc. is authorized to proceed with the work as proposed.

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Proposal Submitted by:**

**Company:** Integrated Security Systems, Inc

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This proposal shall remain valid for 60 days from 07/07/2020

# TAB 7



## MEMORANDUM

VILLAGE COUNCIL  
BERNARD KLEPACH, MAYOR  
JAVIER HOLTZ, VICE MAYOR  
ROBERT DIENER  
IRMA BRAMAN  
IRWIN E. TAUBER

DATE: September 8, 2020  
TO: Honorable Mayor and Council Members  
FROM: Jennifer Medina, Village Manager  
RE: Resolution: Adopting Miami-Dade County Local Mitigation Strategy 2020

### **RECOMMENDATION**

It is recommended the Village Council approve the attached resolution adopting the Miami-Dade County Local Mitigation Strategy (LMS) that was approved by the State of Florida on August 28, 2020 pursuant to federal and state regulations. Additionally, the attached resolution complies with Federal Standards to remain eligible to receive LMS funding under various grant agreements.

### **BACKGROUND**

On August 28, 2020 the Division of Emergency Management in the State of Florida approved the Miami-Dade County LMS plan (attached as Exhibit "A") and instructed that all participating jurisdictions adopt the plan in order to be considered for funding under a variety of mitigation grant programs.

The Federal Emergency Management Agency (FEMA) funded a national initiative to help communities develop local mitigation strategies that identify projects to mitigate the effects of natural disasters and to identify sources of funds to address those problems. The LMS serves as a reference tool for those seeking to understand the vulnerabilities that exist within Miami-Dade County.

**RESOLUTION NO. 808**

**A RESOLUTION OF INDIAN CREEK VILLAGE, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY 2020, AS AMENDED; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Federal Emergency Management Agency funds a national initiative to help communities develop local mitigation strategies to identify projects that mitigate the effects of natural disasters and to identify funding sources necessary to implement the projects; and

**WHEREAS**, the Florida Division of Emergency Management (“FDEM”) entered into a contract with Miami-Dade County (“County”) to provide funding to the County and municipalities within its jurisdiction to jointly develop the County’s Local Mitigation Strategy 2020 (the “LMS”), which will be incorporated into the Statewide Mitigation Strategy; and

**WHEREAS**, on August 28, 2020, FDEM completed its review of the LMS and informed the County that the LMS met the Federal Hazard Mitigation Planning Standards requirements contained in 44 CFR 201.6(b)-(d) (“Federal Standards”); and

**WHEREAS**, in order to maintain compliance with Federal Standards and to remain eligible to receive LMS funding under various grant agreements, Indian Creek Village (the “Village”) desires to adopt the LMS, as amended, which is incorporated herein by reference; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Adoption.** That the Village Council adopts the LMS, as amended, which is incorporated herein by reference.

**Section 3.**     **Implementation.** That the Village Council hereby authorizes the Village Mayor or Village Manager to take such further action as may be necessary to implement the intent and purposes of this Resolution.

**Section 4.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
BERNARD KLEPACH  
MAYOR

ATTEST:

\_\_\_\_\_  
MARILANE LIMA  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

## Exhibit A





*Delivering Excellence Every Day*

Office of Emergency Management  
9300 NW 41  
Street  
Miami, FL 33178  
Email: [eoc@miamidade.gov](mailto:eoc@miamidade.gov)  
Phone: 305-468-5400  
Fax: 305-468-5401

August 28, 2020

Ms. Jennifer Medina, Manager  
Village of Indian Creek  
9080 Bay Drive  
Indian Creek Village, FL 33154

Dear Ms. Medina:

**RE: Miami-Dade County Local Mitigation Strategy (LMS) 2020 Approval Process**

This letter is to inform you that the State of Florida has completed the Miami-Dade County Local Mitigation Strategy Plan (LMS) review and determined that the Plan meets all the requirements as it relates to Federal Hazard Mitigation Planning Standards contained in 44 CFR 201.6(b)-(d).

In order for a jurisdiction to maintain compliance with Federal standards **and continue to receive or be eligible to receive LMS funding**, each municipality must adopt the Miami-Dade County LMS Plan prior to the September 15, 2020 - expiration date of the current LMS. Furthermore, local governments acting as sub-grantees must adopt the Miami-Dade County LMS Plan to have eligibility to apply for and/or receive payments and reimbursement under executed grant agreements for the following hazard mitigation grant programs:

- Hazard Mitigation Grant Program (HMGP)
- Business Resilient Infrastructure and Communities (BRIC) – *formerly known as Pre-Disaster Mitigation (PDM)*
- Flood Mitigation Assistance (FMA) Grant Program
- Community Development Block Grant - Mitigation (CDBG-MIT) Grant Program

Please submit a copy of your jurisdiction's fully executed LMS adopted resolution to Robin Yang, Whole Community Mitigation Planner, at [robin.yang@miamidade.gov](mailto:robin.yang@miamidade.gov). Should you have any questions regarding the process or need further clarification, please contact Mr. Yang.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frank K. Rollason".

Frank K. Rollason  
Director

Enclosures