

ORDINANCE NO. 23-051

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 22, ARTICLE X, "SHORT TERM AND VACATION RENTAL REGULATIONS"**; AMENDING SECTION 22-503 – "DEFINITIONS" TO DEFINE RESPONSIBLE PERSON; REMOVING SECTION 22-508 – "EXEMPTIONS FOR PRE-EXISTING RENTAL AGREEMENTS"; AMENDING SECTION 22-509 – "MANAGEMENT COMPANY OR RESPONSIBLE PERSON" TO CLARIFY REQUIREMENTS; AMENDING SECTION 22-510(2) – "APPLICATION FOR RENTAL UNIT REGISTRATION" TO NO LONGER REQUIRE THE EMERGENCY CONTACT BE LOCAL; AMENDING SECTION 22-511 – "RENTAL UNIT ADVERTISING REQUIREMENT" TO REQUIRE THE CITY RENTAL UNIT REGISTRATION NUMBER IN ALL ADVERTISEMENTS; AMENDING SECTION 22-513 – "DURATION OF RENTAL UNIT REGISTRATION FOR REGISTRATIONS" TO EXPIRE ANNUALLY ON THE DATE OF INITIAL REGISTRATION; AMENDING SECTION 22-514(a) – "RENEWAL OF RENTAL UNIT REGISTRATION" TO REQUIRE REGISTRATION ANNUALLY ON THE ANNIVERSARY DATE OF INITIAL REGISTRATION; AMENDING SECTION 22-515(a) – "DENIAL AND REVOCATION OF RENTAL UNIT REGISTRATION" TO PROVIDE APPLICABILITY LANGUAGE; AMENDING SECTION 22-521(d) – "ENFORCEMENT OF RENTAL UNITS" TO REQUIRE NOTIFICATION TO THE CITY CLERK'S OFFICE OF ENFORCEMENT ACTIVITIES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission discussed the short term and vacation rental registration program at the June 12, 2023 City Commission Conference Agenda; and

WHEREAS, as part of the change to the initial registration and renewal fees, other modifications to the code were deemed necessary and prudent.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 22, Article X, Division 1, Sec. 22-503 is hereby amended so the same shall read as follows:

Sec. 22-503. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advertising means any form of communication for marketing that is used to encourage, persuade or manipulate viewers, readers or listeners into contracting for goods and/or services as may be viewed through various media, including, but not limited to, newspapers, magazines, flyers, handbills, television commercials, radio, signage, direct mail, websites, emails, or text messages.

Commercial event is defined as an event with the purpose of making money or where a venue is hired for a commercial function where attendees are charged entry, which may include, but is not limited to, events such as parties, entertainment events, and attractions.

Good neighbor brochure means a document prepared by the city that summarizes the general rules of conduct, consideration, and other information including provisions of the Code of Ordinances, pertaining to the use and occupancy of a dwelling unit used or occupied as a short-term rental or vacation rental.

Maximum occupancy shall be calculated as one person for every 200 square feet, under air-conditioned space, of the rental unit if the building is being rented out in its entirety. If only a room (or rooms) is being rented, or the rental unit is also being concurrently occupied by the owner (or other), then the maximum occupancy shall be calculated as one person for every 150 gross square feet of the room (or rooms) being rented. For the purpose of this definition, a person shall mean any individual over the age of five years.

Noise means any sound that annoys or disturbs humans or causes or tends to cause an adverse psychological or physiological effect on humans or that would unreasonably interfere with the enjoyment of life or property. See Fort Pierce Code of Ordinances, chapter 26, article II, Noise.

Owner means a person who is the owner of record of real property as documented by deed or other document evidencing ownership recorded at the St. Lucie County Property Appraiser and the Clerk of Court.

Rental unit(s) means any unit in a condominium, apartment, or cooperative, or any individually or collectively owned single-family, two-, three-, and four-family, or multi-family residence or dwelling unit. For purposes of this article, the term "rental unit(s)" is synonymous with the term "vacation rentals" and "short-term rentals" and is subject to all requirements imposed on vacation rentals or short-term rentals.

Repeat violation refers to a violation of a provision of a code or ordinance by a person who has been previously found through the special magistrate or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

Residency shall mean a person's true, fixed location of bona fide domicile. It is the place a person intends to remain and return to when one leaves without intending to establish domicile elsewhere. Residency for the purpose of this article may only be demonstrated by the address listed on a Florida state-issued driver's license or a Florida state-issued identification card.

Responsible Person shall mean an owner, management company, or individual identified by the property owner as the person responsible to receive any complaints about the unit and to respond in the manner required by this Article.

Short-term rental refers to rental units being rented for greater than one month but less than six months.

Vacation rental shall mean any unit in a condominium or cooperative or any individually or collectively owned single-family, two-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.

Vehicle means any vehicle or conveyance which is designed to travel along the ground or water. The term "vehicle" includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, trailers, go-carts, golf carts, motor homes, boats, watercraft and recreational vehicles.

Violation means any violation of any provision of the Code, or any provision of local, state, or federal law or regulation for which the city has enforcement responsibility and/or authority. All definitions contained in the city's Code of Ordinances shall apply to this article; however, in the event of any conflict, the more stringent shall prevail.

Violator means the person or entity, natural or otherwise, in violation of those portions of the city's Code of Ordinances which are within the jurisdiction of the special magistrate. The term "violator" shall include each of the following: the owner of the property where the violation exists; the person in immediate control of the property where the violation exists, such as tenant or current resident; the person or entity that manages the property where the violation exists, such as a property management company or landlord, if separate from the owner; or manager or person in charge of the property where the violation exists. Multiple violators may be cited for a single violation. Any violation that is enforced against a violator as set forth in this section does not preclude the enforcement of the same violation against other violators.

SECTION 2. Chapter 22, Article X, Division 2, Sec. 22-508 is hereby amended so the same shall read as follows:

~~Sec. 22-508. Exemption for pre-existing rental agreements. Reserved.~~

- ~~(a) Notwithstanding any other provision of this article, rental agreements with prospective occupants for rental units that were pre-existing as of December 31, 2022, (hereinafter "pre-existing agreements") are exempt from the occupancy provisions of this chapter for maximum occupancy limits. Any pre-existing agreements for occupancy through 2022, shall be disclosed to the city by October 1, 2021. All advertising must be compliant for occupancy limits no later than October 1, 2021.~~
- ~~(b) If a rental unit is cited for a violation of this article, (that would not be a violation if it were not for this section), when the rental unit is occupied under the terms of a pre-existing agreement, the rental owner may defend such violation based on the fact that the rental unit was exempt from this section due to it being occupied pursuant to a pre-existing agreement. Such defense shall be determined based upon the following information, and upon any additional information supplied by the rental unit owner or otherwise determined by the fact finder:
 - ~~(1) Copy of deposit or payment information evidencing that the agreement was a pre-existing agreement.~~
 - ~~(2) Copy of e-mail or other communication evidencing a binding pre-existing agreement.~~
 - ~~(3) Information from the occupant confirming that there was a binding agreement in a time frame to make the agreement a pre-existing agreement under this section.~~~~
- ~~(c) If it is reasonably determined by the city staff, and confirmed by the city's special magistrate, that any information supplied to the city in support of an application for exemption, or in support of a defense based upon pre-existing agreement, was intentionally false or fraudulent, the person supplying the false or fraudulent information shall be subject to the penalties contained in this article.~~

SECTION 3. Chapter 22, Article X, Division 2, Sec. 22-509 is hereby amended so the same shall read as follows:

Sec. 22-509. Management company or responsible person.

(a) An owner of a rental unit ~~may~~ shall designate a management company or responsible person to manage the unit on his/her behalf. The owner may serve as the responsible person.

~~(b) The responsible person shall officially reside in a dwelling unit located within St. Lucie County. Proof of residency shall be demonstrated to the city clerk's office in the form of a Florida driver's license or Florida identification card only.~~

~~(c)~~ ~~(b)~~ The city will provide a form for such purpose which must be completed and submitted to the city. The designation of management company or responsible person does not relieve the owner of the responsibility to comply with all state and local statutes and ordinances.

~~(d)~~ ~~(c)~~ Upon a change of ownership or a transfer of management company or responsible person of a rental unit, the owner shall notify the city of the new owner, manager, and/or responsible person within ten business days of such change. A vacation rental or short-term rental owner may change this authorization by submitting a new, properly executed authorization form. The new owner, management company, or responsible person shall comply with all procedural requirements of the Code of Ordinances and the conditions of the registration for the rental unit being transferred.

~~(e)~~ ~~(d)~~ The management company or responsible person shall respond to any and all calls within one hour. The failure of a management company or responsible person to respond within one hour, three times within a 12-month period shall result in the revocation of the entity's ability to manage the rental unit on behalf of the property owner for a period of 12 months from the time that their management abilities are rescinded.

SECTION 4. Chapter 22, Article X, Division 2, Sec. 22-510(2) is hereby amended so the same shall read as follows:

Sec. 22-510. Application for rental unit registration.

- (2) Property management or responsible person.
 - a. Name.
 - b. Address.
 - c. Mailing address (if different).
 - d. Telephone number.
 - e. ~~Local e~~Emergency and contact phone with 24-hour availability for receiving notice of violations.
 - f. E-mail address.

SECTION 5. Chapter 22, Article X, Division 2, Sec. 22-511 is hereby amended so the same shall read as follows:

Sec. 22-511. Rental unit advertising requirement.

All advertising for rental units shall indicate the city rental unit ~~business tax receipt number~~ registration number, the maximum occupancy limit of the rental unit, and the maximum parking available on the property as specified on the rental unit registration on file with the city clerk. The advertisement shall also include a link to the good neighbor brochure provided by the City of Fort Pierce.

Advertisements that do not contain this information or that contain inaccurate information shall be deemed a violation of this article and subject to the penalties contained in this article.

SECTION 6. Chapter 22, Article X, Division 2, Sec. 22-513 is hereby amended so the same shall read as follows:

Sec. 22-513. Duration of rental unit registration.

Rental unit registrations shall expire annually ~~from~~ on the date of initial registration.

SECTION 7. Chapter 22, Article X, Division 2, Sec. 22-514(a) is hereby amended so the same shall read as follows:

Sec. 22-514. Renewal of rental unit registration.

- (a) Rental unit registrations must be renewed annually on the anniversary date of initial registration. ~~prior to the expiration date of September 30.~~

SECTION 8. Chapter 22, Article X, Division 2, Sec. 22-515(a) is hereby amended so the same shall read as follows:

Sec. 22-515. Denial and revocation of rental unit registration.

- (a) The city clerk may revoke or deny the issuance of a rental unit registration if it is determined that an applicant:
- (1) Has obtained the registration by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required registration application;
 - (2) Has failed to satisfy the standards and requirements contained in this article;
 - (3) Has failed to obtain required approvals from the state or obtain a city business tax receipt, if applicable; or
 - (4) Has received three orders of violation as determined by the special magistrate within the same fiscal year.

SECTION 9. Chapter 22, Article X, Division 3, Sec. 22-521(d) is hereby amended so the same shall read as follows:

Sec. 22-521. Enforcement of rental units.

- (d) ~~Copies~~ Notification of all enforcement activities shall be provided to the city clerk's office.

SECTION 10. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 11. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 12. This Ordinance shall take effect immediately upon passage.

APPROVED AS TO
FORM AND CORRECTNESS:

Sara K. Hedges, Esq.
Interim City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-051 was duly advertised by title only in the St. Lucie News Tribune on August 25, 2023; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on September 5, 2023; and was duly introduced, read by title only, and passed on second and final reading on September 18, 2023, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal
of the City of Fort Pierce, Florida, this 18th day of September, 2023.

Linda Hudson, Mayor

ATTEST:

Linda W. Cox
City Clerk

(SEAL)