

CITY OF MARGATE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARGATE, FLORIDA,
AMENDING CHAPTER 39 WATER AND SEWERS, DEPARTMENT
OF ENVIRONMENTAL AND ENGINEERING SERVICES;
SECTION 39-70 RULES AND REGULATIONS; PROVIDING
FOR POLICIES; PROVIDING FOR REPEAL, SEVERABILITY,
AND CODIFICATION; PROVIDING FOR AN EFFECTIVE
DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
MARGATE, FLORIDA:

SECTION 1: That the Code of Ordinances of the City
of Margate, Florida, Chapter 39 Water and Sewers,
Department of Environmental and Engineering Services,
Section 39-70 Rules and Regulations, shall be amended to
read as follows¹:

Sec. 39-70. - Rules and regulations.

(1) Policies:

a. Rules, regulations, or policies not specifically
provided for by ordinance may be set by resolution of the
City Commission.

b. Any rule, regulation, or policy not specifically
provided for by ordinance or resolution shall be at the
discretion of the City Manager or designee.

¹CODING: Words in ~~struck through~~ type are deletions from existing text, words in underscored type are additions.

c. Policy dispute. Any dispute between the city and the customer or prospective customer regarding the meaning or application of any provision of this section ~~tariff~~ shall, upon written request by either party, be resolved ~~by the~~ according to administrative policy approved by the City Manager administration with right of appeal to the City Manager commission.

(2) *General information.* In the event that a portion of these rules and regulations is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the rules and regulations for water/sewer service unless such court order or decision shall so direct.

The city shall provide service to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

(3) *Signed application necessary.* Water/sewer service is furnished only upon signed application or agreement accepted by the city and the conditions of such application or agreement are binding upon the customer as well as upon the city. A copy of the application or agreement for water/sewer service accepted by the city will be furnished to the applicant on request.

The applicant shall furnish to the city the correct name, street address or lot and block number, at which water/sewer service is to be rendered.

(4) *Applications by agents.* Applications for water/sewer service requested by firms, partnerships, associations, corporations, and others, shall be tendered only by duly authorized parties, when water/sewer service is rendered under agreement or agreements entered into between the city and an agent of the principal, the use of such

1 water/sewer service by the principal shall constitute full
2 and complete ratification by the principal of the
3 agreement or agreements entered into between agent and the
4 city and under which such water/sewer service is rendered.

5 (5) *Withholding service.* The city may withhold or
6 discontinue water/sewer service rendered under application
7 made by any member or agent of a household, organization
8 or business unless all prior indebtedness to the city of
9 such household, organization or business for water/sewer
10 service has been settled in full.

11 Service may also be discontinued for any violation by the
12 customer or consumer of any rule or regulation set forth
13 in this tariff.

14 (6) *Extensions.* Extensions will be made to the city's
15 facilities in compliance with the rules/orders/tariff
16 issued by the commission.

17 (7) *Limitation of use.* Water/sewer service purchased from
18 the city shall be used by the customer only for the
19 purpose specified in the application for water/sewer
20 service and the customer shall not sell or otherwise
21 dispose of such water/sewer service supplied by the city.
22 Water/sewer service furnished to the customer shall be
23 rendered directly to the customer through city's
24 individual meter and may not be remetered by the customer
25 for the purpose of selling otherwise disposing of
26 water/sewer service to lessees, tenants, or others and
27 under no circumstances shall the customer or customer's
28 agent or any other individual, association or corporation
29 install meters for the purpose of so remetering said
30 water/sewer service, except for the purpose of the
31 allocation of the direct cost of water and sewer service
32 among multiple residential users, and then only pursuant
33 to the city's express approval and only to the extent
34 thereof. Subject to the consent of the city commission and
35 pursuant to the terms of limitation of the applicable
36 remetering agreement, a consumer may remeter the water
37 service provided by the city solely for the purposes of
38 determining the use thereof among the consumer's
39 residential lessees, tenants, or others who shall be
40 lawfully entitled to receive same. In no case shall a
41 customer, except with the written consent of the city,
42 extend his lines across a street, alley, land, court,
43 property line, avenue, or other way, in order to furnish
44 water/sewer service for adjacent property through one (1)
45 meter, even though such adjacent property be owned by him.
46 In case of such unauthorized extension, remetering, sale

1 or disposition of service, customer's water/sewer service
2 is subject to discontinuance until such unauthorized
3 extension, remetering, sale or disposition is discontinued
4 and full payment is made of bills for water/sewer service,
5 calculated on proper classification and rate schedules and
6 reimbursement in full made to the city. Customer shall be
7 responsible for all extra expenses incurred for clerical
8 work, testing and inspections.

9 (a) *Rules and regulations for remetering.*

10 1. Initial registrations and annual reports are required
11 of all multitenant residential properties engaged in
12 remetering. Annual reports, which are to be submitted to
13 DEES, shall contain a list of addresses and/or units being
14 remetered and a summary of the billing for that year,
15 including any permitted fees charged by the owner. Each
16 initial application for registration shall contain the
17 following information:

18 a. Name, address and type of property to be remetered;
19 owner's name, telephone number and tax identification
20 number and/or Social Security number, legal business and
21 trade name, if applicable; names and addresses of any
22 partners, officers, other corporations, entities or trade
23 names through which business is conducted; number of units
24 being remetered; name, address, contact person and
25 telephone number of remeterer, if applicable; and name,
26 address, contact person and telephone number of management
27 company, if applicable.

28 b. A copy of the remetering agreement with the city and a
29 copy of any materials requested by and within that
30 agreement.

31 c. A copy of sample lease or agreement that states
32 individual unit is or may be submetered.

33 d. Date billing is to begin and copy of bill format that
34 meets the requirements of subsection (b).

35 e. Copies of plumbing and electrical permits, where
36 applicable.

37 f. Specifications, as approved by AWWA standards, of
38 submeters and testing equipment to be used.

39 g. Comparison report of owner's regular water service
40 charges from the city and charges billed to the residents
41 by the owner for the same period of time. This requirement
42 is not necessary during initial registration.

1 2. Only individual dwellings in a multitenant residential
2 property that is served by a meter installed by the city
3 may be submetered, and each submeter shall serve only one
4 (1) unit.

5 3. The owner of any property engaged in remetering shall
6 abide by all provisions set forth in the Margate City Code
7 of Ordinances, as well as any federal, state and local law
8 or administrative rule, and the Florida Building Code, all
9 as may be amended from time to time, the American Water
10 Works Association (AWWA), and all applicable developer's
11 agreement for the property.

12 4. The owner of any remetered property is solely
13 responsible for the costs associated with the remetering
14 of the water meters on the property, including, but not
15 limited to, the cost of the installation of all water
16 submeters and associated plumbing, and shall obtain all
17 required permits prior to the installation of same.

18 5. The owner of any property engaged in remetering shall
19 test and inspect all submeters within the time intervals
20 recommended by the AWWA and in compliance with AWWA
21 standards. In addition, submeters shall be tested for
22 accuracy of the flow rates and test flow quantities in
23 accordance with applicable AWWA standards. No submeter
24 shall be placed into service unless it has been tested by
25 a certified testing facility in compliance with AWWA
26 standards for accuracy, as evidenced by the manufacturer's
27 information or as tested by the owner, if no
28 manufacturer's information is available. The owner shall
29 also perform a test of the accuracy of a submeter at any
30 time upon reasonable request by the city.

31 6. The owner of any property engaged in remetering shall
32 distribute information regarding the remetering to all
33 individual users who will receive distributed utility
34 bills. Included in that information will be the name and
35 phone number of the appropriate owner's representative to
36 whom all billing inquiries can be directed.

37 7. Upon reasonable request of an individual user, the
38 owner of any property engaged in remetering shall make the
39 following available for the individual user's inspection:

40 a. The direct billing from the city to the owner for the
41 current month and the twelve (12) preceding months.

42 b. The calculation for the billing for the current month
43 and the twelve (12) preceding months.

1 c. All submeter readings and user billings for the
2 individual unit for the current month and the twelve (12)
3 preceding months.

4 d. All submeter test results for the individual unit for
5 the current month and the twelve (12) preceding months.

6 (b) *Billing for remetering.*

7 1. The billing process for remetering activities shall be
8 as follows:

9 *Sale/rental agreement for submetering.* All sale/rental
10 agreements between the owner and the resident shall
11 clearly state that the unit is or may be submetered, that
12 bills for water service will or may be issued on a
13 submetered basis, and that bills shall not include charges
14 for water service for common areas and facilities. The
15 resident shall initial this provision on the sale/lease
16 agreement. Current residents must be notified of the
17 information required in this section ninety (90) days
18 prior to the implementation of the service, unless notice
19 was otherwise provided in the resident's sale/rental
20 agreement.

21 2. *Rendering and form of submetered bill.*

22 a. Bills shall be rendered for the same billing period as
23 that of the city, generally monthly, unless service is
24 rendered for less than that period. Bills shall be
25 rendered as promptly as possible following the reading of
26 the submeters.

27 b. The billing rate shall be that used by the city in its
28 billing to the owner for water service.

29 c. The owner shall ensure that water service consumption
30 billed to each individual unit is only for each unit's
31 submetered usage.

32 d. A separate bill must be issued with the submetered
33 billing information, separate and distinct from any other
34 charges, and shall not be combined with the sale, rental
35 and/or maintenance payment or with any other service
36 provided to the resident.

37 e. The bill shall reflect only submetered usage and the
38 applicable taxes. No administrative charges shall be
39 charged as part of remetering bill.

40 3. *[Required information.]* The resident's water service
41 submeter bill shall show all of the following information:

- a. The date and submeter reading of the period for which the bill is rendered.
 - b. The prior and current submeter readings.
 - c. The total gallons of water service being billed.
 - d. The computed rate for gallons being billed.
 - e. The total amount due for water service used and applicable taxes.
 - f. The name and address of the resident to whom the bill is issued.
 - g. The name of the company rendering the submetering bill, if applicable, and the address and telephone number of the person from that firm that is to be contacted in case of a billing dispute.
 - h. The date by which the resident must pay the bill.
 - i. The name, address and telephone number of the party to whom payment is to be made.
 - j. If it is an estimated bill, the bill shall be distinctly marked as such.
4. Owners and remeterers shall not impose any extra charges on the resident over and above the water service charges and including the applicable taxes that are billed by the city to the owner. The bill may not include a deposit, reconnect charge, or additional utility late penalty, except as identified in the lease as being considered as and charged as a portion of the rent on the unit.
5. Estimated remetering bills. Estimated bills shall not be rendered unless:
- a. The submeter has been tampered with or bypassed. The estimated billing shall not exceed two (2) billing periods.
 - b. The submeter is found not to be in conformance with AWWA accuracy standards or has stopped and found not to register for any period. The owner may impose an estimated charge for a period not to exceed one (1) billing period, based on amounts used under similar conditions by the same resident during periods preceding or subsequent thereto, or during the corresponding period in previous years.
- (c) *Prohibited practices.*
1. In no case shall a customer, except with the written consent of the city, extend his lines across a street,

1 alley, land, court, property line, avenue, or other way,
2 in order to furnish water/sewer service for adjacent
3 property through one (1) meter, even though such adjacent
4 property be owned by him.

5 2. It shall be unlawful for any person, firm, corporation
6 or other business entity to engage in remetering in
7 violation of the provisions of this article or to
8 individually bill for water service other than through a
9 remetering agreement with the city.

10 3. No unit may be submetered unless all units are
11 submetered in each building served by a master meter.

12 4. No submeters can be used to avoid water main extensions
13 or payment of appropriate connection charges and other
14 fees due to the city.

15 5. Partial submetering and its billing based on a
16 proration of water service is prohibited.

17 6. It shall be unlawful for owners to make a profit from
18 remetering. Charges passed on to lessees shall not exceed
19 the amount that is billed by the utility company as shown
20 in the master meter(s) for the property.

21 7. It shall be unlawful for any person, firm, corporation
22 or other business entity to place a submeter in use that
23 is not registering in accordance with the AWWA
24 specifications set forth in this article.

25 8. Disconnection of water service by an owner and/or
26 remeterer for delinquent bills is prohibited. Water
27 service may only be disconnected for emergency purposes,
28 such as water service line problems, leakage, flooding or
29 in the event that a dangerous condition exists which is
30 related to the service being provided.

31 (d) *Denial, suspension and revocation.*

32 1. Any unauthorized extension, remetering, sale or
33 disposition of service, my result in the suspension or
34 denial of an owner's water/sewer service, and be subject
35 to discontinuance until such unauthorized extension,
36 remetering, sale or disposition is discontinued and full
37 payment is made of bills for water/sewer service,
38 calculated on proper classification and rate schedules and
39 reimbursement in full made to the city. The owner of any
40 property that is engaged in remetering shall be solely
41 responsible for all extra expenses incurred for clerical
42 work, testing and inspections.

1 2. The city may deny, suspend, or revoke a registration
2 issued pursuant to the provisions of this article if it is
3 determined by the city that the applicant or registrant
4 has:

5 a. Submitted an application that is not filed in
6 accordance with subsection (a), is incomplete or untrue in
7 whole or in part.

8 b. Violated any provision of this article.

9 c. Misrepresented or concealed a material fact on the
10 application, renewal application or replacement
11 application.

12 d. Aided or abetted a person who has not obtained a
13 registration to evade or avoid the provisions of this
14 article.

15 e. Engaged in fraudulent conduct in connection with
16 remetering.

17 f. Violated any condition, limitation or restriction of a
18 registration imposed by the city.

19 g. Was enjoined by a court of competent jurisdiction from
20 engaging in the trade or business of remetering or was
21 enjoined by a court of competent jurisdiction with respect
22 to any of the requirements of this article.

23 h. Failed to comply with the terms of a cease and desist
24 order, notice to correct a violation, written assurance of
25 compliance or any other lawful order of the city.

26 (8) *Continuity of service.* The city will at all times use
27 reasonable diligence to provide continuous water/sewer
28 service, and having used reasonable diligence, shall not
29 be liable to the customer for failure or interruption of
30 continuous water/sewer service. The city shall not be
31 liable for any act or omission caused directly or
32 indirectly by strikes, labor troubles, accidents,
33 litigations, breakdowns, shutdowns for emergency repairs,
34 or adjustments, acts of sabotage, enemies of the United
35 States, wars, United States, state, municipal or other
36 governmental interference, acts of God or other causes
37 beyond its control. When the city knows in advance that
38 service will be interrupted, all customers affected by
39 said interruption or discontinuance shall be given not
40 less than twenty-four (24) hours' notice through public
41 announcement.

42 (9) *Type and maintenance.* The customer's pipes, apparatus
43 and equipment shall be selected, installed, used and

maintained in accordance with the standard practice, conforming with the rules and regulations of the city, and in full compliance with all laws and governmental regulations for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and projected, or which may adversely affect the water/sewer service; and the city reserves the right to discontinue or withhold water/sewer service to such apparatus or device.

(10) *Change of customer's installation.* No changes or increase in customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the city shall be made without written consent of the city. The customer will be liable for any change to the customer's installation resulting from a violation of this rule.

(11) *Inspection of customer's installation.* All customer's water/sewer installations or changes shall be inspected upon completion by competent authority to insure that customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other governmental inspection is required by local rules or ordinances, the city cannot render water/sewer service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the city.

Any matters pertaining to permitting, construction, connections or inspections of the water and sewer system must be done in consultation with the utility department.

The city reserves the right to inspect customer's installation prior to rendering water/sewer service and from time to time thereafter but assumes no responsibility whatsoever for any portion thereof.

(12) *Protection of city's property.* The customer shall exercise reasonable diligence to protect the city's property on the customer's premises, and shall knowingly permit no one but the city's agents, or persons authorized by law, to have access to the city's pipes and apparatus.

In the event of any loss, or damage to property of the city caused by or arising out of carelessness, neglect or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

1 (13) *Right to premises.* The duly authorized agents of
2 the city shall have access to the premises of the customer
3 for the purpose of installing, maintaining and inspecting
4 or removing city's property, reading meters and other
5 purposes incident to performance under or termination of
6 the city's utility service for the customer and in such
7 performance shall not be liable for trespass.

8 It shall be unlawful for any owner or lessee of property
9 to keep a dog in such a manner that it impedes the duties
10 of any utility department employee where said employee is
11 properly attempting to execute his/her duties whether same
12 be on public or private property. The penalty for
13 violation of this section shall be as prescribed in
14 Section 1-8 of this Code.

15 If, after an owner or lessee being provided utility
16 services fails to give clear access to a utility
17 department employee performing his/her duty, upon
18 reasonable notice by the city, the city shall be
19 authorized to:

20 a. Terminate water and sewer services;

21 b. In order to accomplish subsection a. above, impound any
22 animal which impedes the city from terminating utility
23 services and transport same to a county animal shelter;

24 c. Refuse to resume utility services until such time as
25 the city is paid for reasonable costs of impounding the
26 impeding dog.

27 (14) *Right-of-way or easements.* The customer shall
28 grant or cause to be granted to the city and without cost
29 to the city all rights, easements, permits and privileges
30 which are necessary for the rendering of water/sewer
31 service.

32 (15) *Billing periods.* Bills for water/sewer service
33 will be rendered monthly. Bills are due when rendered and
34 shall be considered as received by customer when delivered
35 or mailed to water/sewer service address or some other
36 place mutually agreed upon.

37 Nonreceipt of bills by customer shall not release or
38 diminish obligation of customer with respect to payment
39 thereof, unless bills have been returned to the city for
40 incorrect address.

41 (16) *Contract with owners.* Terms of payment and
42 delinquent bills.

1 a. Water and/or sewer services shall be authorized only by
2 the owner of the property which said water and/or sewer
3 services shall be supplied.

4 b. No parcel of property shall be supplied water and/or
5 sewer services unless and until a document evidencing that
6 the owner of the parcel is responsible for any and all
7 water and/or sewer charges is on file with the utility
8 department of the City of Margate. Further, a deposit
9 required pursuant to this code, must be placed with the
10 utility department of the City of Margate in the name of
11 the owner of the parcel of property.

12 c. Bills are due when rendered, and if not paid within
13 twenty (20) days thereafter, become delinquent, and
14 water/sewer service may then, after five (5) days' written
15 notice, be discontinued. Services shall not be
16 discontinued for any rental property unless notice of said
17 discontinuation is sent at least five (5) days prior to
18 same, to both the landlord and to the rental property
19 itself. Service will be resumed only upon payment of all
20 past-due bills and penalties, together with a reconnect
21 charge as listed in section 39-71, when performed during
22 regular working hours. After regular working hours, the
23 reconnection charge will be as listed in section 39-71.
24 There shall be no liability of any kind against the city
25 by reason of discontinuance of water/sewer service to the
26 customer for failure of the customer to pay the bills on
27 time. Non-receipt of bills by the customer shall not
28 release or diminish the obligation of the customer with
29 respect to payment thereof, unless bills have been
30 returned back to the city for incorrect address.

31 (17) *Payment of water and sewer service bills*
32 *concurrently.* When both water and sewer service are
33 provided by the city, payment of any water service bill
34 rendered by the city to a water service customer shall not
35 be accepted by the city without the simultaneous or
36 concurrent payment of any sewer service bill rendered by
37 the city, if the charges for water service are not so
38 paid, the city may discontinue both sewer service and
39 water service to the customer's premises for nonpayment of
40 the water service charges or if the charges for sewer
41 service are not so paid, the city may discontinue both
42 water service and sewer service to the customer's premises
43 for nonpayment of the sewer service charge. The city shall
44 not re-establish or reconnect sewer service and water
45 service or either of such services until such times as all
46 sewer service charges and water service charges and all

1 other expenses or charges established or provided for by
2 these rules and regulations are paid.

3 (18) *Temporary discontinuance of service.* At any time
4 that water/sewer service is not being furnished to the
5 premises, the service availability charge will be
6 applicable during the period of discontinued service.

7 (19) *Tax clause.* Rates and/or charges may be increased
8 or a surcharge added in the amount of the applicable
9 proportionate part of any taxes and assessments imposed by
10 any governmental authority in excess of those in effect
11 after the approval of this rule which are assessed on the
12 basis of meters or customers or the price of or revenues
13 from water sold.

14 (20) *Change of occupancy.* When change of occupancy
15 takes place on any premises supplied by the city with
16 water/sewer service, written notice thereof shall be given
17 at the office of the city not less than three (3) days
18 prior to the date of change by the outgoing customer, who
19 will be held responsible for all water/sewer service used
20 on such premises until such written notice is so received
21 and the city has had reasonable time to discontinue
22 water/sewer service. However, if such written notice has
23 not been received, the application of a succeeding
24 occupant for water/sewer service will automatically
25 terminate the prior account.

26 ~~For the convenience of its customers, the city will accept~~
27 ~~telephone orders to discontinue service and will use all~~
28 ~~reasonable diligence in the execution thereof. However,~~
29 ~~oral orders or advice shall not be deemed binding or be~~
30 ~~considered formal notification to the city and failure to~~
31 ~~comply with same shall not be cause for liability to the~~
32 ~~city.~~

33 (21) *Unauthorized connections, water/sewer.* Connections
34 to the city's water/sewer system for any purpose
35 whatsoever are to be made only by employees of the city.
36 Unauthorized connections render the service subject to
37 immediate discontinuance without notice and water/sewer
38 service will not be restored until such unauthorized
39 connections have been removed and unless settlement is
40 made in full for all water/sewer service estimated by the
41 city to have been used by reason of such authorized
42 connection.

43 (22) *Meters.* All water/sewer meters shall be furnished
44 by and remain the property of the city and shall be
45 accessible and subject to its control. The customer shall

1 provide meter space to the city at a suitable and readily
2 accessible location and when the city considers it
3 advisable, within the premises to be served, adequate and
4 proper space for the installation of meters and other
5 similar devices.

6 (23) *All water/sewer through meter.* That portion of the
7 customer's installation for water/sewer service shall be
8 so arranged that all water/sewer shall pass through the
9 meter. No temporary pipes, nipples, or spaces are
10 permitted and under no circumstances are connections
11 allowed which may permit water to bypass the meter or
12 metering equipment.

13 (24) *Adjustment of bills.* When a customer has been
14 overcharged or undercharged as a result of incorrect
15 application of the rate schedules, incorrect reading of
16 the meter, incorrect connection of the meter, or other
17 similar reasons, the amount may be credited or billed to
18 the customer as the case may be.

19 (25) *Customer deposit.* Before rendering service, the
20 city will require a deposit or guarantee satisfactory to
21 the city to secure the payment of bills; and the city
22 shall give the customers a non-negotiable and
23 nontransferable deposit receipt. The amount of a deposit
24 shall be as per Ordinance No. 82-20 [section 39-71(C) of
25 this Code].

26 If customer's water/sewer service is disconnected for
27 nonpayment twice within a six-month period, that customer
28 may be required to maintain a deposit double the current
29 deposit amount at the discretion of the administration.

30 Upon final settlement of customer's account, any unused
31 balance of the deposit will be refunded. Refund is
32 contingent upon surrender to the city of the applicable
33 deposit receipt or, when the receipt cannot be produced,
34 upon adequate identification. The additional deposit may
35 be refunded, at the customer's request, if the customer's
36 water/sewer service is not disconnected for nonpayment for
37 a one-year period following the collection of the
38 additional deposit. Upon final settlement of customer's
39 account, the city shall refund the net amount thereof
40 after deducting such funds that may be due the city.

41
42 **[Note to Municipal Code: The rest of this section shall**
43 **remain as codified.]**
44
45

SECTION 2: All ordinances or parts of ordinances in conflict herewith are and the same is hereby repealed to the extent of such conflict.

SECTION 3: If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4: It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the City of Margate Code, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5: This ordinance shall become effective immediately upon adoption at its second reading.

PASSED ON FIRST READING THIS ____ day of _____,
2016.

PASSED ON SECOND READING THIS ____ day of _____,
2016.

ATTEST:

JOSEPH KAVANAGH
CITY CLERK

MAYOR TOMMY RUZZANO

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RECORD OF VOTE - 1ST READING RECORD OF VOTE - 2ND READING

Simone	_____	Simone	_____
Peerman	_____	Peerman	_____
Talerico	_____	Talerico	_____
Bryan	_____	Bryan	_____
Ruzzano	_____	Ruzzano	_____