



1 two subcategories: transient public lodging establishment and non-transient public lodging  
2 establishment; and

3 **WHEREAS**, Subsection 509.013(4)(a)1., Florida Statutes (2014), defines transient  
4 public lodging establishment as “any unit, group of units, dwelling, building, or group of  
5 buildings within a single complex of buildings which is rented to guests more than three times in  
6 a calendar year for periods of less than 30 days or one calendar month, whichever is less, or  
7 which is advertised or held out to the public as a place regularly rented to guests.”; and

8 **WHEREAS**, land uses that are transient public lodging establishment, as defined in  
9 Section 509.013, Florida Statutes (2014), are non-residential uses not permitted within City’s  
10 single family residential, town home, two family (duplex) and multi-family zoning districts and  
11 are inconsistent with the City of Wilton Manors Comprehensive Plan Future Land Use Map; and

12 **WHEREAS**, Chapter 2011-119, Laws of Florida, created a new classification of public  
13 lodging establishment known as Vacation Rentals that is defined in Section 509.242(c), Florida  
14 Statutes (2014), as “any unit or group of units in a condominium or cooperative or any  
15 individually or collectively owned single-family, two-family, three-family, or four-family house  
16 or dwelling unit that is also a transient public lodging establishment but that is not a timeshare  
17 project.”; and

18 **WHEREAS**, Subsection 509.032(7), Florida Statutes (2014), provides that local law,  
19 Ordinance, or regulation may not prohibit Vacation Rentals or regulate the duration and  
20 frequency of rental of Vacation Rentals; and

21 **WHEREAS**, the Florida Attorney General opined in Advisory Opinion AGO 2014-09,  
22 that “[t]o the extent a zoning ordinance addresses Vacation Rentals in an attempt to prohibit

1 them in a particular area where residences are otherwise allowed, it would appear that a local  
2 government would have exceeded the regulatory authority granted in section 509.032(7)(b),  
3 Florida Statutes.”; and

4 **WHEREAS**, unregulated Vacation Rentals can create disproportionate impacts related to  
5 their size, excessive occupancy, and lack of proper facilities; and

6 **WHEREAS**, the presence of Vacation Rentals within residential dwelling units in  
7 established residential neighborhoods can create negative compatibility impacts, among which  
8 include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and  
9 diminished public safety; and

10 **WHEREAS**, the other classifications of transient public lodging establishments are  
11 subject to stricter development standards, undergo annual inspections, and have more stringent  
12 operational and business requirements; and

13 **WHEREAS**, many residential structures were constructed prior to the enactment of more  
14 current building and fire prevention codes that require minimum life, safety improvements, like  
15 hardwired or interconnected smoke detectors, carbon monoxide detectors, or pool safety drains,  
16 etc.; and

17 **WHEREAS**, Section 509.032(7), Florida Statutes, authorizes local government to  
18 conduct inspections of public lodging establishments for compliance with the Florida Building  
19 Code and the Florida Fire Prevention Code, pursuant to Sections 553.80 and 633.206, Florida  
20 Statutes (2014); and

21 **WHEREAS**, the City of Wilton Manors finds a substantial interest in furthering the  
22 public health, safety and welfare by controlling density, by protecting the residential character of

1 areas designated for residential use, implementing its comprehensive plan, and establishing and  
2 enforcing minimum life safety standards; and

3 **WHEREAS**, if the owner of a short term rental resides on the property as their  
4 permanent residence, the onsite owner will likely manage any vacation rental more restrictively  
5 than any local government regulation because the owner has a direct, vested interest in how the  
6 property the owner resides in is used and maintained.

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

9  
10 **SECTION 1.** That Article XII, entitled Vacation Rental, of Chapter 10, of the Code of  
11 Ordinances of the City of Wilton Manors, Florida, is hereby created to provide as follows:

12 **ARTICLE XII. VACATION RENTAL**

13 **Sec.10-275. Purpose.**

14 The City Commission finds that certain transitory uses of residential property tend to  
15 affect the residential character of the community and may be injurious to the health of the  
16 community. Therefore, it is necessary and in the interest of the public health, safety, and welfare  
17 to monitor and provide reasonable means for citizens of the City of Wilton Manors to mitigate  
18 impacts created by such transitory uses of residential property within the City of Wilton Manors.  
19 It is unlawful for any owner of any property within the geographic bounds of the City of Wilton  
20 Manors, Florida, to rent or operate a Vacation Rental of residential property contrary to the  
21 procedures and regulations established in this Article.

22 **Sec. 10-276. Definitions.**

23 For the purpose of this Article, the following terms, phrases, words, abbreviations and  
24 their derivations shall have the meaning given herein. When not inconsistent with the context,

1 words used in the present tense include the future tense, words in the plural number include the  
2 singular number, and words in the singular number include the plural number. The word "shall  
3 is always mandatory and not merely directory. Words not defined shall be given their meaning as  
4 provided in Part 1, Article 10 of the ULDR.

5 Garbage as defined in Section 13-1 of the Code of Ordinances.

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

8 Responsible party shall mean the owner or the person designated by the owner of the  
9 property to be called upon to answer for the maintenance of the property and the conduct and  
10 acts of occupants of Residential properties.

11 Transient Occupant means any person, or guest or invitee of such person who occupies or  
12 is in actual or apparent control or possession of Residential property for a period of less than  
13 thirty (30) days. It shall be a rebuttable presumption that any person who holds themselves out  
14 as being an occupant or guest of an occupant of the Vacation Rental is a Transient Occupant.

15 Vacation Rental shall mean any unit or group of units in a condominium or cooperative  
16 or any individually or collectively owned Residential property, house or dwelling unit that is  
17 rented to guests more than three times in a calendar year for periods of less than thirty (30) days  
18 or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a  
19 place regularly rented to guests, but that is not a timeshare project.

20 **Sec. 10-277. Registration Required.**

21 (a) It is unlawful for any person to allow another person to occupy any Residential  
22 property as a Vacation Rental within the City of Wilton Manors, or offer such rental services

1 within the City of Wilton Manors, unless the person has registered the Vacation Rental property  
2 with the City of Wilton Manors and has been issued a Certificate of Compliance in accordance  
3 with the provisions of this Article.

4 (b) A person may allow another person to occupy any Residential property as a  
5 Vacation Rental without the issuance of a Certificate of Compliance if:

- 6 1. The Residential property has an effective and valid license as a Vacation  
7 Rental classification of public lodging establishment issued by the Florida  
8 Department of Business and Professional Regulations prior to June 1, 2016;  
9 and,
- 10 2. The Residential property is not in violation of any section of the Code of  
11 Ordinances of the City of Wilton Manors; and,
- 12 3. An application for registration of the Residential property as a Vacation  
13 Rental has been filed pursuant to Section 10-278 and all applicable fees have  
14 been paid; and,
- 15 4. That said occupancy was scheduled prior to June 1, 2016 as evidenced by a  
16 written and validly executed rental agreement or contract provided to the City  
17 Manager no later than August 1, 2016.

18 (c) Notwithstanding anything contained in this Article XII to the contrary, the  
19 following rentals are exempt from the provisions of this Article XII:

- 20 1. A Bed & Breakfast which has been granted conditional use approval pursuant  
21 to Section 050-050 ULDR; and,
- 22 2. If the owner of the Vacation Rental resides on the subject property as their

1                    permanent residence.

2                    **Sec. 10-278. Application for Registration.**

3                    Applications for registration shall set forth at a minimum:

4                    (1)    The legal description of the property offered for rental (i.e., address, lot, folio  
5 number, block and subdivision name);

6                    (2)    Name, address, and phone number of owner of said property;

7                    (3)    Name, address, and emergency contact phone number of Responsible party for  
8 said property, which shall be a twenty-four-hour, seven (7) days a week contact number;

9                    (4)    That the phone number for the Responsible party will be answered twenty-four  
10 (24) hours a day, seven (7) days a week by the Responsible party;

11                    (5)    The website address for any and all websites which the property owner advertises  
12 the Residential property for rent as a Vacation Rental.

13                    (6)    The legal description of all other property owned by the property owner of the  
14 Vacation Rental located within the City of Wilton Manors (i.e., address, lot, folio number, block  
15 and subdivision name)

16                    (7)    Acknowledgements by owner of the following:

17                    a.      That all vehicles associated with the Vacation Rental must be parked on  
18                    hard surface off-street parking provided on the property, and no more than  
19                    one (1) vehicle per bedroom in the Vacation Rental shall be permitted;

20                    b.      That the Residential property, or any other property owned by the titled  
21                    owner of the Residential property, is not in violation of any section of the  
22                    Code of Ordinances of the City of Wilton Manors;

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

1                   considered available for use by Transient Occupants of the property  
2                   subject of the application.

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

4           (9) Proof of registration with the Florida Department of Business and Professional  
5 Regulation of transient public lodging establishment, Florida Department of Revenue for sales  
6 tax collection and Broward County for Tourist Development Tax; and

7           (10) Proof of compliance with Section 10-280.

8           Submission of an incomplete registration application form shall result in rejection of the  
9 application.

10  
11           **Sec. 10-279. Fees For Registration.**

12           The City of Wilton Manors charges reasonable fees for registration to compensate for  
13 administrative expenses. The fees for registration shall be provided for, from time to time, by  
14 resolution adopted by the City Commission of the City of Wilton Manors.

15           **Sec. 10-280. Responsible Party Required.**

16           Whenever any property is required to be registered under this section, the owner shall  
17 appoint a natural person who resides within Broward County, Florida, to serve as the  
18 Responsible party for service of notices as are specified herein, and notices given to the  
19 Responsible party shall be sufficient to satisfy any requirement of notice to the owner. An initial  
20 Responsible party shall be designated and name submitted with the application for registration,  
21 and the City Manager or his or her designee shall thereafter be notified in writing of any change  
22 of Responsible party within fifteen (15) days of such change. Further, it is the affirmative duty of

1 the Responsible party to:

2 (1) Inform all guests, in writing, prior to occupancy of the property of  
3 applicable City of Wilton Manors ordinances concerning noise, vehicle  
4 parking, garbage, residency prohibitions for sexual offenders and  
5 common area usage with a copy of the applicable City of Wilton Manors  
6 ordinances printed in the English language and posted prominently near  
7 the main entrance of the establishment;

8 (2) Maintain all properties under their control in compliance with the  
9 occupancy limits, as specified in the Florida Building Code as determined  
10 by the Building Official or his or her designee and the Code of Ordinances  
11 of the City of Wilton Manors, Florida, as determined by the Director of  
12 Community Development Services or his or her designee;

13 (3) See that the provisions of this Article are complied with and promptly  
14 address any violations of this Article or any violations of law which may  
15 come to the attention of the Responsible party;

16 (4) Be available with authority to address and coordinate solutions to  
17 problems with the rental of the property twenty-four (24) hours a day,  
18 seven (7) days a week;

19 (5) Be situated close enough to the property as to be able to, and shall,  
20 respond to emergency calls within one (1) hour of notification;

21 (6) Keep available a register of all guests, which shall be open to inspection  
22 by authorized personnel of the City of Wilton Manors at all times; and

1           (7) Maintain the entire property free of garbage and litter, provided however,  
2                     that this subsection shall not prohibit the storage of garbage and litter in  
3                     authorized receptacles for collection.

4           **Sec. 10-281. False Information.**

5           It shall be unlawful for any person to give any false or misleading information in  
6 connection with the application for registration required by this Article.

7           **Sec. 10-282. Minimum Requirements for Issuance of a Certificate of Compliance.**

8           The City Manager or his or her designee may issue a Certificate of Compliance to the  
9 applicant upon proof of the following:

10           (1) The owner or Responsible party completes the City of Wilton Manors  
11                     registration application form; and

12           (2) The registration fee has been paid to the City of Wilton Manors.

13           (3) A business tax receipt from the City of Wilton Manors pursuant to Chapter  
14                     15 of the Code of Ordinances;

15           (4) A business tax receipt from Broward County;

16           (5) A Florida Department of Revenue certificate of registration for purposes  
17                     of collecting and remitting tourist development taxes, sales surtaxes and  
18                     transient rental taxes;

19           (6) A Florida Department of Business and Professional Regulation license as  
20                     a transient public lodging establishment;

21           (7) An affidavit, demonstrating maintaining initial and on-going compliance  
22                     with Vacation Rental Standards contained herein, plus any other

1 applicable local, state and federal laws, regulations and standards to  
2 include, but not be limited to Chapter 509, Florida Statutes, and Rules,  
3 Chapter 61C and 69A, Florida Administrative Code; and

4 (8) The property is not in foreclosure.

5 **Sec. 10-283. Vacation Rental Standards.**

6 The following standards shall govern the use of any Vacation Rental as a permitted use:

7 1. Minimum life/safety requirements:

8 a. Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub  
9 shall comply with the current standards of the Residential Swimming Pool  
10 Safety Act, Chapter 515, Florida Statutes.

11 b. Sleeping rooms. All sleeping rooms shall meet the minimum  
12 requirements of the Florida Building Code.

13 c. Smoke and carbon monoxide (CO) detection and notification system. If  
14 an interconnected and hard-wired smoke and carbon monoxide (CO)  
15 detection and notification system is not in place within the Vacation  
16 Rental unit, then an interconnected, hard-wired smoke alarm and carbon  
17 monoxide (CO) alarm system shall be required to be installed and  
18 maintained on a continuing basis consistent with the requirements of  
19 Section R314, Smoke Alarms, and Section R315, Carbon Monoxide  
20 Alarms, of the Florida Building Code – Residential.

21 d. Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire  
22 extinguisher shall be installed, inspected and maintained in accordance

1 with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be  
2 installed on the wall in an open common area or in an enclosed space with  
3 appropriate markings visibly showing the location.

4 2. Maximum occupancy. The following specific site considerations in subsections  
5 a., b., and c. shall limit any Vacation Rental occupancy to whichever is less:

6 a. One (1) person per one hundred fifty (150) gross square feet of permitted,  
7 habitable space as defined in the Florida Building Code (5<sup>th</sup> Ed); and

8 b. Two (2) persons per sleeping room, meeting the requirements for a  
9 sleeping room, plus two (2) additional persons that may sleep in a  
10 common area.

11 c. Occupancy may not exceed three (3) Transient Occupants per one required  
12 (1) off-street parking space, the number of which is determined by the  
13 requirements of Section 135-080 of the ULDR or for multifamily property  
14 in the Transit Oriented Corridor or Arts & Entertainment Zoning Districts,  
15 Section 030-110 of the ULDR.

16 3. Solid Waste Handling And Containment. Based on the maximum transient  
17 occupancy permitted, City solid waste containers shall be as required in Chapter 16 of this Code.  
18 Appropriate screening and storage requirements for solid waste containers shall apply per any  
19 development approval and be incorporated into the Certificate of Compliance. For purposes of  
20 this section, no solid waste container shall be placed at curbside for pickup before 6:00 p.m. on  
21 the day prior to pickup, and be removed from curbside no later than midnight the day of pickup.

22 4. Minimum Vacation Rental/Lease Agreement Wording. The Vacation

1 Rental/lease agreement shall contain the minimum information as provided for in this subsection  
2 10-283.

3 5. Minimum Vacation Rental Lessee Information. The Vacation Rental lessee shall  
4 be provided with a copy of the information required in Section 10-283.

5 6. Designation of a Vacation Rental Responsible Party Capable of Meeting the  
6 Duties Provided in Section 10-281.

7 7. Advertising. Any advertising of the Vacation Rental unit shall conform to  
8 information included in the Vacation Rental Certificate of Compliance and the property's  
9 approval, particularly as this pertains to maximum occupancy.

10 8. Sexual Offenders And Sexual Predators. It is unlawful to allow another person to  
11 occupy any Residential property as a Vacation Rental within the City of Wilton Manors, with the  
12 knowledge that it will be occupied by a person prohibited from establishing a permanent  
13 residence or temporary residence at said Residential property pursuant to section 12-9 of this  
14 Code, if such place, structure, or part thereof, trailer or other conveyance, is located within two  
15 thousand (2,000) feet of any school, day care center, designated public school bus stop, park  
16 playground or other place where children regularly congregate as described in Article II, Chapter  
17 12 of the Code of Ordinances.

18 9. Posting of Certificate of Compliance. The Certificate of Compliance shall be  
19 posted on the back of or next to the main entrance door and shall include at a minimum the  
20 name, address and phone number of the Responsible party.

21 10. Other Standards. Any other standards contained with the Code of Ordinances and  
22 the Unified Land Development Regulations of the City of Wilton Manors to include, but not be

1 limited to: noise, setbacks, stormwater and similar provisions.

2 **Sec. 10-284. Initial and Routine Compliance Inspections of Vacation Rentals.**

3 (1) 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 are found,  
5 all violations must be corrected and the dwelling unit must be re-inspected prior to issuance of  
6 the initial Vacation Rental Certificate of Compliance as provided herein.

7 (2) Once issued, a Vacation Rental unit must be properly maintained in accordance  
8 with the Vacation Rental standards herein and will be re-inspected annually. For an inspection,  
9 all violations must be corrected and re-inspected within thirty (30) calendar days. Failure to  
10 correct such inspection deficiencies in the timeframes provided shall result in the suspension of  
11 the Vacation Rental Certificate of Compliance until such time as the violations are corrected and  
12 re-inspected.

13 (3) The Vacation Rental Responsible party is required to schedule an inspection. If  
14 the inspector has made an appointment with the Responsible party to complete an inspection, and  
15 the Responsible party fails to admit the officer at the scheduled time, the owner shall be charged  
16 a “no show” fee in an amount to be determined by resolution of the City Commission of the City  
17 of Wilton Manors to cover the inspection expense incurred by the City of Wilton Manors.

18 (4) As part of the initial and subsequent inspections, the City shall be provided annual  
19 certifications by a qualified inspector that smoke and carbon monoxide (CO) detection and  
20 notification system and the fire extinguishers are in good working order.

21 (5) If the inspector(s) is denied admittance by the Vacation Rental Responsible party  
22 or if the inspector fails in at least three (3) attempts to complete an initial or subsequent

1 inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the  
2 owner to the address shown on the existing Vacation Rental Certificate of Compliance or the  
3 application for Vacation Rental.

4 (a) For an initial inspection, the notice of failure of inspection results in the  
5 Certificate of Compliance not being issued; the Vacation Rental is not  
6 permitted to operate without a valid Certificate of Compliance.

7 (b) For a subsequent inspection, the notice of failure of inspection is  
8 considered a violation pursuant to subsection 10-284 above and is subject  
9 to enforcement remedies as provided herein.

10 **Sec. 10-285. Registration Not Transferable.**

11 No registration issued under this Article shall be transferred or assigned or used by any  
12 person other than the one to whom it is issued, or at any location other than the one for which it  
13 is issued.

14 **Sec. 10-286. Expiration of Registration.**

15 All registrations issued under the provisions of this Article shall be valid for no more than  
16 one year, and all registrations shall expire on September 30th of each year. Registrations that are  
17 not renewed by October 1 of each year may be renewed up to the last business day in September  
18 of that year without paying a late renewal fee. Owners and Responsible parties who do not renew  
19 their registrations before the last business day in September shall pay the appropriate late  
20 renewal fee as established by resolution of the City Commission of the City of Wilton Manors.

21 **Sec. 10-287. Revocation.**

22 (1) Any Certificate of Compliance issued pursuant to this Article may be denied,

1 revoked, or suspended by the City Manager upon the adjudication of a violation of this Article,  
2 any City of Wilton Manors Ordinance, or state law by the Responsible party, property owner,  
3 Transient Occupant attributable to the property for which the Certificate of Compliance is issued.  
4 Such denial, revocation or suspension is in addition to any other penalty provided herein.

5 (2) Offenses/Violations.

6 a) Non-compliance with any provisions of this Article shall constitute a  
7 violation of this Article.

8 b) Separate Violations. Each day a violation exists shall constitute a separate  
9 and distinct violation, except that occupancy violations shall be governed by subsection  
10 10-287(5).

11 (3) Remedies/Enforcement.

12 (a) Violations of this Article shall be subject to penalties as part of a  
13 progressive enforcement program with the primary focus on compliance  
14 and compatibility with adjoining properties, versus penalties and legal  
15 actions. To accomplish a safe and effective Vacation Rental program it is  
16 key that Vacation Rental Responsible parties are responsive and  
17 responsible in the management of the property for compliance with this  
18 section. Code enforcement activities will be in accordance with Florida  
19 Statutes Chapter 162 and the Code of Ordinance of the City of Wilton  
20 Manors.

21 (b) Additional Remedies. Nothing contained herein shall prevent the City of  
22 Wilton Manors from seeking all other available remedies which may

1 include, but not be limited to, suspension or revocation of a Vacation  
2 Rental Certificate of Compliance, injunctive relief, liens and other civil  
3 and criminal penalties as provided by law, as well as referral to other  
4 enforcing agencies.

5 (4) Suspension of Vacation Rental Certificate of Compliance. In addition to any  
6 finances and any other remedies described herein or provided for by law, a Special Magistrate may  
7 suspend a Vacation Rental Certificate of Compliance in accordance with the following:

8 (a) Suspension time frames.

9 1. Upon a third violation of this Article the Vacation Rental  
10 Certificate of Compliance shall be suspended for a period of seven  
11 (7) calendar days.

12 2. Upon a fourth violation of this Article the Vacation Rental  
13 Certificate of Compliance shall be suspended for a period of thirty  
14 (30) calendar days.

15 3. For each additional violation of this Article the Vacation Rental  
16 Certificate of Compliance shall be suspended for an additional  
17 thirty (30) calendar days up to a maximum period of twelve (12)  
18 months. For example, the fifth violation shall be for sixty (60)  
19 calendar days; the sixth violation shall be for ninety (90) calendar  
20 days, and so on.

21 (b) Suspension Restrictions. A Vacation Rental may not provide transient  
22 occupancy during any period of suspension of a Vacation Rental



1 promptly record such complaint, investigate, and take action thereon in accordance with this  
2 article and Article III, Division 2 of Chapter 2 of the Code of Ordinances of the City of Wilton  
3 Manors, Florida.

4 **Sec. 10-289. Enforcement.**

5 The provisions of this Article shall be enforced as provided in Chapter 2, Article III,  
6 Division 2 - Code Enforcement Special Magistrate, Code of Ordinances of the City of Wilton  
7 Manors, Florida.

8 **SECTION 2. Conflicts.** All ordinances or parts of ordinances, resolutions or part of  
9 resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

10 **SECTION 3. Severability.** If any clause, section, or other part or application of this  
11 Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid,  
12 such unconstitutional or invalid part or application shall be considered as eliminated and so not  
13 affecting the validity of the remaining portions or applications remaining in full force and effect.

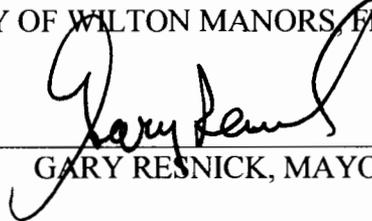
14 **SECTION 4. Codification.** It is the intention of the City Commission of the City of  
15 Wilton Manors that the provisions of this Ordinance shall become and be made a part of the  
16 Code of Ordinances of the City of Wilton Manors, Florida, that the Sections of this ordinance  
17 may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section",  
18 "Article" or such other word or phrase in order to accomplish such intention.

19 **SECTION 5. Effective Date.** This ordinance shall take effect on May 23, 2016.  
20  
21  
22

1  
2 PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF  
3 WILTON MANORS, FLORIDA, THIS 26<sup>th</sup> DAY OF ~~FEBRUARY~~ 2016.

4 January 20

5 CITY OF WILTON MANORS, FLORIDA

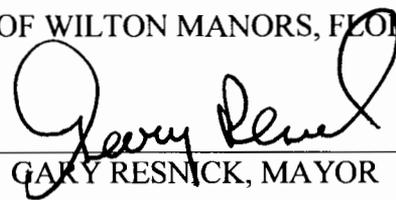
6  
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8 By:   
9 GARY RESNICK, MAYOR

10 RECORD OF COMMISSION VOTE:

11  
12  
13 MAYOR RESNICK aye  
14 VICE MAYOR NEWTON aye  
15 COMMISSIONER CARSON aye  
16 COMMISSIONER FLIPPEN aye  
17 COMMISSIONER GREEN aye  
18

19  
20 PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY  
21 COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS 23<sup>rd</sup> DAY OF  
22 FEBRUARY, 2016.

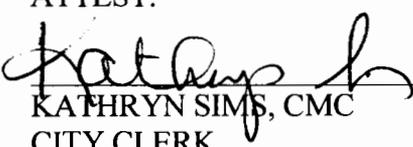
23  
24 CITY OF WILTON MANORS, FLORIDA

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27 By:   
28 GARY RESNICK, MAYOR

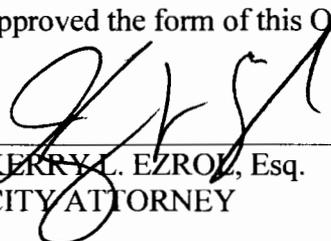
29 RECORD OF COMMISSION VOTE:

30  
31  
32 MAYOR RESNICK aye  
33 VICE MAYOR NEWTON aye  
34 COMMISSIONER CARSON aye  
35 COMMISSIONER FLIPPEN aye  
36 COMMISSIONER GREEN aye  
37

30 ATTEST:

31  
32   
33 KATHRYN SIMS, CMC  
34 CITY CLERK

38 I HEREBY CERTIFY that I have  
39 approved the form of this Ordinance

40  
41  
42   
43 KERRY L. EZROL, Esq.  
44 CITY ATTORNEY

Kerry L. Ezrol  
kezrol@cityatty.com



**GOREN CHEROF  
DOODY & EZROL P.A.**  
ATTORNEYS AT LAW

February 24, 2016

**VIA HAND DELIVERY**

Kathryn Sims, CMC  
City Clerk  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, FL 33305

Re: Ordinance No. 2016-002

Dear Kathryn:

Enclosed for your review and processing, please find the original revised Ordinance No. 2016-002.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to be 'Kerry L. Ezrol', written over the word 'Sincerely,'.

Kerry L. Ezrol, Esq.

KLE:tb  
Enclosure

{00110342.1 2976-9201291 }

Please reply to Fort Lauderdale Office

Fort Lauderdale Office  
3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308. T 954-771-4500 | F 954-771-4923

Delray Beach Office  
76 N.E. Fifth Avenue, Delray Beach, FL 33483. T 561-276-9400

[www.cityatty.com](http://www.cityatty.com)