



AGENDA
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
August 21, 2023 - 6:00 PM

195 Christobal Road – North, Mary Esther, FL 32569

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENTS (3 MINUTES PER PERSON)**
5. **DISCUSSION OF SHORT-TERM RENTALS**
 - 5.1. **Review of Short-Term Rental Ordinances**
6. **COMMENTS**
7. **ADJOURN**

******* PLEASE TURN OFF OR SILENCE ALL CELL PHONES *******

REMOTE MEETING ATTENDANCE

The virtual link to our meetings is posted in the calendar section of our website (www.cityofmaryesther.com) You may log into the meeting up to 10 minutes prior to the start time to ensure your connection is working properly.

All communications via the chat feature by online participants during city meetings are subject to Florida's public records laws and must be civil in public discourse whether written or spoken. Any private messages sent by online attendees during the meeting is strongly discouraged. Only messages sent to "All" or "Everyone" in the public forum will be addressed by the City Council or City staff during the meeting.

NOTES:

- 1) *Adjournment with continuation on the following day at 6:00 PM may be called if the meeting proceeds past 10 PM.*
- 2) *The City does not keep verbatim minutes as a matter of record. If a person decides to appeal any decision made by the Mary Esther City Council with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. See Florida Statute 286.0105*
- 3) *Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council is not allowed by law to endorse the religious beliefs or views of this or any other speaker.*

AGENDA ITEM

Agenda Item 5.1.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: August 21, 2023

SUBJECT: Review of Short-Term Rental Ordinances

BACKGROUND:

In 2011, the Florida Legislature preempted cities from regulating short-term rentals. Existing ordinances adopted prior to June 1, 2011, were "grandfathered" and allowed to continue. The Legislature restored some authority back to cities in 2014 to address parking, noise, trash, and life-safety issues.

At the time, the City had code language that was interpreted to prohibit short-term rentals within residential districts. While changes were discussed, prior councils elected not to amend the code out of concern that doing so would result in the City losing its "grandfather" status, which would allow short-term rentals within residential districts.

In 2022, litigation was filed challenging the City's interpretation of the code. The Court ruled in May 2023 that our existing regulations did not prohibit short-term rentals. Subsequently, the City Council elected not to appeal the ruling and requested a workshop to discuss an ordinance regulating short-term rentals.

DISCUSSION:

The goal of this workshop is to start to define and narrow the scope of a short-term rental ordinance. Three separate ordinances are attached. These examples were selected to show the varying levels of regulation across the state. Staff will provide an overview of each, note significant differences, and request feedback to assist with writing the first draft of an ordinance.

- Panama City Beach
- Destin
- Wilton Manors

FINANCIAL IMPACT:

Discussion only.

RECOMMENDATION:

Staff requests city council discuss and provide guidance on implementation of a short-term rental ordinance that city staff will prepare and bring back at a future council meeting for consideration.

ATTACHMENT(S):

1. Ordinance - Panama City Beach
2. Ordinance - Destin
3. Ordinance - Wilton Manors

Sec. 14-1. Definitions.

The following words and phrases, as used in this chapter, shall have the meanings respectively ascribed to them:

Artisans shall mean any person engaged in the business of creating, decorating or assembling any merchandise for sale to the consumer at the same location as such creation, decoration or assembly, including by way of example and not limitation, air brush artists, sketch artists, painters, potters, turners, joiners, carpenters, carvers, wood workers, weavers, knitters, toolers, jewelers, metal smiths, glass blowers or other craft persons.

Gross sale shall mean the gross sale price at which all sales were made, whether for cash or on time or for credit, and shall not contemplate any deductions for any purpose not specifically provided for in this chapter; and shall mean all sales regardless of the ultimate distribution, place of delivery or purpose of use of any such merchandise. Any merchant having cash and credit sales may, if he desires, report any such cash sales only and he shall thereafter include in each monthly report all credit collections made during the month preceding and shall pay the tax thereon at the time of filing the report.

Hosting platform means an internet-enabled application, mobile application, or any other digital platform that is used to connect guests with a transient residential rental provider for the purpose of renting a transient residential rental.

Merchandise shall mean any goods, wares or commodities bought or sold in the usual course of trade.

Merchant shall mean any person engaged in the business of selling, merchandise at retail or wholesale or the business of renting sleeping or living quarters to transients, or the business of operating, maintaining or conducting amusement rides or devices or amusement parks, or attractions, or the business of an artisan, and when used in this chapter shall include but not in any way be limited to manufacturers and distributors of bottled soft drinks, ice cream and bakery products, job printers, undertakers, dealers in motor vehicles and house trailers, blacksmith shops, retail butcher shops, distributors of tobacco products, manufacturers of building material blocks, dairy products and milk distributors, dealers in automobile accessories and parts, vendors of electric or gas machinery and equipment, dealers in selling engines and supplies, dealers in gravel and sand, operators of soda fountains, lumber dealers whether operating a sawmill, planing mill, novelty works or not, newsstands where papers and periodicals are sold, dealers in pianos or organs, dealers in secondhand merchandise, dealers in sewing machines and transit-mix concrete plants, and other service establishments whose gross receipts include the sale of merchandise as defined herein. However, that part of the gross receipts accounted for as services rendered shall not be used in calculating the amount of tax due measured by sales. The term "merchant," when used in this chapter, shall further include but not in any way be limited to operators of motels, hotels, apartments, rooming houses, houses rented to transients, tourists and trailer courts and camps and any other such quarters.

Resale shall mean a second sale; a sale of what was before sold. To constitute a resale, the second sale must be of the identical article or thing before sold in its original form and shape. Any article or thing sold, where incorporated into or joined with another or other articles or things and then sold together as a new or different article or product, shall not be considered an article or thing sold for resale; provided that nothing in this chapter concerning the definition of the word "resale" shall be deemed or held to apply to manufacturers of building material blocks or transit-mix concrete plants, such manufacturers and plants being hereby defined as "wholesale merchants."

Retail merchant shall mean any merchant who sells to the consumer or for any purpose other than resale, including renting of accommodations and the operating, maintenance or conduct of amusements or amusement parks and including artisans, except that sales to manufacturers and sales to the state, the federal government or any political division of either of them shall be considered wholesale sales.

Sale shall mean any transfer of title or possession, or both, exchange, barter, lease or rental, conditional or otherwise, in any manner or by any means whatsoever of tangible personal property for a consideration, and shall include the rental of motel or hotel rooms, apartments, rooming houses, tourist trailer courts or camps, houses rented to transients and any other such quarters.

Transient shall mean any person staying, sleeping or living in quarters not owned by him for a consideration, until such person shall have so stayed, slept or lived for an uninterrupted period exceeding three (3) months.

Transient Residential Rental means a dwelling unit, sleeping or living quarters that is provided for temporary rental to transient individuals, tourists, or groups for a duration of less than six (6) months.

Wholesale merchant shall mean any merchant who sells to another for the purpose of resale.

(Code 1973, § 11-1; Ord. No. 210, § 1, 6-14-78; Ord. No. 258, §§ 1, 2, 5-27-82; Ord. No. 1501, § 1, 11-14-2019)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 14-31. Requirements for operating a transient residential rental; requirements for publishing property listings on hosting platforms; requiring business tax receipt number.

- (a) No property owner or operator shall offer as a Transient Residential Rental, or allow any person to rent or occupy as a transient residential rental, any property in whole or in part, unless a business tax receipt has first been obtained in accordance with the provisions of this section. A property may be offered as a Transient Residential immediately upon submission of an application for Business Tax Receipt.
- (b) Each Hosting platform under this section will not list, or permit any person to list, any Transient Residential Rental on its Hosting platform, unless the hosting platform:
- (1) Posts a notice, in a conspicuous place on its website, advising transient residential rental providers, operators, and property owners that such providers are required under this section to obtain a City-issued business tax receipt in order to list a rental property on its hosting platform; and
 - (2) Requires the property owner or operator to display a City-issued business tax receipt number for each listing that appears on a Hosting platform.
- (c) *Penalties and enforcement.*
- (1) A violation of this section shall be subject to the following fines:
 - a. If the violation is the first offense, a person or business shall receive a civil fine of one thousand dollars (\$1,000.00);
 - b. If the violation is the second violation within the preceding six (6) months, a person or business shall receive a civil fine of two thousand dollars (\$2,000.00);
 - c. If the violation is the third violation within the preceding six (6) months, a person or business shall receive a civil fine of three thousand dollars (\$3,000.00); and
 - d. If the violation is the fourth or subsequent violation within the preceding six (6) months, a person or business shall receive a civil fine of five thousand dollars (\$5,000.00).
 - (2) Enforcement. In addition to any other penalty provided by law, compliance with this Section 14-31 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System). This shall not preclude other law enforcement agencies from any action to assure compliance with this section and all applicable laws.
- (d) *Exceptions.* Penalties listed in subsection (c)(1) shall not apply to Hosting platforms which post or display user-inputted City-issued business tax receipt numbers but fail to verify the validity of user-inputted data. Upon receipt of notice that the Platform has displayed invalid business tax receipt numbers for any property, the Platform shall remove the listing or correct the listing within ten (10) days of the notice.
- (e) *Compliance with Exceptions.* A Hosting platform will not be held in violation of this section in an event of a property owner providing a false address that falls within a zoning district that allows Transient Residential Rentals and after booking, personally directing the guest to a different property located within a zoning district that prohibits Transient Residential Rentals. However, in an event that a Hosting platform discovers the falsity of the provided property address, it must disclose the falsity and the identity of the property owner to the City within fifteen (15) days of the discovery. Should the Hosting platform fail to disclose property owner's misconduct, the Hosting platform shall be punished in accordance with section 1-12 of the City Code.
- (1) Any person or property owner who knowingly commits the act described in subsection 14-31(e) or any other act done to bypass the provisions outlined in this section in order to list properties within a

zoning district that prohibits Transient Residential Rentals, shall be punished in accordance with section 1-12 of this Code.

(Ord. No. 1501 , § 2, 11-14-2019)

ARTICLE VI. REGISTRATION OF SHORT-TERM RENTALS¹

Sec. 13-103. Purpose.

The City Council of the City of Destin recognizes that the unregulated rental of single-family detached dwelling units by seasonal residents uniquely impacts certain neighborhoods within the City of Destin. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for citizens of the City of Destin to mitigate impacts created by such rental of single-family dwelling units within the City of Destin as set forth by this article.

(Ord. No. 17-03-CC, § 3, 2-21-17)

Sec. 13-104. Definitions.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their meaning as provided in section 1-2, Definitions and rules of construction, of the City of Destin Code of Ordinances.

Condominium shall mean the form of ownership of real property, created pursuant to F.S. Ch. 718.103, which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.

Dwelling, single-family shall mean for the purposes of this article a residential structure that may either be detached from any other residential structure or be attached to a wall of another residential structure such as townhomes, duplexes, and triplexes.

Garbage shall mean every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all other putrescible or easily decomposed animal or vegetable waste matter which is likely to attract flies or rodents.

Owner shall mean the person in whom is vested the ownership, dominion, or title of property.

Responsible party shall mean for the purposes of this article, the owner or the person designated by the owner of the property to be called upon to answer for the maintenance of the property and the conduct and acts of seasonal residents of single-family dwelling units.

¹Editor's note(s)—Ord. No. 17-03-CC, § 3, adopted February 21, 2017, amended article VI in its entirety to read as herein set out. Former article VI, §§ 13-103—13-117, pertained to similar subject matter. See Code Comparative Table for complete derivation.

Seasonal resident shall mean people, guests, tourists, lessees, vacationers, or others who lease or rent a single-family dwelling unit for valuable consideration for a period of time between one (1) day to no more than six (6) months.

Short-term rental shall mean for the purposes of this article, any occupancy of a single-family dwelling unit for a period of time between one (1) day to no more than six (6) months.

(Ord. No. 17-03-CC, § 3, 2-21-17)

Sec. 13-105. Registration required.

It shall be unlawful for any person to allow another person to occupy any single family dwelling unit as a seasonal resident within the City of Destin, or offer such rental services within the City of Destin, unless the person has been registered with the City of Destin in accordance with the provisions of this article. Once registration is complete, the applicant will receive a city-issued annual sticker which must be displayed in a conspicuous location at the front of the rental property.

Additionally, the applicant shall post a sign on the property in accordance with section 13-114 of this Code within seven (7) days following the completion of the registration process.

(Ord. No. 17-03-CC, § 3, 2-21-17; Ord. No. 18-10-CC, § 3, 6-18-18)

Sec. 13-106. Formal application required.

Every person required to procure a registration under the provisions of this article shall submit a new application for such registration each year to the city manager or his designee. Submission of an incomplete registration application form shall result in rejection of the application.

(Ord. No. 17-03-CC, § 3, 2-21-17)

Sec. 13-107. Application for registration.

Applications for registration shall include:

- (1) Address, lot, block and subdivision name of single-family dwelling unit offered for rental.
- (2) Name, address, and phone number of owner of said single-family dwelling unit.
- (3) Email of owner of said single-family dwelling unit.
- (4) Name, address and emergency contact phone number of a responsible party who resides within thirty (30) miles of said single-family dwelling unit. The contact number shall be a twenty-four-hour, seven (7) days a week contact number.
- (5) Emergency contact phone number for a responsible party shall be answered twenty-four (24) hours a day, seven (7) days a week, and the Responsible party shall have authority to address and correct violations associated with the single-family dwelling unit including but not limited to authority to evict tenant(s).
- (6) Acknowledgement signed by the owner or agent of the owner, understanding and agreeing to the initial and on-going compliance with the City of Destin's short-term rental regulations and standards contained herein and all other applicable local, state, and federal laws, regulations, and standards to include, but not limited to F.S. ch. 509, and Rules, Chapter 61C and 69A, of the Florida Administrative Code.

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- (7) Valid and current City of Destin Business Tax Receipt.
 - (8) Valid and current Florida Department of Revenue Annual Resale Certificate under F.S. ch. 212, and a valid current department of business and professional regulation vacation rental dwelling license under F.S. ch. 509.
 - (9) Signage must be displayed in accordance with City of Destin Code of Ordinances chapter 13, article VI, section 13-114.
 - (10) Application fee is required at the time of application and is non-refundable. Applications submitted without an application fee will be deemed incomplete.
 - (11) Applications deemed incomplete will be rejected/returned to the owner/applicant and are subject to a reapplication fee and late fees.
 - (12) Applications in a paper format may be subject to an additional administrative fee.

(Ord. No. 17-03-CC, § 3, 2-21-17; Ord. No. 18-10-CC, § 3, 6-18-18)

Sec. 13-108. Local responsible party required.

Whenever any property is required to be registered under this article, the owner shall appoint a person to serve as the local responsible party for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. The owner shall notify the city manager or his designee in writing of the appointment within five (5) days of being required to make such appointment, and shall thereafter notify the city manager or his designee of any change of the local responsible party within fifteen (15) days of such change.

The designation of a local responsible party does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances. Further, a local responsible party who accepts the designation to act on behalf of a property owner is held to the same standard as the property owner with respect to compliance with all statutes and ordinances and may be cited for non-compliance with any code, rule or ordinance applicable to the property.

Further, it is hereby made the affirmative duty of the local responsible party to:

- (1) Inform all seasonal residents prior to occupancy of the single family dwelling unit of applicable City of Destin ordinances concerning noise, vehicle parking, garbage and common area usage.
- (2) Maintain all properties under their control in compliance with the occupancy limits, as specified in the City of Destin Code of Ordinances.
- (3) Ensure that the provisions of this article are complied with and promptly address any violations of this article or any violations of law, which may come to the attention of the responsible party.
- (4) Post a sign outside the residence that clearly identifies the management company responsible for the property and the phone number of the local responsible party that is located within thirty (30) miles of the residence, in accordance with sections 13-107 and 13-114 of this Code. The name and address of the responsible party shall be listed on the annual registration form. The responsible party shall immediately notify the city if the responsible party changes during the year. The responsible party shall be available with authority to address and correct violations with the rental of the single family dwelling unit twenty-four (24) hours a day, seven days a week. No guest may stay in the residence until the sign is erected with the necessary information.
- (5) Be familiar with the city's short term rental regulations and provide acknowledgement that the applicant will comply with the city's regulations for short-term rentals at the time of registration.

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- (6) Be situated close enough to the single family dwelling unit to be able to and have the capacity to service emergency calls within one (1) hour of notification, including but not limited to evicting tenants.
 - (7) Maintain the entire property of the single-family dwelling unit free of garbage and litter. Provide however, that this section shall not prohibit the storage of garbage and litter in authorized private receptacles for collection.

(Ord. No. 17-03-CC, § 3, 2-21-17; Ord. No. 18-10-CC, § 3, 6-18-18; Ord. No. 18-29-CC, § 3, 1-22-19)

Sec. 13-109. General regulations/standards.

- (1) All vehicles shall only be parked in the improved accessway/vehicle use area as defined per Land Development Code, Section 3.00.01 and/or within the garage area of the single-family dwelling unit. Garage area parking shall only be counted as provided parking if the area is open and free from obstructions. Vehicles shall not be within the right-of-way, including the grassy/unimproved areas and sidewalk sections for pedestrian traffic pursuant to City of Destin Code of Ordinances, Chapter 19.5, Traffic and Motor Vehicles and Land Development Code, Section 8.01.00.6. Vehicles found in violation of the City of Destin's applicable codes may be subject to citation or impoundment;
- (2) It shall be unlawful to allow or make any noise or sound which exceed the limits set forth in Chapter 14, Article 2;
- (3) Signage will be posted and maintained on the single-family dwelling unit in accordance with section 13-116, of this article;
- (4) No garbage container shall be located at the curb for pickup before 12:00 p.m. of the day prior to pick up, and garbage container shall be removed before midnight of the day of pickup. Additionally, by 5:00 p.m. the day after the last day of the contracted short-term rental period, all garbage shall be removed. The owner shall be required to obtain one (1) trash can for the first three (3) bedrooms; and one (1) can per two (2) bedrooms thereafter, and to acquire special valet garbage service from the city's solid waste removal provider in order to ensure all garbage is properly contained and removed. The owner, in lieu of acquiring valet garbage service from the city's solid waste removal provided, may utilize a third party valet garbage service removal provider, but such private service shall not excuse continuing to accept and pay for regular services of the city solid waste service provider;
- (5) Whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance of a single-family dwelling unit, or, having been authorized, licensed, or invited is warned by the owner or lessee, to depart the single-family dwelling unit and refuses to do so, commits the offense of trespass in a structure or conveyance;
- (6) Recreational amenities, such as exercise facilities, hot tubs and swimming pools, may not be jointly shared commodities and should not be considered available for use unless the right to use such facilities is clearly stated in the rental agreement for the dwelling unit;

(Ord. No. 17-03-CC, § 3, 2-21-17; Ord. No. 18-10-CC, § 3, 6-18-18)

Sec. 13-110. Fees for registration.

The City of Destin is authorized and shall charge reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the City Council of the City of Destin. If a property owner fails to register their short term rental unit in a timely manner, fines will be imposed consistent with the schedule of fees as amended. If a property owner fails to

register their short-term rental unit within ninety (90) days of receipt of the notice to register, the property owner is subject to code enforcement proceedings.

(Ord. No. 17-03-CC, § 3, 2-21-17; Ord. No. 18-10-CC, § 3, 6-18-18)

Sec. 13-111. Registration not transferable.

No registration issued under the provisions of this article shall be transferred, assigned, used by any person, owner, or agent of the owner other than the one to whom it is issued, or at any location other than the one for which it is issued. No registration issued under this article creates any vested right.

(Ord. No. 17-03-CC, § 3, 2-21-17)

Sec. 13-112. Renewals and expiration of registration.

All short-term rental registrations issued under the provisions of this article shall be valid for a period not to exceed twelve (12) months and expiring on the last day of February of each calendar year.

Renewal applications must meet the requirements of the City of Destin's Code of Ordinances, Chapter 13, Article 6, Section 13-107. Short-term rental registration renewals may be renewed between January 1 and March 1 of each year. Short-term rental registrations are due March 1 of each year; any such renewal registration received after March 1 of each year is considered late and is subject to a late fee of fifty (\$50.00) and must be paid in addition to any other applicable fees prior to a renewal approval, except as otherwise approved by the city manager or their designee.

(Ord. No. 17-03-CC, § 3, 2-21-17)

Sec. 13-112.5 False information.

It shall be unlawful for any person to give any false or misleading information in connection with the application for registration required by this article.

(Ord. No. 17-03-CC, § 3, 2-21-17)

Sec. 13-113. Territory embraced.

The provisions of this article shall apply within the City of Destin.

(Ord. No. 17-03-CC, § 3, 2-21-17)

Sec. 13-114. Posting of signage.

Prior to the owner of the single-family dwelling unit allowing another person to occupy the single-family dwelling unit as a seasonal resident, owner shall post a sign on the property meeting the following requirements:

- (a) The sign must be prominently placed on the property of the single family dwelling unit so that the required content of the sign shall be legible as viewed from the public right-of-way; however, signage shall not be placed in the public right-of-way;
- (b) Such sign shall be eighteen by eighteen (18×18) inches in size;

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- (c) The sign must clearly indicate the name, and twenty-four (24) hours a day, seven (7) days a week emergency contact phone number of the local responsible party for said single-family dwelling unit. If the responsible party phone number and the rental contact phone number are different, the sign shall clearly indicate both phone numbers;
 - (d) The sign must clearly indicate the occupancy limit and maximum available parking;
 - (e) The sign must be continuously on the property of the single-family dwelling unit during any period a local business tax or registration has not expired;
 - (f) A current City of Destin annual decal must be displayed in the top right hand corner of the sign. The city will provide the property owner with such annual decal at the time of annual registration of the short-term rental.

(Ord. No. 17-03-CC, § 3, 2-21-17; Ord. No. 18-29-CC, § 3, 1-22-19)

Sec. 13-115. Preemption of homeowner's association.

All regulations regarding the posting of a sign on the property of the single-family dwelling unit shall preempt any homeowner's association restrictions on the posting of signs to the extent that any such homeowner's association restrictions or regulations conflict with this article.

(Ord. No. 17-03-CC, § 3, 2-21-17)

Sec. 13-116. Enforcement.

The provisions of this article shall be enforced as provided in Chapter 14, Offenses and Miscellaneous Provisions, of the Code Ordinances of the City of Destin, and by such other means as are specified herein below:

- (1) *Code enforcement:* The code enforcement division may enforce the terms of this article by bringing a case to the code enforcement special magistrate or code enforcement board, whichever is applicable, as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Board or Special Magistrate, of the Code of Ordinances of the City of Destin and F.S. Ch. 162, Pt. I.
- (2) *Civil citation:* The code enforcement division, or other duly authorized officer or authority, may enforce the terms of this article through issuance of civil citation as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code of Enforcement Citation Program and Procedures, of the Code of Ordinances of the City of Destin and F.S. Ch. 162, Pt. II.
- (3) *Denial/Suspension/Revocation:* Any registration issued pursuant to this article may be administratively denied, revoked, or suspended by the city for failure to satisfy the requirements for registration or for violation by the owner of this article, any City of Destin Ordinance, or state law. Such denial, revocation or suspension is in addition to any penalty provided herein. Any appeal of administrative action taken pursuant to this subsection shall be as provided in City of Destin Land Development Code Section 2.22.00, Appeals.
- (4) *Criminal penalties:* A violation of this article shall be punishable as a misdemeanor by a fine of up to five hundred dollars (\$500.00) per violation and a definite term of imprisonment of not more than sixty (60) days as provided in F.S. § 162.22.

It is the legislative intent of the city council in enacting this article to provide an additional or supplemental means of obtaining compliance with the requirements stated herein. Nothing contained in this article shall be deemed to prohibit the City of Destin from seeking enforcement by any other means provided by law, including, but not limited to, filing an action for declaratory and injunctive relief in a court of competent jurisdiction.

Sec. 13-117. Maximum occupancy based on site capacity/grandfathering.

- (a) The maximum overnight occupancy of a short-term rental shall be stated in the short-term rental registration form, and shall be limited to the lesser occupancy of the following two (2) options:
 - (1) Two (2) persons for each bedroom plus four (4) additional persons. The number of bedrooms shall be based upon the property appraiser's residential profile of the property, and other documents of record, as needed. In no case shall the maximum total occupancy for any dwelling unit exceed the occupancy limits permitted by the Florida Fire Prevention Code or Florida Building Code; or
 - (2) A total of twenty-four (24) persons per short-term rental. In the event that there is more than one (1) building or dwelling on one (1) platted lot, the maximum occupancy shall be capped at twenty-four (24) occupants per lot or structure, whichever is less.
- (b) Before the hours of 7:00 a.m. or after 10:00 p.m., the occupancy load of the unit may not exceed the maximum allowed number of overnight tenants.
- (c) Reasonable verification must be given to the designated local responsible party in accordance with section 13-108 of this article within thirty-six (36) hours of rental guest arrival to confirm compliance with the maximum overnight occupancy requirement. The maximum number of allowable occupants and parking shall be posted on signage in front of the rental property in accordance with section 13-114 of this article.
- (d) All marketing and/or advertising for short-term rental units must contain (i) information concerning the occupancy limit of the short-term rental unit, and (ii) the maximum parking available on the property. Advertising for more than the allowable occupancy or allowable parking is prima facie evidence of a violation of the City Code. Further, failure to include such occupancy limits and maximum parking availability is prima facie evidence of a violation of the City Code.
- (e) Minimum provisions for short-term rental agreements: Short term rentals shall be rented, leased or occupied pursuant to a written rental agreement which contains, at a minimum, the following information:
 - (1) Maximum occupancy of the short-term rental that is consistent with the short-term rental registration.
 - (2) The maximum number of vehicles that will be allowed to park at the short-term rental. Such number of vehicles shall not exceed the number of legal parking spaces that the short-term rental owner can show are available to the short-term rental.
 - (3) A statement that all occupants must promptly evacuate from the short-term rental upon posting of any evacuation order issued by state or local authorities.
 - (4) As a courtesy, a copy of a document to be supplied by the city which includes excerpts from the City of Destin's ordinance provisions of general application relevant to short-term rentals to include regulations related to solid waste and trash, prohibited parking, and the city's noise ordinance. Failure of the city to provide this courtesy document does not relieve any short-term rental owner or other person of their obligation to comply with any city ordinance.
- (f) Notwithstanding the above, the owner (or authorized agent) of a short-term rental that either (a) has a pending development order application as of the effective date of this ordinance (January 22, 2019), or (b) has a structure that has been used as a short-term rental as of the effective date of this ordinance (January 22, 2019), may apply for the status of grandfathered for a period of five (5) years, as to occupancy limitations, and may cap its occupancy based upon the criteria and procedures set forth herein. Short-term rentals that have an occupancy of twenty-four (24) hours or less, and that otherwise comply with the

occupancy restrictions set forth in section 13-117(a) above, will not require grandfathering to maintain that occupancy.

- (1) The short-term rental owner, or agent, as applicable ("grandfathering applicant") shall complete a grandfathering application as prescribed by the city, which shall be submitted under oath and upon penalty of perjury, and provide verifiable written proof of the following criteria:
 - a. The use as a short-term rental was existing and legally established as of January 22, 2019.
 - b. The number of bedrooms in the short-term rental was existing and legally established as of January 22, 2019. The number of bedrooms shall be based upon the property appraiser's residential profile of the property, and other documents of record, as needed.
 - c. The short-term rental must be registered with the city and must be in compliance with all applicable City of Destin codes and ordinances.
- (2) The grandfathering application and supporting proof shall be submitted to the city for review by the city staff in consultation with the city land use attorney. If city staff determines that all of the criteria set forth in the above subsection 13-117(f)(1) are met, staff shall confirm the requested occupancy of such short-term rental. If all of the criteria are not met, then the City of Destin shall notify the grandfather applicant of that fact, and the occupancy level that can be approved, in writing.
- (3) Within twenty (20) days after such notice, an evidentiary hearing may be requested by the grandfathering applicant before the city council to provide the grandfathering applicant an opportunity to provide evidence and/or testimony in support of the occupancy requested. A determination by the city council after such evidentiary hearing shall be final. If no hearing is requested during that time period, the occupancy level shall be set at the level determined by the city staff upon initial review.
 - a. Written notice of the date, time, place and purpose of the hearing shall be mailed by the city clerk to all owners of property located within one hundred and fifty (150) feet of the boundaries of the property for which the grandfathered rights are sought, according to the latest certified tax roll. Such notice shall be mailed not later than fifteen (15) days prior to the date of the scheduled hearing. Additionally, notice will be published in a local newspaper of general circulation at least ten (10) days prior to the public hearing.
 - b. The city council shall render a decision to either issue or deny the grandfathering application.
 - c. The decision shall be mailed to the grandfathering applicant and shall include findings of fact and conclusions of law, and shall state specifically the maximum occupancy that is grandfathered for a five-year period.
- (4) An application for grandfathering shall be submitted, if at all, by no later than the time of registration of the short-term rental, but not later than July 22, 2019. If the city extends the date that registration is required, the deadline for the application for grandfathering shall also be extended to the same extended date. If a short-term rental has been registered, but a final determination as to the occupancy level based upon grandfathering has not yet been made, such short-term rental may allow occupancy up to the occupancy requested in the grandfathering application until such time as a final determination as to occupancy has been made.
- (5) If it is reasonably determined by the city staff that any information supplied to the City of Destin in support of an application for grandfathering was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the city council by resolution. If there is such a determination by city staff, the City of Destin shall notify the grandfathering applicant of that fact, and within twenty (20) days after such notice, an evidentiary hearing may be requested by the grandfathering applicant before the city council to provide the grandfathering applicant an opportunity to provide evidence and/or testimony to show that the information supplied in support of

the application for grandfathering was not intentionally false or fraudulent. The determination by the city council after such evidentiary hearing shall be final. If no hearing is requested during that time period, the initial determination by the city staff shall be final.

- (6) If a short-term rental is not registered for a period in excess of twelve (12) months, any grandfathering determination shall be deemed abandoned, and shall no longer be applicable to that short-term rental.
- (7) If a grandfathered use ceases for a period of six (6) months, then the grandfathering shall be considered to have lapsed and the short-term vacation rental will be subject to all occupancy requirements as set forth herein.
- (8) An applicant may only submit one grandfathering application per short-term rental.
- (9) An appeal of a city council decision on a grandfathering application shall be by petition for certiorari review to the circuit court of Okaloosa County, based solely on the record of the hearing before the city council. The applicant is responsible for providing a verbatim transcript of the record of that hearing. Such an appeal must be filed within thirty (30) days after the city renders its decision.

(Ord. No. 18-29-CC , § 3, 1-22-19)

Sec. 13-118. Exemption for pre-existing agreements.

Notwithstanding any other provision of this ordinance, rental agreements with prospective occupants for short-term rental units that were pre-existing as of the enactment of this Ordinance No. 18-29-CC, (hereinafter "pre-existing agreements") are exempt from the provisions of this ordinance for a period of one (1) year. All bookings made subsequent to the enactment of this ordinance are subject to the provisions of this ordinance. All advertising must be compliant within one hundred twenty (120) days of the effective date of this ordinance.

If a short-term rental unit is cited for a violation of this chapter, (that would not be a violation if it were not for this section), when the short-term rental unit is occupied under the terms of a pre-existing agreement, the short-term rental owner may defend such violation based on the fact that the short-term rental unit was exempt from this section due to it being occupied pursuant to a pre-existing agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the short-term rental owner or otherwise determined by the fact finder:

- (1) Copy of deposit or payment information evidencing that the agreement was a pre-existing agreement.
- (2) Copy of e-mail or other communication evidencing a binding pre-existing agreement.
- (3) Information from the occupant confirming that there was a binding agreement in a time frame to make the agreement as pre-existing agreement under this section.

If it is reasonably determined by the city staff, and confirmed by the city council, that any information supplied to the City of Destin in support of an application for exemption, or in support of a defense based upon pre-existing agreement, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as set by the city council by resolution.

(Ord. No. 18-29-CC , § 3, 1-22-19)

Sec. 13-119. Reserved.

ARTICLE XIII. - VACATION RENTAL

Sec. 10-108. - Purpose.

The city commission finds that certain transitory uses of residential property tend to affect the residential character of the community and may be injurious to the health of the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for citizens of the City of Wilton Manors to mitigate impacts created by such transitory uses of residential property within the City of Wilton Manors. It is unlawful for any owner of any property within the geographic bounds of the City of Wilton Manors, Florida, to rent or operate a vacation rental of residential property contrary to the procedures and regulations established in this article.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-109. - Definitions.

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their meaning as provided in Part 1, article 10 of the ULDR.

Garbage shall be defined in section 13-1 of the Code of Ordinances.

Hotel shall mean any public lodging establishment containing sleeping room accommodations for twenty-five (25) or more guests and providing the services generally provided by a hotel and recognized as a hotel in the community in which it is situated or by the industry.

Motel shall mean any public lodging establishment which offers rental units with an exit to the outside of each rental unit, daily or weekly rates, off-street parking for each unit, a central office on the property with specified hours of operation, a bathroom or connecting bathroom for each rental unit, and at least six (6) rental units, and which is recognized as a motel in the community in which it is situated or by the industry.

Occupant shall mean any person who occupies, during the day and overnight, a vacation rental and or transient public lodging establishment.

Responsible party shall mean a corporation, business, the property owner or the person or company designated by the owner of the property to be called upon to answer for the maintenance of the property and the conduct and acts of occupants of residential properties.

Transient occupant shall mean any person, or guest or invitee of such person who occupies or is in actual or apparent control or possession of residential property for a period of less than thirty (30) days. It shall be a rebuttable presumption that any person who holds themselves out as being an occupant or guest of an occupant of the vacation rental is a transient occupant.

Transient public lodging establishment shall mean any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

Vacation rental shall mean any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project, as defined in F.S. § 509.242(g), as amended.

A vacation rental shall not exceed a four-family house or dwelling unit.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-110. - Registration required.

- (a) It is unlawful for any person to allow another person to occupy any residential property as a vacation rental within the City of Wilton Manors, or offer such rental services within the City of Wilton Manors, unless the person has registered the vacation rental property with the City of Wilton Manors and has been issued a certificate of compliance in accordance with the provisions of this article.
- (b) It is unlawful for any vacation rental to be advertised or promoted, unless the property owner has registered the vacation rental property with the City of Wilton Manors and has been issued a certificate of compliance in accordance with the provisions of this article. The advertising, advertisement and/or promotion of a vacation rental prior to the issuance of a certificate of compliance shall constitute a violation of this article. The advertising, advertisement or promotion shall constitute prima facie evidence a property is operating as a vacation rental.
- (c) A person may allow another person to occupy any residential property as a vacation rental without the issuance of a certificate of compliance if:
 - (1) The residential property has an effective and valid license as a vacation rental classification of public lodging establishment issued by the Florida Department of Business and Professional Regulations prior to June 1, 2016; and
 - (2) The residential property is not in violation of any section of the Code of Ordinances of the City of Wilton Manors; and
 - (3)

An application for registration of the residential property as a vacation rental has been filed pursuant to section 10-111 and all applicable fees have been paid; and

(4) That said occupancy was scheduled prior to June 1, 2016 as evidenced by a written and validly executed rental agreement or contract provided to the Director of Community Development Services or designee no later than August 1, 2016.

(d) Notwithstanding anything contained in this article to the contrary, the following rentals are exempt from the provisions of this article:

(1) A bed and breakfast which has been granted conditional use approval pursuant to section 050-050 of the ULDR; and

(2) If the owner of the vacation rental resides on the subject property as their permanent residence.

(e) Grandfather provision. A vacation rental that was registered on the effective date of the ordinance from which this chapter is derived may be maintained hereafter in accordance with the provisions of this article. However, such nonconforming use shall not be enlarged or extended beyond the number of units registered on the effective date of the ordinance from which this chapter is derived. Further, if any such nonconforming use is abandoned or discontinued for six (6) months or more, any such future use shall be in conformity with this article.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-111. - Application for registration.

Applications for registration for each vacation rental shall set forth at a minimum:

- (1) The legal description of the property offered for rental (i.e., address, lot, folio number, block and subdivision name);
- (2) Name, address, email address, and phone number of owner of said property;
- (3) Name, address, and emergency contact phone number of responsible party for said property, which shall be a twenty-four (24) hour, seven (7) days a week contact number;
- (4) That the phone number for the responsible party will be answered twenty-four (24) hours a day, seven (7) days a week by the responsible party;
- (5) The website address for any and all websites which the property owner advertises the residential property for rent as a vacation rental;
- (6) The legal description of all other property owned by the property owner of the vacation rental located within the City of Wilton Manors (i.e., address, lot, folio number, block and subdivision name);
- (7)

A fully executed agreement with the City of Wilton Manors authorizing police officers of the City of Wilton Manors Police Department to issue trespass warnings on behalf of the property owner.

- (8) Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this article. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, bathrooms, exists, hallways, stairways, smoke and carbon monoxide detectors, fire extinguishers and exit signage/lighting.
- (9) Exterior site sketch. A sketch showing an identifying all structures, pools, spas, hot tubs, fencing and other uses, including the number and the location of all on-site parking spaces for the vacation rental.
- (10) A section indicating the maximum number of occupants the vacation rental will have both overnight and at all times other than overnight.
- (11) Acknowledgements by owner of the following:
 - a. That all vehicles associated with the vacation rental must be parked on hard surface off-street parking, as defined in chapter 19 of the Code of Ordinances, provided on the property, and no more than one (1) vehicle per bedroom in the vacation rental shall be permitted;
 - b. That the residential property, or any other property owned by the titled owner of the residential property, is not in violation of any section of the Code of Ordinances of the City of Wilton Manors;
 - c. That there are no unsatisfied liens recorded against the residential property, or any other property owned by the titled owner of the residential property, as a result of any violation of any section of the Code of Ordinances of the City of Wilton Manors;
 - d. That prior to permitting occupancy by a transient occupant, the owner shall confirm that such occupancy is not prohibited by the city's sexual offender and predator residency prohibitions set forth in sections 12-7 through 12-10 of the city's Code of Ordinances;
 - e. That it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in chapter 21 of the Code of Ordinances of the City of Wilton Manors, Noise Control;
 - f. That upon a finding by the special magistrate of the first violation of the city's noise ordinance, chapter 21 of the City of Wilton Manors Code of Ordinances, the vacation rental owner and/or responsible party shall install and maintain a properly functioning noise level detection device or system that automatically alerts the responsible party, in real time, to noise emanating from the vacation rental. If the noise level detection device or system has a feature to notify the occupant, this feature shall be enabled. All data

produced by this noise level detection device shall be retained for a period of ninety (90) days and which shall be open to inspection to the chief of police or designee and the director of community development services or designee, as provided for by law.

- g. That the owner shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and statutes;
 - h. That no garbage container shall be located at the curb for pickup before 6:00 p.m. of the day prior to pick up, and garbage container shall be removed before midnight of the day of pickup;
 - i. That whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance of a property, or, having been authorized, licensed, or invited, is warned by the owner or lessee, to depart the property and refuses to do so, commits the offense of trespass in a structure or conveyance;
 - j. That other properties are not jointly shared commodities and should not be considered available for use by transient occupants of the property subject of the application;
 - k. That at least one person twenty-one (21) years of age or older, shall be required to be listed on the rental contract and is required to occupy the vacation rental for the duration of the rental contract;
 - l. That each lease of the property shall identify all occupants by name and shall include a copy of chapter 10, article XIII of the Code of Ordinances as an attachment;
 - m. That the property is in compliance with all applicable codes and a vacation rental license shall not be issued on a property with open violations; and
 - n. The following placards shall be mounted on the wall inside the front door:
 - 1. Solid waste handling and containment;
 - 2. Emergency contact/responsible party; and
 - 3. Public safety contact.
- (12) Proof of owner's current ownership of the property;
- (13) Proof of registration with the Florida Department of Business and Professional Regulation of transient public lodging establishment and Broward County Business Tax Receipt if required, and City of Wilton Manors Business Tax Receipt; and
- (14) Proof of compliance with section 10-113. Submission of an incomplete registration application form shall result in rejection of the application.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-112. - Fees for registration.

The City of Wilton Manors charges reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the city commission of the City of Wilton Manors.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-113. - Responsible party required.

Whenever any property is required to be registered under this section, the owner shall appoint a responsible party, for service of notices as are specified herein, and notices given to the responsible party shall be sufficient to satisfy any requirement of notice to the owner. An initial responsible party shall be designated and name submitted with the application for registration, and the director of community development services or designee shall thereafter be notified in writing of any change of responsible party within fifteen (15) days of such change. Further, it is the affirmative duty of the responsible party to:

- (1) Inform all guests, in writing, prior to occupancy of the property of applicable City of Wilton Manors ordinances concerning noise, vehicle parking, garbage, residency prohibitions for sexual offenders and common area usage with a copy of the applicable City of Wilton Manors ordinances printed in the English language and posted prominently near the main entrance of the establishment;
- (2) Maintain all properties under their control in compliance with the occupancy limits, as specified in the Florida Building Code as determined by the building official or designee and the Code of Ordinances of the City of Wilton Manors, Florida, as determined by the director of community development services or designee;
- (3) See that the provisions of this article are complied with and promptly address any violations of this article or any violations of law which may come to the attention of the responsible party;
- (4) Be available with authority to address and coordinate solutions to problems with the rental of the property twenty-four (24) hours a day, seven (7) days a week;
- (5) Be situated close enough to the property as to be able to, and shall, respond in person within sixty (60) minutes of notification from including, but not limited to, the chief of police or designee, director of community development services or designee, director of emergency management/utilities or designee, police officer, police service aide, code compliance officer, and/or emergency personnel, of issues related to the vacation rental. The responsible party shall respond when requested;
- (6) Keep available a register of all guests, which shall be open to inspection by authorized personnel of the City of Wilton Manors at all times as provided for by law;
- (7)

Maintain the entire property free of garbage and litter, provided however, that this subsection shall not prohibit the storage of garbage and litter in authorized receptacles for collection;

- (8) Conduct an on-site inspection of the vacation rental at the end of each rental period to ensure continued compliance with the requirements of this article, and the City's Code of Ordinances;
- (9) Maintain and keep available for inspection, a certificate of insurance evidencing insurance coverage to cover liability for injury or harm to occupants and other invitees, and acknowledgement that (i) such liability coverage will be in effect at all times while the property is being used as a vacation rental, as evidenced by replacement certificates of insurance to be provided to the city when requested, and (ii) a standard homeowner's or renter's insurance policy may not necessarily provide such liability coverage while the property is used as a vacation rental; and
- (10) Inform guests that at least one (1) occupant, whose age is a minimal of twenty-one (21) years, is required to be listed on the rental contract and is required to occupy the vacation rental for the duration of the rental contract.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-114. - False information.

It shall be unlawful and a violation of this article for any person to give any false or misleading information in connection with the application for registration required by this article, or in connection with any portion of this article. Any false statements made in an application shall be a basis for the revocation of any license issued pursuant to such application.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-115. - Minimum requirements for issuance of a certificate of compliance.

The director of community development services or designee may issue a certificate of compliance to the applicant upon proof of the following:

- (1) The owner or responsible party completes the City of Wilton Manors registration application form;
- (2) The non-refundable registration fee has been paid to the City of Wilton Manors;
- (3) A business tax receipt from the City of Wilton Manors pursuant to chapter 10 of the Code of Ordinances;
- (4) A business tax receipt from Broward County;
- (5) A Florida Department of Business and Professional Regulation license as a transient public lodging establishment;

(6) An affidavit, demonstrating maintaining initial and on-going compliance with vacation rental standards contained herein, plus any other applicable local, state and federal laws, regulations and standards to include, but not be limited to F.S. Ch. 509, and Rules, chapters 61C and 69A, Florida Administrative Code; and

(7) The property is not in foreclosure.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-116. - Vacation rental standards.

The following standards shall govern the use of any vacation rental as a permitted use:

(1) *Minimum life/safety requirements.*

- a. *Swimming pool, spa and hot tub safety.* A swimming pool, spa or hot tub shall comply with the current standards of the Residential Swimming Pool Safety Act, F.S. Ch. 515. All fences surrounding pools, spas, or other bodies of water, must have gates that are self-closing/self-latching, and all gates shall remain closed when not in use.
- b. *Sleeping rooms.* All sleeping rooms shall meet the minimum requirements of the Florida Building Code.
- c. *Smoke and carbon monoxide (CO) detection and notification system.* A smoke and carbon monoxide (CO) detection and notification system within the vacation rental unit interconnected, hard-wired, and receiving primary power from the building wiring. The smoke and carbon monoxide (CO) detection and notification system shall be installed and continually maintained consistent with the requirements of section R314, Smoke Alarms, and section R315, Carbon Monoxide Alarms, of the Florida Building Code — Residential. Any smoke alarm required by this subsection shall meet all standards for new construction that may be contained within the Florida Building Code and/or Florida Fire Prevention Code.
- d. *Fire extinguisher.* A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.
- e. *Emergency contact/responsible party placard.* An emergency contact/responsible party placard shall be mounted on the wall inside the front door. Information on the emergency contact/responsible party placard shall include, but not be limited to, the name of the emergency contact person/responsible party and a telephone number that is accessible twenty-four (24) hours a day seven (7) days a week.
- f.

Public safety contact placard. A placard containing the city's police and fire department names, and their emergency and non-emergency phone numbers shall be mounted on the wall inside the front door.

g. *Local telephone service.* At least one (1) landline telephone or a phone line that has an account registered to the address of the vacation rental property and/or transient public lodging establishment, with the ability to call 911 shall be available in the main common area in the vacation rental. The vacation rental address shall be posted predominantly next to the telephone.

- (2) *Maximum occupancy.* The maximum number of occupants authorized to stay overnight at any vacation rental shall be limited to two (2) persons per sleeping room as defined under the Florida Building Code, plus two (2) additional persons that may sleep in a common area.
- (3) *Maximum gathering.* The maximum number of persons allowed to gather at a vacation rental shall not exceed one and one-half (1½) times the maximum occupants as shown on the certificate of compliance for the vacation rental license.
- (4) *Solid waste handling and containment.* For purposes of this section, no solid waste container shall be placed at curbside for pickup before 6:00 p.m. on the day prior to pickup, and be removed from curbside no later than midnight the day of pickup.
 - a. A placard providing notice of the location of the trash storage containers and rules for collection shall be mounted on the wall inside the front door.
 - b. Signage shall be mounted on the solid waste handling containers indicating the hours and day for pickup.
- (5) *Minimum vacation rental/lease agreement wording.* The vacation rental/lease agreement shall contain the minimum information as provided for in section 10-116.
- (6) *Minimum vacation rental lessee information.* The vacation rental lessee shall be provided with a copy of the information required in section 10-116.
- (7) Designation of a vacation rental responsible party capable of meeting the duties provided in section 10-113.
- (8) Upon a finding by the special magistrate of the first violation of the city's noise ordinance, chapter 21 of the City of Wilton Manors Code of Ordinances, the vacation rental owner and/or responsible party shall install and maintain a properly functioning noise level detection device or system that automatically alerts the responsible party, in real time, to noise emanating from the vacation rental. If the noise level detection device or system has a feature to notify the occupant, this feature shall be enabled. All data produced by this noise level detection device shall be retained for a period of ninety (90) days and which shall be open to inspection to the chief of police or designee and the director of community development services or designee, as provided for by law.
 - a.

A statement advising the occupant that the volume of noise generated at the vacation rental is limited by the city's noise ordinance, chapter 21 of the City of Wilton Manors Code of Ordinances, is being actively monitored by the responsible party and shall be actively monitored by the occupants. A placard providing notice of the noise regulations shall be mounted on the wall inside the front door.

- b. Upon receipt of any and all alerts associated with a noise level above and in violation of chapter 21 of the City of Wilton Manors Code of Ordinances, the responsible party shall, at a minimum, contact the registered guest via telephone and notify them of the violation, and mandate compliance with the city's noise regulations. The responsible party shall, respond without delay, within sixty (60) minutes, conduct a site visit inspection and notify the registered guest in person of the violation, and the need for immediate and sustained compliance with chapter 21 of the City of Wilton Manors Code of Ordinances. Voicemail messages, text messages, electronic mail and other forms of non-person to person communication do not constitute proper notice.
- (9) *Advertising.* Any advertising of the vacation rental unit shall conform to information included in the vacation rental certificate of compliance and the property's approval, particularly as this pertains to maximum occupancy. The advertising, advertisement or promotion of a vacation rental for one (1) or more days shall constitute prima facie evidence of a vacation rental operation, and the requirements of this article shall apply. A vacation rental license shall be obtained prior to any advertising, advertisement or promotion of a vacation rental.
- (10) *Sexual offenders and sexual predators.* It is unlawful to allow another person to occupy any residential property as a vacation rental within the City of Wilton Manors, with the knowledge that it will be occupied by a person prohibited from establishing a permanent residence or temporary residence at said residential property pursuant to section 12-10 of this Code, if such place, structure, or part thereof, trailer or other conveyance, is located within two thousand (2,000) feet of any school, day care center, designated public school bus stop, park playground or other place where children regularly congregate as described in article II, chapter 12 of the Code of Ordinances.
- (11) *Posting of certificate of compliance.* The certificate of compliance shall be posted on the back of or next to the main entrance door and shall include at a minimum the name, address and phone number of the responsible party.
- (12) *Other standards.* Any other standards contained with the Code of Ordinances and the Unified Land Development Regulations of the City of Wilton Manors to include, but not be limited to: Noise, setbacks, stormwater and similar provisions.
- (13) *Video and audio surveillance.* If video and/or audio surveillance systems are used, notice shall be posted at minimum on the wall inside the front door. Video and/or audio surveillance systems are prohibited in areas of a rental where one would reasonably expect there to be

privacy. These areas include, but are not limited to, bedrooms, bathrooms, closets, and showers.

- (14) *Parking*. Occupants and visitors to the vacation rental shall comply with all relevant parking regulations in chapter 19 of the City of Wilton Manors Code of Ordinances and other sections of the City of Wilton Manors Code of Ordinances. In addition, occupants and visitors shall park motor vehicles only on-site on hard surface where the property is designated to accommodate on-site parking. Off-site parking is prohibited. Notice of the parking locations allowed and other requirements shall be posted inside the vacation rental. Violations of this article may be enforced per individual vehicle violating this article. No occupant or visitor to a vacation rental or transient public lodging establishment shall park on the swale area or any unpaved right-of-way adjacent to a paved street, which swale area or unpaved right-of-way abuts the property of another single-family dwelling, without the consent of a person entitled to the possession and use of the property abutting the swale area or unpaved right-of-way. No occupant or visitor to a vacation rental or transient public lodging establishment shall park on the street.
- (15) Maintain a current and fully executed agreement with the City of Wilton Manors authorizing police officers of the City of Wilton Manors Police Department to issue trespass warnings on behalf of the property owner.
- (16) All vehicles associated with the vacation rental shall be parked on an off-street hardened surface, as defined in chapter 19 of the City of Wilton Manors Code of Ordinances, and no more than one (1) vehicle per bedroom is permitted.
- (17) The property owner shall confirm that all occupants of a vacation rental pursuant to chapter 10, article XIII of the City of Wilton Manors Code of Ordinances, is not prohibited by the city's sexual offender and predator residency prohibitions set forth in sections 12-7 through 12-10 of the city's Code of Ordinances.
- (18) The phone number for the responsible party must be answered twenty-four (24) hours a day, seven (7) days a week by the responsible party.
- (19) Other properties the property owner owns are not jointly shared commodities and shall not be used by transient occupants of the property subject to the licensed vacation rental.
- (20) At least one person twenty-one (21) years of age or older must be listed on the rental contract and is required to occupy the vacation rental for the duration of the rental contract.
- (21) The vacation rental lease shall identify all occupants by name.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-117. - Initial and routine compliance inspections of vacation rentals.

- (a) An inspection of the dwelling unit for compliance with this section is required prior to issuance of an initial vacation rental certificate of compliance. If violations are found, all violations must be corrected and the dwelling unit must be re-inspected prior to issuance of the initial vacation rental certificate of compliance as provided herein.
- (b) An inspection of the dwelling unit for compliance with this section is required once every two (2) years, and in a cycle as determined by the chief of police and the community development services director, prior to the renewal of a vacation rental certificate of compliance. If violations are found, all violations must be corrected and the dwelling unit must be re-inspected prior to renewing the vacation rental certificate of compliance as provided herein. Renewal applications shall be received by the city a minimum of thirty (30) days prior to the expiration of an existing certificate of compliance.
- (c) Once issued, a vacation rental unit must be properly maintained in accordance with the vacation rental standards required herein. For an inspection, all violations must be corrected and re-inspected within thirty (30) calendar days. Failure to correct such inspection deficiencies in the timeframes provided shall result in the suspension of the vacation rental certificate of compliance until such time as the violations are corrected and re-inspected.
- (d) The property owner or vacation rental responsible party is required to schedule an inspection. If the inspector has made an appointment with the property owner or responsible party to complete an inspection, and the responsible party fails to admit the inspector at the scheduled time, the owner shall be charged a "no show" fee in an amount to be determined by resolution of the city commission of the City of Wilton Manors to cover the inspection expense incurred by the City of Wilton Manors.
- (e) As part of the initial inspections, the city shall inspect the smoke and carbon monoxide (CO) detection and notification system and inspect the fire extinguishers to ensure they are in good working order.
- (f) If the inspector(s) is denied admittance by the vacation rental responsible party or if the inspector fails in at least three (3) attempts to complete an initial inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the owner to the address shown on the vacation rental registration application.
 - (1) For the initial inspection, the notice of failure of inspection results in the certificate of compliance not being issued; the vacation rental is not permitted to operate without a valid certificate of compliance.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-118. - Registration not transferable.

No registration issued under this article shall be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-119. - Expiration of registration.

All registrations issued under the provisions of this article shall be valid for no more than one (1) year, and all registrations shall expire on September 30th of each year. Registrations that are not renewed by October 1 of each year may be renewed up to the last business day in September of that year without paying a late renewal fee. Owners and responsible parties who do not renew their registrations before the last business day in September shall pay the appropriate late renewal fee as established by resolution of the city commission of the City of Wilton Manors.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-120. - Penalties, offenses, suspension and revocation.

- (a) Any certificate of compliance issued pursuant to this article may be denied, revoked, or suspended by the director of community development services or designee upon the adjudication of a violation of this article, any City of Wilton Manors ordinance, or state law by the responsible party, property owner, transient occupant attributable to the property for which the certificate of compliance is issued. Such denial, revocation or suspension is in addition to any other penalty provided herein.
- (b) *Offenses/violations.*
 - (1) Non-compliance with any provisions of this article shall constitute a violation of this article.
 - (2) Separate violations. Each day a violation exists shall constitute a separate and distinct violation, except that occupancy violations shall be governed by subsection 10-120(5).
- (c) *Remedies/enforcement.*
 - (1) Violations of this article shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective vacation rental program it is key that vacation rental responsible parties are responsive and responsible in the management of the property for compliance with this section. Code enforcement activities will be in accordance with F.S. Ch. 162 and the Code of Ordinances of the City of Wilton Manors.
 - (2)

Additional remedies. Nothing contained herein shall prevent the City of Wilton Manors from seeking all other available remedies which may include, but not be limited to, suspension or revocation of a vacation rental certificate of compliance, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

(d) *Suspension of vacation rental certificate of compliance.* In addition to any fines and any other remedies described herein or provided for by law, a special magistrate may suspend a vacation rental certificate of compliance in accordance with the following:

(1) *Suspension time frames.*

- a. Upon a third violation of this article, within a twelve (12) month timeframe, the vacation rental certificate of compliance shall be suspended for a period of thirty (30) calendar days.
- b. Upon a fourth violation of this article, within a twelve (12) month timeframe, the vacation rental certificate of compliance shall be suspended for a period of ninety (90) calendar days.
- c. For each additional violation of this article, within a twelve (12) month timeframe, the vacation rental certificate of compliance shall be suspended for an additional forty-five (45) calendar days up to a maximum period of twenty-four (24) months. For example, the fifth violation shall be for one hundred thirty-five (135) calendar days; the sixth violation shall be for one hundred sixty-five (165) calendar days, and so on.

(2) *Suspension restrictions.* A vacation rental may not provide transient occupancy during any period of suspension of a vacation rental certificate of compliance.

- a. The suspension shall begin immediately following notice, commencing either:
 1. At the end of the current vacation rental lease period; or
 2. Within thirty (30) calendar days, whichever date commences earlier, or as otherwise determined by the special magistrate.
- b. Operation during any period of suspension shall be deemed a violation pursuant to this article and shall be subject to daily fine, up to one thousand dollars (\$1,000.00) or to the maximum amount as otherwise provided in Florida Statutes for repeat violations, for each day that the vacation rental operates during a period of violation, the sixth violation shall be for ninety (90)~~165~~ calendar days, and so on.

(e) *Number of violations.* For purposes of this section only, violations shall be considered per the rental period or per every seven (7) days, whichever is less and for only those violations in which a code enforcement citation or criminal charge was issued. Violations could potentially occur over multiple times over the same rental period.

Sec. 10-121. - Complaints.

Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the director of community development services or designee. The director of community development services or designee shall promptly record such complaint, investigate, and take action thereon in accordance with this article and article III, Division 2 of chapter 2 of the Code of Ordinances of the City of Wilton Manors, Florida.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-122. - Enforcement.

The provisions of this article shall be enforced as provided in chapter 2, article III, division 2, Code Compliance Special Magistrate, Code of Ordinances of the City of Wilton Manors, Florida.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-123. - Fines.

There is hereby established the following schedule of fines for violations of this article:

First offense\$250.00

Second or more offense500.00

However, if a special magistrate finds the violation to be irreparable or irreversible in nature, they may impose a fine not to exceed five thousand dollars (\$5,000.00) per violation.

Citations, as well as all other means of enforcement of this article, may be issued to the property owner, the vacation rental responsible party, the occupant, or any combination of thereof. In that regard, whenever two (2) persons commit a violation, each violator shall be jointly and severally liable for any fine assessed. This applies to situations where a property owner, vacation rental responsible party or occupant, or any combination of the three (3), are together responsible for a violation of this article.

(Ord. No. 2022-017, § 2, 10-25-2022)

Sec. 10-124. - Effective date.

Reserved.