AGENDA
BRADENTON COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
8:30 a.m. Thursday, November 16, 2023
COUNCIL CHAMBERS

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the Community Redevelopment Agency of the City of Bradenton. Comments will be accepted on the public hearings at the appropriate time.

4. CONSENT AGENDA

a) Community Redevelopment Agency: 10-31-2023 CRA Meeting Minutes

10-31-2023 CRA Meeting Minutes Final.pdf

b) Community Redevelopment Agency: Resolution CRA BA 23-08 - Budget Amendment for Fund 131 (Central)
Resolution CRA BA 23-08 - Central CRA.pdf

c) Community Redevelopment Agency: Resolution CRA BA 23-09 - Budget Amendment for Fund 132 (Bradenton)
Resolution CRA BA 23-09 - Bradenton CRA.pdf

d) Community Redevelopment Agency: Resolution CRA BA 23-10 - Budget Amendment for Fund 133 (14th Street)
Resolution CRA BA 23-10 - 14th Street CRA.pdf

5. ALL CRA DISTRICTS

a) Community Redevelopment Agency: Community Advisory Committee (CAC) Policies
CRA CAC Policies 2023-11-07 with Highlighted Changes.pdf

b) Community Redevelopment Agency: 2024 CRA Board Proposed Meeting Dates
2024 CRA Meeting Proposed Dates.PDF

6. BRADENTON CRA

a) Community Redevelopment Agency: Agreement for Commission of Public Artwork at Mineral Springs Park at Riverwalk East

Final Public Art Agreement 11.7(4011246.3)_With Exhibit 1 Attached-updated (003).pdf

7. OTHER DISCUSSION / NEW BUSINESS

8. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE THE CRA BOARD

Please place cell phones on silent mode!

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information, should contact:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9470
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. También, puede llamar al (941) 932-9470 o enviar correo electrónico a ADACoordinator@cityofbradenton.com.

AT COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the CRA. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are

required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the CRA Board, they should complete a comment card available at the back of the Chamber and submit such card to the CRA Program Administrator.

At the appropriate time during the meeting, the Chair will call speakers to come forward. After being recognized by the Chair, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent.

The speaker should then proceed to state their position or present their information. An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Chair or consensus of the CRA Board.

Additional time will be allowed (up to 10 minutes at the discretion of the Chair or consensus of the CRA Board) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the Program Administrator. If you wish to display a drawing or rendering, contact Karen Kyser, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the CRA for the official record.

AGENDA ITEM NO. 4.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: November 16, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Minutes

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: 10-31-2023 CRA Meeting Minutes

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
CRA October 31, 2023, Meeting Minutes

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Move to approve Meeting Minutes for the October 31, 2023, CRA Board Meeting

ATTACHMENTS:
10-31-2023 CRA Meeting Minutes Final.pdf

CITY OF BRADENTON
COMMUNITY REDEVELOPMENT AGENCY MEETING

City Hall Council Chamber
101 Old Main Street
Bradenton, FL 34205

Minutes
Tuesday, October 31, 2023

In Attendance: Vice Chair, Marianne Barnebey, Board Member, Lisa Gonzalez Moore, Board Member, Jayne Kocher, Board Member, Pam Coachman
Excused Absence: Chairman, Josh Cramer

CRA Staff: - Jeff Burton, CRA Executive Director, Chris Munyon, CRA Manager, Karen Kyser, Program Administrator, Jean Farmer, Public Art Coordinator, Scott Rudacille, CRA Attorney

1. **MEETING CALL TO ORDER –** Vice Chair Marianne Barnebey

   Meeting was called to order by Vice Chair Barnebey at 3:01 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **CITIZEN COMMENTS**

   Andrew Schroeder, 1302 13th Avenue West, spoke regarding the Green Property purchase in the middle of the Village of the Arts. Mr. Schroeder presented a petition with 113 signatures requesting improved parking access, handicap access, and green space that would be preserved. He then read a message from one of the property owners who own property abutting the green lot and who would be directly impacted by what is decided for that property. The message requests more parking space.

4. **CONSENT AGENDA**

   a. **CRA Meeting Minutes 09-28-2023**

   b. **CRA Special Meeting Minutes 10-11-2023**

   c. **Taverna Toscana, LLC – Grant Extension Request**

   d. **SUNZ Property II, LLC – Grant Extension Request**

   Board Member Coachman made a motion to approve the Consent Agenda items, a through d. Board Member Kocher seconded.

Board Member Kocher asked about item c, Taverna Toscana, LLC. Mr. Burton updated the Board stating the elevator floor was poured, and he estimated completion in approximately six months.

Board Member Moore asked about the relocation of a sandwich shop. Mr. Burton stated it would be relocated as part of a different grant. Mr. Munyon added the sandwich shop would be moved to the front and expanded.

Following discussion, the motion to approve the Consent Agenda items a through d was passed unanimously 4-0. Chairman Josh Cramer was not in attendance.

5. ALL CRA DISTRICTS

a. Community Advisory Committee (CAC) Policies

Mr. Burton referred to the copy of proposed policies for the advisory committees and indicated they would need to be brought back for the November meeting to be passed by a resolution.

Board Member Kocher asked about the phrase "live or work in the area" and whether that should be changed. Mr. Burton stated for an advisory board, you could do what you prefer. But for the Board, if you are not using elected officials then you have to live or work in the CRA area. Board Member Kocher also inquired about the length of the terms. Board Member Kocher feels two years is short and she would prefer three-year terms. Mr. Burton stated if the Board would prefer the change, staff would make the adjustment. Board Member Kocher then inquired about the meaning of the language, "to provide leadership ensuring appropriate community redevelopment engagement." Mr. Burton explained the purpose of the CAC is to ensure that the community is represented.

Board Member Coachman referred to the note about having "lived or worked in the area." She felt it was important to have someone that lives in the area. Mr. Burton stated they could always raise the number if it was difficult to fill committee vacancies.

Board Member Moore commented on the definition of "area." Ms. Moore stated it appears that "area" is defined in 2.13 as the Redevelopment area, but subsequently the word "area" is uppercase or lower case depending on what is happening. She suggested tightening up how the word "area" is defined. Mr. Burton stated he would take a look at that to see if it can be clarified.

Discussion followed regarding potential committee members living or working in the area. Board Member Coachman stated she felt that at least one person on the committee should live in the area. Board Member Coachmen also asked about the changes to an existing committee should the criteria change. Mr. Burton suggested adding a line stating, "where possible, a seat should be held by at least one person living in the area."

b. CRA staff Vehicle Purchase

Mr. Burton stated that staff were using their own vehicles, and Risk Management relayed that the staff's personal insurance was, therefore, at risk. Mr. Burton proposed having a staff vehicle at City Hall that would be used for City business. Mr. Burton added the vehicle staff was looking at was the most affordable crew cab truck that is on the list for state procurement, and it would take approximately six months to get to the City. Mr. Burton explained the budgeting for the vehicle.

6. BRADENTON CRA

a. 3rd Avenue Associates, LLLP – Restaurant and Food Services Incentive Program Grant Request for Good Liquids
3rd Avenue Associates, LLLP – Exterior Business and Site Enhancement Grant Program Grant Request

Ms. Karen Kyser, referring to a handout, discussed the two grants. Ms. Kyser stated that CRA staff was requesting approval for the Restaurant and Food Service Grant Program for an amount not to exceed $35,000, and the Exterior Building and Site Enhancement Program for an amount not to exceed $20,000. Jason Bartz, agent for the property owner, explained the financial path that the owners have been on that led to requesting the grants and also the plans for the restaurant.

Board Member Kocher made a motion to approve the Restaurant and Food Services Incentive Program application for 3rd Avenue Associates, LLLP in an amount not to exceed $35,000. Board Member Moore seconded and the motion passed unanimously 4/0.

Board Member Kocher made a motion to approve the Exterior Building and Site Enhancement Grant application for 3rd Avenue Associates, LLLP in an amount not to exceed $20,000. Board Member Coachman seconded and the motion passed unanimously 4/0.

7. CENTRAL CRA

a. Proposed CRA program for private enterprise driven, homeowner occupied single-family homes. 1223 8th St. East

Mr. Burton stated that in the Central CRA budget, there was $250,000 set aside for housing, and staff would like to build a prototype of a new market rate or affordable home. Mr. Burton explained the property at 1223 8th St. East would be a good location, and the prototype would be built with Central CRA dollars, be designed by one of the CCNA architects, and SHIP money could be utilized or other Manatee County loan programs could be utilized. Mr. Burton explained the positive methods/materials for the prototype home. Mr. Burton asked the Board for a motion for staff to move forward with doing the research and providing to the Board 30%, 60% and 90% designs for the home and site before any construction would begin.

Board Member Kocher asked if the City would be the owner of the property and renting it out or would that be a sale. Mr. Burton stated the CRA was to use a Land Trust to reduce the price of the home for the land value itself. The CRA would pay for impact fees, permit fees, and also the plans would be pre-approved so those items would be taken care of prior to a contractor coming to the property. The land would be owned by the Land Trust. Mr. Burton will be having a "Land Trust 101" in the spring, along with "Main Street 101" and CRA Board training. Mr. Burton explained that the idea of this project is to figure out how to make a house fit underneath an affordable level, and to learn how many years it would take after the sale for the City to get a return on its investment.

Board Member Kocher asked if builders for other lots would need to maintain the same standards that would be applied to the prototype. Mr. Burton stated builders would have to follow the City's blueprints with the City's material specification exactly. Additionally, when the property is sold, the Land Trust would be in charge of the long-term maintenance of the exteriors.

Board Member Moore inquired how the Board would select the trustees of the Land Trust, and how to get the benefit of the ad valorem given that there would be a trustee that owns the land underneath the house. Mr. Burton stated the Board would set up the means to select the trustees for the Land Trust, unless it was decided to go into an existing Land Trust. Any properties that the City would put into a Land Trust would have deed restrictions on them so the Board could guarantee the best ways for the property to be used appropriately.

Mr. Rudacille asked for clarification of what was being authorized, stating it appeared staff was seeking authorization for the Board to acquire two properties. Mr. Burton explained the CRA owns the property, and staff was requesting the Board provide direction to research all of the items necessary to put the program together in order that the staff can come back to the Board to move forward to the next step.

Board Member Coachman expressed her interest in learning about land trusts and the process and is in favor of the goal.

Board Member Moore stated she agreed with Board Member Coachman regarding diversifying how the Board addresses affordable housing with focusing on generational wealth/ownership vs. rental projects. Board Member Moore asked for clarification of the motion, specifically the wording, "to conduct research by constructing the prototype home." Mr. Burton reiterated staff would bring back 30, 60 and 90% plans so the Board can make adjustments as the plans are being designed. He added that ultimately the goal is to have a master plan for a single-family lot in Bradenton so they can provide a financial analysis of cost, length of time to repay itself, and some type of ratio of market rate vs. affordability back to the CRA Board. Additionally, the goal includes learning the benefits of the home for a number of different sustainable ideas like flood, energy efficiency, and high wind mitigation, etc.

Board Member Kocher asked about how lenders view the land trusts. Mr. Burton stated he has spoken with lenders and they see land trusts as a normal lending opportunity. He added that this and more information will be covered in the "101" he will be doing. Board Member Kocher stated in her opinion, the priority would not be how long it would take for the CRA to recuperate its funding, but the accomplishment of a great neighborhood stabilization tool.

Board Member Moore made a motion to instruct the CRA staff to conduct research of both legal and financial feasibility to pursue constructing an affordable and sustainable prototype home on the CRA-owned property located in the Central CRA District area at 1223 8th Street East, Parcel ID No. 4583610003, using funds allocated from affordable housing projects account number 13155250-582500 of the FY2023-24 approved budget. Board Member Coachman seconded.

Board Member Kocher asked what the funding would be used for during the research phase. Mr. Burton explained the CCNA architect needs to be paid along with payment for the Land Trust 101 class.

Following discussion, the above motion passed unanimously 4/0.

b. Acquisition of City Properties located in the Central CRA District

Mr. Burton explained said properties have been identified by the City as properties that can be surplussed for affordability, and the reason to purchase the land is for affordable housing usage with the land being put into the Land Trust and then be designated for the program discussed in 7a.

Board Member Kocher asked the reason to purchase the property now. Mr. Burton explained that if the prototype house does not move forward, then the CRA would come up with another solution for housing in the Central CRA. Board Member Kocher asked if this acquisition has gone through the CCRA Advisory Board. Mr. Burton stated the CCRA Advisory has not yet met due to a lack of quorum.

Board Member Moore stated she feels the CRA is in a position to maintain the property, but asked if the Board should authorize anyone other than the Board Chairman to execute legal documents otherwise. Mr. Burton stated they could add the word, "or designee." Board Member Moore suggested changing the wording to "Chair or Vice-Chair."

Board Member Moore made a motion to instruct CRA staff to proceed with the purchase of the presented properties and authorize the CRA Board Chair or CRA Vice Chair to execute legal documents. Board Member Coachman seconded the motion.

Board Member Moore asked if it would be necessary to amend the motion to make reference to acquiring the properties at the appraised value, market value or some

reasonable amount. Mr. Burton stated they were planning to use a licensed Florida property appraiser which is standard operating procedure.

Mr. Rudacille asked if there was a dollar range for the motion. Mr. Burton stated that they have the dollars that were used by the City's report to the City Council. Mr. Rudacille requested a "not to exceed" amount to the motion for clarity.

Board Member Moore asked if the values that the City assigned were from the property appraiser. Mr. Burton stated the values were what was given to the Board from the property appraiser. Board Member Moore asked if the motion should be amended to say "not to exceed 18% of the current property appraiser's value."

Board Member Kocher suggested getting the property appraised before deciding to go forward. Mr. Burton stated that could be done.

Board Member Moore withdrew her motion, and Board Member Coachman agreed to withdraw her second.

Board Member Moore suggested adding "direct staff to engage with City staff regarding procuring appraisals." Vice Chair Barnebey asked if a motion was necessary or if Mr. Burton was so instructed. Mr. Burton stated he was so instructed and no motion was necessary.

Mr. Robert Perry, City Administrator, added that the City is ordering appraisals for the properties, and the values that were listed were assessed values which would be different than the appraised values. Mr. Perry added that the City would work in good faith with the CRA to consummate the transactions at very near the appraised values.

8. 14th STREET CRA

a. Acquisition of City Properties located in the 14th Street CRA District

Mr. Burton stated the one property to be purchased for one dollar would be the Star Gas Station property, because of its remediation problems. Mr. Burton added they would be looking at properties around it to see if they could put together a viable site for redevelopment.

9. OTHER DISCUSSION / NEW BUSINESS

a. Research Amending CRA policy for Board expansion

Mr. Burton advised the Board that staff is researching amending the CRA policies for board expansion to include the Mayor and added that while they are researching, he will be cleaning out other things that need to be cleaned up. Mr. Burton discussed some of the issues they would be researching.

Discussion followed regarding including the Mayor to the Board and the potential benefits and drawbacks. Following discussion, Mr. Burton stated staff would collect the information and bring it back before the Board for review.

Mr. Munyon stated that the CRA closed on 1021 6th Street Court East and 413 10th Avenue East.

10. ADJOURN

Vice Chair Barnebey adjourned the meeting at 4:31 p.m.

NOTE: This is not a verbatim record

AGENDA ITEM NO. 4.b

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: November 16, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Budget Adjustment

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Resolution CRA BA 23-08 - Budget Amendment for Fund 131 (Central)

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Fiscal Year 2023, year end budget adjustments for Fund 131 - Central CRA District

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:
Move to approve Resolution CRA BA 23-08

ATTACHMENTS:
Resolution CRA BA 23-08 - Central CRA.pdf

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON
RESOLUTION CRA BA 23-08

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, AMENDING/ADJUSTING THE 2022-23 ANNUAL BUDGET FOR FUND 131 (CENTRAL CRA REDEVELOPMENT AREA); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 189.016(6), Florida Statutes, allows the governing board of a community redevelopment agency to amend its budget at any time within a fiscal year or within 60 days following the end of the fiscal year by resolution; and

WHEREAS, it is the objective to maintain accuracy of the budget document to reflect policy determinations of the Board of the Community Redevelopment Agency of the City of Bradenton ("CRA") as to the proper and legally defensible appropriation of funds authorized by the Community Redevelopment Plan; and

WHEREAS, the CRA Executive Director requests to amend or adjust the FY 2022-2023 budget at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON:

1. The attached Budget Adjustment Form has been submitted by the CRA Executive Director and is hereby approved.
2. Upon CRA Board approval, City of Bradenton Accounting Department shall process the form adjusting the CRA's budget, and will maintain the original documents as required.
3. Pursuant to Section 189.016, Florida Statutes, this adjustment will be posted on the Community Redevelopment Agency of the City of Bradenton's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, WITH A QUORUM PRESENT AND VOTING ON THIS **16th DAY OF NOVEMBER, 2023**.

_____
Josh Cramer
CRA Chairman

Approved as to form:

_____
Scott Rudacille
CRA Attorney

Attest:

_____
Jeff Burton
CRA Executive Director

City of Bradenton Community Redevelopment Agency
Budget Adjustment Form

Presented by: Jeff Burton, CRA Executive Director

Date: 10/16/23

Budget Adjustment Resolution #: CRA BA 23-08

Explanation for Adjustment: Fund 131 – Central CRA District

Fiscal Year 2023 year end budget adjustments

Account Number: 13155250 531900
Line item description: Consultant Fees
Increase (in $): Decrease (in $): 5,000.00

Account Number: 13155250 546100
Line item description: Building Repair & Maintenance
Increase (in $): 5,000.00 Decrease (in $):

Account Number: 13155250 561000
Line item description: Land-Capital Outlay
Increase (in $): Decrease (in $): 80,519.00

Account Number: 13158100 591001
Line item description: Transfer to General Fund
Increase (in $): 80,519.00 Decrease (in $):

Approved by CRA Board: _____ _____
Chair Date

AGENDA ITEM NO. 4.c

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: November 16, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Budget Adjustment

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Resolution CRA BA 23-09 - Budget Amendment for Fund 132 (Bradenton)

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Fiscal Year 2023, year end budget adjustments for Fund 132 - Bradenton CRA District

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:
Move to approve Resolution CRA BA 23-09

ATTACHMENTS:
Resolution CRA BA 23-09 - Bradenton CRA.pdf

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON
RESOLUTION CRA BA 23-09

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, AMENDING/ADJUSTING THE 2022-23 ANNUAL BUDGET FOR FUND 132 (BRADENTON CRA REDEVELOPMENT AREA); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 189.016(6), Florida Statutes, allows the governing board of a community redevelopment agency to amend its budget at any time within a fiscal year or within 60 days following the end of the fiscal year by resolution; and

WHEREAS, it is the objective to maintain accuracy of the budget document to reflect policy determinations of the Board of the Community Redevelopment Agency of the City of Bradenton ("CRA") as to the proper and legally defensible appropriation of funds authorized by the Community Redevelopment Plan; and

WHEREAS, the CRA Executive Director requests to amend or adjust the FY 2022-2023 budget at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON:

1. The attached Budget Adjustment Form has been submitted by the CRA Executive Director and is hereby approved.
2. Upon CRA Board approval, City of Bradenton Accounting Department shall process the form adjusting the CRA's budget, and will maintain the original documents as required.
3. Pursuant to Section 189.016, Florida Statutes, this adjustment will be posted on the Community Redevelopment Agency of the City of Bradenton's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, WITH A QUORUM PRESENT AND VOTING ON THIS **16th DAY OF NOVEMBER, 2023**.

_____
Josh Cramer
CRA Chairman

Approved as to form:

_____
Scott Rudacille
CRA Attorney

Attest:

_____
Jeff Burton
CRA Executive Director

City of Bradenton Community Redevelopment Agency
Budget Adjustment Form

Presented by: Jeff Burton, CRA Executive Director

Date: 10/16/23

Budget Adjustment Resolution #: CRA BA 23-09

Explanation for Adjustment: Fund 132 – Bradenton CRA District

Fiscal Year 2023 year end budget adjustments

Account Number: 13255260 531000
Line item description: Legal Fees
Increase (in $): 17,500.00 Decrease (in $):

Account Number: 13255260 534000
Line item description: Contractual Services
Increase (in $): Decrease (in $): 17,500.00

Account Number: 13255260 561000
Line item description: Land-Capital Outlay
Increase (in $): Decrease (in $): 36,666.00

Account Number: 13258100 591001
Line item description: Transfer to General Fund
Increase (in $): 36,666.00 Decrease (in $):

Account Number: 13258100 591300
Line item description: Transfer to 301 Capital Improvement
Increase (in $): 435,890.00 Decrease (in $):

Account Number: 13258100 591302
Line item description: Transfer to 302
Increase (in $): Decrease (in $): 435,890.00

Approved by CRA Board: _____ _____

Chair Date

AGENDA ITEM NO. 4.d

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: November 16, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Budget Adjustment

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Resolution CRA BA 23-10 - Budget Amendment for Fund 133 (14th Street)

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Fiscal Year 2023, year end budget adjustments for Fund 133 - 14th Street CRA District

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:
Move to approve Resolution CRA BA 23-10

ATTACHMENTS:
Resolution CRA BA 23-10 - 14th Street CRA.pdf

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON
RESOLUTION CRA BA 23-10

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, AMENDING/ADJUSTING THE 2022-23 ANNUAL BUDGET FOR FUND 133 (14th STREET CRA REDEVELOPMENT AREA); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 189.016(6), Florida Statutes, allows the governing board of a community redevelopment agency to amend its budget at any time within a fiscal year or within 60 days following the end of the fiscal year by resolution; and

WHEREAS, it is the objective to maintain accuracy of the budget document to reflect policy determinations of the Board of the Community Redevelopment Agency of the City of Bradenton ("CRA") as to the proper and legally defensible appropriation of funds authorized by the Community Redevelopment Plan; and

WHEREAS, the CRA Executive Director requests to amend or adjust the FY 2022-2023 budget at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON:

1. The attached Budget Adjustment Form has been submitted by the CRA Executive Director and is hereby approved.
2. Upon CRA Board approval, City of Bradenton Accounting Department shall process the form adjusting the CRA's budget, and will maintain the original documents as required.
3. Pursuant to Section 189.016, Florida Statutes, this adjustment will be posted on the Community Redevelopment Agency of the City of Bradenton's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, WITH A QUORUM PRESENT AND VOTING ON THIS **16th DAY OF NOVEMBER, 2023**.

_____
Josh Cramer
CRA Chairman

Approved as to form:

_____
Scott Rudacille
CRA Attorney

Attest:

_____
Jeff Burton
CRA Executive Director

City of Bradenton Community Redevelopment Agency
Budget Adjustment Form

Presented by: Jeff Burton, CRA Executive Director

Date: 10/16/23

Budget Adjustment Resolution #: CRA BA 23-10

Explanation for Adjustment: Fund 133 – 14th Street CRA District

Fiscal Year 2023 year end budget adjustments

Account Number: 13355270 534000
Line item description: Contractual Services
Increase (in $): Decrease (in $): 500.00

Account Number: 13355270 546100
Line item description: Building Repair & Maintenance
Increase (in $): 500.00 Decrease (in $):

Account Number: 13355270 561000
Line item description: Land-Capital Outlay
Increase (in $): Decrease (in $): 36,667.00

Account Number: 13358100 591001
Line item description: Transfer to General Fund
Increase (in $): 36,667.00 Decrease (in $):

Approved by CRA Board: _____ _____
Chair Date

AGENDA ITEM NO. 5.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: November 16, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **ALL CRA DISTRICTS**

SUBJECT: Community Advisory Committee (CAC) Policies

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On October 31, 2023, CRA staff presented a draft of Community Advisory Committee (CAC) Policies for CRA Board review and comment.

The CRA Board instructed CRA staff to make some adjustments to the CAC Policies document and bring it back to the CRA Board at the next meeting for consideration.

The attached document reflects the requested adjustments.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Yes

SUGGESTED MOTION:
Move to approve the Community Advisory Committee Policies

ATTACHMENTS:

CRA CAC Policies 2023-11-07 with Highlighted Changes.pdf

Community Advisory Committee Policies

Downtown, Central, and Tamiami Trail Redevelopment Areas

November 8, 2023

COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman

Lisa Gonzalez Moore

Jayne Kocher

LEGAL
Scott Rudacille

Marisa Powers

STAFF
Jeff Burton

Christopher Munyon

Karen Kyser

Jean G. Farmer











1. Policy Purpose

1.1. This policy describes the organization, composition, and administration of a Community Advisory Committee (CAC) under the Community Redevelopment Agency of the City of Bradenton (Agency) Board of Directors (Board).

1.2. This document provides CAC policies to follow unless relevant circumstances justify an alternative approach acceptable to the Board.

2. The Purpose of a CAC

2.1 The CAC ensures that the interests of the Community Redevelopment Agency District Area (CRA Area) residents, property owners, businesses and other stakeholders are represented in key Board decisions and aligned with the Community Redevelopment Act of 1969, its CRA Plan and increment revenue budget.

2.2 This representation formulates as a CAC recommendation to the Board for its approval.

3. CAC Appointment

3.1. Each CRA Area is represented by an active and effective CAC membership representing the CRA Area's stakeholder groups.

3.2. The Board appoints CAC members within this policy's tenets, achieving CAC diversity of membership and representation.

3.3. The Board appoints members and fills CAC vacancies in accordance with the following process:

3.3.1. Submit a "Community Redevelopment Agency CAC Questionnaire" (found in Appendix A) to the Agency office;

3.3.2. Sign the "Sunshine Law & Ethics Code Acknowledgement Form", affirming their knowledge of intention to comply with the provisions of policy items #10;

3.3.3. Provide a brief (3 minute) presentation before the Board (optional);

3.3.4. The Board appoints a CAC member.

4. Advisory Board Composition

4.1. A minimum of three (3) and maximum of five (5) individuals comprises each CAC.

4.2. Each CAC shall elect a chair and vice chair annually at the CAC's first regular meeting of each year after January 1.

4.3. The CAC election of the chair and vice chair requires a nomination from the floor and a vote by a majority of the Board Members in attendance, provided a quorum is present at such meeting.

4.4. The chair and vice chair's terms as members of the CAC may be modified, if necessary, by the Board to accommodate key leadership role terms of service.

5. CAC Member Qualifications

5.1. CAC members shall meet one of the following criteria:

5.1.1. live or work in the appropriate CRA Area (where possible, a minimum of one (1) member of the CAC must live in the appropriate CRA Area).

5.1.2. have significant interest within the CRA Area of geographic or business influence.

5.2. The CRA strives to appoint some CAC members with additional redevelopment background or expertise in neighborhood planning, real estate development or finance.

5.3. At any time, the Board may elect to review the CAC membership and size to confirm continuity with this Section and the intended goals of the CAC.

6. Member Terms of Service

6.1. CAC members are expected to serve staggered terms in order to establish continuity of leadership and familiarity with ongoing CRA Area issues.

6.2. The length of terms shall be generally two (2) years with two (2), two (2) year Board approved extensions. A new application will not be required for extensions.

6.3. The initial terms for members of a new CAC are two (2) and four (4) years assuring staggered terms of service. The first two (2) members appointed shall be designated to serve for four (4) years from the date of their appointment. The remaining appointed members shall serve for two (2) years from the date of their appointment.

6.4. A one (1) year gap is required after service of three (3) complete terms.

6.5. If new CAC applicants are not forthcoming, full-term members may be requested to continue service until new members are Board approved.

6.6. A CAC member with three unexcused absences within one year will be terminated.

6.7. A CAC member knowingly violating provision #10 of this policy will be terminated.

6.8. CAC membership is at will at the discretion of the Board.

6.9. The Board manages CAC membership that best serves the CRA's purposes.

7. Duties of the Chair

7.1. The primary duties of the chair are as follows:

7.1.1. Maintain an effective working relationship with the CRA's management team.

7.1.2. Provide leadership ensuring appropriate engagement in the CRA Area.

7.1.3. Guide the CAC in its representation of community needs to the Board.

8. Duties of the Vice Chair

8.1. The primary duties of the vice chair are as follows:

8.1.1. Exercise the powers and functions of Chair in the event of absence or disability of the chair.

8.1.2. Exercise other powers and duties as may be assigned or delegated by the Chair.

9. Relationship of Committee to the Board

9.1. The CAC will relate community input to the Board though recommendations.

9.2. These recommendations are the Board's primary community input.

9.3. Community involvement is critical to the CRA's success.

9.4. The CRA will use the CAC's recommendations along with input from the City departments in preparing a proposed CRA budget and/or Plan Amendment for presentation to the Board in accordance with the Financial and Administration Policy adopted by the Board– or as amended by the Board.

9.5. The Board will consider the recommended CRA Budget or Plan Amendment in a publicly noticed meeting.

10. Rules of Order

10.1. All CAC meetings will be conducted under the most recent edition of Robert's Rules of Order Newly Revised unless otherwise provided by applicable law or policy herein.

10.2. The CAC must operate in the Sunshine in accordance with Florida Statutes, Chapter 286.

11. Conflicts of Interest

11.1. Effective governance by the CAC depends on deliberate, thoughtful, and fair decision making, based on the principle of ethical community leadership.

11.2. The ability to make good decisions is sometimes affected by other interests.

11.3. CACs inherently involves seeking individuals that are and will continue to be active in the community.

11.4. Conflicts of interest are a regular part of organizational life.

11.5. The objective of this element of the policy is to permit CACs to manage potential conflicts of interest successfully, when they do occur.

11.6. CAC members shall comply with Section 112.3143, Florida Statutes.

11.7. Any CAC member may seek a conflict-of-interest opinion from the CRA's attorney.

AGENDA ITEM NO. 5.b

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: November 16, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: **ALL CRA DISTRICTS**

SUBJECT: 2024 CRA Board Proposed Meeting Dates

SUGGESTED ACTION:

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Potential CRA Board Meeting dates for 2024

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Move to direct staff to generate a calendar of CRA Board meeting dates for 2024 for review and approval.

ATTACHMENTS:
2024 CRA Meeting Proposed Dates.PDF

Green - 3 pm CRA meeting (same day as City Council mtg.)

Yellow - 8:30 CRA meeting

2024 City of Bradenton Official Calendar

BLUE BOX DENOTES COUNCIL MEETING DATES

RED BOX DENOTES HOLIDAYS & OBSERVATIONS

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JAN. 10 & 24 – COUNCIL MEETINGS

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

FEB. 14 & 28 – COUNCIL MEETINGS

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MARCH 13 & 27 – COUNCIL MEETINGS

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

APRIL 10 & 24 – COUNCIL MEETINGS

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MAY 8 & 22 – COUNCIL MEETINGS

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE 12 – COUNCIL MEETING

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY 24 – COUNCIL MEETING

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUG. 14 & 28 – COUNCIL MEETINGS

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SEPT. 11 & 25 – COUNCIL MEETINGS

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCT. 9 & 23 – COUNCIL MEETINGS

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER 13 – COUNCIL MEETING

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER 18 – COUNCIL MEETING

HOLIDAYS AND OBSERVANCES

January 1 – New Year's Day	July 4 – Independence Day	December 25 – Christmas Day
January 15 – Martin Luther King Jr. Day	September 2 – Labor Day	
February 19 – Presidents Day	November 11 – Veterans Day	
March 29 – Good Friday	November 28-29 – Thanksgiving Holidays	
May 27 – Memorial Day	December 24 – Christmas Eve	

This calendar does not reflect special or emergency meetings which may be scheduled as required. Modifications to this calendar may be made at the discretion of the Bradenton City Council.

AGENDA ITEM NO. 6.a

Item Cover Page

COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA ITEM REPORT

DATE: November 16, 2023

SUBMITTED BY: Jean Farmer, Community Redevelopment Agency

ITEM TYPE: Agreement

AGENDA SECTION: **BRADENTON CRA**

SUBJECT: Agreement for Commission of Public Artwork at Mineral Springs Park at Riverwalk East

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is an agreement for a public art sculpture called "The Singing River" created by artist, Reinaldo Correa Studio LLC. Once created, this piece will be placed in the Mineral Springs Park at Riverwalk East.

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:
Move to approve the Agreement for Commission of Public Artwork at Mineral Springs Park at Riverwalk East

ATTACHMENTS:
Final Public Art Agreement 11.7(4011246.3)_With Exhibit 1 Attached-updated (003).pdf

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT, is entered into this____day of_____, 2023, by and between the Community Redevelopment Agency of the City of Bradenton (hereinafter the "CRA"), located at 101 Old Main Street, Bradenton, Florida, and Reinaldo Correa Studio LLC (hereinafter the "Artist") located at 115 North Stewart Avenue, 4A Kissimmee, Florida 34741.

WHEREAS, the CRA has implemented a Public Art Program by funding for establishment and display of artwork in public places; and

WHEREAS, authority lies with the CRA to make payments for the acquisition, design execution, fabrication, transportation, and/or installation of artworks, including payments for the support of an artist selection process, design, execution and/or placement of Art; and

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create Artwork for the CRA; and

WHEREAS, the Artist and CRA desire to follow the timeline and schedule set forth in Exhibit 3 with regard to dates associated with the design, fabrication, installation, and acceptance of the Artwork (the "Schedule"); and

WHEREAS, the Artist was reviewed by the Public Art Advisory Board through a selection procedure and approved by the CRA to design, execute, fabricate and/or install artwork, as was presented in the Artist's submission ("Preliminary Design") attached hereto as Exhibit 1 (the "Artwork") The Artwork's final place of permanent installation will be in a public space located at Mineral Spring Park, Bradenton FL (the "Site"); and

WHEREAS, the Artist and the CRA wish to undertake the obligations expressed herein;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

Article 1 Scope of Services

1.1 Artist's Obligations

a. The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and fabrication of the Artwork at the Site in accordance with the specified Schedule. Services shall be performed in a professional manner and in material compliance with all terms and conditions in this Agreement.

b. Using the Preliminary Design as the basis for development, the Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the CRA as set forth in this Agreement. To ensure that the Artwork, as installed, shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking and safety devices and procedures, Artist's proposal shall be reviewed and approved by the CRA, those specific city of Bradenton departments whose approval is required and, where appropriate, the Site architect to ensure compliance with these objectives.

c. The Final Design shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved.

d. The Artist shall virtually attend public information meetings with the general public, design and construction coordination meetings with the CRA, general contractor, architect and other parties, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

e. The Artist shall complete the fabrication of the Artwork by the scheduled installation date determined by the CRA and the Artist in accordance with this Agreement. In the event of any perceived delays, Artist shall immediately contact the CRA, in writing, informing the CRA of any delays. Written consent by the CRA is required for any delays that are not caused by acts or omissions of the CRA. Delays caused by acts or omissions of the CRA, including failure by the CRA to complete construction of the footings contemplated by the Engineered Artwork Footings (defined below) that are created or provided on behalf of the Artist or the CRA and are created for use by or with the Artwork. These obligations do not restrict, limit, or remove the requirement of the CRA to install, at the CRA's expense, any work on or at the Site or elsewhere that is required by and for the Artwork

f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the CRA's expense as may be necessary for the installation of the Artwork at the Site (the "Permits").

g. The Artist shall arrange the transportation and installation of the Artwork in consultation with the CRA. If the Artist does not install the Artwork himself or herself, Artist shall supervise and approve the installation.

h. The Artist shall provide required insurance in amounts and limits specified in Exhibit 4.

i. The Artist shall provide a list of all subcontractors along with a copy of the

agreement between the Artist and each subcontractor.

j. The Artist shall provide Maintenance Guidelines (defined below) with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

k. The Artist shall provide photographic documentation of the Artwork set forth herein.

l. Artist shall ensure that the Artwork will be composed of material that will withstand the vigor of a marine environment as the installation will be adjacent to a body of saltwater, as set forth in the Final Design.

m. The Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

1.2 CRA's Obligations

a. The CRA shall perform all obligations in material compliance with all terms and conditions in this Agreement.

b. The CRA shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required Permits, and other existing relevant data, if any, which is needed by the Artist in order to perform.

c. The CRA shall prepare the Site in accordance with the specifications detailed in the approved Concept Design in Section 1.3 of this Agreement. The CRA shall be responsible for expenses incurred to prepare the Site for the timely transportation and installation of the Artwork including preparation of the footings. The CRA shall complete the Site preparation by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing the Artist of any delays. The CRA shall make available to the Artist the necessary background materials and information on matters affecting the Site and, where applicable, a written program of requirements and specifications for the work to be done by CRA at the Site and plans for the underlying capital project, if applicable. Notwithstanding anything in this Agreement to the contrary, in no event shall Artist be required to begin fabrication of the Artwork until footings are installed at the Site and as-build drawings are provided to Artist by CRA.

d. The CRA shall provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [Artist's name, date of publication, title of Artwork]. If provided by the Artist, the names of Artist's collaborators shall be included as well.

e. The CRA shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would

violate the spirit of the Artwork, should such use or misuse be within the CRA's control.

f. If delays occur as a result of acts or omissions of CRA, the Schedule shall be adjusted accordingly, and extended for at least the same amount of time as the delay caused by CRA.

g. The CRA shall follow all written instructions provided by Artist with regard to care, maintenance, general upkeep, whether provided in any Maintenance Guidelines or other written medium. Failure of the CRA to follow all such instructions shall void all warranties and the Artist shall not be liable for any damage, loss, or other cost associated with the CRA's failure to follow such instructions.

1.3 Design Process

a. Concept/Schematic

i. The Artist submitted the Preliminary Design, pursuant to a competition organized for the procurement of an Artist to design and fabricate an Artwork suitable for the current project, which Preliminary Design was selected and approved by the CRA.

ii. The Artist will submit a redesign for approval (the "Concept Design") as Phase 2 described in the Schedule.

b. Approval of Concept Design

i. Within thirty (30) days of receipt of the Concept Design from the Artist, the CRA shall notify the Artist if it requires any revisions to the Preliminary Design in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site.

ii. Continuation beyond Phase 2 of the Schedule is understood to be contingent on written acceptance and approval of the Concept Design by the CRA.

c. Final Design/Construction Documents

i. Upon approval of the Concept Design by the CRA, the design will become the "Final Design." Within thirty (30) days after the Artist's submission of the Final Design, the CRA shall notify the Artist whether it approves or disapproves the Final Design. During this period, the Artist shall be available as reasonably required to meet with the CRA, on a remote basis, to discuss the

Final Design.

ii. If the CRA shall determine that the Final Design is disapproved, it shall provide the Artist with a statement in writing of its reasons for such disapproval. In such event, the Artist shall be afforded an opportunity either to submit a second Final Design for the Artwork within a reasonable period of time specified by the CRA (which shall be no less than thirty (30) days), or to terminate this Agreement. Within thirty (30) days following such submission of a second Final Design by the Artist, the CRA shall notify the Artist in writing whether it approves or disapproves that Final Design. If the CRA shall determine that the second Final Design is disapproved, it shall provide the Artist with a statement in writing of its reasons for disapproval, whereupon the Artist or the CRA may terminate this Agreement upon written notice.

iii. In the event of termination of this Agreement pursuant to this Section, the Artist shall retain the Final Designs, Concept Designs, (and all other materials, information, submissions, drawings, or work product prepared or created in relation to this Agreement) and all compensation theretofore paid and no party shall be under any further obligation to the other in respect of the subject matter thereof. If the Final Design (or Concept Design, if Final Design is not yet approved) is rejected and the Agreement is terminated, the CRA shall pay to Artist, as further compensation, any amounts then-due under this Agreement.

iv. Approval of Final Design (and payment of all amounts required herein) will be deemed notice to the Artist by the CRA to commence fabrication of the Artwork, provided, however, the CRA acknowledges and agrees that Artist shall not be obligated to commence fabrication of the Artwork unless and until the CRA has satisfied all of their obligations required to be performed prior to fabrication of the Artwork described in this Agreement, including, without limitation, construction of the footings on the Site, and delivery of the As-Built drawings of such improvements.

v. Within sixty (60) days after approval of the Concept Design and Artist's receipt of As-Built drawings from the CRA, the Artist shall prepare and submit structural construction drawings for the construction of the Artwork and its integration with into the Site ("Construction Drawings"). These Construction Drawings shall indicate any risks involved in the construction and integration of the Artwork, as well as any third-party subcontractors needed to work on the Artwork. The Construction Drawings shall be furnished with the Final Design for the CRA's approval in accordance with the Schedule. If required in connection with the issuance of Permits, the Artist shall present the Construction Drawings to a qualified engineer, licensed by the state of Florida and paid by the Artist, for certification that the Artwork will be of adequate structural integrity and the Artist shall provide the CRA with such certification or engineering stamp. The Artist

shall not be required to prepare or provide any other stamped engineering drawings or documents to the CRA unless such drawings or documents are required in connection with the Permits.

vi. The Artist shall be responsible for all engineering expenses associated with the Artwork and the Artwork's foundation documents pertaining to footings and foundations required by the Artwork for installation (the footings, the "Engineered Artwork Footings"). The Engineered Artwork Footings documents must be stamped by an engineer licensed in the state of Florida and approved by the CRA. The stamped Engineered Artwork Footings shall be considered "Stamped Footings Documents" and shall be provided by Artist to CRA, at Artists' cost and expense. The CRA shall be responsible for all expenses associated with production and creation of improvements contemplated by the Stamped Footings Documents.

1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports

a. Budget

i. The Artist shall prepare a preliminary Budget (the "Preliminary Budget") for final approval that shall be initially provided to the CRA with Artist's preliminary Schedule during the Concept Design phase. The Preliminary Budget shall be incorporated herein and attached hereto as Exhibit 2, which may include optional material upgrades that the CRA may elect, for additional cost. The Preliminary Budget shall become and be considered the "Final Budget" upon approval by the Artist and the CRA with regard to Final Design, delivery timeline, fabrication of the Artwork, preparation of the Site, and installation of the Artwork all in accordance with the Final Design (the Preliminary Budget and Final Budget may be referred to herein as the "Budget").

ii. Calculation of the Budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.

iii. The Artist shall keep a log of the Artist's project hours, in whole hour increments, and shall retain all original receipts pertaining directly to the project.

iv. Except as expressly set forth herein, if the Artist incurs costs in excess of the amount listed in the Budget, the Artist shall pay such excess from the Artist's own funds, unless the Artist previously obtained approval for such costs from the CRA (or such costs were the result of actions or inaction of the CRA).

v. Notwithstanding anything to the contrary in this Agreement, if any delays are

caused by acts or omissions of the CRA, event of force majeure, or breach of this Agreement by the CRA, pricing contained in the Final Budget cannot be guaranteed and is subject to reasonable revision. Any increases to the Final Budget pursuant to this Section will be binding on the CRA.

b. Schedule

i. The Artist shall use commercially reasonable efforts to notify the CRA of the tentative Schedule for the completion of the Artwork, including the fabrication and installation of the Artwork, and a schedule for the submission of progress reports and inspections if any, except when such notice is not possible because of circumstances outside Artist's control. The Schedule may be amended by written agreement. If the Artist is unable to comply with the Schedule, then an extension request must be submitted to the CRA. Such request must be made in writing and, except in the event of circumstances outside the Artist's control, the Artist shall use commercially reasonable efforts to submit such request no less than two (2) weeks prior to the due date of the scheduled item and at least three (3) weeks prior to the delivery date of any Artwork, if the Schedule contains a delivery date. The request shall state the reasons for the delay. If the CRA finds the request and the reasons are acceptable it will not unreasonably withhold approval of the request.

ii. The timing for the payment of Budget installments and the Schedule is attached to this Agreement as Exhibit 3.

iii. The CRA expressly acknowledges and agrees that the Artist shall not commence any phase of this Agreement unless and until the Artist has been paid, in full, all amounts described in this Agreement. The CRA expressly acknowledges and agrees that the Schedule is subject to CRA satisfying every obligation that impacts the Site, the Artist's access to the Site, the availability of Artist to begin fabrication according to specifications of the Site, including, but not limited to, construction of improvements contemplated by the Stamped Footing Documents.

c. Payments. If any payment from the CRA is past due, the Artist will promptly notify the CRA and the Artist may immediately cease all services until full payment has been made and the Schedule and/or completion date shall be adjusted accordingly. The Artist has no obligation to provide services unless the CRA is in good standing and no amounts are owed to the Artist. The CRA shall pay a finance charge of one and one-half percent (1.5%) per month on past due accounts. Failure to pay invoices in a timely manner is a breach of a material term of this Agreement and payment of late charges does not excuse the CRA's failure to pay. The CRA shall pay any reasonable attorneys' fees or other costs incurred by the Artist in collecting any delinquent amount. The Artist may terminate this Agreement in the event the CRA are more than thirty (30) days late in making any payment due pursuant to this Agreement, provided, however, nothing herein will prevent the Artist bringing

suit based on the CRA's breach of this Agreement.

1.5 Fabrication Stage

a. The Artist shall fabricate and install the Artwork in substantial conformity with the Final Design. The Artist may not deviate from the approved Final Design without written approval of the CRA.

b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork, as set forth in the Final Design. Prior to requesting authorization to transport and install the Artwork, the Artist shall be required to provide the CRA with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on the Site. All additional workers or subcontractors must provide proof of insurance prior to entering the Site.

c. The CRA shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable written notice.

d. If the CRA, upon review of the Artwork, determines that the Artwork does not conform to the Final Design, the CRA shall notify the Artist in writing of the deficiencies ("Disapproval Notice") and that the CRA intends to withhold the next Budget installment.

e. The Artist will have thirty (30) days to either (i) cure the CRA's objections, cure all nonconformities and notify the CRA, in writing, of completion of the cure ("Cure Notice"); or (ii) submit reasons to the CRA, in writing, that the Artist objects to the Disapproval Notice ("Objection to Disapproval"). If the Artist submits a Cure Notice, the CRA shall review the Artwork within five (5) days of the date of Artist's Cure Notice, and upon approval, shall release the next payment owed to Artist. If the Artist delivers an Objection to Disapproval, the CRA and Artist shall make reasonable efforts to resolve the dispute in good faith. If the parties are unable to resolve any Objection to Disapproval within thirty (30) days after the date of the Objection of Disapproval, either the Artist or CRA may terminate this Agreement upon written notice.

f. The Artist shall notify the CRA in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.

g. The CRA shall inspect the Artwork within (15) days after receiving notification contemplated by subsection (f), prior to installation, to determine that the Artwork conforms to the Final Design and to give final approval of the fabricated Artwork. In the event that the CRA does withhold final approval, the CRA shall submit a

Disapproval Notice to the Artist within fifteen (15) days of examining the fabricated Artwork. The Artist shall then have thirty (30) days from the date of the CRA's Disapproval Notice to either (i) deliver a Cure Notice; or (ii) deliver an Objection to Disapproval notice to the CRA. If the Artist delivers a Cure Notice, the CRA shall review the Artwork within five (5) days of the date of the Cure Notice, and upon approval, shall release the next payment owed to Artist. If the Artist delivers an Objection to Disapproval notice, the CRA shall make reasonable efforts to resolve the dispute with the Artist in good faith. If the parties are unable to resolve any Objection to Disapproval within thirty (30) days after the date of the Objection to Disapproval, either party may terminate this Agreement upon written notice.

h. The CRA shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage and insurance fees incurred as a result of such delays are the responsibility of the CRA.

i. The Artist shall have the right to inspect the Site prior to the transportation and installation of the Artwork. The Artist shall visit in person, or request photographic or video documentation of the Site, and notify the CRA of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction. In the event the parties reasonably determine, by mutual agreement, that the Site conditions need correction, the CRA shall make such corrections at its sole cost and expense, and shall be responsible for any additional storage or insurance costs incurred by the Artist.

j. For any approval and/or acceptance of the Artwork by the CRA, so long as the Artwork has been completed in substantial compliance with the Final Design, the CRA shall accept the Artwork and shall not unreasonably withhold final approval of the fabricated Artwork. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Final Design without prior approval of the CRA.

1.6 Changes to Final Design

a. Prior to the execution of any change in the approved Final Design, the Artist shall present proposed changes in writing to the CRA for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved Final Design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the Budget or to the Schedule. A significant change is any change which materially affects installation, scheduling, Site preparation or

maintenance of the Artwork or the concept of the Artwork as represented in the Final Design.

b. If the CRA approves the changes, the CRA shall promptly notify the Artist in writing.

c. If the CRA disapproves of the changes, the CRA shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the previously approved Final Design.

d. If the CRA does not respond or do not affirmatively approve or deny the proposed changes, the proposed changes shall be deemed as approved, and Artist may proceed making such changes.

e. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Final Design under this Section.

1.7 Installation

a. Upon the CRA's final approval of the fabricated Artwork, as being in conformity with the Final Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the Schedule provided for in Section 1.4(b). Transportation fees shall be paid by the Artist.

b. The Artist will coordinate closely with the CRA to ascertain that the Site is prepared to receive the Artwork. The Artist must notify CRA of any adverse conditions at the Site that would affect or impede the installation of the Artwork. The Artist is responsible for timely installation of the Artwork unless timely installation becomes impracticable or impossible due to reasons outside of Artist's sole control. The CRA shall be solely responsible to ensure timely coordination with any construction elements that may be related to underground utilities, existing walkways, landscaping, or any other features of the Site. The Artist may not install the Artwork until authorized to do so by the CRA.

c. The Artist or an agreed upon representative shall be present to supervise the installation of the Artwork.

d. Upon the sooner of thirty (30) days after completed installation at the Site in substantial conformity to the Final Design or written acceptance of the installation at the Site by the CRA, the Artwork shall be deemed to be in the custody of CRA for purposes of this Agreement and final payment shall be released to the Artist.

e. Within thirty (30) days after installation of the Artwork, the Artist shall furnish the

CRA with a full written narrative of the Artwork with a full written narrative description of the Artwork and high-resolution photographs of the Artwork as installed. Notwithstanding anything contained within this Agreement to the contrary, in no event shall the Artist be obligated to provide the CRA with professional quality photographs of the Artwork.

f. Upon installation of the Artwork, the Artist shall provide the CRA with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. The Artist shall provide proposed provide Maintenance Guidelines (defined below) with the Final Design for the CRA's approval, and shall use commercially reasonable efforts to ensure that the Maintenance Guidelines will be reasonable in terms of time and expense. If any updates of the Maintenance Guideline are needed based on any changes to the Final Design, or as a result of the fabrication or installation, such updated Maintenance Guidelines will be provided to the CRA upon payment of final invoice to Artist. The CRA is responsible for the proper care and maintenance of the Artwork. The "Maintenance Guidelines" are the written instructions, via manual or other similar medium, prepared and created by the Artist in accordance with the Final Design that detail care, maintenance, general upkeep of the Artwork that CRA must follow at all times after installation of the Artwork.

1.8 Approval and Acceptance

a. The Artist shall notify the CRA in writing when all services as required of both parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Final Design.

b. The Artist shall submit a final accounting for the Artwork (the "Accounting") and include any approved changes to the Budget. The final accounting shall include time, materials, invoices, receipts, labor charges, and all other amounts incurred by the Artist.

c. The CRA shall promptly notify the Artist of its final acceptance of the Accounting and the Artwork within seven (7) days after the Artist submitted written notice and accounting pursuant to paragraphs (a) and (b) above. The effective date of final acceptance shall be the sooner of (i) the date the CRA submits written notice to the Artist of final acceptance of the Artwork; or (ii) eight (8) days after the Artists submitted written notice pursuant to paragraph (a) above. The final acceptance shall be understood to mean that the CRA acknowledges completion of the Artwork in substantial conformity with the Final Design, and that the CRA confirms that all

services as required of both parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment in full of all amounts owed by the CRA to the Artist. Upon final acceptance of the Artwork, all of the Artist's warranties shall come into effect and begin to run. Upon transfer of ownership from the Artist to the CRA, the CRA shall be solely responsible for the insurance and regular maintenance of the Artwork, for damages occurring to Artwork or arising from, in connection with or caused by any personal injury or property damage caused, directly or indirectly, by the Artwork, except as required by Artist pursuant to Article 5.

d. If the CRA disputes that all the services have been performed, and/or the Accounting, the CRA shall notify the Artist in writing of the support for the dispute within (30) days after the Artist submitted written notice and/or accounting pursuant to paragraphs (a) and (b) above. The Artist shall promptly perform those services and remedy the Final Accounting indicated by the CRA except as set forth in Section 1.8(e).

e. If the Artist disputes the CRA's determination that not all services have been performed and/or any disagreement regarding the Accounting, the Artist shall submit reasons in writing to the CRA within (30) days of the CRA's prior notification to the contrary. The CRA shall make reasonable efforts to resolve the dispute with the Artist in good faith.

f. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the CRA shall notify the Artist of its final acceptance of the Artwork and Accounting pursuant to paragraph (c).

g. After final acceptance of the Artwork, the Artist shall make a good faith effort to be available at such time(s) as may be mutually agreed upon by the CRA and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork, with such travel, meals, and lodging expenses of Artist arising from this subsection paid by the CRA.

h. During such public presentations by the Artist, the Artist shall acknowledge the CRA's role in funding the Artwork.

i. The CRA shall be solely responsible for coordinating public information materials and activities related to public presentations.

j. Final acceptance of the Artwork by the CRA shall be given so long as the Artwork has been completed in substantial compliance with the Final Design. The CRA shall not unreasonably withhold final approval of the installed Artwork. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the

Site unless the Artist has willfully and substantially deviated from the Final Design without prior approval of the CRA.

Article 2 Taxes

The CRA shall provide the Artist with its Tax-Exempt Certificate. The CRA shall pay all applicable taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Agreement.

Article 3 Term of Agreement

a. Duration. This Agreement shall be effective on the date that this Agreement has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the CRA under Section 1.8, or submission of final payment to the Artist by the CRA under Exhibit 3, whichever is later. Extension of time of performance hereunder may be granted upon the request of one party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the Schedule under Section 1.4(b)(i).

b. Force Majeure. The CRA shall grant the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition, except for CRA's obligation to pay Artist all amounts owed under this Agreement for work or services already completed. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 4 Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the CRA's final acceptance of the Artwork as provided for herein. Upon the issuance of the Certificate of Completion, the CRA shall have fifteen (15) days to inspect the Artwork and either accept the Artwork or notify the Artist of defects. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The CRA shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the CRA or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

Article 5 Artist's Representations and Warranties

5.1 Warranties of Title. The Artist represents and warrants that:

a. the Artwork is solely the result of the artistic effort of the Artist and collaborators, however, this representation and warranty (and any other obligation of Artist contained in this Agreement) does not limit Artist's ability to engage subcontractors and/or independent contractors to assist Artist with Artist's obligations under this Agreement;

b. except as otherwise disclosed in writing to the CRA, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;

c. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;

d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;

e. the Artwork is free and clear of any liens from any source whatsoever;

f. all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;

g. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

h. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence; and,

i. these representations and warranties shall survive the termination or other extinction of this Agreement.

5.2 Warranties of Quality and Condition

a. The Artist represents and warrants that all work will be performed in accordance with usual and customary professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the CRA under Section 1.8. Vandalism and any remediation of the same is explicitly excepted from this Section 5.2 and will not be covered under the warranty identified in the preceding sentence.

b. The Artist represents and warrants that, to Artist's knowledge, the Artwork and the materials used are not currently known to be harmful to public health and safety.

c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the Maintenance Guidelines. The CRA agrees to follow the Maintenance Guidelines.

d. If within one (1) year after the acceptance of the Artwork pursuant to Section 1.8, the CRA observes any breach of warranty described in this Section 5.2 provided the CRA has paid the Artist all amounts owed hereunder and there is no uncured breach of this Agreement by the CRA, the Artist shall, at the written request of the CRA, cure the breach promptly, satisfactorily and consistent with the Final Design, at no expense to the CRA. The CRA shall give written notice to the Artist of such breach with reasonable promptness.

e. If after one (1) year the CRA observes any breach of warranty described in Section 5.2 that is curable by the Artist, as determined by the parties, mutually, in their reasonable discretion, the CRA shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under then-current industry standard, the CRA may, at its sole expenses, seek the services of a qualified restorative conservator and maintenance expert.

f. If within one (1) year the CRA observes a breach of warranty described in Section 5.2 that is not cured by the Artist, the Artist is responsible for reimbursing the CRA for damages, expenses and loss incurred by the CRA as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the CRA accepted that it may occur, it shall not be deemed a breach for purposes of Section 5.2 of this Agreement.

g. The Artist further represents and warrants that:

i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment, in strict adherence to all written instructions provided by Artist related to the same care and maintenance, will maintain the Artwork within an acceptable standard of public display.

ii. General routine cleaning and repair of the Artwork will minimize and delay the onset of irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling; however, the CRA acknowledges and understands that these same conditions are unavoidable over time and will present at some reasonable period in the future.

iii. To the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the CRA.

h. Except as otherwise specifically provided, no other warranty or representation, either express or implied, is included or intended in the Artist's proposals, reports, deliverables, and/or communications. The warranties in this Section are conditional and shall be voided by the failure of the CRA to maintain the Artwork in accordance with the Artist's specifications, including the Maintenance Guidelines and the applicable conservation standards. If the CRA fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

i. This Section will survive termination or expiration of this Agreement for any reason.

5.3 The CRA's Representations and Warranties. The CRA covenants, represents, and warrants to the Artist all of the following:

a. It guarantees the accuracy, timeliness, and completeness of all information submitted to the Artist.

b. It is solely responsible for compliance with all federal, state, and local laws, rules, regulations, executive orders, ordinances, standards, and best practices applicable to the CRA and the Site.

c. It has the legal power and authority to enter into this Agreement; and entering into this Agreement does not conflict with or result in any breach or violation of any of the terms and provisions of any agreement, judgment, order, statute or other instrument or restriction of any kind binding the CRA.

Article 6 Insurance

6.1 General

a. Except in the event of the CRA's breach of this Agreement, gross negligence, or willful misconduct, the Artist acknowledges that until final acceptance of the Artwork by the CRA under Section 1.8, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artwork, regardless of where such loss occurs.

b. Terms for the procurement and duration of insurance are provided in Exhibit 4.

c. Required insurance policies are described in Exhibit 4.

6.2 Performance Bonds. The Artist shall not be required to post any performance bonds or similar undertakings, and any requirement of any other authority for performance bonds shall be the responsibility of the CRA.

Article 7 Ownership and Intellectual Property Rights

7.1 Title. Title to the Artwork shall pass to the CRA upon the CRA's written final acceptance and payment for the Artwork pursuant to Section 1 and Exhibit 5. Artist shall provide CRA with a Transfer of Title in substantially the form attached hereto as Exhibit 5.

7.2 Ownership of Documents. One set of presentation materials prepared and submitted under this Agreement shall be retained by the CRA for possible exhibition and to hold for permanent safekeeping, provided that no right to fabricate the Artwork is granted to the CRA outside of this Agreement is included.

7.3 Copyright Ownership. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

7.4 Reproduction Rights

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the CRA. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

b. Subject to payment in full of all amounts due to the Artist hereunder the Artist grants to the CRA a nontransferable, non-exclusive license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner and in strict compliance with this Agreement.

c. All reproductions by the CRA shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Artist's name, date of publication].

d. The Artist shall use the Artist's reasonable efforts in any public showing or resume

use of reproductions to give acknowledgment to the CRA in substantially the following form: "an original Artwork commissioned by and in the public art collection of the Community Redevelopment Agency in the City of Bradenton."

e. The Artist may, in Artist's sole discretion and at the Artist's expense elect to register with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.

f. If the CRA wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Notwithstanding anything contained herein to the contrary, no party shall be obligated to enter into any further agreements regarding the Artwork.

g. The CRA is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

Article 8 Artist's Rights

8.1 General

a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.

b. The CRA, shall, at its expense, prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, a plaque identifying the Artist, the title of the Artwork and the year of completion, and shall reasonably maintain such notice in good repair against the ravages of time, vandalism and the elements.

c. The CRA recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The CRA shall reasonably ensure that the Artwork is properly maintained and protected, taking into account the Maintenance Guidelines and shall reasonably protect and maintain the Artwork against the ravages of time, vandalism and the elements. The CRA agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.

d. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this Agreement. Upon the Artist's written request, the CRA shall remove the identification plaque and all attributive references to the

Artist, at the CRA's own expense, within (30) days of receipt of the notice. No provision of this Agreement shall obligate the CRA to alter or remove any such attributive reference printed or published prior to the CRA's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

8.2 Repairs; Restoration; Removal and Destruction.

a. If the Artwork requires restoration, and the restoration will compromise the artistic intent of the Artist, the CRA shall take reasonable steps to consult with the Artist on the future restoration and repair of the Artwork. The CRA retains the right to proceed with maintenance or repairs deemed necessary if the CRA is unable to contact or come to an agreement with the Artist concerning such restoration or repair.

b. The CRA shall have the right to determine, after consultation with the Artist, if reasonably practicable, during the lifetime of the Artist's principals or a professional conservator, when and if repairs and restorations to the Artwork will be made. In the sole discretion of the CRA, the Artist, if reasonably practicable, during the lifetime of the Artist's principals, may be given the opportunity to make or personally supervise significant repairs and restorations, and shall be paid a reasonable fee for such services provided that the CRA and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

c. All repairs and restorations, whether made by the CRA, or the Artist, shall be made in accordance with recognized principles of conservation.

d. The CRA shall not intentionally damage, alter, modify, or change the Artwork without prior written approval of the Artist.

e. Nothing in this Agreement shall preclude any right of the CRA to remove the Artwork from public display or to destroy the Artwork. If the CRA shall at any time decide to destroy the Artwork, it shall, by reasonable advance written notice to the Artist, offer the Artist a reasonable opportunity to recover the Artwork at its expense.

f. The CRA shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork.

g. Nothing contained in this Article 8 will be construed as a limitation on such other

rights and remedies available to the Artist under the law which may now or in the future be applicable. The covenants and obligations set forth in this Article 8 will be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and the CRA covenants do attach and run with the Artwork and shall be binding to and until twenty (20) years after the death of all principal owners of the Artist. The CRA shall give any subsequent owner of the Artwork notice, in writing, of the covenants herein and shall cause each such owner to be bound thereby.

Article 9 Permanent Record

The CRA shall maintain on permanent file a record of this Agreement and of the location and disposition of the Artwork.

Article 10 Artist as an Independent Contractor

The Artist agrees to perform all services under this Agreement as an independent contractor and not as an agent or employee of the CRA. Nothing contained in this Agreement, or any subcontract awarded by the Artist shall create a partnership, joint venture or agency with the CRA. No party shall have the right to obligate or bind any other party in any manner to any third party. The Artist shall provide the CRA with the Artist's Tax Identification Number and any proof of such number as requested by the CRA.

Article 11 Nondiscrimination

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

Article 12 Assignment and Delegation

No party may assign their rights nor delegate their duties under this Agreement without the written consent of all other parties. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Agreement. Notwithstanding the foregoing, the CRA hereby expressly acknowledges that the Artist may delegate any duties hereunder in its discretion. The parties each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 13 Termination

a. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such

party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than (30) days prior to the effective date of termination.

b. The CRA may terminate this Agreement without cause upon thirty (30) days written notice to the Artist. The Agency shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3 of this Agreement.

c. If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have (30) days after the effective date of the notice to cure the default. If it is not cured by that time, the non-defaulting party may terminate this Agreement immediately upon written notice to the other party.

d. If the CRA defaults and does not cure such default before any cure period afforded to the CRA, and the Artist, in its sole discretion terminates this Agreement, the CRA shall promptly compensate the Artist for the full payments that would have been owed to Artist if the services were fully provided, the Artwork was created, and the Artwork was installed. The Artist shall retain possession and title to the studies, drawings, design, maquettes and models already prepared and submitted or prepared for submission to the CRA by the Artist under this Agreement prior to the date of termination. In the event of termination due to CRA default, no right to fabricate shall be transferred to CRA.

e. In the event the Artist defaults and does not cure such default before any cure period afforded to the Artist, and the CRA, in its sole discretion, terminates this Agreement, provided that the CRA has paid the Artist all amounts due under this Agreement as of the date of termination, the Artist shall grant to the CRA a limited, irrevocable, royalty-free license, for the sole and exclusive non-commercial purpose of competing the Artwork as described and intended in the Final Design, to all finished and unfinished drawings, sketches, photographs, and other work products or deliverables prepared and submitted by the Artist to the CRA prior to the date of termination, including, without limitation, the Final Design, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the Artwork.

f. Upon notice of termination, the Artist and subcontractors shall cease all services affected.

Article 14 Death or Incapacity

Reinaldo Correa Diaz ("Individual Artist") is the artist who the Parties contemplate shall complete the Artwork under this Agreement. If Individual Artist passes or becomes incapacitated, the Artist shall procure a replacement individual artist to complete the Artwork with approval of the CRA. If the Artist does not procure a replacement within thirty (30) days of the Individual Artist's passing or the CRA does not approve the replacement individual artist, the CRA shall be entitled to immediately terminate this Agreement. Upon termination, the Parties shall comply with their respective payment and license obligations provided in Section 13(e).

Article 15 Notices and Documents

Notices required under this Agreement shall be delivered personally or through the registered or certified mail, return receipt requested mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a party:

For the CRA:	Community Redevelopment Agency of the City of Bradenton 101 Old Main Street Bradenton, FL 34205
For the Artist:	Name: Reinaldo Correa Diaz Mailing Address: 1615 SE Cortina Dr. Suite 201. City, State, Zip: Ankeny, IA 50021

Notice shall be deemed effective on the date personally delivered or, if mailed, (3) days after the postmarked date.

Article 16 Waiver

The parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

Article 17 Audit

The CRA shall maintain records of all documents, notices, checks, and other records required or produced under this Agreement or related thereto. The Artist agrees to the maintenance of such records for archival purposes. Such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, City Clerk, or a designated representative of any of these officers. Copies of such documents shall be provided to the CRA for inspection when it is practical to do so. Access to such records and documents shall also be granted to any party authorized by

the Artist, the Artist's representatives, or the Artist's successors-in-interest. The CRA will comply with any open records law applicable to these records.

Article 18 Conflict of Interest

The Artist and the CRA shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 19 Dispute Resolution

In the event of a dispute related to this Agreement or the Artwork, each party agrees to negotiate a resolution to such breach in good faith. If the dispute is not resolved through good faith negotiation after sixty (60) days following such dispute arising, all parties agree to submit to mediation. Each party agrees to be responsible for its own attorney's fees except as otherwise provided for herein or by statute.

Article 20 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

Article 21 Severability

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Florida invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Article 22 Governing Law and Venue

This contract shall be governed by the laws of the State of Florida both as to interpretation and performance and venue lie in Manatee County, Florida.

Article 23 Public Records

To the extent applicable, Artist shall comply with the requirements of Florida's Public Records laws, specifically including the following:

a. Artist shall keep and maintain public records required by the CRA in order to perform the service;

b. Upon request from the CRA, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

c. Artist shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Artist does not transfer the records to the CRA;

d. Artist shall upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of Artist or keep and maintain public records required by the CRA to perform the service. If Artist transfers all public records to the CRA upon completion of the contract, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records upon completion of the contract, Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA; and;

e. Artist acknowledges that all information relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com

Article 24 E-Verify

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Artist hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Artist further represents

that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. The Artist hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the Effective Date of this Agreement. If the Artist has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the CRA.

Article 25 Indemnity

The Artist shall indemnify, protect, defend and hold harmless the CRA, the City of Bradenton and their subdivisions, officials, employees and agents, contractors and insurers from and against all liabilities, obligations, losses, damages, judgements costs or expenses (including legal fees and cost of investigation) ("collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist; or (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. Notwithstanding the foregoing, Artist shall have no obligation under this section with respect to any Losses solely caused by the active negligence or willful misconduct of the CRA or the City of Bradenton and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that its obligation to defend in this Section:

a. is an immediate obligation, independent of its other obligations hereunder;

b. applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and

c. arises at and continues after the time the Loss is tendered to Artist.

Article 26 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

Article 27 General Provisions

27.1 Headings; Gender. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. Any gender-specific references in this Agreement are intended to be all-inclusive, such that the masculine will be deemed to include the feminine and the feminine deemed to include the masculine.

27.2 Remedies. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance. The specification of remedies in this Agreement will not be deemed to be exclusive.

IN WITNESS THEREOF, the parties have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement, this ____ day of _____, 2023.

ARTIST

By: Reinaldo Correa

Print Name: Reinaldo D. Correa

Its: Reinaldo Correa Studio LLC, Owner

COMMUNITY REDEVELOPMENT AGENGY OF THE CITY OF BRADENTON (CRA)

By: _____

Print Name: Josh Cramer

Its: CRA Chair

EXHIBIT 1
PRELIMINARY DESIGN
(As attached hereto)

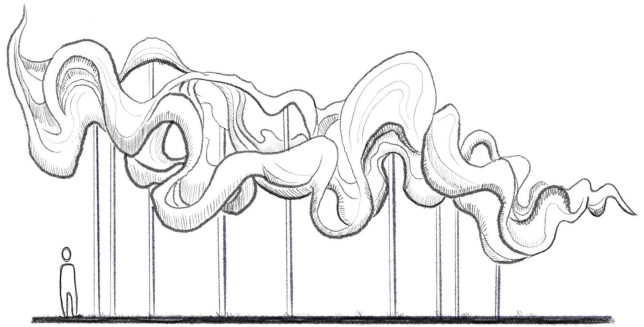

REINALDO CORREA STUDIO

Concept 1: “The Singing River”

"The Singing River" artwork concept is a testament to the rich cultural heritage of Bradenton, Florida, inspired by the legendary Humming River and its enigmatic Mystic Music. Through its fluid and dynamic design, this artwork embodies the ever-changing nature of rivers and the impact they have had on the lives of people from the past, present, and future.

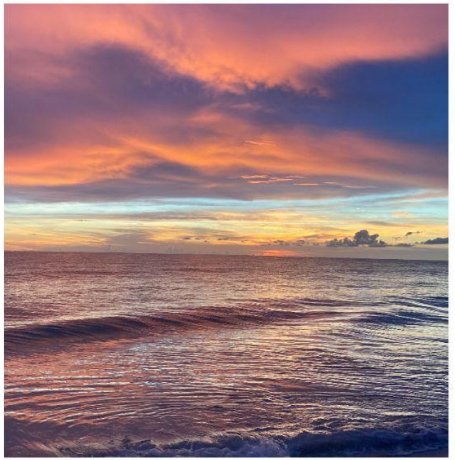
To minimize its impact on the site and emphasize the natural beauty of the surroundings, this concept works within the existing conditions, creating an experiential journey for visitors through innovative fabrication techniques, installation and illumination. As the artwork lights up and transforms between day and night, it creates a dynamic visual experience, captivating viewers with its vibrant colors and textures inspired by the surrounding natural heritage.

In addition to its visual appeal, "The Singing River" explores the possibility of generating a soothing sound through its construction and capturing of wind, further enhancing the immersive experience of the artwork. Through its celebration of Bradenton's natural heritage and cultural legacies, this artwork inspires all who encounter it to reflect on the importance of preserving tradition for future generations.













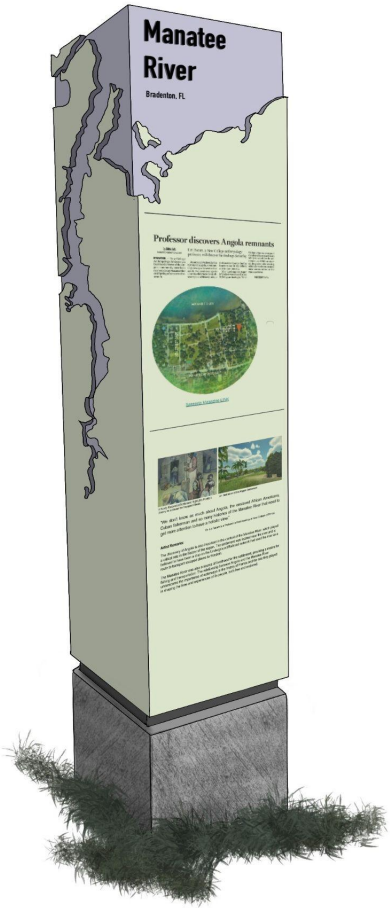


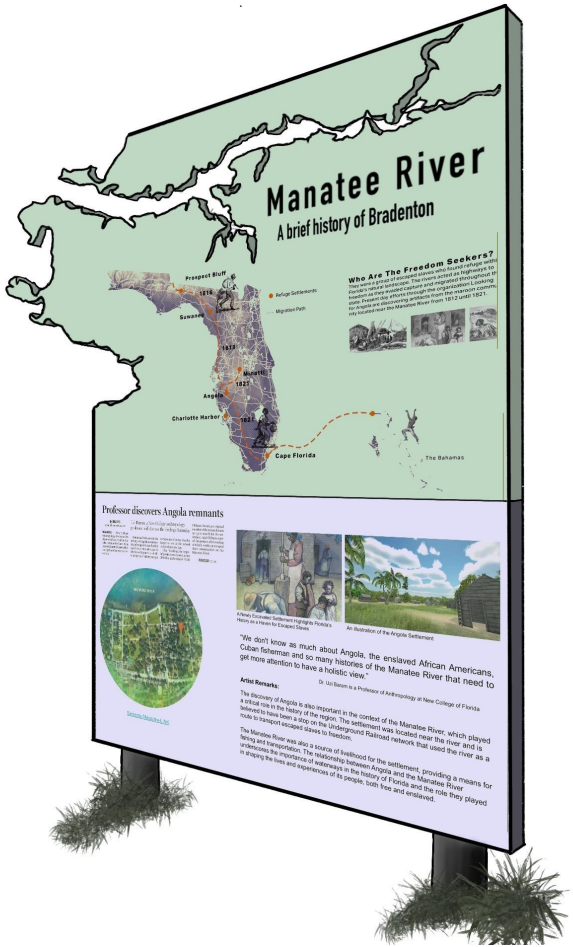




Artwork Color Explorations

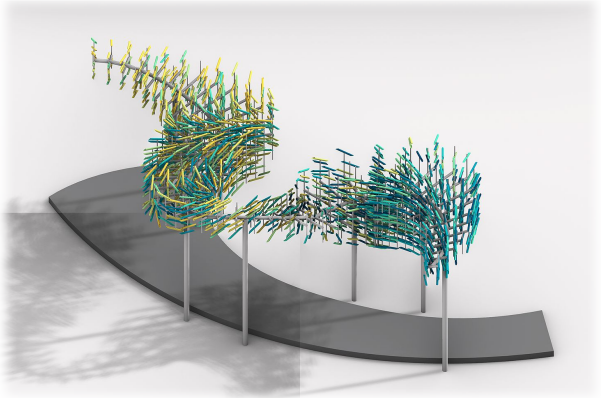

N
POPULAR PATH
SITE RECOMMENDATIONS
RIVER WALK
INTEPRETIVE KIOSK
MANATEE RIVER
SITE 1
Primary Site Recommendation
SITE 2
Secondary Site Recommendation


Manatee River
Bradenton, FL
Professor discovers Angola remnants

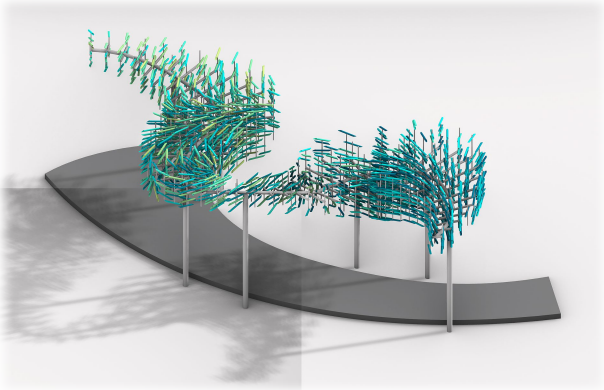

Manatee River
A brief history of Bradenton
Who Are The Freedom Seekers?
Prospect Bluff
1816
Suwanee
1817
Mobrille
1827
Angola
Charlotte Harbor
1821
Cape Florida
The Bahamas
Refuge Settlements
Migration Path
Professor discovers Angola remnants
"We don't know as much about Angola, the enslaved African Americans, Cuban fisherman and so many histories of the Manatee River that need to get more attention to have a holistic view."
Dr. Uzi Baram is a Professor of Anthropology at New College of Florida
Artist Remarks:


Manatee River
Bradenton, FL
Bradenton River Walk

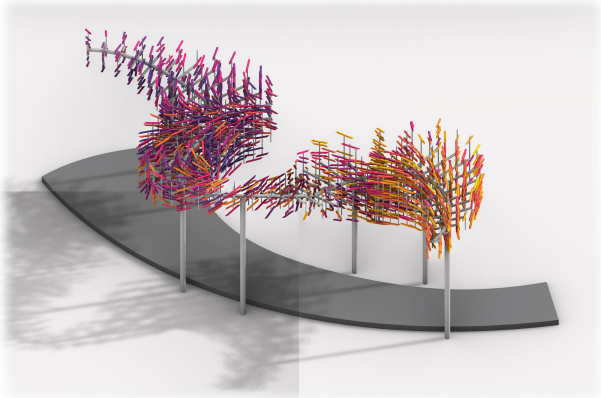

Manatee River
Bradenton



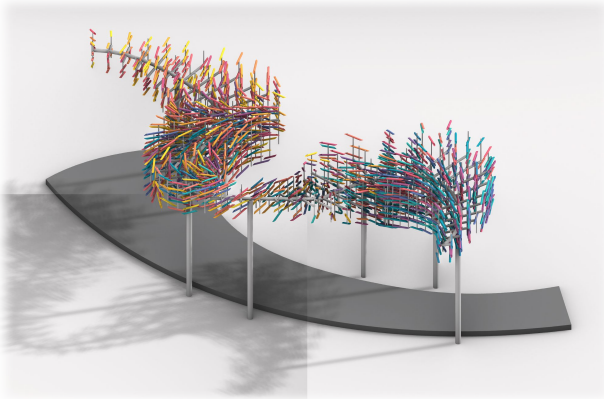
Color Scheme 1: Inspiration - Flora



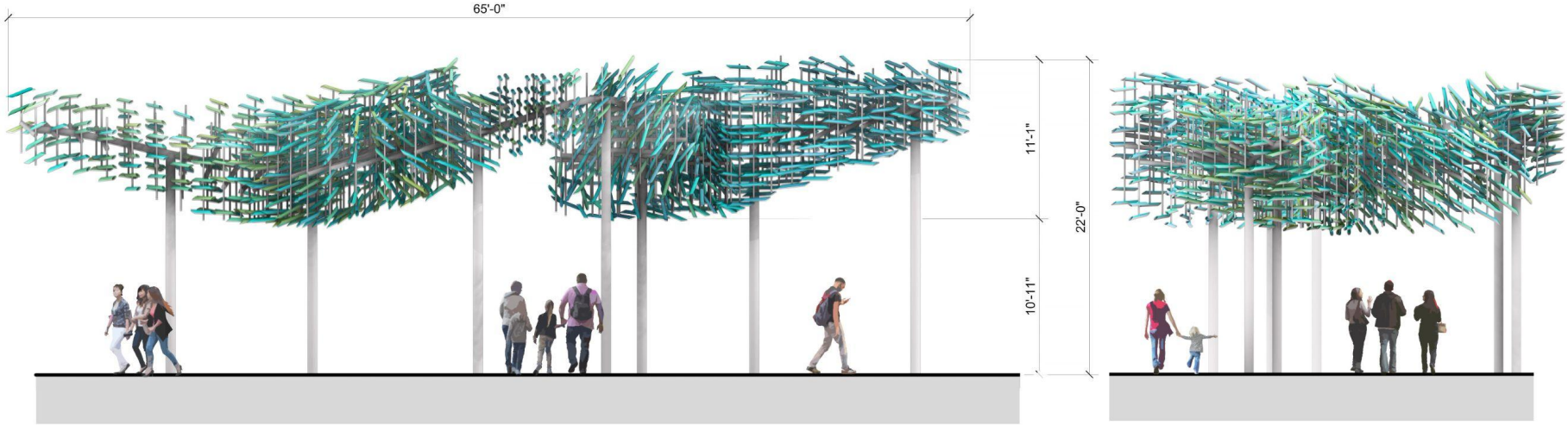
Color Scheme 2: Inspiration - Water



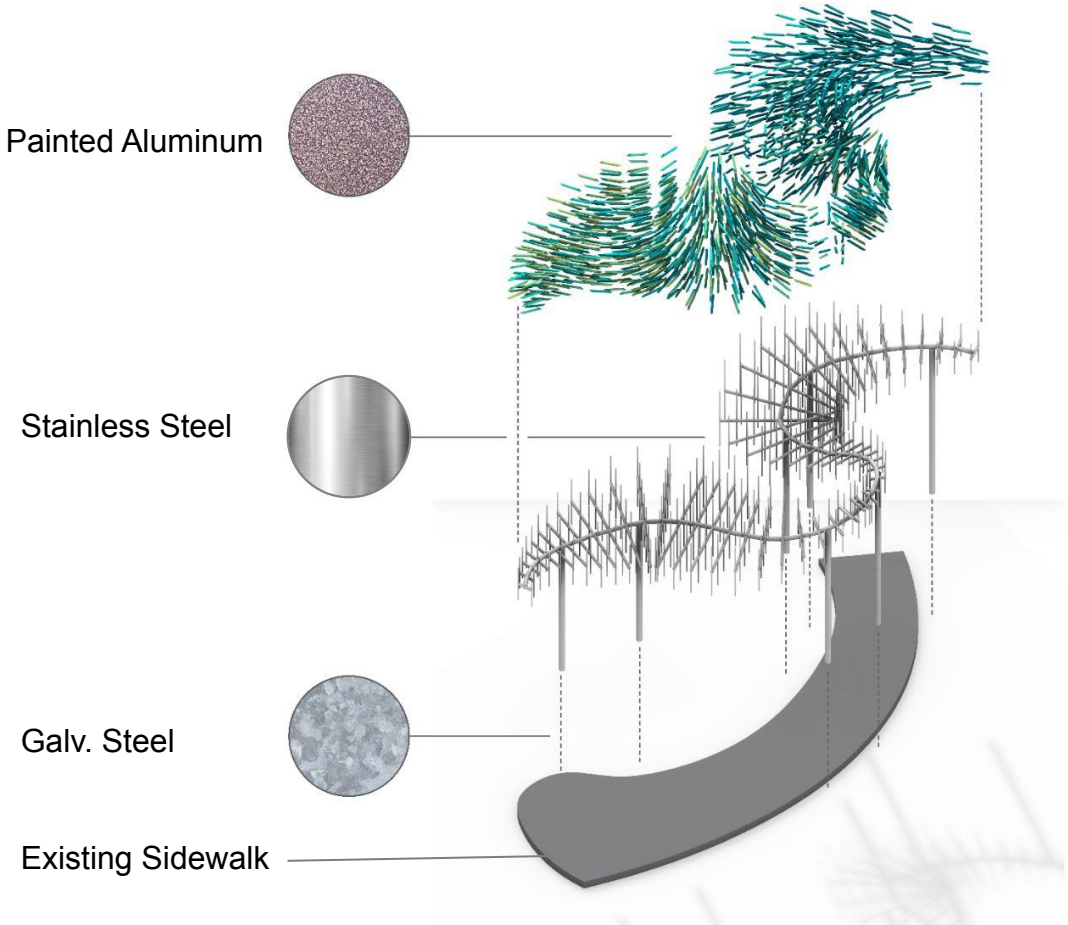
Color Scheme 3: Inspiration - Sunset



Color Scheme 4: Inspiration - Natural Heritage


65'-0"
11'-1"
22'-0"
10'-11"

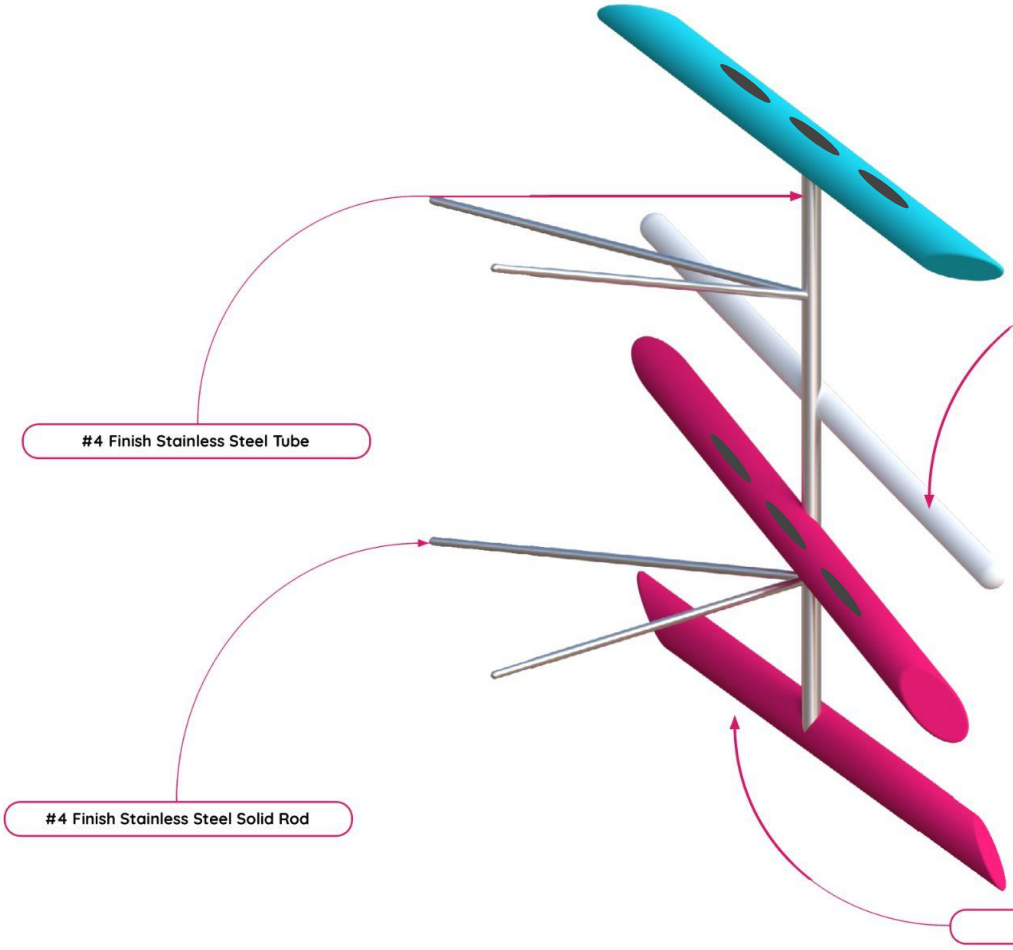



Painted Aluminum
Stainless Steel
Galv. Steel
Existing Sidewalk



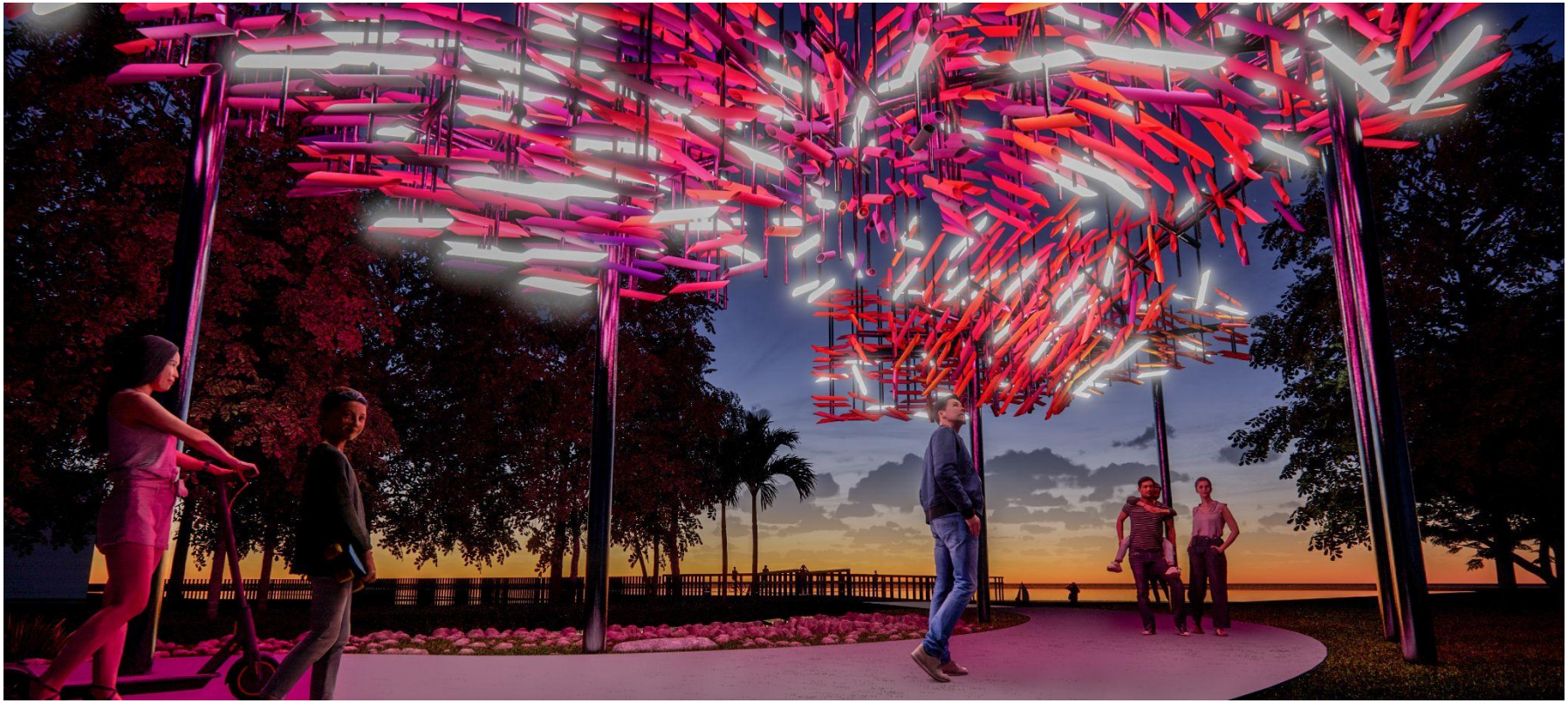


NOTES:
- Optional immersive sound experience.
- Future Design Development with Sound Engineer.
- Similar acoustic mechanic as a pan flute.










THANK YOU!
On behalf of our entire team

EXHIBIT 2
PRELIMINARY BUDGET
(As attached hereto)

EXHIBIT 3
SCHEDULE AND PAYMENT SCHEDULE

The following sequence of activities is agreed to by all parties, contingent upon the CRA and Artist completing all obligations outlined in the Agreement, including construction at the Site and completion of the previous Phase. Notwithstanding anything contained in this Agreement to the contrary, the CRA and the Artist will review the Estimated Dates for each Phase below and update the same after Final Design is submitted to CRA.

PHASE	DELIVERABLES, OBLIGATIONS, AND/OR SERVICES	ESTIMATED DATE
1	Execution of Agreement.	_____, 2023
2	The Artist's completion and submission of the Concept Design. The CRA review and acceptance of the Concept Design.	Artist Submit: December 8, 2023 Public Art Advisory Board Recommend Approval: December 12, 2023 CRA Approval: December 19, 2023
3	The Artist's completion and submission of Stamped Footings Documents to the CRA. The CRA completion of the construction of all improvements to the Site contemplated by the Stamped Footings Documents.	January 15, 2023, subject to Concept Design approval and CRA completion of all required construction contemplated by Stamped Footings Documents.
4	The CRA submission to the Artist of As-Built drawings of construction of CRA-required improvements to the Site. If necessary, the Artist shall complete and submit to the CRA a revised Concept Design, based on the As-Built drawings of the Site improvements.	Date to be finalized upon completion of final design

5	The Artist's completion and submission of the Final Design. The Artist shall commence fabrication of the Artwork as soon as is practicable after CRA approval of Final Design.	The Artist Submit: Within sixty (60) days of Artist receipt of As-Built drawings from the CRA. The CRA Approve: 30 days after Artist submission of Final Design to the CRA.
6	The Artist's completion of fifty percent (50%) of the fabrication of the Artwork.	Estimated prior to one hundred twenty (120) days after the Artist commencement of fabrication.
7	Completion of fabrication; transportation and installation of the Artwork on the Site.	Estimated one hundred eighty (180) days after the Artist's commencement of fabrication.
8	The CRA's final review and acceptance of the installed Artwork. The Artist's delivery of the updated Maintenance Guidelines, if any, to the CRA	The CRA Acceptance: Response within fifteen (15) days of installation. Updated Maintenance Guides delivered: Within fifteen (15) days of the CRA Acceptance.
9	Dedication of the Artwork.	

The CRA shall pay the Artist a total an amount not to exceed $350,000.00, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments:

Payment Due	Payment Number	Installment Amount	Percentage of Total Artist Fee
Completion of Phase 1	Payment 1	$70,000.00	20%
Completion of Phase 2	Payment 2	$175,000.00	50%
Completion of Phases 3, 4, 5, 6	Payment 3	$52,500.00	15%
Completion of Phase 7	Payment 4	$35,000.00	10%
Completion of Phase 8	Payment 5	$35,000.00	10%

EXHIBIT 4

INSURANCE FORMS

Insurance – General

Before performing any services contemplated under this Agreement, Artist shall procure and maintain, during the life of the Agreement, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the CRA and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The CRA and the City, their officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the CRA. The CRA shall retain the right to review, at any time, coverage, form, and amount of insurance.

A. **Workers' Compensation/Employers Liability:**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Agreement which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	$100,000
(Disease-Policy Limit)	$500,000
(Disease-Each Employee)	$100,000

B. **Commercial General Liability**.

The limits are to be applicable only to services performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits:

General Aggregate:

Products/Completed Operations Aggregate	$1,000,000	
Personal and Advertising Injury		$1,000,000
Each Occurrence		$1,000,000
Fire Damage (Any One Fire)	$Nil	
Medical Expense (Any One Person)	$Nil	

ADDITIONAL INSURED: The CRA and the City, shall be specifically named as additional insured on the Commercial General Liability Policy.

C. **Automobile Liability**

Including coverage for owned, non-owned, leased or hired vehicles, providing the following minimum coverage:

i) bodily injury liability of $[50,000] for each person,
ii) $[300,000] per occurrence,
iii) property damage liability of $[25,000] for each occurrence.

The Artist agrees to keep in good standing a valid driver's license at all times, where appropriate, during the term of this Agreement.

D. **Transportation/Cartage, all risk**

Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under Exhibit 3.]

E. **All Risk Installation**

Covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of the beginning of installation of the Artwork under Exhibit 3.

F. **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the CRA before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Agreement, including any warranty periods.

G. **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the CRA, prior to the commencement of any services contemplated under this Agreement. If the initial insurance expires prior to the completion of services by Artist, renewal certificates of insurance and required copies of policies shall be furnished by Artist and delivered to the CRA thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner

create any liability of the CRA or the City in connection with any claim against Artist for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of Artist or Artist's sureties to the CRA or the City, or to any workers, suppliers, material men or employees in relation to this Agreement.

H. By way of its execution of the Agreement, Artist:

a. Represents that Artist maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the CRA; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the CRA and must be endorsed to provide same. Failure of KMB to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

I. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: _____

and

The Community Redevelopment Agency of the City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
Attn: _____
_____
Bradenton, FL _____

EXHIBIT 5
TRANSFER OF TITLE

STATE OF _____

COUNTY OF_____

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the Community Redevelopment Agency of the City of Bradenton, located in___,_____, its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by Agreement of _____, 20___, and as described therein.

Title: _____.

Location: _____.

IN WITNESS THEREOF, the Artist read and understand the terms set forth and agrees to transfer title to the Artwork as indicated, by execution of this Agreement, this ____ day of _____, 20__.

ARTIST

By: _____

Print Name: _____

Its: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 20__, by _____, Such person is personally known to me or has produced _____ as identification.

_____

[Notary Seal] Notary Public

_____

Name typed, printed or stamped

My Commission Expires:_____