

1 CITY OF MARGATE, FLORIDA

2  
3 ORDINANCE NO. 2021-4

4  
5  
6 AN ORDINANCE OF THE CITY OF MARGATE, FLORIDA, AMENDING  
7 CHAPTER 9, ADDING NEW ARTICLE V, ENTITLED "RESIDENTIAL  
8 RENTAL UNIT INSPECTION PROGRAM"; PROVIDING FOR PURPOSE  
9 AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR  
10 APPLICATION; PROVIDING FOR INSPECTION; PROVIDING FOR  
11 FEES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR  
12 PENALTIES; PROVIDING FOR DISPUTE; PROVIDING FOR  
13 CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR  
14 SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.  
15

16 WHEREAS, the City Commission of the City of Margate  
17 (hereinafter referred to as the "City") recognizes an  
18 increase in the number of long-term residential rental units  
19 located throughout the City; and

20 WHEREAS, the presence of these units lead to general  
21 decrease in neighborhood and community esthetics; and

22 WHEREAS, in order to ensure that the current owners of  
23 residential dwelling units that are rented for a long-term  
24 are notified, as soon as possible, of violations or any  
25 emergencies related to their property; and

26 WHEREAS, many of these properties are the responsibility  
27 of out-of-state owners and the records of the Broward County  
28 Tax Collector and Broward County Property Appraiser do not  
29 contain all information necessary to contact an owner in case

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1 of a health and safety violation or an emergency; and

2 **WHEREAS**, it is in the best interest of the health and  
3 safety of the citizens of Margate that any violations are  
4 cured as quickly as possible and that residential long-term  
5 rental properties be included within the Residential Rental  
6 Unit Inspection Program which will enable the City to have  
7 better contact information for owners; and

8 **WHEREAS**, it is necessary to off-set the City's cost for  
9 the Residential Rental Unit Inspection Program; and

10 **WHEREAS**, the City Commission of the City of Margate  
11 therefore finds it to be in the best interests of the health,  
12 safety, and welfare of the citizens of Margate to include all  
13 rented residential dwelling units, which are rented for a  
14 long-term, including but not limited to townhomes, rowhouses,  
15 duplexes, and triplexes, within the Residential Rental Unit  
16 Inspection Program and to impose a registration fee; and

17 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF**  
18 **THE CITY OF MARGATE, FLORIDA THAT:**

19 Section 1. The foregoing "WHEREAS" clauses are  
20 hereby ratified and confirmed as being true and correct, and  
21 are hereby incorporated herein and made a part hereof.

22 Section 2. That Chapter 9 - Buildings, of the City

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1 of Margate's Code of Ordinances, is hereby amended to provide  
2 for new Article V, Residential Rental Unit Inspection Program  
3 as follows:

4 Article V - Residential Rental Unit Inspection Program

5 Sec. 9-36 *Purpose and intent.* This Article shall be known  
6 as the "Residential Rental Unit Inspection Program" The  
7 purpose of the Program is to create a database of current  
8 and accurate information required to contact a property  
9 owner, or designated entity, regarding health or safety  
10 violations, minimum housing code complaints, or emergency  
11 situations at long term residential rental units. The  
12 Program's further purpose is to conduct long-term rental  
13 property inspections to address substandard maintenance of  
14 these properties, promote greater compliance with the City's  
15 Property Maintenance Standards, protect property values, and  
16 preserve the quality of neighborhoods and available housing.

17

18 Sec. 9-37 *Definitions.* The following words, terms and  
19 phrases, when used in this article, shall have the meanings  
20 ascribed to them in this section, except where the context  
21 clearly indicates a different meaning. Where words have not

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1       been defined, the most recent edition of the Merriam-Webster  
2       Unabridged Dictionary shall prevail.

3           (a) *Agent or Managing Agent* means the individual or  
4           individuals designated, in writing, by the owner as the  
5           person(s) authorized by the owner to perform any duty  
6           imposed upon the owner by this Section.

7           (b) *Certificate of Inspection* means the document issued by  
8           the City's Rental Coordinator attesting that the rental  
9           unit has been properly inspected in accordance with this  
10          Article.

11          (c) *Enforcement Officer* means any law enforcement officer,  
12          building official, zoning inspector, code enforcement  
13          officer, fire inspector, building inspector, or other  
14          person authorized by the City to enforce the applicable  
15          code(s).

16          (d) *Inspectee* means the person to whom the Certificate of  
17          Inspection is issued pursuant to this Section. The term  
18          "inspectee" includes within its definition the term  
19          "agent" where applicable.

20          (e) *Inspection year* means one calendar year from the date  
21          of the issuance of a Certificate of Inspection.

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1 (f) *Landlord* means one or more persons, jointly or  
2 severally, in whom is vested all or part of the legal  
3 title to the premises or all or part of the beneficial  
4 ownership and a right to the present use and enjoyment of  
5 the premises, including a mortgage holder in possession  
6 of a rental unit. Also see Owner.

7 (g) *Lease* shall mean any agreement or other  
8 arrangement, written or otherwise, offered by a landlord  
9 to a lessee in order to lease, sublease, rent, license,  
10 sublicense, or allow occupancy of a residential rental  
11 unit. This shall exclude a lease that is for a "vacation  
12 rental" as defined by Florida Statutes.

13 (h) *Lessee* shall mean a person to whom a lease,  
14 sublease, license, or residential rental agreement is  
15 granted, whether written or oral.

16 (i) *Owner* shall mean every person, entity, Landlord, or  
17 mortgagee, who alone or severally with others:

- 18 1. Has legal title to any rental dwelling, dwelling  
19 unit, mobile dwelling unit, building, structure,  
20 parcel of land, Vacant or otherwise, including but  
21 not limited to, a mobile home; or

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1           2. Has legal care, charge or control of any  
2           dwelling, dwelling unit, mobile dwelling unit,  
3           building, structure or parcel of land, Vacant or  
4           otherwise, including a mobile home, in any capacity,  
5           including but not limited to, agent, executor,  
6           executrix, administrator, administratrix, trustee or  
7           guardian of the estate of the holder of legal title;

8           or

9           3. Is a mortgagee in possession of any such  
10          property; or

11          4. Is an agent, trustee, or other person appointed  
12          by the courts and vested with possession or control  
13          of any such property or through the production of a  
14          power of attorney providing for such authorization  
15          shall be filed with this application.

16          The Property Manager shall not be considered the Owner.

17          (j) *Person* means any individual, firm, corporation,  
18          partnership, association, trust or other legal entity, or  
19          any combination thereof.

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1 (k) *Property Manager* means any party designated by the  
2 Owner as responsible for inspecting, maintaining and  
3 securing the property as required in this Section.

4 (l) *Rental Property* means, for this Article only, any  
5 structure or portion of a structure within the City of  
6 Margate which is occupied by someone other than the Owner of  
7 the real estate for residential or commercial purposes,  
8 including but not limited to the following: boarding homes,  
9 mobile homes, mobile home spaces, town homes, and condominium  
10 unit(s), and for which the Owner receives any value or  
11 consideration, including but not limited to money, or the  
12 exchange of goods or services, regardless of the relationship  
13 between lessor and lessee. *Evidence of rental shall be*  
14 *presumed when* any information that on its own or combined  
15 with other documentation would lead a reasonable person to  
16 believe that the property is rented. This definition shall  
17 exclude "vacation rental" as defined by Florida Statute  
18 Section 509.242(1)(c).

19 (m) *Residential rental unit* shall mean a Residential  
20 one-dwelling unit rental, including individual  
21 condominium units, two-dwelling-unit premises and/or  
22 boarding homes. In the case of a two-dwelling unit where

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1 the owner occupies one of the units, the unit the owner  
2 occupies shall not be considered a rental unit but must  
3 register the second unit as a rental unit. For the  
4 purposes of this chapter, any residential unit, one-  
5 dwelling unit or two-dwelling unit, where the unit is not  
6 occupied by the owner of the property, even if rent is  
7 not being charged or collected, shall be considered a  
8 rental unit. Residential rental unit shall not include  
9 any dwelling unit that is owned by a federal, state, or  
10 local housing program or the federal Department of  
11 Housing and Urban Development, hotels, motels, public  
12 lodging establishments, as defined in Section 509.013,  
13 Florida Statutes, any community residential facility  
14 licensed and inspected by the state of Florida, or  
15 "vacation rental" as defined by Florida Statutes Section  
16 509.242(1)(c).

17 (n) *Tenant* means a person or persons to whom a rental  
18 unit is leased or rented by the inspectee. All children  
19 under 12 years of age shall be excluded from the term  
20 "tenant."

21 (o) *City Rental Coordinator* means the municipal official  
22 or employee designated to receive rental inspection

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1 applications and to issue Certificate of Inspections  
2 pursuant to this Section.

3  
4 Sec. 9-38 Annual inspection required.

5 All rental units, as defined in this Section, shall  
6 hereafter be inspected at least once within a twelve-month  
7 period by the Building Department. Rental inspection  
8 applications shall be provided for that purpose and shall be  
9 obtained from the Building Department. Such inspection shall  
10 occur within a twelve-month period as provided herein.  
11 Properties registered as a result of Section 40.16(9), as may  
12 be amended from time to time, are not subject to this  
13 Section. Any owner who is subject to the registration and fee  
14 requirements of Section 40.16(9) *Registration of abandoned*  
15 *real property*, and has paid the required fees shall be exempt  
16 from the registration and inspection fees required under this  
17 Article, upon proof of payment.

18

19 Sec. 9-39 Certificate of Inspection required.

20 In the event that a rental unit does not pass  
21 inspection, such unit shall not thereafter be granted a  
22 Certificate of Inspection. The fact that a unit has failed

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1 inspection shall not relieve the owner of the obligation to  
2 register the property in accordance with this Section  
3 notwithstanding that the necessary repairs have not been  
4 made. However, no Certificate of Inspection shall be issued  
5 until such time as the City Rental Coordinator is presented  
6 with satisfactory evidence that the property has been  
7 reinspected and complies with the code sections referenced in  
8 this Article.

9  
10 Sec. 9-40 Periodic inspections.

11 (a) Each rental unit shall be inspected at least once in  
12 each twelve-month period or upon substantiated complaint  
13 filed against the property. An inspection which results  
14 in an approval or satisfactory rating shall be valid for  
15 one year from the application date.

16 (b) Such inspection shall be carried out in accordance  
17 with the following:

18 All rental units shall be inspected by the City to  
19 determine compliance with City Code for landscape and  
20 exterior maintenance, expired building permits, and  
21 unpermitted work.

22  
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1           Sec. 9-41 Rental inspection procedures, renewal,  
2 transferability

3           (a) The owner of a rental unit which is being inspected  
4 for the first time under this Article shall complete the  
5 rental inspection application form for the rental unit  
6 and tender the prescribed fee. No Certificate of  
7 Inspection shall be issued, however, until such time as  
8 the property is inspected in accordance with this Article  
9 and is found to be without violations and receives a  
10 satisfactory rating. The initial Certificate of  
11 Inspection shall be valid from the date of issue until  
12 the anniversary date of the application.

13           (b) The Certificate of Inspection referred to in this  
14 section shall be the document that states that the rental  
15 unit has been inspected as required in this Article. The  
16 failure to hang the certificate as required by this  
17 Article shall constitute a violation hereof.

18           (c) To renew a rental unit Certificate of Inspection, an  
19 owner shall file a completed application form and pay the  
20 prescribed fee, which shall entitle the owner to continue  
21 operating under the existing Certificate of Inspection  
22 until such time the City conducts the annual inspection.

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1 (d) An annual renewal of the registration is required  
2 which is determined based on the initial application  
3 date. The City shall submit notification of renewal to  
4 the property owner. It is the responsibility of the  
5 owner, or his designated agent, to update, as required,  
6 any and all information required for the certification.  
7 Completed applications for renewal which are not received  
8 by the City within 30 days of initial application as  
9 required or renewal, shall be subject to an ~~an~~ annual late  
10 fee, established by resolution of the City Commission.

11 (e) In the event that an inspected property is sold,  
12 assigned or transferred during the Certificate of  
13 Inspection year, the rental Certificate of Inspection  
14 shall be transferable to the new owner, if an amended  
15 application with the contact information for the new  
16 record owner is submitted to the Building Department  
17 within thirty (30) calendar days of a change in ownership  
18 of the property. If new contact information is not  
19 submitted within thirty (30) calendar days, then a new  
20 application shall be required.

21  
22 *Sec. 9-42. Registration Fees.*

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1 (a) Fees for the Residential Rental Unit Inspection  
2 Program, including any applicable late fees,  
3 additional inspection fees, and application form  
4 amendments, shall be set by resolution of the City  
5 Commission.

6 (b) Fees shall be due at the time of filing the rental  
7 inspection application form and are not prorated  
8 based upon date of application.

9 (c) The required fees shall cover an initial inspection,  
10 as well as one (1) follow-up inspection in the event  
11 of failure of the first inspection. Any additional  
12 inspections will cost an additional fee as set by  
13 resolution of the City Commission.

14 (d) Any owner who is subject to the registration and fee  
15 requirements of Section 40.16(9), as may be amended  
16 from time to time, and has paid the required fees  
17 shall be exempt from the registration and inspection  
18 fees required under this chapter, upon proof of  
19 payment.

20  
21  
22 Sec. 9-43. Rental inspection application forms; filing;

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1 indexing; contents; availability; amendment

2 (a) Every owner shall file with the City Rental  
3 Coordinator a rental inspection application form for  
4 each rental unit contained within a building or  
5 structure, which shall include the following  
6 information:

7 1. The property owner's name, address and telephone  
8 number, email address, and any other emergency  
9 contact information.

10 2. If the applicant is a corporation, partnership,  
11 limited liability company or any other legal entity,  
12 the full corporate name and address of the business,  
13 name and address of the registered agent and the  
14 state of incorporation.

15 3. The legal address of the dwelling unit for which  
16 the rental application certification is applied and  
17 the legal description and folio number as indicated  
18 with the Broward County Property Appraiser's Office.

19 4. The name of the complex or community, including  
20 the homeowner's or condominium association if  
21 applicable, and whether it is a single-family home,  
22 duplex, condominium or townhouse including the name

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1 and address of the association.

2 5. The name, address, telephone number, and e-mail  
3 address of the designated property manager/agent to  
4 provide regular maintenance service, if any. An owner  
5 who resides more than thirty miles from the rental  
6 property shall designate a property manager/agent,  
7 that may be the first point of contact should there  
8 be any matters related to the property, including an  
9 emergency affecting the premises, and who has the  
10 authority to make emergency decisions concerning the  
11 building and any repair thereto or expenditure in  
12 connection therewith. The address shall be a physical  
13 location of where said person(s) can normally be  
14 found during regular business hours and normally  
15 found during off hours. Any notices required by the  
16 City Code or by Florida Statutes will also be sent to  
17 the designated property manager. If the property  
18 manager is authorized to act on behalf of the owner  
19 as an authorized agent.

20 6. The name and address of every holder of a  
21 recorded mortgage on the premises.

22 7. As to each rental unit, a specification of the

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1 exact number of sleeping rooms contained in the  
2 rental unit, and the exact number of sleeping  
3 accommodations contained in each of the sleeping  
4 rooms, identifying each sleeping room specifically by  
5 number and location within the apartment or dwelling,  
6 and by the square footage thereof. In order to  
7 satisfy the requirements of this provision, an owner  
8 shall submit a floor plan which shall become part of  
9 the application and which shall be attached to the  
10 rental inspection application form when filed by the  
11 City's Rental Coordinator.

12 8. The number of buildings and residential dwelling  
13 units on the property.

14 9. Whether the owner has ever been cited for, or  
15 found in violation of any required codes and if so,  
16 the date, jurisdiction, nature of violation and  
17 disposition of violation.

18 10. Such other information as may be prescribed by  
19 the City.

20 11. In addition to the information above, the owner  
21 shall:

22 a. maintain a listing of the names of the tenants

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1           residing within the units. This list will not be  
2           required to be submitted with the application;  
3           however, the list should be made available to the  
4           City upon reasonable notice; and

5           b. provide to the tenants a copy of a pamphlet  
6           containing guidelines for rental property provided  
7           by the City; and.

8           c. In the event that an inspected property is  
9           sold, assigned or transferred during the  
10          Certificate of Inspection year, the seller of the  
11          property shall notify the buyer of the property of  
12          the requirements of this Article.

13          d. Certification from the property owner that all  
14          tenants and prospective tenants have been screened  
15          and that there are no violations related to  
16          Article XII - Sexual Offender and Sexual Predators  
17          of City Code.

18          e. Statement of accuracy and signature: The  
19          application form shall contain substantially the  
20          following language:

21                 "The undersigned has carefully reviewed this  
22                 application and all facts, figures, statements

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1 contained in this application are true, correct,  
2 and complete. The undersigned understands that  
3 failure to comply with the City's ordinances may  
4 result in the issuance of a code enforcement  
5 notice of violation that may require a hearing  
6 before a special magistrate and could result in  
7 administrative fines, and other penalties pursuant  
8 to Section 1-8 of City Code, being imposed."

9 The applicant shall execute the registration  
10 application immediately after the statement  
11 required above, and the person's title/capacity in  
12 relation to the property.

13 (b) Amendments; filing. Every person required to file a  
14 rental inspection application pursuant to this  
15 Article shall file an amended rental inspection  
16 application within ten (10) days after any change in  
17 the information required to be included therein.

18 (c) Copy to occupants and tenants. Every owner shall  
19 provide each occupant or tenant occupying a rental  
20 unit with a copy of the Certificate of Inspection.

21 This subsection may be complied with by posting a

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1 copy of the Certificate of Inspection in a  
2 conspicuous place within the rental unit(s).

3 (d) The owner shall make available to the City, upon a  
4 reasonable request, any rental record necessary to  
5 determine when changes of occupancy have occurred. In  
6 this regard, the tenant listing shall be made available  
7 to City upon request.

8 (e) An annual renewal of the registration is required  
9 each year. The City shall submit notification of renewal  
10 to the property owner. It is the responsibility of the  
11 owner, or his designated agent, to update, as required,  
12 any and all information required for the certification.  
13 Completed applications for renewal which are not  
14 received by the City within 30 days of required  
15 application or renewal, shall be subject to a late fee,  
16 established by resolution of the City Commission.

17 (f) Self-inspection checklist: For all properties  
18 subject to this Article, the City shall include a self-  
19 inspection checklist as part of the initial  
20 certification application that must be completed by the  
21 owner of record or designee.

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1           1. The self-inspection checklist must be submitted  
2           to the City at the time the initial certification  
3           application is submitted. The owner of record of  
4           the property or designee must certify that the  
5           inspection has been completed and the results of  
6           the inspection, as indicated on the checklist is  
7           accurate and complete.

8           2. For any items on the checklist that are not in  
9           compliance at the time of submittal, the property  
10          owner shall be given ten (10) business days to  
11          correct which may be extended upon written approval  
12          by the Building Official, and if not corrected,  
13          could result in an appearance before a special  
14          magistrate.

15          3. The self-inspection checklist shall include but  
16          not be limited to code requirements related to  
17          health and safety concerns (i.e. swimming pools,  
18          mowing and maintaining the lawn, trash and litter  
19          and house address) and property maintenance (i.e.  
20          discolored roof, exterior storage, inoperable  
21          vehicles, required landscaping, screening of  
22          accessory structures).

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1           4.    Every year the owner of the property or  
2           designee shall certify that the property is still  
3           in compliance and shall remain in compliance  
4           pursuant to this section on a form made available  
5           by the City.

6  
7           Sec. 9-44.   *Applicability.*   This Article shall be  
8           considered cumulative and not superseding or subject to any  
9           other law or provision for same, but shall rather be an  
10          additional remedy available to the City above and beyond any  
11          other state, county and/or local provisions for same.

12          Sec. 9-45.   *Penalties.* Any person who shall violate the  
13          provisions of this Article shall, upon conviction, be  
14          punished as provided in Section 1-8 of the City of Margate  
15          Code of Ordinances.

16          Sec. 9-46.   *Opposing, obstructing enforcement officer;*  
17          *penalty.* Whoever opposes, obstructs or resists any  
18          enforcement officer or any person authorized by the  
19          enforcement office in the discharge of duties as provided in  
20          this Article, upon conviction shall be punished as provided  
21          in Section 1-8.

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1           Sec. 9-47     *Adoption of rules; expenditure of funds;*  
2     *declaration of City purpose.* The City Manager or his/her  
3     designee is authorized and empowered to adopt rules,  
4     regulations, and procedures and expend City funds as may be  
5     reasonably necessary and available to carry out the terms of  
6     this Article, the expenditure of such funds being declared a  
7     proper City purpose.

8           Sec. 9-48     *Dispute.* Any dispute regarding the meaning or  
9     application of any provision of this Article shall, upon  
10    written request to the Building Official, be resolved  
11    according to administrative policy approved by the City  
12    Manager with right of appeal to the City Manager.

13  
14           Section 3.     It is the intention of the City  
15    Commission of the City of Margate, Florida that the  
16    provisions of this ordinance shall become and be made a part  
17    of the City of Margate Code of Ordinances. The sections of  
18    this ordinance may be re-numbered or re-lettered and the word  
19    "ordinance" may be changed to "section," "article," or such  
20    other appropriate word or phrase in order to accomplish such  
21    intentions.

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