

ORDINANCE NO. C-22-59

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING SECTION 4-1 ENTITLED "DEFINITIONS," TO ADD ADDITIONAL DEFINITIONS; AMENDING SECTION 4-2 ENTITLED "REGISTRATION OF ALARM SYSTEMS; ALARM CERTIFICATE," TO ADD ADDITIONAL LANGUAGE UNDER REQUIRED REGISTRATION THAT CITY MAY PROCURE A THIRD-PARTY SERVICE (VENDOR); AND AMENDING SECTION 4-9 ENTITLED "SERVICE FEE," BY CHANGING COSTS RELATING TO FIRE RESCUE RESPONSE TO AN EMERGENCY ALARM AND ASSOCIATED COSTS, OF THE CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND REPEAL; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida, desires to amend various sections of Chapter 4 – Alarm Systems ("Alarm Systems") by streamlining the process for registering residential and commercial alarm systems and the process for obtaining compliance with the requirements of the Code from commercial and residential property owners and alarm users");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That Section 4-1. - Definitions, of the Code of Ordinances of the City of Fort Lauderdale, Florida, is hereby amended to provide as follows:

Sec. 4.1. - Definitions.

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

Alarm monitoring company means any individual, partnership, corporation, or other entity engaged in or causing the monitoring of any digital, cellular, long range radio or any other alarm monitoring system which is designed to detect intrusion or fire and whose duty it is to notify any law enforcement agency or fire department or emergency rescue agency by any means.

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Alarm user means any person utilizing an emergency alarm system, on the premises, whether or not the person owns the emergency alarm, and whether or not the emergency alarm was purchased or obtained within the city.

Audible alarm means an alarm that sounds a warning bell, buzzer, siren, or other sounding device, that can be heard for fifty (50) feet or more beyond the protected premises.

Customer information means the street address of the premises, the premises owner's name, address and telephone number, and the name, address, and telephone number of any person or entity named by the customer as a contact.

Emergency alarm system means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of a fire, illegal entry, medical emergency, or other activity requiring urgent attention and to which the fire-rescue department or police department is expected to respond, but does not include audible alarms installed in motorized conveyances or city-installed or city-owned emergency alarm systems.

Non-Residential Alarm is an emergency alarm system that is installed in a structure occupied for commercial purposes or the common areas of a structure having 3 or more residential units.

Premises means the building or structure and adjoining property, which is protected by, and upon which is installed, an emergency alarm system.

Property Owner is the individual(s) or entity who holds legal title to the real property or in the case of a multi-residential unit the owner of the specific unit, as set forth on the Broward County Property Appraiser's website.

Registration fee means the amount of money charged by the city to a property owner or alarm user to monitor and be prepared to respond to alarm systems operating within the city which is only a partial reimbursement to the city for the costs it incurs in registering alarm systems.

Residential Alarm is an emergency alarm system that is installed in residences used as a one or two family dwelling and townhouses and other residential structures with an specially identified folio as indicated in the Broward County Property Appraiser's website.

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Service fee is the amount of money charged by the city to a property owner or alarm user for a response to an alarm activation which is only a partial reimbursement to the city for the cost it incurs in responding.

SECTION 2. That Section 4-2. – Registration of Alarm Systems; Alarm Certificate, of the Code of Ordinances of the City of Fort Lauderdale, Florida, is hereby amended to provide as follows:

Sec. 4.2. – Registration of alarm systems; alarm certificate.

(a) Required registration.

(1) Before placing an alarm system into operation, the alarm user shall be responsible for having the alarm system registered with the city and obtaining an alarm certificate in accordance with this chapter. All alarm systems existing on the date this section is adopted shall be registered with the city within ninety (90) calendar days from the effective date of this section.

(2) All alarm systems shall be registered annually by the alarm user with the city. The registration shall be effective from January 1 to December 31 of each calendar year. The initial registration fee shall be fifty dollars (\$50.00). There will be no re-registration fee due the city by the alarm user upon the annual renewal of the alarm system.

(3) Alarm users having more than one (1) alarm system shall be required to have registered each alarm system regardless of the number of buildings or portion thereof in which the alarm system is operating.

(4) The city may procure a third-party service (vendor) to process alarm registrations, issuance of alarm certificates, and for the collection of any applicable fees and late charges.

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SECTION 3. That Section 4-9. – Service Fee, of the Code of Ordinance for the City of Fort Lauderdale, Florida, is hereby amended to provide as follows:

Sec. 4-9. – Service fee.

(a) (1) When the city's police department responds to an alarm at the same premises in excess

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of one (1) time within any twelve-month period, a residential alarm user shall pay a service fee of seventy-five dollars (\$75.00) for the second response; or one hundred dollars (\$100.00) for the third response; or two hundred dollars (\$200.00) for the fourth and fifth responses; and one hundred twenty dollars (\$120.00) for the sixth and subsequent alarm responses.

(2) When the city's police department responds to an alarm at the same premises in excess of one (1) time within any twelve-month period, a non-residential alarm user shall pay a service fee of one hundred twenty-five dollars (\$125.00) for the second response; or one hundred seventy-five (\$175.00) for the third response; two hundred twenty-five dollars (\$225.00) for the fourth response; four hundred twenty-five (\$425.00) for the fifth response and one hundred ninety dollars (\$190.00) for the sixth and subsequent alarm responses.

~~(b) (1) When the city's fire rescue department responds to an alarm at the same premises in excess of one (1) time within any twelve-month period, a residential alarm user shall pay a service fee of two hundred twenty-five dollars (\$225.00) for the second and subsequent alarm responses.~~

~~(2) When the city's fire rescue department responds to an alarm at the same premises in excess of one (1) time within any twelve-month period, a non-residential alarm user shall pay a service fee of four hundred thirteen dollars (\$413.00) for the second and subsequent alarm responses.~~

(b) When the city's fire rescue department responds to an emergency alarm in excess of one (1) time within any twelve (12) month period, the alarm user shall pay a response service fee of one hundred and seventy-six dollars and thirty-one cents (\$176.31) for the second and subsequent alarm responses.

(c) Should the response service fee remain unpaid for a period of thirty (30) days past the date of the notice of the invoice of the ~~service~~ fee as provided in section 4-7~~(b)~~, the city shall send the unpaid fee to a vendor procured by the city, for collections and have a lien on all lands or premises of the alarm user property owner. Such liens shall be prior to all other liens on such lands or premises, except the lien of the state, county and municipal taxes, and shall be on a party with the lien in such state, county and municipal taxes. Such liens may be foreclosed by the city in the matter provided by law.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS. The City intends that this Ordinance will be made part of the Code of Ordinance; that sections of this Ordinance can be

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re-numbered or re-lettered to accomplish codification and, regardless of whether this Ordinance is ever codified, the Ordinance can be re-numbered or re-lettered, and typographical errors that do not affect the intent can be corrected with the authorization of the City Manager, or his designee, without the need for a public hearing.

SECTION 5. That if any clause, section, or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. That this Ordinance shall be in full force and effect upon final passage.

PASSED FIRST READING this 20th day of December, 2022.

PASSED SECOND READING this ____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN