



1           **Section 1. Recitals Adopted.** That each of the above stated recitals is hereby  
2 adopted and confirmed.

3           **Section 2.** The provision of the Miami Shores Village Code of Ordinances is hereby  
4 amended so as to create an Article I as part of Chapter 15. Existing Sections 15-1, 15-2, 15-3,  
5 15-4, 15-5, 15-6, 15-7, 15-8, 15-9, 15-10, and 15-11 shall now fall under Article I of Chapter 15.

6           **Section 3.** The provision of the Miami Shores Village Code of Ordinances is hereby  
7 amended so as to create a new Article II as part of Chapter 15, to read as follows:

8           **Chapter 15, Article II: Regulation of Single-Use Plastic Bottled Water**

9           Sec. 15-13 – Definitions

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11           The following words, phrases or terms as used in this Article, unless context indicates  
12 otherwise, shall have the following meanings:

13           Single-Use Plastic Bottled Water: Drinking Water originally provided in a sealed Rigid  
14 Plastic Bottle.

15           Drinking Water: Includes, natural spring water or well water; water taken from municipal  
16 or private utility systems or other sources; distilled, deionized, filtered, or other purified water; or  
17 any of the foregoing to which chemicals may be added. “Drinking Water” does not include:  
18 carbonated or sparkling water; soda, seltzer, or tonic water; or flavored water, also marketed as  
19 fitness water, vitamin water, enhanced water, energy water, or similar products. Products shall  
20 not be considered to fall within the definition of “Drinking Water” merely because water is one of  
21 several ingredients thereof.

22           Rigid Plastic Bottle: Any formed or molded container comprised predominantly of plastic  
23 resin, having a relatively inflexible fixed shape or form, having a neck that is smaller than the  
24 container body, and intended primarily as a single service container. “Rigid Plastic Bottle” includes  
25 a compostable plastic bottle meeting these criteria.

26           Village Contractor: Any person in privity of contract with the Village conducting business  
27 on Village-owned property or within the Village right-of-way, including but not limited to:  
28 contractors, vendors, lessees, concessionaires, and operators of a Village Facility or Village  
29 Property.

30           Village Permittee: Any person or entity issued a special event permit or temporary use  
31 permit by the Village for a special event of temporary use on Village Property.

32           Village Facility: Any building, structure, park, beach, road, street, right-of-way, or other  
33 facility owned, operated, or managed by the Village.

34           Village Property: Any land or facilities, water, or air rights owned, operated, or managed  
35 by the Village.

1 Village-Located Event: Any gathering held on Village Property, including a Village Facility,  
2 and subject to a Village permit. Any event regardless of specific location, but held within the  
3 Village, which enjoys substantial Village sponsorship or funding shall be considered a Village-  
4 Located Event.

5 Temporary Vendor: Any person or entity issued a temporary permit by the Village to  
6 provide or sell food on Village Property or in a Village Facility, including but not limited to special  
7 event permits issued by the Village for a special event on Village Property or in a Village Facility.

8 Sec. 15-14 – Prohibition of Single-Use Plastic Bottled Water in any Village Facility or on Village  
9 Property

10 (1) *Intent*. Single-Use Plastic Bottled Water containers are neither readily recyclable  
11 nor biodegradable, and can take hundreds of years to degrade. The intent of this  
12 Section is to reduce litter and pollutants impacting the Village land and the waters  
13 by reducing Single-Use Plastic Bottled Water usage and replacing it with reusable  
14 alternatives.

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16 (2) *Single-Use Plastic Bottled Water; Prohibitions*

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18 (a) Single-Use Plastic Bottled Water, as defined in Section 15-13, shall not be  
19 used, sold, provided, or distributed on Village Property or as part of a Miami  
20 Shore Village-approved activity or Village-Located Event, whether private  
21 or public.

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23 (b) Village Contractors, Village Permittees, and Temporary Vendors shall not  
24 sell, use, or offer Single-Use Plastic Bottled Water in Village Facilities or on  
25 Village Property. The provisions of this Section shall be deemed  
26 incorporated into all contracts, leases, or concession agreements for  
27 Village Contractors, Village Permittees, and Temporary Vendors entered  
28 into after the effective date of this Ordinance, and may be incorporated by  
29 reference via requiring compliance with all laws, rules, and ordinances. A  
30 violation of this Section shall be deemed a material default under the terms  
31 of the contract, lease, or concession agreement and shall be grounds for  
32 revocation of a special events permit.

33  
34 (3) *Exceptions*. Although the discontinuation of the use of Single-Use Plastic Bottled  
35 Water is strongly encouraged by the Village Council, this Article shall not apply to:

36  
37 (a) Any Miami Shores Village contract, lease, or concession agreement  
38 entered into prior to the effective date of this Section nor any temporary  
39 permit issued prior to the effective date of this Section, unless the Village  
40 Contractor, Village Permittee, or Temporary Vendor agrees to be subject  
41 thereto.

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43 (b) Where a reasonable accommodation is needed by an individual due to a  
44 medical or physical condition, or a religious belief.

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46 (c) Where the Village Manager finds that relying on Single-Use Plastic Bottled  
47 Water is necessary in a given situation to protect the public health, safety,

1 and welfare, and no reasonable alternative to Single-Use Plastic Bottled  
2 Water will serve the same purpose.

- 3  
4 (d) Use, sale, or distribution of Single-Use Plastic Bottled Water occurring  
5 subsequent to a declaration (by the Mayor or other duly authorized Village,  
6 County, State, or Federal official) of an emergency covering the Village,  
7 and affecting the availability and/or quality of drinking water to residents of  
8 the Village (however, this exemption shall expire seven days after such  
9 declaration has expired or ended).

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11 Sec. 15-15 – Enforcement: Penalties

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13 (1) Following adoption of this Ordinance, the Village shall engage in public education  
14 efforts to inform the public and users of Village Facilities and Village Properties of  
15 the provisions of this Article and to provide assistance with identifying alternatives  
16 to Single-Use Plastic Bottled Water.  
17  
18 (2) Beginning upon this Ordinance becoming effective, the Miami Shores Village Code  
19 Compliance Department shall begin a 120-day period of providing written warnings  
20 for any noted violations of this Article in lieu of any other enforcement penalties  
21 hereunder. Thereafter, the Miami Shores Village Code Compliance Department  
22 may fully enforce all provisions of this Article.  
23  
24 (3) If a code inspector (as defined in Section 2-76) finds a violation this Article, prior  
25 to issuing a violation, such code inspector shall issue a warning to allow for time  
26 to correct the violation before issuing a notice of violation hereunder. After the  
27 warning period expires, the code inspector may issue notice(s) of violation. The  
28 notice may inform the violator of the nature of the violation, amount of fine for which  
29 the violator may be liable, provide instructions and due date for paying the fine,  
30 provide notice that the violation may be appealed by requesting an administrative  
31 hearing within ten days after service of the notice of violation, and that failure to do  
32 so shall constitute an admission of the violations and waiver of the right to a  
33 hearing. A violation of this ordinance is deemed to be irreparable as it may only be  
34 complied with in the future and not retroactively.  
35  
36 (4) In the Village's discretion, a notice of violation of this chapter may be issued  
37 through Florida Statutes Section § 162.06, which may require the appearance of  
38 the person alleged to be in violation before the code enforcement board.  
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40 Sec. 15-16 – Rights of violators; payment of fine; right to appeal; failure to pay civil fine or to  
41 appeal.

- 42  
43 (1) A Village Contractor, Village Permittee, or Temporary Vendor that has been  
44 issued a notice of violation shall elect to either:  
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46 (a) Pay the following civil fine (per day, irrespective of the number of violations  
47 in a given day) within 30 days of the notice of violation:  
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49 i. First violation ..... \$50.00  
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ii. Second Violation within one (1) year after issuance of first violation.....\$100.00

iii. Third violation and any subsequent violation within one (1) year after issuance of the first violation .....\$500.00

(b) Request an administrative hearing before the code enforcement board to appeal the notice of violation, which hearing must be requested in writing and be received by the Village within ten days of service of the notice of violation.

(2) An individual or entity that has been issued a notice of violation, but which is not a Village Contractor, Village Permittee, or Temporary Vendor, shall elect to either:

(a) Pay a \$25.00 civil fine (per day, irrespective of the number of violations in a given day) within 30 days of the notice of violation; or

(b) Request an administrative hearing before the code enforcement board to appeal the notice of violation, which hearing must be requested in writing and be received by the Village within ten days of service of the notice of violation.

(3) The Village may revoke or cancel any permit for non-compliance with this Article, and may use past non-compliance as grounds for not renewing or re-issuing a permit.

(4) Nothing stated herein shall be construed as a limitation to the Village's remedies available to it through its contract, lease, permit, or other relationships.

(5) *Standard of Review.* If an administrative hearing is requested, the code enforcement board shall review an appeal of the notice of violation de novo on the merits using a preponderance of the evidence standard.

(6) The code enforcement board shall be prohibited from hearing the merits of and defense to the notice of violation if the violator has failed to request an administrative hearing within ten days of the service of the notice of violation.

(7) Any party aggrieved by a decision of the code enforcement board may appeal that decision, as set forth in Village Code Section 2-82.

(8) The failure to timely pay the civil fine, or to timely request an administrative hearing before the code enforcement board, shall constitute a waiver of the violator's right to administrative hearing before the code enforcement board, and shall be treated as an admission of the violation, for which fines and penalties may be assessed accordingly.

Sec. 15-17 – Recovery of unpaid fines; unpaid fines to constitute a lien; foreclosure; injunctive relief.

- 1 (1) The Village may institute proceedings in a court of competent jurisdiction to compel  
2 payment of civil fines.  
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- 4 (2) A certified copy of an order imposing a civil fine may be recorded in the public  
5 records and thereafter shall constitute a lien upon all real or personal property  
6 owned by the violator within the county or counties of such recordation, which lien  
7 may be enforced in the same manner as a court judgment by the sheriffs of this  
8 state, including levy against any of the violator's real or personal property, but shall  
9 not be deemed to be a court judgment except for enforcement purposes. Three  
10 months after the recording of any such lien, which remains unpaid, the Village may  
11 foreclose or otherwise execute upon the lien, for the amount of the lien, plus  
12 accrued interest, and attorneys' fees in all courts.  
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- 14 (3) *Injunctive relief.* As an additional means of enforcement, when there are more than  
15 three offenses by the same violator within a calendar year, the Village may seek  
16 injunctive relief, may follow procedures to revoke the violator's business tax receipt  
17 and revoke the violator's certificate of use.  
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19 Sec. 15-18 – Enforcement is cumulative.

20 All methods of enforcement provided for in this Article are cumulative and independent  
21 of the other and the Village may use one or all of the same.

22 **Section 4. Conflicting Provisions.** Any provisions of the Code of Ordinances of Miami  
23 Shores Village, Florida in conflict with the provisions of this Ordinance are hereby repealed, but  
24 only to the extent of such conflict.  
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26 **Section 5. Severability.** The provisions of this Ordinance are declared to be severable,  
27 and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to  
28 be invalid or unconstitutional, such decision shall not affect the validity of the remaining  
29 sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being  
30 the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.  
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32 **Section 6. Codification.** It is the intention of the Miami Shores Village Council that the  
33 provisions of this Ordinance shall become and be made part of the Code of Ordinances of the  
34 Miami Shores Village, Florida, that sections of this Ordinance may be renumbered or re-lettered  
35 to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or  
36 other appropriate word.  
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2 **Section 7. Effective Date.** This Ordinance shall take effect immediately upon adoption  
3 on second reading.  
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6 **PASSED and ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.  
7

8 First Reading: January 21, 2020.  
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10 Second Reading: \_\_\_\_\_, 2020.  
11

12 ATTEST:  
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16 \_\_\_\_\_  
17 Ysabely Rodriguez, MPA, CMC  
18 Village Clerk  
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\_\_\_\_\_

Crystal Wagar, Mayor

21 APPROVED AS TO FORM:  
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Richard Sarafan  
27 Village Attorney  
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32 [7718-001/3123807/#1]