



DATE: December 18, 2025

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, January 5, 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, January 2, 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: Dave Bullock, Interim City Manager
Joseph Polzak, City Attorney
Pat Robinson, Deputy City Manager
Lori Rivers, Deputy City Auditor and Clerk
Jamese Johnson, Coordinator Commission Reporter
Miles Larsen, Manager, Public Broadcasting
John Nopper, Government Access, Program Coordinator
Chief Rex Troche, Police Department
File



DATE: December 18, 2025

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

Notice is hereby given that the Community Redevelopment Agency (CRA) shall meet in Special Session on **Monday, January 5, 2026, at 9:00 a.m.** in the City Commission Chambers, City Hall, 1565 First Street, Sarasota, Florida, to consider the following items: CRA.1. Approval Re: Minutes of the Special Community Redevelopment Agency meeting of December 1, 2025; and CRA.2. Report Re: Newtown Community Redevelopment Agency Advisory Board Report regarding RL Taylor Public Art Mural; and any other matters that may come before the Body. The Community Redevelopment Agency shall adjourn and reconvene into a Regular City Commission Meeting, which will immediately follow the CRA Special Session.

Individuals who wish to participate in the CRA Meeting in person may do so by coming to City Hall. Individuals who prefer to participate remotely in the CRA meeting may obtain instructions to participate via zoom by emailing clerk@sarasotafl.gov with your request no later than the **deadline of 5:00 pm on Friday, January 2, 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
CRA Secretary

c: Dave Bullock, Interim City Manager
Joseph Polzak, City Attorney
Pat Robinson, Deputy City Manager
Lori Rivers, Deputy City Auditor and Clerk
James Johnson, Coordinator Commission Reporter
Miles Larsen, Manager, Public Broadcasting
John Nopper, Government Access, Program Coordinator
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 JANUARY 5, 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

January 5, 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:

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 Regular Sarasota City Commission Meeting of November 17, 2025 (CITIZENS COMMENTS ARE NOT PERMITTED ON THIS ITEM)

[IV.1 Agenda Request Form.pdf](#)
[25-11-17 Regular.FINAL.pdf](#)

V. BOARD ACTIONS:

- V.1 Report Re: Downtown Improvement District (DID) Annual Update and FY 2024-2025 Annual Report

[V.1 Agenda Request Form.pdf](#)
[Downtown Improvement District Annual Report FY 2024-2025.pdf](#)

- V.2 Report Re: Employee Retirement Account Committee Report (ERAC) Annual Report

[V.2 Agenda Request Form.pdf](#)
[ERAC Board Report for City Commission.pdf](#)

City Commission to recess and convene into a Special Session of the Community Redevelopment Agency

COMMUNITY REDEVELOPMENT AGENCY:

- CRA.1. Approval Re: Minutes of the Special Community Redevelopment Agency Meeting of December 01, 2025 (CITIZENS COMMENTS ARE NOT PERMITTED ON THIS ITEM)

[CRA.1 Agenda Request Form.pdf](#)
[25-12-01 CRA.FINAL.pdf](#)

- CRA.2. Report Re: Newtown Community Redevelopment Agency Advisory Board Report regarding RL Taylor Public Art Mural

[CRA.2 Agenda Request Form.pdf](#)
[26-0105 Agenda Backup Documentation.pdf](#)

Community Redevelopment Agency to adjourn and reconvene as the City Commission

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: Public Art Mural to be located on the Robert L. Taylor Community Center and authorize the Newtown Community Redevelopment Agency Advisory Board to make application to Public Art Committee

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

[26-0105 Agenda Backup Documentation.pdf](#)

- VI.2 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Seventh Amendment to the Lease Agreement between the City of Sarasota and the Sarasota Sailing Squadron, Inc.
[VI.2 Agenda Request Form.pdf](#)
[Sailing Squadron Lease Back Up Material.pdf](#)
- VI.3 Approval Re: Authorize the Mayor and the City Auditor and Clerk to execute a Purchase and Sale Agreement between the City of Sarasota and Plymouth Harbor, Inc., for the conveyance of approximately 650 square feet of City-owned property located at 710 John Ringling Causeway in the amount of \$16,350.00
[VI.3 Agenda Request Form.pdf](#)
[010526 Agenda Backup Documents 121725.pdf](#)
- VI.4 Approval Re: Authorize the Mayor and City Auditor and Clerk to Execute the First Amendment to and First Extension Agreement between the City of Sarasota and Michell Humphrey & Co., RFP #13-65DB) for Software Products License and Maintenance Support, with annual total estimated costs in the amounts of \$218,071.00 for the first and second years, and \$224,607.00 for the third year
[VI.4 Agenda Request Form.pdf](#)
[FTG AND EPLANS EXTENSION BACKUP.pdf](#)
- VI.5 Approval Re: Authorize the Mayor and the City Auditor and Clerk to execute the Collective Bargaining Agreement between the City of Sarasota and the Citrus, Cannery, Food Processing and Allied Workers, Drivers, Warehousemen and Helpers, affiliated with the International Brotherhood of Teamsters Local No. 173
[VI.5 Agenda Request Form.pdf](#)
[Teamsters Union Local No. 173 Collective Bargaining Agreement.pdf](#)
- VI.6 Approval Re: Authorize the Mayor and the City Auditor and Clerk to execute the Agreement between the City of Sarasota and Kimley-Horn and Associates, Inc. (RFP 25-36HR) for Traffic Signal Upgrade Consulting Services
[VI.6 Agenda Request Form.pdf](#)
[Back Up Documents 25-36HR Final.pdf](#)
- VI.7 Approval Re: Authorize the Mayor and the City Auditor and Clerk to execute the Agreement between the City of Sarasota and Associated Space Design, Florida, Inc., D/B/A ASD/SKY; Fawley Bryant Architects, Inc.; Jacobs Engineering Group Inc.; and Sweet Sparkman Architects, Inc. (RFP 25-28HR) for As-Needed Architectural Services
[VI.7 Agenda Request Form.pdf](#)
[Back Up For RFP25-28HR.pdf](#)
- VI.8 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Agreement between the City of Sarasota and Cummins Cederberg, Inc. and Taylor Engineering, Inc. (RFP 25-09HR) for Coastal Engineering Consulting Services. The City has spent \$473,123.91 under previous Agreement (RFP 19-54TS) for Consulting Engineering Services (Coastal Engineering)
[VI.8 Agenda Request Form.pdf](#)

- VI.9 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Professional Services Agreement between the City of Sarasota and Ferguson Enterprises, LLC d/b/a Ferguson Waterworks for Network As A Service project in the amount of \$2,215,712.28

[VI.9 Agenda Request Form.pdf](#)

[CompletePacketNeptune.pdf](#)

- VI.10 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute Piggyback Agreement between the City of Sarasota and Core & Main LP to provide Utility Materials and Commodities on an as-needed basis with an estimated annual amount of \$500,000.00

[VI.10 Agenda Request Form.pdf](#)

[CompletePacketCoreMain.pdf](#)

- VI.11 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute First Extension of Agreement for Sodium Bisulfite between the City of Sarasota and Odyssey Manufacturing Co. to provide sodium bisulfite on an as needed basis with an annual total estimated cost in the amount of \$110,000.00

[VI.11 Agenda Request Form.pdf](#)

[CompletePacket.SodiumBisulfite.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 26R-3370, authorizing the execution by the Mayor and attestation by the City Auditor and Clerk on behalf of the City of Sarasota of the State of Florida Department of Transportation Public Transportation Grant Agreement for expenses associated with providing public transportation along the State Road 789 corridor, etc. (Title Only)

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

[Backup Materials 26R-3370 and PTGA.pdf](#)

- VII.2 Adoption Re: Proposed Resolution No. 26R-3371, 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 increase an expenditure budget within multiple funds for salary increases in FY2026 due to a recently signed Teamster union contract

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

[Res 26R-3371 Backup 01-05-26.pdf](#)

- VII.3 Adoption Re: Second Reading of Proposed Ordinance No. 25-5572, amending the description of the Purpose, Powers, Function, Duties and Authority of the Downtown Improvement District to correspond and align with the description of same found in the Downtown Improvement District Strategic Plan; and amending

and re-stating Ordinance No. 08-4832 which originally established the Downtown Improvement District as amended by Ordinances 12-5005, 15-5123, and 24-5463; repealing Ordinances in conflict, etc. (Title Only)

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

[ORDINANCE NO. 25-5572 - Back Up Material.pdf](#)

- VII.4 Adoption Re: Second Reading of Proposed Ordinance No. 26-5587, amending the Sarasota City Code Chapter 2, Administration, Article V, Boards, Commissions and Committees, Division 2.6, Affordable Housing Advisory Committee, Section 2-278, Composition, Appointment, Terms of Office, Procedures; providing for changes to the composition of the Board and providing that all board members will now be appointed by the City Commission; repealing ordinances in conflict, etc. (Title Only)

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

[Back-Up-Ord No 26-5587 \(1-05-2026\).pdf](#)

VIII. BOARD APPOINTMENTS:

- VIII.1 Appointment Re: Affordable Housing Advisory Committee

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

[AFFORDABLE HOUSING ADVISORY COMMITTEE.pdf](#)

- VIII.2 Appointment Re: Historic Preservation Board

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

[Historic Preservation Board Backup.pdf](#)

IX. UNFINISHED BUSINESS:

- IX.1 Approval Re: Authorize the Mayor, City Auditor and Clerk, and City Attorney to execute the proposed Management and Operations Agreement and to authorize appending said Agreement to the Partnership Agreement between the City of Sarasota and the Bay Park Conservancy as Exhibit G

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

[Back up Material - BPC Management and Operations Exhibit G.pdf](#)

- IX.2 Approval Re: Sarasota/Manatee Metropolitan Planning Organization (MPO) City of Sarasota 2026 Transportation Project Priorities List

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

[Back Up Documents for MPO Project Priorities.pdf](#)

- IX.3 Discussion Re: City Manager Search Update

[IX.3 Agenda Request Form.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.

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.

XII. NEW BUSINESS:

XII.1 Approval Re: Request for waiver of the Application of local preference for the Downtown Master Plan Update consultant solicitation pursuant to the City of Sarasota Procurement Code Sec. 2-368(e)

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

XII.2 Discussion Re: City working with the Housing Authority to potentially participate in the construction of public parking spaces in the proposed McCown Towers III new Senior Housing Development Application and parking garage

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

XII.3 Discussion Re: Re-Scheduling the Monday, March 16, 2026 Regular City Commission Meeting to Monday, March 23, 2026

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

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

[1-5-26 Regular Meeting Notice.pdf](#)

[1-5-26 CRA Meeting Notice.pdf](#)

CITY COMMISSION RULES OF PROCEDURE

CITY COMMISSION RULES OF PROCEDURE

[RulesofProcedure April 2025.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 two 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-3370

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA, AUTHORIZING THE EXECUTION BY THE MAYOR AND ATTESTATION BY THE CITY AUDITOR AND CLERK ON BEHALF OF THE CITY OF SARASOTA OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR EXPENSES ASSOCIATED WITH PROVIDING PUBLIC TRANSPORTATION ALONG THE STATE ROAD 789 CORRIDOR; PROVIDING FOR READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sarasota has the authority to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended; and

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 State of Florida Department of Transportation PTGA Financial Project No. 448714-1-84-03 regarding the open-air trolley service for the City of Sarasota, Florida; 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.

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 State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project No. 448714-1-84-03 regarding the open-air trolley service for the City of Sarasota. The Mayor and City Auditor and Clerk are likewise authorized to modify or terminate the Public Transportation Grant Agreement subject to City Commission approval. The Public Transportation Grant Agreement requires annual amendment in order to memorialize the ongoing funding of Project No. 448714-1-84-03. By this Resolution 26R-3370, the then current Mayor and City Auditor and Clerk are hereby

authorized to execute those future annual amendments without further action of the City Commission. A copy of said State of Florida Department of Transportation Public Transportation Amendment to the Public Transportation Grant Agreement for Financial Project No. 448714-1-84-03 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 State of Florida Department of Transportation Public Transportation Amendment to the Public Transportation Grant Agreement as executed by the Mayor and attested by the City Auditor and Clerk.

Section 3. 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 for public viewing at City Hall for at least (3) days prior to adoption, as authorized by the Article IV, Section 2, Charter of the City of Sarasota, Florida, this ____ day of January, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence) 448714-1-84-03	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency UEI Number: DL5NNJHM22K4	DPTO	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55012020129 Vendor Number: F596000426034
Contract Number:			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: 55.013			
CSFA Title: Transit Corridor Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Sarasota, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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 Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Agency's eligible administrative, management and operational expenses of providing public transportation along the State Road 789 corridor through the Transit Corridor Development Program, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, 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. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 10/25

- ☒ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
- ☐ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
- ☒ Exhibit E4: Energy Policy Goals Reporting
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ☐ *Additional Exhibit(s):

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

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency 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 prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency'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. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency 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 Agency 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 Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency 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 Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$742,114. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$371,057 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency 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", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been 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**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

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X Travel expenses are NOT eligible for reimbursement under this Agreement.

— Travel expenses ARE eligible for reimbursement under this Agreement. 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 Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless 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. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency 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 Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables 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 deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency 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 records shall be furnished to the Department upon request. Records of costs incurred include the Agency'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.

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- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** 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 that it has with the Agency owing such amount if, upon written 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. **Final Invoice.** The Agency 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.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** 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, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

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shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency 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 arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency 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.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
- i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
- i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

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iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency 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.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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

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state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs 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 DBEs have the opportunity to compete for and perform contracts. The Agency 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.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency 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 State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

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Federal Funded:

- 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 Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency 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 Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency 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 Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency 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 Agency 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 Agency 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 Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency 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 Agency’s audit period for each applicable audit year. In the event the Agency 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 Agency’s resources obtained from other than Federal entities).
 - iv. The Agency 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.

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The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. 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 Agency'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 Agency 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 Agency 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 Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency'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.
- 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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance 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 state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

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- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency 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 Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency'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.
- c. The Agency 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, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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.
- b. **Discriminatory Vendor List.** 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

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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.

- c. **Non-Responsible Contractors.** 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 Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency 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 the Agency during the term of the contract; and
 - ii. Expressly require any 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.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

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Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
 - ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. 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 Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

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PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency 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 Agency 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.
- c. **Severability.** 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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency 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. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency 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 Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** 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.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

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and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Sarasota

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Nicole E. Mills, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Don Conway, Senior Attorney

08
DC

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): To assist with the Agency's eligible administrative, management and operational expenses of providing public transportation along the State Road 789 corridor. This corridor project shall enhance the regional mobility of all citizens and encourage the use of public transportation. This project shall relieve congestion and improve capacity within the State Road 789 corridor.

The City of Sarasota is to operate a circulator along the State Road 789 corridor from the general areas of downtown Sarasota to St. Armands Circle in Sarasota, Florida. This project may include additional stops within a reasonable proximity of the circulator along State Road 789.

B. Project Location (limits, city, county, map): Within Sarasota County, Florida along the State Road 789 corridor

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project is for the Department's participation in the circulator operated by the City of Sarasota along the SR 789 corridor between downtown Sarasota to St. Armands Circle and may include other nearby stop locations along State Road 789, as determined by the transit agency and approved by the Department's Project Manager.

The Department recognizes the necessity of, and allows, the Agency to provide public transportation services under this Agreement beyond its geographic boundaries for achievement of effective and efficient public transit services, and for public necessity and convenience.

D. Deliverable(s): The Agency shall provide a progress report utilizing the FDOT Project Monitoring Status report with each invoice submittal to reflect passenger trips - ridership, passengers/revenue mile, passengers/revenue hour, average headways, farebox revenues, revenue hours, revenue miles, cost/passenger and if available, the transit travel time - stop to stop travel time including stop time to unload/load passengers. If invoicing is delayed, a quarterly report must still be provided.

When submitting an invoice for reimbursement the Agency must submit the invoice using the FDOT Transit Operating Invoice Form. The Agency will provide appropriate documentation to support all costs being submitted for reimbursement.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Expenses created from third-party contracts which were not approved by the Florida Department of Transportation in accordance with Article 12 of the document.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

**Schedule of Financial Assistance
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
448714-1-84-03	DPTO	088774	2026	751000	55.013	Transit Corridor Development Program	\$371,057.00
Total Financial Assistance							\$371,057.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$371,057	\$371,057	\$0	\$742,114
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$371,057	\$371,057	\$0	\$742,114

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

☐ Monthly

☐ Quarterly

☒ Other: Within three months of the date the Department approved the last invoice.

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	N/A
Common Name/UZA Name (Transit Only)	N/A

BUDGET/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, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dale Hanson

Department Grant Manager Name

DocuSigned by:

Dale Hanson

11/20/2025 | 12:35 PM EST

Signature

EBBC4131523C4C4...

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Transit Corridor Program)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System** - In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Timeline for Transit Corridor Activities prior to the commencement of the project.
- 7. Annual Report.** The Agency will provide an annual report including the following information: an evaluation of the attainment of the goals and objectives, the reasons any of the goals were not met, and the benefit accrued by the Agency/Community. Should a project not meet its goals and objectives, the District shall determine if it is necessary to terminate the project. This report will accompany the Final Invoice for reimbursement.

-- End of Exhibit E --

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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Exhibit E2

**PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT
(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.
2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:
 - a. a brand or logo of the public transit provider,
 - b. the official seal of the jurisdictional governmental entity, or
 - c. a state agency public service announcement.
3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

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EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall attest in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

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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:

(1) Salaries: A payroll register or similar documentation should be submitted. 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.

(2) 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.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that 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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Transit Corridor Development Program
CSFA Number: 55.013
***Award Amount:** \$371,057

*The award amount may change with amendments

Specific project information for CSFA Number 55.013 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.013 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. 26R-3371

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 5th day of January 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 Amendments for 2025-26

Back up #	Cost Center	Program	Spend/Revenue Category	Grant/Project	Appropriated Expense	Appropriated Revenue	Use of Fund Balance
<u>F.1000 General Fund</u>							
1/5/2026	Development Services	Development Services	Salaries and Wages		\$ 2,600.00		
	Engineering	Projects Management	Salaries and Wages		\$ 5,199.99		
	Engineering	General Engineering	Salaries and Wages		\$ 7,799.99		
	Facilities Management	Facilities Management	Salaries and Wages		\$ 10,399.99		
	Governmental Affairs	Purchasing	Salaries and Wages		\$ 5,199.99		
	Streets and Highway	Infrastructure Maintenance	Salaries and Wages		\$ 7,799.99		
	Streets and Highway	Traffic control/Street Lights	Salaries and Wages		\$ 5,199.99		
	Streets and Highway	Street Sweeping	Salaries and Wages		\$ 5,199.99		
	Non-Park Maintenance	Non-Park Maintenance	Salaries and Wages		\$ 7,799.99		
	Parks and Recreation	R L Taylor Community Center	Salaries and Wages		\$ 2,600.00		
	Parks and Recreation	Parks Maintenance	Salaries and Wages		\$ 15,599.98		
	Criminal Investigation Division	Victim Advocate	Salaries and Wages		\$ 2,600.00		
	Criminal Investigation Division	Property and Evidence Unit	Salaries and Wages		\$ 2,600.00		
	Support Services Division	Managment Information Systems	Salaries and Wages		\$ 5,199.99		
	Support Services Division	Real Time Operations Center	Salaries and Wages		\$ 5,199.99		
	Professional Standard Division	Training	Salaries and Wages		\$ 2,600.00		
						\$	93,599.91
<u>F.1106 - Building Services Fund</u>							
	Building Services	Building Const. Tech Inspections	Salaries and Wages		\$ 10,399.99		
						\$	10,399.99
<u>F.4001 - Water Revenue Fund</u>							
	Water Utilities	Administration Water	Salaries and Wages		\$ 1,170.00		
	Water Utilities	Verna Well Field	Salaries and Wages		\$ 5,199.99		
	Water Utilities	Waterr Treatment Facility	Salaries and Wages		\$ 12,999.99		
	Water Utilities	Distribution System	Salaries and Wages		\$ 11,699.99		
	Water Utilities	Constuction Services Water	Salaries and Wages		\$ 5,850.00		
	Water Utilities	Reliability Special Projects - Water	Salaries and Wages		\$ 4,680.00		
	WasteWater Utilities	Administration WasteWater	Salaries and Wages		\$ 1,430.00		
	WasteWater Utilities	Construction Services Sewer	Salaries and Wages		\$ 5,719.99		
	WasteWater Utilities	Collection System	Salaries and Wages		\$ 1,300.00		
	Utilities Billing Office	Utities Billing Office	Salaries and Wages		\$ 5,199.99		
						\$	55,249.95
<u>F.4002 - Sewer Revenue Fund</u>							

EXHIBIT A
City of Sarasota
Budget Amendments for 2025-26

Back up #	Cost Center	Program	Spend/Revenue Category	Grant/Project	Appropriated Expense	Appropriated Revenue	Use of Fund Balance
	WasteWater Utilities	Construction Services Sewer	Salaries and Wages		\$ 1,430.00		
	WasteWater Utilities	Collection System	Salaries and Wages		\$ 10,399.99		
	WasteWater Utilities	Lift Stations	Salaries and Wages		\$ 2,600.00		
	WasteWater Utilities	WasteWater Treatment Facility	Salaries and Wages		\$ 10,399.99		
	WasteWater Utilities	Reliability Special Projects Sewer	Salaries and Wages		\$ 5,719.99		
							\$ 30,549.96
							<i>F.4103 - Solid Waste Management Fund</i>
	Solid Waste Management	Solid Waste Management	Salaries and Wages		\$ 31,199.97		
							\$ 31,199.97
							<i>F.4107 - Parking Management Fund</i>
	Parking Management	Parking Enforcement	Salaries and Wages		\$ 5,199.99		
							\$ 5,199.99
							<i>F.5001 - Fleet Services</i>
	Fleet Services	Fleet Services	Salaries and Wages		\$ 10,399.99		
							\$ 10,399.99
					\$ 236,599.77		\$ 236,599.77
			TOTAL ALL FUNDS				

Description: to increase the expenditure budget for Teamster's due to a contract being signed for FY26

ORDINANCE NO. 25-5572

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA; AMENDING THE DESCRIPTION OF THE PURPOSE, POWERS, FUNCTION, DUTIES AND AUTHORITY OF THE DOWNTOWN IMPROVEMENT DISTRICT TO CORRESPOND AND ALIGN WITH THE DESCRIPTION OF SAME FOUND IN THE DOWNTOWN IMPROVEMENT DISTRICT STRATEGIC PLAN; AND AMENDING AND RE-STATING ORDINANCE NO. 08-4832 WHICH ORIGINALLY ESTABLISHED THE DOWNTOWN IMPROVEMENT DISTRICT AS AMENDED BY ORDINANCES 12-5005, 15-5123, AND 24-5463; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 17, 2008, the City Commission passed on second reading and finally adopted Ordinance 08-4832 which created and established the Downtown Improvement District; and,

WHEREAS, Ordinance 08-4832 was adopted pursuant to authority conferred by Section 189.4041 Florida Statutes (2008) which provided that a municipality was authorized to create dependent special districts within the boundary lines of the municipality; and,

WHEREAS, Section 189.4041 Florida Statutes was recodified as Section 189.02 Florida Statutes and Section 189.02(3) continues to provide that a municipality is authorized to create dependent special districts within the boundary lines of the municipality; and,

WHEREAS, a special district is defined in Section 189.012(6) Florida Statutes to mean "a unit of local government created for a special purpose, as opposed to a general purpose, which has jurisdiction to operate within a limited geographical boundary and is created by general law, special act, local ordinance or by rule of the Governor and Cabinet;" and,

WHEREAS, the Downtown Improvement District is a dependent special district as defined in Section 189.012(2) Florida Statutes; and,

WHEREAS, on February 21, 2012, the City Commission passed on second reading and finally adopted Ordinance 12-5005 which expanded the geographic boundary of the Downtown Improvement District to include any non-residential properties then having a street address of 1301 Main Street; and,

WHEREAS, on February 17, 2015, the City Commission passed on second reading and finally adopted Ordinance 15-5123 to clarify the authority of the Downtown

Improvement District to award grants of District funds pursuant to a policy of the District's governing board; and,

WHEREAS, on September 18, 2023, the City Commission passed on second reading and finally adopted Ordinance 23-5463 to clarify the eligibility requirements for membership on the Downtown Improvement District Board of Directors; and,

WHEREAS, both the former Section 189.4041 Florida Statutes and the currently in effect Section 189.02 Florida Statutes require that a local ordinance creating a dependent special district shall include a section addressing "the purpose, powers, functions and duties" of the district and a section addressing "the authority" of the district; and,

WHEREAS, among other powers and functions given to the Downtown Improvement District by City ordinance, the District has the power and authority to "envision and develop a strategic plan with goals and specific objectives as well as timelines for completion of same;" and,

WHEREAS, acting in accordance with its authority as provided by ordinance, on September 5, 2024 the Downtown Improvement District adopted a new Strategic Plan which was subsequently presented to and accepted by the City Commission on October 21, 2024; and,

WHEREAS, the Strategic Plan contains five "Focus Areas." which are: (1) Economic Vitality; (2) Advocacy and Partnership; (3) Beautification and Placemaking; (4) Marketing and Image; and (5) Clean, Safe, and Welcoming; and,

WHEREAS, the objectives enumerated under each of the five Focus Areas in Section 2 of this Ordinance are intended to be aspirational goals and are not to be construed as mandates that the District is required to achieve; and,

WHEREAS, the list of items enumerated in Section 4 of this Ordinance is intended to be a list of functions that the District Board of Directors is authorized, but not required, to perform. The exercise of the authority conferred by Section 4 is intended to be within the discretion of the District Board; and,

WHEREAS, the 2024 Florida Legislature enacted House Bill 7013 which revised numerous statutory provisions relating to special districts and which created Section 189.0694 Florida Statutes, (2024); and,

WHEREAS Section 189.0694(1) Florida Statutes requires all special districts to establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved; and,

WHEREAS, the Downtown Improvement District Strategic Plan approved on September 5, 2024 satisfies the above stated requirements of the new Section 189.0694(1) Florida Statutes created by HB 7013; and,

WHEREAS, the new Section 189.0694(2) Florida Statutes created by HB 7013 further requires that by December 1 of each year, each special district must publish an annual report on the district's website describing (a) the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination; and (b) any goals or objectives the district failed to achieve; and,

WHEREAS, the Downtown Improvement District has complied with the above stated requirements of Section 189.0694(2) and has made a report to the City Commission regarding such compliance on May 5, 2025; and,

WHEREAS, also on May 5, 2025, in the context of its report to the City Commission, the Downtown Improvement District requested and received authorization from the City Commission to propose revisions to the District's enabling ordinance (Ordinance no. 08-4832, as amended) for the purpose of ensuring that the required sections addressing the "purpose, powers, functions and duties" and "the authority" of the district are aligned with the "Focus Areas" found in the strategic plan; and,

WHEREAS, on May 5, 2025, the Downtown Improvement District also requested and received authorization from the City Commission to set the above described proposed ordinance for public hearing; and,

WHEREAS, the District's proposals for revisions to its enabling ordinance are set forth in this Ordinance 25-5572, which has been set for public hearing on December 1, 2025; and,

WHEREAS, Ordinance 08-4832, which originally established the Downtown Improvement District, as amended by Ordinances 12-5005; 15-5123; and 23-5463, is hereby amended and re-stated in its entirety as shown herein below. Deleted text is shown in ~~strike-through~~ format. New text is shown in underline format.

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

Section 1. Creation. There is hereby created the Downtown Improvement District, hereinafter referred to as the District. The District ~~is~~ was created pursuant to authority set forth in Section 189.4041, Florida Statutes (2008), which has been recodified as Section 189.02 Florida Statutes. The District shall be a dependent special district of the City of Sarasota, Florida.

Section 2. Purpose, Powers, Functions and Duties. The general purpose, powers, functions and duties of the District ~~will be to improve the Downtown Core of the City of Sarasota.~~ are to foster a vibrant, competitive, and thriving downtown that attracts and retains businesses, employees, and visitors to the City of Sarasota. In order to achieve its purpose and in the course of performing its powers, functions and duties, Tthe District will have as its goals focus on the following five "Focus Areas" enumerated in the Strategic Plan adopted by the District Board of Directors on September 5, 2024:

A. ~~Contract with the City to obtain a higher level of service for trash collection, removing litter and graffiti, washing sidewalks, trimming trees and planting flowers.~~

B. ~~Contract with the City to improve the downtown ambiance with pedestrian scale lighting, street furniture and continuous streetscape reinvestment as well as the care of the trees and flowers.~~

C. ~~Envision and develop a strategic plan with goals and specific objectives as well as timelines for completion of same.~~

D. ~~Make recommendations to the City Commission regarding management of private activity in public spaces such as sidewalk vending, street furniture and performances and assist with monitoring code compliance.~~

E. ~~Make recommendations to the City Commission regarding the public parking system and transient activity within the District.~~

F. ~~Recruit and retain businesses by offering financial incentives for new and expanding businesses, conducting market research and providing data reports, retail/office space lease and property sales marketing information.~~

G. ~~Welcome downtown consumers with high visibility uniformed street guides and staffed sidewalk hospitality kiosks.~~

H. ~~Market the downtown by producing festivals and events, maps, newsletters coordinating sales promotions, image enhancement and advertising campaigns.~~

A. Economic Vitality - The economic vitality of downtown Sarasota is crucial for the prosperity of both the Downtown Improvement District and the City of Sarasota. The Downtown Improvement District will leverage this vitality to enhance property values by cultivating a competitive urban core, by attracting and retaining investments, and by creating a lively commercial atmosphere for the benefit of businesses, residents and visitors alike. The objectives for economic vitality within the District include:

1. Encourage a diverse mix of retail, dining, service, professional office, and entertainment businesses to enhance economic resilience.

2. Promote and support commercial property owners and their tenants through incentive programs aimed at the improvement and enhancement of commercial spaces and the development and redevelopment of commercial properties to stimulate economic activity. Such incentive programs shall be administered in accordance with a written policy that has been approved by the District Board of Directors.

3. Assess opportunities to expand the District's boundaries to accommodate growth and to provide additional services.

B. Advocacy and Partnership - The Downtown Improvement District plays a pivotal role in guiding the potential of the downtown area by acting as the principal advocate for commercial property owners within the District. The District facilitates collaboration among stakeholders and decision makers to promote opportunities and tackle challenges. The objectives of the focus on District advocacy and partnership include:

1. Support the continuous upkeep and improvement of city rights-of-way, public easements, and related publicly owned amenities, including future District initiated projects.

2. Foster ongoing communication with commercial property owners in the District to understand and address their needs and concerns and assist with the conveyance of these needs and concerns to the city administration, elected officials and other key stakeholders.

3. Maintain effective communication with the city administration and elected officials to establish and uphold baseline municipal services within the District.

4. Identify and pursue opportunities for enhancements in parking, streetscapes, public art, capital improvements, lighting, and wayfinding signage within the District.

5. Draft and distribute an Annual Report in compliance with Section 189.0694 Florida Statutes, detailing the District's goals, objectives and performance measures.

C. Beautification and Placemaking - The Downtown Improvement District enhances the public spaces within the District through focused initiatives, beautification efforts, and special events that promote street level activity, enhance walkability, and establish the District as a distinctive and memorable regional hub. The objectives for District beautification and placemaking include:

1. Support the activation of public spaces through events such as outdoor markets, art installations, and live performances.

2. Engage with the City in creating and enhancing public spaces like parks, plazas and parklets that serve the community.

3. Identify and prioritize areas for infrastructure improvements, such as bike lanes, pedestrian crossings and traffic stops.

4. Improve the visual and functional quality of public spaces through landscaping, ambient lighting, and wayfinding signage.

5. Advocate for the financial support and resources required for the annual installation, maintenance, and enhancement of holiday lighting and decorations to foster a festive atmosphere, boost tourism, and support local businesses during the holiday season.

D. Marketing and Image - The Downtown Improvement District positions Downtown Sarasota as the leading destination for business, arts, entertainment, shopping and dining in Sarasota County, while continuously enhancing this vision through innovative and impactful marketing strategies. The objectives for marketing and imaging encompass the following:

1. Promote the significance of the District's performing arts venues, museums, merchants and businesses to both residents and visitors.

2. Support the District as the premier destination for business, dining, shopping, and entertainment.

3. Design and distribute branded materials, including signage, brochures, and digital content, that reflect the unique identity of the District.

4. Utilize social media platforms to maintain continuous engagement with the community and promote the District's offerings.

E. Clean, Safe, and Welcoming - The Downtown Improvement District is dedicated to fostering a clean, safe and inviting atmosphere within the District. By working in partnership with the City of Sarasota and investigating innovative technologies and strategies, the District aims to cultivate a secure environment with visually appealing public areas that are welcoming to all visitors. The objectives to make and keep the District clean, safe and welcoming include:

1. Support the City in maintaining or enhancing established service levels for cleaning activities and infrastructure maintenance by regularly assessing cleaning schedules, recommending necessary adjustments, and implementing more efficient cleaning methods and standard cleanings to meet the evolving needs of the District.

2. Explore new technologies and alternative security arrangements, both passive and active, to enhance public safety within the District.

F. In addition to the five "Focus Areas" listed above, the District shall continue to develop and regularly update a Strategic Plan that includes defined goals, specific objectives, and established timelines for achievement consistent with the State of Florida Uniform Special District Accountability Act.

The levels of base line services provided by the City within the boundaries of the District will be addressed by the City Commission annually through the budget process. The City hereby acknowledges that it does not intend to use the District to supplant current levels of baseline services. The City, however, cannot guarantee current levels of service during the future of the District.

The District will ask the City of Sarasota to levy within the boundaries of the District ad valorem taxes to pay the cost incurred by the District to provide the services set forth above. The District shall present its written budgetary requests to the City Manager and

Finance Director of the City of Sarasota annually by April 1. Said request shall include a computation of the funds needed within the District for the upcoming fiscal year so as to meet all of the obligations incurred to provide the services set forth herein.

Section 3. Geographic Boundary Limitations. The geographic boundary limitations of the District are shown as the shaded area on the map attached hereto and incorporated by reference herein as Exhibit "A." Generally, the District is bounded on the north by Second Street, on the east by Goodrich Avenue and Pine Place, on the south by Ringling Boulevard, on the southwest by Palm Avenue or the properties on the southwest side of Palm Avenue and on the west by Cocoanut Avenue, although two parcels on the west side of Cocoanut Avenue at Second Street are included within the boundaries of the District. All non-residential parcels of real property located in the shaded area shown on Exhibit "A" shall be included within the District. A list of all of the non-residential parcels located within the District, by parcel ID number, is attached hereto and incorporated by reference herein as Exhibit "B." In the event of any conflict between Exhibit "A" and Exhibit "B," Exhibit "A" shall control. Exhibit "B" shall be deemed to be modified and updated as the Sarasota County Property Appraiser creates any new parcel ID numbers or terminates any existing parcel ID numbers with regard to non-residential parcels located within the shaded area shown on Exhibit "A." It is the intent of this Ordinance that the District shall always include all non-residential parcels of real property located in the shaded areas depicted on Exhibit "A." As such, any modifications or changes made by the Sarasota County Property Appraiser shall be deemed incorporated into this Ordinance.

Section 4. Authority. The authority of the District shall include those powers enumerated herein necessary to provide the enhanced services described in Section 2,

above. The District shall be granted only the powers and authority set forth herein and shall not have any additional implied powers or authority. The specific powers and authority hereby delegated by the City Commission to the District are as follows:

~~A. The District, subject to approval of the City Commission of the City, may retain as an independent contractor a manager who shall be a person of recognized ability and experience, to serve at the pleasure of the Board of Directors. The District may retain through independent contractors those agents as may be necessary for the proper administration of the duties and functions of the District. The District may retain independent contractors through competitive procurement procedures of the City.~~

A. The District, subject to the approval of the City Commission, shall allocate funds for a City employee and/or independent contractor to function in the role of Manager. This individual must possess the necessary knowledge to carry out essential functions for the effective management and operation of the District under the direction of the Board of Directors. Furthermore, the District may engage additional City employees and/or independent contractors to undertake tasks that are determined by the Board of Directors to be beneficial to the District. All independent contractors must be engaged through the City's competitive procurement process.

B. The District, subject to the approval of the City Commission of the City, may contract for the services of attorneys, engineers, consultants and agents for any lawful purpose of the District. Any such services shall be obtained through the City's procurement process.

C. The District may enter into contracts and agreements and sue and be sued as a body corporate.

D. The District may have and use a corporate seal.

~~E. The District may accept grants and donations of any type of property, labor or other thing of value from any public or private source.~~

E. The District may apply for grants, receive grants, donations and contributions in the form of cash, labor, property or other assets from both public and private entities.

F. The District may award grants of District funds pursuant to an application process and a policy that has been approved by the District's governing ~~to~~ Board of Directors. Grants shall be awarded only upon a finding determination by the Governing Board of Directors that approval of the grant would facilitate achievement of and be consistent with will support the attainment of and align with any one or more of the purposes, powers, functions and duties of the District

enumerated as specified in Section 2 of this Ordinance. Before grant funds are disbursed, the Grantee shall be required to enter into a Grant Agreement with the District and the parties shall adhere to all terms and conditions set forth in the signed Grant Agreement with regard to the administration of the grant, unless modified in writing.

G. The District may ~~coöperate~~ collaborate with and enter into contracts with other governmental agencies ~~or~~ and with other public ~~bodies~~ or private entities.

H. ~~The District may contract with the City for planning assistance and for increased levels of law enforcement protection and security, including additional personnel.~~

H. The District has the authority to actively promote and improve its commercial assets and advantages to attract new businesses to locate within the district and to foster the expansion of business enterprises existing within the district.

I. ~~The District may promote and advertise the commercial advantages of the District so as to attract new businesses and encourage the expansion of existing businesses.~~

I. The District may engage in public promotional efforts, which may encompass the arrangement of events, creation of marketing materials, and utilization of digital channels to enhance the visibility and recognition of the services and offerings to be found in the district.

J. ~~The District may promote and advertise the District to the public and engage in cooperative advertising programs with businesses located in the District.~~

K. J. ~~The District may~~ enter into ~~contracts with the City for a higher level of service with regard to street lighting, streets, drainage, utilities and swales, and provide safe access to mass transportation facilities~~ in order to improve or augment various important or essential public services in the District.

L. K. The District may lease real property as a lessee and may own personal property.

M. L. The District may borrow funds consistent with the Florida Constitution, general and special law and approved, in advance, by the City Commission of the City.

N. ~~The District may contract with the City for administrative services necessary or desirable to carry out the specific purposes of the District set forth in Section 2, above. In such event, the District shall be responsible to the City for the cost of such administrative services.~~

Ø.M. All goods and services obtained by and for the District shall be obtained through the procurement policies and procedures of the City.

The District shall only have those powers specifically enumerated above and shall not have any implied or incidental powers arising from said enumerated powers.

The District may seek from the City of Sarasota, Florida a levy of ad valorem taxes within the District to pay all costs of the District which include, but are not limited to the cost of the City's administrative support for the District; the cost to construct any capital improvements within the District approved by the City Commission; and the cost to maintain improvements and services within the District at a high level as approved by the City Commission of the City of Sarasota, Florida.

Section 5. Best Alternative. The City Commission hereby finds that the creation of the District is the best alternative available in order to further the purpose of the District. The City Commission specifically finds that the assessment of ad valorem taxes is the most equitable method available to fairly apportion among all non-residential property owners within the District the cost of the enhanced services and improvements set forth in Section 2, above.

Section 6. Governing Board. The District shall be governed by a Board of five members. Each member of the Board of Directors of the District shall be a non-residential property owner subject to ad valorem taxation within the District. In the event the non-residential property owner subject to ad valorem taxation within the District is a legal entity other than a natural person, one individual with a legal or beneficial ownership interest in said entity may become a member of the Board of Directors of the District. For purposes of this section, a legal ownership interest means an actual ownership interest in the legal entity non-residential property owner, such as in the case of a corporation, its

shareholders; in the case of a partnership, its partners; or in the case of a limited liability company, its members. A beneficial ownership interest means a right to share in the profits or income from the non-residential property, such as in the case of a trust, a trustee. A board member with a legal ownership interest may also have a beneficial ownership interest. The Board shall be appointed by the City Commission of the City from a list of qualified applicants who have notified the City Auditor and Clerk of the desire to be a member of the Board. Any non-residential property owner subject to ad valorem taxation within the District may notify the City Auditor and Clerk of his or her desire to be a member of the Board. The five- member Board of Directors shall serve for a three-year term. The initial appointment to the Board shall be of two Directors for three-year terms each; two Directors for two-year terms each; and one Director for a one-year term. Consequently, the initial Board shall be made up of members who serve staggered terms. Thereafter, all appointments to the Board by the City Commission shall be for three-year periods except for appointments to fill an unexpired term resulting from a vacancy in office. Each member's term shall commence at the first meeting of the Board of Directors of the District after appointment. Each member shall serve until a replacement member has been appointed and seated. In the event of a vacancy on the Board of Directors as a result of death or resignation of a member thereof, the seat shall be filled by appointment by the City Commission for the remainder of the unexpired term. The members of the Board of Directors of the District shall receive no compensation from the District for serving as the governing board of the District. The Board of Directors of the District shall meet at least quarterly. At the first meeting in the first quarter of each year, the Board of Directors shall elect a chairman and a vice chairman. The Board of Directors shall meet more often than quarterly if necessary to perform the functions set forth in Section 2,

above. The Board of Directors shall be governed by Robert's Rules of Order. The Board of Directors shall serve as the policy- making body of the District. The Board of Directors shall approve all contracts of the District. The Board of Directors shall assure that the representatives of the District implement the enhanced improvements and services set forth in Section 2, above and approved by the City Commission. The District, the members of the Board of Directors and any agents or other representatives of the District shall be subject to any applicable provisions of Florida's Sunshine Law and Public Records Laws.

Section 7. Tax Rebate. In the event the City of Sarasota is required to pay taxes to the District relating to either property owned by the City or due to an allocation of such taxes pursuant to a lease or development agreement with the owner of such property, the District shall rebate such taxes to the City pursuant to a schedule authorized by the Finance Director of the City.

Section 8. Financing in the District. The District shall be financed by ad valorem taxes levied by the City of Sarasota within the District. The City Commission may levy up to 2 mills within the District in order to fund the enhanced services described in Section 2, above. ~~The millage levied within the District shall not be taken into account when calculating the Tax Increment to be deposited into the Redevelopment Trust Fund pursuant to Ordinance No. 87-3065.~~

Section 9. Sarasota City Plan. The creation of the District is consistent with the *Sarasota City Plan* (2008).

Section 10. Notices. The City Auditor and Clerk is hereby directed to provide a certified copy of this Ordinance, within thirty (30) days of its adoption on second reading, to the property appraiser of Sarasota County and the tax collector of Sarasota County so

as to provide such entities notice of the creation of the District for the purposes of including the ad valorem taxes on the 2009, and subsequent year's tax bill. This Notice provision applied only to the adoption of the Ordinance 08-4832 establishing the Downtown Improvement District. It does not apply to subsequent amendments to Ordinance 08-4832.

Section 11. Abridged version. Upon the adoption of this ordinance at second reading, the City Commission hereby authorizes the preparation and execution of an abridged or "clean" version of this Ordinance with the language shown in ~~strike through~~ above deleted in its entirety and the new language shown in underline undistinguished from the remainder of the text.

Section 12. Conflict. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. Effective Date. This Ordinance shall take effect immediately upon second reading. The governing board of the District has been empowered to act as of the effective date of Ordinance 08-4832. The creation of the Downtown Improvement District was effective on the date of second reading of Ordinance 08-4832.

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 1st day of December, 2025.

PASSED on second reading and finally adopted this _____ day of _____, 2025.

Debbie Trice,
Mayor

ATTEST:

Shayla Griggs
City Auditor & Clerk

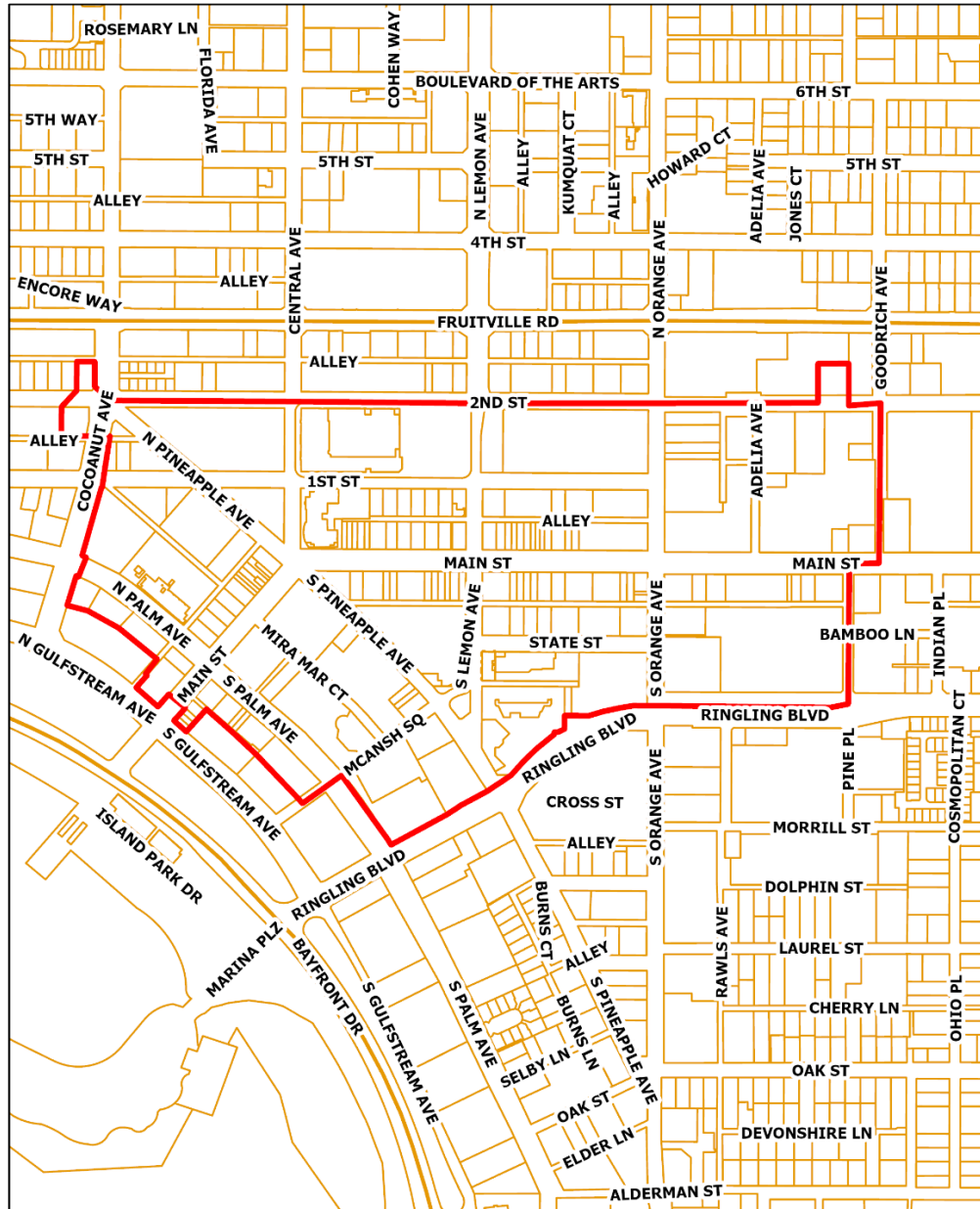
_____ Mayor Debbie Trice
_____ Vice Mayor Kathy Kelley Ohlrich
_____ Commissioner Jen Ahearn-Koch
_____ Commissioner Kyle Scott Battie
_____ Commissioner Liz Alpert

city.atty/ordinances.rf/2025(DID.board.Amend.StrategicPlan.Re-state/10-20-25

Exhibit A



Downtown Improvement District (DID) Boundary



Legend

- Downtown Improvement District (DID) Boundary
- Parcels

NOTE: Created by the City of Sarasota Planning Department in January, 2025. For illustrative purposes only.

Exhibit B**NON-RESIDENTIAL PARCELS LOCATED WITHIN THE DOWNTOWN
IMPROVEMENT DISTRICT**

<u>PARCEL I.D. NUMBER</u>	<u>ADDRESS</u>
<u>2026-13-0059</u>	<u>201 Cocoanut Avenue</u>
<u>2026-13-0060</u>	<u>149 Cocoanut Avenue</u>
<u>2026-13-0099</u>	<u>1331 1st Street</u>
<u>2026-13-0103</u>	<u>135 N. Pineapple Avenue</u>
<u>2026-13-0104</u>	<u>1261 1st Street</u>
<u>2026-13-0105</u>	<u>1269 1st Street</u>
<u>2026-13-0107</u>	<u>1287 1st Street</u>
<u>2026-14-0069</u>	<u>1451 1st Street</u>
<u>2026-14-0101</u>	<u>1565 1st Street</u>
<u>2026-14-0102</u>	<u>150 Lemon Avenue</u>
<u>2026-15-0055</u>	<u>1697 2nd Street</u>
<u>2026-15-0059</u>	<u>1670 2nd Street</u>
<u>2026-15-0060</u>	<u>1660 2nd Street</u>
<u>2026-15-0070</u>	<u>142 N. Orange Avenue</u>
<u>2026-15-0071</u>	<u>130 N. Orange Avenue</u>
<u>2026-15-0072</u>	<u>126 N. Orange Avenue</u>
<u>2026-15-0098</u>	<u>107 N. Goodrich Avenue</u>
<u>2026-15-0099</u>	<u>113 N. Goodrich Avenue</u>
<u>2027-02-0001</u>	<u>1693 Main Street</u>
<u>2027-02-0021</u>	<u>1605 Main Street</u>
<u>2027-02-0027</u>	<u>44 Adelia Avenue</u>
<u>2027-02-0042</u>	<u>1679 Main Street</u>
<u>2027-02-0043</u>	<u>1670 Main Street</u>
<u>2027-02-0045</u>	<u>1664 Main Street</u>
<u>2027-02-0046</u>	<u>1662 Main Street</u>
<u>2027-02-0047</u>	<u>1660 Main Street</u>
<u>2027-02-0050</u>	<u>1618 Main Street</u>

<u>2027-02-0051</u>	<u>1600 Main Street</u>
<u>2027-03-0001</u>	<u>1501 Main Street</u>
<u>2027-03-0002</u>	<u>1509 Main Street</u>
<u>2027-03-0003</u>	<u>1515 Main Street</u>
<u>2027-03-0004</u>	<u>1519 Main Street</u>
<u>2027-03-0005</u>	<u>1521 Main Street</u>
<u>2027-03-0006</u>	<u>1527 Main Street</u>
<u>2027-03-0007</u>	<u>1531 Main Street</u>
<u>2027-03-0008</u>	<u>1535 Main Street</u>
<u>2027-03-0009</u>	<u>1537 Main Street</u>
<u>2027-03-0010</u>	<u>1541 Main Street</u>
<u>2027-03-0011</u>	<u>1551 Main Street</u>
<u>2027-03-0012</u>	<u>1553 Main Street</u>
<u>2027-03-0013</u>	<u>1575 Main Street</u>
<u>2027-03-0018</u>	<u>29 N. Orange Avenue</u>
<u>2027-03-0022</u>	<u>1558 1st Street</u>
<u>2027-03-0024</u>	<u>1544 1st Street</u>
<u>2027-03-0026</u>	<u>1530 1st Street</u>
<u>2027-03-0027</u>	<u>22 N. Lemon Avenue</u>
<u>2027-03-0029</u>	<u>27 N. Lemon Avenue</u>
<u>2027-03-0030</u>	<u>1466 1st Street</u>
<u>2027-03-0031</u>	<u>1458 1st Street</u>
<u>2027-03-0033</u>	<u>1440 1st Street</u>
<u>2027-03-0034</u>	<u>1432 1st Street</u>
<u>2027-03-0038</u>	<u>50 Central Avenue</u>
<u>2027-03-0042</u>	<u>1425 Main Street</u>
<u>2027-03-0043</u>	<u>1429 Main Street</u>
<u>2027-03-0044</u>	<u>1433 Main Street</u>
<u>2027-03-0045</u>	<u>1435 Main Street</u>
<u>2027-03-0046</u>	<u>1437 Main Street</u>
<u>2027-03-0047</u>	<u>1441 Main Street</u>

<u>2027-03-0048</u>	<u>1453 Main Street</u>
<u>2027-03-0049</u>	<u>1459 Main Street</u>
<u>2027-03-0050</u>	<u>1465 Main Street</u>
<u>2027-03-0051</u>	<u>1475 Main Street</u>
<u>2027-03-0052</u>	<u>1481 Main Street</u>
<u>2027-03-0055</u>	<u>1490 Main Street</u>
<u>2027-03-0056</u>	<u>1488 Main Street</u>
<u>2027-03-0058</u>	<u>1480 Main Street</u>
<u>2027-03-0059</u>	<u>1460 Main Street</u>
<u>2027-03-0060</u>	<u>1454 Main Street</u>
<u>2027-03-0061</u>	<u>1448 Main Street</u>
<u>2027-03-0062</u>	<u>1440 Main Street</u>
<u>2027-03-0063</u>	<u>1410 Main Street</u>
<u>2027-03-0064</u>	<u>1400 Main Street</u>
<u>2027-03-0066</u>	<u>1476 Main Street</u>
<u>2027-03-0067</u>	<u>40 S. Pineapple Avenue</u>
<u>2027-03-0068</u>	<u>1390 Main Street</u>
<u>2027-03-0069</u>	<u>1472 Main Street</u>
<u>2027-03-0074</u>	<u>1411 State Street</u>
<u>2027-03-0079</u>	<u>1592 Main Street</u>
<u>2027-03-0081</u>	<u>1586 Main Street</u>
<u>2027-03-0082</u>	<u>1582 Main Street</u>
<u>2027-03-0083</u>	<u>1564 Main Street</u>
<u>2027-03-0085</u>	<u>1548 Main Street</u>
<u>2027-03-0087</u>	<u>1540 Main Street</u>
<u>2027-03-0088</u>	<u>1532 Main Street</u>
<u>2027-03-0089</u>	<u>1528 Main Street</u>
<u>2027-03-0090</u>	<u>1526 Main Street</u>
<u>2027-03-0091</u>	<u>1520 Main Street</u>
<u>2027-03-0092</u>	<u>1516 Main Street</u>
<u>2027-03-0093</u>	<u>1508 Main Street</u>

<u>2027-03-0095</u>	<u>35 S. Lemon Avenue</u>
<u>2027-03-0097</u>	<u>1517 State Street</u>
<u>2027-03-0098</u>	<u>1529 State Street</u>
<u>2027-03-0099</u>	<u>1533 State Street</u>
<u>2027-03-0100</u>	<u>1537 State Street</u>
<u>2027-03-0101</u>	<u>1549 State Street</u>
<u>2027-03-0106</u>	<u>1595 State Street</u>
<u>2027-03-0108</u>	<u>16 S. Orange Avenue</u>
<u>2027-03-0109</u>	<u>14 S. Orange Avenue</u>
<u>2027-03-1001</u>	<u>1444 1st Street - Unit A</u>
<u>2027-03-1002</u>	<u>1444 1st Street - Unit B</u>
<u>2027-03-3003</u>	<u>50 Central Avenue, Unit C</u>
<u>2027-04-0018</u>	<u>25 N. Pineapple Avenue</u>
<u>2027-04-0023</u>	<u>1296 1st Street</u>
<u>2027-04-0025</u>	<u>1266 1st Street</u>
<u>2027-04-0028</u>	<u>1255 N. Palm Avenue</u>
<u>2027-04-0046</u>	<u>1264 Palm Avenue</u>
<u>2027-04-0047</u>	<u>1262 Palm Avenue</u>
<u>2027-04-0048</u>	<u>1260 Palm Avenue</u>
<u>2027-04-0062</u>	<u>1274 Palm Avenue</u>
<u>2027-04-0063</u>	<u>1272 Palm Avenue</u>
<u>2027-04-0064</u>	<u>1270 Palm Avenue</u>
<u>2027-04-0065</u>	<u>1268 Palm Avenue</u>
<u>2027-04-0066</u>	<u>1266 Palm Avenue</u>
<u>2027-04-0072</u>	<u>1343 Main Street</u>
<u>2027-04-0074</u>	<u>1345 Main Street</u>
<u>2027-04-007 5</u>	<u>1355 Main Street</u>
<u>2027-04-0076</u>	<u>1359 Main Street</u>
<u>2027-04-0077</u>	<u>1367 Main Street</u>
<u>2027-04-0078</u>	<u>1373 Main Street</u>
<u>2027-04-0080</u>	<u>13 77 Main Street</u>

<u>2027-04-0082</u>	<u>1383 Main Street</u>
<u>2027-04-0083</u>	<u>1385 Main Street</u>
<u>2027-04-0085</u>	<u>1395 Main Street</u>
<u>2027-05-0005</u>	<u>32 Palm Avenue</u>
<u>2027-05-0006</u>	<u>33 S. Palm Avenue</u>
<u>2027-05-0007</u>	<u>30 S. Palm Avenue</u>
<u>2027-05-0008</u>	<u>16 S. Palm Avenue</u>
<u>2027-05-0012</u>	<u>1316 Main Street</u>
<u>2027-05-0014</u>	<u>1310 Main Street</u>
<u>2027-05-0015</u>	<u>1306 Main Street</u>
<u>2027-05-0016</u>	<u>1300 Main Street</u>
<u>2027-05-0017</u>	<u>1301 Main Street</u>
<u>2027-05-0018</u>	<u>1311 Main Street</u>
<u>2027-05-0019</u>	<u>1319 Main Street</u>
<u>2027-05-0020</u>	<u>1298 N. Palm Avenue</u>
<u>2027-05-0034</u>	<u>46 Palm Avenue</u>
<u>2027-05-2001</u>	<u>56 S. Palm Avenue</u>
<u>2027-05-2002</u>	<u>60 S. Palm Avenue</u>
<u>2027-05-2003</u>	<u>64 S. Palm Avenue</u>
<u>2027-05-2004</u>	<u>68 S. Palm Avenue</u>
<u>2027-05-2005</u>	<u>72 S. Palm Avenue</u>
<u>2027-05-2006</u>	<u>76 S. Palm Avenue</u>
<u>2027-05-2007</u>	<u>80 S. Palm Avenue</u>
<u>2027-05-3001</u>	<u>1255 N. Gulfstream Avenue Unit</u>
<u>2027-05-3002</u>	<u>CUI 1255 N. Gulfstream Avenue</u>
<u>2027-05-3003</u>	<u>Unit CU2 1255 N. Gulfstream</u>
<u>2027-05-3004</u>	<u>Avenue Unit CU3 1255 N.</u>
<u>2027-05-3005</u>	<u>Gulfstream Avenue Unit CU4</u>
<u>2027-05-3006</u>	<u>1282N. Palm Avenue Unit CU5</u>
<u>2027-05-3007</u>	<u>1284 N. Palm Avenue Unit CU6</u>
<u>2027-05-3008</u>	<u>1286 N. Palm Avenue Unit CU7</u>

<u>2027-05-3009</u>	<u>1288 N. Palm Avenue Unit CU8</u>
<u>2027-05-4001</u>	<u>1290 N. Palm Avenue Unit CU9 1</u>
<u>2027-05-4002</u>	<u>330 Main Street 1 Unit 1</u>
<u>2027-05-5001</u>	<u>1330 Main Street Unit 2</u>
<u>2027-05-5002</u>	<u>1350 Main Street Unit CU001</u>
<u>2027-05-5003</u>	<u>1350 Main Street Unit CU002</u>
<u>2027-05-5004</u>	<u>1350 Main Street Unit CU003</u>
<u>2027-05-5005</u>	<u>1350 Main Street Unit CU004</u>
<u>2027-05-5006</u>	<u>15 South Palm Avenue Unit CU005</u>
<u>2027-05-5007</u>	<u>15 South Palm Avenue Unit CU006</u>
<u>2027-06-0013</u>	<u>15 South Palm Avenue Unit CU007</u>
<u>2027-06-0026</u>	<u>1549 Ringling Boulevard</u>
<u>2027-06-0027</u>	<u>1400 State Street</u>
<u>2027-06-0029</u>	<u>127 S. Pineapple Avenue</u>
<u>2027-06-0032</u>	<u>136 Pineapple Avenue</u>
<u>2027-06-0042</u>	<u>124 Pineapple Avenue</u>
<u>2027-06-0046</u>	<u>47 S. Palm Avenue</u>
<u>2027-06-0056</u>	<u>30 Mira Mar Court</u>
<u>2027-06-0063</u>	<u>222 S. Palm Avenue</u>
<u>2027-06-0088</u>	<u>1515 Ringling Boulevard</u>
<u>2027-06-0089</u>	<u>204 S. Pineapple Avenue</u>
<u>2027-06-0090</u>	<u>240 S. Pineapple Avenue</u>
<u>2027-07-0020</u>	<u>1401 Ringling Boulevard</u>
<u>2027-07-0022</u>	<u>27 S. Orange Avenue</u>
<u>2027-07-0025</u>	<u>99 S. Orange Avenue</u>
	1661 <u>Ringling Boulevard</u>

1301 Main Street address:

<u>PARCEL I.D. NUMBER</u>	<u>ADDRESS</u>
<u>0000008598</u>	<u>1301 Main Street</u>
<u>2027056001</u>	<u>1301 Main Street</u>
<u>2027056002</u>	<u>1301 Main Street</u>
<u>2027056003</u>	<u>1301 Main Street</u>
<u>2027056004</u>	<u>1301 Main Street</u>
<u>2027056005</u>	<u>1301 Main Street</u>
<u>2027056006</u>	<u>1301 Main Street</u>
<u>2027056026</u>	<u>1301 Main Street</u>

ORDINANCE NO. 26-5587

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA AMENDING THE SARASOTA CITY CODE CHAPTER 2, ADMINISTRATION, ARTICLE V, BOARDS, COMMISSIONS AND COMMITTEES, DIVISION 2.6, AFFORDABLE HOUSING ADVISORY COMMITTEE, SECTION 2-278, COMPOSITION, APPOINTMENT, TERMS OF OFFICE, PROCEDURES; PROVIDING FOR CHANGES TO THE COMPOSITION OF THE BOARD AND PROVIDING THAT ALL BOARD MEMBERS WILL NOW BE APPOINTED BY THE CITY COMMISSION; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2008, the City Commission passed on second reading and finally adopted Ordinance No. 08-4817 which added to Chapter 2, Article V, Sarasota City Code, a new Division 2.6 thereby creating the Affordable Housing Advisory Committee; and

WHEREAS, the Affordable Housing Advisory Committee has been comprised of both City of Sarasota and Sarasota County residents or persons who work within the City of Sarasota or Sarasota County, appointed by both the City Commission of the City of Sarasota and the Board of County Commissioners of Sarasota County; and

WHEREAS, the Interlocal Agreement establishing a Joint Affordable Housing Advisory Committee between Sarasota County and the City of Sarasota was dissolved by unanimous vote of the Sarasota Board of County Commissioners on July 9, 2025; and

WHEREAS, Sarasota County now administers its State Housing Initiatives Partnership program (SHIP) allocation on its own, through its Housing Enhancement and Redevelopment Office; and

WHEREAS, the City Commission of the City of Sarasota desires to amend Chapter 2, Administration, Article V, Boards, Commissions and Committees, Division 2.6, Affordable Housing Advisory Committee, so as to update the composition of the Advisory Committee and the selection process given the recent changes in the administration of the City and County's respective affordable housing programs; and

WHEREAS, the City Commission, after conducting a duly noticed legislative public hearing on December 1, 2025, hereby finds that it is in furtherance of the public health, safety and welfare to amend the Sarasota City Code, Chapter 2, Administration, Article V, Boards, Commissions and Committees, Division 2.6, Affordable Housing Advisory Committee, as set forth herein.

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

Section 1. The Sarasota City Code, Chapter 2, Administration, Article V, Boards, Commissions and Committees, Division 2.6, Affordable Housing Advisory Committee, Section 2-278 Composition; Appointment; Terms of Office; Procedures, is hereby amended to provide as follows: (New text is indicated by underline. Deleted text is indicated by ~~strikethrough~~.)

Sec. 2-278. Composition; appointment; terms of office; procedures.

The committee shall consist of at least eight (8) but not more than eleven (11) members who shall serve three-year terms. ~~The membership terms will not be staggered. Rather, each member will serve for the same three-year term.~~ The membership qualifications for the committee are set forth in F.S. § 420.9076(2), as amended from time to time. ~~At least four (4)~~ All members must, throughout his or her term of office, be either residents of the City of Sarasota or representatives of an entity with offices and facilities in the City of Sarasota or conducting business within the City of Sarasota. Members will be appointed by a majority vote of the City Commission of the City of Sarasota. ~~Board of County Commissioners of Sarasota County. However, as it relates to the at least four (4) members who must be either residents of the City of Sarasota or representatives of an entity with offices or facilities in the City of Sarasota, such members must also be appointed by majority vote of the city commission of the City of Sarasota.~~

Section 2. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any section, sentence, clause, part or provision of this ordinance be held or 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 held or declared to be invalid.

Section 4. This Ordinance shall take effect immediately upon second reading.

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 _____, 2025.

PASSED on second reading and finally adopted this _____ day of _____, 2025.

Debbie Trice, Mayor

ATTEST:

Shayla Griggs
City Auditor and Clerk

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

JS/Ord./Amendment to AHAC Composition – md 11-8-25 FINAL