

41 **WHEREAS**, the Wellington Council, as the governing body, pursuant to the
42 authority vested in it by Chapters 163 and 166 of the Florida Statutes, is authorized and
43 empowered to consider changes to its Land Development Regulations (LDR); and
44

45 **WHEREAS**, the Planning, Zoning and Adjustment Board, as the Local Planning
46 Agency, after notice and public hearing held on September 28, 2023, recommended
47 approval of the Zoning Text Amendment with changes with a 5-1 vote (Herman
48 dissenting); and
49

50 **WHEREAS**, the Council has taken the recommendations of the Planning, Zoning
51 and Adjustment Board, Wellington staff, and the comments from the public into
52 consideration in adopting the amendments to the LDR that are the subject of this
53 ordinance.
54

55 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF WELLINGTON,**
56 **FLORIDA, THAT:**
57

58 **SECTION 1:** Table 6.2-1: Use Regulations Schedule of the LDR is hereby
59 amended as set forth in Exhibit A attached hereto [~~strike-through~~ formatted text is to be
60 deleted; underline formatted text is to be added].
61

62 **SECTION 2:** Sec.6.2.2. titled “Supplementary Standards for Principal Uses”,
63 subsection A.5 “Vacation Rentals” is hereby amended as follows [~~strike-through~~ formatted
64 text is to be deleted; underline formatted text is to be added]:
65

66 5. Vacation Rentals:
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- 68 a. As used in this section, the following definitions apply:
69
- 70 i. Third-Party Platform Entity means any person, service, business,
71 company, marketplace, or other entity that, for a fee or other
72 consideration, provides property owners and responsible parties a
73 platform or means to offer vacation rentals to Guests~~transient~~
74 ~~occupants~~, whether through the internet or other means.
75
 - 76 ii. Responsible Party means the owner of the property and any person or
77 entity authorized by the property owner to host, co-host, manage,
78 operate, or to obtain all necessary licensing for a vacation rental and
79 who will be responsible for ensuring compliance with all regulations
80 related to vacation rentals. ~~Further, the Responsible Party must be~~

81 available to respond 24 hours per day, seven (7) days per week to any
82 issue that arises related to the vacation rental.
83

84 iii. Guest means any patron, customer, tenant, lodger, boarder, or
85 occupant of a transient public lodging establishment, as defined in
86 Chapter 509, Florida Statutes. Transient Occupant means any person
87 who rents or occupies any dwelling unit or part thereof for less than 30
88 days or one calendar month, whichever is less, and any guest or
89 invitee of such person.
90

91 iv. Vacation Rental, also called a short-term rental, means any dwelling
92 unit or residence, including, but not limited to, any single family or any
93 unit or group of units in a condominium, cooperative, or apartment
94 building, that is rented in whole or in part, to Guest transient occupant,
95 which is advertised or held out to the public as a place that may be
96 rented to guests Guest transient occupant, but shall not include a
97 hotel, motel, or bed and breakfast as defined or referenced in the LDR,
98 more than three (3) times in a calendar year for periods of less than
99 30 days or (1) calendar month, whichever is less. For the purpose of
100 this section, Vacation Rental is synonymous with the term short-term
101 residential rental.
102

103 b. Vacation Rentals property owners, co-hosts, managers, agents, and
104 assigns, shall comply with all requirements of the Code of Ordinances (CO)
105 and the LDR pertaining to the applicable zoning district, along with the
106 following general standards for operation of a Vacation Rental:
107

108 i. The Responsible Party shall be available to respond 24 hours per day,
109 seven (7) days per week to any issue that arises related to the vacation
110 rental maintain a register with the names and dates of stay of all guests,
111 including but not limited to, all Transient Occupants and their invitees.
112

113 ii. Maximum occupancy for Vacation Rentals shall be limited to two (2)
114 persons per bedroom, excluding children under the age of three (3),
115 for overnight use. At all other times, the maximum occupancy for
116 vacation rentals shall not exceed the maximum overnight occupancy
117 of the rental, plus four (4), excluding children under the age of three
118 (3). For the purpose of this section “overnight” means 11:00 p.m. until
119 6:00 a.m. the following day.
120

- 121 iii. Overnight parking for Vacation Rentals shall be limited to, not including
122 vehicles fully parked in garages, one (1) vehicle per bedroom, with a
123 maximum of four (4) vehicles. Vacation Rentals with more than four
124 (4) bedrooms and on a parcel that is one (1) acre in size or greater
125 may park one (1) additional vehicle for each bedroom greater than four
126 (4). Notwithstanding the maximums above, the maximum overnight
127 parking is further limited to the number of vehicles that can be properly
128 parked on a driveway, parking apron, or designated hard surfaced
129 parking area. Vehicle parking which is not in a garage, on a
130 driveway/parking apron, or in a designated parking area is prohibited.
131 At all times, all automobiles shall be parked in an approved off-street
132 parking space or driveway on the property. The parking of automobiles
133 on a swale, lawn, landscape area, within the public right-of-way, or
134 sidewalk is prohibited.
135
136 iv. The Responsible Party for all Vacation Rental properties is required to
137 conduct a nationwide search to confirm that the prospective Guest(s)
138 ~~Transient Occupant(s)~~ is/are not a registered sexual offender or sexual
139 predator as a result of a conviction of a sexual offense. If the Third-
140 Party Platform Entity used by the Responsible Party conducts the
141 search, the Responsible Party may rely upon that search to satisfy this
142 requirement. The Department of Justice offers a free search for all
143 states on the National Sex Offender Public Website. Further, if a
144 Vacation Rental property is located within 2,500 feet of a school, child
145 care facility, school bus stop, or park, or playground, it is a violation of
146 Wellington's CO to allow any person to establish a temporary,
147 permanent, or transient residence with knowledge that such person is
148 a registered sexual offender or registered sexual predator in any
149 jurisdiction. If requested by Wellington, the Responsible Party shall
150 provide proof of search(es). At booking, guests must be informed, in
151 the listing, that all adult Guests must register with the Third-Party
152 Platform Entity for the purpose of allowing said entities to do
153 background checks and screenings. If the Responsible Party books
154 direct, they must perform a background check of all adult Guests to
155 ensure that the Guests do not have a felony criminal record and do not
156 appear on the Megan's Law list, as maintained by the Florida
157 Department of Law Enforcement. If the Third-Party Platform Entity
158 does not register all adult Guests, said registration will be incumbent
159 on the Responsible Party. Within 24 hours of check-in, the
160 Responsible Party must visit the property and check that all of the IDs

161 of adult Guests staying at the property match the Guest record of the
162 booking.

163
164 v. The Responsible Party and all ~~Guests Transient Occupants~~ shall abide
165 by all applicable state and local public nuisance regulations, including
166 but not limited to, regulations that prohibit any place or premise from
167 being used as the site for the unlawful sale or delivery of controlled
168 substances, prostitution, human trafficking, youth and street gang
169 activity, gambling, illegal sale or consumption of alcoholic beverages,
170 or lewd or lascivious behavior ~~that adversely affects the public health,~~
171 ~~safety, and welfare.~~

172
173 vi. If the Responsible Party permits ~~Guests Transient Occupants~~ to have
174 pets at the Vacation Rental, such pets shall, at all times, be secured
175 within the property lines or on a leash, but shall not be tethered.
176 Continual nuisance barking by pets is prohibited.

177
178 vii. All swimming pools on-site must have in place at least one (1) pool
179 safety feature listed in section 515.27, Florida Statutes, ~~prior to the use~~
180 ~~of the property as a Vacation Rental.~~

181
182 viii. The Responsible Party ~~and all Transient Occupants~~ must comply with
183 all applicable local, state, and federal regulations, including but not
184 limited to, applicable laws pertaining to anti-discrimination, disability,
185 and fair housing.

186
187 ix. To provide a safety benefit for the neighborhood, and maximize
188 compliance with rules and standards by the Guests, the owner of the
189 Vacation Rental shall post a notice, as provided by the Village of
190 Wellington, of Wellington's applicable ordinances in a location on the
191 property that is clearly visible to the Guests.

192
193 x. The Vacation Rental shall be rented as a whole unit to a Guest,
194 however, Transient Occupant or Transient Occupant party. In no event
195 may individual sleeping rooms may be offered for rent if the unit is the
196 primary residence of the Property Owner and the Property Owner is
197 on-site, nor may the unit be offered for rent to multiple Transient
198 Occupant parties.

199

- 200 xi. The Responsible Party shall provide Wellington with valid, up-to-date
201 contact information for both the Property Owner and any and all co-
202 hosts, property managers, or anyone who has been granted
203 operational authority over the property.
204
- 205 xii. The Responsible Party shall take proper training, and receive
206 certification in Human Trafficking prevention. The Responsible Party
207 should be able to show proof of certification upon request.
208
- 209 xiii. The Responsible Party agrees to maintain non-invasive monitoring
210 systems for ambient noise, or the presence of an abnormally high
211 number of wi-fi capable devices, both inside, and outdoors, that can
212 immediately notify them, by email, SMS, or other means, that there are
213 issues at the property that require their immediate attention.
214
- 215 c. No property owner, Responsible Party, or Third-Party Platform Entity shall
216 offer a Vacation Rental, or allow any person to rent or occupy any property
217 as a Vacation Rental, ~~in whole or in part~~, without first obtaining a Special
218 Use Permit from Wellington and then a Business Tax Receipt (BTR) from
219 Wellington and Palm Beach County. A Special Use Permit shall be required
220 for each unit subject to the requirements of the Vacation Rental
221 supplemental regulations. The Special Use Permit is not transferable. A
222 Special Use Permit application for a Vacation Rental shall be required for
223 all existing and future Vacation Rentals. The Special Use Permit is not
224 required to be renewed. The property owner and Responsible Party shall
225 both be listed on the Special Use Permit and BTR application. All
226 documentation required by the Florida Department of Business and
227 Professional Regulation shall be provided with the Special Use Permit and
228 BTR application. Additionally, the applicant must submit the Vacation
229 Rental Affidavit for the Special Use Permit, which shall contain:
230
- 231 i. Address of the Vacation Rental;
232
- 233 ii. Name, address, phone number and email of the property owner;
234
- 235 iii. Name, address, phone number and email of the Responsible Party;
236
- 237 iv. Name and contact information for ~~the~~ all Third-Party Platform Entity or
238 Entities on which the Vacation Rental is, or will be, listed;
239

- 240 v. Statement that the Responsible Party is, or will be, remitting all
241 applicable County business tax and tourist taxes as required by the
242 County and State. If the Third-Party Platform Entity will be remitting all
243 such taxes associated with the Vacation Rental on behalf of the
244 Responsible Party, then the applicant must disclose this as part of the
245 affidavit;
246
- 247 vi. Statement that the Responsible Party ~~has the permission~~ is the
248 designated agent of the property owner and has authority to offer the
249 property as a Vacation Rental and ~~act as the Responsible Person~~
250 consents to Responsible Party accepting civil citations on behalf of the
251 property owner;
252
- 253 vii. Statement of the Number of rooms and occupancy of the dwelling
254 unit that will be used for a Vacation Rental;
255
- 256 viii. Statement acknowledging that the Vacation Rental must be licensed
257 with:
258
- 259 1. The Department of Business and Professional Regulation (DBPR),
260 and registered with the Florida Department of Revenue, or
261 successor agency, for the purposes of collecting and remitting
262 applicable state taxes and ~~that all such state taxes have been, or~~
263 ~~will be~~ are paid in full. If taxes are not filed by a Third-Party Platform
264 Entity, in bulk, or individually, for the Responsible Party, said party
265 must pay, and maintain records for tax payments and make them
266 available for inspection, if requested;
267
- 268 2. The Palm Beach County Tax Assessor's Office and licensed with
269 Palm Beach County Business Tax Receipt (BTR) and a Tourism
270 Development Tax (TDT) account, and that all such licensure and
271 taxes are paid in full.
272
- 273 ix. Statement acknowledging that the property is, and will at all times
274 during which it is used as a Vacation Rental, be in compliance with the
275 Vacation Rental standards set forth in this section, along with all other
276 applicable CO and LDR regulations, such as noise, vehicle parking,
277 and garbage;
278

- 279 x. Acknowledge and provide a copy of the consent from any governing
280 homeowners association, condominium association, or property
281 owners association with the BTR application;
282
- 283 xi. Statement acknowledging the Responsible Party will comply at all
284 times with the sexual offender/predator regulations for Vacation
285 Rentals; and
286
- 287 xii. Statement that all safety measures and features for swimming pools
288 are, and will be at all times, maintained in compliance with the Vacation
289 Rental regulations;
290
- 291 d. The property owner, Responsible Party and Third-Party Platform Entity
292 information shall be maintained regularly. When there are changes,
293 notification must be submitted to Wellington's Planning Department and
294 Business Tax Official within 15 calendar days of the changes. All
295 documentation must be readily available for inspection by Wellington at any
296 time. A new Special Use Permit shall be required for any change in
297 ownership.
298
- 299 e. Penalties, Suspension, and Appeals:
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- 301 i. Offenses/violations:
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- 303 a) Non-compliance with any provision of the
304 supplemental Standards for Vacation Rentals shall
305 constitute a violation of this Article by the property
306 owner and may be enforced as provided by law.
307
- 308 b) Upon a finding of a violation of the Supplemental
309 Standards for a Vacation Rental, each day a violation
310 exists shall constitute a separate and distinct violation,
311 except that violations regarding maximum occupancy
312 shall constitute a single violation for a rental period.
313
- 314 f. A violation of any provision of the Supplemental Standards for a
315 Vacation Rental shall constitute a Class III civil infraction by the
316 property owner. Violations may be enforced by a Code Compliance
317 Officer or a Law Enforcement Officer in accordance with Chapter 2
318 of Wellington's Code of Ordinances and LDR. Further, Wellington

319 finds that violations of this Article present a serious threat to the
320 public health, safety and welfare of its residents or are irreparable
321 and irreversible. Accordingly, a Code Enforcement Officer or Law
322 Enforcement Officer is authorized to issue a citation pursuant to this
323 section without issuing a written warning/notice, as provided in
324 Section 2-45 of the Wellington Code of Ordinances. Service by
325 certified mail to the property owner shall constitute valid service of a
326 civil citation pursuant to Wellington's Code of Ordinances Section 2-
327 45.

328
329 i. Suspension: In addition to the fines and other penalties
330 described herein, or provided by law, the Planning Director, or
331 designee, may suspend a Special Use Permit in accordance
332 with the following:

333
334 a) Upon a second violation within a 12-month
335 period – up to a period of thirty (30) calendar days.

336
337 b) Upon a third violation within a 12-month period
338 – up to a period of one hundred eighty (180) days.

339
340 c) Upon a fourth violation within a 12-month period
341 – up to a period of three hundred and sixty-five (365)
342 days.

343
344 d) A suspension shall begin immediately following
345 notice of suspension, commencing either at the end of
346 the current lease period or within thirty (30) calendar
347 days, whichever date commences earlier.

348
349 e) Operation during any period of suspension shall
350 be deemed a violation and shall be subject to a daily
351 fine, up to one hundred and twenty-five dollars (\$125)
352 or to the maximum amount as otherwise provided by
353 the Florida Statutes for repeat violations, for each day
354 that the rental operates during a period of violation.

355
356 g. Revocation: The approval of a Special Use Permit may be revoked by the
357 Planning Director upon the fifth (5th) violation, as described in the above
358 sections, within a 12-month period. Revocation action may also be imposed

359 by Wellington for a single offense involving a felony or misdemeanor
360 charge, if the action occurred on the subject property, and resulted in injury
361 to a Guest or visitor to the property or involved underage drinking, drug, or
362 prostitution charge(s).

363
364 h. Appeals: All appeals of suspensions or revocations shall be made to the
365 Special Magistrate in accordance with Chapter 2, Article IV of the Code of
366 Ordinances.

367
368 **SECTION 3:** Should any section, paragraph, sentence, clause, or phrase of this
369 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington
370 Ordinance, Resolution, or Municipal Code provision, then in that event the provisions of
371 this Ordinance shall prevail to the extent of such conflict.

372
373 **SECTION 4:** Should any section, paragraph, sentence, clause, or phrase of this
374 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision
375 shall not affect the validity of this Ordinance as a whole or any portion or part thereof,
376 other than the part so declared to be invalid.

377
378 **SECTION 5:** This Ordinance shall become effective February 1, 2024, upon
379 adoption by the Wellington Council following second reading.

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PASSED this 7 day of November, 2023, upon first reading.

PASSED AND ADOPTED this _____ day of _____, 2024, on second and final reading.

WELLINGTON

FOR AGAINST

BY: _____	_____	_____
Anne Gerwig, Mayor		
_____	_____	_____
Michael J. Napoleone, Vice Mayor		
_____	_____	_____
John T. McGovern, Councilman		
_____	_____	_____
Michael Drahos, Councilman		
_____	_____	_____
Tanya Siskind, Councilwoman		

ATTEST:

BY: _____
Chevelle D. Addie, MMC, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie Cohen, Village Attorney