



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Council Briefing Notice

City Council

Monday, October 10, 2022

5:30 PM

Council Chambers Conference Room

City Manager Mike Staffopoulos will conduct a Council Briefing to update the City Council about ongoing items in the City. The Briefing will include, but not be limited to, the following topics:

- A. Lease and Use Agreement with Rising Leaders of North Florida, Inc. (First Tee)
- B. Short-term Vacation Rental Update
- C. Miscellaneous City Manager's Items
- D. Committee Assignment Report
- E. Future Briefing Topics

Council Members in attendance may include:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Please note: Council members in attendance may vary according to their schedules.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, no later than one business day before the meeting or by sending an email to CityClerk@jaxbchfl.net.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL BRIEFING TOPIC	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Bruce Mohler, General Manager Jax Beach Golf Club
DATE:	October 10, 2022
SUBJECT:	Lease and Use Agreement with Rising Leaders of North Florida, Inc. (First Tee of North Florida)

BACKGROUND

First Tee of North Florida (First Tee) is a youth development organization that integrates the game of golf to develop positive life skills and encourage academic achievement in at-risk youth, through active learning experiences that build inner strength and self-confidence.

Jax Beach Golf Club course has been their flagship location since 2019. This is a mutually beneficial relationship that provides national recognition for the golf course while promoting youth development through excellent junior golf programs. Also, First Tee affords significant purchasing discounts for replacement of maintenance equipment. The City recently purchased two greens mowers, utilizing the First Tee discount, and saved approximately \$36,000.

First Tee (d/b/a Rising Leaders of North Florida, Inc.) would like to build a learning center at the golf course to facilitate youth programming and education. The building could be located adjacent to the tee box on hole #10, without interference to golfers and within easy reach of the cart barn, clubhouse and parking lot. First Tee will be responsible for the construction cost as well as maintenance over the term of the agreement.

The proposed building will offer the following dual-purpose:

1. A way to educate kids to learn S.T.E.M. (an acronym for Science, Technology, Engineering, and Math education) in a classroom setting.
2. A state-of-the-art golf simulator will be installed for learning the golf swing, playing world-famous golf courses as well as other fun games.

The self-sustaining learning center will provide consistent programming regardless of weather and will be equipped with restrooms.

The term of the agreement for the construction and operation of the learning center at the golf course is five years with options for three succeeding two-year terms for a grand total of 11 years.

FINANCIAL IMPACT

There are no costs to the City associated with this project. First Tee is funding 100 percent of the construction.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

COUNCIL DIRECTION REQUESTED

Does City Council support entering into a partnership/agreement with the First Tee of North Florida for the construction of the Learning Center at Jax Beach Golf Club?

ATTACHMENTS

1. First Tee - North Florida Executed Agreement

**LEASE AND USE AGREEMENT BETWEEN THE CITY OF JACKSONVILLE BEACH AND
RISING LEADERS OF NORTH FLORIDA, INC., FOR CONSTRUCTION AND OPERATION
OF THE LEARNING CENTER AT THE JACKSONVILLE BEACH GOLF CLUB**

THIS LEASE AND USE AGREEMENT (the "Agreement") for construction and operation of a Learning Center at the Jacksonville Beach Golf Club is entered into this ____ day of _____, 2022, by and between the **City of Jacksonville Beach**, Florida, a municipal corporation whose address for the purpose of this Agreement is 11 North Third Street, Jacksonville Beach, FL 32250 (hereinafter, the "City"), and **Rising Leaders of North Florida, Inc.**, a Florida non-profit corporation whose address for the purpose of this Agreement is 101 E Town Place, Suite 100, St. Augustine, FL 32092 (hereinafter, the "Foundation").

WITNESSETH:

WHEREAS, the City owns the Jacksonville Beach Golf Club, an 18-hole municipal golf course that is approximately 6750 yards in length, located within the City at the address of 605 Penman Road South, Jacksonville Beach, FL 32250 (hereinafter the "Club"); and

WHEREAS, the Foundation utilizes golf as a tool to develop positive life skills and encourage academic achievement in at-risk youth, particularly those who would not otherwise be exposed to the sport, and the Foundation currently serves youth in the City; and

WHEREAS, private funds have been committed to the construction of a Learning Center in the present total amount of approximately \$450,000.00; and

WHEREAS, the City believes that leasing and allowing the Foundation to use that part of the Club which will support the construction and operation of the Learning Center will prove beneficial to its citizens and its surrounding areas by, among other things, promoting the welfare, health, and interests of all, by reaching out to at-risk youth, and by promoting healthy competition in safe and wholesome youth activities/programs without discrimination as to age, religion, disability, marital status, national or ethnic origin, gender, creed, color, or race; and

WHEREAS, the City and the Foundation desire to enter into this Agreement in order to enable the Foundation to construct the Learning Center to further the City and the Foundation's commitments to youth activities and programs in Jacksonville Beach, Duval County, Florida and its surrounding areas, and to thereby contribute its expertise and services valued by the parties to be in the neighborhood of \$100,000.00 annually; now therefore

IN CONSIDERATION of one and 00/100 dollars (\$1.00) in hand paid each respective party to the other and other good and valuable consideration, including but not limited to the covenants, conditions, and terms hereof, the sufficiency and receipt of said good and valuable consideration being herewith acknowledged by the respective parties, the City and the Foundation stipulate and agree as follows:

1. **Recitals.** The recitals set forth herein are accurate, correct, and true and are incorporated herein by this reference.

2. **Definitions.** As used in this Agreement, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa unless the context clearly requires otherwise.

- a. "Agreement" means collectively this Lease and Use Agreement and any and all exhibits thereto including any amendments or addenda that may supplement, modify, or amend same, now or in the future.
- b. "Development Plan" means the design specifications for the Subject Parcel, which have been approved by the City and all other governmental authorities having jurisdiction over the Subject Parcel, as further described in **Exhibit B**.
- c. "Governmental Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, license, authorization, or other direction or requirement of any governmental and/or regulatory national, state, or local entity with jurisdiction over the City, the Foundation, and the Club. Governmental Requirements shall include all applicable, relevant, or appropriate Florida statutes and City ordinances, including without limitation any regulation found in the Florida Administrative Code or regulations, and all Florida statutes, City ordinances, and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both within and outside the present contemplation of the respective parties to this transaction.
- d. "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances, or related materials, including without limitation those defined in:
 - i. The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (Title 42 U.S.C. Sections 9601, et seq.);
 - ii. The Hazardous Materials Transportation Act, as amended (Title 42 U.S.C. Sections 1808, et seq.);
 - iii. The Resource Conservation and Recovery Act of 1976, as amended (Title 42 U.S.C. Sections 6901, et seq.);
 - iv. Regulations adopted and publications promulgated pursuant to the Foregoing;
 - v. Any other Governmental Requirement; and
 - vi. Any other material the use, release, disposal, or presence of which may result in liability under any Government Requirement or common law action.

- vii. Notwithstanding the foregoing, the term "Hazardous Materials" as used herein, shall not include any standard household cleaning materials, bug repellants or fertilizers in reasonably safe quantities, or other chemicals commonly used in non-commercial applications.
- e. "Lease" means the lease of the Subject Parcel to the Foundation pursuant to the terms and conditions of this Agreement.
- f. "Section" means the numerical sections of this Agreement and the respective subsections thereof. Each respective section begins with a numerical number and a capitalized heading of the section which is underlined to indicate the subject matter thereof.
- g. "Sponsorship" or "Sponsor" means a for profit or not for profit corporation, general or limited partnership, joint venture, sole proprietorship, association, person, or entity which contributes services, goods, or funds in support of any one or more activities at the Learning Center, or in support of an organization which contracts for, promotes, or otherwise sponsors, in whole or in part, any one or more activities at the Learning Center.
- h. "Subject Parcel" means that certain portion of the City's real property located within the Club, consisting of approximately 110 x 40 square feet or one-tenth of an acre, plus or minus, more specifically described on **Exhibit A**, and all real property interests and rights therein and thereto, and all existing improvements located thereon and all improvements constructed or installed thereon by or on behalf of the City or the Foundation during the Term, which Subject Parcel is the footprint of the Learning Center.
- i. "Learning Center" means the facility to be built by the Foundation for the use of teenagers participating in the Foundation's programs.
- j. "Term" means the term of this Agreement, which is the five year period commencing on the date construction of the Learning Center commences (the "Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Initial Term"), provided however, that the Term shall automatically renew for three succeeding two-year terms (each a "Renewal Term") unless earlier terminated by either party as provided in this Agreement or upon delivery by the Foundation of written notice its intent not to renew not less than sixty (60) day prior to the end of the then current Term. The Term, including all Renewal Terms shall not exceed eleven (11) years.
- k. "Vending" is defined as the exchange of goods, foodstuffs, and/or services for monetary gain or services-in-kind.

3. **Lease/Use.** In consideration of the representations, agreements, and covenants contained herein, the City shall: (a) lease the Subject Parcel to the Foundation for the Term; and (b) grant to the Foundation the right to use the Subject Parcel for the Term, all in accordance with all of the provisions, covenants, conditions, and terms herein.

4. **Rent.** The Foundation agrees to pay to the City annually during the Term, without notice or demand, at the City's address referenced herein, a rent and use fee of \$10.00 per year, together with all applicable tax payable and due thereon. Said rent and use fee shall be payable on the 1st day of July of each year beginning on the date hereof and shall continue for each consecutive year of the Term thereafter unless otherwise terminated as described herein. At its election, the Foundation may prepay all or part of such rent and use fee.

5. **Taxes and Other Charges.** The Foundation shall bear, pay, and discharge, on or before the last day on which payment may be made without penalty or interest, any personal property taxes which shall during the Term be levied on any personal property of the Foundation located on the Subject Parcel

6. **Use of Subject Parcel.**

a. The Foundation shall only use the Subject Parcel for the purpose of constructing, operating, and maintaining the Learning Center. No other use of the Subject Parcel is permitted without the prior written consent of the City, which consent may be withheld in the sole discretion of the City.

b. The Foundation shall have the exclusive use of the Learning Center at all times. The Foundation agrees to consider reasonable requests from the City to use the Learning Center for City-sponsored events. Such requests shall be made in writing not less than 30 days prior to the proposed date of use. The Foundation agrees to respond to such requests within 15 days. The Foundation reserves the right to deny such requests for any reasonable cause. In no event shall the Foundation have any obligation to allow use of the Learning Center at any time or in any manner that will interfere with its programs in any way. The Foundation shall have the right to require the City to provide security adequate, in the Foundation's sole reasonable discretion, to protect the Foundation, the Learning Center, and its contents and equipment, against any loss or damage during the City's use of the Learning Center, and to provide maintenance and cleaning of the Learning Center after any such allowed use by the City. In no event shall any fee or charge be imposed by the Foundation upon the City for its use of the Learning Center.

7. **Improvements to Subject Parcel.**

a. The Foundation shall, at its own cost and expense, construct and/or provide as a minimum the following facilities on the Subject Parcel: the Learning Center and other related improvements in accordance with the Development Plan and applicable Government Requirements.

b. The City shall, at its own cost and expense, prepare the Subject Parcel for construction, including all site work, mitigation (if applicable), landscaping, and other site requirements in accordance with applicable federal, state, and local laws, and in accordance with the Development Plan.

c. The Foundation has prepared the Development Plan for all of the improvements described in Subsections 7(a) and (b) above, which is attached hereto as **Exhibit B**. The Parties acknowledge and agree that time is of the essence in this Agreement, and that all construction, improvements, equipment, and landscaping, if any, must be made and/or completed in accordance with the requirements stated herein and in conformity with applicable Governmental Requirements. Approvals given the City shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all legal requirements, therefore,

shall at all times remain with the party responsible for constructing improvements. The Foundation shall commence construction of the Learning Center on or before _____, and complete construction of the Learning Center on or before _____. The City shall promptly commence construction of the items set out in Subsection 7(b) and shall complete such construction in all respects by no later than _____. If construction of improvements by the parties is to be performed by different contractors, the parties will use best efforts to ensure that the contractors cooperate with each other in all reasonable respects. Deadlines described herein shall be subject to adjustment for force majeure and other conditions outside the control of the parties.

d. The Foundation shall not, during the Term hereof, without submitting the appropriate plans to the City for review and receiving the prior written approval of the City, which shall not be unreasonably withheld, conditioned, or delayed, erect any additional structures, make any other improvements, or do any other construction work on the Subject Parcel, or alter, modify, or make additions, improvements, or repairs to or replacements of, any structure now existing or built at any time during the Term hereof on the Subject Parcel, or install any fixtures other than trade fixtures. This subsection shall not apply to furniture or other items of personal property or other interior modifications or additional removals without material damage to the structure or building. If the structure is thus damaged, it shall be immediately repaired by the Foundation. Notwithstanding the foregoing, the Foundation shall have the right, without the prior approval of, but with written notice to, the City to replace or repair floor and wall coverings and to make nonstructural repairs and additions to the Learning Center, the total cost of which does not exceed Ten Thousand Dollars (\$10,000) per year.

e. The Foundation shall, at its sole cost and expense, be responsible for providing security for the Learning Center during any period of use by the Foundation, as deemed necessary by the Foundation. The City shall, at its sole cost and expense, be responsible for providing security for the Learning Center during use by the City, in accordance with Section 6b.

f. Before starting and until the completion of the construction of any improvements over the value of \$3,000.00, the Foundation shall require its contractor(s) to procure and maintain insurance of the types and in the minimum amounts set forth in **Exhibit D**.

g. It is the intent of the parties that the City shall be an intended beneficiary of all warranties relating to the construction of any improvements, and the Foundation shall require all warranties to so designate the City to the extent practicable. Prior to substantial completion, the Foundation shall require all contractors to give reasonable notice to the City in order that the City may participate in final walk-through and punch list inspection. Prior to completion and close-out of the construction work, the Foundation shall require its contractors to give reasonable notice to the City of all close-out training, including but not limited to start-up of equipment and operations and maintenance procedures in order that the City may participate. The Foundation shall cause the contractors to deliver to the City all warranties upon completion of the construction work.

h. The Foundation shall require any contractor or contractors performing work valued over \$10,000 at the Subject Parcel to furnish a Construction 100% Performance and Payment Bond in an amount not less than the full amount of the contract price for completing the build-out of any improvements, as surety for the faithful performance of the contract by the contractor, and for the payment of all persons performing labor and furnishing materials in connection with the work. The Foundation shall, before the commencement of any construction, furnish the City with evidence of the Construction Bond as outlined herein. If at any time during the continuance of the contract, a surety on the contractor's bond or bonds becomes

irresponsible, the City shall have the right to request additional and sufficient sureties, which the Foundation shall require the contractor to furnish within 10 days after receipt of written notice from the City to do so.

i. In the event the Foundation fails to complete the construction of any improvements, the City shall have the right, but not the obligation, to complete the construction of the improvements at the sole cost and expense of the Foundation.

j. The Foundation shall obtain, at its own expense, any applicable permits, changes to existing permits, architectural approvals, and zoning approvals as may be required by federal, state, and local laws and regulations for the construction of any improvements and the Foundation's use of the Subject Parcel.

k. It is understood and agreed between the parties that all improvements constructed by or on behalf of the Foundation shall become the property of the City at the expiration or earlier termination of this Agreement, free and clear of all construction or other liens. The Foundation shall deliver to the City contractor(s) affidavits and waivers of lien from all those who supplied labor, material, or services in connection with the construction of the improvements, together with satisfactory proof of full payment of such.

l. The Foundation agrees to comply, and to require any contractor, subcontractor, or supplier to comply, with all applicable federal, state, and local laws, rules, ordinances, and regulations.

m. Subject to the provisions and limitations of Section 768.28, Florida Statutes, the City shall be responsible for contaminated media or Hazardous Materials, as defined in Section 16, that were in or on the Subject Parcel before the Foundation's entering into this Agreement, and shall defend and hold harmless the Foundation for any costs, losses, and damages (including all attorney's fees and court costs) arising out of or resulting from any contaminated media or Hazardous Materials that were in or on the Subject Parcel before this Agreement. If, because of the construction of any improvements, any federal, state, or local regulatory or grant authority requires remediation of contaminated media or Hazardous Materials that were in or on the Subject Parcel on the beginning date of the Term, then the City shall be responsible for proper removal, handling, and disposal or other lawful remediation of such contaminated media or Hazardous Materials which requires removal because of the construction of improvements. The Foundation shall provide the City immediate written notice of any communication from regulatory or grant authorities concerning contamination or remediation requirements.

n. The Foundation shall indemnify, defend, and hold harmless the City and its officers, employees, agents, invitees, guests, and contractors from and against all claims, costs, losses, and damages (including, but not limited to, all attorney's fees and all court costs) caused by, arising out of, or resulting from the Foundation's construction of improvements, provided that any such claim, cost, loss, or damage: (1) is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property; and (2) is caused by acts or omissions of the Foundation or any of its contractors, subcontractors, suppliers, or any persons or organizations employed by any of them in the performance of or furnishing of the construction of any such improvements. The provisions of this Subsection 7(n) shall survive the expiration or termination of this Agreement.

8. **Maintenance, Repairs, and Utilities.** The Foundation shall maintain and keep in good repair the Learning Center. The City shall reimburse the Foundation the costs for major maintenance and repair of the Learning Center, including maintenance of the Foundation, exterior walls, structural components, roof, plumbing system, electrical system, and HVAC systems. The term "major maintenance and repair" shall mean individual instances (or a series of related instances occurring within a six-month period) where the expense of maintenance, repair, or replacement exceeds \$500. The City shall not be responsible for any such costs that are not made according to the City's procurement rules and are not sufficiently documented. In no event shall the City be responsible for any cosmetic or aesthetic repair or replacement to the Learning Center. Maintenance shall be performed in accordance with MODE III standards set forth in **Exhibit C**, attached hereto and made a part hereof. The Foundation shall be responsible for the installation and all charges for utilities utilized by the Foundation at the Learning Center.

9. **Insurance.** Before entering the Subject Parcel, and without limiting its liability under this Agreement, the Foundation shall procure and maintain, at its sole cost and expense, during the Term of this Agreement, insurance coverages of the types and in the amounts no less than those set forth in **Exhibit E**.

10. **Indemnification.**

a. **Indemnification by the Foundation.** The Foundation shall indemnify the City as set forth in **Exhibit F**.

b. **Indemnification by the City.** The City shall indemnify, defend, and save harmless the Foundation against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable attorney's fees and costs arising out of the City's negligent use, or the negligent use by its employees or agents, of the Subject Parcel, subject to the provisions and limitations of Section 768.28, Florida Statutes, and shall not be nor shall it be construed as a further waiver of sovereign immunity beyond the limited legislative waiver thereof in Section 768.28, Florida Statutes, as authorized by Article 10, Section 13, Florida Constitution.

11. **Compliance with Governmental Requirements.** During the Term, the Foundation shall comply with all Governmental Requirements as defined herein that govern or affect the Subject Parcel and the use thereof for any reason. The Foundation shall notify the City of its violation of any Governmental Requirement immediately after the Foundation's knowledge thereof, and the Foundation shall diligently and prudently take requisite action to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of same. The Foundation shall assure the City from time to time, in written certifications, that the Foundation and the Subject Parcel are in compliance with Governmental Requirements affecting same.

12. **Title.** Title to the Learning Center constructed by the Foundation shall be vested in the City, subject to the covenants, conditions, and terms of this Agreement, and the Foundation shall have no interest therein other than the leasehold interest described in this Agreement. Title to the Subject Parcel and all improvements constructed thereon shall remain vested with the City, subject to the covenants, conditions, and terms of this Agreement. The Foundation shall accept the Subject Parcel "as is," subject, however, to the City's obligations under Subsection 7(b).

13. **Personal Property.** No personal property placed by or on behalf of the Foundation in or on the Subject Parcel shall become the City's property by virtue of this Agreement, but shall instead be considered herein as property of the Foundation.

14. **Destruction or Damage.** In the event the Learning Center or any part thereof is destroyed or damaged from any casualty, the Foundation shall, to the extent of available insurance proceeds, repair the damage and restore the Learning Center to the extent reasonable and practical under the circumstances then existing; provided, however, the Foundation shall not be required to restore and repair the Learning Center and shall be entitled to terminate this Agreement by giving written notice to the City of its intent to terminate this Agreement and the time frame therefor in the event, in the Foundation's discretion and decision, (a) the Learning Center is damaged or destroyed from any casualty of a type then generally excluded from conventional all risk property insurance and as a result, no insurance proceeds are available, or if coverage exists but, in the reasonable estimation of the Foundation, there is an insufficient amount of insurance proceeds available to permit adequate reconstruction and repair of the Learning Center and the Foundation decides not to provide sufficient funds to cover the amount of the deficiency, or (b) such destruction or damage occurs during the last year of the Term of this Agreement. In either event, the Foundation shall be entitled to retain any proceeds of insurance carried by the Foundation; provided, however, the Foundation shall, at its sole cost and expense, upon the request of the City, demolish the Learning Center and remove all debris from the Subject Parcel.

15. **Hazardous Materials.**

a. The Foundation shall not knowingly use, handle, store, or permit the use, handling, or storage of Hazardous Materials on the Subject Parcel. The Foundation shall not dispose of or permit or allow the disposal, leakage, spillage or discharge on or upon the Subject Parcel of any Hazardous Material. If any Hazardous Material should be used, handled, or stored by the Foundation (except in accordance with this Section) or if any Hazardous Material is disposed of or permitted to leak, spill, or discharge on or upon the Subject Parcel by the Foundation by accident or otherwise, the Foundation shall provide immediate written notice thereof to the City and the Foundation shall immediately commence and diligently pursue the removal of any such Hazardous Material and the Foundation shall remediate, clean, and restore the Hazardous Material area in accordance with all applicable Governmental Requirements, and pay all fines, fees, assessments, and penalties arising therefrom. The Foundation shall furnish the City periodically at the City's request, certification that the Foundation is in compliance with the provisions of this section.

b. The Foundation shall provide written notice to the City within three days of:

- i. Any change in the Foundation's utilization and operation of the Subject Parcel involving the use, handling, or storage of Hazardous Materials;
- ii. Receipt of any warning, notice, notice of violation, lawsuit, or the like from any governmental agency or regulatory authority relating to environmental compliance;
- iii. Receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

- iv. Releases, spillage, leakage, or disposal of any Hazardous Material at the Subject Parcel.

c. If the Foundation shall fail to comply with any of the provisions of this section, the City shall have the right, but shall not be obligated, to enter into and go upon the Subject Parcel without thereby causing or constituting a termination of this Agreement or eviction of the Foundation, either constructive or otherwise, in whole or in part, from all or any portion of the Subject Parcel, or an interference with the Foundation's possession and use of the Subject Parcel, and take such steps and incur such expenses as the City shall deem necessary to correct the Foundation's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which the Foundation is responsible and the Foundation shall reimburse the City on demand for any expense incurred by the City as a result thereof.

16. Default. Each of the following events shall be a default hereunder by the City or the Foundation, as the case may be, and shall constitute a breach of this Agreement:

a. If the Foundation shall fail to pay the City any rent or any other charge or amount due hereunder as and when the same shall become payable and due and the same remains unpaid for 30 days after the City's written notice for payment; or

b. If the Foundation shall fail to perform any of the material covenants, conditions, and terms of this Agreement on the Foundation's part to be performed and such non-performance shall continue for a period of 60 days after written notice thereof by the City to the Foundation; or if the Foundation shall fail to act in good faith to commence and undertake performance within such 60 day period to cure a non-performance which cannot be cured within the initial 60 day period and the Foundation shall designate in writing the reasonable time period to cure such non-performance and its intent to do so, or, the Foundation, having commenced to undertake such performance within the initial 60 day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance; or

c. If the City shall fail to perform any of the material covenants, conditions, and terms of this Agreement on the City's part to be performed and such non-performance shall continue for a period of 60 days after written notice thereof by the Foundation to the City; or if the City shall fail to act in good faith to commence and undertake performance within such 60 day period to cure a non-performance which cannot be cured within the initial 60 day period and the City shall designate in writing the reasonable time period to cure such non-performance and its intent to do so, or, the City, having commenced to undertake such performance within the initial 60 day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance.

17. Remedies.

a. If an event of default shall occur, then the City shall have the right to terminate and cancel this Agreement by giving the Foundation not less than 30 days' written notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Agreement shall terminate and the parties shall be released from all obligations under this Agreement which do not specifically survive its termination. The foregoing remedy shall not be the exclusive remedy for the City.

b. If an event of default shall occur, then the Foundation shall as its sole exclusive remedy have the right to (a) terminate and cancel this Agreement by giving to the City not less than 10 days' written notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Agreement shall terminate and the parties shall be released from all obligations under this Agreement which do not specifically survive its termination, or (b) pursue an action for specific performance. In no event will the City be liable to the Foundation for any damages whatsoever, including without limitation business, punitive, or consequential damages.

18. **Foundation Termination.** The Foundation shall retain an absolute right to terminate and cancel this Agreement at any time during the Term in the event the Foundation determines that its financial condition and/or operating funds are not sufficient for the Foundation to maintain and operate the Learning Center as described herein upon giving the City at least 90 days' written notice of the Foundation's need to terminate and cancel its obligations hereunder and designating the termination date. In such event, this Agreement shall terminate and cease as of the effective date of the Foundation's termination and the parties shall be released from all obligations hereunder which do not specifically survive termination.

19. **Improvements upon Termination.** Upon any termination of this Agreement, title to any unfinished or finished construction within the Subject Parcel initiated by the Foundation shall immediately vest in the City unless the City, at its option, requires the Foundation to remove the unfinished construction from the Subject Parcel and restore the Subject Parcel to its pre-removal condition, subject to the City's review and approval. All warranties involving the Foundation's construction or other activities under this Agreement shall be deemed assigned by the Foundation to the City; furthermore, unless otherwise specified in this Agreement, all agreements, contracts, or other rights between the Foundation and other third parties in existence at the time of such termination shall terminate and cease as of the effective date of the termination hereunder.

20. **Licenses, Permits.** The Foundation will be responsible for obtaining, in the name of the City, the Foundation, or otherwise, all licenses, permits, inspections, and other approvals necessary for the operation of the Learning Center. The City shall cooperate with the Foundation in obtaining all such licenses, permits, inspections, and other approvals, including, but not limited to, supplying information and executing applications, forms, or other documents necessary for same. Any and all licenses, permits, inspections, and other approvals shall be deemed to apply to the Foundation or its use of the Subject Parcel in accordance with the covenants, conditions, and terms of this Agreement.

21. **Subletting and Assignment.** The Foundation shall not transfer, hypothecate, mortgage, pledge, assign, or convey its interest in this Agreement or sublet the Subject Parcel or any part thereof without the written consent of the City, which consent shall not be unreasonably withheld or delayed, if the transferee is an organization into which the Foundation has merged or is a not-for-profit corporation authorized to do business in the State of Florida assuming the obligations of the Foundation hereunder.

22. **Expiration of Term.** At the expiration of the Term, the Foundation shall peaceably return to the City the Subject Parcel, including all improvements located thereon, and shall transfer title of any improvements still owned by the Foundation in or on the Subject Parcel to the City. It is understood and agreed between the City and the Foundation that the Foundation shall have the right to remove from the Subject Parcel all personal property of the Foundation placed in or on the Subject Parcel by the Foundation, provided the Foundation receives written

permission from the City prior to removing any such item which may cause injury to the Subject Parcel or any improvement at the Subject Parcel in the removal process. The Foundation shall restore the Subject Parcel to its pre-removal condition, subject to the City's review and approval.

23. **Right of City to Inspect.** The City at all times may enter into and upon the Subject Parcel for the purpose of inspecting same and/or for making necessary repairs and/or improvements, and for any other purposes permitted in this Agreement. The Foundation shall provide the City keys to the Learning Center.

24. **Annual Report.** On an annual basis, the Foundation shall present an Annual Report to the City. Such Report shall illustrate and explain the Foundation's financial statements, liabilities, assets, revenue, activities, officers' names and addresses, rules and regulations, by-laws, and election date(s), and provide a list of the fees and charges for the activities conducted at the Learning Center during the year, and such other information as requested by the City. In addition, the Annual Report shall provide a summary of the results of Licensee's process for tracking successes and outcomes for all programs and activities conducted by the Foundation at the Learning Center during the course of the year.

25. **Naming Rights and Signage.**

a. Naming rights for the Learning Center and any signage reflecting same will be subject to the City's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Otherwise, to the extent necessary for the Foundation to raise additional funds, the Foundation may grant naming rights to the Learning Center, including but not limited to individual rooms within the Learning Center and other readily identifiable areas, and may identify such naming rights grant by appropriate signage.

b. All signage and signage graphics which advertise, designate or locate any portion of the Learning Center shall further incorporate in its content, either in written type designation or logo designation, recognition of the City or its Department of Parks and Recreation in reasonable form. All signage and banners for advertising, sponsorships, and/or donors are excluded from this requirement. No signage making reference to the City or its Department of Parks and Recreation shall be placed on or about the Learning Center until such signage has been reviewed and approved by the City. All signage placed on or about the Subject Parcel shall be in compliance with all Governmental Requirements.

26. **Force Majeure.** If the City or the Foundation shall be delayed in, hindered in, or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or actions, riots, insurrection, the act, failure to act, or default of the other party, war, or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

27. **Condemnation.** If any part of the Subject Parcel is taken by eminent domain or condemnation or voluntarily transferred to such authority under the threat thereof, and either party's operation on the Subject Parcel is substantially and materially impaired, either party may terminate this Agreement by giving written notice to the other party within 30 days after the taking or transfer. The Foundation shall be entitled to that portion of proceeds attributable to the value

of the portion of the Learning Center taken or transferred. Said value shall be the lesser of (i) amount awarded by the court for the portion of the Learning Center taken or (ii) \$250.00 per square foot for the square footage of the Learning Center taken. The value shall then be reduced by 2% for each full year following the date of this Agreement. The Foundation shall also be entitled to such awards as are separately and specifically awarded to the Foundation for its separate personal property, moving expenses, and business damages.

28. **Mechanics Liens.** The Foundation shall immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's, or other lien filed or claimed against any or all of the Subject Parcel or any other property owned or licensed by the City, by reason of labor or materials provided for the Foundation or any of its contractors or subcontractors, or otherwise arising out of the Foundation's use or occupancy of the Subject Parcel. Nothing in the provisions of this Agreement shall be deemed in any way to give the Foundation any right, power, or authority to contract for or permit to be furnished any service or materials which would give rise to the filing of any mechanics' or materialman's lien against the City's estate or interest in and to the Subject Parcel, it being expressly agreed that no estate or interest of the City in and to the Subject Parcel shall be subject to any lien arising in connection with any alteration, addition, or improvement made by or on behalf of the Foundation. At the City's request, the Foundation shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of the preceding sentence in accordance with Section 713.10, Florida Statutes.

29. **Vending.** Vending shall be permitted in the Learning Center. Before vending is permitted at the Learning Center, the Foundation must receive the written approval of the City. In its request for vending privileges, the Foundation must propose in writing the proposed vending item and/or service and its charge and/or service in kind. If said vending item and/or service changes its charge and/or service in kind, said charge or service in kind must be approved in writing by the City. In addition, the Foundation must comply with all Government Requirements while vending at the Learning Center. the City's approval of a special use permit for special events shall constitute approval for vending set forth in such permit.

30. **Miscellaneous.**

a. **Notices.** Any and all notices that are permitted or required in this Agreement shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within 10 days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to the City: Director of Parks and Recreation
 2508 South Beach Parkway
 Jacksonville Beach, FL 32250

With a copy to: City Manager
 11 North Third Street
 Jacksonville Beach, FL 32250

If to the Foundation:

101 E Town Place, Suite 100
St. Augustine, FL 32092

Or such other addresses either party from time to time specify in writing to the other.

b. **Legal Representation.** Each respective party to this Agreement has been represented by counsel in the negotiation of this Agreement and accordingly, no provision of this Agreement shall be construed against a respective party due to the fact that it or its counsel drafted, dictated, or modified this Agreement or any covenant, condition, or term thereof.

c. **Further Instruments.** Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Agreement.

d. **Severability or Invalid Provision.** If any one or more of the agreements, provisions, covenants, conditions, and terms of the Agreement shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions, or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

e. **No Personal Liability.** No representation, statement, covenant, warranty, stipulation, obligation, or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation, or agreement of any member, officer, employee, or agent of the City or the Foundation in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

f. **Third Party Beneficiaries.** Nothing herein express or implied is intended or shall be construed to confer upon any entity other than the City and the Foundation any right, remedy, or claim, equitable or legal, under and by reason of this Agreement or any provision hereof, all provisions, conditions, and terms hereof being intended to be and being for the exclusive and sole benefit of the City and the Foundation.

g. **Successors and Assigns.** To the extent permitted by Section 19, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

h. **Survival of Representations and Warranties.** The respective indemnifications, representations, and warranties of the respective parties to this Agreement shall survive the expiration or termination of the Agreement and remain in effect.

i. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the ordinances of the City. Wherever possible, each provision, condition, and term of this Lease shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision, condition, or term of this Agreement or any documentation executed and delivered hereto shall be prohibited by or invalid

under such applicable law, then such provision, condition, or term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, condition, or term or the remaining provisions, conditions, and terms of this Agreement or any documentation executed and delivered pursuant hereto.

j. **Section Headings.** The section headings inserted in this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision, condition, or term hereof.

k. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

l. **Entire Agreement.** This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement and not contained herein shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended, or modified except by written instrument signed by the respective parties hereto.

m. **Attorneys' Fees and Costs.** In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs, whether incurred before, after, or during trial, or upon any appellate level.

n. **Time.** Time is of the essence of this Agreement. When any time period specified herein falls upon a Saturday, Sunday, or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

o. **Waiver of Defaults.** The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

p. **Radon Disclosure.** The following disclosure is required to be made by the laws of the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

q. **Recording.** This Agreement may be recorded in the public records of Duval County, Florida by either party.

r. **City's Representative.** Whenever in this Agreement the Foundation is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the City, the Foundation shall deal with the City's authorized representative, and unless or until the City shall give the Foundation written notice as to the contrary, the City's authorized representative shall be the Director of the Department of Parks and Recreation.

s. **Funding.** Any reference in this Agreement to funding or payment of costs or expenses to be borne by the City shall be contingent upon the availability of lawfully appropriated funds by the City for such purpose.

IN WITNESS WHEREOF, the respective parties hereto have hereunto executed this Agreement for the purposes expressed herein effective the day and year first above written.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin
Title: City Clerk

Date: _____

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

Sign: _____
Print: Christine H. Hoffman
Title: Mayor

Date: _____

Sign: _____

Print: Michael J. Staffopoulos

Title: City Manager

Date: _____

RISING LEADERS OF NORTH FLORIDA, INC.

Sign: 

Print: JEFF WILLOUGHBY

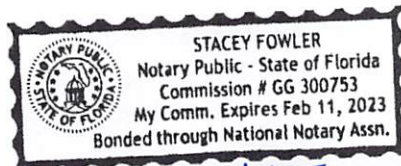
Title: EXECUTIVE DIRECTOR

Date: 9/14/2022

(Signature of person with authority to legally bind Rising Leaders of North Florida, Inc.)

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 14th day of September, 2022, by Jeff Willoughby (name of person acknowledging), who is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification.



Notary Public

My commission expires: 2/11/23 *Stacey Fowler*

EXHIBIT A
LEASE PARCEL

EXHIBIT B
DEVELOPMENT PLAN

EXHIBIT C

MODE III STANDARDS

Moderate level maintenance, associated with locations with moderate to low levels of development, moderate to low levels of visitation or with agencies that, because of budget restrictions, can't afford a higher intensity of maintenance.

1. **Turf Care** - Cut once every 10 working days. Normally not aerated unless turf quality indicates a need or in anticipation of an application fertilizer. Reseeding or re-sodding done only when major bare spots appear. Weed control measures normally used when 50 percent of small areas is weed infested or general turf quality is low in 15 percent or more of the surface area.
2. **Fertilizer** - Applied only when turf vigor seems to be low. Low level application done on a once per year basis. Rate suggested is one-half the level recommended on page 14 for species and variety.
3. **Irrigation** - Dependent on climate. Rainfall locations above 25 inches a year usually rely on natural rainfall, with the possible addition of portable irrigation during periods of drought. Dry climates below 25 inches normally have some form of supplemental irrigation. When irrigation is automatic, a demand schedule is programmed. Where manual servicing is required, two to three times per week operation could be the norm.
4. **Litter Control** - Minimum service of two to three times per week. High use may dictate higher levels during warm season.
5. **Pruning** - When required for health or reasonable appearance. With most tree and shrub species this would not be more frequent than once every two or three years.
6. **Disease and Insect Control** - Done only on epidemic or serious complaint basis. Control measures may be put into effect when health or survival of the plant material is threatened or where public's comfort is concerned.
7. **Lighting** - Replacement or repair of fixtures when report filed or when noticed by employees.
8. **Surfaces** - Cleaned on complaint basis. Repaired or replaced as budget allows.
9. **Repairs** - Should be done whenever safety or function is in question.
10. **Inspections** - Once per week.
11. **Floral Planting** - Only perennials or flowering trees or shrubs.
12. **Rest Rooms** - When present, serviced a minimum of 5 times per week. Seldom more than once each day.
13. **Special Features** - Minimum allowable maintenance for features present with function and safety in mind.

EXHIBIT D

INSURANCE REQUIREMENTS – CONTRACTORS

Without limiting its liability under this Contract, Contractor shall procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits and in amounts no less than those stated below:

Insurance Coverages

<u>Schedule</u>	<u>Limits</u>
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000 General Aggregate
	\$2,000,000 Products & Comp. Ops. Aggregate
	\$1,000,000 Personal/Advertising Injury
	\$1,000,000 Each Occurrence
	\$ 50,000 Fire Damage
	\$ 5,000 Medical Expenses

The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the project via a form no more restrictive than the most recent version of ISO Form CG2503

Contractor shall continue to maintain products/completed operations coverage for a period of three years after the final completion of the project. The amount of products/completed operations coverage maintained during the three-year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Pollution Legal Liability	\$2,000,000 per Loss
	\$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Watercraft Liability	\$1,000,000 Per Occurrence
	(to the extent that watercraft is utilized in the services of this contract)

Umbrella Liability	\$1,000,000 Each Occurrence/ Aggregate.
--------------------	---

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provide on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy

In the event that any part of the work to be performed hereunder shall require the Contractor or its subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the Contractor shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the City, and their respective members, officials, officers, employees, and agents, Engineer, and Program Management Firm(s) (when program management services are provided).

The Contractor shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the City, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Additional Insurance Provisions

A. Additional Insured. All insurance except Workers' Compensation and Professional Liability shall be endorsed to name the City of Jacksonville Beach and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville Beach and its members, officials, officers, employees, and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville Beach and its members, officials, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City of, nor its failure to disapprove, the insurance furnished by Contractor shall relieve Contractor of its full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville Beach (Attention: Risk Management), 11 North Third Street, Jacksonville Beach, Florida 32250.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City 30 days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a 30 days written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions. Prior to executing this Agreement, Contractor shall present this Contract and Attachment E & F to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2)That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Bonds and Other Performance Security. Design-Builder shall not perform or commence any construction services for a Project until the following performance bond and labor and material payment bond or other performance security have been delivered to Owner: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to Owner, on forms furnished by Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Project performed under this Agreement, each in an amount not less than the GMP as defined in Article 6 and inclusive of Design-Builder fees. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.

5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:

a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

<u>CONTRACT AMOUNT</u>	<u>RATING</u>	<u>CLASS</u>
\$500,000 to \$1,000,000	A-	CLASS IV
\$1,000,001 to \$2,500,000	A-	CLASS V

\$2,500,001 to \$5,000,000	A-	CLASS VI
\$5,000,001 to \$10,000,000	A-	CLASS VII
\$10,000,001 to \$25,000,000	A-	CLASS VIII
\$25,000,001 to \$50,000,000	A-	CLASS IX
\$50,000,001 to \$75,000,000	A-	CLASS X

- b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding 10 percent of its surplus to policyholders, provided:
- i. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.
 - ii. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

EXHIBIT E

INSURANCE REQUIREMENTS – THE FOUNDATION

Without limiting its liability under this Contract, the Foundation shall procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and the Foundation shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits and in amounts no less than those stated below:

Insurance Coverages

<u>Schedule</u>	<u>Limits</u>
Workers' Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

This insurance shall cover the Foundation (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000 General Aggregate \$2,000,000 Products & Comp. Ops. Aggregate \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses
-------------------------------------	--

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability \$1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Liquor or Host Liquor Liability \$1,000,000 Each Occurrence

(Liquor or Host Liquor Liability to the extent liquor is being sold, served or consumed.)

Professional Liability \$1,000,000 Per Claim and Aggregate

(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three-year reporting option beyond the annual expiration date of the policy.

Sexual Molestation \$1,000,000 Per Claim

\$2,000,000 Aggregate

(Only if program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Additional Insured. All insurance except Workers' Compensation and Professional Liability shall be endorsed to name the City of Jacksonville Beach and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026, and for Automobile Liability in a form no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville Beach and its members, officials, officers employees and agents.

C. The Foundation's Insurance Primary. The insurance provided by the Foundation shall apply on a primary basis to, and shall not require contribution from, any other insurance or

self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Foundation. Under no circumstances will the City of Jacksonville Beach and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. The Foundation's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Foundation or its subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by the City of, nor its failure to disapprove, the insurance furnished by the Foundation shall relieve the Foundation of the Foundation's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. The Foundation shall provide the City Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville Beach (Attention: Chief of Risk Management), 11 North Third Street, Jacksonville Beach, Florida 32250.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Foundation shall provide an endorsement issued by the insurer to provide the City 30 days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Foundation shall provide said 30 days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Foundation under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions. Prior to executing this Agreement, the Foundation shall present this Contract and Exhibit D and Exhibit E to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Contract Documents, and; (2) that the

Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Foundation.

EXHIBIT F

INDEMNIFICATION

The Foundation shall hold harmless, indemnify, and defend the City of Jacksonville Beach and the City's members, officers, officials, employees and agents (collectively, the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL BRIEFING TOPIC	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	October 10, 2022
SUBJECT:	Short Term Vacation Rental Program Update

BACKGROUND

In 2018, the City Attorney drafted an Ordinance for the regulation of the City's Short Term Vacation Rentals (STVRs), due to a small number of problematic properties. The Ordinance was modeled heavily after one drafted for Flagler County, since at the time, the Flagler County Ordinance had been tested and upheld as enforceable. Following approval of the Jacksonville Beach Ordinance, City staff developed processes and procedures to implement the program, including the development of an STVR application. This was done as a joint effort between the Planning Department, the City Clerk's Office, and the Fire Marshal.

Since most property owners will not voluntarily come into compliance with the City's STVR Ordinance, the City has contracted with Host Compliance via Granicus to search for and identify STVR properties. As of October 3, 2022, Host Compliance has identified an address for 79% of the properties in Jacksonville Beach with advertised listings. As of October 3, 2022, there are 1,594 identified unique rentals, and 818 active listings. These numbers cover all rental properties including long-term rentals identified, regardless of type of property, number of bedrooms, vacancy, occupancy, exempt status, etc. Letters are sent out quarterly as new properties are identified. Property owners receive a letter notifying them of the Ordinance and the requirement to come into compliance, if applicable. The detailed letter breaks down the requirements for each type of property and also informs owners of the County's rules on homestead exemption.

The application process for property owners, operators, and City staff is cumbersome, although this was not the intent of the Ordinance. Property owners must provide the City with documentation above and beyond other types of businesses and home occupations. Additionally, property owners have to complete their registration processes with the County and State before coming to the City, which lengthens the process. Due to this, the City regularly has a backlog of applications due to one or more of the following:

- Required documentation missing;
- Failed inspection from Fire Marshal and no follow up from applicant;
- Change in ownership; and
- Follow up by staff is difficult due to time involved and lack of response from applicants.

Completed applications with required documents are currently submitted to the Planning Department, which processes the applications for compliance with the Ordinance, notifies the applicant of the inspection requirement, and then, when completed, forwards the approved



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

application with a certificate to the City Clerk's Office for processing of the Local Business Tax. If the application gets held up in the Planning Department or due to a failed inspection, it does not move on to the Clerk's Office, which means local business tax is not collected. Based on the requirements of the Ordinance, this process cannot be altered.

Staff have met on numerous occasions to try to fix the process; however, the Ordinance does not leave much flexibility. Additionally, often times staff are left having to make a determination on a property's exempt status if applicable, since not all properties have to apply to the City. Finally, other than the cost to maintain the services of Host Compliance, there are no other costs associated with the program annually for compliant properties.

Staff from the Planning Department, the City Clerk's Office, and the Fire Marshal recently met to discuss the issues and come to a consensus regarding possible solutions. It was strongly agreed upon that the Ordinance needs an overhaul and that there are steps that can be taken through the amendment of the code that could make the process smoother for both applicants and staff, while still meeting the goal of the City Council to preserve the integrity of residential neighborhoods, provide for safe transient housing, and identify code enforcement violations.

Proposed changes are as follows:

- Change the program from a certificate to a registration system and require ALL STVR owners to register, perhaps even owner-occupied units, so that staff is not required to make a determination on exemption.
- Amend and shorten the Ordinance to make it easier to read and explain, and eliminate obsolete language (vesting, for example);
- Allow applicants to go through processes simultaneously (State, County, Local) so that applications do not get held up waiting for another lengthy process to be completed.
- Provide a "one stop shop" process and treat STVR's like other businesses where applications are started and completed through the City Clerk's Office and receive zoning and Fire Marshal approval.
- Require a one-time registration and initial inspection with associated fees, with annual local business tax paid and follow-up inspections done as-needed for a cost.

FINANCIAL IMPACT

In order to be able to send compliance letters to identified properties, the City should continue to contract with a property identification platform such as Host Compliance, since the city does not have the ability to identify properties without this resource.

COUNCIL DIRECTION REQUESTED

Staff requests direction from the City Council on amending the current STVR Ordinance to create better flexibility regarding processes and procedures with the goal of increasing compliance with the Ordinance.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

ATTACHMENTS

1. Ordinance No. 2019-8118 -Short Term Rentals

Introduced by: Council Member Hoffman

1st Reading: 08/05/19

2nd Reading: 09/16/19

ORDINANCE NO. 2019-8118

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA AMENDING CHAPTER 34. LAND DEVELOPMENT CODE, ARTICLE VIII. SITE DEVELOPMENT STANDARDS, DIVISION 2. SUPPLEMENTAL STANDARDS, CREATING A NEW SECTION 34-411 SHORT TERM VACATION RENTALS, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES; AMENDING CHAPTER 34. LAND DEVELOPMENT CODE, ARTICLE IV. DEFINITIONS PROVIDING DEFINITIONS; AMENDING CHAPTER 34. LAND DEVELOPMENT CODE, ARTICLE VII. ZONING DISTRICTS, DIVISION 2. ZONING DISTRICTS, SECTION 34-336. RESIDENTIAL, SINGLE-FAMILY: RS-1, SECTION 34-337. RESIDENTIAL SINGLE-FAMILY: RS-2, SECTION 34-338. RESIDENTIAL, SINGLE-FAMILY: RS-3, SECTION 34-339. RESIDENTIAL MULTIPLE-FAMILY: RM-1, SECTION 34-340. RESIDENTIAL, MULTIPLE-FAMILY: RM-2, SECTION 34-341. COMMERCIAL PROFESSIONAL OFFICE: CPO, SECTION 34-342. COMMERCIAL LIMITED: C-1, SECTION 34-343. COMMERCIAL GENERAL: C-2, SECTION 34-345. CENTRAL BUSINESS DISTRICT: CBD; PROVIDING THAT SHORT TERM VACATION RENTALS ARE A PERMITTED USE; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE:

WHEREAS, the City of Jacksonville Beach has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and

WHEREAS, prior to 2011 Florida's cities and counties regulated local land use issues and decisions under the Home Rule authority granted them by the Florida Constitution; and

WHEREAS, in 2011 the Florida Legislature enacted House Bill 883 (Chapter 2011-119, Laws of Florida) which preempted the local regulation, restriction or prohibition of vacation rentals based solely on their classification, use or occupancy; and

WHEREAS, the preemption to the state provided little oversight of vacation rentals such as staffing for mandatory or randomized inspections of vacation rentals and applied relaxed standards for vacation rentals when compared to hotels, motels, and bed and breakfast establishments; and

WHEREAS, in 2014 the Florida Legislature enacted Senate Bill 356 (Chapter 2014-71, Laws of Florida) which rescinded portions of the previous preemption but provided that local governments may not prohibit or regulate the frequency or duration of short term vacation rentals; and

WHEREAS, Chapter 2014-71, Laws of Florida returned some local control back to communities to mitigate the effects of short term vacation rentals to make them safer, more compatible with existing neighborhood uses, and accountable for proper operation; and

WHEREAS, short term vacation rentals cannot be prohibited and are therefore a permitted use in all zoning districts where residential uses are a permitted or conditional use; and

WHEREAS, single-family, two-family, and townhouse neighborhoods and their required infrastructure are generally designed to accommodate typical residential homes; and

WHEREAS, local governments apply design standards tailored for residential neighborhoods for their roads, driveways, emergency services planning, public shelters, emergency evacuation plans, solid waste collection, utilities, buffers, other infrastructure impacts along with the corresponding fair and proportionate impact/connection fees; and

WHEREAS, short term vacation rentals located in residential neighborhoods without regulation or standards for mitigation may create disproportional impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, permanent residents of single-family, two-family, and townhouse dwelling units inherently understand and know their physical surroundings, to include any safety gaps and potential risks to life and safety due to daily familiarity; and

WHEREAS, due to the transient nature of the occupancy short term vacation rental, occupants are unfamiliar with local hurricane evacuation plans, the location of fire extinguishers, residence exit routes, pool and home safety features and similar life safety measures as would readily be provided to guests in traditional lodging establishments; and

WHEREAS, short term vacation rentals may be created in single-family, two-family, or townhouses built prior to current building codes that require minimum life safety improvements, such as smoke detectors, carbon monoxide detectors, pool alarms, pool safety drains, and other such life safety equipment; and

WHEREAS, transient public lodging establishments such as vacation rentals are required to comply with the Florida Building Code and the Florida Fire Prevention code regarding life safety equipment, inspections, and enforcement programs; and

WHEREAS, short term vacation rentals located within established neighborhoods may disturb the quiet enjoyment of the neighborhood, lower property values, and burden the design layout of typical residential neighborhoods; and

WHEREAS, short term vacation rentals located within established single-family, two-family, and townhouse neighborhoods may create compatibility impacts, including but not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, traditional lodging establishments (hotels, motels, and bed & breakfast inns) are restricted to commercial and other non-residential zoning districts where the intensity of use is separated from the quiet residential uses; and

WHEREAS, traditional lodging establishments must meet stricter development standards, undergo annual or bi-annual inspections, and meet more stringent operational and business requirements; and

WHEREAS, traditionally lodging establishments typically must make roadway improvements and/or pay higher transportation, water, sewer, and other impact fees to offset the infrastructure demands created by their use; and

WHEREAS, Chapter 720 Florida Statutes provides for the formation and operation of homeowners' associations, independent of government authority; and

WHEREAS, such homeowners' associations may or may not exist in all single- and two-family residential neighborhoods; and

WHEREAS, such homeowners' associations typically employ property managers and employees or contracted vendors to monitor maintenance, upkeep, security and/or operation of the property on a frequent basis; and

WHEREAS, homeowners' associations are governed by covenants, restrictions and bylaws of the governing associations; and

WHEREAS, such homeowners' associations which allow short term vacation rentals are not regulated locally at this time, but may be in the future if deemed necessary in the interest of the public health, safety, and welfare; and

WHEREAS, multi-unit condominium buildings which allow short term vacation rental units are subject to Florida Statutes Chapter 718 and typically to covenants, restrictions, and bylaws thereof; and

WHEREAS, multi-unit condominium buildings are typically constructed to more stringent building code, fire code, and other life safety code standards including sprinkler systems, interconnected fire alarm systems, fire alarm panels, emergency lighting, exit signs, fire extinguishers, and fire wall separation between occupancies; and

WHEREAS, multi-unit condominium buildings are routinely inspected for fire and life safety code compliance including fire sprinkler systems, interconnected fire alarm systems, fire alarm panels, fire pumps, emergency lighting, exit signs, backflow prevention, elevator operation, and communications; and

WHEREAS, many multi-unit condominium buildings have on-site property managers and employees or contracted vendors to provide maintenance, upkeep, security and/or operation of the property on a frequent basis; and

WHEREAS, multi-unit condominium buildings which allow short term vacation rentals are not regulated locally at this time, but may be in the future if deemed necessary in the interest of the public health, safety, and welfare; and

WHEREAS, whenever one (1) or more property owner permanently resides at the short term vacation rental located within the same structure the number of renters is minimized and the owner is present to directly manage the property; and

WHEREAS, an on-site owner permanently residing in a short term vacation rental is likely to manage the short term vacation rental more restrictively because there is a direct, vested interest in its use and maintenance; and

WHEREAS, owner-occupied short term vacation rentals are not regulated locally at this time, but may be in the future if deemed necessary in the interest of the public health, safety, and welfare; and

WHEREAS, permanent residents within residential neighborhoods often establish long-term friendships, social norms, and a sense of community which often leads to mutual respect among property owners; and

WHEREAS, a permanent residence is typically the largest investment a family will make in their lifetime, with the homestead held sacred in popular culture as the heart and center of the family unit; and

WHEREAS, permanent residents within established residential neighborhoods deserve the right to tranquility and peaceful enjoyment of their home without intrusion by an excessive number of transient occupants; and

WHEREAS, the City of Jacksonville Beach promotes tourism, including appreciation and enjoyment of its pristine beaches, fishing pier, boardwalk, historic sites, and entertainment options; and

WHEREAS, many local governments in the State of Florida, and across the nation, have instituted standards to minimize the potential negative impacts of short term vacation rentals on the permanent residents; and

WHEREAS, the City of Jacksonville Beach has experienced a significant increase in the construction of new, oversized structures and the repurposing of existing residential homes for the primary purpose of serving as short term vacation rentals for up to as many as seventeen (17) individuals; and

WHEREAS, although family size per residence varies, the most recent data from the 2010 U.S. Census indicates the City of Jacksonville Beach average family size is 2.74 persons; and

WHEREAS, the 2010 U.S. Census data further indicates the average household size in the City of Jacksonville Beach is 2.11 persons; and

WHEREAS, the operation of short term vacation rentals in established neighborhoods in the City of Jacksonville Beach may create a large disparity in short term vacation rental impacts with more than six (6) times the average occupancy of established owner-occupied residences making the higher occupancy of the short term vacation rental homes incompatible with established neighborhood; and

WHEREAS, utility usage by short term vacation rentals may exceed the usage levels anticipated at the time of initial permitting as a single-family, two-family, or townhouse residence, creating a disparity between the impact and connection fees paid and the system impacts caused by their increased demand; and

WHEREAS, the State of Florida through its existing regulatory framework provides for licensing, maintenance, and inspection of hotels and motels; however no similar regulatory framework exists for vacation rentals; and

WHEREAS, current vacation rental industry practice is to set maximum limits upon the number of transient occupants within a short term vacation rental unit, but lack provisions for verification and enforcement; and

WHEREAS, current vacation rental industry practice is to charge a flat rental fee for the term of the lease, regardless of transient occupancy count, which may incentivize lessees of oversized structures used as short term vacation rentals to increase the transient occupant count to spread out the cost burden for the rental term among as many payers as possible; and

WHEREAS, the City of Jacksonville Beach desires to encourage short term vacation rentals that are safe, compatible with the character of the neighborhood, provide positive impacts for tourism, increase property values, and achieve greater neighborhood compatibility; and

WHEREAS, the City of Jacksonville Beach seeks to balance respect for private property rights and incompatibility concerns between the investors in short term vacation rentals and the families investment in permanent single-family, two-family, or townhouse residences in established residential neighborhoods through the use of reasonable rules, regulations, and development standards; and

WHEREAS, these regulations are deemed necessary to preserve property values and to protect the health, safety, and general welfare of permanent residents, property owners, investors, transient occupants, and visitors alike; and

WHEREAS, these regulations are being promulgated to supplement, but not replace, any existing federal or state law, regulation, or other controls within established residential neighborhoods served by a homeowners' association or condominium associations; and

WHEREAS, the City of Jacksonville Beach seeks to regulate vacation rental use of single-family, two-family, and townhouses subject to initial inspection requirements, ongoing compliance with these regulations, issuance of and annual renewal of local business tax receipt for short term vacation rental use; and

WHEREAS, these regulations do not prohibit or regulate duration or frequency of vacation rentals, but are intended to address the frequent change of transient occupants housed within single-family, two-family, and townhouse dwellings within established residential neighborhoods; and

WHEREAS, the application of minimum life safety requirements to short term vacation rentals, as required by state law for transient public lodging establishments, ensures that transient occupants are provided the same minimum level of protection as is required by current statutes, regulations, and codes for hotels, motels, and dormitories; and

WHEREAS, a maximum occupancy of sixteen (16) persons within any short term vacation rental in any zoning district is appropriate because any occupancy of greater than sixteen (16) persons falls within a commercial classification of hotel or dormitory for the purposes of the National Fire Protection Association (NFPA) 101 Life Safety Code; and

WHEREAS, for purposes of compliance with the National Fire Protection Association (NFPA) 101 Life Safety Code, occupancies of sixteen (16) or fewer persons may be provided in single-family, two-family, or townhouse short term vacation rentals without consideration as a hotel or dormitory and provisions of related life safety requirements; and

WHEREAS, the minimum residential safety standards, as adopted by the Florida Legislature as the Residential Swimming Pool Safety Act include provision of swimming pool, spa, and hot tub barriers or alarms so as to reduce the likelihood of child and elder drowning; and

WHEREAS, bedrooms as so designated within short term vacation rentals shall be considered the equivalent of bedrooms as defined by Florida Statute 381.0065, as may be amended from time to time; and

WHEREAS, because of the high occupancy and transient nature of occupants within many short term vacation rentals, fire safety becomes important; and

WHEREAS, Section 509.215, Florida Statutes, provides the fire safety requirements for transient public lodging establishments such as vacation rentals; and

WHEREAS, short term vacation rentals, as defined herein, must comply with the Florida Fire Prevention Code, Florida Building Code, Florida Administrative Code Chapters 61C and 69A, and Section 509.215, Florida Statutes; and

WHEREAS, site specific short term vacation rental standards, such as, minimum parking standards, solid waste handling and containment, and the enforcement of quiet hours, serve to maintain the decorum that exists among owners in established residential neighborhoods and are better assured by having these same standards conveyed to transient occupants through the duration of their rental; and

WHEREAS, transient public lodging establishments and vacation rentals are subject to additional regulatory requirements beyond those normally required of single-family, two-family, and townhouse residences, including business licensing by the State of Florida Department of Business and Professional Regulation's Division of Hotels and Restaurants, obtaining county and local business tax receipts, and collecting and remitting various sales taxes to state and local government; and

WHEREAS, a short term vacation rental is a commercial lodging activity; and

WHEREAS, some short term vacation rentals are being used exclusively as rentals by investors and/or home owners; and

WHEREAS, the establishment of minimum business practices, such as the provision of both lease-specific and property-specific information to lessees, and the designation of a local short term vacation rental responsible party, ensures that the private property rights of the short term vacation rental owner are balanced with the needs of the residents of the City of Jacksonville Beach to protect visitors and tourists and to preserve the general welfare through its limited regulatory power; and

WHEREAS, the City of Jacksonville Beach, through its existing regulatory framework, will issue registration certificates to short term vacation rentals conforming to those standards, which will in turn provide a level playing field amongst all providers of short term vacation rental units; and

WHEREAS, it is the intent of the City of Jacksonville Beach to provide for the establishment of an enforcement mechanism for those short term vacation rentals which do not adhere to the standards on an initial or continuing basis, with the overall goal of the short term vacation rental program being compliance with established standards and not punitive in scope; and

WHEREAS, the City of Jacksonville Beach Planning Commission held a duly noticed public hearing on **July 22, 2019** and recommended approval of this ordinance; and

WHEREAS, the City Council of the City of Jacksonville Beach held a duly noticed public hearing on **August 5, 2019** and approved this ordinance on first reading; and

WHEREAS, the City Council of the City of Jacksonville Beach finds the proposed ordinance will serve to protect the health and safety of residents, adjacent residential uses, and the general neighborhood.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. Recitals. The above recitals are ratified and confirmed as being true and correct and are made a part of this Ordinance and adopted as legislative findings.

SECTION 2. Amendment of City Code. That Chapter 34, Article IV. Definitions is hereby amended to add definitions, in proper alphabetical order as follows¹:

Section 34-41. General

Bedroom shall be as defined in Florida Statutes s. 381.0065, as may be amended, and means:

1. A room that can be used for sleeping and that:
 - a. For site-built dwellings, has a minimum of 70 square feet of conditioned space;
 - b. For manufactured homes, is constructed according to the standards of the United States Department of Housing and Urban Development and has a minimum of 50 square feet of floor area;
 - c. Is located along an exterior wall;
 - d. Has a closet and a door or an entrance where a door could be reasonably installed; and
 - e. Has an emergency means of escape and rescue opening to the outside in accordance with the Florida Building Code.
2. A room may not be considered a bedroom if it is used to access another room except a bathroom or closet.
3. “Bedroom” does not include a hallway, bathroom, kitchen, living room, family room, dining room, den, breakfast nook, pantry, laundry room, sunroom, recreation room, media/video room, or exercise room.

Collective Registration means a Short Term Vacation Rental Registration Certificate issued by the City of Jacksonville Beach to a licensed agent who represents a collective group of Short Term Vacation Rental units found on separate locations. A collective registration may not be issued for more than 75 Short Term Vacation Rental units per Registration Certificate.

¹ (~~striketrough~~ text indicates deletions, underline text indicates additions).

Licensed Agent means the operator of a management company that has been licensed by the dwelling or unit owner, through a rental agreement or contract between the two parties, to hold out the dwelling or unit for rent on a transient basis. A licensed agent is not required to hold a license from the Division of Real Estate.

Short term vacation rental means

1. Any individually or collectively owned single-family, two-family, or townhouse dwelling unit that is also a Transient Public Lodging Establishment as defined below.
2. Single-family, two-family, or townhouse dwellings subject to deed restrictions and covenants of a home-owners association, condominium units, timeshare projects, and owner-occupied dwelling units renting fifty percent (50%) or less shall not be subject to the regulations of this ordinance.

Transient occupancy means occupancy when it is the intention of the parties that the occupancy will be temporary. There is a rebuttable presumption that, when the dwelling unit occupied is not the sole residence of the guest, the occupancy is transient.

Transient public lodging establishment means any individually or collectively owned single-family, two-family, or townhouse dwelling unit which is rented to guests more than three 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, as defined in Florida Statutes 509.013(4)(a), as may be amended.

SECTION 3. That Chapter 34, Article VIII, Division 2 of the City of Jacksonville Beach Code of Ordinances and Land Development Code is hereby amended by adding new Section 34-411 to read as follows:

Section 34-411 – Short Term Vacation Rentals.

- (a) Applicability. This section shall apply to short term vacation rentals as defined in section 34-41.
- (b) Short term vacation rental minimum requirements. Short term vacation rentals shall be permitted in all zoning districts where residential use is a permitted or conditional use provided they are in compliance with this section. No person shall rent or lease all or any portion of a dwelling unit as a short term vacation rental as defined in section 34-41 without initially and on a continuing basis:
 - (1) Obtaining a short term vacation rental registration certificate from the City of Jacksonville Beach pursuant to this section;
 - (2) Providing proof of a county business tax receipt from the Consolidated City of Jacksonville pursuant to its ordinances, as may be amended;
 - (3) Providing proof of a local business tax receipt from the City of Jacksonville Beach pursuant to Chapter 15 of the Code of Ordinances, as may be amended;

- (4) Providing proof of a Florida Department of Revenue certificate of registration for purposes of collecting and remitting sales surtaxes, transient rental taxes, and other taxes as may be required by law;
 - (5) Providing proof of a Florida Department of Business and Professional Regulation license as a transient public lodging establishment; and
 - (6) Providing proof of the Short Term Vacation Rentals current and active account with Duval County Tax Collector for the purpose of collecting and remitting tourist development taxes and other taxes as may be required by law.
 - (7) As demonstrated through an affidavit:
 - a. Maintaining initial and ongoing compliance with Short Term Vacation Rental Standards contained herein;
 - b. Maintaining compliance with the Florida Fire Prevention Code, Florida Building Code, and Section 509.215, Florida Statutes; and
 - c. Maintaining compliance with any local, state, and federal laws, regulations, and standards as may be applicable or amended including Florida Administrative Code Chapters 61C and 69A, as may be amended.
- (c) *Short Term Vacation Rental Standards.* The following Standards shall govern the use of any short term vacation rental as a permitted use:
- (1) Maximum Occupancy. Maximum occupancy shall be limited to two (2) persons per bedroom plus two. Under no condition shall maximum occupancy exceed sixteen (16) occupants per short term vacation rental unit. For the purpose of calculating maximum occupancy, only individuals over the age of twenty-four (24) months shall be included.
 - (2) Parking Standards. Minimum off-street parking shall be equal to the maximum occupancy as defined in Section 34-411(c)(1) divided by four (4). Where four (4) equates to one (1) parking space per four (4) transient occupants. All fractions shall be rounded to the next higher whole number. At no time shall parking block a sidewalk. Off-street parking standards shall be as defined in Article VIII., Division 1 Parking and Loading Standards of the City of Jacksonville Beach Land Development Code. All Short Term Vacation Rental properties with legal non-conforming parking shall be grandfathered for two (2) parking spaces. Grass parking is only permitted on Short Term Vacation Rental properties with legal non-conforming parking where paved parking is not available. Garage spaces shall count if the space is open and available and the transient occupants are given vehicular access to the garage.
 - (3) Solid Waste handling and containment. Short Term Vacation Rentals shall supply the approved solid waste collection container pursuant to the City's franchise agreement. All customers receiving residential and small commercial solid waste collection service pursuant to the city's solid waste franchise contract shall place garbage, rubbish, or, refuse receptacles and all other items at the curbside, unless the franchisee has agreed to provide a special service collection at another location. The container shall be placed at curbside on the day of solid waste pickup and removed

from curbside no later than sunrise the following day. Appropriate screening and storage requirements for trash storage containers shall apply per any development approval or local neighborhood standard, whichever is more restrictive.

- (4) Minimum short term vacation rental lease agreement wording. The short term vacation rental lease agreement shall contain the minimum information as provided for in subsection 34-411(h).
 - (5) Minimum short term vacation rental information required postings. The short term vacation rental shall be provided with posted material as required pursuant to subsection 34-411(i).
 - (6) Designation of a Short Term Vacation Rental Responsible Party capable of meeting the duties required pursuant to subsection 34-411(g) shall be required.
 - (7) Advertising. Any advertising of the short term vacation rental unit shall conform to information included in the Short Term Vacation Rental Registration Certificate and property's approval, particularly as it pertains to maximum occupancy. A statement stating that "it is unlawful for a sexual offender or sexual predator to occupy this residence in violation of section 775.215, Florida Statutes precluding such residency within 1,000 feet of any school, child care facility, park, or playground."
 - (8) Other standards. Any other standards contained within the City of Jacksonville Beach Land Development Code to include, but not limited to, noise limits, setbacks, stormwater, and similar provision shall be applicable.
- (d) Short Term Vacation Rental Registration Certificate. To verify compliance with these Short Term Vacation Rental Standards, any property owner who wishes to use his or her dwelling unit as a short term vacation rental must first apply for and receive a Short Term Vacation Rental Registration Certificate from the City of Jacksonville Beach. The following requirements further apply:
- (1) The Short Term Vacation Rental Registration Certificate shall be renewed annually for as long as the unit is used as a short term vacation rental.
 - (2) Short Term Vacation Rental Registration Certificates may be issued as a single or collective registration certificate.
 - (3) An annual single or collective Short Term Vacation Rental Registration Certificate fee shall be paid in an amount as determined by Resolution of the City Council of the City of Jacksonville Beach.
 - (4) Short Term Vacation Rental Registration Certificate fees shall be implemented to cover the costs of administration of the Short Term Vacation Rental Registration Certificate, Inspection, and enforcement programs.
 - (5) Failure to comply with any of the requirements of this section shall be grounds for revocation or suspension of the Short Term Vacation Rental Registration Certificate in accordance with the requirements contained herein.

(e) Application for a Short Term Vacation Rental Registration Certificate. Each property owner seeking initial issuance, annual renewal, transfer of ownership, or modification of a Short Term Vacation Rental Registration Certificate shall submit a City of Jacksonville Beach Short Term Vacation Rental Application in a form specified by the City, along with an application fee in an amount as determined by Resolution of the City Council of the City of Jacksonville Beach.

(1) A complete application for initial, transfer of ownership, or modification of a Short Term Vacation Rental Registration Certificate shall demonstrate compliance with the Short Term Vacation Rental Standards above through the following submittals:

a. A completed application with all required documentation of Section 34-411(b) and all applicable fees.

b. Copies of the required short term rental postings shall be provided.

c. A blank sample of the required short term vacation rental lease agreement and lessee information demonstrating compliance with all required lease terms shall be provided.

d. A sketch or picture showing the required off-street parking location.

e. Any other required information necessary to demonstrate compliance with the Short Term Vacation Rental Standards contained herein or as may be amended.

(2) Registration Certificate renewals or transfers. A Short Term Vacation Rental Registration Certificate holder must apply annually for a renewal of the Registration Certificate by October 1 of each year. If no changes have occurred since the issuance of the most recent Short Term Vacation Rental Registration Certificate, no additional submittals are required to accompany the renewal or transfer of a Short Term Vacation Rental Registration Certificate Application.

(3) Modification of Short Term Vacation Rental Registration Certificate. An application for modification of a Short Term Vacation Rental Registration Certificate is necessary where any of the following apply:

a. The gross square footage of the Short Term Vacation Rental unit has increased;
or

b. The number of bedrooms is proposed to increase; or

c. The occupancy is otherwise proposed to increase.

d. If an inspection of a modification to a Short Term Vacation Rental Registration Certificate is required, the modification in usage or occupancy may not occur until after successful inspection; however, pending such successful inspection the current Registration Certificate shall remain valid.

(f) Initial and routine compliance inspections of Short Term Vacation Rentals.

- (1) An inspection of the Short Term Vacation Rental unit for compliance with this section is required prior to issuance of an initial Short Term Vacation Rental Registration Certificate.
 - a. The local fire official or designee shall be allowed entry and perform all inspections as permitted or required under this section or by Section 10-3.04 and Section 10-3.05, City of Jacksonville Beach Code of Ordinances.
 - b. If violations are found, all violations must be corrected and the Short Term Vacation Rental unit must be re-inspected prior to issuance of the initial Short Term Vacation Rental Registration Certificate.
 - c. An exception to the correction of violations as required in this subsection is made for any Short Term Vacation Rental seeking vested rights pursuant to subsection 34-411(m) to the extent that a vesting determination specifically provides such exemption.
- (2) Once issued, a Short Term Vacation Rental unit must be properly maintained in accordance with the Short Term Vacation Rental Standards as defined in the section and may be re-inspected at the time of transfer of ownership, modification, or upon receipt of complaint related to non-compliance with the Florida Fire Prevention Code, Florida Building Code, and Section 509.215, Florida Statutes.
 - a. For an inspection, all violations must be corrected and re-inspected within thirty (30) calendar days.
 - b. Failure to correct inspection deficiencies in the timeframe provided shall result in the suspension of the Short Term Vacation Rental Registration Certificate until such time as the violation(s) is/are corrected and re-inspected.
- (3) The inspections shall be made by appointment with the Short Term Vacation Rental Responsible Party.
 - a. If the inspector(s) has made an appointment with the Short Term Vacation Rental Responsible Party to complete an inspection and the Short Term Vacation Rental Responsible Party fails to admit the inspector(s) at the scheduled time, the owner shall be charged a “no show” fee in an amount as determined by Resolution of the City Council of the City of Jacksonville Beach to cover the inspection expense incurred.
- (4) If the inspector(s) is denied admittance by the Short Term Vacation Rental Responsible Party or if the Short Term Vacation Rental unit is not passed in at least three (3) attempts to complete an initial or subsequent inspection, the inspector(s) shall provide notice of failure of inspection to the owner address as listed on the most recent Short Term Vacation Rental Registration Certificate or as listed on the Duval County Property Appraiser database.

- a. For an initial inspection, the notice of failure of inspection results in the Registration Certificate not being issued.
- b. For a subsequent inspection, the notice of failure of inspection is considered a violation pursuant to subsection 34-411(f)(2) above and is subject to enforcement as provided herein.

(g) Short Term Vacation Rental Responsible Party.

- (1) The purpose of the Short Term Vacation Rental Responsible Party is to respond to routine inspections, non-routine complaints, and any other more immediate problems related to the Short Term Vacation Rental of the property.
- (2) The property owner or licensed agent may serve in this capacity or shall otherwise designate a Short Term Vacation Rental Responsible Party to act on their behalf.
- (3) Any person eighteen (18) years of age or older may be designated by the owner or licensed agent provided they can perform the duties listed in subsection 34-411(g)(4) below.
- (4) The duties of the Short Term Vacation Rental Responsible Party, whether the property owner or licensed agent, are as follows:
 - a. Be available by landline or mobile telephone at the listed phone number twenty-four (24) hours a day, seven (7) days a week and capable of handling any issues arising from the Short Term Vacation Rental use;
 - b. If necessary, be willing and able to come to the Short Term Vacation Rental unit within two (2) hours following notification from an occupant, the owner, or an official of the City of Jacksonville Beach to address issues related to the Short Term Vacation Rental.
 - c. Be authorized to receive service of any legal notice on behalf of the owner for violations of this section;
 - d. Be able to produce copies of the executed rental or lease agreement for current transient occupants, as needed by local authorities; and
 - e. Otherwise monitor the Short Term Vacation Rental unit at least once weekly to assure continued compliance with the requirements of this section.
- (5) A property owner may change his or her designation of a Short Term Vacation Rental Responsible Party temporarily or permanently. However, there shall be only one (1) Short Term Vacation Rental Responsible Party for each Short Term Vacation Rental at any given time. To change the designated Short Term Vacation Rental Responsible Party, the property owner shall notify the City of Jacksonville Beach in writing on a form provided by the City for that purpose before any change in the designated Short Term Vacation Rental Responsible Party.

(h) Short Term Vacation Rental Lease Agreement minimum provisions. The rental or lease agreement must contain the following minimum information:

- (1) Maximum occupancy of the Short Term Vacation Rental unit as permitted on the Short Term Vacation Rental Registration Certificate;
- (2) The total number of vehicles allowed for the Short Term Vacation Rental unit not to exceed the number of off-street parking spaces available as designated on the Short Term Vacation Rental Registration Certificate; and
- (3) A statement that all transient occupants must evacuate from the Short Term Vacation Rental upon posting of any evacuation order issued by local, state, or federal authorities.
- (4) An executed copy of each lease agreement shall be maintained by the designated Responsible Party and made available for review by City fire, police, building or code enforcement officials upon request.
- (5) A statement stating that “it is unlawful for a sexual offender or sexual predator to occupy this residence in violation of section 775.215, Florida Statutes precluding such residency within 1,000 feet of any school, child care facility, park, or playground.”

(i) Required Short Term Vacation Rental Postings:

- (1) On the back of or next to the main entrance door or on the refrigerator there shall be provided as a single page document the following information:
 - a. The name, address, and phone number of the Short Term Vacation Rental Responsible Party;
 - b. The maximum occupancy of the unit;
 - c. Notice that quiet hours are to be observed between 10:00 p.m. and 7:00 a.m. daily or in compliance with any and all City regulations;
 - d. The maximum number of vehicles that can be parked at the unit along with the location of the off-street parking spaces;
 - e. The days of solid waste pick-up and recycling;
 - f. Notice of sea turtle nesting season restrictions and sea turtle lighting usage as applicable;
 - g. The emergency numbers for local police and fire; and
 - h. The location of the nearest hospital.

(j) Offenses and Violations.

(1) Non-compliance with any provision of this section or its subsections shall constitute a violation of the City of Jacksonville Beach Code of Ordinances.

(2) Separate Violations. Each day a violation exists shall constitute a separate and distinct violation, except that occupancy violations shall be governed by subsection 34-411(l).

(k) Remedies/enforcement. Violations of this section 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 vital that a Short Term Vacation Rental Responsible Party is responsive and responsible in the management of the property for compliance with this section. Code enforcement activities will be in accordance with Florida Statutes Chapter 162 and the City of Jacksonville Beach Code of Ordinances.

(1) Warnings. Warnings shall be issued for first time violations and a reasonable time to correct the violation will be given. Such warnings may include notice to other agencies for follow up by such agencies, such as the Department of Business and Professional Regulation, the Department of Revenue, the Duval County Tax Collector, and the Duval County Property Appraiser, as applicable. Non-compliance with a correction compliance period shall result in the issuance of notice of violation.

(2) Fines. Fines per violation shall be as provided in Section 162.09, Florida Statutes, as may be amended, for per day, repeat, and irreparable or irreversible in nature violations.

(3) Enforcement Proceedings. Prosecution of code violations shall utilize Part 1 of Florida Statutes Chapter 162. The City Code Enforcement Special Magistrate shall be authorized to hold hearings, assess fines, and order other relief as provided in City of Jacksonville Beach Code of Ordinances, Chapter 2, Article VI.

(4) Additional Remedies. Nothing contained herein shall prevent the City of Jacksonville Beach from seeking all other available remedies which may include, but is not limited to, injunctive relief, liens, and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

(l) Vesting. Existing, legally-established short term vacation rentals as defined in 34-411(a) as of January 1, 2019 may become vested in the ways described below, provided they are otherwise in compliance with all other requirements contained herein.

To qualify for vesting, an existing short term vacation rental shall have until January 30, 2020 to make full and complete application for a Short Term Vacation Rental Registration Certificate and until April 30, 2020 to receive a Short Term Vacation Rental Registration Certificate in compliance with this Section of the Code of Ordinances of the City of Jacksonville Beach.

(1) Rental agreement vesting. It is recognized that there may exist rental or lease agreement(s) for short term vacation rentals upon the effective date of this ordinance which may not be in compliance with the terms of this Section. Rental agreements entered into prior to the effective date of this ordinance shall be considered vested. All

such fully executed rental agreements shall be attached to the initial application for Short Term Vacation Rental Registration Certificate. No special vesting process or fee shall be required to obtain this vesting benefit other than demonstrating eligibility through the Short Term Vacation Rental Registration Certificate application process and providing copies of such rental or lease agreement(s).

- (2) Temporary vesting of certain safety requirements. Some existing short term vacation rentals may not meet the minimum life safety requirements as required in the Florida Fire Prevention Code, Florida Building Code, and Section 509.215, Florida Statutes. Correcting these measures may take some time to secure a licensed contractor, obtain the necessary permits, and complete the work. All short term vacation rentals shall have six (6) months from the effective date of this ordinance, or April 30, 2020, whichever is later, to comply with the physical changes required. No special vesting process or fee shall be required to obtain this vesting benefit other than demonstrating eligibility through the Short Term Vacation Rental Registration Certificate application process.
- (3) All vesting determinations and appeals.
 - a. All vesting determinations shall be made administratively by the Planning and Development Director.
 - b. An applicant may appeal an administrative determination by filing a petition with the City Manager within ten (10) business days of such determination.
 - c. The City Manager shall address the appeal within thirty (30) calendar days of receipt of a petition and consider only the Short Term Vacation Rental Application, the documents provided in support of vesting, the written petition of the applicant, and determination of staff.
 - d. The City Manager shall reverse the decision of the Planning and Development Director only if there is substantial competent evidence to support reversal.
 - e. The decision of the City Manager shall constitute final administrative action.
- (4) A vested use shall not transfer to a subsequent owner. A vested use is not transferrable to another short term vacation rental. Subsequent owners must make application and comply with the requirements of this Section.
- (5) If a vested use ceases for a period of six (6) months, then the vesting shall be considered to have lapsed and the short term vacation rental will be subject to all Short Term Vacation Rental Requirements as if a new application.

SECTION 4. Amending Section 34-336. – Residential, single-family: RS-1, subsection (b)
Permitted uses to read as follows:

...
(3) Short term vacation rentals.
...

SECTION 5. Amending Section 34-337. – Residential, single-family: RS-2, subsection (b)
Permitted uses to read as follows:

...
(3) Short term vacation rentals.
...

SECTION 6. Amending Section 34-338. – Residential, single-family: RS-3, subsection (b)
Permitted uses to read as follows:

...
(5) Short term vacation rentals.
...

SECTION 7. Amending Section 34-339. – Residential, multiple-family: RM-1, subsection (b)
Permitted uses to read as follows:

...
(7) Short term vacation rentals.
...

SECTION 8. Amending Section 34-340. – Residential, multiple-family: RM-2, subsection (b)
Permitted uses to read as follows:

...
(7) Short term vacation rentals.
...

SECTION 9. Amending Section 34-341. – Commercial professional office: CPO, subsection (b)
Permitted uses to read as follows:

...
(10) Short term vacation rentals.
...

SECTION 10. Amending Section 34-342. – Commercial limited: C-1, subsection (b) *Permitted uses* to read as follows:

...
(27) Short term vacation rentals.
...

SECTION 11. Amending Section 34-343. – Commercial general: C-2, subsection (b) *Permitted uses* to read as follows:

...
(33) Short term vacation rentals.
...

SECTION 12. Amending Section 34-345. – Central business district: CBD, subsection (b)
Permitted uses to read as follows:

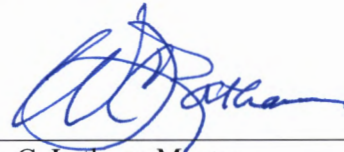
...
(26) Short term vacation rentals.
...

SECTION 13. SEVERABILITY. It is hereby declared to be the intention of the City Council for the City of Jacksonville Beach that the sections, paragraphs, sentences, clauses, and phrases of this Code are severable. If any phrase, clause, sentence, paragraph or section of this Code shall be declared to be unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Code.

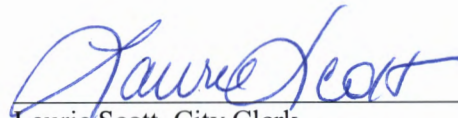
SECTION 14. CONFLICTING ORDINANCES. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent of conflict or inconsistency herewith.

SECTION 15. EFFECTIVE DATE. This ordinance shall take effect on November 1, 2019 in accordance with applicable law.

AUTHENTICATED THIS 20th DAY OF September, A.D., 2019.



William C. Latham, Mayor



Laurie Scott, City Clerk