United States Environmental Protection Agency
Region 4
National Pollutant Discharge Elimination System Permit
Municipal Separate Storm Sewer System Permit
Permit # FLS000004
First Annual Report
REPORT CERTIFICATION

I certify under penalty of law that this documentation and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

David R. Sollenberger, City Manager

City of Sarasota

Sarasota, Florida

6-25-98

Dated
Executive Summary

The City of Sarasota as a co-permittee with Sarasota County for National Pollutant Discharge Elimination System (NPDES), Municipal Storm Sewer (MS-4) Permit number FL000004, has prepared, and is submitting our first annual report.

Each co-permittee is individually responsible for submission of an annual report prepared pursuant to the guidelines of the permit for each year of the life of the permit. Each co-permittee is also individually responsible for accomplishing each element reported. Due to the relationship between the City and County via the Consolidation of Stormwater Management Interlocal Agreement with the County being responsible for performing all storm drainage maintenance and improvements in the City, some of the information that the City is responsible to account for, is within the County annual report.

As indicated by this document, the Stormwater Management Plan (SWMP) elements (see Section 3, Summary Table) required to be accomplished within twelve months of the effective date of the permit or by the first annual report have been attained. Therefore, the City is in compliance with the requirements of the permit.
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CONTACTS LIST

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Plan Evaluation
Program Objective
The overall purpose and goals of the program is to find and eliminate contributions of pollutants to stormwater discharges. These goals will be attained through progressive implementation of inspection and maintenance capabilities, and provision of an on-going education and monitoring program.

Major Findings
Being the initial year of the program, major findings are still forthcoming. The subsequent annual reports will be more reflective of the effectiveness of the program.

Major Accomplishments
The initial impact of the first year of the program has been the further inclusion of various entities of the City organizations toward their responsibilities for pollution prevention, and the aspects of their particular work efforts that have an effect on the City storm sewer systems.

Overall Strengths and Weaknesses
The main strength of the program is the fundamental approach of identification, investigation and elimination of non-point sources of pollutants. At this point the main identifiable weakness is difficulty projecting costs of the program due to areas of the permit (therefore the program) that are seemingly being opened to change.
Future Direction

Provided the City and co-applicants can proceed with the program as permitted, subsequent reports should provide verifiable results of the efforts within the program guidelines to reduce non-point pollutant discharges.
Summary Table
<table>
<thead>
<tr>
<th>PROGRAM ELEMENT</th>
<th>ACTIVITY</th>
<th>REQUIRED BY SWMF</th>
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<th>ACTIVITIES PERFORMED &amp; COMMENTS</th>
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<tbody>
<tr>
<td>Operation and Maintenance of Structural Controls and Storm Water Collection System</td>
<td>Perform inspections and maintenance of structural controls. Maintain an internal record keeping system to track inspections and maintenance activities performed during the permit. Conduct an annual assessment of the effectiveness of inspection and maintenance schedule and provide a summary of the assessment in each ANNUAL REPORT.</td>
<td>Annual Requirement</td>
<td></td>
<td>Structural controls have been inspected and maintained on a routine basis throughout the year. Activities include mowing debris removal and Aquatic weed control.</td>
<td>YES 100% Inventory complete</td>
</tr>
<tr>
<td>Development and Maintenance of Stormwater Management Facilities</td>
<td>Identify and inventory each privately-owned and maintained stormwater management facility which discharges into the MS4.</td>
<td>Within 12 months of the Effective Date of the Permit (1-1-96)</td>
<td>YES</td>
<td></td>
<td>Systems are inspected by the Sarasota County Stormwater Utility as part of their stormwater charge credit program.</td>
</tr>
<tr>
<td></td>
<td>Develop a revolving inspection program for privately-owned and maintained stormwater treatment systems which discharge into the MS4 to determine the compliance with local permit conditions and/or local ordinances. Program developed shall include a description of the enforcement provisions for non-compliance. Following development, include a summary of the inspection program &amp; schedule in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 12 Months of the Effective Date of the Permit (1-1-96)</td>
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<td></td>
<td>Implement revolving inspection program for privately-owned and maintained storm water treatment systems which discharge into the MS4.</td>
<td>Within 24 Months of the Effective Date of the Permit (1-1-97)</td>
<td>NO</td>
<td></td>
<td>The City does not have any stormwater maintenance employees. All storm system maintenance is performed by Sarasota County as per the City/County Interlocal Agreement for Stormwater Maintenance.</td>
</tr>
<tr>
<td>Control of Discharges from Areas of New Development and Significant Redevelopment</td>
<td>Complete Florida Water &amp; Pollution Control Operators Association (FW &amp; PCO) course or equivalent.</td>
<td>5 employees/year</td>
<td>YES</td>
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<td></td>
<td>Adopt as local ordinances storm water quality treatment criteria consistent, but not necessarily similar to the State of Florida Storm Water Treatment Regulations (F.A.C. 40B-4, 40D-40, 62-25).</td>
<td>Prior to the end of the Permit Term (12-31-99)</td>
<td>NO</td>
<td></td>
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<td>PROGRAM ELEMENT</td>
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<tr>
<td>Control of Discharges from Areas of New Development and Significant Redevelopment (Continued)</td>
<td>Continue on the current schedule to perform master basin studies on the major watersheds identified in Table 1 on page 44 of Appendix A. Develop a course of action for each as they are completed. Include in each ANNUAL REPORT a brief summary of each basin study completed during the permit year and resulting course of action.</td>
<td>Effective Date of the Permit (1-1-95)</td>
<td>NO</td>
<td>The Basin Master Plans for Hudson Bayou and Phillippi Creek have been completed by Sarasota County as per the City/County Interlocal Agreement.</td>
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<td>Evaluate land development practices to reduce the amount of impervious surfaces in future development. After completing the evaluation, include a summary of the resulting course of action in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 36 months of the Effective Date of Permit (1-1-98)</td>
<td>NO</td>
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<td></td>
<td>Implement appropriate land development practices &amp; incentives for the reduction of impervious surfaces.</td>
<td>As Determined by the Evaluation Prior to the end of the Permit Term (12-31-99)</td>
<td>NO</td>
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<tr>
<td>Operation and Maintenance of Public Streets, Roads, and Highways</td>
<td>Provide a description of the municipally-operated Litter Control Program for highways and streets within jurisdictional area for incorporation into the permit.</td>
<td>Provide in First Annual Report (7-1-96)</td>
<td>YES</td>
<td>There are approximately 90 trash receptacles throughout the City. There are employees assigned to police these areas.</td>
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<td></td>
<td>Implement Litter Control Program(s) for highways and streets within jurisdictional area and properly dispose of collected material.</td>
<td>Effective Date of the Permit (1-1-95)</td>
<td>YES</td>
<td>Complete (pre-existing this permit)</td>
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<td></td>
<td>Implement street sweeping program within jurisdictional area and properly dispose of collected material.</td>
<td>Effective Date of the Permit (1-1-95)</td>
<td>YES</td>
<td>The City’s street sweeping program has been in existence prior to this permit.</td>
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<td>PROGRAM ELEMENT</td>
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<tr>
<td>Operation and Maintenance of Public Streets, Roads, and Highways (Continued)</td>
<td>Provide the maintenance schedule for storm water structures (i.e., catch basins) and roadside ditches.</td>
<td>Provide in first ANNUAL REPORT (7-1-96)</td>
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<td></td>
<td>These operations are performed by the Sarasota County Stormwater Environmental Utility via City/County Interlocal Agreement. The schedules are provided in their Annual Report.</td>
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<td></td>
<td>Perform scheduled maintenance on catch basins, grates, and other stormwater structures and roadside ditches and properly dispose of accumulated sediments. Maintain an internal log documenting maintenance activities.</td>
<td>Effective Date of the Permit (1-1-95)</td>
<td></td>
<td>YES</td>
<td>Catch basin grate cleaning has been accomplished where required.</td>
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<tr>
<td></td>
<td>As described in Part 6.3.a. on page 7 of the permit, develop practices to reduce to the MEP and shall not cause or contribute to violations of State water quality standards of the receiving stream regarding the pollutants from road repair and from all municipal equipment yards &amp; maintenance shops. After development, include a summary of the practices in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 12 months of the Effective Date of the Permit (1-1-96)</td>
<td></td>
<td>NO</td>
<td>The City's road repairs require use of street sweepers before and after road repairs, with silt barriers on all affected storm inlets.</td>
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<td></td>
<td>Implement developed practices to reduce to the MEP pollutants from road repair.</td>
<td>Within 24 months of the Effective Date of the Permit (1-1-97)</td>
<td></td>
<td>NO</td>
<td>City equipment shops meet the required standards of the Florida Department of Transportation, and Sarasota County Pollution Control.</td>
</tr>
<tr>
<td>Ensure Road Control Projects Comply With State Storm Water Quality Requirements</td>
<td>Develop a priority list and construction schedule for the retrofit projects recommended by the master basin studies completed to date. Include a copy of the prioritized project list and construction schedule in the ANNUAL REPORT for incorporation into the permit. Additional master basin studies are completed.</td>
<td>Within 12 Months of the Effective Date of the Permit (1-1-96)</td>
<td></td>
<td>YES</td>
<td>The priority list (see appendices) is approved by the City and designed, funded and constructed by Sarasota County per the City/County Interlocal Agreement.</td>
</tr>
<tr>
<td>Identification, Monitoring, and Control of Discharges from Municipal Waste Treatment, Storage, or Disposal Facilities not covered by NPDES Storm Water Permit</td>
<td>Develop program to evaluate, through inspections and monitoring, the municipally-operated solid waste transfer stations, maintenance and storage yards for waste transportation fleets, POTW's, and sludge application and disposal sites. The goals of the evaluation program shall be to identify these facilities, determine the necessary control measures &amp; procedures to be employed at each, and administer an appropriate implementation schedule. Submit a program summary in subsequent ANNUAL REPORT.</td>
<td>Within 30 Months of the Effective Date of the Permit (7-1-97)</td>
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<td>NO</td>
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<td></td>
<td>Implement developed program to reduce pollutants in storm water discharges to the MEP and shall not cause or contribute to violations of State water quality standards of the receiving stream from these facilities.</td>
<td>Within 36 Months of the Effective Date of the Permit (1-1-98)</td>
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<td>NO</td>
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<td>4</td>
<td>Control of Pollutants Related to Application of Pesticides, Herbicides, and Fertilizers</td>
<td>Provide the details, for incorporation into the permit, of the specific public education program designed to encourage the public to reduce their use of pesticides, herbicides and fertilizers.</td>
<td>Provide in First Annual Report (7-1-96)</td>
<td>NO</td>
<td>The City is in support of Sarasota County and the National Estuary Programs educational efforts related to the application of pesticides, herbicides and fertilizers.</td>
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<tr>
<td></td>
<td>Implement the public education program.</td>
<td>Effective Date of the Permit (1-1-95)</td>
<td>NO</td>
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<td></td>
<td>Evaluate current training requirements &amp; certification procedures for employees who handle pesticides, herbicides and fertilizers.</td>
<td>Within 24 Months of the Effective Date of the Permit (1-1-97)</td>
<td>NO</td>
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<td>Implement any revised procedures for the training and certification of these employees</td>
<td>As Necessary within 36 Months of the Effective Date of the Permit (1-1-98)</td>
<td>NO</td>
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<td></td>
<td>Require evidence of proper certification and licensing for all applicators contracted to apply pesticides, herbicides, and fertilizers on municipal and Foot property.</td>
<td>Effective Date of the Permit (1-1-95)</td>
<td>YES</td>
<td>Sarasota County completes this task for the City of Sarasota. Certifications and license are attached.</td>
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<td></td>
<td>Implement a program with procedures to minimize the use of pesticides, herbicides, and fertilizers and to properly store and mix these products. The program developed should also consider including components such as providing xeriscape planning assistance and promoting voluntary use of native Florida plantings and slow-release fertilizers. After development, include a summary of the procedures in the subsequent Annual Report.</td>
<td>Within 24 Months of the Effective Date of the Permit (1-1-97)</td>
<td>80%</td>
<td>Sarasota County Integrated Pest Management Program is following up through contractors and employees.</td>
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<td></td>
<td>Employ program procedures to minimize the use of pesticides, herbicides, and fertilizers and to properly store and mix these products.</td>
<td>Within 36 Months of the Effective Date of the Permit (1-1-98)</td>
<td>NO</td>
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<td>IJOC Discharges and Improper Disposal</td>
<td>Complete the assessment of non-storm water discharges allowed to be discharged to the MS4 as detailed on page 8 of the permit. After completing the assessment, include a summary of the results in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 18 Months of the Effective Date of the Permit (7-1-96)</td>
<td>NO</td>
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<td></td>
<td>Develop an inspection program to enforce ordinances which prohibit illicit connections and illegal dumping into the MS4. After development, include a summary of the inspection program in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 30 Months of the Effective Date of the Permit (7-1-97)</td>
<td>NO</td>
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<td></td>
<td>Implement inspection program to enforce ordinances which prohibit illicit connections and illegal dumping into the MS4. Maintain an internal log documenting inspections and enforcement actions performed and provide a summary of these reports in each ANNUAL REPORT.</td>
<td>Within 36 Months of the Effective Date of the Permit (11-1-98)</td>
<td>NO</td>
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<td></td>
<td>Provide photocopies of signed adopted stormwater ordinances as identified in Table II.A.7.a.(3) on page 10 of the permit.</td>
<td>Provide in First ANNUAL REPORT (7-1-96)</td>
<td>YES</td>
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<tr>
<td>IJOC Discharges and Improper Disposal</td>
<td>Conduct field screening of the MS4 for illicit discharges and improper disposal as shown in Table II.A.7.b. on page 12 of this permit. Collect inventory information on outlets and on portions of MS4 not mapped and update database system on an ongoing basis. Maintain an internal log documenting the results of all field screening performed.</td>
<td>At least 1/3 of Grid Areas Screened in Permit Years Three, Four and Five with Entire MS4 Screened Once / 5 years</td>
<td>NO</td>
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</tr>
<tr>
<td>IJOC Discharges and Improper Disposal</td>
<td>Develop standard investigative procedures to identify and terminate the sources of illicit connections or discharges to the MS4. After development, include a summary of the investigative procedures in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 24 Months of the Effective Date of the Permit (1-1-97)</td>
<td>NO</td>
<td></td>
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<tr>
<td>IJOC Discharges and Improper Disposal</td>
<td>Implement standard investigative procedures to identify and terminate the sources of illicit connections or discharges into the MS4.</td>
<td>Within 30 Months of the Effective Date of Permit (7-1-97)</td>
<td>NO</td>
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The City has given Sarasota County the authority (via Resolution #93-685, instead of the proposed Ordinance #93-3699) to enforce Sarasota County Ord. 93-038 within the City's jurisdictional boundaries. See indices. Ordinance 95-3843 provides the means of Code Enforcement.
<table>
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<tbody>
<tr>
<td>Illicit Discharges and Improper Disposal</td>
<td>Provide a copy of the applicable portions of Sarasota County's Hazardous Materials Emergency Plan and FDOT's Emergency Operations Procedures which effectively mitigate potential pollutant discharges to surface waters.</td>
<td>Provide in First Annual Report (7-1-96)</td>
<td></td>
<td></td>
<td>The City's Fire and Rescue Department has consolidated with Sarasota County Fire Department (copy of the Interlocal Agreement provided see indices). Therefore County HAZMAT applies in the City.</td>
</tr>
<tr>
<td>e.) Public Notification</td>
<td>Develop a program to promote, publicize, and facilitate public reporting of the presence of illicit discharges and improper disposal of materials into the MS4. After development, include a summary of the public program in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 30 Months of the Effective Date of the Permit (7-1-97)</td>
<td>NO</td>
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<td></td>
<td>Implement public reporting program Maintain a citizen complaint log documenting all reports of illicit discharges and what actions were taken to investigate and resolve the problem. Include a summary of this log in each ANNUAL REPORT.</td>
<td>Within 36 Months of the Effective Date of the Permit (1-1-98)</td>
<td>NO</td>
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<tr>
<td>f.) Oils, Toxics, and Household Hazardous Waste Control</td>
<td>Support and promote on a regular basis the six (6) oil recycling sites locations within Sarasota County and the two (2) permanent collection centers for household hazardous waste materials. Continue Amnesty Days Program Document the total annual amount of household hazardous waste materials collected.</td>
<td>Effective date of Permit (1-1-98)</td>
<td>YES</td>
<td>City residents participate in the Sarasota County sponsored oil recycling, household hazardous waste and amnesty days.</td>
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<td></td>
<td>Actively promote and support a voluntary stenciling program for all storm sewer inlets which discharge directly or indirectly into surface waters.</td>
<td>Within 12 Months of the Effective Date of the Permit (1-1-98)</td>
<td>NO</td>
<td>Storm sewer inlets - 10% stenciled The Stenciling Program is promoted by Keep Sarasota Beautiful and Drainage Operations. Stenciling is performed by volunteers.</td>
<td></td>
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<tr>
<td>g.) Limitation of Sanitary Sewer Seepage</td>
<td>Develop procedures to limit the infiltration of sanitary seepage into the MS4, in areas where wastewater infiltration is suspected. After development, include a summary of the procedures in the subsequent ANNUAL REPORT for incorporation into the permit. Implement and develop procedures to limit the infiltration of sanitary seepage into the MS4.</td>
<td>Within 30 Months of the Effective Date of the Permit (7-1-97)</td>
<td>NO</td>
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<td>Within 36 Months of the Effective Date of the Permit (1-1-98)</td>
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| illicit Discharges and Improper Disposal  
g) Limitation of Sanitary Sewer Seepage  
(continued) | Advise appropriate utility owner of violation if constituents common to wastewater contamination are discovered in the MS4 during dry weather field screening. | Effective Date of the Permit (1-1-95) | NO | | The entire City is served by its own sanitary sewer system. There are very few individual properties that are still on septic systems; these are being actively pursued to connect to the sanitary sewer. |
<p>| Industrial and High Risk Runoff | Develop an inventory of all existing high risk facilities discharging into the MS4. This inventory shall identify the outfall and surface waterbody into which each high risk facility drains. | Within 24 Months of the Effective Date of the Permit (1-1-97) | NO | | |
| a) Identification of Priorities and Procedures for Inspections | Based upon historical information and available monitoring &amp; screening data, prioritize the identified high risk facilities. | Within 24 Months of the Effective Date of the Permit (1-1-97) | NO | | |
| | Develop procedures for inspecting high risk facilities and establish an inspection schedule. | Within 24 Months of the Effective Date of the Permit (1-1-97) | NO | | |
| | After development, include a summary of the procedures &amp; inspection schedule in the subsequent ANNUAL REPORT for incorporation into the permit. | | | | |
| | Begin inspections of identified high risk facilities. Maintain an internal log documenting the results of the inspections performed. | Within 36 Months of the Effective Date of the Permit (1-1-98) | NO | | |
| b) Monitoring for High Risk Industries | Maintain a list of all industrial stormwater sources discharging to MS4 &amp; update in ANNUAL REPORTS. | Effective Date of the Permit (1-1-95) | YES | | Complete |
| | Develop a monitoring program for high risk industrial facilities. Include a description of the specific enforcement steps to be taken to require compliance with local stormwater ordinances if violations are identified. | Within 24 Months of the Effective Date of the Permit (1-1-97) | NO | | |
| | After development, include a summary of the monitoring program in the subsequent ANNUAL REPORT for incorporation into the permit. | | | | |
| | Implement the monitoring program for high risk industrial facilities | Within 36 months of the Effective Date of Permit (1-1-98) | NO | | |</p>
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<tr>
<td>Construction Site Runoff</td>
<td>Review erosion and sediment control requirements to determine modifications necessary to correlate with SWFWMD’s requirements and EPA’s NPDES Construction Activity General Permit. Summarize the necessary modifications in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 12 Months of the Effective Date of the Permit (1-1-96)</td>
<td>NO</td>
<td></td>
<td>Chapter 29.5 of the Code of the City of Sarasota, the Engineering Design Criteria Manual, Part 2, Erosion and Sediment Control, is in addition to District, State and Federal guidelines (see appendices).</td>
</tr>
<tr>
<td>a.) Site Planning &amp; Structural and Non-Structural Controls</td>
<td>Incorporate necessary modifications to the erosion and sediment control requirements. In land development regulations, incorporate guidelines and recommendations for reducing the amount of sediment leaving construction sites.</td>
<td>Within 36 Months of the Effective Date of the Permit (1-1-98)</td>
<td>NO</td>
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<td>Track construction projects required to install erosion and sediment controls. Document the installation, maintenance, and effectiveness of the controls. Integrate these records with the education program for training the site contractors.</td>
<td>Within 18 Months of the Effective Date of the Permit (7-1-96)</td>
<td>NO</td>
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<td>b.) Inspection and Enforcement</td>
<td>Review existing inspection policies and code enforcement programs to identify all agencies conducting site inspections and then to determine which agency is responsible for issuing enforcement actions for which code violations</td>
<td>Within 24 Months of the Effective Date of the Permit (1-1-97)</td>
<td>NO</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Summarize results and include in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td></td>
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<tr>
<td></td>
<td>Train inspectors (regardless of specialty) who are likely to be on-site during earth moving activities in erosion control techniques.</td>
<td>1 Inspector / Year</td>
<td>Complete</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Implement the use of an erosion &amp; sediment control checklist for all inspectors. Include verification that construction sites subject to the NPDES Stormwater Regulations have NPDES permit coverage and a Stormwater Pollution Prevention Plan on site. Include developed checklist in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 24 Months of the Effective Date of the Permit (1-1-97)</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop a program to inspect construction projects for compliance with local stormwater ordinances and/or local permits.</td>
<td>Within 24 Months of the Effective Date of the Permit</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Implement program developed to inspect construction projects for compliance with local stormwater ordinances and/or local permits</td>
<td>Within 36 Months of the Effective Date of the Permit (1-1-98)</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROGRAM ELEMENT</td>
<td>ACTIVITY</td>
<td>REQUIRED BY SWMP</td>
<td>COMPLETED</td>
<td>ACCOMPLISHED</td>
<td>ACTIVITIES PERFORMED &amp; COMMENTS</td>
</tr>
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<tr>
<td>Construction Site Runoff</td>
<td>Implement an annual NPDES workshop for design professionals, land developers, inspectors and contractors, including earth moving contractors. Topics to include are measures to reduce pollutants from sites, awareness of the NPDES program requirements for construction activities, and solutions to erosion and sediment problems commonly found by the inspectors during construction.</td>
<td>Within 24 Months of the Effective Date of the Permit (1-1-97)</td>
<td>NO</td>
<td></td>
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<tr>
<td></td>
<td>Evaluate the feasibility of an erosion &amp; sediment control certification program for construction site operators (contractors and developers) plan reviewers, and inspectors that work on sites that discharge to MS4. Upon conclusion of the evaluation, include a summary of the findings in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 30 Months of the Effective Date of the Permit (7-1-97)</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If certification program is deemed feasible, implement program for construction site operators, plan reviewers, and inspectors</td>
<td>If Deemed Feasible Within 24 Months of the Effective Date of the Permit (1-1-98)</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop a procedure to notify building permit applicants in developments which, because of the amount of land area disturbed, are subject to the NPDES stormwater regulations of their application responsibilities under the NPDES permitting program for construction site runoff. After development, include a summary of procedures in the subsequent ANNUAL REPORT for incorporation into the permit.</td>
<td>Within 24 Months of the Effective Date of the Permit (1-1-97)</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Implement developed procedures to notify building permit applicants in developments which, because of amount of land area disturbed, are subject to the NPDES stormwater regulations of their application responsibilities under the NPDES permitting program for construction site runoff.</td>
<td>Within 30 Months of the Effective Date of the Permit (1-1-97)</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduct presentations to local professional organizations which are associated with the construction industry to discuss proper construction site management for water quality</td>
<td>Ongoing</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Narrative
Structural Controls Maintenance:

The City of Sarasota does not perform its own storm facility maintenance or inspections, therefore has no stormwater maintenance staff. Inspection and maintenance of stormwater structural controls in the City are accomplished by the Sarasota County Stormwater Environmental Utility (SEU) through a City/County Interlocal Agreement. The City endeavors to work closely with the SEU in provision of records and storm system information.

Further information pertaining to inspections, maintenance and fiscal reports, can be found in the applicable section of the Sarasota County N.P.D.E.S. Annual Report.

Development Planning Procedures:

The Basin Master planning process and funding for all of the drainage basin plans in the City is accomplished through the SEU via the above mentioned Interlocal Agreement.

There are twelve identified drainage basins in the City, eight of which are "coastal" adjoining the bay or gulf. There are three major basins and one minor basin, two of which, the SEU has completed Basin Master Plans for. The third of the major basins has had a Reconnaissance Evaluation by the U.S. Army Corps of Engineers (USACOE), toward proceeding with a feasibility study of the drainage basin. Unfortunately Federal funding constraints on the part of the (USACOE) has slowed the progress.
Roadway Maintenance:

The City's litter control program uses approximately 90 trash receptacles throughout the City, with personnel assigned to maintain the areas.

The street sweeping program in the City pre-exists this permit. The street sweeping schedule for this year is continuous as per the information provided as part of this permit application. The City operates three street sweepers daily and one on the weekends on a year round basis.

The few roadside ditches and swales in the City are maintained by Sarasota County and are included in their Maintenance Schedule.

The City's equipment yards and shops are inspected periodically by the Sarasota County Pollution Control and Florida Department of Transportation for proper handling of the various materials involved in their operations.

Flood Management:

Flood control projects are identified through the basin master planning process performed by the SEU. The projects are prioritized within the County's Capital Improvement Projects by the SEU with the City's prioritization recommendations.
Stormwater discharges from all new development and re-development (of over 1500 square feet of gross floor area and/or vehicular use area) within the City are restricted to post development discharges not exceeding pre-development discharges. These discharges are also restricted to storm sewer systems that have a level of service "C" (safe street and yard flooding only). Thereby not decreasing the capacity of the existing storm sewer systems and not exacerbating any flooding problems.

**Municipal Facilities:**

The City has no landfill facilities. Solid wastes etc. are properly disposed of at the Sarasota County landfill facilities.

**Pesticides, Herbicides & Fertilizers:**

The City supports the efforts of the National Esturary Program and Sarasota County toward educating the public in the proper use and hazards in use of pesticides, herbicides and fertilizers.

Fertilization, pesticides and herbicides used in City Parks are controlled and applied by the Sarasota County Parks Department.

Applications made by the City are through a Certified Pesticide Operator on staff. The City also requires limited certifications for government and private use.
Illicit Inspection/Investigation/Enforcement:

The SEU through their regular scheduled maintenance of stormwater facilities, have personnel inspecting the City storm drainage systems on a re-occurring basis. City inspectors support this effort in their daily inspection functions throughout the City.

Field Screening:

It is the intent of City to join the County’s efforts toward accomplishment of the field screening activities.

Spill Responses:

The City Fire and Rescue Department, which includes the Hazardous Materials Response Team, have been consolidated with Sarasota County (copy of the executed Interlocal Agreement included). Therefore, the Sarasota County Hazardous Materials Emergency Plan is applicable within the City.
Public Reporting of Illicits:

Household hazardous waste, oil recycling, and amnesty days programs sponsored by Sarasota County are participated in by City residents.

The City supports the County "Paint the Way to a Better Bay" storm inlet stencil program.

Sanitary Sewer Seepage:

The entire City is served by its own sanitary sewer system, there are some individual properties that have not connected and are still on septic tank, these are being actively pursued to connect to the system. The City Water Utilities Department has an ongoing program of sanitary sewer testing, replacement and repairs of the systems.

High Risk Industrial Facility Inspection:

All industrial properties in the City have been listed and are routinely inspected through the Fire Department.
Construction Planning Procedures:

The City’s erosion and siltation control procedures as defined in the City of Sarasota Engineering Design Criteria Manual, Chapter 29.5 of the Code of the City of Sarasota (copy included), provides guidelines that are in addition to Federal, State and District requirements.

The above mentioned Ordinance requires permits for any land disturbing activity, and revocation of the permits for non-compliance.

Construction Inspections:

The City has an inspector trained in erosion control techniques.

Education Activities:

The City is working with the County in pursuit of accomplishment of this element.

Monitoring Activities:

The City is working with the County in pursuit of accomplishment of this element.
Monitoring
Monitoring:

Monitoring for high-risk industrial activities will be accomplished by the City through a combined effort with Sarasota County via Interlocal Agreement.
Fiscal Analysis
Fiscal Analysis:

The Sarasota County Stormwater Environmental Utility through the City/County Interlocal Agreement is responsible for all the fiscal aspects for storm drainage within the City. Therefore the required fiscal reports can be found in the Sarasota County Annual Report.
Appendix
Index:

A. Structural Controls Maintenance
B. City/County Stormwater Interlocal Agreement
C. Consolidation of Fire and Emergency Services Agreement
D. City Ordinance #95-3843
E. City Resolution #93R-685
F. Sarasota County Ordinance # 93-038
G. Capital Improvements Prioritization List
Structural Controls Maintenance

(Per The Sarasota County Stormwater Environmental Utility)
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>REQUIREMENT</th>
<th>COMPLETED</th>
<th>ACCOMPLISHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform inspection of structural controls</td>
<td>Wet Retention Areas 4 Semi-Annually</td>
<td>NO</td>
<td>4 Lakes are inspected and maintained monthly. Mowing/litter removal and aquatic weed control completed monthly. (33.36 acres)</td>
</tr>
<tr>
<td>Permit Reference: Part II, page 4&amp;6</td>
<td></td>
<td>YES</td>
<td>No. Inspect once</td>
</tr>
<tr>
<td></td>
<td>Dry Retention Area/Stormwater Treatment Ponds 11 semi-annually</td>
<td>NO</td>
<td>11 Treatment ponds are usually inspected once a month. Mowing, aquatic weed control and litter removal completed monthly. Underdrains flushed one time annually. (24.6 acres)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>YES</td>
<td>No. Inspect 1 time</td>
</tr>
<tr>
<td></td>
<td>Channel Control Structures 2 Quarterly</td>
<td>NO</td>
<td>Arlington Park structure inspected, planks replaced. Bobby Jones and Fruitville just added to the inventory.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>YES</td>
<td>No. Inspect 2 times</td>
</tr>
<tr>
<td></td>
<td>Channels 30 miles annually</td>
<td>No. Inspect 3 times</td>
<td>Usually inspections of the canals are done while mowing, together with the aquatic weed control efforts and mowing all 30 miles are routinely inspected during the year.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>YES</td>
<td>Miles Inspected 30</td>
</tr>
</tbody>
</table>

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ELEM1A CTY
4/5/96
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>REQUIREMENT</th>
<th>COMPLETED</th>
<th>ACCOMPLISHED</th>
<th>ACTIVITIES PERFORMED &amp; COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform maintenance of structural controls</td>
<td>Wet Retention Area as needed</td>
<td>YES</td>
<td>4</td>
<td>Maintenance efforts included mowing, repair of erosion, treatment of vegetation and litter removal. Annually treated with herbicides. 33.36 acres.</td>
</tr>
<tr>
<td>Permit Reference: Part II, pages 4 &amp; 6</td>
<td></td>
<td>No. of Structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dry Retention Area/Stormwater Treatment Ponds as needed</td>
<td>YES</td>
<td>11</td>
<td>Maintenance included mowing, erosion repair, vegetation treatment, litter removal and flushing underdrains. Monthly mowing under contract 2.05 acres x 12 mowings = 24.60 acres.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No. of Structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Channel Control Structures as needed</td>
<td>YES</td>
<td>2</td>
<td>Control structures inspected, planks replaced at Arlington Park weir. Bobby Jones Golf Club and Fruitville just added to inventory.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No. of Structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Channels</td>
<td>YES</td>
<td>30</td>
<td>Canals in the City have been maintained during the year by the Prison Labor, Equipment, Contracts and aquatic weed control. 3.16 miles cleaned by hand. Travelways mowed 24.85 miles x 12 months = 298.20 miles annually. Mechanical cleaning 0.20 miles</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Miles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>REQUIREMENT</td>
<td>COMPLETED</td>
<td>ACCOMPLISHED</td>
<td>ACTIVITIES PERFORMED &amp; COMMENTS</td>
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<td>--------------------------------</td>
</tr>
<tr>
<td>Develop and implement a program to minimize the use of pesticides, herbicides and fertilizers, and to store and mix these products</td>
<td>Develop Program within 24 Months of Permit Date (1-1-97)</td>
<td>NO</td>
<td>% Completed</td>
<td>This program has been developed, Ordinance # Integrated Pest Management. Aquatic Plant Control has a Plant Growth Regulator Program (PGR)</td>
</tr>
<tr>
<td>Implement Program within 36 Months of Permit Date (1-1-98)</td>
<td>NO</td>
<td>% Implemented</td>
<td>The program was implemented before date of permit.</td>
<td></td>
</tr>
<tr>
<td>ACTIVITY</td>
<td>REQUIREMENT</td>
<td>COMPLETED</td>
<td>ACCOMPLISHED</td>
<td>ACTIVITIES PERFORMED &amp; COMMENTS</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
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<td>--------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Support and promote the six oil recycling site locations and two</td>
<td>Date of</td>
<td>27,004</td>
<td>YES</td>
<td>6 used oil recycling stations are open 24 hours a day, 7 days per calendar week.</td>
</tr>
<tr>
<td>collection centers for household hazardous waste materials.</td>
<td>Permit Date</td>
<td></td>
<td></td>
<td>Gallons of used oil collected</td>
</tr>
<tr>
<td>Permit Reference: Part III, page 35</td>
<td>(1-1-95)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continue amnesty days program &amp; document total annual amount collected</td>
<td>Date of</td>
<td>250,653</td>
<td>YES</td>
<td>Two permanent household hazardous waste collection stations are open once per calendar week.</td>
</tr>
<tr>
<td>Permit Reference: Part III, page 35</td>
<td>Permit Date</td>
<td></td>
<td></td>
<td>Six-one day-Amnesty Day events are conducted per calendar year.</td>
</tr>
<tr>
<td>Actively promote and support a voluntary stenciling program for all</td>
<td>Within 12</td>
<td>NO</td>
<td>Number of storm</td>
<td></td>
</tr>
<tr>
<td>storm sewer inlets</td>
<td>Months of</td>
<td></td>
<td>sewer inlets</td>
<td></td>
</tr>
<tr>
<td>Permit Reference: Part III, page 35</td>
<td>Permit Date</td>
<td></td>
<td>stenciled</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1-1-96)</td>
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City/County Stormwater Interlocal Agreement
INTERLOCAL AGREEMENT

CONSOLIDATION OF STORMWATER MANAGEMENT WITHIN

THE CITY OF SARASOTA

THIS INTERLOCAL AGREEMENT, by and between the City of Sarasota, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY", and the COUNTY OF SARASOTA, hereinafter referred to as "COUNTY", is entered into this 25th day of September, 1990.

W I T N E S S E T H:

WHEREAS, the STATE LEGISLATURE by SECTION 403.0893 F. S. authorizes stormwater utilities for construction, operation, and maintenance of stormwater systems; and

WHEREAS, the CITY and COUNTY desire to protect and promote the public health, safety and general welfare through the management of stormwater runoff; and

WHEREAS, the CITY and COUNTY desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of streams and receiving waters; and
WHEREAS, pursuant to the Federal Clean Water Act, certain political entities are required to implement stormwater management programs within prescribed time frames; and

WHEREAS, pursuant to the Clean Water Act requirements, the United States Environmental Protection Agency has published or will publish rules for stormwater outfall permits; and

WHEREAS, it is necessary and essential that governmental entities address various environmental issues, including the quality of stormwater and receiving waters, which will involve associated infrastructure requirements and control measures; and

WHEREAS, the COUNTY has stated its desire to integrate stormwater into an overall potable water supply and environmental conservation program, through major retention and other strategies; and

WHEREAS, it is recognized that effective management and conservation of stormwater, as a valuable resource, requires CITY and COUNTY (regional) cooperation; and

WHEREAS, the COUNTY has prepared a County-wide Stormwater Master Plan published in March 1987 and the CITY has prepared a City-wide Master Drainage Plan published in September 1987; and
WHEREAS, both the CITY and COUNTY master plans indicate that improvements to CITY and COUNTY stormwater systems are necessary; and

WHEREAS, drainage basins overlap political boundaries, and intergovernmental cooperation is required to effectively manage stormwater runoff; and

WHEREAS, the Board of County Commissioners, on February 21, 1989, and the City Commission, on March 6, 1989, approved the concept of CITY/COUNTY cooperation and consolidation of stormwater management; and

WHEREAS, the Board of County Commissioners did, by adoption of Sarasota County Ordinance No. 89-117, create a stormwater environmental utility, hereinafter referred to as the "UTILITY", within the unincorporated area of the COUNTY, and which UTILITY may, upon mutual consent, operate within a municipality; and

WHEREAS, it is the mutual desire of the COUNTY and the CITY to establish relationships and responsibilities for planning, control, operation, maintenance and improvements to identified stormwater systems within the limits of the CITY in order to more efficiently and economically manage and coordinate the planning, operation, maintenance, and improvements to such systems.
NOW, THEREFORE, the parties agree to the following:

1. **PURPOSE.** The purpose of this Agreement is to set forth the relationships of the parties with respect to the following:

   A. General Responsibilities of the CITY and the Sarasota County Stormwater Environmental Utility.

   B. Control, operation, maintenance, and repair of identified stormwater systems within the limits of the CITY.

   C. Planning, including scheduling and conducting basin master planning studies and development of capital improvement programs.

   D. Capital improvements, including prioritization, scheduling, and implementation of capital improvement projects.

   E. Regulation of development according to, and other enforcement of, floodplain and stormwater management ordinances and regulations.

   F. Accounting, including allocation of various expenses and the balancing of in-City revenue accordingly.
2. DEFINITIONS.

A. Basin master plan. A plan adopted subsequent to enactment of Sarasota County Ordinance No. 89-117, addressing the facilities, programs, and management necessary for comprehensive control, treatment, and use of stormwater in a specified drainage basin.

B. Drainage basin. A part of the surface of the earth that is occupied by a drainage system, which consists of a surface stream or a body of impounded surface water together with all tributary surface streams and bodies of impounded surface water.

C. In-City revenue. The revenue obtained by the UTILITY from parcels within the CITY limits through utility user charges; developer "in lieu fees" as currently defined by COUNTY or other contributions; and other sources.

D. Major stormwater system. A stormwater system identified on the maps listed in Attachment A, including public retention and detention facilities.

E. Stormwater system. The appurtenances and facilities necessary for collection, conveyance, storage, and treatment of stormwater runoff. This definition includes roadside ditches and
swales, inlets, storm sewers, major drainageways, retention and
detention facilities, and stormwater treatment facilities.

3. GENERAL RESPONSIBILITIES.

A. The CITY and COUNTY shall manage stormwater runoff
as a resource, based upon criteria including water conservation,
water quality, and flood control, in developing solutions to
stormwater problems.

B. The CITY and the COUNTY shall share information in
matters of flood control, flood plain management, surface water
quality, public works construction and other activities relating
to the identified stormwater systems, and the general environment
of area receiving waters.

C. The CITY and COUNTY shall designate those
representatives who will implement the tasks and responsibilities
set forth herein.

D. The COUNTY has established by ordinance and shall
maintain in effect a Stormwater Environmental Utility. The purpose
of the UTILITY includes stormwater program funding, administration,
planning, maintenance/operations and project implementation. The
COUNTY is responsible for administration, staffing and management
of the UTILITY and for collection of fees and other revenue.
E. A stormwater Environmental Utility Advisory Committee, hereinafter referred to as the "Advisory Committee", has been established by County ordinance to advise the governing body of the COUNTY. Advisory Committee duties, powers, and membership are as set forth in the establishing ordinance. The establishing ordinance shall provide that at least one member will be a CITY resident who shall be selected by the Sarasota City Commission. A resident of CITY shall be appointed at the first available opportunity, not to be any later than 1992.

F. The CITY shall provide to the COUNTY a monthly report listing building permits and certificates of occupancy issued in the CITY for the prior month. These reports shall be in either hard-copy or electronic media format, and shall contain at least the following information:

(1) Parcel ID
(2) Parcel address
(3) Owner name and address
(4) Total impervious area
(5) Total parcel area
(6) Number of dwelling units for residential facilities
(7) Tax Code
(8) State Code
(9) Permit number and date permit approved.
4. **RATES.**

The UTILITY rate structure and applicable unit fees shall be the same within the CITY as those established throughout the unincorporated COUNTY.

5. **OPERATION AND MAINTENANCE.**

A. The COUNTY shall assume and be responsible for the control, operation, maintenance, and repair of identified stormwater systems within the CITY which are within public rights-of-way or easements, or which have otherwise been accepted by the CITY for maintenance, prior to execution of this Agreement. Such facilities are identified on the maintenance responsibility maps listed in Attachment B. Curb and gutter maintenance on streets under CITY jurisdiction, including cleaning, structural repair, and street sweeping, will be performed by the CITY. CITY shall be responsible for updating the maps listed in Attachment B. The COUNTY shall provide to the CITY information on COUNTY modifications or additions to stormwater systems for map updating. The COUNTY will be responsible for operation and maintenance of those major stormwater facilities located within the CITY which are identified on the COUNTY stormwater maintenance maps listed in Attachment A. The maps listed in Attachments A and B are incorporated herein by reference. The COUNTY shall accept for maintenance any public stormwater systems constructed within the
CITY, subsequent to the execution of this Agreement, which meet COUNTY standards.

B. The COUNTY shall be responsible for cleaning and clearing of the channel or drainageway through or under bridge structures, box culverts and pipe culverts within the CITY which carry a public roadway across any COUNTY maintained drainageway identified in the maps listed in Attachments A and B.

C. The CITY shall be responsible for maintenance of bridge, box culvert, and pipe culvert structures within the CITY upon which are located public roadways, as well as the associated public roadways. CITY maintenance responsibilities include, but are not limited to: structural components, pavement, striping, signing, lighting, and utilities that are part of or affixed to the said structures. Public roadways under the jurisdictional responsibilities of the STATE or COUNTY shall be maintained by those agencies as appropriate.

D. COUNTY maintenance of stormwater facilities within the CITY will initially be conducted on a service request basis. A single point of contact will be established and designated by the COUNTY to receive, assign and track requests for in-City services.

Where inlet or line stoppages have caused structural flooding or road impassability, or when such conditions are
imminent, the County shall immediately respond to the extent practicable, to abate the problem. In the event COUNTY does not respond immediately, CITY will, after notifying COUNTY, so respond and will charge COUNTY the actual reasonable cost to respond. COUNTY agrees to pay such charges within thirty (30) days of receipt of invoice.

E. The COUNTY shall remove illegally dumped trash from and shall be responsible for the mowing of rights-of-way or easements within which are located channels or drainageways identified in Attachments A and B, to the extent that such removal, mowing, and associated clearing of brush is necessary to maintain stormwater conveyance, or preclude occurrence of an unsightly public nuisance or health hazard. Said mowing shall be done not less than once per month, May through November inclusive, and as necessary the remainder of the year; provided, however, that the parties recognize that mobilization will be reasonably required by COUNTY to achieve the specified mowing frequency, and modification of that frequency may subsequently be determined necessary, or otherwise desirable, and may be effected upon mutual consent of the parties. Said mowing and removal shall be exclusive of roadside shoulders and other areas not part of a drainageway system, which areas shall be mowed and otherwise maintained by the CITY, as can be done by using standard mowing equipment.
F. In consideration of the COUNTY’s promises and obligations hereunder, the CITY shall transfer to the COUNTY, at no cost, certain equipment and on-hand accessories necessary to perform operations and maintenance services, including the following:

(1) High pressure sewer cleaning hydro machine ID#12468;

(2) Self-loading bucket machines (1 set) ID #12461 and 12462.

6. PLANNING.

A. The CITY and COUNTY shall coordinate planning activities for stormwater management on a regional basis and shall involve other area jurisdictions and agencies, including Manatee County, the Sarasota Bay National Estuary Program, and the Southwest Florida Water Management District.

B. The COUNTY shall be responsible for developing and managing a drainage basin master planning program.

C. The County will adopt the level of service as described in the O & M Strategy Section 8.4.3 City Wide Master Drainage Plan, September 1987, prepared by Post, Buckley, Schuh & Jernigan, Inc. and corresponding Level of Service "C" (Street and Yard Flooding Only) as designated in the Sarasota City Plan, Utilities Element, adopted by City Ordinance No. 89-3304, as the
criterion for all project planning and implementation, and system maintenance within the CITY. Two copies of the City Wide Master Drainage Plan shall be identified as the "official copies". One such copy shall be maintained on file with the COUNTY and one copy shall be maintained on file with the CITY. The provisions of Section 8.4.3 and the Utilities Element, Sarasota City Plan, Level of Service "C" (Street and Yard Flooding Only) shall be deemed incorporated herein by reference. Notwithstanding the adoption of said Level of Service "C", the parties hereby recognize that Level of Service "C" may not always be achievable, economically, physically or otherwise. In such cases, the parties may, by mutual consent, adopt a different level of service.

D. The CITY shall provide to the COUNTY annually, during the month of February, or at other times as mutually agreed upon, any CITY requests for basin master planning projects. The CITY shall indicate a general description, justification, priority, and completion schedule for each such request.

E. The Advisory Committee shall review all requests for projects, including those outside the CITY limits, and provide to the COUNTY during the month of March a recommended County-wide priority list.

F. The COUNTY shall develop a rolling five (5) year master planning program which shall be annually updated following
receipt of the Advisory Committee recommendation. The COUNTY shall provide to the CITY a written response to any planning project request of the CITY. Said response shall specifically state the reasons why each project, or a part thereof, will or will not be funded by the UTILITY, and further provide a list and general status of all master planning projects within the COUNTY.

7. CAPITAL IMPROVEMENTS.

A. The COUNTY shall be responsible for the control, design, construction, operation, and maintenance of stormwater capital improvement projects within the CITY. Capital projects within the CITY such as roadway improvement or bridge construction whose primary purpose is not for stormwater management shall be the responsibility of the CITY. When the CITY constructs major stormwater facilities in conjunction with CITY projects, the CITY shall be reimbursed for construction of such facilities by the UTILITY. Reimbursement shall be made only upon concurrence of COUNTY with respect to project scope and estimated cost. The CITY shall provide reasonable documentation to support all such reimbursements for projects initiated after the effective date of this Agreement. Reimbursement shall be made in the fiscal year improvements are completed, if included within the approved UTILITY budget for that year, or otherwise, in the next fiscal year.
B. The CITY shall provide to the COUNTY annually during the month of February, or at other times as mutually agreed upon, a list of stormwater capital improvement projects it desires to be implemented. The CITY shall provide a general description of, the justification for, and the priority of each project submitted.

C. The Advisory Committee shall review all requests for projects, including those outside the CITY limits, and provide to the COUNTY during the month of March a recommended County-wide priority list.

D. The COUNTY shall develop a rolling five (5) year capital improvement plan which shall be annually updated following receipt of the Advisory Committee recommendation. The COUNTY shall provide to the CITY a written response to any such capital project request of the CITY. Said response shall specifically state the reasons why each project, or a part thereof, will or will not be funded by the UTILITY and further provide a list and general status of all stormwater capital improvement projects within the COUNTY.

E. The COUNTY, when considering the five year plan for capital improvement projects, shall include projects within the CITY to ensure that residents of the CITY receive that proportionate benefit due according to the provisions of Section 9 herein.
F. No in-City revenue shall be pledged to retire debt of the COUNTY or the UTILITY without the express prior written consent of the Sarasota City Commission.

8. REGULATION.

A. The CITY and COUNTY, to the extent practical, shall cooperate to achieve uniform floodplain and stormwater management ordinances and regulations; to minimize increases in downstream flood peaks, flood volumes, and environmental impacts; and to implement water conservation and water quality programs.

B. The CITY and COUNTY shall, to the extent practical, cooperate to enact and enforce stormwater management regulations as adopted by the COUNTY. Prior to adopting stormwater management ordinances or regulations, the COUNTY shall notify the CITY of the new or revised provisions. Thereafter, the CITY may communicate objections to the COUNTY and may request changes in the proposed ordinances or regulations. However, no COUNTY stormwater management ordinance or regulation shall be effective, within the CITY, unless the Sarasota City Commission specifically implements the ordinance or resolution by the adoption of an ordinance or resolution of the CITY.

C. CITY shall provide to the COUNTY the following for review and comment:
(1) All proposals for land use changes or development involving sites of five (5) acres or greater; and

(2) All site improvement plans for the future construction of multiple-family developments, including two or more duplexes, apartments, cluster housing and similar multiple-family types of use; commercial buildings, office buildings, industrial developments and parking lots providing they discharge stormwater directly into a major drainageway.

The COUNTY shall return to the CITY the reviewed material with comments within ten (10) working days after receipt.

D. The parties agree that should there be a conflict between a COUNTY ordinance, regulation, policy, plan or ruling and a CITY ordinance, regulation, policy, plan or ruling, then and in that event, the CITY ordinance, regulation, policy, or plan or ruling will control within the CITY, and the CITY will provide notice of such to the COUNTY. However, the parties shall actively work toward resolving any such conflict.

E. The COUNTY shall obtain permits as required to accomplish its responsibilities within the CITY.

F. CITY hereby grants to the COUNTY permission to enter upon and use those public properties, rights-of-way, and easements
upon which stormwater facilities described by this Agreement are located, for the purposes expressed herein.

9. ACCOUNTING.

A. The COUNTY shall keep, through the UTILITY, records of revenue and expenses for each political jurisdiction and shall prepare quarterly reports for review by the Advisory Committee and the CITY. The reports shall indicate the status of various accounts for the previous year and year to date, and shall provide projections for the remaining fiscal year and those subsequent, as applicable.

B. Annual administration, operation and maintenance, and planning expenses allocable to the CITY will be calculated from the overall annual UTILITY administration, operation, maintenance, and planning expense times the ratio of in-City revenue to total revenue of the UTILITY.

C. Capital improvement project expenses allocated to the CITY for each such project will be calculated by multiplying the total project cost times the ratio of drainage basin area within the CITY limits to the total drainage basin area. Said drainage basin shall be that within which the project is located.
D. The total expenses allocated to the CITY, as determined in paragraphs B and C above, shall not be less than the in-City revenue over any ten (10) year period. At the end of the first ten (10) year period, this provision may be modified by mutual consent of the parties. Insofar as practicable, such expenditures shall be made in an annually uniform manner. Improvement projects located on lands subsequently annexed into the CITY shall not be counted toward satisfying the preceding expenditure criteria.

E. Should the COUNTY receive third-party funding for projects or services, said third-party funding shall be used to supplement revenues collected within the CITY so that the CITY receives its proportionate share of such funding.

F. Annually, the COUNTY shall retain an independent, outside auditor to perform a financial audit of the UTILITY, to determine compliance with the requirements of this paragraph 9, and provide a copy of the audit report to the CITY.

10. MISCELLANEOUS.

A. This Agreement shall become effective on the date a fully executed copy is filed with the Office of the Sarasota County Clerk of the Circuit Court and shall remain in force unless otherwise terminated upon one (1) year’s advance written notice.
from either party to the other. The parties may, at any time, modify this Agreement by mutual consent.

B. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.

C. All parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either party fail to obtain continued funding during the term of this Agreement by virtue of a failure of that party’s governing body to appropriate or approve funds, then in that event this Agreement shall be deemed to terminate by operation of law. In such event, termination shall be effective on the last day of the fiscal year in which funds have been appropriated or approved.

D. To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, officers, employees, if applicable, individually and collectively from all losses, claims, suits, demands, expenses, subrogations, or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this agreement for its own acts or omissions arising out of, because of or due to the execution or performance of the terms of this
Interlocal Agreement. However, the parties do not, and shall not be deemed to have given, hereby, any indemnification for damages arising out of injury or damage to persons or property caused by or resulting from the negligence of the other party hereto or any of its officers, agents or employees, if applicable. The execution of this Interlocal Agreement shall be deemed an agreement between the parties that this indemnification shall not waive the benefits or provisions of Sec. 768.28 Florida Statutes or other law pertaining to governmental liability, including sovereign immunity of a municipality, if any.

IN WITNESS WHEREOF, the CITY and the COUNTY have hereto set their hands and seals on the day and year indicated below.

CITY COMMISSION OF THE
CITY OF SARASOTA

By: Kerry Kirschner, Mayor

ATTEST:

Billy E. Robinson
City Auditor and Clerk

Date signed by the CITY
September 18, 1990

APPROVED AS TO FORM AND CORRECTNESS:

By: Richard J. Taylor, City Attorney

(SEAL)
BOARD OF COUNTY COMMISSIONERS

By: Jim Greenwald, Chairman

Date signed by the COUNTY

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court, Ex-Officio Clerk of the Board of County Commissioners Sarasota County, Florida

By: Francisco Daniel
Deputy Clerk

APPROVED AS TO FORM AND CONTENT:
## ATTACHMENT A

### COUNTY STORMWATER FACILITY MAPS

#### STORMWATER FACILITY MAPS

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ATTACHMENT B

CITY OF SARASOTA DRAINAGE ATLAS

Index Maps

Drainage Detail Maps

Consolidation of Fire and Emergency Services Agreement
AGREEMENT

BETWEEN

THE CITY OF SARASOTA

AND

SARASOTA COUNTY

FOR

FIRE AND EMERGENCY MEDICAL SERVICES
ARTICLE 2
DEFINITIONS

"AD VALOREM TAX CONTRIBUTION"  Ad Valorem Tax Contribution means the amount of money CITY will pay to COUNTY for any fiscal year from CITY's ad valorem tax revenues.

"AERIAL DEVICE"  Aerial Device shall mean a piece of fire fighting apparatus capable of elevated rescue operations and elevated fire stream delivery.

"CAPITAL ASSET"  Capital Asset shall mean any fire engine, ambulance, motor vehicle, fire fighting apparatus, emergency medical apparatus or any other equipment or asset having a value of FIVE HUNDRED ($500.00) DOLLARS or more and a service life expectancy of 1 year or greater.

"CRITICAL INCIDENT STRESS DEBRIEFING TEAM"  Critical Incident Stress Debriefing Team shall mean a cadre of personnel which provides appropriate and professional peer counseling, defusing or debriefing following an emergency incident or other event which indicates the need for stress debriefing.

"EMERGENCY MEDICAL SERVICES"  Emergency Medical Services shall mean emergency rescue and patient transport services provided by an emergency medical services unit.

"EMS"  EMS shall mean emergency medical services.

"EMS REPORT"  EMS Report shall mean reports of a patient rescue and/or transport by an EMS unit.

"EMERGENCY MEDICAL SERVICES UNIT"  Emergency Medical Services Unit shall mean one advanced life support response unit as licensed by the State of Florida.

"FIRE ARSON INVESTIGATIVE SERVICES"  Fire Arson Investigative Services shall mean the investigation into the cause and origin of a fire and the investigation and criminal prosecution of criminal offenses related thereto.

"FIREFIGHTER"  Firefighter shall mean a member of the City of Sarasota Fire Rescue Bureau who was hired by the CITY to serve as a firefighter, whose employment is regular and continuous and not temporary, who is subject to any civil service rules and who is a member of the Firefighters' Pension Plan.
professional guidance for handling situations involving hazardous materials or hazardous waste.

"HEALTH TRUST FUND CONTRIBUTION" Health Trust Fund Contribution means the amount of money CITY will pay to COUNTY for any fiscal year in an amount equal to COUNTY's Health Trust Fund payments for the purpose of funding the retirement health benefits for certain Transferred Employees.

"HEALTH TRUST FUND" Health Trust Fund means a fund established by CITY for the purpose of off-setting part of the cost the CITY will bear for providing post-retirement health insurance coverage for certain Transferred Employees upon retirement. This Fund will be established and maintained solely from payments received by CITY from COUNTY.

"ISO RATING" ISO Rating means the rating issued by the Insurance Services Office.

"JOURNEYMAN FIREFIGHTER" Journeyman Firefighter means a firefighter so classified by the Personnel Rules and Regulations of COUNTY.

"LENGTH OF SERVICE" Length of Service shall mean the total length of employment according to CITY records computed from the initial service date or adjusted service date.

"LEVEL OF SERVICE" Level of Service shall mean comprehensive fire and EMS protection provided on a 365-day basis on a twenty-four (24) hour per day basis.

"MAINTAIN" Maintain shall mean to keep in good, operating condition.

"MARINE OPERATIONAL SERVICES" Marine Operational Services shall mean the provision of fire suppression or EMS services by a fire-rescue marine vessel on the CITY's inland and coastal waters.

"PENSION BOARD OF TRUSTEES" Pension Board of Trustees shall mean the board of trustees of the General Employees' Pension Plan or Firefighters' Pension Plan.

"PERSONNEL COSTS" Personnel Costs shall mean contract wages and all associated fringe benefit costs including, but not limited to, costs related to insurance, FICA, pension, overtime, education, and longevity.

"PROJECTED FIRE ASSESSMENT FEE" Projected Fire Assessment Fee means ninety-five percent (95%) of the amount of the assessment
3.4 The COUNTY will provide to the CITY fire safety inspections and pre-fire planning, and fire/arson investigative services on a timely basis and at a sufficient level to meet the demand.

3.5 The COUNTY shall provide to the CITY a Level of Service that is at a standard corresponding to, and not less than, the Level of Service provided to the CITY immediately prior to the execution of this Agreement by the former CITY's Fire-Rescue Services Bureau. However, the ISO Rating shall be maintained by the COUNTY at a 3 or better for all areas located within the CITY. Provided, however, that if the ISO Rating standards are materially adjusted, then the minimum ISO Rating required herein shall be that which most closely conforms to the "3" ISO Rating in effect on December 31, 1995. Except as otherwise hereinafter specifically set forth, such comprehensive fire and EMS protection shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by CITY's Fire-Rescue Services Bureau and the Sarasota County Fire Department in accordance with the Charters of the City and County, and applicable statutes of the State of Florida.

3.6 The COUNTY shall maintain statistical information at all times during the term of this Agreement and provide the CITY, upon request, with written reports regarding response times, number and types of calls, ISO rating information, staffing levels and false alarm response information.

3.7 In addition to those duties and responsibilities hereinabove described, the COUNTY shall provide to the CITY, at all times during the term of this Agreement, the following expertise, services, and facilities as may be required from time to time:

3.7.1 A "Hazardous Materials Response Team."
The COUNTY shall extend to the CITY existing and future contracts promulgated with hazardous materials and hazardous waste clean-up services and hazardous waste expertise as provided within the COUNTY.

3.7.2 A "Critical Incident Stress Debriefing Team."

3.7.3 A Fire Hydrant Maintenance Ordinance.

3.7.4 Fire Inspections and Pre-Fire Planning for existing commercial structures.

3.7.5 Fire Reports and EMS Reports shall be maintained by the COUNTY and be made available to the
employee. Additionally, the CITY shall remain responsible for duty assignments, work and vacation scheduling, discipline, and all other similarly related personnel matters of such employee. During this period, the CITY shall be responsible for the direction and supervision of such employee. COUNTY fire management personnel will meet and confer onal efficiencies with a goal towards eliminating duplicates or overlapping services to CITY residents. This period. The CITY and COUNTY management personnel meet and confer to expediously resolve any personnel which may arise during this period. It is understood incident command will involve response and direction incident Commander whether employed by the CITY or COUNTY.

5.2 employees, as designated in Attachment "A", shall be by the COUNTY on January 1, 1996, and shall therefrom be treated the same rights and responsibilities as is applicable to similarly situated COUNTY employees. On January 1, the COUNTY shall transfer into COUNTY service, all CITY personnel designated in Attachment "A", and all employees so transferred any other fire suppression and EMS personnel employed by COUNTY in performance of such services, functions and responsibilities as described and contemplated herein for the CITY shall remain COUNTY employees, and none of them shall be considered in the employ of the CITY for the purpose of insurance, civil service benefits, compensation, pension benefits, joint bargaining relationship, and/or any other status or. Accordingly, the CITY shall not be called upon to assume liability for or direct payment of any salaries, wages, or compensation, contributions to pension funds, insurance, workers' compensation funds (Chapter 440, P.S.) vacation, pay leave benefits or other amenities provided to any COUNTY personnel performing services, and responsibilities hereunder for the benefit of the CITY for residents thereof or any other liabilities whatsoever specifically provided to the contrary herein. The CITY shall not be liable for compensation, contribution or indemnity to COUNTY of any kind whatsoever, arising out of such employment performance of the services, duties and responsibilities contemplated herein. Under no circumstances and for no reason shall the CITY and the COUNTY be deemed joint employers of transferred employees. Moreover this agreement shall always be read to be consistent with this consideration and requirements.

5.3 CITY shall not be liable for benefits, or compensation accrued on behalf of any Transferred Employee while employed by COUNTY.
contribution to the City of Sarasota Firefighters' Pension Plan shall be reduced by an amount equal to the Social Security contribution to the extent permitted by the laws of the State of Florida, and the COUNTY's contribution to the Plan for each transferred Firefighter shall be increased by the same amount.

5.8 The parties agree that should a Transferred Employee elect to join the Florida Retirement System, the County shall make the required employer contributions to the Florida Retirement System and the Transferred Employee shall make the required employee contributions to Social Security.

5.9 The COUNTY will not be required to finance or otherwise pay for "past service" credit as authorized under Chapter 121.F.S.

5.10 The COUNTY agrees to the terms and conditions of employment of the CITY's Transferred Employees, as designated in Attachment "A", as more particularly set forth and described in the addendum to this agreement, designated as Attachment "B", which is incorporated herein by reference as if more fully set forth herein, subject to the County's obligation to collectively bargain and/or manage its employees as provided by law.

5.11 The COUNTY agrees to abide by the provisions of the City of Sarasota General Employees' Pension Plan as described in Chapter 24, Article II, Division 4 of the Sarasota City Code and as amended, and the provisions of the City of Sarasota Firefighters' Pension Plan as described in Chapter 24, Article II, Division 2 of the Sarasota City Code, as amended, subject to the COUNTY's obligation to collectively bargain and/or manage its employees as provided by law.

5.12 The parties agree that they will, upon the reasonable request of the Board of Trustees of the General Employees' Pension Plan or the Firefighters' Pension Plan, make a meeting or conference room available for monthly or special meeting of such Board during regular business hours.

5.13 The parties agree that they will, upon the reasonable request of the Board of Trustees of the General Employees' Pension Plan or the Firefighters' Pension Plan and the submittal of an appropriate release signed by the concerned Transferred Employee, within a reasonable period of time, provide to such Board all requested records, documents and reports relating to such Transferred Employee, in order for such Board to consider such Transferred Employees' request for disability benefits.

5.14 The CITY agrees that it will not amend Chapter 24 of the Sarasota City Code in such a manner that the pension benefits
consenting to such expansion of the COUNTY's municipal service taxing or benefit unit as to all future assessments made by the COUNTY, so as to fund the fire and emergency medical services provided by the COUNTY to the CITY, as set forth in this Agreement, for the term of this Agreement or any extension thereof. The COUNTY agrees that throughout the entire term of this Agreement, as extended, impact fees collected from within the CITY shall be segregated and expended only for the provision of fire suppression or emergency medical services by COUNTY to CITY. The facilities, equipment, vehicles, or apparatus purchased thereby shall be located with the CITY.

8.2 The CITY agrees that its ordinance consenting to the expansion of the COUNTY's municipal service taxing or benefit unit shall provide that the COUNTY shall have the power to amend its Municipal Service Taxing or Benefits Unit ordinance, but only to the extent that such amendments are directly related to assessment rates or impact fees for the provision of fire suppression or emergency medical services by the COUNTY to the CITY and only to the extent that such assessment rates and impact fees remain uniform throughout the COUNTY and CITY.

8.3 For the term of this Agreement, as extended, the CITY shall continue to impose the excise tax on property insurance premiums authorized by Chapter 175, as amended.

ARTICLE 9

CITY AND COUNTY ANNUAL CONTRIBUTIONS OR PAYMENTS

9.1 The parties hereto agree that the CITY shall pay to COUNTY during each of the following four periods the amounts, in equal monthly payments, as set forth below.

9.1.1 For the period January 1, 1996 through September 30, 1996, the CITY shall pay COUNTY $5,878,406.00.

9.1.2 It is the intent of the parties hereto that the total of the projected Fire Assessment Fees paid to COUNTY by owners of property located within the CITY, the Health Trust Fund Contribution paid to COUNTY by CITY and the Ad Valorem Tax Contribution paid to COUNTY by CITY for fiscal year October 1, 1996 through September 30, 1997, (hereinafter referred to as fiscal year 1997) shall not exceed $8,679,719.00, calculated as follows:

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12
9.4 The parties agree that any revenues for fire suppression or emergency medical services collected for such services provided by CITY up to and including December 31, 1995, whether collected before or after December 31, 1995 shall be retained by CITY.

ARTICLE 10

INDEMNIFICATION

10.1 The COUNTY agrees, to the extent permitted by law and subject to the limitations contained in section 768.28 of the Florida Statutes (1993) to unconditionally indemnify, defend and hold the CITY harmless against any (i) loss, liability, damage, expense or claims arising from or resulting from the intentional and/or negligent acts or the alleged intentional and/or negligent acts of the COUNTY employees, its agents, or visitors in connection with the performance of the COUNTY services enumerated with the scope of this Agreement; and (ii) any other loss, liability, damage, expense or claim which may be incurred by or asserted against the CITY directly or indirectly resulting from the performance or failure to perform any duties, responsibilities or actions contemplated within the scope of this Agreement by any COUNTY employee during the term of the Agreement.

10.2 The COUNTY does hereby agree and acknowledge that it shall pay when due and upon the exhaustion of available legal remedies any judgments or claims for damages, penalties or otherwise against the CITY, and shall assume the burden, expense of defending all suits, administrative proceedings and resolutions of any description with all persons, corporate entities, political subdivisions or governmental agencies arising out of the occurrences set forth in this Agreement.

10.3 This obligation of indemnity provided to the CITY by the COUNTY under the terms of this Agreement shall commence on the effective date of this Agreement and shall terminate upon the date which is four years after the earlier to occur of (a) termination of the Agreement; and (b) the termination of this Agreement by either party as provided herein prior to the expiration date.

10.4 At the request of the COUNTY and the Firefighters' Pension Plan Board of Trustees, the City amended Chapter 24, Division 2 of the Sarasota City Code, pursuant to Ordinance No. 96-3912, so as to provide for an immediate cost of living adjustment and to require that members of the Firefighters' Pension Plan retire from the COUNTY if transferred thereto as a result of the consolidation of fire and rescue service. In consideration thereof, and in consideration of the agreements of the CITY, as set
ARTICLE 12
TERMINATION OF AGREEMENT

12.1 COUNTY does hereby acknowledge that CITY is entering into this Agreement in full reliance upon COUNTY's fulfillment of the obligations herein imposed for the full term contemplated herein. CITY also acknowledges that COUNTY shall expressly assume the burden of service herein described for costs and at the expense of making numerous operational changes to and with COUNTY's existing system and that COUNTY is entering into this Agreement in reliance that CITY will continue in this Agreement for the full term stated herein. However, CITY and COUNTY realize that unforeseen events may occur that may cause one or the other party or both to seek termination of this Agreement in a manner consistent with the terms described below:

12.2 In its sole discretion, CITY may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to COUNTY; provided, however, except as provided in Section 12.4 herein, such termination shall not be effective until the beginning of the first fiscal year which is at least three hundred sixty-five (365) days after receipt of written notice by the COUNTY.

12.3 In its sole discretion, COUNTY may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to CITY; provided, however, except as provided in Section 12.4 herein, such termination shall not be effective until the beginning of the first fiscal year which is at least three hundred sixty-five (365) days after receipt of written notice by the CITY.

12.4 In the event of such termination, the CITY shall render such aid, coordination and cooperation to COUNTY that might be required for an expeditious and efficient termination of service.

12.5 COUNTY agrees and recognizes the necessity of providing continued emergency medical services to the citizens of the CITY. Therefore, within this Agreement, the COUNTY agrees that in the event of termination of this Agreement, including any renewal periods, the COUNTY shall support and approve and not oppose in any manner the issuance of all necessary licenses, certificates, documents or permits to allow CITY to reinstate the CITY's Fire and Emergency Medical Service as presently provided by CITY.

12.6 In the event of termination or expiration of this Agreement, COUNTY and CITY shall cooperate in good faith in order
12.8.2 All due process rights established by law, policy, procedures, or agreement shall be afforded to all qualified employees as those rights pertain to discipline, layoff or discharge in the CITY.

12.8.3 The CITY agrees that Length of Service and Time in Grade earned while a COUNTY employee, combined with any CITY employment time of a same nature, will transfer, in full, to the CITY's system, or subsequently designated system. Said level of service shall be usable by the employee for all benefits entitled any CITY employee under appropriate operational (i.e., vacation accumulation, vacation bids, and lay-off bumping rights).

12.8.4 The CITY agrees that each employee transferring to the CITY, shall have the right to select participation within the appropriate CITY's Pension Plan or remain with the Florida Retirement System, as provided by law.

12.8.5 The CITY and COUNTY mutually agree that Transferred Employees shall not be authorized to participate as active members in both the CITY's Pension Plan and the Florida Retirement System during the same employment period.

12.8.6 The parties agree that upon termination of the agreement, the CITY will voluntarily recognize IAFF Local 2546, if at the time of termination of the agreement, employees being employed by the CITY are represented by said union, providing that the union demonstrates at least a 66-2/3% showing of interest.

12.9 CITY agrees that upon termination or expiration of this Agreement, any employee who is enrolled in the CITY of Sarasota General Employees' Pension Plan or the City of Sarasota Firefighters' Pension Plan, to the extent permitted by state law or ordinance of the City of Sarasota, as amended, may continue their enrollment, at the employee's option, whether the employee continues employment with the COUNTY, or returns to CITY service.

ARTICLE 13

FACILITIES AND EQUIPMENT

13.1 CITY agrees to lease to the COUNTY for the sum of $1.00 per year structures, as identified in Attachment "C", for the housing and operation of services provided for herein payable by September 30 of each year.
13.8 The CITY agrees to pay the debt service for the fire station located on Waldemere Street. The COUNTY agrees to permit CITY or persons or organizations designated by CITY, to have access and the right to use the Waldemere fire station's training and meeting room. The CITY agrees to provide the COUNTY with reasonable notice of such use.

**ARTICLE 14**

**NOTICES**

14. All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

14.1 David R. Sollenberger, City Manager
City of Sarasota
1565 First Street
Sarasota, Florida 34236

14.2 John Wesley White, County Administrator
Sarasota County
101 S. Washington Boulevard
Sarasota, Florida 34236

**ARTICLE 15**

**AMENDMENTS**

15. The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

**ARTICLE 16**

**BINDING EFFECT**

16. This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.
Resolution #93-685
RESOLUTION NO. 93R-685

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA, DETERMINING THAT ORDINANCE 93-038 OF SARASOTA COUNTY RELATING TO THE CONTROL OF STORMWATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY IS NOT IN CONFLICT WITH ANY ORDINANCE OF THE CITY OF SARASOTA, FLORIDA; PROVIDING FOR THE READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sarasota is a co-applicant along with the other cities within Sarasota County, the County of Sarasota, and the Department of Transportation for a National Pollutant Discharge Elimination Systems Permit; and,

WHEREAS, 40CFR Section 122.26(d)(2)(i), as interpreted by the Environmental Protection Agency of the United States of America, requires that the co-applicants have legal authority to reduce pollutants discharged into the municipal storm sewer system; and,

WHEREAS, the County of Sarasota, pursuant to Ordinance 93-038 has implemented regulations providing the required legal authority to reduce pollutants discharged into the municipal storm sewer system and has the ability to enforce said regulations; and,

WHEREAS, Ordinance 93-038 is not in conflict with any City ordinance; and,

WHEREAS, the City of Sarasota desires that Ordinance 93-038 be effective within the municipal boundaries of the City of Sarasota and be enforced within said boundaries by the County of Sarasota.

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

Section 1. The City Commission hereby finds that the County of Sarasota has adopted Ordinance 93-038 providing regulations granting legal authority to the County of Sarasota to reduce pollutants discharged into storm sewer systems within the County. The City Commission hereby makes an affirmative finding that County Ordinance 93-038 is not in conflict with any ordinance of the City of Sarasota. The City Commission hereby makes a finding that
Ordinance 93-038 shall be enforceable within the municipal limits of the City of Sarasota by the County of Sarasota.

Section 2. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of Sarasota, Florida, upon reading by title only, after posting on the bulletin board 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 4th day of October, 1993.

Gene M. Pillot, Mayor

ATTEST:

Billy E Robinson
City Auditor & Clerk
Ordinance #95-3843
ORDINANCE NO. 95-3843

AN ORDINANCE OF THE CITY OF SARASOTA, FLORIDA AMENDING CHAPTER 2, ARTICLE V, DIVISION 5 RELATING TO CODE ENFORCEMENT, TO AMEND THE JURISDICTION OF THE CODE ENFORCEMENT SPECIAL MASTER AND TO CLARIFY VARIOUS PROVISIONS OF SUCH DIVISION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF IF DECLARED INVALID OR UNENFORCEABLE; ALLOWING FOR READING OF THIS ORDINANCE BY TITLE ONLY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida, amended Chapter 162, Florida Statutes, in Chapter 89-268, Laws of Florida effective October 1, 1989 to permit municipalities to adopt an alternate code enforcement system which gives code enforcement special masters the authority to hold hearings and assess fines against violators of municipal codes; and

WHEREAS, the City of Sarasota has adopted an alternative code enforcement system (Ordinance No. 90-3427), has provided for a code enforcement special master, and has otherwise provided for an expedited code enforcement system (Ordinance No. 91-3523); and

WHEREAS, the code enforcement special master and the Acting Director of Building, Zoning and Code Enforcement have recommended certain changes to the jurisdiction of the code enforcement special master and amendments to the code enforcement system so as to clarify same; and

WHEREAS, the City Commission finds that the revisions to the jurisdiction of the code enforcement special master and amendments to the code enforcement system as more particularly set forth herein will improve the code enforcement process, serve to expedite enforcement procedures and with otherwise serve 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 2, Administration, Article V, Boards, Commissions and Committee, Division 5. Code Enforcement Board, Sections 2-306 to 2-322 are hereby amended to read as follows:

"Division 5. Code Enforcement Special Master."
Section 2-306. Created; Purpose; Powers.

(a) There is hereby created, pursuant to Section 162.03 Florida Statutes (1989), the position of Code Enforcement Special Master for the City of Sarasota, Florida. The Code Enforcement Special Master shall exist for the purpose of enforcing the various technical codes in force in the city as are particularly set forth herein and he shall have such powers and duties to enforce such codes, conduct hearings and determine, impose and authorize the collection of fines where pending or repeat violations exist as provided for herein.

(b) Code Enforcement Special Masters:

1. The City Commission may appoint a Code Enforcement Special Master for the purpose of enforcing the various codes in force in the city as are particularly set forth herein. The Code Enforcement Special Master shall serve at the pleasure of the City Commission.

2. The Code Enforcement Special Master shall be an attorney and a resident of the City of Sarasota who possesses an outstanding reputation for civic pride, interest, responsibility, and business or professional ability. The appointment shall be made by the City Commission on the basis of experience or interest in the fields of zoning, building control, and code enforcement. The City Auditor and Clerk shall be responsible for the processing of all applications for the position of Code Enforcement Special Master.

3. The Code Enforcement Special Master shall not be a city employee, but may be compensated at a rate established by resolution of the City Commission based upon recommendation of the City Manager and City Attorney. In addition, the Code Enforcement Special Master may be reimbursed for such travel, mileage, and per diem as may be authorized by the City Commission.

4. The City Commission shall provide such clerical, administrative personnel and all legal services as the City Commission shall deem is reasonably required to support the activities of the Code Enforcement Special Master for the proper performance of his duties. The Code Enforcement Special Master shall not be authorized to engage, hire, or use any person, except those provided by the City Commission, to assist him in the performance of his duties.

5. The Code Enforcement Special Master shall have the powers and duties as set forth in this article and shall have jurisdiction over alleged violations of the provisions of this code as set forth in Section 2-309.

Section 2-307. Definitions.
As used in this division, the following words and terms shall have the following meanings:

**Code enforcement official** means the city manager, or his or her designees, responsible for the enforcement of the codes, ordinances, or regulations of the city.

**Codes, ordinances, or regulations** means the codes of the city which are specifically identified in section 2-309.

**Continuing violation** means a violation of a provision of a code, ordinance or regulation of the City which remains uncorrected beyond the reasonable time period for correction contained in the civil violation citation or an order of the Code Enforcement Special Master. For each day of continued violation after the time for correction has run, an additional penalty in the same amount as that prescribed by Section 2-320(a) for the original violation or as ordered by the Code Enforcement Special Master shall be added.

**Continuing repeat violation** means a repeat violation of a provision of a code, ordinance or regulation of the City which remains uncorrected after the date of the civil violation citation. For each day of continued repeat violation past the date of issuance of the civil violation citation, an additional penalty in the same amount as that prescribed by Section 2-320(b) for the original violation or as ordered by the Code Enforcement Special Master shall be added.

**Hearing** means a regular or special convening by the Code Enforcement Special Master to transact any business within the jurisdiction power of the Special Master, including hearings on alleged violations of codes, ordinances, or regulations.

**Prosecutor** means the attorney appointed by the City Manager or his designee to present cases to the code enforcement special master on behalf of the code enforcement official.

**Repeat Violation** means a violation of a provision of a code, ordinance, or regulation of the city by a person whom the Code Enforcement Special Master has previously found to have violated the same provision within five (5) years prior to the violation.

**Rules** mean the rules of procedure for the code enforcement special master.

**Respondent** means a person who has been charged with a violation of a code, ordinance, or regulation of the City which the Code Enforcement Special Master has jurisdiction to enforce.
Special Master means the Code Enforcement Special Master appointed by the City Commission.

Violator means a person who has been found to have violated a code, ordinance, or regulation of the city which the Code Enforcement Special Master has jurisdiction to enforce.

Section 2-308 Hearings; record of proceedings; bylaws.

(a) The Code Enforcement Special Master shall establish rules of procedure which shall be approved by the City Commission.

(b) The City Manager shall appoint the prosecutor who shall present all cases to the board.

Section 2-309 Jurisdiction

(a) The Code Enforcement Special Master shall have the jurisdiction and authority to hear and decide alleged violations of the following provisions of this Code, as the same may be amended from time to time:

(1) Animals, Sections 8-1-8-4, 8-8, 8-27, and 8-41-8-45.

(2) Buildings and Building Regulations, Chapter 11.

(3) Fire Protection and Prevention, Chapter 14.

(4) Fortunetellers, Clairvoyants, etc., Chapter 15.

(5) Garbage and Refuse, Chapter 16.

(6) Health and Sanitation, Chapter 17.

(7) Licenses, Chapter 19.

(8) Noise, Chapter 20.

(9) Offenses, Chapter 21:
   a. Wells or test holes, section 21-4.
   b. Removing dirt, sand or shell, section 21-43.
   c. Unattended or discarded iceboxes, refrigerators, etc., section 21-126.
   d. Off-street parking, litter receptacles required, section 21-201.
Containers for discarded building materials required, section 21-202 201.

(10) Peddlers and Solicitors, Chapter 23.

(11) Pollution, Chapter 27.

(12) Garage Sales, Chapter 28, Article I.

(13) Streets, Sidewalks and Other Public Places, Chapter 30.

(14) Subdivisions, Chapter 31.

(15) Trailers, Tents, etc., Chapter 34.

(16) Tree protection, Chapter 35.

(17) Water and Sewers, Chapter 37.

(18) Zoning, Chapter 38.

(19) Traffic, section 33-119(b).

(b) The Code Enforcement Special Master shall have the jurisdiction and authority to hear and decide any other matters as the City Commission shall determine is appropriate.

(c) The Code Enforcement Special Master shall have the jurisdiction and authority to affirm or modify penalties imposed by the code enforcement board, whose jurisdiction was repealed effective November 18, 1991, by Ordinance No. 91-3523.

(d) The jurisdiction of the Code Enforcement Special Master shall not be exclusive; and nothing contained in this division shall prevent the city from taking such other lawful action, including but not limited to resort to equitable action, as is necessary to enforce the provisions which are listed above. The jurisdiction of the board of adjustment or the board of rules and appeals shall not be construed to limit the powers of those boards so as to prevent them from exercising their authority on matters of common jurisdiction with the Code Enforcement Special Master.

Section 2-310. Procedure, initiation of proceedings.

(a) Proceedings before the Code Enforcement Special Master shall only be initiated by the code enforcement official. When the official finds or is made aware of the violation of a code, ordinance, or regulation within the jurisdiction of
the Code Enforcement Special Master, the official may issue a code enforcement notice or a civil violation citation to the person responsible which shall state the amount of the civil penalty for such violation as set forth in the schedule of civil penalties in Section 2-320 of this Chapter.

(b) Except in the case of a repeat violation, the code enforcement official who finds a violation shall determine a reasonable time period within which the person responsible must correct the violation. This determination shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent, and probability of danger or damage to the public; and other relevant factors relating to the reasonableness of the time period prescribed.

(c) The civil violation citation shall include, but not be limited to, the following:

1. date of issuance;
2. name of code enforcement official and division or department issuing the citation;
3. name and address of respondent;
4. section number(s) of the code sections violated;
5. brief description of the nature of the violation, including location, date, and time of violation;
6. amount of the civil penalty as set forth in Section 2-320 for which the violator may be liable;
7. instructions and due date for paying the civil fine or filing for an administrative hearing before the Code Enforcement Special Master to appeal the decision of the code enforcement official which resulted in the issuance of the civil violation citation and civil fine;
8. time within which the violation must be corrected, except in the case of a repeat violation;
9. notice that each day of continued violation after the time period for correction, if any, has run shall be deemed a continuing violation or continuing repeat violation subject to additional penalty in the same amount per day, without the need for additional citations of violation;
10. notice that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties, but not the accrual of continuing repeat violation penalties;

11. notice that failure to request an administrative hearing within twenty (20) days after the service of the civil violation citation shall constitute a waiver of the respondent's right to an administrative hearing before the Code Enforcement Special Master, and that such waiver shall constitute an admission of violation;

12. notice that the respondent may be liable for the reasonable costs of the investigation, prosecution and the administrative hearing should he be found guilty of the violation.

(d) A person who has been served with a civil violation citation shall elect to:

1. pay the civil penalty in the manner indicated on the citation, and correct the violation within the time specified on the citation, if any; or

2. request an administrative hearing before the Code Enforcement Special Master to appeal the decision of the code enforcement official which resulted in the issuance of the civil violation citation.

(e) A request for administrative hearing of the civil violation citation shall be accomplished by filing a request in writing to the Code Enforcement Special Master at the address indicated on the citation, to be received by the Code Enforcement Special Master not later than twenty (20) days after the service of the citation. The request by the respondent shall contain his complete mailing address to which notice of hearing shall be sent by regular mail.

(f) If the respondent fails to pay the civil penalty and to correct the violation within the time specified, if any, or to timely request an administrative hearing before the Code Enforcement Special Master, the Special Master shall be informed of such failure by report from the code enforcement official. Said report shall be by affidavit of the code enforcement official. Failure of the respondent to request an administrative hearing before the Code Enforcement Special Master within the prescribed time period shall constitute a waiver of that person's right to an administrative hearing before the Code Enforcement Special Master and shall be deemed
an admission of the violation and the Special Master shall impose civil penalties and costs as provided in Sections 2-311 and 2-315.

(g) Continuing violation penalties shall accrue from the day following the date set for correction contained in the civil violation citation until correction is made or until further order of the Code Enforcement Special Master. Continuing repeat violation penalties shall accrue from the date of the issuance of the civil violation citation until correction is made or until further order of the Code Enforcement Special Master. The accrual of such penalties for a continuing violation but not a continuing repeat violation shall be tolled by a timely request for an administrative hearing, as provided for in this section.

(h) Upon receipt of a timely request for an administrative hearing the City Manager or his designee shall docket the matter for hearing by the Code Enforcement Special Master on the next regularly scheduled hearing date or as soon thereafter as practicable.

(i) If the respondent, after notice by regular mail to the address provided by him in the written request for administrative hearing, fails to attend the hearing on his appeal before the Code Enforcement Special Master, such failure shall constitute a waiver of the violator's right to an administrative hearing before the Code Enforcement Special Master and shall be deemed an admission of the violation and the Special Master shall impose civil penalties and costs as provided in Sections 2-311 and 2-315.

Section 2-311. Hearing procedures.

(a) At a hearing before the Code Enforcement Special Master, the burden of proof shall be upon the prosecutor to show, by a preponderance of the evidence, that a violation does exist. Cases shall be presented to the Special Master by the attorney appointed for this purpose. The case, on behalf of the City shall be presented first; and the respondent, or his duly designated representative, shall then be provided an opportunity to present his case. All hearings shall be held at City Hall, located at 1565 First Street or other such place as designated by the City Manager and shall be open to the public.

(b) In the event multiple violations are alleged, the respondent shall not be entitled to separate hearings thereon, unless ordered by the Special Master.
(c) All testimony shall be under oath. The Code Enforcement Special Master shall have the power to administer an oath to any witness. The Special Master shall take testimony from the code enforcement official, the respondent and any other witness familiar with the case or having knowledge concerning it. The Special Master shall not be bound by formal rules of evidence. Irrelevant, immaterial or unduly repetitious evidence shall be excluded; but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in a court of law within the state. The respondent, or his duly authorized representative, and the prosecutor shall be permitted to inquire of any witness before the Special Master. All hearings before the Special Master shall be conducted so as to ensure fundamental due process.

(d) As soon as practicable after the conclusion of the hearing, the Code Enforcement Special Master shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. All written orders shall be mailed to the respondent. In any case where multiple violations are alleged, the hearing before the Special Master shall proceed as to all violations. A separate hearing shall not take place as to each alleged violation relating to the same person or property.

(e) If the Code Enforcement Special Master finds that the respondent did not commit any of the violations as alleged, the notice of violation or citation shall be dismissed. In such case, the respondent shall not be liable for the payment of any civil penalties or any costs of the investigation, prosecution and the administrative hearing. In the event multiple violations are alleged, the Special Master shall dismiss only those which he finds the respondent did not commit.

(f) If the Code Enforcement Special Master finds that the respondent committed any of the violations alleged, or if the respondent waived his right to an administrative hearing by the provisions of this Chapter, the Special Master shall assess the accrued civil penalties upon such violator for each such violation according to the schedule of civil penalties set forth in Section 2-320 and shall assess such other civil penalties as provided in Section 2-315. The Special Master shall have the power to reduce any civil penalties which may have accrued prior to the hearing. The Special Master may assess reasonable costs incurred by the City for the investigation and prosecution of the matter and for the administrative hearing, as follows:
Inspection Frequency

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<tbody>
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<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>$261.00</td>
<td>$281.00</td>
<td>$302.00</td>
<td>$322.00</td>
<td>$342.00</td>
<td></td>
</tr>
</tbody>
</table>

For more than six (6) inspections, the cost shall be $20.00 for each additional inspection.

(g) Unless the violation which was the subject of the administrative hearing was a repeat violation or was corrected prior to the date of the hearing, the Code Enforcement Special Master shall determine whether the date established for correction of the violation as set forth in the citation shall be extended beyond the date of the hearing. If the Special Master determines that the time period from the service of the citation to the date of the hearing was a reasonable time within which the violator should have corrected the violation, the civil penalties imposed by the Special Master in addition to the accrued fines and administrative costs, shall commence the day following the oral rendition of the Special Master's decision. If the Special Master determines that the violator has not had a reasonable time in which to correct the violation or if the interests of fairness and equity require, the Special Master shall establish a reasonable time period within which the violator must correct the violation or be subject to additional civil penalties as provided for in this Chapter. No additional hearings shall be necessary for the imposition of such additional civil penalties.

(h) A certified copy of an order of the Code Enforcement Special Master may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, and the findings and orders therein shall be binding upon the violator and any subsequent purchasers, successors in interests.

(i) The Code Enforcement Special Master shall be bound by the interpretations and decisions of duly authorized Boards of the City concerning the provisions of the codes, ordinances and regulations within their respective jurisdictions.

Section 2-312. Powers.

(a) The Code Enforcement Special Master shall have the power to:

1. Establish rules of procedure for the conduct of hearings, as provided in Section 2-308(a), herein:
2. Issue subpoenas for records, surveys, plats, documentary materials or any other evidence;

3. Subpoena witnesses to appear at its hearings. Subpoenas may be served by the police department or the county sheriff's department;

4. Take testimony under oath;

5. Issue orders having the force and effect of law which can command such steps as are necessary to bring a violation into compliance with the code, ordinance or regulation that has been violated;

6. Order the payment of fines as is provided for in Sections 2-311 and 2-315 and the payment of reasonable costs, as provided for in Section 2-311, incurred by the City for the investigation and prosecution of the matter, for the administrative hearing, and for the recording of orders and satisfactions of liens.

Section 2-313. Subpoena procedures.

Subpoenas shall be issued in the name of the Code Enforcement Special Master and shall be signed by the city auditor and clerk. Both the code enforcement official and the respondent or his designated representative, shall be entitled to request the City Auditor and Clerk to issue subpoenas. Subpoenas shall be prepared in the office of the city auditor and clerk and shall bear the official seal of the city. The Special Master shall adopt rules governing the issuance of subpoenas. Persons subpoenaed shall be entitled to a witness fee and mileage compensation as provided for in § 92.142, Florida Statutes, as amended. The witness fee, mileage payment, and service fee shall be borne by the party requesting the subpoena and shall be paid in advance of the subpoena being issued. The City Auditor and Clerk shall have the right to charge a reasonable fee for each subpoena issued. The names of persons for whom subpoenas have been issued shall be deemed a matter of public record.

Section 2-314. Continuances.

The Code Enforcement Special Master shall have the discretion to determine whether or not a continuance should be granted in any matter pending before him. The Code Enforcement Special Master may grant continuances if a witness cannot be served with a subpoena or if a subpoenaed witness fails to appear. No continuance shall
be granted except at the request of the prosecutor or the alleged violator, or his duly designated representative, and only on a finding by the Special Master that the same is required in the interests of justice, will not be inequitable to the other party, and will not unduly delay the expeditious resolving of the matter of the alleged violation. The decision of the Special Master to refuse to grant a continuance shall not affect the validity of the proceedings on any docketed hearing.

Section 2-315. Penalties.

(a) The Code Enforcement Special Master may order a violator to pay a fine, not exceeding two hundred fifty dollars ($250.00) for each violation and a fine not exceeding $250.00 per day, for each continuing violation and all accrued fines and costs as provided for in this Chapter.

(b) The Code Enforcement Special Master may order a repeat violator to pay a fine not exceeding five hundred dollars ($500.00) for each repeat violation and a fine not exceeding $500.00 per day for each continuing repeat violation and all accrued fines and costs as provided for in this Chapter.

(c) The Code Enforcement Special Master may reduce a fine imposed pursuant to this Chapter.

(d) A certified copy of the order imposing the fine or assessing costs may be recorded in the public records of the county. Upon recording, the order shall constitute a lien against any real or personal property owned by the violator. Such lien shall be superior to all other liens, except a lien for taxes and shall bear interest at the rate of twelve (12%) percent per annum from the date of its filing. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the real or personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this Chapter shall continue to accrue until the violator corrects the violation or until a judgment is rendered in a suit to foreclose on lien filed pursuant to this subsection whichever occurs first. The City Attorney or his designee is authorized to foreclose any lien established hereby in the same manner as is provided by law for the foreclosure of other municipal liens or alternatively, as provided by law for the foreclosure of mortgages. No lien created pursuant to this chapter may
be foreclosed on real property which is homestead under S.4, Art. X of the State Constitution.

(e) In an action to enforce an order or to foreclose on a lien as provided in this section, the City shall be entitled to recover all costs, including a reasonable attorneys fee, that it incurs thereby.

Section 2-316. Notices.

All notices required by this division shall be provided in accordance with the provisions of Section 162.12, Florida Statutes, as amended.

Section 2-317. Public records; record on appeal.

(a) As provided for in Chapter 119, Florida Statutes, as amended, all documents, minutes, and records of the Code Enforcement department shall be public records, to include the name of any person who provides information to a code enforcement official concerning an alleged violation.

(b) If a party to the proceedings before the Code Enforcement Special Master should decide to appeal the decision of the Special Master, a verbatim record of the proceedings may be required, or may be desirable. It shall be the sole responsibility of each party to the proceedings to ensure that a record is made which includes the testimony upon which an appeal may be taken. The city shall have no responsibility to provide a verbatim transcript of the proceedings at its sole expense.

Section 2-318. Appeal.

(a) An aggrieved party, including the city, may appeal a ruling or order of the Code Enforcement Special Master by proceedings in the circuit court for the county in accordance with the Florida Rules of Appellate Procedure. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The nature of the appeal shall be from a final administrative order.

Section 2-319. Rehearing of Code Enforcement Special Master action.

(a) Either the prosecutor or the violator may request a rehearing of the decision of the Code Enforcement Special Master. A request for rehearing shall be made, in writing, and shall be delivered to the city auditor.
and clerk within ten (10) days of the date that the order of Special Master is mailed pursuant to section 2-311. A request for rehearing shall be based only on the grounds that the decision was contrary to the evidence or that the hearing involved an error on a ruling of law which was fundamental to the decision of the Special Master. The written request for rehearing shall specify the precise reasons therefor.

(b) The Special Master shall make a determination as to whether or not to rehear the matter. If the Special Master determines he will grant a rehearing, he may:

(1) Schedule a hearing where the parties will be given the opportunity of presenting evidence or argument limited by the Special Master to the specific reasons for which the rehearing was granted; or

(2) Modify or reverse his prior order, without receiving further evidence, providing that the change is based on a finding that the prior decision of the Special Master resulted from a ruling on a question of law which the Special Master has been informed was an erroneous ruling.

(c) Until a request for rehearing has been denied or otherwise disposed of, the order of the Special Master shall be stayed; and the time for taking an appeal, pursuant to section 2-318, shall not commence to run until the date upon which the Special Master has finally disposed of the request for rehearing by denying the same, or otherwise.

Section 2-320. Schedule of civil penalties.

(a) The provisions of this Code and the fines payable for violations in each instance are as set forth opposite each listed violation:

<table>
<thead>
<tr>
<th>Section</th>
<th>Subject</th>
<th>Fine per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sec. 8-1</td>
<td>Harboring offensive or dangerous animal or fowl</td>
<td>$50.00</td>
</tr>
<tr>
<td>Sec. 8-2</td>
<td>Animals running at large</td>
<td>$50.00</td>
</tr>
<tr>
<td>Sec. 8-3</td>
<td>Keeping of pigs and hogs</td>
<td>$50.00</td>
</tr>
<tr>
<td>Sec. 8-4</td>
<td>Stables, coops, etc., within places where food is kept</td>
<td>$25.00</td>
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<tr>
<td>Sec. 8-8</td>
<td>Removal &amp; burial of dead animals</td>
<td>$50.00</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Fine</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>8-27</td>
<td>Darkening, howling or biting</td>
<td>$50.00</td>
</tr>
<tr>
<td>8-41</td>
<td>Definition of fowl</td>
<td>$50.00</td>
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<tr>
<td>8-42</td>
<td>Running at large (fowl)</td>
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<tr>
<td>8-43</td>
<td>Coops to be clean</td>
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<td>8-44</td>
<td>Noisy Fowl</td>
<td>$50.00</td>
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<tr>
<td>8-45</td>
<td>Complaints to Chief of Police, notice to owner to remove</td>
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<td>11-1</td>
<td>Building Codes:</td>
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<td>Administrative</td>
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<td>Technical</td>
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<td>Fire Prevention &amp; Protection:</td>
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<td>Technical</td>
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<td>Licensing</td>
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<tr>
<td>15-1</td>
<td>Fortune Tellers, Clairvoyants, etc.</td>
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<tr>
<td>16</td>
<td>Recycling and Solid Waste</td>
<td>$50.00</td>
</tr>
<tr>
<td>17-1</td>
<td>Health and sanitation</td>
<td>$100.00</td>
</tr>
<tr>
<td>19-1</td>
<td>Licenses</td>
<td>$100.00</td>
</tr>
<tr>
<td>20</td>
<td>Noise</td>
<td>$50.00</td>
</tr>
<tr>
<td>21-4</td>
<td>Wells of test holes</td>
<td>$50.00</td>
</tr>
<tr>
<td>21-5</td>
<td>Unlawful use of real property</td>
<td>$50.00</td>
</tr>
<tr>
<td>21-43</td>
<td>Removing dirt, sand or shell</td>
<td>$25.00</td>
</tr>
<tr>
<td>21-126</td>
<td>Discarded refrigerators</td>
<td>$250.00</td>
</tr>
<tr>
<td>21-201</td>
<td>Off-street parking/litter receptacles</td>
<td>$250.00</td>
</tr>
<tr>
<td>21-202</td>
<td>Construction site containers</td>
<td>$25.00</td>
</tr>
<tr>
<td>23-1</td>
<td>Peddlers and Solicitors</td>
<td>$20.00</td>
</tr>
<tr>
<td>27-1</td>
<td>Pollution</td>
<td>$50.00</td>
</tr>
<tr>
<td>29.5-7</td>
<td>Curb cuts and driveways</td>
<td>$25.00</td>
</tr>
<tr>
<td>30</td>
<td>Streets, sidewalks and other public places</td>
<td>$50.00</td>
</tr>
<tr>
<td>31-1</td>
<td>Subdivisions</td>
<td>$25.00</td>
</tr>
<tr>
<td>34-1</td>
<td>Trailers, tents</td>
<td>$25.00</td>
</tr>
<tr>
<td>35-21</td>
<td>Tree protection</td>
<td>$100.00</td>
</tr>
<tr>
<td>37-1</td>
<td>Water and sewer</td>
<td>$50.00</td>
</tr>
<tr>
<td>38-1</td>
<td>Zoning</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

All other violations: $100.00

(b) For a repeat violation, the fines payable for violations as set forth in subsection (a) herein shall be double the amount of the penalty prescribed for the original violation.

Section 2. It is hereby declared the intention of the City Commission that the sections, paragraphs, sentences, clauses and
phrases of this Ordinance 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 of this Ordinance.

Section 3. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED on first reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to first reading, as authorized by Article IV, Section 2(d) of the Charter of The City of Sarasota, Florida this 20th day of March, 1995.

PASSED on second reading and finally adopted this 3rd day of April, 1995.

[Signature]
MAYOR

ATTEST:

[Signature]
CITY AUDITOR AND CLERK
Sarasota County Ordinance #93-038
ORDINANCE NO. 93-038

AN ORDINANCE OF SARASOTA COUNTY, FLORIDA RELATING TO THE CONTROL OF STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY, AS DEFINED UNDER 40 CFR SECTION 122.26(b)(14), ILLICIT DISCHARGE AS DEFINED UNDER 40 CFR SECTION 122.26(b)(2) AND SPILLS AND DUMPING; AMENDING SECTION 6 OF SARASOTA COUNTY ORDINANCE NO. 72-37 RELATING TO WATER POLLUTION; AMENDING SUBSECTION 4(M) OF SARASOTA COUNTY ORDINANCE NO. 72-37 RELATING TO ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODING OF AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDEIGNED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA:

SECTION 1. Amendment to Section 6 of Ordinance No. 72-37.

Section 6 of Sarasota County Ordinance No. 72-37 is amended to add the following:

J. Storm Water

1. Definitions:

a) Illicit Discharge: any discharge to a municipal separate storm sewer that is not composed entirely of storm water except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from fire fighting activities.

b) NPDES: is an acronym for National Pollutant Discharge Elimination System. NPDES is the National program for issuing, modifying, revoking, etc., permits under Sections 307, 318, 402, and 405 of the Clean Water Act (CWA).

c) Separate Storm Sewer System or Storm Sewer: means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

(i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other...
3. **Enforcement:**

   a) If the Pollution Control Officer or designee determines that storm water or other matter is being discharged in violation of this Ordinance, then the Pollution Control Officer may order the immediate cessation of such discharge.

   b) The provisions of this subsection 6(J) may be enforced through proceedings before the Sarasota County Code Enforcement Special Master or through any other remedy available to Sarasota County in law or in equity, including injunctive relief. Sarasota County shall recover its court costs and a reasonable attorney's fee in any legal proceedings commenced to enforce this ordinance.

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**SECTION 2. Amendment to Subsection 4(M) of Ordinance No. 72-37.**

Subsection 4(M) of Sarasota County Ordinance No. 72-37 is amended to read:

M. Violations resulting in issuance of a Notice of Violation which are not corrected within a reasonable time specified in the Notice of Violation, shall result in a hearing before a Special Master pursuant to Ordinance 90-62 93-06, as may be amended from time to time, or initiation of any other action available by law in a court of competent jurisdiction.

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**SECTION 3. Severability.**

Should any portion of this ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any portion thereof other than the portion so declared to be unconstitutional or invalid.

The Board of County Commissioners, sitting as the Sarasota County Land Development Regulation Commission, has reviewed the proposed regulations provided herein and has found and recommended that the regulations are consistent with the Sarasota Comprehensive Plan.

---

**SECTION 4. Coding of Amendments.**

In this ordinance, language added to an existing ordinance is underscored and language deleted is typed in strike-through type.
Capital Improvements Prioritization List
<table>
<thead>
<tr>
<th>Project No.</th>
<th>NAME / LOCATION DESCRIPTION</th>
<th>PHASE APPROPRIATED</th>
<th>CONSULTANT CONTRACTOR $ FUNDED</th>
<th>PROJECTED COMPLETION</th>
<th>BASIN</th>
<th>ESTIMATED COST</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-93-4</td>
<td>Newtown Canal... pipe 2165 ft. of open canal, 20th Street, U.S. 301 to Osprey &amp; Osprey Avenue, 20th to 21st Street.</td>
<td>Design/Eng. $113,000</td>
<td>WMBP $113,000.00</td>
<td>FY96</td>
<td>Whitaker</td>
<td>0.00</td>
<td>No City funding involved. - Funded by Sarasota County as conditioned by City’s donation of land to County for their 17th Street Project. Design is 85% complete.</td>
</tr>
<tr>
<td>4-90-2</td>
<td>15th-19th Streets East of Central Avenue Hazardous street flooding Previously Approved</td>
<td>Design/Eng. Complete</td>
<td>AM Engr. $29,000.00</td>
<td>May 96</td>
<td>Whitaker</td>
<td>$126,000.00</td>
<td>Eminent Domain judgement has provided easement for project. Borrowing authorized by City. To Board of Commissioners on 25 June 96 for award of construction.</td>
</tr>
<tr>
<td>5-91-3</td>
<td>Anglin Drive North and Siesta Key Nuisance street flooding Previously Approved</td>
<td>Design/Eng.</td>
<td>AM Engr. $25,000.00</td>
<td>Completed October 95</td>
<td>Coastal</td>
<td>$88,000.00</td>
<td>Project completed on 20 May 1996. Utilized 1985 G.O. Bond Funds from City.</td>
</tr>
<tr>
<td>6-93-8</td>
<td>Leon-Noble Avenues Between Dr. Martin Luther King, Jr. Way and 28th Street Structure flooding Previously Approved</td>
<td>Design/Eng. $38,000</td>
<td>Bishop &amp; Assoc $38,000.00</td>
<td>June 96</td>
<td>Whitaker</td>
<td>$292,000.00</td>
<td>Design is 80% completed. Construct pending the obtaining of easements. Borrowing via short term loans or bonds authorized by City.</td>
</tr>
<tr>
<td>7-93-2</td>
<td>Euclid Avenue @ Courtland St. Remove failing piping and create an open drainage conveyance.</td>
<td>Design/Eng. $22,000</td>
<td>AM Engr. $22,000.00</td>
<td>June 96</td>
<td>Hudson</td>
<td>$172,000.00</td>
<td>Culverts and roadway are rapidly failing, causing hazardous roadway conditions. City Commission approved open channel concept on 20 May, 1996.</td>
</tr>
<tr>
<td>Project No.</td>
<td>NAME / LOCATION DESCRIPTION</td>
<td>PHASE $ APPROPRIATED</td>
<td>CONSULTANT CONTRACTOR $ FUNDED</td>
<td>PROJECTED COMPLETION</td>
<td>BASIN</td>
<td>ESTIMATED COST</td>
<td>COMMENTS</td>
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</tr>
<tr>
<td>8A-93-2</td>
<td>Arlington Canal / Bypass Waldemere Street to Bahia Vista</td>
<td>Design/Eng. $47,000</td>
<td>AM Engr. $47,000.00</td>
<td>Completed May 1966</td>
<td>Hudson</td>
<td>$744,000.00</td>
<td>Design is completed.</td>
</tr>
<tr>
<td></td>
<td>Identified by Basin Plan to relieve up-stream structure flooding.</td>
<td>Right-of-Way N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Previously Approved</td>
<td>Construction $697,000</td>
<td>0.00</td>
<td>May 97</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8B-93-2</td>
<td>Arlington Canal Improvements between Sarasota High School and Bahia Vista.</td>
<td>Design/Eng. $34,000</td>
<td>Minder 0.00</td>
<td>March 97</td>
<td>Hudson</td>
<td>$139,000.00</td>
<td>Use short term borrowing to fund design and right-of-way acquisition.</td>
</tr>
<tr>
<td></td>
<td>To relieve up-stream structure flooding.</td>
<td>Right-of-Way $33,000</td>
<td>N/A</td>
<td>FY96/97</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Previously Approved</td>
<td>Construction $72,000</td>
<td>0.00</td>
<td>FY97/98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8C-93-2</td>
<td>Arlington Canal east of US 41</td>
<td>Design/Eng. $5,000</td>
<td>Minder 0.00</td>
<td>March 97</td>
<td>Hudson</td>
<td>$35,000.00</td>
<td>Use short term borrowing to fund design</td>
</tr>
<tr>
<td></td>
<td>Widening the north side of the canal from US 41 upstream to Euclid Canal to relieve up-stream structure flooding.</td>
<td>Right-of-Way N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Previously Approved</td>
<td>Construction $30,000</td>
<td>0.00</td>
<td>FY97/98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8D-93-2</td>
<td>Arlington Canal @ Hawthorne Street</td>
<td>Design/Eng. $24,000</td>
<td>Minder 0.00</td>
<td>March 97</td>
<td>Hudson</td>
<td>$100,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replacing an existing 72&quot; CMP with a double 72&quot; RCP to relieve up-stream structure flooding.</td>
<td>Right-of-Way N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Previously Approved</td>
<td>Construction $76,000</td>
<td>0.00</td>
<td>FY97/98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9-91-5</td>
<td>Area between 47th Street and Mecca Drive</td>
<td>Design/Eng. $1,040,000</td>
<td>U.S. Army USACE/SEU</td>
<td>FY98/99</td>
<td>Whitaker</td>
<td>Yet to be determined</td>
<td>Part of various projects to be determined by the USACE and SEU via Whitaker Bayou Basin Plan Study.</td>
</tr>
<tr>
<td></td>
<td>General street and property flooding.</td>
<td>Right-of-Way $1,190,00</td>
<td></td>
<td>FY99/00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Previously Approved</td>
<td>Construction $0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project No.</td>
<td>NAME / LOCATION DESCRIPTION</td>
<td>PHASE $ APPROPRIATED</td>
<td>CONSULTANT CONTRACTOR $ FUNDED</td>
<td>PROJECTED COMPLETION</td>
<td>BASIN</td>
<td>ESTIMATED COST</td>
<td>COMMENTS</td>
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</tr>
</tbody>
</table>
| 10-93-12  | West end of Siesta Bridge  
Hazardous street flooding effecting evacuation route.  
Previously Approved | | | | Coastal | 0.00 | FDOT interim facilities to be constructed FY 95 / 96 (per FDOT). Project is No. 17 in MPO's 1995 Major Improvement Project Priority List, but not placed on FDOT List. |
| 11A-95-11A | School Avenue by-pass piping  
Construct 1600' of 48” pipe from Sarasota High to Hudson Bayou.  
To relieve up-stream structure flooding. | Design/Eng. $136,000  
Right-of-Way $0  
Construction $278,000 | Boyle | FY97/98 | Hudson | $414,000.00 | Identified by the Basin Master Plan. |
| 11B-95-11B | Construct retention ponds, desilting facility, outfall structures and water quality inlets in Euclid Canal.  
To relieve up-stream structure flooding | Design/Eng. $194,000  
Right-of-Way $0  
Construction $919,000 | Boyle | FY96/97 | Hudson | $1,073,000.00 | Identified by the Basin Master Plan.  
$80,000 grant from Basin Board for design work. |
| 11C-95-11C | Construct two water quality inlets  
on Hudson Bayou at Novus Street and west of Ohio Place. | Design/Eng. $194,000  
Right-of-Way $0  
Construction $512,000 | | FY97/98 | Hudson | $706,000.00 | |
| 11D-95-11D | Euclid Canal Improvements, increase culverts under Railroad and activate a 54” culvert under Fruitville Road. Relieve up-stream structure flooding. | Design/Eng. $33,000  
Right-of-Way $5,000  
Construction $73,000 | | FY97/98 | Hudson | $111,000.00 | Identified by the Basin Master Plan. |
| 12-93-17* | East Avenue - Main Street to Ringling Boulevard  
Replace failing pipe.  
Hazards to traffic and emergency vehicles from sinkholes at pipe failures. | Design/Eng. $11,000  
Right-of-Way $0  
Construction $46,000 | AM Engr. | June 95 | Hudson | $57,000.00 | Pipe was inspected May 1995. Design is 90% complete. |
<table>
<thead>
<tr>
<th>Project No. YEAR and PRIORITY</th>
<th>NAME / LOCATION DESCRIPTION</th>
<th>PHASE $ APPROPRIATED</th>
<th>CONSULTANT CONTRACTOR $ FUNDED</th>
<th>PROJECTED COMPLETION</th>
<th>BASIN</th>
<th>ESTIMATED COST</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-96-13</td>
<td>East Ave. - Hyde Park to Floyd Streets. System undersized and failing. Structure flooding.</td>
<td></td>
<td></td>
<td></td>
<td>Hudson</td>
<td>$520,000.00</td>
<td>Replace approximately 2000' pipe and inlets.</td>
</tr>
<tr>
<td>14-96-14</td>
<td>Laurent Avenue @ Hillview Street</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$0.00</td>
<td>Area will be effected by future expansion of the Hospital.</td>
</tr>
<tr>
<td>15-93-25</td>
<td>12th Street at Lockwood Ridge Road Intersection flooding. Hazard to traffic and emergency vehicles.</td>
<td></td>
<td></td>
<td></td>
<td>Phillippi</td>
<td>$290,000.00</td>
<td>Obtain easement, install approximately 1000' pipe and 4 inlets.</td>
</tr>
<tr>
<td>16-93-14*</td>
<td>Mietaw Drive @ Seminole Drive to McClellan Parkway. Pipe failing causing street failure. Hazard to traffic and emergency vehicles.</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$285,000.00</td>
<td>Replace approximately 1100' of failing pipe.</td>
</tr>
<tr>
<td>17-93-16*</td>
<td>Clematis Street to Wisteria Street in Euclid right-of-way. Failing pipe causing street failure and undermining power poles along street. Hazard to traffic, emergency vehicles and infrastructure.</td>
<td>Design/Eng. $ 25,000</td>
<td>Boyle Right-of-Way $ 0</td>
<td>July 96</td>
<td>Phillippi</td>
<td>$130,000.00</td>
<td>Replace approximately 500' of pipe.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction $ 105,000</td>
<td></td>
<td>October 96</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18-93-21</td>
<td>Easement from Shade Avenue to Euclid Canal parallel to north of Pelican Drive. Failing pipe causing flooding on Shade Avenue. Hazard to traffic and emergency vehicles.</td>
<td></td>
<td></td>
<td></td>
<td>Hudson</td>
<td>$338,000.00</td>
<td>Replace approximately 1300' pipe.</td>
</tr>
<tr>
<td>19-96-19*</td>
<td>High Point Drive Street and structure (garage) flooding due to undersized facilities.</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$80,000.00</td>
<td>Obtain easement, install approximately 220' pipe and inlet.</td>
</tr>
<tr>
<td>Project No. YEAR and PRIORITY</td>
<td>NAME / LOCATION DESCRIPTION</td>
<td>PHASE $ APPROPRIATED</td>
<td>CONSULTANT CONTRACTOR $ FUNDED</td>
<td>PROJECTED COMPLETION</td>
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</tr>
<tr>
<td>20-96-20</td>
<td>Harbor Acres drainage</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$312,000.00</td>
<td>Install additional drain pipes/inlets at 2 or more locations.</td>
</tr>
<tr>
<td>21-96-21*</td>
<td>South end Gulfstream Avenue</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$10,000.00</td>
<td>Install approximately 75' pipe.</td>
</tr>
<tr>
<td>22-96-22</td>
<td>8th Street from Lime Avenue to Railroad tracks</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$150,000.00</td>
<td>Install larger conveyances (approximately 300')</td>
</tr>
<tr>
<td>23-95-14*</td>
<td>Fauble Street and Garden Lane</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$55,000.00</td>
<td>Install approximately 150' pipe and two inlets.</td>
</tr>
<tr>
<td>24-93-18</td>
<td>Goodrich Avenue - 6th to 10th Streets</td>
<td></td>
<td></td>
<td></td>
<td>Business</td>
<td>$311,000.00</td>
<td>Replace 1200' of pipe.</td>
</tr>
<tr>
<td>2595-13*</td>
<td>Erie Court @ Heron Lane</td>
<td></td>
<td></td>
<td></td>
<td>Phillippi</td>
<td>$110,000.00</td>
<td>Construct approximately 300' pipe and two inlets.</td>
</tr>
<tr>
<td>26-93-24*</td>
<td>Bayshore Circle at Tennessee Lane</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$5,000.00</td>
<td>Construct 2 storm inlets.  City to seek providing funds to expedite this project.</td>
</tr>
<tr>
<td>27-96-27</td>
<td>Hibiscus - Goldenrod Streets from East Avenue to School Avenue, Nuisance street flooding.</td>
<td></td>
<td></td>
<td></td>
<td>Phillippi</td>
<td>$283,000.00</td>
<td>Construct approximately 1040' pipe and five inlets.</td>
</tr>
<tr>
<td>Project No.</td>
<td>NAME / LOCATION DESCRIPTION</td>
<td>PHASE $ APPROPRIATED</td>
<td>CONSULTANT CONTRACTOR $ FUNDED</td>
<td>PROJECTED COMPLETION</td>
<td>BASIN</td>
<td>ESTIMATED COST</td>
<td>COMMENTS</td>
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<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>28-93-26</td>
<td>Beethoven Avenue at Jolson Drive, nuisance street flooding.</td>
<td></td>
<td></td>
<td></td>
<td>Phillipi</td>
<td>$317,000.00</td>
<td>Construct approximately 1200’ pipe and four inlets.</td>
</tr>
<tr>
<td>29-96-29*</td>
<td>Loma Linda Court - La Sula Court to U.S. 41 street flooding due to lack of conveyance to outfall.</td>
<td></td>
<td></td>
<td></td>
<td>Hudson</td>
<td>$222,000.00</td>
<td>Obtain easement, construct approx. 200’ pipe, resurface Prospect Street.</td>
</tr>
<tr>
<td>30-96-30*</td>
<td>Sixth Street - Hidden Lake Village - street flooding due to lack of outfall.</td>
<td></td>
<td></td>
<td></td>
<td>Phillipi</td>
<td>$116,000.00</td>
<td>Obtain easement, construct 370’ pipe.</td>
</tr>
<tr>
<td>31-93-23*</td>
<td>Robin Drive, street flooding</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$78,000.00</td>
<td>Install additional drainage pipes.</td>
</tr>
<tr>
<td>32-93-19*</td>
<td>45th Street at Charles Ave. and at Bayshore Road Street flooding.</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$5,000.00</td>
<td>Reconstruct storm inlets City to seek providing funds to expedite this project.</td>
</tr>
<tr>
<td>33-96-33*</td>
<td>Bayshore Road to Sarasota Bay Pipe joints leaking, inaccessible for repair due to masonry wall and landscaping in easement across private property.</td>
<td></td>
<td></td>
<td></td>
<td>Coastal</td>
<td>$10,000.00</td>
<td>Slipline outfall pipe. City to seek providing funds to expedite this project.</td>
</tr>
</tbody>
</table>

**Total** $7,684,000.00