

RESOLUTION NO. 15R-2466

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 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. 14R-2434 the City has adopted a budget for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015; 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, 2014 is hereby amended by providing for supplemental appropriations in the amounts identified in Exhibit A.

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

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 Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

ADOPTED by the City Commission of the City of Sarasota, upon reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to adoption, as provided by Article IV, Section 2 of the Charter of the City of Sarasota, this 5th day of January, 2015.

Willie Charles Shaw, Mayor

ATTEST:

City Auditor and Clerk

<u>Yes</u>	Mayor Shaw
<u>Yes</u>	Vice Mayor Chapman
<u>Yes</u>	Commissioner Atwell
<u>Yes</u>	Commissioner Normile
<u>Yes</u>	Commissioner Zimmerman

EXHIBIT A
City of Sarasota
Budget Amendments for 2014-15

Back-up #	FND	DPT	CC	OBJECT	PROJ	Project Description	Appropriated Expense	Revenue
<i><u>Special Law Enforcement Trust</u></i>								
1/05-01	110	070	000	000684	000000	Use of fund balance for retrofit of Police Special Use Vehicles	\$ 8,000	
<i><u>Tourist Development Tax</u></i>								
1/05-02	125	096	000	331505	001962	Establish revenue and expense budget for Federal Grant share of		\$ 1,871,715
	125	096	000	000546	001962	Lido Key Beach restoration	1,871,715	
<i><u>WCIND Grant</u></i>								
1/05-03	158	090	000	000679	003055	Establish revenue and expense budget for the	200,000	
	158	090	000	337210	003055	WCIND Grant, to construct 10th St Boat Ramp and Basin		200,000
<i><u>Road Impact Fees</u></i>								
1/05-04	190	138	000	324310	001938	Amend revenue and expense budget to accept funding		2,700,000
	190	138	000	000675	001938	for US41 and 10th St Roundabout and US41 and 14th St	2,700,000	
	190	138	000	324310	001939	Roundabout		842,500
	190	138	000	000675	001939		842,500	



Interoffice Memorandum

Date: December 9, 2014

To: City Commission

Thru: Tom Barwin, City Manager

From: Chief Bernadette DiPino *BP 12/12/14*

Subject: Request for Budget Amendment from Law Enforcement Trust Fund (Fund 110-070-000)

The Police Department requests the use of LETF State Funds for the following expenditures for retrofit of Police Special Use Vehicles.

The Department was recently fortunate to participate in the Federal Excess Property Program, receiving three emergency vehicles, valued collectively at over \$250,000, for a purchase price of only \$4,000 for all three vehicles.

The primary purpose of the rescue vehicles is to support the City of Sarasota's Tactical First-In Teams (TFITs) and the Emergency Response Team. The City's TFIT's work in conjunction with North Port Police, Venice Police and the County Sheriff and Public Works and Utilities Departments throughout the County to clear primary roads and access damage to critical facilities in the event of natural or man-made disasters. The rescue vehicles are also used by the Sarasota Police Department's contingent to the multijurisdictional County Emergency Response Team

It is the Police Department's responsibility to utilize funds as carefully as possible. By attaining these used vehicles through the Federal Property Program at such low cost, retrofitting them to particular needs of multi-agency task forces, and other service units at SPD, we gain useful, otherwise exorbitantly expensive equipment for use in our Community.

To complete the retrofit, Law Enforcement Trust Funds are requested. Emergency lighting and equipment, paint and graphics are needed to make the vehicles completely ready for use. **The funds needed for the work are estimated at approximately \$8,000.**

Further, as required by law, I certify to you that this request complies with the requirements of Florida Statute 932.7055 (5) (a) through (c).

Recommend approval.


Interoffice Memorandum
Date: December 19, 2014

To: John Lege, Director of Finance

From: Karen Lusk, Accountant II 
**Subject: FEMA Grant (FEMA-4068-DR-FL)
Lido Key Beach**

Please accept this memorandum as a request to establish an expense and revenue budget for the subject project. The Grant allows 75% of the approved PW Amount of \$2,629,082.22. Therefore, the Federal Share is \$1,971,811.67 for restoration of Lido Beach to its pre-disaster condition.

Approved PW Amount	\$2,629,082.22
2014 Approved Expenses and Budget	(\$94,979.63)
2013 Approved Expenses and Budget	(\$38,482.82)
	\$2,495,619.77
	<u> x 75%</u>
2015 Budget Request	\$1,871,714.83

Thank you and if you require any additional information, please let me know.

	<u>Expense</u>	<u>Revenue</u>
125-096-000-331505-001962		\$1,871,715
125-096-000-000546-001962	\$1,871,715	

xc: Alexandra Davisshaw, P.E., PTOE, City Engineer
Marjorie Holman, Finance Department
Kelly Strickland, Deputy Finance Director
Michelle Valentich, Budget Manager

Capture Date: 03/03/2014 15:38

Federal Emergency Management Agency
 Project Application Grant Report (P.2)
 Disaster: FEMA-4068-DR-FL

Number of Records: 1

prior to construction commencement. *****

Upon completion, this site will be returned to its pre-disaster design, function and capacity within the original footprint. The applicant is responsible for obtaining all local, state and/or federal permits as they may apply to this project. *****

Notes:

To be eligible under Category G the beach must meet the following criteria (ref. PA Guide, FEMA -322, June 2007, pgs 86,87):

A beach is considered eligible for permanent repair if it is an improved beach and has been routinely maintained prior to the disaster. A beach is considered to be an "improved beach" if the following criteria apply: the beach was constructed by the placement of sand to a designed elevation, width, grain size, and slope; and the beach have been maintained in accordance with a maintenance program involving the periodic re-nourishment of sand.

Documentation maintained by the Applicant must typically include: a) Design documents including engineering specifications and grain size analysis b) "As-built" plans of the project c) Documentation of regular renourishment of the beach d) Pre-storm cross-sections of the beach e) Post-storm cross-sections of the beach.

Review of eligibility (see Backup Documentation):1) The 2009 design documents provided by the Applicant have been reviewed by the Project Specialist. Fill was most recently placed in 2009. 2) Lido Key is a man-made island, made in the 1920's. FDEP Bureau of Beaches and Coastal Systems (BBCS) document - Strategic Beach Management Plan (excerpt attached) shows that the beach has been nourished periodically (2yr to 6-yr intervals) since 1964. The document is available online at <http://www.dep.state.fl.us/beaches/publications/gen-pub.htm>.

Recent history from the CPE post-Debby report states:

"From 1998 through 2012, the City of Sarasota has nourished Lido Key on four occasions. In 1998, the City nourished the mid-key portion of Lido Key through the placement of 285,000 cubic yards of sand, between Florida Department of Environmental Protection (FDEP) beach monuments R-35.5 to R-40, a distance of 0.84 miles. In March and April 2001 the southern portion of the Lido Key coast was nourished with approximately 360,000 cubic yards of sand over the 1.36 mile project area, R-36.5 through R-44.2. Between December 2002 and February 2003, approximately 125,000 cubic yards of white sand was dredged from New Pass channel, located adjacent to the project area, and placed on 1.17 miles of shoreline between DEP monuments R-35.5 to R-43.2. The 2003 project reconstructed the 2001 beach nourishment construction template.

The 2009 Lido Key Beach Renourishment Project was constructed between March and April 2009 in response to an intense 2004/05 hurricane season and non-hurricane related erosion between 2005 and 2009. Approximately 467,000 cubic yards of sand from New Pass was placed on 1.5 miles of shoreline between R-35.5 (27° 18.94'N, 82° 34.91'W) and R-44.2 (27° 17.87'N, 82° 34.06'W) as shown in Figure 1. FEMA determined that Lido Key beach, as an engineered beach nourishment project, qualified for Category G funding to repair the hurricane damage to the beach (Attachment B). FEMA funding was used to address the majority of the costs associated with mobilizing and demobilizing the dredge into the project area, as well as fund replacement costs for the sediment lost due to hurricane activity. In addition, the City opted to place additional sand volume on the beach to address background erosion (non-hurricane-related erosion) to restore the beach to its original 2003 beach width, which is based on the 2001 design,

The applicant funds and maintains the beach. The publication "The Corps of Engineers and Shore Protection", published in 2003, shows on page 13 that the Public Law 106-53, 1999, authorized construction on Lido Key under the USACE Shoreline Protection program, but goes on to say that the project was never funded. The publication also shows that the Lido project was at the "Feasibility" level as of 2002. No other USACE consideration was discovered.

The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.*****

10/7/2012 - As described in 44 CFR 13.43, applicant must maintain all work-related records for a period of three (3) years from applicant closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs USFWS Letter and documentation have been added to the attachments.

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Capture Date: 03/03/2014 15:38

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4068-DR-FL

Number of Records: 1

Applicant ID: 115-64175-00
 Bundle #: PA-04-FL-4068-State-0051
 (50)

Applicant: SARASOTA

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-FL-4068-PW-00667(0)	G	N	01-03-2014	2,629,082.22

Facility Number: 1

Facility Name: LidoKey Beach

Location: Sarasota, FL

Scope of Work:

*****SCOPE OF WORK*****
 WORK TO BE DONE*****

As an engineered, nourished, and regularly-maintained beach, Lido Key Beach is eligible under Category G for PA funding to restore it to its pre-disaster condition. The Applicant will restore the beach to the pre-storm condition (defined by June 2011 annual survey) by replacing 143,703 CY of eroded sand, 120,953 of which is attributable to TS Debby. Repair of storm-related losses will require an average of 16.3 CY of sand per linear foot of beach along 7,441 LF of shoreline R Monuments T36 and R43. Sand will be placed to design specifications of the consulting engineer. The applicant has not provided design drawings and necessary environmental permits for the proposed sand placement at this time. Sand delivery and placement will be completed under contract. Applicant anticipates that sand will be dredged from one or both of the channels north and south of the island and pumped directly on to the beach.*****

The Applicant has provided historical costs from the 2009 renourishment project. The low-bid unit cost for sand placement on the project was \$6.05/CY; the other bid was \$9.99/CY. The bids received also included Mobilization/Demobilization prices of \$2,050,000 (low-bidder) and \$1,273,201.14. Considering those bids, two years' inflation, and the planned larger project, the Project Specialist based the estimate for this PW on a unit price of \$9/CY for sand and a mob/demob cost of \$1.8M. The Applicant may elect to place additional sand beyond the damages incurred by TS Debby. The Applicant will only be reimbursed for a percentage the mob/demob fee as determined by the sand volume loss from TS Debby compared to the total volume of the renourishment project. Should the applicant choose to incorporate the repairs described in this PW with a larger project, the PW may be considered an improved project and be capped in accordance with FEMA regulations. Prior to capping costs may be recalculated based upon the ratio of actual sand loss verses the anticipated loss that was used to calculate costs in this worksheet. Anticipating that the applicant chooses to build the beach back up to its post-2009 construction level, and using CPE's background erosion rate of 21,000 CY/year, then a 2013 project will require $4 \times 21,000 = 84,000$ CY of sand in addition to TS Debby loss of 120,953 CY. The FEMA reimbursable mobilization would be $(120,953 \text{ CY}) / (84,000 + 120,953 \text{ CY}) = 59\%$ of the total estimated mob/demob or \$1,062,000. The unit costs for other items of construction are based on Bid 10-005 average prices: (1) Environmental Monitoring = \$12,420/30 days = \$414/day; (2) Beach Tilling: \$34,600/8,131 LF = \$4.25/LF of beach; (c) Turtle Trawling/Relocation: from 2011 contract, daily charge is \$40, 107/30 days = 1,337 per day. The number of days for placing 400,000 CY in 2009 was estimated to be 30 by the low bidder and 79 by the other; based on the average of those estimates, a contractor should place one third of that quantity in about 20 days. The cost estimating format was used to estimate basic project management costs, engineering design services, change orders, and escalation factors. *****

Environmental monitoring is required during the construction phase of beach nourishment projects in accordance with FDEP permitting. Beach nourishment permits typically require onshore monitoring of wading birds and sea turtles and turtle trawling in the vicinity of the dredge operations. The construction phase is limited (with exceptions) to the period of November to March to avoid sea turtle nesting season. 270 days is the estimated time needed to dredge and place the sand for the overall beach renourishment. The number of days allocated to this project is prorated on a percentage of sand quantity. Permitting issues may result in the work being delayed beyond 5 years. Shrimp trawlers are used to capture turtles within the dredge area and relocate them, reducing the incidence of sea turtle mortality. Onshore sea turtle surveying is performed every morning from sunrise to 9am (approx. 3 hours) in the vicinity of the project location. Hatching success is recorded and nests within the project area are relocated prior to commencement of sand placement. Daily monitoring reports are required. Shorebird surveys are required daily during construction and beginning February 1st or 45 days

**Interoffice Memorandum****Date:** December 2, 2014**To:** John Lege, Director of Finance**Thru:** Doug Jeffcoat, Director of Public Works**From:** Karen Lusk, Accountant II

Subject: 10th Street Boat Ramp and Basin
CIP Project No. CI-2C
WCIND Project No. S-241

Please accept this memorandum as a request to establish an expense and revenue budget for the West Coast Inland Navigation District (WCIND Project No. S-241) authorizing reimbursement funding in an amount not to exceed \$200,000.00.

This project is categorized as "Navigation Improvement" therefore, no matching funds are required.

The WCIND Board of Commissioners approved an amendment to extend the project date to September 30, 2015. This extension has been attached to the back up documentation.

Thank you and if you require any additional information, please let me know.

Grant Award	<u>Expense</u>	<u>Revenue</u>
158-090-000-000679-003055	\$200,000.00	
158-090-000-337210-003055		\$200,000.00

xc: Kelly Strickland, Deputy Finance Director
Michelle Valentich, Budget Manager

Attachment

CONTRACT NO. 2014-180

BCC APPROVED 7/10/2013

NOTED/FFR 1/28/14

AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of JANUARY, 2014 by and between Sarasota County, a political subdivision of the State of Florida, hereinafter called "COUNTY" and the City of Sarasota (including any subsidiaries or affiliated, officers, employees, volunteers, representatives and agents), hereinafter called "GRANTEE".

WITNESSETH:

Whereas, the COUNTY has received a grant from the West Coast Inland Navigation District (WCIND) for the GRANTEE to provide the project elements, as described in **Exhibit 1**, "WCIND Waterway Development Program Project Agreement" (Project No. S-241) attached hereto and made a part hereof by reference.

Whereas, the GRANTEE has provided the COUNTY with an itemized list of the funding sources and of the goods and services to be rendered, as described in **Exhibit 2**, attached hereto and made a part hereof by reference.

Now, therefore, the COUNTY and the GRANTEE, in consideration of the mutual covenants herein, do agree as follows:

- I. The GRANTEE agrees to furnish all project elements as described in Exhibit 1.
- II. The COUNTY shall reimburse GRANTEE a sum not to exceed \$200,000. The sum is equal to the amount of grant funding that WCIND has obligated to the COUNTY for the GRANTEE's project.
- III. The GRANTEE shall receive funds from the COUNTY only as reimbursement of funds previously expended by the GRANTEE. (The COUNTY, in turn, shall submit to WCIND for reimbursement by WCIND of the funds paid out by the COUNTY to the GRANTEE for the GRANTEE's expenditures.) No funds shall be advanced by the COUNTY to or on behalf of the GRANTEE. The funds paid by COUNTY to GRANTEE shall under no circumstances exceed the funds paid by WCIND to COUNTY.
 - a. The GRANTEE shall submit to the COUNTY payment reimbursements for the work completed on the Project. The GRANTEE shall pay for the expenditures directly, and shall submit proof of said payment along with an invoice.
 - b. The GRANTEE shall be reimbursed by the COUNTY through payment issued by the Clerk of Circuit Court after receipt and written approval by the COUNTY's Administrative Agent of the GRANTEE's invoice.

BOARD RECORDS
 FILED FOR THE RECORDS
 2014 JAN 31 AM 11:30
 CLERK OF CIRCUIT COURT
 SARASOTA COUNTY, FLORIDA

- IV. The GRANTEE agrees to accomplish the work on this project between September 20, 2013 and September 20, 2014.

The GRANTEE agrees to provide to the COUNTY's Administrative Agent written progress reports quarterly concerning the status of the Project. The COUNTY's Administrative Agent shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the GRANTEE. The GRANTEE may request an extension beyond September 20, 2014 by submitting the request, in writing, to the COUNTY's administrative agent, indicating the reason(s) for the extension. The COUNTY will then request, on behalf of the GRANTEE, permission for the extension from WCIND. It is understood that no payments will be made to the GRANTEE subsequent to September 20, 2014 until the Project is satisfactorily completed.

V. INSURANCE AND INDEMNIFICATION

Each party hereto agrees that it shall be solely responsible for the wrongful acts of its officers, employees, agents and volunteers. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

- a. The GRANTEE warrants and represents that it is either self-funded or carries commercial insurance for workers compensation, employer's liability, commercial general liability, ocean marine liability, and automobile insurance in sufficient limits to comply with their obligation under this Contract.

VI. RESPONSIBILITIES OF THE GRANTEE

- a. The GRANTEE shall use the grant funds for the project as outlined in Exhibit 1.
- b. The GRANTEE is responsible for the professional quality, timely completion, and the coordination of all services furnished by the GRANTEE under this Agreement.
- c. Neither the COUNTY's review, approval or acceptance of, nor payment for the goods and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement.
- d. The rights and remedies of the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- e. The GRANTEE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by GRANTEE for the purpose of securing business which have been disclosed to the

COUNTY in writing. For breach or violation of this warrant, the COUNTY shall have the right to annul this Agreement without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- f. The GRANTEE shall comply with all Federal, State, and local laws, regulations and ordinances applicable to the work or payment for work thereof and hereby certifies that it is an equal opportunity employer and will not discriminate directly or indirectly against existing employees or applicants in employment practices on the basis of race, color, sex, age, religion, or national origin.
 - g. The GRANTEE shall maintain books, records, documents, and other evidence directly pertaining to or connected with the goods and services under this Agreement which shall be available and accessible at the GRANTEE's offices for the purpose of inspection, audit, and copying during the normal business hours by WCIND and/or the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after the fiscal year in which this Agreement has been completed. The GRANTEE shall also allow inspection of the Project by WCIND and the COUNTY at any time during normal business hours within **24 hours**. Any refusal of the GRANTEE of this right of access for inspection and/or audit by WCIND and/or COUNTY can cause unilateral cancellation of this Agreement.
 - h. If it becomes necessary for WCIND and/or COUNTY to demand a refund of any of the grant funds tendered pursuant to this Agreement, the GRANTEE agrees to return said funds within sixty (60) days from the date of receipt of the Notice to Return Funds. This return of funds shall also include interest based on a rate from the State of Florida Administration Pool for the period from the date of receipt through date of return.
- VII. In the event of any material breach of the Agreement or default on the part of the GRANTEE, if not promptly and fully cured within thirty (30) calendar days after notice from the COUNTY, the COUNTY at its option, shall receive a refund from the GRANTEE of all grant funds advanced prior to such material breach or default.

VIII. OBLIGATIONS OF COUNTY

- a. The COUNTY's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the COUNTY's Administrative Agent shall include:

- (1) Examination of all goods and services provided by the GRANTEE, and render in writing decisions pertaining thereto so as not to delay the work of the GRANTEE.
 - (2) Transmission of instructions, receipt of information, interpretation and definition of WCIND and COUNTY policies and decisions with respect to other matters pertinent to the work covered by this Agreement.
 - (3) Review all of the GRANTEE's documents and payment requests.
- b. The COUNTY's Administrative Agent shall provide periodic review for the duration of this Agreement and make other COUNTY personnel available where required and necessary to assist the GRANTEE. The availability and necessity of said personnel to assist the GRANTEE shall be determined solely within the discretion of the COUNTY.

IX. MISCELLANEOUS

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written. No amendment, changes, or addendum to this Agreement is enforceable into this Agreement.
- b. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- c. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida, and the sole jurisdiction for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.
- d. If any term, condition, or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable; the remaining provision of this Agreement shall be valid and binding on each party.
- e. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement, and those executing this Agreement have all the requisite power and authority to bind the parties.
- f. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses listed below:

GRANTEE's Representative:
NAME: Anthony D. Russo
TITLE: Engineer
ADDRESS: City of Sarasota Public Works
1761 12th Street
Sarasota, FL 34236

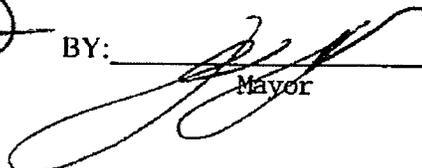
COUNTY's Administrative Agent:
NAME: Laird S. Wreford
TITLE: Coastal Resource Manager
ADDRESS: Natural Resources
1001 Sarasota Center Blvd.
Sarasota, FL 34240

IN WITNESS WHEREOF, the COUNTY and GRANTEE have executed the Agreement as of the date first above written.

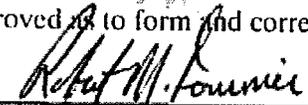
ATTEST:

GRANTEE:

BY: 
City Auditor and Clerk

CITY OF SARASOTA
BY: 
Mayor

Approved as to form and correctness:

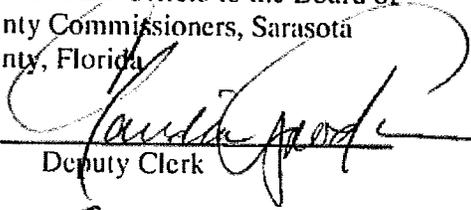
BY: 
City Attorney

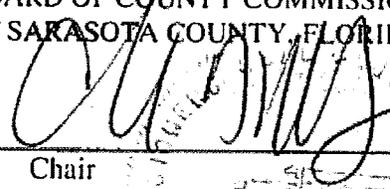
ATTEST:

COUNTY:

Karen E. Rushing, Clerk of the Circuit Court and Ex-Officio to the Board of County Commissioners, Sarasota County, Florida

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

BY: 
Deputy Clerk

BY: 
Chair

Approved as to form and correctness:

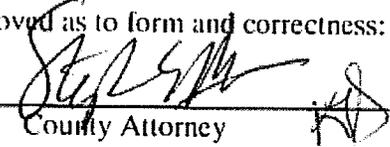
BY: 
County Attorney

Exhibit 1

CONTRACT NO. 2014-060BCC APPROVED 7/10/13FFR 11/5/13WEST COAST INLAND NAVIGATION DISTRICTWCIND WATERWAY DEVELOPMENT PROGRAMPROJECT AGREEMENT

Project No. S-241 (City of Sarasota – 10th Street Boat Ramp & Basin Dredging) (FY13/14)
Approval Date September 20, 2013 (WCIND Board)

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as "WCIND," and Sarasota County, hereinafter referred to as the COUNTY, in pursuance of a waterway development project approved under the WCIND Waterway Development Program, hereby agree to the following terms and conditions:

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, Florida Administrative Code, WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as (City of Sarasota – 10th Street Boat Ramp & Basin Dredging) (FY13/14), WCIND Project No. S-241, in accordance with the following project elements:

The 10th Street Boat Ramp and Basin is one of the most used boat ramps in all of Sarasota County. The siltation in the basin has made much of the basin unusable except for during high tide and creates safety conflicts for boats using the ramp. The dredge material exceeds safe offsite disposal thresholds. It is acceptable to FDEP to blend the material and reuse it as fill on municipal property such as the adjacent parking lots. Dredging of the basin is necessary for continued public use of this facility and for improved navigation.

3. The COUNTY agrees to begin the project within six (6) months after the approval date of this Agreement and shall complete the project on or before 365 days after the approval

date. If the project is not completed within this time, WCIND shall withhold further payment and deny any further request for project approvals until the project has been completed.

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$200,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

6. The COUNTY shall retain all records supporting project costs for three (3) years after the end of the fiscal year in which the final program payment was released by WCIND, or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.

7. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

8. If it becomes necessary for WCIND to demand a refund of any or all funds tendered pursuant to this Agreement, the COUNTY agrees to return said funds to WCIND within sixty (60) days, with interest from date of receipt through date of return of the funds at the same rate which would have been paid during said period for the funds if they have been invested in the State of Florida Administration Pool. If not returned within sixty days, the COUNTY

understands and agrees that any further COUNTY requests for funding as to this or any other project under WCIND administration shall be denied until the funds have been returned.

9. Following receipt of an audit report identifying any reimbursement due WCIND, the COUNTY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified, or to return the amount due.

10. In the event the COUNTY elects to implement a user fee system for any public facilities funded in whole or in part by WCIND funds under the WCIND Waterway Development program, the COUNTY agrees to impose such fees uniformly among the users regardless of race, sex, age, religion or the political jurisdiction in which the user may reside.

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Charles W. Listowski, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

13. It shall be the responsibility of the COUNTY to secure all required permits.

14. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287 of the Florida Statutes, or the COUNTY Procurement Code, as applicable.

15. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement: See Exhibit "A", Exhibit "B", and Exhibit "C".

16. This Agreement shall become effective on the date of the signature of the Chairman or Vice-chairman of the Board of Commissioners of the West Coast Inland Navigation District.

IN WITNESS WHEREOF, this Project Agreement has been dated for convenience as the date hereinabove first written, but in fact executed by the respective parties on the dates shown below.

ATTEST:

Van Vliet
Deputy Clerk

WEST COAST INLAND NAVIGATION DISTRICT

BY:

John R. Chappie
John R. Chappie, Chair
Title

Date: 11-1-13

ATTEST:

Karen E. Rushing, Clerk of the Circuit Court and Ex-Officio to the Board of County Commissioners, Sarasota County, Florida

BY:

Karen E. Rushing
Deputy Clerk

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

BY:

Carolyn Mason
Carolyn Mason, Chair

Date: 10/29/13

Approved as to form and correctness:

BY:

Stephenson
County Attorney

EXHIBIT 'A'
DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

Disposal of assets acquired with WCIND grant funds (such as tools, equipment, boats, motors, office furniture, law enforcement and safety equipment, and other materials) shall be handled in accordance with the following provisions:

A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.

B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.

2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

EXHIBIT "B"
MATCHING FUNDS CERTIFICATION REQUIREMENT

Each county must certify that matching funds requirements were met as per the application when they request payment.

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
 NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
 AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 20% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

FORM #2, Effective Date: 11-11-90.

5-241

Exhibit 2

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: _____
 (W.C.I.N.D.)

DATE: _____
 FY14
 (FISCAL YEAR)

1. APPLICANT: City of Sarasota
2. TYPE OF PROJECT: Navigation Improvement
3. PROJECT TITLE: 10th Street Boat Ramp and Basin Dredging
4. PROJECT LOCATION: 777 North Tamiami Trail, Sarasota

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: The 10th Street Boat Ramp and Basin is one of the most used boat ramps in all of Sarasota County. The boat basin is used for staging of private and commercial vessels in addition to the Coast Guard Auxiliary Flotilla 8-4. The siltation in the basin has made much of the basin unusable except for during high tide and creates safety conflicts for boats using the ramps. The dredge material exceeds safe offsite disposal thresholds. After discussions with the FDEP, it is acceptable to blend the material and reuse it as fill on municipal property such as the adjacent parking lots. The County is currently working with SWFWMD to clean the storm water discharge into the basin thereby reducing future buildup of silts and sands. Dredging of the basin is necessary for continued public use of this facility and for improved navigation.

6. TYPE AND STATUS OF REQUIRED PERMITS, EASEMENTS OR LEASES:

TYPE: FDEP STATUS: Expected January, 2014

USACE Expected January, 2014

7. ESTIMATED COMPLETION DATE: September 30, 2014

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP
 B. SITE DEVELOPMENT PLAN
 C. PROJECTED COMPLETION DATE

FORM #1, Effective Date 11-11-90

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM- CONTINUED

9. WCIND FUNDS REQUESTED: \$200,000 DOLLARS

10. LIST AMOUNT (S) AND SOURCE (S) OF OTHER PROJECT FUNDS.

The City's matching funds consist of the upland property, park amenities and other site infrastructure with estimated total value exceeding \$10,000,000. Project design and permitting to be paid by the city are approximately \$238,000.

ATTACH SEPARATE SHEET CLEARLY IDENTIFYING AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 FS AND RULE 16S-2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXCEPTED PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$1,300,407.41 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Sarasota (IF APPLICABLE)

LIAISON AGENT: Laird S. Wreford, Coastal Resources Manager

APPOINTED REPRESENTATIVE OF: Sarasota COUNTY, BOARD OF
(NAME OF COUNTY) COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: _____ STATE OF FLORIDA
(NAME OF DEPARTMENT)

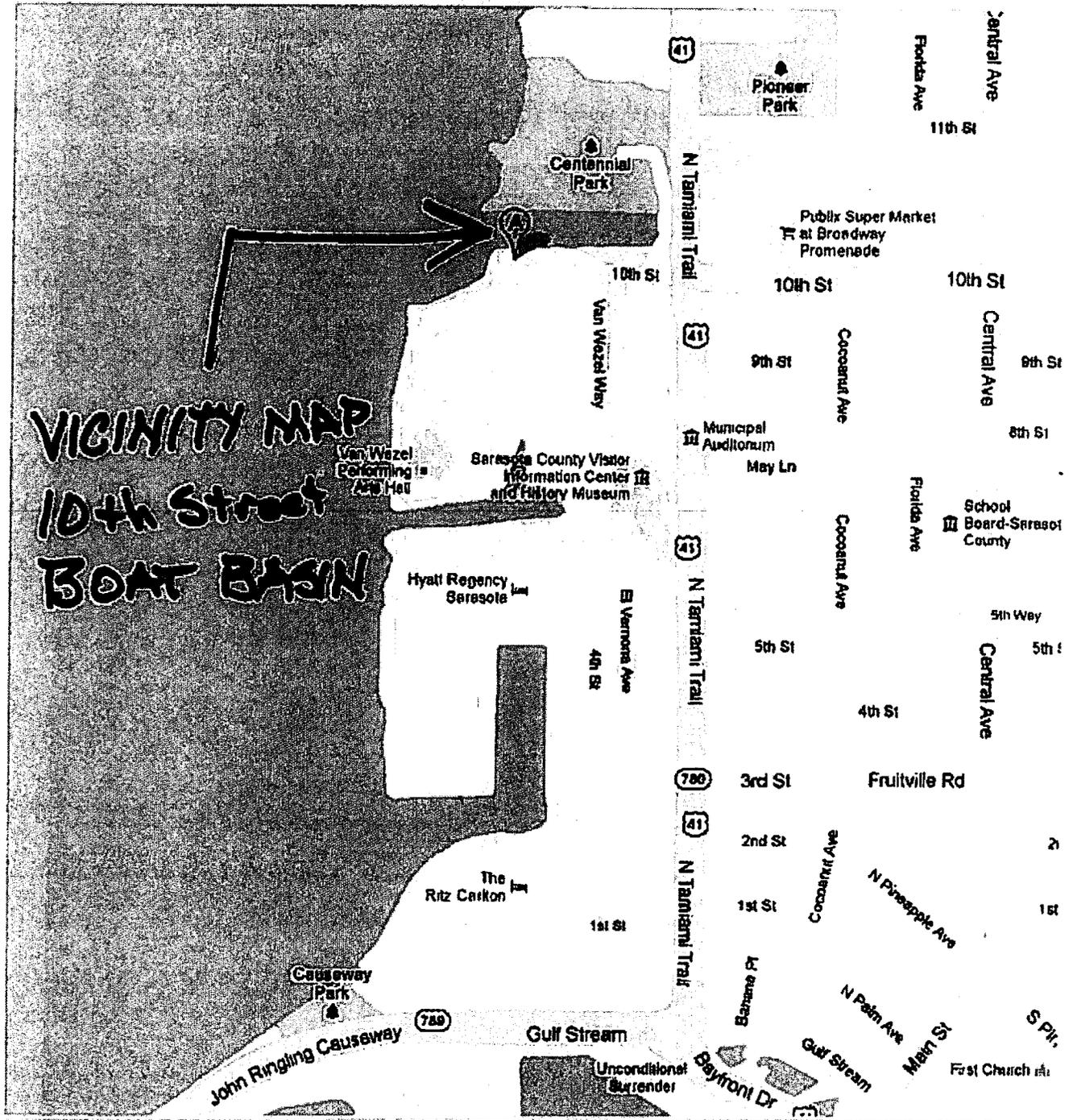
ADDRESS: 1001 Sarasota Center Blvd
Sarasota, Florida 34240

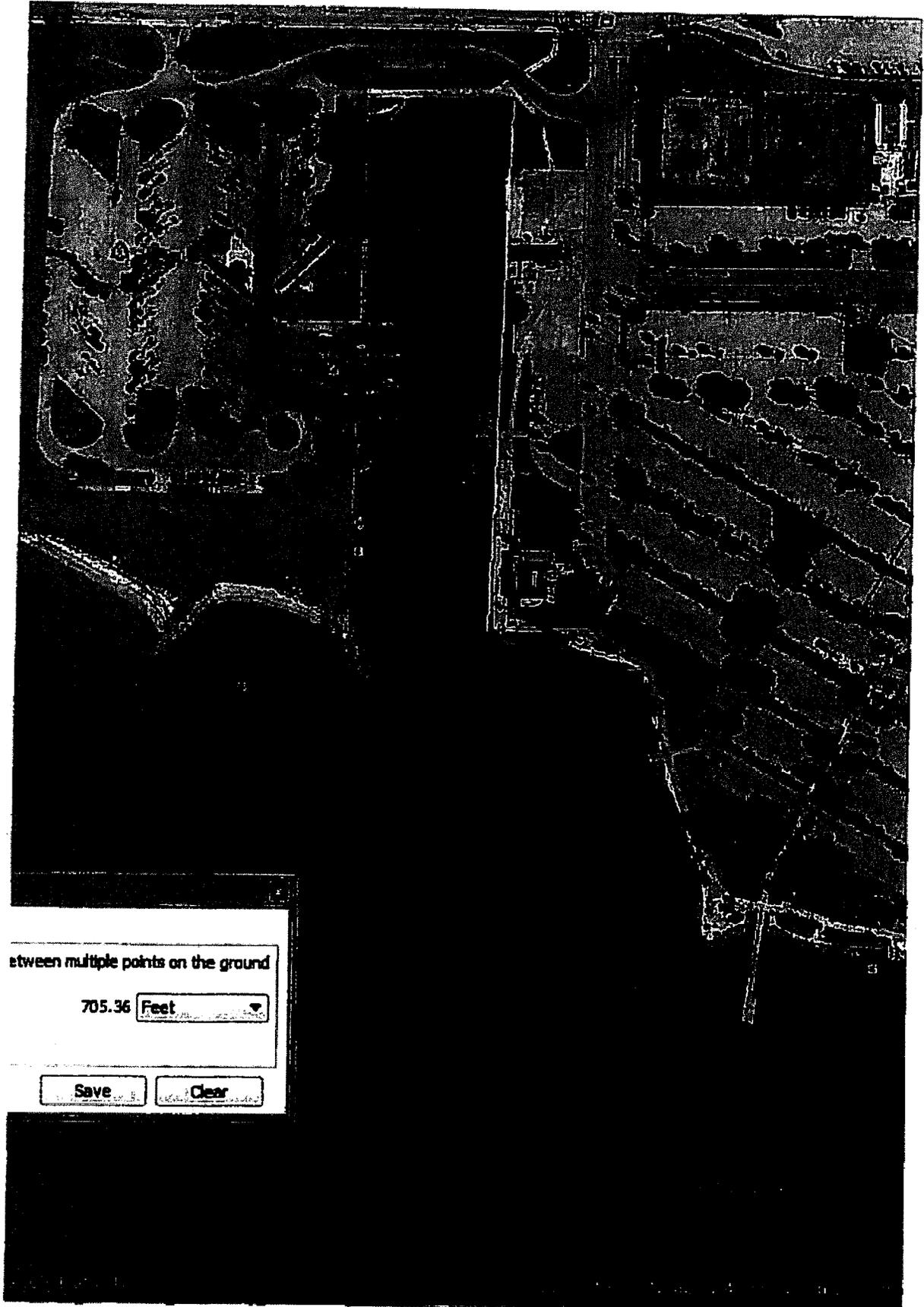
TELEPHONE NO.: 941-809-7491

13. SIGNATURE: Laird S. Wreford

DATE: 7-11-13

1101 10th Street, Sarasota, FL 34236





AUG 14 2008

**DREDGE INVESTIGATION
AND ANALYSIS
FOR 10TH STREET INLET,
SARASOTA,
SARASOTA COUNTY, FLORIDA**



Ardaman & Associates, Inc.

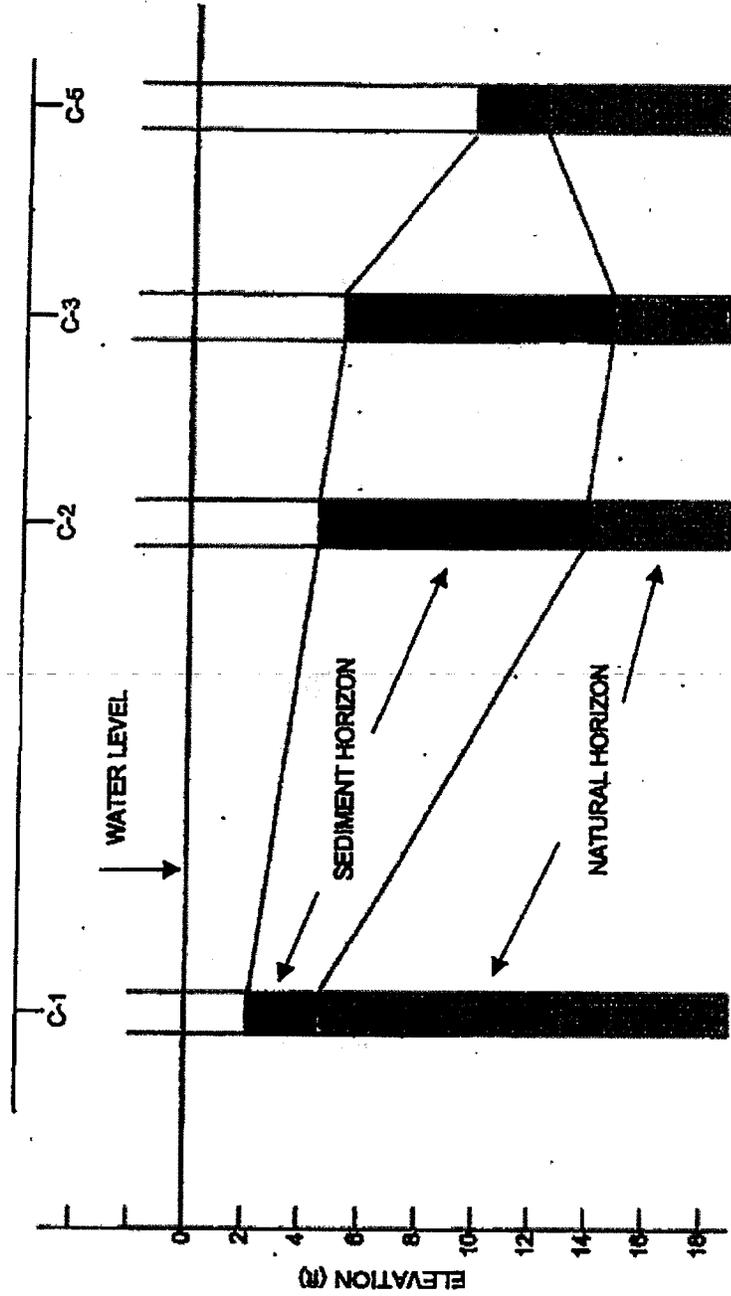
OFFICES

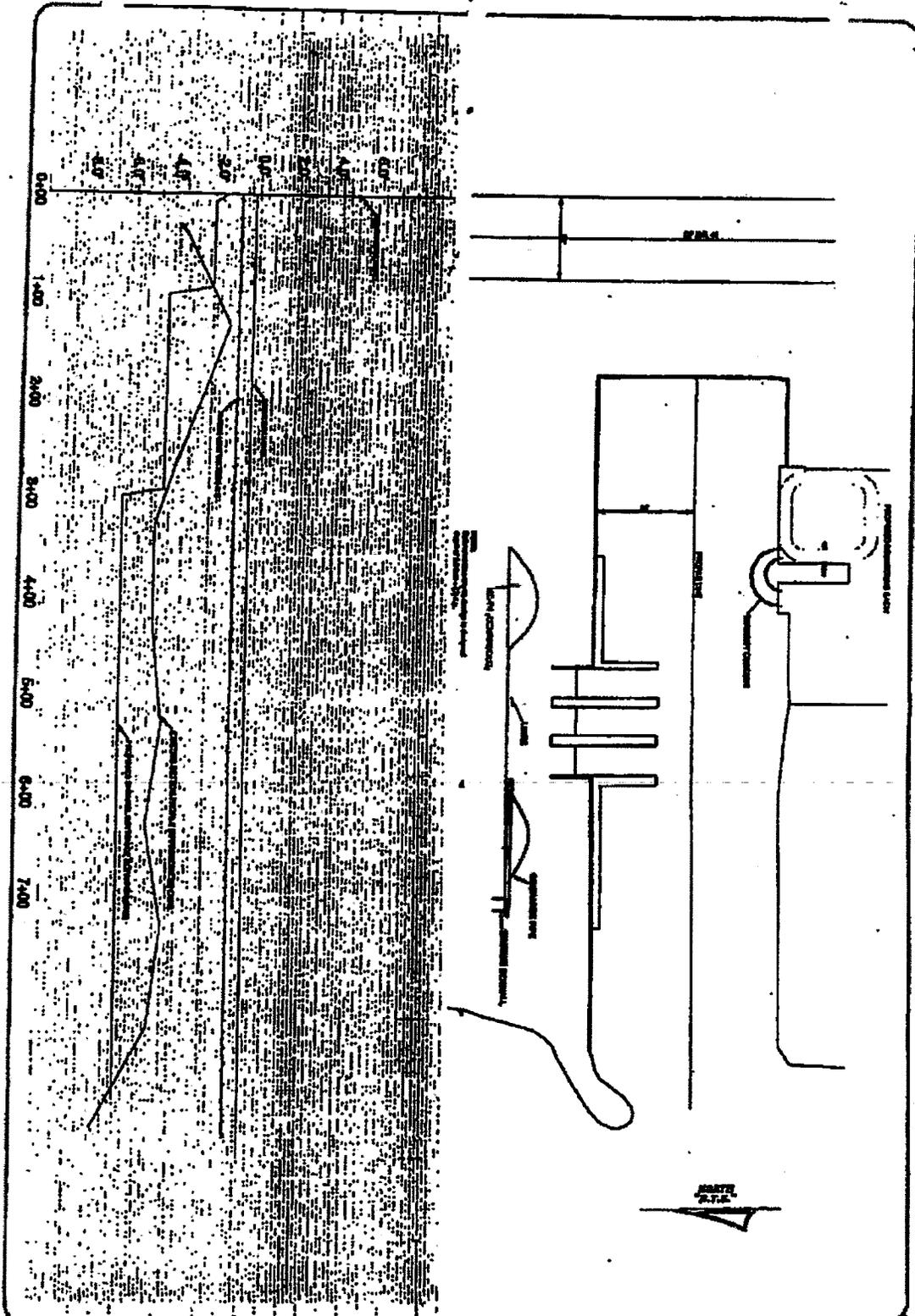
Orlando, 8008 S. Orange Avenue, Orlando, Florida 32809, Phone (407) 855-3880
 Bartow, 1525 Centennial Drive, Bartow, Florida 33830, Phone (883) 633-0858
 Cocoa, 1300 N. Cocoa Boulevard, Cocoa, Florida 32922, Phone (321) 632-2503
 Fort Lauderdale, 3665 Park Central Boulevard North, Pompano Beach, Florida 33064, Phone (954) 969-8788
 Fort Myers, 9970 Bavaria Road, Fort Myers, Florida 33913, Phone (239) 768-6600
 Miami, 2608 W. 84th Street, Hialeah, Florida 33016, Phone (305) 825-2883
 Fort Charlotte, 740 Tamiami Trail, Unit 3, Fort Charlotte, Florida 33954, Phone (941) 624-3393
 Port St. Lucie, 460 NW Concourse Place Unit #1, Port St. Lucie, Florida 34986-2248, Phone (772) 878-0072
 Sarasota, 2500 Bee Ridge Road, Sarasota, Florida 34239, Phone (941) 922-3528
 Tallahassee, 3175 West Tharpe Street, Tallahassee, Florida 32303, Phone (850) 576-6131
 Tampa, 3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619, Phone (813) 820-3389
 West Palm Beach, 2511 Westgate Avenue, Suite 10, West Palm Beach, Florida 33409, Phone (561) 887-8200

MEMBERS:
A.S.F.E.

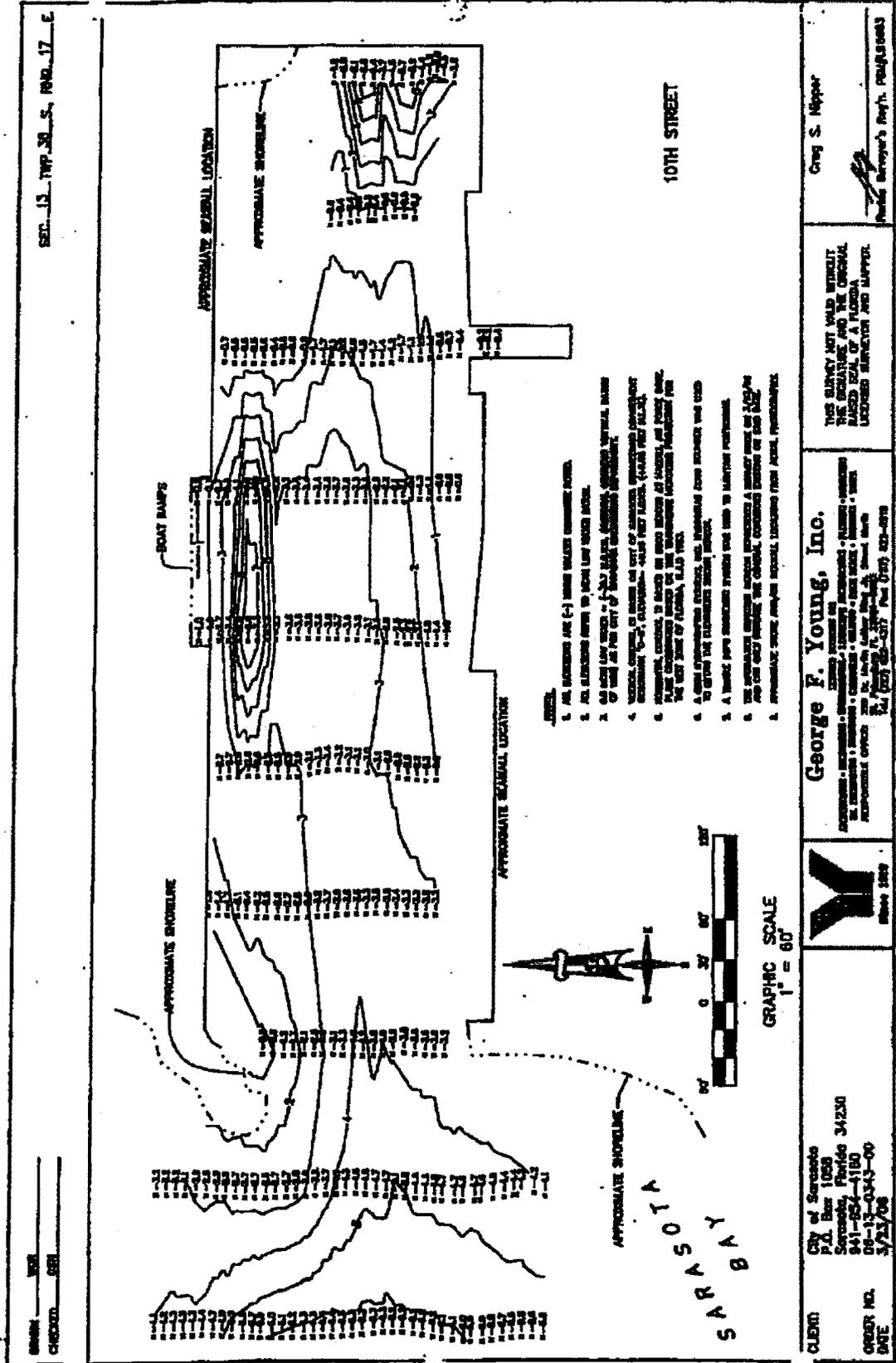
American Concrete Institute
 American Society for Testing and Materials
 Florida Institute of Consulting Engineers

FIGURE 1
CORE PROFILES
DREDGE INVESTIGATION AT
10TH STREET INLET
SARASOTA COUNTY, FLORIDA
FILE NO. 06-7764





CITY OF SARASOTA ENGINEERING DEPARTMENT SARASOTA, FLORIDA		10TH STREET INLET DREDGING PROJECT		PLAN AND PROFILE	DRAWING NO.	DATE
SHEET NO.	TOTAL SHEETS	REVISIONS	APPROVED	CHECKED	DRAWN	DATE

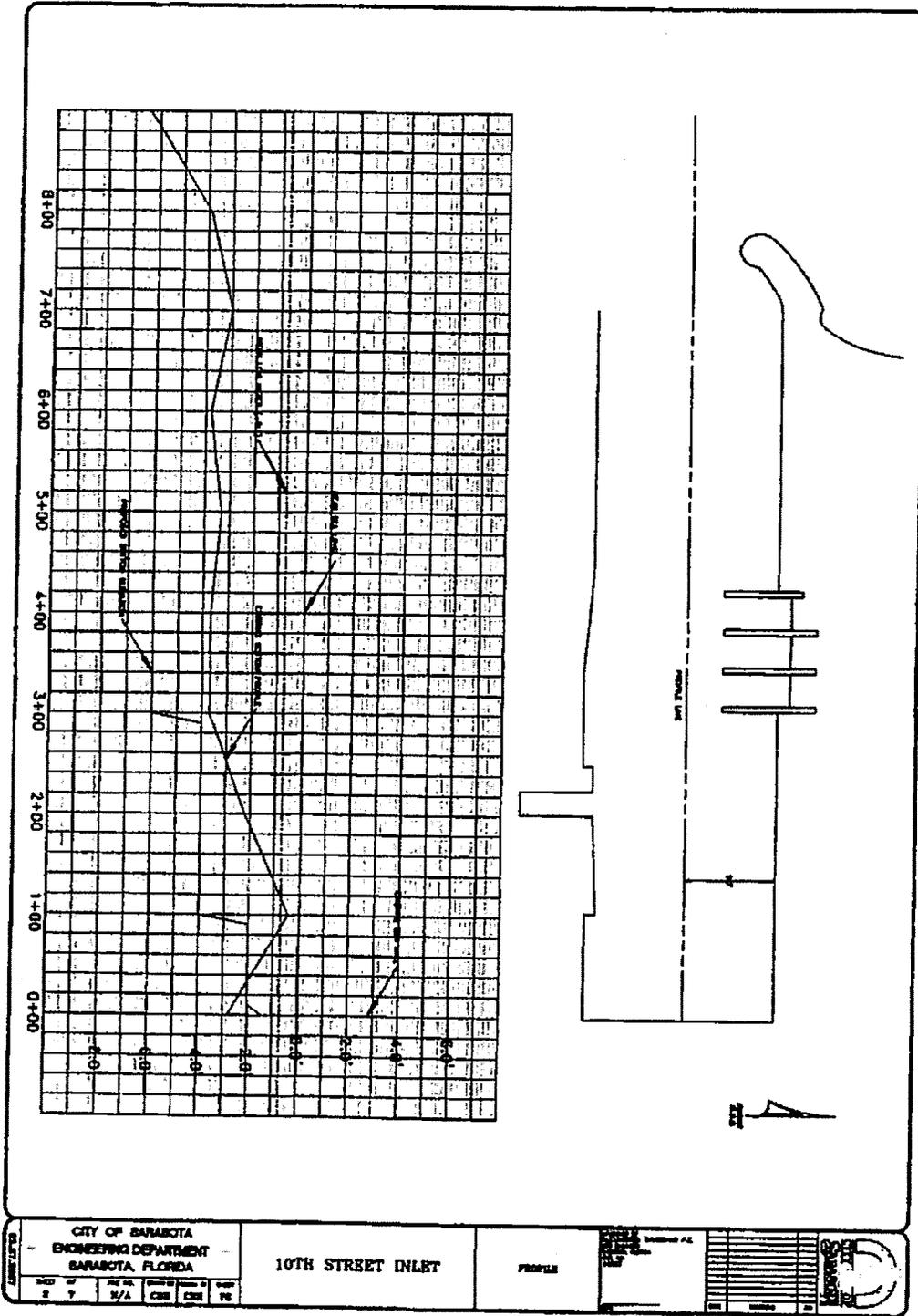


SEC. 13 TWP. 30 S. RANG. 17 E

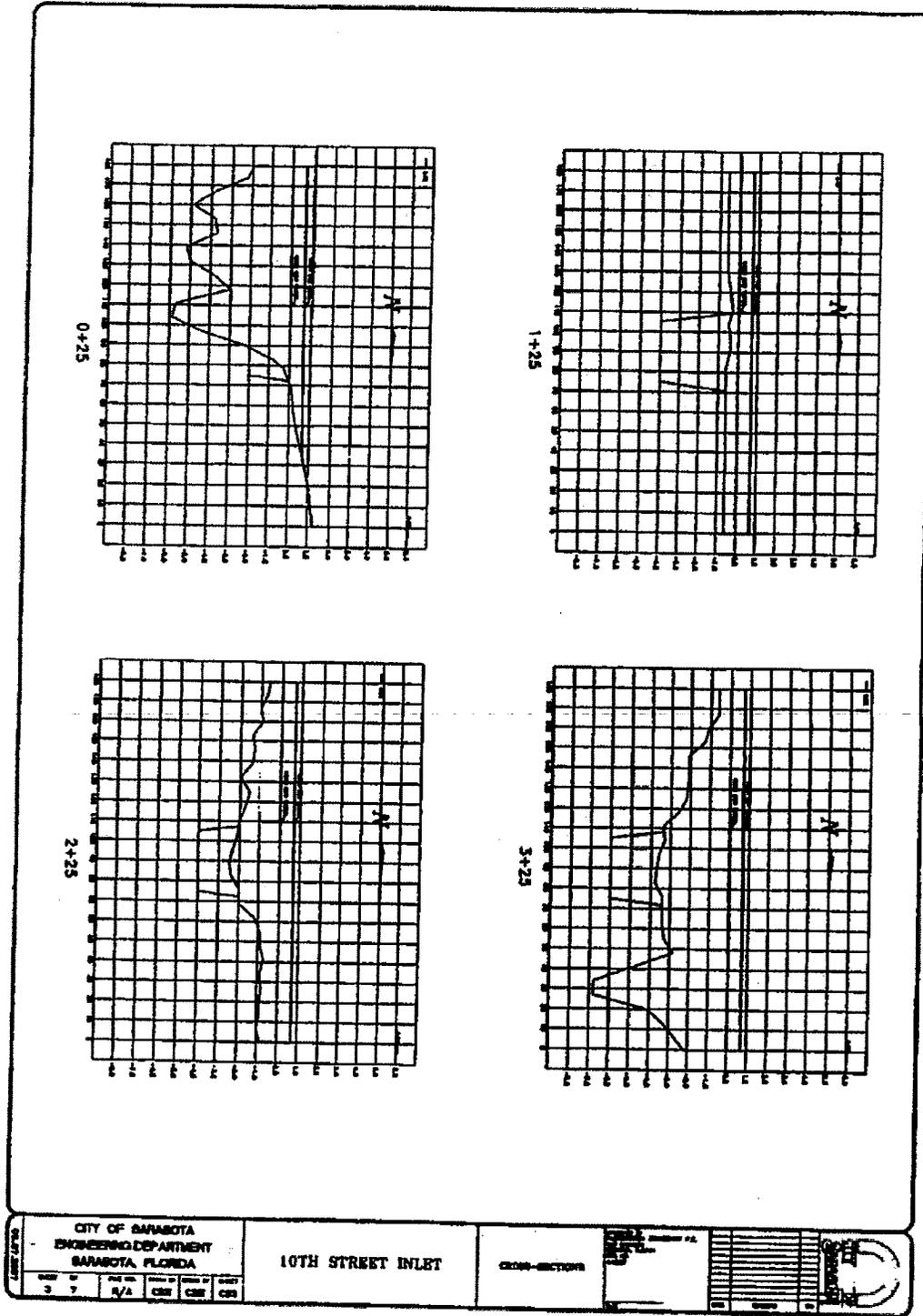
DATE: 10/1/03
CHECKED: [Signature]

- NOTES:**
1. ALL DIMENSIONS ARE (+) UNLESS INDICATED OTHERWISE.
 2. ALL DIMENSIONS ARE TO LOCAL LOW WATER MARK.
 3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CHANNEL UNLESS OTHERWISE INDICATED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CHANNEL UNLESS OTHERWISE INDICATED.
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CHANNEL UNLESS OTHERWISE INDICATED.
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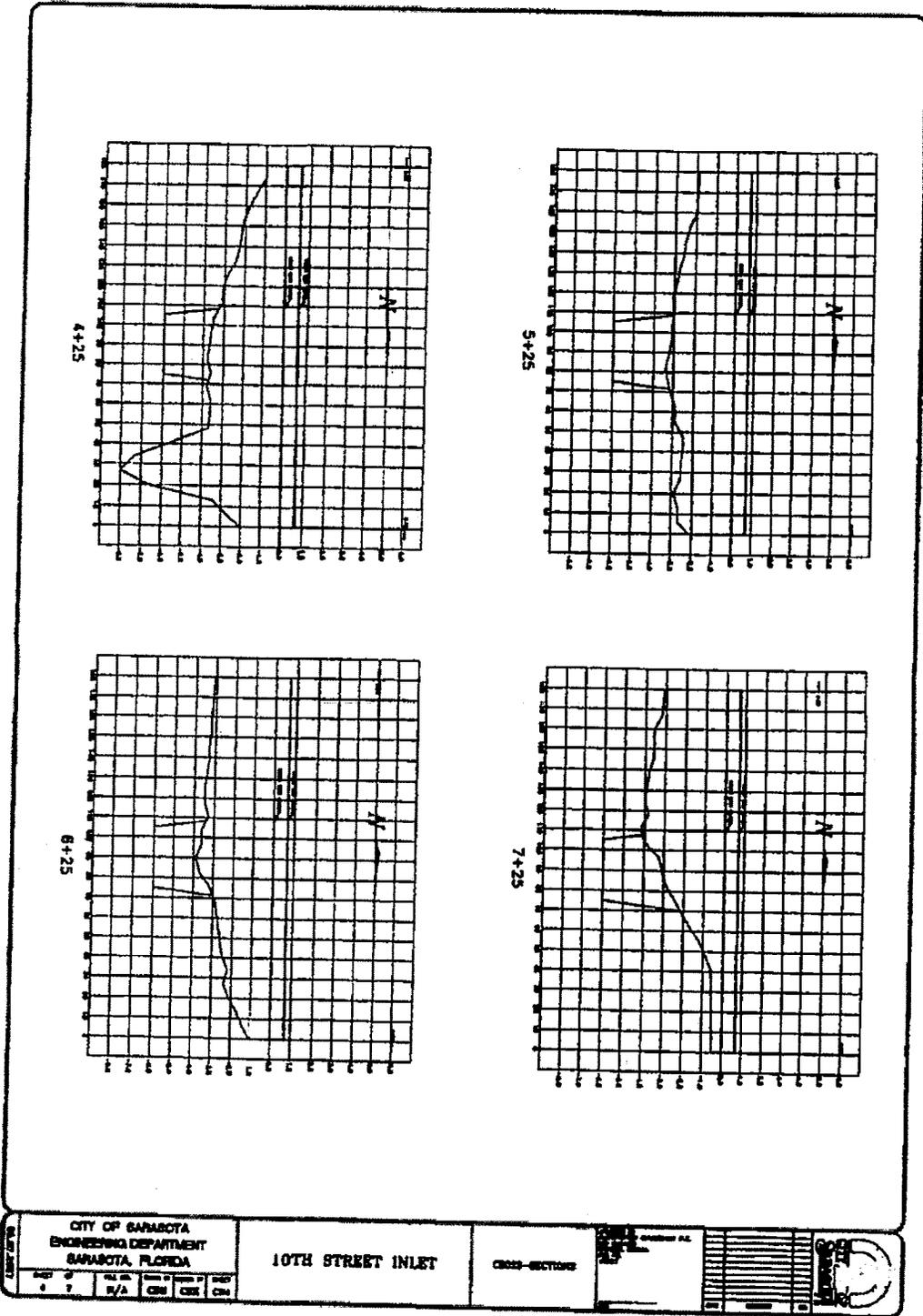
<p>CLIENT: City of Sarasota P.O. Box 1028 Sarasota, Florida 34230 813-954-1100 88-13-0043-00 3/23/08</p>	<p>George F. Young, Inc. Engineering, Surveying, Mapping, Planning, Construction Management, Environmental, and Geotechnical Services 200 N. Ninth Street, Suite 200 Sarasota, FL 34230 Tel: (941) 552-4377 Fax: (941) 552-4378</p>	<p>THIS SURVEY WAS MADE WITHOUT THE ASSISTANCE OF ANY FEDERAL, STATE, COUNTY, OR LOCAL AGENCIES. THE SURVEYOR'S PROFESSIONAL LIABILITY INSURANCE COVERAGE DOES NOT COVER THIS SURVEY.</p>	<p>Surveyor: Greg S. Nepper Professional Engineer's Reg'n. No. PA00000003</p>
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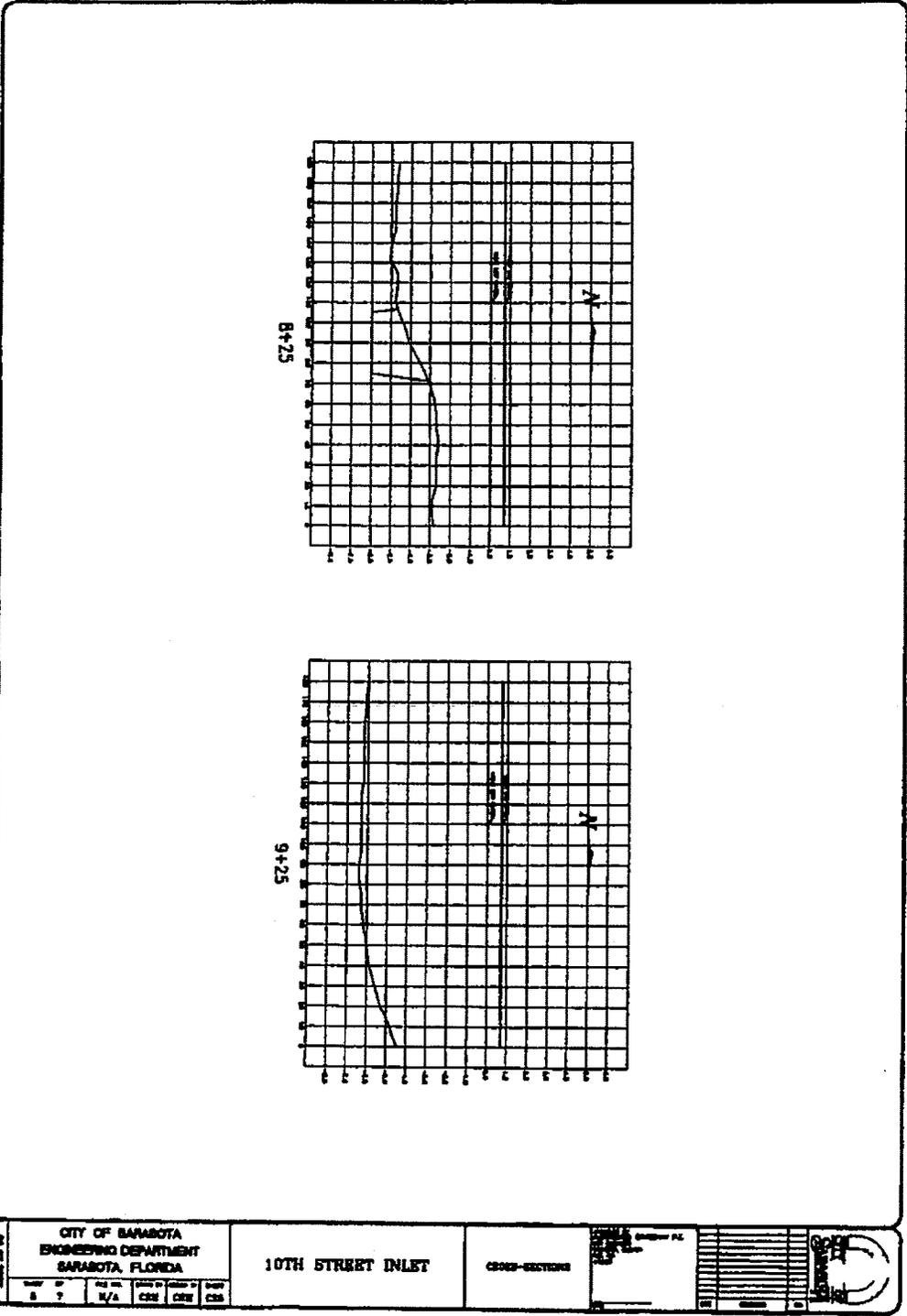


CITY OF SARASOTA ENGINEERING DEPARTMENT SARASOTA, FLORIDA		10TH STREET INLET	PROFILE	SHEET NO. 1 TOTAL SHEETS 1	
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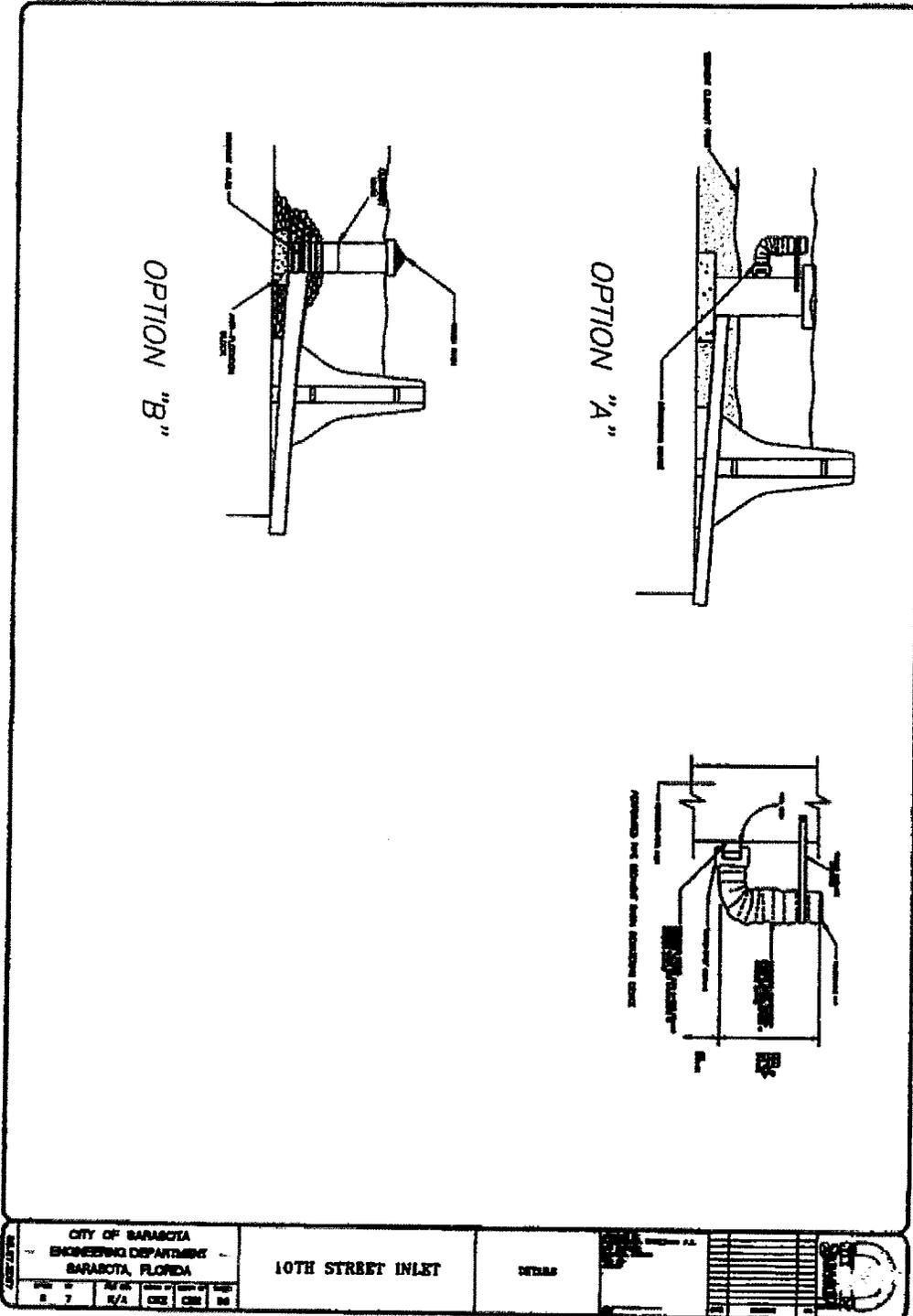


CITY OF SARASOTA ENGINEERING DEPARTMENT SARASOTA, FLORIDA	10TH STREET INLET			CROSS-SECTIONS	DRAWING NO.	SHEET NO.	TOTAL SHEETS
	DATE: 3/7	PLOT NO.: 8/4	DRAWN BY: CSE				

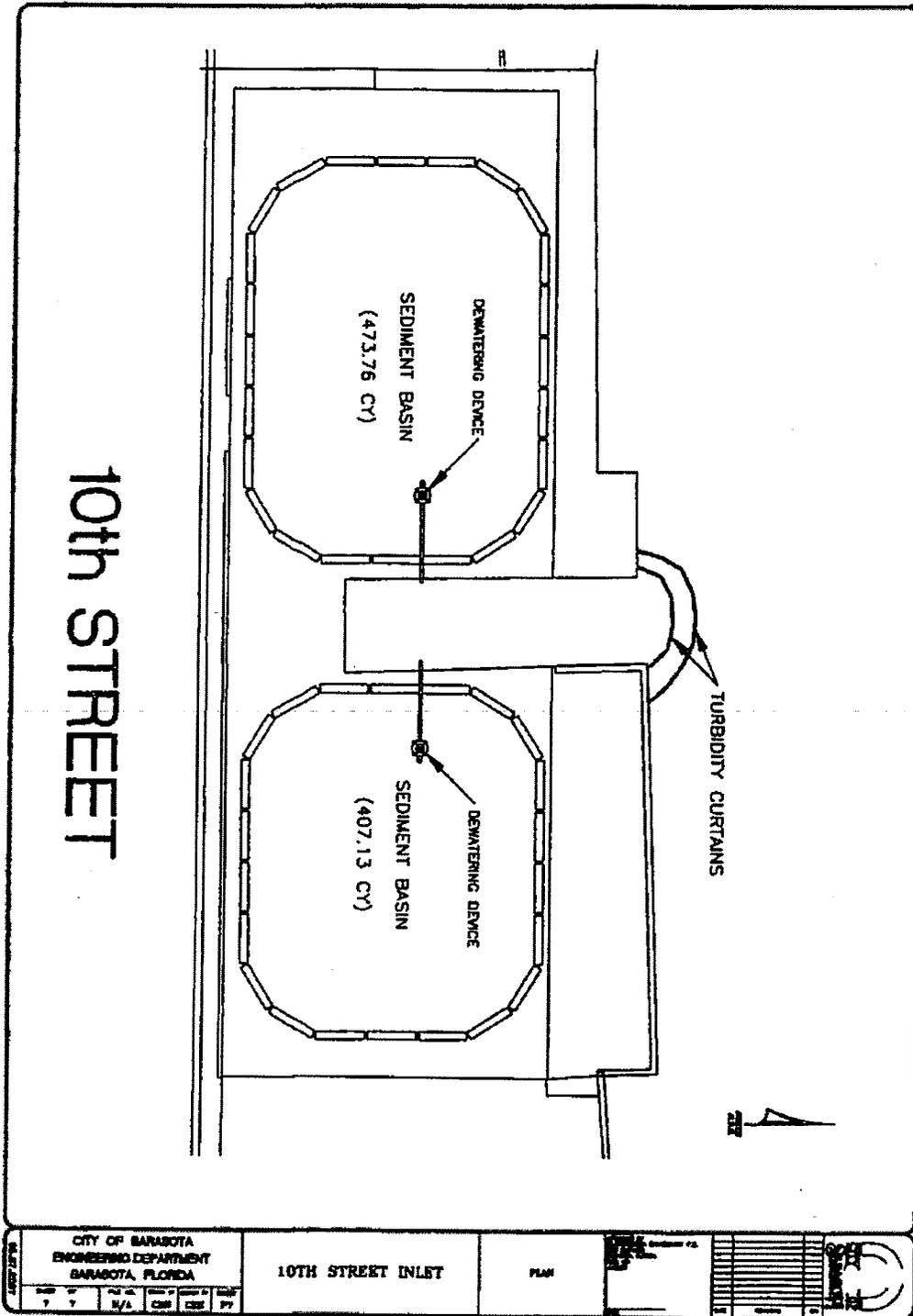




SHEET NO.	CITY OF SARASOTA ENGINEERING DEPARTMENT SARASOTA, FLORIDA			10TH STREET INLET	CROSS-SECTIONS		
	NO. OF	DATE	BY				
8	1/1/2	CSB	CSB				



CITY OF SARASOTA ENGINEERING DEPARTMENT SARASOTA, FLORIDA				10TH STREET INLET	DETAIL	
DATE	BY	CHECKED	APPROVED			
8 7	R/A	CRZ	CM	DS		



10th STREET BOAT BASIN DREDGE ESTIMATE					
Item	Description	Unit	quantity	unit cost	extended cost
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	MOT	LS	1	\$ 2,000.00	\$ 2,000.00
3	SWPPP and erosion control	LS	1	\$ 5,000.00	\$ 5,000.00
4	Remove asphalt parking lot	SY	12500	\$ 3.00	\$ 37,500.00
5	Excavate under parking lot	CY	10926	\$ 5.00	\$ 54,629.63
6	Dewatering bladders	LS	1	\$ 50,000.00	\$ 50,000.00
7	Dredge	CY	10926	\$ 50.00	\$ 546,296.30
8	Blend Dredge material under parking lot and compact	CY	10926	\$ 10.00	\$ 109,259.26
9	Base	SY	12500	\$ 10.00	\$ 125,000.00
10	Asphalt Parking	SY	12500	\$ 9.00	\$ 112,500.00
11	Striping	LS	1	\$ 4,000.00	\$ 4,000.00
12	Sidewalk 4"	SY	178	\$ 30.00	\$ 5,333.33
13	Sod	SY	444	\$ 2.00	\$ 888.89
14	Landscapte restoration	LS	1	\$ 5,000.00	\$ 5,000.00
				TOTAL	\$ 1,062,407.41

PROJECT EXTENSION REQUEST FORM

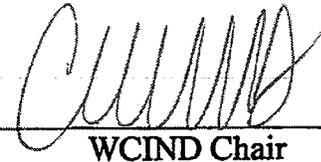
Project: City of Sarasota #2 10th Street Boat Ramp

County: Sarasota

Project No.: S-241

A request to extend the above named project to: September 30, 2015
has been approved as an amendment to the existing project agreement by the
WCIND Board of Commissioners on: September 12, 2014.

Signed: _____


WCIND Chair



Sarasota County Government
 1660 Ringling Blvd., Sarasota, FL 34236

**PURCHASE ORDER NO.
 MUST APPEAR ON ALL
 INVOICES, PACKING
 SLIPS, PACKAGES AND
 CORRESPONDENCE**

**PURCHASE
 ORDER**
 PO141604

VENDOR: CITY OF SARASOTA ATTN FINANCE DEPT 1565 1ST ST SARASOTA, FL 34236	SHIP TO: NATURAL RESOURCES 1001 SARASOTA CENTER BLVD SARASOTA, FL 34240
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DATE 01/13/14	REQUISITION NO. PR140904	BID NO. BCC	CONTRACT NO. 2014-180	PAYMENT TERMS NET 30	FRT. TERMS. F.O.B. FOB DELIVERED
PEID NO. 188760	VENDOR PHONE NUMBER	REQUESTED BY Barbara Queen	DELIVERY REQUIRED BY	APPROVED BY: Danielle L Duchene <i>DD</i>	

ITEM	QUANTITY	U/M	PRODUCT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
0001	200,000	EA	918-27	Dredging and work on the 10th Street Ramp and Boat Basin as described under WCIND Contract S-241 and BCC Contract #2014-180. Contact: Laird Wreford 809-7491	1.00	200,000.00
			54625102 500340		200,000.00	
TOTAL						200,000.00

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are located at <http://www.scgov.net/CFPO> and are incorporated and made a part of this purchase order. Do not accept this order without carefully reading all terms and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of the order. Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5.

MAIL INVOICES TO: FINANCE DEPARTMENT
 CLERK OF CIRCUIT COURT
 P.O. BOX 8
 SARASOTA, FLORIDA 34230
 941-861-5867

By: *Danielle L. Duchene* 1/05/2014 (6 of 31)
 Authorized Signature



Interoffice Memorandum

Date: December 16, 2014

To: John Lege, Director of Finance

From: Alexandria DavisShaw, P.E, PTOE, City Engineer 

Subject: US 41 10th & 14th Roundabout project

Please accept this memorandum as a request to amend the expense and revenue budget for the US 41 and 10th Street Roundabout (CI-17B) and the US 41 and 14th St Roundabout (CI – 17C) projects. The County has provided funding for the project(s) from the Roadway Impact Fee Account in the amount of \$2,700,000 for US 41 and 10th St and \$842,500 for US 41 and 14th Street. Therefore we are requesting accounts be budgeted to accept these funds, and later disburse to the Florida Department of Transportation.

\$2,700,000 190-138-000-324310-001938 Impact Fees – US41 and 10th Street Roundabout
 (\$2,700,000) 190-138-000-000675-001938 Streets & Hwys – US41 and 10th Street Roundabout

\$842,500 190-138-000-324310-001939 Impact Fees – US41 and 14th Street Roundabout
 (\$842,500) 190-138-000-000675-001939 Streets & Hwys – US41 and 14th Street Roundabout

Thank you and if you have any questions, please feel free to contact me.

xc: Kelly Strickland, Deputy Finance Director
 Michelle Valentich, Budget Manager

Attachments