

Requested by: City Council
Prepared by: Special Counsel

ORDINANCE NO. 2017-34

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA AMENDING THE CITY CODE OF ORDINANCES BY ADDING CHAPTER 41, IMPACT FEES; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION AND FINDINGS; PROVIDING FOR THE IMPOSITION OF FIRE IMPACT FEES ON ALL FIRE IMPACT CONSTRUCTION WITHIN THE CITY OF VENICE; ADOPTING A SCHEDULE OF FIRE IMPACT FEES AND CLASSIFYING USES OF PROPERTY SUBJECT TO SUCH IMPACT FEES; PROVIDING FOR THE CALCULATION OF ALTERNATIVE FIRE IMPACT FEES; PROVIDING FOR THE USE OF FIRE IMPACT FEE MONIES COLLECTED; PROVIDING FOR THE IMPOSITION OF LAW ENFORCEMENT IMPACT FEES ON ALL LAW ENFORCEMENT IMPACT CONSTRUCTION WITHIN THE CITY OF VENICE; ADOPTING A SCHEDULE OF LAW ENFORCEMENT IMPACT FEES AND CLASSIFYING USES OF PROPERTY SUBJECT TO SUCH IMPACT FEES; PROVIDING FOR THE CALCULATION OF ALTERNATIVE LAW ENFORCEMENT IMPACT FEES; PROVIDING FOR THE USE OF LAW ENFORCEMENT IMPACT FEE MONIES COLLECTED; PROVIDING FOR EXEMPTIONS IN CONNECTION WITH THE IMPACT FEES; PROVIDING FOR CHANGES OF SIZE AND USE; PROVIDING FOR PAYMENT AND COLLECTION OF THE IMPACT FEES; PROVIDING FOR APPLICABILITY; PROVIDING AN ALTERNATIVE COLLECTION METHOD FOR IMPACT FEES; PROVIDING FOR CREDITS FOR DEVELOPER CONTRIBUTIONS; PROVIDING FOR REVIEW HEARINGS; REQUIRING PERIODIC REVIEW OF THE IMPACT FEE STUDY AND THIS ORDINANCE; DECLARATION OF EXCLUSION FROM THE ADMINISTRATIVE PROCEDURE ACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR NOTICE OF THE IMPACT FEES AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA,
as follows:

SECTION 1. **AMENDMENT OF CITY CODE.** The Code of Ordinances for the City of Venice is amended to add Chapter 41, Impact Fees, to read as follows:

**CHAPTER 41
IMPACT FEES
ARTICLE I.
IN GENERAL**

Sec. 41-1. Definitions.

When used in this Chapter, the following terms shall have the following meanings, unless the context otherwise clearly requires:

"Accessory Use or Structure" means any use or structure, clearly incidental, subordinate and related to the principal use or structure and located on the same lot with such principal use or structure. The term shall include but not be limited to satellite dish antennas, windmills, solar energy equipment, detached garages and carports, above-grade swimming pools and utility sheds.

"Alternative Fire Impact Fee" shall mean any alternative fee calculated by an Applicant and approved by the Impact Fee Coordinator pursuant to Section 41-7 hereof.

"Alternative Fire Protection Impact Fee Study" shall mean a study prepared by an Applicant and submitted to the Impact Fee Coordinator pursuant to Section 41-7 hereof.

"Alternative Law Enforcement Impact Fee" shall mean any alternative fee calculated by an Applicant and approved by the Impact Fee Coordinator pursuant to Section 41-11 hereof.

"Alternative Law Enforcement Impact Fee Study" shall mean a study prepared by an Applicant and submitted to the Impact Fee Coordinator pursuant to Section 41-11 hereof.

"Apartment" shall mean a rental Dwelling Unit located within the same Building as other Dwelling Units.

"Applicant" shall mean the Owner, or duly designated agent of the Owner, who applies for a Certificate of Occupancy.

"Building" shall mean any relatively permanent, immobile structure with an impervious roof built for the support, shelter or enclosure of persons, animals, chattels or property of any kind. The term "building" shall be construed as if followed by the words "or part thereof." This term shall include trailers, mobile homes or any other vehicles serving in any way the function of a building. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the term of construction.

"Building Permit" shall mean an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building. "Building Permit" shall also include site plan approvals, or other development orders for those activities, structures, or Buildings that do not require a Building Permit in order to be undertaken.

"Certificate of Occupancy" shall mean a document or action certifying compliance with applicable building, land development, or zoning laws and regulations, and authorizing the occupancy of any Building, or parts thereof. The term "Certificate of Occupancy" shall include, but not be limited to, tie-down permits or other final inspection sign-off for those structures or Buildings, such as a Mobile Home Dwelling, that may not require a Certificate of Occupancy, final City approval where no Certificate of Occupancy is required for the construction or occupation of a Building, structure or use of land, and/or any functional equivalent of a Certificate of Occupancy.

"City" shall mean the City of Venice, Florida.

"City Clerk" shall mean the City Clerk of the City of Venice, Florida.

"City Fire Protection System" shall mean the Buildings, land, vehicles, apparatus, and equipment used by the City in the suppression and prevention of fires, responses to disasters and the handling of incidents involving hazardous materials.

"City Manager" shall mean the chief administrative officer of the City or such person's designee.

"City Law Enforcement System" shall mean the Buildings, land, vehicles, and equipment used by the City in the apprehension, prevention or investigation of criminal violations within the City.

"Comprehensive Plan" means the City's long range planning guide prepared and adopted by the City in accordance with Part II, Chapter 163, Florida Statutes.

"Condominium" shall mean a single-family or time-sharing ownership unit that has at least one other similar unit within the same building structure. The term Condominium includes all fee simple or titled multi-unit structures, including townhouses.

"Council" shall mean the City Council of the City of Venice, Florida.

"Dwelling Unit" shall mean a single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation. The term "dwelling" is synonymous.

"Educational Board" shall mean a district school board, a Florida College System institution board of trustees, and/or a university board of trustees. The Term "Educational Board" does not include the State Board of Education or the Board of Governors.

"Encumbered" shall mean a commitment by contract, appropriation or purchase order in a manner that obligates the City to expend the Encumbered amount upon delivery of goods, the rendering of services or the conveyance of real property by a vendor, supplier, contractor or Owner or approval of the expenditure of funds in an approved budget, including expenditures for payment of debt service on municipal bonds or other debt obligations of the City secured in whole or in part by the Public Safety Impact Fees contemplated hereunder.

"Finance Director" shall mean the Finance Director of the City of Venice, Florida.

"Fire Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the City Fire Protection System.

"Fire Impact Fee" shall mean the Fire Impact Fee imposed by the City pursuant to Section 41-5.

"Fire Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Fire Impact Fee Rate Schedule in Section 41-5.

"Impact Construction" shall mean collectively Fire Impact Construction and Law Enforcement Impact Construction.

"Impact Fee Coordinator" shall mean the person designated by the City Manager to be responsible for the administration of the Public Safety Impact Fees or such person's designee.

"Impact Fee Land Use Category" shall mean collectively the Fire Impact Fee Land Use Categories and the Law Enforcement Impact Fee Land Use Categories.

"Impact Fees" or "Public Safety Impact Fees" shall mean collectively the Fire Impact Fee and the Law Enforcement Impact Fee.

"Impact Fee Study" shall mean the City of Venice Impact Fee Study dated November 1, 2017, prepared by Stantec, as such study may be amended and supplemented pursuant to Section 41-19.

"Industrial" shall mean an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, welding shops, wholesale bakeries, dry cleaning plants, bottling works and research and development centers.

"Institutional" shall mean an establishment or use which is assigned a Florida Department of Revenue property use code of "70" through "79," indicative of institutional use. Typical uses include private schools, private hospitals, orphanages, cemeteries, sanitoriums and nursing homes.

"Law Enforcement Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the City Law Enforcement System.

"Law Enforcement Impact Fee" shall mean the Law Enforcement Impact Fee imposed by the City pursuant to Section 41-9.

"Law Enforcement Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Law Enforcement Impact Fee Rate Schedule in Section 41-9.

"Manufactured Dwelling" means a dwelling fabricated in a manufacturing facility and bearing a seal certifying it is constructed to standards as adopted under the authority of Chapter 553, pt. IV, Florida Statutes, and rules adopted by the state department of community affairs under Chapter 9B-1 et seq., Florida Administrative Code.

"Mobile Home Dwelling" shall mean a Dwelling Unit with all of the following characteristics: (1) designed for long term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems; (2) designed for transportation after fabrication on streets or highways on its own wheels; and (3) arriving at the site where it is to be occupied as a dwelling complete, including major appliances, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connection to utilities and the like. The term "Mobile Home Dwelling" shall include Manufactured Dwellings. A travel trailer or recreational vehicle (RV) is not considered a Mobile Home Dwelling.

"Multi-Family Residential" shall mean Dwelling Units located within the same Building as other Dwelling Units, including Apartments, Condominiums, townhouses and duplexes.

"Office" shall mean a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting

studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

"Ordinance" shall mean the Public Safety Impact Fee Ordinance.

"Owner" means any person, group of persons, firm, corporation or other legal entity having legal title to any specific lands in question.

"Person" shall mean any individual, corporation, governmental agency, business trust, estate, trust, partnership, association, property owners' association, two (2) or more persons having a joint or common interest, governmental agency, or other legal entity.

"Retail/Commercial" shall mean an establishment engaged in the selling or rental of goods, services or entertainment to the general public. Such uses include, but are not limited to, shopping centers, discount stores, supermarkets, home improvement stores, building, material and lumber stores, garden centers, car dealerships, convenience markets, furniture stores, pharmacies, restaurants, bars, nightclubs, automobile sales and service, banks, movie theaters, amusement arcades, bowling alleys, golf courses open to the public, marinas, movie theaters, barber shops, laundromats, funeral homes, private vocational or technical schools, dance studios, health clubs, racquet clubs, banquet halls and conference facilities, hotels, motels and lodging facilities.

"Single-Family Dwelling" means a Building containing only one dwelling.

"Square Footage" shall mean the gross area measured in feet from the exterior faces of exterior walls or other exterior boundaries of the Building, excluding areas within the interior of the Building which are used for parking.

"Warehouse" shall mean an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant movement and storage of products or equipment, and self-storage facilities. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, major mail processing centers and mini-warehouses.

Sec. 41-2. Findings.

It is hereby ascertained, determined and declared as follows:

(a) Pursuant to Article VIII, Section 2 of the Florida Constitution and Sections 166.021 and 166.041, Florida Statutes, the Council has all governmental, corporate and proprietary power to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and such power may be exercised by the enactment of legislation in the form of City ordinances.

(b) The Council specifically finds that the City Fire Protection System and City Law Enforcement System benefit all residents and businesses within the City and, therefore, the Fire Impact Fee and Law Enforcement Impact Fee shall be imposed on all Fire Impact Construction and Law Enforcement Impact Construction in all incorporated areas of the City.

(c) Development and redevelopment necessitated by the growth contemplated in the Comprehensive Plan and the Impact Fee Study adopted in Section 41-4 hereof will require improvements and additions to the City Fire Protection System and City Law Enforcement System to accommodate the new development generated by such growth and maintain the standards of service provided by the City.

(d) FUTURE growth, as represented by Impact Construction, should contribute its fair share to the cost of improvements and additions to the City Fire Protection System and City Law Enforcement System that are required to accommodate the impact generated by such growth.

(e) The Impact Fees are necessary to offset the costs to the City associated with meeting the necessary public service and facility demand created by projected new residential and non-residential development or redevelopment.

(f) The amount of the Impact Fees contemplated hereunder bears a reasonable relationship to the burden imposed upon the City to provide the new public facilities addressed in the Impact Fee Study to new development.

(g) A reasonable connection, or rational nexus, exists between the projected new development and the need for additional public facilities to be funded by the Impact Fees.

(h) A reasonable connection, or rational nexus, exists between the expenditure of the funds collected pursuant to this Chapter and the benefits accruing to new development through the new capital facilities acquired by such expenditure.

(i) The required improvements and additions to the City Fire Protection System and City Law Enforcement System needed to eliminate any deficiencies shall be financed by revenue sources of the City other than Impact Fees.

(j) Implementation of the Impact Fees to require Impact Construction within the City to contribute its fair share to the cost of required capital improvements is an integral and vital element of the regulatory plan of growth management of the City.

(k) The Council expressly finds that the improvements and additions to the City Fire Rescue System and City Law Enforcement System to be funded by the Fire Impact Fee and Law Enforcement Impact Fee, respectively, provide a benefit to all Impact Construction within the City that is in excess of the actual Impact Fees.

(l) The purpose of Chapter 41 is to regulate the development of land within the City by requiring payment of Impact Fees by Impact Construction and to provide for the cost of capital improvements to the City Fire Protection System and City Law Enforcement System which are required to accommodate such growth. Chapter 41 shall not be construed to permit the collection of Impact Fees in excess of the amount reasonably anticipated to offset the demand on the City Fire Protection System and City Law Enforcement System generated by such applicable Impact Construction.

(m) The data set forth in the Impact Fee Study which was employed in the calculation of the Impact Fee rates imposed herein is the most recent and localized data available for the City Fire Protection System and the City Law Enforcement System.

(n) Chapter 41 includes procedures for accounting and reporting of impact fee collections and expenditures in order to assure compliance with applicable legal requirements.

(o) Chapter 41 establishes and requires separate accounting funds for the Fire Impact Fees and Law Enforcement Impact Fees.

(p) Chapter 41 requires audits of the City's financial statements to include an affidavit of the Finance Director stating that the requirements of Section 163.31801, Florida Statutes, have been complied with.

(q) The administrative fees set forth herein are equal to or lower than the City's actual costs for collection of the Impact Fee including the actual costs related to the administration and the collection process.

Sec. 41-3. Rules of construction.

For the purposes of administration and enforcement of Chapter 41, unless otherwise stated in this section, the following rules of construction shall apply:

(a) In case of any difference of meaning or implication between the text of this Chapter and any caption, illustration, summary table, or illustrative table, the text shall control.

(b) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

(c) Words used in the present tense shall include the future and words in the singular shall include the plural and the plural the singular, unless the context clearly indicates the contrary.

(d) The phrase "used for" includes "arranged for," "designed for," "maintained for," or "occupied for."

(e) Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either . . . or" the conjunction shall be interpreted as follows:

(1) *And* indicates that all the connected terms, conditions, provisions or events shall apply.

(2) *Or* indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(3) *Either/or* indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(f) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(g) All time periods contained within this Chapter shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of the Council's decision in the event of an appeal. In the event the due date falls on a Sunday or a legal holiday, the due date shall be extended to the next business day.

Sec. 41-4. Impact fee study.

The Council hereby incorporates the Impact Fee Study by reference, particularly the assumptions, conclusions and findings in such study as to the allocation of anticipated costs of capital improvements and additions to the City Law Enforcement System and City Fire Protection System among the various property uses and those assumptions, conclusions and findings in such study as to the determination of anticipated costs of additions required to accommodate growth. Copies of the Impact Fee Study and the Ordinance shall be available to the public in the office of the City Clerk.

Sec. 41-5 – 41.8. Reserved.

**ARTICLE 2.
FIRE IMPACT FEES**

Sec. 41-9. Imposition.

(a) All Fire Impact Construction occurring within the City for which a Building Permit is issued on or after March 1, 2018 shall pay the following Fire Impact Fee rates:

FIRE IMPACT FEES BY FIRE IMPACT FEE LAND USE CATEGORY

Fire Impact Fee Land Use Category	Fire Impact Fee
Single-Family Dwelling	\$489.99 per Dwelling Unit
Multi-Family Dwelling	\$370.00 per Dwelling Unit
Mobile Home Dwelling	\$375.75 per Dwelling Unit
Retail/Commercial	\$736.83 per 1,000 Square Foot
Office/Institutional	\$415.58 per 1,000 Square Foot
Industrial/Warehouse	\$112.62 per 1,000 Square Foot

(b) Except as otherwise provided in this Chapter, the Fire Impact Fee shall be paid directly to the City prior to the issuance of a Certificate of Occupancy.

Sec. 41-10. Individual calculation of fire impact fees.

(a) In the event a Fire Impact Construction involves a land use not contemplated under the Fire Impact Fee Land Use Categories set forth in Section 41-5 herein, the Impact Fee Coordinator shall determine the impact to be generated by the proposed Fire Impact Construction and shall calculate the appropriate Fire Impact Fees utilizing the methodology contained in the Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in

this determination the impact assumed in the most similar Fire Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event a Fire Impact Construction involves mixed use or more than one Fire Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Fire Impact Fees based upon the impact to be generated by each separate Fire Impact Fee Land Use Category included in the proposed Fire Impact Construction.

Sec. 41-11. Alternative fire impact fee.

(a) In the event an Owner believes that the impact to the City Fire Protection System caused by proposed Fire Impact Construction will be less than the impact established in the Impact Fee Study and the fees provided in Section 41-5 hereof, such Owner may file an Alternative Fire Protection Impact Fee Study with the Impact Fee Coordinator. The Impact Fee Coordinator shall review the alternative calculations and make a determination within thirty (30) days of submittal as to whether such calculations comply with the requirements of this Section.

(b) For purposes of any Alternative Fire Impact Fee calculation, the Fire Impact Construction shall be presumed to have the maximum impact on the City Fire Protection System.

(c) The Alternative Fire Impact Fee calculation shall be based on data, information or assumptions contained in this Chapter and the Impact Fee Study or independent sources, provided that the independent source is a local study supported by local data adequate for the conclusions contained in such study performed pursuant to a generally accepted methodology of planning and local cost impact analysis which is consistent with the Impact Fee Study.

(d) If the Impact Fee Coordinator determines that the data, information and assumptions utilized by the applicant comply with the requirements of this Section and that the calculation of the Alternative Fire Impact Fee was by a generally accepted methodology that is consistent with the Impact Fee Study, then the Alternative Fire Impact Fee shall be paid in lieu of the fees adopted in Section 41-5 hereof.

(e) If the Impact Fee Coordinator determines that the data, information and assumptions utilized by the applicant to compute an Alternative Fire Impact Fee do not comply with the requirements of this Section, then the Impact Fee Coordinator shall provide to the Owner by certified mail, return receipt requested, written notification of the rejection and the reasons therefore.

Sec. 41-12. Use of monies.

(a) The Council hereby creates a separate trust account for the Fire Impact Fees, to be designated as the "Fire Impact Fee Capital Projects Fund," which shall be established and maintained separate and apart from all other accounts of the City. All Fire Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Fire Impact Fee Capital Projects Fund, as established in paragraph (A) above, shall be used solely for the purpose of providing growth-

necessitated capital improvements to the City Fire Protection System, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
- (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
- (3) Design and construction documents;
- (4) Site development and on-site and off-site improvements incidental to construction thereto;
- (5) Any permitting or application fees necessary for the construction;
- (6) Construction and design of new fire and rescue facilities;
- (7) Design and construction of new drainage facilities required by the construction of improvements and additions to the City Fire Protection System;
- (8) Relocating utilities required by the construction of improvements and additions to the City Fire Protection System;
- (9) Landscaping;
- (10) Acquisition of apparatus or capital equipment utilized by the City Fire Protection System;
- (11) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to the City Fire Protection System as provided herein;
- (12) Costs related to the administration, collection and implementation of the Fire Impact Fee; and
- (13) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to the City Fire Protection System as provided herein; and
- (14) Any other expenditures of the Fire Impact Fee as then allowed by law.

(c) The monies deposited into the Fire Impact Fee Capital Projects Fund shall be used solely to provide improvements or additions to the City Fire Protection System required to serve new growth as projected in the Impact Fee Study adopted pursuant to Section 41-5. Funds on deposit in the Fire Impact Fee Capital Projects Fund shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Fire Impact Fees by the City during the previous year.

(d) Any Fire Impact Fee Funds on deposit which are not immediately necessary for expenditure may be held in an interest bearing account or invested by the City. All income

derived from such interest on investments shall be deposited in the Fire Impact Fee Capital Projects Fund and used as provided herein.

(e) The City may retain up to 1.5% of all Fire Impact Fees received or the actual costs of collection, whichever is less, as an administrative fee to defray all costs of collection relating to the Fire Impact Fees.

(f) The Fire Impact Fees collected pursuant to this Chapter shall be returned to the then current Owner of the property on behalf of which such fee was paid, if such fees have not been expended or Encumbered prior to the end of the fiscal year immediately following the seventh (7th) anniversary of the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

(1) The then present Owner shall petition the City for the refund within one hundred eighty (180) days following the end of the calendar quarter immediately following seven (7) years from the date on which the fee was received. Failure to submit an application for refund within such period shall constitute a waiver of any right to a refund.

(2) The petition for refund shall be submitted to the Impact Fee Coordinator and shall contain:

a. A notarized sworn statement that the petitioner is the present Owner of the property on behalf of which the Fire Impact Fee was paid;

b. A copy of the dated receipt issued for payment of the Fire Impact Fee or such other record as would evidence payment; and

c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within three (3) months from the date of receipt of a petition for refund, the Impact Fee Coordinator will advise the petitioner and the Council of the status of the Fire Impact Fee requested for refund, and if such Fire Impact Fee has not been expended or Encumbered within the applicable time period, then such Fire Impact Fee shall be returned to the petitioner. For the purposes of this section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

Sec. 41-13 – 41.15. Reserved

ARTICLE 3. LAW ENFORCEMENT IMPACT FEES

Sec. 41-16. Imposition.

(a) All Law Enforcement Impact Construction occurring within the City for which a Building Permit is issued on or after March 1, 2018 shall pay the following Law Enforcement Impact Fee rates:

**LAW ENFORCEMENT IMPACT FEES BY
LAW ENFORCEMENT IMPACT FEE LAND USE CATEGORY**

Law Enforcement Impact Fee Land Use Category	Law Enforcement Impact Fee
Single-Family	\$386.80 per Dwelling Unit
Multi-Family	\$292.08 per Dwelling Unit
Mobile Home	\$296.62 per Dwelling Unit
Retail/Commercial	\$581.66 per 1,000 Square Foot
Office/Institutional	\$328.06 per 1,000 Square Foot
Industrial/Warehouse	\$88.90 per 1,000 Square Foot

(b) Except as otherwise provided in this Chapter, the Law Enforcement Impact Fee shall be paid directly to the City prior to the issuance of a Certificate of Occupancy.

Sec. 41-17. Individual calculation of law enforcement impact fees.

(a) In the event a Law Enforcement Impact Construction involves a land use not contemplated under the Law Enforcement Impact Fee Land Use Categories set forth in Section 41-9 herein, the Impact Fee Coordinator shall determine the impact to be generated by the proposed Law Enforcement Impact Construction and shall calculate the appropriate Law Enforcement Impact Fees utilizing the methodology contained in the Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in this determination the impact assumed in the most similar Law Enforcement Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event a Law Enforcement Impact Construction involves more than one Law Enforcement Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Law Enforcement Impact Fees based upon the impact to be generated by each separate Law Enforcement Impact Fee Land Use Category included in the proposed Law Enforcement Impact Construction.

Sec. 41-18. Alternative law enforcement impact fee.

(a) In the event an Owner believes that the impact to the City Law Enforcement

System caused by proposed Law Enforcement Impact Construction will be less than the impact established in the Impact Fee Study and the fees provided in Section 41-9 hereof, such Owner may, prior to issuance of a Building Permit for such Law Enforcement Impact Construction or plat approval for new subdivisions, file an Alternative Law Enforcement Impact Fee Study with the Impact Fee Coordinator. The Impact Fee Coordinator shall review the alternative calculations and make a determination within thirty (30) days of submittal as to whether such calculations comply with the requirements of this Section.

(b) For purposes of any Alternative Law Enforcement Impact Fee calculation, the Law Enforcement Impact Construction shall be presumed to have the maximum impact on the City Law Enforcement System.

(c) The Alternative Law Enforcement Impact Fee calculation shall be based on data, information or assumptions contained in this Chapter and the Impact Fee Study or independent sources, provided that the independent source is a local study supported by local data adequate for the conclusions contained in such study performed pursuant to a generally accepted methodology of planning and local cost impact analysis which is consistent with the Impact Fee Study.

(d) If the Impact Fee Coordinator determines that the data, information and assumptions utilized by the applicant comply with the requirements of this Section and that the calculation of the Alternative Law Enforcement Impact Fee was by a generally accepted methodology that is consistent with the Impact Fee Study, then the Alternative Law Enforcement Impact Fee shall be paid in lieu of the fees adopted in Section 41-9 hereof.

(e) If the Impact Fee Coordinator determines that the data, information and assumptions utilized by the applicant to compute an Alternative Law Enforcement Impact Fee do not comply with the requirements of this Section, then the Impact Fee Coordinator shall provide to the Owner by certified mail, return receipt requested, written notification of the rejection and the reasons therefore.

Sec. 41-19. Use of monies.

(a) The Council hereby creates a separate trust account for the Law Enforcement Impact Fees, to be designated as the "Law Enforcement Impact Fee Capital Projects Fund," which shall be established and maintained separate and apart from all other accounts of the City. All Law Enforcement Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Law Enforcement Impact Fee Capital Projects Fund, as established in paragraph (A) above, shall be used solely for the purpose of providing growth-necessitated capital improvements to the City Law Enforcement System, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
- (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;

- (3) Design and construction documents;
- (4) Site development and on-site and off-site improvements incidental to construction thereto;
- (5) Any permitting or application fees necessary for the construction;
- (6) Construction and design of new law enforcement facilities;
- (7) Design and construction of new drainage facilities required by the construction of improvements and additions to the City Law Enforcement System;
- (8) Relocating utilities required by the construction of improvements and additions to the City Law Enforcement System;
- (9) Landscaping;
- (10) Acquisition of apparatus or capital equipment utilized by the City Law Enforcement System;
- (11) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to the City Law Enforcement System as provided herein;
- (12) Costs related to the administration, collection and implementation of the Law Enforcement Impact Fee; and
- (13) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to the City Law Enforcement System as provided herein; and
- (14) Any other expenditures of the Law Enforcement Impact Fee then allowed by law.

(c) The monies deposited into the Law Enforcement Impact Fee Capital Projects Fund shall be used solely to provide improvements or additions to the City Law Enforcement System required to serve new growth as projected in the Impact Fee Study adopted pursuant to Section 41-4. Funds on deposit in the Law Enforcement Impact Fee Capital Projects Fund shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Law Enforcement Impact Fees by the City during the previous year.

(d) Any Law Enforcement Impact Fee Funds on deposit which are not immediately necessary for expenditure may be held in a interest bearing account or invested by the City. All income derived from such investments shall be deposited in the Law Enforcement Impact Fee Capital Projects Fund and used as provided herein.

(e) The City may retain up to 1.5% of all Law Enforcement Impact Fees received or the actual costs of collection, whichever is less, as an administrative fee to defray all costs of collection relating to the Law Enforcement Impact Fees.

(f) The Law Enforcement Impact Fees collected pursuant to this Chapter shall be

returned to the then current Owner of the property on behalf of which such fee was paid, if such fees have not been expended or Encumbered prior to the end of the fiscal year immediately following the seventh (7th) anniversary of the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

(1) The then present Owner shall petition the City for the refund within one hundred eighty (180) days following the end of the calendar quarter immediately following seven (7) years from the date on which the fee was received. Failure to submit an application for refund within such period shall constitute a waiver of any right to a refund.

(2) The petition for refund shall be submitted to the Impact Fee Coordinator and shall contain:

a. A notarized sworn statement that the petitioner is the present Owner of the property on behalf of which the Law Enforcement Impact Fee was paid;

b. A copy of the dated receipt issued for payment of the Law Enforcement Impact Fee or such other record as would evidence payment; and

c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within three (3) months from the date of receipt of a petition for refund, the Impact Fee Coordinator will advise the petitioner and the Council of the status of the Law Enforcement Impact Fee requested for refund, and if such Law Enforcement Impact Fee has not been expended or Encumbered within the applicable time period, then it shall be returned to the petitioner. For the purposes of this section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

Sec. 41-20 – 41.23. Reserved

**ARTICLE 4.
MISCELLANEOUS PROVISIONS**

Sec. 41-24. Exemptions.

The following shall be exempted from payment of the Fire Impact Fee and Law Enforcement Impact Fee:

(a) Alterations, expansion or replacement of an existing Dwelling Unit where no additional Dwelling Units are created.

(b) The construction of Accessory Uses or Structures which will not create an additional impact on the City Fire Protection System or the City Law Enforcement System.

(c) The replacement of a Building or Dwelling Unit where no additional Dwelling Units or Square Footage are created and where the existing and replacement Buildings or Dwelling Units are located on the same lot. A Certificate of Occupancy must have been issued for such replacement Building or Dwelling Unit within five (5) years of the date the previous Building or Dwelling Unit was previously occupied, otherwise no exemption shall be granted.

(d) The issuance of a tie-down permit for a mobile home on which the applicable Impact Fee has previously been paid for the lot upon which the mobile home is to be situated.

(e) All public educational and ancillary plants constructed by an Educational Board, to the extent such exemption is required by Section 1013.371(1)(a), Florida Statutes, or any successor statute or law.

(f) Charter school facilities, to the extent such exemption is required by Section 1002.33(18)(d), Florida Statutes, or any successor statute or law.

Sec. 41-25. Changes of size and use.

A Fire Impact Fee and Law Enforcement Impact Fee shall be imposed and calculated for the alteration, expansion or replacement of a Building or Dwelling Unit or the construction of an Accessory Use or Structure if the alteration, expansion or replacement of the Building or Dwelling Unit or the construction of an Accessory Use or Structure results in a land use determined to generate greater impact than the present use under the applicable Impact Fee rate schedules adopted in Sections 41-5 and 41-9, as applicable. The Impact Fee imposed shall be calculated as follows:

(a) If the Impact Fee is calculated on a per Dwelling Unit basis and not on the basis of Square Footage, the Impact Fee imposed shall be the amount due under the applicable Impact Fee rate schedule for the Impact Fee Land Use Category resulting from the alteration, expansion or replacement, less the Impact Fee that would have been imposed under the applicable Impact Fee rate schedule for the Impact Fee Land Use Category prior to the alteration, expansion or replacement.

(b) If the Impact Fee is calculated on the basis of Square Footage, in the event the Square Footage of a Building is increased, the Impact Fee due for the increased Square Footage represented by the Impact Construction shall be calculated by determining the Impact Fee due according to the Square Footage resulting from the alteration, expansion or replacement, less the Impact Fee that would have been imposed for the original Square Footage prior to the alteration, expansion or replacement.

(c) If the use of a Building is changed after payment of the Impact Fee which results in a change in the applicable Impact Fee Land Use Category of the Building and such change is determined to generate a greater impact than the present use, the additional Impact Fee due for the change in use shall be calculated by determining the Impact Fee due according to the Square Footage of the Building under the new Impact Fee Land Use Category less the Impact Fee that was imposed for the Square Footage of the Building under the original Impact Fee Land Use Category.

(d) If an Impact Fee is imposed for an Accessory Use or Structure because such Accessory Use or Structure is determined to generate a greater impact than the present use, the fee shall be that applicable to the Impact Fee Land Use Category for the primary Building.

Sec. 41-26. Payment.

(a) Except as otherwise provided in this Chapter, prior to the issuance of a Certificate of Occupancy for any Impact Construction, an Applicant shall pay the Fire Impact Fee

as adopted in Section 41-5 and the Law Enforcement Impact Fee adopted in Section 41-9, as applicable, directly to the City. Payment of the Impact Fees shall be a condition precedent to issuance of a Certificate of Occupancy for the Impact Construction.

(b) The payment of the Impact Fees shall be in addition to all other fees, charges or assessments due for the issuance of a Building Permit, Certificate of Occupancy, plat and/or any other applicable land development approvals.

(c) The obligation for payment of the Impact Fees shall run with the land.

Sec. 41-27. Applicability.

This Chapter and the obligations herein for the payment of Fire Impact Fees and Law Enforcement Impact Fees shall apply to all Impact Construction that applies for a Building Permit on or after March 1, 2018, with such fees collected prior to the issuance of the Certificate of Occupancy. Provided however, the Public Safety Impact Fee rates set forth herein shall not be effective until the expiration of the publication and notice period set forth in Section 41-21 hereof.

Sec. 41-28. Developer contribution credit.

(a) A credit may be granted against the Fire Impact Fees or Law Enforcement Impact Fees imposed pursuant to Sections 41-5 or Section 41-9, as applicable, for the donation of land or equipment or for the construction of capital facilities for the City Fire Protection System or City Law Enforcement System, as applicable, required pursuant to a development order of the City or voluntarily made in connection with an Impact Construction. Such land donation and construction and improvement shall be subject to approval by and acceptance of the Council. No credit shall be given for the donation of land or equipment or construction unless such property is conveyed in fee simple to the City without remuneration.

(b) Prior to issuance of a Certificate of Occupancy, the Applicant shall submit a proposed plan for donations or contributions to the City Fire Protection System or the City Law Enforcement System to the Impact Fee Coordinator. The proposed plan shall include:

(1) a designation of the Impact Construction for which the plan is being submitted;

(2) a legal description of any land proposed to be donated and a written appraisal prepared in conformity with Subsection (E) of this section;

(3) a list of the contemplated contributions to the City Fire Protection System or the City Law Enforcement System and an estimate of the proposed construction costs certified by a professional architect or engineer; and

(4) a proposed time schedule for completion of the proposed plan.

(c) Upon receipt of the proposed plan, the Impact Fee Coordinator shall schedule a hearing before the Council at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the Applicant and Owner written notice of the time and place of the hearing. Such hearing shall be held within sixty (60) days of the receipt of the proposed plan from the Applicant. Such hearing shall be conducted in a manner

designed to obtain all information and evidence relevant to the request. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner providing an opportunity to be heard and to present information and evidence.

(d) At this hearing, the Council shall determine:

(1) if such proposed plan is in conformity with contemplated improvements and additions to the City Fire Protection System or City Law Enforcement System;

(2) if the proposed donation of land or equipment or proposed construction is consistent with the public interest; and

(3) if the proposed time schedule is consistent with the City's capital improvement program for the City Fire Protection system or City Law Enforcement System.

(e) The amount of developer contribution credit shall be determined as follows:

(1) The value of donated land shall be based upon a written appraisal of fair market value as determined by an M.A.I. Appraiser who was selected and paid for by the Applicant, and who used generally accepted appraisal techniques. If the appraisal does not conform to the requirements of this Chapter and the applicable administrative regulations, the appraisal shall be corrected and resubmitted. In the event the Impact Fee Coordinator accepts the methodology of the appraisal but disagrees with the appraised value, he may engage another M.A.I. Appraiser at the City's expense and the value shall be an amount equal to the average of the two appraisals. If either party does not accept the average of the two appraisals, a third appraisal shall be obtained, with the cost of said third appraisal being shared equally by the City and the Owner or Applicant. The third appraiser shall be selected by the first two appraisers and the third appraisal shall be binding on the parties.

(2) The actual cost of construction to the City Fire Protection System or the City Law Enforcement System shall be certified by a professional architect or engineer. However, in no event shall any credit be granted in excess of the actual cost of construction.

(3) The land donations and construction contributions shall only provide improvements or additions to the City Fire Protection System or the City Law Enforcement System required to accommodate growth.

(f) The decision of the Council as to whether to accept the proposed plan of conveyance or construction shall be in writing and issued within thirty (30) days of the hearing. A copy shall be provided to the Applicant and Owner.

(g) If a proposed plan is approved for credit by the Council, the Applicant or Owner and the City shall enter into a credit agreement which shall provide for the parties obligations and responsibilities, including, but not limited to:

(1) The timing of actions to be taken by the Applicant and the obligations and responsibilities of the Applicant, including, but not limited to, the construction standards and requirements to be complied with;

(2) The obligations and responsibilities of the City including, but not limited to, inspection of the project; and

(3) The amount of the credit as determined in accordance with Subsection (E) of this section.

(h) A credit for the donation of land or a credit for the construction of an improvement or addition to the City Fire Protection System or the City Law Enforcement System shall be granted at such time as the credit agreement is approved and executed by both the Council and the Applicant or Owner; provided, however, that the amount of an impact fee credit for construction of improvements shall not be deemed final until the actual costs of construction have been certified by an architect or engineer. In the event the Applicant or Owner fails to convey the property which is the subject of the donation to the City or such property is not ultimately accepted by the City in accordance with the terms of the credit agreement, then the credit for donation shall be revoked and all Impact Fees shall immediately become due and payable. The administration of said contribution credits shall be the responsibility of the Impact Fee Coordinator.

(i) Any Applicant or Owner who submits a proposed plan pursuant to this section and desires the immediate issuance of a Certificate of Occupancy prior to approval of the proposed plan shall pay the Impact Fees prior to the issuance of the Certificate of Occupancy. Any difference between the amount paid and the amount due, should the Impact Fee Coordinator approve and accept the proposed plan, shall be refunded to the Applicant or Owner.

(j) Credits provided pursuant to Section 41-17 shall not be transferable from one Impact Construction to another.

Sec. 41-29. - Review hearings.

(a) An Applicant or Owner who is required to pay Impact Fees pursuant to this Chapter shall have the right to request a review hearing before the Council.

(b) Such hearing shall be limited to the review of the following:

(1) The application or calculation of the appropriate Impact Fees pursuant to this Chapter.

(2) The rejection of an Alternative Impact Fee calculation pursuant to Section 41-6 or Section 41-10.

(3) Denial of an exemption pursuant to Section 41-13.

(4) Any dispute concerning an application for credits pursuant to Section 41-17.

(c) Except as otherwise provided in this Chapter, such hearing shall be requested by the Applicant or Owner within thirty (30) days of the written notice of the event sought to be reviewed. Failure to request a hearing within such period or as soon thereafter as reasonably possible shall constitute a waiver of the right to a review hearing, unless otherwise approved by the Council.

(d) The request for hearing shall be filed with the Impact Fee Coordinator and shall contain the following:

- (1) The name and address of the Applicant or Owner;
- (2) The legal description of the property in question;
- (3) If issued, the date the Building Permit and Certificate of Occupancy were issued;
- (4) A brief description of the nature of the construction being undertaken pursuant to the Building Permit;
- (5) If paid, the date the Impact Fee was paid; and
- (6) A statement of the reasons why the Applicant or Owner is requesting the hearing.

(e) Upon receipt of such request, a hearing shall be scheduled before the Council at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the Applicant and Owner written notice of the time and place of the hearing. Such hearing shall be held within sixty (60) days of the date the request for hearing was filed.

(f) Such hearing shall be conducted in a manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence. A determination shall be in writing and issued within thirty (30) days of the hearing to the Applicant and Owner.

(g) Any Applicant or Owner who requests a hearing pursuant to this Section and desires the immediate issuance of a Certificate of Occupancy, or if a Certificate of Occupancy has been issued without the payment of the Impact Fee, shall pay prior to or at the time the request for hearing is filed, the applicable Impact Fee pursuant to Section 41-5 and Section 51-9. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any review rights.

(h) An Applicant or Owner may request a hearing under this Section without paying the applicable Impact Fee, but no Certificate of Occupancy shall be issued until all Impact Fees are paid in the amount initially calculated or the amount approved upon completion of the review provided in this Section.

(i) The Council may establish an administrative fee by separate resolution to cover the City's costs incurred in processing and reviewing any appeals, including fees for review of any applications by third party experts.

Sec. 41-30. Review requirement; audits.

(a) This Chapter and the Impact Fee Study shall be reviewed by the Council at least once every three (3) years. The initial and each subsequent review shall include but not be

limited to all components of the Impact Fee Study accepted in Section 41-4 herein. The purpose of this review is to ensure that the Law Enforcement Impact Fee and Fire Impact Fee do not exceed the reasonably anticipated costs associated with the improvements and additions necessary to offset the demand generated by the Impact Construction on the respective systems. In the event the required review of this Chapter alters or changes the assumptions, conclusions and findings of the Impact Fee Study adopted by reference in Section 41-4 or alters or changes the amount or classification of the Law Enforcement Impact Fee or Fire Impact Fee, the Impact Fee Study shall be amended, supplemented, and/or updated to reflect the assumptions, conclusions and findings of such reviews and Section 41-4 shall be amended to adopt by reference such updated study.

(b) Audits of the City's financial statements which are performed by a certified public accountant pursuant to Section 218.39, Florida Statutes, and submitted to the Auditor General shall include an affidavit signed by the Finance Director stating that the City has complied with the requirements of Section 163.31801, Florida Statutes.

Sec. 41-31. Declaration of exclusion from administrative procedures act.

Nothing contained in this Chapter shall be construed or interpreted to include the City in the definition of Agency as contained in Section 120.52, Florida Statutes, or to otherwise subject the City to the application of the Administrative Procedure Act, Chapter 120, Florida Statutes. This declaration of intent and exclusion shall apply to all proceedings taken as a result of or pursuant to this Chapter.

Sec. 41-32. Notice.

(a) Upon adoption of this Chapter or any amendment hereto imposing increased Public Safety Impact Fees rates or revising the Impact Fee Land Use Categories, the City shall publish notice of the Impact Fees once in a newspaper of general circulation which notice shall include: (1) a brief and general description of the applicable Impact Fee; (2) the Impact Fee Rates to be imposed for each Impact Fee Land Use Category for the applicable Impact Fee; and (3) the date of implementation of the Impact Fee rates set forth in the notice, which date shall be the later of March 1, 2018 or ninety (90) calendar days after the date of publication of the notice.

(b) On or prior to the date of such publication, the notice of Impact Fees shall also be posted in the following locations:

(1) On the City website.

(2) On the City Hall Notice Board.

(3) In a conspicuous place near the public counters in the following offices and departments: the Office of the City Clerk, the Building and Code Enforcement Department, the Engineering Department, and the Planning and Zoning Department.

Sec. 41-33. Impact fees as additional or supplemental requirement.

The payment of Impact Fees is additional and supplemental to, and not in substitution of, any other requirements imposed by the City or any other governmental agency on the

development or redevelopment of real property or the issuance of a Certificate of Occupancy, and an Owner or Applicant may be required to pay, pursuant to other ordinances, regulations or policies of the City or any other governmental agency, other fees and/or charges in addition to the Impact Fees contemplated hereunder. Nothing herein shall be construed as a guarantee of adequate public facilities at the time of development of any particular property.

Sec. 41-34. Effect of impact fees on zoning and land development regulations.

The provisions of this Chapter shall not affect, in any manner, the permissible use of the property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the land development regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Sec. 41-35. Collection of fees when not paid by inadvertence; liens.

If the Impact Fees are not paid as required by this Chapter prior to the issuance of a Certificate of Occupancy because of mistake, inadvertence or any other reason, the City shall proceed to collect the Impact Fees as follows:

(a) The City shall serve, by certified mail, return receipt requested, an Impact Fee statement notice upon the Applicant and the Owner at the address appearing on the most recent records maintained by the Property Appraiser of Sarasota County. The City also shall attach a copy of the Impact Fee statement notice to the Building Permit posted at the affected construction site if all or a portion of the Building is under construction. Service of the Impact Fee statement notice shall be deemed effective on the date the return receipt indicates the notice was received by either the Applicant or the Owner or the date said notice was attached to the Building Permit, whichever occurs first.

(b) The Impact Fee statement notice shall contain the legal description of the property and shall advise the Applicant and the Owner as follows:

(1) The amount due and the general purpose for which the Impact Fee was imposed.

(2) That the Impact Fee shall be delinquent if not paid and received by the City within 60 calendar days of the date the Impact Fee statement notice is received, excluding the date of receipt, and upon becoming delinquent, shall be subject to the imposition of a delinquent fee and interest on the unpaid amount until paid;

(3) That in the event the Impact Fee becomes delinquent, a lien against the property for which the Certificate of Occupancy was secured shall be recorded in the Official Records Book of Sarasota County.

(c) The Impact Fee shall be delinquent if, within 60 calendar days from the date of the receipt of the Impact Fee statement notice by either the Applicant or the Owner, or the date said notice was attached to the Building Permit, neither the Impact Fees have been paid and received by the City, nor a hearing requested pursuant to the requirements above. In the event a hearing is requested, the Impact Fees shall become delinquent if not paid within 30 calendar days from the date the Council determines the amount of Impact Fees due upon the

conclusion of such hearing. Said time periods shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of the earliest receipt of said Impact Fee statement notice or the hearing date of the Council's decision in the event of an appeal. In the event the last day falls on a Sunday or legal holiday, the last due date prior to becoming delinquent shall be the next business day. Upon becoming delinquent, a delinquency fee equal to ten percent of the total Impact Fee imposed shall be assessed. Such total Impact Fee, plus delinquency fee, shall bear interest at the statutory rate for final judgments calculated on a calendar day basis, until paid.

(d) Should the Impact Fee become delinquent, the City shall serve, by certified mail return receipt requested, a "notice of lien" upon the delinquent Applicant if all or a portion of the Building is under construction at the address indicated in the application for the Building Permit, and upon the delinquent Owner at the address appearing on the most recent records maintained by the Property Appraiser of Sarasota County. The notice of lien shall notify the delinquent Applicant and Owner that due to their failure to pay the Impact Fee, the City shall file a claim of lien with the Clerk of the Circuit Court in and for Sarasota County.

(e) Upon mailing of the notice of lien, the City shall file a claim of lien with the Clerk of the Circuit Court in and for Sarasota County for recording in the Official Records of Sarasota County. The claim of lien shall contain the legal description of the property, the amount of the delinquent Impact Fees and the date of their imposition. Once recorded, the claim of lien shall constitute a lien against the property described therein. The City shall proceed expeditiously to collect or otherwise enforce said lien.

(f) After the expiration of six months from the date of recording of the claim of lien, as provided herein, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted, conducted and enforced in conformity with the procedures for the foreclosure of municipal special assessment liens, as set forth in Chapter 173, Florida Statutes, which provisions are hereby incorporated herein in their entirety to the same extent as if such provision were set forth herein verbatim.

(g) The liens for delinquent Impact Fees imposed hereunder shall remain liens, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other subsequently filed liens and claims, until paid as provided herein.

(h) The collection and enforcement procedures set forth in this section shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinances or administrative regulations of the City or any applicable law or administrative regulation of the State of Florida. Failure of the City to follow the procedure set forth in this section shall not constitute a waiver of its rights to proceed under any other ordinances or administrative regulations of the City or any applicable law or administrative regulation of the State of Florida.

(i) Notwithstanding anything herein to the contrary, the City may enforce collection of delinquent Impact Fees in any manner authorized by law.

Sec. 41-36 – 41.39. Reserved

SECTION 2. **SEVERABILITY.** If any clause, section or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

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SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS ____ DAY OF _____, 2017.

First Reading: November 14, 2017

Second Reading: November 28, 2017

Adoption: November 28, 2017

John W. Holic, Mayor

Attest:

Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the City of Venice Council, a meeting thereof duly convened and held on the 28th day of November, 2017, a quorum being present.

WITNESS my hand and the official seal of said City this 28th day of November, 2017.

Lori Stelzer, MMC, City Clerk

Approved as to form:

David Persson, City Attorney