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ORDINANCE NO. 2019-009

**AN ORDINANCE OF THE CITY OF WILTON
MANORS, FLORIDA AMENDING ARTICLE XIII.
- VACATION RENTAL, OF CHAPTER 10 -
LICENSES, PERMITS AND BUSINESS
REGULATIONS, OF THE CODE OF ORDINANCES
OF THE CITY OF WILTON MANORS, FLORIDA,
TO PROVIDE FOR REGULATION OF VACATION
RENTALS; PROVIDING FOR CONFLICTS,
PROVIDING FOR SEVERABILITY, PROVIDING
FOR CODIFICATION AND PROVIDING FOR AN
EFFECTIVE DATE.**

15 **WHEREAS**, City Staff periodically reviews the Ordinances and Unified Land
16 Development Regulations (ULDRs) of the City of Wilton Manors, Florida and makes
17 recommendations to the City Commission to revise its Ordinances and ULDRs; and

18 **WHEREAS**, on February 23, 2016, the City Commission of the City of Wilton
19 Manors adopted Ordinance # 2016-002 which created Chapter 10, Article XIII entitled
20 Vacation Rentals; and

21 **WHEREAS**, City Staff recommends that the City Commission amend the
22 Code of Ordinances; and

23 **WHEREAS**, at its meeting of September 9, 2019, the Planning and Zoning
24 Board reviewed City Staff's recommendations, conducted a public hearing, and has
25 determined them to be consistent with the Comprehensive Plan, the Land Development
26 Regulations and other Ordinances of the City of Wilton Manors, and recommended
27 approval of the revisions to the Code of Ordinances; and

1 **WHEREAS**, the notice and hearing requirements for adoption of this
2 Ordinance contained in the Florida Statutes and the City’s Code of Ordinances have
3 been satisfied; and

4 **WHEREAS**, the City Commission reaffirms and readopts its legislative
5 findings set forth in Ordinance No. 2016-002; and

6 **WHEREAS**, the City Commission of the City of Wilton Manors, Florida deems
7 it to be in the best interests of the citizens and residents of the City to amend the Code
8 of Ordinances as set forth herein.

9 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION**
10 **OF THE CITY OF WILTON MANORS, FLORIDA:**

11 **Section 1:** The foregoing “WHEREAS” clauses are hereby ratified as being
12 true and correct and are incorporated herein by this reference.
13

14 **Section 2:** That Article XIII¹, entitled Vacation Rental, of Chapter 10, of the
15 Code of Ordinances of the City of Wilton Manors, Florida, is hereby amended to
16 provide as follows:

17 **ARTICLE XIII. VACATION RENTAL**

18 **Sec. 10-275. - Purpose.**

19 The eCity eCommission finds that certain transitory uses of residential property
20 tend to affect the residential character of the community and may be injurious to the
21 health of the community. Therefore, it is necessary and in the interest of the public
22 health, safety, and welfare to monitor and provide reasonable means for citizens of the
23 City of Wilton Manors to mitigate impacts created by such transitory uses of residential
24 property within the City of Wilton Manors. It is unlawful for any owner of any property
25 within the geographic bounds of the City of Wilton Manors, Florida, to rent or operate a
26 vacation rental of residential property contrary to the procedures and regulations
27 established in this article.

¹ Ordinance No. 2016-002 created Article XII. Municode editorially changed Article XII to Article III.

1 **Sec. 10-276. - Definitions.**

2 For the purpose of this article, the following terms, phrases, words, abbreviations
3 and their derivations shall have the meaning given herein. When not inconsistent with
4 the context, words used in the present tense include the future tense, words in the plural
5 number include the singular number, and words in the singular number include the
6 plural number. The word "shall" is always mandatory and not merely directory. Words
7 not defined shall be given their meaning as provided in part 1, article 10 of the ULDR.

8 Garbage shall be as defined in section 13-1 of the Code of Ordinances.

9 Permanent residence shall mean the place where a person has a true, fixed, and
10 permanent home and principal establishment to which, whenever absent, has the
11 intention of returning. A person may have only one permanent residence at a time; and,
12 once a permanent residence is established in a foreign state or country, it is presumed to
13 continue until the person shows that a change has occurred. The establishment of a
14 permanent residence in the City of Wilton Manors is a factual determination to be made
15 by the Broward County Property Appraiser and evidence of the granting of homestead
16 exemption by the property appraiser shall be prima facie evidence of the establishment
17 of a permanent residence.

18 Residential property shall mean single family residential, town homes, two-family
19 residential (duplex) and multi-family residential.

20 Responsible party shall mean the owner or the person designated by the owner of
21 the property to be called upon to answer for the maintenance of the property and the
22 conduct and acts of occupants of residential properties.

23 Transient occupant shall mean any person, or guest or invitee of such person who
24 occupies or is in actual or apparent control or possession of Residential property for a
25 period of less than thirty (30) days. It shall be a rebuttable presumption that any person
26 who holds themselves out as being an occupant or guest of an occupant of the vacation
27 rental is a transient occupant.

28 Vacation rental shall mean any unit or group of units in a condominium or
29 cooperative or any individually or collectively owned residential property, house or
30 dwelling unit that is rented to guests more than three (3) times in a calendar year for
31 periods of less than thirty (30) days or one (1) calendar month, whichever is less, or
32 which is advertised or held out to the public as a place regularly rented to guests, but
33 that is not a timeshare project.

34 **Sec. 10-277. - Registration required.**

35 (a) It is unlawful for any person to allow another person to occupy any residential
36 property as a vacation rental within the City of Wilton Manors, or offer such rental
37 services within the City of Wilton Manors, unless the person has registered the
38 vacation rental property with the City of Wilton Manors and has been issued a
39 certificate of compliance in accordance with the provisions of this article.

- 1 (b) A person may allow another person to occupy any residential property as a
 2 vacation rental without the issuance of a certificate of compliance if:
- 3 (1) The residential property has an effective and valid license as a vacation rental
 4 classification of public lodging establishment issued by the Florida Department
 5 of Business and Professional Regulations prior to June 1, 2016; and,
- 6 (2) The residential property is not in violation of any section of the Code of
 7 Ordinances of the City of Wilton Manors; and,
- 8 (3) An application for registration of the residential property as a vacation rental
 9 has been filed pursuant to Section 10-278 and all applicable fees have been
 10 paid; and
- 11 (4) That said occupancy was scheduled prior to June 1, 2016 as evidenced by a
 12 written and validly executed rental agreement or contract provided to the eCity
 13 Manager or the City Manager's designee no later than August 1, 2016.
- 14 (c) Notwithstanding anything contained in this article XIII to the contrary, the
 15 following rentals are exempt from the provisions of this article XIII:
- 16 (1) A bed and breakfast which has been granted conditional use approval
 17 pursuant to section 050-050 of the ULDR; and
- 18 (2) If the owner of the vacation rental resides on the subject property as their
 19 permanent residence.

20 **Sec. 10-278. - Application for registration.**

21 Applications for registration shall set forth at a minimum:

- 22 (1) The legal description of the property offered for rental (i.e., address, lot, folio
 23 number, block and subdivision name);
- 24 (2) Name, address, email address, and phone number of owner of said property;
- 25 (3) Name, address, and emergency contact phone number of ~~R~~responsible party
 26 for said property, which shall be a twenty-four-hour, seven (7) days a week
 27 contact number;
- 28 (4) That the phone number for the responsible party will be answered twenty-
 29 four hours a day, seven (7) days a week by the responsible party;
- 30 (5) The website address for any and all websites which the property owner
 31 advertises the residential property for rent as a vacation rental.
- 32 (6) The legal description of all other property owned by the property owner of
 33 the vacation rental located within the City of Wilton Manors (i.e., address, lot,
 34 folio number, block and subdivision name)
- 35 (7) Acknowledgements by owner of the following:
- 36 a. That all vehicles associated with the vacation rental must be parked on
 37 hard surface off-street parking provided on the property, and no more than
 38 one (1) vehicle per bedroom in the vacation rental shall be permitted;

- 1 b. That the residential property, or any other property owned by the titled
2 owner of the residential property, is not in violation of any section of the
3 Code of Ordinances of the City of Wilton Manors;
- 4 c. That there are no unsatisfied liens recorded against the residential
5 property, or any other property owned by the titled owner of the
6 residential property, as a result of any violation of any section of the Code
7 of Ordinances of the City of Wilton Manors;
- 8 d. That prior to permitting occupancy by a transient occupant, the owner
9 shall confirm that such occupancy is not prohibited by the eCity's sexual
10 offender and predator residency prohibitions set forth in sections 12-6
11 through 12-9 of the eCity's Code of Ordinances;
- 12 e. That it shall be unlawful to allow or make any noise or sound that exceeds
13 the limits set forth in chapter 21 of the Code of Ordinances of the City of
14 Wilton Manors, Noise Control;
- 15 f. That the owner shall comply with all applicable eCity, county, state and
16 federal laws, rules, regulations, ordinances and statutes;
- 17 g. That no garbage container shall be located at the curb for pickup before
18 6:00 p.m. of the day prior to pick up, and garbage container shall be
19 removed before midnight of the day of pickup;
- 20 h. That whoever, without being authorized, licensed, or invited, willfully
21 enters or remains in any structure or conveyance of a property, or, having
22 been authorized, licensed, or invited, is warned by the owner or lessee, to
23 depart the property and refuses to do so, commits the offense of trespass in
24 a structure or conveyance; and
- 25 i. That other properties are not jointly shared commodities and should not be
26 considered available for use by transient occupants of the property subject
27 of the application.

28 (8) Proof of owner's current ownership of the property;

29 (9) Proof of registration with the Florida Department of Business and
30 Professional Regulation of transient public lodging establishment, ~~Florida~~
31 ~~Department of Revenue for sales tax collection, and Broward County for~~
32 ~~Tourist Development Tax, Broward County Business Tax Receipt, and City of~~
33 Wilton Manors Business Tax Receipt; and

34 (10) Proof of compliance with section 10-280.

35 Submission of an incomplete registration application form shall result in rejection
36 of the application.

37 **Sec. 10-279. - Fees for registration.**

1 The City of Wilton Manors charges reasonable fees for registration to compensate
2 for administrative expenses. The fees for registration shall be provided for, from time to
3 time, by resolution adopted by the eCity eCommission of the City of Wilton Manors.

4 **Sec. 10-280. - Responsible party required.**

5 Whenever any property is required to be registered under this section, the owner
6 shall appoint a natural person who resides within Broward County, Florida, to serve as
7 the responsible party for service of notices as are specified herein, and notices given to
8 the responsible party shall be sufficient to satisfy any requirement of notice to the
9 owner. An initial responsible party shall be designated and name submitted with the
10 application for registration, and the eCity mManager or ~~his or her~~ the City Manager's
11 designee shall thereafter be notified in writing of any change of responsible party within
12 fifteen (15) days of such change. Further, it is the affirmative duty of the responsible
13 party to:

- 14 (1) Inform all guests, in writing, prior to occupancy of the property of applicable
15 City of Wilton Manors ordinances concerning noise, vehicle parking, garbage,
16 residency prohibitions for sexual offenders and common area usage with a
17 copy of the applicable City of Wilton Manors ordinances printed in the English
18 language and posted prominently near the main entrance of the establishment;
- 19 (2) Maintain all properties under their control in compliance with the occupancy
20 limits, as specified in the Florida Building Code as determined by the
21 ~~bBuilding eOfficial or his or her~~ the Building Official's designee and the Code
22 of Ordinances of the City of Wilton Manors, Florida, as determined by the
23 ~~dDirector of eCommunity dDevelopment sServices or the Director of~~
24 Community Development Services' his or her designee;
- 25 (3) See that the provisions of this article are complied with and promptly address
26 any violations of this article or any violations of law which may come to the
27 attention of the responsible party;
- 28 (4) Be available with authority to address and coordinate solutions to problems
29 with the rental of the property twenty-four (24) hours a day, seven (7) days a
30 week;
- 31 (5) Be situated close enough to the property as to be able to, and shall, respond to
32 emergency calls within one (1) hour of notification;
- 33 (6) Keep available a register of all guests, which shall be open to inspection by
34 authorized personnel of the City of Wilton Manors at all times; and
- 35 (7) Maintain the entire property free of garbage and litter, provided however, that
36 this subsection shall not prohibit the storage of garbage and litter in authorized
37 receptacles for collection.

38 **Sec. 10-281. - False information.**

39 It shall be unlawful for any person to give any false or misleading information in
40 connection with the application for registration required by this article.

1 **Sec. 10-282. - Minimum requirements for issuance of a certificate of compliance.**

2 The eCity mManager or his or her the City Manager's designee may issue a
3 certificate of compliance to the applicant upon proof of the following:

- 4 (1) The owner or responsible party completes the City of Wilton Manors
5 registration application form;
- 6 (2) The registration fee has been paid to the City of Wilton Manors;
- 7 (3) A business tax receipt from the City of Wilton Manors pursuant to chapter 15
8 10 of the Code of Ordinances;
- 9 (4) A business tax receipt from Broward County;
- 10 ~~(5) Proof of payment of the tourist development tax to Broward County;~~
- 11 ~~(5) A Florida Department of Revenue certificate of registration for purposes of~~
12 ~~collecting and remitting tourist development taxes, sales surtaxes and transient~~
13 ~~rental taxes;~~
- 14 ~~(65)~~ A Florida Department of Business and Professional Regulation license as a
15 transient public lodging establishment;
- 16 ~~(76)~~ An affidavit, demonstrating maintaining initial and on-going compliance
17 with vacation rental standards contained herein, plus any other applicable
18 local, state and federal laws, regulations and standards to include, but not be
19 limited to F.S. ch. 509, and Rules, Chapter 61C and 69A, Florida
20 Administrative Code; and
- 21 ~~(87)~~ The property is not in foreclosure.

22 **Sec. 10-283. - Vacation rental standards.**

23 The following standards shall govern the use of any vacation rental as a permitted
24 use:

- 25 (1) *Minimum life/safety requirements.*
- 26 a. *Swimming pool, spa and hot tub safety.* A swimming pool, spa or hot tub
27 shall comply with the current standards of the Residential Swimming Pool
28 Safety Act, F.S. ch. 515. All fences surrounding pools, spas, or other
29 bodies of water, must have gates that are self-closing / self-latching, and
30 all gates shall remain closed when not in use.
- 31 b. *Sleeping rooms.* All sleeping rooms shall meet the minimum requirements
32 of the Florida Building Code.
- 33 c. *Smoke and carbon monoxide (CO) detection and notification system.* If an
34 interconnected and hard-wired smoke and carbon monoxide (CO)
35 detection and notification system is not in place within the vacation rental
36 unit, then an interconnected, hard-wired smoke alarm and carbon
37 monoxide (CO) alarm system shall be required to be installed and

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maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code — Residential. A 10 year lithium battery smoke alarm may be used in lieu of a hardwired smoke alarm. Smoke alarms shall be installed in all sleeping rooms and one of every level of the dwelling per NFPA1-24.3.4.1.1.

- d. *Fire extinguisher.* A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.
- e. *Emergency contact / responsible party placard.* An emergency contact / responsible party placard shall be mounted on the wall inside the front door. Information on the emergency contact / responsible party placard shall include, but not be limited to, the name of the emergency contact person / responsible party and a telephone number that is accessible 24 hours a day 7 days a week.
- f. *Public safety contact placard.* A placard containing the City’s Police and Fire Department names, and their emergency and non-emergency phone numbers shall be mounted on the wall inside the front door.

(2) *Maximum occupancy.* The following specific site considerations in subsections a.; ~~and b., and c.~~ ~~SHALL LIMIT ANY VACATION RENTAL~~ shall limit any Vacation Rental occupancy to whichever is less:

- a. ~~One (1) person per one hundred fifty (150) gross square feet of permitted, habitable space as defined in the Florida Building Code (5th Ed); and~~
- b. ~~Two (2) persons per sleeping room, meeting the requirements for a sleeping room, plus two (2) additional persons that may sleep in a common area.~~
- c. ~~Occupancy may not exceed three (3) transient occupants per one (1) required off-street parking space, the number of which is determined by the requirements of section 135-080 of the ULDR or for multifamily property in the Transit Oriented Corridor or Arts and Entertainment Zoning Districts, section 030-110 of the ULDR.~~
- a. The maximum number of transient occupants authorized to stay overnight at any vacation rental shall be limited to two (2) persons per sleeping room as defined under the Florida Building Code, plus two (2) additional persons that may sleep in a common area; or
- b. The maximum number of persons allowed to gather at a vacation rental shall not exceed one and one-half (1 ½) times the maximum occupants as

1 shown on the certificate of compliance, and in no event shall a gathering
2 exceed 20 persons on any given property.

3 (3) *Solid waste handling and containment.* Based on the maximum transient
4 occupancy permitted, eCity solid waste containers shall be as required in
5 chapter 16 of this Code. Appropriate screening and storage requirements for
6 solid waste containers shall apply per any development approval and be
7 incorporated into the certificate of compliance. For purposes of this section, no
8 solid waste container shall be placed at curbside for pickup before 6:00 p.m. on
9 the day prior to pickup, and be removed from curbside no later than midnight
10 the day of pickup.

11 (4) *Minimum vacation rental/lease agreement wording.* The vacation rental/lease
12 agreement shall contain the minimum information as provided for in this
13 section 10-283.

14 (5) *Minimum vacation rental lessee information.* The vacation rental lessee shall
15 be provided with a copy of the information required in section 10-283.

16 (6) Designation of a vacation rental responsible party capable of meeting the
17 duties provided in section 10-281.

18 (7) *Advertising.* Any advertising of the vacation rental unit shall conform to
19 information included in the vacation rental certificate of compliance and the
20 property's approval, particularly as this pertains to maximum occupancy.

21 (8) *Sexual offenders and sexual predators.* It is unlawful to allow another person
22 to occupy any residential property as a vacation rental within the City of
23 Wilton Manors, with the knowledge that it will be occupied by a person
24 prohibited from establishing a permanent residence or temporary residence at
25 said residential property pursuant to section 12-9 of this Code, if such place,
26 structure, or part thereof, trailer or other conveyance, is located within two
27 thousand (2,000) feet of any school, day care center, designated public school
28 bus stop, park playground or other place where children regularly congregate
29 as described in article II, chapter 12 of the Code of Ordinances.

30 (9) *Posting of certificate of compliance.* The certificate of compliance shall be
31 posted on the back of or next to the main entrance door and shall include at a
32 minimum the name, address and phone number of the responsible party.

33 (10) *Other standards.* Any other standards contained with the Code of
34 Ordinances and the Unified Land Development Regulations of the City of
35 Wilton Manors to include, but not be limited to: noise, setbacks, stormwater
36 and similar provisions.

37 (11) Video and audio surveillance. If video and/or audio surveillance systems are
38 used, notice shall be posted at minimum on the wall inside the front door.
39 Video and/or audio surveillance systems are prohibited in areas of a rental
40 where one would reasonably expect there to be privacy. These areas include,
41 but are not limited to, bedrooms, bathrooms, closets, and showers.

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2 **Sec. 10-284. - Initial ~~and routine~~ compliance inspections of vacation rentals.**

3 (a) An inspection of the dwelling unit for compliance with this section is required
4 prior to issuance of an initial vacation rental certificate of compliance. If violations
5 are found, all violations must be corrected and the dwelling unit must be re-
6 inspected prior to issuance of the initial vacation rental certificate of compliance as
7 provided herein.

8 (b) Once issued, a vacation rental unit must be properly maintained in accordance
9 with the vacation rental standards required herein, and ~~will be re-inspected~~
10 ~~annually. For an inspection, all violations must be corrected and re-inspected within~~
11 ~~thirty (30) calendar days. Failure to correct such inspection deficiencies in the~~
12 ~~timeframes provided shall result in the suspension of the vacation rental certificate~~
13 ~~of compliance until such time as the violations are corrected and re-inspected.~~

14 (c) The property owner or vacation rental responsible party is required to schedule an
15 inspection. If the inspector has made an appointment with the property owner or
16 responsible party to complete an inspection, and the responsible party fails to admit
17 the ~~officer~~ inspector at the scheduled time, the owner shall be charged a "no show"
18 fee in an amount to be determined by resolution of the eCity eCommission of the
19 City of Wilton Manors to cover the inspection expense incurred by the City of
20 Wilton Manors.

21 (d) As part of the initial ~~and subsequent~~ inspections, the City shall ~~be provided annual~~
22 ~~certifications by a qualified inspector that~~ inspect the smoke and carbon monoxide
23 (CO) detection and notification system and inspect the fire extinguishers to ensure
24 they are in good working order.

25 (e) If the inspector(s) is denied admittance by the vacation rental responsible party or
26 if the inspector fails in at least three (3) attempts to complete an initial ~~or~~
27 ~~subsequent~~ inspection of the rental unit, the inspector(s) shall provide notice of
28 failure of inspection to the owner to the address shown on the ~~existing~~ Vacation
29 Rental Certificate of Compliance or the Registration ~~a~~Application for Vacation
30 Rental.

31 (1) For an the initial inspection, the notice of failure of inspection results in the
32 certificate of compliance not being issued; the vacation rental is not permitted
33 to operate without a valid certificate of compliance.

34 (2) ~~For a subsequent inspection, the notice of failure of inspection is considered a~~
35 ~~violation pursuant to subsection 10-284 above and is subject to enforcement~~
36 ~~remedies as provided herein.~~

37 **Sec. 10-285. - Registration not transferable.**

38 No registration issued under this article shall be transferred or assigned or used by
39 any person other than the one to whom it is issued, or at any location other than the one
40 for which it is issued.

1 **Sec. 10-286. - Expiration of registration.**

2 All registrations issued under the provisions of this article shall be valid for no
3 more than one (1) year, and all registrations shall expire on September 30th of each
4 year. Registrations that are not renewed by October 1 of each year may be renewed up
5 to the last business day in September of that year without paying a late renewal fee.
6 Owners and responsible parties who do not renew their registrations before the last
7 business day in September shall pay the appropriate late renewal fee as established by
8 resolution of the eCity eCommission of the City of Wilton Manors.

9 **Sec. 10-287. - Revocation.**

10 (a) Any certificate of compliance issued pursuant to this article may be denied,
11 revoked, or suspended by the eCity ~~m~~Manager or the City Manager's designee
12 upon the adjudication of a violation of this article, any City of Wilton Manors
13 ordinance, or state law by the responsible party, property owner, transient occupant
14 attributable to the property for which the certificate of compliance is issued. Such
15 denial, revocation or suspension is in addition to any other penalty provided herein.

16 (b) *Offenses/violations.*

17 (1) Non-compliance with any provisions of this article shall constitute a violation
18 of this article.

19 (2) *Separate violations.* Each day a violation exists shall constitute a separate and
20 distinct violation, except that occupancy violations shall be governed by
21 subsection 10-287(5).

22 (c) *Remedies/enforcement.*

23 (1) Violations of this article shall be subject to penalties as part of a progressive
24 enforcement program with the primary focus on compliance and compatibility
25 with adjoining properties, versus penalties and legal actions. To accomplish a
26 safe and effective vacation rental program it is key that vacation rental
27 responsible parties are responsive and responsible in the management of the
28 property for compliance with this section. Code enforcement activities will be
29 in accordance with F.S. ch. 162 and the Code of Ordinance of the City of
30 Wilton Manors.

31 (2) *Additional remedies.* Nothing contained herein shall prevent the City of
32 Wilton Manors from seeking all other available remedies which may include,
33 but not be limited to, suspension or revocation of a vacation rental certificate
34 of compliance, injunctive relief, liens and other civil and criminal penalties as
35 provided by law, as well as referral to other enforcing agencies.

36 (d) *Suspension of vacation rental certificate of compliance.* In addition to any fines
37 and any other remedies described herein or provided for by law, a sSpecial
38 mMagistrate may suspend a vacation rental certificate of compliance in accordance
39 with the following:

40 (1) *Suspension time frames.*

- 1 a. Upon a third violation of this article the vacation rental certificate of
- 2 compliance shall be suspended for a period of seven (7) calendar days.
- 3 b. Upon a fourth violation of this article the vacation rental certificate of
- 4 compliance shall be suspended for a period of thirty (30) calendar days.
- 5 c. For each additional violation of this article the vacation rental certificate
- 6 of compliance shall be suspended for an additional thirty (30) calendar
- 7 days up to a maximum period of twelve (12) months. For example, the
- 8 fifth violation shall be for sixty (60) calendar days; the sixth violation shall
- 9 be for ninety (90) calendar days, and so on.

10 (2) *Suspension restrictions.* A vacation rental may not provide transient
 11 occupancy during any period of suspension of a vacation rental certificate of
 12 compliance.

- 13 a. The suspension shall begin immediately following notice, commencing
- 14 either:
 - 15 1. At the end of the current vacation rental lease period; or
 - 16 2. Within thirty (30) calendar days, whichever date commences earlier,
 - 17 or as otherwise determined by the special magistrate.
- 18 b. Operation during any period of suspension shall be deemed a violation
- 19 pursuant to this article and shall be subject to daily fine, up to one
- 20 thousand dollars (\$1,000.00) or to the maximum amount as otherwise
- 21 provided in Florida Statutes for repeat violations, for each day that the
- 22 vacation rental operates during a period of violation.

23 (e) *Number of violations.* For purposes of this section only, violations shall be
 24 considered per the rental period or per every seven (7) days, whichever is less and
 25 for only those violations in which a code enforcement citation or criminal charge
 26 was issued. Violations could potentially occur over multiple times over the same
 27 rental period.

28 **Sec. 10-288. - Complaints.**

29 Whenever a violation of this article occurs, or is alleged to have occurred, any
 30 person may file a written complaint. Such complaint, stating fully the causes and basis
 31 thereof, shall be filed with the eCity mManager or ~~his or her~~ the City Manager's
 32 designee. The eCity mManager or ~~his or her~~ the City Manager's designee shall
 33 promptly record such complaint, investigate, and take action thereon in accordance with
 34 this article and article III, division 2 of chapter 2 of the Code of Ordinances of the City
 35 of Wilton Manors, Florida.

36 **Sec. 10-289. - Enforcement.**

37 The provisions of this article shall be enforced as provided in chapter 2, article III,
 38 division 2 — Code Enforcement Compliance Special Magistrate, Code of Ordinances of
 39 the City of Wilton Manors, Florida.

1 **Section 3:** All Ordinances or parts of Ordinances, Resolutions or part of
2 Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

3 **Section 4:** If any clause, section, or other part or application of this
4 Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or
5 invalid, such unconstitutional or invalid part or application shall be considered as
6 eliminated and so not affecting the validity of the remaining portions or applications
7 remaining in full force and effect.

8 **Section 5:** It is the intention of the City Commission of the City of Wilton
9 Manors that the provisions of this Ordinance shall become and be made a part of the
10 Code of Ordinances of the City of Wilton Manors, Florida, that the Sections of this
11 ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed
12 to "Section", "Article" or such other word or phrase in order to accomplish such
13 intention.

14 **Section 6:** This Ordinance shall become effective upon passage and
15 adoption.

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PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS 10th DAY OF SEPTEMBER, 2019.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS 21st DAY OF September, 2019.

CITY OF WILTON MANORS, FLORIDA

By: Justin S. Flippen
JUSTIN S. FLIPPEN, MAYOR

ATTEST:

Faith Lombardo
FAITH LOMBARDO
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST
Reading

MAYOR FLIPPEN
VICE MAYOR GREEN
COMMISSIONER CARSON
COMMISSIONER RESNICK
COMMISSIONER ROLLI

aye
aye
aye
absent
aye

I HEREBY CERTIFY that I have approved the form of this Ordinance.

Kerry L. Ezrol
KERRY L. EZROL, ESQ.
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2ND
Reading

MAYOR FLIPPEN
VICE MAYOR GREEN
COMMISSIONER CARSON
COMMISSIONER RESNICK
COMMISSIONER ROLLI

aye
aye
aye
aye
aye