

RESOLUTION NO. 2024- 17

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A NON-EXCLUSIVE LICENSE AGREEMENT AUTHORIZING RED BOAT TOURS, LLC TO USE THE VILANO FLOATING DOCK FOR COMMERCIAL WATER TAXI SERVICE AND/OR COMMERCIAL BOAT TOURS; AND RECOGNIZING AND APPROPRIATING \$1,600 IN UNANTICIPATED REVENUE AMENDING THE FISCAL YEAR 2024 GENERAL FUND BUDGET

RECITALS

WHEREAS, Red Boat Tours, LLC, a Florida limited liability company, has expressed an interest in non-exclusive use of the Vilano Floating Dock for commercial water taxi service and/or commercial boat tours; and

WHEREAS, Red Boat Tours, LLC has submitted a Non-Exclusive License Agreement (“License Agreement”), attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, the commercial water taxi service will transport guests between the Vilano Floating Dock and the St. Augustine Municipal Marina, reducing the need for downtown parking, and the commercial boat tours will allow residents and visitors to experience the natural beauty of our historic area while watching birds, dolphins, and manatees; and

WHEREAS, Red Boat Tours, LLC must only use the area on the floating dock designated for commercial use while loading and unloading passengers. The floating dock shall remain open to public access and at no time will access be restricted or obstructed; and

WHEREAS, the License Agreement will be effective for an initial term of one (1) year and may be automatically extended for five (5) additional terms of one (1) year each; and

WHEREAS, this is a revocable License Agreement and the County may terminate the Agreement with thirty (30) days written notice should a need be determined; and

WHEREAS, entering into said License Agreement will serve the interest and welfare of the residents and visitors of St. Johns County.

WHEREAS, St. Johns County, when preparing the Fiscal Year 2024 Budget, did not anticipate receiving this revenue from Red Boat Tours, LLC.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the License Agreement and authorizes the County Administrator, or designee, to execute said License Agreement.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.


Section 4. The Clerk of the Court of St. Johns County is instructed to record the original License Agreement in the Public Records of St. Johns County, Florida.

Section 5. The Board of County Commissioners hereby recognizes and appropriates \$1,600 in unanticipated revenue received from Adventure Boat Tours amending the Fiscal Year 2024 General Fund Budget.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of January, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

BY: _____


Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Rendition Date: JAN 18 2024


Deputy Clerk



EXHIBIT "A" TO RESOLUTION

Prepared By:
St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and **RED BOAT TOURS, LLC**, a Florida limited liability company (“Licensee”), whose mailing address is 212 Redonda Way, St. Augustine, Florida 32092.

WHEREAS, County is the owner of the Vilano Beach Fishing Pier and floating dock (“Premises”) located at 260 Vilano Road, St. Augustine, Florida 32084, and more specifically described/depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Licensee has requested this License Agreement authorizing access and use of the floating dock for the purpose of loading and unloading passengers utilizing a commercial water taxi service and/or commercial boat tours provided by Licensee; and

WHEREAS, in consideration of the respective agreements of the parties herein contained, the County does hereby grant to the Licensee, without warranty, a nonexclusive, personal and revocable license for the temporary use of the Premises for the purpose mentioned above.

1. The recitals set forth above are true and correct and are incorporated into and made part of this License Agreement by reference.
2. **Term.** To use the above-described Premises for an initial term of one (1) year, commencing on the date first above written.
3. **Option to Renew.** Upon expiration of the initial term, Licensee shall have the option to extend this Agreement for up to five (5) additional terms of one (1) year each, on the same terms and conditions as contained herein and subject to agreement by the County. Licensee shall automatically be deemed to have exercised its option as to each extension term provided that neither party notified the other in writing of intent not to accept such extension at least ninety (90) days prior to the end of the then current

termination date. While this Agreement may be renewed as stated, it is expressly noted that the County is under no obligation to renew this License Agreement.

4. **License Fee.** As a fee for use of the licensed Premises during the initial term, Licensee shall pay the County an annual fee payment of Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) payable in equal monthly installments of \$200.00 each. Fees for any partial month shall be prorated. Licensee shall pay the fee at the rate set forth following date of execution of the License Agreement. All fee payments together with applicable Florida state sales tax shall be paid in advance, on or before the first day of each month during the term hereof. Fee payments should be mailed to St. Johns County, Parks and Recreation Department, Attn: Business Manager, 2175 Mizell Road, St. Augustine, Florida 32080 (904-209-0333).
5. **Annual License Fee Escalation.** The license fee shall increase annually on each anniversary of commencement date by an amount equal to three percent (3%) of the then current license fee.
6. **Late Fee Assessment.** A penalty of two percent (2%) of the annual lease amount will be assessed for any late payment received thirty (30) days after the due date.
7. **Taxes and Assessments.** It is understood and agreed that all taxes and assessments which may become due and payable upon the Premises as a result of this Agreement, shall be the full responsibility of Licensee, and Licensee shall cause said taxes and assessments to be paid promptly within thirty (30) days of notice.
8. **Security Deposit.**
 - a. Upon execution of this Agreement, Lessee shall pay to the County a Security Deposit in the amount of \$2,400.00. Upon termination of this Agreement, but only after and upon the condition that Lessee has vacated the Premises in an undamaged condition (save ordinary wear and tear) and performed all of Lessee's responsibilities under this Agreement (including payment of all fees), the County shall refund to Lessee the total Security Deposit, less any amount necessary to pay for restoring the Premises or any other fees or amounts owed by Lessee.
 - b. Lessee may not use the Security Deposit as, nor deduct it from, the license fees for any monthly payment due. However, the County may elect at any time, at its option, to apply all or any portion of the Security Deposit to the license fee or other account arrearages, or for purposes of effecting repairs necessary due to damage to the County's property caused by Licensee (or its

invitees/employees/agents), in which event the Licensee shall immediately become obligated to tender the sum necessary to replace any of the Security Deposit funds applied to such arrearages, or used for such repairs and/or cleaning. Lessee is responsible for the full cost to repair any damages to the Premises in excess of the amount of the security deposit.

- c. The Licensee acknowledges and agrees that no interest shall be payable by the County on any Security Deposit held by the County, and that the County shall not be required to keep the Security Deposit separate from its general funds.
9. **Days/Hours of Use.** The Licensee is authorized access and use of the Premises described herein seven (7) days a week, including holidays, from 8:00 am until 10:00 pm, based on St. Johns County Park Ordinance, attached hereto as Exhibit B and incorporated herein. During Nights of Lights, Christmas Boat Regatta, New Year Eve's, week of July 4th, Halloween night, and the day before, day of, and the day after each full moon, the hours may be extended until 10:30 pm. Overnight docking or mooring of vessels is prohibited.
 10. **Signage.** St. Johns County shall install and maintain signage that clearly identifies and reserves 60 linear feet of the floating dock for public use. St. Johns County shall install and maintain signage designating the remaining area of the floating dock as reserved for commercial loading and unloading of passengers. Licensee is not authorized to display permanent signage on the Premises. Sandwich board signage may be allowed, subject to prior written approval by the Parks and Recreation Department.
 11. **Non-Exclusive Use/Public Access.** The Vilano Beach Fishing Pier and floating dock shall remain open to public access and at no time will access be restricted or obstructed. Licensee must only use the area on the floating dock designed for commercial use while loading and unloading of passengers. Licensee is strictly forbidden from relocating or moving any watercraft that may be docked in the area reserved for commercial use. Private watercraft docked in the area reserved for commercial use should be reported to the St. Johns County Sheriff's Office non-emergency line at 904-824-8304.
 12. **Safety Requirements.** Licensee must meet or exceed all federal, state and U.S. Coast Guard commercial vessel safety requirements and equipment.
 13. **Operation of Premises.**
 - a. This Agreement authorizes Licensee to use the floating dock at the Premises for the purpose of loading and unloading passengers as part of a commercial water taxi service and/or commercial boat tours provided by Licensee.

- b. Licensee acknowledges and expressly agrees that, notwithstanding any term, condition, or provision contained in this License Agreement, the County's use and operation of the Premises shall take priority over any use, activity or event authorized under this Agreement. Accordingly, from time to time, in the interest of public health, safety and welfare, the County may be required to restrict Licensee's access to the Premises. In such events, the County shall provide reasonable notice to Licensee of any necessary changes to the authorized days or hours of operation.
- c. Licensee shall not linger on the floating dock or hawk business from the Premises before or after loading. Upon disembarkation and loading of new passengers the water taxi and/or boat tour must pull away from the dock and continue its route. Should time spent on the dock be abused, a time limit shall be enforced.
- d. Licensee shall not describe or misrepresent in any manner or in any media that the water taxi service and/or boat tour is used for any other purpose other than transporting passengers as set forth in this Agreement.
- e. Licensee shall not commit or permit any waste or nuisance to be committed on the Vilano Beach Fishing Pier, floating dock, or other place on the Premises, and shall not allow any invitees, employees or agents to commit any act of waste or nuisance, indecorous conduct or any other act which might disturb the quiet and peaceful use of the Premises by others.

14. **Condition of Premises.**

- a. Licensee understands and agrees to accept use of the Premises in an "as-is" condition. Licensee shall restore the Premises to its original condition upon destruction or termination or expiration of this License, or any renewals, thereof.
- b. The County provides no security protection and assumes no responsibility whatsoever for the personal safety of the Licensee or its invitees, employees or agents, or for the safety of any vessels or their appurtenances. If the County elects to do so, it is understood such security is solely for the protection of the County's property.

15. **Utilities.** There is no access to water or electric utilities on the Premises. The County will maintain lighting on the dock.

16. **Maintenance and repairs.** Licensee shall place all trash, garbage and other debris in trash receptacles provided by the County and Licensee shall keep the Premises in a neat and clean condition.

The County shall maintain any exterior flood lights on the Premises and shall provide trash removal.

The County shall have no duty to perform any maintenance or make any repairs or improvements to the Premises to accommodate Licensee's use of the Premises. Upon written request by Licensee, the County, at their discretion, will review any repairs or damage to the Premises to determine if it is cost effective to make said repairs. The County is under no obligation to make repairs to the Premises if the County determines that it is not cost effective to do so. If the County should elect not to make repairs to the Premises due to cost or other circumstances, then the County has the authority to terminate this lease upon ninety (90) days written notice to Licensee. Prompt notification of any defects or hazards should be made to the St. Johns County Parks & Recreation Department at 904-209-0333. Defects, hazards or events constituting an emergency situation should be reported to the St. Johns County Parks & Recreation Department at 904-814-3275.

17. **Improvements.** Licensee shall make no improvements to the subject Premises, except routine maintenance, without the prior written permission of the County Administrator. Licensee shall make no improvements in any way which would make this License irrevocable. The Licensee specifically hereby waives any agreement or claim that this License is not irrevocable.
18. **Unlawful Activity.** The Licensee shall not be permitted to make or suffer any waste or unlawful, improper or offensive use of the Premises.
19. **Alcohol on County Premises.** Alcohol is only permitted in or on County premises with prior written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50.
20. **Permits, Licenses and Approvals.** Prior to its use of the Premises, the Licensee shall secure and maintain all applicable licenses, permits and approvals necessary to complete the work described herein. Proof of such licenses, permits and approvals shall be provided to the St. Johns County Real Estate Department, 500 San Sebastian View, St. Augustine, 32084 prior to the Licensee's use of the Premises.
21. **Inspection.** The County and its agents, servants, and employees shall have and hereby reserve their right and privilege, at all reasonable times during the terms of this License,

to enter said Premises, to examine and inspect same. The Licensee shall not cause or permit any use of the Premises for other than those uses specifically provided for in this License.

22. **Time is of the Essence.** Time is of the essence with respect to the Licensee's performance under this License. If Licensee provides services outside or beyond the dates and time periods described herein, such actions shall constitute a material breach of this License.

23. **Liability and Indemnification.**

- a. The Licensee, in consideration for the use of the premises does hereby release and discharge and further will indemnify and save harmless the County and its officers, agents, affiliates, subsidiaries, managers, directors and employees (Indemnified Parties) from any and all claims, losses, attorney's fees and costs for personal injuries or property damages during the existence of this License, arising in any manner by virtue of the use or occupancy of such premises by the Licensee, its invitees, employees, or agents. The Licensee does hereby further agree to indemnify and save harmless the Indemnified Parties from liability for damage, injury or death to any person or persons arising out of the use of said premises, or from the lack of keeping same in good repair and order, or from the negligent operation of same, or for any other cause for any nature whatsoever arising at any time including, but not limited to, theft, fire, acts of God, riots, strikes, collision, water levels, chaffing, sinking, dock maintenance or faulty repair occasioned by ordinary negligence or other causes.
- b. The indemnification provided above shall obligate the Licensee to defend at its own expense or to provide for such defense, at the option of the County, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the County which may result under this Agreement. In all events, the County shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in St. Johns County, Florida.
- c. This indemnification shall survive the termination or expiration of this Agreement for events that occurred during the term of the Agreement.
- d. The liability of the Indemnified Parties may only be established by way of an affirmative showing of gross negligence or willful misconduct. Indemnified Party liability, if so established by way of such showing, shall be strictly limited to direct costs and in no event shall Indemnified Parties be liable for any consequential damages whatsoever. Nothing herein shall be construed as a

waiver of the County's sovereign immunity nor as its consent to be sued by third parties. The County's liability is limited in an amount not to exceed the monetary limits on liability and attorney's fees and costs set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, are deemed to apply to this contractual agreement as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

24. Insurance.

- a. Prior to its use of the Premises, the Contractor shall secure and maintain for the duration of this Agreement comprehensive General Liability insurance, to include property damage and bodily injury with minimum policy coverage of \$1,000,000 per claim. As applicable, the Contractor shall further secure and maintain for the duration of this Agreement, Workers' Compensation Insurance, in an amount no less than is required by applicable Florida Law. The County shall be named as an additional insured on all comprehensive general coverage. Proof of such insurance shall be provided to the St. Johns County Real Estate Department, 500 San Sebastian View, St. Augustine, 32084 prior to the Contractor's use of the Property.
- b. Protection and Indemnity Insurance (including the crew and passengers including coverage under the Federal Jones Act): The limits for this type of operation are highly dependent on the number of passengers that will be carried on the vessel. The minimum limit is \$1,000,000 per claim. St Johns County should be named as an Additional Insured.
- c. Vessel Pollution Liability: Evidence of this coverage should be provided. The limits required should be equal to the P&I limits required. St Johns County should be named as an Additional Insured
- d. Hull and Machinery: the Hull & Machinery should be insured at the vessels market value.
- e. If Licensee fails to provide County with a valid certificate of insurance and endorsements, or binder at any time during the term of the Agreement, County and Licensee agree that this shall constitute a material breach of this Agreement. Whether or not a notice of default has or has not been sent to Licensee, said material breach shall permit County to take whatever steps necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to Licensee's invitees, employees and agents, from entering the Premises until such time as County is provided with adequate evidence of insurance required herein. Licensee further agrees to hold County

harmless for any damages resulting from such interruption of business and including, but not limited to, damages resulting from any loss of income or business resulting from the County's action.

- f. All insurance policies required by this Agreement shall give the County thirty (30) days' notice in the event of cancellation. In the event of cancellation, Licensee has ten (10) business days to provide adequate evidence of insurance or this Agreement may be cancelled.
- g. Insurance certificates should be forwarded to the St. Johns County Real Estate Department, 500 San Sebastian View, St. Augustine, 32084 or the County address provided in the NOTICES section below. The County expressly retains the right to require Licensee to increase or decrease insurance of any of the above insurance types or require additional types of insurance as circumstances warrant throughout the term of this Agreement. Any additional coverage, increase or decrease in insurance will be as deemed by County in its sole and absolute discretion to adequately protect the County. The County shall notify Licensee in writing of changes in the insurance requirements. If Licensee does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to Licensee, and the County shall be entitled to all legal remedies.
- h. The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement

25. **Hazards.** The Licensee hereby acknowledges and understands that, in the event that the Licensee's use of the Premises creates a public safety hazard as determined in the County's sole discretion, at the Licensee's sole cost and expense, the Licensee shall be required to take all necessary actions to remedy such hazard(s) as directed by the County.

26. **Reporting of Damage.** Any damage to County property or another's property located at the Premises caused by Licensee or Licensee's invitees, employees or agents must be reported by the Licensee to the County immediately. Licensee shall immediately, upon demand from the County and presentation to Licensee of a statement of damages, tender full payment to the County to cover the cost of such damages or losses.

27. **Effect of Damage or Destruction.** In the event of damage to or destruction of all or a portion of the Premises by fire, flood, hurricane, or any other cause or causes, the County shall have the option to: (a) treat this Agreement as continuing and repair or

restore the Premises to their condition before such damage or destruction within a reasonable time period; or (b) terminate this Agreement and all further obligations hereunder of either party by written notice to Licensee. After the occurrence of such damage or destruction, the Licensee's obligation to pay fees hereunder shall be abated in an amount which the County, in its sole and absolute discretion, shall determine to be proportionate to the area of the Premises rendered unfit for use by Lessee during the period of repair or restoration.

28. **Default.** If the Licensee shall fail to comply with or abide by any of the provisions or stipulations in this License on its part, and such default continues for thirty (30) days, the County may terminate this License and terminate the Licensee's use of said Premises after being notified by certified mail for Licensee's failure to comply with the terms of this License. In the event that Licensee's default creates an immediate threat to the public safety, health or welfare, the County may suspend Licensee's operations to reasonably abate such concern. Licensee further agrees to hold County harmless for any damages resulting from such interruption of business and including, but not limited to, damages resulting from any loss of income or business resulting from the County's action.
29. **Breach.** The waiver of County of any such breach hereof on the part of the Licensee, or any time or from time to time, shall not be deemed, held, or construed as a waiver of any subsequent breach, or imply any further indulgence.
30. **Termination.** Notwithstanding any other provision of this License, the Licensee hereby releases any rights it has in regards to coupling of this License with a possessory interest, thus hereby agreeing the County's authority to revoke this License on thirty (30) days written notice to the Licensee, for any reason whatsoever, without further liability between the parties except as expressly and specifically provided for in this License. The reasons for such cancellation may include, but are not limited to, increased public demand for use of the subject Premises. Licensee reserves the right to terminate this License by giving the County a thirty (30) day notice in writing.
31. **Notices.** All official notices shall be delivered by certified mail. Day-to-day communications and correspondence may be delivered via U.S. mail, electronic mail, fax, or other mutually accepted means.
 - a. All notices to the County shall be directed to: Ryan Kane, Parks and Recreation Director, 2175 Mizell Road St. Augustine FL 32080, 904-209-0333, rkane@sjcfl.us.

- b. All notices to the Licensee shall be directed to: Tony Palesotti, Red Boat Tours, 212 Redonda Way, St. Augustine, FL 32092, 904-436-3566, info@redboattours.com.

32. **Miscellaneous Provisions.**

- a. Neither the County nor the Contractor will assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.
- b. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
- c. This Agreement is governed by the laws of the State of Florida, and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida. Any trial shall be nonjury.
- d. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
- e. The obligations under this Agreement, which by their nature would continue beyond the expiration of the term of this Agreement, shall survive termination or expiration of this Agreement.
- f. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.
- g. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.
- h. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
- i. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

[Signature Page Below]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under Seal as of the day and year first above written.

RED BOAT TOURS, LLC

Witness: Joy Carroll
Print Name: Joy Carroll
Witness: [Signature]
Print Name: TREMIRO CLINE

By: [Signature]
Print Name: TONY PALESOTTI
Title: PRESIDENT

ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____

By: _____
Joy Andrews
County Administrator

Legal Review
By: _____
Assistant County Attorney

EXHIBIT A TO LICENSE AGREEMENT

Francis and Mary
Usina Bridge

Vilano Floating Dock



EXHIBIT B TO LICENSE AGREEMENT

ORDINANCE NO. 2005-114

AN ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, CREATING A PARKS ORDINANCE FOR ST. JOHNS COUNTY; PROVIDING A SHORT TITLE; PROVIDING FOR JURISDICTION; PROVIDING FOR AUTHORITY OF THE DIRECTOR OF PARKS AND RECREATION; PROVIDING DEFINITIONS; PROVIDING REGULATION OF VEHICLES WITHIN PARKS; PROVIDING FOR USE OF BICYCLE RACKS AND POSTING OF RULES IF NO BICYCLE RACKS; PROVIDING FOR BUILDINGS AND OTHER PROPERTY; PROVIDING FOR FIRE REGULATION; PROVIDING FOR PLANT AND WILDLIFE PROTECTION AND PRESERVATION; PROVIDING FOR SWIMMING AND WADING; PROVIDING FOR BOATING; PROVIDING FOR WATER SKIING; PROVIDING FOR FISHING; PROVIDING FOR PICNIC AREAS AND USE; PROVIDING FOR CAMPING; PROVIDING FOR HORSEBACK RIDING; PROVIDING FOR ANIMALS; PROVIDING FOR CONTROL OF NUISANCE ANIMALS; PROVIDING FOR ALCOHOLIC BEVERAGES REGULATION; PROVIDING FOR FIREARMS REGULATION; PROVIDING FOR FIREWORKS AND EXPLOSIVES REGULATION; PROVIDING FOR PARK USAGE; PROVIDING FOR COMMERCIAL ACTIVITIES; PROVIDING FOR RESERVED PARK/FACILITY AREAS; PROVIDING FOR DANGEROUS EQUIPMENT AND ACTIVITIES; PROVIDING FOR SPECIAL USE AREAS; PROVIDING FOR PERMITS; PROVIDING FOR NOISE SOUND AMPLIFICATION; PROVIDING FOR AIRCRAFT REGULATION; PROVIDING PROTECTION FROM POLLUTION OF WATERS; PROVIDING FOR REFUSE, TRASH AND LITTER; PROVIDING FOR PUBLIC UTILITIES; PROVIDING FOR PARK HOURS; PROVIDING GENERAL PARK REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR LIABILITIES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County, Florida a political subdivision of the State of Florida, (“County”), operates a large number of County Parks for the benefit of the public; and

WHEREAS, the County Recreation and Parks Advisory Board (“RAB”) has determined that the County could benefit by adopting rules and regulations that are applicable and enforceable to various County Parks; and

WHEREAS, the Board of County Commissioners of St. Johns County, Florida (“Board”) has embraced the determination of the County RAB, and approves the County adopting rules and regulations that will be applicable and enforceable at various County Parks.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Johns County, Florida (“Board”) as follows:

Section 1. Short Title. This Ordinance may be known and cited as the Parks Ordinance for St. Johns County, Florida.

Section 2. Jurisdiction. This Ordinance shall regulate all St. Johns County Parks; excepting that any areas regulated by the St. Johns County Beach Code shall instead be regulated where specifically different than this Ordinance by that Code; and any park having specific park regulations shall be governed also by those regulations, which shall have precedence when in conflict with this Ordinance.

Section 3. Authority of the Director of Parks and Recreation. Subject to the direction of the Board of County Commissioners or the County Administrator, all powers, duties and authorities relating to the operation of the County Parks and Recreation system for the Board of County Commissioners, are vested in the Director of Parks and Recreation unless specifically vested elsewhere by the provisions of this Ordinance. The Director shall have authority to implement rules and policies consistent with this Ordinance. In the absence of the Director of Parks and Recreation, an individual specifically selected by the Director of Parks and Recreation and approved by the County Administrator, may assume the powers, duties, and authority vested by this section.

Section 4. Definitions. The following terms when used in this Ordinance shall have the meanings ascribed to them in this section:

(a) "Beach, water area, waterparks or pool" means any beach, water area, waterpark or pool designated by the Board of County Commissioners as such, within any park property, either on the ocean or inland, including the actual sand beach, if any, used for swimming and wading.

(b) "Department" means the "St. Johns County Parks and Recreation Department."

(c) "Director" means the Director of the St. Johns County Parks and Recreation Department or his/her designee.

(d) "Exotic animal" means a non-native animal species that occurs in Florida, as a result of direct or indirect, deliberate or accidental actions by humans, which may include, but not be limited to, domestic, semi-domestic or feral animals.

(e) "Native animal" means an animal species that occurs naturally in or is indigenous to Florida.

(f) "Park," "parkways," "recreational areas," "natural areas," "marinas," and "areas operated and maintained by the Department" means and may include, but is not limited to, parks, wayside parks, parkways, playgrounds, recreation fields, open green spaces, golf courses, community centers, museums, auditoriums, ranges, lakes, streams, canals, lagoons, waterways, pools, waterparks, water areas and beaches therein and all on grounds, water areas, buildings and

structures in the County which are under the control of or assigned for upkeep, maintenance or operation by the department.

(g) "Parking area" means any designated part of any park road, drive or area that is designated for the standing or stationing of any vehicles.

(h) "Park property" means all areas, grounds, buildings, locations and facilities described in the definition for "park."

(i) "Permit" means a document or certificate provided by the department granting permission for use of reserved park/facility areas and which sets forth terms and conditions applicable thereto.

(j) "Person" means and includes natural persons, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations.

(k) "Vehicle" means any wheeled conveyance (except a baby carriage or wheelchair) for transportation of persons or materials whether:

- (1) Powered or drawn by motor such as an automobile, truck, motorcycle, scooter, minibike, or recreational vehicle;
- (2) Animal-drawn such as a carriage, wagon, or cart;
- (3) Self-propelled such as a bicycle, tricycle, or skateboard; or
- (4) Towed such as a trailer of any size, kind or description.

"Vehicle" does not include any recreational or park transportation service operated or authorized by the department.

Section 5. Regulation of vehicles within parks.

(a) All applicable state or local vehicle laws are enforceable within park property.

(b) All law enforcement officers shall direct traffic and enforce all motor vehicle, traffic and parking laws of this County, and enforce all rules and regulations set forth by the department within park property. Park personnel, authorized and designated by the Director, may direct traffic and enforce the rules and regulations set forth by the department with park property.

(c) The Director shall determine and all persons shall carefully observe and obey all traffic signs indicating speed, direction, caution, stopping, or parking, and all other signs posted for proper control and the safeguarding of life and property.

(d) Notwithstanding paragraph (a) above, where a public road traverses a County park, said road shall be open to all through traffic permitted on any County road or highway, but such through traffic shall conform to park speed and traffic regulations.

(e) No person driving, operating, controlling or propelling any vehicle whether motorized, horse drawn, or self-propelled, shall use any other than the regularly designated paved or improved park roads, pathways, trails, or driveways, except when directed to do so by a law enforcement officer or department employee or by official signs or markings. No driver or operator of any vehicle shall obstruct traffic or stop on any road or driveway except those places so designated.

(f) No person shall park a vehicle on park property at any place other than in the regular designated facilities provided for that particular type of vehicle, unless directed otherwise by a law enforcement officer or department employee or by official signs or markings. No driver or operator of any vehicle shall park on any road or driveway except those places so designated. No driver or operator of any vehicle shall leave a vehicle parked on any road, driveway or park property after posted closing hours.

(g) No truck, commercial vehicle or bus shall be driven on any restricted service road or property without prior authorization from the department for the purpose of park work, service, or activities.

(h) No person shall ride, drive or propel any bicycle, motorcycle, all-terrain vehicle (ATV), scooter, minibike or similar vehicle on any but the regular vehicle roads except for those areas designated for such a specified use. The designated bicycle trails shall be used only by pedestrians and bicycles and other vehicles propelled by human power. It is expressly provided that no vehicles, motorcycles, scooters, minibikes, or similar vehicles shall be ridden on the designated nature trails located within the County parks. No person shall deviate from compliance with all applicable vehicle laws and regulations governing the operation of the above vehicles while on park property.

(i) No person shall change parts, repair, wash or grease a vehicle on any park roadway, parkway, driveway, parking lot or other park property except that items which failed while on park property, such as a flat tire, may be changed. No driver of a vehicle using gasoline or any other explosive mixture as source of power shall at any time fail to use an adequate muffler or sound deadening device.

Section 6. Use of bicycle racks; posting of rules if no bicycle racks.

(a) To the extent that bicycle racks are provided at any County Park, individuals shall use such bicycle racks for the parking of bicycles.

(b) To the extent that bicycle racks are provided at any County Park, individuals shall not secure bicycles via a chain or lock or any other fastening mechanism onto a tree, shrub, water fountain, trash receptacle, or any structure that is not a bicycle rack.

(c) Whether or not bicycle racks are provided at a County Park, individuals shall not place, park, or leave bicycles in any location that would obstruct pedestrian and/or vehicular traffic, or create a safety hazard for pedestrians, vehicles, and/or animals.

Section 7. Buildings and other property.

(a) No person shall willfully mark, deface, injure in any way, displace, remove or tamper with any park buildings, bridges, tables, benches, fireplaces, railings, paving, water lines or other public utilities or parts of appurtenances thereof, park signs, notices or placards whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures of equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(b) No person shall dig, move or remove from any park area any beach sand, soil, rocks, stones, trees, shrubs, whether submerged or not, or plants, down-timber, or other wood or materials, or make any excavation by tool, equipment, or other means, or construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such land, or affix any materials to any park property, except with the prior written approval of the Director.

(c) No person shall excavate or remove any artifact from any archeologically sensitive areas with particular concern to Native American burial grounds and living sites, except with the prior written approval of the Director, and in compliance with all applicable law.

Section 8. Fire. No person shall build or attempt to build any fire within any park property except in such areas where fireplaces or grills are provided and under such regulations as are or may be specifically set forth by the Director. No person shall drop, throw, or otherwise deposit lighted matches, burning cigarettes or cigars, or other flammable material within any park property, except in appropriate receptacles.

Section 9. Plant and wildlife protection and preservation.

(a) Within any park, no person shall cut, carve, or injure the bark or break off limbs or branches or pick the flowers or seeds, of any tree, plant or shrub, nor shall any person dig in or otherwise disturb grass areas, or install any vegetation, or in any other way injure or impair the natural beauty or usefulness of any area, nor shall any person pile debris or material of any kind on or about any tree or plant, or attach any rope, wire, or other contrivance therein, whether temporary or permanent in character or use, without prior written approval by the Director. No person shall tie or hitch any animal to any tree or plant within park property.

(b) No person shall remove, molest, harm, frighten, kill, trap, hunt, chase, shoot or throw any object at any animal, nor shall any person remove or possess the eggs, nests or young of any wild animal whether alive or dead without prior approval from the Director.

(c) It shall be unlawful for any person to knowingly interfere with or damage any humane animal trap owned by the department, or another County department or agent, or to molest or release any animal caught therein.

Section 10. Swimming and wading.

(a) No person shall swim or wade in any beach, water area, waterpark or pool within any park property, except where specifically designated and in compliance with such regulations as to hours of the day and safety limitations for such use as set by the department.

(b) In areas designated for swimming and wading, all persons shall be so covered with clothing or a bathing suit so as to prevent any indecent exposure of the person.

Section 11. Boating.

(a) In addition to the provisions set forth in F.S. ch. 327, the following regulations shall apply to recreational area waters within park property:

(1) No person shall bring into, launch, or operate any vessel (as defined in F.S. § 327.02, as may be amended) upon any park property, including designated swimming areas, except at such places as are or may be designated for such use or purposes by the Board of County Commissioners or the Director. Such operation or use shall be in accordance with such rules and regulations as are now or may hereafter be adopted by the department. Boating permits may be required by the department for specific boating activities within park property.

(2) No person shall moor, anchor, or tie up to the bank or any wharf, dock, tree, building, rock or any object or structure on the bank in waters within park property or property managed by the department unless said person does so in pursuit of recreational activities of a temporary nature or unless the owner of the vessel has obtained written permission from the Director, except in an emergency situation.

(3) No person shall launch, dock or operate any vessel on the waters of any park between the closing hour of the park at night and opening hour the following morning, with the exception of designated twenty-four-hour boating facilities, nor shall any person be on, or remain on or in, any vessel in the park during the said closed hours of the park, except with prior approval of the Director.

(4) Boat operators shall be responsible for their own wake and liable for any damage it may cause.

(5) During the staging of department approved special events, all non-participating vessels and spectators shall be prohibited from entering the boat pit area and from obstructing any race, ski courses or special event.

(6) No person shall operate airboats or hovercraft within park property except by written permission from the Director.

(7) The Director shall have the authority to establish regulations and speed limits of vessels that utilize the water areas located within park property unless otherwise pre-empted by the state.

(b) The department shall establish rules and regulations for use of the County's permanent boat slips for dockage of vessels, managed mooring fields and other marine facilities by the public. Rates for said usage shall be established by the Board of County Commissioners.

(c) No person shall rent, hire, or operate any vessel within park property for a commercial purpose unless so permitted by the department.

Section 12. Water skiing.

(a) No person shall water ski within park property except in such places as designated by the Director, and in compliance with rules and regulations as are now or may hereafter be adopted.

(b) No person shall water ski in such manner as to endanger bystanders, swimmers, other skiers, or occupants of other vessels.

(c) No person shall obstruct the takeoff and landing areas designated for water skiing for any purpose other than for normal water skiing activities.

(d) No water skiing is permitted after sunset or before sunrise, except in areas designated for such use.

Section 13. Fishing.

(a) The buying or selling of fish is prohibited within park property.

(b) Sport fishing is allowed within park property except where specifically prohibited.

(c) The use of a trotline for fishing purposes is prohibited within park property. Set cane poles are permitted if attended, limited to two per person.

(d) All applicable state laws pertaining to fishing and licensing shall be enforced within park property.

(e) The Director may establish specific fishing regulations for various water bodies within park property.

Section 14. Picnic areas and use.

(a) Except for park/facility areas reserved through the department, individual picnic tables and associated grills are available on a "first come, first served" basis.

(b) No person shall use a grill or other device in such a manner as to burn, char, mar or blemish any bench, table, or other object of park property nor shall any person starting a fire leave the area without extinguishing said fire.

(c) Picnic areas, including tables and grills, shall be reasonably cleaned by the user(s) after use.

Section 15. Camping. No person shall camp within any park property except in areas designated by the Director for said purpose. The department may establish rules and regulations for designated camping areas within park property. Rates for said use shall be established by the Board of County Commissioners. Camping units are to be of commercial manufacture and be of flame retardant material. House trailers are prohibited.

Section 16. Horseback riding. No person shall engage in horseback riding within any park property except in areas designated by the Director for said purpose. In areas designated for horseback riding, horses must be trained, properly restrained, and prevented from grazing and straying unattended. All riders be able to show proof of their horse's negative Coggins test.

Section 17. Animals.

(a) Except in specified areas, domesticated (house/residential yard) animals are permitted within park property. Said animals must be restrained at all times at a distance not greater than six (6) feet in length from their handler.

(b) No person shall bring into, nor allow to enter, any park property any non-domesticated (non-house/residential yard) animals including, but not limited to, cattle, mules, swine, sheep, goats, fowl or reptiles except where in conjunction with projects sponsored by County departments or upon permit from the Director.

(c) Dangerous dogs, as defined in F.S. ch. 767, and local regulation, are prohibited from park property.

(d) In conjunction with projects and facilities administered by County departments or upon permit from the Director, animals may be allowed in designated areas of the parks at specified times without restraint.

(e) Every individual who brings an animal into a County Park shall be responsible for the removal and sanitary disposition of any excreta deposited by the animal, anywhere within the County Park.

Section 18. Control of nuisance animals.

(a) The introduction, by any person, of any exotic animal or the placement, abandonment or leaving of any animal in a County park is strictly forbidden.

(b) The feeding by any person, of any exotic or native animal in a County park is hereby strictly forbidden unless specifically authorized by the department Director.

(c) Exotic animals, with the exception of those authorized by the Director, roaming free in County parks are hereby declared a nuisance. The Director has the authority to establish processes and procedures to control, and remove from the park, species that are declared to constitute a nuisance.

(d) The Director is hereby authorized to declare certain native species, located in identified parks, to constitute a nuisance. Native species shall be determined to be a nuisance when the Director deems that the number, location, behavior or other characteristic of the native species constitutes a hazard to human health and/or safety or to the resources of the particular park.

Section 19. Alcoholic beverages.

(a) The sale, purchase, possession and consumption of alcoholic beverages as defined in F.S. § 561.01(4) as may be amended, is hereby prohibited within park property except as specifically provided in accordance with the provisions set forth herein.

(b) Notwithstanding the prohibition set forth in paragraph (a) above, the possession of alcoholic beverages in sealed original packages in any vehicle, vessel, or conveyance for purposes of storing or transporting such and not for purposes of selling or consuming such within park property shall not be a violation of this Ordinance.

(c) The Director may designate specific areas in which alcoholic beverages may be possessed and/or consumed. Designated areas may include, but are not limited to, picnic areas, areas reserved for large groups, and facilities for food service. Kegs of beer or other alcoholic malt liquor will be authorized only by permit and in conjunction with a reserved park facility area.

(d) The Director may permit, in writing, the sale, possession, and/or consumption of alcoholic beverages incidental to a special event. Said permission may not exceed four (4) consecutive days.

(e) The Board of County Commissioners may permit the sale of alcoholic beverages by private contractors who operate or manage facilities within park property including but not limited to food service, performing arts, golf courses, and other facilities, as the Board of County Commissioner deems appropriate.

(f) At its option, the County may obtain, in its name, the necessary state licensing for the sale of alcoholic beverages. The County may, at its option, have such license transferred to a contractor's or lessee's name, provided, however, that such licensing shall immediately revert to the County upon termination, for any reason, of the contractor's agreement or lessee's lease with the County. The license holder shall take all action and execute all documents necessary to effect said transfer to the County.

(g) The permission granted under this section shall be subject to all ordinances, laws rules and regulations applicable in the County, and any grantee shall be responsible for compliance thereto. The permission granted may also be subject to, and granted with, specific conditions as set forth by the department, and the grantee shall be responsible for insuring compliance thereto.

(h) No person who is intoxicated or under the influence of drugs will be permitted in parks or recreation areas.

Section 20. Firearms. No person shall possess or use firearms, weapons or trapping devices within any park property except in accordance with local and State regulations and with prior written approval from the Director or in any area designated by the department for such purpose. The Director shall establish rules and regulations pertaining to shooting or archery ranges. Shooting into park areas from beyond park boundaries is prohibited.

Section 21. Fireworks and explosives.

(a) No person shall bring into or have in his possession, or set off or otherwise cause to explode or discharge or burn within any park property any firecrackers, torpedoes, rockets or other fireworks or explosives of flammable material, or discharge them or throw them onto any park property from land or water adjacent thereto. Parents or guardians shall be held strictly responsible and accountable for the actions of minors. Violators will be subject to prosecution accordingly.

(b) The Director may permit organizations and entities to conduct fireworks displays within County parks, subject to full compliance with the County fire code or other applicable County ordinances, or the ordinances of any municipality having jurisdiction to regulate said fireworks display.

Section 22. Park usage.

(a) It is the policy of the County to afford all citizens the opportunity to utilize County parks and also to participate in free speech activities within park property to the fullest extent permitted by law. The Parks and Recreation Director has the authority to establish guidelines for the permitting of special events, demonstrations, gatherings, performances or other mass assemblages at County parks.

(c) No person shall loiter in or around any park areas including, but not limited to, restrooms, dressing rooms or bathhouses, picnic shelters/areas, wooded or natural/undeveloped areas.

Section 23. Commercial activities.

(a) No person shall park or station on any park property any vehicle for the purpose of displaying a sign or notice with the intent of offering said vehicle for sale or exchange.

However, a vehicle parked similarly to other vehicles, and not obviously positioned for display of a sign, shall be presumed to be incidental and not in violation.

(b) No person shall advertise or offer for sale any item, material, or service, nor place any stand, cart, or vehicle for the transportation, sale, trade or display of any ordinance, material or service for sale or trade within any park area unless in conjunction with a permitted use of a reserved park/facility area.

(c) No person shall distribute, display or affix any printed materials or advertisements to or within any park property. Exceptions to this rule are printed materials or advertisements permanently affixed on vehicles or on clothing, distribution of printed handbills or leaflets the purpose of which is not primarily commercial, announcements of park sponsored or sanctioned events; authorized signs located entirely within concession structures, and signs or distribution of printed materials in conjunction with a permitted use of reserved park/facility area.

Section 24. Reserved park/facility areas. Park/facility areas shall not be reserved except by permit issued by the Director. Said reserved park/facility areas include athletic fields, group picnic shelters and associated facilities, recreation and civic facilities, and those areas requested for use for special events. Persons permitted for use of reserved park/facility areas must comply with all applicable rules and regulations as may be established by the department.

Section 25. Dangerous Equipment and Activities. No person shall use or engage in any activity that the Director determines, in his/her reasonable discretion, creates an unreasonable interference or danger to other persons. Such activity shall include, but not be limited to, the use of golf clubs, archery equipment, a discus, javelin or shot, or any aircraft, rocket, missile powered by fuel or mechanical means, training of attack dogs, or any firearm except as otherwise provided in this Ordinance.

Section 26. Special Use Areas. The Director is authorized to set aside, establish, alter, and/or discontinue special use areas in one or more of the Parks. These special use areas would include, but not be limited to, activities such as horse or pony riding, Junior Olympics, bicycle riding, camping activities, motorcycle riding, or any one or more of those activities otherwise prohibited under this Ordinance. Before establishing, altering, or discontinuing such special use area, the Director shall determine, in his or her reasonable discretion, priority of need for such an area and whether the activity may be carried on without unreasonable interference or danger to other persons.

If the Director establishes a special use area, the Director may designate such hours or days of usage, the particular activity or activities which are permitted, and such conditions as he or she determines to be reasonably required for the safety and convenience of persons and property. The Director shall mark the boundaries of the special use area and post such signs and warnings concerning that special use area as he or she deems reasonably appropriate. No person shall misuse or injure any special use area, except for the purposes of one or more of the activities permitted in that special use area under any conditions specified by the Director.

Section 27. Permits. The Director has the authority to develop permitting systems and related rules and regulations for the use of park facilities. Violations of permit requirements shall result in suspension or revocation of such permit.

Section 28. Noise; Sound Amplification.

- (a) No person shall make such loud, excessive, unnecessary noise so as to create a nuisance in any County park. Noise shall be considered a nuisance where it produces actual physical discomfort and annoyance to persons of ordinary sensibilities.
- (b) No audio device, such as loudspeakers, television, radio, compact disc, tape, record player, or medical instrument, except equipment used by law enforcement, rescue or safety personnel, shall be used in a manner:
 - (i) That exceeds a noise level of 60 decibels (dBA) measured on the A-weighted scale at 25 feet, or if below that level, nevertheless;
 - (ii) That exceeds noise which is unreasonable, considering the nature and purpose of the user's conduct, location in the park, time of day or night, impact on other park users and other factors that would govern the conduct of a reasonably prudent person under the circumstances.

Section 29. Aircraft. No one operating, directing or responsible for any aircraft, seaplane, helicopter, glider, balloon, dirigible, parachute or other aerial apparatus shall take off from or land within park property except in emergency law enforcement or public safety situations or when written permission has been obtained from the Director.

Section 30. Pollution of waters. No person shall throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water within Park property any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

Section 31. Refuse, trash and litter.

(a) No person shall take into, dump, deposit or litter any bottles, broken glass, ashes, printed material, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash upon any park property. Persons shall place all bottles, broken glass, ashes, printed material, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash in the proper receptacles where provided; where receptacles are not provided, same shall be carried away from park property by the person or persons responsible for its presence and properly disposed of elsewhere.

(b) No person shall affix printed material or any other item to any vehicle or property within park property other than his or her own vehicle.

Section 32. Public utilities. Public utilities serving park property or traversing park property shall be subject to reasonable regulations as may be hereafter adopted in the public interest in order to protect County parks from unsightly and inconveniently located fixtures, installations and facilities.

Section 33. Park hours.

(a) Except for unusual and unforeseen emergencies and twenty-four-hour boat launching, fishing and camping areas, all parks shall be open to the public every day of the year during hours designated by the Director. The opening and closing hours shall be posted at each park in order to give notice to the public; except that in any park where hours are not posted, the park shall be open sunrise to sunset

(b) No person shall be or remain in any part of any park property between sunset and sunrise or as specifically posted. The provisions of this section shall not apply to law enforcement officers or department employees while in the discharge of their duties nor to persons having a permit in writing issued by the department to be or remain in any part of the parks between such hours.

(c) The Director, acting as agent of the Board of County Commissioners, may declare any section or part of any park closed to the public at any time and for any interval of time, either temporary or at regular and stated intervals (daily or otherwise) and either entirely or merely for certain uses.

(d) No unauthorized person shall be or remain within park property during those hours when the park is closed.

(e) No person shall enter upon any portion of park property which is under construction, in a state of disrepair, or withheld from general public usage in the interest of public safety, health and/or welfare.

Section 34. Enforcement.

(a) It shall be the duty and responsibility of all law enforcement officers within their jurisdiction to enforce all state laws, municipal ordinances, County ordinances, and County traffic regulations within park property and other areas maintained and operated by the department.

(b) It shall be the duty and responsibility of law enforcement officers and designated department employees to enforce all park rules and regulations. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by these rules or for any person to fail to comply with any lawful and reasonable order given by law enforcement officers. Violators of this Ordinance may be ordered to leave park areas by law enforcement officers and designated department employees. Failure to leave once ordered constitutes a separate violation of this Ordinance.

(c) It shall be the duty and responsibility of law enforcement officers and authorized department employees to enforce all provisions of permits issued by the department. It shall be unlawful for any person to do any act forbidden or fail to perform any act required by any permit issued by the department. Copies of regulations pertaining to reserved park/facility areas shall be furnished with each permit issued.

Section 35. Liability. All persons to whom an exclusive use permit has been granted must agree in writing to hold the County harmless and indemnify the County from any and all liability for injury to persons or property occurring as a result of the activity sponsored by permittee. Said persons shall be liable to the County for any and all damages to Parks, facilities, and buildings owned by the County, which results from the activity of permittee or is caused by any who participate in said activity.

Section 36. Penalties. Failure to comply with the provisions set forth in this Ordinance shall constitute a violation of a County ordinance and shall be punished upon conviction, pursuant to F.S. § 125.69(1), by a fine not to exceed five hundred dollars (\$500.00) per violation per day for as long as the violation continues or imprisonment not exceeding sixty (60) days, or both fine and imprisonment. This Ordinance may also be enforced under Chapter F.S. § 162. Violations of this Ordinance that are continuous with respect to time may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief.

Section 37. Severability. If any Section, subsection, sentence, clause, phrase or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 38. Effective date. This Ordinance shall take effect upon filing with the Department of the State of Florida.

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, Florida, this 29th day of November, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk of Court

By: Yvonne King
Deputy Clerk

Rendition Date: 12/02/05

Effective Date: 12/06/05

THE ST. AUGUSTINE RECORD

PUBLISHED EVERY MORNING MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

COPY OF ADVERTISEMENT

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared CHARLES BARRETT who on oath says that he is an Accounting Clerk of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida: that the attached copy of advertisement, being NOTICE OF HEARING in the matter of PARKS ORDINANCE was published in said newspaper in the issues of NOVEMBER 14, 2005.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 14TH day of NOVEMBER, 2005.

by [Signature] who is personally known to me or who has produced PERSONALLY KNOWN as identification.

[Signature of Patricia A. Bergquist]



Patricia A. Bergquist My Commission DD275991 Expires December 18, 2007

(Signature of Notary Public)

(Seal)

PATRICIA A. BERGQUIST

NOTICE OF PUBLIC HEARING BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, will hold a public hearing on Tuesday, November 29, 2005 at 9:00 a.m. in the County Auditorium at the County Administration Complex, 4020 Lewis Speedway (County Road 16-A) and U.S.1 North, St. Augustine, Florida, to consider adoption of the following ordinance:

AN ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, CREATING A PARKS ORDINANCE FOR ST. JOHNS COUNTY; PROVIDING A SHORT TITLE; PROVIDING FOR JURISDICTION; PROVIDING FOR AUTHORITY OF THE DIRECTOR OF PARKS AND RECREATION; PROVIDING DEFINITIONS; PROVIDING REGULATION OF VEHICLES WITHIN PARKS; PROVIDING FOR USE OF BICYCLE RACKS AND POSTING OF RULES IF NO BICYCLE RACKS; PROVIDING FOR BUILDINGS AND OTHER PROPERTY; PROVIDING FOR FIRE REGULATION; PROVIDING FOR PLANT AND WILDLIFE PROTECTION AND PRESERVATION; PROVIDING FOR SWIMMING AND WADING; PROVIDING FOR BOATING; PROVIDING FOR WATER SKIING; PROVIDING FOR FISHING; PROVIDING FOR PICNIC AREAS AND USE; PROVIDING FOR CAMPING; PROVIDING FOR HORSEBACK RIDING; PROVIDING FOR ANIMALS; PROVIDING FOR CONTROL OF NUISANCE ANIMALS; PROVIDING FOR ALCOHOLIC BEVERAGES REGULATION; PROVIDING FOR FIREARMS REGULATION; PROVIDING FOR FIREWORKS AND EXPLOSIVES REGULATION; PROVIDING FOR PARK USAGE; PROVIDING FOR COMMERCIAL ACTIVITIES; PROVIDING FOR RESERVED PARK/FACILITY AREAS; PROVIDING FOR DANGEROUS EQUIPMENT AND ACTIVITIES; PROVIDING FOR SPECIAL USE AREAS; PROVIDING FOR PERMITS; PROVIDING FOR NOISE SOUND AMPLIFICATION; PROVIDING FOR AIRCRAFT REGULATION; PROVIDING PROTECTION FROM POLLUTION OF WATERS; PROVIDING FOR REFUSE, TRASH AND LITTER; PROVIDING FOR PUBLIC UTILITIES; PROVIDING FOR PARK HOURS; PROVIDING GENERAL PARK REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR LIABILITIES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners at the St. Johns County Administration Complex, 4020 Lewis Speedway (CR 16A and U.S. #1), St. Augustine, Florida and may be examined by parties interested prior to the public hearing.

Interested parties may appear at the public hearing and be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the public hearing, he/she will need a record of the proceedings, and for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in the proceedings should contact ADA Coordinator, at (904) 209-0650 at the St. Johns County Courthouse, 4010 Lewis Speedway, Room 276, St. Augustine, FL 32084. For hearing impaired individuals: Telecommunication Device for the Deaf (TDD): Florida Relay Service: 1-800-955-8770, no later than 5 days prior to the date of the hearing.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA CHERYL STRICKLAND, ITS CLERK By: Patricia DeGrande, Deputy Clerk L2890-5 Nov 14, 2005



2023 Aerial Imagery

Date: 12/21/2023

Red Boat Tours, LLC

License Agreement



Land Management
Systems
(904) 209-0764

Disclaimer:

This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.