

CITY OF FORT PIERCE

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, February 9, 2015 - 8:30 a.m.

City Hall - 2nd Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **New Business**
 - A. Vendor Ordinance Update - Code Compliance Manager
 - B. Proposed Acquisition of Lot Owned by Flagler Development (FDG Rail Holdings), Parcel ID 2410-503-0036-010-3 - Planning Manager
 - C. Annexation Update - Planning Manager
 - D. Proposed Rental Unit Inspection Ordinance - Building Official
5. **Adjournment**

City Commission Conference Agenda

Agenda Item # 4. A.

Meeting Date: 02/09/2015

Re: Vendor Ordinance Update

Submitted For: Nick Mimms, Deputy City Manager, City Manager

SUBJECT:

Vendor Ordinance Update - Code Compliance Manager

Attachments

Vendor Ordinance Update

Form Review

Inbox

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 02/05/2015

Reviewed By

Robert Bradshaw

Date

02/05/2015 08:53 AM

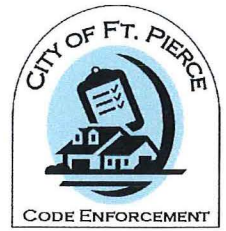
Started On: 01/30/2015 02:07 PM



CITY OF FORT PIERCE

COMMUNITY RESPONSE DIVISIONS
MARGARET M. ARRAIZ, CODE COMPLIANCE MANAGER

Protecting the health, safety and welfare of our community



TO: The Honorable Mayor & City Commissioners
THROUGH: Robert Bradshaw, City Manager
FROM: Peggy Arraiz, Code Compliance Manager
RE: Vendor Ordinance Update
DATE: January 29, 2015



Background Summary

- In September 2014, the City Commission adopted the Mobile Vendor Ordinance.
- The Ordinance went into effect October 1, 2014.
- Staff anticipated a large influx of applicants, which would help identify any potential problems or issues with the Ordinance that may need to be amended.
- The Commission requested an evaluation of the ordinance be provided to the Commission at the beginning of 2015.

Permit Activity

- During the month of October, numerous requests for information were made at the City Clerk's office.
- Several packets that included a check-list of required items and necessary documents were handed out.
- No applications were submitted in October or November 2014.
- A single Seasonal Sales permit for Christmas trees was issued in December.
- In January 2015, a single completed application packet was submitted and the first mobile vendor permit was issued. Location – Home Depot.

List of Complaints / Barriers to Entry

- Distance restrictions are the number one complaint my office has received. The Commission has provided a remedy by allowing a waiver of distance request; however, there is a \$250 cost to process such request.
 - Option 1 – make no change.
 - Option 2 – remove or amend the distance restrictions.
 - Option 3 – remove or amend the cost for a waiver of distance request.
- Initial cost is the second most popular complaint my office has received. The fee for the State license \$547 (\$50 application, \$150 plan review, \$347 annual license fee) and is required for all food service carts. The fee for the City license is \$500 (\$100 application, \$150 plan review, \$250 annual license fee). This was discussed in detail by the Commission and was determined to be a reasonable amount for a small business start-up.
 - Option 1 – make no change
 - Option 2 – amend the current fee schedule.

- A few criminal background complaints were received, however, I spoke with each individual and based upon the information provided believe that they would all have been approved. I shared that opinion with the complainants and encouraged them to complete and submit an application. Staff does not recommend making any changes to the current provision.
- Requirement to remove the unit daily was another complaint our office received. Staff does not recommend making any changes to the current provision.

Current Evaluation

- The City Commission adopted an ordinance that provides opportunities for small businesses to operate without placing an undue burden on existing bricks and mortar operations. The requirements, fees and guidelines were established with enough constraints so that only those individuals with a sincere wish to establish a startup business would undertake the task, but not overly restrictive as to completely prohibit such businesses.
- Staff intends to bring an amended ordinance back to the City Commission to address a few errors and omissions or minor wording changes. Example – request was made by the Planning Department to change “Variance Request” to “Waiver of Distance”. If the Commission wishes to amend any of the issues addressed above, they will be incorporated in the newly amended ordinance.

City Commission Conference Agenda

Agenda Item # 4. B.

Meeting Date: 02/09/2015

Re: Proposed Acquisition of lot owned by Flagler Development

Submitted For: Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

SUBJECT:

Proposed Acquisition of Lot Owned by Flagler Development (FDG Rail Holdings), Parcel ID 2410-503-0036-010-3 - Planning Manager

Attachments

[Staff Memo](#)

[Site A Aerial](#)

[Property Card for Site A](#)

[Site B Aerial](#)

[Site B Property Card](#)

[City Attorney Memo](#)

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	02/05/2015 08:09 AM
City Manager	Robert Bradshaw	02/05/2015 08:53 AM
Form Started By: Rebecca Grohall		Started On: 02/03/2015 10:46 AM
Final Approval Date: 02/05/2015		



CITY OF FORT PIERCE

PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

TO: HONORABLE MAYOR AND CITY COMMISSIONERS
ROBERT BRADSHAW, CITY MANAGER
NICK MIMMS, DEPUTY CITY MANAGER

FROM: REBECCA GROHALL, PLANNING MANAGER

RE: FLAGLER DEVELOPMENT CORP.

DATE: FEBRUARY 2, 2015

Pursuant to a request from the City Manager's office to examine these parcels, the Planning Staff has looked at the attached parcels and suitability for purchase. It's my recommendation that the City give serious consideration to the acquisition to Site A.

Site A: 2410-503-0036-010-3

This parcel is a small strip of land (roughly 9 feet in width) that parallels the FEC right of way between Avenue A and the unopened portion of Avenue B, connecting to a small segment near Moore's Creek. While not much could be done with this land, it would be possible to build a pedestrian way to Moore's Creek, although the unknown impacts of All Aboard Florida may affect this project. For example, if the AAF builds a "sealed corridor" the City may wish to utilize this area with landscaping and a smaller path to lessen the visual impacts.

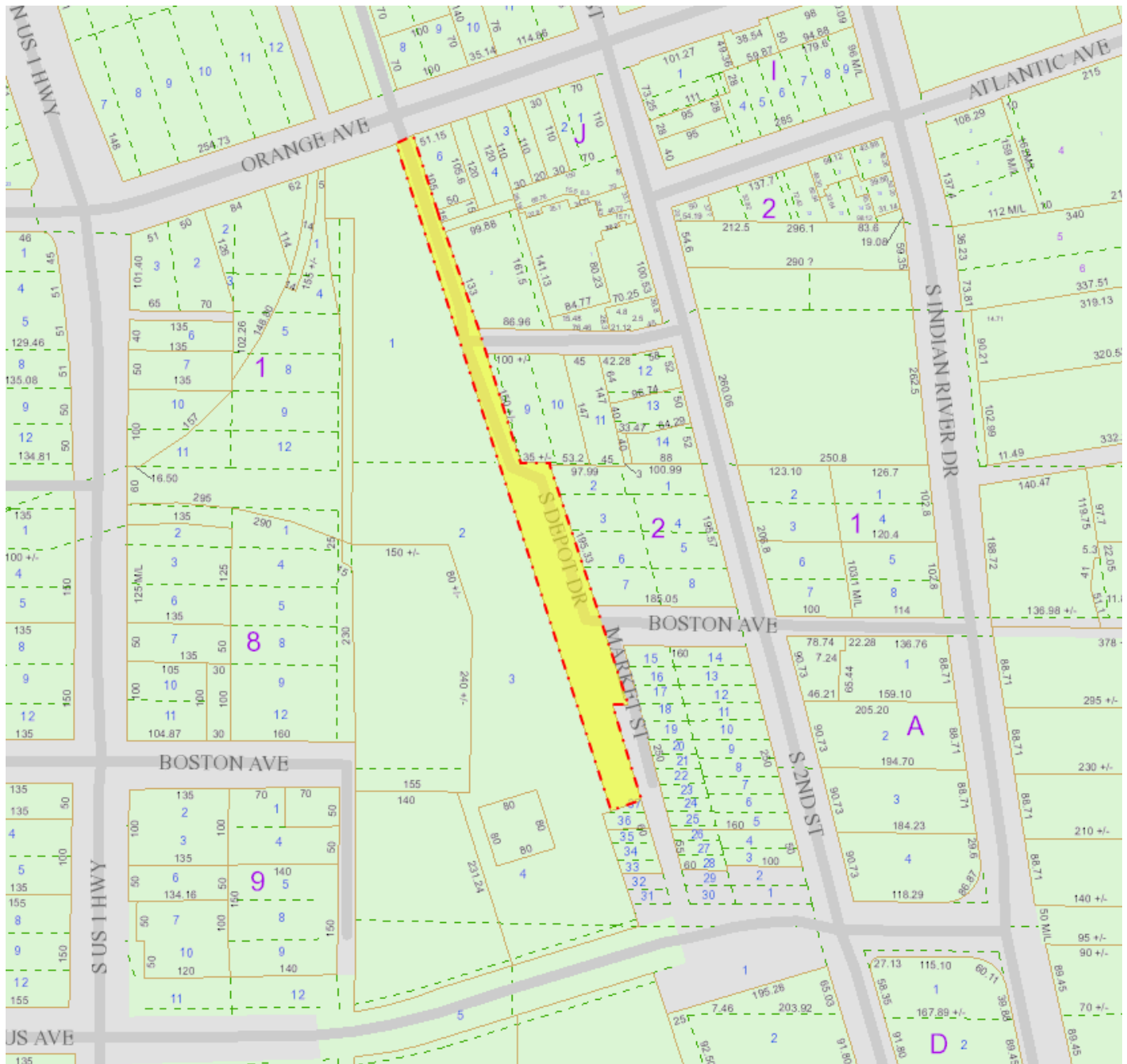


A few sketches of what a pedestrian pathway could look like:



Site B: 2410-805-0005-010-4

This parcel is a strip of land that parallels the FEC right of way between Orange Ave and south of Boston Ave (almost to Citrus). This strip is a mirror of North Depot Drive and currently includes 37 parking spaces as well as a roadway (Depot Drive). It's important to note that much of this area has been built and maintained by the City as a public right of way. In past years, the City Attorney has opined that this land already belongs to the City as the City has improved it with a road and parking spaces. I do suggest following up on a previous suggestion to file a maintenance map and gain clear title to the parcel.



Photos of Site A:



Photos of Site B:



Recommendation/Request of City Commission:

Staff recommends moving forward with acquisition of Site A (north of Avenue A). Representatives from Flagler Development have requested the City send a letter of interest to them to start to the process. In order to initiate acquisition, Staff is requesting Commission give consensus on acquisition. Once negotiation has begun, Staff will bring a contract back to the City Commission for formal action.

Attachments: Aerial Maps
 Letter from City Attorney



Google Earth

© 2014 Google

400 ft



PROPERTY RECORD CARD

FDG Rail Holdings 17 LLC Record: 1 of 1 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address: 208 Avenue A ParcelID: 2410-503-0036-010-3
 Sec/Town/Range: 10:35S:40E Account #: 174050
 Map ID: 24/10B Use Type: CNTRLY ASSED
 Zoning: I1 City/Cnty: Fort Pierce



Ownership and Mailing

Owner: FDG Rail Holdings 17 LLC
 Address: Attn: David Hillegas
 4601 Touchton Rd E Bldg Jacksonville FL 32246-4484
 300 Ste 3200

Legal Description

AARON LEE'S MAP OF FORT PIERCE BLK E THAT PART OF LOTS 7 AND 8 MPDAF: BEG SE COR LOT 8 RUN S 72 55 0
More...

Sales Information

Date	Price	Code	Deed
12/20/2007	100	03	QC
1/1/1900	0		

Assessment 2014

2014 TRIM:	0
Assessed:	0
Ag. Credit:	0
Exempt:	0
Taxable:	0
Taxes:	0

Total Land and Building

Land Value:	0 Acres:	0.07
Building Value:		0
Finished Area:		0 SqFt

BUILDING INFORMATION

No Sketch

No Image

Available

Available

Exterior Features

View:	-	RoofCover:	-	RoofStruct:	-
ExtType:	-	YearBlt:	-	Frame:	-
Grade:	-	EffYrBlt:	-	PrimeWall:	-
StoryHght:	-	No.Units:	-	SecWall:	-

Interior Features

BedRooms:	0	Electric:	-	PmIntWall:	-
FullBath:	0	HeatType:	-	AvgHt/Ft:	-
1/2Bath:	0	HeatFuel:	-	Pm.Flors:	-
%A/C:	0	%Heated:	0	%Sprinkled:	0

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.	No.	Use Type	Type	Measure	Depth
							1	9800-CNTRLY ASSED	N -Acres	0.07	

Land Information

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.



Orange Ave

Atlantic Ave

St Andrews Ln

707

Depot Dr

St Paul St

Boston Ave

St Indian River Dr

Google earth

© 2014 Google

400 ft



PROPERTY RECORD CARD

FDG Rail Holdings 17 LLC Record: 1 of 1 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Property Identification

Site Address: Depot Dr ParcelID: 2410-805-0005-010-4
 Sec/Town/Range: 10:35S:40E Account #: 174051
 Map ID: 24/10G Use Type: CNTRLY ASSED
 Zoning: II City/Cnty: Fort Pierce



Ownership and Mailing

Owner: FDG Rail Holdings 17 LLC
 Address: 4601 Touchton Rd Bldg 300 Ste 3200
 2nd Fl Jacksonville FL 32246-4485

Legal Description

TYLER'S S/D THAT PART OF LOTS 1-13 MPDAF:BEG NW COR LOT 6,
 M.A.TYLER'S RE-S/D OF LOTS 1,2,3 AND E 1/
More...

Sales Information

Date	Price	Code	Deed	Book/Page
12/20/2007	100	03	QC	2921 / 0900
1/1/1900	0			/

Assessment 2014

2014 TRIM:	0
Assessed:	0
Ag.Credit:	0
Exempt:	
Taxable:	
Taxes:	0

Total Land and Building

Land Value:	0 Acres:	0.88
Building Value:		0
Finished Area:		0 SqFt

BUILDING INFORMATION

No Sketch

No Image

Available

Available

Exterior Features

View:	-	RoofCover:	-	RoofStruct:	-
ExtType:	-	YearBlt:	-	Frame:	-
Grade:	-	EffYrBlt:	-	PrimeWall:	-
StoryHght:	-	No.Units:	-	SecWall:	-

Interior Features

BedRooms:	0	Electric:	-	PrmIntWall:	-
FullBath:	0	HeatType:	-	AvgHt/FI:	-
1/2Bath:	0	HeatFuel:	-	Prm.Flors:	-
%A/C:	0	%Heated:	0	%Sprinkled:	0

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.	Land Information		Measure	Depth	
							No.	Use Type	Type		
							1	9800-CNTRLY ASSED	N -No Land Val	0	0

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

The memo from the City Attorney that is referred to as an attachment is a litigation privileged document and has been removed.

City Commission Conference Agenda

Agenda Item # 4. C.

Meeting Date: 02/09/2015

Re: Annexation Update

Submitted For: Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

SUBJECT:

Annexation Update - Planning Manager

Attachments

Staff Memo

Annexaton Map

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	02/05/2015 08:10 AM
City Manager	Robert Bradshaw	02/05/2015 08:53 AM
Form Started By: Rebecca Grohall		Started On: 02/03/2015 10:57 AM
Final Approval Date: 02/05/2015		



CITY OF FORT PIERCE

PLANNING DEPARTMENT

REBECCA GROHALL, AICP, PLANNING MANAGER
COMPREHENSIVE PLANNING ♦ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ♦ URBAN DESIGN ♦ URBAN FORESTRY ♦ ZONING

TO: Robert Bradshaw, City Manager
Nicholas Mimms, Deputy City Manager
Honorable Mayor and City Commission

FROM: Rebecca Grohall, Planning Manager

RE: Annexation Update

DATE: January 9, 2015

Since September 2013, we have annexed to date 102 parcels through FPUA Annexation Agreements, netting almost 130 acres to the City and approximately \$43,000 annually in ad valorem revenue (based upon current property valuations and millage rates). Additionally Staff has processed a few Voluntary Annexations that were initiated by property owners and an annexation for 114 acres on Midway Road is being processed. In terms of population growth, these have netted the City 57 new residents as we have tried to focus on Commercial and Industrial properties.

We have done a lot of intense background research into annexations. We have met several times with FPUA to review their procedures for annexation agreements, as they are currently the primary conduit for annexing properties into the City. Through the extension of water and sewer, the City has one of its primary opportunities to grow its boundaries. When FPUA provides water and/or sewer to a customer outside the City limits, they sign an annexation agreement that indicates that when they are contiguous to the City boundaries, they consent to voluntary annexation.

As a recap: the Florida Statutes outline several courses of action for annexation. The two most utilized methods are outlined in Chapter 171, Part 1 as voluntary and involuntary.

Voluntary Annexation – Section 171.044 of the Florida Statutes allow a city to annex property if consent of the owners of the property is granted, they must be contiguous and reasonably compact to the municipality. These annexations are done through Ordinance and the public hearing process. We can continue with this option, however, its time consuming AND it only adds more to the patchwork, utilizing this method does not actually achieve squaring off boundaries (see map on page 5). Additionally, some properties that have FPUA agreements are not contiguous – which only protracts the time frame.

Involuntary Annexation – Section 171.0413. The municipality may pass an ordinance to annex property (similar to voluntary annexation), however, the Ordinance does not become effective until a majority vote is received in a referendum held within 30 days.

Several other options exist including Enclave Annexation, Interlocal Service Boundary Agreements and Annexation by Legislation.

A. Enclave Annexation – as outlined in 171.046 F.S. The Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and declares that it is the policy of the state to eliminate enclaves. In order to expedite the annexation of enclaves of 10 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may annex an enclave by interlocal agreement with the county having jurisdiction of the enclave;

B. Interlocal Service Boundary Agreement (ISBA) – 171 Part 2

The Florida Statutes were amended by the Legislature in 2006 to add a second part to the State’s annexation laws. This new Part II retained existing annexation law, which has been in place for many years, and added an alternative approach to annexation that is intended to encourage local government coordination in planning, service delivery, and boundary adjustments due to annexation. ISBA agreements have been utilized as an approach to avoiding conflicts between counties and cities. Several areas have used this tool, successfully including Orange County with City of Ocoee and City of Orlando, and Pinellas County.

C. Annexation by Legislation – Subsection 171.044(4) F.S says the procedures for voluntary annexation shall be “supplemental to any other procedure provide by general or special law”. There are a number of special annexation laws that exist in Florida, including the Gainesville Special Act and the Broward Delegation.

A review of the FPUA process has also indicated another flaw from City Staff perspective. It appears that when a property owner negotiates with FPUA for services, FPUA only ties the primary lot to the Annexation Agreement, without adding the other parcels. That results in developments (or parcels) with multiple lots but often only one lot is a candidate for annexation. This is a policy we would like to see addressed with the new Director of FPUA as it causes issues for the property owner who’s property is now partially under County jurisdiction (unannexed portion) and within City jurisdiction (annexed portion). A perfect example of this is shown below:



Example 1:

The parcels for this church (2428-232-0002-000-7 and 2428-232-0002-020-3) should have been both included in the Annexation Agreement with FPUA. However, when FPUA wrote the Agreement, they included only the flag lot where the Church sits and omitted the smaller parcel, despite both parcels being owned by Sunrise Tabernacle Church. The Church parcel was annexed in December 2007. The sign sits on the lot that was not annexed, and as they need a new sign (electrical and structural permit) the permitting questions are coming up. The “source” of the electrical service runs from the Church (in the City) to the sign (in the County). They are interested in annexing the other parcel, but it doesn’t make a lot of sense that they annexed part of their property at no cost.

Example 2:

Following much the same pattern whereas FPUA does not include all parcels owned by a developer into an Annexation Agreement, parts of the John Carroll and St. Anastasia campus have similar issues. In this instance, by annexing in the last two parcels, the Diocese of Palm Beach can avoid dealing with two jurisdictions on items like site plan approvals, permitting and other municipal services.



Still on the horizon is to meet with the new County Administrator Tipton to broach ideas and opportunities to work together to:

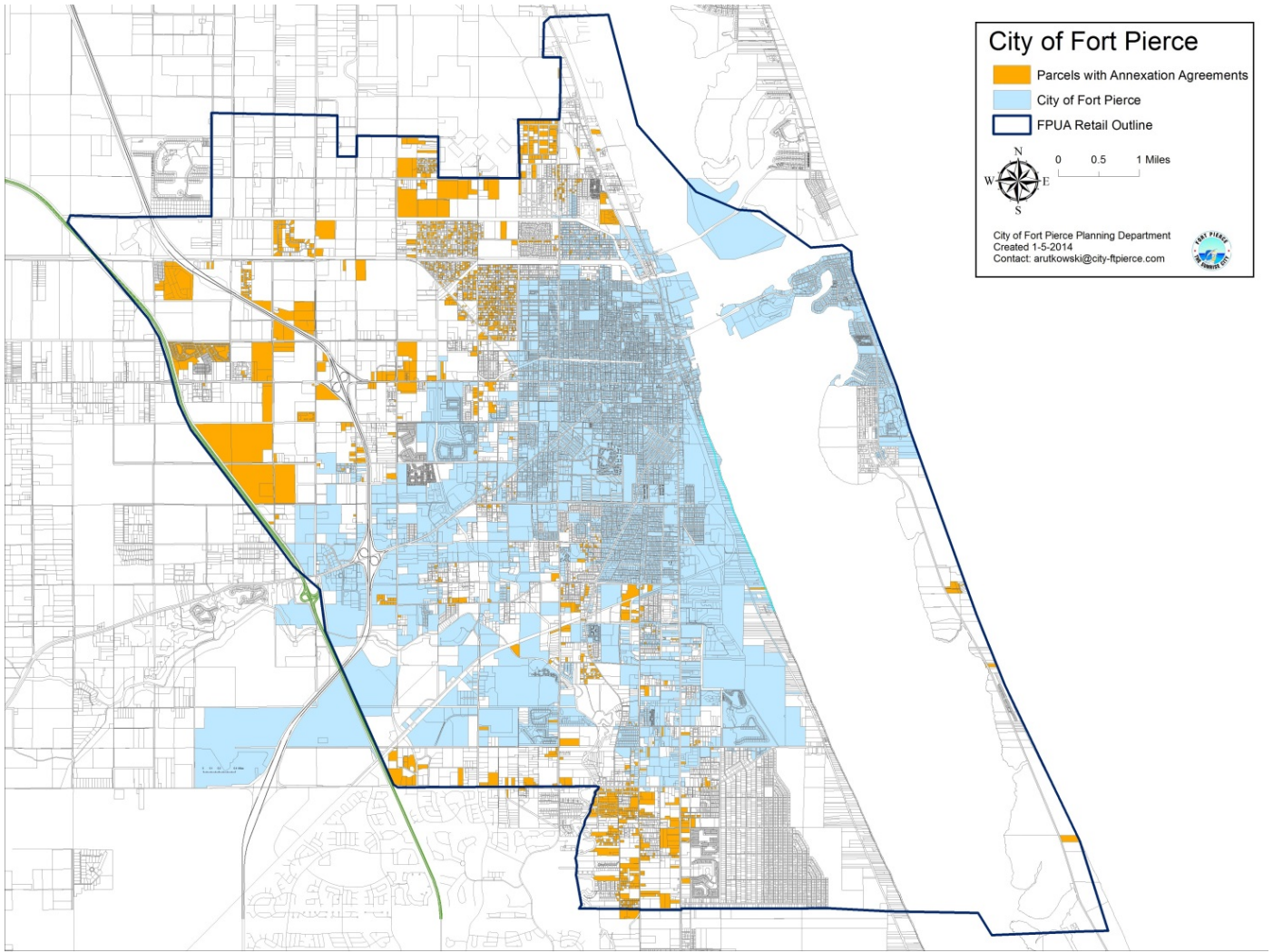
- Revise the current JPA Agreement with St. Lucie County to address Enclave Annexations
- Discuss utilizing the ISBA process
- Consider other opportunities for streamlining the annexation process

Staff has still pursuing several annexations in the Orange Ave corridor, however, lack of connectivity for some contiguity (one of requirements of State Statutes). We are soliciting those owners (who are outside city limits but adjacent) for voluntary annexation. These parcels highlight our biggest challenge - many areas that have FPUA Service Agreements (making them eligible for annexation) as shown in the areas in turquoise on the next map, are not contiguous to the existing City limits (shown as orange parcels on the map). To that extent, City Staff has worked with FPUA Staff to determine if the adjacent parcels are being served with FPUA water and/or sewer, and if the agreements are in place but not reflected in the records. Unfortunately, there appear to be many parcels that are customers of FPUA and outside of the City limits that do not have FPUA agreements; FPUA has indicated that they will not be pursuing Annexation Agreements after the fact.


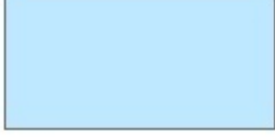

To that end, Staff is proposing feedback from City Commission on the concept of waiving the fee for voluntary annexations. For residentially used parcels, Staff is recommending waiving the fee for one year (which could be extended longer). For Commercial, Industrial and Mixed Use parcels – Staff is requesting waiving the fee but collecting the advertising costs for legal notices and mailed notices. This would hopefully incentivize annexation. Currently, properties that have FPUA annexation agreements are processed at no charge to the property owner, we believe to achieve more annexations – that waiving the fee for voluntary annexations (that are not tied to a FPUA agreement) would assist in this process.

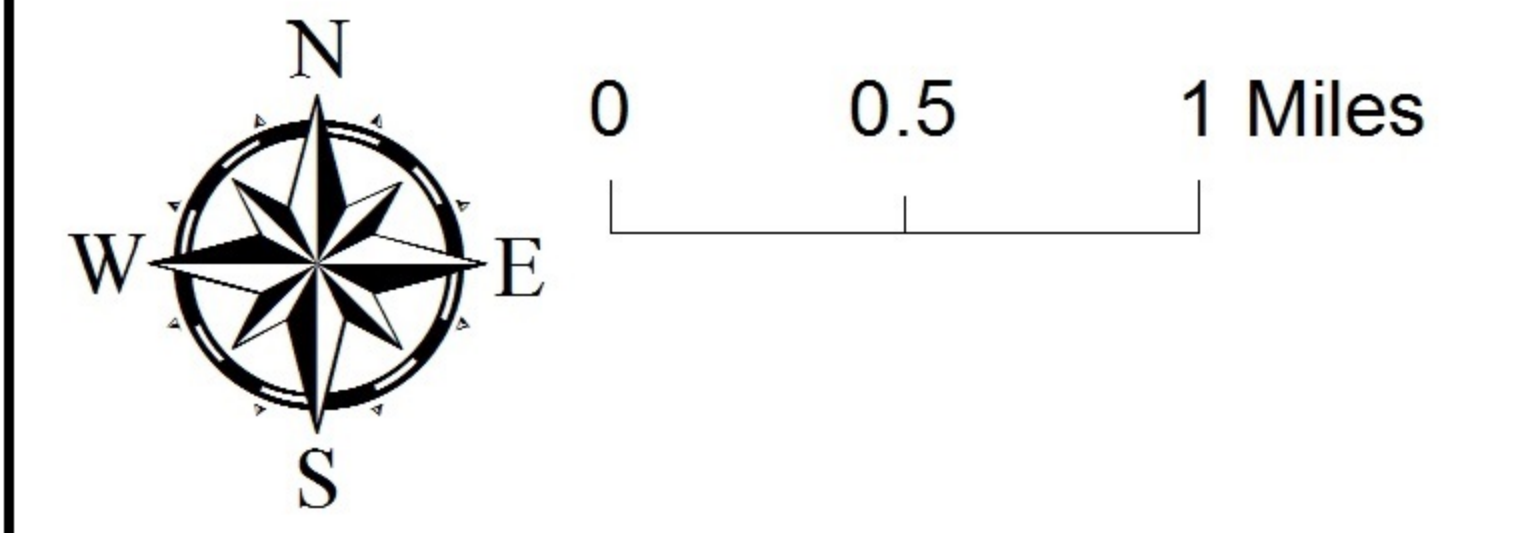
Recommendation/Request of City Commission

Give Staff consensus and direction on preparing a Resolution that waives the Voluntary Annexation fee. The Resolution would be prepared for action on a future City Commission agenda.

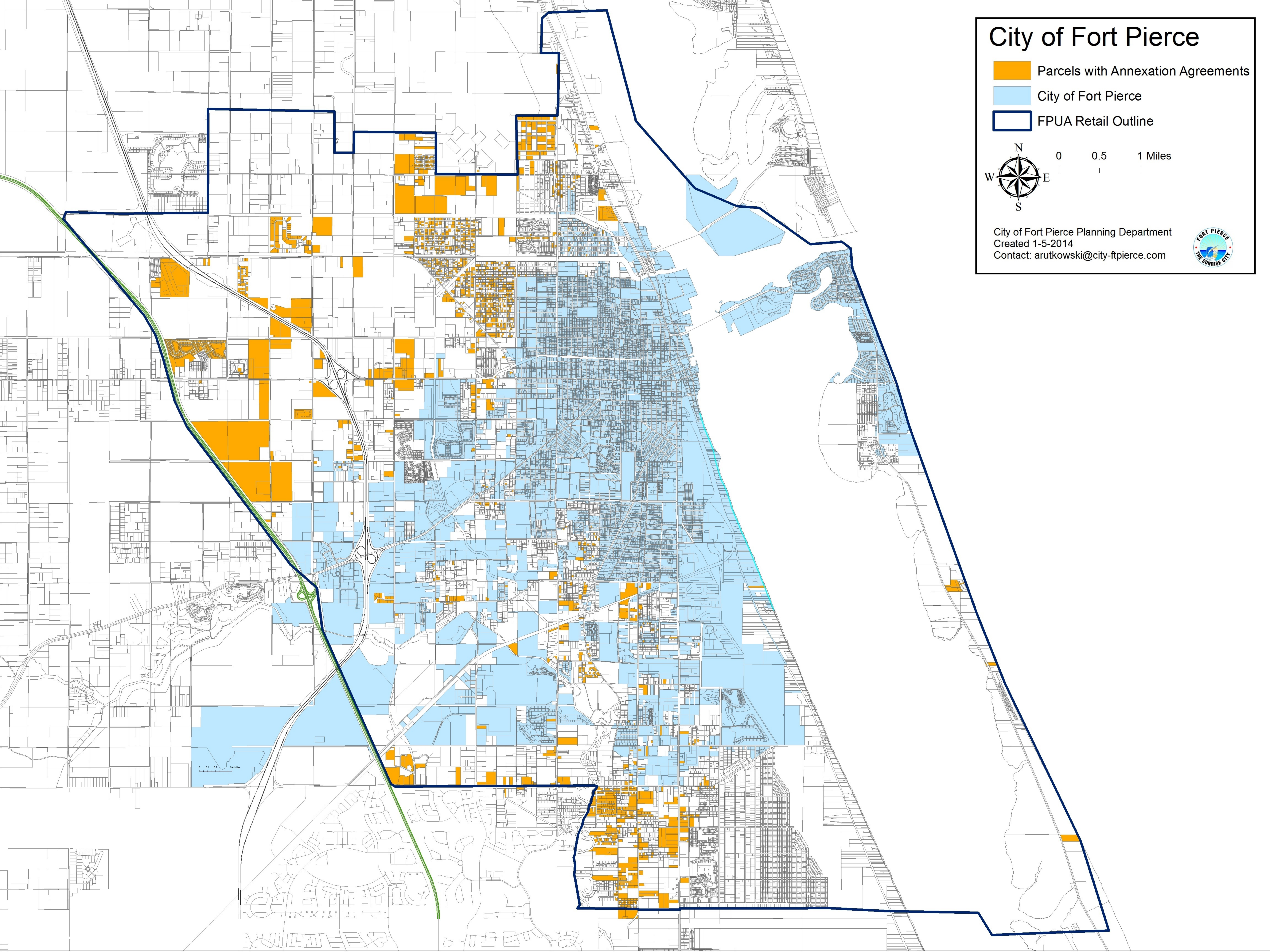


City of Fort Pierce

-  Parcels with Annexation Agreements
-  City of Fort Pierce
-  FPUA Retail Outline



City of Fort Pierce Planning Department
Created 1-5-2014
Contact: arutkowski@city-ftpierce.com



City Commission Conference Agenda

Agenda Item # 4. D.

Meeting Date: 02/09/2015

Re: Proposed Rental Unit Inspection Ordinance

Submitted For: Nick Mimms, Deputy City Manager, City Manager

SUBJECT:

Proposed Rental Unit Inspection Ordinance - Building Official

SUMMARY:

The Building Department compared rental ordinances from Fort Pierce, Leesburg and Daytona Beach. There are positive points from each that can be combined and prepared to create an ordinance for the City of Fort Pierce.

RECOMMENDATION:

The Building Official recommends that we pull the applicable/positive points from each and prepare a new ordinance that will work well for the City of Fort Pierce.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Marc Meyers, Building Official

COORDINATED WITH:

Paul Thomas, Building Administrator
Kristie Kirstein, Senior Permit Specialist

Fiscal Impact

Budgeted Y/N:

Fiscal Year:

Account:

Amount:

OTHER INFORMATION:

No fiscal impact.

Attachments

[Fort Pierce Rental Ordinance No. K-26](#)

[Leesburg Rental Ordinance](#)

[Daytona Beach Rental Ordinance](#)

Form Review

Form Started By: Jennifer Robinson
Final Approval Date: 02/05/2015

Started On: 02/05/2015 09:56 AM

ORDINANCE NO. K-26

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING SECTION 5-366; PROVIDING THAT NO DWELLING MAY BE FURNISHED WITH UTILITY SERVICE WITHOUT INSPECTION; PROHIBITING UTILITY AUTHORITY FROM FURNISHING UTILITY SERVICE TO DWELLING WITHOUT INSPECTION FOR COMPLIANCE WITH MINIMUM HOUSING STANDARDS; PROVIDING INSPECTION STANDARDS; PROVIDING MEANS FOR ENFORCING INSPECTION THROUGH OBTAINING OF WARRANT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are numerous dwellings within the City of Fort Pierce which contain one or more violations of the Standard Housing Code, 1994 edition, as published by the Southern Building Code Congress International, Inc., previously adopted for the City through Section 5-351; and

WHEREAS, such violations present a hazard of fire, impact adversely on the visual attractiveness of the City, present a risk of potential injury to occupants of the dwellings in violation, and otherwise threaten public health, safety and welfare; and

WHEREAS, withholding of approval for utility hook-ups is an effective strategy for obtaining compliance with minimum housing standards.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA as follows:

SECTION 1. Section 5-366 is hereby amended so that the same shall read hereinafter as follows:

Sec. 5-366. Inspections.

a. General. Any duly authorized inspector of the code enforcement agency shall be authorized to make inspections to determine the condition of dwellings, dwelling units, rooming houses, hotels, commercial buildings, and all other buildings and premises within the city in order to safeguard the health, safety, and welfare of the public. The inspector shall be authorized to enter any building or premises as provided by law at any reasonable time, or at such other time as provided under this article, in accordance with the procedures herein prescribed. Except in emergencies endangering the public health,

DENIED PASSAGE - 9/5/00

safety and welfare, the inspector shall enter a building or premises only upon the prior consent of the person lawfully in occupancy thereof or the person having legal right or possession thereof, or in accordance with the provisions of this section or as otherwise authorized by law. The inspector shall further be authorized to obtain a search or inspection warrant to the fullest extent allowed by Section 933.20, et.seq., Florida Statutes, as such statute reads today, or is subsequently amended.

b. An inspection shall be required as a prior condition of activation of utility service by any utility authority to a dwelling, where such service involves an electrical, water or sewer hook-up. It shall be unlawful for any utility authority to activate utility service to any dwelling prior to receipt of notice from the City that the inspection is completed and the dwelling is found to be in compliance with minimum housing standards as incorporated by Section 5-351. The inspection shall be in addition to, and not in place of, any other inspection provided for by any other ordinance, building code or governmental agency, except that it shall not apply to, nor require inspection as to, temporary power services related to construction or site testing.

c. Inspection Standards. Inspections authorized by this section shall be conducted according to the following standards:

i. Inspections conducted for the purpose of facilitating a utility hook-up will be carried out as soon as immediately practicable. If request is made for such inspection in writing by the dwelling owner or possessor, the inspection shall take place in any event no later than five (5) business days of the date the written request is received;

ii. If the inspection reveals one or more violations of the minimum housing standards, the dwelling owner and, if different, its possessor, shall be given immediate written notice of the violation and shall be provided with information on measures necessary to bring the dwelling into compliance;

iii. Inspectors will not remove, alter, or deface any part of a dwelling during the course of inspection nor cause destructive testing to occur, except that electrical panels or other equipment access panels may be removed as necessary.

d. Emergency Access. If the City has reason to believe that the dwelling is in violation of minimum housing standards to the extent that such violation threatens life, safety or property, the City may demand immediate inspection access from the dwellings owner or possessor. Should permission for entry onto or into the premises be withheld the City may obtain a warrant as provided by law from a Court of competent jurisdiction.

e. Enforcement of Access. The provisions of this section may be enforced through proceedings before the Code Enforcement Board as provided by Chapter II, Article XIII, Chapter 933, Florida Statutes, or as otherwise provided for by law.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and shall be of no further force or effect whatsoever.

SECTION 3. This ordinance is and the same shall become effective 120 days after final passage.

DENIED PASSAGE - 9/5/00

Sec. 7-169. - Inspection of rental housing.

To ensure compliance with the Standard Housing Code as adopted in this article, and as amended from time to time, all rental housing within the city shall be inspected as provided in this section, which shall apply to all owners of one (1) or more housing units within the city which are rented to tenants for residential occupancy. This section shall apply to all residential units, including but not limited to single family homes, duplexes, triplexes, apartments, condominiums, and rooming or boarding houses, which are rented to occupants other than the property owner for more than two (2) weeks during any one-year interval.

- (1) The building official or his designee, and the fire marshall, shall have the right to inspect the unit for compliance with the Standard Housing Code and with other applicable codes, including but not limited to the building code, fire code and other health and safety regulations.
- (2) If any code violations are discovered by the inspections, the building official or his designee shall notify the property owner and provide a list of all violations which require corrective action. The property owner shall have not more than ninety (90) days after notice of violations within which to correct the violations. If the violations are deemed detrimental to the health, safety and welfare of the community, the city shall curtail all utility services to the unit until code compliance is achieved, except for temporary utility services as needed for the purposes of renovation or correction of code violations. Once the property owner has completed the process of correcting the violations, the owner shall notify the building official that compliance has been achieved, and shall at that time request a reinspection and the building official shall once again inspect the unit. If code compliance has been achieved the building official shall provide the property owner with written confirmation of compliance. If the violations originally noted have not been remedied, the building official shall again give written notice to the property owner of code deficiencies and the property owner shall have an additional thirty (30) days to remedy the deficiencies. The building official shall reinspect the unit again after the thirty (30) days and if the unit is in compliance shall issue written confirmation as provided above. If the unit is still not in compliance, the building official shall refer the unit to the code enforcement. If upon any reinspection, new code violations are found by the building official, the new violations shall be treated as a new case subject to the time periods for compliance and enforcement remedies provided for in this section.
- (3) Notices under this section shall be in writing, shall include an address or other description of the property sufficient for the owner to identify it, and a description of the code violations which require correction. The notice shall state that if the violations are not remedied within the time provided in this section, the city may institute code enforcement actions or other legal proceedings, and that the unit shall not be rented or occupied until the code violations are remedied in full.
- (4) Notices shall be served on the property owner by certified mail, return receipt requested, and/or first class mail, addressed to the owner at the address provided by the owner to the city clerk when the owner registers under this section. Notice shall also be posted on the rental unit, in a conspicuous place. At the option of the building official, notice may be (but is

not required to be) hand delivered to the property owner, if an individual to his or her usual place of abode to be left with the owner or another occupant of the same address who is sixteen (16) years of age or older, and if a corporation or other entity, with the entity's registered agent as shown on the records of the Florida Secretary of State.

- (5) Violations of this section, including but not limited to failure to achieve code compliance within the times specified, and occupancy of a residential rental unit after notice of violation has been given and prior to issuance of written confirmation of code compliance, may be prosecuted either through the code enforcement process, under section 7-168 of this Code, under section 1-14 of this Code, or in any other manner now or hereafter permitted by law.

(Ord. No. 03-56, § III, 6-9-03)

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ARTICLE VI. RENTAL OF RESIDENTIAL DWELLING UNITS ⁽⁵⁾

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Sec. 26-291. Purpose.

The city recognizes the need for safe, decent, well maintained residential property within the city. The State of Florida regulates residential rental properties with five or more units. This regulation is intended to ensure that residential rental units that are not subject to state regulation meet minimum standards for the health, safety, and welfare of all city residents, and that responsible persons are readily available to respond and take appropriate action when necessary to prevent or remedy the occurrence of nuisances.

(Ord. No. 12-186, § 1, 7-13-2012)

Sec. 26-292. Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

International Property Maintenance Code or property maintenance code refers to the minimum standards for maintenance of residential properties as adopted by the City of Daytona Beach pursuant to Article 19 of the Land Development Code, as it may be amended from time to time.

Residential rental property means the contiguous lot or parcel of real property under single ownership on which one or more residential rental units are located.

Residential rental unit means any building, structure, living unit, room, enclosure, mobile home, or part thereof, located within the city which is rented or offered for rent as the primary

residence of any person, or which is rented or offered for rent to serve or which does serve as the residence of such person for a continuous period of more than 30 days. Residential rental unit does not include living quarters provided by any institution or facility, whether public or private, incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services; a property or unit which is occupied under a contract for sale; transient lodgings occupied for less than a 30-day period and which are not the primary residence of the transient occupant.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-293. Applicability.

The requirements of this article shall apply to all residential rental properties with one to four units located within the city, and the owners of all such units and properties and their agents.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-294. License required.

- (a) It shall be unlawful to rent or lease, or offer to rent or lease, any residential rental unit without a current residential rental license for the unit, a copy of which shall be posted or available at the residential rental property.
- (b) No license shall be issued or renewed for a residential rental unit unless the residential rental property and unit are in compliance with the requirements of this article and applicable provisions of the Land Development Code, and International Property Maintenance Code as adopted in Article 19, LDC.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-295. License application; registration statement.

- (a) Application for a residential rental license for each residential rental unit shall be made in writing on forms supplied by the city.
- (b) The application shall include a registration statement providing the following information:
 - (1) The street address of the residential rental property.
 - (2) The number of residential rental units located on the property, type of each unit (e.g., detached single-family dwelling unit, apartment, sleeping room, etc.), and the unit number or other identifying designation of each unit.
 - (3) Name, address, and phone number of the property owner or owners.
 - (4) Name, address, and phone number of any designated agent authorized to act on behalf of the owner. If the owner is not a natural person, a natural person shall be designated as agent.
 - (5) Name, address, and phone number of any person authorized to make or order made repairs or services for the property, if the person is different than the owner or designated agent.
 - (6) Name, address, and phone number of a natural person 18 years of age or older who can be contacted 24 hours a day, seven days a week, regarding the residential rental unit. This contact person may be the owner, the owner's agent, or any other person other than a resident of the rental unit who has agreed to be the contact person.
- (c) After submission of the application and registration statement, the residential rental property owner or designated agent shall have a continuing obligation to notify the city in writing within

15 calendar days of any change in the information provided in the registration statement. Failure to notify the city of changes shall be a violation of this article.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-296. Inspection; issuance of license and renewal.

- (a) Within 15 working days after receipt of a complete application satisfying the requirements above and the application fee, the city shall inspect the residential rental property and units to determine compliance with all applicable provisions of the Land Development Code, including the property maintenance code, and shall issue the license or provide the applicant with written notice of any defects which must be remedied before a license shall issue.
- (b) The license shall be renewed each year in the same manner as, and concurrent with, the business tax receipt renewal as provided in Chapter 90, Article V, of this Code.
- (c) Each residential rental property and unit regulated by this article shall be reinspected every 24 months, contingent upon department resources and the number of units to be inspected. The city shall maintain a reinspection schedule for currently licensed units. In addition, any currently licensed unit or property may be inspected upon reasonable notice. The property owner and agent shall permit the city to inspect all premises governed by this article to determine compliance, and shall fully cooperate with such inspections. The property owners or their agents shall notify tenants of planned inspections of their residential rental units and shall make every effort to obtain the tenant's written consent to entry for inspection purposes.
- (d) A tenant may request an inspection of the residential rental property or unit in which he or she currently resides if violations of the International Property Maintenance Code are suspected.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-297. Fees.

- (a) There shall be an initial application fee of \$40.00 and an annual license renewal fee of \$15.00.
- (b) There shall be an initial inspection fee of \$50.00 per unit paid upon application and an annual inspection fee assessed of \$68.00 per unit.
- (c) A reinspection fee of \$100.00 will be assessed for every reinspection after the second inspection if the failure to correct noted code violations is due to owner/manager negligence.
- (d) A penalty of ten percent shall be assessed for failure to submit a timely renewal fee during the first month of such delinquency, and an additional five percent penalty shall be assessed for each month of delinquency thereafter.
- (e) Failure to renew within four months of expiration will result in code enforcement action. In addition to the late fee provided in (d), the code board or magistrate may impose any fines and issue any orders authorized by law.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-298. Tenants.

- (a) The owner or designated agent shall maintain a current tenant list at all times. The tenant list shall be available for inspection by the city upon reasonable notice. The contact person shall have possession of the current tenant list which shall be made available promptly in the case of a medical or law enforcement emergency.
- (b) The tenant list shall include for each adult tenant:

- (1) Tenant's full name, date of birth and Florida I.D. or driver's license number.
 - (2) Tenant's signature.
- (c) A blank form which can be used to record the tenant list may be obtained from the city.
(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-299. Enforcement.

- (a) The code enforcement board/special magistrate shall have jurisdiction to enforce the provisions of this article, and any person, firm, corporation, or agent determined to be in violation shall be subject to all penalties and remedies available to the board magistrate as provided by law.
- (b) Any violation of this article may be treated as a civil infraction in accordance with the supplemental municipal code enforcement procedures as set forth in F.S. ch. 162, part II, as may be amended from time to time. Any code enforcement officer designated by the city manager is hereby empowered to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted provision of this article. For a person who does not contest the citation, initial violations shall carry a civil penalty of \$100.00, payable to the city clerk. A person may contest the citation in the county court and shall be subject to a maximum civil penalty imposed by the court of \$500.00.
- (c) The city may institute any appropriate legal action or procedure to bring about compliance or remedy violations of this article.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-300. Violations related to act or omission of tenant.

If a notice of violation arises due to acts or omissions of a tenant, and the tenant fails to make the necessary correction, the property owner or agent shall remedy the condition by whatever means necessary. No adverse action shall be taken against a licensee for failure to remedy a condition related to a tenant during the pendency of a bona fide eviction proceeding against the tenant which is diligently pursued by the licensee.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-301. Suspension or revocation of license.

- (a) Failure to comply with any of the requirements of this article shall subject the licensee to suspension or revocation of the license, in addition to other remedies and penalties provided by law.
- (b) Repeated incidents occurring on the residential rental property which threaten public safety including but not limited to assaults, batteries, robberies, burglaries, prostitution, sexual offenses, or narcotics possession, use, or sales, or other criminal activity, shall be grounds for license revocation.
- (c) Repeated incidents of violation or continuing violation of state or local laws which violations adversely affect the rights of nearby residents to the quiet enjoyment of their property, including but not limited to violations of noise, animal control, solid waste, yard parking, storage, trash, and yard maintenance regulations constitute a public nuisance and shall be grounds for license revocation.
- (d)

Prior to initiating suspension or revocation proceedings, written notice shall be delivered to the owner or designated agent identified in the registration statement. The notice shall specifically identify the provision of this article which has not been complied with, or shall specifically identify the repeated or continuing incidents of violations of state or local laws, and shall state that failure to remedy the violation or further incidents of violations will result in revocation of the residential rental license for all units on the property.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-302. Suspension or revocation hearing.

- (a) If the violation is not corrected after written notice, or if further violations occur, a hearing shall be held to determine whether the license should be suspended or revoked, as follows:
- (1) Written notice to appear and show cause why the license should not be suspended or revoked shall be delivered to the property owner or designated agent identified in the registration statement by person delivery or by certified mail, return receipt requested, to the address of the owner or agent. The notice shall set the date, time, and place for the hearing.
 - (2) The hearing shall be held no sooner than 15 days after service of the notice to show cause. The hearing shall be conducted by the special magistrate appointed by the city commission. The special magistrate shall explain the rules of procedure governing the hearing. The city and the licensee shall have an opportunity to present evidence through witnesses and documentary evidence. All testimony shall be under oath. Testimony and evidence shall be limited to matters directly relating to the pending suspension or revocation. Irrelevant or unduly repetitive testimony or evidence may be excluded. To the maximum extent practicable, the hearing shall be informal. Reasonable cross examination of witnesses shall be permitted, but questioning shall be confined as closely as possible to the scope of direct testimony. The special magistrate may call and question witnesses or request additional evidence as he or she deems necessary and appropriate. The special magistrate shall decide all questions of procedure or standing.
 - (3) Lack of knowledge of, acquiescence, or participation in, or responsibility for, a public nuisance on the part of the licensee or agent shall not be a defense by such licensee or agent. However, proof that the licensee or agent has commenced and is diligently pursuing under state law the process of terminating tenancy and recovering possession of the residential rental unit from the tenant or tenants causing the violations, or has completed such process, shall be a defense.
 - (4) The special magistrate shall render a written decision within 30 days after the hearing concludes. The original shall be filed with the city clerk and a copy shall be delivered to the property owner or designated agent by personal delivery or by certified mail, return receipt requested. In addition, a copy shall be posted at the residential rental property.
 - (5) If the special magistrate finds that the violation or violations have been corrected, that no threat to public safety or public nuisance exists, or that the owner has completed the process of terminating the tenancy of those persons causing the violations, the action shall be dismissed. If the special magistrate finds the owner has commenced and is diligently pursuing the process of terminating tenancy of those persons causing the violations, the special magistrate shall continue the action until completion of the process under state law.
 - (6)

If the special magistrate finds that the violation or violations have not been corrected, or that a threat to public safety or public nuisance exists and has not been corrected, he or she shall issue a final order suspending or revoking the license.

- (7) A licensee aggrieved by a decision of the Special magistrate may challenge the decision as provided by law for appeal of administrative decisions by filing a petition for writ of certiorari with the clerk of the circuit court no later than 30 days after the decision of the hearing officer is filed with the city clerk. The record will consist of the complete record of the proceedings before the special magistrate.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-303. Obligation to terminate tenancies after license revocation.

- (a) If the license is suspended or revoked pursuant to this article, the licensee shall have 15 days from the date of the order to commence proceedings to terminate any existing tenancies and recover possession of the residential rental property and unit or units under state law. The licensee shall diligently pursue the process to completion. Upon request, the licensee shall provide copies of all documents provided to the tenants or filed with the court to the city. After completion of the process and removal of any tenants, no unit or units shall be relet to any person during the period of suspension or revocation.
- (b) Reletting a unit or units during a period of suspension or revocation shall constitute a violation of this article.

(Ord. No. 12-186, § 1, 7-18-2012)

Sec. 26-304. Reinstatement of license after suspension or revocation.

The special magistrate may establish terms and conditions from reinstatement of a license after a period of suspension or revocation, which terms and conditions shall include payment of the reasonable costs of the hearing. An application for reinstatement of a license shall be subject to the same fees and application and inspection process as an original application.

(Ord. No. 12-186, § 1, 7-18-2012)

Secs. 26-305—26-320. Reserved.

FOOTNOTE(S):

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Editor's note— Ord. No. 12-186, adopted July 18, 2012, shall be effective October 1, 2012. ([Back](#))