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ORDINANCE NO. 931

**AN ORDINANCE OF THE CITY OF WILTON MANORS,
FLORIDA, REPEALING CHAPTER 7 "FIRE &
SECURITY ALARM SYSTEMS" IN ITS ENTIRETY AND
CREATING CHAPTER 7 "ALARM SYSTEMS";
PROVIDING FOR CONFLICTS, SEVERABILITY,
CODIFICATION AND AN EFFECTIVE DATE.**

WHEREAS, the City of Wilton Manors Police Department has determined that it is necessary to repeal Chapter 7, "Fire and Security Alarm Systems" and create Chapter 7, "Alarm Systems", of the City's Code of Ordinances; and

WHEREAS, the City Commission finds that excessive false alarms unduly burden the Wilton Manors Police Department's limited law enforcement resources. The purpose of this Ordinance is to establish reasonable expectations of alarm users and to ensure that alarm users are held responsible for their use of alarm systems; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents and citizens of the City of Wilton Manors to repeal Chapter 7, "Fire and Security Alarm Systems" and create Chapter 7, "Alarm Systems", of the City's Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

SECTION 2. Chapter 7 of the City's Code of Ordinances, "Fire and Security Alarm Systems", is hereby repealed in its entirety.

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SECTION 3. Chapter 7 of the City’s Code of Ordinances, “Alarm Systems”, is

hereby created as follows:

Chapter 7

This chapter shall be known and cited as the “Alarm Systems Ordinance.”

Section 7.1 Definitions

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

Alarm Administrator means a person or persons designated by the City of Wilton Manors to administer, control and review false alarm reduction efforts and to administer the provisions of this ordinance.

Alarm Company means a person subject to the licensing requirements and/or a company engaged in selling, leasing, installing, servicing or monitoring alarm systems.

Alarm Permit means a permit issued by the City of Wilton Manors allowing the operation of an alarm system within the City of Wilton Manors.

Alarm Signal means a detectable signal; audible or visual, generated by an alarm system, to which law enforcement is, requested to respond.

Alarm System means any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity requiring immediate attention and to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, domestic violence alarms or alarms designed to elicit a medical response.

Alarm User means any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Automatic Dial Protection Device means an automatic dialing device or an automatic telephone dialing alarm system and shall include any system which, upon being activated, automatically initiates to the Wilton Manors Police Department a recorded message or code signal indicating a need for law enforcement response.

Cancellation means the process where response is terminated when the alarm company (designated by the alarm user) notifies the Wilton Manors Police Department that there is not

1 an existing situation at the alarm site requiring police response after an alarm dispatch request.
2 If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the
3 purpose of civil penalty, and no penalty will be assessed.
4

5 **City** means the City of Wilton Manors.
6

7 **False Alarm** means the activation of an alarm system through mechanical or electronic
8 failure, malfunction, improper installation or the negligence of the alarm user, his/her
9 employees or agents, and signals activated to summon law enforcement personnel unless law
10 enforcement response was cancelled by the alarm user or his/her agent before law
11 enforcement personnel arrive at the alarm location. An alarm is false within the meaning of
12 this article when, upon inspection by the Wilton Manors Police Department, evidence
13 indicates that no unauthorized entry, robbery or other such crime was committed or attempted
14 in or on the premises which would have activated a properly functioning alarm system.
15 Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably
16 be determined to have been caused or activated by unusually violent conditions of nature nor
17 does it include other extraordinary circumstances not reasonably subject to control by the
18 alarm user.
19

20 **Local Alarm** means an alarm system that emits a signal at an alarm site that is audible or
21 visible from the exterior of a structure and is not monitored by a remote monitoring facility,
22 whether installed by an alarm company or user.
23

24 **Non-Residential** includes, but is not limited to: small business concerns, churches, schools,
25 pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and
26 industrial structures, warehouses, hotels and motels and nursing homes.
27

28 **Permit Year** means the one year period beginning the day and month on which the alarm
29 permit is issued.
30

31 **Runaway Alarm** means an alarm system that produces repeated alarm signals that do not
32 appear to be caused by separate human action. The Wilton Manors Police Department may in
33 its discretion discontinue police responses to alarm signals from what appears to be a runaway
34 alarm.
35

36 **Section 7.2 Alarm Permit** 37

38 (a) **Permit Required.** No person shall use an alarm system without first obtaining a permit for
39 such alarm system from the City. A fee of \$25.00 is required for the initial registration. A
40 fee of \$25.00 is required for annual renewals, by the day and month on which the alarm
41 permit was issued to be paid to the City through the Police Department. The renewal fee
42 shall be waived if there are no reports of a false alarm for the alarm user during the

1 preceding permit year; however, the alarm user shall be responsible for submitting updated
2 registration information. Each alarm permit shall be assigned a unique permit number,
3 and the user shall provide the permit number to the alarm company to facilitate law
4 enforcement dispatch.

5
6 (b) **Application.** The permit shall be requested on an application form provided by the City.
7 An alarm user has the duty to obtain an application from the City.

8
9 (c) **Transfer of Possession.** When the possession of the premises at which an alarm system is
10 maintained is transferred, the person (user) obtaining possession of the property shall file
11 an application for an alarm permit within thirty (30) days of obtaining possession of the
12 property. Alarm permits are not transferable.

13
14 (d) **Reporting Updated Information.** Whenever the information provided on the alarm permit
15 application changes, the alarm user shall provide correct information to the City within
16 thirty (30) days of the change. In addition, each year after the issuance of the permit,
17 permit holders will receive from the City a form requesting updated information. The
18 permit holder shall complete and return this form to the City when any of the requested
19 information has changed; failure to comply will constitute a violation and may result in a
20 civil penalty.

21
22 (e) **Multiple Alarm Systems.** If an alarm user has one or more alarm systems protecting two
23 or more separate structures having different addresses and/or tenants, a separate permit
24 shall be required for each structure and/or tenant.

25 26 **Section 7.3 Duties of the Alarm User**

27
28 An alarm user shall:

29
30 (a) Obtain an alarm permit;

31
32 (b) Maintain the premises and the alarm system in a method that will reduce or eliminate false
33 alarms;

34
35 (c) Provide the alarm company the permit number (the number must be provided to the police
36 communications center by the alarm company to insure dispatch);

37
38 (d) Deactivate or cause the deactivation of the alarm system within thirty (30) minutes of a
39 false alarm activation;

40
41 (e) Respond or cause a representative to respond to the alarm system's location within thirty
42 (30) minutes when requested by the Wilton Manors Police Department;

1
2 (f) Not manually activate an alarm for any reason other than an occurrence of an event that
3 the alarm system was intended to report or to perform routine maintenance as prescribed
4 by the alarm system provider; and

5
6 (g) Obtain a new permit and pay any associated fees if there is a change in address or
7 ownership of a business or residence.
8

9 **Section 7.4 Use of Licensed Contractors**

10
11 A registered alarm owner or person in control of an alarm system shall not contract or retain
12 an alarm company which is not properly licensed. Unlicensed alarm contracting is a violation
13 of Florida Statutes and punishable by fine and/or imprisonment.
14

15 **Section 7.5 Duties of an Alarm Company**

16
17 An alarm company performing monitoring services shall:

18
19 (a) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine
20 whether an alarm signal is valid before requesting dispatch. Telephone verification shall
21 require, as a minimum that a second call be made to a different number if the first attempt
22 fails to reach an alarm user who can properly identify themselves to attempt to determine
23 whether an alarm signal is valid, EXCEPT in the case of a panic or robbery-in-progress
24 alarm, or in cases where a crime-in-progress has been verified by video and/or audible
25 means.
26

27 (b) Provide alarm user registration number to the communications center to facilitate dispatch
28 and/or cancellations.
29

30 (c) Communicate any available information about the location of the alarm.
31

32 (d) Communicate a cancellation to the law enforcement communications center as soon as
33 possible following a determination that response is unnecessary.
34

35 **Section 7.6 Prohibited Acts**

36
37 (a) It shall be unlawful to activate an alarm system for the purpose of summoning law
38 enforcement when no burglary, robbery or other crime dangerous to life or property is
39 being committed or attempted on the premises, or otherwise to cause a false alarm.
40

41 (b) It shall be unlawful to install, maintain or use an audible alarm system which can sound
42 continually for more than 10 minutes.

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(c) It shall be unlawful to install, maintain or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Wilton Manors Police Department.

Section 7.7 Enforcement of Provisions

(a) **Failure to Register.** Civil penalties for failure to register an alarm shall be assessed against residential alarm users in the amount of \$100.00 and non-residential alarm users in the amount of \$200.00. If the alarm user registers the alarm and pays the required registration fee within ten (10) days of the invoice date for failure to register, the penalty for failure to register the alarm shall be waived.

(b) **Excessive False Alarms.** It is hereby found and determined that two or more false alarms within a permit year is excessive, constitutes a public nuisance and shall be unlawful. Civil penalties for false alarms within a permit year may be assessed against:

RESIDENTIAL alarm user as follows:	
Second, third, and fourth false alarm	\$ 50.00
Fifth, sixth and seventh false alarm	\$100.00
Eighth and ninth false alarm	\$250.00
Tenth and over false alarms	\$500.00

NON-RESIDENTIAL alarm user as follows:	
Second, third, and fourth false alarm	\$100.00
Fifth, sixth and seventh false alarm	\$200.00
Eighth and ninth false alarm	\$500.00
Tenth and over false alarms	\$750.00

(c) **Payment of Civil Penalty(ies).** Civil penalty(ies) shall be due within thirty (30) days from the due date of the invoice.

(d) **Late Charge Assessment.** Every thirty (30) days from the due date of the invoice that an alarm user has failed to make payment of any civil penalty(ies) under this ordinance, a \$25.00 late charge shall be assessed. The alarm user shall also be responsible for any legal fees or costs incurred by the City in the enforcement of this article.

(e) **Discontinuance of Law Enforcement Response.** The failure of an alarm user to make payment of any civil penalty(ies) assessed under this ordinance within thirty (30) days from the due date of the invoice may result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until

1 payment is received. In addition, failure to register and obtain an alarm permit may result
2 in no law enforcement response to an unregistered alarm.

3
4 (f) **Other Civil Penalty(ies)**. Violations not outlined in section 7.7 (a), (b) and (d) will be
5 enforced through the assessment of civil penalty(ies) in the amount of \$100.00 per
6 violation.

7
8 (g) **Collection of Civil Penalty(ies)**. Civil penalty(ies) shall be due to Wilton Manors Police
9 Department, ATTN: Alarm Administrator. It shall be the responsibility of the Police
10 Department to verify that the civil penalty(ies) has been made.

11 12 **Section 7.8 Cancellation**

13
14 Cancellation of an alarm permit shall be utilized by the alarm user when they disconnect their
15 alarm or move from the property.

16 17 **Section 7.9 Appeals**

18
19 (a) **Appeal Process**. Assessments of civil penalty(ies) and other enforcement decisions made
20 under this ordinance may be appealed by filing a written notice of appeal with the Wilton
21 Manors Police Department, ATTN: Alarm Administrator within ten (10) days after the
22 date of notification of the assessment of civil penalty(ies) or other enforcement decision.
23 The failure to give notice of appeal within this time period shall constitute a waiver of the
24 right to contest the assessment of penalty(ies) or other enforcement decision.

25
26 (b) **Administrative Process**. Appeals shall be heard by a special magistrate during an
27 administrative process established by the City. The alarm user shall pay a \$50.00
28 administrative fee for such process. If the special magistrate dismisses the civil
29 penalty(ies) and reverses the enforcement decision, the administrative fee shall be
30 refunded to the alarm user.

31
32 (c) **Appeal Standard**. The special magistrate shall review an appeal from the assessment of
33 civil penalty(ies) or other enforcement decision using a preponderance of the evidence
34 standard. Notwithstanding a determination that the preponderance of the evidence
35 supports the assessment of civil penalty(ies) or other enforcement decision, the special
36 magistrate shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any
37 other enforcement decision where warranted. The special magistrate's decision is subject
38 to review by proceedings in the nature of certiorari. The decision of the special magistrate
39 is final as to administrative remedies within the City, but does not preclude an appeal to
40 any court of competent jurisdiction.

41

1 (d) ***Fees and Costs.*** Fees and costs incurred either as service charges for false alarms, late
2 fees, violations and/or hearing assessments shall constitute a lien against the premises to
3 the same extent as a lien for special assessment, and with the same penalties and same
4 rights of collection for foreclosure sale and forfeitures obtained for special assessment
5 liens, and may be handled in that manner by the City. It shall be unlawful for any person
6 to refuse or fail to pay any cost assessed pursuant to this article. The refusal or failure to
7 make payment within thirty (30) days of being notified of such expenses after assessment
8 or once an appeal has been concluded shall constitute a separate offense against the City.
9

10 **Section 7.10 Government Immunity**

11
12 Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either
13 expressed or implied, of response. Any and all liability and consequential damage resulting
14 from the failure to respond to a notification is hereby disclaimed and governmental immunity
15 as provided by law is retained. By applying for an alarm registration, the alarm user
16 acknowledges that law enforcement response may be influenced by factors such as: the
17 availability of police units, priority of calls, weather conditions, traffic conditions, emergency
18 conditions, staffing levels and prior response history.
19

20 **SECTION 4.** Inclusion in Code. It is the intention of the City Commission of the City
21 of Wilton Manors, Florida, that the provisions of this Ordinance shall become and be made a
22 part of the City of Wilton Manors' Code of Ordinances; and that the sections of this ordinance
23 may be renumbered or re-lettered and the word "ordinance" may be changed to "section,"
24 "article," "division," or such other appropriate word or phrase in order to accomplish such
25 intentions.

26 **SECTION 5.** All laws and ordinances applying to the City of Wilton Manors in
27 conflict with any provisions of this ordinance are hereby repealed.

28 **SECTION 6.** Should any section or provision of this Ordinance or any portion
29 thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not
30 affect the remainder of this Ordinance.

31 **SECTION 7.** This Ordinance shall become effective immediately upon adoption.

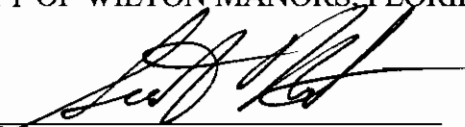
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PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS 25 DAY OF March 2008.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS 8th DAY OF April 2008.

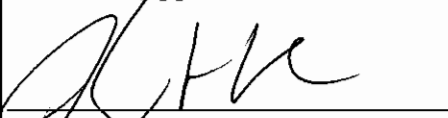
CITY OF WILTON MANORS, FLORIDA

ATTEST:

By: 
SCOTT NEWTON
MAYOR


ANGELA D. SCOTT, CMC/AAE
CITY CLERK

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


KERRY L. EZROL
CITY ATTORNEY



CITY OF WILTON MANORS

"THE ISLAND CITY"

COMMISSION AGENDA REPORT

MEETING DATE: April 8, 2008

From: Richard E. Perez – Police Chief

Prepared by: Julia Kunz – Administrative Coordinator

(a) Subject: Public Hearing and Second Reading of Ordinance No. 931, repealing Chapter 7 "Fire & Security Alarm Systems" in its entirety and creating Chapter 7 "Alarm Systems".

(b) City Manager Recommendation: Recommend approval on Second Reading.

(c) Report In Brief: The purpose of this Ordinance is to encourage alarm users and alarm companies to maintain the operational reliability of alarm systems and to properly use alarm systems in order to reduce or eliminate false/accidental alarm dispatches of police units. Ordinance 931 will mean that no person shall use an alarm system without first obtaining a permit for such alarm system from the City.

(d) Discussion: This ordinance governs systems intended to summon public safety response, requires permits, establishes fees, provides for penalties for violations, and establishes a system of administration.

(e) Strategic Plan Consistency:

Goal 2: Financially Sound City Government

Objective 4: Cost-Effective Delivery of City Services

((f) Concurrences: Wayne Thies, Director/Community Services Department

(g) Fiscal Impact: Revenue Potential

Permit Fee	\$25.00 per alarm system
Failure To Register	\$100 Residential
	\$200 Non Residential
2 nd /3 rd /4 th False	\$100 each
5 th /6 th /7 th False	\$200 each
8 th /9 th False	\$500 each
10 th or more	\$750 each

(h) Alternatives: None

(i) **Attachments:** Proposed Ordinance 931