

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Tuesday, March 2, 2010

PART TWO
AGENDA SECTIONS 9C - 16



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

Mayor and Commission

Roxanna Ross
Mayor

Albert Chikdress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Tuesday, March 2, 2010

- 1 Call to Order
- 2 Roll Call
- 3 Pledge of Allegiance
- 4 Presentations
 - 4.a Recreation Department - Issa Thornell to present trophies to Flag Football Champions
 - 4.b Proclamation - Charles Touchstone Day
 - 4.c Citizens' Crime Watch Executive Director Carmen Caldwell
- 5 Public Comments Related to Agenda Items
- 6 Additions, Deletions or Withdrawals to Agenda
- 7 Consent Agenda
 - 7.a Approval of Minutes
> February 2, 2010
 - 7.b Receipt of 1st Quarter Financials as of Dec. 31, 2009
- 8 Public Hearings
- 9 Ordinances - FIRST READING
 - 9.a Ordinance 2010-3

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING THE EVALUATION AND APPRAISAL REPORT BASED AMENDMENTS TO THE COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

9.b **Ordinance 2010-6**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ACCEPTING THE **5-YEAR CAPITAL IMPROVEMENT PLAN** OUTLINING SPECIFIC PROJECTS, SUBJECT TO ANNUAL REVIEW; PROVIDING FOR AN EFFECTIVE DATE

9.c **Ordinance 2010-7**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNEPARK, FLORIDA, GRANTING **FLORIDA POWER & LIGHT COMPANY**, ITS SUCCESSORS AND ASSIGNS A NON EXCLUSIVE ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

9.d **Ordinance 2010-4**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING THE MUNICIPAL CODE OF THE VILLAGE OF BISCAYNE PARK BY ADOPTING A **CODE OF CONDUCT** FOR ALL ELECTED OFFICIALS, BOARD MEMBERS AND VILLAGE EMPLOYEES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSDION; PROVIDING FOR AN EFFECTIVE DATE.

9.e **Ordinance 2010-5**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING THE MUNICIPAL CODE OF THE VILLAGE BY ADOPTING **COMPREHENSIVE PROCEDURES GOVERNING COMMISSION MEETINGS**; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE

Ordinances - SECOND READING

9.f **Ordinance 2009-3**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA ADOPTING ITS **2008-2025 WATER SUPPLY FACILITIES WORK PLAN**; AMENDING THE VILLAGE OF BISCAYNE PARK'S COMPREHENSIVE PLAN TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING BY AMENDING THE TEXT CONTAINED IN THE FUTURE LAND USE, INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND THE CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Note: First reading was in February, 2009.

9.g **Ordinance 2010-1**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 11 ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS" BY CREATING NEW ARTICLE VI, ENTITLED "**STREET ADDRESS DISPLAY**"; PROVIDING FOR PENALTY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

9.h **Ordinance 2010-2**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, ENTITLED, "**COMMISSIONS, BOARDS AND COMMITTEES**"; REPEALING ORDINANCE 2008-8 AND CREATING NEW SECTION 2-30 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK ENTITLED "GENERAL RULES AND POLICIES"; AMENDING EXISTING SECTION 2-31 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "BOARD OF PARKS AND PARKWAYS"; AMENDING EXISTING SECTION 2-32 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "ECOLOGY BOARD"; REPEALING ORDINANCE 2008-7 AND CREATING A NEW SECTION 2-34 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "RECREATION ADVISORY BOARD"; REPEALING ORDINANCE 2008-4; PROVIDING FOR AMENDMENT TO THE APPLICABLE CURRENT CODE SECTIONS WITH REFERENCE TO THIS ORDINANCE AND PROVIDING THAT PROVISIONS OF THE CURRENT CODE, TO THE EXTENT THAT THEY ARE IN CONFLICT WITH THIS ORDINANCE, SHALL BE REPEALED; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE

10 Resolutions

11 Old Business

- 11.a Bell David Planning Group - Alex David providing update on City of North Miami's Future Land Use

- 11.b Discussion of replacement of Board Members
 - Code Enforcement
 - Code Review
 - Recreation Advisory Board
 - Ecology Board

- 11.c Commissioner Cooper: Discussion of status of the Pathways Ad Hoc Committee

12 New Business

- 12.a Commissioner Cooper: Use of past official Village reports/plans that were paid for with tax dollars.

Commissioner Cooper: Direction to Attorney to draft a resolution
- 12.b supporting environmental efforts as per resolutions adopted by sister cities in southeast Florida.

13 Good & Welfare

14 Reports

- 14.a Committee Reports
 - i > Parks & Parkway Advisory Board

- 14.b Village Attorney

- 14.c Village Manager
 - i > Legislative designation recognizing Sixth Avenue within the Village of Biscayne Park.
 - ii > Discussion on legislative travel.

- 14.d Commissioner Comments
 - > Vice Mayor Al Childress
 - > Commissioner Bob Anderson
 - > Commissioner Steve Bernard
 - > Commissioner Bryan Cooper
 - > Mayor Roxanna Ross

15 Announcements

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Monday, March 15th - Planning & Zoning at 6:30PM

Tuesday, March 16th - Ethics Training for staff, board and committee members at 6:00PM

Tuesday, March 16th - Special Commission Meeting at 7:30PM

Wednesday, March 17th - Parks & Parkway Advisory Board at 6:00PM

16 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accomodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

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Maria Camara
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Date: February 25, 2010

To: Mayor Roxanna Ross
Vice Mayor Al Childress
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: **Ordinance 2010-7 – FPL Non-Exclusive Electric Franchise Agreement**

Background Analysis:

The previous 30-year franchise agreement will expire in April 2010. Attached is a synopsis from legal regarding the agreement.

Fiscal/Budgetary Impact:

The franchise agreement provides for a steady stream of income for the Village. Income can be used for bonding purposes or to pay for long term capital projects. The agreement generates approximately \$120,000 annual revenue to the Village of Biscayne Park for fiscal year 2009-10. Forthcoming will be projected figures for 2010-11 upon receipt from FPL. From a management standpoint, an alternative source of revenue would have to exist in order to continue to deliver services at current levels to the residents of our Village.

Recommendation:

Manager recommends approval at first reading. Will continue to work with Legal on enhancing the Village's position via this agreement prior to second reading.

MEMORANDUM

DRAFT

TO: Honorable Village Commission
Ana M. Garcia, Village Manager
Maria Camara, Village Clerk

FROM: John J. Hearn, Village Attorney

RE: FP&L Franchise Agreement/Ordinance

DATE: February 26, 2010

BACKGROUND:

This memorandum shall update the Village Commission on the Village's negotiations with FP&L concerning a non-exclusive electric franchise agreement to supply electricity and other electrical services in the Village. This issue was first presented to the Village Commission in the Spring of 2007 by then Manager, Frank Spence. Subsequent to that time, there have been numerous meetings with FP&L representatives seeking changes to the original franchise agreement. The Clerk has been provided with a red-lined and highlighted version of the current ordinance as proffered by FP&L.

Beginning in late Spring of 2009, negotiations were put on hold while the Village finalized its budget, awaited the selection of a new Manager, and the election of a new Village Commission. In January, 2010, pursuant to Commission direction, negotiations with FP&L resumed. Below I have highlighted the major issues which have been discussed over the almost three year period and what concessions, if any, were made by FP&L concerning same:

(1) **Concession sought:** Guarantee that no transmission lines would be put through the Village. Although the agreement does not waive any of the Village's legal rights under Florida Statutes to oppose transmission lines, the Village sought to have transmission lines expressly prohibited anywhere in the Village. FP&L would not agree to provide that guarantee. FP&L has represented that their policy is to seek to locate transmission lines in industrial and heavy commercial areas first and avoid residential areas. FP&L did proffer a "Whereas" clause recognizing that the Village considered itself to be a unique residential bedroom community. The Village had requested that FP&L recognize its uniqueness. In addition, at the time of this memorandum, I am awaiting possible language from FP&L that expressly recognizes that the agreement does not indicate a willingness by Biscayne Park to accept transmission lines and that both parties expressly acknowledge that the agreement does not waive any of Biscayne Park's

rights to oppose transmission lines. FP&L has represented that there are no franchise agreements which exclude transmission lines from a municipality.

(2) **Concession sought:** Shorten length of contract. The franchise agreement is for thirty years. The Village was seeking a shorter term, similar to the TECO Franchise Agreement. FP&L refused to negotiate on this item. The recent agreements executed by FP&L have all been for thirty year periods.

(3) **Concession sought:** Allow for the Village generation of electric capacity and storage for Village facilities' operations and equipment. FP&L has provided language in Section 8(B) allowing the Grantor, to the extent consistent with law, to generate electric capacity in a facility owned by the Village for storage or utilization at that facility or other facilities' operations or equipment and to use renewable energy sources.

(4) **Concession sought:** To have a most-favored nation's clause that would allow the Village to benefit from any franchise agreement that FP&L entered into in the future anywhere in the state of Florida that had a better franchise fee rate or any other more beneficial term. FP&L originally proposed that the Village be able to have a better franchise fee rate if negotiated by a subsequent agreement with another Village having the same or less active electrical customers. The Village sought the above expansive request and FP&L agreed only to a most favored nation's clause concerning the franchise fee for municipalities located in Miami-Dade County who have customers of 50,000 or less.

(5) **Concession sought:** The Village sought arbitration in the case of any dispute. FP&L would not agree to that clause.

(6) **Concession sought:** Section 13 provides for the ability of the Village to audit. FP&L does not allow an audit to be conducted on a contingent basis. The Village requested removal of that language. FP&L agreed to clarify that they were responsible for their own expenses but would not agree to amend the prohibition for contingent audits.

(7) **Concession sought:** The Village sought to have the Whereas clauses incorporated into the agreement. The Whereas clauses of the franchise agreement make clear that the purpose of the agreement is to pay a franchise fee to the Village in consideration of using the Village's rights-of-way to supply electricity. In consideration, the Village agreed not to compete by selling electricity. The incorporation of the Whereas clauses confirms the intent of the parties in entering into this agreement.

GENERAL SUMMARY:

The proposed franchise ordinance recognizes the sovereignty of the Village of Biscayne Park over its rights-of-way. The ordinance provides for the payment of fees to the Village in exchange for the non-exclusive right of supplying electricity and other electrical services within the Village of Biscayne Park in exchange for a non-compete agreement from the Village. Other than as provided for in the agreement for its own electrical generation, use, and storage purposes, the

agreement prevents the Village from competing against FP&L by selling electricity other than back to FP&L, consistent with state law. FP&L has stated that, while willing to negotiate, they will not substantively change their agreement. Although that is the stated goal of FP&L, it is clear that each agreement has different tweaks which include certain substantive changes. The agreement which is before you today has a compilation of the "best" language that has been offered to other cities that we have been made aware. I will leave it to the Manager to discuss the financial implications of entering or not entering into the Agreement.

As always, please do not hesitate to contact me if you have any questions or comments.

ORDINANCE NO. 2010-7

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AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, GRANTING FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE, ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

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WHEREAS, the Village Commission of the Village of Biscayne Park, Florida recognizes that the Village of Biscayne Park and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investment of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Village of Biscayne Park does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between the Village of Biscayne Park and FPL, the terms of which are set forth in Village of Biscayne Park Ordinance No. 201, passed and adopted April 1, 1980, and FPL's written acceptance thereof dated April 28, 1980 granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

WHEREAS, FPL and the Village of Biscayne Park desire to enter into a new Agreement (New Franchise Agreement) providing for the payment of fees to the Village of Biscayne Park in exchange for the nonexclusive right and privilege of supplying electricity and other electric related services within the Village of Biscayne Park free of competition from the Village of Biscayne Park, pursuant to certain terms and conditions, and

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WHEREAS, the Village Commission of the Village of Biscayne Park considers itself to be a unique residential bedroom community whose residents' accounts with FPL are largely residential rather than industrial or commercial, and

WHEREAS, the Village Commission of the Village of Biscayne Park deems it to be in the best interest of the Village of Biscayne Park and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

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Section 2. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Village of Biscayne Park, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other electric related services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

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Section 3. The facilities of Grantee shall be so located or relocated and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; but not so as unreasonably to interfere with the proper operation of Grantee's facilities and service, and that when any portion of a street is excavated by Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. Grantee's obligations with respect to replacement of streets as set forth above shall continue whether or not Grantee is notified by Grantor in any specific case.

Section 4. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 6. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all

Deleted: The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem real and personal property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's electric utility property, business or operations and those of its electric utility subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 5.9 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 5.9 percent of such revenues for any monthly billing period of the Grantee. The Grantee shall continue to receive franchise payments under the Current Franchise Agreement during the period between the effective date of this New Franchise Agreement and the first payment hereunder, provided that this New Franchise Agreement is adopted by the Village Commission prior to the date of expiration of the Current Franchise Agreement.

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The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, as in the existing franchise Ordinance No. 201, to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

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Section 7. If during the term of this franchise the Grantee enters into a franchise agreement with any other municipality located in Miami-Dade County, Florida where the number of Grantee's active electrical customers is equal to or less than 50,000, the terms of which provide for the payment of franchise fees by the Grantor at a rate greater than 5.9% of the Grantee's residential, commercial and industrial revenues (as such customers are defined in FPL's tariff), under the same terms and conditions as specified in Section 6 hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 6 hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other Miami-Dade County municipality, provided, however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other Miami-Dade County municipality. Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 8. (A) As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (i) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (ii) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric

capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (iii) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act or from utilizing generators and/or generating equipment during emergency situations. **Additionally, nothing herein shall prohibit Grantor from adopting or complying with environmental initiatives which enable or require Grantor to generate electrical energy for consumption at facilities owned or operated by Grantor, provided that such initiatives and the implementation of same do not violate any of the terms or conditions of this New Franchise Agreement, specifically including but not limited to the provisions enumerated in Section 8 herein.**

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(B) Grantor may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned by the Grantor for storage or utilization at that facility or other facilities, operations or equipment, provided that delivery of that electric capacity and/or energy does not extend beyond Grantee's Point of Service for those facilities, and (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at Grantor's facilities; and (iii) sell electric capacity and/or energy to Grantee in compliance with applicable rules and regulations controlling such transactions.

(C) Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity

and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 9. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Comment [FPL1]: At the request of the Village FPL removed the words "terms and conditions" after the word "rates"

Comment [FPL2]: At the request of the Village FPL removed the words "terms and conditions" after the word "rates" -KR

Deleted: As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act. Additionally, nothing herein shall prohibit Grantor from adopting or complying with environmental initiatives which enable or require Grantor to generate electrical energy for consumption at facilities owned or operated by Grantor, provided that such initiatives and the implementation of same do not violate any of the terms or conditions of this New Franchise Agreement, specifically including but not limited to the provisions enumerated in Sections 8(a), 8(b) and 8(c) herein.¶ Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates which are equal to or better than those offered by the other per ... [1]

Section 10. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 11. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall

result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 12. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 6 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 13. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the three (3) years preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained, and each party shall bear its own costs, fees and expenses associated with any such reasonable examination of the records prepared and kept by Grantee in the ordinary course of Grantee's business. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings,

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whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 201 not asserted in writing within one hundred fifty (150) days after the effective date of this Ordinance.

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Section 14. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 15. Grantor acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to the Grantee herein, and accepted by the Grantee as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by the Grantee as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida. Grantor agrees to indemnify and hold Grantee harmless against any and all liability, loss, cost, damage and expense incurred by Grantee in respect to any claim asserted by Miami-Dade County against Grantee arising out of the franchise set out in the above referenced ordinances for the recovery of any sums of money paid by Grantee to Grantor under the terms of this New Franchise Agreement. Grantee acknowledges and Grantor hereby relies on the Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this franchise.

Section 16. As used herein "person" means an individual, a partnership, a

corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 17. Ordinance No. 201, passed and adopted April 1, 1980 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 18. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this _____ day of _____, 2010.

PASSED AND ADOPTED on second reading this _____ day of _____, 2010.

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

The foregoing ordinance upon being put to a vote, the vote was as follows:

_____, Mayor

Attest:

Mayor : _____
Vice Mayor : _____
Commissioner : _____
Commissioner : _____
Commissioner : _____

Maria C. Camara, Village Clerk

Deleted: Ann Harper

Approved as to form:

John J. Hearn, Village Attorney

As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a “retail customer”) or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer’s facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor’s facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act. Additionally, nothing herein shall prohibit Grantor from adopting or complying with environmental initiatives which enable or require Grantor to generate electrical energy for consumption at facilities owned or operated by Grantor, provided that such initiatives and the implementation of same do not violate any of the terms or conditions of this New Franchise Agreement, specifically including but not limited to the provisions enumerated in Sections 8(a), 8(b) and 8(c) herein.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or

electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates which equal or better the other person's offer, all of the terms and conditions of this franchise shall remain in effect.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

Date: February 25, 2010

To: Mayor Roxanna Ross
Vice Mayor Al Childress
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: **Ordinance 2010-4 – Code of Conduct**

Background Analysis:

The Village Commission of the Village of Biscayne Park finds it to be in the best interests of its citizenry to adopt a code of conduct for all elected officials, board members and public employees. Per Commission request, this ordinance was drafted from the current ordinance used in the City of Doral.

Fiscal/Budgetary Impact:

< None >

Recommendation:

Prior to making a recommendation, further discussion is needed by and with the Commission through further dialogue, round table discussions, and workshops to incorporate best principles and practices.

ORDINANCE NO. 2010-4

**AN ORDINANCE OF THE VILLAGE COMMISSION OF
THE VILLAGE OF BISCAYNE PARK, FLORIDA,
AMENDING THE MUNICIPAL CODE OF THE VILLAGE
OF BISCAYNE PARK BY ADOPTING A CODE OF
CONDUCT FOR ALL ELECTED OFFICIALS, BOARD
MEMBERS AND VILLAGE EMPLOYEES; PROVIDING
FOR CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in the best interests of its citizenry to adopt a code of conduct for all elected officials and board members; now, therefore

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. The Municipal Code of the Village of Biscayne Park is hereby amended by adopting comprehensive procedures governing Village Commission meetings as follows:

Sec. 2-1. Code of conduct for all elected officials, board members and public employees.

(a) Declaration of policy. High moral and ethical standards among public officials, both elected and appointed, and public employees are essential to gain and maintain the confidence of the public because such confidence is essential to the conduct of free government. They are the agents of the people and hold their positions for the benefit of the people. The proper operation of democratic government requires that public officials be independent and impartial when establishing policy and that their positions never be used for personal gain.

All elected and appointed officials, Village employees, and others who participate in the Village's government are required to subscribe to this chapter and the conflict of interest and code of ethics ordinance codified as subsection 2-11.1 of the Code of Miami-Dade County. All elected and appointed officials, Village employees, and others who participate in the Village's government are required to understand how those ordinances apply to their specific responsibilities. All elected and appointed officials shall receive a copy of this section and will subscribe to the standards delineated in the code when carrying out their responsibilities.

(b) Definitions. Below is a list of terms with their associated meanings. The following terms for purposes of interpreting this code of conduct shall have the meanings indicated below:

Attitude. The manner in which one shows one's dispositions, opinions, and feelings.

Behavior. External appearance or action; manner of behaving; carriage of oneself.

Civility. Politeness, consideration, courtesy.

Conduct. The way one acts; personal behavior.

Courtesy. Politeness connected with kindness.

Decorum. Suitable; proper; good taste in behavior.

Grandstanding. Utilizing public meeting time ostentatiously and hampering the efficient conduct of business.

Manners. A way of acting; a style, method, or form; the way in which things are done.

Point of order. An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.

Point of personal privilege. A challenge to a speaker to defend or apologize for comments that a fellow member considers offensive.

Propriety. Conforming to acceptable standards of behavior.

Protocol. The courtesies that are established as proper and correct.

Public disruption. Behavior that disrupts the proceedings in a manner obviously hostile to the purpose of the meeting.

Public official. Any appointed or elected official and specifically includes, but is not limited to, the Mayor and Village Commission, and all board and committee members.

(c) Minimum standards. This code of conduct is designed to address the manner in which public officials should treat one another, Village staff, constituents, and others they come into contact with in representing the Village of Biscayne Park.

Public officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone

that can help guide public officials to take appropriate actions even in the most difficult situations. The Village's code of conduct includes the following minimum standards:

(1) Uphold the United States and Florida Constitutions, laws and regulations and the Village of Biscayne Park's Charter, ordinances and regulations, and never knowingly be a party to their evasion.

(2) Place the Village's rules, codes and interests ahead of any group or individual interests or concerns. No public official shall put individual concerns or interests before that of the Village and the Village's Code of Ordinances, before, during or after making a recommendation or a decision on a pending application.

(3) Seek to find and use the most equitable, efficient, effective and economical means for getting tasks accomplished, and not unnecessarily burdening staff with time consuming, unnecessary or frivolous requests related to personal concerns or individual points of view.

(4) Adopt policies (and programs, as applicable) that support the rights and recognize the needs of all citizens regardless of race, sex, sexual orientation, age, religion, creed, country of origin or disability. Avoid adopting policies (or supporting programs) or engaging in activities that discriminate against or offend individuals because of race, sex, sexual orientation, age, religion, creed, country of origin or disability.

(5) Ensure the integrity of the actions of each board, committee or the Village Commission by avoiding discrimination through the dispensing of special favors, or unfair privileges to anyone, whether for remuneration or not.

(6) Make no private promises of any kind binding upon the duties of any office, since a public official is a public servant, and should have no private work which can be binding on public duty.

(7) Do not take public positions or engage in any activity that advocates or supports an applicant, group, organization, business or position on any matter or issue that will come before your respective board or committee. No appointed public official shall advocate, lobby, or take any action involving the community or the Village Commission on an item that has been considered or is to be heard by that appointed public official's board or committee. The appointed board or committee, as a whole, shall issue a recommendation in its official capacity to the Village Commission. The individual appointed board or committee members shall not advocate to the public, or appear before the Village Commission on an item upon which their respective board or committee will consider or has considered, as doing so would provide an appearance of undue influence, bias and improper conduct. An appointed public official may only appear before the Village Commission on matters considered or to be considered by their respective board or committee if specifically invited by the Commission to do so. Appointed public officials may, however, appear before the Village Commission on all other Village business.

(8) Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.

(9) Expose through appropriate means and channels, corruption, misconduct or neglect of duty whenever discovered.

(10) Adhere to the principle that the public's business should be conducted consistent with the Sunshine law and following the letter and spirit of the Sunshine law by using closed meetings only to deal with certain legal and labor matters as provided under Florida law.

(11) Avoid using a position of public trust to gain access to the media or the dais for the purposes of criticizing colleagues, other public officials, citizens or staff, impugning their integrity or vilifying their personal beliefs.

(12) Make sure, when responding to the media, or to public comments, that a clear distinction is made between personal opinion or belief and a decision made by the applicable board, committee or Village Commission.

(13) Pledge to honor and uphold these principles, ever conscious that public office (whether appointed or elected) is a public trust.

(d) Village meetings.

(1) The Mayor will chair official meetings of the Village Commission, unless the Vice-Mayor or another Commission member is designated as chair of a specific meeting. The chair maintains order, decorum, and the fair and equitable treatment of all speakers, keeps discussion and questions focused on specific agenda item under consideration, and makes parliamentary rulings with advice, if requested, from the Village Attorney who acts as an advisory parliamentarian. Chair rulings may be overturned if a Commission member makes a motion as an individual and the majority of the Commission votes to overrule the chair. These rules of decorum supplement and enhance the Village's meeting procedures ordinance found elsewhere in this Code.

(2) Board and committee meetings. The board or committee chairman will chair official meetings of their respective board or committee, unless the vice-chair or another member is designated as chair of a specific meeting. The meeting chair maintains order, decorum, and the fair and equitable treatment of all speakers, keeps discussion and questions focused on the specific agenda item under consideration, and makes parliamentary rulings with advice, if requested, from the board attorney (where applicable) who acts as an advisory parliamentarian. Chair rulings may be overturned if a member makes a motion as an individual and majority of the board votes to overrule the chair.

(e) Rules of decorum.

(1) All public officials shall practice civility and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

(2) All public officials shall honor the role of the chair in maintaining order. It is the responsibility of the chair to keep the comments of Commission members or board members on track during public meetings. Public officials shall honor efforts by the chair to focus discussion on current agenda items and to halt nonproductive grandstanding. If there is disagreement about the agenda or the chair's actions, those objections shall be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(3) Avoid personal comments that could offend other persons. If an individual member of the Commission, board or committee is personally offended by the remarks of another member the offended public officials shall make notes of the actual words used and call for a "point of personal privilege" that challenges the offending member to justify or apologize for the language used. The chair will maintain control of this discussion.

(4) Demonstrate effective problem-solving approaches. The Village Commission and each public board and committee has a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

(5) Public officials should refer to one another formally during public meetings by their official titles followed by the individual's last name.

(f) Correspondence signatures.

(1) Public officials do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Commission meetings or other official Village meetings. Village staff will prepare official letters in response to public inquiries and concerns. If correspondence is addressed only to one (1) public official, that public official should check with staff on the best way to respond to the sender. At all times, public officials will make sure to comply with the Village's quasi-judicial procedures, comply with the Jennings Rule, and adhere to the state's Sunshine laws.

(2) Public officials are to check with Village staff on correspondence before taking action. Before sending correspondence, public officials should check with Village staff to see if an official Village response has already been sent or is in progress.

(g) Conduct with Village staff. Governance of a Village relies on the cooperative efforts of all public officials. The Village Commission sets policy and the Village Manager, together with Village staff, implements and administers the Commission's policies. To allow proper governance and to ensure non-interference with the Village Manager's application or implementation of the Village Commission's policies, public officials shall comply with the following guidelines:

(1) Public officials shall treat all staff as professionals with clear, honest communication that respects the abilities, experience and the dignity of each individual. Public officials shall maintain an attitude of courtesy and consideration toward all colleagues, public officials and staff during all discussions and deliberations.

(2) Questions/inquiries to Village staff:

- a. General public official communications with Village staff should be limited to normal Village business hours unless the circumstances warrant otherwise. Responses to public official questions posed outside of normal business hours should be expected no earlier than the next business day.
- b. Routine requests for information and inquiries. Public officials may contact staff directly for information made readily available to the general public on a regular basis (e.g., "What are the recreation center's hours of operation?"). Under these circumstances staff shall treat the public official no differently than they would the general public, and the public official shall not use his/her/their elected or appointed status to secure preferential treatment. The Village Manager does not need to be advised of such contacts.
- c. Nonroutine requests for readily available information. A public official may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., "How many traffic lights are there in the Village?").
- d. Nonroutine requests requiring special effort. Any public official request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the Village Manager, (e.g., "Please provide a matrix reconciling data from various traffic studies"). The Village Manager shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all public officials on the board, the Village Manager, the Village Attorney as appropriate and affected department heads. The procedure outlined in this subsection does not preclude a public official from making a public records request under Chapter 119, Florida Statutes.
- e. Meeting requests. Any public official request for a meeting with staff must be directed to the Village Manager. When in doubt about the appropriateness of a communication with staff, public officials shall ask the Village manager for advice.
- f. Public safety restrictions. Under certain circumstances, requests for information regarding operations or personnel of the department of public safety may be legally restricted under state law to protect minors, certain victims and law enforcement officers and their investigations. Accordingly, it shall be the policy of the Village of Biscayne Park to strictly comply with all applicable legal authorities governing the release of public safety information and records.

(3) Do not disrupt Village staff from their jobs. Public officials should not disrupt Village staff while they are engrossed in performing their job functions in order to have their individual needs met.

(4) Never publicly criticize an individual employee. Public officials shall never express concerns about the performance of a Village employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the Village Manager.

(5) Public officials shall not become involved in administrative functions. Public officials shall not attempt to influence Village staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of Village licenses and permits.

(6) Public officials shall not attend meetings with Village staff unless requested by staff. This restriction does not apply to board or committee members sitting in on meetings concerning matters that do not come before their respective boards or committees for consideration.

(7) Requests for staff support shall be made to the Village Manager who is responsible for allocating Village resources.

(8) Public officials shall not solicit political support from staff. Public officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Village staff. Village staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(h) Conduct with members of the public.

(1) Make no promises on behalf of the entire body. Public officials will frequently be asked to explain an action of the body or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Village policy and to refer to Village staff for further information. It is inappropriate to overtly or implicitly promise action by the body, or to promise Village staff will do something specific (fix a pothole, plant new flowers in the median, etc.).

(2) Make no personal comments about other public officials. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other public officials, their opinions and actions.

(i) Conduct with other public agencies.

(1) Public officials should be clear about representing the Village, a board of the Village or personal interests. If a public official appears before another governmental agency or organization or meets with the agency representative or staff to give a statement on an issue, the public official must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the Village; 2) whether this is the majority or minority opinion of the body s/he represents. If the public official is representing the Village, the public official must support and advocate the official Village position on an issue, not a personal viewpoint.

(2) Correspondence also should be equally clear about representation. Village letterhead may be used when the public official is representing the Village and the Village's official position. A copy of official correspondence should be given to the Village Clerk to be filed in the Commission office as part of the permanent public record. It is best that Village letterhead not be used for correspondence of public officials representing a personal point of view or a dissenting point of view from an official Village Commission or Village board position. However, should public officials use Village letterhead to express a personal opinion, the official Village position must be stated clearly so the reader understands the difference between the official Village position and the minor viewpoint of the public official.

(j) Conduct with boards and Commissions.

(1) Public officials may generally attend any public meeting, which are always open to any member of the public. There are specific exceptions in the case of quasi-judicial proceedings. If in doubt, the official should seek guidance from the Village attorney's office. However, public officials should be sensitive to the way their participation could be viewed as unfairly affecting the process. No public comments by an appointed public official at a Village Commission meeting may be made where the board or committee's recommendation is presented, unless that board or committee member is specifically invited to speak by the Mayor or by the Commission.

(2) It is inappropriate for a public official to contact a committee, board or Commission member to lobby on behalf of businesses or developers.

(j) Commission conduct with the media. Public officials are frequently contacted by the media for background and quotes. Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one (1) bad experience can be catastrophic. Words that are not said cannot be quoted. The Mayor is the official spokesperson and representative of the Village's position. The Mayor is the designated representative of the Commission to present and speak on the official Village position. If an individual public official is contacted by the media, the public official should be clear about whether their comments represent the official Village position or a personal viewpoint. The public official should choose words carefully and cautiously. Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

(k) Sanctions.

(1) Public disruption. Members of the public who do not follow proper conduct after a warning in a public hearing shall be barred from further testimony at that meeting or removed from the Commission chambers.

(2) Inappropriate staff behavior. Public officials should refer to the Village Manager any Village staff who do not follow proper conduct in their dealings with Commission members, board members, other Village staff, or the public. These employees may be disciplined in accordance with standard Village procedures for such actions.

(3) Public officials' behavior and conduct. Public officials who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Commission. Serious infractions of the code of ethics or code of conduct could lead to other sanctions as deemed appropriate by the Commission and as provided under law. Failure of an appointed public official to comply with the Village's, County's, and State's ethics codes shall result in removal of the public official.

(4) Appointed public officials. Violation of this code by an appointed public official, for a first offense, shall result in sanctions which sanctions may include removal of the appointed public official from the board or committee. A second violation of this code by an appointed public official shall result in removal of that appointed public official from the board or committee.

(l) Impartiality. No official or employee shall request, use or permit the use of any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

(m) Use of public property. No official or employee shall use his/her position to request, use or permit the use of any Village-owned or Village-supported property, vehicle, equipment, material, labor or service for the personal convenience or the private advantage of himself or of any other person. This rule shall not be deemed to prohibit an official or employee from requesting, using or permitting the use of such publicly-owned or publicly-supplied property, vehicle, equipment, material, labor or service which it is the general practice to make available to the public at large or which are provided as a matter of stated public policy for the use of officials and employees in the conduct of official business.

(n) Influence of board members by Mayor and Commission members, appearance before boards. The Mayor and Commission members of the Village are hereby prohibited from:

(1) Attempting directly or indirectly to improperly influence the decision or official act of any member of any board of the Village;

(2) Appearing before any such board except upon invitation of a majority of the members of such board; provided, however, that if the Mayor or a Commission member shall appear before such board without invitation, he shall be presumed to have a financial or personal interest in any matter which he shall have advocated or espoused before the board and shall be disqualified to vote thereon in his official capacity.

(3) Excepted from the provisions hereof is participation by the Mayor or members of the Commission in the acts and deliberation of any board of which they are ex-officio members.

Section 2. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in its entirety.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Village of Biscayne Park, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective upon adoption on second reading.

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

The foregoing ordinance upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Attest:

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commissioner Bernard _____
Commissioner Cooper _____

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

Date: February 25, 2010

To: Mayor Roxanna Ross
Vice Mayor Al Childress
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: **Ordinance 2010-5 – Procedures Governing Commission Meetings**

Background Analysis:

Per Commission request, this ordinance was drafted from the current ordinance used in the City of Dorai. It will serve as a tool to enhance productivity, to promote a respectful environment, to clarify procedures and deadlines, and define where responsibilities lie from management, to elected officials, and to our volunteer boards.

Fiscal/Budgetary Impact:

< None >

Recommendation:

Further discussion is recommended by and with the Commission.

ORDINANCE NO. 2010-5

**AN ORDINANCE OF THE VILLAGE COMMISSION OF
THE VILLAGE OF BISCAYNE PARK, FLORIDA,
AMENDING THE MUNICIPAL CODE OF THE VILLAGE
BY ADOPTING COMPREHENSIVE PROCEDURES
GOVERNING COMMISSION MEETINGS; PROVIDING
FOR CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in the best interests of its citizenry to adopt comprehensive procedures governing Commission meetings;

BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1. The Municipal Code of the Village of Biscayne Park is hereby amended by adopting comprehensive procedures governing Village Commission meetings as follows:

Sec. 2-18. Comprehensive procedures for Village Commission meetings.

(a) This section shall govern the procedures for meetings of the Village Commission.

(b) Definitions. References in this article to the Florida Statutes shall be interpreted as meaning Florida Statutes as amended from time to time.

(1) Chair means the presiding officer of the Village Commission. The Mayor is the presiding officer, under the Charter, when present. In the absence of the Mayor, the Vice-Mayor shall become the presiding officer. In the absence of both the Mayor and Vice-Mayor, the remaining Village Commission members shall elect a chair for the meeting.

(2) Journal of proceedings means that an account of all proceedings of the Village Commission shall be kept by the Village Clerk and shall be the official record of the Village Commission.

(3) Meeting shall mean any regular, special or workshop meeting of the Village Commission.

(4) Quorum shall mean a majority of the members of the Village Commission.

(c) Village Commission meeting procedures. Section 4.01 of the Charter of the Village of Biscayne Park authorizes the Village Commission to determine and adopt its own rules of procedure for Village Commission meetings. Except as otherwise provided by Village Charter, Village Code or laws of the State of Florida, the functioning and proceedings of the Commission shall be governed by these Commission rules of procedures.

(d) Rules of procedure for Village Commission meetings.

(1) On matters involving parliamentary procedure not provided for in these Commission rules of procedure, the Village Attorney's latest revised edition of Robert's Rules of Order shall be referenced by the Mayor as persuasive rather than binding, and the Mayor's determination shall be final.

(2) The Village Attorney shall act as parliamentarian and, when applicable, shall interpret Robert's Rules of Order for the Commission.

(3) These rules of procedure shall not be altered except by an amending ordinance. These rules of procedure may be suspended, when appropriate, by a majority vote of the Commission.

(e) Village Commission meeting agenda.

(1) The Village Manager shall be responsible for preparing the agenda for all Village Commission meetings. The Charter officials shall meet with the Mayor to finalize the agenda. Village staff may request that a matter of business be placed on the agenda provided sufficient notice is provided to the Village Commission and the Village Manager. Items previously brought before the Village Commission for consideration or for an expression of interest on three (3) occasions, may not be brought forward for reconsideration or expression of interest again before six (6) months have lapsed from the last consideration or expression of interest pertaining to said item, unless a super majority four-fifths (4/5) of the Village Commission agrees to reconsider the item. All proposed agenda items shall be delivered to the Village Clerk's office at a minimum of ten (10) days prior to a regular Village Commission meeting.

(2) Members of the Village Commission may submit items for placement on the agenda. All proposed agenda items shall be delivered to the Village Clerk's office at a minimum of ten (10) days prior to a regular Village Commission meeting. These items shall be part of the meeting notice and part of the meeting agenda. No member of the Village Commission may present more than three (3) items at any meeting.

(3) Except for emergency matters or other special matters requiring the immediate attention of the Village Commission, a listing of business to be considered by the Village Commission shall be prepared by the Village Manager. The Village Manager shall attempt to deliver the listing of business to each member at least seventy-two (72) hours prior to each regular Village Commission meeting.

(4) It is the responsibility of the Village Clerk to compile and deliver the agenda and all supporting documentation under the general supervision and direction of the Village Manager. All members of the Village organization are encouraged to cooperate with the Clerk in making the agenda complete and accurate. Additional items may only be added to the agenda under exigent circumstances to protect the life, health, safety and welfare of the citizens and residents of the Village. The Village Manager may request additional time to study an item not included on the agenda but presented for action at the meeting.

(5) The Village Commission may, upon a majority vote of its members, modify the contents of the agenda at a Village Commission meeting.

(6) Any member of the Village Commission may pull an item off of the consent agenda for discussion and a separate vote on that item. No vote of the Village Commission is required to pull the item off the consent agenda.

(7) Village Commission workshops may be held from time to time for the special purpose of affording the Village Commission an opportunity to discuss items that may be considered at a future Village Commission meeting. Only items on a workshop agenda may be discussed at a Village Commission workshop. Additional items may only be added to the agenda under exigent circumstances to protect the life, health, safety and welfare of the citizens and residents of the Village.

(f) Notice of meetings.

(1) Public notice and posting: The Village Clerk shall publish monthly in a newspaper of general circulation in the Village and post a statement in at least two (2) locations of the dates, times and places (subject to change) of the Village Commission meetings regularly scheduled for the upcoming month. Said publication shall occur no later than the day preceding the first regular meeting of the month. The Village Clerk may use any other medium appropriate for notice of public meetings.

(2) The Village Clerk shall also post a notice of the date, time, and place of each Commission meeting, regular or otherwise, a minimum of twenty-four (24) hours prior to the meeting.

(g) Order of business.

(1) The Mayor shall take the chair at the hour appointed for the meeting of Village Commission and shall call the meeting to order and direct the Clerk to call roll. In the absence of the Mayor, the Vice-Mayor shall preside. If a quorum is present, the meeting shall continue.

(2) The general order of any regular or alternate meeting, which any member of the Village Commission can alter upon request and acceptance, should be as follows. This order and content may vary in consideration of time constraints and/or actual items being considered:

- a. Call to order
- b. Roll call of members

- c. Pledge of Allegiance
- d. Public comments related to agenda
- e. Presentation
- f. Additions, deletions or withdrawals to agenda
- g. Consent agenda
- h. Public hearings
- i. Ordinances
- j. Resolutions
- k. Old business
- l. New business
- m. Good and welfare
- n. Reports
- o. Announcements

(h) Rules for conduct of business.

(1) Village Commission's duties.

a. Recognition shall be given only by the presiding officer. Upon being recognized the member may proceed.

b. No member may filibuster. No member may speak more than five (5) minutes continuously, except by leave of the Mayor. The decision of the Mayor is final, unless a majority of the Village Commission votes to the contrary.

c. A member may speak a second time on any one (1) question only after all members have been given an opportunity to speak.

d. The Mayor shall regulate debate in any other manner that she/he deems necessary, provided that the rights of all persons to express their views are respected.

e. Questions and comments by members of the Village Commission should be reserved insofar as possible for the end of a presentation to avoid interrupting the speaker, disrupting the time-keeping process and duplicating ground the speaker may cover. All members of the Village Commission shall be permitted to speak on any matter and shall not be ruled out of order by the presiding officer unless the member has made abusive, derogatory or rude remarks. No member of the Village Commission shall be limited in his or her debate on any issue, except as otherwise provided herein, unless the member engages in abusive, derogatory or rude comment.

f. All members of the Village Commission shall accord the utmost courtesy to each other, to Village employees, and to public members appearing before the Village Commission, and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

g. The Village Manager may speak to any matter on which he or she has information for the Village Commission.

h. It shall be unlawful for any individual or member of the Village Commission to disturb or disrupt a meeting of the Village Commission or refuse to obey the orders of the Mayor or presiding officer in the conduct of the meeting. Any individual or member of the Village Commission who causes a disruption or disturbance of the meeting shall be warned by the Mayor or presiding officer that the conduct is interfering or disturbing the order of the meeting and shall be given the opportunity to cease the conduct constituting an interruption or disturbance. If the individual or member of the Village Commission fails to cease the offending conduct and continues to interrupt or disturb the meeting, the individual or member of the Village Commission shall be removed from the meeting by the Police Chief or his authorized agent in attendance at the meeting if so directed by the Mayor or presiding officer. Once removed, the individual or member of the Village Commission shall be barred from further audience for the remainder of the meeting.

i. In the event that the Mayor or presiding officer fails to act, any member of the Village Commission may move to require the presiding officer to act to enforce the rules, and the affirmative vote of the majority of the Village Commission members present at that time shall require the presiding officer to act.

j. Any individual or Village Commission member who, at a Village Commission or board meeting, willfully interrupts or disturbs such meeting in violation of Section 871.01, Florida Statutes, entitled "Disturbing Schools and Religious and Other Assemblies," is subject to arrest by those law enforcement officers present. No action by the presiding officer is required for a law enforcement officer to enforce Section 871.01, Florida Statutes, as may be amended from time to time.

k. Each public officer serving on the Village Commission or an advisory board of the Village, when appearing before any other governmental body or within the contents of any written communication, pledges to inform the recipient of the oral or written communication that the issue before such governmental body or in writing has or has not been addressed officially by the Village Commission or the advisory board of which he or she is a member; and further pledges to inform the recipient(s) of the oral or written communication of any official position taken by the Village Commission or an advisory board and indicate that his or her appearance or written correspondence is or his not authorized by the Village Commission or an advisory board. When a member of the Village Commission is representing the Village Commission before another governmental body, said member of the Village Commission shall, at a minimum, update the other members of the Village Commission and the Village Manager at the next scheduled Village Commission meeting.

(2) Residents/Interested parties' duties.

a. Members of the public may speak only at times designated by the Mayor or presiding officer

b. The member of the public shall step to the floor microphone and state her/his name and address in an audible tone for the Clerk's record.

c. Remarks shall be limited to the question(s) under discussion, unless such remarks come during the public participation section of the meeting.

d. During public participation any member of the public may speak to any issue that is not on the agenda for public hearing during the Village Commission meeting. Speakers will be limited to three (3) minutes during this time. There will be a thirty-minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the Village Clerk prior to their participation.

e. All remarks shall be addressed to the Village Commission as a body through the Mayor, and not to any member thereof.

f. Cumulative and repetitive testimony should be avoided on any matter. Persons of the same position as the previous speaker may simply state their names, address and the positions with which they agree.

g. Any person making disruptive, impertinent or slanderous remarks, or who shall become boisterous while addressing the Village Commission and refuses to stop may be requested to leave the meeting by the Mayor, pursuant to subsections(h)(1)h. and (h)(1)i.

h. Persons whose allotted time to speak has expired shall be so advised by the Village Clerk to conclude. Public hearings consist of those agenda items where the public may participate. The public shall speak only on the agenda subject. Speaking time for members of the public is limited to three (3) minutes for any particular topic. Additional time may be added by the Village Commission. Members of the public shall not delegate or give their time, or any portion thereof, to another party. For a public hearing, the Village Commission may set an aggregate time limit for public comment. When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

(i) Enforcement.

(1) During Village Commission meetings, Village Commission members shall preserve order and decorum and shall neither by conversation nor otherwise delay or interrupt the proceedings or the peace of the Village Commission nor refuse to obey the rules of the Village Commission.

(2) Anyone in the audience creating an atmosphere detrimental or disturbing to the conduct of the meeting will be asked to leave by the Mayor, pursuant to subsections (h)(1)h and (h)(1)i.

(3) The order, if not heeded, will then cause the police to eject the person from the Commission Chambers upon instruction from the Mayor, pursuant to subsections (h)(1)h and (h)(1)i.

(j) Procedure for Village Commission actions.

(1) A member may speak on any item to be considered by the Village Commission; call for the question (for the question to be called, requires a 2/3 vote of the Village Commission); ask for a statement of the question (which the Mayor or Clerk shall render); call for a division of the questions (the Mayor shall render a decision regarding

the divisibility of any question and said decision shall be subject to appeal as is a question of order); and question the Village Manager or Village Attorney.

(2) Pursuant to subsection (e), any member may introduce items to be considered by the Village Commission, such as the member deems appropriate. It is preferred that it be submitted to the Village Manager to be included on an appropriate agenda.

(3) The Village Commission may consider and act upon such other business as may come before it. When new business is offered as a motion and seconded, it shall be written and read to the Village Commission by the Village Clerk before debate. After a motion has been read by the Village Clerk, it shall be deemed to be in the Village Commission's possession and may be withdrawn only by leave of the Village Commission.

(4) Form of ordinances/resolutions shall contain not more than one (1) subject, which shall be fully described in the title in easily understood terms.

(5) Motion to reconsider: Any member who voted on the prevailing side may move a reconsideration of any action of the Village Commission, provided that the motion be made not later than the next regular meeting after such action was taken. A motion to reconsider shall be in order at any time, except when a motion on some other subject is pending. A motion to reconsider being laid upon the table may be taken up and acted upon at any time.

(6) Motion made and additional proper motions: When a question is before Village Commission or under debate, or a motion has been made, no other motion shall be proper, except the following and these take precedence according to the order listed:

- a. To adjourn;
- b. To table until future stated time;
- c. Requested cessation of debate and vote are taken;
- d. To refer to a standing or ad hoc committee;
- e. To amend the matter under discussion;
- f. To postpone action for an indefinite time or to a certain date.

(7) Questions without debate: The following questions shall be considered without debate:

- a. To adjourn;
- b. To lie on the table;
- c. To take from the table;
- d. All questions relating to priority.

(8) Motion to postpone – Adjourn.

a. A motion to postpone (to a day certain or indefinitely) shall not again be allowed at the same reading of the ordinance or resolution under consideration.

b. A motion to adjourn shall always be in order, but if decided in the negative, it shall not be entertained again until some motion, order, or decision has taken place.

(9) Motion to take from the table: A motion to remove any matter from the table shall be in order after consideration of one (1) question succeeding the tabling. This item may be overturned by a majority vote of the Village Commission.

(10) Motion to amend or revise: A motion to amend or revise shall be divisible into two (2) separate motions: a motion to strike and a motion to insert. A refusal to strike is equivalent to agreeing to the matter in the form. However, this does not preclude further amendment by way of addition.

(11) Appeal decision of the chair: On appeal from the decision of the chair, no member shall speak more than once, and the chair shall have preference.

(12) Call to order: Can be made at any time when the order of business is being varied from. It requires no second, and is in order when another has the floor, even though it interrupts a speech, as a single member has a right to demand that the order of business be conformed to.

(k) Voting procedures.

(1) Every member present, when a question is put, shall vote unless the member has a conflict of interest. Any member abstaining from voting must make a brief statement for such request and will fill out all appropriate paperwork to be filed with the Village Clerk at the meeting where the conflict is announced, pursuant to Chapter 112, Florida Statutes, as amended from time to time. The question shall then be immediately taken without further debate.

(2) Voting on all legislation shall be oral and in open Village Commission meetings. No proxy votes are permitted. When the Village Clerk calls the roll, each member shall respond "yes," "no," "aye," or "nay." No other comment is permitted during voting. The order of voting shall rotate in a random manner except the Mayor votes last.

(3) The Village Clerk will announce whether the matter passed or failed.

Section 2. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in its entirety.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall

remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Village of Biscayne Park, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective upon adoption on second reading.

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

The foregoing ordinance upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Attest:

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Anderson _____
Commissioner Bernard _____
Commission Cooper _____

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

Date: February 25, 2010

To: Mayor Roxanna Ross
Vice Mayor Al Childress
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: Ordinance 2009-3 – Water Supply Plan

Background Analysis:

The purpose of the Village's Water Supply Facilities Work plan 2008-2005 is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction.

Section 163.3167(13), Florida Statutes, requires each local government to address in its Comprehensive Plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period.

This ordinance, which is up for second reading, was previously approved unanimously by the Commission at first reading on February 3, 2009.

Fiscal/Budgetary Impact:

< None >

Recommendation:

Manager recommends approval at second reading for adoption.

1 **WHEREAS**, the Village proposes to adopt the necessary amendments to its
2 Comprehensive Plan in order to comply with Florida law; and

3
4 **WHEREAS**, the Village has proposed amendments to the objectives and policies of the
5 Future Land Use, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Ground
6 Water Aquifer Recharge, Conservation, Intergovernmental Coordination and Capital
7 Improvement Elements to support and implement its adopted 2008-2025 Water Supply Facilities
8 Work Plan; and

9
10 **WHEREAS**, the Village Council believes it is in the best interests of the public to adopt
11 the 2008-2025 Water Supply Work Plan and to include these amendments in the Comprehensive
12 Plan; and

13
14 **WHEREAS**, the Village Council, sitting as the Local Planning Agency, held a duly
15 noticed public hearing and reviewed the proposed 2008-2025 Water Supply Plan and related
16 water supply Comprehensive Plan amendments and recommended approval; and

17
18 **WHEREAS**, the Village Council finds this Ordinance to be in the best interests and
19 welfare of the residents of the Village; now, therefore

20
21 BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF
22 BISCAYNE PARK, FLORIDA, THAT:

23
24 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and incorporated as
25 the legislative intent of this Ordinance.

26 **Section 2.** **Amendment of Future Land Use Element of the Village's**
27 **Comprehensive Plan:** The Future Land Use Element of the Village's Comprehensive Plan is
28 hereby amended as provided in Exhibit "A," which is attached hereto and made a part of this
29 Ordinance.

30 **Section 3.** **Amendment of the Infrastructure Element of the Village's**
31 **Comprehensive Plan:** The Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural
32 Ground Water Aquifer Recharge Element of the Village's Comprehensive Plan is hereby
33 amended as provided in Exhibit "B," which is attached hereto and made a part of this Ordinance.

34 **Section 4.** **Amendment of the Conservation Element of the Village's**
35 **Comprehensive Plan:** The Conservation Element of the Village's Comprehensive Plan is

1 hereby amended as provided in Exhibit "C," which is attached hereto and made a part of this
2 Ordinance.

3 **Section 5. Amendment of the Intergovernmental Coordination Element of the**
4 **Village's Comprehensive Plan:** The Intergovernmental Element of the Village's
5 Comprehensive Plan is hereby amended as provided in Exhibit "D," which is attached hereto and
6 made a part of this Ordinance.

7 **Section 6. Amendment of the Capital Improvements Element of the Village's**
8 **Comprehensive Plan:** The Capital Improvements Element of the Village's Comprehensive Plan
9 is hereby amended as provided in Exhibit "E," which is attached hereto and made a part of this
10 Ordinance.

11 **Section 7. Adoption of the Water Supply Plan:** The Village Commission hereby
12 adopts the Miami-Dade 20-Year Water Supply Facilities Work Plan as its required 2008-2025
13 Water Supply Plan.

14 **Section 8. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts
15 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

16 **Section 9. Severability.** The provisions of this Ordinance are declared to be severable
17 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
18 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,
19 sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the
20 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

21 **Section 10. Effective Date.** This Ordinance shall be effective immediately upon
22 passage by the Village Commission on second reading, except that the effective date of these Plan
23 amendments approved by this Ordinance shall be the date a final order is issued by the

1 Department of Community Affairs or Administration Commission finding the Plan amendments
2 in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier.
3 The Department of Community Affairs notice of intent to find the Plan amendments in
4 compliance shall be deemed to be a final order if no timely petition challenging the Plan
5 amendments is filed.

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

9 PASSED AND ADOPTED upon first reading this ___ day of _____, 2009.

10
11 PASSED AND ADOPTED upon second reading this ___ day of _____, 2009.

12
13
14
15

16 _____
John Hornbuckle, Mayor

17 **ATTEST:**

18
19

20 _____
Ann Harper, Village Clerk

21

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

24
25

26 _____
John J. Hearn, Village Attorney



BELL DAVID PLANNING GROUP, INC.
Navigating Florida's Planning Requirements

MEMORANDUM

TO: Village Commission, Village of Biscayne Park

FROM: Alex A. David, AICP

DATE: March 2, 2010

RE: Executive Summary
Proposed Adoption of the Village of Biscayne Park Water Supply Facilities Work Plan 2008-2025 and Water Supply Plan Related Comprehensive Plan Amendments

Water Supply Plan and Amendments

Statutory History

The Florida Legislature enacted bills in the 2002, 2004, and 2005 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning.

Background

The purpose of the Village's Water Supply Facilities Work Plan 2008 – 2025 (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. As required in Chapter 163, Part II, F.S., local governments must prepare and adopt Work Plans and Work Plan related comprehensive plan amendments into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The South Florida Water Management District did so on February 15, 2007. The District's plan is known as the *Lower East Coast Water Supply Plan Update*.

The Village's Work Plan and water supply related amendments to the Comprehensive Plan were transmitted to the Department of Community Affairs after First Reading on February 3, 2009 and have been revised to address DCA objections and comments.

The City of North Miami is the designated supplier of potable water for the City. North Miami owns, operates and maintains a central potable water system and distributes potable water to its customers. This system provides potable water for both residential and non-residential purposes, including fire protection demands.

The Village recognizes that in order to maintain a water supply system and conservation program there must be effective coordination with both North Miami and M-D Water and Sewer Department.

The Village's Work Plan references the initiatives already identified in the City of North Miami 17-Year Water Supply Work Plan 2008 – 2025 (Adopted August 25, 2009), the MDWASD 20-year Water Supply Work Plan and the SFWMD Lower East Coast Water Supply Plan Update (adopted February 15, 2007). According to state guidelines, the Village's Work Plan and the comprehensive plan amendments must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period.

The Village's Work Plan is divided into six sections: Section 1 – Introduction; Section 2 – Background Information; Section 3 – Data and Analysis; Section 4 – Intergovernmental Coordination; Section 5 – Capital Improvements; and Section 6 – Goals, Objectives and Policies.

To address water supply planning amendments are being proposed to the following elements: Future Land Use; Infrastructure; Conservation; Intergovernmental Coordination; and, Capital Improvement.

Recommendation

To **Adopt** the Village's Water Supply Facilities Work Plan 2008-2025 and water supply related amendments to the Comprehensive Plan and transmit to the Department of Community Affairs and other review agencies.



Executive Summary

ADOPTED REVISIONS TO THE VILLAGE OF BISCAYNE PARK WATER SUPPLY FACILITIES WORK PLAN 2008-2025 AND COMPREHENSIVE PLAN TO ADDRESS DCA AND REVIEW AGENCY COMMENTS

Adoption Hearing – March 2, 2010

VILLAGE RESPONSES TO THE DEPARTMENT OF COMMUNITY AFFAIRS ORC REPORT

This Summary is in response to Objections 1 and 2 and Comments 1 through 3 of the ORC Report dealing with water supply planning.

Note: Underlines and strikethroughs in this document reflect only those changes made between the transmittal and adoption hearings.

Objection 1 – As identified in the South Florida Water Management District's letter dated March 23, 2009 (attached), the population projections are inconsistent per the recently agreed upon projections between the City of North Miami, Miami-Dade County and the South Florida Water Management District.

Response: Tables 2, 3 and 4 in Section 3.0 DATA AND ANALYSIS of the Village's Work plan have been amended to reflect the agreed upon projections and are consistent with those found in the City of North Miami Water Supply Facilities Work Plan 2008-2025, adopted August 25, 2009.

Objection 2 – Proposed Infrastructure Element Policy 3.1 to incorporate the Village of Biscayne Park 10-Year Water Supply Plan into the Village's Comprehensive Plan by reference is incomplete because it does not include the date/edition and author of the document.

Response:

The Village of Biscayne Park Water Supply Facilities Work Plan 2008-2025 is a 17-Year Work Plan which is consistent with the City of North Miami 17-Year Water Supply Work Plan (2008-2025) planning horizon. The Infrastructure Element Objective 3 series will be amended.

Amend new Infrastructure Element Objective 3, Policies 3.1 and 3.2 and Monitoring Measure as follows:

Infrastructure Element

Objective 3: The Village of Biscayne Park shall comply with its ~~2008-2025 Water Supply Facilities Work Plan 2008-2025 (Work Plan) to be adopted February 2, 2008~~10, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approved its Lower East Coast Water Supply Plan Update on February 15, 2007. The Work Plan will be updated, at a minimum, every 5 years. The Village's Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Village's water demands for the planning period.

Policy 3.1: ~~Comply with the Village's Work Plan and incorporate such Work Plan by reference into the Village of Biscayne Park Comprehensive Plan.~~

The Village's Water Supply Facilities Work Plan (2008-2025) is incorporated by reference into the Comprehensive Plan. The Work Plan will be updated, at a minimum every five years, concurrent with the update of the Miami-Dade County 20-Year Water Supply Facilities Work Plan and the City of North Miami 17-Year Water Supply Work Plan (2008-2025), both of which shall also be incorporated in the Village's Work Plan by reference.

Policy 3.2: Coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's regional Water Supply Plan adopted February 15, 2007 and with the Miami-Dade County 20-year Water Supply Facilities Work Plan adopted April 24, 2008 (Notice of Intent published July 18,

2008), and the City of North Miami 17-Year Water Supply Work Plan (2008-2025) adopted August 25, 2009. The Village shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District, and County and North Miami plans.

Monitoring Measure: The Work Plan shall remain consistent with the City of North Miami 17-Year Water Supply Work Plan (2008-2025), Miami-Dade County 20-year Water Supply Facilities Work Plan, which is compatible with the Miami-Dade County Water Use Permit renewals and with the projects listed in the South Florida Water Management District's Lower East Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

COMMENTS

The ORC report also contained three comments. Comments are advisory in nature and do not form bases of a determination of non-compliance.

Comment 1 – The Village should adopt a potable water level of service standard for non-residential land uses such as commercial, office and industrial. The non-residential level of service standards could be based on gallons per square feet of building area.

Response: The Village will take this comment under advisement and will coordinate with the City of North Miami – the Village's water service provider.

Comment 2 – As stated in the South Florida Water Management District letter dated March 23, 2009, the Village should revise the Work Plan to reflect the City of North Miami's recent decision to delay the construction of the proposed reverse osmosis project up to two (2) years from 2008 to 2010 and to change the new completion date from 2013 to 2015.

Response: Sub-section 3.4.2 (page 12) of the Work Plan has been amended to reflect the new construction timeframe.

Comment 3 – The proposed Village of Biscayne Park Water Supply Facilities Work Plan is a 17-year Plan, and not a 20-year Plan as stated throughout the document

and in the proposed ordinance. The Village should revise the Water Supply Facilities Work Plan and applicable comprehensive plan policies to reflect that the Village is adopting a 17-year work plan rather than a 20-year work plan.

Response: The Work Plan has been revised to reflect the 17-Year planning horizon.

OTHER REVISIONS

The following Policy addition to the Plan and Amendments has been made to improve/strengthen the conservation efforts of Miami-Dade County:

Add new Conservation Element Policy 1.13 as follows:

Policy 1.13: The Village shall require all future developments to comply with the landscape standards in Sections 18-A and 18-B, Code of Miami-Dade County.

The Village believes the above revisions adequately respond to DCA and Agency Objections and comments associated with the Village's 17-Year Water Supply Facilities Work Plan 2008-2025 and water supply planning related amendments to the Village Comprehensive Plan.

VILLAGE OF BISCAYNE PARK
WATER SUPPLY FACILITIES WORK PLAN
2008-2025 RELATED AMENDMENTS TO THE
COMPREHENSIVE PLAN

March 2, 2010

First Reading February 3, 2009
Adopted March 2, 2010



Prepared By

Bell David Planning Group
80 SW 8th Street, Suite 2000
Miami, FL 33130



Note: The Village of Biscayne Park's Evaluation and Appraisal Report Based Amendments to the Comprehensive Plan are in process. The Comprehensive Plan has not been amended since its adoption in 1989 and, due to that fact a wholesale rewrite will be completed. There will be proposed revisions and renumbering to Objectives and Policies at a later date.

Future Land Use Element

Policy 4.2: The Village of Biscayne Park, through the Land Development Regulations will coordinate the land uses and future land use changes with the availability of water supplies and water supply facilities.

Infrastructure Element

Objective 3: The Village of Biscayne Park shall comply with its 2008-2025 Water Supply Facilities Work Plan 2008-2025 (Work Plan) adopted February 2, 2010, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approved its Lower East Coast Water Supply Plan Update on February 15, 2007. The Work Plan will be updated, at a minimum, every 5 years. The Village's Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Village's water demands for the planning period.

Policy 3.1: The Village's Water Supply Facilities Work Plan (2008-2025) is incorporated by reference into the Comprehensive Plan. The Work Plan will be updated, at a minimum every five years, concurrent with the update of the Miami-Dade County 20-Year Water Supply Facilities Work Plan and the City of North Miami 17-Year Water Supply Work Plan (2008-2025), both of which shall also be incorporated in the Village's Work Plan by reference.

Policy 3.2: Coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's regional Water Supply Plan adopted February 15, 2007 and with the Miami-Dade County 20-year Water Supply Facilities Work Plan adopted April 24, 2008 (Notice of Intent published July 18, 2008), and the City of North Miami 17-Year Water Supply Work Plan (2008-2025) adopted August 25, 2009. The Village shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District, County and North Miami plans.

Monitoring Measure: The Work Plan shall remain consistent with the City of North Miami 17-Year Water Supply Work Plan (2008-2025), Miami-Dade County

20-year Water Supply Facilities Work Plan, which is compatible with the Miami-Dade County Water Use Permit renewals and with the projects listed in the South Florida Water Management District's Lower East Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

Conservation Element

Policy 1.4: Implementation of the Work Plan shall ensure that adequate water supplies and public facilities are available to serve the water supply demands of any population growth that the Village may experience.

Policy 1.5: The Village shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services and level-of-service standards with the City of North Miami, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.

Policy 1.6: If in the future there are issues associated with water supply, conservation or reuse the Village will immediately contact City of North Miami to address the corresponding issue(s). In addition, the Village will follow adopted communication protocols with City of North Miami to communicate and/or prepare an appropriate action plan to address any relevant issue(s) associated with water supply, conservation or reuse.

Policy 1.7: The Village will encourage the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all retrofitted residential and commercial projects.

Policy 1.8: The Village will require the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all new residential and commercial projects, as required by the Miami-Dade County Water Use Efficiency Standards Ordinance 08-100 (Effective Date January 1, 2009).

Policy 1.9: The Village shall require the use of sub-metering for all multi-unit residential development which will include: separate meter and monthly records kept of all major water-using functions such as cooling towers and individual buildings in all new and redeveloped multi-family residential projects.

Policy 1.10: The Village will encourage the use of Florida Friendly Landscape guidelines and principals; gutter downspouts, roof runoff, and rain

harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc.) on walkways, driveways and patios.

Policy 1.11: The Village will participate, when warranted, in the SFWMD's Water Savings Incentive Program (WaterSIP) for large-scale retrofits as recommended by the Lower East Coast Water Supply Plan.

Policy 1.12: The Village shall coordinate with the City of North Miami to submit a water conservation plan to the County as required by the Miami-Dade County Code, Section 32-83.1. Said Plan shall be updated for the County's approval every five years following submittal and Conserve Florida Guide generated reports shall be filed annually at the close of the fiscal year.

Policy 1.13: The Village shall require all future developments to comply with the landscape standards in Sections 18-A and 18-B, Code of Miami-Dade County.

Intergovernmental Coordination Element

Policy 2.7: The Village shall coordinate the adopted Comprehensive Plan with the plans of the school board, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, and with the comprehensive plans of adjacent municipalities, with the state comprehensive plan and with the South Florida Water Management District's regional water supply plan.

Policy 2.8: The Village shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services and level-of-service standards with the City of North Miami, Miami-Dade County WAsD, Miami-Dade County Department of Environmental Resources Management, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.

Policy 2.9: Ensure and identify the consistency of local level of service standards by annually contacting all local governments to which water service is provided and provide current information, including: populations, level of services, service areas, and water supply facilities, and evaluate if future modification to either the service agreement or level of service standards should be include in subsequent Comprehensive Plan Amendments.

Policy 2.10: Negotiate or renew interlocal agreements with water supply providers ensuring contractual agreement of the adopted level of service standards, service area, populations and time periods for services provided.

Capital Improvement Element

- Policy 2.6: Appropriate mechanisms will be developed and adopted with the City of North Miami, South Florida Water Management District, and Miami-Dade County in order to assure that adequate water supplies are available to all water users. Prior to approval of a building permit or its functional equivalent, the Village of Biscayne Park shall consult with the North Miami Utility to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy. Furthermore, the Village will be responsible for monitoring the availability of water supplies for all water users and for implementing a system that links water supplies to the permitting of new development.
- Policy 2.7 The Village will ensure the financial feasibility of the public water infrastructure system by coordinating its land development practices with the City of North Miami water service production and delivery systems.
- Policy 2.8: The Village shall provide monthly data to the City of North Miami, as required by such entity, to track the amount of water to be allocated for new use.
- Policy 2.9: The Village shall incorporate capital improvements affecting Village levels of service by referencing the Capital Improvements Schedules of the City of North Miami (2008/2009 through 2012/2013), state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its 5-year Schedule of Capital Improvements (Fiscal Years 2008/2009 through 2012/2013). The Village Schedule shall be maintained and updated annually.

VILLAGE OF BISCAYNE PARK
WATER SUPPLY FACILITIES WORK PLAN
2008-2025

March 2, 2010

First Reading February 3, 2009
Adoption March 2, 2010



Acknowledgements

Mayor Roxanna Ross

Vice-Mayor Al Childress

Commissioner Bob Anderson

Commissioner Bryan Cooper

Commissioner Steve Bernard

Staff

Ana M. Garcia, Village Manager

John Hearn, Village Attorney

Salvatore Annese, Building/Zoning Official

Bernard Pratt, Public Works Director

Prepared By

Bell David Planning Group
80 SW 8th Street, Suite 2000
Miami, FL 33130



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ATTACHMENT

City of North Miami 17-Year Water Supply Work Plan (2008-2025)
- Adopted August 25, 2009

1.0 INTRODUCTION

The purpose of the Village of Biscayne Park Water Supply Facilities Work Plan 2008-2025 (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction for the 17-year period. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans after the water management district approves a regional water supply plan or its update. The Village of Biscayne Park is located in the South Florida Water Management District (SFWMD) region in southeast Florida (Figure 1).

The City of North Miami (NM Utility) is the designated supplier of potable water for portions of Miami-Dade County, including the Village of Biscayne Park (Figure 2). In that capacity, the NM Utility fulfills Biscayne Park's potable water needs.

The Village of Biscayne Park recognizes that in order to maintain a water supply system and conservation program there must be effective coordination with NM Utility. Biscayne Park enjoys an excellent working relationship with NM Utility in ensuring compliance with all regulations and guidelines. In accordance with the service agreement, Biscayne Park staff coordinates with NM Utility to ensure 1) enough capacity is available for existing and future customers and 2) supporting infrastructure is adequately maintained.

As part of established intergovernmental coordination efforts, the Work Plan was developed in coordination with the North Miami 17-Year Water Supply Work Plan (2008-2025), adopted August 25, 2009, and the Miami-Dade Water Supplies Facilities Work Plan, adopted April 24, 2008. According to state guidelines, the Work Plan and the comprehensive plan amendments must address the development of traditional and alternative water supplies, bulk sales agreements, and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. In order to ensure consistency with adopted regional, county, and city planning efforts, the Work Plan will coordinate its planning efforts with the water supply work plans adopted by the City of North Miami, Miami-Dade County, and SFWMD. The Village's Work Plan is divided into six sections:

- Section 1 – Introduction
- Section 2 – Background Information
- Section 3 – Data and Analysis
- Section 4 – Intergovernmental Coordination
- Section 5 – Work Plan Projects/Capital Improvement Element/Schedule
- Section 6 – Goals, Objectives, Policies

1.1 Statutory History

The Florida Legislature has enacted bills in the 2002, 2004, and 2005 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning.

1.2 Statutory Requirements

Each local government must comply with the following requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S., effective July 1, 2005]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted to the Department for review. The submitted package must also include an amendment to the Capital Improvements Element, if necessary, to demonstrate that adequate public facilities will be available to serve the proposed Future Land Use Map modification.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2)(a), F.S., effective July 1, 2005]. This "water supply concurrency" is now in effect, and local governments should be complying with the requirement for all new development proposals. In addition, local governments should update their comprehensive plans and land development regulations as soon as possible to address these statutory requirements. The latest point at which the comprehensive plan must be revised to reflect the concurrency requirements is at the time the local government adopts plan amendments to implement the recommendations of the Evaluation and Appraisal Report (EAR).
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

- a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s. 373.0361(7), F.S. [s. 163.3177(6)(c), F.S.]; 9
 - b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c), F.S.]; and
 - c. Include a water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c), F.S.] Amendments to incorporate the water supply facilities work plan into the comprehensive plan are exempt from the twice-a-year amendment limitation. [s. 163.3177(6)(c), F.S.]
5. Revise the Five-year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177 (6)(d), F.S.]
- If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167 (13), F.S.]
7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1., F.S.]
8. Address in the EAR, the extent to which the local government has implemented the 10-year water supply facilities work plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, bulk sales agreements, and conservation and reuse programs are meeting local water use demands. [s.163.3191 (2)(1), F.S.]

2.0 BACKGROUND

2.1 Overview

The Village of Biscayne Park, “the village of homes”, is a municipality of 3,812 residents. Biscayne Park was incorporated in 1933 and encompasses approximately 0.6 square miles. Located in the northeast corner of Miami-Dade County, the Village is bounded by unincorporated Miami-Dade County to the east, the City of North Miami to the north, the Village of Miami Shores to the south, and unincorporated Miami-Dade County to the west.

Biscayne Park is a diverse, primarily residential community. The multi-generational population is made up of array of cultures, household types, and incomes.

Multi-Generational

The 2000 Census found that Biscayne Park’s population expands the generations with residents is all age groups from infancy through childhood to adulthood and into senior age. Specifically, the Census found that the Village population consisted of:

- 23.8% under the age of 18.
- 6.3% from 18 to 24.
- 34.1% from 25 to 44.
- 24.6% from 45 to 64.
- 11.3% who were 65 years of age or older.

The multigenerational makeup of the Village gives the community median age of 37 years of age.

Cultural Makeup

The 2000 Census also found that the Village is a diverse community with a racial makeup as follows: 72.22% White (50.7% were Non-Hispanic White), 18.51% African American, 0.67% Native American, 2.72% Asian, 2.51% from other races, and 3.36% from two or more races. Hispanic or Latinos of any race made up 26.52% of the population. This diversity can also be seen in the fact that the Village ranks in top 100 US Cities for its percentage of a number of foreign ancestries including:

- 14th highest percentage of Peruvian residents.
- 17th highest percentage of Haitian residents.
- 19th highest percentage of Lebanese residents.
- 26th highest percentage of Honduran residents.
- 57th highest percentage of Cuban residents.
- 73rd highest percentage of Columbian residents.

Household Types

Additionally, the 2000 US Census found that there were 1,283 households in the Village of Biscayne Park. The makeup of these households include an array of family types including those with children, married couples without children, single moms, and single

head of households. The Census reported that the Village household makeup was as follows:

- 44.9% were married couples living together,
- 35.2% were non-families.
- 31.3% had children under the age of 18 living with them,
- 25.0% of all households were made up of individuals
- 14.8% had a female householder with no husband present
- 7.2% had someone living alone who was 65 years of age or older.

Biscayne Park's average household size was 2.55 and the average family size was 3.12.

Income

Finally, the 2000 Census showed that the median income for the Village of Biscayne Park is higher than the median income for the country as a whole. The median income for a household in Biscayne Park was \$53,409, while the national median income in 2004 was \$44,334. Other findings from the 2000 Census regarding income and economic status for the Village include:

- Family median income was \$53,409.
- Males had a median income of \$39,964 versus \$33,125 for females.
- Per capita income was \$22,923.
- Approximately 9.5% of families and 12.0% of the population were below the poverty line, including 18.8% of those under age 18 and 7.3% of those age 65 or over.

2.2 Relevant Regional Issues

As the state agency responsible for water supply in the Lower East Coast planning area, the SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rule making to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This reduced reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and/or intensity.

3.1 Biscayne Park Population Information

Miami-Dade County Planning and Zoning Department and BEBR projected the Village of Biscayne Park future population utilizing transportation analysis zones (Tables 1 and 2).

Table 1
Historic and Projected Population Projections
From Miami-Dade County and US Census

Year	2000	2007	2010	2015	2020	2025
Population	3,269	3,443	3,453	3,471	3,476	3,480

Source: Miami-Dade County and U.S. Census Bureau, 2007

Miami-Dade County's 2025 projections for the Village are lower than the population projected by the City of North Miami (Table 2). The difference is due to variations in the methodologies used to project the Village's future population. Since this Water Plan utilizes the water supply calculations made in accordance with the Utility's population projections, it utilizes the higher NM Utility projections.

3.2 North Miami Utility Service Area

As depicted on Figure 3, the City of North Miami Utility is a multi-jurisdictional water service provider in northeast Miami-Dade County. The service area is a 13 square-mile area generally bounded by NE 163rd Street to the north, Biscayne Bay to the east, NW 105th Street to the south, and NW 27th Avenue to the west. The NM Utility serves nearly 95,000 people (Table 2) in the municipalities of North Miami, Biscayne Park, and portions of unincorporated Miami-Dade County including the neighborhoods of Golden Glades, Westview, and Pinewood. The Utility's boundaries are as follows:

- North— N.E. 163rd Street
- East—Biscayne Bay
- South—N.W. 105th Street
- West—N.W. 27th Avenue

The Utility serves its customers through an interconnected water system that features a high pressure distribution system comprised of three main distribution lines.

3.2.1 North Miami Utility Service Area Water Demands

The NM Utility determined future potable water demands by first determining population projections for the entire NM Utility service area (Table 2).

Table 2
City of North Miami Service Area – Including Biscayne Park
Current and Projected Service Customers

YEAR	POPULATION PROJECTIONS				
	2008	2010	2015	2020	2025
Municipality by Service Provider:					
North Miami by North Miami	41,302	41,593	42,322	43,051	43,779
North Miami by WASD	15,449	16,610	19,513	22,415	25,318
City of North Miami	56,751	58,203	61,835	65,466	69,097
Unincorporated M-D by North Miami					
Unincorporated M-D by North Miami	20,713	20,889	21,329	21,768	21,978
WASD Within North Miami Service Area	8,961	8,962	8,963	8,964	8,965
Biscayne Park by WASD (distributed by North Miami)	3,812	3,816	3,824	3,833	3,841
Miami Shores Within North Miami Service Area (distributed by WASD)	348	345	339	332	326
Population Outside City but within Water Service Area	33,835	34,012	34,455	34,897	35,111
Water Service Area Population Total	90,586	92,215	96,290	100,363	104,208

Source: Miami-Dade County WASD NMpopulationworksheet New Service Area 08_07_09Final

As shown in Table 3, water supply demands will rise to meet the increases in the Utility's service area population.

Table 3
City of North Miami Service Area – Including Biscayne Park
Population and Demands for Water Supply Facilities Work Plan

WATER SUPPLY UTILITY SERVICE WITHIN WATER DISTRIBUTION SERVICE AREA*										
YEAR	POPULATION PROJECTIONS (medium-BEBR)					WATER SUPPLY DEMAND (MGD)				
	2008	2010	2015	2020	2025	2008	2010	2015	2020	2025
	90,586	92,215	96,290	100,363	104,208	15.77	16.05	15.92	15.72	16.32

Source: Miami-Dade County WASD NMpopulationworksheet New Service Area 08_07_09Final

Notes:

- The analysis includes City of North Miami and all customers served by North Miami including Biscayne Park

3.2.2 Population and Water Demand Projections from SFWMD/North Miami

In the development of the *Lower East Coast Water Supply Plan Update (LEC)*, Traffic Analysis Zone (TAZ) population projections were utilized. For this Work Plan, the TAZ population projections were revisited and agreed upon by the City of North Miami, MDWASD and the South Florida Water Management District.

The SFWMD also analyzed potable water demands for the City of North Miami, which includes the Village of Biscayne Park in its Service Area (Table 4). This Table provides complete water demand and availability data and is taken directly from the City of North Miami 17-Year Water Supply Work Plan (2008 – 2025) Table 4-4. In doing so, this provides consistency between the two municipal Work Plans.

Table 4
City of North Miami Service Area – Including Biscayne Park
Projected Potable Water Demand and Availability

	2008	2010	2015	2020	2025
Population Served	90,586	92,215	96,290	100,363	104,208
Avg. Daily Demand (MGD)	15.77	16.05	15.92	15.72	16.32
Demand per Capita (GPD)	174.1	174.1	165.4	156.7	156.7
Available Facility Capacity (MGD)	10.00 ¹	10.00 ¹	22.60 ²	22.60 ²	22.60 ²
Facility Capacity Surplus (Deficit) ³ (MGD)	(5.77)	(6.05)	6.68	6.88	6.28
Permitted Amount (MGD Annual Average)	9.30 ⁴	9.30 ⁴	17.82 ⁵	17.88 ⁵	17.93 ⁵
Permitted Surplus (Deficit) ⁶ (MGD)	0.00 ⁷	0.00 ⁷	1.9	2.16	1.61

MGD = Million Gallons Per Day; GPD = Gallons Per Day
¹CUP permitted maximum daily allocation. Permit expired 12/12/2007. New pending CUP request is for 8.73 mgd withdrawal from the Biscayne aquifer.
²This amount assumes that a new RO plant is built and the water produced is available and combined with finished water from the lime-softening facility. The Lime-softening plant is physically capable of producing up to approximately 10.00 mgd, though it is only permitted for 9.30 mgd. The RO plant is estimated to produce a little more than 2.1 mgd of finished water from 2.6 mgd of brackish feed water per RO train when it is pumped through the system for treatment. The RO will have a facility capacity of 12.6 mgd.
³Calculated by subtracting Average Daily Demand from Available Facility Capacity.
⁴CUP permitted maximum daily allocation. Permit expired 12/12/2007. New pending CUP request is for 8.73 mgd withdrawal from the Biscayne aquifer. CUP permitted maximum quantity withdrawn during any consecutive 12 month period during the five years preceding April 1st, 2006.
⁵New pending CUP request for 8.73 mgd maximum withdrawal from the Biscayne aquifer and 10.03 mgd maximum withdrawal from the Floridan aquifer.
⁶Calculated by subtracting Average Daily Demand from Permitted Amount.
⁷Assumes no permitted deficit or surplus since the facility capacity deficit is made up with wholesale purchased water from MDWASD through interconnects.

Source: North Miami 17-Year Water Supply work Plan (2008-2025) Table 4-4 and Appendix D

A deficit is avoided by having purchased water from MDWASD supplement the amount that the CNM Winson WTP produces.

Year 2015 through year 2025 assumes that the City of North Miami will have a new RO facility in operation and won't have to rely on purchased water to make up the deficit. The City is scheduled to have its new RO water treatment plant operating by 2015. Thus, during these years a surplus of potable water is projected since the lime-softening facility and the RO plant will both produce potable water in parallel.

3.3 North Miami Utility Water System

The NM Utility is a multi-jurisdictional water and wastewater utility that furnishes potable water service for a variety of residential, commercial, and industrial customers in northeast Miami-Dade County. The Utility's service area, which covers approximately 13 square miles, consists of North Miami, Biscayne Park, Miami Shores and portions of unincorporated Miami-Dade County. The NM Utility owns, operates, and maintains both separate and interconnected potable systems to meet the area's potable water supply needs.

3.3.1 Interconnected Distribution Resources

NM Utility services its customers by utilizing potable water from its own water treatment plant and purchased treated bulk water from the Miami-Dade Water and Sewer Department (MDWASD). The water purchased from MDWASD currently fulfills 43% of the Utility's finished water needs. The Utility has eight interconnection sites. Seven of the interconnection sites utilized for water purchased from MDWASD and one site is an emergency interconnection site that connects the NM Utility with the City of North Miami Utility. Table 5 lists the location of the NM Utility interconnections sites.

Table 5
North Miami Interconnections

Current Interconnections with MDWASD
N.E. 2naAve& 115,n Street
N.W. 17 th Avenue & 112 nd Street
N.W. 5 th Avenue & 119 th Street
N.W. 6 th Avenue & West Biscayne Canal Road
NE 16 th Avenue & 123 rd Terrace
N.E. 16 th Avenue & 143 rd Street
135 th Street & N.E. 16 th Avenue
Current Interconnections with City of North Miami
1981 N.E. 135 th Street

Source: North Miami Utility

3.3.2 Winson Water Treatment Plant

The NM Utility operates a single water treatment facility, which currently provides approximately 57% of the water needed to meet the demands of the service area. The Winson Water Treatment Plan (WTP) permit allows the Utility to pump 9.3 million gallons of groundwater per day (MGD) from the Biscayne Aquifer. The Utility utilizes an

average of 8.73 MGD, which gives the Utility has the ability to pump an additional 0.57 MGD.

The WTP utilizes an aeration treatment process for hydrogen-sulphide removal, lime-softening, filtration, and chloramines for disinfection.

3.3.3 Raw Water Resources

Eight, 12-inch diameter raw water wells draw water from the Biscayne Aquifer to the WTP (Figure 4). The wells, which were constructed in 1962, range in depth from 56-feet to 124-feet. Two of the wells are located at the WTP and three others are located at nearby parks. Other Miami-Dade County Wellfields and Cones of Influence are depicted in Figure 5.

The water from the wells is transferred to the WTP via raw water mains. According to the North Miami Water Supply Facilities Work Plan, a summary of the mains that serve the Utility is as follows,

“These mains are sized at five different pipe diameters that range from 8-inches to 24-inches. Four raw water wells (Well #3 through Well #6) are connected to an 8-inch main. Water Well #7 and Well #8 are connected to a 10-inch main. The raw water main connections for Well #1 and Well #2 are 12-inches and 10-inches, respectively. The cumulative raw water of six wells (Well #3 through Well #8) are connected into one main sized at 12-inches which then connects into a 20-inch main. The raw water from Well #2 also connects to this 20-inch main. The 20-inch main connects to the final header main leading into the WTP which is sized at 24-inches. The raw water main from Well #1 which is 12-inches also connects to the 24- inches raw water main prior to introduction into the WTP's aerator.”

3.3.4 Water Storage Facilities

The WTP has two above-ground (ground level) tanks that store 2.25 million gallons (MG) of finished water storage. The older tank, which pre-dates 1962, holds 1.5 MG and the newer tank, built in 1964, holds 0.75 MG. These tanks meet the Utility's current potable water and fire flow demands. No other auxiliary tanks are used by the Utility.

3.3.5 Water Transmission and Distribution Pipelines

The WTP has three transmission mains that serve to distribute the water to the service area. According to the North Miami Water Supply Facilities Work Plan, two of the mains are 16-inch and one is a 12-inch ductile iron pipe. The two 16-inch pipes are used primarily to service the areas east of the WTP. One of the 16-inch mains connects to a 20-inch pipe and then to two 12-inch pipes. The 20-inch and one of the two 12-inch pipes connect to a large 30-inch transmission main at different points. This large diameter pipe serves as a main trunkline for distribution on the far, east side of the NM

Utility service area. The other 16-inch reduces to a 12-inch pipe. The 12-inch transmission main which leaves the plant travels west, then north, and expands into the distribution system (Figure 4).

Twelve percent of the water distributed through the NM Utility system is classified as "unaccounted water". In order to address this loss, the Utility has an active and ongoing pipe replacement program.

3.3.6 High Service Pumps

There are six high service pumps that service the WTP, including one backup pump. All five pumps have been in place since before the plant was constructed. The City of North Miami Water Supply Facilities Workplan 2008 – 2025 describes the capacity, size, and rating of these pumps in the following manner:

"The five working pump are rated at 160 TDH and 1,750 RPM. Three 8-inch impellers pumps have a 2,000 gpm (2.88 MGD) rating. Two 5 inch impeller pumps have a 1,000 gpm (1.44 MGD) rating. The backup pump has a rating of 3,000 gpm (4.32 MGD) at 160 feet TDH. The total design pumping capacity of all pumps is approximately 15 mgd."

3.4 Capacity to Meet the Average Day Water Supply Needs

Recognizing the increased demands that will be placed on the NM Utility by future populations, the Utility has undertaken proactive measures to increase its water supply capacity. Specifically, the Utility is working to 1) increase its permitted raw water withdrawal amounts and 2) expand the Winson WTP facility to provide for additional water treatment capacity.

3.4.1 Consumptive Use Permit Renewal

According to the North Miami Water Supply Facilities Work Plan, the NM Utility Consumptive Use Permit which had been issued by SFWMD expired on December 12, 2007. Under the terms of this permit, the Utility's annual allocation of raw water withdrawals from the Biscayne aquifer was limited to 3,395 MG and the maximum daily and annual average allocations are limited to 9.3 MG.

The Utility applied for a renewal of the CUP in October 2007, and is currently going through the renewal process. The renewal application includes a request for a modification to allow withdrawal of 8.73 MGD from the Biscayne aquifer and 10.03 MGD average from the Floridan aquifer for a 20-year duration. This request demonstrates 1) the Utility's plan to rely less on the Biscayne Aquifer as a source of raw water and 2) to pursue using the Floridan Aquifer as an alternative water supply. This will enable the Utility to meet its future water demands.

3.4.2 Winson Water Treatment Plant Expansion

In order to meet increased water demands and provide for the treatment of water from the Floridan Aquifer, the NM Utility has committed to expanding the capacity of the Winson WTP. Although the RO plant was originally scheduled for two phases beginning in 2013, the City has determined that due to fiscal constraints the RO plant should be rescheduled by deferring the project two years. The RO treatment plant will result in an additional 12.6 MGD of capacity and which will be located on the same site as the current plant.

During the construction of these facilities, the Utility will need to coordinate with MDWASD to ensure that water will be available to supplement NM Utility's water service area needs. Currently, the SFWMD LEC Water Supply Plan Update projects that Miami-Dade County will be able to provide water until the year 2025.

Table 6 shows the estimated cost for each phase of this project as originally anticipated. However, as stated above, if the City of North Miami is able to secure all of the monies needed for this project, the NM Utility may seek to complete this expansion in a single phase.

Table 6.
Estimated Cost of Upgrading Winson Water Treatment Plant for
Phase I & Phase II

Program Element	Phase I	Phase II	Total Costs
Lime-Softening Upgrades	\$15,000,000	-	\$15,000,000
Reverse Osmosis	\$42,000,000	\$10,000,000	\$52,000,000
Floridan Wells	\$17,500,000	\$7,500,000	\$25,000,000
Deep Injection Wells	\$10,000,000	-	\$10,000,000
East Storage & Repump Facility	\$10,000,000	-	\$10,000,000
Grand Total	\$94,500,000	\$17,500,000	\$112,000,000

Source: City of North Miami Winson Water Treatment Plant Expansion Feasibility Study

3.5 Conservation

The NM Utility recognizes the intrinsic link between water quality, water availability, and water conservation for both human and natural populations. In order to support this link and promote the sustainable use of potable water resources, the NM Utility will assist the Village implement conservation measures in correlation with the Conservation Element of the Biscayne Park Comprehensive Plan.

Such conservation efforts include:

- Prevention of undue water loss by:
 - o Tracking non-revenue water.
- Promotion of personal water conservation by:
 - o Supporting the County's and SFWMD's landscape irrigation practices and policies.
 - o Exercising water restrictions as needed to address severe water supply issues.
 - o Implementing proactive education, outreach, and demonstration projects which teach, support, and encourage the public to exercise effective water conservation in their homes and businesses.
 - o Encouraging xeriscaping and low-water water irrigation practices.
 - o Actively teaching the community about water conservation through public speaking outreach.

3.6 Reuse

Reclaimed water is not yet available to the NM Utility from MDWASD. NM Utility continues to have discussions with Miami-Dade and SFWMD regarding the potential use of reclaimed water in the future. The following sections further explain the County's efforts to increase use of reclaimed water as detailed in the Miami-Dade County 20-year Work Plan and stresses the willingness for the NM Utility and Village of Biscayne Park to support the County's efforts.

3.6.1 Regional and County-wide Reuse Issues

State law supports reuse efforts. For the past number of years, Florida's utilities, local governments, and water management districts have led the nation in implementing water reuse programs that increase the quantity of reclaimed water used and public acceptance of reuse programs. Section 373.250(1) F.S. provides that "water reuse programs designed and operated in compliance with Florida's rules governing reuse are deemed protective of public health and environmental quality." In addition, Section 403.064(1), F.S., provides that "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

The Village of Biscayne Park and NM Utility support water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 170.0 MGD of water reuse as noted in the County's 20-year water use permit. In the 20-year Work Plan, the County identified a number of water reuse projects and their respective schedules. According to the Plan, "reuse projects to recharge the aquifer with highly treated reclaimed water will be in place before additional withdrawals over the base condition water use are made from the Alexander Orr, Jr. and South Dade subarea wellfields. In addition, reuse irrigation projects are anticipated for the North and Central District Wastewater Treatment Plants. These projects will be implemented in the Cities of North Miami and North Miami Beach, and are currently under construction for Key Biscayne."

3.6.2 Village Specific Actions, Programs, Regulations, or Opportunities

The Village will support the NM Utility, SFWMD, and Miami-Dade County water reuse projects, and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water. Until reclaimed water becomes available for use by its customers, the NM Utility will not promote reclaimed water as a irrigation water alternative.

3.6.3 Identify any Local Financial Responsibilities as Detailed in the CIS

As a service area customer of the NM Utility, the Village does not currently have financial responsibilities for potable water projects including those that support reuse resources.

3.7 Alternative Water Supplies

The NM Utility has determined that the Floridan Aquifer is the only alternative water source available to meet the water demands of the area. As explained in section 3.4.2 of this report, the Utility is working to construct a reverse osmosis treatment plant at the Winson WTP to process water from the Floridan Aquifer.

As part of the construction, 10 new proposed Floridan raw water wells are planned. The raw water wells will utilize 10-inch pipes which will link into a 30-inch pipe at the WTP. Additionally, a 16-inch deep injection well will be used for brine concentrate disposal.

Funding for this project has been scheduled as part of the North Miami Capital Improvement Element. The first part of this project, the engineering design, is expected to be completed this year.

4.0 INTERGOVERNMENTAL COORDINATION

The provision of water supply needs in Village of Biscayne Park is achieved in coordination with local, county, and regional partners including the North Miami Utility, Miami-Dade County, and South Florida Water Management District. NM Utility is Biscayne Park's primary water partner as they provide the Village its water service utilities. Miami-Dade County works in coordination with the Village and NM Utility to ensure that water supply services are provided to all residents of Miami-Dade County in the most efficient and effective manner. SFWMD acts to protect the region's water supply resources and coordinates the implementation of state water regulations and policies through local water planning efforts and water supply services.

4.1 Achieving Level of Service through Coordination

Since the Village does not provide potable water utility services, it must work in coordination to ensure the Village's adopted level of service standards are met.

As described through this report, the Village coordinates the achievement of its adopted level of service standard with the North Miami Utility. The result of this coordination is that the Village has been able to provide its residents and businesses the water resources they need in the most efficient and effective manner possible. In doing so, the Village has been able to effectively maintain its adopted level of service for potable water.

Moreover, by coordinating with the Utility on the implementation of the Work Plan outlined in the North Miami Water Supply Facilities Work Plan 2008-2025, the Village will continue meeting these needs. Through this coordinated effort, the Village will be able to ensure that the water demands of both current and future residents are met.

5.0 CAPITAL IMPROVEMENTS

5.1 Work Plan Projects

Since the Village of Biscayne Park is not responsible for the maintenance, expansion, and operation of the potable water system that serves the community, the Village does not implement any water improvements or construction work projects. Such projects are implemented as a result of user fees, development impact fees, and other fees associated with receiving services from the NM Utility.

5.2 Capital Improvements Schedule

Tables 6 and 7 detail the potable water improvements listed as part of the City of North Miami Capital Improvement Schedule.

Table 7
Potable Water System Projects in the FY 2008 – FY 2012 North Miami Capital Improvement Plan

Potable Water Projects	2008	2009	2010	2011	2012
Water Line Replacement	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Stainless Steel Column Piping	\$25,000	-	-	-	-
New Reverse Osmosis WTP	\$20,838,692	\$12,400,000	\$18,400,000	\$25,300,000	\$12,700,000
Upgrade of Existing Lime Softening WTP	\$9,062,729	\$10,750,000	\$9,000,000	\$0	\$0
Water Plant #6 High Ser Rotating Assembly Replacement	\$10,000	\$0	\$0	\$0	\$0
Lime Slaker Replacement	\$216,591	\$33,182	\$33,182	\$33,182	\$33,182

Source: City of North Miami 17-Year Water supply Work Plan (2008 – 2025) Table 5-3

Note

- None of the water projects listed above are needed to address Level of Service Deficiencies

5.3 Funding

The costs of operating, maintaining, and improving the water and sewers systems are offset by water and sewers fees. The volume of water sold to customers is measured by water meters that are installed at each customer's address. The System is an enterprise fund of the City of North Miami, separate from all other funds of the City of North Miami.

The rates that are charged to customers are reviewed annually and adjusted as needed in order to provide sufficient revenues to offset the administrative, operation,

maintenance, debt service and other expenses set forth in the Department's annual budget.

The NM Utility, through the City of North Miami Capital Improvement Plan, has committed to the modernization and expansion of the WTP and addition of wells. The cost of this project is estimated at \$112,000,000 (2006 dollars). According to the North Miami Water Supply Facilities Work Plan, the City has already approved the financing of these projects via Special Revenue Bonds. Revenue obtained from the issuance of these bonds and water & sewer rate increases will be used to finance the upgrade, design and construction of the water facilities. The City of North Miami will pay for the Special Revenue Bonds through water rate increases to its customers, including those in the Village of Biscayne Park.

A breakdown of the funding allocation over the next five years is included in the City of North Miami's current CIP schedule. All other CIP projects are being funded from a combination of the City's Water and Sewer Revenue and Bond Funds.

6.0 GOALS, OBJECTIVES AND POLICIES

Future Land Use Element

Policy 4.2: The Village of Biscayne Park, through the Land Development Regulations will coordinate the land uses and future land use changes with the availability of water supplies and water supply facilities.

Infrastructure Element

Objective 3: The Village of Biscayne Park shall comply with its Water Supply Facilities Work Plan 2008-2025 (Work Plan) adopted February 2, 2010, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approved its Lower East Coast Water Supply Plan Update on February 15, 2007. The Work Plan will be updated, at a minimum, every 5 years. The Village's Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Village's water demands for the planning period.

Policy 3.1: The Village's Water Supply Facilities Work Plan (2008-2025) is incorporated by reference into the Comprehensive Plan. The Work Plan will be updated, at a minimum every five years, concurrent with the update of the Miami-Dade County 20-Year Water Supply Facilities Work Plan and the City of North Miami 17-Year Water Supply Work Plan (2008-2025), both of which shall also be incorporated in the Village's Work Plan by reference.

Policy 3.2: Coordinate appropriate aspects of its Comprehensive Plan with the South Florida Water Management District's regional Water Supply Plan adopted February 15, 2007 and with the Miami-Dade County 20-year Water Supply Facilities Work Plan adopted April 24, 2008 (Notice of Intent published July 18, 2008), and the City of North Miami 17-Year Water Supply Work Plan (2008-2025) adopted August 25, 2009. The Village shall amend its Comprehensive Plan and Work Plan as required to provide consistency with the District, County and North Miami plans.

Monitoring Measure: The Work Plan shall remain consistent with the City of North Miami 17-Year Water Supply Work Plan (2008-2025), Miami-Dade County 20-year Water Supply Facilities Work Plan, which is compatible with the Miami-Dade County Water Use Permit renewals and with the projects listed in the South Florida Water Management District's Lower East Coast Regional Water Supply Plan. The Work Plan will be updated,

at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

Conservation Element

- Policy 1.4: Implementation of the Work Plan shall ensure that adequate water supplies and public facilities are available to serve the water supply demands of any population growth that the Village may experience.
- Policy 1.5: The Village shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services and level-of-service standards with the City of North Miami, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.
- Policy 1.6: If in the future there are issues associated with water supply, conservation or reuse the Village will immediately contact City of North Miami to address the corresponding issue(s). In addition, the Village will follow adopted communication protocols with City of North Miami to communicate and/or prepare an appropriate action plan to address any relevant issue(s) associated with water supply, conservation or reuse.
- Policy 1.7: The Village will encourage the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all retrofitted residential and commercial projects.
- Policy 1.8: The Village will require the use of high efficiency toilets, showerheads, faucets, clothes washers and dishwashers that are Energy Star rated and WaterSense certified in all new residential and commercial projects, as required by the Miami-Dade County Water Use Efficiency Standards Ordinance 08-100 (Effective Date January 1, 2009).
- Policy 1.9: The Village shall require the use of sub-metering for all multi-unit residential development which will include: separate meter and monthly records kept of all major water-using functions such as cooling towers and individual buildings in all new and redeveloped multi-family residential projects.
- Policy 1.10: The Village will encourage the use of Florida Friendly Landscape guidelines and principals; gutter downspouts, roof runoff, and rain harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc.) on walkways, driveways and patios.

- Policy 1.11: The Village will participate, when warranted, in the SFWMD's Water Savings Incentive Program (WaterSIP) for large-scale retrofits as recommended by the Lower East Coast Water Supply Plan.
- Policy 1.12: The Village shall coordinate with the City of North Miami to submit a water conservation plan to the County as required by the Miami-Dade County Code, Section 32-83.1. Said Plan shall be updated for the County's approval every five years following submittal and Conserve Florida Guide generated reports shall be filed annually at the close of the fiscal year.
- Policy 1.13: The Village shall require all future developments to comply with the landscape standards in Sections 18-A and 18-B, Code of Miami-Dade County.

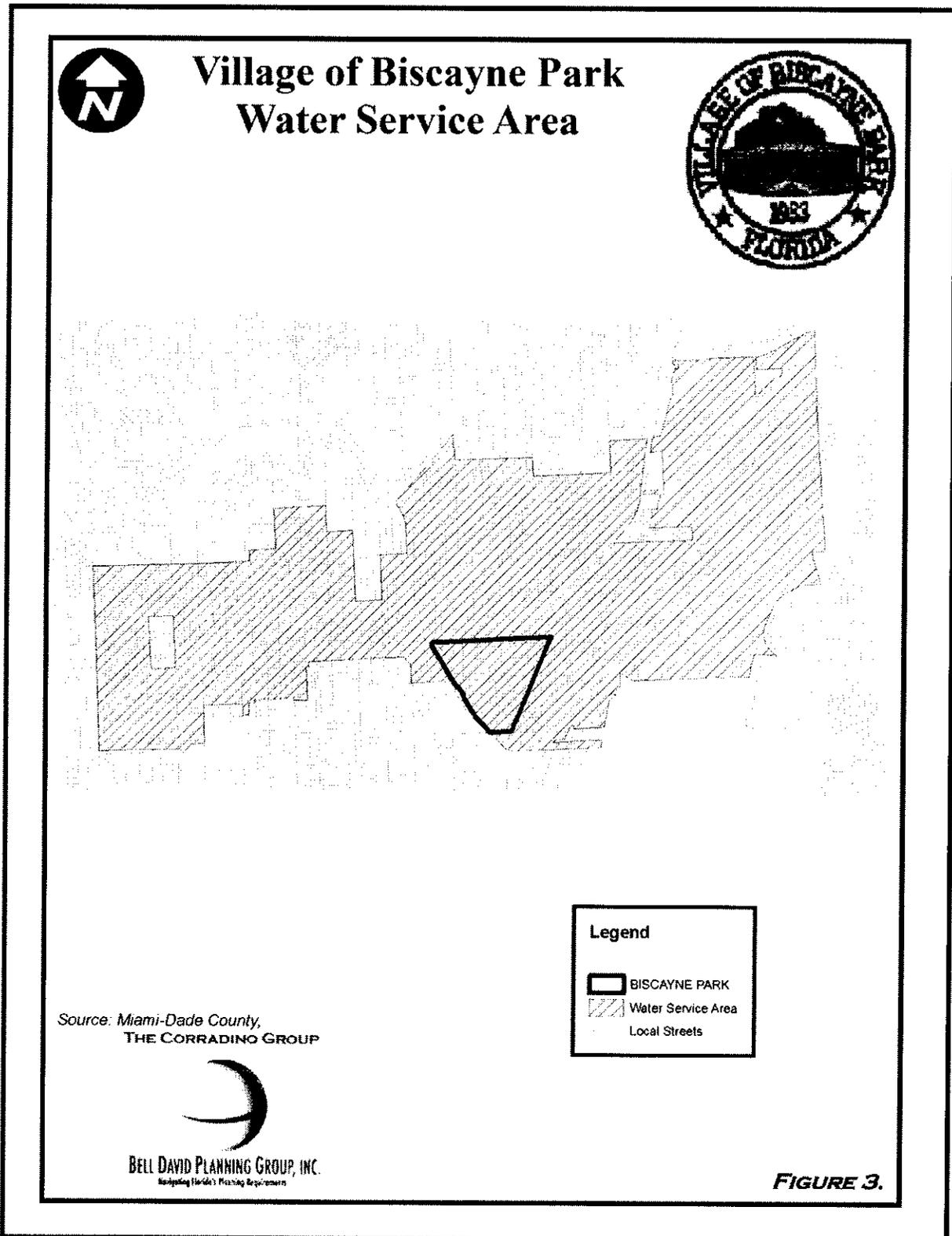
Intergovernmental Coordination Element

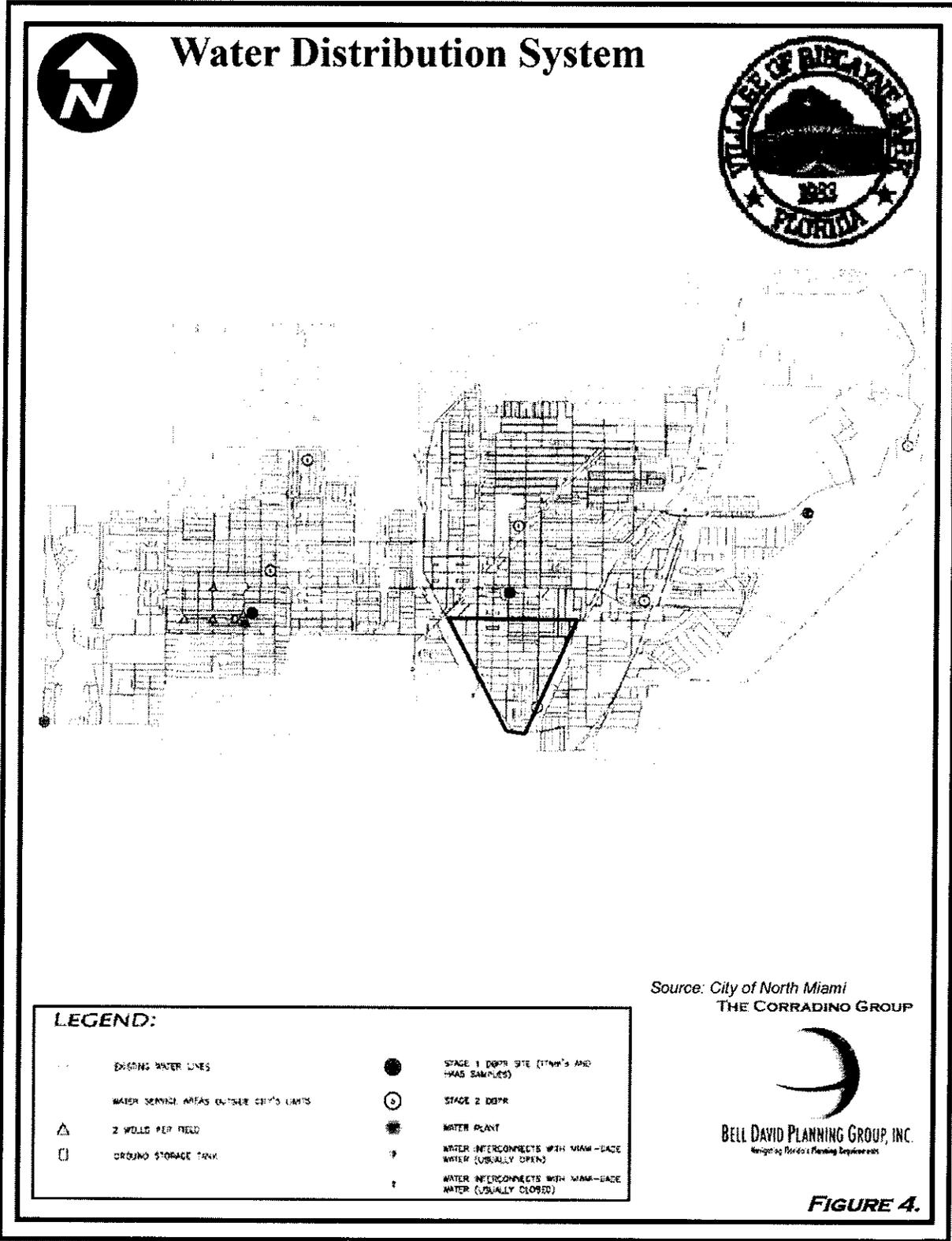
- Policy 2.7: The Village shall coordinate the adopted Comprehensive Plan with the plans of the school board, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, and with the comprehensive plans of adjacent municipalities, with the state comprehensive plan and with the South Florida Water Management District's regional water supply plan.
- Policy 2.8: The Village shall coordinate the planning of potable water and sanitary sewer facilities, water supply sources, demands, other services and level-of-service standards with the City of North Miami, Miami-Dade County WSD, Miami-Dade County Department of Environmental Resources Management, South Florida Water Management District, and through the Lower East Coast Water Supply Plan Update, as necessary.
- Policy 2.9: Ensure and identify the consistency of local level of service standards by annually contacting all local governments to which water service is provided and provide current information, including: populations, level of services, service areas, and water supply facilities, and evaluate if future modification to either the service agreement or level of service standards should be include in subsequent Comprehensive Plan Amendments.
- Policy 2.10: Negotiate or renew interlocal agreements with water supply providers ensuring contractual agreement of the adopted level of service standards, service area, populations and time periods for services provided.

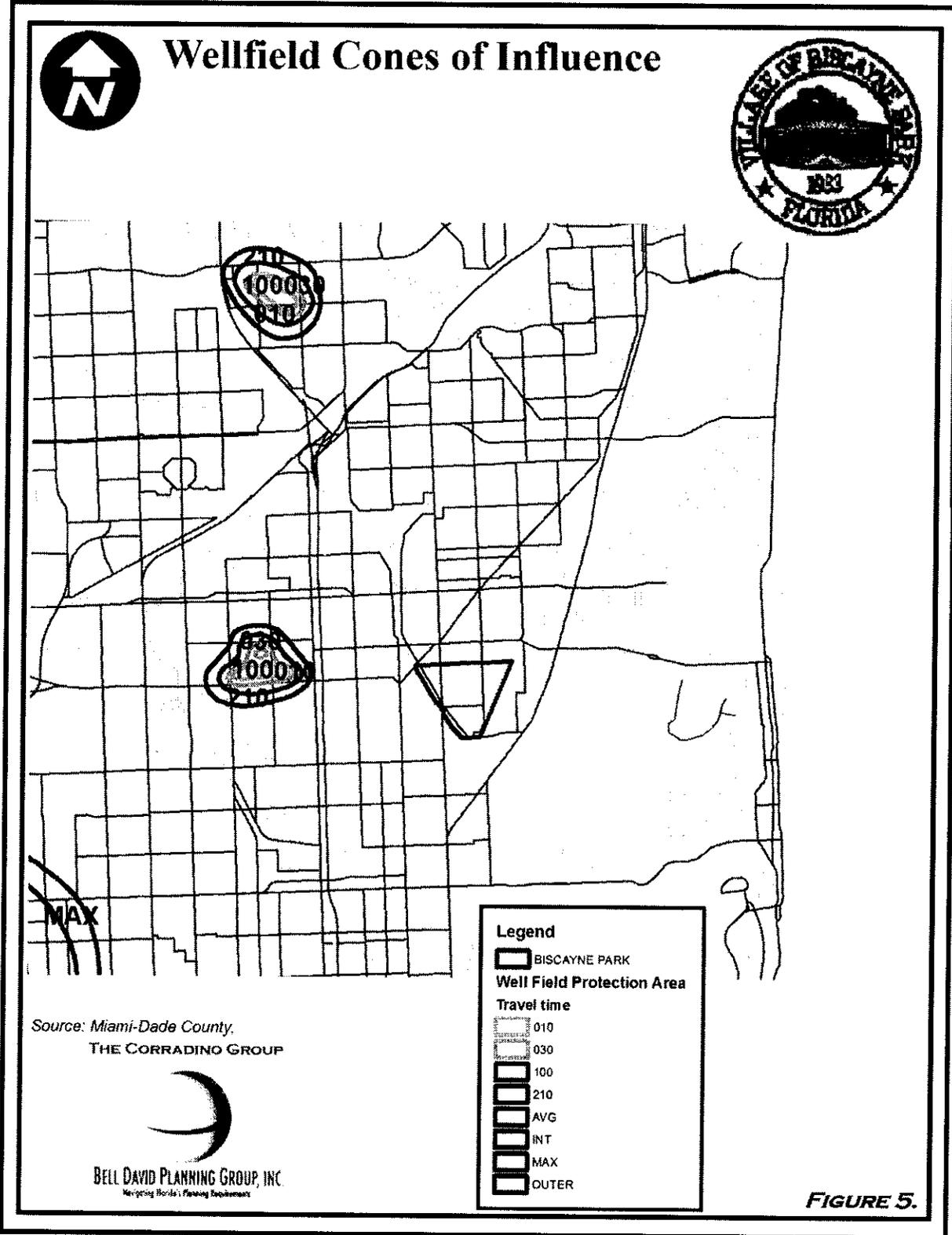
Capital Improvement Element

- Policy 2.6: Appropriate mechanisms will be developed and adopted with the City of North Miami, South Florida Water Management District, and Miami-Dade County in order to assure that adequate water supplies are available to all water users. Prior to approval of a building permit or its functional equivalent, the Village of Biscayne Park shall consult with the North Miami Utility to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy. Furthermore, the Village will be responsible for monitoring the availability of water supplies for all water users and for implementing a system that links water supplies to the permitting of new development.
- Policy 2.7 The Village will ensure the financial feasibility of the public water infrastructure system by coordinating its land development practices with the City of North Miami water service production and delivery systems.
- Policy 2.8: The Village shall provide monthly data to the City of North Miami, as required by such entity, to track the amount of water to be allocated for new use.
- Policy 2.9: The Village shall incorporate capital improvements affecting Village levels of service by referencing the Capital Improvements Schedules of the City of North Miami (2008/2009 through 2012/2013), state agencies, regional water supply authorities and other units of government providing services but not having regulatory authority over the use of land into its 5-year Schedule of Capital Improvements (Fiscal Years 2008/2009 through 2012/2013). The Village Schedule shall be maintained and updated annually.

FIGURES







ATTACHMENTS

City of North Miami 17-Year Water Supply Work Plan (2008-2025)
- Adopted August 25, 2009



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

Date: February 25, 2010

To: Mayor Roxanna Ross
Vice Mayor Al Childress
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: **Ordinance 2010-1 – Street Address Display**

Background Analysis:

The Code Review Committee has recommended that the Village Code be revised to include provisions for street address displays. Village staff believes that creating a new section of the Code providing for the display of street addresses will enhance the safety of its residents by allowing police, fire and other emergency vehicles to respond quickly to emergencies at residences. It would be in the best interest of the citizens to amend the Code by creating a new section entitled, "Street address display".

Based on the first reading at the February 2, 2010, meeting, changes were approved and the Attorney was directed to update the ordinance.

Fiscal/Budgetary Impact:

Time savings would be achieved by staff (police and code enforcement).

Recommendation:

Manager recommends approval at second reading for adoption.

ORDINANCE NO. 2010-1

**AN ORDINANCE OF THE VILLAGE COMMISSION OF
THE VILLAGE OF BISCAYNE PARK, FLORIDA
AMENDING CHAPTER 11 ENTITLED "OFFENSES AND
MISCELLANEOUS PROVISIONS" BY CREATING NEW
ARTICLE VI, ENTITLED "STREET ADDRESS DISPLAY";
PROVIDING FOR PENALTY; PROVIDING FOR
CONFLICT; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Code Review Committee has recommended that the Village Code be revised to include provisions for street address displays; and

WHEREAS, Village staff believes that creating a new section of the Code providing for the display of street addresses will enhance the safety of its residents by allowing police, fire and other emergency vehicles to respond quickly to emergencies at residences; and

WHEREAS, the Village Commission has found it to be in the best interests of its citizens to amend the Code by creating a new section entitled, "Street address display";

**NOW, THEREFORE BE IT ORDAINED BY THE VILLAGE COMMISSION OF
THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

Section 1. Each and all the foregoing Whereas clauses are true and correct and are incorporated herein.

Section 2. Chapter 11, Article VI of the Municipal Code of the Village of Biscayne Park, Florida entitled "Street address display," is hereby created to read as follows:

ARTICLE VI. STREET ADDRESS DISPLAY.

Sec. 11-105. Street address display.

(a) It is the intent of this regulation that all developments of any type within the municipal limits of the Village of Biscayne Park shall display identification in such a manner and

place that location of a particular address can be ascertained from the nearest street or alley servicing the development.

(b) All property buildings shall display their street address on each building so that numerals and/or letters shall have sufficient contrast from its background and be legible visible from the street, alley or right-of-way upon which said building property faces. For properties which have frontage on both streets and alleys, the street address must be displayed at both locations. The street address shall be displayed in numerals not less than four (4) inches ~~nor more than nine (9) inches~~ in height.

(c) A building which does not face a street, alley or right-of-way and which contains more than four (4) dwelling units, shall display, in addition to individual unit addresses, the range of addresses assigned to units therein immediately adjacent to the roadway.

(d) It is the intent of this section to establish a duty for all property owners in the Village of Biscayne Park to install and maintain required signage. Property developed as of the effective date of this section shall be brought into compliance, at the expense of the property owner, within six (6) months from the date of enactment of this section.

Section 3. **Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Effective Date.** This Ordinance shall be effective upon adoption on second reading.

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

**The foregoing ordinance upon being put
to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Attest:

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Bernard _____
Commission Cooper _____
Commissioner Anderson _____



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000

Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Albert Childress
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

Date: February 25, 2010

To: Mayor Roxanna Ross
Vice Mayor Al Childress
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Bryan Cooper

From: Ana Garcia, Village Manager

Re: Ordinance 2010-2 – Boards & Committees

Background Analysis:

The Village Commission has created several boards and committees to provide the Commission with assistance in fulfilling the needs of the Village. In order to provide guidance to those boards and committees, the Village Commission deems it to be in the best interests of the Village to establish general rules and policies and to codify the boards and committees that already exist in a consistent and readily accessible manner.

At first reading on February 2, 2010, the Commission discussed the ordinance and reached consensus on changes to the ordinance which were forwarded to Attorney Hearn and which have been incorporated.

Fiscal/Budgetary Impact:

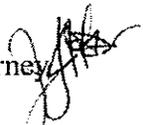
< None >

Recommendation:

Manager recommends approval at second reading for adoption.

MEMORANDUM

TO: Honorable Village Commission
Ana M. Garcia, Village Manager
Maria Camara, Village Clerk

FROM: John J. Hearn, Village Attorney 

RE: Second Reading of Ordinance 2010-2, Boards and Committees

DATE: February 17, 2010

BACKGROUND:

At its February 2, 2010 meeting, the Commission approved Ordinance 2010-2 on first reading with suggested changes. Consistent with the Commission's action at that meeting, I have made the revisions which were suggested and which appeared to have consensus from the Commission. Those changes include:

- Section 2-30(3) amended to include definition of *relative*
- Section 2-30(B)(2) added to prohibit appointment of relatives
- Section 2-30(B)(5) amended to limit the resign to run provision for Village Commission elections
- Section 2-30(D)(1) amended to provide that the Village Commission may remove a member for excessive absences
- Section 2-30(E) amended to include *meetings* in the title of the Section
- Section 2-30(E)(2) added to provide for the removal of the chairperson and other officers
- Section 2-30(E)(4) amended to provide agenda procedures to enhance public participation
- Section 2-30(G) has been deleted as provisions are provided in Section 2-30(E)(4)
- Section 2-32(c)(1) and (5) amended to provide more specific duties and responsibilities of the board
- Section 2-34(c)(1) and (4) amended to provide more specific duties and responsibilities of the board

RECOMMENDATION:

That the Village Commission consider and approve Ordinance 2010-2 on second reading.

ORDINANCE NO. 2010-2

1
2
3 AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE
4 OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 2,
5 ADMINISTRATION, ARTICLE III, ENTITLED, "COMMISSIONS,
6 BOARDS AND COMMITTEES"; REPEALING ORDINANCE 2008-8 AND
7 CREATING NEW SECTION 2-30 OF THE CODE OF ORDINANCES OF
8 THE VILLAGE OF BISCAYNE PARK ENTITLED "GENERAL RULES
9 AND POLICIES"; AMENDING EXISTING SECTION 2-31 OF THE
10 CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK,
11 ENTITLED, "BOARD OF PARKS AND PARKWAYS"; AMENDING
12 EXISTING SECTION 2-32 OF THE CODE OF ORDINANCES OF THE
13 VILLAGE OF BISCAYNE PARK, ENTITLED, "ECOLOGY BOARD";
14 REPEALING ORDINANCE 2008-7 AND CREATING A NEW SECTION 2-
15 34 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE
16 PARK, ENTITLED, "RECREATION ADVISORY BOARD"; REPEALING
17 ORDINANCE 2008-4; PROVIDING FOR AMENDMENT TO THE
18 APPLICABLE CURRENT CODE SECTIONS WITH REFERENCE TO
19 THIS ORDINANCE AND PROVIDING THAT PROVISIONS OF THE
20 CURRENT CODE, TO THE EXTENT THAT THEY ARE IN CONFLICT
21 WITH THIS ORDINANCE, SHALL BE REPEALED; PROVIDING FOR
22 CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR
23 SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
24

25 WHEREAS, the Village Commission has created several boards and committees to
26 provide the Commission with assistance in fulfilling the needs of the Village; and
27

28 WHEREAS, as the boards and committees have been established over several years and
29 prior to the passage of general rules and policies, there lacks a uniformity to the rules and
30 procedures;
31

32 WHEREAS, in order to provide guidance to those boards and committees, the Village
33 Commission deems it to be in the best interests of the Village to establish general rules and
34 policies and to codify the boards and committees that already exist in a consistent and readily
35 accessible manner;
36

37 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF
38 THE VILLAGE OF BISCAYNE PARK, FLORIDA:
39

40 Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as
41 being true and correct and are hereby made a specific part of this Ordinance upon adoption
42 hereof.

*red-lined
version*

*clean copy
follows*

1 **Section 2.** The Code of Ordinances of the Village of Biscayne Park is hereby
2 amended to read as follows:

3 **Sec. 2-30. General rules and policies.**

4 **(A) Application of article; definitions; authority to appoint.**

5
6 **(1) Established.** The boards and committees currently on file with the Village Clerk
7 are established as the official boards and committees of the Village. Consistent with Section
8 3.06 of the Village Charter, the Commission may establish or terminate boards or committees as
9 deemed advisable.

10
11 **(2) Application.** The provisions of this section shall apply to all appointive boards
12 and committees of the Village, except as otherwise provided in this Code.

13
14 **(3) Definitions.** The following words, terms and phrases, when used in this article,
15 shall have the meanings ascribed to them in this subsection, except where the context clearly
16 indicates a different meaning:

17
18 Board or Committee for purposes of this ordinance includes every agency, authority,
19 advisory board, regulatory board, quasi-judicial board, semi-autonomous instrumentality,
20 committee, council, task force or any other citizens' group created and funded in whole or in part
21 by the Village Commission except for the Code Enforcement Board. Except as otherwise
22 provided herein, or in the Village Charter, Village boards and citizens' advisory groups shall only
23 be created by action of the Village Commission, and only the Village Commission, as a body,
24 shall appoint the members to such boards or committees.

25
26 Relative means any father, mother, son, daughter, husband, wife, brother, sister, father-in-
27 law, mother-in-law, son-in-law, or daughter-in-law.

28
29 Resident means a natural person who resides within the Village for not less than six
30 months in each calendar year.

31
32 **(4) Authority to appoint.** The Village Commission may create boards and committees
33 to be composed of such number of residents as the Commission may deem expedient to act in an
34 advisory capacity concerning any issue or subject.

35
36 **(5) Removal.** Board and committee members may be removed at any time by a
37 majority vote of the Village Commission.

38
39 **(6) Confidentiality.** Except when exempt by state law, all information received by the
40 Village on board and committee members is subject to public records law.

41

1 (7) More restrictive requirements. That any requirements set forth in a resolution or
2 ordinance creating an individual board or committee which are more restrictive than the
3 requirements herein shall remain in effect.

4
5 (8) Less restrictive requirements. That the requirements herein shall supersede any
6 less restrictive requirements set forth in a resolution or ordinance creating an individual board or
7 committee.

8
9 (9) Review to determine continuation of existing board or committee. The Village
10 Commission may review a board or committee at any time to determine whether the board or
11 committee shall continue to exist, amend or change its purpose and requirement.

12
13 (10) Automatic trigger of review. Failure of a board or committee to have a quorum at
14 two consecutive meetings shall automatically trigger review by the Village Commission.

15
16 (B) Qualifications and appointment of members.

17
18 (1) Manner of appointment. Any person appointed to any board or committee of the
19 Village shall be appointed by the Village Commission in the following manner:

20
21 (a) Unless otherwise agreed by the Commission, each board or committee will
22 consist of five (5) members and each Commissioner shall appoint one member to each board or
23 committee. Commissioner appointments are automatically accepted unless the appointed
24 individual is not in compliance with eligibility requirements for appointment or there is a conflict
25 of interest as determined by the Commission. The Village Commission may appoint alternates
26 for any board or committee as it deems necessary.

27
28 (b) The Village Clerk shall notify the Village Commission, in writing, of upcoming
29 vacancies on the boards or committees. The Village Clerk shall also post such vacancies on the
30 Village's web page and outside Village Hall. The Commissioner or successor Commissioner
31 who appointed that individual will make the appointment.

32
33 (c) During regular Village Commission meetings each month, appointments will be
34 made by the Village Commission to fill vacancies.

35
36 (d) When a vacancy due to resignation, removal or death is filled, the appointment of
37 a replacement member shall take effect on the date of appointment, except as may otherwise be
38 provided by state law.

39
40 (e) If a vacancy on any board or committee that is subject to individual appointment
41 by a member of the Commission remains unfilled for more than 80 days, it may thereafter be
42 filled by action of the Commission as a whole.

43
44 (2) Prohibition of appointment of relatives. An individual cannot be appointed to any
45 Village board or committee if that person is a relative (as defined above) of a current Village
46 Commissioner.

1 (3) Resident/nonresident members.

2
3 (a) Unless otherwise specifically provided in the Charter or the Code, all members of
4 Village boards and committees shall be residents of the Village, unless such requirement is
5 waived by the Village Commission by a four-fifths vote of its membership.

6
7 (4) Member ceasing to be in compliance with eligibility requirements. The Village
8 Clerk shall inform the Village Commission whenever a board or committee member has ceased
9 to be in compliance with eligibility requirements for board membership and said board or
10 committee member shall be automatically removed from the board or committee. The Village
11 Clerk shall then inform the Village Commission in writing that the position has been declared
12 vacant. Upon being advised by the Village Clerk of such circumstances, the vacancy will be
13 promptly filled, consistent with section (B) above.

14
15 (5) Qualification as candidate for Village Commission office deemed tender of
16 resignation. No member of any Village board or committee shall become a candidate for Village
17 Commission ~~elective political~~ office without resigning from that board or committee during his
18 term. Should any member of a Village board or committee qualify as a candidate for Village
19 Commission ~~elective political~~ office, such qualification shall be deemed a tender of resignation
20 from such board or committee as of the date on which the member qualifies for Village
21 Commission ~~elective political~~ office.

22
23 (6) Compensation. All members of boards and committees shall serve without
24 compensation.

25
26 (7) Travel expenses. Requests for travel expenses for attendance by board and
27 committee members at seminars, conferences and meetings shall be submitted for consideration
28 during the budget review process. Unanticipated expenses must be approved by the Village
29 Commission.

30
31 (C) Terms of members.

32
33 (1) The terms of office of the members of each board and committee shall be up for
34 reappointment yearly at the regular March Village Commission meeting. The nominating
35 Commissioner can continue the term of the Commissioner's current appointment or appoint a
36 new member. If no action is taken by the Commissioner or the Commission, the board or
37 committee member shall continue to serve. New Commissioners will also be able to continue
38 the term of a previous Commissioner or appoint a new member.

39
40 (D) Attendance by members at meetings; resignation of members.

41
42 (1) Excessive absences defined. Except as may otherwise be provided by law, a
43 member of any board or committee may be removed by the Village Commission or Village
44 Manager for excessive absences. The term "excessive absences" shall mean:

1 (a) For a board or committee that meets monthly on a regular basis, more than three
2 unexcused absences in any consecutive 12-month period.

3
4 (b) For a board or committee which meets less often than monthly on a regular basis,
5 more than three absences, excused or unexcused, in any consecutive 12-month period.

6
7 (c) For a board or committee meeting more often than monthly on a regular basis,
8 more than five unexcused absences, in any consecutive 12-month period.

9
10 (2) Attendance records. The staff liaison or board/committee secretary for each
11 board or committee shall be required to keep attendance records and to submit monthly reports
12 within five days of each meeting to the Village Clerk setting forth both the excused and
13 unexcused absences of each member of the board or committee. The board or committee must
14 ensure that minutes are taken and are approved by the board or committee on a regular basis.
15 The minutes must provide the vote of each member on each motion or, if absent, failing to vote,
16 all of which shall be filed with the Clerk promptly. The Village Clerk shall prepare a standard
17 form to be used by all boards and committees to report their member's attendance at their
18 meetings.

19
20 (3) Resignation of members. Members of boards and committees may resign at any
21 time. A member who resigns will not be eligible for appointment to the same board or committee
22 for a one year period.

23
24 (E) Chairperson; bylaws; meetings.

25
26 (1) Rules of procedure. The boards and committees established by the Village shall
27 ensure that they duly elect a chairperson, vice-chairperson, and secretary. The chairperson or, in
28 their absence, the vice-chairperson, shall run the meeting. The secretary shall ensure that
29 minutes are kept and placed on the agenda for approval. Each board and committee shall adhere
30 to Robert's Rules of Order, Newly Revised, to the extent that such rules do not conflict with this
31 article, rules adopted by the board or committee, or applicable state law.

32
33 (2) Removal of chairperson and other officers. Upon a super-majority vote by a
34 board or committee, the chairperson or any other officer may be removed.

35
36 (2) Quorum; exceptions. A quorum for all boards/committees' meetings, shall consist
37 of 50 percent plus one of the board's total membership. The decision of a majority of the board or
38 committee members present and voting at a meeting at which a quorum is present shall be the
39 decision of the board or committee.

40
41 (3) Oath requirement. All board and committee members shall be required to
42 subscribe to an oath or affirmation to be filed in the office of the Village Clerk, swearing or
43 affirming to support, protect and defend the Constitution and laws of the United States, and of
44 the state, the Charter and all ordinances of the Village and the county and in all respects to
45 faithfully discharge their duties.

1 (4) Open meetings. All meetings shall be open to the public and conducted in
2 accordance with the requirements of the Sunshine Law, as set forth in the Florida Statutes.
3 Pursuant to the Village Charter, meetings and agenda procedures shall be adopted to enhance the
4 opportunity for public participation. All Village boards and committees shall provide the Village
5 Clerk for posting:

6
7 (a) written notice of meetings at least seven (7) days prior to such meetings, except in
8 the case of emergency meetings;

9
10 (b) written agenda of the matters for discussion at least three (3) days prior to such
11 meetings; and

12
13 (c) minutes to document a reasonable summary of the actions taken at the meeting
14 within sixty (60) days after such meeting.

15
16 (5) Voting requirement. No board or committee members shall be permitted to
17 abstain from voting, except when there is, or appears to be a possible conflict of interest, as
18 defined in the Florida Statutes. When a conflict occurs, a conflict of interest form shall be filed
19 and kept in the office of the Village Clerk.

20
21 (6) Members transacting business with Village. The county Conflict of Interest and
22 Code of Ethics Ordinance (hereinafter referred to as the "Conflict of Interest Ordinance) section
23 2-11.1 of the county code shall be applicable to all members of Commission appointed boards
24 and committees.

25
26 (7) Endorsing candidates, etc. No Village board or committee shall endorse
27 candidates for public office, or support a particular position on a public question scheduled to
28 appear on an official governmental ballot, or poll candidates for public office as to their views, or
29 engage in any other form of partisan political activity as a Village board or committee. Nothing
30 contained in this subsection shall be deemed to prohibit any individual member of such a board
31 or committee from expressing a personal opinion on any candidate or issue or from participating
32 in any political campaign during hours not serving or performing board or committee functions,
33 so long as such activities are not in conflict with other provisions of state, county, or Village law.
34 Should any member of any Village board or committee violate this section, in the opinion of the
35 Village Commission, such violation shall be deemed a tender of resignation from the board or
36 committee.

37
38 (8) Fundraising; bank accounts. No board or committee may engage in fundraising
39 activities or establish bank accounts without the express authority and subject to conditions as
40 imposed by the Village Commission.

41
42 (F) Creation of new boards and committees.

43
44 (1) Except for ad hoc or limited term special purpose boards and committees, all
45 Village boards and committees created after October 1, 2008, shall be created only by
46 ordinance. Such ordinance shall set forth the board/committee's purpose, function, power,

1 responsibility, jurisdiction, membership requirements and restrictions, terms and conditions of
2 appointment to or removal from the board or committee, and the specific staff support, if any, to
3 be provided to the board or committee.

4
5 (2) After passage on first reading of an ordinance creating a new board or committee
6 and prior to the second reading of said ordinance, the Village Manager shall submit to the
7 Village Commission a report setting forth the following information concerning the proposed
8 new board or committee:

9
10 (a) For boards and committees, whether the establishment of the board or committee
11 will create sufficient betterment to the community to justify the Village Commission's delegation
12 of a portion of its authority.

13
14 (b) Whether another board, committee or agency, either public or private, which is
15 already in existence, could serve the same purpose.

16
17 (c) The costs, both direct and indirect, of establishing and maintaining the board or
18 committee.

19
20 (d) Whether the board or committee is necessary to enable the Village to obtain state
21 or federal grants or other financing.

22
23 (e) For boards and committees other than advisory boards, whether the board or
24 committee should have the final authority or whether its decision must be approved by the
25 Village Commission.

26
27 (f) Whether the creation of a new board or committee is the best method of achieving
28 the benefit desired.

29
30 (g) Except in exigent circumstances, the second reading shall be held no earlier than
31 15 days after passage on first reading of the ordinance creating said board or committee.

32
33 ~~(G) Notice to Village Clerk of board and committee meetings.~~

34
35 ~~All Village boards and committees shall provide the Village Clerk written notice of their~~
36 ~~meetings at least seven days prior to such meetings, except in the case of emergency meetings.~~

37
38 **Sec. 2-31. Board of parks and parkways.**

39 (a) Board created. The board of parks and parkways shall consist of five (5) members.

40
41 (b) Authorization for consultant or support services. The board shall act as an advisory
42 board to the commission and all consultant or support services to be furnished to the board must
43 be requested from and approved by the village commission or their designee prior to the services
44 being secured.

1 (c) Duties and responsibilities. The board's duties and responsibilities shall be as
2 follows:

3
4 (1) To study the existing system of parks and parkways and to make recommendations
5 for their improvement;

6
7 (2) To make special studies and surveys as requested by the village manager or
8 commission and advise and make recommendations accordingly;

9
10 (3) To study the land area of the village and make recommendations to the commission
11 or the village manager on the possible acquisition of parcels of land which appear to be desired
12 extensions of the village's parks and parkways system.

13
14 **Sec. 2-32. Ecology board.**

15 (a) Board created. The ecology board shall consist of five (5) members.

16
17 (b) Authorization for consultant or support services. The board shall act as an advisory
18 board to the commission and all consultant or support services to be furnished to the board must
19 be requested from and approved by the village commission or their designee prior to the services
20 being secured.

21
22 (c) Duties and responsibilities. The board's duties and responsibilities shall be as
23 follows:

24
25 (1) ~~To be receptive to ideas and desires of the residents of the Village as to the beauty~~
26 and quality of life in their Village; To target environmental goals and recommend appropriate
27 actions and plans to ensure stewardship strategies for the preservation and protection of the
28 Village.

29
30 (2) To make special studies and surveys as requested by the village manager or
31 commission and advise and make recommendations accordingly;

32
33 (3) To enlist and encourage public support, the assistance of civic, technical, scientific
34 and educational organizations, and cooperation of other businesses or organizations in order to
35 implement programs and projects approved by the village commission. Also, to render all
36 possible cooperation to the state, federal, county or other government agencies in order to
37 implement any program or project approved by the village commission;

38
39 (4) To represent the village before any type of board or forum where it is necessary for
40 that board to inquire about the public opinion of the environment of the village;

41
42 (5) To collect and provide copies to the Village Clerk ~~maintain all information,~~ any data
43 and exhibits which may be gathered relating to the quality of life within the village for use and
44 benefit of any and all village residents; and

1 (6) To identify existing and potential environmental problems and recommend
2 appropriate actions, with a view towards minimizing adverse external influences by cooperating
3 with the adjacent municipalities and the county to protect common natural resources.
4
5

* * *

6 **Sec. 2-34. Recreation advisory board.**
7

8 (a) Board created. The Recreation Advisory Board shall consist of five members.
9

10 (b) Authorization for consultant or support services. The Board shall act as an
11 advisory board to the Commission and all consultant or support services to be furnished to the
12 Board must be requested from and approved by the Village Commission or their designee prior
13 to the services being secured.
14

15 (c) Duties and responsibilities. The Board's duties and responsibilities shall be as
16 follows:
17

18 (1) ~~To be receptive to ideas and desires of the residents of the Village as to the beauty~~
19 and quality of life in their Village; To promote recreation, cultural, arts, athletics, community
20 activities and special events, as well as assist in the development of sponsorship of these
21 activities.
22

23 (2) To make recommendations concerning the operation of Village parks,
24 playgrounds, undeveloped park lands and recreational programs to the Commission;
25

26 (3) To enlist and encourage public support, the assistance of civic, technical,
27 scientific and educational organizations, and cooperation of other businesses or organizations in
28 order to implement programs and projects approved by the Village Commission. Also, to render
29 all possible cooperation to the state, federal, county or other government agencies in order to
30 implement any program or project approved by the Village Commission;
31

32 (4) To collect and provide copies to the Village Clerk ~~maintain all information,~~ any
33 data and exhibits which may be gathered relating to the quality of life within the Village for use
34 and benefit of any and all Village residents.
35

36 **Section 3.** Ordinance 2008-4, Ordinance 2008-7, and Ordinance 2008-8 are hereby
37 repealed in their entirety.

38 **Section 4. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts
39 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

1 **Section 5. Severability.** The provisions of this Ordinance are declared to be
2 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
3 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
4 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
5 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
6 part.

7 **Section 6. Effective Date.** This Ordinance shall be effective upon adoption on
8 second reading.

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

The foregoing ordinance upon being put to a
vote, the vote was as follows:

12 _____
13 Roxanna Ross, Mayor

14
15
16
17
18
19 Attest:

20
21
22 _____
23 Village Clerk

24
25 Approved as to form:

26
27 _____
28 John J. Hearn, Village Attorney

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Bernard _____
Commission Cooper _____
Commissioner Anderson _____

ORDINANCE NO. 2010-2

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, ENTITLED, "COMMISSIONS, BOARDS AND COMMITTEES"; REPEALING ORDINANCE 2008-8 AND CREATING NEW SECTION 2-30 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK ENTITLED "GENERAL RULES AND POLICIES"; AMENDING EXISTING SECTION 2-31 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "BOARD OF PARKS AND PARKWAYS"; AMENDING EXISTING SECTION 2-32 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "ECOLOGY BOARD"; REPEALING ORDINANCE 2008-7 AND CREATING A NEW SECTION 2-34 OF THE CODE OF ORDINANCES OF THE VILLAGE OF BISCAYNE PARK, ENTITLED, "RECREATION ADVISORY BOARD"; REPEALING ORDINANCE 2008-4; PROVIDING FOR AMENDMENT TO THE APPLICABLE CURRENT CODE SECTIONS WITH REFERENCE TO THIS ORDINANCE AND PROVIDING THAT PROVISIONS OF THE CURRENT CODE, TO THE EXTENT THAT THEY ARE IN CONFLICT WITH THIS ORDINANCE, SHALL BE REPEALED; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Commission has created several boards and committees to provide the Commission with assistance in fulfilling the needs of the Village; and

WHEREAS, as the boards and committees have been established over several years and prior to the passage of general rules and policies, there lacks a uniformity to the rules and procedures;

WHEREAS, in order to provide guidance to those boards and committees, the Village Commission deems it to be in the best interests of the Village to establish general rules and policies and to codify the boards and committees that already exist in a consistent and readily accessible manner;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

1 **Section 2.** The Code of Ordinances of the Village of Biscayne Park is hereby

2 amended to read as follows:

3 **Sec. 2-30. General rules and policies.**

4 (A) Application of article; definitions; authority to appoint.

5
6 (1) Established. The boards and committees currently on file with the Village Clerk
7 are established as the official boards and committees of the Village. Consistent with Section
8 3.06 of the Village Charter, the Commission may establish or terminate boards or committees as
9 deemed advisable.

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11 (2) Application. The provisions of this section shall apply to all appointive boards
12 and committees of the Village, except as otherwise provided in this Code.

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14 (3) Definitions. The following words, terms and phrases, when used in this article,
15 shall have the meanings ascribed to them in this subsection, except where the context clearly
16 indicates a different meaning:

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18 Board or Committee for purposes of this ordinance includes every agency, authority,
19 advisory board, regulatory board, quasi-judicial board, semi-autonomous instrumentality,
20 committee, council, task force or any other citizens' group created and funded in whole or in part
21 by the Village Commission except for the Code Enforcement Board. Except as otherwise
22 provided herein, or in the Village Charter, Village boards and citizens' advisory groups shall only
23 be created by action of the Village Commission, and only the Village Commission, as a body,
24 shall appoint the members to such boards or committees.

25
26 Relative means any father, mother, son, daughter, husband, wife, brother, sister, father-in-
27 law, mother-in-law, son-in-law, or daughter-in-law.

28
29 Resident means a natural person who resides within the Village for not less than six
30 months in each calendar year.

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33 to be composed of such number of residents as the Commission may deem expedient to act in an
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37 majority vote of the Village Commission.

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40 Village on board and committee members is subject to public records law.

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2 ordinance creating an individual board or committee which are more restrictive than the
3 requirements herein shall remain in effect.

4
5 (8) Less restrictive requirements. That the requirements herein shall supersede any
6 less restrictive requirements set forth in a resolution or ordinance creating an individual board or
7 committee.

8
9 (9) Review to determine continuation of existing board or committee. The Village
10 Commission may review a board or committee at any time to determine whether the board or
11 committee shall continue to exist, amend or change its purpose and requirement.

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13 (10) Automatic trigger of review. Failure of a board or committee to have a quorum at
14 two consecutive meetings shall automatically trigger review by the Village Commission.

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16 (B) Qualifications and appointment of members.

17
18 (1) Manner of appointment. Any person appointed to any board or committee of the
19 Village shall be appointed by the Village Commission in the following manner:

20
21 (a) Unless otherwise agreed by the Commission, each board or committee will
22 consist of five (5) members and each Commissioner shall appoint one member to each board or
23 committee. Commissioner appointments are automatically accepted unless the appointed
24 individual is not in compliance with eligibility requirements for appointment or there is a conflict
25 of interest as determined by the Commission. The Village Commission may appoint alternates
26 for any board or committee as it deems necessary.

27
28 (b) The Village Clerk shall notify the Village Commission, in writing, of upcoming
29 vacancies on the boards or committees. The Village Clerk shall also post such vacancies on the
30 Village's web page and outside Village Hall. The Commissioner or successor Commissioner
31 who appointed that individual will make the appointment.

32
33 (c) During regular Village Commission meetings each month, appointments will be
34 made by the Village Commission to fill vacancies.

35
36 (d) When a vacancy due to resignation, removal or death is filled, the appointment of
37 a replacement member shall take effect on the date of appointment, except as may otherwise be
38 provided by state law.

39
40 (e) If a vacancy on any board or committee that is subject to individual appointment
41 by a member of the Commission remains unfilled for more than 80 days, it may thereafter be
42 filled by action of the Commission as a whole.

43
44 (2) Prohibition of appointment of relatives. An individual cannot be appointed to any
45 Village board or committee if that person is a relative (as defined above) of a current Village
46 Commissioner.

1 (3) Resident/nonresident members.

2
3 (a) Unless otherwise specifically provided in the Charter or the Code, all members of
4 Village boards and committees shall be residents of the Village, unless such requirement is
5 waived by the Village Commission by a four-fifths vote of its membership.

6
7 (4) Member ceasing to be in compliance with eligibility requirements. The Village
8 Clerk shall inform the Village Commission whenever a board or committee member has ceased
9 to be in compliance with eligibility requirements for board membership and said board or
10 committee member shall be automatically removed from the board or committee. The Village
11 Clerk shall then inform the Village Commission in writing that the position has been declared
12 vacant. Upon being advised by the Village Clerk of such circumstances, the vacancy will be
13 promptly filled, consistent with section (B) above.

14
15 (5) Qualification as candidate for Village Commission office deemed tender of
16 resignation. No member of any Village board or committee shall become a candidate for Village
17 Commission office without resigning from that board or committee. Should any member of a
18 Village board or committee qualify as a candidate for Village Commission office, such
19 qualification shall be deemed a tender of resignation from such board or committee as of the date
20 on which the member qualifies for Village Commission office.

21
22 (6) Compensation. All members of boards and committees shall serve without
23 compensation.

24
25 (7) Travel expenses. Requests for travel expenses for attendance by board and
26 committee members at seminars, conferences and meetings shall be submitted for consideration
27 during the budget review process. Unanticipated expenses must be approved by the Village
28 Commission.

29
30 (C) Terms of members.

31
32 (1) The terms of office of the members of each board and committee shall be up for
33 reappointment yearly at the regular March Village Commission meeting. The nominating
34 Commissioner can continue the term of the Commissioner's current appointment or appoint a
35 new member. If no action is taken by the Commissioner or the Commission, the board or
36 committee member shall continue to serve. New Commissioners will also be able to continue
37 the term of a previous Commissioner or appoint a new member.

38
39 (D) Attendance by members at meetings; resignation of members.

40
41 (1) Excessive absences defined. Except as may otherwise be provided by law, a
42 member of any board or committee may be removed by the Village Commission or Village
43 Manager for excessive absences. The term "excessive absences" shall mean:

44
45 (a) For a board or committee that meets monthly on a regular basis, more than three
46 unexcused absences in any consecutive 12-month period.

1
2 (b) For a board or committee which meets less often than monthly on a regular basis,
3 more than three absences, excused or unexcused, in any consecutive 12-month period.
4

5 (c) For a board or committee meeting more often than monthly on a regular basis,
6 more than five unexcused absences, in any consecutive 12-month period.
7

8 (2) Attendance records. The staff liaison or board/committee secretary for each
9 board or committee shall be required to keep attendance records and to submit monthly reports
10 within five days of each meeting to the Village Clerk setting forth both the excused and
11 unexcused absences of each member of the board or committee. The board or committee must
12 ensure that minutes are taken and are approved by the board or committee on a regular basis.
13 The minutes must provide the vote of each member on each motion or, if absent, failing to vote,
14 all of which shall be filed with the Clerk promptly. The Village Clerk shall prepare a standard
15 form to be used by all boards and committees to report their member's attendance at their
16 meetings.
17

18 (3) Resignation of members. Members of boards and committees may resign at any
19 time. A member who resigns will not be eligible for appointment to the same board or committee
20 for a one year period.
21

22 (E) Chairperson; bylaws; meetings.
23

24 (1) Rules of procedure. The boards and committees established by the Village shall
25 ensure that they duly elect a chairperson, vice-chairperson, and secretary. The chairperson or, in
26 their absence, the vice-chairperson, shall run the meeting. The secretary shall ensure that
27 minutes are kept and placed on the agenda for approval. Each board and committee shall adhere
28 to Robert's Rules of Order, Newly Revised, to the extent that such rules do not conflict with this
29 article, rules adopted by the board or committee, or applicable state law.
30

31 (2) Removal of chairperson and other officers. Upon a super-majority vote by a
32 board or committee, the chairperson or any other officer may be removed.
33

34 (2) Quorum; exceptions. A quorum for all boards/committees' meetings, shall consist
35 of 50 percent plus one of the board's total membership. The decision of a majority of the board or
36 committee members present and voting at a meeting at which a quorum is present shall be the
37 decision of the board or committee.
38

39 (3) Oath requirement. All board and committee members shall be required to
40 subscribe to an oath or affirmation to be filed in the office of the Village Clerk, swearing or
41 affirming to support, protect and defend the Constitution and laws of the United States, and of
42 the state, the Charter and all ordinances of the Village and the county and in all respects to
43 faithfully discharge their duties.
44

45 (4) Open meetings. All meetings shall be open to the public and conducted in
46 accordance with the requirements of the Sunshine Law, as set forth in the Florida Statutes.

1 Pursuant to the Village Charter, meetings and agenda procedures shall be adopted to enhance the
2 opportunity for public participation. All Village boards and committees shall provide the Village
3 Clerk for posting:

4
5 (a) written notice of meetings at least seven (7) days prior to such meetings, except in
6 the case of emergency meetings;

7
8 (b) written agenda of the matters for discussion at least three (3) days prior to such
9 meetings; and

10
11 (c) minutes to document a reasonable summary of the actions taken at the meeting
12 within sixty (60) days after such meeting.

13
14 (5) *Voting requirement.* No board or committee members shall be permitted to
15 abstain from voting, except when there is, or appears to be a possible conflict of interest, as
16 defined in the Florida Statutes. When a conflict occurs, a conflict of interest form shall be filed
17 and kept in the office of the Village Clerk.

18
19 (6) *Members transacting business with Village.* The county Conflict of Interest and
20 Code of Ethics Ordinance (hereinafter referred to as the "Conflict of Interest Ordinance) section
21 2-11.1 of the county code shall be applicable to all members of Commission appointed boards
22 and committees.

23
24 (7) *Endorsing candidates, etc.* No Village board or committee shall endorse
25 candidates for public office, or support a particular position on a public question scheduled to
26 appear on an official governmental ballot, or poll candidates for public office as to their views, or
27 engage in any other form of partisan political activity as a Village board or committee. Nothing
28 contained in this subsection shall be deemed to prohibit any individual member of such a board
29 or committee from expressing a personal opinion on any candidate or issue or from participating
30 in any political campaign during hours not serving or performing board or committee functions,
31 so long as such activities are not in conflict with other provisions of state, county, or Village law.
32 Should any member of any Village board or committee violate this section, in the opinion of the
33 Village Commission, such violation shall be deemed a tender of resignation from the board or
34 committee.

35
36 (8) *Fundraising; bank accounts.* No board or committee may engage in fundraising
37 activities or establish bank accounts without the express authority and subject to conditions as
38 imposed by the Village Commission.

39
40 (F) *Creation of new boards and committees.*

41
42 (1) Except for ad hoc or limited term special purpose boards and committees, all
43 Village boards and committees created after October 1, 2008, shall be created only by
44 ordinance. Such ordinance shall set forth the board/committee's purpose, function, power,
45 responsibility, jurisdiction, membership requirements and restrictions, terms and conditions of

1 appointment to or removal from the board or committee, and the specific staff support, if any, to
2 be provided to the board or committee.

3
4 (2) After passage on first reading of an ordinance creating a new board or committee
5 and prior to the second reading of said ordinance, the Village Manager shall submit to the
6 Village Commission a report setting forth the following information concerning the proposed
7 new board or committee:

8
9 (a) For boards and committees, whether the establishment of the board or committee
10 will create sufficient betterment to the community to justify the Village Commission's delegation
11 of a portion of its authority.

12
13 (b) Whether another board, committee or agency, either public or private, which is
14 already in existence, could serve the same purpose.

15
16 (c) The costs, both direct and indirect, of establishing and maintaining the board or
17 committee.

18
19 (d) Whether the board or committee is necessary to enable the Village to obtain state
20 or federal grants or other financing.

21
22 (e) For boards and committees other than advisory boards, whether the board or
23 committee should have the final authority or whether its decision must be approved by the
24 Village Commission.

25
26 (f) Whether the creation of a new board or committee is the best method of achieving
27 the benefit desired.

28
29 (g) Except in exigent circumstances, the second reading shall be held no earlier than
30 15 days after passage on first reading of the ordinance creating said board or committee.

31
32 **Sec. 2-31. Board of parks and parkways.**

33 (a) Board created. The board of parks and parkways shall consist of five (5) members.

34
35 (b) Authorization for consultant or support services. The board shall act as an advisory
36 board to the commission and all consultant or support services to be furnished to the board must
37 be requested from and approved by the village commission or their designee prior to the services
38 being secured.

39
40 (c) Duties and responsibilities. The board's duties and responsibilities shall be as
41 follows:

42
43 (1) To study the existing system of parks and parkways and to make recommendations
44 for their improvement;

1 (a) Board created. The Recreation Advisory Board shall consist of five members.

2
3 (b) Authorization for consultant or support services. The Board shall act as an
4 advisory board to the Commission and all consultant or support services to be furnished to the
5 Board must be requested from and approved by the Village Commission or their designee prior
6 to the services being secured.

7
8 (c) Duties and responsibilities. The Board's duties and responsibilities shall be as
9 follows:

10
11 (1) To promote recreation, cultural, arts, athletics, community activities and special
12 events, as well as assist in the development of sponsorship of these activities.

13
14 (2) To make recommendations concerning the operation of Village parks,
15 playgrounds, undeveloped park lands and recreational programs to the Commission;

16
17 (3) To enlist and encourage public support, the assistance of civic, technical,
18 scientific and educational organizations, and cooperation of other businesses or organizations in
19 order to implement programs and projects approved by the Village Commission. Also, to render
20 all possible cooperation to the state, federal, county or other government agencies in order to
21 implement any program or project approved by the Village Commission;

22
23 (4) To collect and provide copies to the Village Clerk, any data and exhibits which
24 may be gathered relating to the quality of life within the Village for use and benefit of any and
25 all Village residents.

26
27 Section 3. Ordinance 2008-4, Ordinance 2008-7, and Ordinance 2008-8 are hereby
28 repealed in their entirety.

29 Section 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts
30 thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

31 Section 5. Severability. The provisions of this Ordinance are declared to be
32 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be
33 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining
34 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it
35 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any
36 part.

1 **Section 6.** **Effective Date.** This Ordinance shall be effective upon adoption on
2 second reading.

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

The foregoing ordinance upon being put to a
vote, the vote was as follows:

6
7
8
9
10 _____
11 Roxanna Ross, Mayor

Mayor Ross _____
Vice Mayor Childress _____
Commissioner Bernard _____
Commission Cooper _____
Commissioner Anderson _____

12 Attest:
13
14
15
16 _____
17 Village Clerk

18 Approved as to form:
19
20
21 _____
22 John J. Hearn, Village Attorney



BELL DAVID PLANNING GROUP, INC.
Navigating Florida's Planning Requirements

TO: Ana Garcia, Village Manager
Village of Biscayne Park

FROM: Alex A. David, AICP, Village Planning Consultant

DATE: February 18, 2010

At its Tuesday February 2, 2010 meeting, the Biscayne Park Village Commission discussed the City of North Miami proposed Zoning Map Amendment along with the City's Comprehensive Plan.

The discussion focused on two issues critical to the Village of Biscayne Park:

- 1) That the NRO and CCD boundaries were shown on the FLUM but not on the proposed Zoning Map; and,
- 2) That any allocation of the pool of 1,000 secondary units outside of the NRO requires a land use amendment, pursuant to Policy 1.12.1 of the Future Land Use Element. Also, that the secondary pool of 1,000 unassigned dwelling units are dependent on the approved potable water supply and treatment capacity limitations as provided for in Policy 1.12.1.

This issue developed due to the fact that there seems to be an inconsistency between Policy 1.12.1 of the Future Land Use Element and Section 4-204 of the Land Development Regulations which provide as follows:

Policy 1.12.1

The maximum allowable development within the NRO shall be governed by the future land use plan map designations therein, and as follows:

1. A pool of 1,800 floating dwelling units and 375,000 s.f. of commercial use are reserved for the Central City District (CCD) Node. A pool of 2,200 floating dwelling units and 375,000 s.f. of commercial use is established for use anywhere within the NRO. This pool may be used to facilitate mixed-use development, and either higher intensities or additional land uses that are not permitted by the underlying map designations.
2. A secondary pool of 1,000 unassigned dwelling units is established within the NRO. Potable water supply and treatment capacity limitations necessitate that the potable water supply reserved for the secondary pool of dwelling units may be allocated to land use plan amendments in the remainder of the City for additional redevelopment.

* * *

AND

Section 4-204. Residential Density Bonuses.

For parcels of land designated as Low-Medium, Medium and High Density Residential Land Use Categories outside of the Neighborhood Redevelopment Overlay District, a density bonus may be granted up to twenty-five (25) du/acre through conditional use approval if the following are provided:

* * *

Recommendations

- 1) In order to strengthen consistency between the Land Development Regulations and the Comprehensive Plan the Village would respectfully request a letter from an authorized representative of the City of North Miami confirming that in order to provide a density bonus a land use amendment must be approved consistent with Policy 1.12.1 of the Future Land Use Element. In addition, the Village also requests a commitment to amend Section 4-204 by adding "land use amendment and" before "conditional use".
- 2) The Village suggests that both the NRO and CCD boundaries be shown on the final version of the City's adopted Zoning Map in order to be consistent with the FLUM.

Finally, we wish to thank the City for their willingness to discuss the issues that have concerned the Village of Biscayne Park and to seek equitable solutions.

February 18, 2010

Ana M. Garcia, Village Manager
Village of Biscayne Park
640 NE 114 Street
Biscayne Park, Florida 33161

Re: Clarification of Land Development Regulations

Dear Ms. Garcia:

We have been informed by your consultant and Village Attorney that the Village of Biscayne Park has requested clarification concerning Section 4-204 of the Land Development Regulations of the City of North Miami. Specifically, the question arose as to the apparent inconsistency between Policy 1.12.1 of the Future Land Use Element and Section 4-204 of the Code relating to density bonuses. By this letter, the City of North Miami, through its authorized representative, confirms that, in order to have a residential density bonus as provided for in Section 4-204 of the Code, a land use plan amendment must be approved by the City of North Miami. Further, the provisions in Policy 1.12.1 concerning potable water supply and treatment capacity limitations apply in determining density bonuses as provided for in Section 4-204 of the Land Development Code.

The City of North Miami further commits that when it has the opportunity to amend Section 4-204 of the Code to expressly provide for the requirement of a land use plan amendment, that it will make such amendment.

If you have any questions or comments, please do not hesitate to contact me directly.

Very truly yours,

Renewal
Need to Replace

ZONING BOARD

Commissioner	Board Member	
Unknown	G. Hartung	
Unknown	M. Rumiano	
Anderson	E. Hornbuckle	
Bernard		
Morris	A. Olis	
Hornbuckle		
Mallette	F. Jonas	
	D. Tannehill	Alternate
	P. Bockweg	Alternate

PATHWAYS AD HOC

Commissioner	Board Member	
Anderson	K. Cohen	
Bernard	V. Romano	
Morris	C. Ross	
Hornbuckle	J. Ise	
Mallette	G. Kuhl, Chair	
	D. Keys	From Parks & Parkway
	B. Cooper	From Parks & Parkway
	B. Kuhl	From Parks & Parkway
	L. Fisher	From Parks & Parkway
	J. Ainsley	From Parks & Parkway
	B. Kiers	From Parks & Parkway

CODE ENFORCEMENT

Commissioner	Board Member
Unknown	A. Childress, Chair
Unknown	L. Harper, Vice Chair
Unknown	J. Reeder
Unknown	D. Blanton
Anderson	H. Bilt
Bernard	
Morris	
Hornbuckle	
Mallette	

RECREATION ADVISORY BOARD

Commissioner	Board Member	
Anderson	R. Ross, Chair	
Bernard	M. Duve	Resigned
Morris	J. Murphy	
Hornbuckle	R. Gwynn	
Mallette	V. Mallette	
	J. Anderson	Alternate

PARKS & PARKWAY ADVISORY

Commissioner	Board Member	
Anderson	D. Keys, Chair	
Bernard	B. Cooper	
Morris	B. Kuhl	
Hornbuckle	L. Fisher	
Mallette	J. Ainsley	
	B. Kiers	Alternate

ECOLOGY BOARD

Commissioner	Board Member
Anderson	V. Romano
Bernard	M. Davis
Morris	A. Pyle
Hornbuckle	C. Shinn
Mallette	K. Cohen

Code Review

Commissioner	Board Member	
Anderson		
Bernard		
Morris		
Hornbuckle		
Mallette		
	A. Childress, Chair	From Code Enf.
	H. Bilt	From Code Enf.
	D. Blanton	From Code Enf.
	L. Harper	From Code Enf.
	G. Hartung	From Zoning
	F. Jonas	From Zoning
	A. Olis	From Zoning
	M. Rumiano	From Zoning, resigned 8/25/08
	M. Camara	From Code Enf.
	J. Anderson	Secretary
Unknown	D. Keys	
Unknown	L. Peterson	resigned 9/08
Unknown	C. Ross	
Unknown	J. Hambelburg	