Posted 5/7/2026

DATE: May 7, 2026

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

Notice is hereby given that the Regular Meeting of the City Commission shall be held as required by Article III, Section 9(a) of the City Charter and by Resolution No. 91R-500, on **Monday, May 18, 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, May 15, 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: Jennifer Jorgensen, Interim City Manager
Joseph Polzak, City Attorney
Lori Rivers, Deputy City Auditor and Clerk
Jamese Johnson, Coordinator Commission Reporter
Miles Larsen, Manager, Public Broadcasting
Chief Rex Troche, Police Department
File

Posted 5/7/2026

DATE: May 7, 2026

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, May 18, 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 April 6, 2026; CRA.2. Approval Re: Community Redevelopment Agency (CRA) Financial Statements, Independent Auditors' Report and Required Auditor Communication Letter from Independent Auditors, Forvis Mazars, LLP, for fiscal year end September 30, 2025; 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, May 15, 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: Jennifer Jorgensen, Interim City Manager
Joseph Polzak, City Attorney
Lori Rivers, Deputy City Auditor and Clerk
Jamese Johnson, Coordinator Commission Reporter
Miles Larsen, Manager, Public Broadcasting
Chief Rex Troche, Police Department
File

Debbie Trice
Mayor

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

REGULAR CITY COMMISSION MEETING OF MAY 18, 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 | **May 18, 2026**

CITY HALL | **City Commission Chambers**
9:00 AM

1565 First Street
Sarasota, Florida

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

CALL MEETING TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE

APPROVE PROPOSED AGENDA SCHEDULE
Citizens' comments are not permitted on Proposed Agenda Schedule

I. COMMISSION PRESENTATIONS:

I.1 Proclamation Re: Recognizing May 16 - May 22, 2026 as National Safe Boating Week
I.1 Agenda Request Form.pdf
National Safe Boating Week 2026-ADA.pdf

I.2 Proclamation Re: Recognizing May 17 - May 23, 2026 as National Public Works Week
I.2 Agenda Request Form.pdf
Agenda Back Up.pdf

I.3 Proclamation Re: Recognizing May 18th, 2026, as Truly Valued Inc. 10th Anniversary Day
I.3 Agenda Request Form.pdf
Truly Valued 10th Anniversary May 2026-ADA.pdf

I.4 Presentation Re: Employee of the Month for May 2026
I.4 Agenda Request Form.pdf
Agenda Request - May 2026.pdf

II. SCHEDULED PRESENTATIONS:

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

II.1 Presentation Re: Sarasota School of Arts and Sciences America 250 Student Artwork Quilt
II.1 Agenda Request Form.pdf

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 April 20, 2026 (CITIZENS COMMENTS ARE NOT PERMITTED ON THIS ITEM)
IV.1 Agenda Request Form.pdf
26-04-20 Regular.FINAL.pdf

V. BOARD ACTIONS:

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 April 06, 2026 (CITIZENS COMMENTS ARE NOT PERMITTED ON THIS ITEM)
CRA.1 Agenda Request Form.pdf
26-04-06 CRA.FINAL.pdf

CRA.2. Approval Re: Community Redevelopment Agency (CRA) Financial Statements, Independent Auditors' Report and Required Auditor Communication Letter from Independent Auditors, Forvis Mazars, LLP, for fiscal year end September 30, 2025
CRA.2 Agenda Request Form.pdf
CRA_Financials_-_final_FY25.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: City of Sarasota Annual Comprehensive Financial Report and Required Auditor Communication Letter for fiscal year end September 30, 2025
VI.1 Agenda Request Form.pdf
ACFR_FY25_Combined documents.pdf

VI.2 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Proposed Termination of Easement and Release of Reserved Temporary Easement
VI.2 Agenda Request Form.pdf
Termination of Easement Final Clean Signature Version 4.30.26.pdf

VI.3 Approval Re: Fiscal Year 2026-2027 Annual Expenditure Budget for the City of Sarasota Bayfront Mooring Field in the amount of $157,037.66
VI.3 Agenda Request Form.pdf
Fiscal Year 2026-2027 Annual Expenditure Budget Mooring Field Back Up.pdf

VI.4 Approval Re: Federal FY2026-2030 Draft Consolidated Plan/Year 1 Annual Action Plan Approval and Advertisement
VI.4 Agenda Request Form.pdf
DRAFT Consolidated Plan 2026-2030_Yr 1 AAP_Appendices.pdf

VI.5 Approval Re: Authorize the Mayor or City Manager to execute any and all documents which may be required in order to complete the Property Acquisition, specifically the Purchase and Sale Agreements, Closing Affidavits and Agreements, Settlements Statements and any other necessary closing documents, as well as the Developer Agreement. Approval of HOME-ARP Developer Agreement between the City of Sarasota and Community Assisted and Supported Living, Inc. and Purchase and Sale Agreement
VI.5 Agenda Request Form.pdf
HOME-ARP_COS-CASL Developer Agreement-Purchase and Sale Agreement.pdf

VI.6 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Deed of Easement between the City of Sarasota and Florida Power & Light for Underground Transmission Service to the Municipal Auditorium and Bayfront Community Center
VI.6 Agenda Request Form.pdf
Agenda Back Up Documents.pdf

VI.7 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Local Agency Program Agreement between the City of Sarasota and the State of

Florida Department of Transportation for the U.S. 41 from Myrtle Street to General Spaatz Boulevard Resurfacing and Safety Improvements Project
VI.7 Agenda Request Form.pdf
Back Up Documents for Agenda.pdf

VII. CONSENT AGENDA NO. 2:

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

VII.1 Adoption Re: Proposed Resolution No. 26R-3394, amending the budget for the fiscal year beginning October 1, 2025 by providing for supplemental appropriations in the amounts identified in Exhibit A; providing for severability if any of the parts hereof are declared invalid, etc. (Title Only). To establish a revenue and expenditure budget in the Fleet Fund in the amount of $375,000.00 for fuel price hikes, increased repairs associated with delays in equipment replacement along with an increase in towing cost
VII.1 Agenda Request Form.pdf
Res_26R-3394_Backup_05.18.26_ada.pdf

VII.2 Adoption Re: Proposed Resolution No. 26R-3395, authorizing the Mayor and the City Auditor and Clerk to execute the local agency program agreement between the State of Florida Department of Transportation and the City of Sarasota for the U.S. 41 (S.R. 45) from Myrtle Street to General Spaatz Boulevard Resurfacing and Safety Improvements Project, providing for severability if any of the parts hereof are declared invalid, etc. (Title Only)
VII.2 Agenda Request Form.pdf
Back Up Docuements for Agenda.pdf

VII.3 Adoption Re: Proposed Resolution No. 26R-3396, authorizing the execution by the Mayor and attestation by the City Auditor and Clerk on behalf of the City of Sarasota of the Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Sarasota for the design of Beneva Road to Bobby Jones Golf Club/ Circus Boulevard Project; providing for severability if any of the parts hereof are declared invalid, etc. (Title Only)
VII.3 Agenda Request Form.pdf
Agenda Back Up.pdf

VII.4 Adoption Re: Proposed Resolution No. 26R-3397, amending the budget for the fiscal year beginning October 1, 2025 by providing for supplemental appropriations in the amounts identified in Exhibit A; providing for severability if any of the parts hereof are declared invalid, etc. (Title Only). To establish a expenditure budget in the Special Revenue Funds by transferring $1,632,950.16 from the Lidar Mapping project to the Bayfront Seawall project for construction
VII.4 Agenda Request Form.pdf
Res_26R-3397_Backup_05.18.26_ada.pdf

VII.5 Adoption Re: Proposed Resolution No. 26R-3399, amending the budget for the fiscal year beginning October 1, 2025 by providing for supplemental

appropriations in the amounts identified in Exhibit A; providing for severability if any of the parts hereof are declared invalid, etc. (Title Only). To establish an expenditure budget in the amount of $250,000.00 within the General Fund, utilizing available fund balance, for services related to the Acoustic Study
VII.5 Agenda Request Form.pdf
Res 26R-3399 Backup 05.18.26.pdf

VII.6 Adoption Re: Second Reading of Proposed Ordinance No. 26-5590, amending the Code of the City of Sarasota; Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing, or Parking; to increase the number of hours during which paid parking is in effect for on-street parking spaces, for surface parking lots and for City parking garages as more fully set forth herein; and to further increase fines for violation of City parking regulations as more fully set forth herein; providing for the severability of the parts hereof; repealing ordinances in conflict, etc. (Title Only)
VII.6 Agenda Request Form.pdf
Back Up Materials and Documentation Ordinance 26-5590 5.18.26.pdf

VII.7 Adoption Re: Second Reading of Proposed Ordinance No. 26-5995, to rezone that certain parcel of real property totaling approximately +/- 0.08 acres, located on the north side of Ringling Boulevard, being west of Lime Avenue and east of School Avenue, with a street address of 2283 Ringling Boulevard, from the Commercial General (CG) Zone District to the Downtown Edge (DTE) zone district; all as more particularly set forth herein, etc. (Title Only) (Application No. 26-RE-01) (Applicant Joel J. Freedman, AICP, as Agent representing CGCSZ LLC, Property Owner)
VII.7 Agenda Request Form.pdf
26-REN-01 Agenda Backup.pdf

VIII. BOARD APPOINTMENTS:

IX. UNFINISHED BUSINESS:

IX.1 Presentation and Discussion Re: Update on The Bay Park Phase 3A and 3B Design and Funding with Parking Garage Design
IX.1 Agenda Request Form.pdf
Bay Park Conservancy Phase 3A and 3B Update Backup FINAL.pdf

IX.2 Discussion Re: Downtown Master Plan Update Ad-Hoc Committee
IX.2 Agenda Request Form.pdf
May 18 Backup Material Downtown Master Plan Update.pdf

IX.3 Presentation Re: Procurement process for the Downtown Master Plan Consultant Solicitation and Authorize the Mayor and City Auditor and Clerk to execute the Agreement between the City of Sarasota and MKSK, Inc. (RFP #26-19RH) for the Downtown Master Plan Consultant
IX.3 Agenda Request Form.pdf
Fully Executed Procurement backup (2).pdf

IX.4 Adoption Re: Proposed Resolution No. 26R-3398, amending the budget for the

fiscal year beginning October 1, 2025 by providing for supplemental appropriations in the amounts identified in Exhibit A; providing for severability if any of the parts hereof are declared invalid, etc. (Title Only). To establish an expenditure budget in the amount of $500,000.00 within the General Fund, utilizing available fund balance, for services related to the Downtown Master Plan update

IX.4 Agenda Request Form.pdf
Res 26R-3398 Backup 05.18.26.pdf

IX.5 Adoption Re: Second Reading of Proposed Ordinance No. 26-5591, an ordinance of the City of Sarasota, Florida amending the Code of the City of Sarasota; Chapter 33, Traffic and Motor Vehicles; to establish maximum time limits for the use of the day docks at the Bay Park as more fully specified herein; and to change the title of Article IV of Chapter 33 and the title of Division 2 within said Article IV as provided herein; repealing ordinances in conflict; providing for severability of the parts hereof, etc. (Title Only)

IX.5 Agenda Request Form.pdf
Back Up Materials and Documentation Ordinance 25-5591- Revised No fees.pdf
Presentation Ordinance No 26-5591 Revised.pdf

X. LEGISLATIVE PUBLIC HEARINGS:

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

X.1 Public Hearing Re: Proposed Ordinance 26-5596, amending the Sarasota City Code, Chapter 16, Article II, collection and disposal of recyclable materials and solid waste; Division 2, mandatory solid waste collection, Section 16-27, fees for removal of solid waste by city-amounts, etc., to increase the rates set forth therein by adding a uniform surcharge of $3.63 per account to be used to fund the City of Sarasota Natural Disaster Collection Reserve Account; and to delete provisions setting the rats that were previously in effect for fiscal years 2023/24 and 2024/25, amending the Sarasota City Code, Chapter 13 emergencies, to add thereto a new Section 13-7 to be entitled "Natural Disaster Collection Reserve Account" In order to codify resolution 26R-3372; Providing for the severability of the parts hereof, etc. (Title Only)

X.1 Agenda Request Form.pdf
Ordinance 26-5596_Agenda Backup.pdf

XI. QUASI-JUDICIAL PUBLIC HEARINGS:

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

XII. NEW BUSINESS:

XII.1 Approval Re: Authorize the Mayor and City Auditor and Clerk to execute the Restated Lease Agreement between the City of Sarasota and the Sarasota Outboard Club, Inc.

XII.1 Agenda Request Form.pdf
Sarasota Outboard Club Supporting Documents.pdf

XII.2 Presentation Re: Draft Repetitive Loss Area Analysis (RLAA) and Request for Input
XII.2 Agenda Request Form.pdf
Agenda Item Backup.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
5-18-26 Regular Meeting Notice.pdf
5-18-26 CRA Meeting Notice.pdf

CITY COMMISSION RULES OF PROCEDURE

City Commission Rules of Procedure
CC.RulesofProcedure.AdoptedApril72025.pdf

Notice to the Public

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

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

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

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

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

Shayla Griggs
City Auditor and Clerk

RESOLUTION NO. 26R-3394

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 18th day of May 2026.

_____
Debbie Trice, Mayor

ATTEST:

_____
Shayla Griggs
City Auditor and Clerk

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

EXHIBIT A

City of Sarasota

Budget Amendment

Back up #	Fund	Cost Center	Program	Spend/Revenue Category	Grant/Project	Appropriated Expense	Appropriated Revenue	Use of Fund Balance
May - 18	F.5001 Fleet Services	Fleet Services	Fleet Services	Other Charges for Services			$375,000	
	F.5001 Fleet Services	Fleet Services	Fleet Services	Other Supplies and Expenses		$375,000		

Description: to establish an revenue and expenditure budget in the Fleet Fund in the amount of $375,000 for fuel price hikes, increased repairs associated with delays in equipment replacement along with an increase in towing cost.

RESOLUTION NO. 26R-3395

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA, AUTHORIZING THE MAYOR AND CITY AUDITOR AND CLERK TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SARASOTA FOR THE U.S. 41 (S.R. 45) FROM MYRTLE STREET TO GENERAL SPAATZ BOULEVARD RESURFACING AND SAFETY IMPROVEMENTS PROJECT; PROVIDING FOR READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Section 1. The City Commission hereby authorizes the Mayor to execute on behalf of the City of Sarasota, and the City Auditor and Clerk to attest, the Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Sarasota regarding the construction of the Circus Trail Project. A copy of said Local Agency Program Agreement between the State of Florida Department of Transportation and the City of Sarasota is attached hereto and incorporated by reference herein as Exhibit A.

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

two (2) originals of the Local Agency Program Agreement.

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

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

_____
Mayor Debbie Trice

ATTEST:

_____
Shayla Griggs
City Auditor and Clerk

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

Local Agency Program Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 451011-3-58/68-01	FPN: 451011-4-58/68-01	FPN:
Federal No (FAIN): State Funds	Federal No (FAIN): D126-010-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: DDR/DS	Fund: ACSU/ACSS	Fund:
Org Code: 55014010106	Org Code: 55014010106	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj:

County No:17 Contract No:
Recipient Vendor No: F596000848011 Recipient Unique Entity ID (UEI) No: K4SXBE88XP88

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

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

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

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of construction and CEI services on S.R.45 (U.S.41) from N Myrtle St. to S. of General Spaatz Blvd to grub, mill, and resurface approximately 1.24 miles of pavement. The project also contains safety modifications at University Pkwy intersection which include road widening, pedestrian signage, high emphasis pavement markings, new ped signals, and new ped and signal timings, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

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

4. **Project Cost:**

   a. The estimated cost of the Project is $ 5,248,214.00 (Five Million, Two Hundred, Forty-Eight Thousand, Two Hundred, Fourteen Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $5,248,214.00 (Five Million, Two Hundred, Forty-Eight Thousand, Two Hundred, Fourteen Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear

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all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida

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

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

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

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

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

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m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

6. Department Payment Obligations:

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

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

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

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

7. General Requirements:

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

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

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e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

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

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

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ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

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

9. Termination or Suspension of Project:

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

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

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

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

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

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

12. Compliance with Conditions and Laws:

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

13. Performance Evaluations:

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

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

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

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

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

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

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a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

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

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

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

☒ shall

☐ shall not

☐ N/A

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

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

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h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

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

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

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c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

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

* Additional Exhibit(s):

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

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

RECIPIENT City of Sarasota

By: _____
Name: Chairman or Designee
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Director of Transportation Development
Title:

Legal Review:

DS

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 451011-3/4-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Sarasota (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 451011-3 (1.245) | 451011-4 (1.487)

County	Roadway ID	Roadway Side	Number of Lanes	MP From/To	Section Work Length
SARASOTA					
451011-3	17020000	LEFT RDWY	2	20.903 / 21.879	0.976
	17020000	RIGHT RDWY	2	20.903 / 22.148	1.245
	17020000	LEFT RDWY	3	21.879 / 22.148	0.269
451011-4	17020000	LEFT RDWY	2	20.903 / 21.879	0.976
	17020000	RIGHT RDWY	2	20.903 / 22.289	1.386
	17020000	LEFT RDWY	3	21.879 / 22.39	0.511
	17020000	RIGHT RDWY	3	22.289 / 22.39	0.101

PROJECT DESCRIPTION: S.R.45 (U.S.41) from N of Myrtle St to S of General Spaatz Blvd

Construction and CEI on S.R.45 (U.S.41) from N Myrtle St. to S. of General Spaatz Blvd to grub, mill, and resurface approximately 1.24 miles of pavement. The project also contains 1.48 miles of safety modifications at University Pkwy intersection which include road widening, pedestrian signage, high emphasis pavement markings, new ped signals, and new ped and signal timing

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and

2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Agency will be responsible for providing the Certification Clear Package the following items must be completed and signed by the authorized Agency representative: Rail Clear Letter, Permits Clear Letter, Utilities Clear Letter, and Executed Environmental Certification and Determination

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

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

For LAP projects that are on-system, the Agency will be responsible for providing the 30%, 60%, 90%, and 100% (final) plans submittals. Plan submittals, FDOT specification package, and signed and sealed Engineer's Estimate must be received with each submittal from the agency and must be reviewed and approved.

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

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

The Recipient must be aware DDR and DS funds are state funds, however, ACSS and ACSU are federal funds which federalizes the entirety of the project.

The Recipient must develop a invoicing tracking mechanism to ensure 451011-3 (pavement resurfacing) and 451011-4 (safety project) items are being invoiced and tracked separately.

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

a) Design to be completed by: Late April Early May.
b) Right-of-Way to be certified by: Late April Early May.
c) Draft Bid Docs, Professional Services, and Checklist to be submitted by: Mid to Late April.
e) Construction LAP Agreement to be authorized and encumbered: Within the month of June.
f) Construction to be completed by: June 30th, 2029

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2026 for Construction and CEI services.

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

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

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Sarasota P.O. Box 1058, Sarasota, FL 34230	451011-3-58|68-01 451011-4-58|68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2026 (DDR/DS {451011-3})	$ 3,956,669.00	$ _____	$ 3,956,669.00	$ _____
FY: 2026 (ACSS/ACSU {451011-4})	$ 856,923.00	$ _____	$ _____	$ 856,923.00
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 4,813,592.00	$ 0.00	$ 3,956,669.00	$ 856,923.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2026 (DDR {451011-3})	$ 306,083.00	$ _____	$ 306,083.00	$ _____
FY: 2026 (ACSS {451011-4})	$ 128,539.00	$ _____	$ _____	$ 128,539.00
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 434,622.00	$ 0.00	$ 306,083.00	$ 128,539.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Pha Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 5,248,214.00	$ 0.00	$ 4,262,752.00	$ 985,462.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon
Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2025.12.04 09:52:22 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

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

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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

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

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

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

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

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$ 985,462.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

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

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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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:

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT G

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

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

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

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

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

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

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

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EXHIBIT "N"
TRAFFIC SIGNAL MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

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8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

RESOLUTION NO. 26R-3396

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 LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SARASOTA FOR THE DESIGN OF BENEVA ROAD TO BOBBY JONES GOLF CLUB/CIRCUS BOULEVARD PROJECT; PROVIDING FOR READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Commission to authorize the Mayor and City Auditor and Clerk to execute on behalf of the City of Sarasota the Local Agency Program Agreement for FPN# 455928-1-34-01 and FPN# 455928-2-38-01 ("LAP Agreement"), between the State of Florida Department of Transportation and the City of Sarasota; and

WHEREAS, the Florida Department of Transportation ("FDOT") has requested a Resolution be adopted by the City Commission formalizing approval by the City Commission of the subject authorization and approval of execution of the LAP Agreement.

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

Section 1. Whereas, 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 LAP Agreement regarding the design of Beneva Road to Bobby Jones Golf Club/Circus Blvd Project, within the municipal limits of the City. A copy of said LAP Agreement between the State of Florida Department of Transportation and the City of Sarasota 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 LAP Agreement between the State of Florida Department of Transportation

and the City of Sarasota 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 _____, 2026.

_____
Debbie Trice, Mayor

ATTEST:

_____
Shayla Griggs, City Auditor and Clerk

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

Local Agency Program Agreement

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FPN: 455928-1-34-01	FPN: 455928-2-38-01	FPN:
Federal No (FAIN):	Federal No (FAIN): D126-019-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: GRTR	Fund: TALU	Fund:
Org Code: 55013030152	Org Code: 55013030152	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 751000	FLAIR Obj:

County No:17 Contract No:
Recipient Vendor No: F596000848011 Recipient Unique Entity ID (UEI) No: K4SXBE88XP88

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

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

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

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP and State funding and financial oversight of design services on a project which consist of designing Beneva Rd to Bobby Jones Golf Club|Circus Blvd, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,100,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,100,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

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contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

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

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

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

6. Department Payment Obligations:

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

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

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

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

7. General Requirements:

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

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

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

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

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

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

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9. Termination or Suspension of Project:

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

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

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

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

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

12. Compliance with Conditions and Laws:

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

13. Performance Evaluations:

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

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

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

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

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

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

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

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

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

☒ shall

☐ shall not

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☐ N/A

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

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

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

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

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c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

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

* Additional Exhibit(s):

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

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

RECIPIENT City of Sarasota

By: _____
Name:
Title: Mayor or Designee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title: Director of Transportation Development or Designee

Legal Review:

DS

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 455928-1-34-01 455928-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Sarasota (the Recipient)

PROJECT LOCATION: Non-System Specific

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.647 miles

County	Trail ID	MP From/To	Section Work Length
SARASOTA	17931015	0 / 0.647	0.647

PROJECT DESCRIPTION: Beneva Rd to Bobby Jones Golf Club/Circus Blvd

The general objective is for City of Sarasota to provide contract administration, management services, design services, while ensuring the project follows federal guidelines and policy. The services performed shall be in accordance with the approved plans and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook). The scope of work is to design a safe trail extension from the existing Circus Boulevard Trail to Bobby Jones Golf Club and 17th Street Park. The project will address neighborhood-level transportation inclusively and creating a safe, multimodal pathway for vulnerable populations. The primary goals are to provide a continous trail connection as part of the Sun Trail and Gulf Coast network; and provide a safe, physically separated trail for nonmotorized users.

Specifically, and non inclusive, the following are included in the Scope of Services:

1. Design approximately 0.647 miles of trail connection to Bobby Jones Golf Club/Circus Blvd, to include sideroad and driveway turnouts.

2. Design areas signing and pavement markings to meet the latest MUTCD standards.

3. Coordination with utility owners during the design phase of the project to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.

4. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.

5. Identifying and obtaining any geotechnical investigation, analysis and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

6. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

7. Coordinate design activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

8. Provide, upon completion of Design, Final signed and seal Plans, must be provided to Local Programs, registered in the State of Florida.

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and
2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The agency will be responsible for submitting the draft RFP for review and approval, the agency must keep in mind the Design NTP can not be issued until the RFP has been approved.

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Agency will be responsible for providing the Certification Clear Package the following items must be completed and signed by the authorized Agency representative: Rail Clear Letter, Permits Clear Letter, Utilities Clear Letter, and Executed Environmental Certification and Determination

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

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

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

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

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

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

a) Design to be completed on or before March 31, 2028
b) Right-of-way requirements to be identified and submitted to FDOT on or before March 31, 2028
c) Right-of-Way to be certified on or before March 31, 2028
d) Construction LAP agreement to be fully executed on or before May 31, 2028
e) Construction to be completed by December 31, 2030

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2026 for Design services.

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

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Sarasota P.O. Box 1058 Sarasota, FL 34230	455928-1-34-01 455928-1-38-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (GRTR)	$ 550,000.00	$	$ 550,000.00	$
FY: 2026 (TALU)	$ 550,000.00	$	$	$ 550,000.00
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 1,100,000.00	$ 0.00	$ 550,000.00	$ 550,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,100,000.00	$ 0.00	$ 550,000.00	$ 550,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon
Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2025.12.04 09:58:48 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

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

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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

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

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

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

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

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$550,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

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

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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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:

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

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

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT I

STATE FUNDS ADDENDUM

RECITALS

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement ("LAP") executed by the parties simultaneously with this Addendum.

2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the "Agreement".

3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.

4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s):

☐ County Incentive Grant Program (CIGP), Section 339.2817 F.S., ALN 55.008

☐ Small County Outreach Program (SCOP), Section 339.2818 F.S., ALN 55.009

☐ Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., ALN 55.016

☐ Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., ALN 55.026

☒ Florida Shared-Use Nonmotorized Trail Network, Section 339.81, ANL 55.038

5. The distribution of funds is more specifically shown in Exhibit "B" of this Agreement.

6. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

The administration of resources awarded through the Department to City of Sarasota (hereafter known as the "Recipient") by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or 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 Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient'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 Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), 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 Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient 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 "J" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient 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 Recipient 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 Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient 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 Recipient's resources (*i.e.*, the cost of such an audit must be paid from the Recipient'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

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 Recipient, 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 Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient'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 Recipient 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 Recipient shall permit the Department or its designee, DFS, or the Auditor General access to the Recipient's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

☐ County Incentive Grant Program (CIGP), (ALN 55.008)
☐ Small County Outreach Program (SCOP), (ALN 55.009)
☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
☒ Florida Shared-Use Nonmotorized Trail Network, ANL 55.038

***Award Amount:** $550,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number 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 ALN Number 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-3397

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 18th day of May 2026.

_____
Debbie Trice, Mayor

ATTEST:

_____
Shayla Griggs
City Auditor and Clerk

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

EXHIBIT A

City of Sarasota

Budget Amendment

Back up #	Fund	Cost Center	Program	Spend/Revenue Category	Grant/Project	Appropriated Expense	Appropriated Revenue	Use of Fund Balance
May - 18	F.1099 Special Revenue Funds	Non-Park Maintenance	Non-Park Maintenance	Capital – Various Costs	GR-000117 Sarasota Bay Resiliency Project - 002238	($632,331.16)		
	F.1099 Special Revenue Funds	Information Technology	Information Technology	Capital Outlay	GR-000117 Sarasota Bay Resiliency Project - 002238	($1,000,000)		
	F.1099 Special Revenue Funds	Non-Park Maintenance	Non-Park Maintenance	Capital Outlay	GR-000117 Sarasota Bay Resiliency Project - 002238	($ 619)		
	F.1099 Special Revenue Funds	Non-Park Maintenance	Non-Park Maintenance	Capital Outlay	GR-000117 Sarasota Bay Resiliency Project - 001758	$1,632,950.16		

Description: This budget amendment reclassifies available grant funding allocated to the Lidar Mapping project to the Bayfront Seawall project for construction.

RESOLUTION NO. 26R-3399

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 18th day of May 2026.

_____
Debbie Trice, Mayor

ATTEST:

_____
Shayla Griggs
City Auditor and Clerk

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

EXHIBIT A

City of Sarasota

Budget Amendment

Back up #	Fund	Cost Center	Program	Spend/Revenue Category	Grant/Project	Appropriated Expense	Appropriated Revenue	Use of Fund Balance
05/18-01	F.1000 General Fund	City Attorney	City Attorney	Special Services		$250,000		
	F.1000 General Fund							$250,000

Description: to establish an expenditure budget in the General Fund for services related to the Sarasota Soundscape and Noise Ordinance Study

ORDINANCE NO. 26-5590

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA AMENDING THE CODE OF THE CITY OF SARASOTA; CHAPTER 33, TRAFFIC AND MOTOR VEHICLES; ARTICLE IV, STOPPING, STANDING, OR PARKING; TO INCREASE THE NUMBER OF HOURS DURING WHICH PAID PARKING IS IN EFFECT FOR ON-STREET PARKING SPACES, FOR SURFACE PARKING LOTS AND FOR CITY PARKING GARAGES AS MORE FULLY SET FORTH HEREIN; AND TO FURTHER INCREASE FINES FOR VIOLATIONS OF CITY PARKING REGULATIONS AS MORE FULLY SET FORTH HEREIN; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; REPEALING ORDINANCES IN CONFLICT PROVIDING FOR READING BY TITLE ONLY; AND FOR PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the March 23, 2026 regular City Commission meeting the Manager of the City's Parking Division made a presentation to the City Commission in which he advised that the revenues received by the Division from charges to park and from fines from parking violations was not generating sufficient revenues to cover Parking Division expenses; and

WHEREAS, the Parking Manager advised that the Parking Division operates with an enterprise fund for which it is anticipated that incoming revenues will be sufficent to fund operational expenses; and

WHEREAS, the Parking Manager explained various reasons for the shortfall in anticipated revenues (including, but not limited to, flooding on St. Armands Circle, red tide and under utilization of City parking garages) and also explained various anticipated expenses to be incurred in the near future (including, but not limited to, replacement of parking meters damaged or destroyed by flooding, replacement of parking meters to be compliant with credit card companies' requirements, replacement of parking garage elevators and purchase of new automatic license plate recognition devices); and

WHEREAS, in order to address the situation and to avoid the need to use the General Fund to pay for needed capital improvements, recommendations were made to the City Commission that included options such as raising fees to park in public parking spaces; lengthening the time for paid parking for on-street parking, parking in surface lots and parking in public garages; and raising fines derived from citations for various parking violations; and

WHEREAS, the City Commission approved recommendations to (1) increase the number of hours during which paid parking would be in effect for on-street parking, surface lot parking and for parking in city garages; and (2) increase fines for parking violations by five dollars ($5.00) and set fines for violations that are a threat to public safety at $50.00; and these recommendations are implemented by the adoption of this ordinance; and

WHEREAS, the City Commission finds the amendments to Chapter 33 of the City Code, as more particularly set forth herein, are in the public interest.

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

Section 1. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing, or Parking; Division 1, Generally; Sec. 33-1, Definitions, is hereby amended to revise the definition of the word "Holidays" as follows:

(Additions to text are indicated by underline; deletions by ~~strikeout~~.)

Sec. 33-1. - Definitions.

For the purposes of this chapter, the following words and phrases, which are not defined in the Florida Uniform Traffic Control Law (F.S. Ch. 316) shall have the meanings respectively ascribed to them by this section, except where context otherwise requires:

Holidays, where used in this chapter or on official signs erected by authorized official agencies, such term shall~~, in addition to Sundays,~~ mean the following days: ~~to be declared holidays;~~ New Year's Day, Dr. Martin Luther King, Jr. Day, ~~Washington's Birthday~~, President's Day, ~~Good Friday Afternoon~~, ~~National~~ Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Section 2. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing, or Parking; Division 2, Parking Meters; Sec. 33-131, Definitions, is hereby amended as follows:

(Additions to text are indicated by underline; deletions by ~~strikeout~~.)

Sec. 33-131. - Definitions.

For the purposes of this division and any other provision of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Individual parking space means a portion of the paved surface of the street ~~or~~, municipal parking lot, or municipal parking garage of sufficient length and width to accommodate a vehicle to be parked, as shall be specified and marked off by the direction of the city manager.

Mechanical parking time indicator or *parking meter* means a device which shall indicate thereon the length of time during which a vehicle may be parked in a particular place, which shall have as a part thereof a receptacle for receiving payment by credit card, debit card, or other electronic means. Such device shall contain a timing mechanism to indicate the passage of the interval of time during which parking is permissible. Such device shall also display an appropriate signal when the interval of time shall have elapsed and brief instructions as to its operation.

Parking means the standing of a vehicle upon a public street ~~or~~ municipal parking lot, or municipal parking garage, whether such vehicle is occupied or not, and whether such vehicle is accompanied by an operator or not.

Parking pay station or *pay station* means a mechanical and/or electronic device which regulates parking in one (1) or more parking spaces by allocating a defined period of permitted parking in exchange for a defined amount of authorized legal tender. A rate schedule showing the defined amounts of authorized legal tender required for defined periods of parking shall be displayed on or adjacent to the parking pay station.

Section 3. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing, or Parking; Division 2, Parking Meters; Sec. 33-135, Maximum parking time; notice; hours of operation; applicability, is hereby amended as follows: (This section applies to parking spaces in which there is a charge to park.)

(Additions to text are indicated by underline; deletions by ~~strikeout~~.)

Sec. 33-135. - Maximum parking time; notice; hours of operation; applicability.

(a) The city manager shall, in accordance with the provisions of this chapter, determine the length of time that parking is permissible in an individual parking space for which the deposit of payment in ~~the~~ a parking meter or parking pay station is required. ~~Notice to the public shall be given by appropriate signs setting forth the length of time for which parking is permitted and the conditions thereof. Such signs may be posted upon the parking meter stand, pay station or in the immediate vicinity.~~ It shall be unlawful for any person to park any vehicle or allow any vehicle to remain parked in any parking space for which the deposit of payment in a parking meter or parking pay station is required for a period of time longer than the time limit allowed pursuant to the payment made through the mechanical parking time indicator, parking meter, parking pay station or other device or procedure used for collecting parking fees and charges.

(b) Except as provided in subsection (d) below, ~~T~~the provisions of this division shall apply to vehicles parked or standing upon the streets of the city when such vehicles are parked or standing upon such streets between the hours of 8:00 a.m. until ~~8:00 p.m. on Monday through Saturday, inclusive~~ 12:00 a.m. midnight seven (7) days a week. ~~The provisions of this division regarding maximum parking times shall not apply to vehicles parked or standing upon the streets of the city on Sundays and holidays, however nothing herein shall prevent enforcement of other provisions of this chapter on Sundays and holidays as is necessary to maintain public safety.~~

(c) Except as provided in subsection (d) below, the provisions of this division shall apply twenty-four (24) hours a day, seven (7) days a week to vehicles parked or standing in municipal garages and municipal surface parking lots.

(d) The provisions of this division shall not apply on holidays as defined in Section 33-1 of this chapter.

Section 4. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing or Parking; Division 2, Parking Meters; Sec. 33-136, Duty of operators of vehicles to deposit payment; parking beyond time fixed for such vehicle; is hereby amended as follows:

(Additions to text are indicated by underline; deletions by ~~strikeout~~.)

Sec. 33-136. - Duty of operators of vehicles to deposit payment; parking beyond time fixed for such vehicle.

When any vehicle shall be parked in any space alongside of or next to which there is located a parking meter or any space numbered and designed for use with a corresponding pay station, the owner or operator of such vehicle shall, upon entering the parking space, immediately deposit a payment in the parking meter alongside of or next to such parking space or in the assigned pay station, and the parking space may then be used by such vehicle during the parking time limit prescribed by the city manager for that part of the street, municipal parking lot, or municipal parking garage in which such parking space is located. If the vehicle shall remain parked in any such parking space beyond the parking time limit allowed, the parking meter shall display a sign showing illegal parking and, in such event, such vehicle shall be considered as parked overtime.

Section 5. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing, or Parking; Division 1, Generally; Sec. 33-118, Parking in excess of posted time, is hereby amended as follows: (This section applies to parking spaces in which there is no charge to park.) Additions to text are indicated by underline; deletions by ~~strikeout~~.

Sec. 33-118. - Parking in excess of posted time limits prohibited.

(a) It shall be unlawful for any person to park any vehicle or to allow any vehicle to remain parked upon any public street of the city in any given parking space for a period of time longer than the time limit indicated on signs which are posted on such public street by authority of the city engineer. Further, it shall be unlawful for any person to move a vehicle from any given parking space to another space on that block or any other block within a one (1) block radius in any direction from the original parking space, including both sides of the relevant streets, for the purpose ~~or~~ of securing additional parking privileges where the aggregate time that such vehicle is parked will be more than the maximum time indicated on such posted signs on the particular street or off-street parking lot.

(b) For the purpose of implementing the enforcement of parking restrictions on public streets and on off-street parking lots owned or controlled by the city, police officers of the city, or others who have been lawfully so

designated, are hereby authorized to place chalk marks on tires of all vehicles parked on public streets of the city or on off-street parking lots owned or controlled by the city. It shall be unlawful for any person to erase or obscure any chalk marks placed for such purposes on tires of any vehicle by police officers or others who have been lawfully so designated by the city. The fine to be imposed for erasing or obscuring any chalk marks shall be in the amount of two hundred fifty dollars ($250.00). See section 33-167(13).

(c) The parking regulations of this chapter shall apply to vehicles parked or standing upon the streets of the city as well as off-street parking lots owned or controlled by the city, when such vehicles are parked or standing upon such streets or lots between the hours of 8:00 a.m. and ~~8:00 p.m. on Monday through Saturday, inclusive~~ 12:00 a.m. midnight seven days a week. Notwithstanding the foregoing, the days or hours of enforcement may be reduced if so noted on signs placed within the right of way or city operated parking lot by the city. The provisions of this chapter shall not apply on ~~Sundays and~~ holidays, as defined in Section 33-1 of this chapter.

Section 6. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing, or Parking; Division 6, St. Armands Paid Parking Area; Sec. 33-178, Levy of parking fees and charges in St. Armands paid parking area, is hereby amended as follows: (This section applies to parking spaces within the St. Armands Paid Parking Area. There is a charge to park for all of the parking spaces within this designated area.) Additions to text are indicated by underline; deletions by ~~strikeout~~.

Sec. 33-178. - Levy of parking fees and charges in St. Armands paid parking area.

It shall be unlawful for any person to park any vehicle or allow any vehicle to remain parked upon any individual parking space in the St. Armands paid parking area for a period of time longer than the time limit allowed pursuant to the payment made through the mechanical parking time indicator, parking meter, parking station or other device or procedure used for collecting parking fees and charges. This parking regulation within the St. Armands paid parking area shall apply to vehicles parked or standing upon any individual on-street parking space within said area when such vehicles are parked or standing thereon between the hours of ~~10:00 am and 8:00 am Monday through Saturday excluding city holidays~~

8:00 a.m. and 12:00 a.m. midnight seven days a week. However, the fees shall be levied for the public garage parking spaces and for surface lot parking spaces twenty-four (24) hours per day ~~on Monday through Saturday.~~ seven days a week. Operators of vehicles seeking to park within the St. Armands paid parking area shall timely deposit payment as required by section 33-136 above. Said fees shall be in the amount of one dollar and fifty cents ($1.50) per hour for core parking spaces; one dollar and fifty cents ($1.50) per hour for perimeter parking spaces; and one dollar ($1.00) per hour for surface lot parking spaces. For public garage parking spaces, the first hour shall be free parking, the charge for the second hour (i.e. from the first hour to end of the second hour) shall be two dollars ($2.00) and for each hour thereafter, the charge shall be one dollar ($1.00) per hour, or part thereof, up to a maximum of twenty-three dollars ($23.00) per day. Alternatively, the applicable fees and charges within the St. Armands paid parking area may be as required for parking permits, valet parking or flat fees paid for special events. As such, the St. Armands paid parking area fees and charges shall include permit fees for parking permits issued pursuant to section 33-151 above, for parking within the St. Armands paid parking area; fees and charges levied pursuant to the City of Sarasota Valet Parking Ordinance set forth in sections 33-120 through 33-125, above, relating to valet parking provided within the St. Armands paid parking area, and flat fees paid for parking in the St. Armands paid parking area for special events.

Section 7. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing, or Parking; Division 4, Fines for Parking; Sec. 33-167, Fine Schedule, is hereby amended as follows: Additions to text are indicated by underline; deletions by ~~strikeout~~.

Sec. 33-167. - Fine schedule

The parking violations set forth in this Article IV and the fines payable in each instance, are as set forth opposite each listed violation [Fines paid within twenty-four (24) hours of the violation date and time shall be reduced by five dollars ($5.00)]:

(1) Overtime parking not in excess of one (1) hour . . . . ~~$25.00~~ $30.00

(2) Overtime parking in excess of one (1) hour . . . . ~~$25.00~~ $30.00

(3) Overtime parking in excess of two (2) hours . . . . ~~$25.00~~ $30.00

(4) Parking in restricted areas . . . . ~~$35.00~~ $50.00

(5) Double parking . . . . ~~$30.00~~ $35.00

(6) Parking in wrong direction . . . . ~~$35.00~~ $50.00

(7) Illegal parking in alley . . . . ~~$35.00~~ $40.00

(8) Illegal parking in designated fire/emergency lane . . ~~$35.00~~ $50.00

(9) Any other offense regulated or controlled by this chapter, the provisions of this Code or ordinances of the city in regard to the parking of motor vehicles on the streets of the city and on the parking lots within the city . . ~~$35.00~~ $50.00

(10) In addition to the parking fine otherwise set forth within this section 33-167, habitual parking violators receiving three (3) or more tickets for parking violations described in this article within any 60-day period, for each citation above three (3) issued to the same violator within any 60-day period . . . . ~~$35.00~~ $40.00

(11) *Delinquency fees.* Fines not paid within fourteen (14) days of the date and time noted on the citation for parking violation shall be assessed an initial ~~fifteen dollar ($15.00)~~ twenty dollar ($20.00) delinquency fee. Two additional delinquency fees of ~~fifteen dollars ($15.00)~~ twenty dollars ($20.00) each shall be assessed for every additional thirty (30) days such parking fine and delinquency fee(s) remains unpaid (maximum of ~~$45.00~~ $60.00).

(12) Illegal parking in spaces provided by governmental or non-governmental entities for disabled persons whether marked by the internationally accepted wheelchair symbol, the caption "PARKING BY DISABLED PERMIT ONLY" or by both such symbol and caption $250.00

(13) Erasing or obscuring any chalk marks placed upon tires of any vehicle by police officers or others who have been lawfully ~~so~~ designated with authority to do so by the city $250.00

(14) Illegal parking in spaces designated for charging of an electric vehicle (EV) . . . . ~~$35.00~~ $40.00

Section 8. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be deemed severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared unconstitutional or otherwise invalid by the valid judgment of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections hereof.

Section 9. This Ordinance shall take effect immediately upon second reading.

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

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

CITY OF SARASOTA, FLORIDA

_____
Debbie Trice, Mayor

ATTEST:

_____
Shayla Griggs
City Auditor and Clerk

____ Mayor Debbie Trice

____ Vice Mayor Kathy Kelley Ohlrich

____ Commissioner Jen Ahearn-Koch

____ Commissioner Liz Alpert

____ Commissioner Kyle Scott Battie

ORDINANCE NO. 26-5595

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA, TO REZONE THAT CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY ±0.08 ACRES, LOCATED ON THE NORTH SIDE OF RINGLING BOULEVARD, BEING WEST OF LIME AVENUE AND EAST OF SCHOOL AVENUE, WITH A STREET ADDRESS OF 2283 RINGLING BOULEVARD, FROM THE COMMERCIAL GENERAL (CG) ZONE DISTRICT TO THE DOWNTOWN EDGE (DTE) ZONE DISTRICT; ALL AS MORE PARTICULARLY SET FORTH HEREIN; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CGCSZ, LLC, owner of the subject real property, hereinafter referred to as Applicant, filed Rezone Application No. 26-REN-01 requesting the rezoning of that certain parcel of real property totaling approximately ±0.08 acres located on the north side of Ringling Boulevard, being west of Lime Avenue and east of School Avenue, with a street address of 2283 Ringling Boulevard, from the Commercial General (CG) Zone District to the Downtown Edge (DTE) Zone District; and

WHEREAS, Rezone Application 26-REN-01 shall be considered according to the requirements and procedures set forth in Article IV, Division 11 of the Zoning Code (2002 edition) pertaining to rezoning; and

WHEREAS, Section IV-1102 (b) of the Zoning Code provides that the City Commission may accept the performance of conditions voluntarily offered by an Applicant in connection with an application for rezoning; and

WHEREAS, pursuant to said Section IV-1102(b) of the City Zoning Code, Applicant has voluntarily proffered certain conditions to be appended to approval of the Rezone Application No. 26-REN-01; and

WHEREAS, the Planning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing pertaining to Rezone Application No. 26-REN-01, on March 11, 2026; and

WHEREAS, the Planning Board, acting in its capacity as the Local Planning Agency considered the written staff analysis and the testimony at the public hearing and specifically found that Rezone Application No. 26-REN-01 satisfied the standards for review set forth in Section IV-1106, Zoning Code (2002 edition), and was consistent with the Sarasota City Plan and recommended approval to the City Commission; and

WHEREAS, the City Commission held a duly noticed public hearing pertaining to Rezone Application No. 26-REN-01 on _____, 2026.

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

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

> Lots 4 and 5, ESTLOU SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 8, Page(s) 97, of the Public Records of Sarasota County, Florida.
>
> The above parcel of real property is referred to by the Sarasota County Property Appraiser's Office as Parcel ID # 2029030072.

is hereby reclassified from the Commercial General (CG) Zone District to the Downtown Edge (DTE) Zone District, and the Official Zoning Map of the City of Sarasota is amended accordingly subject to all of the terms set out below.

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

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

Section 4. The approval granted by this Ordinance with regard to Rezone Application No. 26-REN-01 is subject to the following conditions:

A. The property shall be used for a restaurant not to exceed 2,204 square feet of floor area. This condition was voluntarily proffered by Applicant to obtain approval for the rezoning of the Parcel, and shall run with the land and be binding upon Applicant's successors in title to the Parcel.

B. Pursuant to Section 166.033, Florida Statutes, the issuance of a development permit by the City of Sarasota does not in any way create any right on the part of an applicant to obtain a permit from any state or federal agency and does not create any liability on the part of the City of Sarasota for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in violations of state or federal law. The development approvals granted herein are subject to the condition that all other applicable state and federal permits be obtained before commencement of the development.

Section 5. The City Commission has considered all of the Standards for Review set forth in Section IV-1106, Zoning Code (2002 edition). The City Commission hereby approves Rezone Application No. 26-REN-01 based upon a finding that the Standards for Review have been met or are inapplicable.

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

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

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

_____
Debbie Trice, Mayor

ATTEST:

_____
Shayla Griggs
City Auditor and Clerk

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

jks\ordinances\2026\26-5595– 2283 Ringling Blvd rezone (03/26/26)

RESOLUTION NO. 26R-3398

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 18th day of May 2026.

_____
Debbie Trice, Mayor

ATTEST:

_____
Shayla Griggs
City Auditor and Clerk

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

EXHIBIT A

City of Sarasota

Budget Amendment

Back up #	Fund	Cost Center	Program	Spend/Revenue Category	Grant/Project	Appropriated Expense	Appropriated Revenue	Use of Fund Balance
05/18-01	F.1000 General Fund	Planning	Planning	Special Services		$500,000		
	F.1000 General Fund							$500,000

Description: to establish an expenditure budget of $500,000 utilizing available fund balance for services related to the Downtown Master Plan Update.

ORDINANCE NO. 26-5591

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA AMENDING THE CODE OF THE CITY OF SARASOTA; CHAPTER 33, TRAFFIC AND MOTOR VEHICLES; TO ESTABLISH MAXIMUM TIME LIMITS FOR THE USE OF THE DAY DOCKS AT THE BAY PARK AS MORE FULLY SPECIFIED HEREIN; AND TO CHANGE THE TITLE OF ARTICLE IV OF CHAPTER 33 AND THE TITLE OF DIVISION 2 WITHIN SAID ARTICLE IV AS PROVIDED HEREIN; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; PROVIDING FOR READING BY TITLE ONLY; AND FOR PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the regular City Commission meeting of December 1, 2025 the City's General Manager of Parking appeared before the Commission and requested authorization to charge fees for use of the new floating day dock slips at The Bay Park and to impose limits on the time a vessel would be allowed to remain at a dock; and

WHEREAS, the subject day docks are part of the rehabilitation of the canal and south seawall which is part of Phase 2 of the Bay Park; and

WHEREAS, the City Commission accepted the recommendation of the Parking General Manager to charge a fee for the use of day docks at The Bay Park and further accepted the recommendation for initially setting the fee at $2.00 per hour with a five (5) hour maximum time frame applicable between the hours of 8:00 am to 8:00 pm, Monday through Saturday, with no fee charged on Sundays; and

WHEREAS, subsequently it was learned that the terms of the state grant that had covered the cost of constructing the docks contains restrictions against charging fees for the use of the docks for a period of twenty (20) years; and

WHEREAS, the Parking General Manager made the above described recommendations in order to increase the turnover of vessels at the day docks and to ensure vessels are not being stored or docked overnight which would limit capacity and availability for the general public.

WHEREAS, the City Commission determined that the turnover of vessels at the docks and the prevention of overnight dockage could still be accomplished by means of an ordinance that imposed time limitations on the dockage of vessels.

WHEREAS, when the City Commission has the ability to charge fees for use of the floating docks at Bay Park in the future, such fees will be established by an ordinance amending the City Code sections created by this ordinance.

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

Section 1. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles, is hereby amended by changing the title of Article IV, from "Stopping, Standing, or Parking" to "Stopping, Standing or Parking of Motor Vehicles and Docking of Vessels"; and by changing the title of Division 2 of said Article IV, from "Parking Meters" to "Charges for Parking of Motor Vehicles and Docking of Vessels."

Section 2. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing or Parking of Motor Vehicles and Docking of Vessels; Division 2, Charges for Parking of Motor Vehicles and Docking of Vessels; Sec. 33-131, Definitions, is hereby amended as follows:

(Additions to text are indicated by underline,)

Sec. 33-131. - Definitions.

For the purposes of this division and any other provision of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Individual parking space means a portion of the paved surface of the street or municipal parking lot of sufficient length and width to accommodate a vehicle to be parked, as shall be specified and marked off by the direction of the city manager.

Mechanical parking time indicator or *parking meter* means a device which shall indicate thereon the length of time during which a vehicle may be parked in a particular place, which shall have as a part thereof a receptacle for receiving payment by credit card, debit card, or other electronic means. Such device shall contain a timing mechanism to indicate the passage of the interval of time during which parking is permissible. Such device shall also display an appropriate signal when the interval of time shall have elapsed and brief instructions as to its operation.

Moor means to tie-off a vessel to any submerged fixed object; or to tie off or secure a vessel to a piling, dock, wharf, seawall, buoy, another vessel, or other object or thing. (Cross reference, Sec. 10-20(l) City Code)

Parking means the standing of a vehicle upon a public street or municipal parking lot, whether such vehicle is occupied or not, and whether such vehicle is accompanied by an operator or not.

Parking pay station or *pay station* means a mechanical and/or electronic device which regulates parking in one (1) or more parking spaces by allocating a defined period of permitted parking in exchange for a defined amount of authorized legal tender. A rate schedule showing the defined amounts of authorized legal tender required for defined periods of parking shall be displayed on or adjacent to the parking pay station.

Vessel is synonymous with boat as referenced in Chapter 327, Florida Statutes, Vessel Safety, Section 327.02(46) Definitions and includes every description of watercraft, barge and airboat, other than a seaplane, on the water that is used or capable of being used as a means of transportation on the water.

Section 3. The Code of the City of Sarasota, Chapter 33, Traffic and Motor Vehicles; Article IV, Stopping, Standing or Parking of Motor Vehicles and Docking of Vessels; Division 2, Charges For Parking of Motor Vehicles and Docking of Vessels; is hereby amended by the addition thereto of a new Section 33-137 to be entitled Boat and vessel docking, and a new Section 33-138 to be entitled Penalties for violation, which Sections shall provide as follows:

(Additions to text are indicated by underline.)

Sec. 33-137. - Boat and vessel docking.

It shall be unlawful for any person to moor any vessel or allow any vessel to be moored or secured to any dock among the day docks at the Bay Park for a period of time longer than the time limit allowed pursuant to this section. No vessel shall be moored or secured to any dock for longer than a maximum time limit of five (5) consecutive hours per day. The time limits set out in this section shall apply to vessels moored to any dock slip between the hours of 5:00 a.m. and 11:00 p.m. seven days a week.

Sec. 33-138. - Penalties for violation If any vessel remains moored to any dock beyond the maximum time limit allowed, such vessel shall be considered to be unlawfully docked overtime and its registered owner shall be subject to the fine otherwise applicable to motor vehicles parked overtime as provided in Sections 33-167 (1) through (3) of this Code. If any vessel remains moored to any dock between the hours of 11:00 pm and 5:00 am, such vessel shall be considered to be unlawfully docked in a restricted area and its registered owner shall be subject to the fine otherwise applicable to motor vehicles parked in a restricted area as provided in Section 33-167(4) of this Code.

Section 4. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be deemed severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared unconstitutional or otherwise invalid by the valid judgment of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections hereof.

Section 5. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

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

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

CITY OF SARASOTA, FLORIDA

_____
Debbie Trice, Mayor

ORDINANCE NO. 26-5596

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA AMENDING THE SARASOTA CITY CODE, CHAPTER 16, ARTICLE II, COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS AND SOLID WASTE; DIVISION 2, MANDATORY SOLID WASTE COLLECTION, SECTION 16-27, FEES FOR REMOVAL OF SOLID WASTE BY CITY-AMOUNTS, ETC., TO INCREASE THE RATES SET FORTH THEREIN BY ADDING A UNIFORM SURCHARGE OF $3.63 PER ACCOUNT TO BE USED TO FUND THE CITY OF SARASOTA NATURAL DISASTER COLLECTION RESERVE ACCOUNT; AND TO DELETE PROVISIONS SETTING THE RATES THAT WERE PREVIOUSLY IN EFFECT FOR FISCAL YEARS 2023/24 AND 2024/25, AMENDING THE SARASOTA CITY CODE, CHAPTER 13 EMERGENCIES, TO ADD THERETO A NEW SECTION 13-7 TO BE ENTITLED "NATURAL DISASTER COLLECTION RESERVE ACCOUNT" IN ORDER TO CODIFY RESOLUTION 26R-3372; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the regular City Commission meeting of February 17, 2026, the Director of Public Works made a presentation to the City Commission to recommend that the Commission adopt proposed Resolution 26R-3372 to establish a restricted Natural Disaster Collection Reserve Account within the Solid Waste Enterprise Fund; and,

WHEREAS, expenditure of monies deposited into the Natural Disaster Collection Reserve Account will be restricted to expenditures incurred for debris collection, removal, reduction, monitoring and disposal when the debris results from a natural disaster event under circumstances more fully described herein; and,

WHEREAS, other local governments in Florida have established storm debris removal reserve funds to better manage the immediate financial impact of natural disasters before reimbursement from state or federal agencies; and,

WHEREAS, City staff has recommended an initial target reserve balance of Five Million Dollars ($5,000,000.00) for the City of Sarasota Natural Disaster Collection Reserve Account authorized by Resolution 26R-3372, with the initial target balance to be achieved by seven consecutive "set asides" over seven fiscal years in the amount of $714,286 each ($5 million divided by 7 equals $714,286.); and,

WHEREAS, the sum of $714,286 represents approximately 4.6% of the solid waste program's annual operational costs; and,

WHEREAS, the Solid Waste Account Base as of November 2025 consisted of 16,398 accounts (including single family, multi-family and commercial accounts); and,

WHEREAS, when the targeted annual set aside of $714,286 is divided by 16,398 (the total number of accounts) the resulting quotient is $43.559, rounded up to $43.56 which is the amount representing the annual total in extra charges that solid waste customers would have to pay in order to fund the Reserve Account as recommended. This equates to a monthly increase of $3.63. ($43.56 divided by 12 equals $3.63.); and,

WHEREAS, in order to increase solid waste collection charges, the City Commission must adopt an ordinance and hold a public hearing; and,

WHEREAS, authorization to create the Natural Disaster Collection Reserve Account was given by Resolution 26R-3372; however the City Commission also desires to establish the reserve account by the provision in this ordinance that creates a new section 13-7 to be codified in Chapter 13 of the City Code which is titled "Emergencies"; and,

WHEREAS, the City Commission finds that memorializing the creation and purpose of the reserve account in the City Code together with information regarding the manner in which the account will be funded, the restrictions on its use, the target balance and the requirement to periodically re-evaluate the target balance, would be beneficial because it will make this information more accessible to the general public than if it could only be found in an uncodified Resolution; and,

WHEREAS, the last time solid waste collection fees were increased was by the adoption of Ordinance 23-5497 on September 5, 2023; and,

WHEREAS, Ordinance 23-5497 amended Section 16-27 of the City Code providing for three successive annual increases in the amount of solid waste collection fees. The first annual increase was effective from October 1, 2023 through September 30, 2024; the second from October 1, 2024 to September 30, 2025; and the current fee structure became effective on October 1, 2025; and,

WHEREAS, the City Commission finds that there is no further need to codify information regarding the solid waste collection fees that were previously in effect for the two year period from October 1, 2023 through September 30, 2025 and that this information regarding the collection fees that are no longer in effect can be deleted from Section 16-27; and,

WHEREAS, the City Commission finds that the modifications to the solid waste collection fees set forth in this Ordinance, the establishment of the restricted Natural Disaster Collection Reserve Account; and the amendments to Section 16-27 to delete the obsolete collection fees no longer in effect, are all in furtherance of the public health, safety and welfare.

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

Section 1. The Sarasota City Code, Chapter 16, Recycling and Solid Waste; Article II, Collection and Disposal of Recyclable Materials and Solid Waste; Division 2, Mandatory Solid Waste Collection; Section 16-27, Fees for Removal of Solid Waste by City--Amounts, etc., is hereby amended so as to add thereto a new subsection 16-27(q) entitled Surcharge to fund Natural Disaster Collection Reserve Account which shall provide as stated below in the context of the entire Section 16-27. Section 16-27 is hereby further amended to delete references to fees and charges that were in effect from October 1, 2023 to September 30, 2025, but are no longer in effect having been replaced by current fees and charges which became effective on October 1, 2025. [Additions to existing text are shown in underline. Deletions from existing text are shown by ~~strike through~~.]

"Sec. 16-27. - Fees for removal of solid waste by city—Amounts, etc.

a. *Residential users.* Residential users with wheeled containers placed at the curb in front of the premises, or at an accessible alley line, on collection day. Optional back door service to those residents declining to place containers at the curb in front of the premises, or an accessible alley line.

Each residential user designated by the city manager to receive container service, shall be supplied one (1) container per dwelling unit by the city. When the city manager determines that more than one (1) container is required, additional containers, up to a maximum of three (3), shall be required from the division of solid waste management for a fee of twenty-three dollars and sixty cents ($23.60) per month for each additional container from 10/1/2023 to 9/30/2024, twenty-six dollars and forty-three cents ($26.43) per month for each additional container from 10/1/2024 to 9/30/2025 and twenty-seven dollars and forty-nine cents ($27.49) per month for each additional container starting 10/1/2025.

Charges for container service, whether occupied or not, are as follows:

Residential Users **Solid Waste/Recycling/Yard Waste**

One (1) Collection Weekly			
Number of Containers	~~Curbside 10/1/2023 to 9/30/2024~~	~~Curbside 10/1/2024 to 9/30/2025~~	Curbside Effective 10/1/2025
1	~~$28.97~~	~~$32.45~~	$35.05
Number of Containers	~~Back Door 10/1/2023 to 9/30/2024~~	~~Back Door 10/1/2024 to 9/30/2025~~	Back Door 10/1/2025
1	~~$101.53~~	~~$113.71~~	$118.26

(b) *Multifamily dwellings.* For those multifamily dwellings using other than wheeled containers, the charges per month shall be the same as the commercial user fees set forth in subsections (e), (f), (g) and (h) herein plus a recycling fee of three dollars and sixty-one cents ($3.61) per dwelling unit, whether occupied or not from 10/1/2023 to 9/30/2024, four dollars and four cents ($4.04) per dwelling unit, whether occupied or not from 10/1/2024 to 9/30/2025 and four dollars and twenty cents ($4.20) per dwelling unit, whether occupied or not starting 10/1/2025. Number, size, type and location of containers, and frequency of collection, to be as determined by the city manager.

(c) *Service for certified handicapped.* Upon presenting a statement to the division of solid waste management, signed by a medical doctor, licensed in this state, attesting to a handicap that precludes an owner/occupant of a single-family dwelling from using a wheeled container, and upon the presentation of an affidavit, to the division, sworn to by the owner/occupant of a single-family dwelling certifying that no non-handicapped person occupies the dwelling, the handicapped owner/occupant of a single-family dwelling shall use privately owned thirty-two-gallon garbage type containers placed in an accessible location on the premises, and receive back door service from the division of solid waste management; provided, however, that back door service shall be terminated upon a finding, by the division, that the dwelling is occupied by a nonhandicapped person even though the owner or additional occupant of the dwelling is handicapped. Charges per month:

Number of Containers	~~One (1) Collection Weekly 10/1/2023 to 9/30/2024~~	~~One (1) Collection Weekly 10/1/2024 to 9/30/2025~~	One (1) Collection Weekly Effective 10/1/2025
1	~~$28.97~~	~~$32.45~~	$33.75

2	~~$28.97~~	~~$32.45~~	$33.75
3	~~$28.97~~	~~$32.45~~	$33.75
4	~~$47.22~~	~~$52.89~~	$55.01
5	~~$61.93~~	~~$69.36~~	$72.13
6	~~$76.65~~	~~$85.85~~	$89.28

(d) *Commercial users with wheeled containers no greater than ninety-six (96) gallons.* Charges per month:

Number of Containers	~~Two (2) Collections Weekly 10/1/2023 to~~	~~Two (2) Collections Weekly 10/1/2024 to~~	Two (2) Collections Weekly Effective 10/1/2025
1	~~$38.27~~	~~$42.86~~	$44.57
2	~~$76.55~~	~~$85.74~~	$89.17
3	~~$119.29~~	~~$133.60~~	$138.94
4	~~$157.57~~	~~$176.48~~	$183.54
5	~~$195.83~~	~~$219.33~~	$228.10
6	~~$238.58~~	~~$267.21~~	$277.90
7	~~$276.85~~	~~$310.07~~	$322.47
8	~~$315.13~~	~~$352.95~~	$367.07
9	~~$357.87~~	~~$400.81~~	$416.84
10	~~$396.15~~	~~$443.69~~	$461.44
11	~~$434.42~~	~~$486.55~~	$506.01
12	~~$477.17~~	~~$534.43~~	$555.81
13	~~$515.44~~	~~$577.29~~	$600.38
14	~~$553.72~~	~~$620.17~~	$644.98
15	~~$596.45~~	~~$668.02~~	$694.74
16	~~$634.72~~	~~$710.89~~	$739.33
17	~~$673.00~~	~~$753.76~~	$783.91
18	~~$715.74~~	~~$801.63~~	$833.70
19	~~$754.02~~	~~$844.50~~	$878.28
20	~~$792.29~~	~~$887.36~~	$922.85

(e)*Commercial users with city-owned leased bulk containers.* Charges per month:

~~10/1/2023 to 9/30/2024~~						
~~Size~~	~~Collections per Week~~					
~~(cubic yards)~~	~~One~~	~~Two~~	~~Three~~	~~Four~~	~~Five~~	~~Six~~
~~1~~	~~$123.83~~	~~$247.65~~	~~$371.48~~	~~$495.31~~	~~$619.13~~	~~$742.95~~
~~2~~	~~$137.13~~	~~$246.83~~	~~$355.44~~	~~$467.75~~	~~$579.96~~	~~$690.16~~
~~3~~	~~$152.33~~	~~$277.23~~	~~$415.84~~	~~$554.47~~	~~$693.08~~	~~$831.70~~
~~4~~	~~$198.02~~	~~$364.35~~	~~$569.26~~	~~$751.41~~	~~$931.75~~	~~$1,099.47~~
~~6~~	~~$256.47~~	~~$477.04~~	~~$691.70~~	~~$912.81~~	~~$1,141.01~~	~~$1,369.20~~
~~8~~	~~$320.59~~	~~$609.13~~	~~$889.33~~	~~$1,173.91~~	~~$1,443.92~~	~~$1,718.26~~

~~10/1/2024 to 9/30/2025~~						
~~Size~~	~~Collections per Week~~					
~~(cubic yards)~~	~~One~~	~~Two~~	~~Three~~	~~Four~~	~~Five~~	~~Six~~
~~1~~	~~$138.69~~	~~$277.37~~	~~$416.06~~	~~$554.75~~	~~$693.43~~	~~$832.10~~
~~2~~	~~$153.59~~	~~$276.45~~	~~$398.09~~	~~$523.88~~	~~$649.56~~	~~$772.98~~
~~3~~	~~$170.61~~	~~$310.50~~	~~$465.74~~	~~$621.01~~	~~$776.25~~	~~$931.50~~
~~4~~	~~$221.78~~	~~$408.07~~	~~$637.57~~	~~$841.58~~	~~$1,043.56~~	~~$1,231.41~~
~~6~~	~~$287.25~~	~~$534.28~~	~~$774.70~~	~~$1,022.35~~	~~$1,277.93~~	~~$1,533.50~~
~~8~~	~~$359.06~~	~~$682.23~~	~~$996.05~~	~~$1,314.78~~	~~$1,617.19~~	~~$1,924.45~~

Effective 10/1/2025						
Size	**Collections per Week**					
(cubic yards)	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
1	$144.24	$288.46	$432.70	$576.94	$721.17	$865.38

2	$159.73	$287.51	$414.01	$544.84	$675.54	$803.90
3	$177.43	$322.92	$484.37	$645.85	$807.30	$968.76
4	$230.65	$424.39	$663.07	$875.24	$1,085.30	$1,280.67
6	$298.74	$555.65	$805.69	$1,063.24	$1,329.05	$1,594.84
8	$373.42	$709.52	$1,035.89	$1,367.37	$1,681.88	$2,001.43

(f) *Commercial users with privately owned bulk containers.* Charges per month according to collections per week:

~~10/1/2023 to 9/30/2024~~						
~~Size~~	~~Collections per Week~~					
~~(cubic yards)~~	~~One~~	~~Two~~	~~Three~~	~~Four~~	~~Five~~	~~Six~~
~~1~~	~~$108.04~~	~~$231.75~~	~~$355.45~~	~~$479.29~~	~~$607.16~~	~~$728.74~~
~~2~~	~~$119.43~~	~~$256.56~~	~~$393.70~~	~~$530.59~~	~~$667.71~~	~~$804.84~~
~~2.75~~	~~$128.44~~	~~$276.75~~	~~$425.51~~	~~$573.80~~	~~$722.44~~	~~$870.97~~
~~3~~	~~$131.32~~	~~$281.84~~	~~$435.96~~	~~$588.28~~	~~$740.71~~	~~$892.84~~
~~3.5~~	~~$138.32~~	~~$299.06~~	~~$459.83~~	~~$620.81~~	~~$781.80~~	~~$942.68~~
~~4~~	~~$145.68~~	~~$315.21~~	~~$486.76~~	~~$661.41~~	~~$853.41~~	~~$1,058.67~~
~~5~~	~~$170.97~~	~~$369.82~~	~~$568.56~~	~~$734.55~~	~~$966.09~~	~~$1,164.68~~
~~6~~	~~$196.49~~	~~$424.56~~	~~$653.11~~	~~$880.72~~	~~$1,108.76~~	~~$1,463.47~~
~~8~~	~~$243.63~~	~~$520.14~~	~~$797.23~~	~~$1,073.51~~	~~$1,350.51~~	~~$1,627.13~~

-

~~10/1/2024 to 9/30/2025~~						
~~Size~~	~~Collections per Week~~					
~~(cubic yards)~~	~~One~~	~~Two~~	~~Three~~	~~Four~~	~~Five~~	~~Six~~
~~1~~	~~$121.00~~	~~$259.56~~	~~$398.10~~	~~$536.80~~	~~$680.02~~	~~$816.19~~
~~2~~	~~$133.76~~	~~$287.35~~	~~$440.94~~	~~$594.26~~	~~$747.84~~	~~$901.42~~
~~2.75~~	~~$143.85~~	~~$309.96~~	~~$476.57~~	~~$642.66~~	~~$809.13~~	~~$975.49~~
~~3~~	~~$147.08~~	~~$315.66~~	~~$488.28~~	~~$658.87~~	~~$829.60~~	~~$999.98~~
~~3.5~~	~~$154.92~~	~~$334.95~~	~~$515.01~~	~~$695.31~~	~~$875.62~~	~~$1,055.80~~
~~4~~	~~$163.16~~	~~$353.04~~	~~$545.17~~	~~$740.78~~	~~$955.82~~	~~$1,185.71~~
~~5~~	~~$191.49~~	~~$414.20~~	~~$636.79~~	~~$822.70~~	~~$1,082.02~~	~~$1,304.44~~
~~6~~	~~$220.07~~	~~$475.51~~	~~$731.48~~	~~$986.41~~	~~$1,241.81~~	~~$1,639.09~~
~~8~~	~~$272.87~~	~~$582.56~~	~~$892.90~~	~~$1,202.33~~	~~$1,512.57~~	~~$1,822.39~~

Effective 10/1/2025						
Size	**Collections per Week**					
(cubic yards)	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
1	$125.84	$269.94	$414.02	$558.27	$707.22	$848.83
2	$139.11	$298.85	$458.58	$618.03	$777.75	$937.48
2.75	$149.60	$322.36	$495.63	$668.37	$841.50	$1,014.51
3	$152.96	$328.29	$507.81	$685.22	$862.78	$1,039.98
3.5	$161.12	$348.35	$535.61	$723.12	$910.64	$1,098.03
4	$169.69	$367.16	$566.98	$770.41	$994.05	$1,233.14
5	$199.15	$430.77	$662.26	$855.61	$1,125.30	$1,356.62
6	$228.87	$494.53	$760.74	$1,025.87	$1,291.48	$1,704.65
8	$283.78	$605.86	$928.62	$1,250.42	$1,573.07	$1.895.29

(g) *Commercial users with city-owned stationary packers.* Charges per month according to collections per week:

~~**10/1/2023 to 9/30/2024**~~						
~~**Size**~~	~~**Collections per Week**~~					
~~**(cubic yards)**~~	~~**One**~~	~~**Two**~~	~~**Three**~~	~~**Four**~~	~~**Five**~~	~~**Six**~~
~~8~~	~~$1,327.62~~	~~$2,063.10~~	~~$2,796.20~~	~~$3,533.04~~	~~$4,268.53~~	~~$5,004.11~~

~~**10/1/2024 to 9/30/2025**~~						
~~**Size**~~	~~**Collections per Week**~~					
~~**(cubic yards)**~~	~~**One**~~	~~**Two**~~	~~**Three**~~	~~**Four**~~	~~**Five**~~	~~**Six**~~
~~8~~	~~$1,486.93~~	~~$2,310.67~~	~~$3,131.74~~	~~$3,957.01~~	~~$4,780.75~~	~~$5,604.60~~

Effective 10/1/2025	
Size	**Collections per Week**

(cubic yards)	One	Two	Three	Four	Five	Six
8	$1,546.41	$2,403.10	$3,257.01	$4,115.29	$4,971.98	$5,828.78

(h) *Commercial users with privately owned stationary packers.* Charges per month according to collections per week:

~~10/1/2023 to 9/30/2024~~						
~~Size~~	~~Collections per Week~~					
~~(cubic yards)~~	~~One~~	~~Two~~	~~Three~~	~~Four~~	~~Five~~	~~Six~~
~~1~~	~~$311.91~~	~~$626.98~~	~~$938.89~~	~~$1,254.68~~	~~$1,565.77~~	~~$1,880.97~~
~~2~~	~~$387.39~~	~~$774.81~~	~~$1,162.21~~	~~$1,549.59~~	~~$1,939.98~~	~~$2,327.37~~
~~3~~	~~$462.91~~	~~$925.83~~	~~$1,388.73~~	~~$1,851.62~~	~~$2,314.55~~	~~$2,777.45~~
~~4~~	~~$479.29~~	~~$958.58~~	~~$1,441.10~~	~~$1,920.27~~	~~$2,399.54~~	~~$2,875.77~~
~~5~~	~~$538.42~~	~~$1,076.84~~	~~$1,615.25~~	~~$2,153.68~~	~~$2,692.10~~	~~$3,230.51~~
~~6~~	~~$594.22~~	~~$1,188.44~~	~~$1,782.66~~	~~$2,425.21~~	~~$2,971.11~~	~~$3,565.32~~
~~8~~	~~$735.27~~	~~$1,470.51~~	~~$2,205.81~~	~~$2,941.06~~	~~$3,676.33~~	~~$4,411.58~~

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~~10/1/2024 to 9/30/2025~~						
~~Size~~	~~Collections per Week~~					
~~(cubic yards)~~	~~One~~	~~Two~~	~~Three~~	~~Four~~	~~Five~~	~~Six~~
~~1~~	~~$349.34~~	~~$702.22~~	~~$1,051.56~~	~~$1,405.24~~	~~$1,753.66~~	~~$2,106.69~~
~~2~~	~~$433.88~~	~~$867.79~~	~~$1,301.68~~	~~$1,735.54~~	~~$2,172.78~~	~~$2,606.65~~
~~3~~	~~$518.46~~	~~$1,036.93~~	~~$1,555.38~~	~~$2,073.81~~	~~$2,592.30~~	~~$3,110.74~~
~~4~~	~~$536.80~~	~~$1,073.61~~	~~$1,614.03~~	~~$2,150.70~~	~~$2,687.48~~	~~$3,220.87~~
~~5~~	~~$603.03~~	~~$1,206.06~~	~~$1,809.08~~	~~$2,412.12~~	~~$3,015.15~~	~~$3,618.17~~
~~6~~	~~$665.53~~	~~$1,331.05~~	~~$1,996.58~~	~~$2,716.24~~	~~$3,327.64~~	~~$3,993.16~~
~~8~~	~~$823.50~~	~~$1,646.97~~	~~$2,470.51~~	~~$3,293.99~~	~~$4,117.49~~	~~$4,940.97~~

Effective 10/1/2025	
Size	**Collections per Week**

(cubic yards)	One	Two	Three	Four	Five	Six
1	$363.31	$730.31	$1,093.62	$1,461.45	$1,823.81	$2,190.96
2	$451.24	$902.50	$1,353.75	$1,804.96	$2,259.69	$2,710.92
3	$539.20	$1078.41	$1,617.60	$2,156.76	$2,695.99	$3,235.17
4	$558.27	$1,116.55	$1,678.59	$2,236.73	$2,794.98	$3,349.70
5	$627.15	$1,254.30	$1,881.44	$2,508.60	$3,135.76	$3,762.90
6	$692.15	$1,384.29	$2,076.44	$2,824.89	$3,460.75	$4,152.89
8	$856.44	$1,712.85	$2,569.33	$3,425.75	$4,282.19	$5,138.61

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i. Additional nonscheduled pickup provided commercial users according to size of leased or privately owned bulk containers:

Size (cubic yard)	~~Each 10/1/2023 to 9/30/2024~~	~~Each 10/1/2024 to 9/30/2025~~	Each Effective 10/1/2025
1	~~$108.04~~	~~$121.00~~	$125.84
2	~~$120.63~~	~~$135.11~~	$140.51
2.75	~~$128.44~~	~~$143.85~~	$149.60
3	~~$131.32~~	~~$147.08~~	$152.96
3.50	~~$138.20~~	~~$154.78~~	$160.97
4	~~$145.68~~	~~$163.16~~	$169.69
5	~~$170.97~~	~~$191.49~~	$199.15
6	~~$196.49~~	~~$220.07~~	$228.87
8	~~$243.63~~	~~$272.87~~	$283.78

(j) Additional nonscheduled pickup charge for commercial users with stationary packers:

Size (cubic yard)	~~Each 10/1/2023 to 9/30/2024~~	~~Each 10/1/2024 to 9/30/2025~~	Each Effective 10/1/2025
6	~~$594.19~~	~~$665.49~~	$692.11

8	~~$735.31~~	~~$823.55~~	$856.49

(k) Charges for the additional quantities placed in the container by user at the time of regularly scheduled commercial pickup.

Size (cubic yard)	~~Each 10/1/2023 to 9/30/2024~~	~~Each 10/1/2024 to 9/30/2025~~	Each Effective 10/1/2025
1	~~$74.19~~	~~$83.09~~	$86.41
2	~~$85.73~~	~~$96.02~~	$99.86
2.75	~~$94.64~~	~~$106.00~~	$110.24
3	~~$97.72~~	~~$109.45~~	$113.83
3.50	~~$104.58~~	~~$117.13~~	$121.82
4	$111.84	$125.26	$130.27
5	$137.13	$153.59	$159.73
6	$163.02	$182.58	$189.88
8	$209.91	$235.10	$244.50

(l) *Charges for temporary use of city-owned bulk container.* Upon request, the city manager shall cause a container or containers to be placed for a temporary period, not to exceed two (2) consecutive weeks, for the following charges: Placement and removal charge per container shall be sixty-eight dollars and twenty-four cents ($68.24). In addition, a charge for pickup service shall be paid by the user requesting the service based upon the following schedule:

~~**10/1/2023 to 9/30/2024**~~						
~~**Size**~~	~~**Collections per Week**~~					
~~**(cubic yards)**~~	~~**One**~~	~~**Two**~~	~~**Three**~~	~~**Four**~~	~~**Five**~~	~~**Six**~~
~~1~~	~~$108.04~~	~~$231.75~~	~~$355.45~~	~~$479.29~~	~~$607.16~~	~~$728.74~~
~~2~~	~~$119.43~~	~~$256.56~~	~~$393.70~~	~~$530.59~~	~~$667.71~~	~~$804.84~~
~~2.75~~	~~$128.44~~	~~$276.75~~	~~$425.51~~	~~$573.80~~	~~$722.44~~	~~$870.97~~
~~3~~	~~$131.32~~	~~$281.84~~	~~$435.96~~	~~$588.28~~	~~$740.71~~	~~$892.84~~
~~3.5~~	~~$138.32~~	~~$299.06~~	~~$459.83~~	~~$620.81~~	~~$781.80~~	~~$942.68~~
~~4~~	~~$145.68~~	~~$315.21~~	~~$486.76~~	~~$661.41~~	~~$853.41~~	~~$1,058.67~~
~~5~~	~~$170.97~~	~~$369.82~~	~~$568.56~~	~~$734.55~~	~~$966.09~~	~~$1,164.68~~

~~6~~	~~$196.49~~	~~$306.56~~	~~$653.11~~	~~$880.72~~	~~$1,108.76~~	~~$1,337.09~~
~~8~~	~~$243.63~~	~~$520.14~~	~~$797.23~~	~~$1,073.51~~	~~$1,350.51~~	~~$1,627.13~~

~~10/1/2024 to 9/30/2025~~						
~~Size~~	~~Collections per Week~~					
~~(cubic yards)~~	~~One~~	~~Two~~	~~Three~~	~~Four~~	~~Five~~	~~Six~~
~~1~~	~~$121.00~~	~~$259.56~~	~~$398.10~~	~~$536.80~~	~~$680.02~~	~~$816.19~~
~~2~~	~~$133.76~~	~~$287.35~~	~~$440.94~~	~~$594.26~~	~~$747.84~~	~~$901.42~~
~~2.75~~	~~$143.85~~	~~$309.96~~	~~$476.57~~	~~$642.66~~	~~$809.13~~	~~$975.49~~
~~3~~	~~$147.08~~	~~$315.66~~	~~$488.28~~	~~$658.87~~	~~$829.60~~	~~$999.98~~
~~3.5~~	~~$154.92~~	~~$334.95~~	~~$515.01~~	~~$695.31~~	~~$875.62~~	~~$1,055.80~~
~~4~~	~~$163.16~~	~~$353.04~~	~~$545.17~~	~~$740.78~~	~~$955.82~~	~~$1,185.71~~
~~5~~	~~$191.49~~	~~$414.20~~	~~$636.79~~	~~$822.70~~	~~$1,082.02~~	~~$1,304.44~~
~~6~~	~~$220.07~~	~~$343.35~~	~~$731.48~~	~~$986.41~~	~~$1,241.81~~	~~$1,497.54~~
~~8~~	~~$272.87~~	~~$582.56~~	~~$892.90~~	~~$1,202.33~~	~~$1,512.57~~	~~$1,822.39~~

Effective 10/1/2025						
Size	**Collections per Week**					
(cubic yards)	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
1	$125.84	$269.94	$414.02	$558.27	$707.22	$848.83
2	$139.11	$298.85	$458.58	$618.03	$777.75	$937.48
2.75	$149.60	$322.36	$495.63	$668.37	$841.50	$1,014.51
3	$152.96	$328.29	$507.81	$685.22	$862.78	$1,039.98
3.5	$161.12	$348.35	$535.61	$723.12	$910.64	$1,098.03
4	$169.69	$367.16	$566.98	$770.41	$994.05	$1,233.14
5	$199.15	$430.77	$662.26	$855.61	$1,125.30	$1,356.62
6	$228.87	$357.08	$760.74	$1,025.87	$1,291.48	$1,557.44
8	$283.78	$605.86	$928.62	$1,250.42	$1,573.07	$1.895.29

(m) *Fee basis; delinquent accounts.* The foregoing charge shall be administered on a monthly basis and the full fee for each month shall be charged for any month in which the service is rendered. Where any account becomes delinquent, the service shall be discontinued and shall not be resumed until payment has been made on all amounts

due. The foregoing charges shall be paid in advance by all customers applying either for new service or for service at a new address. However, this fee shall not be charged if the account was active for less than five (5) days of the billing cycle.

(n) *Rates for unusual conditions.* Where the city manager approves the use of containers other than as described above or when special collections of solid waste are made or where other unusual conditions or hardships prevail, the rates and charges therefore shall be determined by the city manager based upon the quantities of solid waste collected, frequency of collection and methods employed.

(o) *Rates for special collection service.* Fees are charged for special collection services for special waste, yard waste or yard trash, improperly prepared materials, co-mingled materials, or other bulky trash associated with housekeeping, but excluding construction and demolition debris. The rates are based upon the following:

(1) For an occupied single-family dwelling, no fee shall be charged so long as the special waste, yard waste or yard trash, recyclable materials or solid waste to be collected are not co-mingled and have been properly prepared in accordance with section 16-29;

(2) For a vacant single-family dwelling, a special collection fee shall be charged at the rate set forth below;

(3) For a commercial user, special collection service, when a dumpster is required because the use of the customary ninety-six (96) gallon container or recyclable materials container is not possible, a special collection fee shall be charged at the rate set forth below;

(4) For a commercial user or residential user, special collection is required because construction and demolition debris, special waste, solid waste, or recyclable materials, or any combination thereof, have been co-mingled or not properly prepared in compliance with section 16-29, regardless of quantity, a special collection fee shall be charged at the rate set forth below and in addition, the actual cost to separate the construction and demolition debris or yard waste from the remaining matters shall be charged to the user.

(5) For those situations set forth in subsection (2), (3) or (4) hereof, or for improperly prepared or co-mingled material, the user may contract with a commercial hauler for removal, or may contact the division of solid waste management to arrange a pick up at the rates then in effect.

The fees charged for special collection services provided to single-family dwelling shall be billed at the rate of forty-four dollars and eighty-eight cents ($44.88) per cubic yard with a minimum of thirty-three dollars and nineteen cents ($33.19) per collection from 10/1/2023 to 9/30/2024, fifty dollars and twenty-seven cents ($50.27) per cubic yard with a minimum of thirty-seven dollars and seventeen cents ($37.17) per collection from

10/1/2024 to 9/30/2025 and fifty-two dollars and twenty-eight cents ($52.28) per cubic yard *with a minimum of thirty-eight dollars and sixty-six cents ($38.66) per collection starting 10/1/2025.*

The billing for all special collection services for commercial users shall be pursuant to the following table:

	~~10/1/2023 to 9/30/2024~~		~~10/1/2024 to 9/30/2025~~		Effective 10/1/2025	
(cubic yards)	~~One (1) Time per Week~~	~~Two (2) Times per week~~	~~One (1) Time per Week~~	~~Two (2) Times per week~~	One (1) Time per Week	Two (2) Times per week
2	~~$73.25~~	~~$123.84~~	~~$82.04~~	~~$138.70~~	$85.32	$144.25
4	~~$98.35~~	~~$176.75~~	~~$110.15~~	~~$197.96~~	$114.56	$205.88
6	~~$136.04~~	~~$245.42~~	~~$152.36~~	~~$274.87~~	$158.45	$285.86
8	~~$149.13~~	~~$267.62~~	~~$167.03~~	~~$299.74~~	$173.71	$311.73

(p) *Temporary discontinuance of service/service available standby fee.* The owner of a single-family dwelling may request that the division of solid waste management temporarily discontinue collection service in the event that the dwelling will not be occupied for a period of time in excess of eight (8) consecutive collections. In such case, the residential user shall be charged a service available standby fee or minimum service charge of seventeen dollars and sixty-five cents ($17.65) per month from 10/1/2023 to 9/30/2024, nineteen dollars and seventy-six cents ($19.76) per month from 10/1/2024 to 9/30/2025 and twenty dollars and fifty-five cents ($20.55) per month starting 10/1/2025, during the period of time when collections are temporarily discontinued, in lieu of the fee that would be charged for normal weekly collection service; however, the standby fee or minimum service charge shall be assessed for no more than six (6) consecutive months.

(q) *Surcharge to fund Natural Disaster Collection Reserve Account.* Every account in each of the account categories set out in subsections 16-27(a) through (h) shall be subject to a uniform single flat fee monthly surcharge in the amount of Three Dollars and Sixty-Three Cents ($3.63) which shall be in addition to the monthly amount due pursuant to the applicable subsections above. This amount shall be separately indicated on the monthly billing for solid waste collection. The revenues derived from the surcharge shall be utilized to fund the Natural Disaster Collection Reserve Account created by Section 13-7 of this Code.

Section 2. The Sarasota City Code, Chapter 13, Emergencies, is hereby amended so as to add thereto a new subsection 13-7 to be entitled Natural Disaster Collection Reserve Account which shall provide as follows: [Additions to existing text are shown in underline. Deletions from existing text are shown by ~~strike through~~.]

"Section 13-7 Natural Disaster Collection Reserve Account

(a) *Creation and Purpose.* There is hereby created a restricted Natural Disaster Collection Reserve Account which shall be maintained as a separate account within the Solid Waste Enterprise Fund. (hereinafter the "Reserve Account.") The purpose of the Reserve Account is to strengthen operational resilience, to protect the Solid Waste operating reserve account, and to reduce reliance on the General Fund following major natural disaster events by providing a dedicated funding mechanism for debris collection, removal, reduction, monitoring and disposal costs. The use of monies in the Reserve Account shall be restricted to paying the costs of debris collection, removal, reduction, monitoring, and disposal activities arising from a natural disaster event that caused a local, state, or federal declaration of emergency or a determination of necessity by the City Manager.

(b) *Target Balance*. The initial target balance of the Reserve Account shall be Five Million Dollars ($5,000,000.00) The initial target balance is intended to provide sufficient liquidity to support response and cash-flow needs for debris removal after a natural disaster, such as, but not necessarily limited to, a hurricane, other major storm event, a flood or an occurrence of "red tide" or harmful algal bloom (HAB). Cash-flow needs include costs that might be incurred by the City prior to reimbursement from state or federal agencies. The initial target balance is based on historical debris removal expenditures incurred by the City and on projected cost pressures.

(c) *Periodic Evaluation of Target Balance.* To ensure that the target balance of the Reserve Account remains appropriate over time, the City Manager (or designee) shall evaluate the adequacy of the target balance at least once every three (3) fiscal years and shall subsequently provide a written summary of findings. The evaluation should consider at a minimum:

(1) The most recent five-year storm debris spending experience and cost trends
(2) Changes in contractor pricing, hauling distances, disposal capacity; and other major cost drivers
(3) The Solid Waste Fund operating budget and reserve posture
(4) Changes in reimbursement timing, eligibility, and cost-share expectations.

(d) *Funding and Replenishment of Reserve Account*. The Reserve Account shall be funded by: (1) a uniform single flat fee monthly surcharge on all solid waste fee collections as provided in Section 16-27(q) of this Code; (2) transfers of year-end Solid Waste Fund surpluses, when available; and (3) federal or state reimbursements to the City for expenses eligible to be paid from the Reserve Account to the extent permitted by law or by applicable grant agreements.

Following any draw, the Reserve Account shall be replenished to its current target level within five (5) fiscal years using the funding mechanisms set forth above.

(e) *Access to and Use of Funds.* Funds in the Reserve Account may be accessed only (1) upon a local, state, or federal declaration of a state of emergency resulting from a natural disaster or (2) upon a written determination of necessity by the City Manager based on a finding that the presence of debris presents a threat to public health, safety, or welfare or that it impedes access to properties by fire and emergency rescue vehicles, by service vehicles (e.g. garbage collection, postal and other deliveries), by law enforcement; or by vehicles engaged in public transport. In either event specified above, if the Reserve Account is accessed, the City Manager shall be authorized to (1) activate contracts providing for pre-event or post-event debris monitoring, reduction, removal and disposal activities and to (2) issue task orders and emergency purchase orders relating to such activities consistent with applicable procurement requirements. The City Manager shall provide a report to the City Commission within thirty (30) days after Reserve Account funds have been accessed and utilized. The report shall summarize actions taken using the Reserve Account funds and initial or projected financial impacts.

(f) *Funding Hierarchy.* Following a local, state or federal declaration of a state of emergency resulting from a natural disaster, the sources of funds listed in this subsection shall be used to pay costs associated with debris collection, removal, reduction, monitoring and disposal in the following order of priority: (1) federal and state reimbursements (primary funding sources); (2) the Reserve Account created by subsection 13-7(a); and (3) budgeted debris line items within the Solid Waste operating budget. (These funds should be used for the non-reimbursable local share or for routine debris removal and disposal not tied to a declaration of a state of emergency.)

Section 3. Should any section, sentence, clause, part or provision of this Ordinance be declared invalid or unenforceable, by a court of competent jurisdiction, the same shall not affect the validity of this Ordinance as a whole, or any part hereof other than the part declared to be invalid.

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

Section 5. This Ordinance shall take effect immediately upon second reading, however collection of the monthly charge established by new Section 16-27(q) shall commence by no later than October 1, 2026.

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

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

_____
Debbie Trice, Mayor

ATTEST:

_____
Shayla Griggs, City Auditor and Clerk

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