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AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, AMENDING CHAPTER 7 OF THE CITY'S CODE OF ORDINANCES ENTITLED "LICENSES AND BUSINESS REGULATIONS" BY CREATING ARTICLE XII TO BE ENTITLED "VACATION RENTALS" CREATING SECTION 7-152; CREATING SECTION 7-152 PROVIDING A GENERAL FRAMEWORK FOR THE REGULATION OF VACATION RENTALS; MAKING FINDINGS OF FACTS; PROVIDING FOR ENFORCEMENT; CREATING SECTION 7-153 REQUIRING VACATION RENTAL REGISTRATION; PROVIDING REQUIREMENTS FOR REGISTRATIONS; REQUIRING INSPECTION; SPECIFYING DUTIES OF VACATION RENTAL OWNERS AND ALLOWING AGENTS; CREATING SECTION 7-154 TO PROVIDE FOR MAXIMUM OCCUPANCY AND GRANDFATHERING OF OCCUPANCY; REQUIRING RENTAL AGREEMENT PROVISIONS AND POSTINGS; CREATING SECTION 7-155 PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, Section 509.013, Florida Statutes, provides a distinction between “transient public lodging establishments,” which are rented, or advertised or held out for rental to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less; and “non-transient public lodging establishments,” which are rented, or advertised or held out for rental to guests for periods of at least 30 days or 1 calendar month, whichever is less.

Whereas, Section 509.242(1)(c), Florida Statutes, further provides for a subset of transient public lodging establishments, called “vacation rental” which is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family or four-family house or dwelling unit that is also a transient public lodging establishment, but that is not a timeshare project.

Whereas, it is the intent of this Chapter to regulate vacation rentals as defined by Florida Statutes, as well as other transient public lodging establishments that do not have on-site management, which are located in the single family residential dwelling zoning district of the City of Oakland Park, which is referred to herein as “Vacation Rentals”.

Whereas, in 2014, the Florida Legislature passed Senate Bill 356 (Chapter 2014-71, Laws of Florida), amending that same statute to read “[a] local law, ordinance, or regulation may not prohibit vacation rentals, or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.”

1
2 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**
3 **THE CITY OF OAKLAND PARK, FLORIDA, AS FOLLOWS:**
4

5 **SECTION 1.** The above referenced “Whereas” clauses are true and correct and made a
6 part hereof.
7

8
9 **SECTION 2.** Chapter 7 of the City’s Code of Ordinances entitled “Licenses and
10 Business Regulations” is amended to create Article XII to be entitled “Vacation Rentals”
11 to read as follows:
12

13
14 **SECTION 7-52. VACATION RENTALS**
15

16 **1. Authority, Scope and Purpose.** This section is enacted under the home rule
17 power of the City of Oakland Park in the interest of the health, peace, safety and general
18 welfare.
19

20
21 This section does not prohibit Vacation Rentals, or the duration or frequency of Vacation
22 Rentals, nor is it the intention of the City of Oakland Park to do so, but rather this section
23 is intended to address life safety and compatibility concerns in the interests of the health,
24 peace, safety, and general welfare.
25

26
27 **(a). Findings of Facts**
28

29 Based on information gleaned from the practical first-hand experience and
30 observations of City Commissioners, common sense deductions of City Commissioners
31 based on long term experiences in the City of Oakland Park, information learned by City
32 Commissioners from various residents, information from the U.S. Census and on the
33 Short-Term Rental Housing Restrictions White Paper, prepared by Robinson & Cole,
34 Attorneys at Law, in 2011, prepared for the National Association of Realtors®, the City
35 Commission finds:
36

37 (1) Residents residing within their residential dwellings are inherently
38 familiar with the local surroundings, local weather disturbances, local hurricane
39 evacuation plans, and means of egress from their residential dwellings, thereby
40 minimizing potential risks to themselves and their families.
41

42 (2) In contrast, transient occupants of Vacation Rentals, due to their transient
43 nature, are typically not familiar with local surroundings, local weather disturbances,
44 local hurricane evacuation plans, and means of egress from the Vacation Rentals in

1 which they are staying, thereby increasing potential risks to themselves and their
2 families, and putting an additional burden on, and potentially putting at risk, emergency
3 personnel in the event of an emergency situation.

4
5 (3) Vacation Rentals, left unregulated, can create negative impacts within a
6 residential neighborhood due to excessive noise, parking and traffic problems, excessive
7 use and impact on public services and public works, extreme size and/or greater
8 occupancy.

9
10 (4) Vacation Rentals situated within a residential neighborhood can disturb
11 the quiet nature and atmosphere of the residential neighborhood, and the quiet enjoyment
12 of its residents.

13
14 (5) Vacation Rentals located within established residential neighborhoods
15 can create negative compatibility impacts relating to extreme noise levels, late night
16 activities, on-street parking issues and traffic congestion.

17
18 (6) According to the 2010 U.S. Census, the City of Oakland Park has an
19 average household size of 2.35 persons.

20
21 (7) According to the 2010 U.S. Census, the City of Oakland Park has an
22 average family size of 3.10 persons.

23
24 (8) Vacation Rentals situated in a single-family residential neighborhood can
25 and do create a great disparity in occupancy.

26
27 (9) The presence of on-site management militates against the negative
28 impacts of Vacation Rentals.

29
30 **(b). Definitions**

31
32 The following terms as used in this section are defined as set forth hereinafter:

33
34 “Bedroom” means any room in a Vacation Rental which has a bed or other place for
35 sleeping and a separate closet that is an integral part of the permanent construction within
36 the bedroom or an en suite bathroom, and complies with the Florida Fire Code and
37 Florida Life Safety Code as a bedroom, but shall not include a bathroom, a kitchen, a
38 dining room, or any main living area. If a room has been added, altered, or converted
39 without any required building permit having been granted, such room shall not be
40 deemed a bedroom. If a previously approved bedroom in an one (1) existing vacation
41 rental exists as of the effective date of this code, and does not have a separate closet that
42 is an integral part of the permanent construction of the structure, but rather utilizes an
43 armoire or other furniture piece for clothing storage, the requirement for a closet to
44 qualify as a bedroom is waived.

1
2 “Occupant” means any person who occupies a Vacation Rental overnight.
3

4 “On-site management” means an office located at the site of a transient public lodging
5 establishment that has, no less than eight (8) hours per day, seven (7) days a week, a
6 person or persons physically present on site for purposes of supplying management,
7 rental, and/or maintenance services for that particular transient public lodging
8 establishment, and, when the office is closed, has a person who is available upon one
9 hour’s phone notice to return to the transient public lodging establishment to supply
10 management or maintenance services.
11

12 “Owner occupied” means the Vacation Rental is then occupied by person(s), at the
13 Vacation Rental Owner’s consent, who do not pay rent for the occupancy of the Vacation
14 Rental, when such persons are members of the family of the Vacation Rental Owner.
15 Family shall be defined as any number of individuals related by blood, marriage or legal
16 adoption, and not more than four persons not so related, living together as a single
17 housekeeping unit. Foster children are considered part of a family.
18

19 “Transient public lodging establishments” means any unit, group of units, dwelling,
20 building, or group of buildings within a single complex of buildings which is rented to
21 guests more than three times in a calendar year for periods of less than 30 days or 1
22 calendar month, whichever is less, or which is advertised or held out to the public as a
23 place regularly rented to guests.
24

25 “Vacation Rental” is collectively a vacation rental as defined under Florida Statutes, and
26 any transient public lodging establishment that does not have on-site management, which
27 is located in the single family residential dwelling zoning districts of the City of Oakland
28 Park.
29

30 “Vacation Rental Owner” is the fee simple owner of the Vacation Rental, whether an
31 individual, partnership, corporation, limited liability company, trust, or other entity. In
32 the event the Vacation Rental Owner is not an individual, each and every person who
33 owns 20% or more of the equitable interest in the Vacation Rental shall also be deemed
34 a Vacation Rental Owner. The duties and functions of a Vacation Rental Owner may, at
35 the option of the Vacation Rental Owner, be performed by an agent of the Vacation
36 Rental Owner, so long as the Vacation Rental Owner notifies the City in writing, on a
37 form provided by the City, of the identity and contact information of such agent, and the
38 specific duties that the agent will be performing for the Vacation Rental Owner. The
39 Vacation Rental Owner may change the designation of agent at any time through the
40 filing of a new form and the payment of an administrative fee in an amount as set by
41 resolution by the City Commission. The Vacation Rental Owner shall be held
42 responsible for all actions of such designated agent with respect to the applicable
43 Vacation Rental.
44

1 **(c). Enforcement.**

2
3 Violations of the provisions of the Code of Ordinances relative to Vacation
4 Rentals shall be enforced in accordance with the provisions of Chapter 2 Article VI of
5 the Code of Ordinances, and through fines in accordance with ordinances and resolutions
6 adopted by the City Commission.
7

8
9 **(d). Appeals.**

10
11 Any decision of the Special Master shall be final and shall be rendered in writing
12 in appealable form. Such final decision may be reviewed as permitted under Florida law.
13

14 **(e). Construction of section.**

15
16 This section shall be liberally construed to accomplish its purpose of regulating Vacation
17 Rentals, protecting the residential character of Oakland Park, the health, safety, and
18 general welfare of its residents and visitors, and the quiet enjoyment by Oakland Park's
19 residents of their residential property.
20

21
22 **Section 3.** Chapter 7 of the City's Code of Ordinances entitled "Licenses and
23 Business Regulations" is amended to create Article XII to be entitled "Vacation Rentals",
24 subsection 7-153, to read as follows:
25

26
27 **SECTION 7-53. VACATION RENTAL REGISTRATION**

28
29 **1. Registration required.**

30
31 Prior to the initiation of operating as a Vacation Rental and prior to January 1st for each
32 subsequent year, a Vacation Rental Owner, either personally or through an agent, shall
33 register with the City of Oakland Park utilizing forms promulgated by the City. The City
34 may extend the date that such registration is required by notice on the City's website. A
35 separate registration shall be required for each Vacation Rental. The operation of a
36 Vacation Rental without registration after the date registration is required shall be a
37 violation of this ordinance, except in the instance of providing accommodations to fulfil
38 a pre-existing contract as provided hereinafter. Every day of such operation without
39 registration shall constitute a separate violation.
40

41
42 (a) A Vacation Rental Owner or agent, as applicable, registering a Vacation
43 Rental with the City shall submit to the City a completed registration form,
44 utilizing a form promulgated by the City, together with a registration fee in the

1 amount set by resolution of the City Commission.

2
3 **(b)** A registration form shall include the following submittals:

4
5 (1) A completed Vacation Rental Registration form.

6
7 (2) Payment of applicable fee.

8
9 (3) A copy of the Vacation Rental's current and active license as a transient
10 public lodging establishment with the Florida Department of Business
11 and Professional Regulation, if the registrant is required to have such
12 license.

13
14 (4) A copy of the Vacation Rental's current and active certificate of
15 registration with the Florida Department of Revenue for the purposes of
16 collecting and remitting sales surtaxes, transient rental taxes, and any
17 other taxes required by law to be remitted to the Florida Department of
18 Revenue.

19
20 (5) Evidence of the Vacation Rental's current and active account with the
21 Broward County Tax Collector for the purposes of collecting and
22 remitting tourist development taxes and any other taxes required by law
23 to be remitted to the Broward County Tax Collector.

24
25
26 (6) *Exterior site sketch.* An exterior sketch of the Vacation Rental facility
27 shall be provided. The sketch shall show and identify all structures,
28 pools, spas, hot tubs, fencing, and uses, including areas provided for off-
29 street parking. For purposes of the sketch, off-street parking spaces shall
30 be delineated so as to enable a fixed count of the number of spaces
31 provided. At the option of the Vacation Rental Owner, such sketch may
32 be hand drawn, and need not be professionally prepared.

33
34
35 (7) *Interior building sketch by floor.* A building sketch by floor shall be
36 provided, showing a floor layout identifying all bedrooms, other rooms,
37 exits, hallways, stairways, as applicable. At the option of the Vacation
38 Rental Owner, such sketch may be hand drawn, and need not be
39 professionally prepared.

40
41 **(c)** If a registration form is incomplete, the registrant will be notified of the
42 deficiency, and be allowed ten (10) days to provide any missing information or
43 fees.

1
2 **2. Modification of Vacation Rental Registration.**
3

4 An amendment of a Vacation Rental Registration shall be required in the event
5 that any of the following changes to the Vacation Rental are proposed:
6

- 7 a) An increase in the number of bedrooms in the Vacation Rental.
8
9 b) An increase in the maximum occupancy of the Vacation Rental.
10
11 c) An increase or decrease in the number of parking spaces, or a change in
12 the location of parking spaces for the Vacation Rental.
13
14 d) A change in ownership of the Vacation Rental.
15

16
17 **3. Duration of Vacation Rental Registration.**
18

19 A Vacation Rental Registration shall be valid for one (1) year after the date of
20 registration.
21

22
23 **4. Renewal of Vacation Rental Registration.**
24

25 A Vacation Rental Owner must renew its registration annually prior to the
26 expiration date of the previous Vacation Rental Registration.
27

28 **5. Inspection of Vacation Rentals.**
29

30 (a) Inspection of a Vacation Rental to verify compliance with the Florida
31 Building Code, and the Florida Fire and Life Safety Codes, which governed at
32 the time of completion of the subject construction, shall be required subsequent
33 to the initial registration of the Vacation Rental, and annually after each renewal.
34 If instances of noncompliance are found, all such instances of noncompliance
35 shall be handled as other violations of the Florida Building Code and Florida Fire
36 and Life Safety Codes are otherwise handled in the City. These requirements will
37 not be imposed so as to affect contracts that pre-exist the effective date of this
38 Ordinance.
39

40 (b) Annual inspections shall be made by the City through appointment with
41 the Vacation Rental Owner or agent, as applicable. If a City inspector has made
42 an appointment with Vacation Rental Owner or agent, as applicable, for an
43 inspection, and the City inspector is unable to complete the inspection as a result
44 of an action or inaction of the Vacation Rental Owner or agent, or an occupant

1 of the Vacation Rental, the Vacation Rental Owner shall be charged a "re-
2 inspection" fee in an amount set by resolution of the City Commission to cover
3 the inspection expense incurred. The re-inspection fee shall be paid prior to
4 scheduling the re-inspection. In addition, failure of a Vacation Rental Owner or
5 agent, as applicable, to make the Vacation Rental available for an inspection
6 within twenty (20) days after notification by the City in writing that the City is
7 ready to conduct the annual inspection, shall be a violation of the Code of
8 Ordinances punishable by a fine as may be determined by the Special Master.
9 Such violation shall continue until the inspection is accomplished. Each day that
10 such violation continues shall be a separate violation.

14 **6. Transfer of Vacation Rental Registration**

16 Vacation Rental Registrations are transferable only when the ownership of the Vacation
17 Rental is sold or otherwise transferred, and the new owner has filed a modification of the
18 registration with the City within thirty (30) days from the date of the sale or transfer.
19 Failing such modification of the registration, any outstanding Vacation Rental
20 Registration as to that Vacation Rental shall be null and void on the thirty-first (31st) day
21 after such sale or transfer.

23 **7. Vested Rights/Waiver/Estoppel**

25 A Vacation Rental Registration shall not be construed to establish any vested rights or
26 entitle the registered Vacation Rental to any rights under the theory of estoppel. A
27 Vacation Rental Registration shall not be construed as a waiver of any other requirements
28 contained within the City of Oakland Park City Code or Comprehensive Plan, and is not
29 an approval of any other code requirement outside this section. The registration of a
30 Vacation Rental is not an approval of a use or activity that would otherwise be illegal
31 under Florida law, the Florida Building Code, the Florida Fire Code or Life Safety Code,
32 or in violation of the Oakland Park City Code or Comprehensive Plan.

35 **8. Duties of Vacation Rental Owner.**

37 Every Vacation Rental Owner or agent, as applicable, shall be available by landline or
38 mobile telephone answered by the Vacation Rental Owner or agent at the listed phone
39 number 24-hours a day, seven days a week to respond to police, fire or other emergency
40 personnel requests. Otherwise, response to contact by the City's regulatory personnel
41 shall be required only Monday through Saturday, 9am to 5pm. Failure of the Vacation
42 Rental Owner or agent, as applicable, to fulfil this duty, shall be a violation of this
43 ordinance which shall be punished by fine as set by resolution of the City Commission.

1 **Section 4.** Chapter 7 of the City’s Code of Ordinances entitled “Licenses and
2 Business Regulations” is amended to create Article XII to be entitled “Vacation Rentals”,
3 subsection 7-154, to read as follows:
4

5 **SECTION 7-54 . STANDARDS AND REQUIREMENTS FOR VACATION**
6 **RENTALS**
7

8 The standards and requirements set forth in this section shall apply to the rental,
9 use, and occupancy of Vacation Rentals in the City of Oakland Park.
10

11 **1. Minimum safety and operational requirements.**
12

13 Vacation Rentals in the City of Oakland Park shall meet the applicable standards under
14 the Florida Statutes, Florida Building Code and the Florida Fire Code and Life Safety
15 Code, and each Vacation Rental shall have at least one landline telephone with the ability
16 to call 911.
17

18 **2. Maximum occupancy based on site capacity / limitations / grandfathering.**
19

20 (a) The maximum occupancy of a Vacation Rental shall be stated in the Vacation
21 Rental registration form, and shall be limited to the lesser of:
22

23 (1) Two persons per bedroom that contains one hundred (100) square feet or
24 more, (counting only those rooms that meet the definition of bedroom
25 herein), plus one person per bedroom that contains no less than seventy
26 (70) square feet, but less than one hundred (100) square feet, (counting
27 only those rooms that meet the definition of bedroom herein), plus two
28 persons.
29

30 (2) A total of eight (8) occupants per Vacation Rental. In the event there is
31 more than one building or dwelling on one platted lot, the maximum
32 occupancy shall be capped at eight (8) occupants per lot or structure,
33 whichever is less.
34

35 (b) The maximum occupancy restriction as set forth above shall not apply when
36 the property is Owner occupied by the Vacation Rental Owner.
37

38 (c) Notwithstanding the above, a Vacation Rental that was used as a Vacation
39 Rental as of the effective date of this ordinance may apply for the status of
40 grandfathered for a period of five (5) years, as to occupancy limitations, and
41 may cap its occupancy based upon the following criteria and procedures.
42 Vacation Rentals that have an occupancy of eight (8) or less as determined
43 according to this section will not require grandfathering to maintain that
44 occupancy.

- (1) A grandfathered Vacation Rental shall have its maximum occupancy based upon two persons per bedroom (each bedroom must meet the definition of bedroom herein) at the time of application for grandfather status. A change in the number of bedrooms at the Vacation Rental shall cause such Vacation Rental to lose its grandfathered status.
- (2) The Vacation Rental Owner, or agent, as applicable, ("Grandfathering Applicant"), shall complete a Grandfathering Application as prescribed by the City, which shall be submitted under oath and upon penalty of perjury, and provide verifiable written proof of the number of bedrooms as herein defined in the Vacation Rental.
- (3) The Grandfathering Application and supporting proof shall be submitted to City for review by City staff, and such staff shall make a written determination as to the maximum occupancy of such grandfathered Vacation Rental.
- (4) If the City staff fails to confirm the requested occupancy level, the City of Oakland Park shall notify the Grandfathering Applicant of that fact, and the occupancy level that can be approved, in writing. Within twenty (20) days after such notice, an evidentiary hearing may be requested by the Grandfather Applicant before the Special Magistrate to provide the Grandfathering Applicant an opportunity to provide evidence and/or testimony in support of the occupancy requested. A determination by the Special Magistrate after such evidentiary hearing shall be final. If no hearing is requested during that time period, the occupancy level shall be set at the level determined by the City staff upon initial review.
- (5) An application for grandfathering shall be submitted, if at all, by no later than the time of registration of the Vacation Rental, but not later than three (3) months after adoption of the subject ordinance. If the City extends the date that registration is required, the deadline for the application for grandfathering shall also be extended to the same extended date. If a Vacation Rental has been registered, but a final determination as to the occupancy level based upon grandfathering has not yet been made, such Vacation Rental may allow occupancy up to the occupancy requested in the grandfathering application until such time as a final determination as to occupancy has been made.
- (6) If it is reasonably determined by the City staff that any information supplied to the City of Oakland Park in support of an application for grandfathering was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the City

1 Commission by resolution. If there is such a determination by City staff, the
2 City of Oakland Park shall notify the Grandfathering Applicant of that fact,
3 and within twenty (20) days after such notice, an evidentiary hearing may be
4 requested by the Grandfathering Applicant before the Special Magistrate to
5 provide the Grandfathering Applicant an opportunity to provide evidence
6 and/or testimony to show that the information supplied in support of the
7 application for grandfathering was not intentionally false or fraudulent. The
8 determination by the Special Magistrate after such evidentiary hearing shall
9 be final. If no hearing is requested during that time period, the initial
10 determination by the City staff shall be final.

- 11
12 (7) If a Vacation Rental registration does not exist as to a Vacation Rental for a
13 period in excess of thirteen (13) months, any grandfathering determination
14 shall be deemed abandoned, and shall no longer be applicable to that
15 Vacation Rental.

16
17 **3. Vacation Rental agreements – minimum provisions.**

18
19 Vacation Rentals shall be rented, leased or occupied pursuant to a written rental
20 agreement which contains, at a minimum, the following information:

- 21
22 (a) Maximum occupancy of the Vacation Rental that is consistent with the
23 Vacation Rental Registration.
24
25 (b) The maximum number of vehicles that will be allowed to park at the
26 Vacation Rental. Such number of vehicles shall not exceed the number
27 of parking spaces located at the Vacation Rental as shown in the sketch
28 submitted with the Vacation Rental registration, plus any other legal
29 parking spaces that the Vacation Rental Owner can show are available to
30 the Vacation Rental.
31
32 (c) A statement that a sketch of the permitted off-street parking locations
33 where Occupants may park according to the Vacation Rental Registration
34 sketch and any other legal parking spaces available to the Vacation Rental
35 will be posted at the Vacation Rental.
36
37 (d) A statement that all Occupants must promptly evacuate from the Vacation
38 Rental upon posting of any evacuation order issued by state or local
39 authorities.

- 40
41 (e) A copy of a document to be supplied by the City which includes excerpts from
42 City of Oakland Park ordinance provisions of general application relevant to
43 Vacation Rentals to include solid waste pick-up regulations as specified by resolution
44 of the City, as a lease addendum. The City will make available to Vacation Rental

1 Owners and agents a copy of such document in digital format upon request, and the
2 City will post such document on its website.
3

4 **4. Required providing of Vacation Rental and local information - posting.**
5

6 (a) In each Vacation Rental, there shall be provided, in a prominent location, the
7 following written information:
8

9 (1) The name, address and phone number of the Vacation Rental Owner or
10 agent, as applicable.
11

12 (2) The maximum occupancy of the Vacation Rental.
13

14 (3) A copy of a document to be supplied by the City which includes excerpts
15 from City of Oakland Park ordinance provisions of general application
16 relevant to Vacation Rentals to include solid waste pick-up regulations as
17 specified by resolution of the City, as a lease addendum. The City will
18 make available to Vacation Rental Owners and agents a copy of such
19 document in digital format upon request, and the City will post such
20 document on its website.
21

22 (4) The maximum number of vehicles that can be parked at the Vacation
23 Rental, along with a sketch of the location of the off-street parking spaces.
24

25 (5) The days and times of trash pickup.
26

27 (6) The location of the nearest hospital.
28

29 (b) There shall be posted, next to the interior door of each bedroom a legible copy of
30 a building evacuation map – Minimum 8-1/2" by 11".
31

32 **Section 5.** Chapter 7 of the City’s Code of Ordinances entitled “Licenses and
33 Business Regulations” is amended to create Article XII to be entitled “Vacation Rentals”,
34 subsection 7-155, to read as follows:
35

36 **SECTION 7-55. EXEMPTIONS**
37

38 **Exemption for pre-existing rental agreements**
39

40 Notwithstanding any other provision of this ordinance, rental agreements with
41 prospective Occupants for Vacations Rentals that were pre-existing as of the enactment
42 of this Ordinance, (hereinafter “Pre-existing Agreements”) are exempt from the
43 provisions of this ordinance.
44

1 If a Vacation Rental is cited for a violation of the provisions herein, (that would not be a
2 violation if it were not for this section), when the Vacation Rental is occupied under the
3 terms of a Pre-existing Agreement, the Vacation Rental Owner may defend such
4 violation based on the fact that the Vacation Rental was exempt from the Code of
5 Ordinances due to it being occupied pursuant to a Pre-existing Agreement. Such defense
6 shall be determined based upon the following information, and upon any additional
7 information supplied by the Vacation Rental Owner or otherwise determined by the fact
8 finder:

- 9
- 10 1. Copy of deposit or payment information evidencing that the agreement was a Pre-
- 11 existing Agreement.
- 12 2. Copy of e-mail or other communication evidencing a binding Pre-existing
- 13 agreement.
- 14 3. Information from the Occupant confirming that there was a binding agreement in a
- 15 time-frame to make the agreement as Pre-existing Agreement under this section.
- 16

17 If it is reasonably determined by the City staff, and confirmed by the City's Special
18 Magistrate that any information supplied to the City of Oakland Park in support of an
19 application for exemption, or in support of a defense based upon Pre-existing Agreement,
20 was intentionally false or fraudulent, the person supplying the false or fraudulent
21 information shall be subject to a fine as set by the City Commission by resolution.

22

23 **SECTION 6.** If any clause, section or other part of this Ordinance shall be held by any
24 Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid
25 part shall be considered as eliminated and in no way affecting the validity of the other provisions
26 of this Ordinance.

27

28 **SECTION 7.** All Ordinances or parts of Ordinances in conflict herewith are hereby
29 repealed to the extent of such conflicts.

30

31 **SECTION 8.** It is the intention of the City Commission of the City of Oakland Park,
32 that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances
33 of the City of Oakland Park, Florida, and the Sections of this ordinance may be renumbered, re-
34 lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word
35 or phrase in order to accomplish such intention.

36

37 **SECTION 9.** This Ordinance shall be effective upon its passage and adoption by the
38 City Commission of the City of Oakland Park.

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**PASSED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK,
FLORIDA, ON FIRST READING, THIS 7th, DAY OF FEBRUARY, 2018.**

S. GUEVREKIAN	_____
M. SPARKS	_____
M. CARN	_____
J. ADORNATO	_____
T. LONERGAN	_____

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
OAKLAND PARK, FLORIDA, ON SECOND READING, THIS _____. DAY OF
_____ 2018.**

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. GUEVREKIAN	_____
M. SPARKS	_____
M. CARN	_____
J. ADORNATO	_____
T. LONERGAN	_____

ATTEST:

RENEE M. SHROUT, CMC, CITY CLERK

LEGAL NOTE:
I hereby certify that I have approved the form of this Ordinance. (O-2018-XXX)

DONALD J. DOODY, CITY ATTORNEY