



DATE: October 8, 2026

TO: Mayor Debbie Trice
Vice Mayor Kathy Kelley Ohlrich
Commissioner Jen Ahearn-Koch
Commissioner Liz Alpert
Commissioner Kyle Battie

Notice is hereby given that the Regular Meeting of the City Commission shall be held as required by Article III, Section 9(a) of the City Charter and by Resolution No. 91R-500, on **Monday, October 19, 2026, at 9:00 a.m.** in the Commission Chambers at City Hall, 1565 First Street, Sarasota, Florida. PLEASE NOTE: The City Commission will recess for lunch at approximately 12:00 pm.

Individuals who wish to participate in the City Commission Meeting in person may do so by coming to City Hall. Individuals who prefer to participate remotely in the City Commission meeting may obtain instructions to participate via zoom by emailing clerk@sarasotafl.gov with your request **no later than the deadline of 5:00 p.m. on Friday, October 16, 2026.** Individuals may provide written comments for agenda items which allow citizens input up until 15 minutes prior to the start of the meeting by utilizing the eComments link next to the published agenda on the [Upcoming Events](#) webpage accessible through the City of Sarasota website by clicking on "Meetings/Agendas/Video" from the main page.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Shayla Griggs
City Auditor and Clerk

c: Karie Friling, City Manager
Joseph Polzak, City Attorney
Jennifer Jorgensen, Deputy City Manager
Lori Rivers, Deputy City Auditor and Clerk
Jamese Johnson, Coordinator Commission Reporter
Miles Larsen, Manager, Public Broadcasting
Chief Rex Troche, Police Department
File

Debbie Trice
Mayor



Vice Mayor Kathy Kelley Ohlrich
Commissioner Jen Ahearn-Koch
Commissioner Liz Alpert
Commissioner Kyle Battie

REGULAR CITY COMMISSION MEETING OF OCTOBER 19, 2026

WELCOME to a Regular meeting of the City Commission. This Agenda includes all matters scheduled to come before the Commission at this meeting. It is prepared to help you follow the proceedings of the meeting. Your interest is appreciated, and we invite your comments. Input from citizens is important; we need and welcome it.

If you wish to address the Commission, please fill out a "Request To Speak" Form located on the table at the back of the Commission Chambers. Fill out the form completely, indicating the Agenda Item to which you intend to speak, and place the form in the box on the table. **If you intend to speak under Citizens' Input Concerning City Topics**, the subject should also be noted on the "Request To Speak" Form. **Agenda Items for which citizens' comments are not permitted are noted.** In general, these will be items on which a public hearing has previously been held. Listed below are the time limits established for speaking:

- **Public Hearings - Quasi-judicial:** A reasonable amount of time to be determined by the City Commission will be provided to Applicants and Affected Persons desiring to speak.
- **Public Hearings - Legislative:** Citizens desiring to speak are allowed five (5) minutes. Petitioners are allowed fifteen (15) minutes with a five (5) minute rebuttal at the close of the public hearing. We will ask you to take an oath that all evidence and testimony presented during the public hearing are truthful.
- **Citizens' Input Concerning City Topics** - Citizens desiring to speak are allowed three (3) minutes. Remember, appearances before the Commission are not a substitute for attempting to resolve your issue(s) through the appropriate administrative channels. **Citizens' Input is to allow citizens the opportunity to present their view on matters concerning City topics but not on items scheduled elsewhere on the Agenda.** Questions and answers shall not be permitted. Matters presented to the Commission may be referred by the Mayor, with consensus of the Commission, to the Administration for action and possible follow-up at a future Commission meeting. We expect that citizens have first attempted to speak directly with the City's Administration.
- **Other Agenda Items permitting citizens' comment** - Citizens desiring to speak are allowed **three (3) minutes.** Agenda items for which citizens' comments are not permitted are noted in the left margin of the Agenda.

The City Auditor and Clerk will forward all Request to Speak forms to the Mayor. When the Mayor calls your name, come to the Commission table, and restate your name for the record. We ask that your comments be limited to the subject of the Agenda Item. Remember, we are always happy to listen to your comments; however, this is not intended to be an extended question and answer session.

Again, the City Commission thanks you for taking the time to participate in our meeting.

DEBBIE TRICE
Mayor



AGENDA

REGULAR CITY COMMISSION MEETING

October 19, 2026

CITY HALL

**City Commission Chambers
9:00 AM**

**1565 First Street
Sarasota, Florida**

**** PLEASE NOTE: THE COMMISSION WILL RECESS FOR LUNCH AT APPROX.
12:00P.M. ****

**CALL MEETING TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE**

APPROVE PROPOSED AGENDA SCHEDULE

Citizens' comments are not permitted on Proposed Agenda Schedule

I. COMMISSION PRESENTATIONS:

- I.1 Proclamation Re: Recognizing October 2026 as Head Start Awareness Month
[I.1 Agenda Request Form.pdf](#)
[Head Start Awareness Agenda Item.pdf](#)
- I.2 Proclamation Re: Key to the City to Philip Tavill on behalf of Mayor Trice
[I.2 Agenda Request Form.pdf](#)
[Philip Tavill Key Back Up Material.pdf](#)

II. SCHEDULED PRESENTATIONS:

Scheduled Presentations are limited to 7 minutes. No action may be taken by the Commission other than referral to the administration. Citizens comments are not permitted on Scheduled Presentations

PLEDGE OF PUBLIC CONDUCT

III. CITIZENS' INPUT CONCERNING CITY TOPICS:

(Limited to 30 minutes)

Note to the Public:

At this time, citizens may address the Commission on topics concerning the City. (3 minutes per person time limit) Citizens' Input is to allow citizens the opportunity to present their view on matters concerning City topics but not on items scheduled elsewhere on the Agenda or items that were the subject of a previously held public hearing which has been closed and Commission deliberations continued to a future date. Questions and answers shall not be permitted; however, matters presented to the Commission may be referred by the Mayor, with consensus of the Commission, to the Administration for action and possible follow-up at a future Commission meeting.

IV. APPROVAL OF MINUTES:

Citizens' comments are not permitted on Approval of the Minutes items.

- IV.1 Approval Re: Minutes of the Special Joint Sarasota City Commission and Sarasota Board of County Commissioners Meeting of September 18, 2026 (CITIZENS COMMENTS ARE NOT PERMITTED ON THIS ITEM)

[IV.1 Agenda Request Form.pdf](#)

[26-09-18 Joint Mtg - BCC.FINAL.pdf](#)

- IV.2 Approval Re: Minutes of the Regular Sarasota City Commission Meeting of September 21, 2026 (CITIZENS COMMENTS ARE NOT PERMITTED ON THIS ITEM)

[IV.2 Agenda Request Form.pdf](#)

[26-09-21 Regular.FINAL.pdf](#)

- IV.3 Approval Re: Minutes of the Special Sarasota City Commission Meeting of September 21, 2026 (CITIZENS COMMENTS ARE NOT PERMITTED ON THIS ITEM)

[IV.3 Agenda Request Form.pdf](#)

[26-09-21 Special Meeting.FINAL.pdf](#)

- IV.4 Approval Re: Minutes of the Special Sarasota City Commission Meeting of September 22, 2026 (CITIZENS COMMENTS ARE NOT PERMITTED ON THIS ITEM)

[IV.4 Agenda Request Form.pdf](#)

[26-09-22 Attorney-Client.FINAL.pdf](#)

V. BOARD ACTIONS:

VI. CONSENT AGENDA NO. 1:

Note to the Public: All matters listed under Consent Agenda No. 1, are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- VI.1 Approval Re: Proposed 2027 Regular City Commission Meeting Schedule and Deadlines

[VI.1 Agenda Request Form.pdf](#)

[Binder Proposed 2027 CC Schedule & Deadlines.pdf](#)

- VI.2 Approval Re: Funding for FY 2026-2027 Neighborhood Partnership Grant

Program (Cycle A) in the amount of \$29,640.00

[VI.2 Agenda Request Form.pdf](#)

[FY 2026-27 \(A\) Approval and Allocation \(COMPLETE\).pdf](#)

- VI.3 Approval Re: Authorize the City Manager to execute the Contract Agreement between the City of Sarasota and Bulk Environment & Industrial, LLC (RFP 26-29SH) for Solid Waste Hauling Services

[VI.3 Agenda Request Form.pdf](#)

[Vendor Signed Contract 26-29SH Solid Waste Hauling Bulk Environmental & Industrial, LLC 10-2-2026.pdf](#)

- VI.4 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Local Agency Program Agreement between the City of Sarasota and the State of Florida Department of Transportation for FPID 456422-1, Hurricane Milton Permanent Highway Lighting Repair Project

[VI.4 Agenda Request Form.pdf](#)

[Hurricane Milton Permanent Highway Lighting Repair Project Backup Docs.pdf](#)

VII. CONSENT AGENDA NO. 2:

Note to the Public: All matters listed under Consent Agenda No. 2, are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- VII.1 Adoption Re: Proposed Resolution No. 26R-3434, authorizing the Mayor and City Auditor and Clerk to execute the Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Sarasota for the Hurricane Milton Permanent Highway Lighting Repair Project, etc. (Title Only)

[VII.1 Agenda Request Form.pdf](#)

[26R-3434 Hurricane Milton Permanent Hwy Lighting Repair LAP Resolution Backup.pdf](#)

- VII.2 Adoption Re: Proposed Resolution No. 26R-3435, amending the budget for the fiscal year beginning October 1, 2025 by providing for supplemental appropriations in the amounts identified in Exhibit A; providing for severability if any of the parts hereof are declared invalid, etc. (Title Only). To establish a revenue and expense budgets totaling \$20,000.00 for a donation received by The Harry Shapiro Charitable Foundation for use by SPD

[VII.2 Agenda Request Form.pdf](#)

[Res 26R-3435 Backup 10.19.26.pdf](#)

- VII.3 Adoption Re: Second Reading of Proposed Ordinance 26-5598, amending the City Zoning Code, by amending Article II, Division 2, Definitions, Section II-201 by adding a definition for "certified recovery residence"; amending Article VII, Regulations of General Applicability, Division 14, Miscellaneous Standards, by creating Section VII-1403, "certified recovery residences"; providing for procedures for the review and approval of certified recovery residences; providing for requests for reasonable accommodations; providing for revocation of reasonable accommodations; providing for severability, codification and for an effective date. etc. (Title Only)

[VII.3 Agenda Request Form.pdf](#)
[FINAL 2026-07-24_updated and final_Ordinance Certified Recovery Residences_teb_v6 \(002\).pdf](#)

- VII.4 Adoption Re: Second Reading of Proposed Ordinance No. 26-5609, adopting a Table of Organization for City government for Fiscal Year 2026-2027 as required by City Charter; provided for the severability of the parts hereof, etc. (Title Only)

[VII.4 Agenda Request Form.pdf](#)
[Table of Organization Back up.pdf](#)

VIII. BOARD APPOINTMENTS:

IX. UNFINISHED BUSINESS:

- IX.1 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Amended and Restated Lease Agreement between the City of Sarasota and the Sarasota African American Cultural Coalition Inc. for the property located at 2529 N Orange Avenue.

[IX.1 Agenda Request Form.pdf](#)
[AMENDED AND RESTATED LEASE AGREEMENT SAACC.pdf](#)
[SAACC - City Commission Presentation 10.19.2026.pdf](#)

- IX.2 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the First Amendment to the Amended and Restated Lease Agreement between the City of Sarasota and the Sarasota African American Cultural Coalition, Inc. for the property located at 2529 N Orange Avenue.

[IX.2 Agenda Request Form.pdf](#)
[FIRST AMENDMENT AMENDED AND RESTATED LEASE AGREEMENT SAACC.pdf](#)

- IX.3 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Addendum to Option to Purchase Agreement dated March 25, 2025, between the City of Sarasota and the Sarasota African American Cultural Coalition, Inc. for City-owned property located at 1556, 1560, and 1580 Dr. Martin Luther King Jr. Way.

[IX.3 Agenda Request Form.pdf](#)
[Backup - Addendum to Option to Purchase.pdf](#)

- IX.4 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute a Purchase and Sale Agreement between the City of Sarasota and Eugene Marra and Montell Marra for the conveyance of City-owned property located at 3450 Winton Avenue (Parcel ID No. 2005010028) in the amount of \$2,100.00

[IX.4 Agenda Request Form.pdf](#)
[Winton Ave Back Up Documents.pdf](#)

X. LEGISLATIVE PUBLIC HEARINGS:

Note to the Public: At this time citizens will take an oath if they desire to speak at the following public hearings.

- X.1 Second Public Hearing Re: Mutual Termination of the 2017 Amended and

Restated Development Agreement between the City of Sarasota, Quincy Real Estate Holdings, LLC, and Weekley Homes, LLC. regarding Payne Park Villages and adjoining parcel

[X.1 Agenda Request Form.pdf](#)

[SECOND READING Termination of Development Agreement.pdf](#)

- X.2 Public Hearing Re: Proposed Ordinance No. 26-5602, expanding the applicability of Chapter 34.5 of the City Code, entitled Vacation Rentals, to Vacation Rentals located in the Downtown Neighborhood Zone District (DTN) as more fully specified herein; providing for the severability of the parts hereof, etc. (Title Only)

[X.2 Agenda Request Form.pdf](#)

[DTN EXPANSION ORDINANCE No. 26-5602.pdf](#)

- X.3 Public Hearing Re: Proposed Ordinance No. 26-5613, providing that Chapter 34.5 of the City Code, entitled Vacation Rentals, shall be amended to clarify registration and renewal procedures; to update application and inspection requirements; to add new definitions and modify existing definitions; to add new fees pertaining to inspections and change in designated responsible party; to increase current fees; and to clarify advertising requirements for vacation rentals; all as more fully specified herein; providing for the severability of the parts hereof, etc. (Title Only)

[X.3 Agenda Request Form.pdf](#)

[PROGRAM IMPROVEMENT ORDINANCE No. 26-5613.pdf](#)

XI. QUASI-JUDICIAL PUBLIC HEARINGS:

Note to the Public: At this time citizens will take an oath if they desire to speak at the following public hearings.

- XI.1 Public Hearing Re: Proposed Ordinance No. 26-5612, to rezone that certain vacant parcel of real property totaling 2.8 +/- acres located on the west side of Beneva Road south of its intersection with 17th Street with a street address of 1551 N. Beneva Road from the Residential Multiple Family 1 (RMF-1) Zone District to the Residential Multiple Family 3 (RMF-3) Zone District; all as more particularly set forth herein, etc. (Title Only) (Application No. 26-REN-04) (Applicant Brian Lichterman, agent for Jorge and Yda Arevalo Revocable Trust, Property Owner).

[XI.1 Agenda Request Form.pdf](#)

[26-REN-04_Backup.pdf](#)

- XI.2 Public Hearing Re: Appeal Application No. 26-APP-08, Appeal of the Planning Board decision of September 9, 2026, which denied Site Plan Application No. 25-SP-10, as more particularly described herein (Application No. 26-APP-08, Applicant: Joel J. Freedman, AICP (Agent and Appellant)

[XI.2 Agenda Request Form.pdf](#)

[26-APP-08 Appeal of Midtown Plaza Redevelopment](#)

XII. NEW BUSINESS:

XIII. CITIZENS INPUT CONCERNING CITY TOPICS: (Limited to 30 minutes)

Note to the Public: At this time, citizens may address the Commission on topics

concerning the City. (3 minutes per person time limit) Citizens' Input is to allow citizens the opportunity to present their view on matters concerning City topics but not on items scheduled elsewhere on the Agenda or items that were the subject of a previously held public hearing which has been closed and Commission deliberations continued to a future date. Questions and answers shall not be permitted; however, matters presented to the Commission may be referred by the Mayor, with consensus of the Commission, to the Administration for action and possible follow-up at a future Commission meeting.

XIV. REMARKS OF COMMISSIONERS, ANNOUNCEMENTS AND ITEMS FOR NEXT AGENDA:

XV. OTHER MATTERS/ADMINISTRATIVE OFFICERS:

XVI. ADJOURN

MEETING NOTICE

Meeting Notice
[10-5-26 Regular Meeting Notice.pdf](#)

CITY COMMISSION RULES OF PROCEDURE

City Commission Rules of Procedure
[CC.RulesofProcedure.AdoptedMay42026.pdf](#)



Notice to the Public

The City of Sarasota is committed to providing qualified disabled individuals an opportunity to participate in meetings of the City Commission.

The City of Sarasota prohibits discrimination in all services, programs, or activities on the basis of race, color, national origin, age, disability, sex or gender, marital or familial status, religion, sexual orientation, veteran status, or genetic information. Persons with disabilities who require assistance or alternative means for communication of program information such as Braille, large print, audiotape, etc., should contact: The City of Sarasota ADA Coordinator, Jake Brown, at (941) 263-6299 or by email at adacoordinator@sarasotafl.gov.

In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in a meeting should contact the ADA Coordinator at (941) 263-6299 at least three business days prior to the date of the meeting as to the nature of the auxiliary aids and/or service necessary.

Every effort will be made to provide such aid or service to the extent that they are reasonable, do not result in undue financial or administrative burden, and do not alter the fundamental nature of the meeting. Consideration will be given to the individual's preferred aid or service. However, alternatives may be provided if in the City's determination such alternatives provide an effective means of communication. For the benefit of individuals utilizing hearing aids with a T-coil, the City Commission Chambers and SRQ Media Studio are outfitted with a Hearing Induction Loop for enhanced hearing assistance.

Proceedings will be electronically recorded. Should an individual feel that a verbatim transcription of the proceedings may later be needed, said individual has the burden and expense of arranging for same. Copies of the electronic recording may be purchased from the Office of the City Auditor and Clerk.

Shayla Griggs
City Auditor and Clerk

RESOLUTION NO. 26R-3434

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA, AUTHORIZING THE MAYOR AND CITY AUDITOR AND CLERK TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SARASOTA FOR THE HURRICANE MILTON PERMANENT HIGHWAY LIGHTING REPAIR PROJECT; PROVIDING FOR READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Commission to authorize the Mayor and City Auditor and Clerk to execute on behalf of the City of Sarasota the Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Sarasota; and

WHEREAS, the Florida Department of Transportation has requested a Resolution be adopted by the City Commission formalizing the approval by the City Commission of the subject authorization; and

WHEREAS, the City Commission previously adopted Resolution No. 26R-3404; and

WHEREAS, Florida Department of Transportation, subsequent to adoption of Resolution No. 26R-3404, has since included a mandatory local contingency necessitating a new agreement to be signed and a new resolution for be adopted by the City Commission formalizing the approval by the City Commission of the subject authorization; and

WHEREAS, the Local Agency Program Agreement provides funding assistance for the Hurricane Milton Permanent Highway Lighting Repair Project, consisting of construction work replacing highway lighting along W. North Washington Drive and John Ringling Boulevard to its intersection with Benjamin Franklin Drive and extending to the southerly terminus of Benjamin Franklin Drive, including replacement of lamp heads, arms, wiring harnesses, solar panels, controllers, batteries, and related equipment damaged by Hurricanes Helene and Milton.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The City Commission hereby authorizes the Mayor to execute on behalf of the City of Sarasota, and the City Auditor and Clerk to attest, the Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Sarasota for the Hurricane Milton Permanent Highway Lighting Repair Project. A copy of said Local Agency Program Agreement is attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Auditor and Clerk is hereby directed to forward two (2) certified copies of this Resolution to the Florida Department of Transportation along with two (2) originals of the Local Agency Program Agreement.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Sarasota, Florida, after posting for public viewing at City Hall for at least three (3) days prior to adoption, as authorized by Article IV, Section 2, Charter of the City of Sarasota, Florida, this ____ day of _____, 2026.

Mayor Debbie Trice

ATTEST:

Shayla Griggs
City Auditor and Clerk

____ Mayor Debbie Trice
____ Vice Mayor Kathy Kelley Ohlrich
____ Commissioner Jen Ahearn-Koch
____ Commissioner Liz Alpert
____ Commissioner Kyle Scott Battie

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: <u>456422-1-58-01</u>	FPN: <u>456422-1-68-01</u>	FPN: _____
Federal No (FAIN): <u>E251-217-E</u>	Federal No (FAIN): <u>E251-217-E</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACER/LF</u>	Fund: <u>ACER/LF</u>	Fund: _____
Org Code: <u>55014010106</u>	Org Code: <u>55014010106</u>	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: <u>780000</u>	FLAIR Obj: _____

County No: <u>17 - Sarasota</u>	Contract No: _____	
Recipient Vendor No: <u>F596000848011</u>	Recipient Unique Entity ID (UEI) No: <u>K4SXB88XP88</u>	
Assistance Listing Number (ALN): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of Sarasota ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of Construction and CEI services on a project which consist of construction work replacing highway lighting along W. North Washington Drive and John Ringling Boulevard to its intersection with Benjamin Franklin Drive and extending to the southerly terminus of Benjamin Franklin Drive to replace lamp heads, arms, wiring harnesses, solar panels, controllers, batteries and other related equipment in connection with the storm damage from Hurricanes Helene and Milton., as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 718,463.00 (Seven Hundred, Eight Thousand, Four Hundred, Sixty-Three Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.j.

 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$600,037.00 (Six Hundred Thousand, Thirty-Seven Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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- c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in paragraphs 5.m. and 5.n. of this Agreement;
 - iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
 - iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

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If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed, or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.,

- h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding must include the Local Funds Construction Contingency (LFCC) amount as defined in FDOT FPO Bulletin 26-02 for all construction phase(s) in the Project per Section 339.28201, Florida Statutes. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount. The Recipient shall provide proof of depleted LFCC funds on the project prior to seeking funding assistance from the Department for any funding shortfalls.
- k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

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- m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- n. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

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The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

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- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.
- i. If the project has a construction phase, the Recipient agrees to comply in full with the provisions in Section 339.28201(5), Florida Statutes and FDOT FPO Bulletin 26-02.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

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- i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
- ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 5. Withhold further federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to

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the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed

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the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies

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licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- ☒ shall
☐ shall not
☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

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- g.** In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h.** Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i.** The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j.** The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k.** The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l.** The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m.** The Recipient shall:

 - i.** utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii.** expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

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- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits “A”, “B”, “C”, “D”, “E”, “F” and “H”** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit “G”**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit “I”**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit “J”**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit “K”**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- f. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
 Exhibit B: Schedule of Financial Assistance
 Exhibit C: Title VI Assurances
 Exhibit D: Recipient Resolution
 Exhibit E: Federal Financial Assistance (Single Audit Act)
 Exhibit F: Contract Payment Requirements
 * Exhibit G: FHWA Form 1273
 Exhibit H: Alternative Advance Payment Financial Provisions
 * Exhibit I: State Funds Addendum
 * Exhibit J: State Financial Assistance (Florida Single Audit Act)
 * Exhibit K: Advance Project Reimbursement
 * Exhibit L: Landscape Maintenance
 * Exhibit M: Roadway Lighting Maintenance
 * Exhibit N: Traffic Signal Maintenance
 * Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Sarasota

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Legal Review:

_____  ^{DS}

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 456422-1-58-01/456422-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Sarasota (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.700

County	Roadway ID	Roadway Side	Number of Lanes	MP From/To	Section Work Length
Sarasota	17000020	Composite	2	0 / 1.700	1.700

PROJECT DESCRIPTION: Hurricane Milton Permanent Highway Lighting Repair

Construction and CEI work replacing highway lighting along W. North Washington Drive and John Ringling Boulevard to its intersection with Benjamin Franklin Drive and extending to the southerly terminus of Benjamin Franklin Drive to replace lamp heads, arms, wiring harnesses, solar panels, controllers, batteries and other related equipment in connection with the storm damage from Hurricanes Helene and Milton.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:

- 1) The current Florida Greenbook standards, as amended
- 2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:

- 1) The FDOT most current standard specification for road and bridge construction, and
- 2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:

- 1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
- 2) FDOT "Project Development and Environmental Manual"
- 3) The Local Agency Program Manual

The Agency will be responsible for providing the Construction LAP agreement partially executed with the executed Resolution by the agency signed through the agency's authorization process.

The Agency will be responsible for providing Bid Documents & Construction Checklist for reviewed, and approved, and the construction checklist must be signed by the agency and department before the project can be advertised.

For LAP projects that are off-system, the Agency will be responsible for providing the 60%, 90%, and 100% (final) plans submittals along with a signed Engineer's Estimate is needed.

Without the FDOT's review and approval of these documents the project funding, LAP agreement, and NTP will be ineligible to be authorized, encumbered, and fully executed. All items must be reviewed, approved with the LAP agreement fully executed and executed Notice to Proceed issues by the Department prior to any construction related activities, including project advertisement.

Construction related activities conducted prior to the Notice to Proceed will not be reimbursed and may render the entire project ineligible for Federal funding.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction and CEI LAP Agreement to be fully executed: Within the month of June.
- b) Construction to be completed: June 30th, 2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2027 for Construction services.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: CITY OF SARASOTA P.O. Box 1058, Sarasota, FL 34230	FINANCIAL PROJECT NUMBER: 456422-1-58-01 58 456422-1-68-01
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2027 (ACER)	\$ 535,747.00	\$ _____	\$ _____	\$ 535,747.00
FY: 2027 (Local Fund)	\$ 96,809.00	\$ 96,809.00	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 632,556.00	\$ 96,809.00	\$ 0.00	\$ 535,747.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2027 (ACER)	\$ 64,290.00	\$ _____	\$ _____	\$ 64,290.00
FY: 2027 (Local Fund)	\$ 11,617.00	\$ 11,617.00	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 75,907.00	\$ 11,617.00	\$ 0.00	\$ 64,290.00
(Construction Contingency)				
FY: 2027 (Local Fund)	\$ 10,000.00	\$ 10,000.00	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 10,000.00	\$ 10,000.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 718,463.00	\$ 118,426.00	\$ 0.00	\$ 600,037.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon

Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email =
Marquis.daymon@dot.state.fl.us C = US O =
FDOT OU = Local Programs
Date: 2026.08.31 08:24:17 -04'00'

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(7.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.: 20.205
ALN Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site: <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>
Award Amount: \$600,037.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT G

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE
WITH FHWA 1273.**

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT “M”
ROADWAY LIGHTING MAINTENANCE**

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

RESOLUTION NO. 26R-3435

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 BY PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNTS IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY IF ANY OF THE PARTS HEREOF ARE DECLARED INVALID; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 25R-3340 the City has adopted a budget for the fiscal year beginning on October 1, 2025 and ending on September 30, 2026; and

WHEREAS, the City needs to amend said budget so as to provide for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241 (4) (c) Florida Statutes requires such a budget amendment be adopted in the same manner as the original budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The budget for the fiscal year commencing October 1, 2025 is hereby amended by providing for supplemental appropriations in the amounts identified in Exhibit A.

Section 2. Should any section, sentence, clause, part or provision of this Resolution be declared invalid or unenforceable, by a court of competent jurisdiction, the same shall not affect the validity of this Resolution as a whole, or any part hereof other than the part declared to be invalid. Said provision declared to be invalid shall be deemed severed from the remaining provisions of this Resolution.

Section 3. Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of Sarasota, upon reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to adoption, as provided by Article IV, Section 2 of the Charter of the City of Sarasota, this 19th day of October 2026.

Debbie Trice, Mayor

ATTEST:

Shayla Griggs
City Auditor and Clerk

_____	Mayor Trice
_____	Vice Mayor Ohlrich
_____	Commissioner Ahearn-Koch
_____	Commissioner Battie
_____	Commissioner Alpert

EXHIBIT A

City of Sarasota

Budget Amendment

Back up #	Fund	Cost Center	Program	Spend/Revenue Category	Grant/Project	Appropriated Expense	Appropriated Revenue	Use of Fund Balance
Oct - 19	F.1000 General Fund	Support Services Division	Police Specific Donations	Contributions and Sponsorships			\$ 20,000	
	F.1000 General Fund	Support Services Division	Police Specific Donations	Capital – PC & Related Hardware				\$20,000

Description: This budget amendment is to create revenue and expense budgets for a donation received by The Harry Shapiro Charitable Foundation for use by SPD.

ORDINANCE NO. 26-5598

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA, AMENDING THE CITY ZONING CODE, BY AMENDING ARTICLE II, DIVISION 2, DEFINITIONS, SECTION II-201 BY ADDING A DEFINITION FOR “CERTIFIED RECOVERY RESIDENCE”; AMENDING ARTICLE VII, REGULATIONS OF GENERAL APPLICABILITY, DIVISION 14, MISCELLANEOUS STANDARDS, BY CREATING §VII-1403, “CERTIFIED RECOVERY RESIDENCES”; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF REASONABLE ACCOMMODATIONS; PROVIDING FOR SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has determined that a person suffering from addiction has a higher success rate of achieving long-lasting sobriety when given the opportunity to build a stronger foundation by living in a recovery residence while receiving treatment or after completing treatment; and

WHEREAS, in 2025, the Florida Legislature passed SB 954 which the Governor signed into law, thus creating Chapter 2025-182, amending Chapter 397, Florida Statutes, pertaining to the establishment of a process for review and approval of certified recovery residences in cities and counties; and

WHEREAS, the new version of Florida Statute § 397.487(15)(a) mandates the following:

Each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence;

and

WHEREAS, this new statutory language necessitates revisions to the City’s Zoning Code; and

WHEREAS, the City Commission intends for this Ordinance and all actions of the City pursuant this Ordinance to be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF SARASOTA, FLORIDA, THAT:

Section 1. That the Zoning Code of the City of Sarasota, Florida, Article II, Division 2, Definitions, Section II-201 is hereby amended by adding the following definition to read as follows

which shall be codified in alphabetical order and incorporated with definitions existing in the City of Sarasota Zoning Code:

Certified recovery residence is defined as set forth in Section 397.311(5), Florida Statutes, as it may be amended from time to time.

Section 2. That the Zoning Code of the City of Sarasota, Florida, Article VII, Regulations of General Applicability, is hereby amended by adding a section to be numbered as follows: Section VII-1403. – Certified Recovery Residences, and said section shall read as follows:

Sec. VII-1403. – Certified Recovery Residences.

(a) Review and approval of certified recovery residences.

(1) Purpose. The purpose of this section is to implement a procedure for processing, reviewing, and approving certified recovery residences and requests for reasonable accommodations from any City land use regulation that may prohibit the establishment of a certified recovery residence in the City.

(2) Application submittal. A request by an applicant for the approval of a certified recovery residence, or for reasonable accommodation from any of the City's land use regulations that may prohibit the establishment of a certified recovery residence, shall be submitted by the applicant, in writing, to the City Auditor and Clerk. Upon receipt of the application, the City shall date-stamp the application and, if additional information is required, notify the applicant in writing within thirty (30) days after receipt of the application and allow the applicant at least thirty (30) days to respond.

(b) Final Determination. If the establishment of a certified recovery residence complies with the Zoning Code and is consistent with the City's Comprehensive Plan and other applicable laws, approval of the application shall be rendered administratively by Development Services Director. In the event the applicant requests reasonable accommodation from any of the City's land use regulations, a final determination on the application shall be issued by the City Commission, in accordance with the terms set forth in this section. In

either event, a final determination on the application shall be issued within sixty (60) days after receipt of the completed application. If a final determination is not issued within sixty (60) days after receipt of the completed application, the request is deemed approved, unless the applicant and the City agree, in writing, to a reasonable extension of time. The final determination must:

(1) Approve the request in whole or in part, with or without conditions; or

(2) Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

(c) *Application Contents.* An application submitted pursuant to this section must include, at a minimum, the following information:

(1) The name and contact information of the applicant or the applicant's authorized representative;

(2) The property address and parcel identification number;

(3) A description of the accommodation requested and the specific regulation or policy from which relief is sought; and

(4) Any other information requested on the application form requested by the City.

(d) *Findings for Reasonable Accommodations.* In determining whether the reasonable accommodation request shall be granted or denied, the applicant shall be required to establish, at a minimum:

(1) The property that is the subject of the request for reasonable accommodation will be used as a certified recovery residence pursuant to Chapter 397, Florida Statutes;

(2) The requested accommodation is necessary to establish the property as a certified recovery residence; and

(3) The applicant agrees to adhere to the requirements set forth in Chapter 397, Florida Statutes, throughout the use of the property as a certified recovery residence.

(e) Revocation of Reasonable Accommodations. Any reasonable accommodation approved by the City Commission shall be deemed revoked if the applicant or the property upon which the reasonable accommodation is granted is found, by a court of law or by the special magistrate, to have violated a condition of approval or if the certification or licensure required under Chapter 397, Florida Statutes, for the certified recovery residence lapses, is revoked, or otherwise fails to be maintained, and the certification or licensure is not reinstated within 180 days of the date of lapse, revocation, or other means of expiration.

Section 3. For purposes of codification of any existing section of the City of Sarasota code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 4. If any section, subsection, sentence, clause, provision, or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the City Commission would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 5. The Codifier shall codify the substantive amendments to the City of Sarasota Code of Ordinances contained in Sections 1 and 2 of this Ordinance as provided for therein and shall not codify the exordial clauses or any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(5), this Ordinance shall take effect immediately upon adoption.

PASSED on first reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to first reading, as authorized by Article IV, Section 2, Charter of the City of Sarasota, Florida this _____ day of _____, 2026.

PASSED on second reading and finally adopted this _____ day of _____, 2026.

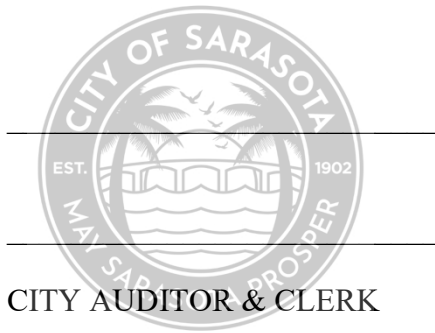
CITY OF SARASOTA, FLORIDA

BY:

MAYOR

ATTEST:

BY:



_____ Mayor Trice

_____ Vice Mayor Ohlrich

_____ Commissioner Ahearn-Koch

_____ Commissioner Alpert

_____ Commissioner Battie

ORDINANCE NO. 26-5609

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA ADOPTING A TABLE OF ORGANIZATION FOR CITY GOVERNMENT FOR FISCAL YEAR 2026-2027 AS REQUIRED BY CITY CHARTER; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article V of the Charter of the City of Sarasota provides that the City Manager shall be the chief administrator of the City and shall be responsible to the City Commission for the proper administration of all affairs of the City; and,

WHEREAS, Article V, Section 5, paragraph b of the Charter of the City of Sarasota provides that the City Manager shall annually submit to the City Commission a proposed balanced budget together with a table of organization of the City for the ensuing fiscal year; and,

WHEREAS, Article IV, Section 10 of the Charter of the City of Sarasota provides that the City Commission shall annually approve a balanced budget and a table of organization identifying all functions of City government.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The Table of Organization of the City of Sarasota, Florida appended to this ordinance and incorporated by reference herein as Exhibit "A" is hereby approved and adopted as the official Table of Organization for the City of Sarasota for Fiscal Year 2026-27 (October 1, 2026 through September 30, 2027).

Section 2. The City Manager and the City Auditor and Clerk are hereby authorized to consolidate or to re-organize departments or operations within their respective areas of responsibility which would revise the adopted Table of Organization during Fiscal Year 2026-27; provided that: (1) Operating costs to the

City are not increased as a result of such consolidation or re-organization; and, (2) The consolidation or re-organization is consistent with existing City codes and regulations; and, (3) Such re-organization or consolidation is memorialized in a writing to the City Commission and placed on a City Commission regular meeting agenda for informational purposes. Any such consolidation or re-organization shall be deemed temporary until the end of the fiscal year and shall be approved by ordinance of the City Commission in order to continue in effect past the end of the fiscal year. In the event that operating costs to the City would be increased as a result of a consolidation or re-organization proposed by the City Manager or the City Auditor and Clerk, such consolidation or re-organization must be approved by ordinance of the City Commission in order to become effective. In the event that a consolidation or re-organization proposed by the City Manager or the City Auditor and Clerk would not be consistent with existing City codes and regulations, then such codes or regulations must be amended in order for the proposed consolidation or re-organization to become effective. Notwithstanding any of the foregoing, the City Manager and the City Auditor and Clerk are authorized to make changes in the "chain of reporting" within their respective areas of responsibility and such changes shall not be deemed "consolidation or re-organization" within the scope of this section.

Section 3. Should any section, sentence, clause, part or provision of this ordinance be declared invalid or unenforceable by a court of competent

jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof other than the part declared to be invalid.

Section 4. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall take effect immediately upon second reading.

PASSED on first reading by title only, after posting for public viewing at City Hall for at least three (3) days prior to first reading, as authorized by Article IV, Section 2, Charter of the City of Sarasota, Florida this ____ day of September, 2026.

PASSED on second reading and finally adopted this ____ day of September, 2026.

City of Sarasota

Debbie Trice, Mayor

ATTEST:

Shayla Griggs
City Auditor and Clerk



CITY OF SARASOTA

TABLE OF ORGANIZATION



ORDINANCE NO. 26-5602

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA, EXPANDING THE APPLICABILITY OF CHAPTER 34.5 OF THE CITY CODE, ENTITLED VACATION RENTALS, TO VACATION RENTALS LOCATED IN THE DOWNTOWN NEIGHBORHOOD ZONE DISTRICT (DTN) AS MORE FULLY SPECIFIED HEREIN; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; PROVIDING FOR READING BY TITLE ONLY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it was originally brought to the attention of the City Commission by residents of St. Armands Key and Lido Key that the proliferation of vacation rentals ostensibly built and permitted as single-family dwellings on the barrier islands in the City was diminishing the quality of life for longer term residents and was undermining the stability of residential neighborhoods on the barrier islands as homes for permanent residents; and,

WHEREAS, on May 4, 2021, the City Commission adopted Ordinance 21-5353 adding Chapter 34.5, entitled Vacation Rentals, to the Code of the City of Sarasota and making said Chapter 34.5 apply to specified vacation rentals located in "residential zones" within the Coastal Islands Overlay District established by Section VI-907 of the Zoning Code; and,

WHEREAS, Sections VI-201 and VI-301 of the Zoning Code provide that when the Code refers to "residential zones" it is referring to both the single-family residential zones enumerated in Article III, Division 2 of the Zoning Code and the multiple-family residential zones enumerated in Article III, Division 3 of the Zoning Code; and,

WHEREAS, the usual standard of judicial review applied to determine the constitutional validity of a regulatory ordinance such as Chapter 34.5 of the City Code that does not infringe on fundamental constitutional rights (e.g. freedom of speech or religion or discriminate against a suspect class) is the so-called "rational basis" test; and,

WHEREAS, the rational basis test breaks down into two core questions to evaluate ordinance validity; first, the ordinance must have a valid municipal purpose; and second, there must be a rational, logical connection between such valid municipal purpose and the means utilized by the ordinance to achieve that purpose; and,

WHEREAS, the City of Sarasota vacation rental ordinance (codified in Chapter 34.5 of the City Code) is based on legislative findings that: (1) Vacation rentals are a business use that is inherently incompatible with neighborhoods that are predominately residential with permanent residents; and that: (2) The operation of vacation rentals *in these neighborhoods* has a tendency to undermine and erode their long term stability; and,

WHEREAS, in accordance with these legislative findings, the valid municipal purpose behind Ordinance 21-5353 was to promote the long term stability of established "predominately residential" neighborhoods as well as to mitigate the inherent incompatibility of the business vacation rental uses with residences in these neighborhoods; and,

WHEREAS, the means utilized to achieve the valid municipal purpose as above stated, is to require vacation rentals operating in residential neighborhoods within residential zones (i.e. in primarily residential areas) to obtain an annual Certificate of Registration from the City because these vacation rentals could be detrimental to the neighborhoods within residential zones if not monitored; and,

WHEREAS, Ordinance 21-5353 applied to vacation rentals located on the barrier islands within the seven (7) zone districts identified in Article VI, Division 2 of the Zoning Code as "Single-Family Zone Districts." These districts are the RSF-E, RSF-1, RSF-2, RSF-3, RSF-4 zones as well as the RSM-9 (Residential Single, Multiple) and RTD-9 (Residential Transition District) zone districts. The Code provides that the primary principal use in the residential single-family zone districts is the residential use category known as "household living." Therefore, based on the Zoning Code it can be stated that properties in these 7 zone districts are "predominately residential" and,

WHEREAS, Ordinance 21-5353 also applied to vacation rentals located on the barrier islands within the seven (7) zone districts identified in Article VI, Division 3 of the Zoning Code as "Multiple-Family Zone Districts." These districts are the RMF-1, RMF-2, RMF-3, RMF-4, RMF-5, RMF-6 and RMF-7 zone districts. The Code provides that the primary principal use in the residential multiple-family zone districts is the residential use category known as "household living." Therefore based on the Zoning Code it can be stated that properties in these 7 zone districts are "predominately residential:" and,

WHEREAS, there was a rational basis for adoption of Ordinance 21-5353 and also a rational connection between the valid municipal goal of the ordinance and the means chosen to achieve the goal because Certificates of Registration are only required for vacation rentals located within the above listed 14 zone districts which are all intended by the Zoning Code to be predominately residential in character; and,

WHEREAS, applying the ordinance to vacation rentals located in zone districts that are not primarily residential would be arbitrary and irrational because it would not help to achieve the valid purpose of the ordinance, which is to preserve the long term stability of residential neighborhoods and to avoid the erosion of their residential character; and,

WHEREAS, subsequent to the adoption of Ordinance 21-5353, the City Commission began to receive more input from mainland residents living outside of the Coastal Islands Overlay District to the effect that vacation rentals were becoming more of a quality of life problem in their residential neighborhoods as well; and,

WHEREAS, consequently, on February 5, 2024, the City Commission adopted Ordinance 24-5506 to provide that Chapter 34.5 requiring a Certificate of Registration for vacation rentals would be applicable to vacation rentals in all residential single family and residential multiple family zone districts not just on the barrier islands, but city wide; and,

WHEREAS, the use of the term "city wide" in Ordinance 24-5506 created the impression for many citizens that Ordinance 24-5506 applied to vacation rentals located anywhere in the City, rather than only in "residential zones" or zones that are "predominately residential"; and,

WHEREAS, as it had been for Ordinance 21-5353 regulating vacation rentals on the barrier islands, the valid municipal purpose behind Ordinance 24-5506 extending the application of the vacation rental regulations to the mainland was to protect the stability of established residential neighborhoods; and,

WHEREAS, applying Ordinance 24-5506 to vacation rentals located in zone districts that are not predominately residential would not have been rationally related to serving the purpose of the ordinance, and therefore could have caused the ordinance to fail the rational basis test had it been challenged; and,

WHEREAS, a municipal ordinance can be challenged on the basis that it is irrational and arbitrary, either because the ordinance does not identify or does not have a valid municipal or governmental purpose, or because the regulations imposed by the ordinance do not serve the valid municipal purpose that is identified,

WHEREAS, for example, it would be most difficult to establish a rational connection between the purpose of Ordinance 24-5506 and a requirement that Certificates of Registration be obtained for vacation rentals in the DTE and DTNE zone districts because these two zones are implementing zones for the Urban Edge future land use classification and according to the City's Comprehensive Plan, a goal of this future land use classification is "to achieve a percentage mix distribution of fifty-percent (50%) residential land uses and fifty-percent (50%) non-residential land uses"; and,

WHEREAS, Ordinance 24-5506, expanding the regulation of vacation rentals from the barrier islands to the mainland intentionally provided that the ordinance would apply only to vacation rentals located in "residential zones" and this was simply a carry over from the initial Ordinance 21-5353; and,

WHEREAS, subsequent to the adoption of Ordinance 24-5506, citizens began to take note that the ordinance did not expand the applicability of Chapter 34.5 of the City Code regulating vacation rentals to all neighborhoods within the City; but only to those neighborhoods within residential zone districts; and,

WHEREAS, to have provided that Chapter 34.5 of the Code only applies within residential neighborhoods in the City without reference to particular zone districts would have been too nebulous a description of where the regulations were to be applied; and,

WHEREAS, after further concerns were brought forward, the City Commission requested that staff conduct a study in part to determine whether expanding the regulation of vacation rentals to zone districts other than those currently listed in the vacation rental ordinance was warranted; and staff found that the majority of valid complaints received about vacation rentals operating outside of the listed residential zones were regarding vacation rentals operating within the Downtown Neighborhood (DTN) zone district; and,

WHEREAS, Section VI-1001 of the Zoning Code classifies the Downtown Neighborhood (DTN) zone as one of the "downtown zones", along with Downtown Neighborhood Edge (DTNE), Downtown Core (DTC) and Downtown Bayfront (DTB); and,

WHEREAS, a review of the characteristics and attributes of the DTN zone district found in the Sarasota City Plan and in the Zoning Code indicates that there are certain differences between what the Zoning Code currently describes as "residential zones" and the DTN zone, (classified as a "downtown zone") which must be acknowledged. However, at the same time, there is also an important similarity between the residential zones where Chapter 34.5 currently applies and the DTN zone because the Comprehensive Plan and the Zoning Code intend that the DTN zone be "primarily residential" and the existing DTN zoned area is, in fact primarily residential; and,

WHEREAS, the Downtown Neighborhood (DTN) zone district is the sole implementing zone district within the Urban Neighborhood Future Land Use classification which means that all properties zoned DTN are also classified as Urban Neighborhood on the Future Land Use Map of the Comprehensive Plan (Sarasota City Plan); and,

WHEREAS, the percentage distribution and mix of land uses within the Urban Neighborhood future land use classification allows for up to one hundred percent (100%) residential development of the total land area; however it also allows for up to five percent (5%) non-residential development within each "individual contiguous neighborhood;" and,

WHEREAS, the Sarasota City Plan provides that the dominant uses in the Urban Neighborhood Future Land Use Classification (and thus within the Downtown Neighborhood zone) are residential dwellings including single family houses and multiple-family structures and that although *primarily residential in nature*, the Urban Neighborhood classification provides for mixed-use development with non-residential uses allowed on a limited basis (emphasis supplied); and,

WHEREAS, when describing the General Characteristics of the Urban Neighborhood future land use classification, the Sarasota City Plan recites that areas within

this classification are planned to compact, pedestrian-friendly, and *primarily residential*; (emphasis supplied) and,

WHEREAS, Section VI-1001(c) of the Zoning Code states that the Downtown Neighborhood (DTN) zone district is *primarily residential*, but also allows for a mixture of land uses. Low-intensity office, retail, and *lodging uses* may be permitted *in limited amounts* and retail stores are confined to corner lots (emphasis supplied); and,

WHEREAS, vacation rentals are designated by the Florida Statutes as public lodging establishments the same as hotels, motels and bed and breakfasts; however these more traditional public lodging establishments are restricted by City zoning regulations from locating in residential single family zone districts and in residential multi-family zone districts (collectively "residential zones"); and,

WHEREAS, although hotels, motels and other temporary lodging establishments are prohibited uses in residential zones; hotels, motels and other temporary lodging are allowable as a minor conditional use in the DTN zone and are allowed as permitted uses in the other downtown zone districts; and,

WHEREAS, the City Commission finds that the existing character of the areas within the DTN zone district is predominately residential and that the non-residential land uses potentially allowable within the zone are limited and not well established throughout the zone and that these existing conditions justify expanding the applicability of the vacation rental ordinance to vacation rentals in the DTN zone; and,

WHEREAS, the City Commission therefore also finds that the following findings made in the context of Ordinances 21-5353 and 24-5506 with regard to vacation rentals operating in residential zones can equally apply to vacation rentals operating in residential neighborhoods within the Downtown Neighborhood (DTN) zone district; and,

WHEREAS, the prior findings referred to above include (1) a finding that vacation rentals located within established residential neighborhoods can disturb the quiet nature and atmosphere of residential neighborhoods and the residents right to the peaceful use and enjoyment of their homes; (2) a finding that the recurring periodic occupancy of vacation rentals in residentially zoned neighborhoods tends to erode the residential character of those neighborhoods and undermines the long term stability of those neighborhoods; (3) a finding that it is necessary and appropriate and in the best interests of the public health, safety and welfare to monitor and to provide a reasonable means for impacted residents to mitigate the adverse impacts of vacation rentals in their neighborhoods; and (4) a finding that an ordinance to monitor and regulate certain vacation rentals would "help to promote the stability of existing residential neighborhoods" and also "help to achieve a greater level of compatibility between resident occupied homes and visitor occupied vacation rentals"; and

WHEREAS, the City Commission believes the similarity between the DTN zone and the City's designated "residential zones" is that both are predominately residential

areas and this justifies the expansion of the vacation rental regulations in Chapter 34.5 of the City Code into the DTN zone; and,

WHEREAS, there is a "rational basis" to expand the application of the City's vacation rental ordinance to vacation rentals located in the Downtown Neighborhood zone because the existing development in this zone is predominately residential neighborhoods, which makes the zone more similar in character to the zones classified as "residential zones" than to the other "downtown zones." The classification of the DTN zone as a "downtown zone" has more to do with its proximity to downtown Sarasota than on characteristics shared with the other downtown zones.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF SARASOTA, FLORIDA

Section 1. The Code of the City of Sarasota, Florida Chapter 34.5, Vacation Rentals; Article I, In General; Section 34.5-2, Statement of Intent, is hereby amended and as shown below. Deleted text is shown in ~~strike-through~~ format. New text is shown in underline format.

Section 34.5-2 Statement of Intent

It is the intent of this Chapter to regulate vacation rentals as defined by the Florida Statutes but excluding those vacation rentals in condominiums and cooperatives. It is the further intent of this ordinance to regulate those vacation rentals in any individually or collectively owned single family, two family, three family, and four family house or dwelling units located in residential zones and located in the Downtown Neighborhood (DTN) zone within the City of Sarasota. The term "residential zones", as used in this section, shall mean those residential single-family zone districts listed in Sec. VI-201(b) of the Zoning Code and those residential multiple-family zone districts listed in Sec. VI-301(b) of the Zoning Code.

The general purposes of this Chapter are to ensure to the City's residents the tranquility and peaceful enjoyment of their homes and their neighborhoods; to mitigate

incompatibilities between vacation rentals and resident occupied homes and to protect the health, safety, and welfare of the occupants of vacation rentals and their guests and to encourage them to be respectful of the residents of the neighborhood in which they are vacationing. The City intends to address complaints associated with unsupervised vacation rentals (including by way of illustration and not limitation, over-occupancy, open and late night parties, excessive noise, parking on public sidewalks and excessive trash and garbage accumulation) in the manner set forth herein, including, but not limited to establishing a mandatory registration system for vacation rentals; specifying maximum occupancy limits; requiring inspections; and requiring the owner of a vacation rental to designate an individual or two individuals to be responsible for the vacation rental.

This Chapter is not intended to regulate and shall not apply to those rentals where the owner of the rental resides on the property and is present on site during a guest stay. This Chapter is not intended to regulate and shall not apply to those rentals that are only rented for periods of thirty (30) days or more.

Section 2. The Code of the City of Sarasota, Florida Chapter 34.5, Vacation Rentals; Article I, In General; Section 34.5-3, Definitions, is hereby amended to revise the definition of the term "*pre-existing rental agreement*" as shown below. Deleted text is shown in ~~strike-through~~ format. New text is shown in underline format.

Section 34.5-3. Definitions

For purposes of this Chapter, the following terms, words, and phrases shall have the meaning set forth in this section. Whenever applicable, the singular shall include the plural.

(i) *Pre-existing rental agreement* For vacation rentals within the Coastal Islands Overlay District, means a written agreement with prospective occupants that was already in existence and fully executed on or before May 4, 2021 and in which the occupants' tenancy is arranged for a period of longer than one week. For vacation rentals in residential zones outside the Coastal Islands Overlay District, a pre-existing rental agreement means a written agreement with prospective occupants that was already in existence and fully executed on or before February 5, 2024 and in which the occupants' tenancy is arranged for a period of longer than one week. For vacation rentals in the Downtown Neighborhood (DTN) zone outside the Coastal Islands Overlay District, a pre-existing rental agreement means a written agreement with prospective occupants that was already in existence and fully executed on or before (effective date of ordinance to be filled in), and in which the occupant's tenancy is arranged for a period of longer than one week.

Section 3. The Code of the City of Sarasota, Florida Chapter 34.5, Vacation Rentals; Article II, Registration Required; Section 34.5-4, Mandatory registration, subparagraph (a) is hereby amended as shown below. Deleted text is shown in ~~strike~~ through format. New text is shown in underline format.

ARTICLE II. REGISTRATION REQUIRED

Section 34.5-4 Mandatory registration – Initial certificate of registration

(a) No vacation rental (as defined in Section 34.5-3(j) above) shall be rented or offered for rent without a current valid certificate of registration (as defined in Section 34.5-3(b) above). Failure to possess a current valid certificate of registration while renting or allowing a vacation rental to be occupied is a violation of this section. The City shall

cause to be posted on its website a summary of the obligations of a vacation rental owner regarding the registration and operation of a vacation rental in accordance with this Chapter.

(1) ~~This subsection shall apply to vacation rentals located within the Coastal Islands Overlay District established by Section VI 907 of the Zoning Code. Every vacation rental owner, either personally or through an agent, shall apply to the City for an initial certificate of registration, in accordance with instructions to be posted on the City's website, no earlier than January 3, 2022 and by no later than March 1, 2022 and shall obtain a certificate of registration by no later than June 1, 2022.~~ Owners of vacation rentals who open a new vacation rental ~~after March 1, 2022~~ shall apply for an initial certificate of registration prior to renting or allowing occupancy of the vacation rental at any time of year. Owners of vacation rentals ~~who become owners after March 1, 2022~~ shall apply for an initial certificate of registration at any time of year ~~prior to acquiring ownership or by no later than fifteen (15) days after acquiring ownership.~~ A separate certificate of registration is required for each vacation rental. The operation of a vacation rental without a certificate of registration ~~after June 1, 2022~~ shall be a violation of this section. Every day of such operation without registration shall constitute a separate violation.

(2) This subsection shall apply to vacation rentals located ~~on the mainland and not located within the Coastal Islands Overlay District~~ Downtown Neighborhood (DTN) zone district. Every vacation rental owner, either personally or through an agent, shall apply to the City for an initial certificate of registration, in accordance with instructions to be posted on the City's website, no earlier than ~~July 1, 2024~~ January 1, 2027, and by no later than ~~October 31, 2024~~ April 1, 2027, and shall obtain a certificate of registration by no later than ~~January 1, 2025~~ July 1, 2027. Owners of vacation rentals who open a new vacation rental

after July 1, ~~2024~~ 2027 shall apply for an initial certificate of registration ~~at any time of year prior to acquiring ownership or~~ by no later than fifteen (15) days after acquiring ownership. A separate certificate of registration is required for each vacation rental. The operation of a vacation rental without a certificate of registration after ~~January 1, 2025~~ July 1, 2027 shall be a violation of this section. Every day of such operation without registration shall constitute a separate violation. Notwithstanding Section 34.5-5(b), every initial certificate of registration issued for a vacation rental located within the Downtown Neighborhood (DTN) zone district pursuant to this Section 34.5-4(a)(2) prior to December 31, 2027 shall be valid through December 31, 2028.

Section 4. The Code of the City of Sarasota, Florida Chapter 34.5, Vacation Rentals; Article III, Standards for Vacation Rentals; Section 34.5-16, Maximum Occupancy, is hereby amended as shown below. Deleted text is shown in ~~strike-through~~ format. New text is shown in underline format.

Section 34.5-16 Maximum Occupancy

(a) Maximum occupancy for vacation rentals in residential single family zone districts shall be two (2) persons per bedroom, plus two (2) additional persons per property or ten (10) persons, whichever is less. Children under six (6) years of age shall not be included in the calculation of maximum occupancy. Maximum occupancy for vacation rentals in residential multiple family zone districts and in the Downtown Neighborhood (DTN) zone district shall be two (2) persons per bedroom, plus two additional persons per property or twelve (12) persons, whichever is less. Children under six (6) years of age shall not be included in the calculation of maximum occupancy.

(b) Notwithstanding the maximum occupancy limits of subsection (a), a vacation rental located within the ~~Coastal Islands Overlay District~~ Downtown Neighborhood (DTN) zone district that was lawfully used as a vacation rental as of ~~May 4, 2024~~ **(effective date of this ordinance to be filled in)** may have a higher maximum occupancy limitation in accordance with this subsection (b). As to the application of the maximum occupancy limitation of subsection (a) to vacation rentals lawfully in existence as of ~~May 4, 2024~~ **(effective date of this ordinance to be filled in)** it is acknowledged that there are vacation rentals that could qualify for a higher maximum occupancy limit, if the limit were set higher, based on the number of bedrooms in the vacation rental. In an effort to recognize reasonable investment backed expectations and yet balance and protect the interests of residents in surrounding single family homes which are not vacation rental properties, there shall be a phasing in of maximum occupancy in accordance with ~~the schedule below~~ subsection 34.5-16(b)(1) below. No special vesting process or fee shall be required to obtain this vesting benefit other than demonstrating eligibility through the certificate of registration process.

(1) The maximum occupancy for vacation rentals located within the Downtown Neighborhood (DTN) zone district and lawfully in existence on ~~May 4, 2024~~ **(effective date of this ordinance to be filled in)** shall temporarily be capped at no more than sixteen (16) provided that all the requirements to obtain a certificate of registration in accordance with Section 34.5-5 are satisfied and a certificate of registration is issued. This maximum occupancy limit shall remain in effect from ~~June 1, 2022~~ July 1, 2027 through ~~December 31, 2023~~ December 31, 2028.

(2) ~~The maximum occupancy for vacation rentals lawfully in existence on May 4, 2021 shall be reduced from sixteen (16) to fourteen (14) for the one (1) year period commencing January 1, 2024 through December 31, 2024 provided that all requirements to obtain a certificate of registration in accordance with Section 34.5-5 are satisfied and a certificate of registration is issued. After December 31, 2028, the maximum occupancy for all vacation rentals within the Downtown Neighborhood (DTN) zone district shall be as provided in subparagraph 34.5-16(a) above.~~

(c) Notwithstanding the maximum occupancy limits of subsection (a), a vacation rental located ~~on the mainland~~ in a residential zone outside of the Coastal Islands Overlay District that was lawfully used as a vacation rental as of February 5, 2024, may have a higher maximum occupancy limitation in accordance with this subsection (c). As to the application of maximum occupancy limitation of subsection (a) to vacation rentals lawfully in existence as of February 5, 2024, it is acknowledged that there are vacation rentals that could qualify for a higher maximum occupancy limit, if the limit were set higher, based on the number of bedrooms in the vacation rental. In an effort to recognize reasonable investment backed expectations and yet balance and protect the interests of residents in surrounding single family homes which are not vacation rental properties, there shall be a phasing in of maximum occupancy in accordance with the schedule below. No special vesting process or fee shall be required to obtain this vesting benefit other than demonstrating eligibility through the certificate of registration process.

(1) The maximum occupancy for vacation rentals lawfully in existence on February 5, 2024 shall temporarily be capped at no more than sixteen (16) provided that all the requirements to obtain a certificate of registration in accordance with Section 34.5-5

are satisfied and a certificate of registration is issued. This maximum occupancy limit shall remain in effect from January 1, 2025 through December 31, 2025.

(2) The maximum occupancy for vacation rentals lawfully in existence on February 5, 2024 shall be reduced from sixteen (16) to fourteen (14) for the one (1) year period commencing January 1, 2026 through December 31, 2026 provided that all requirements to obtain a certificate of registration in accordance with Section 34.5-5 are satisfied and a certificate of registration is issued. After December 31, 2026, the maximum occupancy for all vacation rentals located in residential zones outside of the Coastal Islands Overlay District shall be as provided in subsection 34.5-16(a) above.

~~(d) After December 31, 2024, the maximum occupancy for all vacation rentals within the Coastal Islands Overlay District shall be as provided in subparagraph 34.5-16(a) above. After December 31, 2026, the maximum occupancy for all vacation rentals located on the mainland outside of the Coastal Islands Overlay District shall be as provided in subsection 34.5-16(a) above.~~

~~(e)~~ (d) The maximum occupancy limitations set forth in subparagraphs (b) (1) and ~~(b) (2)~~ above and in subparagraphs (c)(1) and (c)(2) above shall not apply in the event two (2) or more adjudicated violations of this Chapter, another provision of the City Code or the City Zoning Code occur at the vacation rental and shall not apply in the event the vacation rental is sold or title to the vacation rental is otherwise transferred.

Section 34.5-17 Exemption from maximum occupancy limits for pre-existing rental agreements

(a) The maximum occupancy limits contained in Section 34.5-16(a), (b) and (c) above shall not apply to occupancy pursuant to a pre-existing rental agreement as

defined in Section 34.5-3(i). Notwithstanding any other provision of this Chapter, occupancy pursuant to pre-existing rental agreements are exempt from the maximum occupancy limits of this Chapter.

(b) If an owner of a vacation rental is cited for a violation of Section 34.5-16 when the vacation rental is occupied under the terms of a pre-existing rental agreement, the vacation rental owner may defend against such citation based on the fact that the vacation rental was exempt from the maximum occupancy limits of Section 34.5-16 due to occupancy under a pre-existing rental agreement.

(c) The maximum occupancy limits contained in Sections 34.5-16(a), (b) and (c) above shall not apply to occupancy pursuant to a pre-existing rental agreement if the pre-existing rental agreement has been assigned by the owner to a subsequent owner or to any third party and shall not apply to occupancy pursuant to a pre-existing rental agreement if the occupants are not the occupants identified in the pre-existing rental agreement.

Section 5. In the event that any word(s), phrase(s), portion(s), section(s), subsection(s) of this Chapter is (or are) contrary to law, or against public policy, or shall for any reason whatsoever be held invalid, illegal or unconstitutional by any court of competent jurisdiction, such word(s), phrase(s), portion(s), section(s), subsection(s) of this Chapter shall be null and void and shall be deemed severed and shall be a separate, distinct and independent provision from the remaining provisions of this Chapter; and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sections or subsections of this Chapter, which shall remain in full force and effect.

Section 6. This ordinance shall take effect immediately upon second reading. However, the maximum occupancy limit provisions of Section 34.5-16 and the provisions of Section 34.5-18 regulating advertising shall become effective on July 1, 2027 so as to coincide with the deadline for issuance of initial certificates of registration under Section 34.5-4(a).

PASSED on first reading by title only, after posting for public viewing at City Hall for at least three (3) days prior to first reading, as authorized by Article IV, Section 2, Charter of the City of Sarasota, Florida this _____ day of _____, 2026.

PASSED on second reading and finally adopted this _____ day of _____, 2026.

Debbie Trice, Mayor

ATTEST:

Shayla Griggs, City Auditor and Clerk

_____ Mayor Debbie Trice
_____ Vice Mayor Kathy Kelley Ohlrich
_____ Commissioner Jen Ahearn-Koch
_____ Commissioner Liz Alpert
_____ Commissioner Kyle Scott Battie

ORDINANCE NO. 26-5613

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA, PROVIDING THAT CHAPTER 34.5 OF THE CITY CODE, ENTITLED VACATION RENTALS, SHALL BE AMENDED TO CLARIFY REGISTRATION AND RENEWAL PROCEDURES; TO UPDATE APPLICATION AND INSPECTION REQUIREMENTS; TO ADD NEW DEFINITIONS AND MODIFY EXISTING DEFINITIONS; TO ADD NEW FEES PERTAINING TO INSPECTIONS AND CHANGE IN DESIGNATED RESPONSIBLE PARTY; TO INCREASE CURRENT FEES; AND TO CLARIFY ADVERTISING REQUIREMENTS FOR VACATION RENTALS; ALL AS MORE FULLY SPECIFIED HEREIN; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; PROVIDING FOR READING BY TITLE ONLY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and Chapter 166 Florida Statutes provide municipalities with the authority to exercise any power for municipal purposes except when prohibited by law; and,

WHEREAS, Section 509.032(7)(b) Florida Statutes prohibits municipalities from enacting a local law, ordinance or regulation to prohibit "vacation rentals" and further provides that a municipality may not regulate the duration or frequency of guest stays in a vacation rental. However, this statutory prohibition does not apply to any local laws, ordinances or regulations adopted on or before June 1, 2011; and,

WHEREAS, prior to June 1, 2011, the City of Sarasota Zoning Code contained provisions essentially stating that occupancy of houses where the tenancy is arranged for a period of one week or less is not considered to be a residential use or "household living" allowed in residential zone districts, but is considered to be a form of transient lodging not permitted in residential zone districts; and,

WHEREAS, the City of Sarasota Zoning Code, by means of provisions that were in existence on June 1, 2011, currently regulates the duration of stays in vacation rentals located in residential zone districts by requiring that a minimum stay exceed one week, and such regulation is lawfully "grandfathered in" pursuant to Section 509.032(7)(b) Florida Statutes; and,

WHEREAS, Section 509.013 Florida Statutes makes a distinction between "transient public lodging establishments" which are rented, advertised or held out for rental to guests *more than* three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less; and "non-transient public lodging

establishments" which are rented, or advertised or held out for rental to guests for periods of *at least* 30 days or one calendar month, whichever is less; and,

WHEREAS, Section 509.242(1)(c) Florida Statutes further classifies transient public lodging establishments into seven categories including hotels, motels, and bed and breakfast inns. One of these 7 categories is called "vacation rental" which is defined to mean "any unit or group of units in a condominium or cooperative or any individually or collectively owned single family, two family, three family or four family house or dwelling unit" that is also a transient public lodging establishment, but that is not a timeshare project; and,

WHEREAS, vacation rentals are designated by the Florida Statutes as public lodging establishments the same as hotels, motels and bed and breakfasts; however these more traditional public lodging establishments are restricted by City zoning regulations from locating in single family zone districts and in multi-family zone districts; and,

WHEREAS, rental of single family houses or dwelling units located in residential zone districts as vacation rentals, is in essence a commercial business that is basically incompatible with the long term stability of residential neighborhoods; and,

WHEREAS, rental of single family, two family, three family or four family houses or dwelling units in residential neighborhoods to transient visitors can result in adverse impacts to those neighborhoods including, but not necessarily limited to increased noise at all hours of the day or night, problems with garbage collection, litter, parking and crime, changes to the private residential character of a neighborhood including a lack of certainty as to the identity of occupants of neighboring properties, and a corresponding decline in the shared sense of community; and,

WHEREAS, the primary reasonable investment backed expectation of most individuals who own a single family residential house in the City of Sarasota is the use of the house as a residence and not as a vacation rental to earn income from transient occupants; and,

WHEREAS, the owners of vacation rentals often do not live in the neighborhood of the properties they rent to visitors and do not personally experience the decline in quality of life and negative impacts associated with unregulated vacation rentals in those neighborhoods; and,

WHEREAS, vacationing occupants of vacation rentals do not share a sense of community with adjacent and nearby neighborhood residents and because they are "on vacation" tend to act more freely away from their normal daily home and work routine, which can lead to excessive, intrusive, raucous or rowdy behavior disturbing the nearby residents' right to the quiet and peaceful enjoyment of their homes and the probability of such behavior is greater in higher occupancy vacation rentals; and,

WHEREAS, as a local government, the City is limited in its ability to enter private property to address unruly, inconsiderate or otherwise inappropriate behavior, leaving a broad range of activities to occur within vacation rentals that would not be tolerated in traditional public lodging establishments such as a hotel, an inn, or a bed and breakfast under on site management; and,

WHEREAS, because of such behavior and because of other issues created by vacation rentals, the City has a need to identify the owners of these vacation rentals and be able to better communicate with the owners or their authorized representatives; and,

WHEREAS, Florida law recognizes that some guests in public lodging establishments inevitably become intoxicated, profane, lewd, unruly, possess or deal in illegal drugs or act in a manner that unreasonably disturbs the peace and comfort of other guests and consequently authorizes the operator of the establishment to immediately require such a guest to leave or be arrested for a second degree misdemeanor (See, Section 509.141 Florida Statutes); and,

WHEREAS, Florida law also recognizes the "appointed agent" of the owner of a public lodging establishment, including a vacation rental, to exercise all of the owner's rights to eject undesirable guests, to refuse service to an undesirable guest and to be immune from criminal or civil liability for false arrest of a disorderly guest [Sections 509.13(2); 509.141; 509.142 and 509.143 Florida Statutes]; and,

WHEREAS, vacation rental occupants, due to the transient nature of their occupancy, may be unfamiliar with the location of fire extinguishers, pool and home safety features and other similar safety features; and,

WHEREAS, at the regular City Commission meeting of January 21, 2020, representatives of the St. Armands and Lido Key Residents' Associations advised Commissioners how the proliferation of vacation rentals ostensibly built and permitted as single-family dwellings is diminishing the quality of life for longer term residents on the barrier islands in the City and undermining the stability of residential neighborhoods on the barrier islands as homes for permanent residents; and,

WHEREAS, many citizens who addressed the City Commission about vacation rentals have used the term "hotel houses" to refer to structures that have the outward appearance of single family houses, but in reality are high occupancy residential rental properties that are purposefully built to accommodate rotating occupancy by large groups of people and which are marketed and used like hotels; and,

WHEREAS, after hearing testimony from the St. Armands and Lido Key Residents Associations' representatives and from other citizens on January 21, 2020, the City Commission adopted a motion to refer the issue of vacation rentals to the City Attorney with direction to provide the City Commission with "the legal parameters and options regarding regulation and moving forward"; and,

WHEREAS, the City Attorney prepared a memorandum to the City Commission dated September 8, 2020 which concluded that the City Commission could adopt an ordinance regulating vacation rentals provided such ordinance (1) did not prohibit vacation rentals; (2) did not constitute a (new) regulation of the duration of the stay in a vacation rental; and (3) did not constitute a regulation of the frequency of the rentals in a vacation rental establishment; and,

WHEREAS, the City Attorney also cautioned that any change to the existing "grandfathered in" ordinances in existence on June 1, 2011 mandating that stays in a vacation rental exceed one week could result in a loss of the "grandfathered in" status of such ordinances; and,

WHEREAS, at its regular meeting of September 21, 2020, the City Commission heard additional testimony from residents who were concerned about the proliferation of non-owner occupied vacation rentals in their neighborhoods and the City Commission adopted a motion to direct the City Attorney to prepare an ordinance regulating vacation rentals based on the testimony and discussion at the November 19, 2018; January 21, 2020; September 21, 2020; February 2, 2021; and April 6, 2021 City Commission meetings and on email correspondence sent to the City Commissioners; and,

WHEREAS, on May 4, 2021, the City Commission adopted Ordinance 21-5353 adding Chapter 34.5, entitled Vacation Rentals, to the Code of the City of Sarasota and making said Chapter 34.5 apply to vacation rentals in any individually or collectively owned single family, two family, three family and four family house or dwelling units located in residential zone districts within the Coastal Islands Overlay District established by Section VI-907 of the Zoning Code; and,

WHEREAS, on January 3, 2022 the City Commission adopted Ordinance 22-5392 amending and re-stating Ordinance 21-5353 in order to make the following four changes: (1) to substitute written Declarations for the former Affidavit requirement; (2) to substitute specifically enumerated items that are subject to inspection in place of former general references to the Florida Building Code; Florida Fire Prevention Code and Residential Swimming Pool Safety Act; (3) to substitute the parcel identification number assigned by the Sarasota County Property Appraiser for the former requirement that the legal description of the vacation rental property be provided with an application for a Certificate of Registration; and (4) to substitute the City of Sarasota registration number for the State of Florida transient lodging license number to be displayed in the advertising of a vacation rental.

WHEREAS, on November 6, 2023, the City Commission adopted Ordinance 23-5498 to amend Chapter 34.5 of the City Code by increasing all application and inspection fees for vacation rentals; by providing that a certificate of registration for a vacation rental shall be valid for a period of one year rather than two years and by providing that a vacation rental shall be subject to mandatory re-inspection upon annual renewal of the certificate of registration; and,

WHEREAS, on February 5, 2024, the City Commission adopted Ordinance 24-5506 to amend Chapter 34.5 of the City Code to provide that such Chapter is applicable city wide in single family and multiple family zone districts; and,

WHEREAS, on October 6, 2025, the City Commission adopted Ordinance 25-5560 to amend Chapter 34.5 of the City Code to provide that the City may request supplemental information for a change in the Designated Responsible Party (DRP); to delete the requirement to provide proof of payment of County Business Tax upon registration; to require a map with emergency evacuation route be placed in vacation rentals; to require inspections to be scheduled within 30 days of filing applications; to provide that fees are non-refundable; to provide that a failure to designate DRP is a violation of Chapter 34.5 and to clarify that vacation rental advertising includes online advertising; and,

WHEREAS, City staff has requested certain subsequent amendments to the vacation rental ordinance as more fully described herein and the City Commission finds that the adoption of this ordinance to incorporate such requested amendments is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF SARASOTA, FLORIDA

Section 1. The Code of the City of Sarasota, Florida Chapter 34.5, Vacation Rentals, as last amended by Ordinance 25-5560, is hereby amended and restated in its entirety as shown below. Deleted text is shown in ~~strike-through~~ format. New text is shown in underline format.

ARTICLE I. GENERAL PROVISIONS

Section 34.5-1 Findings

The City Commission makes the following findings:

(a) Article VI, Division 2 of the City of Sarasota Zoning Code identifies seven (7) zone districts as "Single Family Zone Districts." These districts are the following residential single family zone districts: RSF-E, RSF-1, RSF-2, RSF-3, RSF-4 as well as the RSM-9 (Residential Single, Multiple) and RTD-9 (Residential Transition District) zone

districts. The primary principal use in the residential single family zone districts is a residential use category known as "household living."

(b) Article VI, Division 3 of the City of Sarasota Zoning Code (hereafter the Zoning Code) identifies seven implementing (7) zone districts as "Multiple Family Zone Districts." These districts are the following residential multiple family zone districts: RMF-1, RMF-2, RMF-3, RMF-4, RMF-5, RMF-6, and RMF-7. The primary principal use in the residential multiple family zone districts is a residential use category known as "household living."

(c) In accordance with Section II-304(b)(1) of the Zoning Code "household living" is "characterized by the residential occupancy of a dwelling unit by a family. Tenancy is arranged for periods longer than one week. Uses where tenancy is arranged for a shorter period are not considered residential. They are considered to be a form of "transient lodging ..."

(d) Sections VI-201 and VI-301 of the Zoning Code provide that when the Code refers to "residential zones" it is referring to both the single-family residential zones in Article III, Division 2 and the multiple-family residential zones in Article III, Division 3.

(e) Certain vacation rentals are presently operating throughout the City within residential zones, and although initially more complaints were received about the operation of vacation rentals on St. Armands Key and Lido Key, vacation rentals have proliferated throughout the City and are not confined to the barrier islands.

(f) The City of Sarasota Zoning Code (Chapter 38 of the City Code) defines a hotel as a building or group of detached or connected buildings containing six (6) or more guest rooms designed or used primarily for providing sleeping accommodations for

automobile travelers and/or tourists on a daily or weekly rate basis that provides customary hotel services such as linen and maid service and may contain ancillary facilities such as, but not limited to, conference and recreational facilities. This definition was in effect on June 1, 2011.

(g) Structures have been permitted and constructed in the City with six (6) or more bedrooms which have been subsequently used, without notice to the City, as vacation rentals with transient occupancy levels far exceeding the occupancy levels of surrounding residential zones where household living predominates, and such use may fall within the definitional scope of a hotel.

(h) According to the 2020 U.S. Census, the City of Sarasota has an average household size of 2.1 persons.

(i) Vacation rentals situated in residential zones can and do create a great disparity in occupancy levels between the resident occupied single and multiple family residences and the vacation rentals, which some residents have referred to as "hotel houses."

(j) The recurring periodic rental of vacation rentals in residentially zoned neighborhoods tends to erode the residential character of those neighborhoods and undermine the long-term stability of those neighborhoods.

(k) Vacation rentals located within established residential neighborhoods can disturb the quiet nature and atmosphere of residential neighborhoods and the residents' right to the peaceful use and enjoyment of their homes.

(l) It is necessary, appropriate, and in the best interests of the public health, safety, and welfare to monitor and to provide a reasonable means for residents of the City of Sarasota to mitigate adverse impacts of vacation rentals in their neighborhoods.

(m) The regulation of vacation rentals in the manner herein provided will help to promote the stability of existing residential neighborhoods and help to achieve a greater level of compatibility between resident occupied homes and visitor occupied vacation rentals.

(n) It is unnecessary to regulate owner occupied vacation rentals under this Chapter because on site owners can be expected to regulate and supervise their properties to the same or a greater extent than provided under this Chapter out of self-interest.

(o) It is unlawful to regulate resident occupied rentals that meet the requirements of Section 559.955(3) Florida Statutes for home-based businesses because such regulation is pre-empted to the state of Florida by Section 559.955(1) Florida Statutes.

(p) It is unnecessary to regulate vacation rentals located in condominium units under this Chapter because the Florida Statutes require condominiums to be governed by an association, which can itself provide whatever regulation is necessary and such associations are not subject to the state pre-emptions applicable to local governments.

(q) This Chapter does not prohibit vacation rentals and this Chapter does not regulate the frequency or duration of guest stays in vacation rentals.

Section 34.5-2 Statement of Intent

It is the intent of this Chapter to regulate vacation rentals as defined by the Florida Statutes but excluding those vacation rentals in condominiums and cooperatives. It is the

further intent of this ordinance to regulate those vacation rentals in any individually or collectively owned single family, two family, three family, and four family house or dwelling units located in residential zones within the City of Sarasota.

The general purposes of this Chapter are to ensure to the City's residents the tranquility and peaceful enjoyment of their homes and their neighborhoods; to mitigate incompatibilities between vacation rentals and resident occupied homes and to protect the health, safety, and welfare of the occupants of vacation rentals and their guests and to encourage them to be respectful of the residents of the neighborhood in which they are vacationing. The City intends to address complaints associated with unsupervised vacation rentals (including by way of illustration and not limitation, over-occupancy, open and late night parties, excessive noise, parking on public sidewalks and excessive trash and garbage accumulation) in the manner set forth herein, including, but not limited to establishing a mandatory registration system for vacation rentals; specifying maximum occupancy limits; requiring inspections; and requiring the owner of a vacation rental to designate an individual or two individuals to be responsible for the vacation rental.

This Chapter is not intended to regulate and shall not apply to those rentals where the owner of the rental resides on the property and is present on site during a guest stay. This Chapter is not intended to regulate and shall not apply to those rentals that are only rented for periods of thirty (30) days or more.

Section 34.5-3. Definitions

For purposes of this Chapter, the following terms, words, and phrases shall have the meaning set forth in this section. Whenever applicable, the singular shall include the plural.

(a) *Applicant* means a vacation rental owner as defined herein or an authorized representative of a vacation rental owner as defined herein.

(b) *Authorized representative* means an individual who has been given written authorization from a vacation rental owner to sign any documents required by this Chapter on the behalf of the owner.

~~(a)~~ (c) *Bedroom* means any room in a vacation rental which has a bed or other place for sleeping and a separate closet that is an integral part of the permanent construction within the bedroom or an en suite bathroom, but does not include a bathroom, a kitchen, a dining area or any main living area. If a room has been added, altered, or converted without any required building permit having been issued, such room shall not be deemed a bedroom.

~~(b)~~ (d) *Certificate of Registration* means the document that is issued by the City in accordance with Section 34.5-5 to show that the vacation rental described on the certificate is currently registered with the City as required by Section 34.5-4. An initial Certificate of Registration means either: (1) the first certificate of registration issued to the owner identified on the Certificate for the particular vacation rental identified on the certificate; or (2) a certificate of registration issued to an owner who has previously failed to timely apply for or to obtain a renewed certificate of registration after their certificate expired. A renewed certificate of registration means any subsequent Certificate of Registration issued subsequently to an initial certificate of registration for a successive calendar year to the same owner identified on the initial certificate for the same vacation rental identified on the certificate.

~~(e)~~ (e) *Designated responsible party* means the owner of a vacation rental or a natural person who has been designated by the owner to be called upon to answer for the maintenance of the vacation rental property and to respond to inquiries or complaints regarding the conduct of the occupants of the vacation rental and their guests as provided in Section 34.5-15 of this Chapter.

~~(d)~~ (f) *Guest* means any person physically within the vacation rental or on its grounds with the knowledge of an occupant.

(g) *Late cancellation of inspection* means the cancellation of a scheduled inspection within two (2) city business days before the scheduled inspection.

~~(e)~~ (h) *Maximum occupancy* means the maximum number of persons who may be occupants of a vacation rental at the same time between the hours of 11 pm and 7 am.

~~(f)~~ (i) *Occupant* means any person who is physically present within a vacation rental between the hours of 11 pm and 7 am..

~~(g)~~ (j) *Owner or vacation rental owner* means a natural person or legal entity holding all or a portion of the fee simple title to a vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event that the vacation rental owner is not an individual, each and every person who owns an equitable interest in the vacation rental shall also be considered an Owner. When the Owner is a limited liability company (LLC), a manager of the LLC may sign any documents required by this Chapter and the registered agent may sign any documents required by this Chapter when duly authorized. Except for the signatures required by Section 34.5-4(b)(17) and the Declaration referenced in Sec. 34.5-6(b), whenever the signature of an owner is required by this Chapter, the term owner shall include an

authorized representative of the owner who has been designated as an authorized representative in writing by the owner.

~~(h)~~ (k) *Owner occupied* means a rental that is the primary and permanent residence of the owner of the property and in which the owner will be present throughout the guest stay (including overnight) to host the rental. An owner who claims exemption from the requirements of this chapter on the basis that a rental is owner occupied shall be required to demonstrate that the rental is owner occupied to the satisfaction of City staff. A showing that the property in question has qualified for and is receiving the State of Florida homestead property tax exemption shall be conclusive evidence that the property is owner occupied.

~~(i)~~ (l) *Pre-existing rental agreement* For vacation rentals within the Coastal Islands Overlay District, means a written agreement with prospective occupants that was already in existence and fully executed on or before May 4, 2021 and in which the occupants' tenancy is arranged for a period of longer than one week. For vacation rentals outside the Coastal Islands Overlay District, means a written agreement with prospective occupants that was already in existence and fully executed on or before February 5, 2024 and in which the occupants' tenancy is arranged for a period of longer than one week.

~~(j)~~ (m) *Vacation rental* means a rental as defined in Sections 509.242(1)(c) and 509.013(4)(a)(1), Florida Statutes, excluding those vacation rentals in condominiums and cooperatives.

ARTICLE II. REGISTRATION REQUIRED

Section 34.5-4 Mandatory registration – Initial certificate of registration

(a) No vacation rental (as defined in Section 34.5-3(j) (m) above) shall be rented or offered for rent without a current valid certificate of registration (as defined in Section 34.5-3(b) (d) above). Failure to possess a current valid certificate of registration while renting or allowing a vacation rental to be occupied is a violation of this section. The City shall cause to be posted on its website a summary of the obligations of a vacation rental owner regarding the registration and operation of a vacation rental in accordance with this Chapter.

(1) This subsection shall apply to vacation rentals located within the Coastal Islands Overlay District established by Section VI-907 of the Zoning Code. Every vacation rental owner, either personally or through an agent, shall apply to the City for an initial certificate of registration, in accordance with instructions to be posted on the City's website, no earlier than January 3, 2022, and by no later than March 1, 2022, and shall obtain a certificate of registration by no later than June 1, 2022. Owners of vacation rentals who open a new vacation rental after March 1, 2022 shall apply for an initial certificate of registration prior to renting or allowing occupancy of the vacation rental at any time of year. Owners of vacation rentals who become owners after March 1, 2022 shall apply for an initial certificate of registration ~~at any time of year prior to acquiring ownership or~~ by no later than fifteen (15) days after acquiring ownership. A separate certificate of registration is required for each vacation rental. The operation of a vacation rental without a certificate of registration after June 1, 2022 shall be a violation of this section. Every day of such operation without registration shall constitute a separate violation.

(2) This subsection shall apply to vacation rentals located on the mainland and not located within the Coastal Islands Overlay District. Every vacation rental owner, either

personally or through an agent, shall apply to the City for an initial certificate of registration, in accordance with instructions to be posted on the City's website, no earlier than July 1, 2024, and by no later than October 31, 2024, and shall obtain a certificate of registration by no later than January 1, 2025. Owners of vacation rentals who open a new vacation rental after July 1, 2024 shall apply for an initial certificate of registration ~~at any time of year prior to acquiring ownership or by~~ no later than fifteen (15) days after acquiring ownership. A separate certificate of registration is required for each vacation rental. The operation of a vacation rental without a certificate of registration after January 1, 2025 shall be a violation of this section. Every day of such operation without registration shall constitute a separate violation.

(b) An application for an initial certificate of registration shall contain a Declaration from the vacation rental owner that under penalty of perjury, the owner represents that the information provided on the application and the information submitted with the application is true and accurate to the best of the owner's knowledge and belief. Electronic signature(s), also known as "e-signatures," are acceptable on registration documents. The application for an initial certificate of registration shall be accompanied by the following materials and information:

(1) A completed application form supplied by the City. At a minimum, the application form shall include the street address of the vacation rental; the parcel identification number assigned by the Sarasota County Property Appraiser; the name, address, electronic mail address, and telephone number of the vacation rental owner(s); and the name, address, electronic mail address, and telephone number of the designated responsible party ~~or parties~~ if different from the owner and which may be the name,

address, electronic mail address, and telephone number of the designated property management company.

(2) Proof of current ownership of the vacation rental property

(3) Payment of the initial registration fee

(4) A form supplied by the City entitled "Designation of Responsible Party" signed by the owner of the vacation rental or authorized representative, naming a single designated responsible party, ~~or naming two (2) designated responsible parties~~ who shall have the duties listed in Section 34.5-15. The vacation rental owner(s) may appoint himself, herself or themselves as the designated responsible party ~~or as one of two designated responsible parties~~ or shall otherwise designate someone to act as the designated responsible party on his or her behalf. An owner may designate a private property management company to serve as the designated responsible party. However, in the event an owner designates a property management company, ~~the owner shall also designate one or~~ the names of at least two individual persons associated with the property management company ~~as the designated responsible party or parties.~~ shall be provided.

(5) A written acknowledgment form signed by ~~each~~ the designated responsible party acknowledging that he or she is aware of the provisions of this Chapter and that he or she agrees to serve in the capacity of designated responsible party for the vacation rental being registered and that he or she agrees to discharge the duties of a designated responsible party as set forth in Section 34.5-15.

(6) A copy of the business tax receipt showing payment of the City of Sarasota local business tax for the vacation rental for the current fiscal year or other proof of payment.

(7) Reserved.

(8) Evidence that the vacation rental owner has made arrangements for payment of tourist development taxes and any other taxes required by law to be remitted to the Sarasota County Tax Collector.

(9) A copy of a current and active license for the vacation rental issued by the State of Florida Department of Business and Professional Regulation showing that the vacation rental is licensed as a transient public lodging establishment.

(10) Evidence that the vacation rental owner has made arrangements for payment of sales taxes, transient rental taxes and any other taxes required by law to be submitted to the Florida Department of Revenue.

(11) The number of bedrooms in the vacation rental.

(12) The number of full bathrooms (sink, toilet and bathtub or shower) in the vacation rental.

(13) An exterior site sketch of the vacation rental facility. The sketch shall show and identify all structures, pools, hot tubs, spas, fencing, and uses, including areas provided for off-street parking. For purposes of the sketch, off street parking spaces shall be delineated to enable a fixed count of the number of spaces provided. At the option of the vacation rental owner, such sketch may be hand drawn to reasonable scale and need not be professionally prepared.

(14) An interior building sketch by floor for each floor in the vacation rental showing the floor plan layout and identifying all bedrooms, other rooms, exits, hallways and stairways and elevators as may be applicable. At the option of the vacation

rental owner, such sketch may be hand drawn to reasonable scale and need not be professionally prepared.

(15) A blank sample of the standard rental lease agreement used for the vacation rental.

(16) A signed Declaration by the owner on a form provided by the City, representing that he or she is aware of the City of Sarasota rules regulating vacation rentals specifically including the minimum stay requirement set out in Section II-304(b) of the City of Sarasota Zoning Code.

(17) If the application for registration is being submitted on behalf of the owner of the property by his or her authorized representative, a letter of authorization from the owner representing that the representative is authorized to act on his or her behalf. The letter of authorization may be a standardized City form.

(18) Any pre-existing rental agreements as defined in Section 34.5-3(i) (l).

(c) Submission of an incomplete application for an initial certificate of registration or a submission not accompanied by all of the applicable requirements of this section or submission of an incomplete application for a renewed certificate of registration pursuant to Section 34.5-6 shall result in rejection of the application. If the submission for an initial or renewal certificate of registration is incomplete, the applicant shall be notified of the deficiency and shall be allowed twenty (20) calendar days to provide any missing information or to pay any unpaid registration or inspection fees, or code compliance penalties. If the missing information is not provided or fees or penalties not paid within the twenty (20) day period, the application shall be deemed withdrawn. In this event, a new application for an initial certificate of registration shall be filed thereafter or a new

application for a renewed certificate of registration shall be filed by the applicable due date.
Such applications shall be accompanied by payment of the applicable fees. If the information is timely provided and any delinquent fees are timely paid, the application shall be processed.

Section 34.5-5 Certificate of Registration

(a) An initial certificate of registration for a vacation rental shall be issued if each of the following conditions has been satisfied:

(1) The application is complete, and the applicant has submitted all documents and information required by Section 34.5-4.

(2) The applicant has paid all required fees and if any fines or penalties have been previously imposed on the applicant or the vacation rental unit, the fines and penalties have been paid or otherwise resolved.

(3) The vacation rental has been inspected as required by 34.5-10 and the inspection shows that the vacation rental complies with the provisions of this Chapter including the minimum safety requirements of Section 34.5-12 and the informational requirements of Section 34.5-13 and in compliance with other applicable City ordinances including zoning regulations.

(b) ~~Initial certificates of registration issued during the calendar years 2022 and 2023 shall be valid through December 31, 2023. Thereafter, +~~ Initial certificates of registration for which an application is filed prior to July 1 shall expire on December 31 of the year for which the certificate was issued. ~~All initial certificates of registration shall expire on December 31 the year for which the certificate was issued, even if though~~ this means the certificate of registration is valid for less than one year. Initial certificates of

registration for which an application is filed on or after July 1 shall remain valid through the end of the year in which the application was filed and through December 31 of the following year when the certificate shall expire. Applicants who timely file an application for an initial certificate of registration filed on or after July 1 shall pay an application fee equal to one-half of the application fee for the year in which the application is filed plus the full application fee for the following year. This paragraph shall apply to both first time initial certificates of registration and to initial certificates required because of a failure to renew a previously issued certificate. All initial and renewed certificates of registration shall be considered current and valid until their expiration date unless: (1) an amended certificate is required by Sec. 34.5-7; (2) a new initial certificate is required by Sec. 34.5-8; or (3) the certificate has been suspended in accordance with Sec. 34.5-20.

(c) Each vacation rental unit shall require a separate certificate of registration. The certificate of registration shall contain the street address of the vacation rental, the name of the vacation rental owner, the name and telephone number of the designated responsible party, which may be a property management company, the number of bedrooms in the vacation rental unit, the maximum occupancy of the vacation rental unit, the vacation rental registration number and the expiration date of the certificate.

(d) If the violation history of the vacation rental identified in the application for an initial certificate of registration shows any violations of City Codes with associated unpaid penalties or unsatisfied liens, the initial certificate of registration shall not be issued unless all outstanding penalties or liens are first paid or satisfied as the case may be.

Section 34.5-6 Renewed Certificate of Registration

(a) An owner or authorized representative shall renew the certificate of registration and obtain a renewed certificate of registration prior to December 31 of each calendar year after the initial certificate of registration is issued.

(1) For vacation rentals located within the Coastal Islands Overlay District, Renewed certificates of registration issued before January 1, 2024 shall be valid for two (2) years. An application for a renewed certificate of registration shall be filed no earlier than July 1, 2025 and by no later than October 1, 2025. Thereafter, an application for a renewed certificate of registration shall be filed no earlier than July 1 and by no later than October 1 each year.

(2) For vacation rentals located on the mainland and not within the Coastal Islands Overlay District an application for a renewed certificate of registration shall be filed no earlier than July 1, 2025 and by no later than October 1, 2025 each year. Thereafter, an application for a renewed certificate of registration shall be filed no earlier than July 1 and by no later than October 1 each year.

(3) Except as provided in subparagraph (4) below, A a determination of compliance for all applications for renewed certificates of registration shall be made by December 31 of each year. Commencing on January 1, 2024, all renewed certificates of registration shall be valid from January 1 of each year for one calendar year until December 31. However, renewed certificates of registration issued at any time after January 1 of any year shall expire on December 31 of that year, such that all renewed certificates of registration shall expire on December 31 of each year even if this means the certificate of registration is valid for less than one year. All renewed certificates of registration shall be considered current and valid until their expiration date unless: (1) an

amended certificate is required by Sec. 34.5-7; (2) a new initial certificate is required by Sec. 34.5-8; or (3) the certificate has been suspended in accordance with Sec. 34.5-20.

(4) For all vacation rentals an untimely filed application for a renewed certificate will be accepted after October 1 until on or before December 31 each year, if accompanied by all supporting materials required by subparagraph (c) below and by payment of the application fee and late fee. A determination of compliance for all applications submitted pursuant to this subparagraph shall be made by March 31 of each year. A late application for a renewed certificate of registration submitted after December 31 will not be accepted and a new initial certificate shall be required.

(b) An application for a renewed certificate of registration shall be made on a form supplied by the City for that purpose. The application shall require the applicant to indicate whether each specific item of information submitted with the application for an initial certificate of registration required by Section 34.5-4(b) subsections (1), (2), (4), (5), (8), (10), (11), (12), (13), (14), (15), and (17) remains current and accurate. If the ~~applicant~~ owner signs a Declaration under penalty of perjury, that the information remains current and accurate, no further information concerning these items shall be requested. If the applicant indicates that specified items are no longer current and accurate, then updated information which is current and accurate shall be submitted to support the application.

(c) An application for a renewed certificate of registration shall be accompanied by the following:

(1) Payment of the application fee for a renewed certificate of registration.

(2) A copy of a current and active license for the vacation rental issued by the State of Florida Department of Business and Professional Regulation showing that the vacation rental is a licensed transient public lodging establishment.

(3) A Declaration signed by the owner on a form provided by the City, representing that he or she is aware of the City of Sarasota rules regulating vacation rentals specifically including the minimum stay requirement set out in Section II-304(b) of the City of Sarasota Zoning Code.

(d) A renewed certificate of registration shall be issued if each of the following conditions has been satisfied.

(1) The application is complete, and the applicant has satisfied the requirements of subsections (b) and (c) above.

(2) The applicant has paid all required fees; and if any fines or penalties have been previously imposed on the applicant or the vacation rental unit, the fines and penalties have been paid or otherwise resolved.

(3) City staff has confirmed that the applicant has paid the City of Sarasota local business tax for the vacation rental for the current fiscal year.

(4) The vacation rental has been inspected as required by Section 34.5-10 and the inspection shows that the vacation rental is in compliance with the provisions of this Chapter, including the minimum safety requirements of Section 34.5-12 and the informational requirements of Section 34.5-13 and in compliance with other applicable City ordinances and zoning regulations.

Section 34.5-7 Amendment of Certificate Registration

A vacation rental owner shall be required to apply for an amended certificate of registration in the event that any of the following changes to the vacation rental occur. City staff is authorized to request any supporting information to supplement the amendment that may be required to complete the processing of the application.

- (a) An increase in the number of bedrooms or bathrooms in the vacation rental.
- (b) An increase in the gross square footage of the vacation rental.
- (c) An increase in the maximum occupancy of the vacation rental.
- (d) An increase or decrease in the number of parking spaces or a change in the location of parking spaces for the vacation rental from what was shown on the exterior site sketch submitted with the most recent application for a Certificate of Registration in accordance with Section 34.5-4(13).
- (e) Any other material modifications that would increase the intensity of use.

Section 34.5-8 Certificate of Registration non-Transferrable, Non-Assignable

Certificates of registration are non-transferable and non-assignable. The certificate of registration when issued shall pertain only to the property owner designated on the certificate for use at the one specific property identified on the certificate. A separate certificate of registration is required for the same property owner to operate a vacation rental at another location. A new certificate of registration is required if ownership of the vacation rental changes from the owner(s) identified on the certificate, including purchase or acquisition of the assets of a legal entity identified as the owner on the certificate. The City shall have the authority to determine based on the factual circumstances of each

transaction, whether or not a change of ownership warrants and requires a new initial certificate of registration.

When a vacation rental is sold or ownership is otherwise transferred, the new owner shall apply for an initial certificate of registration within fifteen (15) days from the date of the sale or transfer and shall obtain a new initial certificate of registration. If the new owner fails to apply for a new certificate of registration as provided in this section, any certificate of registration previously issued for that vacation rental shall be null and void on the sixteenth (16th) day after such sale or transfer. An inspection of the vacation rental is required whenever a new owner applies for an initial certificate of registration due to the sale of a vacation rental or a change of ownership not involving a sale.

Section 34.5-9 No vested rights, estoppel or waiver

The issuance of a certificate of registration as required by Section 34.5-5 above shall not be construed to create any vested rights or entitle the owner of the registered vacation rental to any rights under the theory of estoppel. The issuance of a certificate of registration shall not be construed as a waiver of any other requirements contained within the City of Sarasota Code of Ordinances or the City of Sarasota Zoning Code.

Section 34.5-10 Inspections of Vacation Rentals

(a) Upon the filing of an application for an initial or a renewed certificate of registration and prior to receipt of an initial certificate of registration from the City pursuant to Section 34.5-5, or prior to receipt of a renewed certificate of registration pursuant to Section 34.5-6, the vacation rental shall be subject to an inspection to verify compliance with the minimum safety requirements specified under Section 34.5-12 of this Chapter and minimum informational requirements specified under Section 34.5-13

of this Chapter and to confirm that the vacation rental is in compliance with this Chapter and with any applicable provisions of the Sarasota City Code including the Zoning Code. Within thirty (30) days after the approval of an application that requires a subsequent inspection under this Chapter, the designated responsible party shall call or email the City to schedule the inspections required by this Chapter. The inspection is not required to occur within thirty (30) days after the application is approved, but it must be on the schedule within thirty (30) days after the application is approved. In the event arrangements to schedule the required inspection have not been made within thirty (30) days after approval of the application as provided above; then the applicant shall be charged the same late fee as for an untimely submitted application. Failure to schedule a required inspection within thirty (30) days after approval of the application as provided above shall constitute a violation of this Section 34.5-10 and shall be subject to enforcement action as provided in this Chapter. After any inspection or re-inspection pursuant to this Chapter has occurred, the designated responsible party shall be notified as to whether or not corrective action is required. In the event that corrective action is required, the corrective activity must occur within thirty (30) days after notice. However, an inspector, exercising reasonable discretion, may specify an earlier compliance deadline due to documented safety concerns or a later compliance deadline if compliance within thirty (30) days is not practical or reasonable. Any re-inspection may be conducted remotely or virtually when the inspector is able to reliably verify compliance and to retain evidence of compliance or non-compliance.

(b) Subsequent inspections shall be required as provided in Section 34.5-6(d)(4) and Section 34.5-8.

(c) If instances of non-compliance with the minimum safety requirements and minimum informational requirements, ~~or other provisions of this Chapter, or applicable provisions of the Sarasota City Code, including the Zoning Code,~~ are found upon any inspection, such non-compliance shall be corrected and the vacation rental re-inspected within thirty (30) calendar days after written notice of such violation(s) is provided to a designated responsible party.

(d) ~~If the inspector is denied admittance or i~~ If the inspector fails in at least three (3) attempts to complete an initial or a subsequent inspection of the vacation rental, either because the inspector was denied admittance to the vacation rental premises or because no one appeared at the scheduled time of the inspection to allow access to the premises (i.e. a "no-show"), the inspector shall provide a notice of inability to conduct the inspection to the vacation rental owner or to the designated responsible party at the address shown on the application for registration or on the certificate of registration after each failed attempt. No certificate of registration shall be issued initially or renewed until the inspection has been conducted. Three (3) failed inspections and ~~T~~the issuance of a notice of inability to conduct an inspection after the third failed attempt shall be deemed a violation of this Section 34.5-10 and shall be subject to enforcement remedies as provided in this Chapter. In the event the issuance of a notice of inability to conduct an inspection also results in a violation of Section 34.5-4(a), enforcement remedies as provided in this Chapter may be pursued for a violation of Section 34.5-4(a).

Section 34.5-11 Schedule of Fees

All fees to be charged under the provisions of this Chapter are set out in this Section and are non-refundable. Such fees are as follows:

Application Fee for an initial certificate of registration in accordance with Section 34.5-4 or Section 34.5-8. ~~\$500.00~~ \$700.00

Application Fee for a renewed certificate of registration subsequent to the initial application in accordance with Section 34.5-6. ~~\$350.00~~ \$600.00

Late Fee for an untimely submitted application for an initial certificate of registration or a renewed certificate of registration. \$200.00

Application Fee for an amended certificate of registration pursuant to Sec. 34.5-7 \$200.00

~~First Re-Inspection Fee~~ ~~\$100.00~~

~~Second and Third Re-Inspection Fees~~ \$200.00

No-show for inspection; denial of admittance for inspection; or late cancellation of inspection fee \$200.00

Designated Responsible Party Change Fee \$ 50.00

ARTICLE III. STANDARDS FOR VACATION RENTALS

Section 34.5-12 Minimum safety requirements

(a) Vacation rentals that have an inground, above ground, outdoor pool, indoor pool, or a spa shall comply with the latest adopted edition of the Florida Building Code, Residential Code, Chapter 45, as amended.

(b) The vacation rental shall have a smoke and carbon monoxide detection and notification system which shall be installed and continually maintained, and which shall be permanently powered by the dwelling's electrical system or where not feasible shall be powered by 10-year nonremovable nonreplaceable batteries. The use of combination

smoke alarm and carbon monoxide alarms is acceptable. Smoke alarms shall be located in each sleeping room and outside each separate sleeping area in the immediate vicinity of the bedrooms and on each additional story of a dwelling including basements and habitable attics. Carbon monoxide alarms shall be located within ten feet of each sleeping room for any dwelling using fossil-fuel burning heater, fixture, or appliance, a fireplace or attached garage.

(c) A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected, and maintained in accordance with NFPA 10 on each floor level of the vacation rental. The fire extinguisher may be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location or with written information provided to the overnight occupants regarding the location of the fire extinguisher(s).

Section 34.5-13 Minimum informational requirements

(a) The following information listed below shall be posted in a conspicuous location on an interior wall inside the vacation rental for the safety and convenience of the occupants. Alternatively, this information may be provided in accordance with sub-section 34.5-13(c).

- (1) the location of the nearest hospital
- (2) the non-emergency police telephone number
- (3) the dates and approximate times of trash and recycling pick up
- (4) the street address of the vacation rental
- (5) the name and phone number of the designated responsible party ~~or parties~~ which may be the name and phone number of the designated

property management company

- (6) a map of the area with an emergency evacuation route

from the vacation rental to be used in the event of a hurricane or storm event and showing the location of the nearest public shelters.

(b) The following additional information shall also be posted in a conspicuous location on an interior wall inside the vacation entry in close proximity to the main entrance. Alternatively, this additional information may be provided in accordance with subsection 34.5-13(c).

- (1) the maximum occupancy of the vacation rental

(2) the maximum number of vehicles that will be allowed to park at the vacation rental based on the number of off-street parking spaces on site, including enclosed spaces as determined by City staff

(3) a notice of the need to respect the peace and quiet of neighborhood residents which shall state as follows: "You are vacationing in a residential neighborhood. Please be a good neighbor by not making excessive noise or engaging in boisterous behavior, especially after 11:00 pm. Such behavior can deprive your neighbors of the peaceful enjoyment of their homes."

(4) a statement that shall state as follows: Sound that is audible beyond the property lines of the vacation rental unit is regulated by ~~Section 20-5(b)~~ of the City Sound Control Ordinance and a violation of the Sound Ordinance could result in fines to the occupants.

(c) As an alternative to posting, the information required to be provided by this section may be provided in a "welcome binder" left on a coffee table, kitchen table, or

other prominent location in the vacation rental or the information may be provided to the occupants of the vacation rental electronically. In the event the required information is provided electronically, the vacation rental owner shall have the burden to demonstrate that the information was, in fact, provided, if requested to do so by the City Director of Development Services.

Section 34.5-14 Parking

All vehicles associated with the occupants of a vacation rental shall be parked within a driveway or parking area located on the premises and in compliance with all applicable City ordinances.

Section 34.5-15 Designated Responsible Party

(a) The duties of a designated responsible party, ~~whether the owner or the owner's authorized representative~~, are as follows:

(1) To be available by land line or mobile telephone at one of the listed phone numbers provided to the City in the application for an initial or renewed certificate of registration twenty-four (24) hours a day, seven (7) days a week and to be capable of assisting with resolution of any issues arising from the use of the vacation rental.

(2) To be available twenty-four (24) hours a day, seven (7) days a week for the purpose of promptly responding to complaints regarding the conduct or behavior of vacation rental occupants or their guests or regarding alleged violations of this Chapter or violations of other city ordinances. The designated responsible party shall have authority to immediately address and take affirmative action, within one (1) hour of notice from the City, or as soon thereafter as reasonably possible, to address complaints, including but not limited to safety issues, noise, or parking.

(3) To come to the vacation rental within one (1) hour, or as soon thereafter as reasonably possible, following notification from an occupant, the owner, or a City official, code compliance officer or law enforcement officer to assist with finding solutions to problems or issues associated with the vacation rental.

(4) To receive service of any legal notice on behalf of the owner for violations of this Chapter or other law or ordinance.

(5) To exercise all rights of the owner under Sections 509.141, 509.142 and 509.143 Florida Statutes to deal with unruly occupants and their guests in the vacation rental.

(6) To maintain continuous compliance with the requirements Section 34.5-13 of this Chapter regarding information to be provided to vacation rental occupants.

(7) To maintain the vacation rental premises free of garbage and litter, provided that this subsection does not prohibit the storage of garbage and litter in authorized receptacles for collection.

(8) To otherwise monitor the vacation rental when rented to check upon the condition of the unit and the occupants' compliance with this Chapter.

(9) To be informed as to the names, address and phone numbers of each individual who booked the vacation rental and as to the number of occupants during each rental period and to provide this information to law enforcement officers or to code compliance officers upon request. In addition, to provide a copy of the rental agreement for the current occupants of a vacation rental to law enforcement officers or to code compliance officers upon request.

(10) To provide the ~~Office of the City Auditor and Clerk~~ City's Vacation Rental Compliance Division with notice of resignation in writing at least one (1) week in advance of the effective date of the resignation.

(b) A designated responsible party must have authority to consent to allow all inspectors access to the vacation rental property to conduct the inspections required by Sections 34.5-5(a)(3); 34.5-6(d)(4); and 34.5-8.

(c) It shall be the sole responsibility of the owner to appoint a reliable designated responsible party and to inform the City of his or her contact information as a part of the application for registration as provided in Section 34.5-4(b)(4) above. Failure to do so shall not be a defense to an alleged violation of other provisions of this Chapter.

(d) An owner may change his or her designated responsible party temporarily or permanently. ~~However, there shall be no more than two designated responsible parties for each vacation rental property at any one time.~~ To change the designated responsible party, the property owner shall notify the City Vacation Rentals Compliance Division in writing on a form to be provided by the City at least one week in advance. City staff is authorized to request any supporting information to supplement the form that may be required to complete the processing of the change in the designated responsible party. Failure to notify the City as provided by this subsection within fifteen (15) days of a change in the designated responsible party shall constitute a violation of this Section 34.5-15 and shall be subject to enforcement action as provided in this Chapter.

(e) Personal service on or mailing or emailing of a notice of violation or other notices to the designated responsible party shall be deemed valid service and notification of the owner or occupant as the case may be.

Section 34.5-16 Maximum Occupancy

(a) Maximum occupancy for vacation rentals in residential single family zone districts shall be two (2) persons per bedroom, plus two (2) additional persons per property or ten (10) persons, whichever is less. Children under six (6) years of age shall not be included in the calculation of maximum occupancy. Maximum occupancy for vacation rentals in residential multiple family zone districts shall be two (2) persons per bedroom, plus two additional persons per property or twelve (12) persons, whichever is less. Children under six (6) years of age shall not be included in the calculation of maximum occupancy.

(b) Notwithstanding the maximum occupancy limits of subsection (a), a vacation rental located within the Coastal Islands Overlay District that was lawfully used as a vacation rental as of May 4, 2021, may have a higher maximum occupancy limitation in accordance with this subsection (b). As to the application of the maximum occupancy limitation of subsection (a) to vacation rentals lawfully in existence as of May 4, 2021, it is acknowledged that there are vacation rentals that could qualify for a higher maximum occupancy limit, if the limit were set higher, based on the number of bedrooms in the vacation rental. In an effort to recognize reasonable investment backed expectations and yet balance and protect the interests of residents in surrounding single family homes which are not vacation rental properties, there shall be a phasing in of maximum occupancy in accordance with the schedule below. No special vesting process or fee shall be required to obtain this vesting benefit other than demonstrating eligibility through the certificate of registration process.

(1) The maximum occupancy for vacation rentals lawfully in existence on May 4, 2021 shall temporarily be capped at no more than sixteen (16) provided that all the requirements to obtain a certificate of registration in accordance with Section 34.5-5 are satisfied and a certificate of registration is issued. This maximum occupancy limit shall remain in effect from June 1, 2022 through December 31, 2023.

(2) The maximum occupancy for vacation rentals lawfully in existence on May 4, 2021 shall be reduced from sixteen (16) to fourteen (14) for the one (1) year period commencing January 1, 2024 through December 31, 2024 provided that all requirements to obtain a certificate of registration in accordance with Section 34.5-5 are satisfied and a certificate of registration is issued.

(c) Notwithstanding the maximum occupancy limits of subsection (a), a vacation rental located on the mainland outside of the Coastal Islands Overlay District that was lawfully used as a vacation rental as of February 5, 2024, may have a higher maximum occupancy limitation in accordance with this subsection (c). As to the application of maximum occupancy limitation of subsection (a) to vacation rentals lawfully in existence as of February 5, 2024, it is acknowledged that there are vacation rentals that could qualify for a higher maximum occupancy limit, if the limit were set higher, based on the number of bedrooms in the vacation rental. In an effort to recognize reasonable investment backed expectations and yet balance and protect the interests of residents in surrounding single family homes which are not vacation rental properties, there shall be a phasing in of maximum occupancy in accordance with the schedule below. No special vesting process or fee shall be required to obtain this vesting benefit other than demonstrating eligibility through the certificate of registration process.

(1) The maximum occupancy for vacation rentals lawfully in existence on February 5, 2024 shall temporarily be capped at no more than sixteen (16) provided that all the requirements to obtain a certificate of registration in accordance with Section 34.5-5 are satisfied and a certificate of registration is issued. This maximum occupancy limit shall remain in effect from January 1, 2025 through December 31, 2025.

(2) The maximum occupancy for vacation rentals lawfully in existence on February 5, 2024 shall be reduced from sixteen (16) to fourteen (14) for the one (1) year period commencing January 1, 2026 through December 31, 2026 provided that all requirements to obtain a certificate of registration in accordance with Section 34.5-5 are satisfied and a certificate of registration is issued.

(d) After December 31, 2024, the maximum occupancy for all vacation rentals within the Coastal Islands Overlay District shall be as provided in subparagraph 34.5-16(a) above. After December 31, 2026, the maximum occupancy for all vacation rentals located on the mainland outside of the Coastal Islands Overlay District shall be as provided in subsection 34.5-16(a) above.

(e) The maximum occupancy limitations set forth in subparagraphs (b) (1) and (b) (2) above and in subparagraphs (c)(1) and (c)(2) above shall not apply in the event two (2) or more adjudicated violations of this Chapter, another provision of the City Code or the City Zoning Code occur at the vacation rental and shall not apply in the event the vacation rental is sold or title to the vacation rental is otherwise transferred.

Section 34.5-17 Exemption from maximum occupancy limits for pre-existing rental agreements

(a) The maximum occupancy limits contained in Section 34.5-16(a) or (b) above shall not apply to occupancy pursuant to a pre-existing rental agreement as defined in Section 34.5-3(i). Notwithstanding any other provision of this Chapter, occupancy pursuant to pre-existing rental agreements are exempt from the maximum occupancy limits of this Chapter.

(b) If an owner of a vacation rental is cited for a violation of Section 34.5-16 when the vacation rental is occupied under the terms of a pre-existing rental agreement, the vacation rental owner may defend against such citation based on the fact that the vacation rental was exempt from the maximum occupancy limits of Section 34.5-16 due to occupancy under a pre-existing rental agreement.

(c) The maximum occupancy limits contained in Sections 34.5-16(a), (b) and (c) above shall not apply to occupancy pursuant to a pre-existing rental agreement if the pre-existing rental agreement has been assigned by the owner to a subsequent owner or to any third party and shall not apply to occupancy pursuant to a pre-existing rental agreement if the occupants are not the occupants identified in the pre-existing rental agreement.

Section 34.5-18 Advertising

(a) As used in this section, the word advertising shall include online advertising, print media, television and all other media.

(b) Any advertising of ~~the~~ a vacation rental ~~or~~ shall conform to the information submitted with the application for registration of the vacation rental and to the information shown on the certificate of registration for the vacation rental, and shall display the City of Sarasota Vacation Rental certificate of registration number.

(c) Any advertising of the vacation rental shall contain the maximum occupancy limit for the rental and shall conform to the minimum stay requirement set out in Section II-304(b) of the Zoning Code. Except when advertised in compliance with subsection (d) below, ~~if~~ the advertising of a vacation rental for an occupancy level that exceeds the maximum occupancy limit set by Section 34.5-16 is a violation of this Section and is direct evidence of offering a property for rent as a vacation rental in violation of the maximum occupancy limits of Section 34.5-16 and the advertising or advertisement is admissible in any enforcement proceeding. The advertising or advertisement raises a rebuttable presumption that the property identified in the advertising or advertisement was occupied in violation of Section 34.5-16. Any advertising of a property for purposes of a vacation rental shall be deemed sufficient evidence of the use of that property as a vacation rental for purposes of enforcing all sections of this Chapter.

(d) Notwithstanding subsection (c) above, advertising stating the maximum number of persons that a vacation rental can accommodate may state that the vacation rental can accommodate more persons than the applicable maximum occupancy limit set by Section 34.5-16, provided that such advertisement also includes the maximum occupancy limits set by Section 34.5-16 (as required by subsection (b) above) and clearly explains that occupancy in excess of such limit is restricted to children under six (6) years of age.

(e) The advertising allowance provided in subsection (d) shall remain in effect through [DATE] as a temporary trial period to evaluate compliance. Owners advertising pursuant to subsection (d) shall submit monthly tenancy and occupancy information to the City on a form provided by the City. The advertising allowance shall expire at the end of the trial period unless extended by ordinance

ARTICLE IV. ENFORCEMENT

Section 34.5-19 Violations of this Chapter

(a) Non-compliance with any provision of this Chapter shall constitute a violation of this Chapter. Violations of this Chapter shall specifically include, but not be limited to the following unlawful conduct:

(1) It is unlawful to rent out a vacation rental without a current certificate of registration issued by the City in accordance with Section 34.5-5 or Section 34.5-6.

(2) It is unlawful to offer a vacation rental for rent or to advertise a vacation rental for rent without a current certificate of registration issued by the City in accordance with Section 34.5-5 or Section 34.5-6.

(3) It is unlawful to rent a vacation rental for occupancy in excess of the applicable maximum occupancy.

(4) It is unlawful to be an occupant of a vacation rental at any time that the number of occupants of the vacation rental exceeds its maximum occupancy.

(5) It is unlawful to fail to provide any of the information required to be provided to occupants of the vacation rental by Section 34.5-13(a) and (b).

(6) It is unlawful to provide any false or misleading information in connection with any application for an initial or renewed certificate of registration, or for amendment of a certificate of registration as required by this Chapter. Any knowing and intentionally false or misleading statements made in any such application, or any intentionally false or misleading statement or information submitted in connection with an application shall subject the applicant to a fine and shall constitute grounds for the suspension of any certificate of registration issued pursuant to such application.

(b) Each day a violation exists shall constitute a separate and distinct violation.

(c) The vacation rental owner shall be liable for any violations of this Chapter and for any violations of a Code Compliance Order pertaining to the vacation rental. In addition, when two or more persons commit a violation, each violator shall be jointly and severally liable for any fines or penalties assessed. This applies to situations where an owner, a designated responsible party, occupant, or guest are together responsible for a violation of this Chapter. Any fines to occupants resulting from violations of this Chapter or other City ordinances after the property owner or a designated responsible party was advised shall also be the responsibility of the property owner to pay.

(d) All repeat violations shall be scheduled for a hearing before the special magistrate and the repeat violator shall not have the option to pay a fine prior to the hearing. For purposes of this paragraph the term repeat violation shall mean a second violation of the same provision of this Chapter or the same provision of another applicable City ordinance for the second time within a ~~one (1)~~ five (5) year period.

Section 34.5-20 Suspension of certificate registration

(a) In addition to any fines and any other remedies described herein or provided by law, a special magistrate may, in his or her discretion, suspend an initial or renewed certificate of registration for a vacation rental upon request in accordance with the suspension time frames set forth in sub-section (b) below:

(b) Suspension of time frames.

(1) For a first violation of this Chapter or other applicable City ordinance, suspension of a certificate of registration is not authorized.

(2) Upon a second violation of this Chapter or other applicable City ordinance, the certificate of registration, if suspended, shall be suspended for a period of thirty (30) calendar days.

(3) Upon a third violation of this Chapter or other applicable City ordinance, the certificate of registration, if suspended, shall be suspended for a period of sixty (60) calendar days.

(4) Upon a fourth violation of this Chapter or other applicable City ordinance, the certificate of registration, if suspended, shall be suspended for a period of ninety (90) calendar days.

(5) For each additional violation of this Chapter or other applicable City ordinance, the certificate of registration, if suspended, shall be suspended for an additional thirty (30) calendar day period up to a maximum period of three hundred sixty (360) calendar days.

(c) A vacation rental may not host any occupants during any period of time when the certificate of registration for the vacation rental is suspended.

(d) The suspension shall begin following notice, commencing either on the end of the current vacation rental lease period or within thirty (30) calendar days thereafter, or as otherwise determined by the special magistrate in order to avoid impairment of the validity of an executed rental agreement for the vacation rental.

(e) Operation and hosting of occupants during any period of suspension shall be deemed a separate violation of this Chapter.

(f) An application for a certificate of registration may be submitted during the period of suspension; however, no certificate of registration may be issued for the vacation rental until the period of suspension has expired.

Section 34.5-21 Enforcement and Remedies

(a) Code enforcement shall be undertaken in accordance with Chapter 162 of the Florida Statutes and the City of Sarasota Code of Ordinances.

(b) The City may utilize Chapter 162, Part I Florida Statutes to prosecute a violation of this Chapter or other code violation with respect to a vacation rental and in such case, the special magistrate shall be authorized to hold a hearing, to assess penalties in accordance with Section 2-315 of the Sarasota City Code and to order other relief in accordance with Chapter 2, Article V, Division 5 of the Sarasota City Code.

(c) Nothing herein shall prevent the City from seeking all other available remedies which may include, but shall not be limited to, suspension of a certificate of registration, injunctive relief, liens, and other civil and criminal penalties as provided by law as well as referral to other enforcing agencies.

Section 2. The Code of the City of Sarasota, Chapter 2, Administration; Article V, Boards, Commissions and Committees; Division 5, Code Compliance; Section 2-309, Jurisdiction is hereby amended to provide as follows.

(a) The magistrate shall have the jurisdiction to hear and decide alleged violations of the following provisions of this Code, as the same may be amended from time to time.

(24) Vacation rentals. Chapter 34.5

Section 3. In the event that any word(s), phrase(s), portion(s), section(s), subsection(s) of this Chapter is (or are) contrary to law, or against public policy, or shall for any reason whatsoever be held invalid, illegal or unconstitutional by any court of competent jurisdiction, such word(s), phrase(s), portion(s), section(s), subsection(s) of this Chapter shall be null and void and shall be deemed severed and shall be a separate, distinct and independent provision from the remaining provisions of this Chapter; and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sections or subsections of this Chapter, which shall remain in full force and effect.

Section 4. The revisions to Sections 34.5-3; 34.5-4(b)(17)and(18); 34.5-5(c); 34.5-8; 34.5-10(a),(c), and (d); 34.5-13(a); 34.5-15; 34.5-18 34.5-19(d) shall become effective upon final adoption of this ordinance and second reading and may be applied to applications filed prior to this effective date and to vacation rentals that received a certificate of registration prior to this effective date. The revisions to Section 34.5-4(a)(2) and(b)(1) and (4); 34.5-6(4); and 34.5-11 shall become effective on the date of final adoption of this ordinance on second reading and shall apply only to applications filed after effective date and to applications conducted after the effective date. Section 34.5-5(b) shall become effective on January 1, 2027 and shall apply only to applications filed after January 1, 2027.

PASSED on first reading by title only, after posting for public viewing at City Hall for at least three (3) days prior to first reading, as authorized by Article IV, Section 2, Charter of the City of Sarasota, Florida this _____ day of _____, 2026.

PASSED on second reading and finally adopted this _____ day of _____, 2026.

Debbie Trice, Mayor

ATTEST:

Shayla Griggs, City Auditor and Clerk

_____ Mayor Debbie Trice
_____ Vice Mayor Kathy Kelley Ohlrich
_____ Commissioner Jen Ahearn-Koch
_____ Commissioner Liz Alpert
_____ Commissioner Kyle Scott Battie

cityatty/ordinances/2026/26-5613(vacation.rentals.admin2026)/RMF/(09-29-26)

ORDINANCE NO. 26-5612

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA, TO REZONE THAT CERTAIN VACANT PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 2.8± ACRES LOCATED ON THE WEST SIDE OF BENEVA ROAD SOUTH OF ITS INTERSECTION WITH 17TH STREET WITH A STREET ADDRESS OF 1551 N. BENEVA ROAD FROM THE RESIDENTIAL MULTIPLE FAMILY 1 (RMF-1) ZONE DISTRICT TO THE RESIDENTIAL MULTIPLE FAMILY 3 (RMF-3) ZONE DISTRICT; ALL AS MORE PARTICULARLY SET FORTH HEREIN; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Jorge and Yda Arevalo Revocable Trust, as Owner/Developer, through its agent, Brian Lichterman, Project Agent, of Vision Planning & Design, LLC, hereinafter collectively referred to as Applicant, has filed Rezone Application No. 26-REN-04 requesting the rezoning of that certain vacant parcel of real property totaling approximately 2.8± acres located on the west side of Beneva Road south of its intersection with 17th Street with a street address of 1551 N. Beneva Road from the Residential Multiple Family 1 (RMF-1) Zone District to the Residential Multiple Family 3 (RMF-3) Zone District; and

WHEREAS, Rezone Application 26-REN-04 shall be considered according to the requirements and procedures set forth in Article IV, Division 11 of the Zoning Code (2002 edition, as amended) pertaining to rezoning; and

WHEREAS, the Planning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing pertaining to Rezone Application No. 26-REN-04 on September 9, 2026; and

WHEREAS, the Planning Board, acting in its capacity as the Local Planning Agency considered the written staff analysis and the testimony at the public hearing and specifically found that Rezone Application No. 26-REN-04 satisfied the standards for review set forth in Section IV-1106, Zoning Code (2002 edition, as amended), and was consistent with the Sarasota City Plan and recommended approval to the City Commission; and

WHEREAS, the City Commission held a duly noticed public hearing pertaining to Rezone Application No. 26-REN-04 on October 19, 2026.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The following described parcel of real property located in the corporate limits of the City of Sarasota, Sarasota County:

SEE ATTACHED EXHIBIT A

[The above parcel of real property is referred to by the Sarasota County Property Appraiser's Office as Parcel ID No. 2022-01-0025]

is hereby reclassified from the Residential Multiple Family 1 (RMF-1) Zone District to the Residential Multiple Family 3 (RMF-3) Zone District, and the Official Zoning Map of the City of Sarasota is amended accordingly subject to all of the terms set out below.

Section 2. This rezoning is granted pursuant to Article IV, Division 11 of the Zoning Code (2002 edition, as amended) pertaining to rezoning and shall be subject to all of the terms, requirements and limitations thereof.

Section 3. This Ordinance rezones the property described in Section 1, above; but does not permit the development of the rezoned property. The Application for Rezoning approved by this Ordinance was submitted without a Site Plan indicating the development proposed.

Section 4. The approval granted by this Ordinance with regard to Rezone Application No. 26-REN-04 is subject to the following condition:

- A. The Applicant proffers that the property will not contain more than 36 multifamily dwelling units.
- B. The Applicant proffers that any on-site pool will be adequately screened and not located along the western property boundary, to aid in reducing noise impacts to the Tallywood development.
- C. The Applicant proffers that all perimeter setbacks and landscape buffers will exceed code requirements along the western boundary which shall be determined at the time of Site Plan review and will be coordinated with the adjoining Tallywood Condominium Association.

- D. The Applicant proffers that when the property is developed, the Applicant (or its successors) shall construct an opaque fence or wall along the northern, western, and southern property boundaries, that does not exceed the maximum height permitted by the Zoning Code.
- E. The Applicant proffers that the Applicant or its successors shall consider at the time of Site Plan review, providing a sidewalk interconnection and a break in the proposed opaque fence or wall along the northern boundary in coordination with commercial businesses to the north along the 17th Street to facilitate pedestrian interconnectivity.
- F. The Applicant proffers that the Building Permit plans will contain decorative entranceway features including paver brick and trellises along the pedestrian walkway from Beneva Road.
- G. At the time of the Site Plan review, the Applicant or its successors, at its own behest, commits to coordinate with Breeze Transit the addition or relocation of a bus stop adjacent to or near the southern project boundary along Beneva Road, including potentially constructing additional amenities (e.g., concrete pad, bench, shelter, bike rack, etc.) at the new or relocated stop. Once a Final Plan has been reached, the developer will construct a bus stop and additional associated amenities as agreed upon with Breeze Transit.
- H. Pursuant to Section 166.033, Florida Statutes, the issuance of a development permit by the City of Sarasota does not in any way create any right on the part of an applicant to obtain a permit from any state or federal agency and does not create any liability on the part of the City of Sarasota for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or

federal agency or undertakes actions that result in violations of state or federal law.

The development approvals granted herein are subject to the condition that all other applicable state and federal permits be obtained before commencement of the development.

All the aforementioned proffers shall run with the land as restrictive covenants and shall bind all future owners or successors.

Section 5. The City Commission has considered all of the Standards for Review set forth in Section IV-1106, Zoning Code (2002 edition, as amended). The City Commission hereby approves Rezone Application No. 26-REN-04 based upon a finding that the Standards for Review have been met or are inapplicable.

Section 6. This Ordinance shall take effect immediately upon second reading.

PASSED on first reading by title only, after posting for public viewing at City Hall for at least three (3) days prior to first reading, as authorized by Article IV, Section 2, Charter of the City of Sarasota, Florida this 19th day of October, 2026.

PASSED on second reading and finally adopted this _____ day of _____, 2026.

Debbie Trice, Mayor

ATTEST:

Shayla Griggs
City Auditor and Clerk

Mayor Debbie Trice
Vice Mayor Kathy Kelley Ohlrich
Commissioner Liz Alpert
Commissioner Kyle Battie
Commissioner Jen Ahearn-Koch

EXHIBIT A

Sarasota County PID Number: 2022-01-0025

Address: 1551 N Beneva Road, Sarasota, FL 34237

Parcel Description: COM AT NE COR OF SE 1/4 OF SEC 16-36-18, BEING A SARASOTA COUNTY CAPPED IR INSIDE A CORNER BOX, SAID CORNER IS CERT TO FL DEPT OF NATURAL RESOURCES BY CORNER RECORD DOCUMENT NUMBER 3880 TH S 00-10-59 E 155 FT FOR POB TH CONT S 00-10-59 E ALONG W R/W OF NORTH BENEVA RD 312.02 FT TO N R/W OF 52 FT CANAL R/W TH S 89-49-01 W ALONG SAID R/W 210.25 FT TH N 79-44-42 W 192.94 FT TO E LINE OF TALLYWOOD CONDO TH N 00-10-59 W 279.53 FT TO NE COR OF CONDO TH S 89-49-53 E ALONG A LINE THAT IS 155 FT S OF & PARALLEL WITH N LINE OF SE 1/4 OF SAID SEC 16 A DISTANCE OF 400 FT TO POB, BEING SAME LANDS AS DESC IN ORI 2020023666