AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, January 10, 2024
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

(The City does not endorse the religious beliefs of any speaker.)

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

5. 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 City. Comments will be accepted on the public hearings at the appropriate time.

6. ELECTION OF VICE MAYOR

7. APPOINTMENT OF CRA BOARD CHAIR AND VICE CHAIR

8. CONSENT AGENDA

a) City Administration: Agreement between the City of Bradenton and Bradenton Economic Development Corporation
Agreement with the Bradenton Economic Development Corporation

b) City Administration: Federally Funded Sub-Award & Grant Agreement for DR-4734 - Hurricane Idalia
Federally Funded Subaward & Grant Agreement for DR-4734 - Hurricane Idalia

c) City Administration: Resolution 24-02 - Policy & Procedures Governing Volunteer Advisory Boards & Committees
Resolution 24-02

d) Clerk: Resolution 24-03 - Council of Governments Meeting
Resolution 24-03

e) Event Review Committee: DeSoto Heritage Festival Grand Parade
Desoto Grand Parade Application and Detour Maps

f) Event Review Committee: Easterfest
Easterfest Application and Site Plan

g) Event Review Committee: River Regatta Fundraiser by Hernando de Soto Society
2024 Hernando de Soto Society Regatta Fundraiser Application and Site Plan

h) Event Review Committee: River Regatta Private VIP Party
2024 Regatta VIP Event Application and Site Plan

i) Finance: Budget Adjustment BA24-02
Budget Adjustment BA24-02

j) Finance: Resolution 24-04 - 2024 IRS Standard Mileage Rate
Resolution 24-04

k) Legislative: Acceptance of Donation from Gold Coast Eagle Distributing for Events Downtown
Memorandum of Agreement with Gold Coast Eagle Distributing

l) Police: Budget Adjustment BA24-03
Budget Adjustment BA24-03

m) Police: Budget Adjustment BA24-04
Budget Adjustment BA24-04

n) Purchasing: Continuing Services Contract with Veith Engineering & Business Solutions
Continuing Services Contract with Veith Engineering

9. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

ADMINISTRATION OF THE OATH

Anyone wishing to address City Council during the following public hearings will please stand and raise your right hand: "Do you swear or affirm that the factual statements and representations which you are about to present to this board will be truthful and accurate?"

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 24-01 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.23.4849; TO PERMIT A SIDEWALK CAFE WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 1201 1ST AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3325500001), IN THE T5 TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 24-01
SU.23.4849 - Application

SU.23.4849 - Staff Report

SU.23.4849 - Presentation
12-20-23 Planning Commission Draft Minutes

b) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4027 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS, CHANGING ZONING FROM R-2, MEDIUM DENSITY RESIDENTIAL, TO PDP, PLANNED DEVELOPMENT PROJECT, FOR THE PROPERTIES LOCATED AT 1201 27TH STREET EAST AND 2906 11TH AVENUE EAST (PARCEL ID NUMBERS 1387000050 AND 1387200007), MORE PARTICULARLY DESCRIBED HEREIN, APPROVING A PDP SITE PLAN FOR 66 SEMIDETACHED RESIDENTIAL UNITS; SUBJECT TO STIPULATIONS AS CONDITIONS OF APPROVAL; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4027
PDP.23.4841 - Application
PDP.23.4841 - Staff Report
PDP.23.4841 - Presentation
12-20-2023 Planning Commission Draft Minutes

c) Planning & Community Development:

ORDINANCE 4024 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 15-FOOT ALLEY AS SHOWN ON THE PLAT OF JOHN A GRAHAM'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 877, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF 8TH AVENUE EAST AND WEST OF 12TH STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4024
RV.23.4299 Application Permit
RV.23.4299 Staff Report\
RV.23.4299 Presentation
12-20-23 Planning Commission Draft Minutes

d) Community Redevelopment Agency: ORDINANCE 4029 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4029
Central CRA Redevelopment Plan

e) Community Redevelopment Agency: ORDINANCE 4030 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE BRADENTON COMMUNITY REDEVELOPMENT AREA TO THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; EXPANDING THE BOUNDARIES OF THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4030
Downtown CRA Redevelopment Plan

f) Community Redevelopment Agency: ORDINANCE 4031 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE 14TH STREET COMMUNITY REDEVELOPMENT AREA TO THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4031
Tamiami CRA Redevelopment Plan

10. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) City Administration: City Hall Disposition Update
Preliminary Agreement for the Sale and Development of Real Property
Exhibit B to Preliminary Agreement - Term Sheet

b) Community Redevelopment Agency:

City Centre Parking Facility Mural Installation
Potential Mural Site on City Centre Parking Garage

11. UNFINISHED BUSINESS

12. COUNCIL REPORTS

13. DEPARTMENT HEAD REPORTS

14. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 4:30

p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

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 such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
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. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL 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 City. 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 City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, 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 Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) 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 City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement between the City of Bradenton and Bradenton Economic Development Corporation

SUGGESTED ACTION: Approve and authorize Agreement

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has coordinated with the Bradenton Economic Development Corporation ("EDC") to create and manage an updated economic development program for the City to increase the flow of new dollars to the City to broaden the tax base, which will provide more opportunities for a better quality of life for City residents. The agreement shall be for an initial term of one (1) year with two (2) additional one (1) year renewal periods with the not to exceed amount of $100,000.00 for the initial term.

FINANCIAL IMPACT:
The $100,000 for this contract is part of the Administrative budget for FY '23-24.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille has reviewed and approved.

SUGGESTED MOTION:
Motion to approve the Agreement with Bradenton Economic Development Corporation.

ATTACHMENTS:

Agreement with the Bradenton Economic Development Corporation

CONTRACT FOR ECONOMIC DEVELOPMENT PROGRAM

THIS CONTRACT (the "Contract") is made and entered into as of the _____ day of _____, 2024, by and between THE CITY OF BRADENTON, a Florida municipality (the "City") and the BRADENTON AREA ECONOMIC DEVELOPMENT CORPORATION, a Florida not-for-profit corporation (the "EDC").

WITNESSETH

WHEREAS, the EDC is the lead economic development organization for Manatee County with the mission of diversifying the local economy by attracting and retaining high-wage jobs and providing access to resources established businesses need to be successful; and

WHEREAS, the City desires to enter into an agreement with the EDC whereby the EDC will create and manage an updated economic development program for the City to increase the flow of new dollars to the City to broaden the tax base, which will provide more opportunities for a better quality of life for City residents; and

WHEREAS, to aide in the creation and management of the updated economic development program, the EDC has agreed to appoint an Economic Development Action Plan Community Outreach and Administrative Coordinator for the City.

NOW, THEREFORE, the City and the EDC, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

A. SCOPE OF WORK

The EDC shall perform the services described in the scope of work attached hereto and incorporated herein as Exhibit "A" (the "Scope of Work"). The EDC agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills to perform the Scope of Work.

B. ECONOMIC DEVELOPMENT ACTION PLAN COMMUNITY OUTREACH AND ADMINISTRATIVE COORDINATOR FOR THE CITY

The EDC shall appoint an employee or contractor of the EDC to act as Economic Development Action Plan Community Outreach and Administrative Coordinator (the "Coordinator") to the City and provide the services as outlined in Exhibit "B," which is attached hereto and incorporated herein (the "Coordinator Services"). The EDC's appointment of a Coordinator shall be subject to the approval of the City Administrator or designee, which approval shall not be unreasonably withheld.

C. TERM

This Contract shall commence upon execution by both the City and the EDC and shall continue thereafter for a term of one year. The Contract may be extended for a maximum of two additional 1-year renewal periods upon the written mutual consent of the Parties.

D. COMPENSATION AND PAYMENT

In consideration for the services to be performed by the EDC under the Scope of Work, the City shall pay the EDC the total amount of One Hundred Thousand Dollars ($100,000.00) (the "Contract Sum"), to be paid in two payments of Fifty Thousand Dollars ($50,000.00), with the first payment being made on or before _____, 2024, and the final payment being made on or before _____, 2024. In addition, the City shall reimburse the EDC for its actual costs incurred in procuring the Coordinator Services, plus a five (5%) percent fee for administration.

The City's performance and obligation to pay under this Contract is contingent upon necessary appropriations by City Council. The appropriation for the initial term of this Contract has been included in the City's FY 2023-2024 budget. The City shall promptly notify the EDC if the necessary appropriations are modified or not included in future budgets.

E. MODIFICATIONS/ADDITIONAL SERVICES

No modifications to this Contract shall be binding unless incorporated into a written amendment executed by both Parties hereto.

F. RESPONSIBILITIES OF THE EDC

1. The EDC acknowledges that it has the ability to perform the Scope of Work for the City and that it will perform the services as required.

2. The EDC shall comply with all federal, state, and local laws, regulations and ordinances applicable to the Scope of Work, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

3. The EDC shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the EDC offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives, upon prior written notice to the EDC. Such records shall be retained for a minimum of three (3) years after completion of the services.

4. The timely performance and completion of the Scope of Work is of the essence and important to the interests of the City.

5. The EDC shall ensure that the Coordinator and all other key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks.

G. OBLIGATIONS OF CITY

1. City shall cooperate fully with the EDC in the performance of its obligations under this Contract.

2. City shall timely produce and complete accurate information necessary to effectuate the Scope of Work, at the request of the EDC. City further agrees to provide the EDC with notice of any material changes in City's organization and/or operations, or in any other material information provided under this Contract, related to the EDC's Scope of Work.

H. PUBLIC RECORDS

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

1. The EDC shall keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City, provide the City 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;
3. The EDC 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 agreement term and following completion of the agreement if the EDC does not transfer the records to the City; and
4. The EDC shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the EDC or keep and maintain public records required by the City to perform the service. If the EDC transfers all public records to the City upon completion of the agreement, the EDC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the EDC keeps and maintains public records upon completion of the agreement, the EDC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE EDC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EDC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

I. 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 EDC hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The EDC further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. The EDC hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If the EDC has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the City.

J. MISCELLANEOUS

1. This Contract and attachments constitute the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

2. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

3. The parties hereto do not intend, nor shall this Contract be construed to, grant any rights, privileges or interest to any third party.

4. The Contract shall be governed by the laws of the State of Florida. Venue for any action arising under this Contract shall be in Manatee County, Florida.

5. The Parties shall not assign any interest in this Contract nor transfer any interest in same (whether by assignment or novation) without the prior written consent of the other Party.

6. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.

7. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.

8. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.

9. Any notices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To the City:
City of Bradenton
Attn: _____
_____
Bradenton, Florida _____

With a copy to:
Blalock Walters, P.A
Attn: Scott E. Rudacille, Esquire
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

To the EDC:
_____
_____
_____
_____
Email: _____

With a copy to:
_____
_____
_____
_____
Email: _____

IN WITNESS WHEREOF, the parties have executed the Contract as of the date last below written.

WITNESS:

Print Name: _____

Signed By: _____

Date:_____

BRADENTON AREA ECONOMIC DEVELOPMENT CORPORATION:

Print Name:_____

Signed By: _____

Title:_____

Date: _____

CITY OF BRADENTON

ATTEST:

BY:_____
TAMARA MELTON
City Clerk

BY: _____
GENE BROWN
Mayor

Date: _____

Approved as to form:

BY:_____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT "A"

EDC Proposed Scope of Work

1. The EDC shall engage the services of a professional consultant to develop a detailed strategy for a City Economic Development Action Plan ("Plan"). The Plan will identify proactive economic development opportunities in specific geographic areas of the City.

2. The EDC, in collaboration with the consultant, will develop an implementation plan to include overall strategies and the action items designed to achieve goals, assignment of responsibilities, timing, resources, potential cost, and other funding sources.

3. The EDC will be responsible for the administration, management and facilitation of all activities related to the creation of the City Economic Development Action Plan.

4. The EDC will serve as the lead organization for all economic development activities for the City and will collaborate and engage with other entities interested in participating in strategies focused on positive economic development outcomes for the City.

5. The EDC will identify and convene private sector parties interested in investment opportunities in the City and serve as a liaison to navigate through government processes.

6. The EDC will conduct quarterly meetings with all Bradenton City Council members to keep them informed about the status of City economic development initiatives and activities.

7. The EDC will include an update to the public about the City's economic development activities at the EDC's Annual Update Luncheon.

8. The EDC will be responsible for engaging with a digital marketing agency to create and implement a strategic marketing program to best position the City for new investment that promotes positive economic development.

9. The EDC will create a new city micro website highlighting community assets, demographics and labor statistics and other relevant information to well position the City for business attraction and expansion.

10. The EDC will collaborate with the City to implement a rapid response permitting program for economic development projects.

11. The EDC will collaborate with the City to create relevant economic development incentive programs to encourage business attraction and expansion.

12. The EDC will serve as the first point of contact for inquiries from prospective businesses interested in locating in the City.

13. Through careful data analysis utilizing Impact Data Source, the EDC will be responsible for the qualification of all business recruitment and or expansion leads interested in locating in the City.

14. The EDC will be responsible for all management activities related to qualified leads, i.e., site location, workforce grants, incentive negotiations, etc.

EXHIBIT "B"

Economic Development Action Plan Community Outreach & Administrative Coordinator Services

Overview

The Economic Development Action Plan Community Outreach and Administrative Coordinator will play a key role supporting the Bradenton Area Economic Development Corporation (EDC) in the successful creation and implementation of the City of Bradenton's Economic Development Action Plan.

The Coordinator will help lay the groundwork for this Plan by identifying all parties in both the city and the county interested in the revitalization/redevelopment of the city of Bradenton. Parties will include, but are not limited to: elected officials, community stakeholders, neighborhood organizations, HOAs, private sector businesses, and others.

The goal is to foster effective communication and collaboration in the development and implementation of a Plan that is actionable and transformative.

The Coordinator will be responsible for collaborating with the EDC's new City Economic Development Manager to ensure the smooth execution of various activities outlined in the action plan.

Key responsibilities are as follows but not limited to:

Economic Development Action Plan

Work in collaboration with the EDC team to choose a planning firm to create an Economic Development Action Plan for the City of Bradenton.

Create scope of work for the planning firm agreement with the EDC.

Identify areas of expertise as applicable to the Plan

Review qualifications and credentials

Check references

Evaluate communication skills

Assess problem solving skills

Consider cultural fit

Understand approach and methodology

Confirm project timeline and deliverables

Evaluate cost and value proposition

Coordination and Communication

Serve as the lead point of contact for all communications related to the creation of the Plan. Coordinate and schedule meetings, workshops, and events involving stakeholders, project teams, external partners, etc.

Attend meetings, events, and forums as EDC's representative and build relationships with key stakeholders, including city officials, community leaders, and residents.

Facilitate effective communications between different city departments and external entities involved in the Plan.

Identify potential risks or challenges to the successful implementation of the Plan and communicate them to the EDC team.

Government Liaison

Act as a bridge between the EDC and the City of Bradenton, facilitating effective communication and collaboration with the City Administrator and others that he may designate.

Represent the EDC at meetings of the Visioning Project's Steering Committee.

Attend all meetings of joint governmental bodies to include but not limited to: Council of Governments, Metropolitan Planning Organization, etc.

Administrative Support to Bradenton Area EDC team

Develop and maintain a comprehensive document repository for the Plan, including project plans, meeting minutes, and relevant reports.

Conduct bi-weekly status update meetings with the President/CEO and the Vice President of the EDC.

Prepare regular status reports summarizing progress, challenges, and upcoming milestones.

Assist in the creation of presentations and materials for internal and external presentations.

Assist in the preparation and distribution of project-related materials and documentation.

Ensure that all administrative processes align with organizational policies and guidelines.

Provide accurate, detailed invoicing.

Stakeholder Engagement

Support efforts to engage and involve key stakeholders, including community members, businesses, and government agencies.

Assist in organizing public forums, workshops, and other events to gather input and feedback on economic development initiatives.

Deliverables

The Coordinator will conduct bi-weekly meetings with the EDC team to update on status of selection of Economic Development Action Plan consultants.

The Coordinator in collaboration with the EDC team will facilitate meetings as needed with the City of Bradenton leadership to provide updates on the progress of the creation of the Plan

The Coordinator will be responsible for keeping the consulting firm on schedule with a January 2025 end date to deliver a completed Plan to the City of Bradenton

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Federally Funded Sub-Award & Grant Agreement for DR-4734 - Hurricane Idalia

SUGGESTED ACTION: Acceptance and approval of the Federally Funded Sub-Award & Grant Agreement for DR-4734 - Hurricane Idalia and authorize execution by the Mayor.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is the FEMA Public Assistance Disaster Grant administered by the Florida Department of Emergency Management for reimbursement of funds expended by the City of Bradenton in response to Hurricane Idalia.

FINANCIAL IMPACT:
This will allow reimbursement of funds previously expended by the City of Bradenton in response to Hurricane Idalia. The amount of the reimbursement award has not yet been determined.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to accept and approve the Federally Funded Sub-Award and Grant Agreement for DR-4734 - Hurricane Idalia and authorize execution by the Mayor.

ATTACHMENTS:

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	Bradenton, City of
Subrecipient's unique entity identifier:	P3FLJ98L86V8
Federal Award Date:	09/01/2023
Subaward Period of Performance Start and End Date (Cat A-B):	08/31/2023 - 2/29/2024
Subaward Period of Performance Start and End Date (Cat C-G):	08/31/2023 - 2/28/2025
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Bradenton, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name	Mr. Stephane Malet
Title	Grant Program Manager
Bureau of	Recovery
Address:	Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Telephone:	(850) 815-4469
Email:	Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Rebecca Desch
Address: 1010 9th Avenue West
Bradenton, FL 34205

Telephone: 941-932-9625
Email: rebecca.desch@bradentonfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4734 - Hurricane Idalia Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Attachment A – Certification Regarding Debarment

ii. Attachment B – Systems Access Form

iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Bradenton, City of

By: _____
(Signature)

Name: Gene Brown

Title: Mayor

Date: January 10, 2024

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Gene Brown, Mayor
Name and Title

101 Old Main Street
Street Address

Bradenton, FL, 34205
City, State, Zip

January 10, 2024
Date

Bradenton, City of
Subrecipient's Name

Z3958
DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Bradenton, City of

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Gene Brown	Name: Rebecca Desch
Signature:	Signature:
Organization / Official Position: City / Mayor	Organization / Official Position: Fire Dept / Business Ops Mgr
Mailing Address: 101 12th Street West	Mailing Address: 1010 9th Avenue West
City, State, Zip: Bradenton, FL 34205	City, State, Zip: Bradenton, FL 34205
Daytime Telephone: 941-932-9400	Daytime Telephone: 941-932-9625
E-mail Address: gene.brown@bradentonfl.gov	E-mail Address: rebecca.desch@bradentonfl.gov
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Corey Fortin	Name: Heidi Warnemunde
Signature:	Signature:
Organization / Official Position: City / Policy, Planning, Procedures, and Real Estate Administrator	Organization / Official Position: City / Assistant Finance Director
Mailing Address: 101 12th Street West	Mailing Address: 101 12th Street West
City, State, Zip: Bradenton, FL 34205	City, State, Zip: Bradenton, FL 34205
Daytime Telephone: 941-932-9451	Daytime Telephone: 941-932-9475
E-mail Address: corey.fortin@bradentonfl.gov	E-mail Address: heidi.warnemunde@bradentonfl.gov
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name:	Name:
Signature:	Signature:
Organization / Official Position:	Organization / Official Position:
Mailing Address:	Mailing Address:
City, State, Zip:	City, State, Zip:
Daytime Telephone:	Daytime Telephone:
E-mail Address:	E-mail Address:

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

January 10, 2024

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Bradenton, City of **Date:** January 10, 2024

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** 10 **Day:** 01

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000283

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 081-07950-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or contractor, City of Bradenton, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/contractor's Authorized Official

Gene Brown, Mayor
Name and Title of Subrecipient/contractor's Authorized Official

January 10, 2024
Date

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-02 - Policy & Procedures Governing Volunteer Advisory Boards & Committees

SUGGESTED ACTION: Approve and adopt Resolution 24-02.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The purpose of this policy is to establish uniform guidelines to ensure that advisory boards or committees function and operate in accordance with all applicable laws and regulations, as well as the expectations of the Bradenton City Council with respect to the administration of their duties as a board or committee outlined in the Ordinance or Resolution by which they were established.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved.

SUGGESTED MOTION:
Motion to approve and adopt Resolution 24-02.

ATTACHMENTS:
Resolution 24-02

CITY OF BRADENTON
RESOLUTION NUMBER 24-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE POLICY AND PROCEDURES GOVERNING VOLUNTEER ADVISORY BOARDS & COMMITTEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has various volunteer boards. These boards are an integral part of citizen participation in local government and aid in the proper growth, development and stability of the City; and

WHEREAS, the City Council wishes to memorialize a uniform set of procedures and guidelines to be followed by the members of said volunteer boards to ensure advisory boards or committees function and operate in accordance with all applicable laws and regulations, as well as the expectations of the Bradenton City Council with respect to the administration of their duties;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City of Bradenton hereby adopts the Policy & Procedures Governing Volunteer Advisory Boards & Committees;
2. Said Policy consists of 7 pages and is attached to and a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 10th DAY OF JANUARY, 2024.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

POLICY & PROCEDURES GOVERNING

VOLUNTEER ADVISORY BOARDS & COMMITTEES

Approved by City Council – Resolution 24-02 dated January 10, 2024

PURPOSE:

The purpose of this policy is to establish uniform guidelines to ensure that advisory boards or committees function and operate in accordance with all applicable laws and regulations, as well as the expectations of the Bradenton City Council with respect to the administration of their duties as a board or committee outlined in the ordinance or resolution by which they were established.

These procedures shall apply uniformly to all City of Bradenton Advisory Boards and Committees. The procedures are intended to supplement matters covered in existing Resolutions creating said Boards and Committees.

DEFINITIONS:

"Advisory Boards or Committees" are defined as those bodies created by the Bradenton City Council for the purpose of advising the Council on matters related to the business of City government. Advisory boards generally have authority only to advise and make recommendations to Council and do not have the authority to establish policies or make decisions on behalf of the City Council.

"Public Records". Section 119.011(12) F.S. defines public records to mean: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration.

PROCEDURE:

A. Creation

Advisory boards and committees should be created by resolution or Ordinance of the City Council, unless otherwise specified by State Statute. Resolutions and Ordinances creating advisory boards and committees should include, at a minimum:

- Express creation of the advisory board or committee
- Purpose and duties of the advisory board or committee
- Membership qualifications
- Terms of appointment
- Provisions for operation of the advisory board or committee
- Conditions of appointment or removal

B. Membership

1) Appointments. Representatives to advisory boards or committees are made by appointment of the Mayor and confirmed by City Council. Appointments will be made from applications of qualified potential members and confirmed by Council at a regular Council meeting.
2) Alternate Members. For those advisory boards or committees which have alternate members, an alternate member shall serve in the place of an absent regular member, and shall have all rights and responsibilities of the regular member, including the right to vote, unless the resolution or ordinance creating the advisory board or committee provides otherwise.
3) Attendance: Advisory Board and Committee members should make an effort to attend all meetings and arrive on time for the scheduled meeting. Members should notify the Board or Committee secretary or Chairperson of planned absences in advance of the meeting. Excessive absences and tardiness may result in a member's removal from the Board or Committee.
4) Quorum: The number of members which constitute a quorum shall be set forth in the resolution or ordinance creating the advisory board or committee. However, if quorum is not specified in any such resolution or ordinance, quorum shall be a majority of the advisory board or committee members then appointed.
5) Hold Overs: Advisory board and committee members may continue to serve following the expiration of their terms until the City Council fills the position which would be vacated.
6) Removal: Advisory board and committee members serve at the pleasure of the City Council. Any advisory board or committee member may be removed by the City Council in their discretion or as may otherwise be provided in the resolution or ordinance creating the advisory board or committee.

ROLES & RESPONSIBILITIES:

A. Advisory Board or Committee Members -

1. Orientation:

All new advisory board or committee members must sign an Oath of Office upon appointment and prior to participation in any meetings. All new advisory board and committee members must make an appointment with the City Clerk who will administer the Oath.

All new advisory board or committee members must receive training on Rules of Procedure, Florida's Government in the Sunshine Law, Public Records law and instructions on the use of City issued email. The City Clerk will coordinate the training for new advisory board or committee members. Each new advisory board or committee member will receive a copy of the Handbook for Volunteer Advisory Board

and Committee Members (copy attached, as may be amended from time to time) which includes an Overview of the Applicable Laws Relating to Government in the Sunshine, Public Records and Ethics as drafted by the City Attorney.

Further training will be provided on these topics via video prepared by the City Attorney and should be completed within 30 days of appointment.

All Advisory Board or Committee members must also take cybersecurity training that will be assigned by the IT Department to ensure knowledge of the risks of cyber-attacks, ransomware and malware, and phishing emails. Cybersecurity training is required for all new appointments and annually during the term.

Failure to complete the required training within 30 days will result in a recommendation to Council that the Advisory Board or Committee member be removed.

2. **Conduct & Expectations:**

Advisory Board or Committee members are expected to follow the City of Bradenton Pledge of Public Conduct as adopted by the City Council.

City of Bradenton
Pledge of Public Conduct

The following is the Pledge of Conduct adopted by the City Council:

We, the Mayor, City Council and employees of the City of Bradenton agree to:

*Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment;
*Encourage visible, involved and active participation among all;
*Promote improved communication through active listening, providing feedback and honest expression of ideas; and
*Utilize consensus for decision making;
* We realize that though we may disagree, we will be respectful of each other;
*We will direct all comments to the issues and will avoid personal attacks.

The various volunteer advisory boards and committees play an integral part in citizen participation in local government and aid in the proper growth, development and stability of the City. Serving on an Advisory Board or Committee is both a challenging and a rewarding opportunity. The following are some of the expectations the City has of its Advisory Board and Committee members:

- Act as a conduit for citizens input to the City's Elected Officials. Advisory Board and Committee Members should seek and consider input from citizens interested in or impacted by an issue in formulating a determination on an issue before the Advisory Board or Committee.
- Comply with all local, state and federal laws, rules and regulations.
- Prepare for and pay attention during each meeting and maintain a positive, respectfully and productive environment at all meetings.
- Provide advice and recommendations to City Council using only the authority granted to the Advisory Board or Committee by City Council.
- Act solely in an advisory capacity without compensation.
- Advisory Board or Committee members should make an effort to attend all meetings. Members should notify the Advisory Board or Committee Secretary or Chairperson of planned absences in advance of meetings. Excessive absences and tardiness may result in a members removal from an Advisory Board or Committee.
- All members have a valuable contribution to make to the Advisory Board or Committee and are asked to follow the City of Bradenton Pledge of Public Conduct when representing the City in their appointed role.
- Comply with annual financial disclosure requirements, if applicable to the Advisory Board or Committee to which they are appointed.
- Discharge their duties and responsibilities on the Advisory Board or Committee without favor or prejudice toward any person or group.
- Refrain from voting on any matters on which they may have a conflict. Should a member abstain from voting due to a conflict, the member must complete Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers. Form 8B can be obtained from the City Clerk's Office and a copy must be attached to the meeting minutes. Potential voting conflicts should be discussed with the City Attorney in advance of the meeting.

A. Electronic Communications

Members of all Advisory Board or Committees are required to use a City issued email address for all correspondence related to City business. The Administrative Aide to the Mayor will notify the IT Department of all new appointments and terminations. The IT Department will then create or close out an email account, as necessary. Outlook web access is accessible to all users where internet access is available. Passwords will be assigned at the time of administration of the Oath. Instructions on accessing Outlook are included in the Volunteer Advisory Board or Committee Handbook that will be provided at the time of administration of the Oath.

Email communications that are made or received in connection with City business are subject to Florida Public Records Law and must be preserved and maintained accordingly. All email messages made or received using a City issued email account are centrally logged and archived the moment they are sent or received, and are subject to review at any time. All emails are considered public record and shall be

retained for a specified length of time as determined by message content, City policy and state retention guidelines as interpreted by the City's administration. There shall be no expectation of privacy in anything created, stored, sent or received using city-supplied computer equipment. The Advisory Board or Committee Member will be set up with two factor authentication from the IT Department to access their email account to ensure the safety and security of the system.

In the event an email is made or received in connection with any City business via a **non**-city email server, account and/or device, it shall be the responsibility of the advisory board or committee member making or receiving the email to ensure that all such emails are preserved. **City business transmitted on a personal device, or on a non-City email account, shall be emailed (forwarded) to the advisory board or committee member's city email address to allow for archival and maintenance of the record.**

Messages sent or received in connection with any City business using an electronic format other than email (i.e. text messages; social media posts; etc.) shall be archived as well in accordance with all applicable laws; rules; requirements etc. applicable to such records, by the officer or advisory board or committee member who created the record.

In the event an Advisory Board or Committee member forgets their password, they must request a password reset through the staff liaison, and provide contact information. The staff liaison will confirm to the IT Department that the Advisory Board or Committee member is a current member and provide the contact information to the IT Department who will then contact the Advisory Board or Committee member to reset the password.

Chairperson -

The Chair of an Advisory Board or Committee plays an essential role in ensuring the effectiveness of the Advisory Board or Committee and has the following responsibilities:

- Ensure that meetings are conducted efficiently and that the Advisory Board or committee is focusing only on those issues that are relevant to the purpose of the Advisory Board or Committee;
- Ensure that all members are given an opportunity to share ideas, concerns and opinions on the issue before the Advisory Board or Committee;
- Ensure strict compliance with Florida's Government in the Sunshine Law, Public Records Law and Code of Ethics for Public representatives;
- Discourage repetitive arguments

B. Staff Liaison -

The staff liaison is a City staff member whose duty it is to help with the administration of meetings of the advisory board or committee and to serve as a conduit between the advisory board or committee, the Mayor, the City Attorney and City Council. The duties required of the staff liaison include, but may not be limited to:

- Publicly noticing the advisory board or committee meeting and reserving the meeting room
- Preparing the agenda, with backup materials, distributing to members, and making publicly available via the City's website
- Ensuring that all persons with disabilities are provided with the assistance necessary to enable them to effectively participate in meetings
- Keeping attendance records of meetings
- Taking minutes of meetings
- Maintaining all public records of the advisory board or committee
- Introduction of new members to the advisory board or committee and informing new members of the rules and processes which govern the advisory board or committee

MEETINGS:

All advisory boards or committees shall meet as the advisory board or committee deems appropriate to fulfill the mission designated by Council as set forth in the establishing ordinance or resolution. All meetings shall be open to the public and must be properly advertised. No business may be conducted at a meeting in the absence of a quorum. The public may observe all proceedings but may only contribute during designated public comment periods. An agenda shall be prepared and distributed in advance of each scheduled meeting by the City staff liaison. The agenda must include a designated opportunity for public comment. All meetings shall be recorded by audio. Minutes shall be taken by the staff liaison and retained by the City Clerk.

Government in the Sunshine & Public Records Laws and How They Relate to Volunteer Advisory Boards or Committees:

Chapter 119, Florida Statutes: Public Records

Section 119.01 General state policy on public records:

(1) It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.

Florida has a very broad definition of materials which constitute public records.

Section 119.011(12) F.S. defines "public records" to mean:

> All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

The term is defined broadly to include governmental or quasi-governmental boards or departments. Therefore, documents and materials generated by advisory boards or committees that provide advice or recommendations are public records, unless specifically exempted by Statute. The key to determining whether a record is made or received in connection with official business is whether the record is used to or prepared with the intent to ***"perpetuate, communicate or formalize knowledge***."

Chapter 286, Florida Statutes: Open Government

Section 286.011 Public Meetings and records; public inspection; criminal and civil penalties.

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, at which official acts are to be taken are declared to be public meetings open to the public at all times . . .

Section 119.011(2), F.S. defines the term "agency" to include:

Any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, for the purposes of this chapter, the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and any other public or private agency, person, partnership, corporation or business entity acting on behalf of any public agency.

The scope of Florida's Government in the Sunshine Laws applies to governmental proceedings at the state and local level and to elected and appointed boards. **The law has been applied to any gathering of two or more members of the same board or committee to discuss some matter which will foreseeably come before the board or committee for action.**

There are three basic requirements of Section 286.011, Florida Statutes:

(1) Meetings of public boards or commissions must be open to the public;
(2) Reasonable notice of meetings must be given;
(3) Minutes of the meetings must be taken.

The Office of the Attorney General for the State of Florida publishes a guide entitled "Government-in-the-Sunshine Manual" to assist the public and governmental agencies in understanding the requirements of and exemptions from Florida's open government laws. The Manual can also be viewed on the website of the Attorney General for the State of Florida at MyFLSunshine.com.



bradenton

The Friendly City

HANDBOOK

FOR VOLUNTEER ADVISORY BOARD OR COMMITTEE MEMBERS

INTRODUCTION

The City of Bradenton has various volunteer advisory boards or committees. Representatives of these advisory boards or committees are appointed by the Mayor and confirmed by the City Council. All advisory boards or committees are comprised of citizens serving in a voluntary capacity for the purposes of providing assistance and advice to the City Council and receive no compensation for their services. All advisory boards or committees are created by an ordinance or resolution which sets forth the advisory board or committee's purpose, membership requirements, functions, powers, responsibilities, jurisdiction, and terms and conditions of appointment or removal.

The advisory boards or committees are an integral part of citizen participation in local government and aid in the proper growth, development, and stability of the City.

Advisory Boards or Committees may have administrative, managerial, quasi-judicial, investigatory, and/or advisory powers. Each of the various volunteer advisory boards or committees for the City of Bradenton serve a different purpose and have a specific scope of authority as set forth by City Ordinance or Resolution establishing the same and/or as provided by State Statute.

ELECTED OFFICIALS

Mayor – *Gene Brown*

City Council

Ward 1 – *Jayne Kocher*

Ward 2 – *Marianne Barnebey*

Ward 3 – *Josh Cramer*

Ward 4 – *Lisa Gonzalez Moore*

Ward 5 – *Pam Coachman*

DEFINITIONS

Boards: Boards usually act in an advisory and/or investigatory capacity to the City Council. Boards are involved with specific on-going subject areas and are generally standing bodies.

Committees: Committees are generally established to accomplish a specific goal. Committees usually act in an advisory or investigatory capacity.

Quasi-judicial Proceedings: *The action taken and discretion exercised by public administrative agencies or bodies that are obliged to investigate or ascertain facts and draw conclusions from them as the foundation for official actions.* In a quasi-judicial proceeding, the person or entity filing a request to be considered has the right to present evidence and expert witnesses, to question and cross-examine witnesses, and to speak in rebuttal. Florida case law requires that public hearings be held on certain matters such as requests for site plan approvals and site-specific re-zoning.

Pension Fund Board of Trustees: Pension Fund Boards of Trustee are specific bodies designated to manage the pension trust fund plans for certain classes of employees enrolled in the pension plans, such as Fire and Police Personnel.

ADVISORY BOARD OR COMMITTEE APPOINTMENT GUIDELINES

All advisory board or Committee members must comply with the following guidelines:

1. All appointments to a volunteer advisory board or committee require formal action by City Council. Unless otherwise specified by State Statute, all advisory boards or committees serve in an advisory capacity to City Council.

2. All new advisory board or committee members shall be familiar with their duties and the responsibilities of the board before attending their first meeting.

3. All advisory board or committee members must sign an Oath of Office upon appointment and prior to participation in any meetings. All new advisory board or committee members must make an appointment with the City Clerk to take the oath and receive training on Florida's Government in the Sunshine Law, Public Records Law and instructions on the use of City issued email.

4. The size of an Advisory Board or Committee, the requirements for membership and terms of office are established by the City Council, unless otherwise specified by State statute.

5. The City shall not discriminate with regard to gender, race, national origin, disability, age, religion or familial status.

Mayor and City Council may amend these guidelines at any time at their discretion.

Volunteer Advisory Boards or Committees in the City of Bradenton

Affordable Housing Advisory Committee

Architectural Review Board

Bradenton Housing Authority

Citizens Advisory Committee

Construction Trade Board

Fire Pension Board of Trustees

Merit Personnel Board

Nuisance Abatement Board

Planning Commission

Police Pension Board of Trustees

Tree and Land Preservation Board

VOLUNTEER ADVISORY BOARD OR COMMITTEE DESCRIPTIONS

Affordable Housing Advisory Committee

The Affordable Housing Advisory Committee was established for the purpose of reviewing established policies and procedures, ordinances, land development regulations and adopted local comprehensive plan of the city. The Committee shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. Recommendations of the advisory committee may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions. The Committee also helps the City develop its Local Housing Assistance Plan (LHAP) for the State Housing Initiatives Partnership (SHIP) program. The Committee consists of nine members appointed by City Council from different backgrounds who have experience with affordable housing, either from a professional standpoint or as an advocate.

Architectural Review Board

The Architectural Review Board was established for the purpose of protecting and furthering the public interest and welfare of the City relating to historic and architectural preservation and enhancement, design compatibility and place making, and the aesthetic and physical improvement of the public realm for greater community benefit. The board meets at the will of the Director of the Department of Planning & Community Development. The board consists of six (6) members serving three (3) year terms. Whenever possible, five members of the board shall be chosen so that the following professions are represented: architecture; building/construction trades; urban planning; landscaping architecture and historic preservation. One active member of the planning commission representing one of the aforementioned professionals shall be appointed to the ARB as a liaison.

Bradenton Housing Authority Board

The Bradenton Housing Authority was established after a finding by the City Council that there was a shortage of safe and sanitary dwelling accommodations in the City available to persons of low income at rentals that they can afford.

The Board of the Housing Authority consists of five (5) members who serve for a term of four years each. A vacancy shall be filled for an unexpired term by appointment of the Mayor with approval of the City Council within 60 days after said vacancy occurs. The Board of the Housing Authority shall have at least one member who is current in rent in a housing project or a person of low or very low income who resides within the Housing Authority's jurisdiction and is receiving rent subsidy through a program administered by the Authority or public housing agency that has jurisdiction for the same locality served by the Housing Authority.

A majority of the board members shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers and for all other purposes.

Citizens Advisory Committee

The purpose of the Citizens Advisory Committee is to ensure transparency and enhance the trust between the Bradenton Police Department and the Bradenton community by demonstrating police credibility and responsiveness; ensuring citizen complaints are welcomed and taken seriously by the Bradenton Police Department; identifying trends of wrongful conduct by Bradenton Police Department Employee(s); recommending training improvements; and increasing the public's knowledge about the complaint and investigation process of the Bradenton Police Department.

To the extent possible, the membership of the Committee shall reflect the racial, ethnic, and cultural diverseness of the City of Bradenton. The term of each member shall be two years. Members shall not serve more than two consecutive terms.

The Committee shall consist of seven members. The Mayor shall select two members and each City Council member shall recommend two to three names of possible candidates from their Ward for selection by the Mayor. Members must meet the following criteria:

1. Be at least 18 years of age;
2. Be a current resident of the City of Bradenton; or own or be a principal in a business or not-for-profit organization in the City of Bradenton;
3. Reside in the Ward of the City Council member making the recommendation;
4. Complete a written application;
5. Pass a background check;
6. Have no prior felony convictions, convictions of a crime of violence, or any conviction involving moral turpitude;
7. Devote a minimum of 8 hours, yearly, to participate in a ride along with the Bradenton Police Department;
8. Attend annual Use of Force and other related training as determined by the Chief of Police in cooperation with the Committee Chair;
9. Must agree to conduct themselves in a professional and respectful manner;
10. Not be currently holding or running for political office in the City;
11. Must not work for or have immediate family associated with any law enforcement agency;
12. Attend and successfully complete the Manatee County Sheriff's Office Citizens Law Enforcement Academy within one year of appointment.

Firefighters' Pension Fund Board of Trustees

The Firefighters' Pension Fund is administered by a Board of Trustees that act as the named fiduciary and administrator of the Fund as defined by Florida law. The sole and exclusive

administration of and responsibility for the proper operation of the retirement system is vested in the Board of Trustees. The Board consists of five (5) members, two (2) of whom shall be residents of the City appointed by City Council, and two (2) of whom shall be members of the system, elected by a majority of the firefighters who are members of the system. The fifth member shall be chosen by a majority of the previous four members. Each member shall serve as a Trustee for a period of two (2) years, unless he or she sooner leaves the employment of the City as a Firefighter or otherwise vacates their office as Trustee, whereupon a successor Trustee shall be chosen.

Merit Personnel Board

The Merit Personnel Board shall hear review requests from any employee of the City in respect to any dismissal, demotion or suspension. The Board shall have the power to examine witnesses under oath and to compel their attendance for production of evidence before it by subpoena issued in the name of the City and attested by the City Clerk. The Board shall make a written statement of the facts of each appeal and its findings and recommendation, all of which shall be submitted to the City Council for such action as the Council, in its judgment, determines to be appropriate. The Board shall consist of five (5) members serving three (3) year terms. Each member shall be of a different vocation from the others and not employed by the City in any capacity, official or otherwise.

Nuisance Abatement Board

The City may bring a complaint before the Nuisance Abatement Board alleging a nuisance as that terms is defined by Section 54-83 of the City's Code of Ordinances. A complaint may be filed with the City by a resident or any occupant of real property within the City that is aggrieved by an alleged nuisance. The Board shall hear complaints that a nuisance exists at a particular place or premises. The Board has the power to hold public hearings and to declare that any place or premises is or has been a public nuisance which must be abated, issue orders and impose fines on the owner thereof. The Board shall consist of seven (7) members serving three (3) year terms.

Planning Commission

The Planning Commission was established to accomplish the maximum economic, physical and social welfare and a coordinated and harmonious development of land, buildings and transportation facilities of the City. The Commission is the local planning agency as required by F.S. Section 163.3174. The Commission is charged with preparing, recommending, reviewing and maintaining a development plan containing policies for guiding decisions regarding development. The Board serves as a special advisor to the City Council and will make recommendations on special use permits, Land Use Atlas Amendments, vacations of public easements, alcoholic beverage sales, subdivision plats, planned development projects and other applicable land use matters. The commission meets on the third Wednesday of every month at 2:00 p.m. at City Hall. The Board is comprised of seven (7) members and four (4)

alternates for four (4) year terms. Alternates shall serve only if a regular member is absent or disqualified from voting on a particular case.

Police Pension Board of Trustees

The Pension Fund is administered by a Board of Trustees that act as the named fiduciary and administrator of the Fund as defined by Florida law. The sole and exclusive administration of and responsibility for the proper operation of the system is vested in the Board of Trustees. The Board consists of five (5) members, two (2) of whom shall be residents of the City appointed by City Council, and two (2) of whom shall be members of the system, elected by a majority of the police officers who are members of the system. The fifth member shall be chosen by a majority of the previous four members. Each member shall serve as Trustee for a period of four (4) years, unless he or she sooner leaves the employment of the City as a police officer or otherwise vacates their office as a Trustee, whereupon a successor Trustee shall be chosen.

Tree and Land Preservation Board

The Tree and Land Preservation Board was established for the purpose of promoting awareness of the City-wide tree canopy and tree education programs, and open space and parkland preservation initiatives. The Board may also, when determined by the Department of Planning and Community Development, advise owners of buildings, land and other properties, that may impact the City's tree canopy and open spaces, and other lands, concerning the treatment of the natural, visual characteristics and value of such properties. The Board works closely with City departments, various civic and private groups, individuals, and outside agencies and organizations. The Board consists of eleven (11) members serving three (3) year terms. Five (5) members constitute a quorum. Membership requirements:

- Two Florida-registered landscape architects;
- One Florida-certified arborist;
- One county agricultural extension office representative;
- One land use planner;
- Two landscape nursery professionals
- One Keep Manatee Beautiful member;
- Three City residents interested in the Board's purpose; and
- One alternate.

City of Bradenton
Pledge of Public Conduct

The following is the Pledge of Conduct adopted by the City Council:

We, the Mayor, City Council and employees of the City of Bradenton agree to:

*Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment;

*Encourage visible, involved and active participation among all;

*Promote improved communication through active listening, providing feedback and honest expression of ideas; and

*Utilize consensus for decision making;

* We realize that though we may disagree, we will be respectful of each other;

*We will direct all comments to the issues and will avoid personal attacks.

CITY ISSUED E-MAIL PROCEDURES

As a member on a City Advisory Board or Committee you are required to use your City issued email address for all correspondence related to City business. Outlook Web Access is accessible to all users where internet access is available. Your password will be assigned at the time you are administered the Oath. **To log into Outlook Web Access**:

1. Launch your web browser
2. On the address bar, type: www.bradentonfl.gov
3. At the very bottom of the page click on Employee Access;
4. Click Employee Email – OWA
5. Type your email address in: firstname.lastname@bradentonfl.gov
6. Type your password
7. Click Log On
8. Approve your second factor prompt on your mobile device.

You may also use the Outlook app for iOS and Android on your mobile device, from the AppStore or the Google PlayStore.

City Advisory Board or Committee member assumes all risk associated with the use of City email.

ADVISORY BOARD OR COMMITTEE MEMBER EXPECTATIONS

The various volunteer advisory boards or committees play an integral part in citizen participation in local government and aid in the proper growth, development and stability of the City. Serving on an Advisory Board or Committee is both a challenging and a rewarding opportunity. The following are some of the expectations the City has of its Advisory Board or Committee members:

- Act as a conduit for citizens input to the City's Elected Officials. Members should seek and consider input from citizens interested in or impacted by an issue in formulating a determination on an issue before the Advisory Board or Committee.
- Provide advice and recommendations to City Council using only the authority granted to the Advisory Board or Committee by City Council.
- Act solely in an advisory capacity without compensation.
- Advisory Board or Committee members should make an effort to attend all meetings. Members should notify the Advisory Board or Committee Secretary or Chairperson of planned absences in advance of meetings. Excessive absences may result in a member's removal from an Advisory Board or Committee.
- All members have a valuable contribution to make to the Advisory Board or Committee and are asked to follow the City of Bradenton Pledge of Public Conduct when representing the City in their appointed role.

ROLE OF CHAIRPERSON

The Chair of an Advisory Board or Committee plays an essential role in ensuring the effectiveness of the Advisory Board or Committee and has the following responsibilities:

- Ensure that meetings are conducted efficiently and that the Advisory Board or Committee is focusing on only those issues that are relevant to the purpose of the Advisory Board or Committee;
- Ensure that all members are given an opportunity to share ideas, concerns and opinions on the issue before the Advisory Board or Committee;
- Ensure strict compliance with Florida's Government in the Sunshine Law, Public Records Law and Code of Ethics for Public representatives
- Discourage repetitive arguments.

KEY POINTS TO FLORIDA'S GOVERNMENT IN THE SUNSHINE AND PUBLIC RECORDS LAWS AND HOW THEY RELATE TO VOLUNTEER ADVISORY BOARDS OR COMMITTEES:

Chapter 119, Florida Statutes: Public Records

Section 119.01 General state policy on public records:

(1) It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.

Florida has a very broad definition of materials which constitute public records.

Section 119.011(12) F.S. defines "public records" to mean:

> All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

The term is defined broadly to include governmental or quasi-governmental boards or departments. Therefore, documents and materials generated by advisory boards that provide advice or recommendations are public records, unless specifically exempted by Statute.

The key to determining whether a record is made or received in connection with official business is whether the record is used to or prepared with the intent to ***"perpetuate, communicate or formalize knowledge***."

Chapter 286, Florida Statutes: Open Government

Section 286.011 Public Meetings and records; public inspection; criminal and civil penalties.

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, at which official acts are to be taken are declared to be public meetings open to the public at all times . . .

Section 119.011(2), F.S. defines the term "agency" to include:

> Any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, for the purposes of this chapter, the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and

any other public or private agency, person, partnership, corporation or business entity acting on behalf of any public agency.

The scope of Florida's Government in the Sunshine Laws applies to governmental proceedings at the state and local level and to elected and appointed boards. **The law has been applied to any gathering of two or more members of the same advisory board or committee to discuss some matter which will foreseeably come before the advisory board or committee for action.**

There are three basic requirements of Section 286.011, Florida Statutes:

(1) Meetings of public boards or commissions must be open to the public;
(2) Reasonable notice of meetings must be given;
(3) Minutes of the meetings must be taken.

The Office of the Attorney General for the State of Florida publishes a guide entitled "Government-in-the-Sunshine Manual" to assist the public and governmental agencies in understanding the requirements of and exemptions from Florida's open government laws. The Manual can also be viewed on the website of the Attorney General for the State of Florida at MyFLSunshine.com.

Attached, as Exhibit A is an overview of applicable laws relating to Government in the Sunshine, Public Records, and Ethics prepared by Blalock Walters, P.A., Attorneys for the City of Bradenton.

EXHIBIT A

CITY OF BRADENTON
OVERVIEW OF APPLICABLE LAWS RELATING TO
GOVERNMENT IN THE SUNSHINE, PUBLIC RECORDS AND ETHICS
(February, 2022)

Prepared by:
Scott E. Rudacille
&
Mark P. Barnebey
BLALOCK WALTERS, P.A.
City Attorney for the City of Bradenton

This memo is designed to give an overview of some of the "Government in the Sunshine" laws, the laws relating to public records, and the laws relating to ethics that may be applicable to the City of Bradenton. This is a very broad overview and may not address all of the specific exemptions which could apply to a given situation.

GENERAL

The City of Bradenton is a municipality, originally chartered in 1903. Municipalities have Home Rule authority, pursuant to Article VIII, Section 2(b), of the Florida Constitution, and as such have the authority to exercise any power for municipal purposes unless otherwise prohibited by law. As a municipality, the City must comply with the Government in the Sunshine Law (Chapter 286, Florida Statutes), Public Records Act (Chapter 119, Florida Statutes) and the Ethics laws (Chapter 112, Florida Statutes).

GOVERNMENT IN THE SUNSHINE

Generally, the Sunshine Law (Section 286.011, Florida Statutes) require (1) that meetings of public boards be open to the public, (2) that the public is given reasonable notice of these meetings, and (3) that minutes are taken. These requirements apply not only to the public board, but to any advisory committees formed by the public board, unless the committee is purely a fact-finding committee.

In the City of Bradenton, the Sunshine Law would apply to the City Council, Code Enforcement Board, Planning Commission, Community Redevelopment Agency Board, Nuisance Abatement Board, Police Pension Board, etc. If any additional committees are

formed by the Council or any of these boards, the City Attorney should be consulted to determine if the Sunshine Law applies to that committee as well.

The Sunshine Law requirements do not generally apply to staff meetings for a number of very practical reasons relating to communication among members, unless there has been some delegation of decision-making authority to staff members or the staff member is acting as a liaison between board members.

1. Which meetings must be public?

A question frequently arises as to when a gathering of board members becomes a "meeting" subject to the Sunshine Law. The answer is that the *Sunshine Law apply to any gathering, whether formal or informal, involving two or more members of the same board, where a matter which will foreseeably come before the board for action is being discussed.* Sunshine Law issues will generally not arise in regard to communications between a board member and staff, or between members of different boards (for example, a City Councilmember and Planning Commissioner). However, when a staff member is having individual discussions with members of the same board, they must be careful not to act as a conduit and pass information or ideas from one board member to another.

There are also instances in which the Sunshine Law will apply even though two board members are not physically present. For example, a telephone conversation between two board members is subject to the Sunshine Law. If the subject of the conversation is a matter that may foreseeably come before the board, then a Sunshine violation may occur.

A written or e-mail report from one board member to the rest of the board, which merely informs them of an issue to be discussed at a upcoming meeting is not a Sunshine Law violation. However, if the report or e-mail solicits responses or comments from the other board members, then Sunshine Law issues may be created. Because of the potential of such a Memorandum to create Sunshine Law issues, we do not encourage board members sending Memorandums to other board members. (It should be noted that, as will be discussed further, such e-mail or report must be made available to the public under the Public Records Act regardless of whether or not it falls under the purview of the Sunshine Law.)

a. Email and Internet Activity

One evolving area of the Sunshine Law is internet activity by public officials. Social networking, blogging, message boards, tweeting, and other forms of web-based communications raise new questions regarding the potential applicability of the

Sunshine Law. Generally, it should be assumed that such communications would be considered to be subject to the Sunshine Law in the same manner as an e-mail.

As a general rule, we would not recommend that board members engage in any of type of communications which could be construed as a back-and-forth debate or discussion between board members regarding board matters. Remember, if a board member sends an e-mail or posts a blog about a board matter, and another board member provides an unsolicited response, it may be that both board members could be found to be in violation of the Sunshine Law, even though the first sender had no intention of starting a dialogue. The only way to avoid the potential for Sunshine issues is to avoid these types of communications regarding board matters altogether.

b. Delegation of Authority

When a single board member is authorized to take action on behalf of the board, any meetings with regard to that action must be made "in the Sunshine." This would apply to a board member who has been authorized to reject certain options from board consideration, such as meeting with a private contractor and rejecting certain contract provisions on behalf of the board. However, if the board member is only gathering information regarding contract proposals and bringing those back to the board for consideration, then the Sunshine Law would not apply.

2. Participation by phone or electronic means

Under Section 286.011, Florida Statutes, meetings of a public board must be held in a public place with a quorum of board members physically present. Thus, under AGO 2003-41, participation of a board member in a public meeting by telephone conference, video conference, or any other communications media technology should only be permitted in extraordinary circumstances. "Extraordinary circumstances" are determined by the board. It should also be noted that any board members participating by phone do not count towards the board's quorum requirements.

3. What kind of notice is required?

Under the Sunshine Law, the type of notice required varies depending on the circumstances, such as the gravity of the matter considered and the board involved. Chapters 163 and 166 Florida Statutes, provide certain notice requirements for certain types of actions. The only requirement under Section 286.011, Florida Statutes, is that the notice is "reasonable."

Generally, the notice should contain the time and place of the meeting and an agenda, if

available. The meeting notices are also required to contain specific information regarding handicapped access to the meeting, as well as a notice that anyone wishing to have a verbatim transcript of the meeting must hire their own court reporter.

4. What is required for the minutes?

Written minutes of a meeting must be made. There is no requirement for tape recording or a verbatim transcript. All that is required are brief notes or memoranda reflecting the events of the meeting.

5. Shade Meetings

One exception from the Sunshine Law requirements is for meetings between a public board and the board's attorney to discuss pending litigation or adverse administrative proceedings, commonly referred to as a "shade meeting". Shade meetings are limited in their scope to discussions regarding settlement negotiations or strategy related to litigation expenditures. There are many specific procedural issues that must be followed in order to conduct a shade meeting, including strict requirements regarding who may attend. The statute also requires that the shade meeting be recorded by a certified court reporter. So, it is important to remember that while the public may not be present for the shade meeting, the transcripts of the shade meeting(s) will become public record as soon as the litigation has concluded.

6. Consequences of Sunshine violations

a. Criminal penalties

A knowing violation of the Sunshine Law is a second degree misdemeanor, punishable by up to 60 days in jail and/or a $500 fine. If convicted, the official may be removed from office by executive order of the Governor.

b. Civil actions

Sunshine Law issues can result in costly lawsuits against the local government and the individual public officials alleged to have violated the law. The Sunshine Law provides for a plaintiff to recover their attorneys' fees and costs from the local government or individual defendants if they are able to prove a Sunshine Law violation has occurred. Further, if a public official is sued individually, and the official is found to have violated the law, the local government may be prohibited from reimbursing the official for the cost of defending against the claims.

c. Validity of action taken

Any action taken in violation of the Sunshine Law is generally void ab initio. Thus, any

resolutions passed during meetings which violate the Sunshine Law are generally of no effect and must be re-examined, re-discussed, and re-approved at an open meeting.

d. Cure

Violations of the Sunshine Law can often be cured by subsequent action of the board. Depending on the nature and status of the matter that was discussed, curative actions may include public disclosure of the violation, board discussion, public hearings and reconsideration of the matter discussed. If you believe you may have violated the Sunshine Law, please contact us so that we can determine how to resolve the issue.

PUBLIC RECORDS ACT

Generally, all materials made or received by an agency in connection with official business are public records and must be held open for public inspection, unless they are specifically exempted by statute or the Florida Constitution. Section 119.07, Florida Statutes.

1. What types of materials can be a public record?

Anything intended to perpetuate, communicate, or formalize knowledge is sufficient to be a public record. This includes computer records and e-mails, including e-mails received by a board member at home which deal with City business. This also includes working drafts or preliminary reports, but may exclude board members' or employees' personal notes to themselves.

2. Attorney-client records

Generally, the Public Records Act does not protect communications between a board member and the agency attorney, when those communications are reduced to writing (or e-mail). There are public record exemptions for certain records prepared in conjunction with litigation or adverse administrative proceedings, but unless otherwise instructed by the agency attorney, it should be assumed that any written communications are public record. See Section 119.071(1)(d).

3. Personnel records

Unless there is a statutory exemption, personnel records are generally public records. Examples of exempted items are social security numbers, certain complaints made against employees , some criminal history information, and drug test results in the context of a drug-testing program.

4. Exemptions in general

There are a number of miscellaneous exemptions from disclosure, so any sensitive information should be referred to our office before the documents are made public. Here are some examples of miscellaneous exemptions found in the Florida Statutes:

a. Bank account, debit, charge, and credit card numbers. Section 1l 9.071(5)(b).
b. Records regarding the ownership of, or security interests in, public obligations. Section 279.11.
c. Certain work product of the agency attorney. Section 119.071(1)(d).
d. Social security numbers. Section 119.071(4)(a).
e. Building plans, blueprints, schematic drawings, and diagrams which depict the internal layout and structural elements of a building owned by the agency. Section 119.071(3)(b).

5. Retention of records

The Department of State has adopted a General Records Schedule for State and Local Government Agencies. The time for retention of a public record varies greatly depending on the nature of the record. For example, minutes of a regular meeting are required to be kept permanently, while video or tape recordings of the meeting must be kept for 2 years.

6. Copies of records

The public may obtain copies of any record, in the form in which it is maintained, upon payment of the fees prescribed by the City. The City's fees may not exceed those prescribed in Section 119.07, Florida Statutes.

The statute also provides for the public to be charged a special service charge in instances where the nature or volume of the request involves extensive clerical or supervisory assistance by City staff. This charge must be reasonable in light of the labor cost actually incurred by the City in providing the service. The court has held that (1) this special service charge is applicable regardless of whether or not copies are made, (2) the local government may include the cost of the employee's salary and benefits in calculating the charge, and (3) the local government may collect a reasonable deposit before beginning the research. Board of Count y Commissioners of Highlands County v. Colby. 976 So.2d 31 (Fla. 2d DCA 2008). In fact, the court noted that a "policy of collecting an advance deposit seems prudent given the legislature's determination that taxpayers should not shoulder the entire expense of responding to an extensive request for public records." Id.

7. Consequences of Violations

a. **Criminal penalties**

Violations of the Public Records laws are generally punishable as a first degree misdemeanor, carrying a maximum jail term of one year, and a maximum fine of $1,000. Public officers may also be suspended or removed from office.

b. Civil actions

Violations of the Public Records law can result in civil lawsuits against the local government. Under the statute, the local government may be required to pay the Plaintiffs attorneys' fees and costs if suit is filed to gain access to the records, and the court determines that the local government unlawfully withheld the records.

ETHICS FOR PUBLIC OFFICERS

As a general rule, we recommend that if a matter impacts you or a relative of any type in any material way and which would be unique to the impact on the general public, then you should discuss the matter with the City Attorney.

1. Doing business with one's agency

In general, public officers acting in their official capacity are prohibited from doing business with any entity in which the officer or the officer's spouse or child has a material interest. Section 112.313(3). Similarly, a public officer in his or her private capacity generally may not do business with that officer's agency. An officer may not maintain private employment or contractual relationships with a business entity which is subject to regulation by the officer's agency or is doing business with that agency. Section 112.313(7)(a). The officer also may not maintain employment or contractual relationships with a business entity which would create a recurring conflict.

2. Conflicting employment or contractual relationships

In general, an officer may not maintain private employment or contractual relationships with a business entity which is subject to regulation by the officer's agency or is doing business with that agency. Section 112.313(7)(a). Officers are also generally prohibited from maintaining employment or contractual relationships with a business entity which would create a recurring conflict.

3. Voting conflicts

A board member may not vote on any matter which the board member knows would result in private gain to the board member, any relative, employer or any business associate. Section 112.3143(3)(a). If such a conflict exists, the officer must generally abstain from voting and publicly disclose his or her interest in the matter, then file a written memorandum.

4. Acceptance of gifts

A public officer is prohibited from accepting anything of value based on an understanding that the gift would influence the officer's vote, official action, or judgment. Section 112.313(2). Even gifts which are not prohibited may require filing a disclosure. The City Council may adopt more restrictive requirements.

Again, these are very broad summaries of the current laws. If you have questions regarding this Memorandum or any specific instance, please contact us.

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-03 - Council of Governments Meeting

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A Resolution, pursuant to Section 125.001 of the Florida Statutes to allow the City Council for the City of Bradenton to participate in a joint meeting with Manatee County Commission and Council of Governments to discuss and plan matters of mutual interest.

The meeting is scheduled for February 6, 2024 at 4:00 p.m. at the Bradenton Area Convention Center.

SUGGESTED MOTION:
Motion to approve Resolution 24-03.

ATTACHMENTS:
Resolution 24-03

CITY OF BRADENTON

RESOLUTION NUMBER 24-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AUTHORIZING THE BRADENTON CITY COUNCIL TO PARTICIPATE IN A JOINT MEETING WITH THE COUNCIL OF GOVERNMENTS TO DISCUSS AND PLAN MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Manatee County Commission and the Council of Governments, which includes the City of Anna Maria, City of Bradenton, City of Bradenton Beach, City of Holmes Beach, City of Palmetto, and Town of Longboat Key, desire to participate in a joint meeting to discuss and plan matters of mutual interest; and

WHEREAS, Section 125.001, Florida Statutes authorizes county boards to meet and discuss matters of mutual interest with one or more adjacent county or municipality; and

WHEREAS, Section 125.001, Florida Statutes, further states that such meetings may be held at any appropriate public place within the jurisdiction of any participating county or municipality, and requires that due public notice be provided within the jurisdiction of all participating municipalities and counties; and

WHEREAS, Section 125.001, Florida Statutes, further requires that the governing body of a county or municipality must first adopt a resolution authorizing participation in the joint meeting,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

Section 1. Pursuant to Section 125.001, Florida Statutes, the City Council for the City of Bradenton is hereby authorized to participate in a joint meeting with the Manatee County Commission and Council of Governments on February 6, 2024 at 4:00 p.m., at the Bradenton Area Convention Center, One Haben Boulevard, Palmetto, Florida.

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 10TH DAY OF JANUARY, 2024.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Hernando DeSoto Historical Society

Date of Application: 10/30/2023

Contact Name: Gus Sokos

Contact Phone 1: 941-747-1998

Contact Email: manager@DeSotoHQ.com

Contact Phone 2: _____

Address: 605 17th Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: DeSoto Heritage Festival Grand Parade

Event Date: April 27, 2024

Purpose of Event: Parade

Description of Event: Annual Parade

Event Location: See attached route map

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify): _____	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	April 27, 2024	Saturday	1PM	8PM	
Event Day 1	April 27, 2024	Saturday	8PM	11PM	75,000
Event Day 2					
Event Day 3					
Break Down	April 27, 2024	Saturday	11PM	12PM	

Number of years event has been held: 80+

Past Attendance: 75,000

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? (Yes) No

Will any tents be used for the event? Yes (No)

Tent Size	Number of Tents	Tent Location

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? (Yes) No

Will the event require electricity? (Yes) No Type of electrical power: *

Will a generator be used? (Yes) No Size of generator: *

Will gas equipment be used? Yes (No) Type of fuel source: _____

* 4 light towers provided by COB and/or Manatee County, with a generators to provide lighting and electricity for TV coverage and downtown entertainment

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? 3-4 Food Trucks Downtown on 12th Street W between Manatee Ave & 6th Ave W

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Lighted floats, many with amplified music and a live band or DJ at 12th St W

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes (No)

Describe any additional event activities.

5K Run beginning at 7:00PM at Old Main St & Manatee Avenue

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No Light tower with generator on Manatee Ave for TV coverage

Solid Waste Service? (Yes) No Trash collection at Manatee High School and roadway cleanup

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan.

Approx 10 port-a-let's at staging between 1st St W and 9th St W for parade participants provided by organizers

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? (Yes) No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Gus Sokos, applicant/event organizer for DeSoto Heritage Festival Grand Parade (event), scheduled for (date&hours), April 27, 2024, from 1PM to 12AM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Hernando DeSoto Historical Society
Organization

Gus Sokos, Executive Director
Typed or Printed Name and Title

10/30/2023
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant/Event Organizer

Hernando DeSoto Historical Society
Organization

Gus Sokos, Executive Director
Typed or Printed Name and Title

10/30/2023
Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Gus Sokos, Executive Director

Name of Organization: Hernando DeSoto Historical Society

Street Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-747-1998 Email: manager@DeSotoHQ.com

Name of Event: DeSoto Heritage Festival Grand Parade

Start Date: April 27, 2024 End Date: April 27, 2024 Start Time: 1PM End Time: 12PM

Proposed roads to close (specific locations, include map):

Manatee Avenue from 1st St West to 9th St W from 1PM to 11PM
Manatee Avenue from 9th St W to 43rd St W from 5PM to 12PM
9th St W Northbound from 6th Ave W to 4th Ave W from 7:15PM to 11PM
9th St W Southbound from Riverview Blvd (Palmetto) to 4th Ave W from 7:15PM to 11PM
10th St W between Manatee Ave W and 6th Ave W from 5PM to 11PM
12th St W - 1 block. From Manatee Ave W to 6th Ave W from 8AM to 5PM
12th St W between 4th Ave W and 6th Ave W from 5PM to 11PM
13th, 14th & 15th Streets W between 4th Ave W and 6th Ave W from 5PM to 11PM
15th Street W from 1st Presbyterian parking lot entrance to Manatee Ave W from 3PM to 5PM
3rd, 5th, 7th & 8th Streets W between 3th Ave W and 6th Ave W from 1PM to 11PM

Proposed detour route (include alternative road and map):

See attached MOT

Additional notes and comments:

OVERVIEW

(PRINT THIS MAP IN IN COLOR)

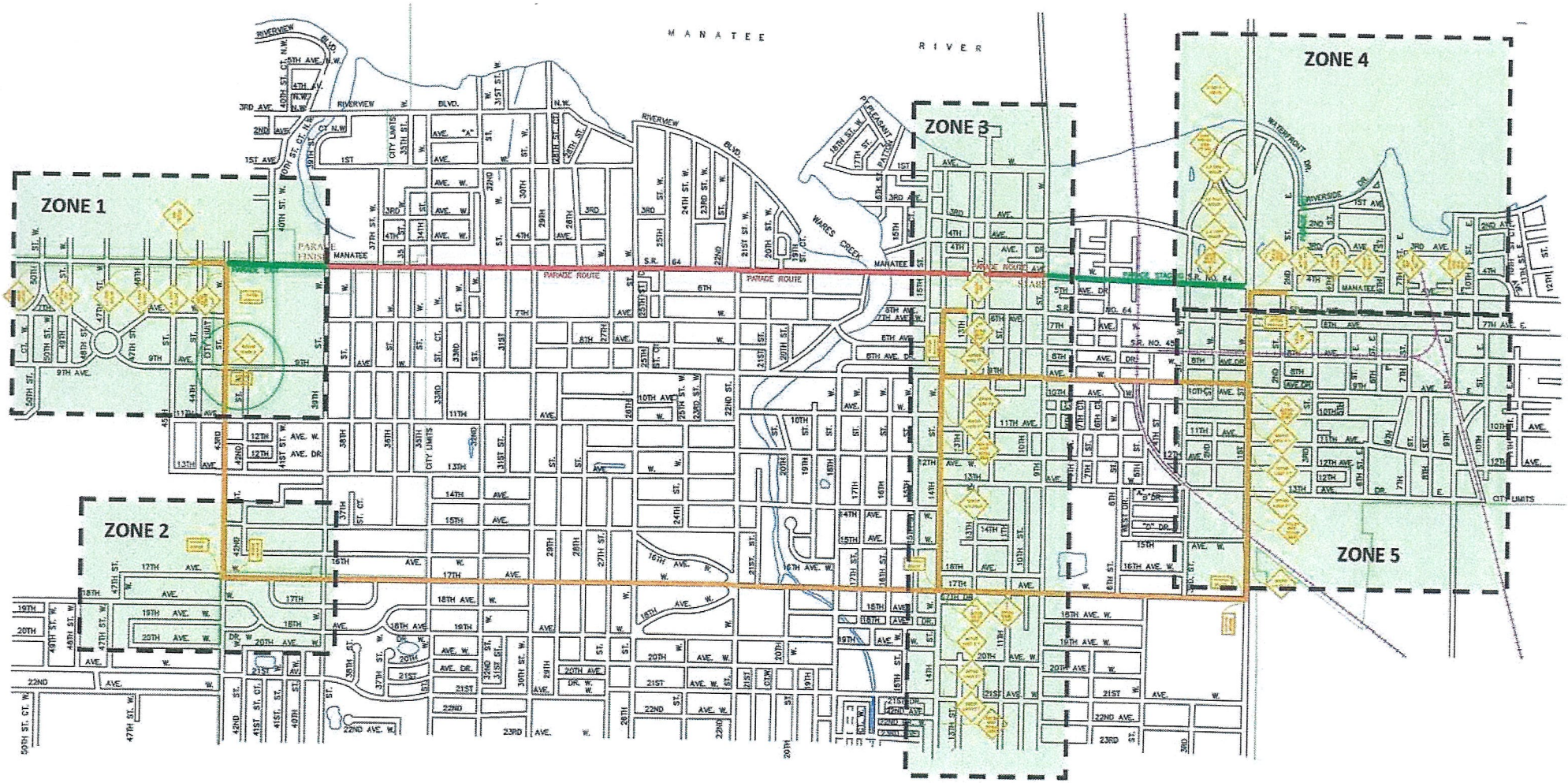
CITY OF BRADENTON

2024 DESOTO GRAND PARADE DETOUR MAP

BRADENTON, FLORIDA

ENGINEERING DEPARTMENT

APRIL 27TH, 2024 6:00PM



MAP

(PRINT THIS MAP IN IN COLOR)

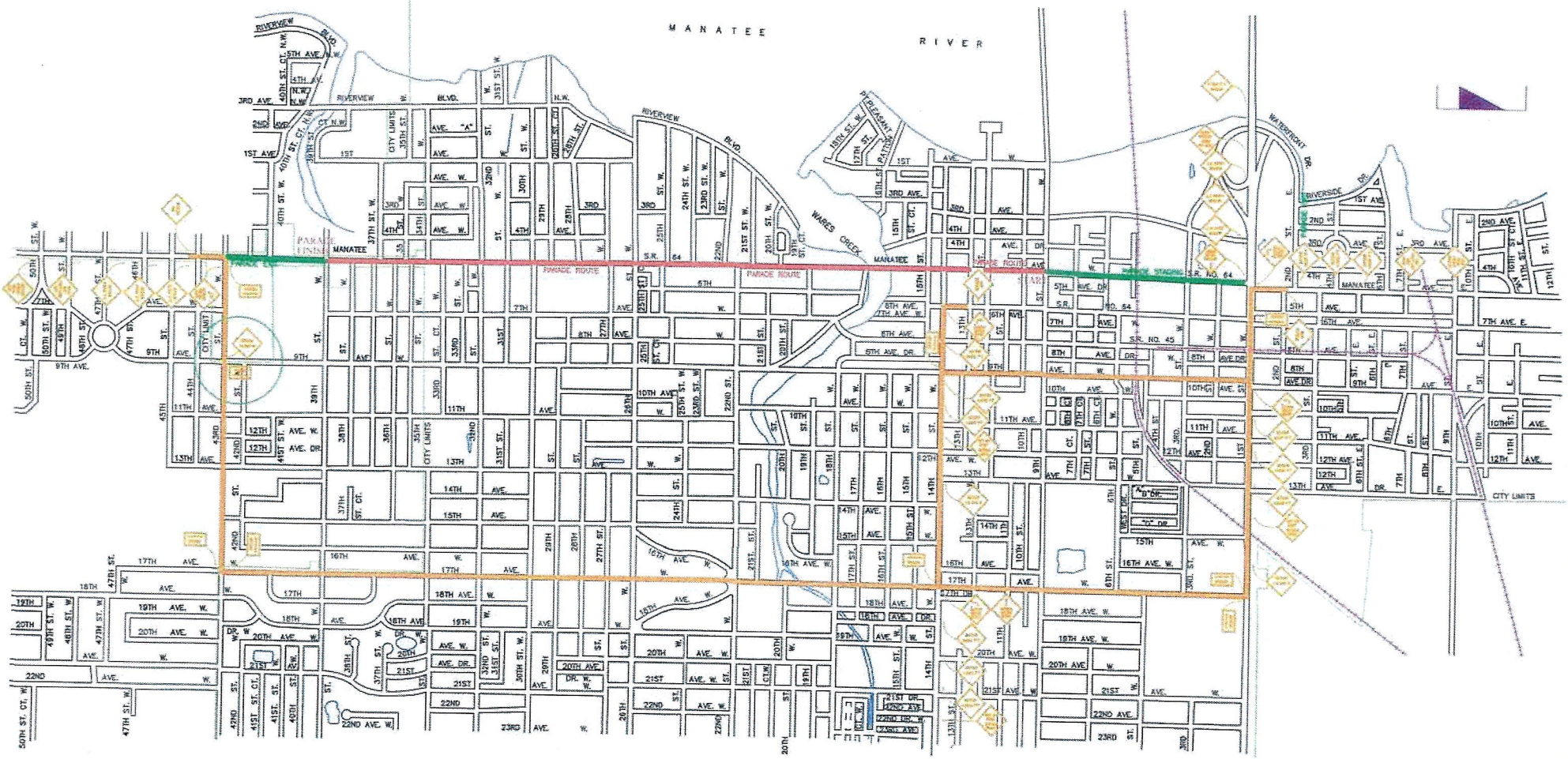
CITY OF BRADENTON

2024 DESOTO GRAND PARADE DETOUR MAP

BRADENTON, FLORIDA

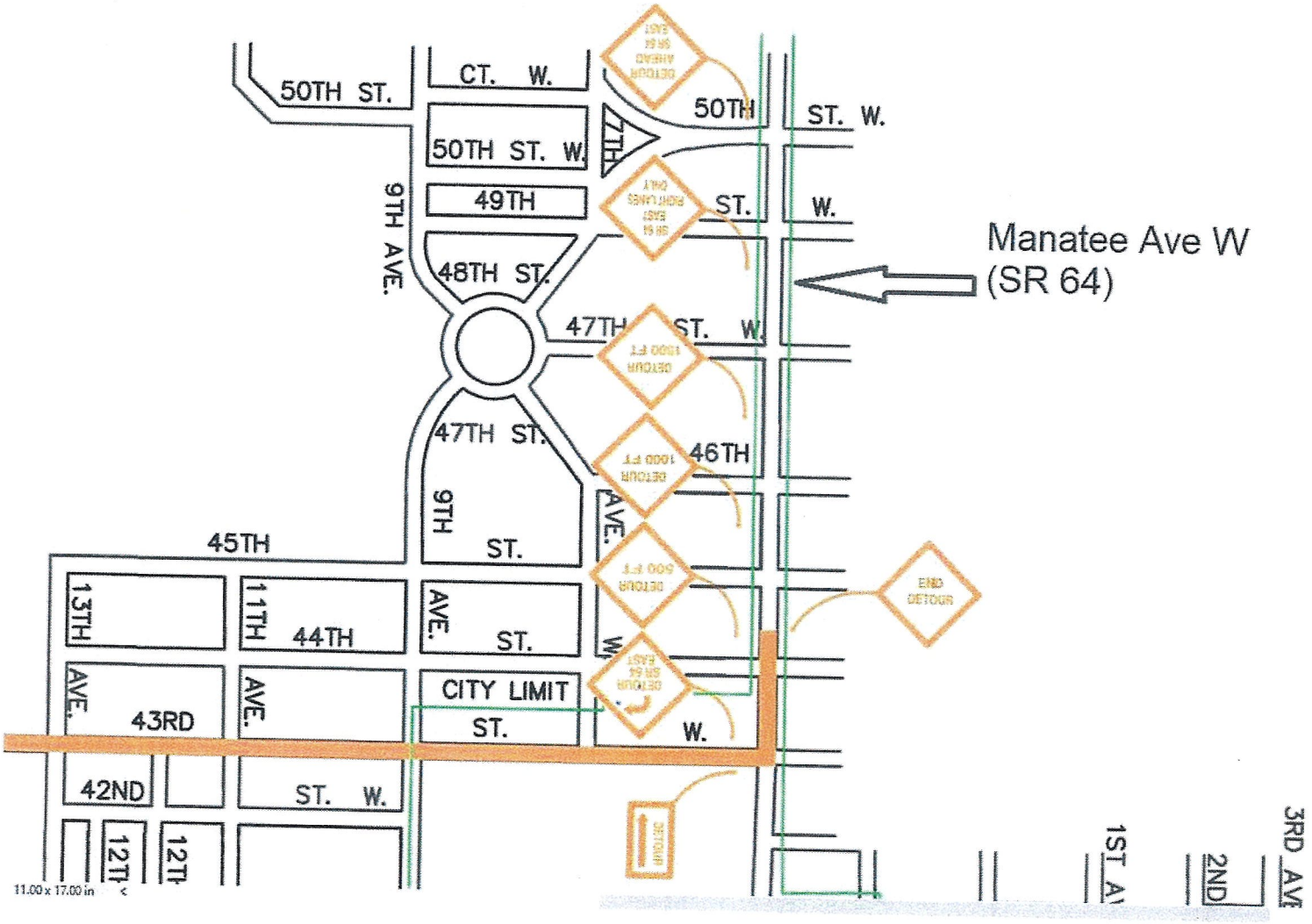
ENGINEERING DEPARTMENT

APRIL 27TH, 2024 8:00PM



ZONE 1

DETOUR SIGNS TO BE PLACED ON THE SOUTH SIDE OF MANATEE AVE (SR 64) FACING EAST-BOUND TRAFFIC



ZONE 2

DETOUR SIGN #1 TO BE PLACED ON THE NORTHWEST CORNER OF 17TH AVE AND 43RD STREET WITH ARROW POINTING EAST

DETOUR SIGN #2 TO BE PLACED ON THE NORTHEAST CORNER OF 17TH AVE AND 43RD STREET WITH ARROW POINTING NORTH

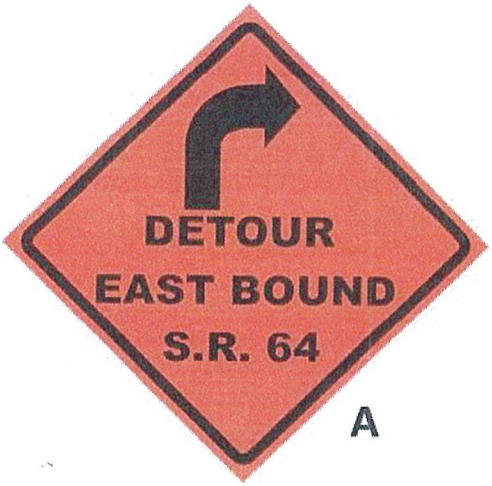


ZONES 1 and 2 LEGEND

Manatee Avenue West (S.R. 64) West of 43rd Street - Eastbound

1. "Detour Ahead – 1 Mile" sign placed facing eastbound traffic on S.R. 64 approaching the 43rd Street intersection (Detour route).
2. "Detour ½ Mile Ahead" sign placed facing eastbound traffic on S.R. 64 as they approach the 43rd Street intersection
3. "Detour 1500 Feet Ahead" sign placed facing eastbound traffic on S.R. 64 as they approached the 43rd Street intersection.
4. "Detour 1000 Feet Ahead" sign placed facing eastbound traffic on S.R. 64 as they approached the 43rd Street intersection.
5. "Street Closed Ahead" sign placed facing eastbound traffic on S.R. 64 as they approach the 43rd Street West.
6. "Detour 500 Feet Ahead" sign placed facing eastbound traffic on S.R. 64 as they approach the 43rd Street West.
7. "Detour Ahead" sign placed facing eastbound traffic on S.R. 64 as they approach the 43rd Street West.
8. "Detour Eastbound S.R. 64 Traffic A" sign placed at (just west of the 43rd Street intersection to guide traffic south onto 43rd Street West beginning the detour.
9. "Detour to 51st St W" Traffic B sign placed facing northbound traffic on 43rd Street West as they approach 9th Avenue West.
10. "Detour Ahead" sign placed facing northbound traffic on 43rd Street West as they approach 9th Avenue West.

Note: Traffic will be guided south on 43rd Street to 17th Avenue West where additional signs will turn them each on 17th Avenue (or they may continue south to Cortez Road West.) 9th Avenue will remain open in both directions (east/west) but to allow for spectator traffic exiting the parade route, Eastbound SR64 traffic is encouraged to use 17th Avenue.



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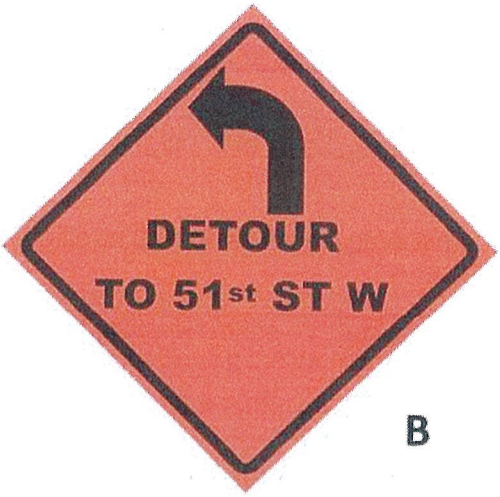

B

ZONE 3

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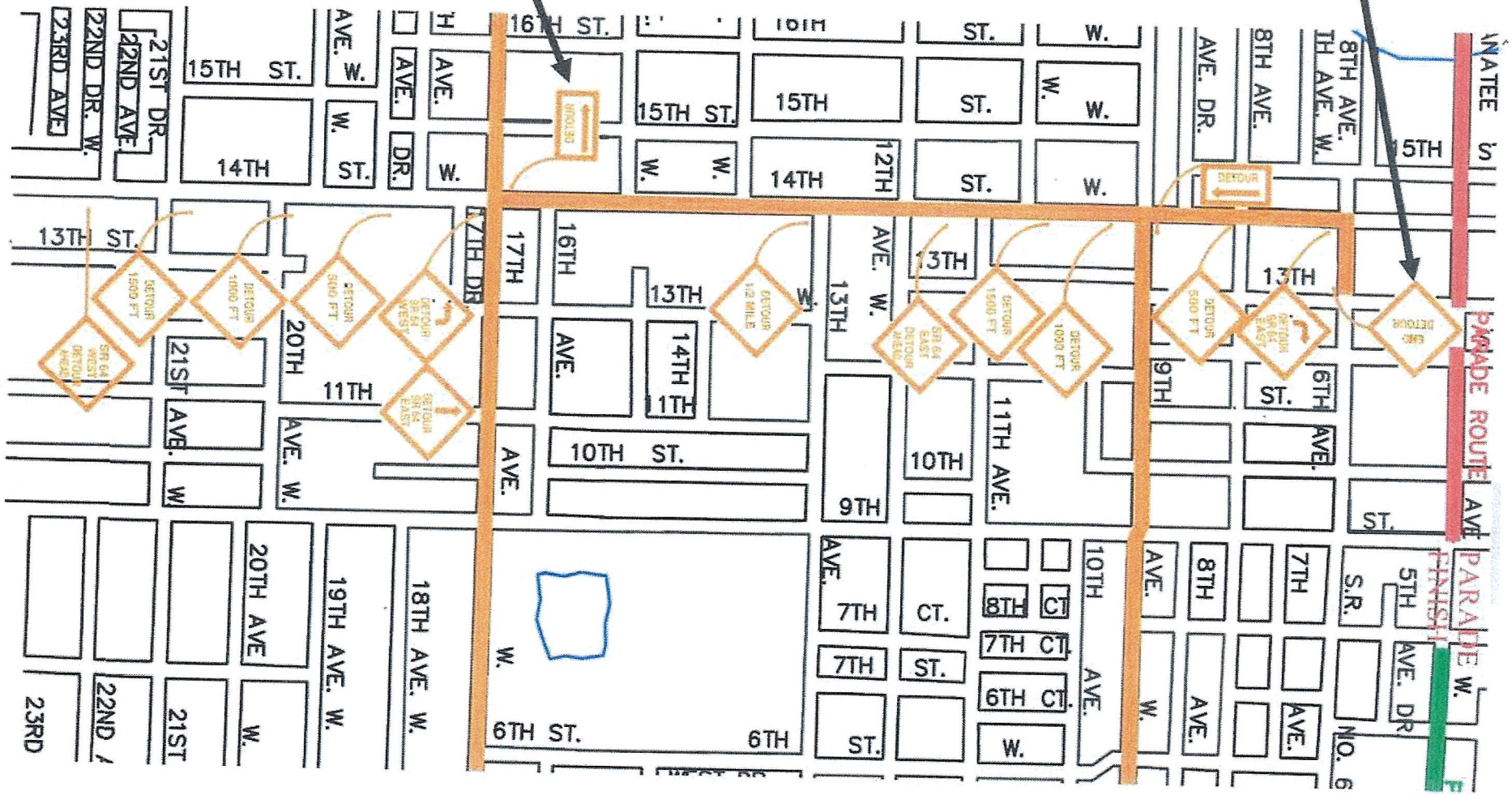
DETOUR SIGNS #TO BE PLACED ON THE NORTH-BOUND SIDE OF 14TH STREET WEST.

EXCEPTION: PLACE THIS SIGN ON SOUTH-BOUND SIDE OF 14TH STREET WITH ARROW POINTING WEST

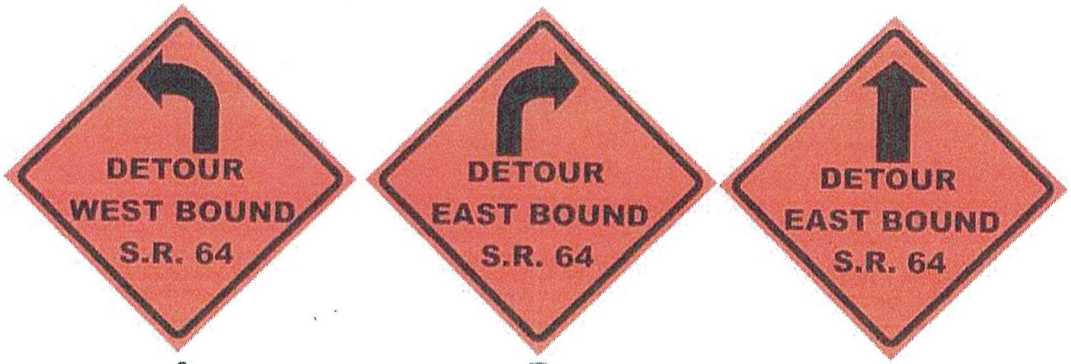
EXCEPTION: PLACE THIS SIGN AT CORNER OF 13TH STREET WEST AND 6TH AVENUE W



ZONE 3 LEGEND

Northbound S.R. 45 (14st Street West) approaching 17th Avenue West:

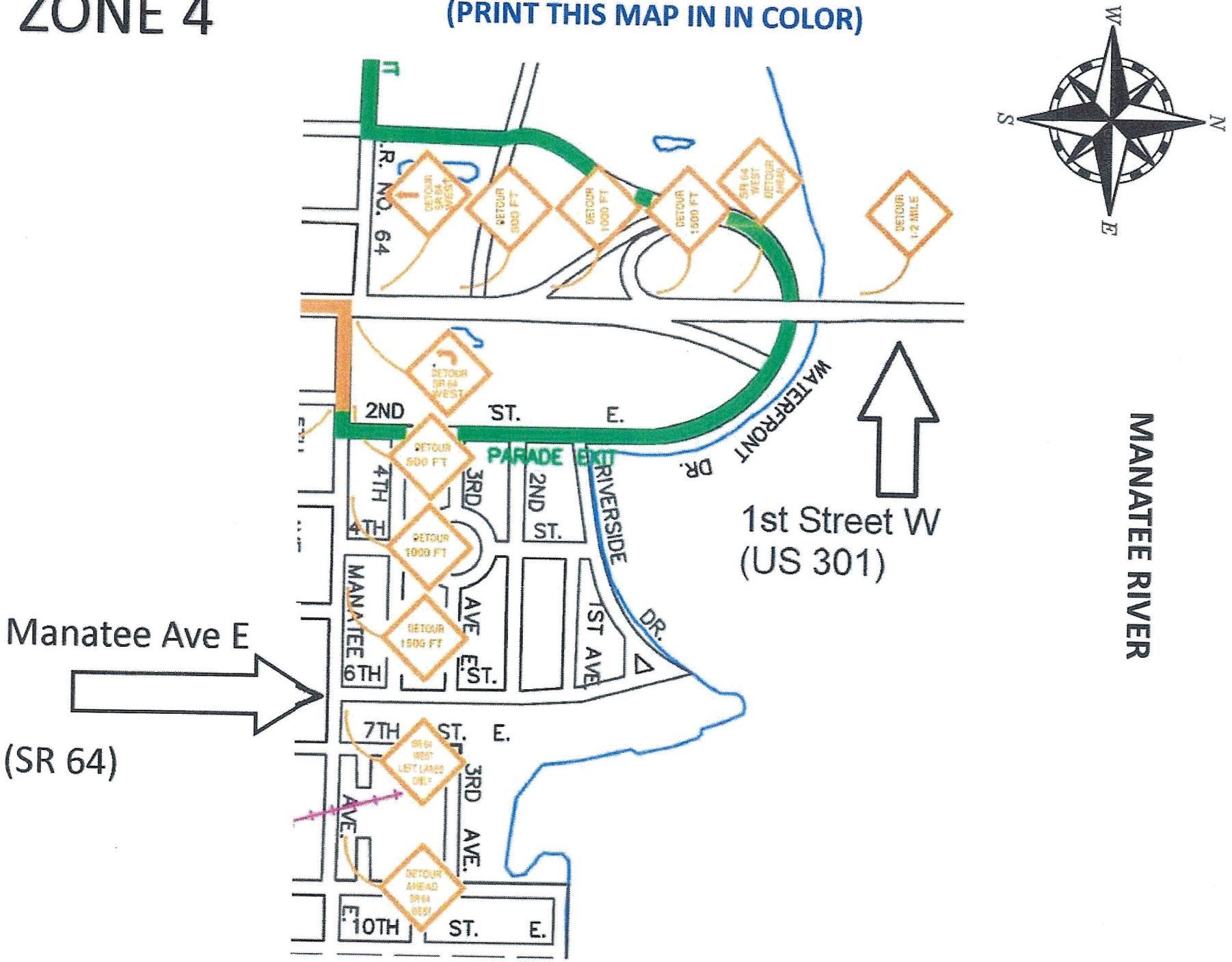
1. "Detour ½ Mile" sign placed one half mile south of the 17th Avenue intersection with S.R. 45 (14th Street).
2. "Detour 1500 feet ahead" sign placed 1500 feet south of the 17th Avenue intersection with S.R. 45 (14th Street).
3. "Detour 1000 feet ahead" sign placed 1000 feet south of the 17th Avenue intersection with S.R. 45 (14th Street).
4. "Detour 500 feet ahead" sign placed 500 feet south of the 17th Avenue intersection with S.R. 45 (14th Street).
5. "Street closed ahead" sign placed prior to 17thAvenue West intersection.
6. "Detour Ahead" sign placed prior to 17th Avenue intersection.
7. "Detour A S.R. 64 West" sign (arrow showing left turn onto 17th Avenue West) to route Northbound traffic from S.R. 45 (14th Street West) onto westbound 17th Avenue detour [place sign along 14th Street just south of 17th Avenue intersection facing northbound traffic].
8. "Detour Eastbound S.R. 64 B " sign with arrow facing north indicating traffic for eastbound S.R. 64 to continue in a northbound direction.
9. "Detour Eastbound S.R. 64 C " sign with arrow pointing to an immediate right turn onto Eastbound S.R. 64 [sign placed on south side of 6th Avenue West facing 14th Street Traffic]
10. North side of 6th Avenue West should have type III barricades and indicator sign "Detour ___ Road Closed to thru Traffic" [sign facing northbound traffic with arrow pointing right]



A B C

ZONE 4

(PRINT THIS MAP IN IN COLOR)



ZONE 4 LEGEND

S.R. 64 (Westbound on Manatee Avenue East approaching S.R. 55 which is 1st Street / US 41 / US 301)

**this is a two laned one way street requiring signs to be on both side of the roadway leading up to 1st Street where it broadens to 2 southbound turn lanes, 2 Westbound thru lanes, and 1 northbound turn lane.

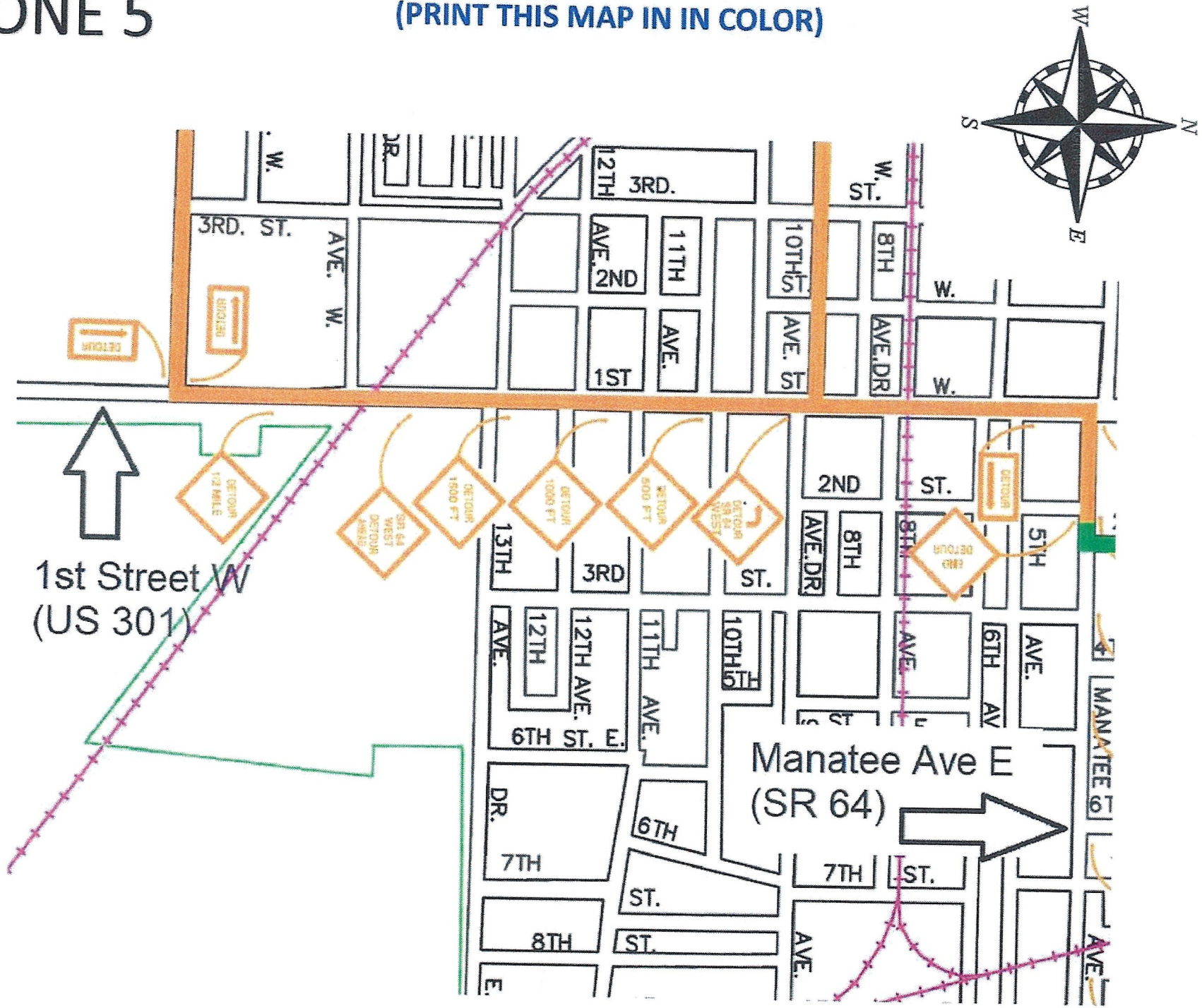
1. "Detour 1500 feet" sign placed facing westbound traffic lanes (visible to traffic headed westbound on Manatee Avenue East).
2. "Detour 1000 feet" sign placed facing westbound traffic lanes (visible to traffic headed westbound on Manatee Avenue East).
3. "Detour S.R. 64 Westbound 500 feet" sign placed facing westbound traffic on Manatee Avenue East.
4. "Street Closed Ahead" sign placed facing westbound traffic on Manatee Avenue East.
5. "S.R. Westbound Traffic – Left Lanes Only" sign placed facing westbound traffic on Manatee Avenue East.
6. "Detour Ahead – S.R. 64 Westbound" sign placed facing westbound traffic on Manatee Avenue East.
7. "Detour Westbound S.R. 64 A " sign at (just east of the 1st street (S.R. 55) intersection to direct Westbound S.R. 64 traffic to turn south towards the 17th Avenue detour [additional barricades and traffic cones will be placed to properly direct traffic into available detour lanes to go north or detour south].
8. Thru lanes on S.R. 64 Westbound will be coned and barricaded off in "V" to divert traffic. Northbound S.R. 55 turn lanes to go west on S.R. 64 will be coned off as well.



A

ZONE 5

(PRINT THIS MAP IN IN COLOR)



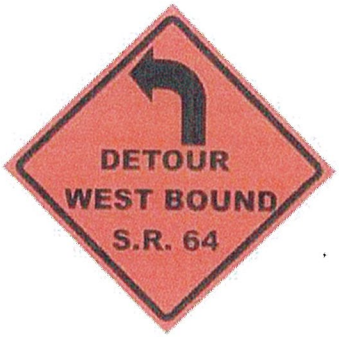
ZONE 5 LEGEND

Northbound S.R. 55 (1st Street / US 41, merging US 301)

Detour for Westbound S.R. 64 will be at 9th Avenue West over to 14th Street West (which is S.R. 45), south to 17th Avenue where they will turn West and follow the remainder of the Detour to 43rd Street West and north back to S.R. 64 (Manatee Avenue West).

1. "Detour ½ Mile" sign placed facing northbound traffic.
2. "Detour S.R. 64 West Traffic 1500 feet" sign placed facing northbound traffic advising them of detour ahead.
3. "Detour S.R. 64 West Traffic 1000 feet" sign placed facing northbound traffic.
4. "Detour S.R. 64 West Traffic 500 feet" sign placed facing northbound traffic.
5. "Detour S.R. 64 West left lane" sign placed north of 13th Avenue intersection facing northbound traffic on S.R. 55.
6. "To Beaches – Detour S.R. 64 West A " sign at (just south of) the 9th Avenue West intersection with S.R. 55 (1st street).

**** Signs would be required on right side of street and in the median areas for full traffic visibility.



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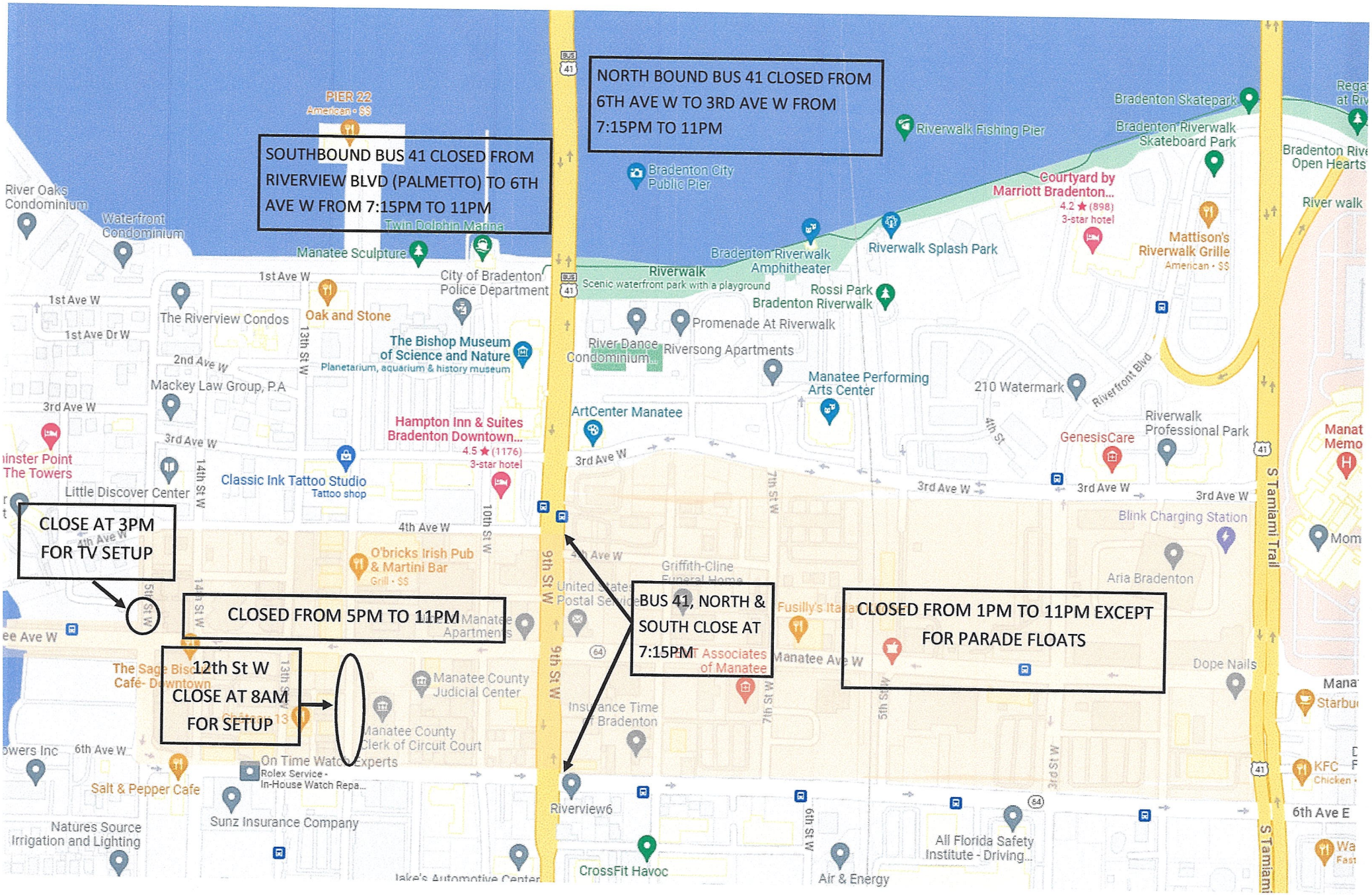
2024 DESOTO PARADE DOWNTOWN ROAD CLOSURES



Rule 14-65.0035(1)(c), F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TEMPORARY CLOSING OF STATE ROAD PERMIT

850-040-65
MAINTENANCE
12/11

Date: 10/30/2023 Permit No. _____

Governmental Entity/Permittee

Approving Local Government CITY OF BRADENTON Contact Person Rob Perry, City Administrator

Address 101 Old Main Street W, Bradenton, FL 34205

Telephone 941-932-9447 Email cityclerk@cityofbradenton.com

Organization Requesting Special Event

Name of Organization HERNANDO DESOTO HISTORICAL SOCIETY Contact Person GUS SOKOS, Executive Director

Address 605 17th Avenue W, Bradenton, FL 34205

Telephone 941-747-1998 Email manager@desotohq.com

Description of Special Event

Event Title DeSoto Heritage Festival Grand Parade Date of Event April 27, 2024

Start Time 1:00PM End Time 11:59PM

Event Route (attach map) see attached map

Detour Route (attach map) see attached map

Law Enforcement Agency Responsible for Traffic Control

Name of Agency City of Bradenton Police Chief Melanie Bevan Ed.D

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable ☒

Copy of USCG Approval Letter Attached ☐

Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator _____ Signature _____ Date _____

Law Enforcement
Name/Title Melanie Bevan Ed.D - Chief of Police Signature _____ Date 11/3/23

Government Official
Name/Title Rob Perry, City Administrator Signature _____ Date 11/3/23

FDOT Special Conditions

_____

_____

_____

FDOT Authorization

Name/Title _____ Signature _____ Date _____

AGENDA ITEM NO. 8.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Easterfest

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Front organization wants to host a family Easter celebration with music, food trucks and non-profit organizations showcasing services for our residents. The event will be held 3/30/24 at the Riverwalk Pavilion with an expectation of 200 guests.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Motion to approve Easterfest with stipulations: Food truck inspections by Bradenton Fire Department, no smoking ban on the Forever Lawn at the Pavilion and compliance of all City of Bradenton Special Event Standards.

ATTACHMENTS:
Easterfest Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: The Front

Date of Application: 11/8/23

Contact Name: Michelle Skorski

Contact Phone 1: 941 238 7048

Contact Email: thefrontonline@gmail.com

Contact Phone 2: 941 737 7688

Address: P.O. Box 10471

City: Bradenton

State: FL

Zip: 34282

Event Information

Name of Event: Easterfest

Event Date: 3/30/24

Purpose of Event: Family Easter Celebration

Description of Event: *live music + tables highlighting local non-profits that serve families

Event Location: *(Artist from The Voice + America's Got Talent)

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify):	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	3/30/24		11 AM	6pm	
Event Day 1	3/30/24		2:00 pm	5 pm	200
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 0

Past Attendance: _____

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? (Yes) No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	possibly some small pop ups covering tables for organizations	

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? (Yes) No

Will the event require electricity? (Yes) No Type of electrical power: ?

Will a generator be used? Yes (No) Size of generator: _____

Will gas equipment be used? Yes (No) Type of fuel source: _____

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Possibly CoCoJoes & a food truck?

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Music Contemporary Christian & Worship

PA Sound system

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes (No)

Describe any additional event activities.

tables spot lighting local Not for profit organizations that serve the community

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? Yes (No)

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes (No)

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Michelle Skorski

Name of Organization: The Front

Mailing address PO Box 10471 Bradenton FL 34282

Street Address: 6802 14th St W

City: Bradenton State: FL Zip: 34207

Telephone: 941 238 7048 Email: thefrontflorida.com

Name of Event: Easterfest

Start Date: 3/30 End Date: 3/30 Start Time: 2 End Time: 5

Proposed roads to close (specific locations, include map): N/A

Proposed detour route (include alternative road and map): N/A

Additional notes and comments:

(03/2022)

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

11am-6pm Setup & Breakdown

I, Michelle Skorski, applicant/event organizer for Easterfest (event), scheduled for (date&hours), 3/30/24, from 2 to 5, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Michelle Skorski
Signature of Applicant/Event Organizer

The Front
Organization

Michelle Skorski
Typed or Printed Name and Title

11/8/23
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

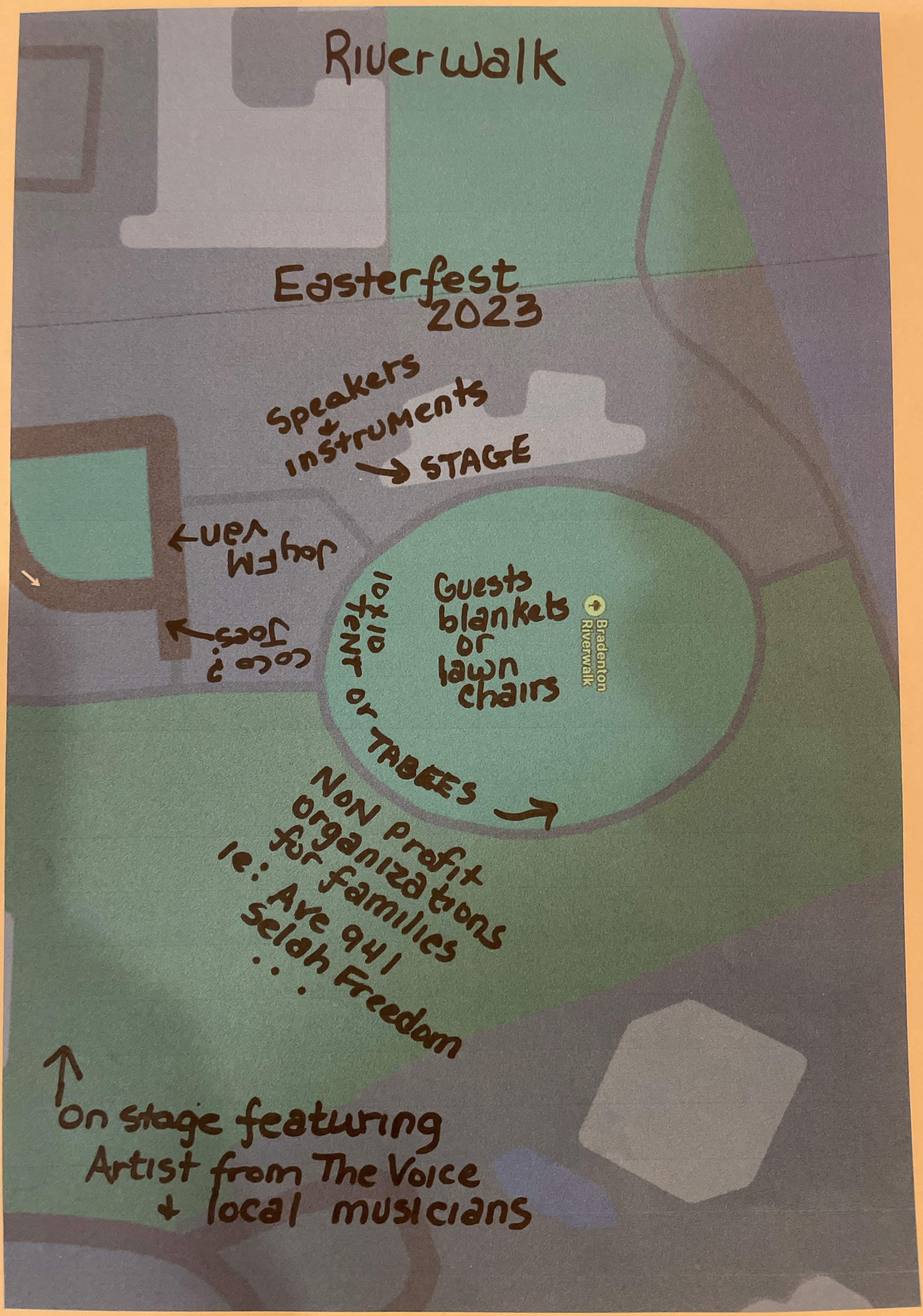
Michelle Skorski
Signature of Applicant/Event Organizer

The Front
Organization

Michelle Skorski
Typed or Printed Name and Title

11/8/23
Date

(03/2022)


Riverwalk
Easterfest
2023
Speakers
+
instruments
→ STAGE
Joy FM
van →
Cole ?
Joes →
Next to
tent or
Guests
blankets
or
lawn
chairs
Bradenton
Riverwalk
TABLES →
Non profit
organizations
for families
ie: Ave 941
Selah Fre
. . .
reedom
↑
On stage featuring
Artist from The Voice
+ local musicians

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Hernando de Soto Historical Society Date of Application: 12/13/23

Contact Name: Gus Sokos Contact Phone 1: 941-920-4046

Contact Email: manager@desotohq.com Contact Phone 2: 941-744-1998

Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: River Regatta Event Date: 2/16 & 2/17/24

Purpose of Event: Family Fun & Fundraiser

Description of Event:

Event Location: Bradenton Riverwalk

If the event is to be held on the Riverwalk, please check the area(s) to be used.

AS PER ISM APPLICATION

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify):	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	2/16/24	Friday	8 AM	5 pm	
Event Day 1	2/16/24	Friday	5 pm	9:00 PM	
Event Day 2	2/17/24	Saturday	11 AM	7 PM	
Event Day 3					
Break Down	2/17/24	Saturday	7:00 PM	10:30 AM	

Number of years event has been held: 10 years Past Attendance: _____

(03/2022)

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
See Attached map		

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

AS PER ISM APPLICATION

Will a stage be used for the event? Yes No

Will the event require electricity? Yes No Type of electrical power: _____

Will a generator be used? Yes No Size of generator: _____

Will gas equipment be used? Yes No Type of fuel source: _____

Vendor Information

AS PER ISM APPLICATION

Will the event offer food? Yes No

Where will the food be prepared? _____ _____

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

AS PER ISM Application

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

_____

_____

Are fireworks planned? Yes No Note: Fireworks will require an additional permit.

AS PER ISM Application

Are live animals planned to be at the event? Yes No

Describe any additional event activities.

_____

_____

(03/2022)

AS PER ISM APPLICATION

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

(03/2022)

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Gus Sokos, applicant/event organizer for HDHS (event), scheduled for (date&hours), 2/16/17 / 2024, from 5-9p to 11a-7pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society
Organization

Gus Sokos
Typed or Printed Name and Title

12/13/23
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society
Organization

Gus Sokos
Typed or Printed Name and Title

12/13/23
Date

(03/2022)



Pavilion

* SERVING LOCATION

private property

AGENDA ITEM NO. 8.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: River Regatta Private VIP Party

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is an application for the private VIP gala to be held in conjunction with the River Regatta at the Riverwalk Pavilion on Feb. 16, 2024. The gala is anticipating 200 private guests with concert music, catered food and drink and drone show.

The private gala will be contained in a fenced off area but will still have additional room at the Pavilion for the general public to see the concert and drone show.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Motion to approve River Regatta Private VIP Party with the following stipulations: Complete fencing of the private gala area by the event sponsor, extra port-o-lets onsite, and compliance of all City of Bradenton Special Event Standards.

ATTACHMENTS:
2024 Regatta VIP Event Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: 2024 BRADENTON ANNA RIVER REGATTA 2024

Date of Application: 12/12/23

Contact Name: MIKE FETCHKO

Contact Phone 1: 412-298-2884

Contact Email: MFETCHKO@AOL.COM

Contact Phone 2: _____

Address: 12705 DEL CORSO LOOP

City: BRADENTON State: FL Zip: 34211

Event Information

Name of Event: REGATTA VIP GALA PARTY

Event Date: 2/16/24

Purpose of Event: PRIVATE MEDIA/CORPORATE SPONSOR OPENING EVENT

Description of Event: 6PM TO 9PM – SOCIAL RECEPTION AND MAYORS' REMARKS

Event Location: BRADENTON CONCERT PAVILION – ROSSI PARK

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area ROSSI PARK	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify): _____	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	2/16/24	FRIDAY	8AM	9PM	[redacted]30
Event Day 1	2/16/24	FRIDAY GALA	6PM	9PM	200
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: FIRST YEAR AT ROSSI PARK

Past Attendance: _____

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? Yes (No)

Will any tents be used for the event? (Yes) No Except for The Drone Show AT 7:15 and Show Concert AT 7:30

Tent Size	Number of Tents	Tent Location
10 x 10	2	Behind STAGE

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? (Yes) No

Will the event require electricity? (Yes) No Type of electrical power: _____

Will a generator be used? (Yes) No Size of generator: STANDARD

Will gas equipment be used? Yes (No) Type of fuel source: _____

Vendor Information

Will the event offer food? Yes (No) only to Fenced Private Invite only VIP GALA 2/16/24

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? (Yes) No AT PRIVATE GALA Only

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No Lighted Drone Show AT 7:15pm Concert AT 7:30pm

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

STAGE Speakers for Lighted Drone Music Bed 7:15pm

" " " Concert (1 hour) AT 7:30pm

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes (No)

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

(03/2022)

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Mike Fetchko ISM USA LLC, applicant/event organizer for Bradenton Area River Regatta (event), scheduled for (date&hours), Feb 3/16 & 7/17, from 7AM to 8PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer — ISM USA LLC (Organization)

Michael Fetchko-ISM USA LLC — 12/10/23

Typed or Printed Name and Title — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

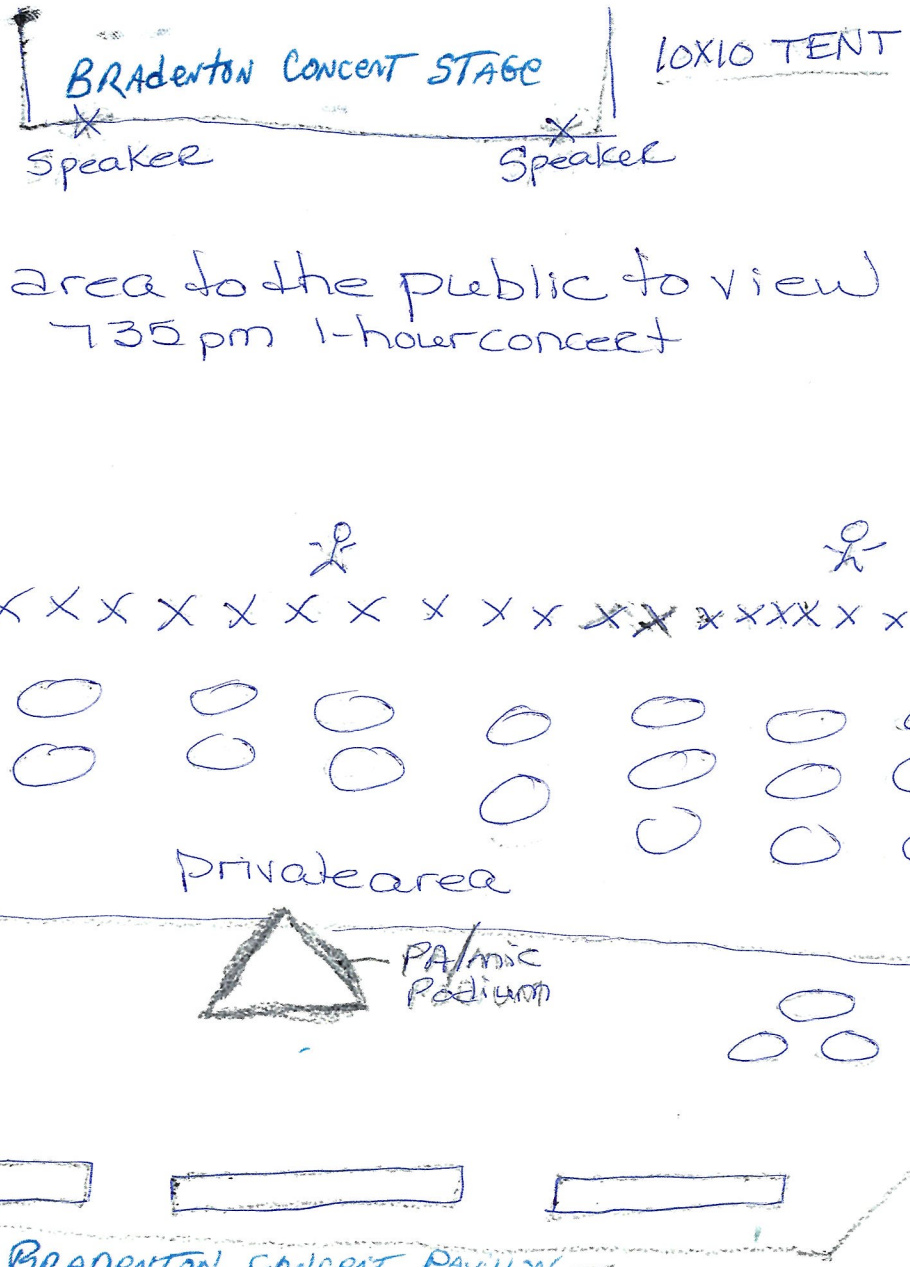
The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant/Event Organizer — ISM USA LLC (Organization)

Michael Fetchko-ISM USA LLC — 12/10/23

Typed or Printed Name and Title — Date

(03/2022)


BRADENTON CONCERT STAGE
10X10 TENT
Speaker
Speaker
Open area to the public to view
735 pm 1-hour concert
private area
RESTROOMS
PORTOLETS
PA/mic
Podium
GATED
ENTRANCE
BRADENTON CONCERT PAVILION
X - Fencing
O - High tops tables
= Food/Beverage stations
- Security

AGENDA ITEM NO. 8.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA24-02

SUGGESTED ACTION: Approve Budget Adjustment BA24-02

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Carryforward of project funding for projects still in progress from fiscal year 2023.

FINANCIAL IMPACT:
Use of cash carryforward for Capital projects fund of $1,484,100, Half Cent Infrastructure fund of $1,860,150, ARPA fund of $3,268,000, Spring Training fund of $27,300, Infrastructure fund of $9,679,250 and Stormwater fund of $1,966,000.

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA24-02.

ATTACHMENTS:
Budget Adjustment BA24-02

RESOLUTION NUMBER BA24-02

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2023-2024 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of carry forward of project funding for projects still in progress from fiscal year 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 10th DAY OF JANUARY, 2024.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Clerk Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Linda Guth

For: Public Works

Date: 12/13/2023

Budget Adjustment #: BA24-02

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: Carryforward of projects still in progress from the 2023 fiscal year to the 2024 fiscal year.

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 30158200 563000 23804
Line item description: Southern Parkway Trail-FDOT

Increase (in $): 600,000.00 Decrease (in $):

Account Number: 30158200 563000 23807
Line item description: Man Elementary Sidewalks-FDOT

Increase (in $): 734,100.00 Decrease (in $):

Account Number: 30158200 563000 Parks
Line item description: Park Improvements

Increase (in $): 150,000.00 Decrease (in $):

Account Number: 30105 369150
Line item description: Cash Carryforward

Increase (in $): 1,484,100.00 Decrease (in $):

Account Number: 30258200 563000 19801
Line item description: Riverwalk

Increase (in $): 100,000.00 Decrease (in $):

Account Number: 30258200 563000 21514
Line item description: Vota South Pond Stormwater

Increase (in $): 530,000.00 Decrease (in $):

Account Number: 30258200 563000 22512
Line item description: Riverview Blvd-Stormwater Improv

Increase (in $):735,150.00 Decrease (in $):

Account Number: 30258200 563000 22802
Line item description: Transportation Related Improv

Increase (in $): 210,000.00 Decrease (in $):

Account Number: 30258200 563000 23802
Line item description: School Safety Zone Improvements

Increase (in $): 200,000.00 Decrease (in $):

Account Number: 30258200 563000 24803
Line item description: Sidewalks

Increase (in $): 85,000.00 Decrease (in $):

Account Number: 30205 369150
Line item description: Cash Carryforward

Increase (in $): 1,860,150.00 Decrease (in $):

Account Number: 30358200 563000 22806
Line item description: Misc Sewer Lining-Arpa

Increase (in $): 2,185,000.00 Decrease (in $):

Account Number: 30358200 563000 22808
Line item description: Resilient FI Grant-FDEP

Increase (in $): 1,083,000.00 Decrease (in $):

Account Number: 30305 369150
Line item description: Cash Carryforward

Increase (in $): 3,268,000.00 Decrease (in $):

Account Number: 30657510 563000
Line item description: Improvements-Caplital Outlay for Pirates

Increase (in $): 27,300.00 Decrease (in $):

Account Number: 30605 369150
Line item description: Cash Carryforward

Increase (in $): 27,300.00 Decrease (in $):

Account Number: 40859000 563000 18501
Line item description: Injection Well-WTP

Increase (in $): 5,090,000.00 Decrease (in $):

Account Number: 40859000 563000 22501
Line item description: Transfer Pump Rehab-WTP

Increase (in $): 70,750.00 Decrease (in $):

Account Number: 40859000 563000 22507
Line item description: Altitude Valve Repl-Elev Tanks

Increase (in $): 258,000.00 Decrease (in $):

Account Number: 40859000 563000 24502
Line item description: Water Main Replacement Project

Increase (in $): 1,890,500.00 Decrease (in $):

Account Number: 40859000 563000 24504
Line item description: Sewer Linings

Increase (in $): 415,000.00 Decrease (in $):

Account Number: 40859000 563000 24505
Line item description: Manhole and Wetwell Lining

Increase (in $): 420,000.00 Decrease (in $):

Account Number: 40859000 563000 24506
Line item description: Lift Station Improv/Upgrades

Increase (in $): 625,000.00 Decrease (in $):

Account Number: 40859000 563000 23511
Line item description: Ironwood Water System Improv

Increase (in $): 100,000.00 Decrease (in $):

Account Number: 40859000 563000 23518
Line item description: Emergency Power-FDEP

Increase (in $): 500,000.00 Decrease (in $):

Account Number: 40859000 563000 Wtrkp
Line item description: Waterkeeper Improvements

Increase (in $): 310,000.00 Decrease (in $):

Account Number: 40805 369150
Line item description: Cash Carryforward

Increase (in $): 9,679,250.00 Decrease (in $):

Account Number: 43053810 563000 21514
Line item description: Vota South Pond Stormwater

Increase (in $): 265,000.00 Decrease (in $):

Account Number: 43053810 563000 24508
Line item description: Misc Cmp Pipe Repairs

Increase (in $): 340,000.00 Decrease (in $):

Account Number: 43053810 563000 22808
Line item description: Eastside Dr Improv-FDEP

Increase (in $): 1,083,000.00 Decrease (in $):

Account Number: 43053810 563000 24509
Line item description: Storm Pipe Lining

Increase (in $): 278,000.00 Decrease (in $):

Account Number: 43005 369150
Line item description: Cash Carryforward

Increase (in $): 1,966,000.00 Decrease (in $):

Approved by:

_____
Department Head / Manager

_____
City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 8.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Lance Williams, Finance

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-04 - 2024 IRS Standard Mileage Rate

SUGGESTED ACTION: Approve Resolution 24-04

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Update to the City's mileage reimbursement for use of personal vehicle for City business; rate from 65.5 to 67.0, in accordance with the 2024 IRS Notice 2024-08. Per City Resolution 06-09, the mileage reimbursement rate for employees that use their personal vehicles to travel on City business is to be equal to the reimbursement rate established by the IRS.

FINANCIAL IMPACT:
Increase of 1.5 cents per mile from the current rate of 65.5 cents per mile.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-04.

ATTACHMENTS:
Resolution 24-04

CITY OF BRADENTON

RESOLUTION NUMBER 24-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ESTABLISHING A MILEAGE REIMBURSEMENT RATE FOR CITY OF BRADENTON EMPLOYEES USING PERSONAL VEHICLES TO TRAVEL ON CITY BUSINESS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton desires to establish reimbursement rates for employees traveling on City business; and

WHEREAS, the City Code of Ordinances provides that such rates shall be established by Resolution; and

WHEREAS, per Resolution 06-09, the mileage reimbursement rate for employees who use their personal vehicles to travel on city business is to be equal to the reimbursement rate established by the Internal Revenue Service (IRS); and

WHEREAS, the IRS has announced it will adjust its mileage reimbursement rate as of January 1, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The mileage reimbursement rate for employees who use their personal vehicles to travel on City business will be increased from 65.5 to 67.0 cents per mile in keeping with the rate established by the Internal Revenue Service.
2. This reimbursement rate of 67.0 cents shall take effect for all miles traveled on or after January 1, 2024.
3. This reimbursement rate remains in effect until further notice from the IRS.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 10th DAY OF JANUARY, 2024.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

2024 Standard Mileage Rates

Notice 2024-08

SECTION 1. PURPOSE

This notice provides the optional 2024 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan. Additionally, this notice provides the maximum fair market value (FMV) of employer-provided automobiles first made available to employees for personal use in calendar year 2024 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).[1]

SECTION 2. BACKGROUND

Rev. Proc. 2019-46, 2019-49 I.R.B. 1301, provides rules for computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes, and for substantiating, under § 274(d) and § 1.274-5, the amount of

[1] Unless otherwise specified, all "section" or "§" references are to sections of the Internal Revenue Code (Code) or the Income Tax Regulations (26 CFR part 1).

ordinary and necessary business expenses of local transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2019-46. However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2019-46, but instead may substantiate using actual allowable expense amounts if the taxpayer maintains adequate records or other sufficient evidence.

An independent contractor conducts an annual study for the Internal Revenue Service of the fixed and variable costs of operating an automobile to determine the standard mileage rates for business, medical, and moving use reflected in this notice. The standard mileage rate for charitable use is set by § 170(i).

Longstanding regulations under § 61 provide special valuation rules for employer-provided automobiles. The amount that must be included in the employee's income and wages for the personal use of an employer-provided automobile generally is determined by reference to the automobile's FMV. If an employer chooses to use a special valuation rule, the special value is treated as the FMV of the benefit for income tax and employment tax purposes. Section 1.61-21(b)(4). Two such special valuation rules, the fleet-average valuation rule and the vehicle cents-per-mile valuation rule, are set forth in § 1.61-21(d)(5)(v) and § 1.61-21(e), respectively. These two special valuation rules are subject to limitations, including that they may be used only in connection with automobiles having values that do not exceed a maximum amount set forth in the regulations.

SECTION 3. STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses is 67 cents per mile for all miles of business use (business standard mileage rate). See section 4 of

Rev. Proc. 2019-46. However, § 11045 of Public Law 115-97, 131. Stat. 2054 (December 22, 2017), commonly known as the Tax Cuts and Jobs Act (TCJA) suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the business standard mileage rate provided in this notice cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension. Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2023), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2023), and therefore may continue to use the business standard mileage rate.

The standard mileage rate is 14 cents per mile for use of an automobile in rendering gratuitous services to a charitable organization under § 170. See section 5 of Rev. Proc. 2019-46.

The standard mileage rate is 21 cents per mile for use of an automobile: (1) for medical care described in § 213; or (2) as part of a move for which the expenses are deductible under § 217(g). See section 5 of Rev. Proc. 2019-46. Section 11049 of the TCJA suspends the deduction for moving expenses for taxable years beginning after

December 31, 2017, and before January 1, 2026. However, the suspension does not apply to members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station. Thus, except for taxpayers to whom § 217(g) applies, the standard mileage rate provided in this notice is not applicable for the use of an automobile as part of a move occurring during the suspension.

SECTION 4. BASIS REDUCTION AMOUNT

For automobiles a taxpayer uses for business purposes, the portion of the business standard mileage rate treated as depreciation is 27 cents per mile for 2020, 26 cents per mile for 2021, 26 cents per mile for 2022, 28 cents per mile for 2023, and 30 cents per mile for 2024. See section 4.04 of Rev. Proc. 2019-46.

SECTION 5. MAXIMUM STANDARD AUTOMOBILE COST

For purposes of computing the allowance under a FAVR plan, the standard automobile cost may not exceed $62,000 for automobiles (including trucks and vans). See section 6.02(6) of Rev. Proc. 2019-46.

SECTION 6. MAXIMUM VALUE OF EMPLOYER-PROVIDED AUTOMOBILES

For purposes of the fleet-average valuation rule in § 1.61-21(d)(5)(v) and the vehicle cents-per-mile valuation rule in § 1.61-21(e), the maximum FMV of automobiles (including trucks and vans) first made available to employees in calendar year 2024 is $62,000.

SECTION 7. EFFECTIVE DATE

This notice is effective for: (1) deductible transportation expenses paid or incurred on or after January 1, 2024; (2) mileage allowances or reimbursements paid to

a charitable volunteer or a member of the Armed Forces to whom § 217(g) applies: (a) on or after January 1, 2024, and (b) for transportation expenses the charitable volunteer or such member of the Armed Forces pays or incurs on or after January 1, 2024; and (3) for purposes of the maximum FMV of employer-provided automobiles for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile rule in § 1.61-21(e), automobiles first made available to employees for personal use on or after January 1, 2024.

SECTION 8. EFFECT ON OTHER DOCUMENTS

Notice 2023-03 is superseded.

DRAFTING INFORMATION

The principal author of this notice is Christian Lagorio of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information on this notice regarding the use of an employee-provided automobile, contact Mr. Lagorio at (202) 317-7005 (not a toll-free number). For further information on this notice regarding the use of an employer-provided automobile, contact Stephanie Caden of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes), at (202) 317-4774 (not a toll-free number).

AGENDA ITEM NO. 8.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Tamara Melton, Legislative

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Acceptance of Donation from Gold Coast Eagle Distributing for Events Downtown

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Gold Coast Eagle Distributing requested to donate $6,000 towards events downtown. The City would be acting as a funds pass through only between Gold Coast Eagle Distributing and event promoters.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed and had no objections.

SUGGESTED MOTION:
Motion to approve the Memorandum of Agreement with Gold Coast Eagle Distributing.

ATTACHMENTS:
Memorandum of Agreement with Gold Coast Eagle Distributing

MEMORANDUM OF AGREEMENT

DATE: December 21, 2023

Between: City of Bradenton and Gold Coast Eagle Distributing

TERMS OF AGREEMENT:

1. Gold Coast Eagle Distributing agrees to a donation of $6,000 payable towards special events to be held in the City of Bradenton area.
2. City of Bradenton will have final authority in determining the recipient(s) of the event award.

This agreement becomes effective upon the date of last signatory.

I have read, understood and hereby accept all terms and conditions as set forth in this agreement.

Date: _____

_____
Mayor Gene Brown
City of Bradenton

Date: _____

_____
Joe Frasier
Gold Coast Eagle Distributing

City of Bradenton

101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: lance.williams@bradentonfl.gov

EVENT INVOICE

Date: December 21, 2023

Bill To: Gold Coast Eagle Distributing

		Total
1-time donation to City of Bradenton to contribute toward special events in the area.		**$6,000**

Please make check payable to: **City of Bradenton**

All fees are due no later than 30 days prior to event.

Mail: ***Lance Williams***
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

AGENDA ITEM NO. 8.I

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Sandra Orsino, Police

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA24-03

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Budget Adjustment to purchase 3 new vehicles for officers hired by the 2023 Cops Grant.

FINANCIAL IMPACT:
Purchase of 3 vehicles would create an increase in expenses and a decrease in Reserve for Contingencies.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA24-03.

ATTACHMENTS:
Budget Adjustment BA24-03

RESOLUTION NUMBER BA-24-03

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2023-2024 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purchase of 3 new vehicles for officers hired by the 2023 COPS Grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS DAY OF , 20____.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Clerk Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Melanie Bevin

For: Bradenton Police Department

Date: 12/20/2023

Budget Adjustment #: BA24-03

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: For the purchase of 3 new vehicles for officers hired by the 2023 Cops Grant.

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 00152160 564000
Line item description: Capital Outlay-Vehicles and Equipment

Increase (in $): 180,000.00 Decrease (in $):

Account Number: 00158100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 180,000.00

Approved by:

Department Head / Manager

_____

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 8.m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Sandra Orsino, Police

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA24-04

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Budget Adjustment to purchase 3 new CRA Vehicles and the purchase of 1 vehicle and equipment from the Opioid Settlement.

FINANCIAL IMPACT:
Purchase of 1 vehicle and equipment from Opioid Settlement-No financial impact. Purchase of 3 vehicles for CRA increase in expenses and a decrease in Reserve for Contingencies.

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA24-04.

ATTACHMENTS:
Budget Adjustment BA24-04

RESOLUTION NUMBER BA-24-04

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2023-2024 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purchase of 3 new CRA vehicles, and the purchase of 1 vehicle and equipment from the Opioid Settlement.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS DAY OF , 20____.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Clerk Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Melanie Bevan

For: Bradenton Police Department

Date: 12/20/2023

Budget Adjustment #: BA24-04

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: For the purchase of a vehicle and equipment with funds from the Opioid settlement and 3 new CRA vehicles.

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 00102 369300 Settl
Line item description: Opioid Settlement

Increase (in $): 79,400.00 Decrease (in $):

Account Number: 00152160 564000
Line item description: Capital Oulay-Vehicles and Equipment

Increase (in $): 63,000.00 Decrease (in $):

Account Number: 00152160 551100
Line item description: Equipment under $5,000

Increase (in $): 16,400.00 Decrease (in $):

Account Number: 00152160 564000
Line item description: Capital Outlay-Vehicles and Equipment

Increase (in $): 195,000.00 Decrease (in $):

Account Number: 00158100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 195,000.00

Approved by:

_____
Department Head / Manager

_____
City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 8.n

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Continuing Services Contract with Veith Engineering & Business Solutions

SUGGESTED ACTION: Approval of the continuing service contract with Veith Engineering & Business Solutions.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the March 22, 2023 City Council meeting approval was received for multiple continuing services contracts procured under RFQ 22-029TWS Miscellaneous Professional Continuing Services - CCNA which was posted to DemandStar.com on May 5, 2022. On July 6, 2022 thirty (30) proposals were received in response to the Request for Qualifications. The proposals were presented to the evaluation committee for evaluating and ranking according to the Consultants Competitive Negotiation Act (CCNA). Based on the evaluations, the committee recommended the award of multiple contracts in the various professional services areas. City Council approved the negotiation of continuing services contracts with selected firms at their November 16, 2022 meeting. Public Works and the City Attorney have coordinated with these firms and prepared standardized contracts for CMAR continuing services that maybe used by the City for projects with a construction value of up to $4 million. Negotiations with Veith Engineering & Business Solutions on the final contract were not completed with the previously approved contracts, so separate approval is now sought for this contract.

FINANCIAL IMPACT:
There is no financial impact associated with the continuing services contracts. Any

task authorization under these contracts will be brought before City Council for authorization.

ATTORNEY REVIEW/RECOMMENDATION:
City Attorney Rudacille reviewed.

SUGGESTED MOTION:
Motion to approve the continuing services contract for Miscellaneous Professional Services with Veith Engineering & Business Solutions.

ATTACHMENTS:
Continuing Services Contract with Veith Engineering

City of Bradenton, Florida

Professional Services Agreement

RFQ 22-029TWS: Water & Wastewater Engineering Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this____day of _____20_, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Veith Engineering & Business Solutions (herein after referred to as "CONSULTANT"), with a principal office located at 2201 Cantu Court, Suite 118, Sarasota, FL 34232.

WHEREAS, the CITY desires to obtain Water & Wastewater Engineering services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFQ 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Qualifications (RFQ) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFQ.

3. **Scope of Services**.

3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract.

3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 business hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 Ownership of Documents. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 Insurance. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract 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 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

8.0 **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. CONSULTANT hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONSULTANT further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. CONSULTANT hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If CONSULTANT has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the CITY. CONSULTANT shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

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

12.1 CONSULTANT shall keep and maintain public records required by the CITY in order to perform the service;

12.2 Upon request from the CITY, provide the CITY 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;

12.3 CONSULTANT 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 the CONSULTANT does not transfer the records to the CITY;

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

12.5 CONSULTANT acknowledges that all information relating to the Contract 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.

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this_____day of_____, 20_.

CONSULTANT

Veith Engineering & Business Solutions

2201 Cantu Court, Suite 118

Sarasota, Florida 34232

By:_____

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown

Mayor, City of Bradenton

Witness for CONSULTANT:

By:_____

Witness for CITY:

By:_____

Tamara Melton

City Clerk

Approved as to Form:

By:_____

Scott Rudacille

City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.11 WATER/WASTEWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional water/wastewater engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Regulatory permitting and compliance assistance

b) Water supply evaluation, planning, permitting, and design

c) Water transmission/distribution system modeling, planning and design

d) Water/wastewater treatment plant operations evaluation, and design

e) Wastewater collection/transmission system evaluation, planning, and design

f) Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design

g) Water/wastewater/reclaimed water SCADA and instrumentation system planning and design

h) Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design

i) Professional services during construction

   a. Construction administration services

   b. Construction observation services

   c. Completion of project close-out activities including Record Drawings in multiple electronic formats

j) Alternative project delivery methodologies (design-build, etc.)

k) Value engineering

Exhibit B - Key Personnel

VEBS Position Classification	VEBS Staff Member	Key Staff Member Role
Principal Consultant	Bryan Veith	Primary Point of Contact
Principal Technical Advisor / Quality Control	Karl Sieg	Backup Point of Contact
Senior Professional	Dave Cash	
Project Engineer	Senuda Rajapakse	
Project Analyst	Anarcha Basta	Scheduling
Financial Analyst / Project Manager Assistant	Lucie Blahackova	Insurance, Contracts, Invoicing
Senior Project Admin	Julie Veith	
Engineering Intern	Justin Samsenak, Hana Florez Guimoye	
Staff Intern	Logan Veith	

Exhibit C - Standard Hourly Rate Schedule

Standard Billing Rate Schedule

Position Classifications (Classifications titles subject to change)	Hourly Labor Billing Rates
Expert Witness Testimony	$375.00
Principal Engineer & Business Consultant	$290.00
Principal Quality Control / Technical Advisor	$270.00
Senior Project Manager (ASCE Grade VIII)	$260.00
Project Manager II / Senior Prof Eng. II (ASCE Grade VII)	$230.00
Senior Professional Consultant / Senior Professional Engineer (ASCE Grade VI)	$215.00
Professional Engineer II (ASCE Grade V)	$190.00
Professional Engineer (ASCE Grade IV)	$170.00
Senior Project Engineer (ASCE Grade III)	$153.00
Senior Project Representative	$148.00
Project Engineer (ASCE Grade II)	$142.00
Senior CADD Designer and Project Technician / RPR	$137.00
Analyst	$129.00
GIS Technician	$121.00
Staff Engineer (ASCE Grade I)	$116.00
Project Manager Assistant / Sr. Project Coordinator	$110.00
CADD or Field Technician	$105.00
Senior Project Admin	$93.00
Engineering Intern	$90.00
Office Support Services	$84.00
Staff Intern	$79.00

1) Veith Engineering & Business Solutions (VEBS) hourly rates effective 01/01/2023 to 12/31/2025
2) VEBS hourly labor billing rates do not include other direct project costs that are reimbursable such as drawings (mylar, prints) and report reproduction, presentation boards, rental field equipment and supplies, out of town travel costs, courier service, permit fees, and sampling kits and laboratory analysis.
3) Markups on subconsultants is 5%

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** RESOLUTION 24-01 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.23.4849; TO PERMIT A SIDEWALK CAFE WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 1201 1ST AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3325500001), IN THE T5 TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval of Resolution 24-01 with stipulations:

Planning Commission reviewed the subject request at their December 20, 2023, meeting and voted 6-0 to recommend approval with stipulations.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting approval of a Special Use permit to install a sidewalk café area to be located on the sidewalk along 12th Street West (Old Main Street) for Oak and Stone restaurant. The subject area will be approximately 400 square feet in size and will contain eight tables with four seats at each table.

The applicant is also proposing umbrellas in the café area. Additionally, planters will be present as a barricade from the street. If possible, planters will be added that match those currently located on the sidewalk; otherwise, eight new planters will be installed as a barrier between the café area and the street.

Based on the submitted site plan, there will be a minimum of 5'-1" of traversable space for pedestrians to pass by the café area, which meets minimum ADA requirements.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Nancy Meyer, Conflict Council on behalf of City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 24-01 with the following stipulations:

1. An Indemnification Agreement shall be provided by the owner along with proof of liability insurance.
2. Any necessary right-of-way permits shall be obtained by the owner from the City of Bradenton Public Works Department.
3. Planters shall be approved by the City of Bradenton Public Works Department.
4. Planters and any plant material shall be properly maintained by the owner, with any damaged planters and dead/dying plant materials being removed and replaced.
5. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
6. The owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
7. The sidewalk shall be cleaned at the end of every day. Any type of cleaning solution shall be approved by the City of Bradenton Public Works Department.
8. Patio furniture and accessory items shall be removed and stored indoors during business closing hours.

ATTACHMENTS:
Resolution 24-01
SU.23.4849 - Application
SU.23.4849 - Staff Report

SU.23.4849 - Presentation
12-20-23 Planning Commission Draft Minutes

RESOLUTION 24-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.23.4849 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 1201 1ST AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3325500001), IN THE T5 TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Players Point Hotel, LLC (the "Property Owner" or "Applicant") owns the property located at 1201 1st Avenue West, Bradenton, Florida (Parcel ID 3325500001), more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with greater than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on December 20, 2023 at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on January 10, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a sidewalk café with alcoholic sales, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended approval with stipulations.
e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
e. Screening, buffering or separation of any nuisance or hazardous feature of the use.
f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
h. Adequacy of land and/or building which are to be used.
i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
k. Consistency with the city's comprehensive plan.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales as generally shown on the Site Plan attached hereto as Exhibit "B", with the following stipulations:

1. An Indemnification Agreement shall be provided by the owner along with proof of liability insurance.
2. Any necessary right-of-way permits shall be obtained by the owner from the City of Bradenton Public Works Department.
3. Planters shall be approved by the City of Bradenton Public Works Department.
4. Planters and any plant material shall be properly maintained by the owner, with any damaged planters and dead/dying plant materials being removed and replaced.
5. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
6. The owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.

7. The sidewalk shall be cleaned at the end of every day. Any type of cleaning solution shall be approved by the City of Bradenton Public Works Department.
8. Patio furniture and accessory items shall be removed and stored indoors during business closing hours.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 10th DAY OF JANUARY, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

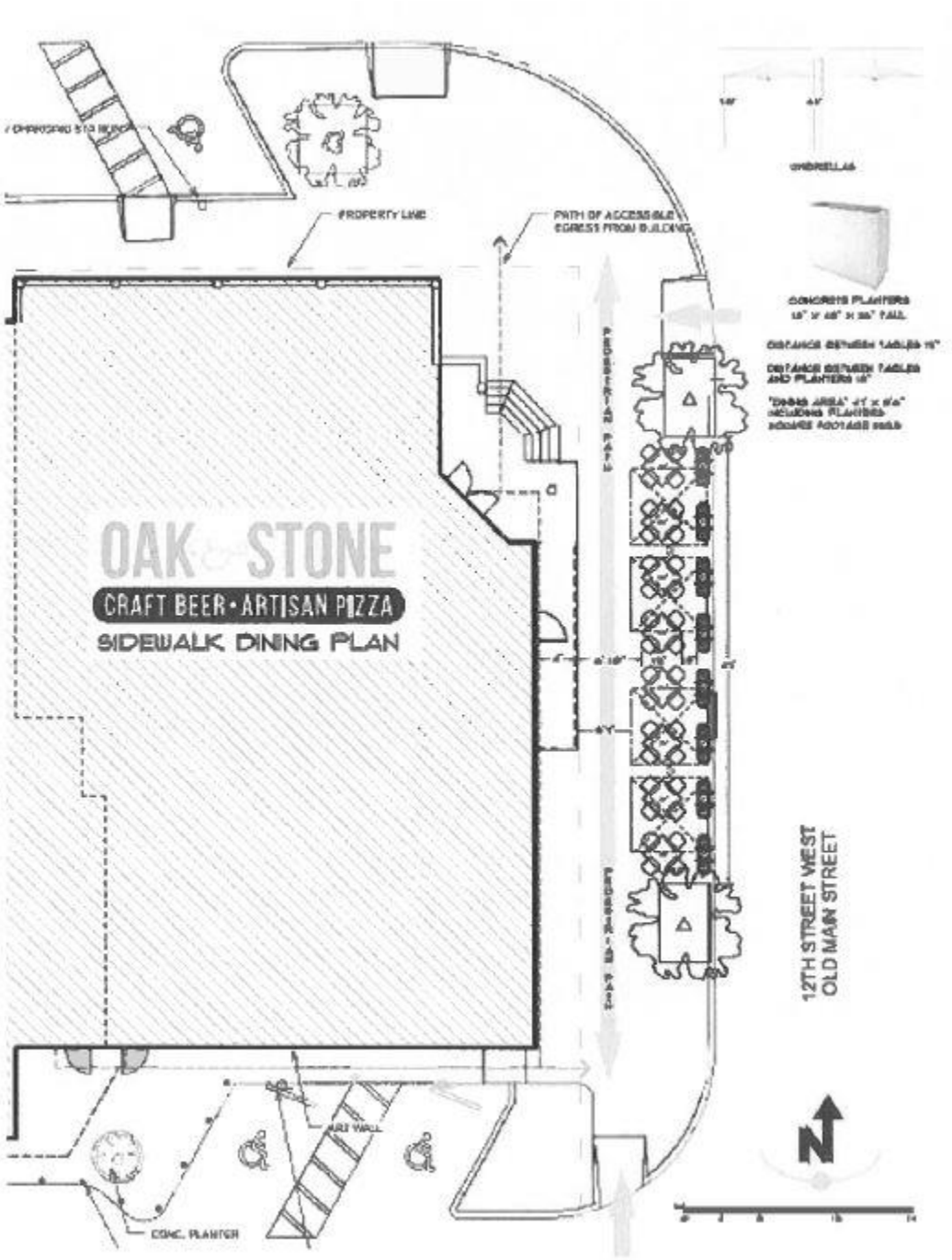
APPROVED AS TO FORM:

_____
Nancy Meyer
NANCY MEYER AS CONFLICT COUNSEL
O/B/O CITY ATTORNEY

EXHIBIT A

A LOT IN BRADENTON BOUNDED ON THE N BY FIRST AVE W, ON THE E BY 12TH ST W, ON THE S BY 3RD AVE W, ON THE W BY 13TH ST W, LESS THE S 430 FT LYING & BEING IN SEC 26, TWN 34S, RNG 17E ALSO DESC AS FOLLOWS: A PARCEL OF LAND LOCATED IN SEC 26, TWN 34S, RNG 17E, BEING DESC AS FOLLOWS: BEG AT THE INT OF THE S R/W LN OF BARCARROTA BLVD (1ST AVE W) & THE E R/W LN OF 13TH ST W; TH S 89 DEG 41 MIN 25 SEC E ALG SD S R/W LN, A DIST OF 161.60 FT TO THE INT OF SD S R/W LN OF BARCARROTA BLVD & THE W R/W OF 12TH ST W (OLD MAIN ST); TH S 00 DEG 49 MIN 05 SEC W ALG SD W R/W LN, A DIST OF 148.85 FT TO THE NE COR OF A PARCEL OF LAND DESC & REC IN OR BK 1915, PG 1797 OF THE PRMCF; TH N 89 DEG 27 MIN 54 SEC W ALG THE N LN OF SD PARCEL, A DIST OF 161.60 FT TO A PT ON AFORESAID E R/W LN OF 13TH ST W; TH N 00 DEG 49 MIN 05 SEC E ALG SD E R/W LN, A DIST OF 148.22 FT TO THE POB (2664/7719) PI#33255.0000/1

EXHIBIT B


PROPERTY LINE
OAK + STONE
CRAFT BEER • ARTISAN PIZZA
SIDEWALK DINING PLAN
12TH STREET WEST
OLD MAIN STREET
CONC. PLANTER
N

RECEIVED
By Isabell Salazar at 8:10 am, Nov 30, 2023

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Players Point Hotel, LLC

Owner Address: 1001 3rd Ave. W., Ste. 600, Bradenton, FL 34205 Telephone: 850-681-6788

Name of Agent: Amanda Hessein, Rutledge Ecenia, PA

Agent Address: 119 S. Monroe St., Ste. 202, Tallahassee, FL 32301 Telephone: 850-681-6788

Owner/Agent Email: amanda@rutledge-ecenia.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 1201 1st Ave. W., Bradenton, FL 34205

Parcel ID: 3325500001 Acreage: 0.5763 Acres

Zoning District: FBC; T5 (Urban Center) Future Land Use: Urbcore
*click to view Zoning map *click to view FLU map

Ward #: 4 Neighborhood #:
*click to view Ward map *click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Indicate Type of Special Use Request:
Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: Full-service restaurant offering outdoor seating and food/beverage service to restaurant patrons.

MATERIALS FOR REVIEW (REQUIRED)

- **Special Use**
  - ° Special Use Application Fee: **$1,820**
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Review Criteria (see page 2 for Special Use Review Criteria)
- ► ° Site Plan
  - ° Property Survey signed & sealed within the last 3 years
  - ° One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - ° Special Use Amendment Application Fee: **$1,820**
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Property Survey signed & sealed within the last 3 years
  - ° One (1) electronic copy in pdf format of Application and all required support materials including site plan

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

FEE COLLECTED: $

RECEIPT #:

Application Sufficiency:
Sufficient: X
Incomplete: ☐

APPLICATION #: 234849

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

SPECIAL USE REVIEW CRITERIA

1. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

The subject property is suitable for the proposed use and meets the City of Bradenton's Special Use Review Criteria. The proposed use is an already operating restaurant establishment with adjacent outdoor seating that does not require any improvements to the subject property. The ingress and egress to the property is adequate for automobile and pedestrian safety and convenience, traffic generation, flow and control as well as emergency access. There is a clear pedestrian path between the Oak & Stone restaurant building and the outdoor seating as shown on the Sidewalk Dining Plan.

2. Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

The proposed use will not affect adjoining properties as far as smoke, noise, glare, dust, vibrations, fumes or pollutions. Adequate on-site parking, loading and circulation provided.

3. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

There are no additional refuse facilities proposed in connection with the outdoor seating for the restaurant. The restaurant's refuse facilities and service areas currently meet all City requirements.

4. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

The proposed outdoor seating will utilize existing access to the City's potable water and sanitary sewer systems, as currently used by the operating restaurant establishment Oak & Stone.

5. Screening, buffering or separation of any nuisance or hazardous feature of the use.

The proposed outdoor seating does not introduce any nuisances or hazards and is generally compatible with the surrounding uses. The planters as shown on the Sidewalk Dining Plan will provide the buffer necessary to separate the outdoor seating area from the pedestrian path as well as from the traffic adjacent to the seating area.

6. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

The proposed outdoor seating does not require any proposed signs and if any signs are requested, they will comply with all City signage requirements. Any exterior lighting used for outdoor

seating will be in accordance with the City of Bradenton's lighting requirements. The proposed signs and exterior lighting, if any, will not have an effect on traffic safety or glare, and will be in harmony with the surrounding properties.

7. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.

The proposed outdoor seating will not hinder the development of nearby vacant properties, have any effect on the value of surrounding properties, nor adversely affect any surrounding properties or nearby vacant properties economic values.

8. Adequacy of land and/or building which are to be used.

The site currently accommodates the proposed outdoor seating and meets City standards for site design.

9. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.

The proposed outdoor seating is consistent with other restaurants in the surrounding areas and is an appropriate addition to 1st Avenue West. The outdoor seating will only be available during the regular hours of operation of the restaurant; there is no expectation of excessive noise from the outdoor seating use during the hours of operation of the restaurant. There are no entertainment venues associated with the outdoor seating or other outdoor amenities that would otherwise generate excessive noise.

10. Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

There will be no negative impacts to the existing environmental quality of the district in which the use is proposed. The Special Use Permit will not have an effect on the existing environmental quality of the district.

11. Consistency with the City of Bradenton Comprehensive Plan.

The proposed use is consistent with the site's underlying Future Land Use designation of Urban Core. The proposed outdoor seating is consistent with the City of Bradenton Comprehensive Plan.

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1201 1st Ave. W., Bradenton, FL 34205

I, Players Point Hotel, LLC, the registered property owner(s) of the above noted property, do hereby authorize

Amanda Hessein, Esq. — Print Name of Agent
Rutledge Ecenia, PA — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

1001 3rd Ave W., Bradenton, FL 34205

Signature of Owner(s) — Owner(s) Address (if different than property above)

Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 29th day of November, produced _____ KNOWN TO ME respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Sally K. Lindsey
Signature

SALLY K. LINDSEY, Notary Public
Print Name

State of Florida
My Commission Expires: 8.16.2025

NOTARY PUBLIC Expires 08/16/2025 Sally K Lindsey My Commission HH 165623 STATE OF FLORIDA

ARCHITECT

JAMES DICKASON ARCHITECTURE, LLC
13890 N. BRANCH RD.
SARASOTA, FL 34240
PH: 941.544.4119

CLIENT / OWNER REPRESENTATIVE

TABLESEIDE RESTAURANT GROUP
1235 N. GULFSTREAM AVE.
SARASOTA, FLORIDA 34236
PH: 941.538.7330

CONSTRUCTION MANAGER

NDC CONSTRUCTION COMPANY
1001 3RD. AVENUE WEST, SUITE 600
BRADENTON, FLORIDA 34205
PH: 941.747.1062

MECHANICAL & ELECTRICAL ENGINEERS

GENESIS ENGINEERING GROUP, LLC
2601 CATTLEMEN RD., SUITE 501
SARASOTA, FL 34232
PH: 941.444.2189

FOOD SERVICE CONSULTANT

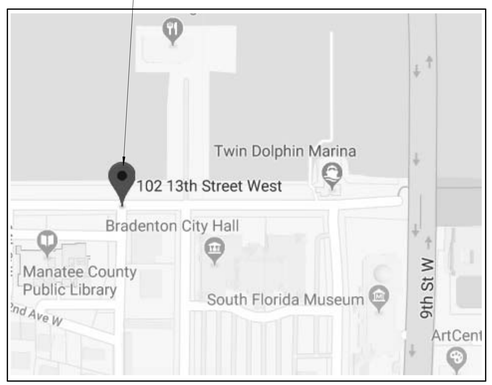
INNOVATIVE FOODSERVICE DESIGN TEAM
11101 NORTH 46TH STREET
TAMPA, FL 33617
PH: 813.985.8870

OAK & STONE RESTAURANT
1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001



PROJECT SCOPE:
RESTAURANT AND BAR BUILD-OUT ON THE GROUND LEVEL AND ROOF DECK WITHIN AN EXISTING HOTEL BUILDING

CONSTRUCTION DOCUMENTS
06.29.18



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JDA
James Dickason Architecture, LLC
13890 N. Branch Rd. Sarasota, FL 34240
Tel: 941.544.4119
James@JDArchLLC.com

Consultant

Project

2 OAK & STONE RESTAURANT
1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001
COVER SHEET

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18

Seal

STATE OF FLORIDA
JAMES M. DICKASON
AR0014656
REGISTERED ARCHITECT

James M. Dickason
AR0014656

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

CONSTRUCTION DOCUMENTS

Sheet No.

A0.0

Originals printed @ 24" x 36"
Do not scale drawing

C:\Users\JDA\01 Projects\18001_Oak & Stone_Bradenton\05 Drawings\Oak & Stone - Bradenton.rvt
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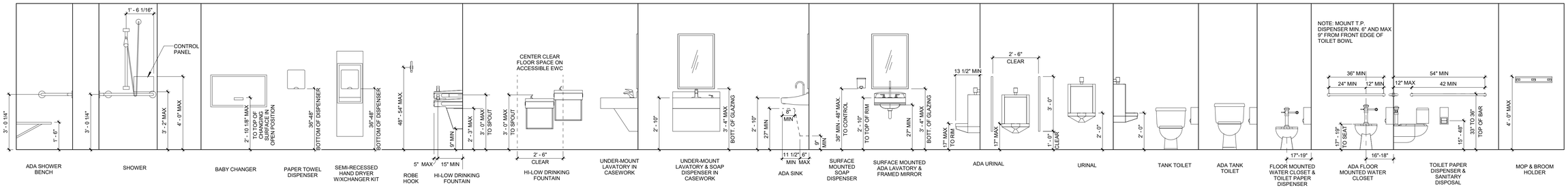


TYPICAL RESTROOM FIXTURE AND ACCESSORY ELEVATIONS

3/8" = 1'-0"

AB	- ANCHOR BOLT
A/C	- AIR CONDITIONING
ACOUS	- ACOUSTICAL
ADA	- AMERICAN DISABILITY ACT
ADJ	- ADJUSTABLE
AFF	- ABOVE FINISH FLOOR
AHU	- AIR HANDLER UNIT
ALT	- ALTERNATE
ALUM	- ALUMINUM
ANOD	- ANODIZED
APPROX	- APPROXIMATE
ARCH	- ARCHITECTURAL
ACT	- ACOUSTICAL CEILING TILE
AUTO	- AUTOMATIC
AV	- AUDIO VISUAL
B	- BASE
BD	- BOARD
BLDG	- BUILDING
BRG	- BEARING
BRK	- BRICK
BTM	- BOTTOM
CAB	- CABINET
CAT	- CATEGORY
CER	- CERAMIC
CHAN	- CHANNEL
CI	- CAST IRON
CIP	- CAST IN PLACE
CJ	- CONTROL JOINT
CLG	- CEILING
CLO	- CLOSET
CLR	- CLEAR
CMU	- CONCRETE MASONRY UNIT
CO	- CLEAN-OUT
COL	- COLUMN
CONC	- CONCRETE
COND	- CONDENSER OR CONDITION
CONST	- CONSTRUCTION
CONT	- CONTINUOUS
COORD	- COORDINATE
CPT	- CARPET
CUST	- CUSTODIAL
CW	- COLD WATER
D	- DEEP, DEPTH
DBL	- DOUBLE
DEMO	- DEMOLITION
DEPT	- DEPARTMENT
DET	- DETAIL
DIA	- DIAMETER
DIM	- DIMENSION
DISP	- DISPENSER
DN	- DOWN
DR	- DOOR OR DRAIN
DS	- DOWNSPOUT
DW	- DISHWASHER
DWG	- DRAWING
E	- EAST
EA	- EACH
EB	- EXPANSION BOLT
EIFS	- EXTERIOR INSULATION FINISH SYSTEM
EJ	- EXPANSION JOINT
ELEC	- ELECTRICAL
ELEV	- ELEVATION OR ELEVATOR
EMERG	- EMERGENCY
ENCL	- ENCLOSURE
EQ	- EQUAL
EQUIP	- EQUIPMENT
EW	- EACH WAY
EWC	- ELECTRICAL WATER COOLER
EXIST	- EXISTING
EXP	- EXPANSION
EXT	- EXTERIOR
FA	- FIRE ALARM
FAAP	- FIRE ALARM ANNUNCIATOR PANEL
FACP	- FIRE ALARM CONTROL PANEL
FD	- FLOOR DRAIN
FDC	- FIRE DEPARTMENT CONNECTION
FE	- FIRE EXTINGUISHER
FEC	- FIRE EXTINGUISHER CABINET
FF	- FINISHED FLOOR
FF & E	- FURNITURE, FINISHES & EQUIPMENT
FG	- FIBERGLASS
FIN	- FINISH
FIXT	- FIXTURE
FJ	- FINGER JOINT
FLR	- FLOOR
FLUOR	- FLUORESCENT
FT	- FOOT / FEET
FTG	- FOOTING
FURN	- FURNITURE
GA	- GAUGE
GALV	- GALVANIZED
GC	- GENERAL CONTRACTOR
GL	- GLASS
GRD	- GROUND
GYP.BD.	- GYPSUM WALLBOARD
H	- HIGH OR HEIGHT
HB	- HOSE BIBB
HC	- HOLLOW CORE
HDW	- HARDWARE
HM	- HOLLOW METAL (STEEL FRAME)
HO	- HOLD-OPEN
HORIZ	- HORIZONTAL
HR	- HOUR
HVAC	- HEATING, VENTILATION, AIR CONDITIONING
HW	- HOT WATER
IN	- INCH
INCL	- INCLUDED OR INCLUDING
INFO	- INFORMATION
INSUL	- INSULATION
INT	- INTERIOR
INV	- INVERT
JAN	- JANITOR
JT	- JOINT
K	- KIP (1000 LBS)
KO	- KNOCKOUT
L	- LONG
LAB	- LABORATORY
LAM	- LAMINATE OR LAMINATION
LAV	- LAVATORY
LB	- POUND
LF	- LINEAR FOOT
M	- METER
MAINT	- MAINTENANCE
MAS	- MASONRY
MATL	- MATERIAL
MAX	- MAXIMUM
MC	- MEDICINE CABINET
MDF	- MEDIUM DENSITY OVERLAY PLYWOOD
MDO	
MECH	- MECHANICAL
MEZZ	- MEZZANINE
MF	- MISC. FLOORING
MFR	- MANUFACTURER
MICRO	- MICROWAVE
MIN	- MINIMUM
MISC	- MISCELLANEOUS
MKBD	- MARKERBOARD
MM	- MILLIMETER
MNT	- MOUNT
MO	- MASONRY OPENING
MR	- MOISTURE RESISTANT
MTL	- METAL
MUL	- MULLION
N	- NORTH
N/A	- NOT APPLICABLE
NIC	- NOT IN CONTRACT
NOM	- NOMINAL
NTS	- NOT TO SCALE
NO	- NUMBER
OC	- ON CENTER
OD	- OUTSIDE DIAMETER/DIMENSION
OFF	- OFFICE
OPNG	- OPENING
OPP	- OPPOSITE
OVHD	- OVERHEAD
P	- PAINT
PC	- PRECAST CONCRETE
PERP	- PERPENDICULAR
PH	- PHONE
PL	- PLASTIC LAMINATE
PLF	- POUNDS PER LINEAR FOOT
PLUMB	- PLUMBING
PLYWD	- PLYWOOD
PR	- PAIR
PREFAB	- PREFABRICATED
PROJ	- PROJECT
PSF	- POUNDS PER SQUARE FOOT
PT	- PRESSURE TREATED
QTY	- QUANTITY
R	- RISER OR RADIUS
RA	- RETURN AIR
RCP	- REFLECTED CEILING PLAN
RD	- ROOF DRAIN
REBAR	- REINFORCING STEEL BAR
REF	- REFRIGERATOR
REINF	- REINFORCED OR REINFORCING
REQ'D	- REQUIRED
REV	- REVISION OR REVISED
RF	- RUBBER FLOORING
RM	- ROOM
RO	- ROUGH OPENING
RR	- RESTROOM
RS	- ROUGH SAW
RWL	- RAIN WATER LEADER
S	- SOUTH
SAN	- SANITARY
SC	- SOLID CORE
SCHED	- STORM DRAIN OR SOAP DISPENSER
SD	
SECT	- SECTION
SF	- SQUARE FEET / FOOT
SHR	- SHOWER
SHT	- SHEET
SIM	- SIMILAR
SM	- SOLID SURFACE MATERIAL
SP	- SPECIALTY
SPEC	- SPECIFICATION
SPKLR	- SPRINKLER
SPKR	- SPEAKER
SQ	- SQUARE
SS	- STAINLESS STEEL
STD	- STANDARD
STL	- STEEL
STOR	- STORAGE
STRUCT	- STRUCTURAL
SUSP	- SUSPENDED
T	- TREAD OR THICKNESS
TEMP	- TEMPERED
THRU	- THROUGH
TKBD	- TACKBOARD
TM	- TRIMS & MILLWORK
TR	- FLOOR TRANSITION
TS	- TUBE STEEL
TV	- TELEVISION
TYP	- TYPICAL
T&G	- TONGUE & GROOVE
UNO	- UNLESS NOTED OTHERWISE
UL	- UNDERWRITER'S LABORATORY
UR	- URINAL
VF	- VINYL FLOORING
VERT	- VERTICAL
VIF	- VERIFY IN FIELD
W	- WIDE OR WIDTH
W/	- WITH
WC	- WATER CLOSET
WD	- WOOD
WDF	- WOOD FLOORING
WF	- WALL FINISH
WH	- WATER HEATER
WIN	- WINDOW TREATMENT
W/O	- WITHOUT
WP	- WATERPROOFING
WT	- WEIGHT
WWM	- WELDED WIRE MESH
&	AND
∠	ANGLE
@	AT
C.	CENTER LINE
⊏	CHANNEL
°	DEGREE
⌀	DIAMETER OR ROUND
#	NUMBER
P.	PLATE
⏍	SQUARE FOOT (FEET)
⊥	STRUCTURAL TEE

ARCH/INTERIOR ABBREVIATIONS

A. GENERAL NOTES:

1. PROVIDE COMPLETE PROJECT SYSTEMS AND COMPONENTS INDICATED ON THE PROJECT DOCUMENTS.
2. THE CONTRACTOR SHALL WORK WITHIN THE AREA BOUNDARIES INDICATED IN THE PROJECT DOCUMENTS, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODE, REGULATION, & ORDINANCE REQUIREMENTS. OCCUPANTS ADJACENT TO THE PROJECT AREA BOUNDARIES SHALL CONTINUE UNINTERRUPTED OCCUPANCY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY FIELD CONDITIONS AND COORDINATION WITH THE PROJECT DOCUMENTS PRIOR TO PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE WORK WITH ALL REQUIREMENTS INDICATED IN THE PROJECT DOCUMENTS.
5. THE CONTRACTOR SHALL PERFORM THE WORK AT THE PROJECT SITE DURING NORMAL BUSINESS HOURS, UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL COORDINATE THE WORK WITH EQUIPMENT, FURNISHINGS, AND SYSTEMS PROVIDED BY THE OWNER.

B. DEFINITIONS:

1. "TYPICAL" OR "TYP" INDICATES IDENTICAL COMPLETE SYSTEM FOR THE CONDITION NOTED.
2. "SIMILAR" OR "SIM" INDICATES COMPLETE SYSTEM AND COMPONENTS COMPARABLE TO THE CHARACTERISTICS FOR THE CONDITION NOTED.
3. "AS REQUIRED" OR "REQ'D" INDICATES CONTRACTOR SHALL PROVIDE COMPONENTS REQUIRED TO COMPLETE THE NOTED SYSTEM AS INDICATED IN THE PROJECT DOCUMENTS.
4. "ALIGN" INDICATES ACCURATELY PROVIDE FINISH FACES OF MATERIALS IN STRAIGHT, TRUE, AND PLUMB RELATION ADJACENT MATERIALS.

C. DIMENSIONS:

1. DIMENSIONS ARE INDICATED TO THE CENTERLINE OF THE STRUCTURAL GRID, FACE OF UNFINISHED CONCRETE WALL, NOMINAL FACE OF C.M.U. WALL OR FACE OF UNFINISHED PARTITION AS SCHEDULED, UNLESS OTHERWISE NOTED.
2. ALIGNMENT OF PARTITIONS AND FINISHES AS SCHEDULED SHALL BE STRAIGHT, TRUE & PLUMB. ANY DISCREPANCY IN DIMENSIONS BETWEEN PLANS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT.
3. MINIMUM DIMENSIONS FOR ACCESSIBILITY CLEARANCES AND BUILDING CODE REQUIREMENTS SHALL BE MAINTAINED.
4. FLOOR ELEVATIONS ARE INDICATED AT THE FACE OF THE STRUCTURAL SLAB, UNLESS OTHERWISE NOTED.
5. CEILING HEIGHTS ARE INDICATED FROM THE FLOOR ELEVATION TO THE FACE OF FINISH MATERIAL, UNLESS OTHERWISE NOTED.
6. DOOR JAMBS IN STUD WALLS SHALL BE LOCATED 4 INCHES FROM ADJACENT WALLS UNLESS OTHERWISE NOTED. DOOR JAMBS IN CMU WALLS SHALL BE LOCATED 8 INCHES FROM ADJACENT WALLS UNLESS OTHERWISE NOTED.

GENERAL NOTES



SIGN FACE

JOB SIGN TO BE FURNISHED BY THE ARCHITECT WITH APPROPRIATE LOGO AND INFORMATION AT TIME OF ACCEPTANCE. ARCHITECT TO COORDINATE SIGN DESIGN, SIZE OF LETTERING AND LOCATION OF SIGN WITH CONTRACTOR.

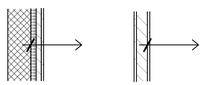
SIGNAGE

EARTH
PLYWOOD, SHEATHING
RIGID INSULATION
METAL STUD FRAMING
PAINTED CEMENT PLASTER
CONCRETE
CONCRETE MASONRY UNIT
SAND, GYPSUM WALLBOARD

MATERIAL INDICATIONS

WALL TO BE REMOVED
EXISTING WALL TO REMAIN
NEW METAL STUD
NEW CONCRETE BLOCK WALL
NEW CONCRETE BLOCK WALL WITH INSULATION, FURRING AND GYP. BD.

DIMENSIONING:



MASONRY STUD

ALL DIMENSIONS ARE FROM FACE OF STUD (IN FRAMED PARTITIONS), OR FACE OF MASONRY (IN MASONRY PARTITIONS). (UNLESS OTHERWISE NOTED)

WALL LEGEND

NORTH ARROW
SEE SHEET / SEE SHEET — MATCH LINE
101 — DOOR w/ NUMBER (SEE SCHEDULE)
A — WINDOW TAG
ROOM NAME / 101 — ROOM NAME, ROOM NUMBER, ROOM SQUARE FOOT
1'-0" — CEILING HEIGHT
A — ACCESSORY TAG
X-XX — WALL TYPE
123 — KEY TAG
1 — REVISION DELTA w/ CLOUD
1 / A10 — EXTERIOR BUILDING ELEVATION AND SHEET NUMBER
A / D A101 B / C — INTERIOR ELEVATIONS AND SHEET NUMBER
SIM / 1 / A101 — BUILDING/WALL SECTION CUT AND SHEET NUMBER
SIM / 1 / A101 — DETAIL CUT AND SHEET NUMBER
ELEVATION REFERENCE — ELEVATION BENCHMARK
COLUMN AND GRID LINE
ALIGN — INDICATES FINISHED SURFACES TO ALIGN

SYMBOLS

1/8" = 1'-0"

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Project

OAK & STONE RESTAURANT
1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001
ABBREVIATIONS, NOTES, AND SYMBOLS

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 02	08.30.18

Seal

STATE OF FLORIDA
JAMES M. DICKASON
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REGISTERED ARCHITECT

James M. Dickason
AR0014656

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

CONSTRUCTION DOCUMENTS

Sheet No.

A0.1

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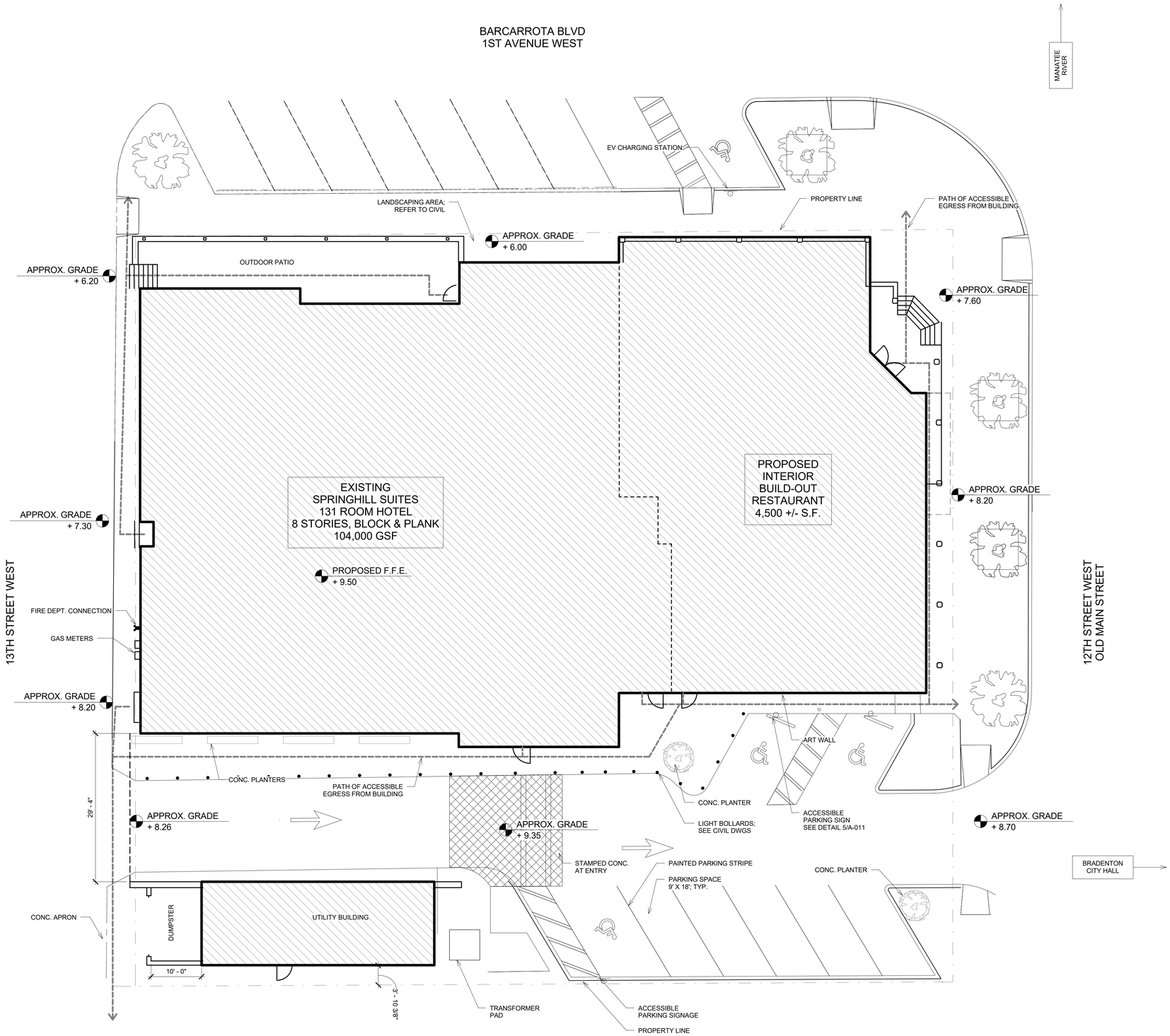

ARCHITECTURAL SITE PLAN | 1

1" = 10'-0"

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BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001
ARCHITECTURAL SITE PLAN

Project No.	18001
Drawn By	JMD
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Revisions

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CONSTRUCTION DOCUMENTS

Sheet No.

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EGRESS LEGEND

3'-0" DOOR	34"	34" / .20" PER OCCUPANT = 170 OCCUPANTS TOTAL
PAIR 3'-0" DOOR	68"	68" / .20" PER OCCUPANT = 340 OCCUPANTS TOTAL
4'-0" DOOR	46"	46" / .20" PER OCCUPANT = 230 OCCUPANTS TOTAL
PAIR 4'-0" DOOR	92"	92" / .20" PER OCCUPANT = 460 OCCUPANTS TOTAL

SIGNAGE LEGEND

PROVIDE CODE MINIMUM SIGNAGE

LINE TYPE AND SYMBOL LEGEND

- EMERGENCY EXIT SIGN
- SMOKE RATED WALL
- 1 HOUR FIRE RATED WALL
- 2 HOUR FIRE RATED WALL
- EGRESS PATH

REFER TO THE ELECTRICAL LIGHTING PLAN FOR EMERGENCY LIGHTING, EXIT SIGNAGE, AND FIRE ALARM DEVICES

FIRE EXTINGUISHER LEGEND

GENERAL / MULTI-PURPOSE

(B) FIRE EXTINGUISHER - BRACKET MOUNTED

TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSEN'S MFG., MP5-A WITH UL RATING OF 3A-40B:C OR EQUAL

FIRE EXTINGUISHER - SEMI RECESSED MOUNTED

(C) CABINET SEMI-RECESSED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSEN'S MFG., MP5-A WITH UL RATING OF 3A-40B:C OR EQUAL

ELECTRICAL ROOMS

(E) FIRE EXTINGUISHER - BRACKET MOUNTED

TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSEN'S MFG., HT5 WITH UL RATING OF 5B:C OR EQUAL

KITCHEN

(K) FIRE EXTINGUISHER - BRACKET MOUNTED

TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF K WITH 30' TRAVEL DISTANCE - PROVIDE LARSEN'S MFG., WC-6L WITH UL RATING OF 2A:K OR EQUAL

NOTES

NOTE:

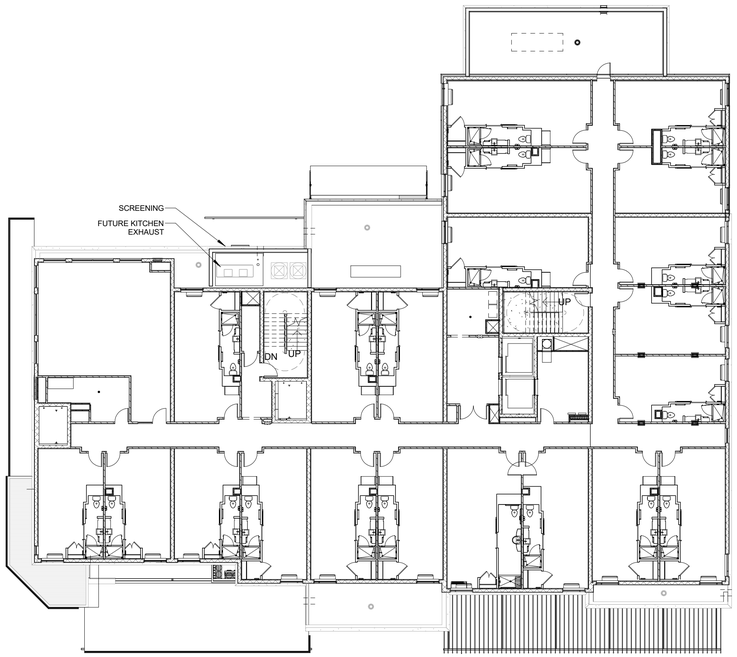
1. FIRE EXTINGUISHERS AND CABINETS TO BE PROVIDED AND INSTALLED BY CONSTRUCTION MANAGER.

2. FIRE EXTINGUISHER SELECTION AND INSTALLATION SHALL COMPLY WITH 2013 NFPA 10

3. FIRE EXTINGUISHERS SHALL BE MOUNTED AT A MAX HEIGHT OF 48" TO THE HANDLE OF THE EXTINGUISHER.

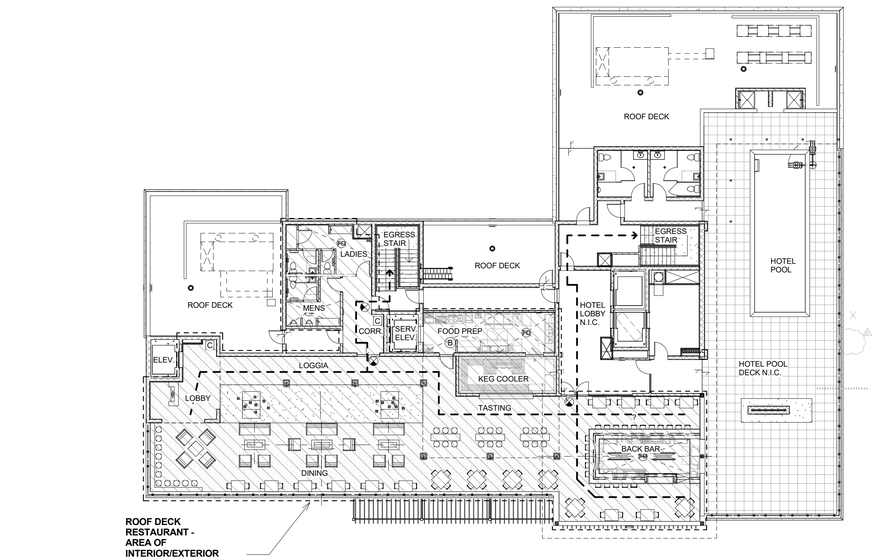
LIFE SAFETY LEGEND

1/8" = 1'-0"



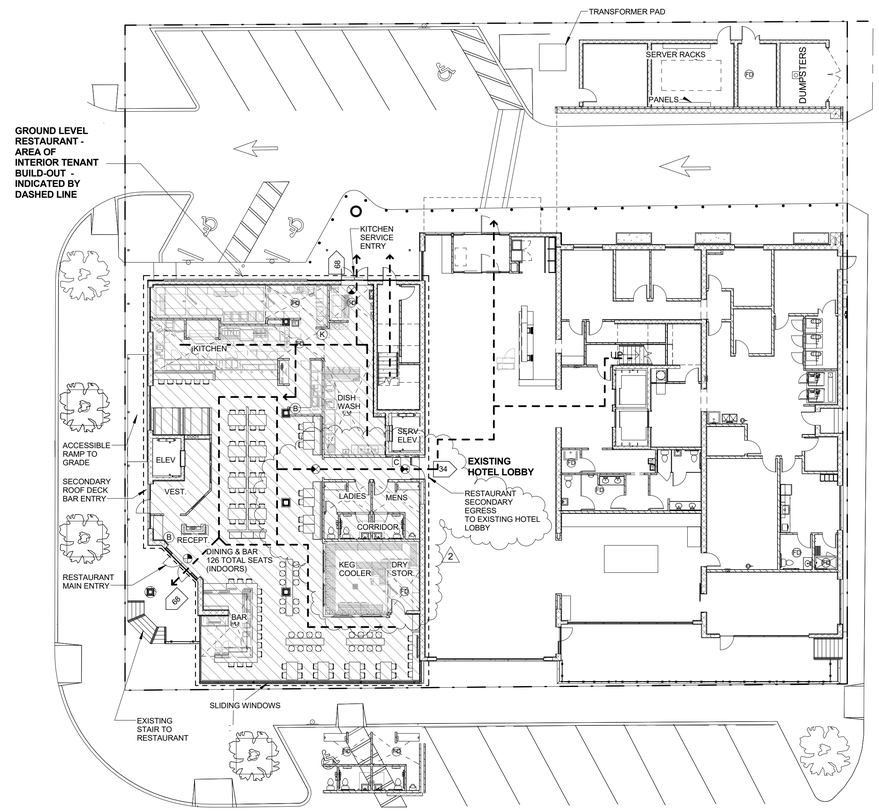
2ND FLOOR PLAN - OVERALL | 2

1/16" = 1'-0"



8TH FLOOR PLAN - OVERALL | 3

1/16" = 1'-0"



1ST FLOOR PLAN - OVERALL | 1

1/16" = 1'-0"

BUILDING CODE ANALYSIS

CODE

CODE REFERENCES	2017 FLORIDA BUILDING CODE - BUILDING, 6TH EDITION 2017 FLORIDA BUILDING CODE - PLUMBING, 6TH EDITION 2017 FLORIDA BUILDING CODE - MECHANICAL, 6TH EDITION 2017 FLORIDA BUILDING CODE - ENERGY CONSERVATION, 6TH EDITION FLORIDA FIRE PREVENTION CODE, 6TH EDITION 2014 NEC

BUILDING

USE AND OCCUPANCY CLASSIFICATION (CHAPTER 3)	PRIMARY OCCUPANCY GROUP RESIDENTIAL GROUP R-1 HOTEL AREAS OF INTERIOR AND EXTERIOR BUILD-OUT ASSEMBLY GROUP A-2 RESTAURANT GROUND LEVEL RESTAURANT = 4,584 G.S.F. APPROXIMATE AREA OF LEASE SPACE / TENANT BUILD-OUT ROOF DECK RESTAURANT = 4,401 G.S.F. APPROXIMATE AREA OF LEASE SPACE / TENANT BUILD-OUT
TYPE OF CONSTRUCTION (CHAPTER 6)	TYPE I-B
AUTOMATIC FIRE SPRINKLER SYSTEM	PROVIDED

FIRE RESISTANCE

FIRE-RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (TABLE 601)	TYPE I-B
STRUCTURAL FRAME - INCLUDING COLUMNS, GIRDERS, TRUSSES	2 HOURS
BEARING WALLS EXTERIOR INTERIOR	 2 HOURS 2 HOURS
NONBEARING WALLS AND PARTITIONS INTERIOR	 0 HOURS
FLOOR CONSTRUCTION - INCLUDING SUPPORTING BEAMS AND JOISTS	2 HOURS
ROOF CONSTRUCTION - INCLUDING SUPPORTING BEAMS AND JOISTS	1 1/2 HOURS
SHAFT ENCLOSURES (ELEVATORS) LESS THAN 4 FLOORS (FBC- SECTION 708.4)	FIRE RESISTANCE RATING = NOT LESS THAN 1 HOUR WITH 1 HOUR OPENING PROTECTIVES (715.4)

MEANS OF EGRESS

GROUND LEVEL RESTAURANT - OCCUPANT LOAD: (TABLE 1004.1.1)	MAXIMUM FLOOR AREA ALLOWANCE PER OCCUPANT: ASSEMBLY AREAS - UNCONCENTRATED DINING AND BAR — 15 NET — 2,263/15 = 151 KITCHENS, COMMERCIAL — 200 GROSS — 1,305/200 = 7 ACCESSORY STORAGE AREAS - KEG COOLER, STORAGE — 300 GROSS — 362/300 = 2 TOTAL NUMBER OF OCCUPANTS — 160 OCCUPANTS
ROOF DECK RESTAURANT - OCCUPANT LOAD: (TABLE 1004.1.1)	MAXIMUM FLOOR AREA ALLOWANCE PER OCCUPANT: ASSEMBLY AREAS - UNCONCENTRATED DINING AND BAR — 15 NET — 3,426/15 = 229 KITCHENS, COMMERCIAL — 200 GROSS — 261/200 = 2 ACCESSORY STORAGE AREAS - KEG COOLER, STORAGE — 300 GROSS — 180/300 = 1 TOTAL NUMBER OF OCCUPANTS — 232 OCCUPANTS
EGRESS WIDTH (SECTION 1005.1) EGRESS WIDTH PER OCCUPANT SERVED	STAIRS — 0.3 (INCHES PER OCCUPANT) OTHER EGRESS COMPONENTS — 0.2 (INCHES PER OCCUPANT)
EXIT ACCESS (SECTION 1014) COMMON PATH OF TRAVEL (SECTION 1014.3)	COMMON PATH OF TRAVEL, SECTION 1014.3 OCCUPANCY A, WITH SPRINKLER SYSTEM LENGTH OF COMMON PATH OF TRAVEL = 75 FEET
EXIT ACCESS TRAVEL DISTANCE (TABLE 1016.1)	OCCUPANCY GROUP A, WITH SPRINKLER SYSTEM MAXIMUM EGRESS DISTANCE 250'
MINIMUM NUMBER OF EXITS (SECTION 1021)	1-500 OCCUPANTS. MIN NUMBER OF EXITS PER STORY = 2 501-1000 OCCUPANTS. MIN NUMBER OF EXITS PER STORY = 3
CORRIDORS (SECTION 1018) TABLE 1018.1; CORRIDOR FIRE RESISTANCE RATING	OCCUPANCY GROUP A, WITH SPRINKLER SYSTEM, > 30 OCCUPANTS FIRE RESISTANCE RATING REQUIRED; 0 HOURS
CORRIDORS WIDTH (SECTION 1018.2)	MINIMUM CORRIDOR WIDTH = NOT LESS THAN 44 INCHES
DEAD ENDS (SECTION 1018.4)	LENGTH OF DEAD END CORRIDORS SHALL NOT EXCEED 20'

PLUMBING

GROUND LEVEL RESTAURANT	W.C. 1:75	1:75	LAVATORY 1 PER 200.		UNISEX RR	D.F. 1 PER 500.	SERVICE SINK
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES: (TABLE 403.1) OCCUPANT LOAD: 160 (80 MALE - 80 FEMALE)	M	F	M	F	M/F	1	1
	2	2	1	1	N/A		
PLUMBING FIXTURES PROVIDED:	W.C.		LAVATORY		UNISEX RR	D.F.	SERVICE SINK
	M	F	M	F	M/F	0 NOTE 2	1
	2 NOTE 1	2	3	3	N/A		

NOTE 1: 1 URINALS PROVIDED AS PART OF THE TOTAL.

NOTE 2: DRINKING FOUNTAINS NOT REQUIRED IN FOOD SERVICE ESTABLISHMENTS SERVING WATER AT NO COST TO PATRONS

ROOF DECK RESTAURANT	W.C. 1:75	1:75	LAVATORY 1 PER 200.		UNISEX RR	D.F. 1 PER 500.	SERVICE SINK
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES: (TABLE 403.1) OCCUPANT LOAD: 232 (116 MALE - 116 FEMALE)	M	F	M	F	M/F	1	1
	2	2	1	1	N/A		
PLUMBING FIXTURES PROVIDED:	W.C.		LAVATORY		UNISEX RR	D.F.	SERVICE SINK
	M	F	M	F	M/F	0 NOTE 2	1
	3 NOTE 1	2	3	3	N/A		

NOTE 1: 2 URINALS PROVIDED AS PART OF THE TOTAL.

NOTE 2: DRINKING FOUNTAINS NOT REQUIRED IN FOOD SERVICE ESTABLISHMENTS SERVING WATER AT NO COST TO PATRONS

CODE ANALYSIS

12" = 1'-0"

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PARCEL ID: 3325500001

FLOOR PLANS - LIFE SAFETY PLANS / CODE ANALYSIS

1

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 02	08.30.18
2	ADD 04	12.07.18

Seal

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CONSTRUCTION DOCUMENTS

Sheet No.

A2.1

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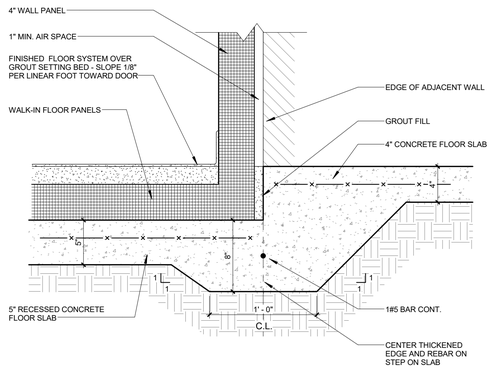
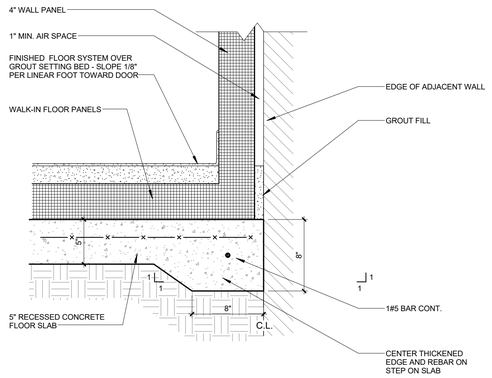


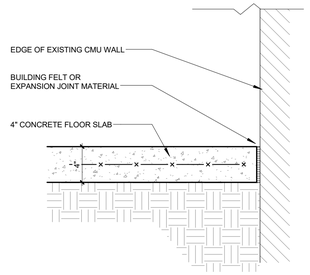
SLAB DETAIL - RECESS STEP | 4

1 1/2" = 1'-0"



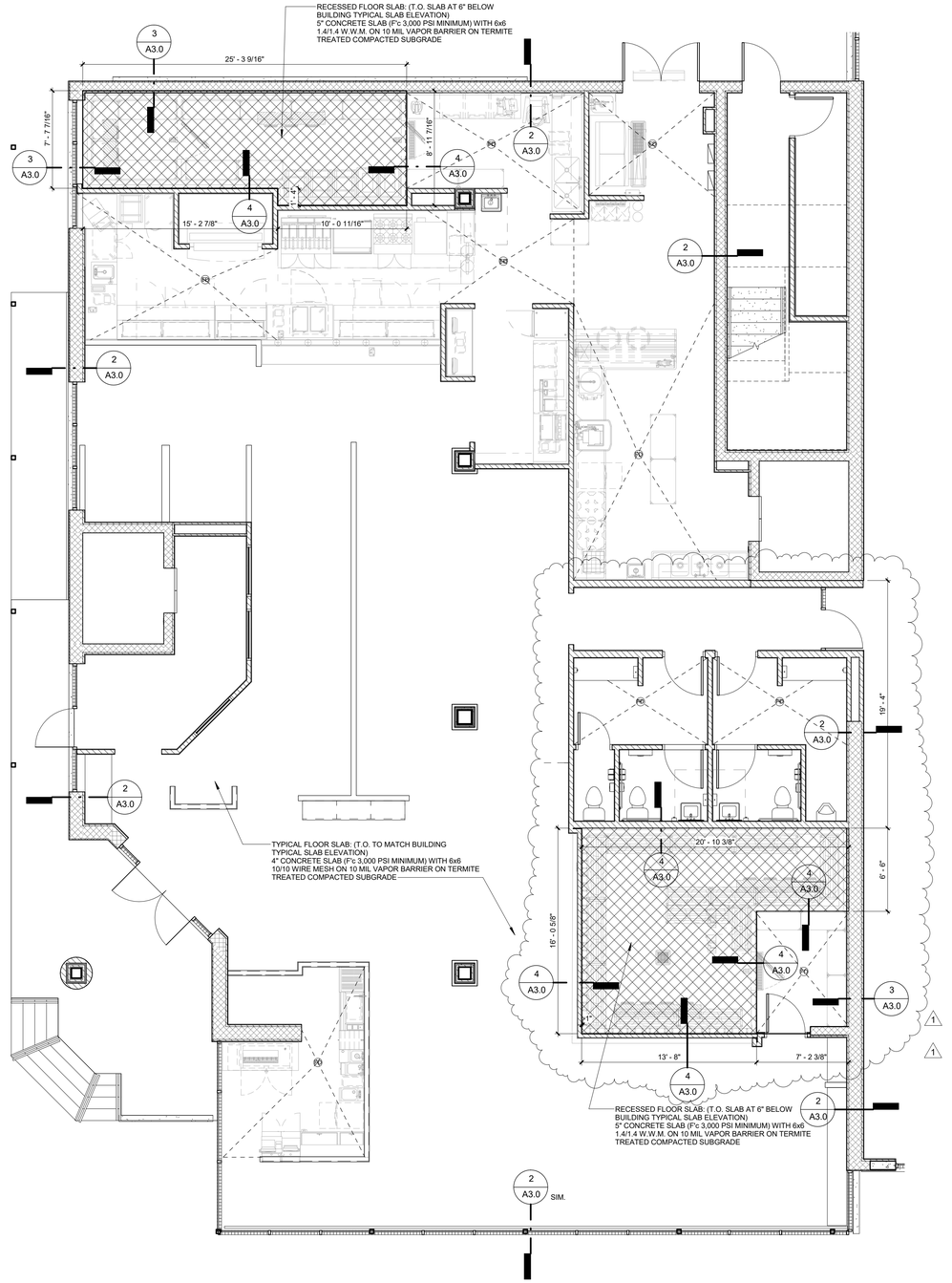
SLAB DETAIL - RECESS EDGE | 3

1 1/2" = 1'-0"



SLAB DETAIL - TYPICAL EDGE | 2

1 1/2" = 1'-0"



1ST FLOOR - SLAB PLAN | 1

3/16" = 1'-0"

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BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001

1ST FLOOR - SLAB PLAN AND DETAILS

2

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18
3	ADD 04	12.07.18

Seal

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CONSTRUCTION DOCUMENTS

Sheet No.

A3.0

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RESTROOM ACCESSORY SCHEDULE

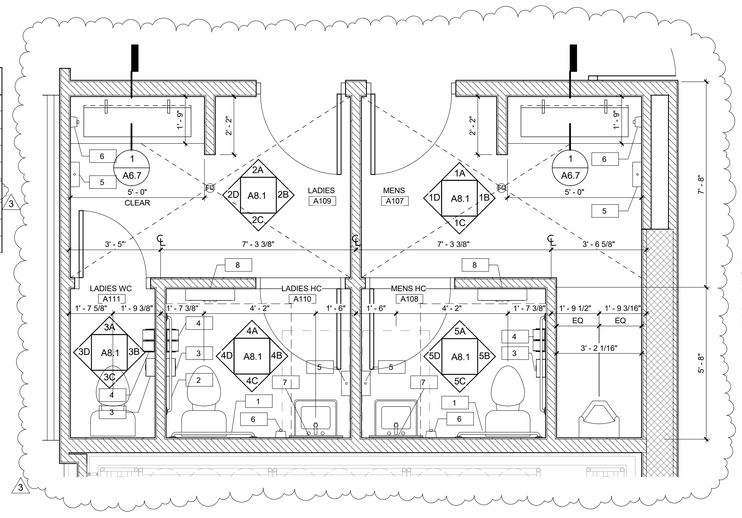
No	ACCESSORY	MODEL NO.
1	ADA 42" GRAB BAR	BOBRICK B-6806, 3'-6", SMOOTH FINISH, NO. 4 (SATIN)
2	ADA 36" GRAB BAR	BOBRICK B-6806, 3'-0", SMOOTH FINISH, NO. 4 (SATIN)
3	TOILET PAPER DISPENSER - SURFACE MOUNT	BOBRICK B-2840, DOUBLE ROLL WITH UTILITY SHELF
4	SANITARY NAPKIN DISPOSAL - SURFACE MOUNT	BOBRICK B-270
5	ELECTRIC HAND DRYER - SURFACE MOUNT	DYSON AIRBLADE V HAND DRYER HU02, 110-127V SPRAYED NICKEL - 307174-01
6	LIQUID SOAP DISPENSER - SURFACE MOUNT	PROVIDED BY OWNER'S VENDOR, INSTALLED BY C.M.
7	FRAMED 24" x 36" MIRROR	BOBRICK B-165
8	DIAPER-CHANGING STATION - SURFACE MOUNT	KOALA KARE - KB101, GRAY, VERTICAL MOUNT

RESTROOM ACCESSORY NOTES:

1.) PROVIDE BLOCKING AT WALL MOUNT FIXTURE ACCESSORIES.

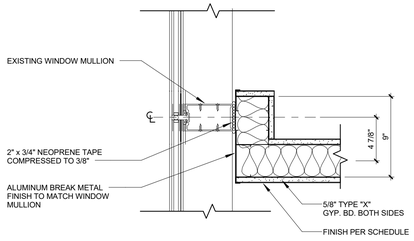
2.) PROVIDE ADA COMPLIANT ACCESSORIES INCLUDING GRAB BARS, MIRRORS, SOAP DISPENSERS, PAPER TOWEL DISPENSERS, WASTE RECEPTACLES AND MISC. ACCESSORIES AS SCHEDULED.

3.) ALL ACCESSORIES NOT LISTED IN SCHEDULE ARE TO PROVIDED BY OWNER OR OWNER'S VENDOR. CONSTRUCTION MANAGER TO COORDINATE AND INSTALL.



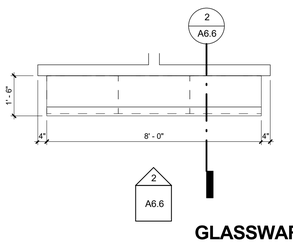
1ST FLOOR - RESTROOM PLAN | 5

3/8" = 1'-0"



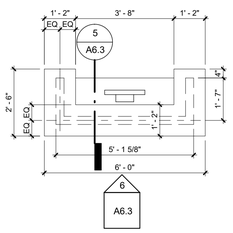
STOREFRONT/PARTITION DETAIL | 6

1 1/2" = 1'-0"



GLASSWARE | 4

3/8" = 1'-0"

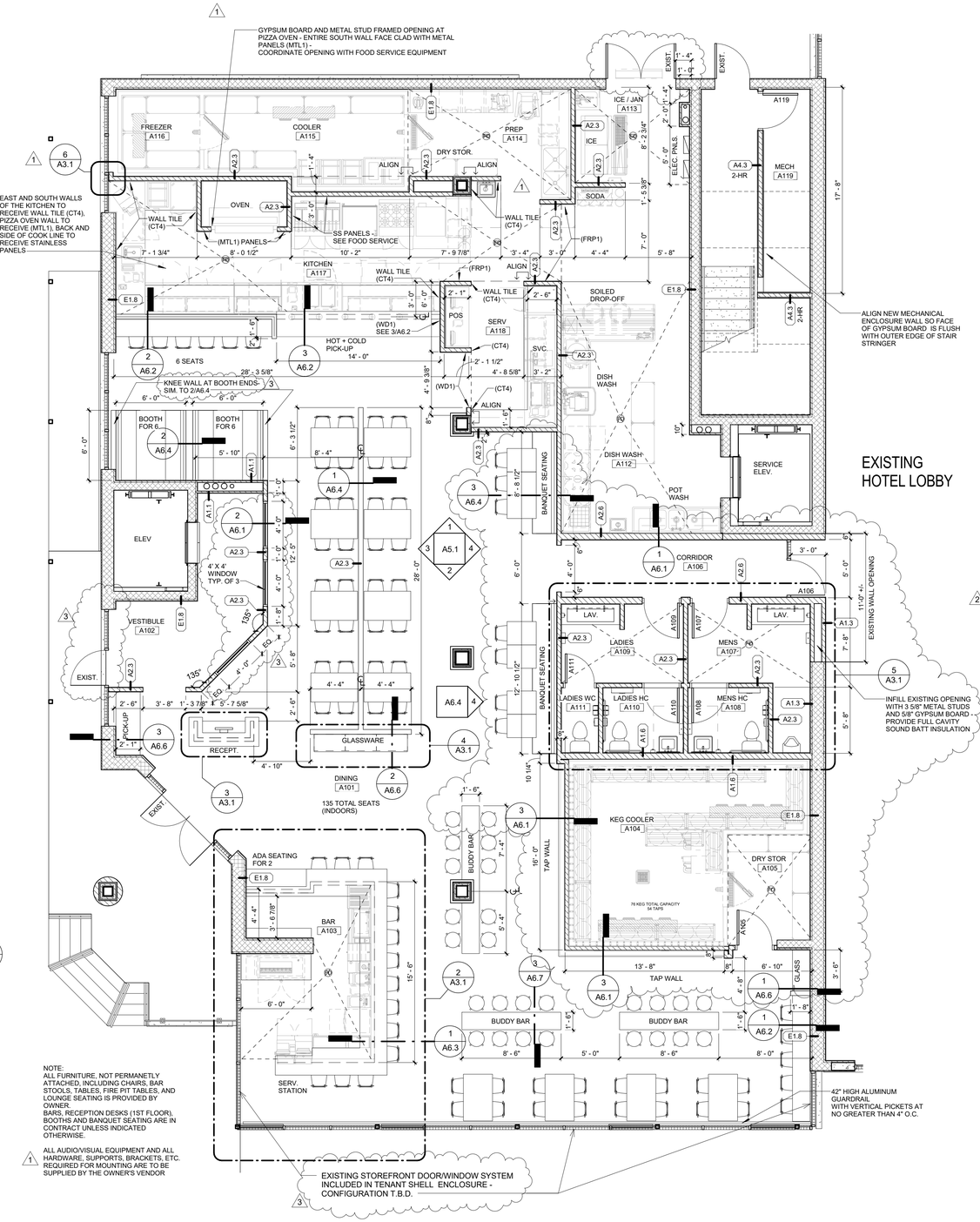


RECEPTION | 3

3/8" = 1'-0"

1ST FLOOR - BAR | 2

3/8" = 1'-0"



NOTE:
ALL FURNITURE, NOT PERMANETLY ATTACHED, INCLUDING CHAIRS, BAR STOOLS, TABLES, FIRE PIT TABLES, AND LOUNGE SEATING IS PROVIDED BY OWNER.
BARS, RECEPTION DESKS (1ST FLOOR), BOOTHS AND BANQUET SEATING ARE IN CONTRACT UNLESS INDICATED OTHERWISE.

1 ALL AUDIO/VISUAL EQUIPMENT AND ALL HARDWARE, SUPPORTS, BRACKETS, ETC. REQUIRED FOR MOUNTING ARE TO BE SUPPLIED BY THE OWNER'S VENDOR

1ST FLOOR - FLOOR PLAN | 1

3/16" = 1'-0"

EXISTING HOTEL LOBBY

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OAK & STONE RESTAURANT

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PARCEL ID: 3325500001

1ST FLOOR - FLOOR PLAN AND DETAILS

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18
3	ADD 04	12.07.18

Seal

STATE OF FLORIDA
JAMES M. DICKASON
AR0014656
REGISTERED ARCHITECT

James M. Dickason
AR0014656

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

CONSTRUCTION DOCUMENTS

Sheet No.

A3.1

Originals printed @ 24" x 36"
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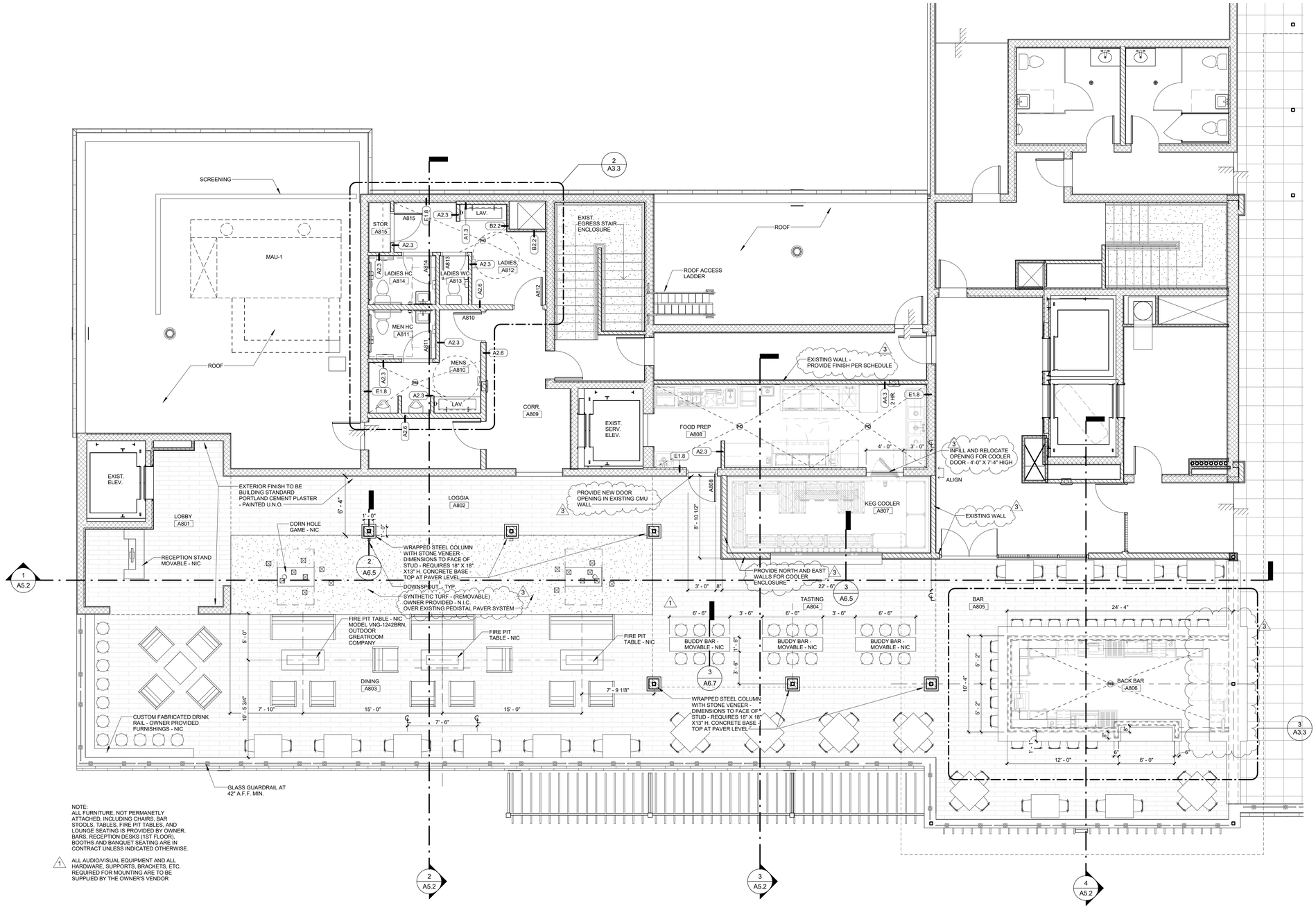

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8TH FLOOR - FLOOR PLAN - ROOF DECK BAR | 1

3/16" = 1'-0"

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OAK & STONE RESTAURANT
1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001
8TH FLOOR - FLOOR PLAN - ROOF DECK BAR

2

Project No.	18001
Drawn By	JMD
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Revisions

1	ADD 01	08.24.18
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CONSTRUCTION DOCUMENTS

Sheet No.

A3.2

Originals printed @ 24" x 36"
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RESTROOM ACCESSORY SCHEDULE

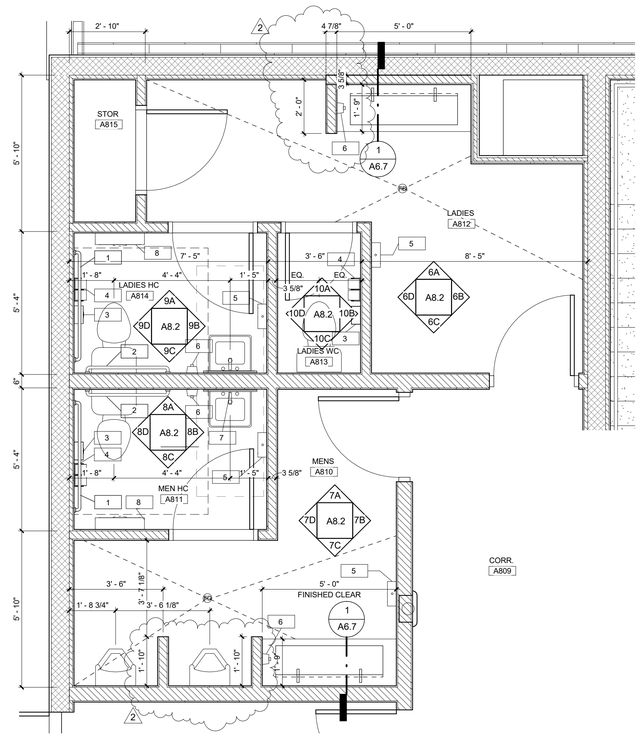
No	ACCESSORY	MODEL NO.
1	ADA 42" GRAB BAR	BOBRICK B-6806, 3'-6", SMOOTH FINISH, NO. 4 (SATIN)
2	ADA 36" GRAB BAR	BOBRICK B-6806, 3'-0", SMOOTH FINISH, NO. 4 (SATIN)
3	TOILET PAPER DISPENSER - SURFACE MOUNT	BOBRICK B-2840, DOUBLE ROLL WITH UTILITY SHELF
4	SANITARY NAPKIN DISPOSAL - SURFACE MOUNT	BOBRICK B-270
5	ELECTRIC HAND DRYER - SURFACE MOUNT	DYSON AIRBLADE V HAND DRYER HU02, 110-127V SPRAYED NICKEL - 307174-01
6	LIQUID SOAP DISPENSER - SURFACE MOUNT	PROVIDED BY OWNER'S VENDOR, INSTALLED BY C.M.
7	FRAMED 24" x 36" MIRROR	BOBRICK B-165
8	DIAPER-CHANGING STATION - SURFACE MOUNT	KOALA KARE - KB101, GRAY, VERTICAL MOUNT

RESTROOM ACCESSORY NOTES:

1.) PROVIDE BLOCKING AT WALL MOUNT FIXTURE ACCESSORIES.

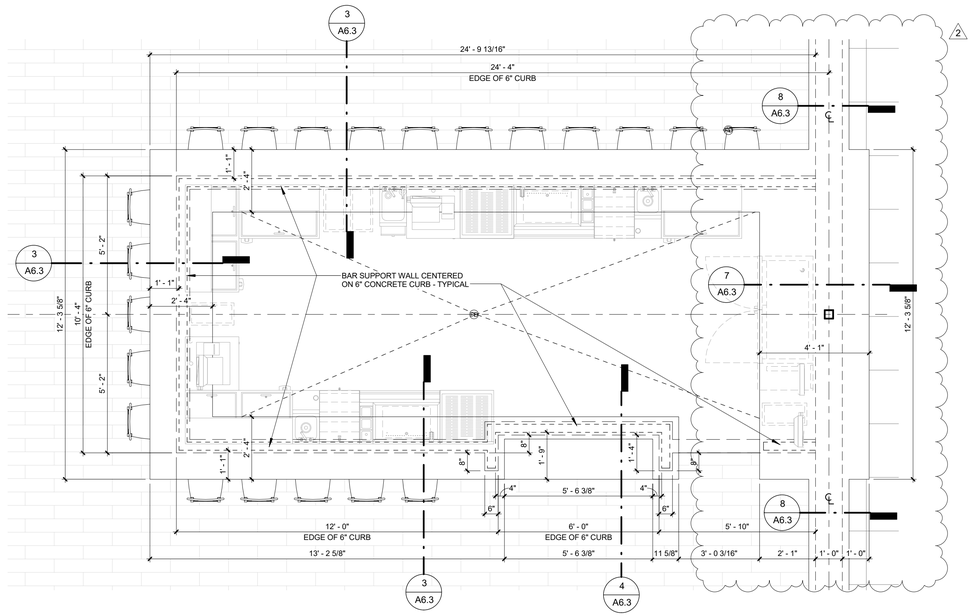
2.) PROVIDE ADA COMPLIANT ACCESSORIES INCLUDING GRAB BARS, MIRRORS, SOAP DISPENSERS, PAPER TOWEL DISPENSERS, WASTE RECEPTACLES AND MISC. ACCESSORIES AS SCHEDULED.

3.) ALL ACCESSORIES NOT LISTED IN SCHEDULE ARE TO PROVIDED BY OWNER OR OWNER'S VENDOR. CONSTRUCTION MANAGER TO COORDINATE AND INSTALL.



ROOF DECK BAR - RESTROOM PLAN | 2

3/8" = 1'-0"



8TH FLOOR PLAN - ROOF DECK BAR | 3

3/8" = 1'-0"

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8TH FLOOR - ENLARGED PLANS

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

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STATE OF FLORIDA
JAMES M. DICKASON
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CONSTRUCTION DOCUMENTS

Sheet No.

A3.3

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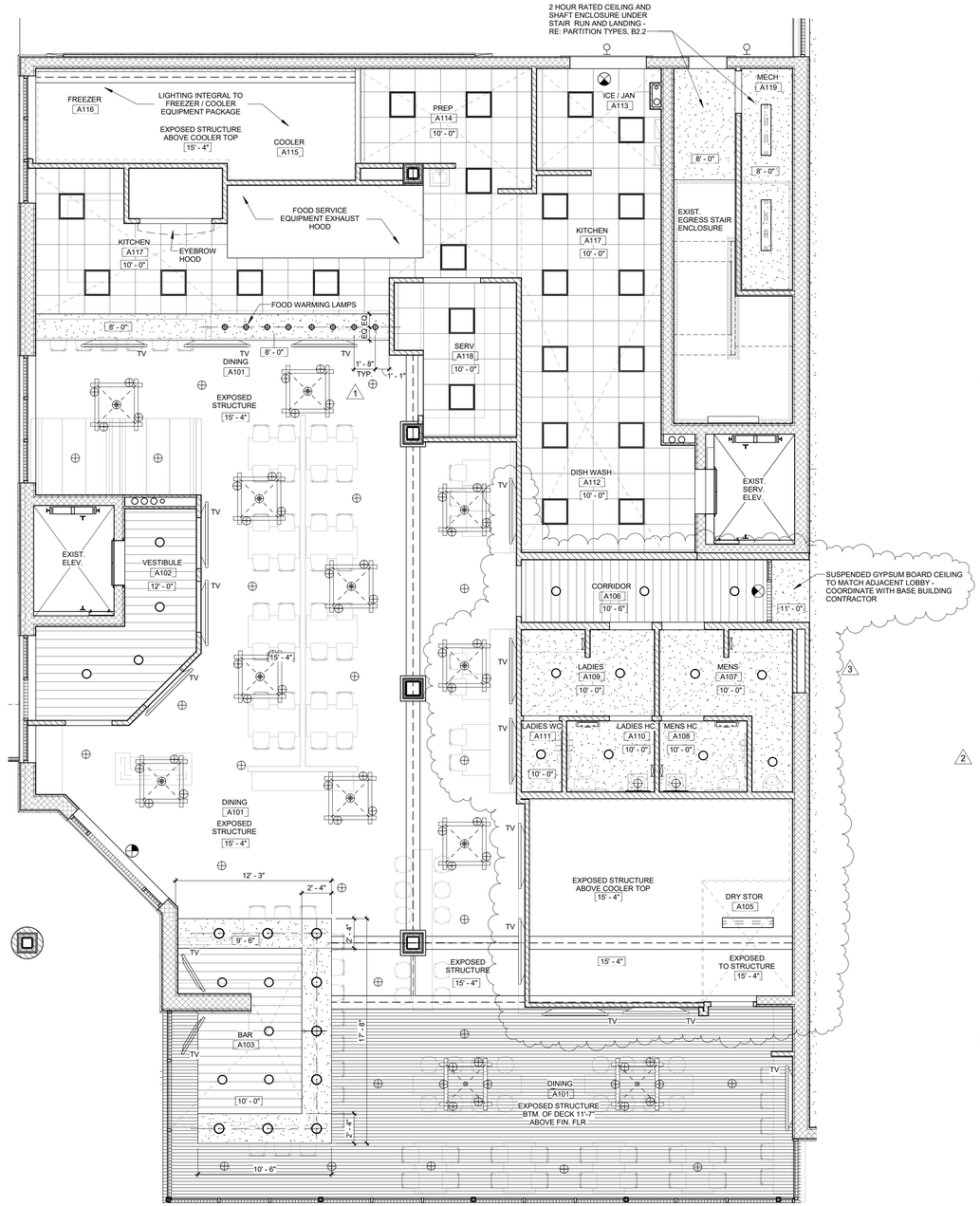
CEILING LEGEND

CEILING TYPES	LIGHTING FIXTURES
OPEN TO STRUCTURE ABOVE	2'x2' LAY-IN LED FIXTURE
2'x2' ACOUSTIC TILE CEILING IN SUSPENDED GRID	4' SURFACE MOUNT LED FIXTURE
PAINTED GYPSUM WALLBOARD CEILING	RECESSED LED CAN LIGHT
WOOD CEILING - 1 x 8 SQUARE EDGE FINISHED LUMBER PLANKS GHOST WOOD (WD1)	SUSPENDED PENDANT FIXTURE - GENERAL HOUSE LIGHTING
	SUSPENDED PENDANT FIXTURE - 5 ON WOOD RACK SYSTEM
	FOOD WARMING HEAT LAMP
	SUSPENDED PENDANT FIXTURE - OVER BAR
	LED WALL SCONCE



1ST FLOOR - REFLECTED CEILING PLAN | 1

3/16" = 1'-0"

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PARCEL ID: 3325500001

1ST FLOOR - REFLECTED CEILING PLAN

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STATE OF FLORIDA · JAMES M. DICKASON · REGISTERED ARCHITECT · AR0014656

James M. Dickason
AR0014656

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CONSTRUCTION DOCUMENTS

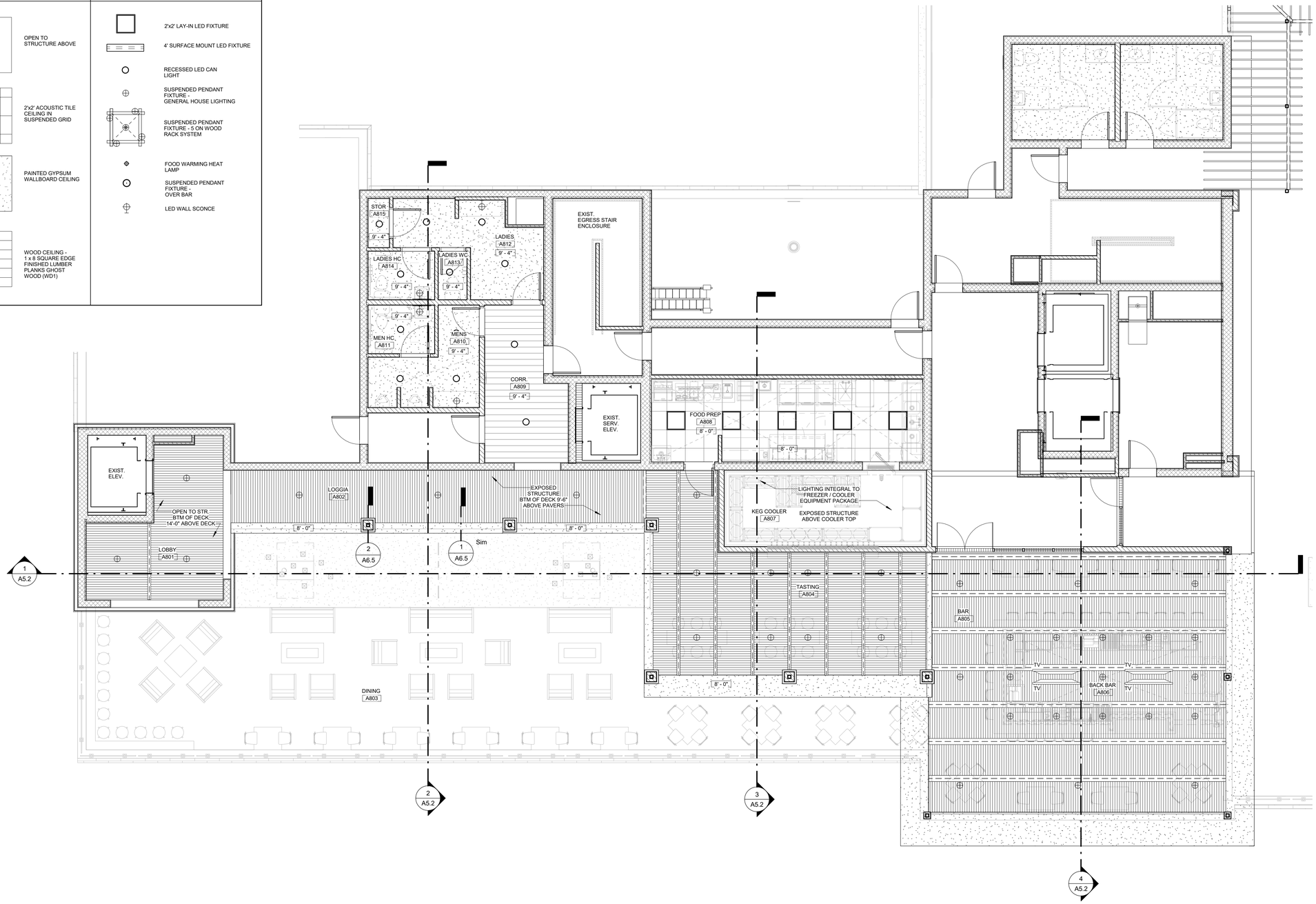
Sheet No.

A4.1

Originals printed @ 24" x 36"
Do not scale drawing

CEILING LEGEND

CEILING TYPES	LIGHTING FIXTURES
OPEN TO STRUCTURE ABOVE	2'x2' LAY-IN LED FIXTURE
2'x2' ACOUSTIC TILE CEILING IN SUSPENDED GRID	4' SURFACE MOUNT LED FIXTURE
PAINTED GYPSUM WALLBOARD CEILING	RECESSED LED CAN LIGHT
WOOD CEILING - 1 x 8 SQUARE EDGE FINISHED LUMBER PLANKS GHOST WOOD (WD1)	SUSPENDED PENDANT FIXTURE - GENERAL HOUSE LIGHTING
	SUSPENDED PENDANT FIXTURE - 5 ON WOOD RACK SYSTEM
	FOOD WARMING HEAT LAMP
	SUSPENDED PENDANT FIXTURE - OVER BAR
	LED WALL SCONCE



8TH FLOOR - REFLECTED CEILING PLAN 1

3/16" = 1'-0"

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PARCEL ID: 3325500001

1 8TH FLOOR - REFLECTED CEILING PLAN

Project No.	18001
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CONSTRUCTION DOCUMENTS

Sheet No.

A4.2

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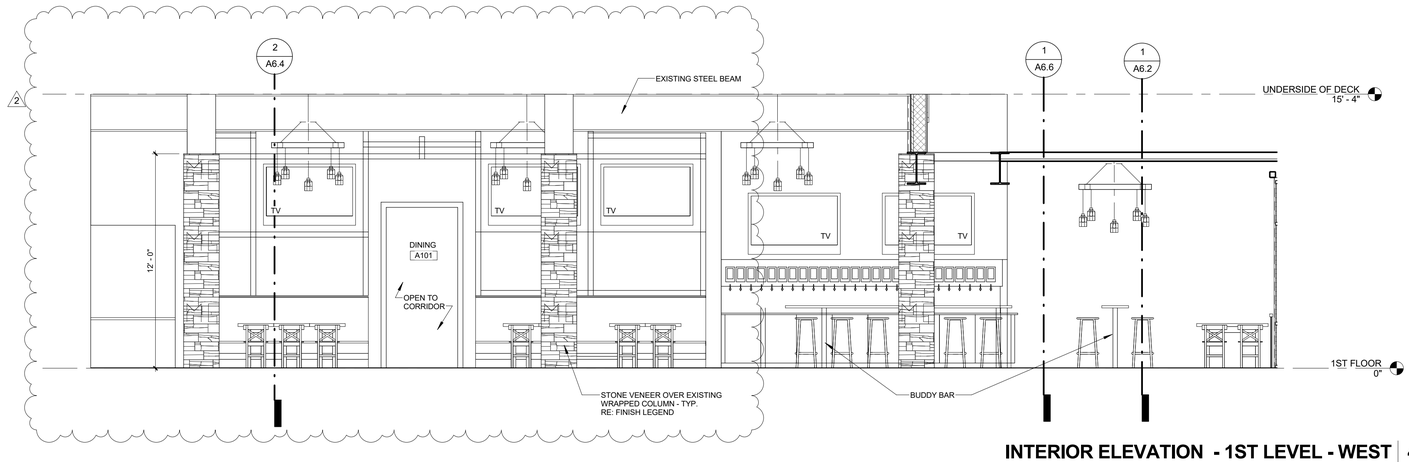
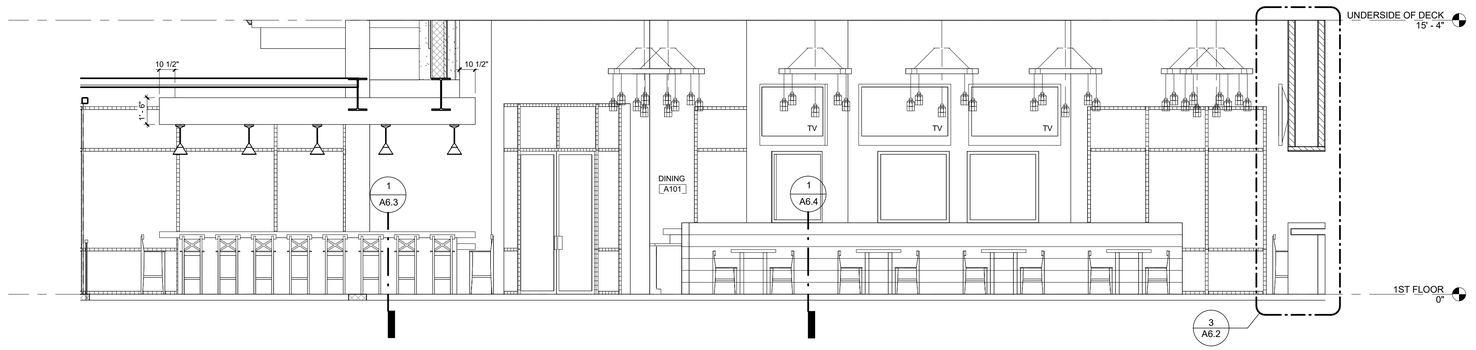


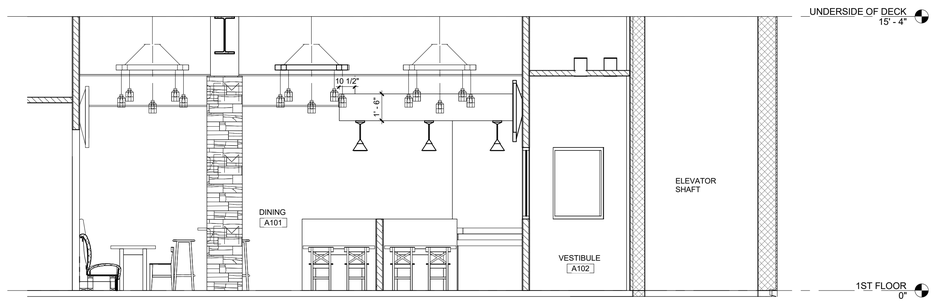
INTERIOR ELEVATION - 1ST LEVEL - WEST | 4

1/4" = 1'-0"



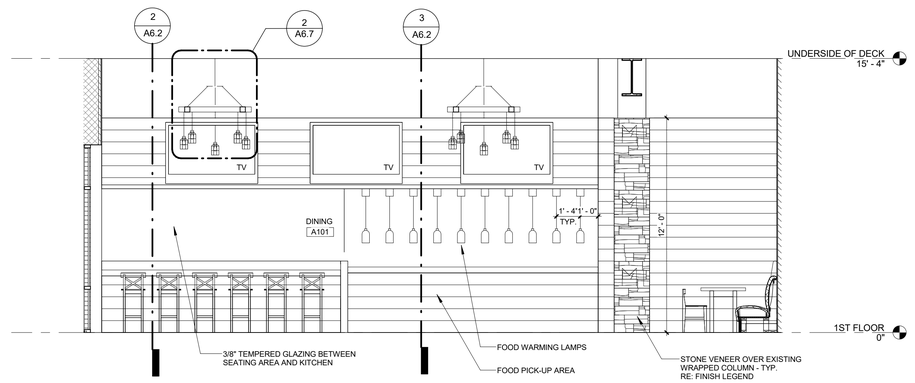
INTERIOR ELEVATION - 1ST FLOOR - EAST | 3

1/4" = 1'-0"



INTERIOR ELEVATION - 1ST FLOOR - NORTH | 2

1/4" = 1'-0"



INTERIOR ELEVATION - 1ST LEVEL - SOUTH | 1

1/4" = 1'-0"

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PARCEL ID: 3325500001

1ST FLOOR - INTERIOR ELEVATIONS

1

Project No.	18001
Drawn By	JMD
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Revisions

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STATE OF FLORIDA
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CONSTRUCTION DOCUMENTS

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A5.1

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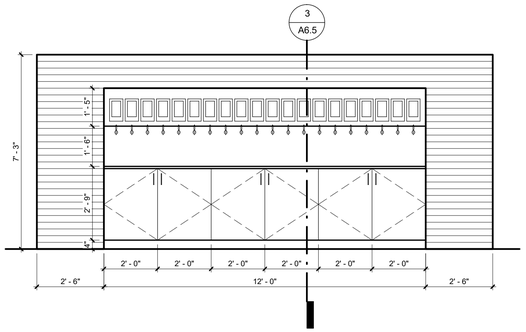
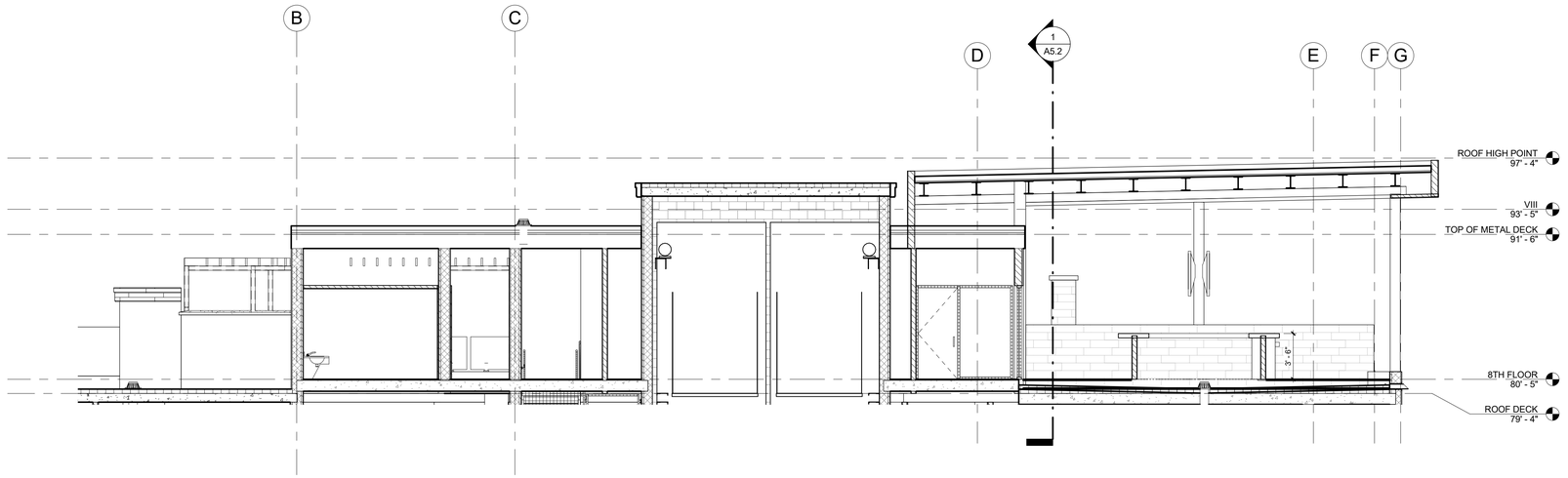


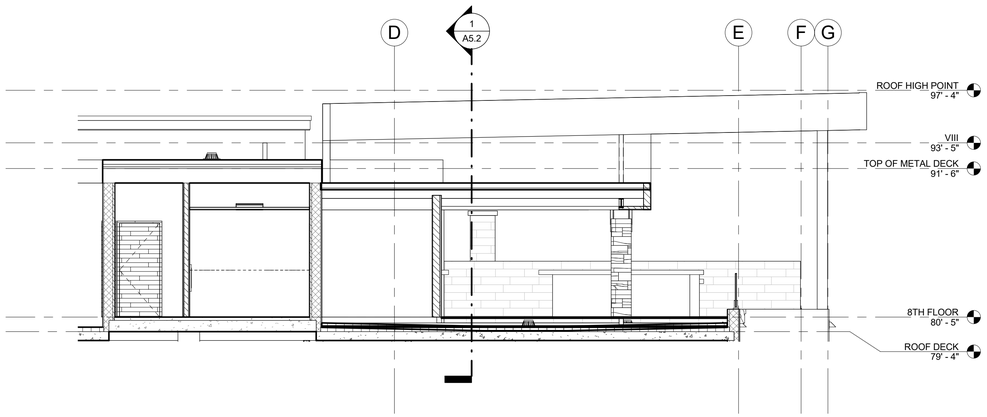
ELEVATION - TAP WALL - ROOF DECK | 5

3/8" = 1'-0"



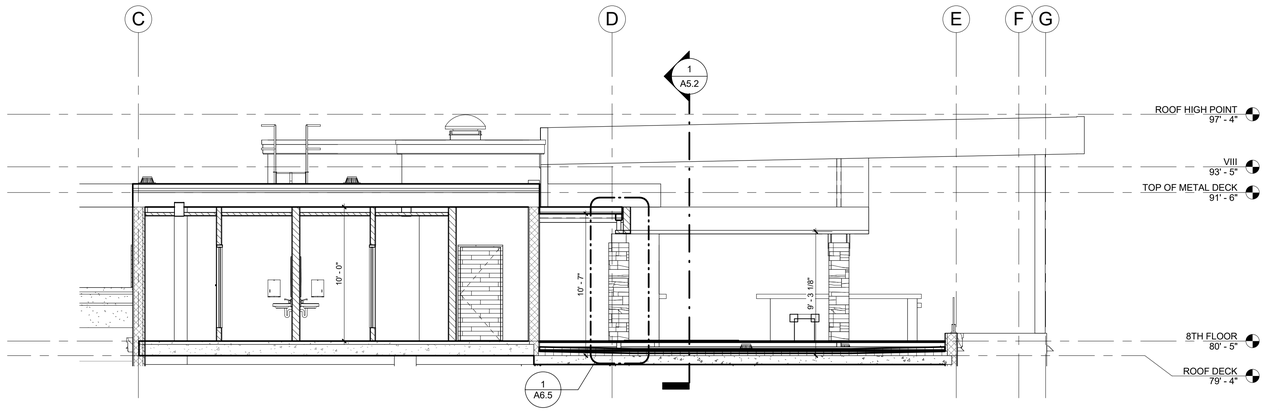
SECTION / ELEVATION - ROOF DECK - WEST / MAIN BAR | 4

3/16" = 1'-0"



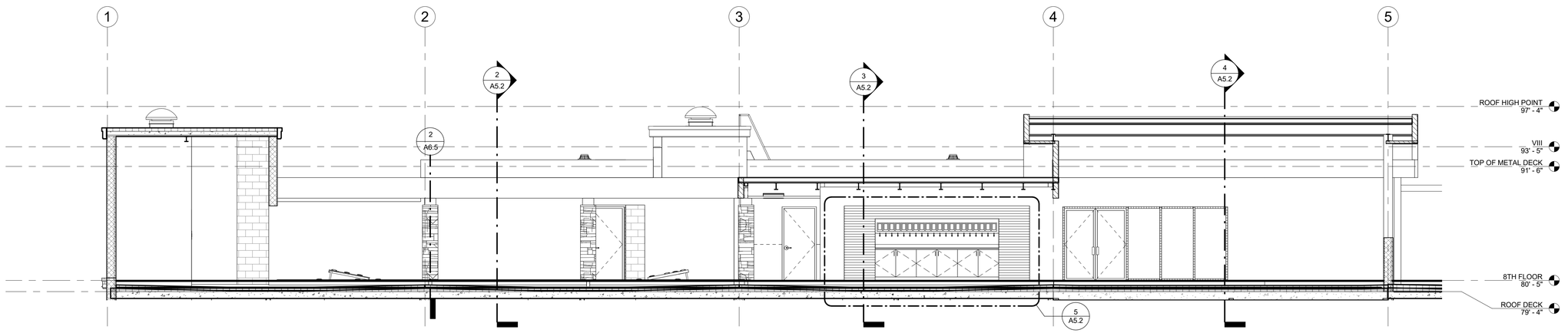
SECTION / ELEVATION - ROOF DECK - CENTRAL / KEG COOLER | 3

3/16" = 1'-0"



SECTION / ELEVATION - ROOF DECK - EAST / SEATING AREA | 2

3/16" = 1'-0"



SECTION / ELEVATION - ROOF DECK - LONG SECTION | 1

3/16" = 1'-0"

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PARCEL ID: 3325300001

8TH FLOOR - SECTIONS & ELEVATIONS

Project No.	18001
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Checked By	JMD
Issue Date	06.29.18

Revisions

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CONSTRUCTION DOCUMENTS

Sheet No.

A5.2

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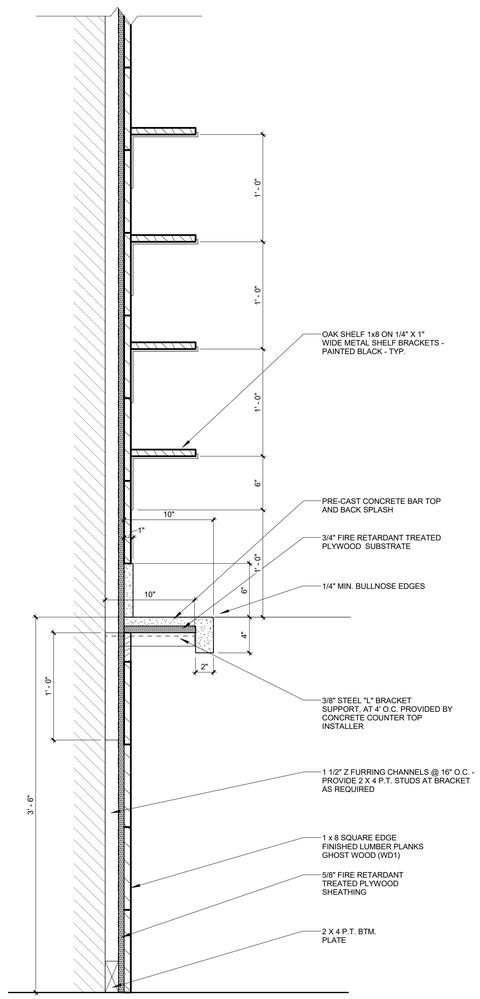
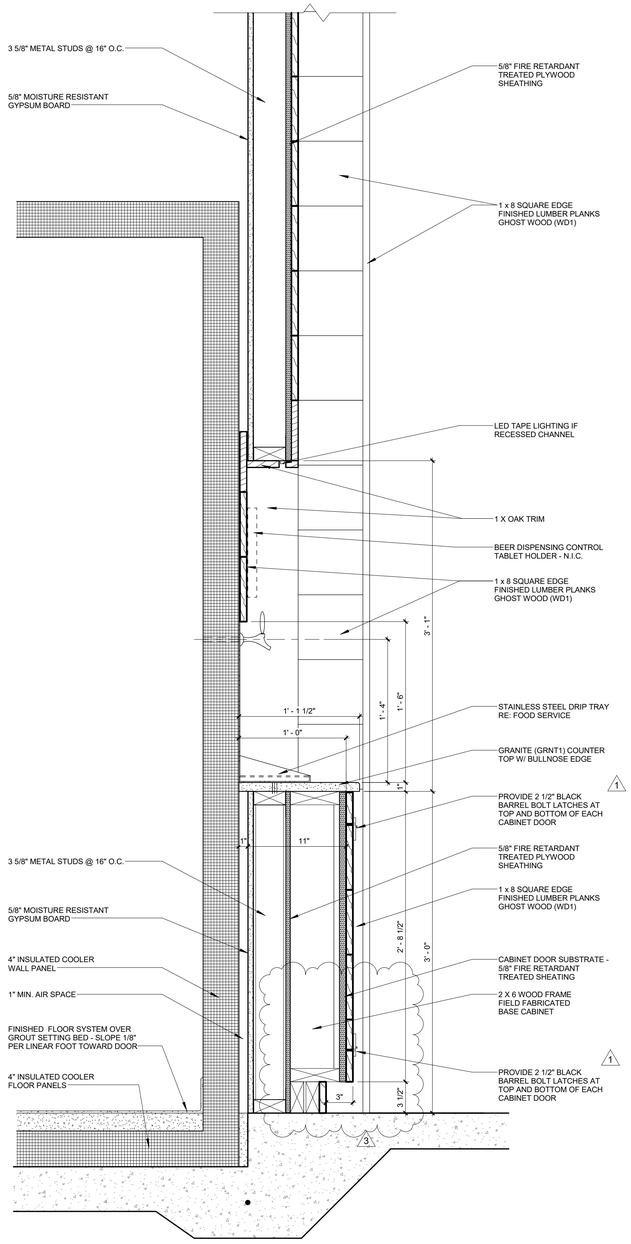


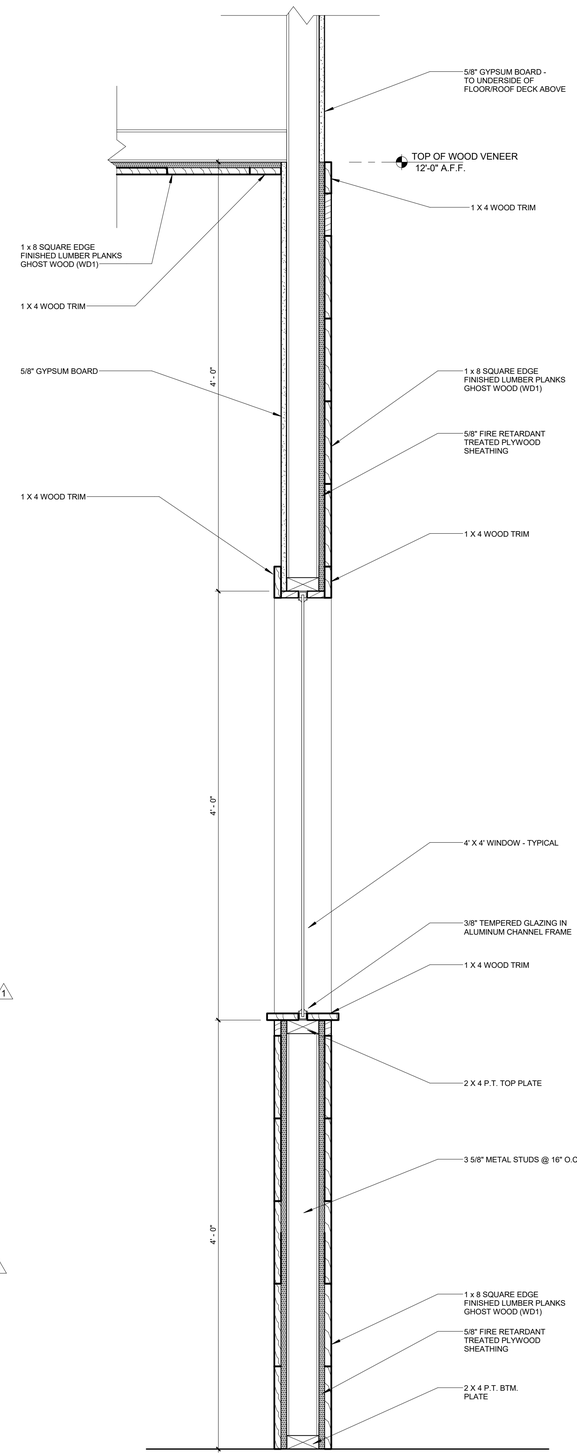
SECTION - BACK BAR COUNTER & SHELVING | 4

1 1/2" = 1'-0"



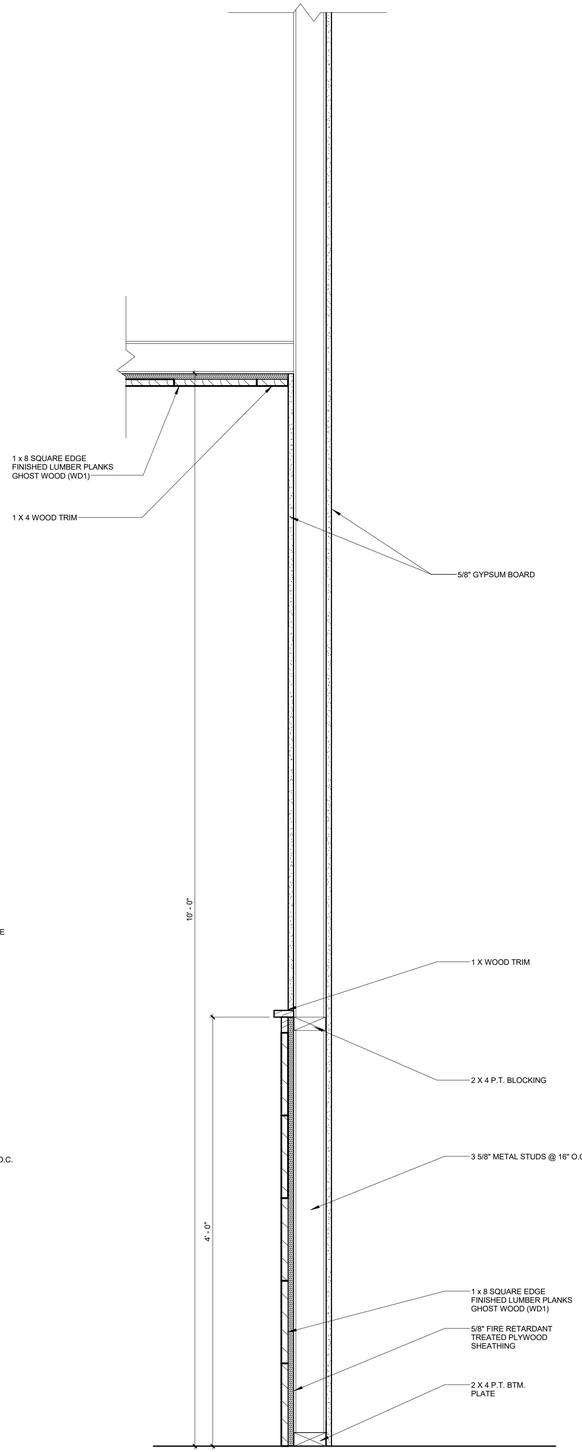
SECTION - TAP WALL - 1ST FLOOR | 3

1 1/2" = 1'-0"



SECTION - LOBBY WALL | 2

1 1/2" = 1'-0"



SECTION - RESTROOM CORRIDOR | 1

1 1/2" = 1'-0"

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PARCEL ID: 3325500001

SECTION DETAILS

Project No.	18001
Drawn By	JMD
Checked By	JMD
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Revisions

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CONSTRUCTION DOCUMENTS

Sheet No.

A6.1

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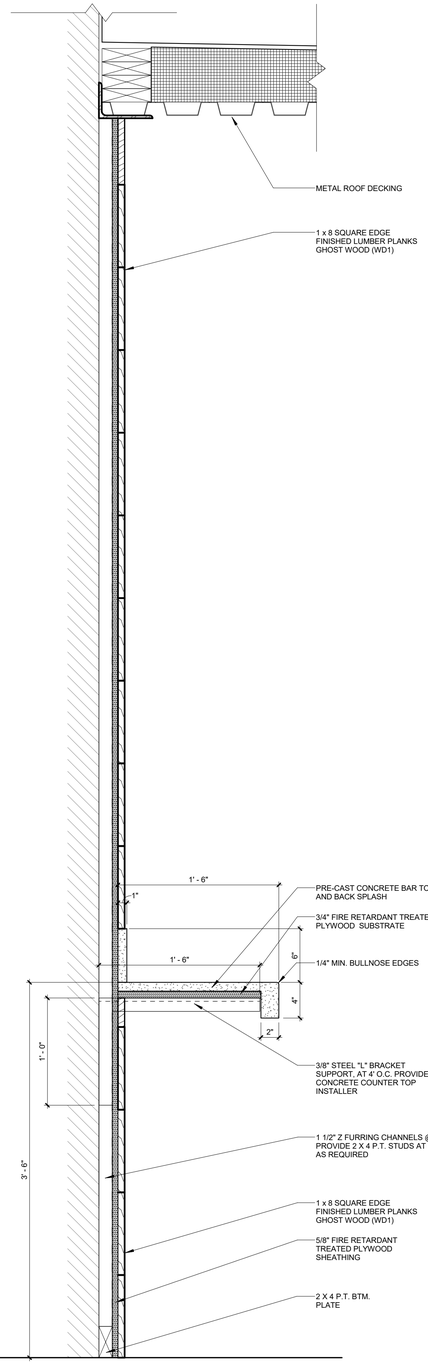
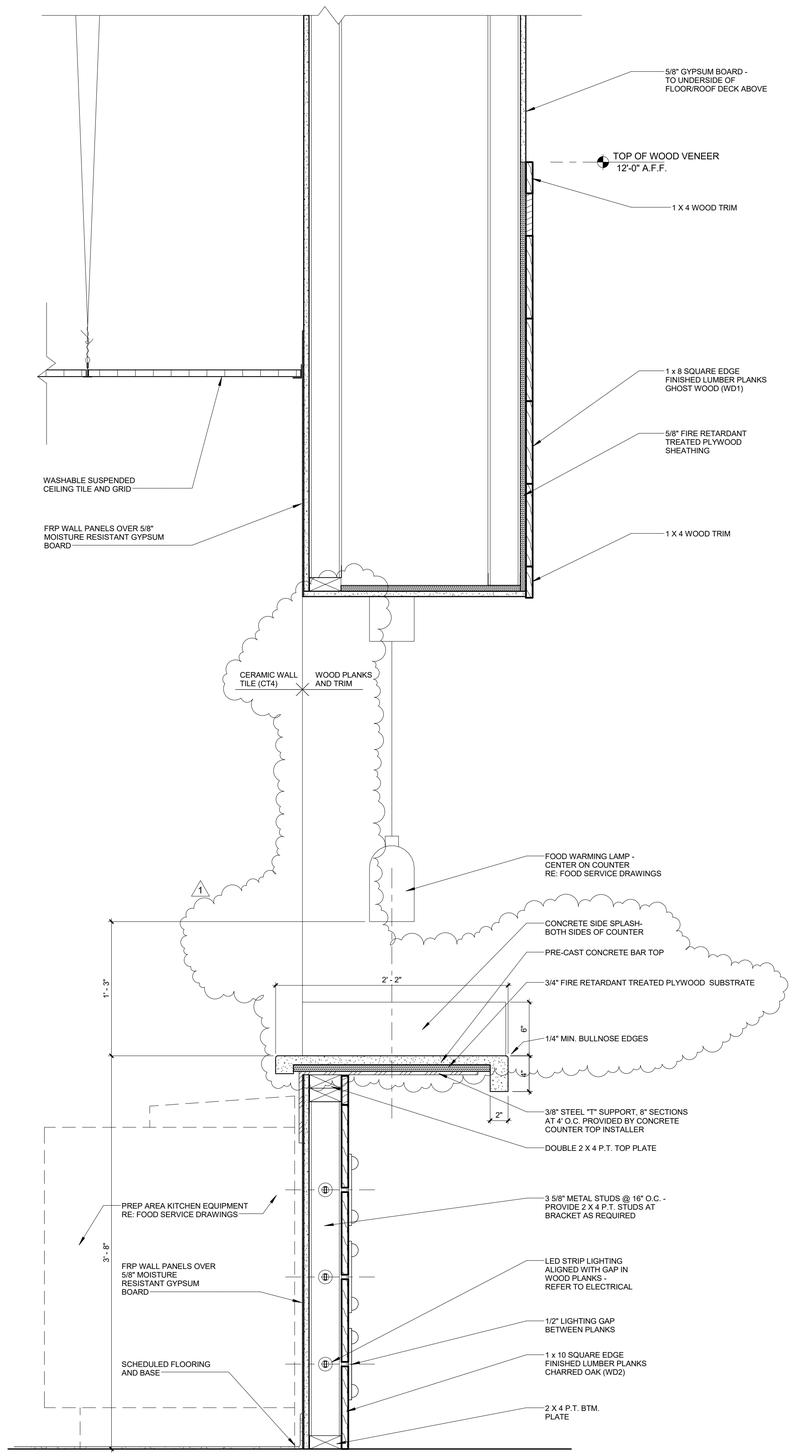


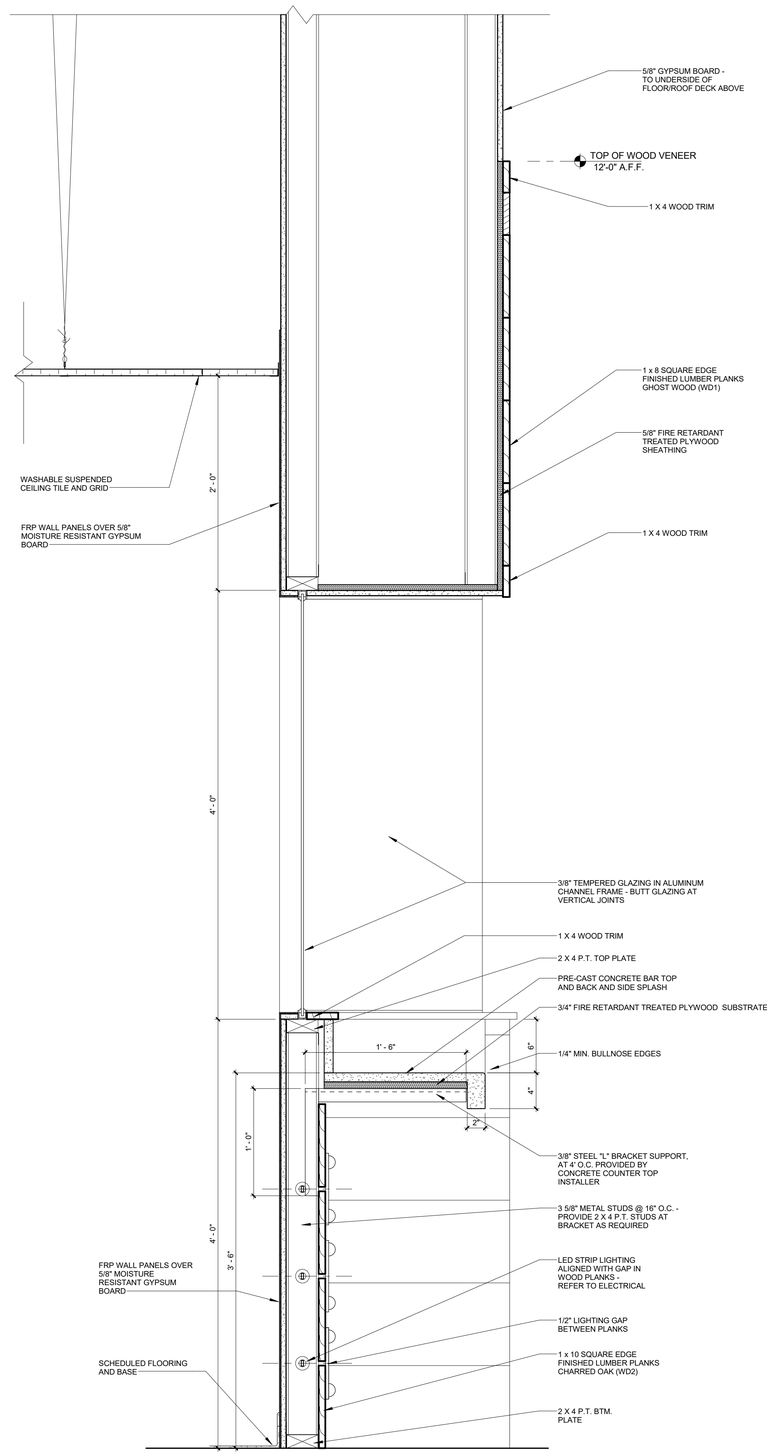
SECTION - BAR SEATING AT WALL | 1

1 1/2" = 1'-0"



SECTION - FOOD PICK-UP | 3

1 1/2" = 1'-0"



SECTION - BAR SEATING AT KITCHEN | 2

1 1/2" = 1'-0"

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2 SECTION DETAILS

Project No.	18001
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Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18

Seal

STATE OF FLORIDA
JAMES M. DICKASON
AR0014656
REGISTERED ARCHITECT

James M. Dickason
AR0014656

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

CONSTRUCTION DOCUMENTS

Sheet No.

A6.2

Originals printed @ 24" x 36"
Do not scale drawing

C:\Users\JDA01\Projects\18001_Oak & Stone_Bradenton\05 Drawings\Oak & Stone - Bradenton.rvt
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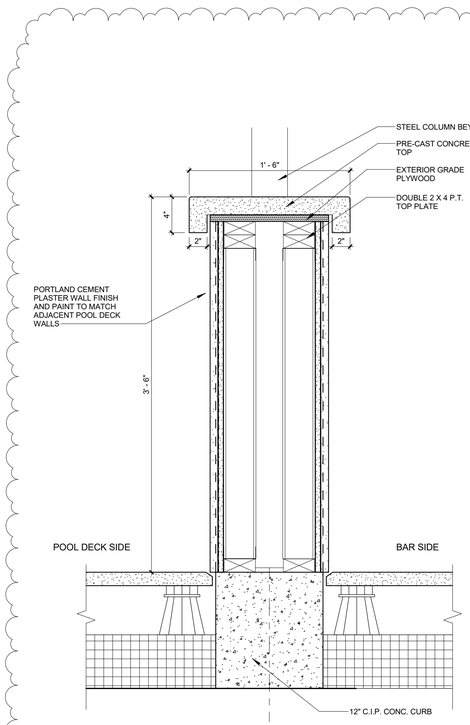
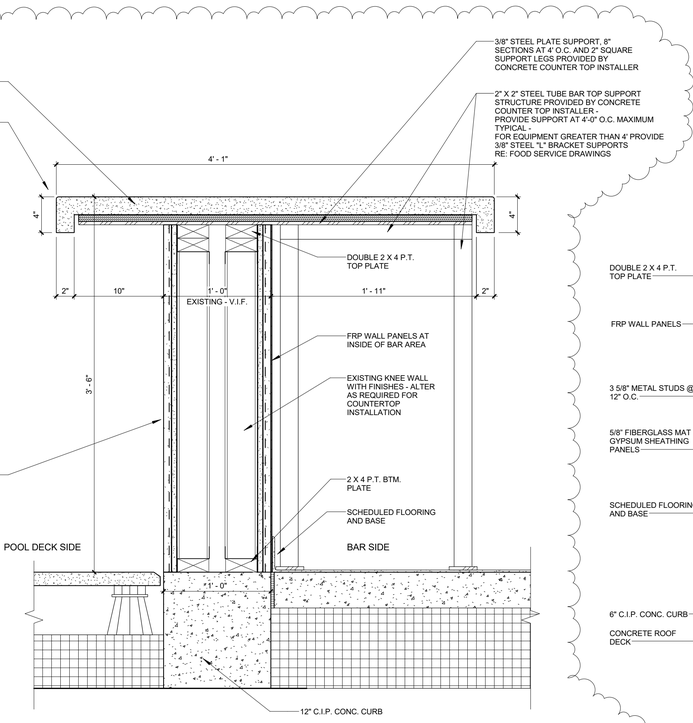


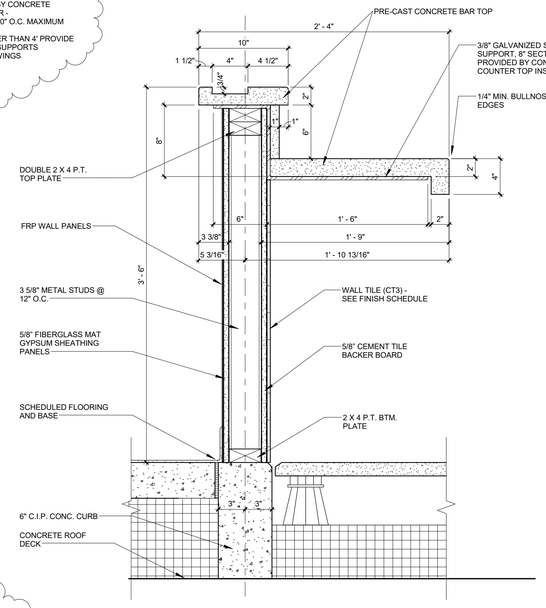
SECTION - BAR - WALL AT POOL DECK | 8

1 1/2" = 1'-0"



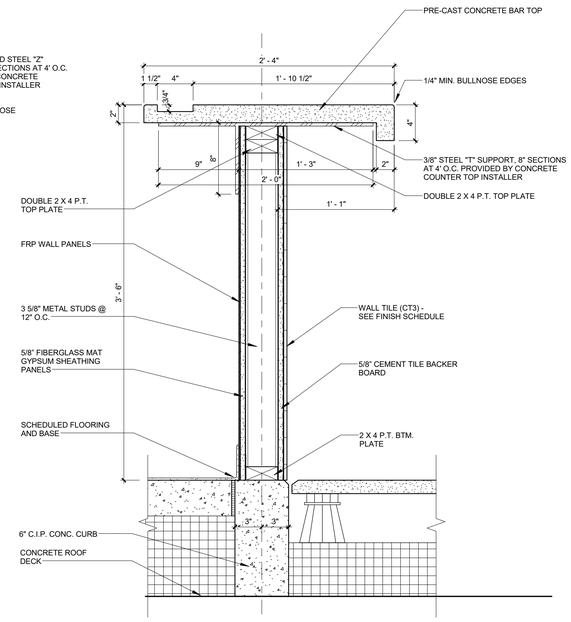
SECTION - BAR - COUNTER AT POOL DECK | 7

1 1/2" = 1'-0"



SECTION - BAR - ROOF DECK - ADA | 4

1 1/2" = 1'-0"



SECTION - BAR - ROOF DECK | 3

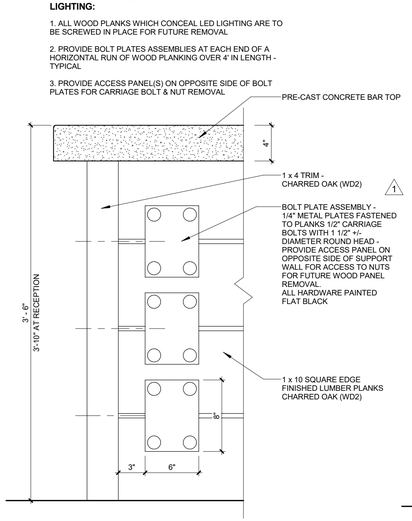
1 1/2" = 1'-0"

GENERAL NOTES FOR WOOD PLANKING AND BOLT PLATE ASSEMBLIES WHICH CONCEAL LED LIGHTING:

1. ALL WOOD PLANKS WHICH CONCEAL LED LIGHTING ARE TO BE SCREWED IN PLACE FOR FUTURE REMOVAL

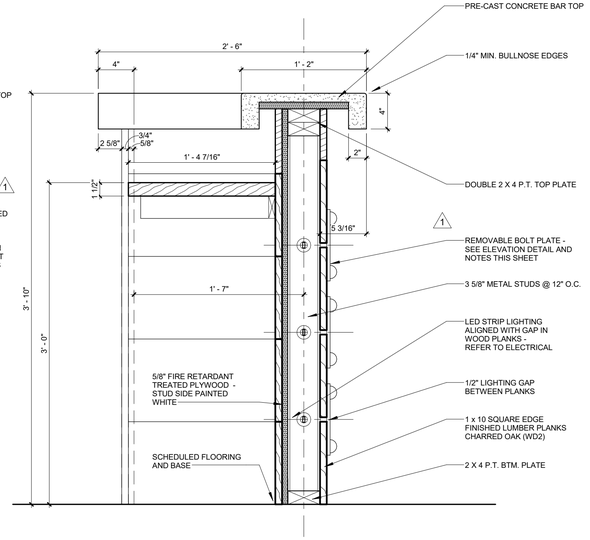
2. PROVIDE BOLT PLATES ASSEMBLIES AT EACH END OF A HORIZONTAL RUN OF WOOD PLANKING OVER 4' IN LENGTH - TYPICAL

3. PROVIDE ACCESS PANEL(S) ON OPPOSITE SIDE OF BOLT PLATES FOR CARRIAGE BOLT & NUT REMOVAL



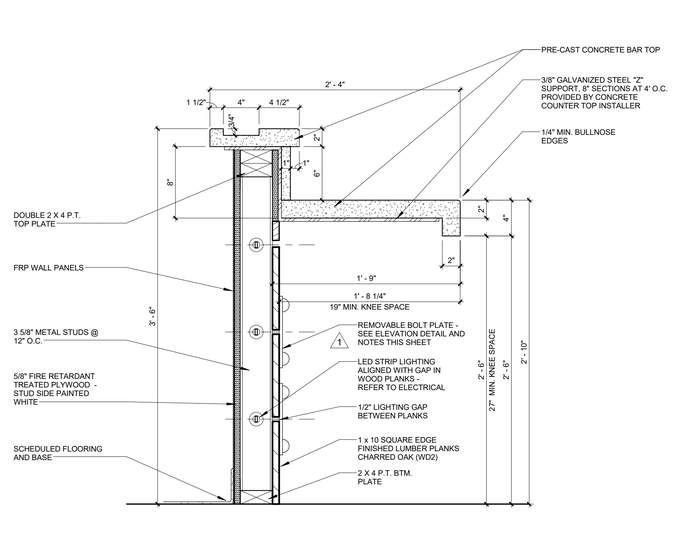
ELEVATION - BAR / RECEPTION | 6

1 1/2" = 1'-0"



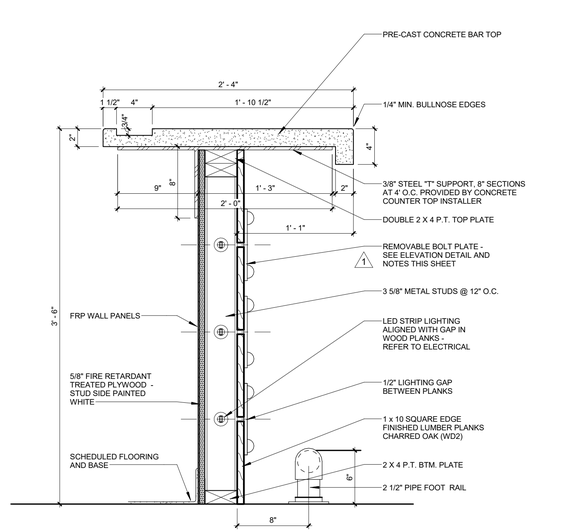
SECTION - RECEPTION COUNTER | 5

1 1/2" = 1'-0"



SECTION - BAR - 1ST FLOOR - ADA | 2

1 1/2" = 1'-0"



SECTION - BAR - 1ST FLOOR | 1

1 1/2" = 1'-0"

JDA
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James@JDArchLLC.com

Consultant

Project

OAK & STONE RESTAURANT
1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 332550001

SECTION DETAILS

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18
3	ADD 04	12.07.18

Seal

STATE OF FLORIDA
JAMES M. DICKASON
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CONSTRUCTION DOCUMENTS

Sheet No.

A6.3

Originals printed @ 24" x 36"
Do not scale drawing

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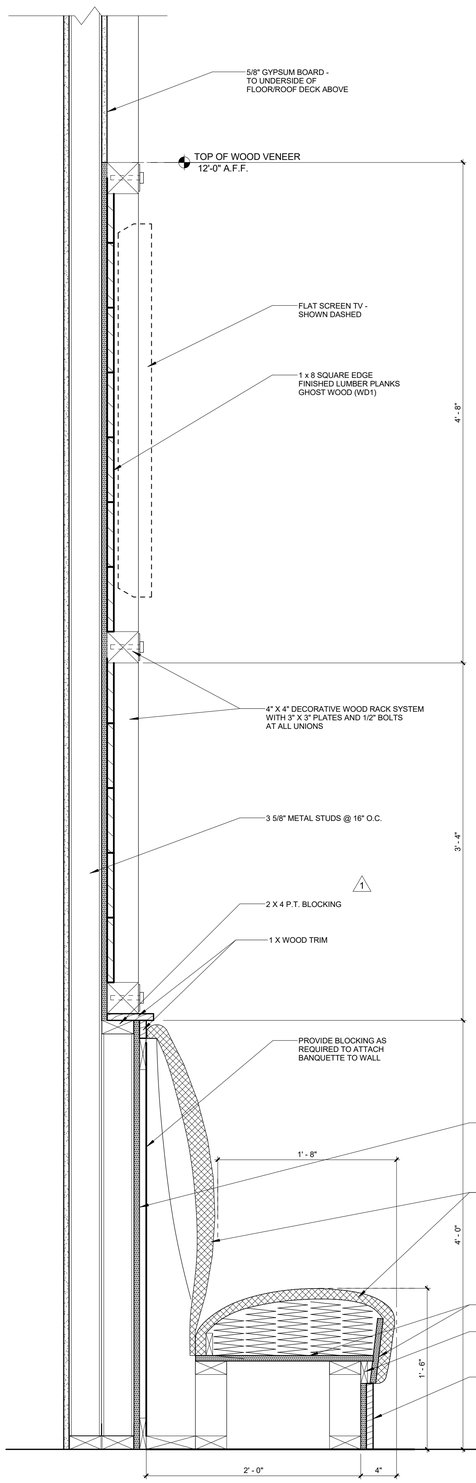
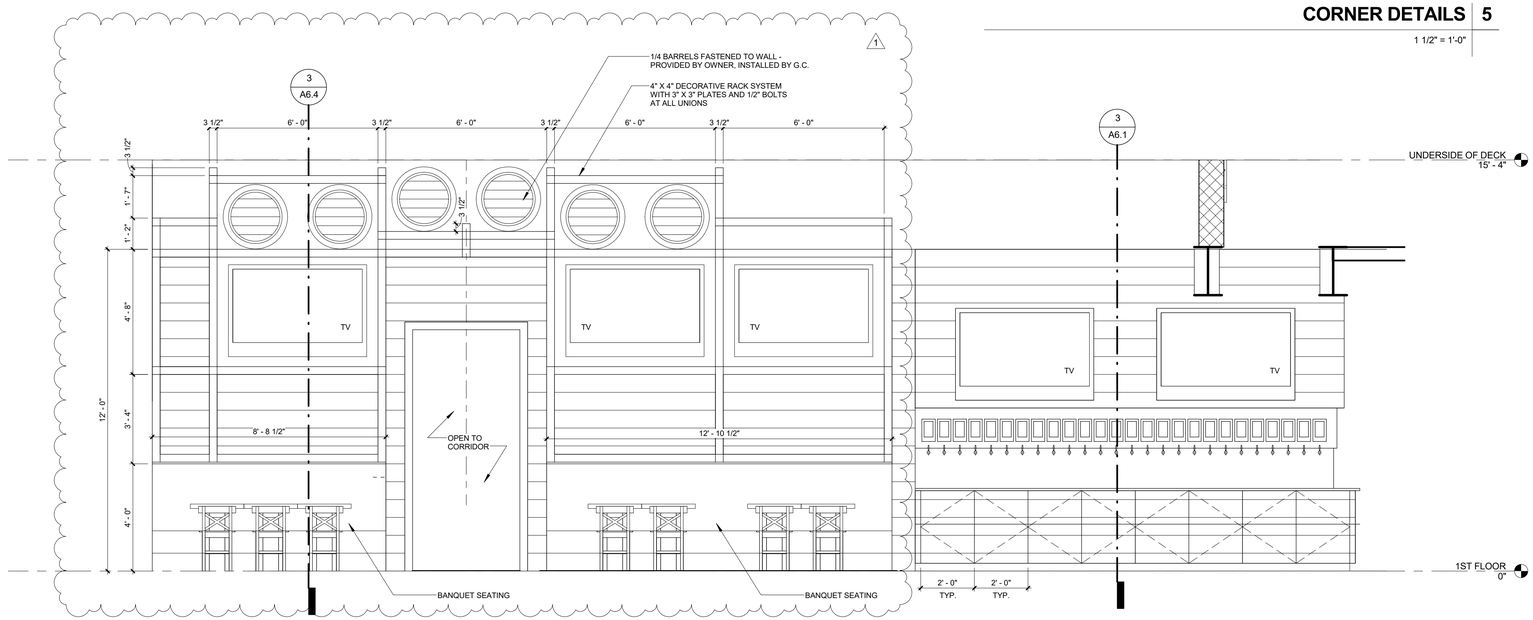


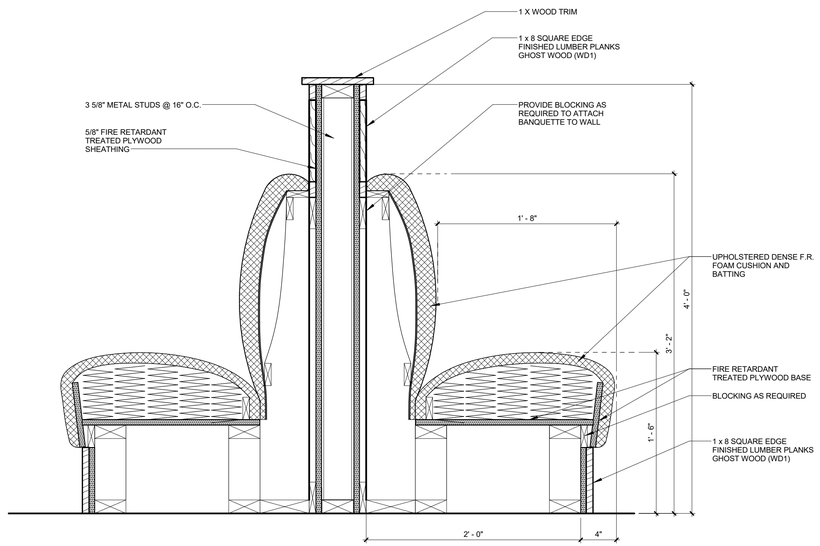
SECTION - BANQUET SEATING | 3

1 1/2" = 1'-0"



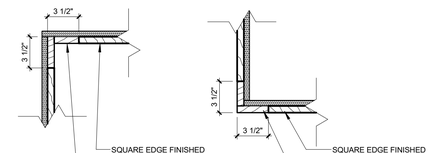
INTERIOR ELEVATION - BANQUET AND TAP WALL | 4

3/8" = 1'-0"



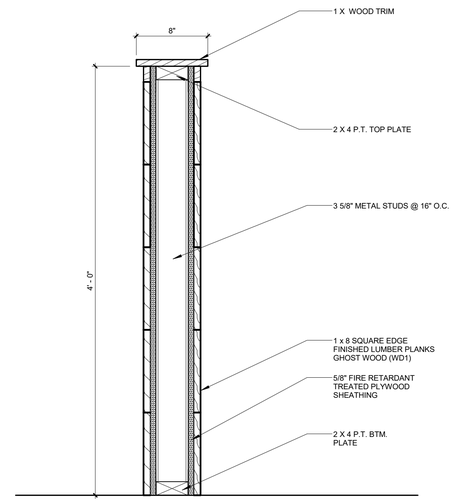
SECTION - BOOTH SEATING | 2

1 1/2" = 1'-0"



CORNER DETAILS | 5

1 1/2" = 1'-0"



SECTION - HALF WALL AT TABLES | 1

1 1/2" = 1'-0"

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1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001

2 SECTION DETAILS

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18
3	ADD 04	12.07.18

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CONSTRUCTION
DOCUMENTS

Sheet No.

A6.4

Originals printed @ 24" x 36"
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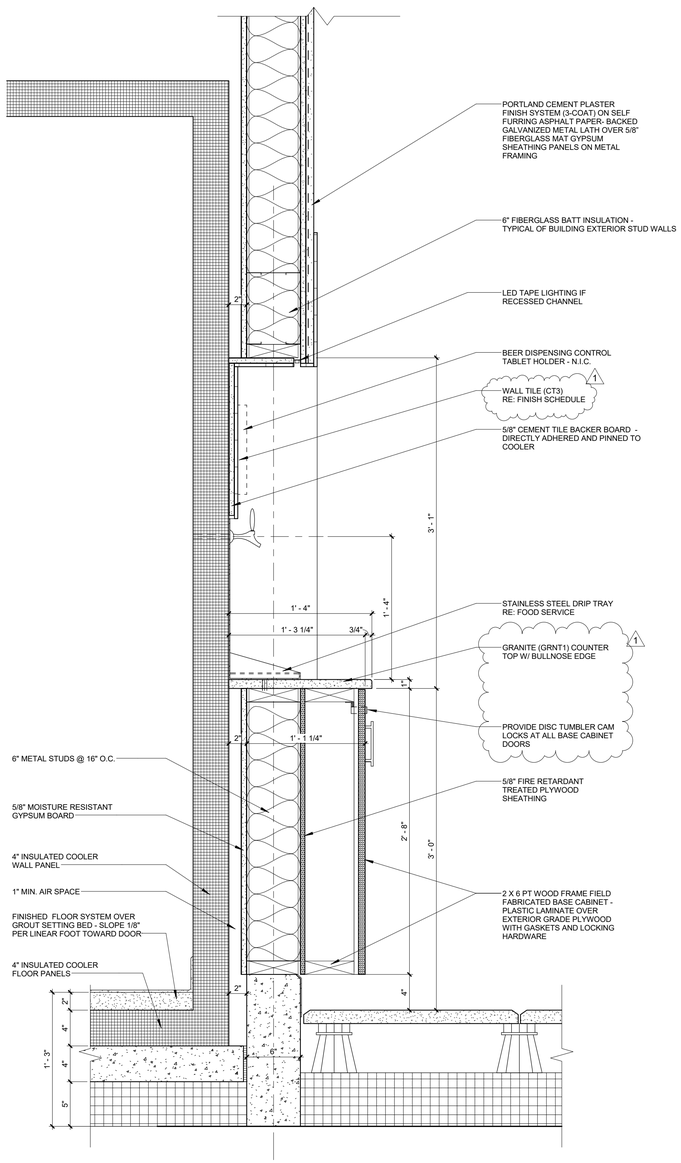
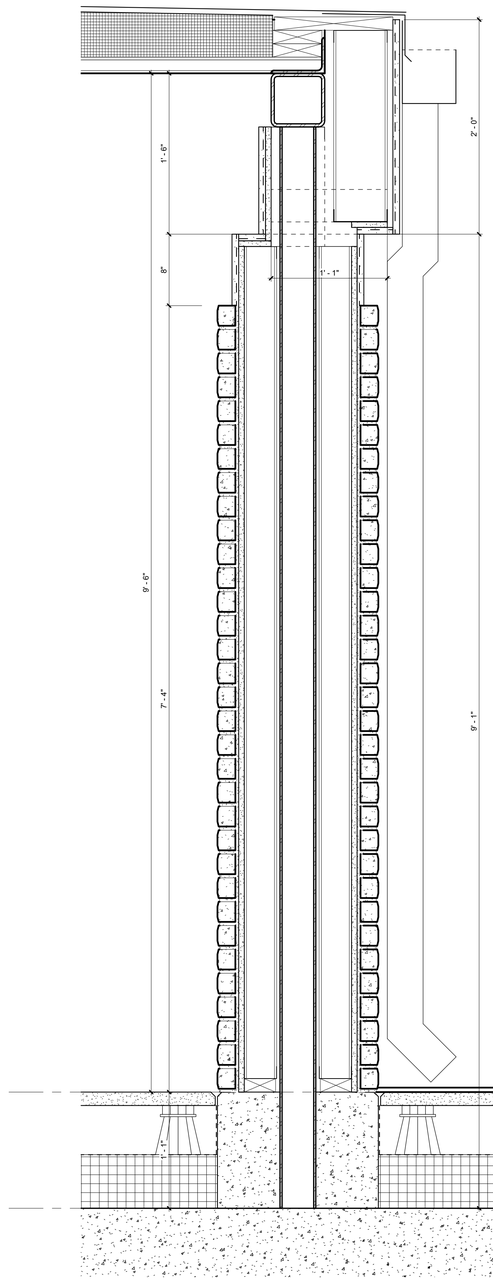


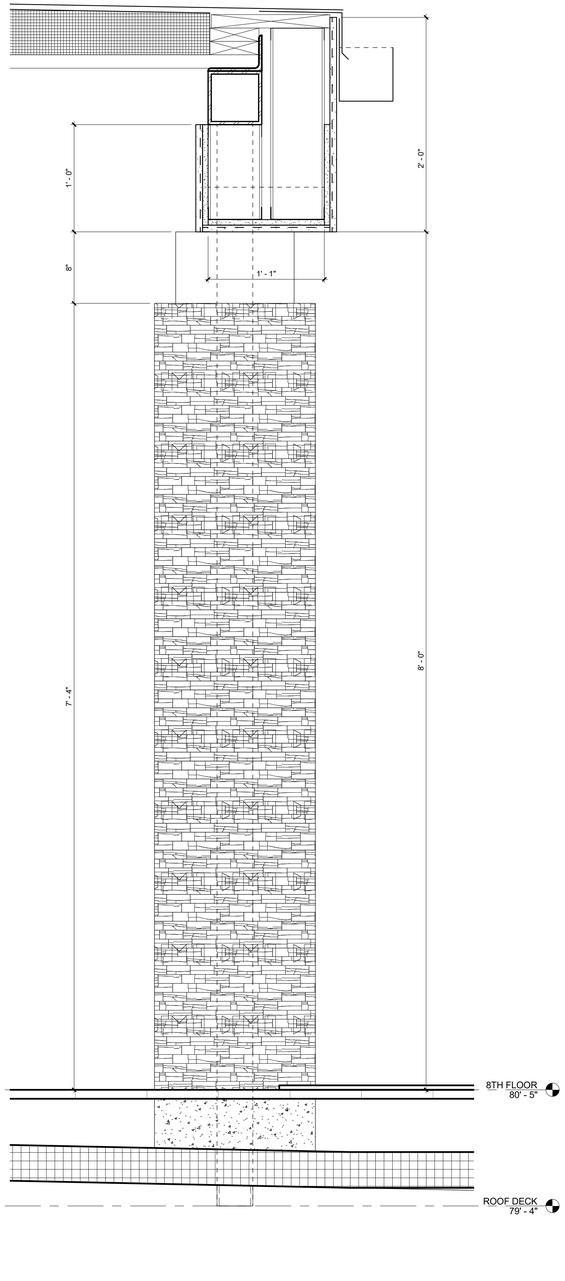
SECTION - TAP WALL - ROOF DECK | 3

1 1/2" = 1'-0"



SECTION DETAIL - COLUMN | 2

1 1/2" = 1'-0"



SECTION DETAIL - BEAM | 1

1 1/2" = 1'-0"

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PARCEL ID: 3325500001
SECTION DETAILS

Project No.	18001
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Issue Date	06.29.18

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CONSTRUCTION DOCUMENTS

Sheet No.

A6.5

Originals printed @ 24" x 36"
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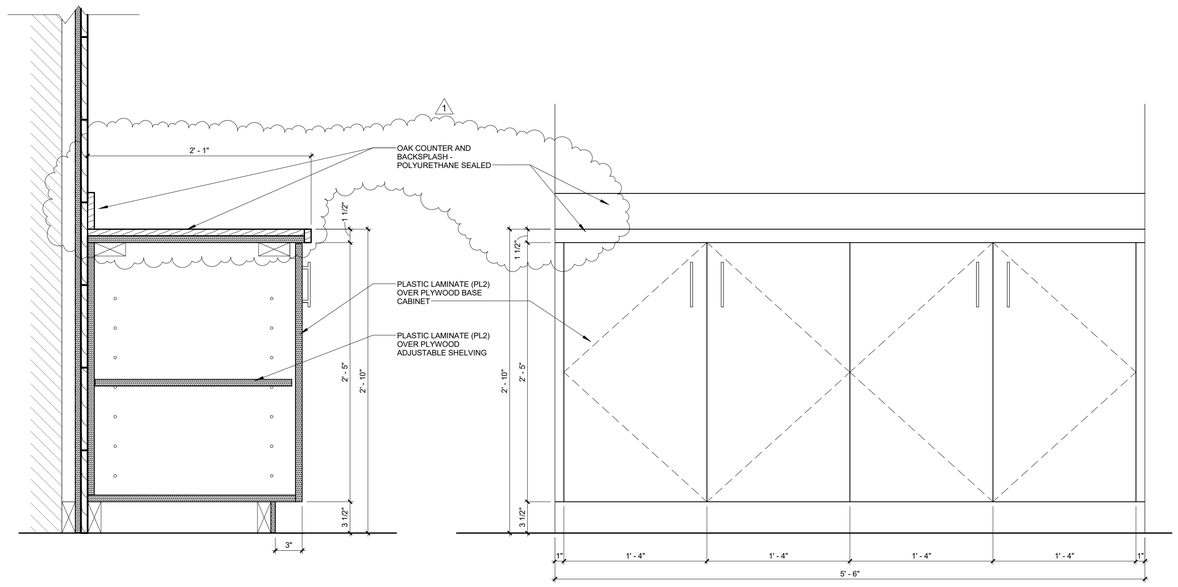
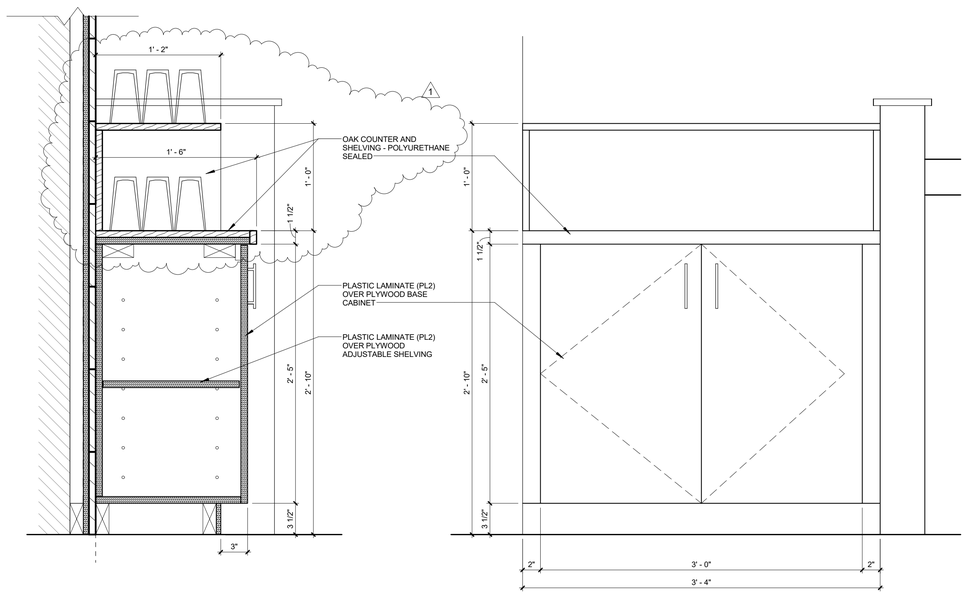


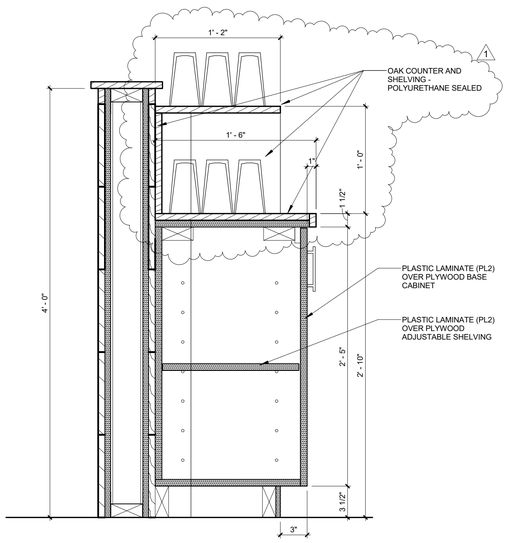
SECTION & ELEVATION - CASEWORK - TO-GO ORDER COUNTER | 3

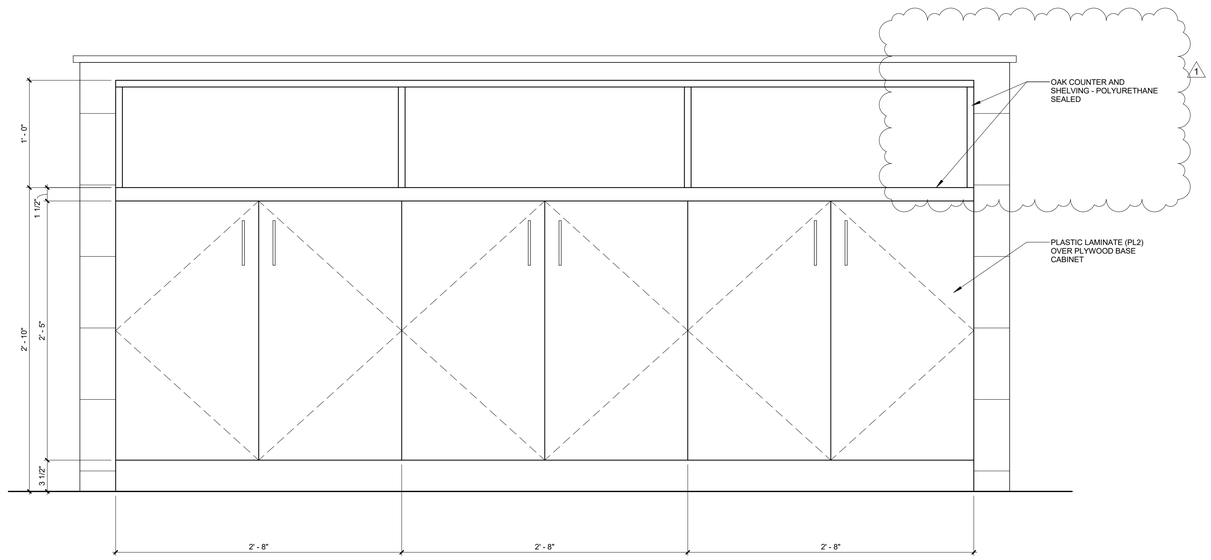
1 1/2" = 1'-0"



SECTION & ELEVATION - CASEWORK - GLASSWARE AT WALL | 1

1 1/2" = 1'-0"





SECTION & ELEVATION - CASEWORK - GLASSWARE IN DINING | 2

1 1/2" = 1'-0"

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BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001

2 CASEWORK DETAILS

Project No.	18001
Drawn By	Author
Checked By	Checker
Issue Date	06.29.18

Revisions

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Seal

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CONSTRUCTION DOCUMENTS

Sheet No.

A6.6

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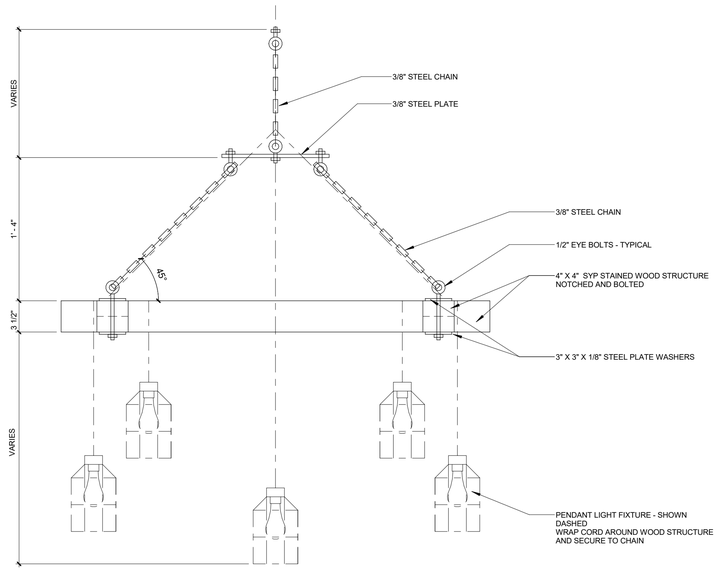
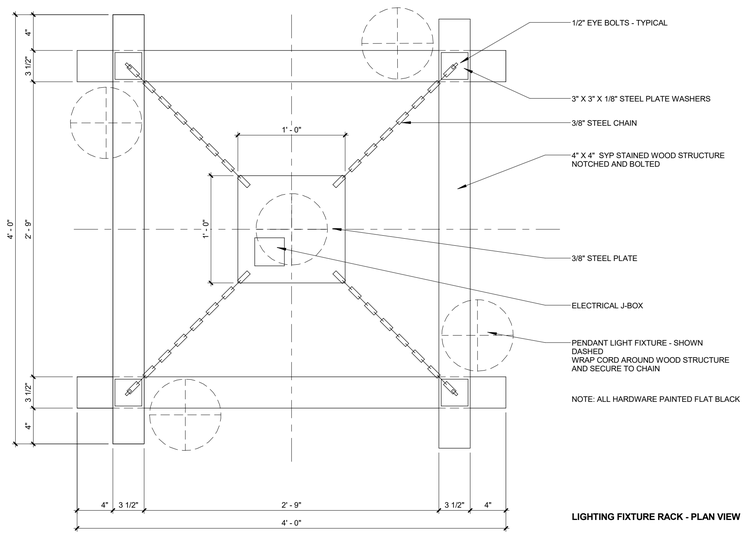


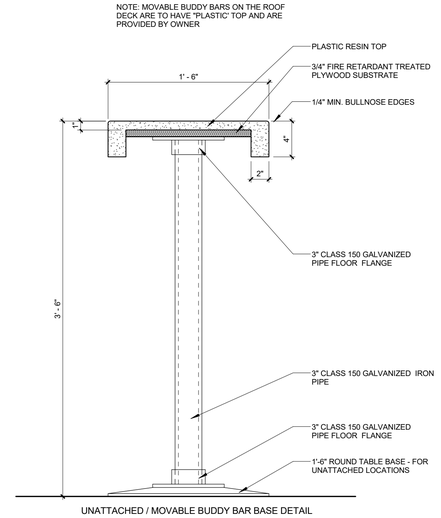
LIGHTING FIXTURE RACK - ELEVATION



LIGHTING FIXTURE RACK - PLAN VIEW

LIGHTING FIXTURE RACK | 2

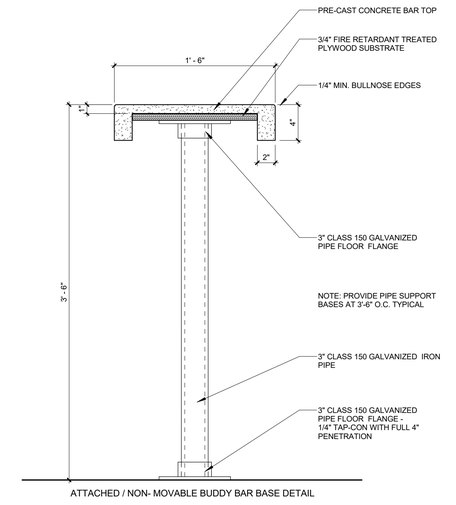
1 1/2" = 1'-0"



UNATTACHED / MOVABLE BUDDY BAR BASE DETAIL

SECTION - BUDDY BAR - ROOF DECK | 4

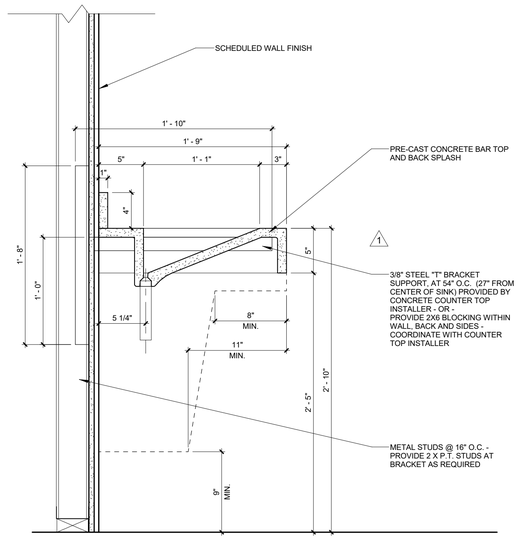
1 1/2" = 1'-0"



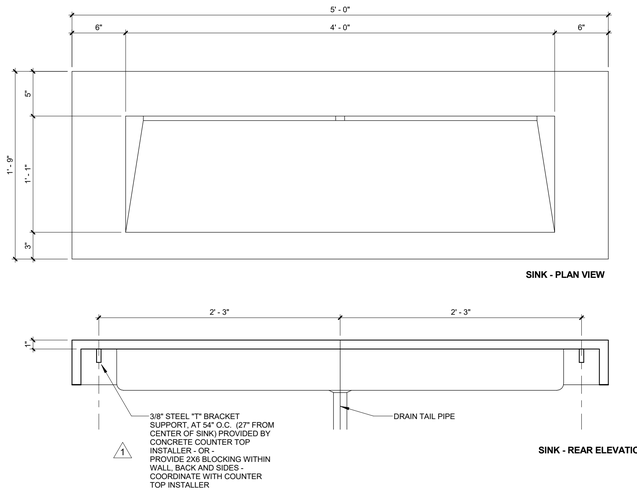
ATTACHED / NON- MOVABLE BUDDY BAR BASE DETAIL

SECTION - BUDDY BAR | 3

1 1/2" = 1'-0"



SINK - SECTION



SINK - PLAN VIEW

SINK - REAR ELEVATION

SECTION - CONCRETE SINK | 1

1 1/2" = 1'-0"

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Project

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1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001

MISCELLANEOUS DETAILS

Project No.	18001
Drawn By	Author
Checked By	Checker
Issue Date	06.29.18

Revisions

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Seal

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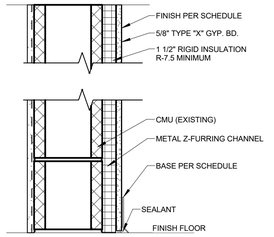
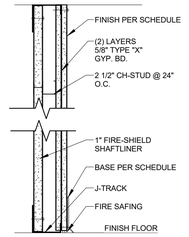


E1.8 EXTERIOR CMU WALL

8"x8"x16" CMU WITH 1-1/2" METAL Z-FURRING CHANNEL

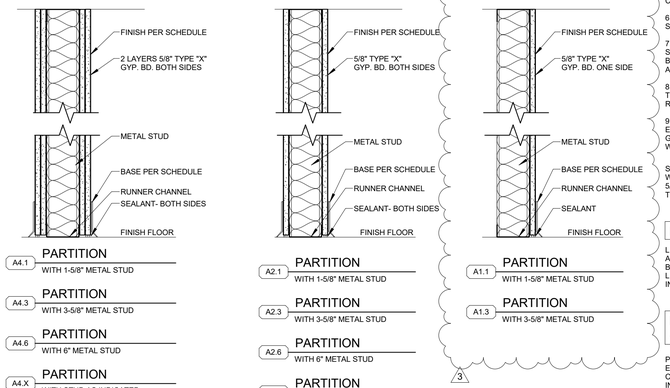


B2.2 SHAFT WALL

WITH 2-1/2" CH METAL STUD

2 HOUR RATED SHAFT WALL - UL U415, SYSTEM B OR U438

ALSO INSTALLED AS A HORIZONTAL MEMBRANE - 2 HOUR RATED - NER-258, AER-09038



A4.1 PARTITION — WITH 1-5/8" METAL STUD

A4.3 PARTITION — WITH 3-5/8" METAL STUD

A4.6 PARTITION — WITH 6" METAL STUD

A4.X 2-HR PARTITION — WITH STUD AS INDICATED U.L. DESIGN = U419

A2.1 PARTITION — WITH 1-5/8" METAL STUD

A2.3 PARTITION — WITH 3-5/8" METAL STUD

A2.6 PARTITION — WITH 6" METAL STUD

A2.X 1-HR PARTITION — WITH STUD AS INDICATED U.L. DESIGN = U419

A1.1 PARTITION — WITH 1-5/8" METAL STUD

A1.3 PARTITION — WITH 3-5/8" METAL STUD

CONCRETE MASONRY UNIT PARTITIONS

CALCAREOUS OR SILICEOUS GRAVEL WALL RATINGS PER FLORIDA BUILDING CODE 6TH EDITION, 2017 TABLE 722.3.2:
1 HOUR RATING = 2.8" MIN WALL THICKNESS
2 HOUR RATING = 4.2" MIN WALL THICKNESS
3 HOUR RATING = 5.3" MIN WALL THICKNESS
4 HOUR RATING = 6.2" MIN WALL THICKNESS

1 HOUR REQUIRED - 4 HOUR PROVIDED

RATED FIRE RESISTANCE FOR CMU PARTITIONS

PARTITION TYPES NOTES

1. PARTITION TYPES ARE INDICATED ON THE FLOOR PLANS.

2. ALL PARTITIONS SHALL EXTEND FROM FLOOR SLAB OR DECK TO THE UNDERSIDE OF THE STRUCTURAL DECK TO ACHIEVE COMPLETE CLOSURE, UNLESS NOTED OTHERWISE.

3. CONSTRUCTION OF FIRE-RATED PARTITIONS, INCLUDING TAPING AND FINISHING OF GYPSUM BOARD FOR FULL HEIGHT TO STRUCTURE ABOVE, SHALL BE IN ACCORDANCE WITH U.L. SYSTEM ASSEMBLY OR OTHER APPROVED ASSEMBLY SYSTEM TO ACHIEVE THE RATING INDICATED.

4. PROVIDE FULL HEIGHT ACOUSTICAL SOUND BATT INSULATION AT ALL INTERIOR METAL STUD PARTITIONS, UNLESS NOTED OTHERWISE. SOUND ISOLATION PARTITIONS SHALL BE SEALED FULL HEIGHT. TAPE AND FINISH ALL GYPSUM BOARD JOINTS AND FASTENERS, PROVIDE SEALANT AT PERIMETER AND AT ALL PENETRATIONS.

5. WHERE WOOD BLOCKING IS REQUIRED IN NON-COMBUSTIBLE CONSTRUCTION, PROVIDE FIRE-RETARDANT TREATED WOOD BLOCKING FOR PARTITION MOUNTED EQUIPMENT AND CASEWORK.

6. PARTITION TYPES DESCRIBE THE PRIMARY MEMBER AND SHEATHING. REFER TO FINISH SCHEDULE FOR ALL PARTITION FINISH DESIGNATIONS.

7. PROVIDE TYPE 'WR' WATER RESISTANT GYPSUM BACKING BOARD IN ALL WET AREAS SUCH AS TOILET, LOCKER, AND SHOWER ROOMS. PROVIDE 5/8" CEMENTITIOUS BACKING BOARD AT ALL CERAMIC TILE FINISHES TO ALIGN WITH 5/8" TYPE 'WR' GYPSUM BOARD ABOVE.

8. PROVIDE SLIP JOINT CONNECTIONS AT THE TOPS OF ALL PARTITIONS WHICH INTERSECT THE STRUCTURE ABOVE. PROVIDE FIRE SAFING AT ALL SLIP JOINT CONNECTIONS IN FIRE RATED PARTITIONS.

9. PROVIDE GYPSUM BOARD CONTROL JOINTS WHERE DESIGNATED ON THE INTERIOR ELEVATIONS AND ANYWHERE THERE IS A CONTINUOUS RUN OF GYPSUM BOARD THAT IS GREATER THAN 30'-0" IN LENGTH. CONFIRM THE LOCATION OF ADDITIONAL CONTROL JOINTS WITH THE ARCHITECT PRIOR TO INSTALLATION.

STONE VENEER NOTE:
WHERE STONE VENEER IS SCHEDULED - SUBSTITUTE 5/8" FIBERGLASS REINFORCED GYPSUM BOARD FOR THE 5/8" GYSPUM BOARD

LIGHT GAUGE STEEL GENERAL NOTE

LIGHT GAUGE STEEL EXTERIOR AND, WHERE REQUIRED, INTERIOR WALL AND CEILING SYSTEMS AND COMPONENTS AS A MINIMUM REQUIRE FABRICATION AND ERECTION DRAWINGS PREPARED BY A DELEGATED ENGINEER. DELEGATED ENGINEER SHALL POSSESS CURRENT PROFESSIONAL LICENSURE IN THE JURISDICTION OF THE PROJECT, AND SHALL MAINTAIN MINIMUM LIABILITY INSURANCE OF $1,000,000.

EXTERIOR WALL INSULATION - PROVIDED AT TIME OF INTERIOR BUILD-OUT

PROVIDE FULL HEIGHT RIGID OR BATT INSULATION TO CREATE A COMPLETE THERMAL ENCLOSURE. WHERE INSULATION IS EXPOSED, PROVIDE GLASS-FIBER BOARD INSULATION: ASTM C 612, TYPE IA, FOIL FACED, WITH MAXIMUM FLAME SPREAD AND SMOKE DEVELOPMENT INDEXES OF 25 AND 50, RESPECTIVELY, PER ASTM E 84; PASSING ASTM E136 FOR COMBUSTION CHARACTERISTICS.

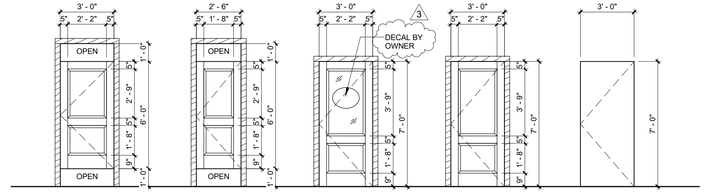
PARTITION TYPES | 1

1 1/2" = 1'-0"

DOOR SCHEDULE											
Door #	Type Mark	Width	Height	Thickness	Door Mat'l	Door Finish	Frame Type	Frame Mat'l	Frame Finish	Fire Rating	Comments
A105	D2	3' - 0"	7' - 0"	1 3/4"	S.C. WOOD	STAIN	F2	WOOD	STAIN		
A106	D6	3' - 0"	8' - 0"	1 3/4"	ALUM.		F3	ALUM.	FACTORY		DOOR AND FRAME SYSTEM TO MATCH BUILDING STANDARD
A107	D5	3' - 0"	7' - 0"	1 3/4"	S.C. WOOD	STAIN	F2	WOOD	STAIN		
A108	D5	3' - 0"	6' - 0"	1 3/4"	S.C. WOOD	STAIN	F2	WOOD	STAIN		
A109	D3	3' - 0"	7' - 0"	1 3/4"	S.C. WOOD	STAIN	F2	WOOD	STAIN		
A110	D5	3' - 0"	6' - 0"	1 3/4"	S.C. WOOD	STAIN	F2	WOOD	STAIN		
A111	D4	2' - 6"	6' - 0"	1 3/4"	S.C. WOOD	STAIN	F2	WOOD	STAIN		
A119	D1	3' - 0"	7' - 0"	1 3/4"	H.M.	PAINT	F1	H.M.	PAINT	90 MIN.	PROVIDE CLOSER / RATED HW
A808	D1	3' - 0"	7' - 0"	1 3/4"	H.M.	PAINT	F1	H.M.	PAINT		
A810	D3	3' - 0"	7' - 0"	1 3/4"	FIBERCLAD	STAIN	F2	WOOD	STAIN		PROVIDE 16" X 16" SIGHTPROOF LOUVER CENTERED IN LOWER DOOR PANEL
A811	D5	3' - 0"	6' - 0"	1 3/4"	FIBERCLAD	STAIN	F2	WOOD	STAIN		
A812	D3	3' - 0"	7' - 0"	1 3/4"	FIBERCLAD	STAIN	F2	WOOD	STAIN		PROVIDE 16" X 16" SIGHTPROOF LOUVER CENTERED IN LOWER DOOR PANEL
A813	D4	2' - 6"	6' - 0"	1 3/4"	FIBERCLAD	STAIN	F2	WOOD	STAIN		
A814	D5	3' - 0"	6' - 0"	1 3/4"	FIBERCLAD	STAIN	F2	WOOD	STAIN		
A815	D2	3' - 0"	7' - 0"	1 3/4"	FIBERCLAD	STAIN	F2	WOOD	STAIN		

DOOR SCHEDULE NOTES:

1. DOOR HARDWARE TO COMPLY WITH THE FLORIDA BUILDING CODE 6TH EDITION (2017), ACCESSIBILITY.
2. TENANT/GENERAL CONTRACTOR TO SELECT DOOR HARDWARE STYLE AND FINISH.
3. TENANT/GENERAL CONTRACTOR TO CONSULT DOOR HARWARE SPECIALIST TO PREPARE DOOR HARDWARE SCHEDULE AND ASSIST WITH SELECTION OF COMPLIANT DOOR HARDWARE.



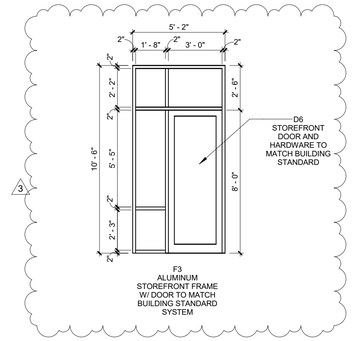
D5 2 PANEL DOOR CUSTOM CONFIGURATION

D4 2 PANEL DOOR CUSTOM CONFIGURATION

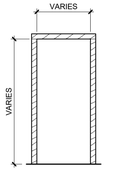
D3 2 PANEL DOOR TEMPERED OBSURED GLAZING IN UPPER PANEL

D2 2 PANEL DOOR

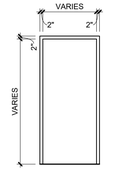
D1 FLUSH DOOR



F3 ALUMINUM STOREFRONT FRAME W/ DOOR TO MATCH BUILDING STD STANDARD SYSTEM



F2 PREHUNG FRAME WITH 1X4 STAINED WOOD CASING



F1 HOLLOW METAL FRAME W/ 2" HEAD

DOORS AND FRAMES

1/4" = 1'-0"

FINISH LEGEND

CEMENTITIOUS URETHANE COATING SYSTEM FOR FLOORING & BASE

C1 - Dur-a-flex, Polycrete MDB or Flowcrete, Flowfresh SR

Dur-a-flex, Polycrete MDB
With a Q11 quartz granual
Color: Gray

Flowcrete, Flowfresh SR
Color: Mid Gray

C1 - BASE - Flash Cove
Manufacturer: Dur-a-flex or Flowcrete
System & Type: To match floor
Size: 6" applied to FRP

GROUND & POLISHED CONCRETE

PC1 - Ground & Polished Concrete
Stained and Sealed - Grade 1 / Class 2
Manufacturer: Scofield
Type: Formula One Liquid Dye Concentrate
Color: 1395 Driftwood
(Prepare sample for TENANT approval)
Densifier: Formula One Lithium Densifier MP
Sealer: Formula One Guard-W

VINYL WALL BASE

VB1 - Vinyl Wall Base
Manufacturer: Roppe
Height: 4"
Thickness: 1/8"
Color: 624 Chameleon

WALL PANELS

FRP1 - Fiberglass Reinforced Panels & Trim
Manufacturer: Marlite
Style: Pebbled Surface
Color: P-100 White

FRP2 - Fiberglass Reinforced Panels & Trim
Manufacturer: Marlite
Style: Pebbled Surface
Color: P-807 Black

3 **STONE VENEER**

SV1 - Stone Veneer
Manufacturer: Boral
Style: County Ledge
Thickness: 1" to 2 1/2"
Height: 1 1/2" to 5 1/2"
With: 4" to 17"
Color: Aspen
Grout: Standard Grey

TILE - WALL

CT1 - Ceramic (Porcelain) Tile
Manufacturer: Florim USA
Style: Charleston
Colors: 1095974 Multicolor
Sizes: 3" x 36"
Pattern: Horizontal Staggered Brick-Joint - Overlap not to exceed 33%
Random Mix - Equal amounts of each color
Grout Manufacturer: Custom Building Products
Grout Type: CEG-Lite Epoxy
Grout Color: 11 Snow White
Grout Joint: 1/8"

CT2 - Ceramic (Porcelain) Tile
Manufacturer: Florim USA
Style: Charleston
Colors: 1095976 Grey
Sizes: 3" x 36"
Pattern: Horizontal Staggered Brick-Joint - Overlap not to exceed 33%
Random Mix - Equal amounts of each color
Grout Manufacturer: Custom Building Products
Grout Type: CEG-Lite Epoxy
Grout Color: 11 Snow White
Grout Joint: 1/8"

CT3 - Ceramic (Porcelain) Tile
Manufacturer: Florim USA
Style: Charleston
Colors: 1096430 Timber
Sizes: 3" x 36"
Pattern: Horizontal Staggered Brick-Joint - Overlap not to exceed 33%
Random Mix - Equal amounts of each color
Grout Manufacturer: Custom Building Products
Grout Type: CEG-Lite Epoxy
Grout Color: 52 Tobacco Brown
Grout Joint: 1/8"

1 CT4 - Ceramic (Porcelain) Tile
Manufacturer: Valley Ridge
Style: Westford Brown Wood Plank
Colors: Westford Brown
Sizes: 6" x 24"
Pattern: Horizontal Staggered Brick-Joint - Overlap not to exceed 33%
Grout Manufacturer: Mapei
Grout Type: Kerapoxy CQ
Grout Color: 111 Hickory
Grout Joint: 1/8"

3 **TILE - BASE (COVE)**

CB1 - Ceramic (Porcelain) Tile
Manufacturer: Daltile
Style: Anchorage Colorbody Porcelain
Colors: Provide samples for selection
Sizes: 6" x 12"

TILE ACCESSORIES

TA1 - Tile Accessory
Manufacturer: Schluter
Style: Rondec, Brushed Stainless Steel
Profile: Outside Wall Corner Edging and Corner To Corner Edging

1

WOOD VENEER

WD1 - Square Edge Lumber Planks
Size: 1 x 8, Rough-Sawn
Style / Species: Ghost Wood

WD2 - Square Edge Lumber Planks
Size: 1 x 10, Dressed (Smooth)
Style / Species: Charred Oak

Provide 1 x 4 matching wood trim at inside and outside corners of all wood veneer applications.
Finish and Species to match adjacent veneer.

WD3 - Wood Ceiling - V Groove Edge Lumber Planks
Manufacturer: Synergy Wood
Size: 5" x 3/4" Thickness
Style / Species: #2 Southern Yellow Pine
Color: Bordeaux
Pattern: Staggered Joints - 4' and 8' Lengths

WOOD BASE AND TRIM

WB1 - Wood Base - Oak
Profile: Flat Stock
Size: 1" x 8", Dressed (Smooth)
Location: Per finish schedule
Note: Walls with Wood Veneer do not require WB1

WT1 - Wood Trim - Oak
Profile: Flat Stock
Size: 1" x 4", Dressed (Smooth)
Location: Typical for wood door casings, trim at top of wainscot

WOOD FABRICATIONS

Decorative Wood TV / KEG Rack and Light Fixtures
Size: 4" X 4", Dressed (Smooth)
Species: Southern Yellow Pine (Stained)

PAINT - INTERIOR WALL AND CEILING

PT1 - Latex Paint
Manufacturer: Sherwin Williams, Promar 200, Zero VOC
Finish: Eggshell
Color: M270-5 Beehive
Coats: 1 primer, 2 finish

PT2 - Latex Paint
Manufacturer: Sherwin Williams, Promar 200, Zero VOC
Finish: Eggshell
Color: 00YY30/200 Sandy Cove
Coats: 1 primer, 2 finish

1

PAINT - CONCRETE AND/OR METAL DECK, METAL FRAMING (BEAMS, JOISTS, AND BRIDGING), EXPOSED PIPES, FITTINGS

PT3 - Low VOC Latex Paint
Manufacturer: Sherwin Williams
Finish: Flat
Color: SW 6993, Black of Night
Coats: 1 primer, 2 finish

EXPOSED METAL DUCTWORK TO REMAIN UNPAINTED

STAIN - DOORS, WOOD BASE AND TRIM

ST1 - Oil-Based Wood Stain
Manufacturer: Sherwin Williams, Wood Classics 250
Color: SW 3111 Maple Sugar
Coats: 2 finish

PAINT - EXTERIOR WALL AND CEILING

PT4 - Low VOC Latex Paint
Manufacturer: Sherwin Williams
Finish: to mach existing
Color: to mach existing
Coats: 1 primer, 2 finish

ACOUSTIC CEILING

ACT1 - Acoustic Ceiling Tile & Grid
Manufacturer: Armstrong
Style: Health Zone Ultima, 1935
Size: 24"x24"
Color: White
Edge: Square Lay-In 15/16"
Grid Style: Prelude ML 15/16" Exposed Tee
Grid Color: White

MILLWORK, CASEWORK

PLAM1 - Plastic Laminate over Plywood
Manufacturer: Wilsonart
Quality: Standard Laminate
Style/Color: to be selected by Owner

PLAM2 - Plastic Laminate over Plywood
Manufacturer: Wilsonart
Quality: Standard Laminate
Style/Color: to be selected by Owner

GRANITE COUNTER TOP

GRNT-1 - Granite Counter Top
Style/Color: Sensa Ubatuba Granite
Thickness: 1"

METAL PANELING

MTL1 - 22 Gauge Black Iron Steel Panels
Panels to be supplied by Owner and installed by Owner's vendor.
Contact: Tim Figgat.
Phone: 941-780-8178.

BOOTH AND BANQUET SEATING UPHOLSTRY

UPH1 - Booth Seat and Back Upholstry
Custom booth fully upholstered, smooth back with high density comfort foam on board seat. Stained veneer seat base, scratch and chip resistant black ABS toe kick.
Seat / Back material: Vintage Vinyl English Toffee.
Contact: Ideal Commercial Seating.
Phone: 727-528-9200.

FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR FINISH	FLOOR BASE	WALLS NORTH	WALLS EAST	WALLS SOUTH	WALLS WEST	CEILING FINISH	REMARKS
A101	DINING	PC1	N/A	WD1 / PT3	WD1 / PT3	WD1 / PT3	WD1 / PT3	PT3	WOOD PANEL TO 12' - PAINT ABOVE
A102	VESTIBULE	PC1	N/A	WD1 / PT2	WD1 / PT2	WD1 / PT2	WD1 / PT2	WD1	WOOD PANEL TO 4' - PAINT ABOVE
A103	BAR	C1	C1	FRP2	FRP2	FRP2	FRP2	GYP. BD. / WD1	WD2 ON BAR EXTERIOR FACE
A104	KEG COOLER	C1	C1	FACTORY	FACTORY	FACTORY	FACTORY	FACTORY	
A105	DRY STOR	PC1	VB1	PT2	PT2	PT2	PT2	OPEN	
A106	CORRIDOR	PC1	N/A	WD1 / PT1	WD1 / PT1	WD1 / PT1	WD1 / PT1	WD1	WOOD PANEL TO 4'- PAINT ABOVE
A107	MENS	PC1	CB1	CT1 / PT2	CT1 / PT2	CT1 / PT2	CT1 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE - FULL HGT. TILE AT FIXTURE WALL
A108	MENS HC	PC1	CB1	CT1	CT1 / PT2	CT1 / PT2	CT1 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A109	LADIES	PC1	CB1	CT2 / PT2	CT2 / PT2	CT2 / PT2	CT2 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A110	LADIES HC	PC1	CB1	CT2	CT2 / PT2	CT2 / PT2	CT2 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A111	LADIES WC	PC1	CB1	CT2	CT2 / PT2	CT2 / PT2	CT2 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A112	DISH WASH	C1	C1	FRP1	FRP1	FRP1	FRP1	ACT1	
A113	ICE / JAN	C1	C1	FRP1	FRP1	FRP1	FRP1	ACT1	
A114	PREP	C1	C1	FRP1	FRP1	FRP1	FRP1	ACT1	
A115	COOLER	C1	C1	FACTORY	FACTORY	FACTORY	FACTORY	FACTORY	
A116	FREEZER	C1	C1	FACTORY	FACTORY	FACTORY	FACTORY	FACTORY	
A117	KITCHEN	C1	C1	CT4	FRP1	FRP1	FRP1	ACT1	PROVIDE CT4 ON ALL WALLS VISIBLE FROM DINING AREA
A118	SERV	C1	C1	CT4	CT4	CT4	CT4	ACT1	
A119	MECH	EXISTING	N/A	GYP. BD. - PTD.	GYP. BD. - PTD.	GYP. BD. - PTD.	GYP. BD. - PTD.	GYP. BD. - PTD.	2- HOUR RATED MECHANICAL ENCLOSURE
A801	LOBBY	EX. PAVERS	N/A	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. / PT3	
A802	LOGGIA	EX. PAVERS	N/A	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. / PT3	
A803	DINING	EX. PAVERS	N/A	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	N/A	
A804	TASTING	EX. PAVERS	N/A	PAINTED STUCCO	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. PTD. STUCCO	EXIST. / PT3	
A805	BAR	EX. PAVERS	N/A	CT3	CT3	CT3	CT3	EXIST. / PT3	
A806	BACK BAR	C1	C1	FRP2	FRP2	FRP2	FRP2	EXIST. / PT3	
A807	KEG COOLER	C1	C1	FACTORY	FACTORY	FACTORY	FACTORY	FACTORY	
A808	FOOD PREP	C1	C1	FRP1	FRP1	FRP1	FRP1	ACT1	
A809	CORR.	PC1	N/A	WD1 / PT1	WD1 / PT1	WD1 / PT1	WD1 / PT1	WD1	
A810	MENS	PC1	CB1	CT1 / PT2	CT1 / PT2	CT1 / PT2	CT1 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A811	MEN HC	PC1	CB1	CT1 / PT2	CT1 / PT2	CT1 / PT2	CT1 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A812	LADIES	PC1	CB1	CT2 / PT2	CT2 / PT2	CT2 / PT2	CT2 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A813	LADIES WC	PC1	CB1	CT2 / PT2	CT2 / PT2	CT2 / PT2	CT2 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A814	LADIES HC	PC1	CB1	CT2 / PT2	CT2 / PT2	CT2 / PT2	CT2 / PT2	PT2	TILE WAINSCOT TO 5' - PAINT ABOVE
A815	STOR	PC1	VB1	PT2	PT2	PT2	PT2	PT2	

SCHEDULE NOTES:

1. REFER TO WALL DETAILS FOR FURTHER INFORMATION REGARDING HEIGHTS AND MATERIALS.

GYPSUM BOARD FINISH:

1. FINISH EXPOSED TO VIEW TO BE LEVEL 4.
2. FINISH BEHIND WOOD PANELING TO BE TAPED ONLY.

3 **FOOD PREPARATION AND STORAGE, DISHWASHING, RESTROOMS, DRY FOOD STORAGE, AND BAR AREAS ARE SCHEDULED TO RECEIVE PAINT:**

1. PROVIDE WASHABLE PAINT.

GENERAL FINISH NOTES:

1. INSTALL MATERIALS ACCORDING TO MANUFACTURER INSTRUCTIONS AND RECOMMENDATIONS, AND IN COMPLIANCE WITH FL BUILDING CODE.
2. ALL FINISHES TO BE CLASS "C" AS OUTLINED UNDER TABLE 803.11 OF THE FBC.
3. ALL CEILING FRAMING, SUB-FLOOR, AND PLYWOOD SHALL BE FIRE RETARDANT TREATED FOR TYPE 1B CONSTRUCTION
4. PROVIDE COPIES OF MAINTENANCE INFORMATION AND MANUFACTURERS' WARRANTIES FOR ALL PRODUCTS.
5. SUBMIT SHOP DRAWINGS AND TWO PHYSICAL SAMPLES OF MATERIALS FOR INTERIOR DESIGNER'S REVIEW, PRIOR TO PURCHASE, FABRICATION, AND INSTALLATION.
6. ITEMS THAT LIST COLOR OR STYLE TBD, WILL BE SELECTED FROM THE MANUFACTURER'S FULL LIST OF OPTIONS.
7. SCHEDULE NORTH REFERS TO PLAN NORTH (TOP OF SHEET) FOR FINISH SCHEDULE. TYPICAL, UNLESS NOTED OTHERWISE.

JDA
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13890 N. Branch Rd. Sarasota, FL 34240
Tel: 941.544.4119
James@JDArchLLC.com

Consultant

Project

OAK & STONE RESTAURANT
1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001
SCHEDULES, WALL TYPES, AND DETAILS

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18
3	ADD 04	12.07.18

Seal

STATE OF FLORIDA · JAMES M. DICKASON · AR0014656 · REGISTERED ARCHITECT

James M. Dickason
AR0014656

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

CONSTRUCTION DOCUMENTS

Sheet No.

A7.1

Originals printed @ 24" x 36"
Do not scale drawing

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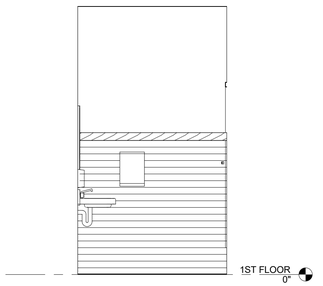
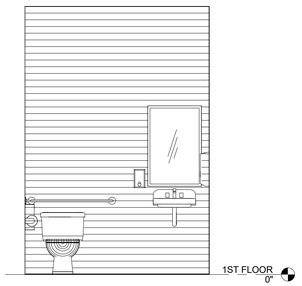


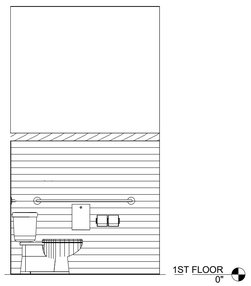
RESTROOM ELEVATION | 5D

3/8" = 1'-0"



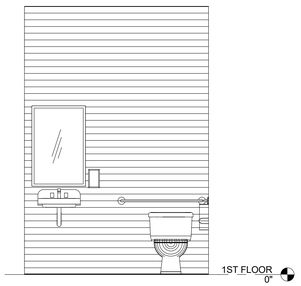
RESTROOM ELEVATION | 5C

3/8" = 1'-0"



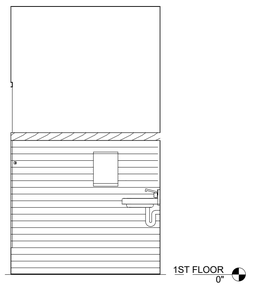
RESTROOM ELEVATION | 4D

3/8" = 1'-0"



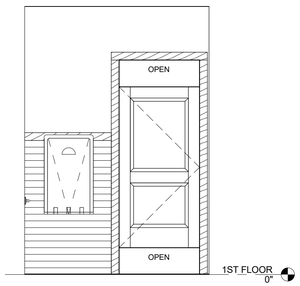
RESTROOM ELEVATION | 4C

3/8" = 1'-0"



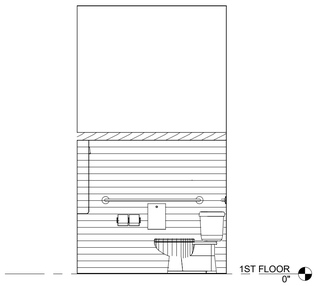
RESTROOM ELEVATION | 4B

3/8" = 1'-0"



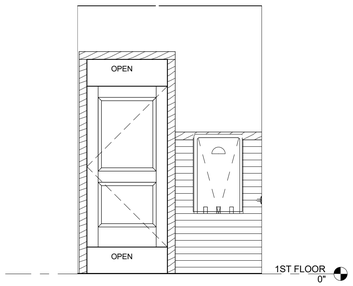
RESTROOM ELEVATION | 4A

3/8" = 1'-0"



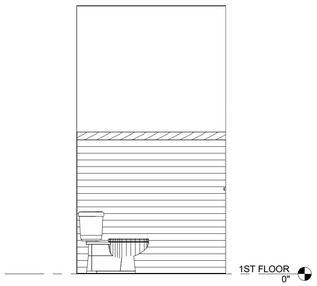
RESTROOM ELEVATION | 5B

3/8" = 1'-0"



RESTROOM ELEVATION | 5A

3/8" = 1'-0"



RESTROOM ELEVATION | 3D

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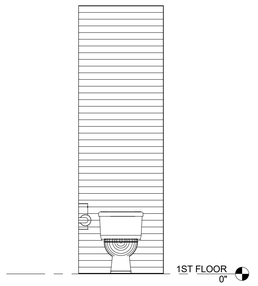
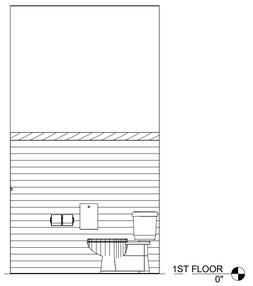


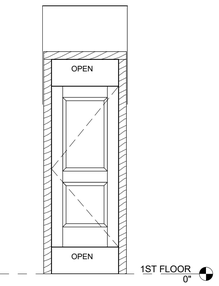
RESTROOM ELEVATION | 3C

3/8" = 1'-0"



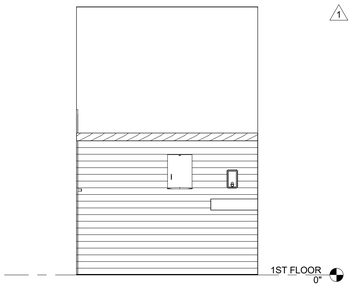
RESTROOM ELEVATION | 3B

3/8" = 1'-0"



RESTROOM ELEVATION | 3A

3/8" = 1'-0"



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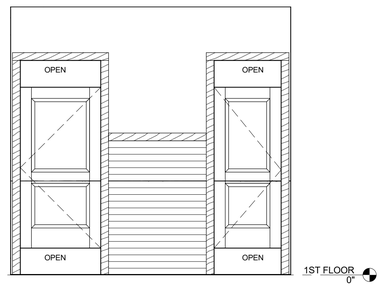
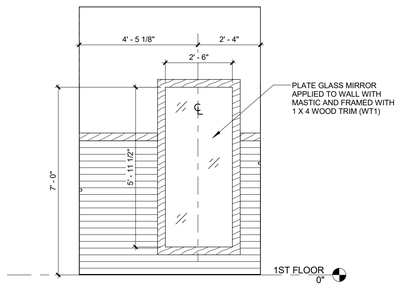


RESTROOM ELEVATION | 2C

3/8" = 1'-0"



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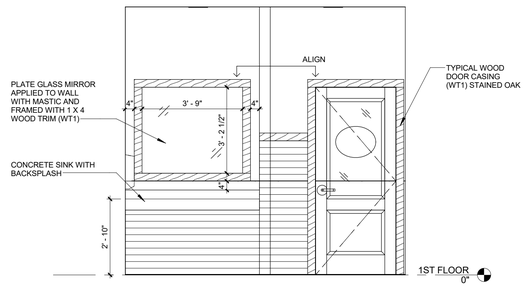

RESTROOM ELEVATION | 2A

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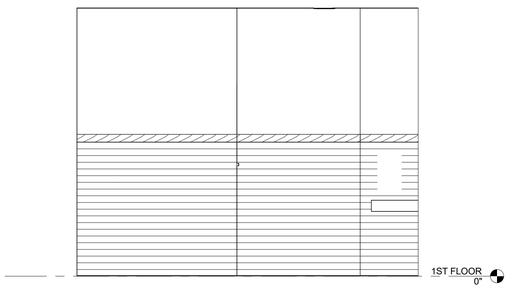

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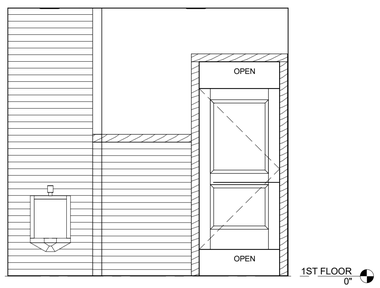

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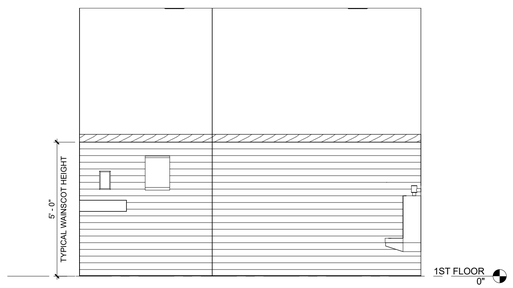

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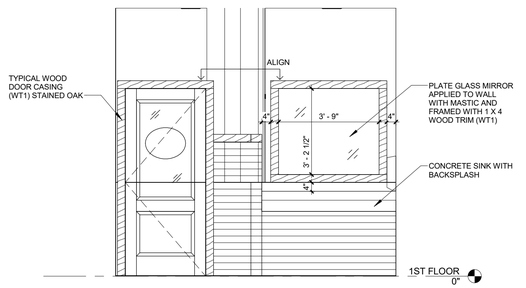


RESTROOM ELEVATION | 1A

3/8" = 1'-0"

JDA
James Dickason Architecture, LLC
13890 N. Branch Rd. Sarasota, FL 34240
Tel: 941.544.4119
James@JDArchLLC.com

Consultant

Project

OAK & STONE RESTAURANT
1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001
RESTROOM ELEVATIONS

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18
3	ADD 04	12.07.18

Seal

STATE OF FLORIDA
JAMES M. DICKASON
AR0014656
REGISTERED ARCHITECT

James M. Dickason
AR0014656

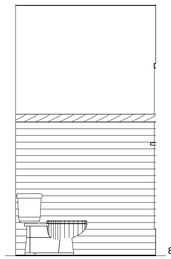
"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

CONSTRUCTION DOCUMENTS

Sheet No.

A8.1

Originals printed @ 24" x 36"
Do not scale drawing



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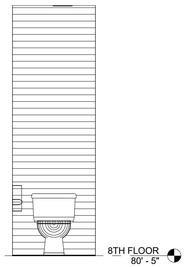

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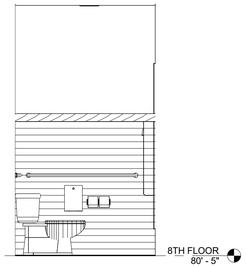

RESTROOM ELEVATION | 9D

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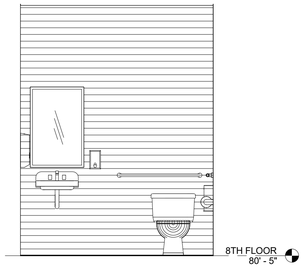

RESTROOM ELEVATION | 9C

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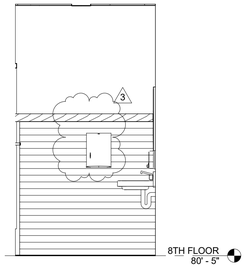

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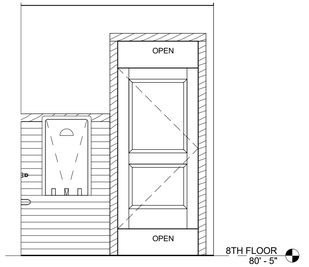

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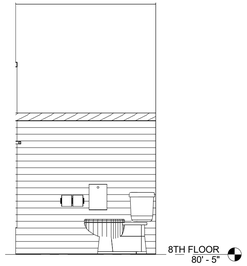

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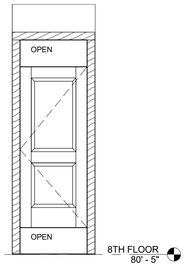

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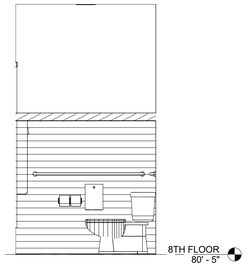

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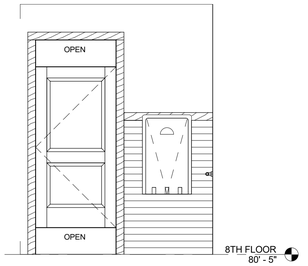

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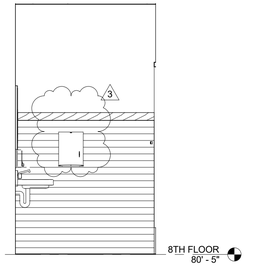

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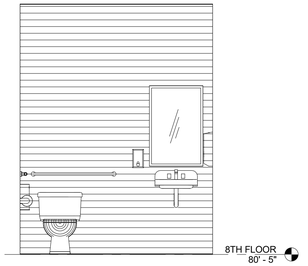

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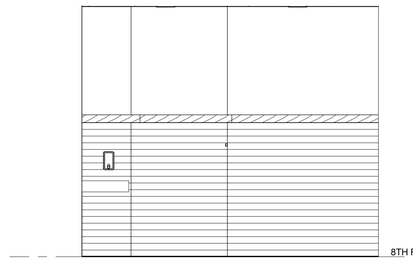

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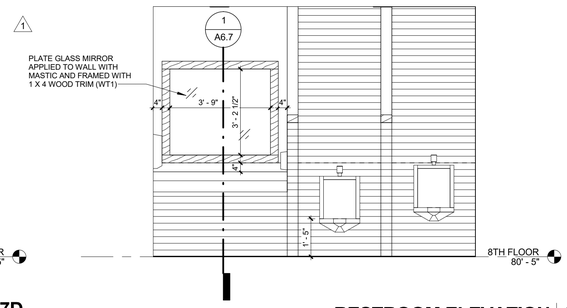

RESTROOM ELEVATION | 7C

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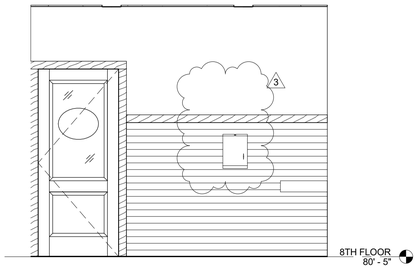

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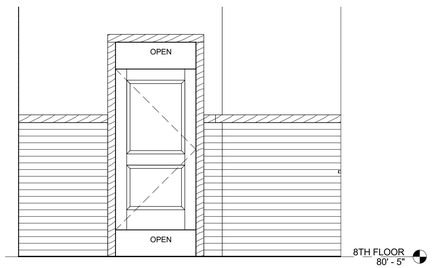

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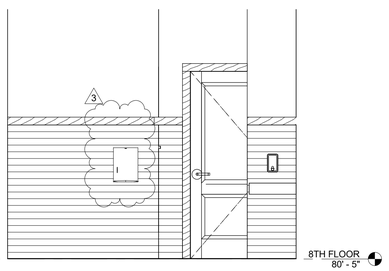

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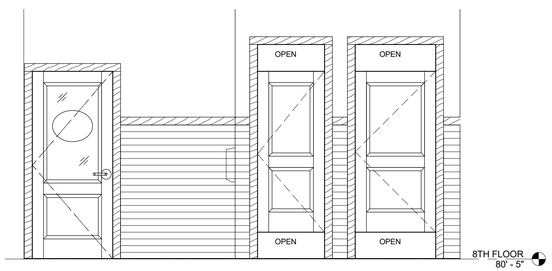

RESTROOM ELEVATION | 6C

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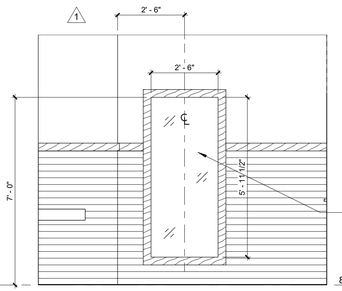

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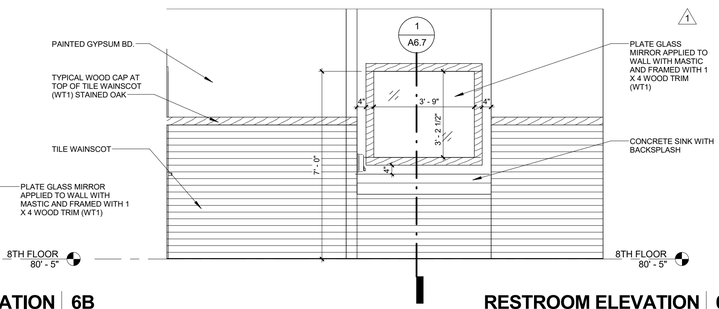

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JDA
James Dickason Architecture, LLC
13890 N. Branch Rd. Sarasota, FL 34240
Tel: 941.544.4119
James@JDArchLLC.com

Consultant

Project

OAK & STONE RESTAURANT
1201 1ST AVENUE WEST
BRADENTON, FLORIDA 34205
PARCEL ID: 3325500001

RESTROOM ELEVATIONS

Project No.	18001
Drawn By	JMD
Checked By	JMD
Issue Date	06.29.18

Revisions

1	ADD 01	08.24.18
2	ADD 02	08.30.18
3	ADD 04	12.07.18

Seal

STATE OF FLORIDA
JAMES M. DICKASON
AR0014656
REGISTERED ARCHITECT

James M. Dickason
AR0014656

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

CONSTRUCTION DOCUMENTS

Sheet No.

A8.2

Originals printed @ 24" x 36"
Do not scale drawing

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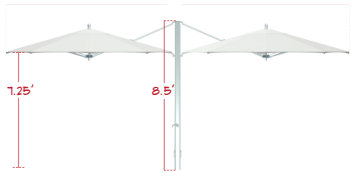


UMBRELLAS



CONCRETE PLANTERS
18" X 48" X 36" TALL

DISTANCE BETWEEN TABLES 19"

DISTANCE BETWEEN TABLES AND PLANTERS 18"

"DINING AREA" 47' X 8'6"
INCLUDING PLANTERS
SQUARE FOOTAGE 399.5

OAK & STONE

CRAFT BEER • ARTISAN PIZZA

SIDEWALK DINING PLAN

CHARGING STATION

PROPERTY LINE

PATH OF ACCESSIBLE EGRESS FROM BUILDING

PEDESTRIAN PATH

PEDESTRIAN PATH

4'

6' 10"

19"

18"

47'

5'1"

36"

ART WALL

CONC. PLANTER

12TH STREET WEST
OLD MAIN STREET

N

0 4 8 16 24

CITY OF BRADENTON

DEVELOPMENT REVIEW COMMITTEE
COMMENT SHEET

Application # PM.23.4649
Pre-App/ DRC Date: 11/21/2023
Project Name: Oak & Stone Outdoor Seating
Project Address: 1201 1ST AVE W

This is only a preliminary review that is meant to provide guidance prior to the formal application review process for applicable permits.

PLANNING DEPARTMENT

Zoning: Form Based Code_T5 (Urban Center)

Future Land Use: URBCORE (Urban Core)

1. This site is located in the Form Based Code Area and will require a Special Use permit. Due to the application type, public hearing will be required, along with approval from Planning Commission & City Council

   ***City Council is rightfully able to limit number of "sidewalk cafes" providing alcoholic beverages

2. The maintained pedestrian ROW shows as 5'7"/7ft but 9' sidewalks are required; FBC adjustment application required to operate within this ROW

3. On Site Plan please note the distance between tables, the distance between the tree wells/tree planters, the overall dimension of the outdoor area including square footage, and the pedestrian circulation pattern

4. Please provide an updated Site Plan with measurements of proposed or additional planters, SF of dining area & distance between tables

5. Clear pedestrian access needs to be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety of pedestrians & traffic circulation

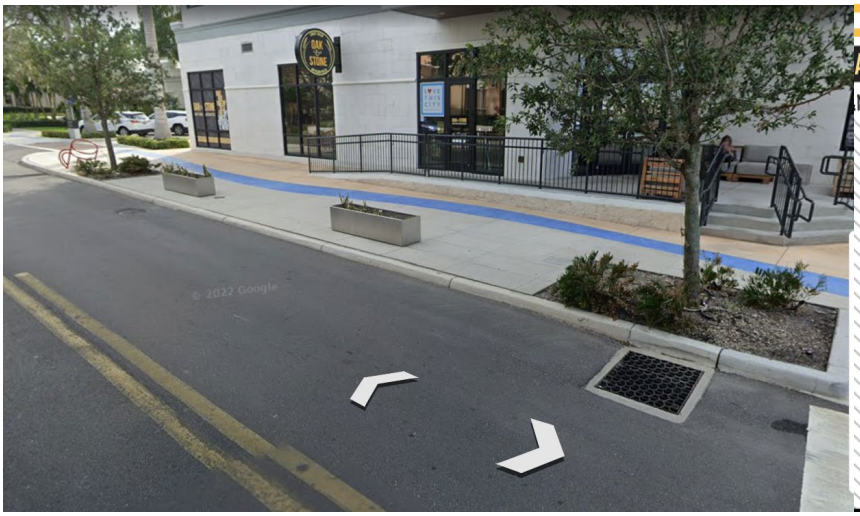
6. Per the comments of the nightly removal of furniture, we advise the removal of furniture during closed business hours out of public view

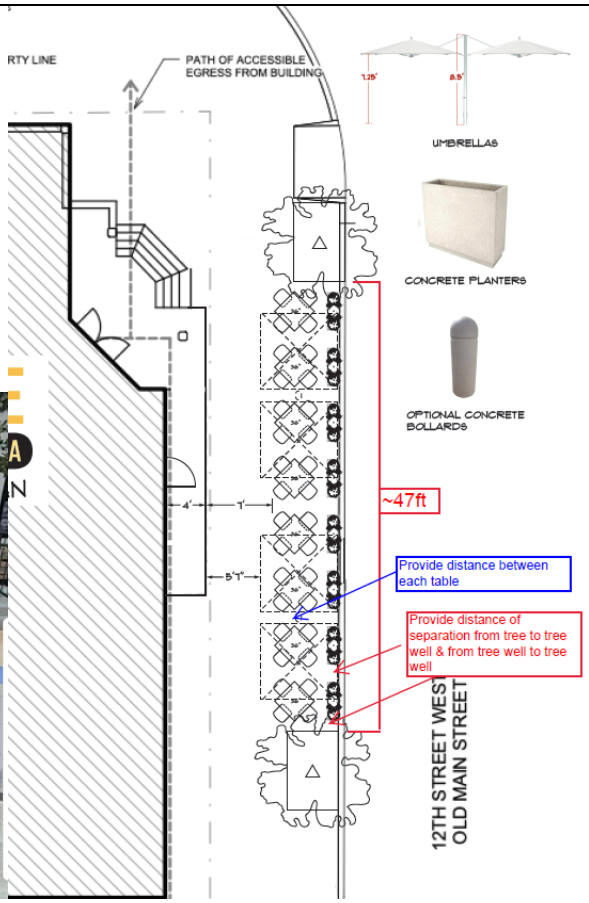
7. An Indemnity Agreement provided by the PCD signed & provided by the owner along with proof of public liability insurance approved by the city attorney will need to be submitted

8. A new/modified State of Florida Alcoholic Beverage License must also be submitted that specifically indicates the proposed sidewalk area that will be part of the updated official licensed area

9. **Reminder**: A complete Special Use application will need to be submitted to the City by November 29th, if a Planning Commission Hearing date of December 20th is anticipated

10. **Recommendation**: Rectangular tables with table & seating parallel to the curb





PUBLIC WORKS DEPARTMENT

1. What adequate assurance do we have or will you be providing that the 5'-7" walking path will have no blockage or obstructions? Will this be adequate for Florida's ADA requirements? To comply with the ADA, restaurants taking advantage of outdoor spaces must provide a travel path that lacks obstacles that make it difficult for those with mobility issues to get to the business or take advantage of its services.
2. What is the width of the umbrella canopy? (Umbrellas dimensions to be noted on plan)
3. What are the heights of the concrete planters being proposed?
4. How tall are tables? Accessible tables are expected to be 36" wide, and at least 34 inches surface height.
5. A City ROW Use Permit will be required.
6. Are existing planters to be removed?
7. The method of mounting anything to the sidewalk will be required as part of the ROW Permit submittal.
8. Need assurance defined area for outdoor seating will not migrate out into pedestrian ROW

BUILDING DEPARTMENT

1. No comments

FIRE DEPARTMENT

1. The main concern is the safety of the customers as well as not blocking access to the sidewalk.

CITY SURVEYOR:

1. No comments

POLICE

1. It is recommended if dining is permitted on the public sidewalk, the dining should be positioned against the existing railing. The positioning of the tables against the building will serve as greater territorial reinforcement rather than splitting the sidewalk.
2. It would be recommended (if space provides) that a short 2'-3' decorative fence be extended around the proposed seating area for greater territorial reinforcement.
3. The applicant should be aware that dining and seating along public sidewalks can be problematic if pedestrians cause distractions or unfavorable interactions while walking along the public portion of the sidewalks which may lead to unfavorable dining experiences.

Comments

- Based on similar experiences with exterior dining/frequent complaints of outdoor noise is a concern for the proposed request
- If putting tables on sidewalk near curb, there is a concern for safety hazard due to bypassing traffic with minimal/no buffer from curb and placement of seating; placement against wall/rail allows for a additional 5-7' buffer for safety

OTHER COMMENTS

1. **Code Enforcement:** No comments provided
2. **CRA:** Provide confirmation if the Action Team from the CRA will be requested to maintain the planters proposed on-site or if the owner will assume responsibility

NEXT STEPS

1. Submit Special Use Application and accompanying materials by November 29th for the December 20th Planning Commission hearing. If application is incomplete, the project will be placed on a later Planning Commission date.

   If the Special Use is approved, apply for Form Based Code Adjustment for the pedestrian area width and Right of Way permits for the installation of umbrellas.

Attachments:

- Contact List
- PW Documents
- Special Use Application

City of Bradenton
Development Review Committee (DRC) Contacts

Public Works (Utilities, Streets, Drainage)
- Tim Hochuli, P.E: timothy.hochuli@bradentonfl.gov / 941-932-9492

Planning
- Robin Singer: robin.singer@bradentonfl.gov / 941-932-9408
- Greg DeLong: greg.delong@bradentonfl.gov / 941-932-9403
- Jamie Schindewolf: jamie.schindewolf@bradentonfl.gov / 941-932-9426
- Isabell DeJesus isabell.dejesus@bradentonfl.gov / 941-932-9409
-Monica Friedl monica.friedl@bradentonfl.gov / 941-932-9422

Community Redevelopment Agency (CRA)
- Jeff Burton: jeff.burton@bradentonfl.gov / 941-932-9486
- Chris Munyon: christopher.munyon@bradentonfl.gov / 941-932-9488
- Karen Kyser: karen.kyser@bradentonfl.gov / 941-932-9440

Building
- Patrick Wenzel: patrick.wenzel@bradentonfl.gov / 941-932-9404
- Tamra Tornai: tamra.tornai@bradentonfl.gov / 941-932-9405

Fire
- Chris Melser: christopher.melser@bradentonfl.gov / 941-932-9627

City Surveyor
- David Cronkhite: david.cronkhite@bradentonfl.gov / 941-462-1984

Code Enforcement
- Volker Reiss: volker.reiss@bradentonfl.gov / 941-932-9402

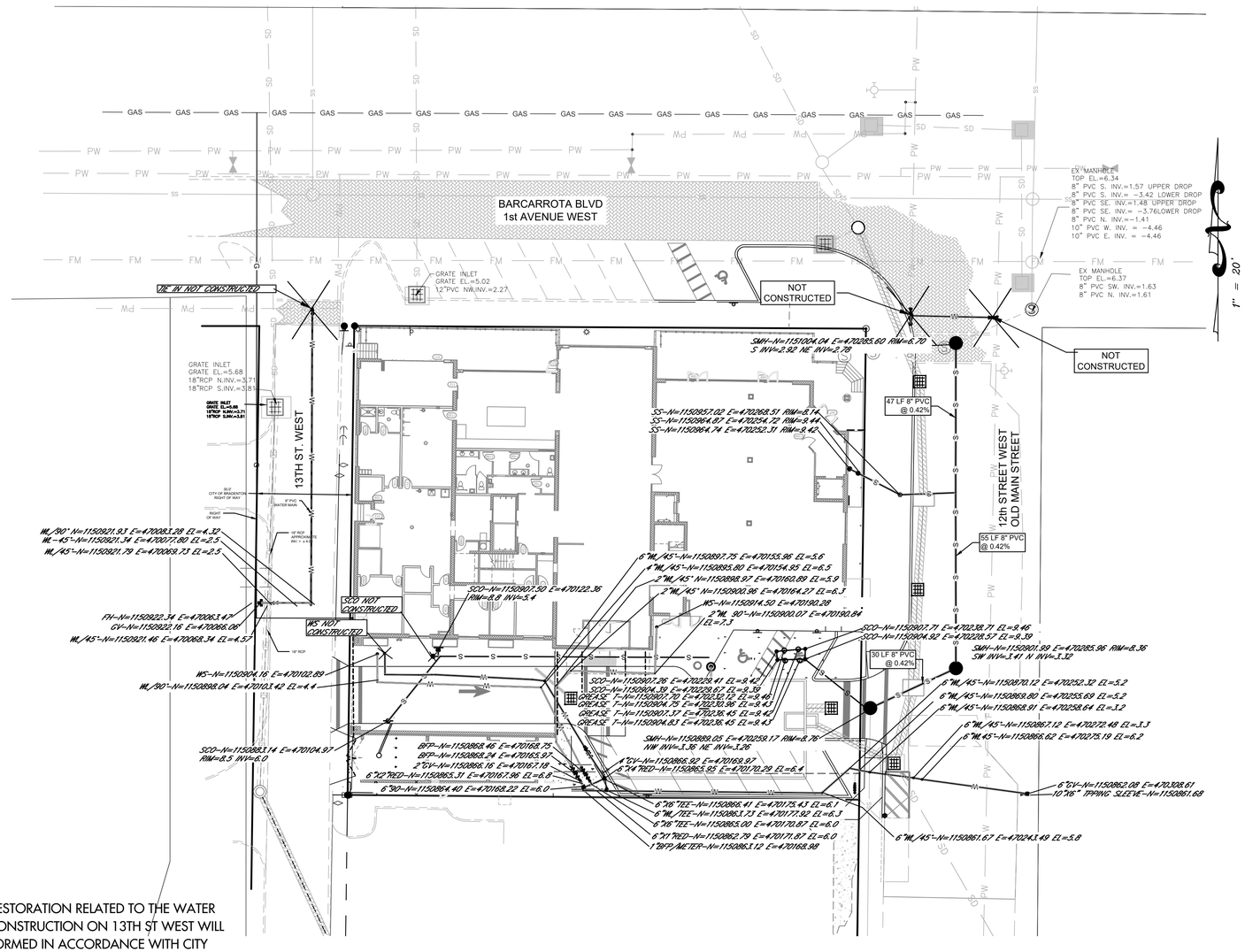
Police
- Aaron Pilant: aaron.pilant@bradentonpd.com

Public Health - Florida Department of Health
- Barbara Will, Environmental Supervisor: 941-714-7585

Plan review, health inspection and licensing:
Department of Business & Professional Regulation, Division of Hotels & Restaurants,
1940 North Monroe Street, Tallahassee, FL 32399-1011, Ph: 850-487-1395.
http://www.myfloridalicense.com/dbpr/hr/index.html

Manatee County Schools

- Pamela (Pam) Miller: Miller2p@manateeschools.net / 941-708-8800 EXT 44223

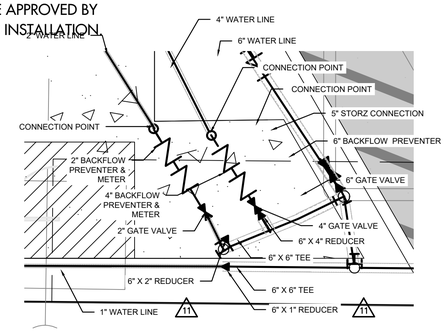


NOTE

ROAD RESTORATION RELATED TO THE WATER MAIN CONSTRUCTION ON 13TH ST WEST WILL BE PERFORMED IN ACCORDANCE WITH CITY SPECIFICATIONS.

THIS PLAN APPROVAL IS ONLY FOR THE WORK ASSOCIATED WITH THE WATER MAIN CONSTRUCTION ON 13TH ST WEST.

ANY ADJUSTMENTS TO THE PROPOSED FIRE HYDRANT LOCATION SHALL BE APPROVED BY THE CITY INSPECTOR PRIOR TO INSTALLATION.



INSERT 1

SCALE 1"=4'

NOTE

* CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES BEFORE CONSTRUCTION IS TO COMMENCE.

LEGEND

- CONC. WALK/DRIVE
- ASPHALT PAVEMENT
- PROPOSED BUILDING
- SETBACK
- EXISTING PROPERTY LINE
- EXISTING SIDEWALK
- PW — EX. WATER MAIN
- SS — EX. SANITARY LINE
- SD — EX. STORM PIPE
- FM — EX. FORCE MAIN
- GAS — EX. GAS MAIN
- GI - GRATE INLET PER MANATEE COUNTY SPECIFICATIONS
- JB - JUNCTION BOX PER MANATEE COUNTY SPECIFICATIONS
- CS- CONTROL STRUCTURE
- MATCH EXISTING GRADE APPROXIMATE GRADE
- TOP OF CURB EDGE OF PAVEMENT
- PROPOSED GROUND ELEVATION
- PROPOSED WATER LINE
- PROPOSED SANITARY LINE
- PROPOSED STORM PIPE

SECTION G-G

SCALE V: 1"=2'
H: 1"=20'

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORD DRAWINGS OF THE UTILITIES SHOWN, SUPERIMPOSED UPON THE DESIGN CONSTRUCTION PLANS ARE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON OBSERVED IMPROVEMENTS, A TRUE AND CORRECT REPRESENTATION OF THE IMPROVEMENTS AS SHOWN.

ZNS ENGINEERING, L.C.
P.O. BOX 9448
BRADENTON, FLORIDA 34206

DONALD A. BOUCHARD JR. P.S.M.#6173

DATE OF FIELD WORK : 04/26/19 DATE OF CERTIFICATION : 05/21/19

ENGINEER'S CERTIFICATE

I, THE UNDERSIGNED PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND BASED ON THE CERTIFICATION PROVIDED BY THE SURVEYOR OF RECORD, THE IMPROVEMENTS DEPICTED HEREON HAVE BEEN CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS. THE UNDERSIGNED ENGINEER IS NOT CERTIFYING THE ACCURACY OF THE DRAWINGS PREPARED BY THE SURVEYOR.

ZNS ENGINEERING, L.C.
201 5th AVENUSE DRIVE EAST
BRADENTON, FLORIDA 34208

JEB C. MULOCK P.E.#64692

DATE OF CERTIFICATION :

REVISIONS
8 RFI #197 REVISED WATER MAIN & ADDED FIRE HYDRANT — R. MOORE 10/24/2017
9 ADDED WATER MAIN & ADDED FIRE HYDRANT — 6/14/2018
10 ADDED WATER METER LOCATION — 6/20/2018
11 PER COR COMMENTS — 7/30/2018
12 ADDED 6" GATE VALVE AT MAIN SOUTH — 8/03/2018
13 DUMPSTER PAD
14

JEB C. MULOCK
PROFESSIONAL ENGINEER #64692

SIGNATURE

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LANDSCAPE ARCHITECTS
LC-26000160
201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM | TELEPHONE 941.748.8080 | FAX 941.748.3316

REVISIONS
1 REVISED TO CITY OF BRADENTON COMMENTS — R. MOORE 10.26.2016
2 ARPA REVISED FOR TRANSFORMER PAD — 4/21/2017
3 ADDED GREASE TRAPS — 6/21/2017
4 REVISED WATER METER LOCATION — 6/20/2018
5 RECORD DRAWING — 8/10/17
6 — 7/31/20
7 —

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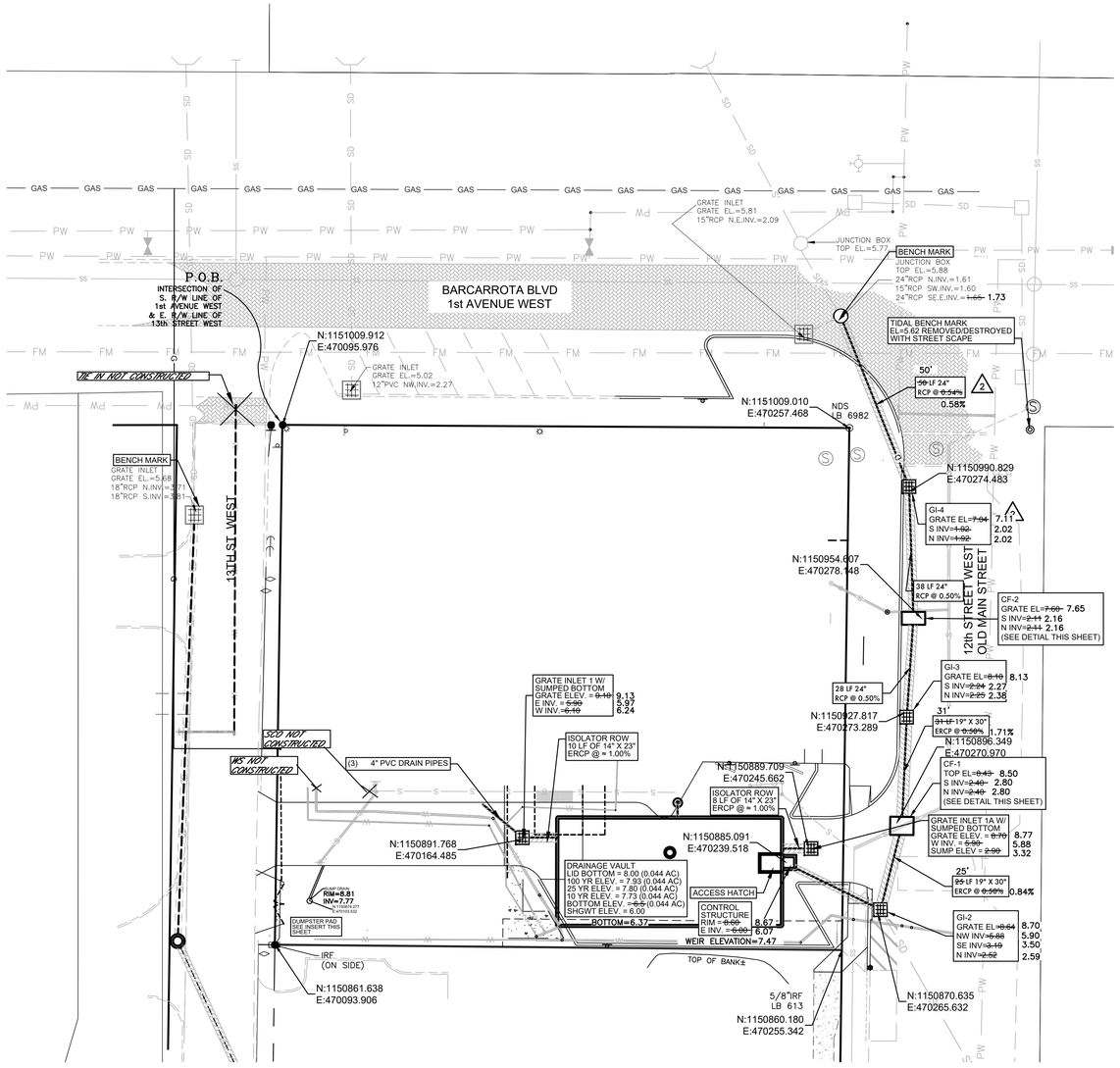
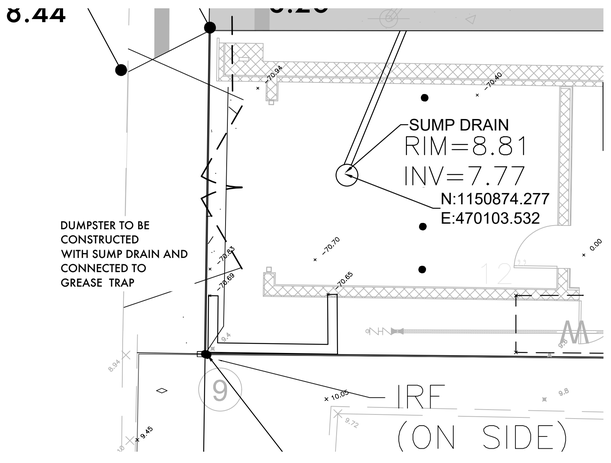
UTILITY PLAN
FOR:
SPRINGHILL SUITES

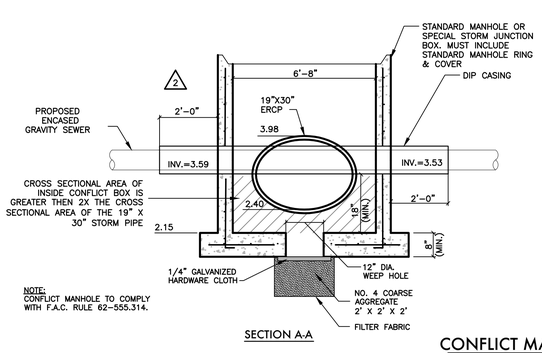
LOCATED IN:
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED J. MULOCK
DRAWN R. MOORE
DATE 06.2016
JOB NO. 44180
SCALE 1"=20'

SHEET 09

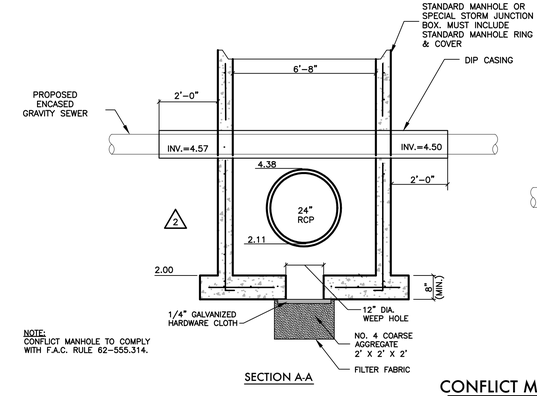






CONFLICT MANHOLE CF-1

N.T.S.



CONFLICT MANHOLE CF-2

N.T.S.

LEGEND

- CONC. WALK/DRIVE
- ASPHALT PAVEMENT
- PROPOSED BUILDING
- SETBACK
- EXISTING PROPERTY LINE
- EXISTING SIDEWALK
- PW — EX. WATER MAIN
- SS — EX. SANITARY LINE
- SD — EX. STORM PIPE
- FM — EX. FORCE MAIN
- GAS — EX. GAS MAIN
- EX. GRATE INLET
- GI - GRATE INLET PER MANATEE COUNTY SPECIFICATIONS
- JB - JUNCTION BOX PER MANATEE COUNTY SPECIFICATIONS
- CS- CONTROL STRUCTURE
- MT-05 (25.50) MATCH EXISTING GRADE APPROXIMATE GRADE
- 28.00 25.50 TOP OF CURB EDGE OF PAVEMENT
- 25.50 PROPOSED GROUND ELEVATION
- W — PROPOSED WATER LINE
- S — PROPOSED SANITARY LINE
- PROPOSED STORM PIPE

20 10 0 20 40
GRAPHIC SCALE IN FEET

RECORD DRAWING

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORD DRAWINGS OF THE UTILITIES SHOWN, SUPERIMPOSED UPON THE DESIGN CONSTRUCTION PLANS ARE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON OBSERVED IMPROVEMENTS, A TRUE AND CORRECT REPRESENTATION OF THE IMPROVEMENTS AS SHOWN.

ZNS ENGINEERING, L.C.
P.O. BOX 9448
BRADENTON, FLORIDA 34206

Donald A. Bouchard Jr.
DONALD A. BOUCHARD JR. P.S.M.#6173

DATE OF FIELD WORK : 04/26/19 DATE OF CERTIFICATION : 05/21/19

ENGINEER'S CERTIFICATE

I, THE UNDERSIGNED PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND BASED ON THE CERTIFICATION PROVIDED BY THE SURVEYOR OF RECORD, THE IMPROVEMENTS DEPICTED HEREON HAVE BEEN CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS. THE UNDERSIGNED ENGINEER IS NOT CERTIFYING THE ACCURACY OF THE DRAWINGS PREPARED BY THE SURVEYOR.

ZNS ENGINEERING, L.C.
201 5th AVENUSE DRIVE EAST
BRADENTON, FLORIDA 34208

JEB C. MULOCK P.E.#64692

DATE OF CERTIFICATION :

JEB C. MULOCK
PROFESSIONAL ENGINEER #64692
SIGNATURE

ZNS ENGINEERING
ENGINEERS PLANNERS| SURVEYORS
LANDSCAPE ARCHITECTS
CERTIFICATE OF AUTHORIZATION #27000
201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM | TELEPHONE 941.748.8080 | FAX 941.748.3316

REVISIONS	
1 REVISED TO CITY OF BRADENTON COMMENTS	R. MOORE 10.26.2016
2 REVISED STORM SEWER AND ADDED CL-2	12/07/2016
3 ENLARGED STORM WATER VAULT	12/07/2016
4 ENLARGED SIDEWALK	12/07/2016
5 ASR REVISED FOR TRANSFORMER PAD	5/31/2017
6 MOVED ROOF DRAIN CONNECTION	06/21/2017
7 RECORD DRAWING REVISION PER C.O.B.	01/8/2020

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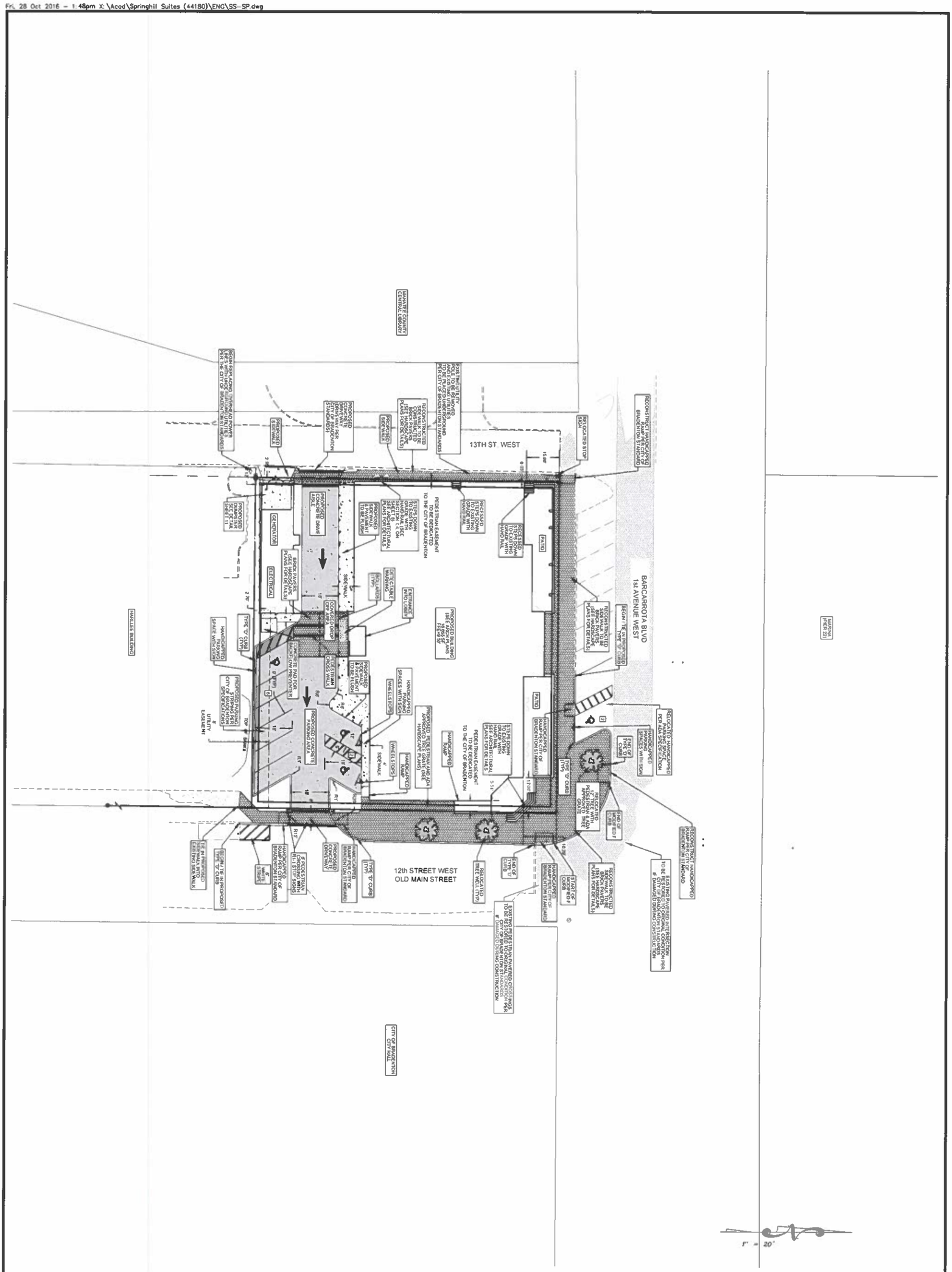
DRAINAGE & GRADING PLAN
FOR:
SPRINGHILL SUITES
LOCATED IN:
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED - MULOCK
DRAWN - R. MOORE
DATE — 08.2016
JOB NO. — 44180
SCALE — 1" = 20'
SHEET — 07



DESIGNED J. MADOCK
DRAWN R. MOORE
DATE 08.2016
JOB NO. 44180
SCALE 1" = 20'
SHEET SP

SITE PLAN
FOR
SPRINGHILL SUITES

LOCATED IN:
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

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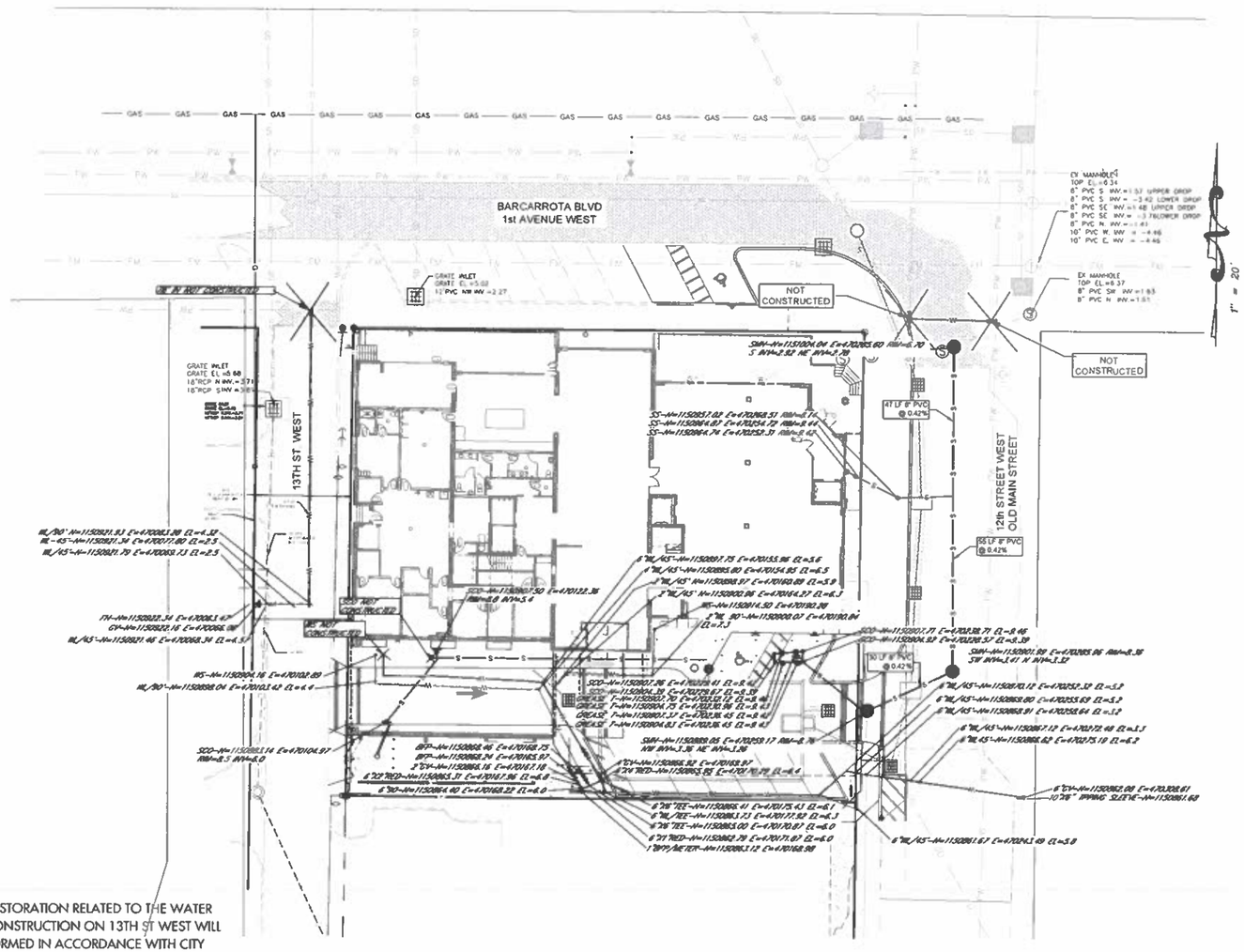
REVISIONS
1 REVISED TO CITY OF BRADENTON COMMENTS R. MOORE 10.26.2016
2
3
4
5
6
7

ZNS ENGINEERING
ENGINEERS PLANNERS SURVEYORS
LANDSCAPE ARCHITECTS
201 3th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL ZNS@ZNSENG.COM | TELEPHONE 941.748.8080 | FAX 941.748.3216

JEB C. MULOCK
PROFESSIONAL ENGINEER #64892
SIGNATURE

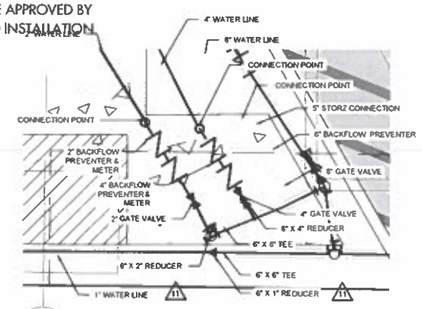


NOTE

ROAD RESTORATION RELATED TO THE WATER MAIN CONSTRUCTION ON 13TH ST WEST WILL BE PERFORMED IN ACCORDANCE WITH CITY SPECIFICATIONS.

THIS PLAN APPROVAL IS ONLY FOR THE WORK ASSOCIATED WITH THE WATER MAIN CONSTRUCTION ON 13TH ST WEST.

ANY ADJUSTMENTS TO THE PROPOSED FIRE HYDRANT LOCATION SHALL BE APPROVED BY THE CITY INSPECTOR PRIOR TO INSTALLATION.



INSERT 1
SCALE 1"=5'

NOTE

* CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES BEFORE CONSTRUCTION IS TO COMMENCE.

LEGEND

- CONC WALK/DRIVE
- ASPHALT PAVEMENT
- PROPOSED BUILDING
- SETBACK
- EXISTING PROPERTY LINE
- EXISTING SIDEWALK
- EX. WATER MAIN
- EX. SANITARY LINE
- EX. STORM PIPE
- EX. FORCE MAIN
- EX. GAS MAIN
- EX. GRATE INLET
- GI - GRATE INLET PER MANATEE COUNTY SPECIFICATIONS
- JB - JUNCTION BOX PER MANATEE COUNTY SPECIFICATIONS
- CS- CONTROL STRUCTURE
- MATCH EXISTING GRADE APPROXIMATE GRADE
- TOP OF CURB EDGE OF PAVEMENT
- PROPOSED GROUND ELEVATION
- PROPOSED WATER LINE
- PROPOSED SANITARY LINE
- PROPOSED STORM PIPE

SECTION G-G

SCALE V 1"=2'
H 1"=20'

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORD DRAWINGS OF THE UTILITIES SHOWN, SUPERIMPOSED UPON THE DESIGN CONSTRUCTION PLANS ARE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON OBSERVED IMPROVEMENTS, A TRUE AND CORRECT REPRESENTATION OF THE IMPROVEMENTS AS SHOWN.

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P.O. BOX 9448
BRADENTON, FLORIDA 34206

Donald A. Bouchard Jr.
DONALD A. BOUCHARD JR. P.S.M.#6173

DATE OF FIELD WORK : 04/25/19 DATE OF CERTIFICATION : 05/21/19

ENGINEER'S CERTIFICATE

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ZNS ENGINEERING, L.C.
201 5th AVENUSE DRIVE EAST
BRADENTON, FLORIDA 34208

JEB C. MULOCK P.E.#64692

DATE OF CERTIFICATION :

REVISIONS
1 REVISED PER MSTA, WAT. & SEWER DEPT. COMMENTS 10/4/2019
2 REVISED PER MSTA, WAT. & SEWER DEPT. COMMENTS 11/1/2019
3 ADDED GRADE TEMPS 11/7/2019
4 REVISED WATER LOCATION AND GRADE TEMPS 11/21/2019
5 REVISED PER CITY COMMENTS 1/29/2020
6 REVISED PER CITY COMMENTS 4/27/2020
7 REVISED PER CITY COMMENTS 5/21/2020

JEB C. MULOCK #64692
PROFESSIONAL ENGINEER
SIGNATURE

ZNS ENGINEERING
ENGINEERS PLANNERS SURVEYORS
LANDSCAPE ARCHITECTS
(A MANATEE COMPANY)
201 5th AVENUE DRIVE EAST BRADENTON FL 34208
E-MAIL ZNS@ZNSENG.COM | TELEPHONE 941.748.8080 | FAX 941.748.3316

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UTILITY PLAN
FOR:
SPRINGHILL SUITES
LOCATED IN:
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED J.MULOCK
DRAWN J. MULOCK
DATE 08.2019
JOB NO 4418.0
SCALE 1"=20'
SHEET

Mon, 11 May 2020 - 2:04pm X:\Acad\Springhill Suites (4418.0)\REC-DWG\SS-WS.dwg

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
January 10, 2024

Staff Report

Case Number:	SU.23.4849
Applicant:	Amanda Hessein, Rutledge Ecenia, PA (agent)
Address:	1201 1st Avenue West
Parcel ID:	3325500001
Current Zoning:	T5 (Urban Center – Transect District)
Future Land Use:	URBCORE (Urban Core)
Flood Zone:	AE, X

Surrounding Property Zoning:

Current Zoning:	North: T5 (Urban Center – Transect District) South: T5 (Urban Center – Transect District) East: T6 (Urban Core – Transect District) West: T5 (Urban Center – Transect District)
Future Land Use:	North: UCBD (Urban Central Business District) South: URBCORE (Urban Core) East: URBCORE (Urban Core) West: URBCORE (Urban Core)

Amanda Hessein of Rutledge Ecenia PA, agent, has submitted a Special Use application requesting permission to allow a sidewalk café with alcohol sales at 1201 1st Avenue West, otherwise known as Oak and Stone.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 12th Street West (Old Main Street) and will be approximately 400 square feet in size. The submitted plans show eight tables with four seats each. The applicant has proposed umbrellas in the seating area, as shown on the plans. Additionally, planters will be present as a barricade from the street. If possible, planters will be added that match those currently located on the sidewalk; otherwise, eight new planters will be installed as a barrier between the café area and the street.

Based on the submitted site plan, there is a minimum of 5’-1” of traversable space for pedestrians to pass by the café area.

The subject property is located in the T5 Urban Center Transect District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café’s with greater than 20 seats are a permitted use. However, City Council approval may be required if

there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-O	T5	T6	SD
	T4-S					
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

The applicant presented the proposed project to the City's Development Review Committee (DRC) on 11/21/2023. Review comments can be found in the submitted application materials.

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

> 2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD

director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with

ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

4.3.11.5 *Application submittal*. An application package must be submitted with the following information:

a. A completed certificate of use application.
b. A site plan indicating the following:
    i. Name and address of proposed sidewalk café.
    ii. Address of restaurant.
    iii. Name of business owner.
    iv. Name of property owner.
    v. Existing interior seating capacity.
    vi. Total number of proposed outdoor tables, dimension of outdoor area including square footage, and pedestrian circulation pattern.
    vii. The relationship of the proposed sidewalk café to the adjacent buildings and entrances; the center line of the adjacent street if not located in a shopping center; any benches, fire hydrants or connections, building exits, landscaping, curbing, and parking meters.
    viii. Proposed hours of operation.
    ix. If alcoholic beverage service is proposed as part of the sidewalk café, then a new or modified State of Florida Alcoholic Beverage License must also be submitted, which indicates the proposed sidewalk area as part of the official licensed area. Any sidewalk café prior to obtaining a State of Florida Alcoholic Beverage License shall not be permitted to operate in such a capacity until proof of the state alcoholic beverage license is provided to the PCD director.

Compliance Overview with Land Use Regulations
Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

> 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
>
> 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
>
> 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

> 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
>
> Staff Response: It appears that the proposed use is suitable for the location.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed use.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new ingress and egress is proposed on the property as the use is existing (Oak and Stone). The applicant is also proposing a minimum of 5'-1" of traversable space on the public sidewalk.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the proposed use will not affect adjoining properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: It appears that the proposed use will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: It appears that the proposed use will not affect or impact existing utilities the proposed use is part of Oak and Stone and they currently utilize existing city services.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: It appears that the proposed screening, buffering and separation by the use of planters provides adequate separation and safety between patrons and the public street.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It appears that the proposed use will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the area is adequate in size for the proposed sidewalk café.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: It appears that the proposed sidewalk café is appropriate for the subject use. Sidewalk cafés currently exist at many locations along 12th Street West (Old Main Street).

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

** Please see the application materials for the applicant's response to the Review Criteria.

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval of case SU.23.4849, with the following stipulations.**

1. An Indemnification Agreement shall be provided by the owner along with proof of liability insurance.
2. Any necessary right-of-way permits shall be obtained by the owner from the City of Bradenton Public Works Department.
3. Planters shall be approved by the City of Bradenton Public Works Department.
4. Planters and any plant material shall be properly maintained by the owner, with any damaged planters and dead/dying plant materials being removed and replaced.
5. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
6. The owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
7. The sidewalk shall be cleaned at the end of every day. Any type of cleaning solution shall be approved by the City of Bradenton Public Works Department.
8. Patio furniture and accessory items shall be removed and stored indoors during business closing hours.

On December 20, 2023, Planning Commission met and recommended approval of Case SU.23.4849, with the listed stipulations (vote 6-0).

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Proposed Site Layout

Exhibit "A"

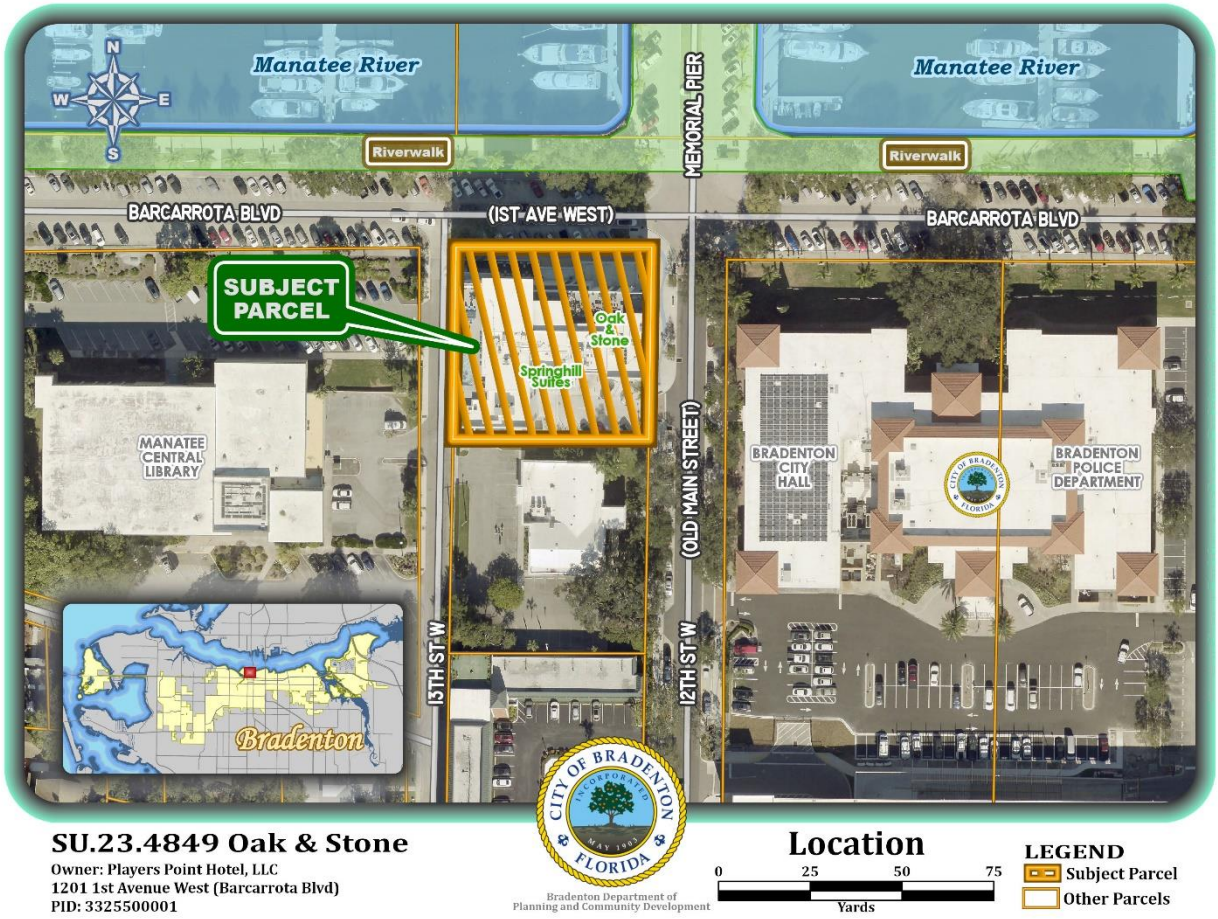
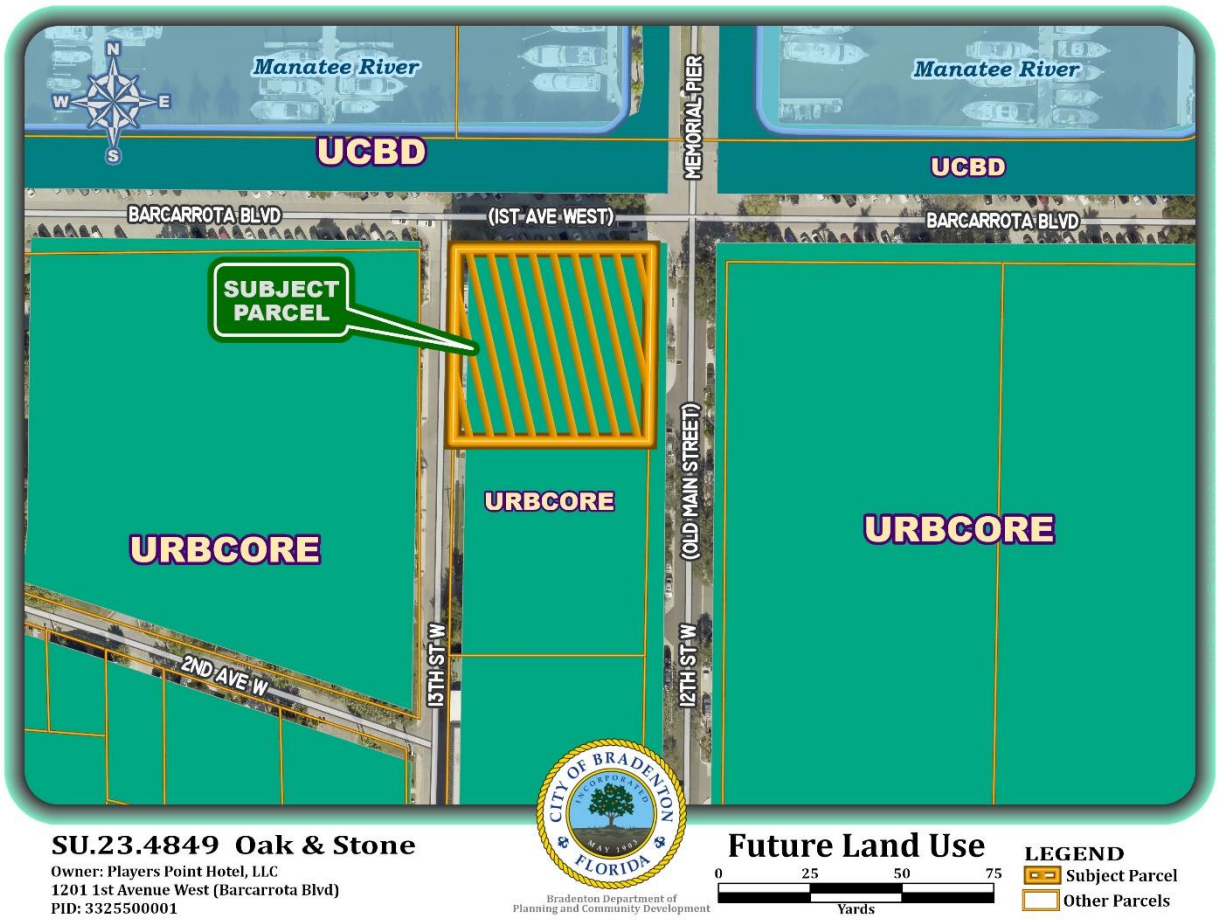

Manatee River
Manatee River
Riverwalk
Riverwalk
MEMORIAL PIER
BARCARROTA BLVD
(1ST AVE WEST)
BARCARROTA BLVD
SUBJECT PARCEL
Oak & Stone
Springhill Suites
MANATEE CENTRAL LIBRARY
BRADENTON CITY HALL
BRADENTON POLICE DEPARTMENT
(OLD MAIN STREET)
15TH ST W
12TH ST W
Bradenton
SU.23.4849 Oak & Stone
Owner: Players Point Hotel, LLC
1201 1st Avenue West (Barcarrota Blvd)
PID: 3325500001
CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development
Location
0 25 50 75
Yards
LEGEND
Subject Parcel
Other Parcels

Exhibit "B"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SUBJECT PARCEL
URBCORE
URBCORE
URBCORE
(OLD MAIN STREET)
2ND AVE W
13TH ST W
12TH ST W
SU.23.4849 Oak & Stone
Owner: Players Point Hotel, LLC
1201 1st Avenue West (Barcarrota Blvd)
PID: 3325500001
CITY OF BRADENTON
INCORPORATED
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FLORIDA
Bradenton Department of
Planning and Community Development
Future Land Use
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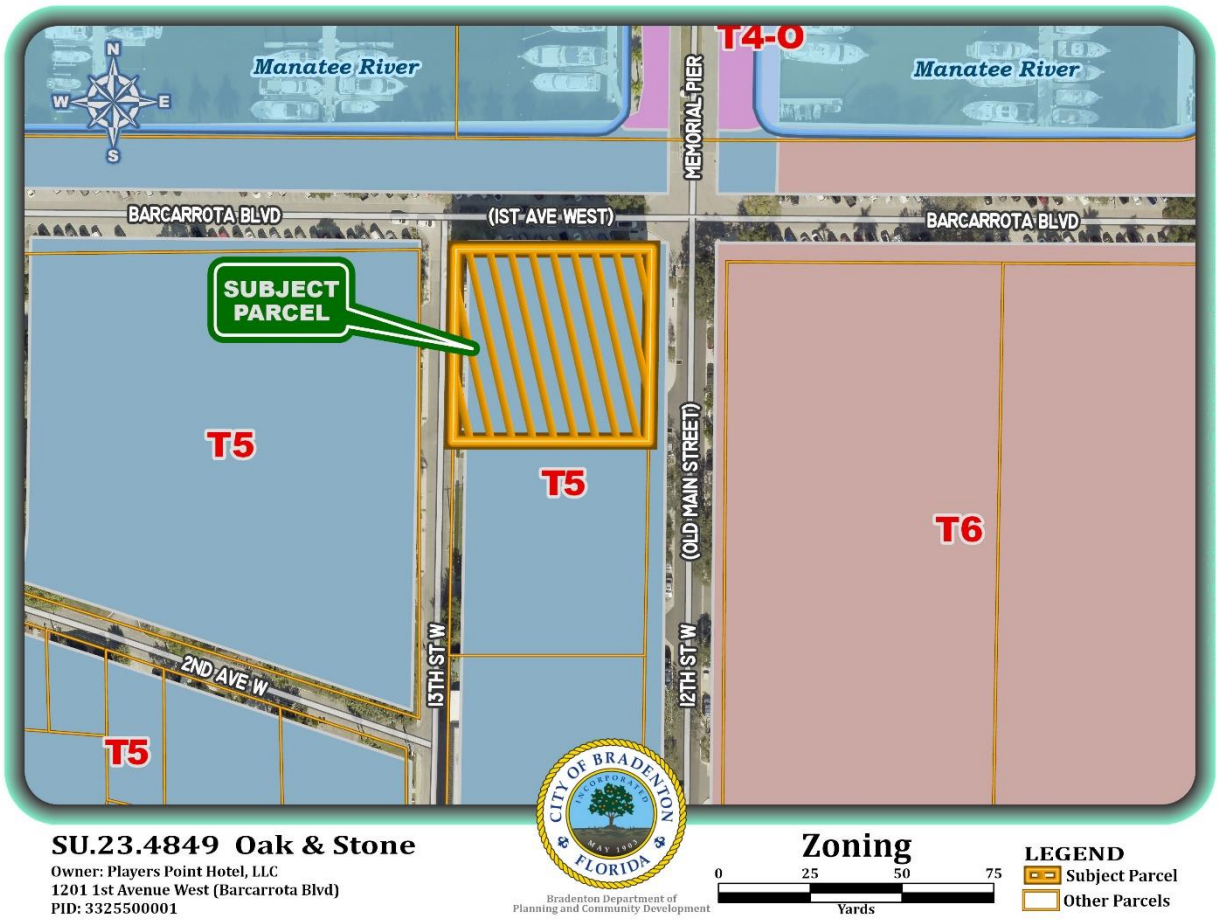
Subject Parcel
Other Parcels

Exhibit "C"


Manatee River
Manatee River
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MEMORIAL PIER
BARCARROTA BLVD
(1ST AVE WEST)
BARCARROTA BLVD
SUBJECT PARCEL
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T6
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SU.23.4849 Oak & Stone
Owner: Players Point Hotel, LLC
1201 1st Avenue West (Barcarrota Blvd)
PID: 3325500001
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INCORPORATED
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FLORIDA
Bradenton Department of
Planning and Community Development
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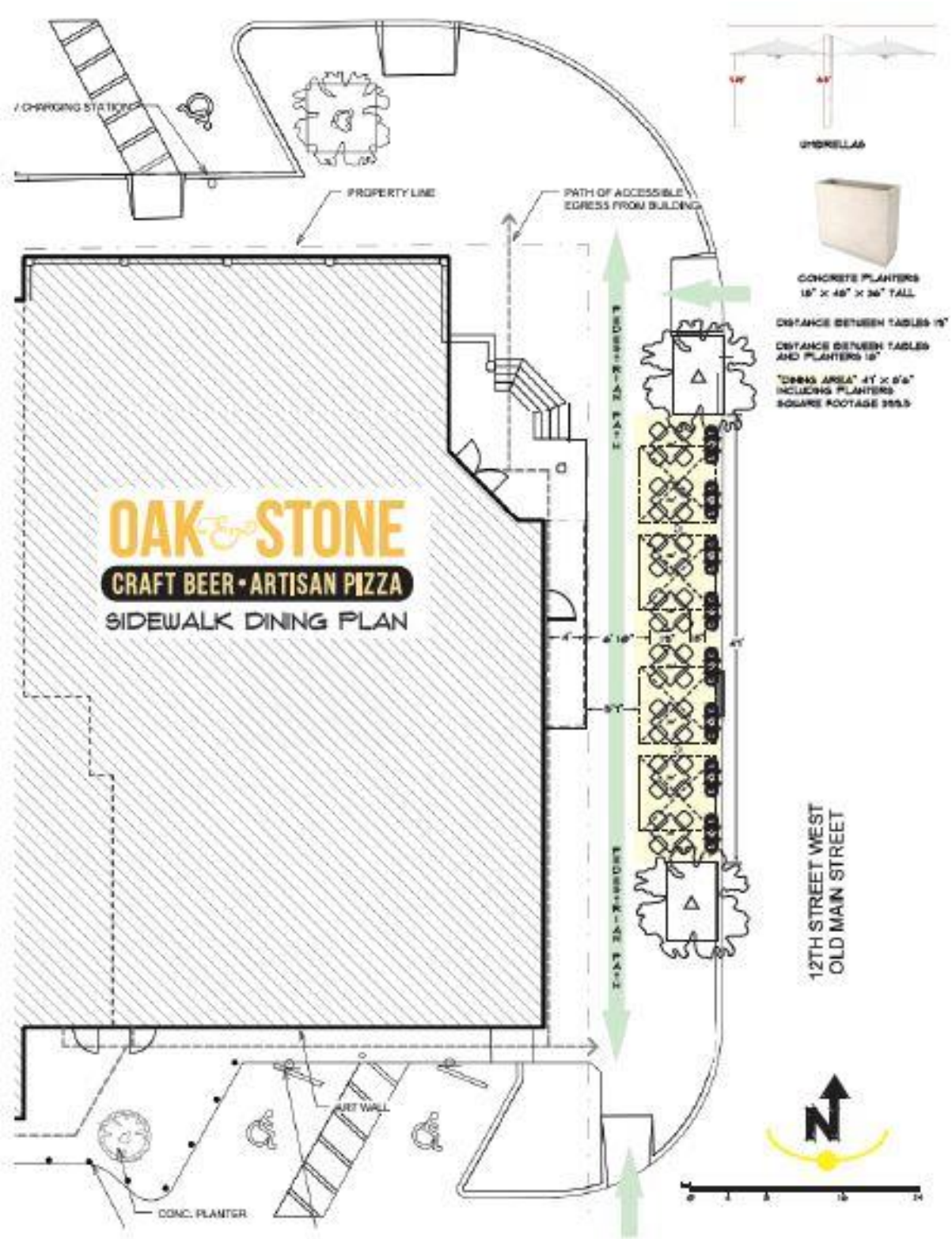
Subject Parcel
Other Parcels

Exhibit "D"


PROPERTY LINE
PATH OF ACCESSIBLE EGRESS FROM BUILDING
OAK & STONE
CRAFT BEER • ARTISAN PIZZA
SIDEWALK DINING PLAN
12TH STREET WEST
OLD MAIN STREET
CONC. PLANTER
N

City Council
January 10, 2024

Case Number: SU.23.4849 / Res. 24-01

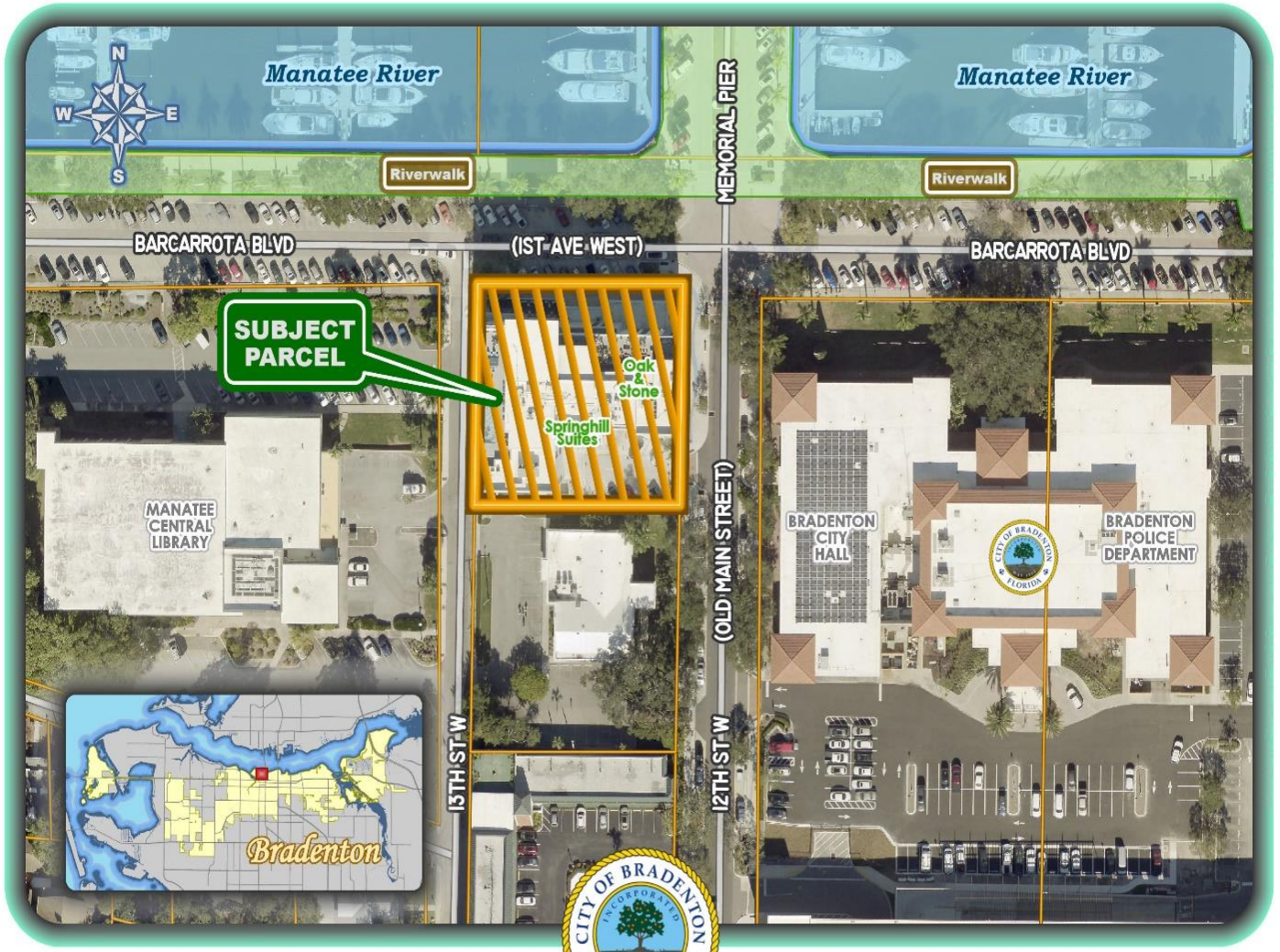
Permission to allow a sidewalk café with alcohol sales

Staff Contact: Greg DeLong; Asst. PCD Director

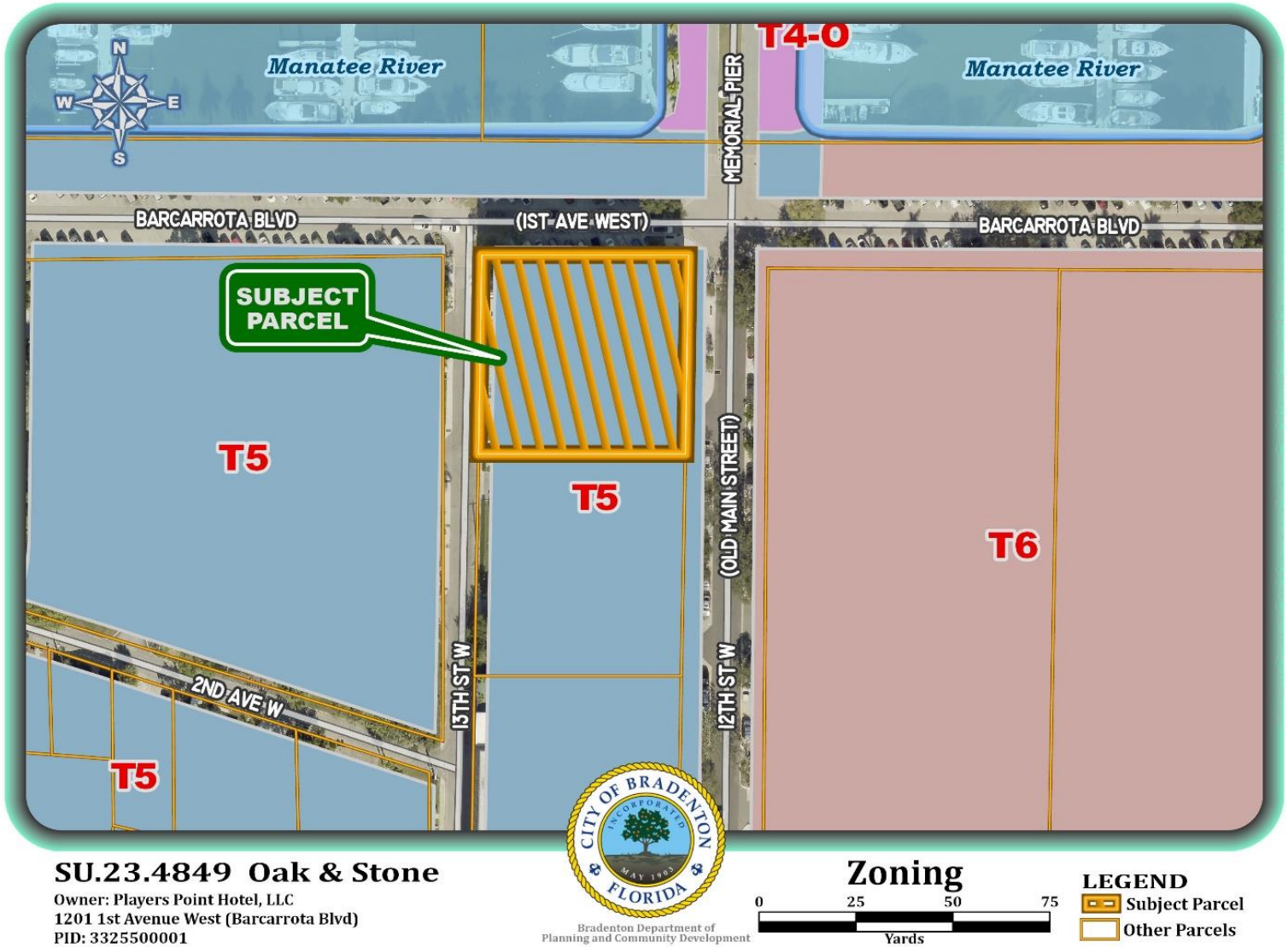
Case Information

- Applicant: Amanda Hessein, Rutledge Ecenia, PA, agent
- Address: 1201 1st Avenue West
- Parcel ID Nos: 3325500001
- Acreage: .5763 acres
- Current Zoning: T5 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Existing Use: Hotel and Full Service Restaurant
- Purpose: Permission to allow a sidewalk café (12th Street West/Old Main Street) with alcohol sales

Location Map



Zoning Map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Manatee River
MEMORIAL PIER
BARCARROTA BLVD
(1ST AVE WEST)
BARCARROTA BLVD
SUBJECT PARCEL
T5
T5
T6
(OLD MAIN STREET)
13TH ST W
12TH ST W
2ND AVE W
T5
SU.23.4849 Oak & Stone
Owner: Players Point Hotel, LLC
1201 1st Avenue West (Barcarrota Blvd)
PID: 3325500001
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
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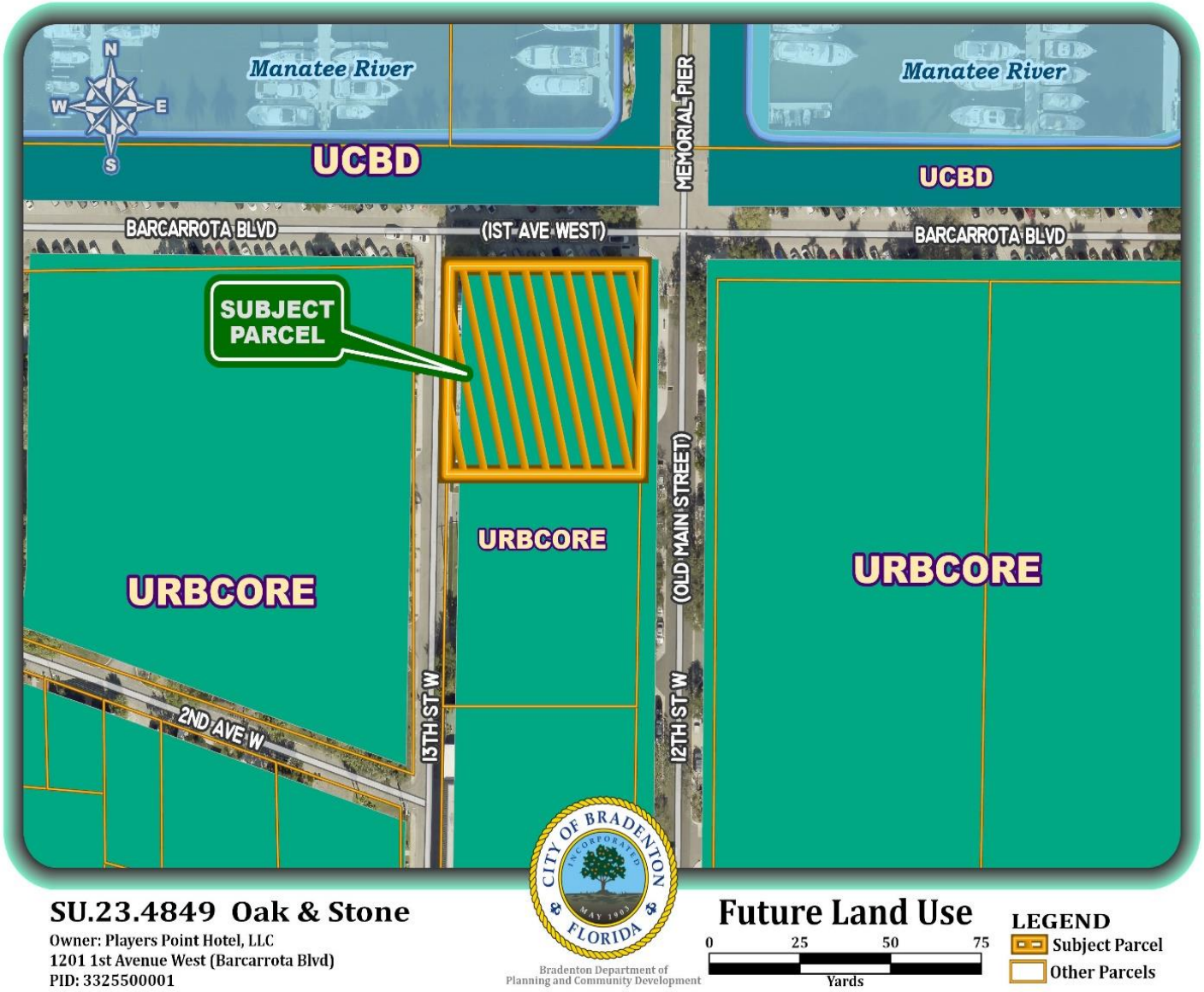
Yards
LEGEND
Subject Parcel
Other Parcels

Future Land Use Map



Proposed Request

- Applicant is requesting to:
  - Install a sidewalk café with alcohol sales
  - Proposed location; 12th Street West/Old Main Street
  - Proposal includes 8 tables with 4 seats each, umbrellas and planters to separate the seating from the street
  - Minimum of 5' of traversable space is proposed, which meets ADA requirements

- Subject property is located within the city's Form Based Code Area:
  - Sidewalk cafés are permitted but if alcohol sales occur, City Council approval may be required

Form Based Code Use Table

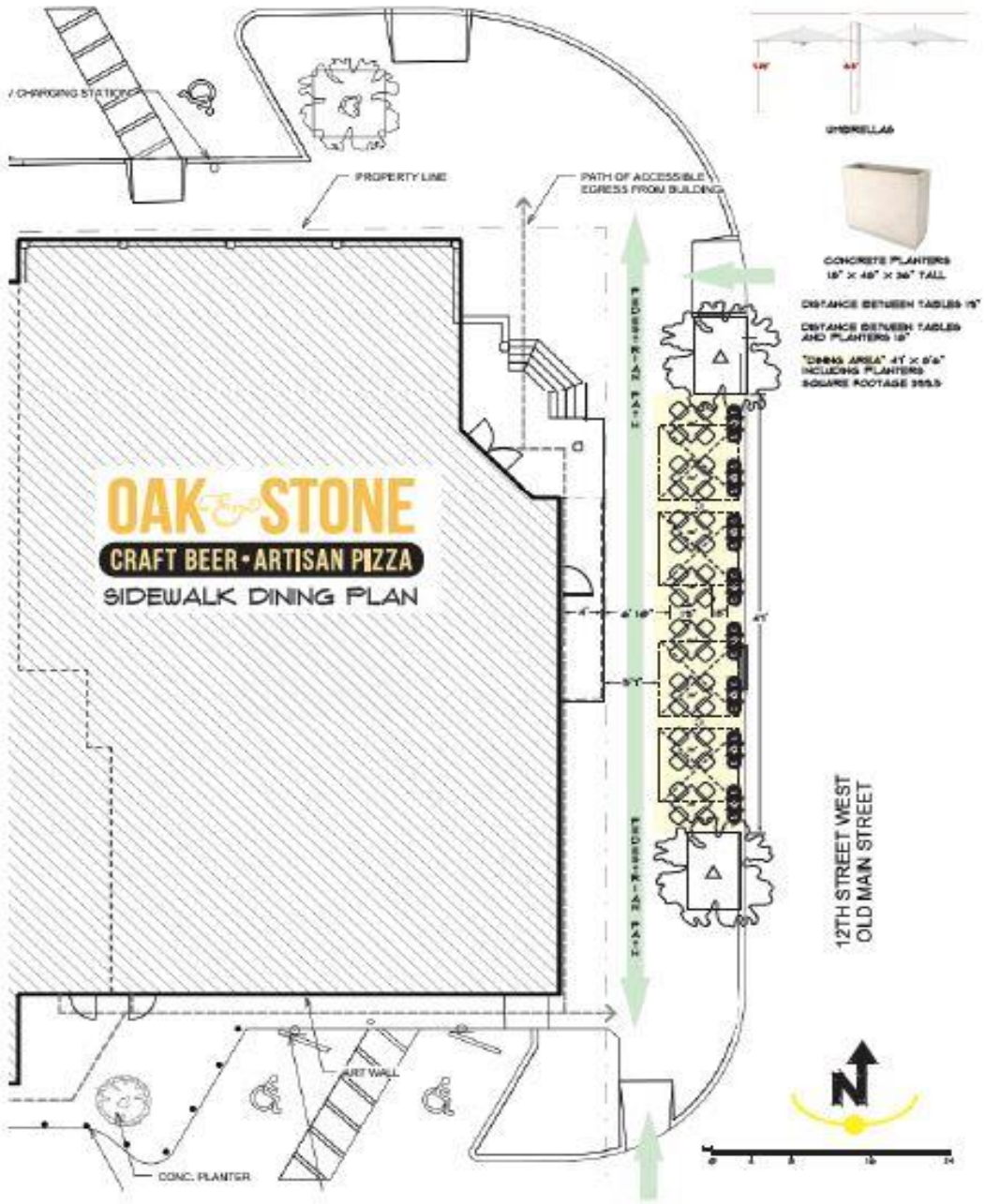
	T4-S					
	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Proposed Request

- Subject property is Springhill Suites along with Oak & Stone

- Future Land Use (URBCORE) does not prohibit the proposed use type



Proposed Site Plan

Current Conditions



Looking west from City Hall

Current Conditions



Looking north along 12th Street West/Old Main Street

Form Based Code Regulations:

Definitions:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Required Criteria

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Staff Recommendation

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval** of Case SU.23.4849 with the following stipulations:

1. An Indemnification Agreement shall be provided by the owner along with proof of liability insurance.
2. Any necessary right-of-way permits shall be obtained by the owner from the City of Bradenton Public Works Department.
3. Planters shall be approved by the City of Bradenton Public Works Department.
4. Planters and any plant material shall be properly maintained by the owner, with any damaged planters and dead/dying plant materials being removed and replaced.
5. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
6. The owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
7. The sidewalk shall be cleaned at the end of every day. Any type of cleaning solution shall be approved by the City of Bradenton Public Works Department.
8. Patio furniture and accessory items shall be removed and stored indoors during business closing hours.

Planning Commission Recommendation

On December 20, 2023, Planning Commission met and recommended approval of Case SU.23.4849, with the listed stipulations (vote 6-0)

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
December 20, 2023

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Darin Autrey-Vice Chair, Michael Jones, Michael Neal, Kurt Landefeld, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Asst. Director, Planning and Community Development, Jamie Schindewolf-Sr. Planner, Monica Friedl-City Planner, Lori Brunner-Planning and Community Development Administrative Assistant, David Cronkhite-City Surveyor, Duette Hart-Project Design Specialist.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Roll Call
4. Motion to approve the October 18, 2023 Meeting Minutes by Commissioner Neal, and seconded by Commissioner Green.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

STAFF COMMENT

PCD Assistant Greg DeLong introduced two new staff members.
Duette Hart, Public Works Project Design Specialist and Monica Friedl, City Planner.

AGENDA ITEMS:

1. **Scrivener's Error:** Correct approved resolution number from RES 23-72 to RES 23.2988.

Staff Recommendation: Jamie Schindewolf presented the correction to approve the Resolution which was included in the Commission packets.

Motion: Commissioner Autrey motioned to approve the resolution and Commissioner Neal seconded the motion. Motion passed unanimously.

2. **Ordinance 4024, Case Number RV.23.4299:** Request filed by Yolanda Hart, owner, for a right-of-way vacation for property located at 1130 8th Avenue East (Parcel ID Number 3228500259) in the T4-R (General Urban Restricted) transect zoning district.

Staff Recommendation: Greg DeLong spoke on behalf of the City. He presented a map and a survey of the property. Staff recommends approval.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

3. **Case Number AD.23.4865:** Resolution granting a Form Based Code (FBC) Adjustment for an additional projecting wall sign to be located on the western façade of a building located at 1402 13th Street West (Parcel ID 4436200059) in the T-4O (General Urban Open) transect zoning district. Additional request to exceed the dimensional standards for projecting signs in the T-4O district. Application filed by Framework Group, LLC, agent for Pearl Homes Partnership Eight, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is for a Form Based Code adjustment of a wall sign. Staff recommends approval.

Applicant: Hanna French, Framework Group, 1211 N. Westshore Blvd., Tampa, FL.
No presentation; she stated that staff was very thorough.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve and Commissioner Jones seconded. Motion passed unanimously.

4. **Resolution 24-01, Case Number SU.23.4849:** Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; for property located at 1201 1st Avenue West (Parcel ID Number 3325500001) in the T5 (Urban Center) transect zoning district. Application filed by Amanda Hessein of Rutledge Ecenia, PA, agent for Players Point Hotel, LLC (owner).

Staff Recommendation: Mr. DeLong spoke on behalf of the City. He presented a location map which shows 8 tables with 4 seats each, and the spacing. Staff recommends approval with stipulations listed.

Chair Ben Bakker asked if the tables will be taken in at night. Mr. DeLong discussed briefly with City Attorney Scott Rudacille who stated that there is a conflict concerning this requirement. He asked Nancy Myer, who will check on the requirements and the codes.

DRAFT

Applicant: Nate Greer, representative for Oak & Stone, 5514 Pleasant View Ct., Bradenton, FL. Mr. Greer stated that the tables will be locked to the pavement or brought inside if needed. He discussed spacing for walk-through and will comply with the requirements.

The Commissioners discussed traffic and planters, as well as spacing measurements.

Mr. DeLong stated that tables need to be out of sight after hours.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Landefeld motioned to approved with the identified stipulations. Commissioner Green seconded. Motion passed unanimously.

5. **Ordinance 4027, Case Number PDP.23.4841:** Request filed by Matthew J. Morris P.E. of Morris Engineering & Consulting, LLC for a zoning atlas amendment to rezone properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007) from R-2 (Medium Density Residential) to the PDP (Planned Development Project) zoning district.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. She presented maps and stated that this is a re-zone request. Staff recommends getting updated plans and will follow-up with all concerned. Ms. Schindewolf also stated that they have had some public concerns, but just for information.

Chair Bakker asked about these paired villas, or duplexes, in the code or if it's something new. Robin Singer clarified that these are condo plats and they are looking at ordinances for the future. Commissioner Neal discussed that these are handled like townhouses. Commissioner Autrey asked for clarification of the wall between the units.

Applicant: Kyle Grimes, Grimes Galvano, 1023 Manatee Ave. W., Bradenton, FL, on behalf of the applicant. He stated that Ms. Schindewolf did a good job explaining the re-zoning from R-2 to PDP. It is the same number of units; 66. It also allows individual sales of the units. He introduced Linda Stewart. Linda Stewart, Morris Engineering, 6197 Professional Parkway, Sarasota, FL. Ms. Stewart stated that the parking lot will be asphalt. She went over the site plan and is asking for approval. She also clarified that the ponds are retention.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

DRAFT

Motion: Commissioner Autrey motioned to approve with the stipulation to reduce the buffer from 25 feet to 20 feet. Commissioner Neal seconded. Motion passed unanimously.

6. **Preliminary Subdivision Plat: Case Number SP.23.4843:** Request for Preliminary Plat approval in a Planned Development Project (PDP) zoning district for properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007). Application filed Matthew J. Morris P.E., Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is a request for approval of the preliminary plat; re-zone to PDP. Staff recommends approval.

Applicant: Kyle Grimes, Grimes Galvano, stated that Ms. Schindewolf stated everything that has been covered.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

Discussion Items:
2024 Meeting dates were discussed. (Calendar was in Commission packets).

Motion: Commissioner Neal motioned to approve. Commissioner Green seconded. Motion passed unanimously.

Reports from Special Study Committee: None

Director's Report: Ms. Singer went over the Visioning process. There will be public input starting in February. City Council will attend. The City will put the word out and have a kick-off session. Then there will be a summary and an on-line survey for the expectations for the City. Also, Matt Lewis from Stantec is the primary contact and may be emailing the Commissioners.

Ms. Singer also stated that the Art Center is under way, as well as Riverview 6 and 920.

Mr. DeLong discussed the Commissioner packets and giving better quality to the Commissioners. They will be moved to one month instead of 3 weeks.
He and his staff will also be working on some special projects.

DRAFT

Adjournment: The meeting adjourned at 3:14 p.m.

Ben Bakker, Chair

NOTE: This is not a verbatim record. An audio recording of the meeting is available for a fee upon request.

DRAFT

AGENDA ITEM NO. 9.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** ORDINANCE 4027 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS, CHANGING ZONING FROM R-2, MEDIUM DENSITY RESIDENTIAL, TO PDP, PLANNED DEVELOPMENT PROJECT, FOR THE PROPERTIES LOCATED AT 1201 27TH STREET EAST AND 2906 11TH AVENUE EAST (PARCEL ID NUMBERS 1387000050 AND 1387200007), MORE PARTICULARLY DESCRIBED HEREIN, APPROVING A PDP SITE PLAN FOR 66 SEMIDETACHED RESIDENTIAL UNITS; SUBJECT TO STIPULATIONS AS CONDITIONS OF APPROVAL; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is needed at this time with this being the First Reading. The Second Reading along with the public hearing are scheduled for January 24, 2024.

Planning Commission met on December 20, 2023, and recommended approval of the subject request with stipulations by a vote of 6-0.

Is this item Quasijudicial?
No

Does this item require a public hearing?

Yes

EXPLANATION:

The applicant is requesting to rezone approximately 12.19 acres of land from R-2 (Medium Density Residential) to PDP (Planned Development Project) for the purpose of developing the property with 66 one-family semidetached dwellings, with each dwelling unit on its own individual lot.

The proposed project is similar to the Amberly development located off of 57th Street East, which also has the PDP zoning designation.

The City's Land Use Regulations (LUR) do not permit one-family semidetached dwellings under standard zoning districts. A rezoning to Planned Development Project (PDP) is the only available option at this time for this housing type.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
N/A - Motion will be provided at the Second Reading scheduled for January 24, 2024.

ATTACHMENTS:
Ordinance 4027
PDP.23.4841 - Application
PDP.23.4841 - Staff Report
PDP.23.4841 - Presentation
12-20-2023 Planning Commission Draft Minutes

ORDINANCE NO. 4027

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS, CHANGING ZONING FROM R-2, MEDIUM DENSITY RESIDENTIAL, TO PDP, PLANNED DEVELOPMENT PROJECT, FOR THE PROPERTIES LOCATED 1201 27TH STREET EAST AND 2906 11TH AVENUE EAST (PARCEL ID NUMBERS 1387000050 AND 1387200007), MORE PARTICULARLY DESCRIBED HEREIN; APPROVING A PDP SITE PLAN FOR 66 SEMIDETACHED RESIDENTIAL UNITS; SUBJECT TO STIPULATIONS AS CONDITIONS OF APPROVAL; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency ("LPA") for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas in order to implement the goals, objectives, and policies of the comprehensive plan, and

WHEREAS, the City amends such regulations and atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, Jordan Creek at Bradenton East, LLC owns the properties located 1201 27th Street East and 2906 11th Avenue East, consisting of 12.19 acres, as legally described in Exhibit "A" attached hereto (collectively, the "Property"); and

WHEREAS, Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC ("Applicant"), submitted a Zoning Atlas Amendment application to rezone the Property from R-2 (Medium Density Residential) to PDP (Planned Development Project) (the "Amendment"); and

WHEREAS, the Applicant also filed a PDP Preliminary Site Plan for sixty-six (66) semidetached single family dwelling units on the property, as depicted on the site plan attached as Exhibit "B" (the "Project"); and

WHEREAS, the LPA and the City Council have in preparation of the Amendment to the City's Zoning Atlas performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on December 20, 2023 to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval with stipulations; and

WHEREAS, the LPA determined that the Project as proposed, and as further described in the Staff Report presented at the public hearing on December 20, 2023, is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations;

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes, held on January 24, 2024 after proper notice, and finding the proposed Amendment and PDP Preliminary Site Plan to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the

requirements of Section 3.1.5 and Section 3.4.1 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Land Use Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, changing the classification of the Property from R-2, Medium Density Residential, to PDP, Planned Development Project.

3. The PDP Preliminary Site Plan attached as Exhibit "B" is hereby approved for sixty-six (66) semidetached single family dwelling units, upon the property subject to the following Stipulation:

    a. Allow for a reduction in the perimeter buffer area from 25 feet to 20 feet with enhanced landscaping.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24th DAY OF JANUARY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	December 20, 2023
City Council 1st Reading	January 10, 2024
City Council 2nd Reading	January 24, 2024

Local Planning Agency ad published	December 8, 2023
City Council 1st Reading ad published	December 29, 2023
City Council 2nd Reading ad published	January 12, 2024

EXHIBIT "A"

1201 27th Street East (Parcel ID 1387000050)
ALL THAT CERTAIN PLAT, PIECE OF PARCEL OF LAND KNOWN AND DESC AS THE SW1/4 OF THE NW1/4 OF THE NW1/4 OF SEC 32, LESS & EXCEPT 30 FT OFF THE S SIDE FOR RR R/W; TOGETHER WITH ALL OF BLK 3, AND ALL OF BLK 4, SOUTH BRADEN CASTLE CAMP PER PLAT REC IN PB 2 P 144, ALSO THAT PART OF VACATED 3RD ST E, LYING ADJ TO BLK 3, AND THAT PART OF VAC 4TH ST E, LYING BETWEEN BLKS 3 & 4 AND THAT PART OF THE N1/2 OF VAC JACKSON ST LYING S OF AND ADJ TO BLKS 3 & 4, AS VAC BY RESOL REC IN (1389/3660), SUBJ TO MAINTAINED R/W (1497/3923); TOGETHER WITH VACATED STREET LYING E OF & ADJ TO THE ABOVE DESC PARCEL PER ORD #3085 REC IN INST#202141140894 & CORR IN INST#202241042035. PI#13870.0005/0

2906 11th Avenue East (Parcel ID 1387200007)
LOTS 1 THRU 14 BLK 5 SOUTH BRADEN CASTLE CAMP, ALSO THE W1/2 OF VACATED STREET LYING BETWEEN BLKS 5&6 DESC (1194/1435); TOGETER WITH VACATED STREET LYING W & S OF & ADJ TO THE ABOVE DESC PARCEL PER ORD #3085 REC IN INST#202141140894 & CORR IN INST#202241042035. PI#13872.0000/7

EXHIBIT "B"
Preliminary Site Plan

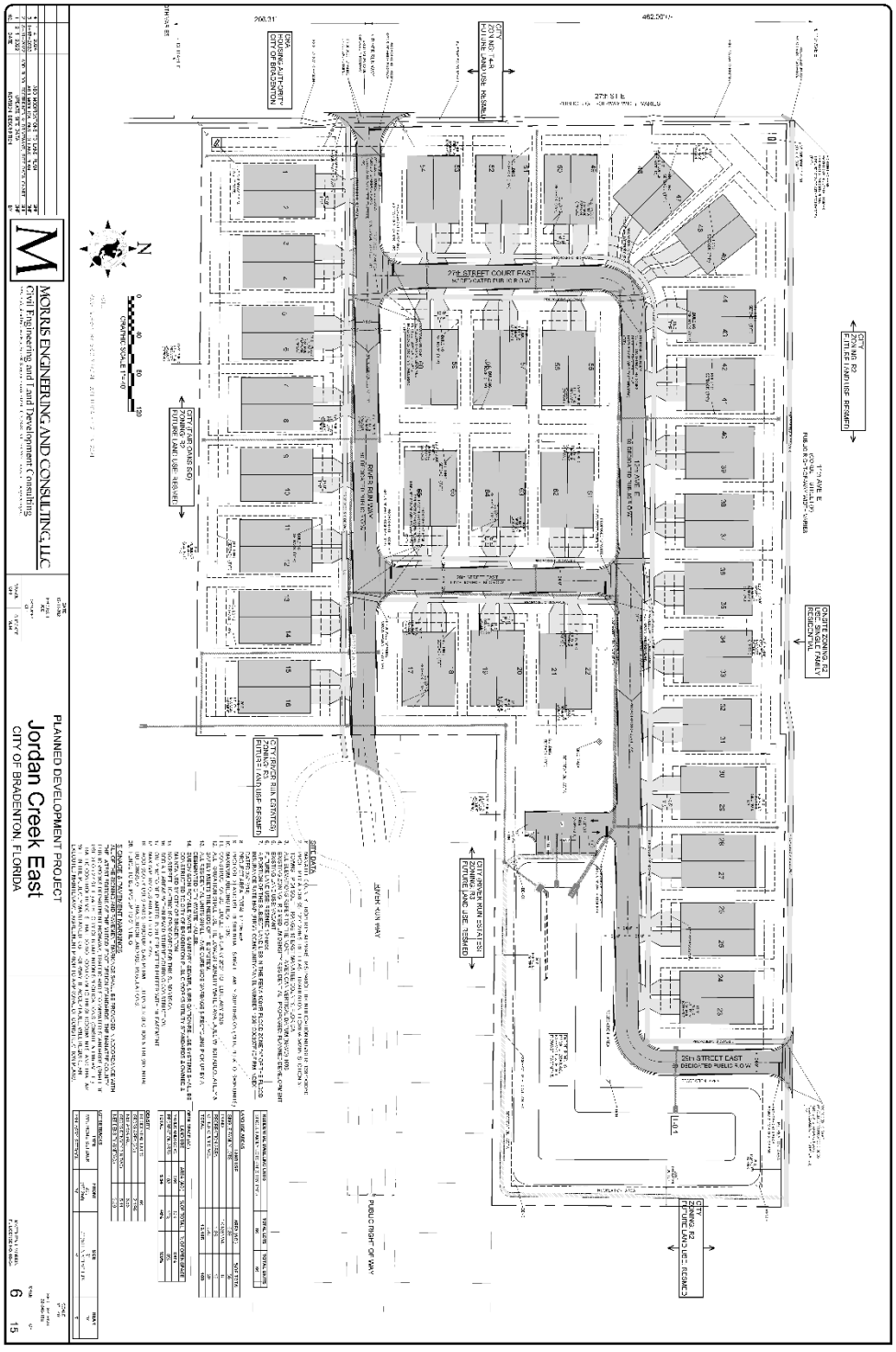
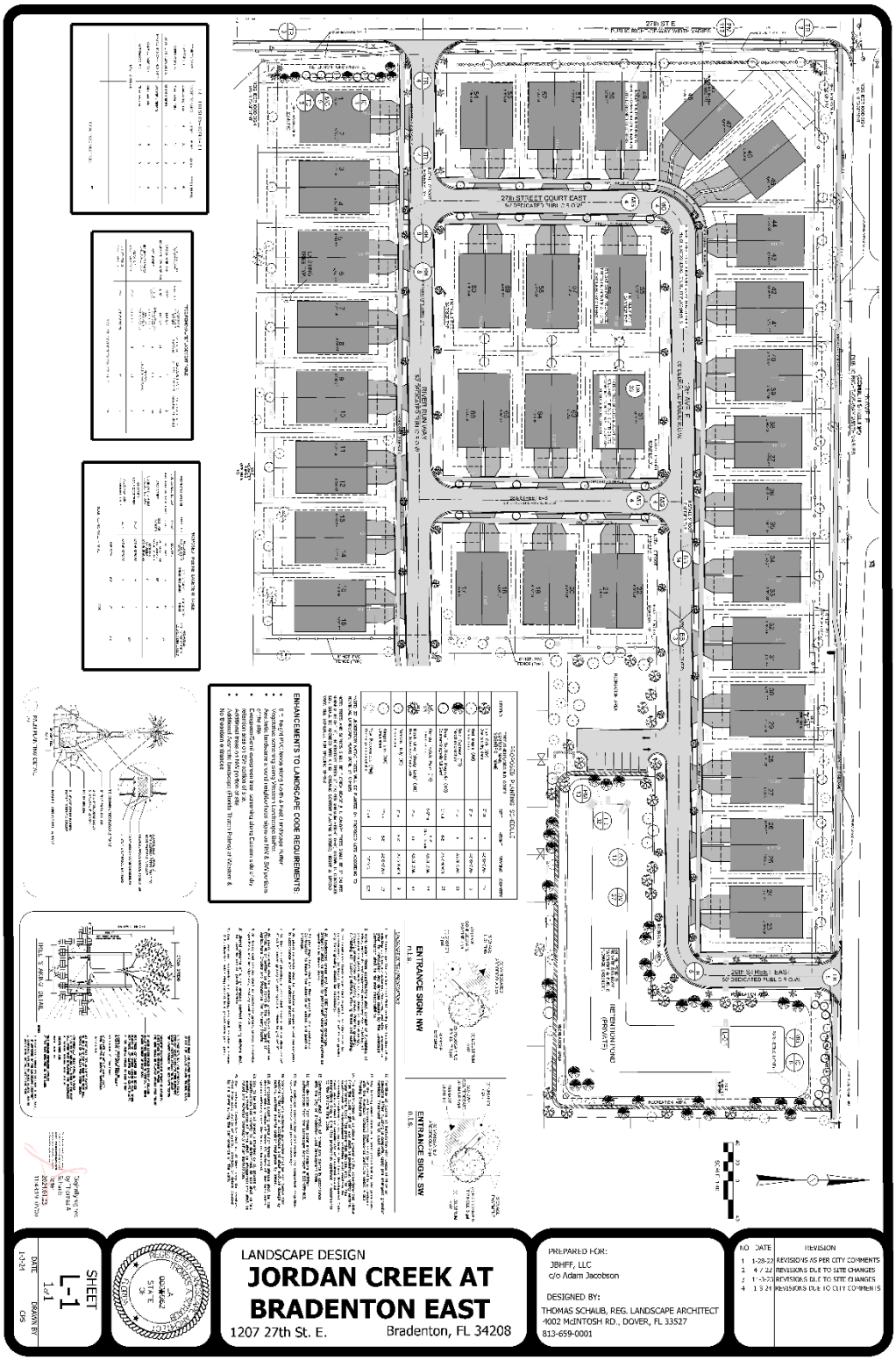


EXHIBIT "B
Preliminary Site Plan



Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

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CONTACT INFORMATION (REQUIRED)

Name of Property Owner: JORDAN CREEK AT BRADENTON EAST, LLC
Owner Address: 11330 SW 23RD PLACE, DAVIE, FLORIDA 33325 Telephone: 305.219.5639
Name of Agent: MORRIS ENGINEERING & CONSULTING, LLC
Agent Address: 6997 PROFESSIONAL PKWY E, STE B SARASOTA, FLORIDA 34240 Telephone: 941.444.6644
Owner/(Agent) Email: lstewart@morrisengineering.net / LINDA STEWART, AICP

PROPERTY INFORMATION (REQUIRED)

Property Address: 1201 27TH ST E & 2906 29TH AVE E, BRADENTON, FL 34208
PDP Name: JORDAN CREEK EAST Acreage: 11.26+/-
Zoning District: R-2 (RESIDENTIAL MEDIUM DENSITY) *click to view Zoning map
Future Land Use: RESMED (RESIDENTIAL MEDIUM DENISTY) *click to view FLU map
Ward #: 5 *click to view Ward map
Neighborhood #: 1386500 *click to view Neighborhoods map

PDP (REQUIRED)

Indicate Type of PDP requested: [X] Preliminary [ ] Final

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

▶ **Preliminary PDP Application**
- Preliminary PDP Fee: $5,520 or $4,000 (if advertised concurrently with FLUM Amendment)
- Notarized Agent Authorization Form, if applicable
- Project Narrative/Justification
- Findings of Fact/Review Criteria (see page 2 for Preliminary PDP Review Criteria)
- Ten(10) folded copies of Preliminary PDP Site Plan (see page 3 for Preliminary PDP Site Plan requirements)
- Community Impact Report (CIR) (see page 5 for CIR requirements)
- Concurrency Review Worksheet (see page 6 for Concurrency Review requirements)
- One (1) electronic copy of Preliminary PDP Application and all materials for review in PDF format

▶ **Final PDP Application**
- Final PDP Review Fee: $500
- Notarized Agent Authorization Form, if applicable
- Letter of Request
- Four (4) folded copies of Final PDP Site Plan (see page 4 for Final PDP Site Plan requirements)
- One (1) electronic copy of Final PDP Site Plan and all materials for review in PDF format

SIGNATURE (REQUIRED)

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant 11.16.23 Date

CITY STAFF ONLY

Application Fees:
Fee Required: $5,520 or $4,000 (if advertised concurrently with FLUM amendment)
$500 (Final PDP)
FEE COLLECTED: $
RECEIPT #:

Application Sufficiency:
Sufficient: [X]
Incomplete: [ ]
APPLICATION #: 234841

CITY COUNCIL:
CITY PLANNING COMMISSION:
DRC:
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
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PDP ELIGABILITY

The Planned Development Project (PDP) standards are geared to allowing developers maximum flexibility in designing higher quality, more innovative projects that might not otherwise be permitted through the Land Use Regulations. Preservation of environmentally-sensitive lands, creation of green space, and innovative design is highly encouraged.

PDP review and approval is required for:

A. *Any project or new construction in a PDP District, unless the new construction is considered a minor amendment to a previously approved PDP site plan.*
B. *Any project involving more than 200 linear feet of land below the 2-foot contour line.*
C. *A subdivision that does not meet the subdivision requirements of the Land Use Regulation.*
D. *To be eligible for PDP consideration, the proposed development should:*
   1. *Be at least one acre in total area, unless the PCD Director has determined that a smaller property could provide a beneficial contribution to the City or surrounding neighborhood. More than one lot of record may be proposed as part of a PDP, including non-contiguous lots of record within the same Comprehensive Plan Neighborhood, subject to PCD approval.*
   2. *Generally exceed the standards contained in the LURs, and not merely circumvent them. The applicant agrees that additional standards may be required as part of the approval process. Any PDP proposing a reduction of required standards must include findings provided by the applicant for justifying the reductions.*
   3. *Be reviewed by the Development Review Committee (DRC) as part of a Pre-Application meeting, to discuss the concept of the proposed development and the procedural requirements of the Land Use Regulations. The applicant must provide a conceptual site plan showing the subject property, its relationship to the surrounding properties, and the general development scheme.*

PRELIMINARY PDP REVIEW CRITERIA

PRELIMINARY PDP REVIEW CRITERIA:

Certain design and service standards are required for all PDPs regardless of the underlying primary use. While flexibility in these requirements may be granted, such flexibility should be mitigated with enhanced standards applied to other aspects of the proposed PDP.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Preliminary PDP complies with each of the General and Specific review criteria, as applicable:

REQUIRED

GENERAL STANDARDS (all land use types)

A. *Parking and Vehicular Access*	*E.Contributions to Public Facilities*
B. *Streets*	*F.Protection of Resources*
C. *Drainage and Utilities*	*G.Recycling Dumpster Pad*
D. *Concurrency*	*H.Sidewalks*

SPECIFIC STANDARDS (Residential)

A. *Density*	*E.Building Setbacks*
B. *Open Space*	*F.Buffers*
C. *Recreation Area*	*G.Accessory Structures*
D. *Parking*	*H.Neighborhood Activity Center*

SPECIFIC STANDARDS (Professional, Commercial, Industrial)

A. *Intensity*	*D.Permitted Uses*
B. *Open Space*	*E.Buffers*
C. *Building Setbacks*	*F.Accessory Structures*

Planned Development Project Application

Department of Planning & Community Development
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PRELIMINARY PDP SITE PLAN REQUIREMENTS

PRELIMINARY PDP SITE PLAN REQUIREMENTS:

A. *The PDP Site Plan shall be 24" x 36" and shall be drawn at a scale of one inch equals 100 feet or larger, with the following information clearly indicated:*
B. *North arrow, graphic scale, and locator inset*
C. *Name of project, names and addresses of owner(s), engineer, planner, and agent, as applicable*
D. *Legal description with reference points used for determining the point of beginning, and project boundary lines with bearings and distances*
E. *Data table showing the following for each use and phase separately, as well as, for the overall PDP*
F. *Acreage:*
   1. *Total number of units and individual type calculations, including square footage and density per acre*
   2. *Typical building characteristics including dimensions, height, and number of stories*
   3. *Total acreage/square footage of building footprints*
   4. *Total acreage/square footage of paved areas*
   5. *Streets and parking*
   6. *Total acreage/square footage of retention ponds or other water*
   7. *Total acreage/square footage of open and green space broken down into their separate components (buffers, wooded and wetland areas, fairways, large landscaped areas, etc.)*
   8. *Total acreage/square footage of conservation area*
   9. *Total acreage/square footage of recreation area*
G. *Parking area with arrangement, number of parking spaces and aisle widths, broken down by area which they serve*
H. *Boundary lines, bearings and distances for any parcel divisions or phases*
I. *Contours, existing and proposed, at not greater than 2-foot intervals*
J. *Easements, existing and proposed, and their locations, widths, bearings and distances*
K. *Sidewalks, streets and rights-of-way existing and proposed, on and adjacent to the project and their names, locations, widths, bearings and distances*
L. *Wetlands, waterways and water bodies on and adjacent to the project*
M. *Utilities, existing and proposed, on and adjacent to the project*
N. *Names and locations of adjacent property owners*
O. *Dumpster and recycling pad locations and screening method*
P. *Building envelopes with dimensions and distances from water bodies, adjacent buildings and rights-of-way*
Q. *Acreage/square footage calculations for proposed open space/green areas, recreation areas, paved areas, open water and stormwater retention areas*
R. *Proposed recreation areas, showing dimensions of any proposed building or facilities*
S. *Proposed buffers, walls or other features*
T. *Statement of proposed mechanism for maintaining common areas and a statement assuring perpetual ownership of common areas*
U. *Tree Survey [Note: may be shown on separate sheet. May be waived by the PCD Director.]*
V. *Statement regarding proposed development on contiguous land under same ownership that is not proposed for approval as part of the application*
W. *A detailed rendering of a typical building*
X. *A Landscape Plan that indicates all existing and proposed sewer, water, and electrical lines in order to prevent planting of trees in piped easements.*

REQUIRED*

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Planned Development Project Application

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FINAL PDP SITE PLAN REQUIREMENTS

FINAL PDP SITE PLAN REQUIREMENTS:

The Final PDP Site Plan shall be drawn at the same scale as the approved Preliminary PDP plan. All sheets shall be 24 inches by 36 inches. In addition, a reproducible mylar plan showing all lot lines, easements, and rights-of-way, shall be submitted in a digital format. The following information shall be shown:

A. The final plan shall show all of the items required for the preliminary plan and shall reflect any changes made by the City Council approval of the preliminary plan. In addition, the stipulations of the City Council approval shall be listed on the plan.

B. Any public facilities to be dedicated shall be shown on a separate sheet which shall be in a form suitable for recording with the Clerk of the Circuit Court. A Certificate of Approval for recording, suitable to be signed by the City Clerk, shall be included to indicate that the facilities have been accepted by City Council. The plan shall show the following certifications:
   1. Certification of title showing that the applicant is the owner of the property.
   2. Certification by a registered surveyor, on plat, as to the accuracy of survey and plan.
   3. Certification by the Director of Public Works that the developer has complied with one of the following alternatives:
      a) All of the required improvements have been installed in accordance with the regulations for such projects and other provisions of these LURs and with the action of the commission, board or governing body, as applicable, giving conditional approval of the preliminary development plat, or
      b) A surety bond or certified check has been posted with the governing body in sufficient amount to assure completion of all such required improvements.
   4. Certification by the PCD Director that the plan is in compliance with the approved Preliminary PDP Plan and that a reservation of capacity in public facilities has been made.

REQUIRED

FINAL PDP PROCEDURES

FINAL PDP APPLICATION PROCEDURES:

Following the approval of the Site Improvement/Construction plans, the application for Final PDP Site Plan approval shall include, at minimum, the following:

1. A completed application form and fees.
2. The Final PDP Site Plan showing required information as listed above.
3. The Final PDP Site Plan shall be reviewed by the Development Review Committee for completeness and adherence to the approved preliminary site plan and any City Council conditions of approval.
4. If a bond or other security is to be posted for public improvements, such document shall be submitted to the Director of Public Works and the City Clerk for their approval. Approval by the Director of Public Works of as-built plans for all public facilities to be dedicated shall be required prior to acceptance of dedications by City Council. Following City Council acceptance, the dedication shall be recorded with the Clerk of the Circuit Court by the City Clerk.
5. Following the dedication of, or posting of a bond or other security for all public improvements, and upon finding that the Final PDP Site Plan is complete and in compliance with the approved Preliminary PDP site plan, the PCD Director shall approve the Final PDP Site Plan and notify the applicant that development permits may be applied for. Approval by the PCD Director shall include a reservation of capacity for public facilities. A mylar copy of the approved Final PDP Site Plan shall be filed with the PCD Director as a permanent record.
6. Approval of the final site plan, including the reservation of capacity of public facilities, shall expire in one year unless Building Permits have been issued for construction of structures or public improvements have been completed.



Planned Development Project Application

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COMMUNITY IMPACT REPORT

COMMUNITY IMPACT REPORT: REQUIRED FOR PRELIMINARY PDP APPLICATIONS ONLY:
Where required by the Land Use Regulations, a Community Impact Report (CIR), or a partial CIR shall be submitted as part of an application. Depending upon the specific circumstances of an applicant's proposal, as determined by the PCD Director, a CIR may include any or all of the following studies:

A. *Visual Impact Analysis*

B. *Land Use Assessment*

C. *Traffic Study*

D. *Environmental Impact Assessment*

E. *Area Impact Assessment*

F. *Hurricane Evacuation Analysis*

REQUIRED

Planned Development Project Application

Department of Planning & Community Development
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CONCURRENCY REVIEW WORKSHEET: REQUIRED FOR PRELIMINARY PDP APPLICATIONS ONLY:

Project Name: JORDAN CREEK EAST

Location (address): 1201 27TH ST & 2906 29TH AVE E, BRADENTON, FL 34208
(PID 1387000050) (1387200007)

Engineer of Record: MATTHEW J. MORRIS, P.E.

Type of Development: SINGLE-FAMILY RESIDENTIAL

Total Acreage: 11.26+/- **Acreage above 2-foot contour line:** 11.26+/-

Impervious Areas (specify acres or square footage):

Building Coverage: 152,108 SF
Paved Areas (include walkways): 17,820 SF

Pervious Areas:
Open Space: 3.29 AC
Retention: 76,730+/- SF
Other (specify):
Total Recreation Area: 15,000+/- SF
Rec. area less bldgs. & playcourts:

Density/Intensity:
Units per acre: 5.94 DU/AC Non-residential square footage: 0

Projected Average Vehicle Trips per Day: 132

Projected Volume (GPD) of Water Consumption: 15,840 GPD

Projected (GPD) Wastewater Flow: 16,830 GPD

Type of Irrigation: WET RETENTION IRRIGATION
Projected GPD of potable water: 0

Projected Solid Waste (tons per year):
Landfill: 126
Recyclable: 54
Paper:
Glass:
Aluminum:
Cardboard:

Drainage (by volume):
Retained on site: 7 AC-FT Treated: 1.02 AC-FT

School Facilities (to be approved by Manatee County School District: APPLIC #212424 SCHOOL CAPACITY SCHOOL REPORT DATED 03.04.21 INDICATES SUFFICIENT CAPACITY

Permits Required from Other Agencies and Their Status:

CONCURRENCY REVIEW WORKSHEET

REQUIRED

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Planned Development Project Application

Department of Planning & Community Development
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Ph: (941) 932-9400 Fax: (941) 932-9534
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PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: **1201 27th St E & 2906 11th AVE E, BRADENTON 34208**

I, **ADAM H. JACOBSON**, the registered property owner(s) of the above noted property, do hereby authorize

MORRIS ENGINEERING & CONSULTING, LLC	**MORRIS ENGINEERING & CONSULTING, LLC**
Print Name of Agent **(ALL STAFF)**	Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s) **(ADAM H. JACOBSON)**	**11330 SW 23RD PL, DAVIE, FLORIDA 34236** Owner(s) Address (if different than property above)
Signature of Agent	6997-13 PROFESSIONAL PKWY E, SARASOTA 34240 Agent Address and Phone 941. 444-6644

STATE OF FLORIDA, BROWARD COUNTY

The Foregoing instrument was acknowledged before me by means of _X_ physical presence or

____ online notarization, this 16 day of **NOVEMBER, 2023**, produced FL ID

_____ respectively, as identification and

who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Chelsea Briggs, Notary Public
Print Name

State of Florida
My Commission Expires: Feb 14, 2026

CHELSEA BRIGGS
Notary Public - State of Florida
Commission # HH 228088
My Comm. Expires Feb 14, 2026

Jordan Creek East

Narrative

Jordan Creek East is an 11.26± acre, proposed residential development located on 27th Street East and 11th Avenue East within the municipal boundaries of the City of Bradenton.

The property is currently zoned R-2, a Medium Density Residential designation, with a Future Land Use of RESMED allowing 10 du/ac. The proposal to rezone to a Planned Development residential designation will allow for a streamlined, infill development compatible with the surrounding area.

The property will be developing a residential development containing twin pair, duplex, dwelling units. This property was initially approved utilizing a twin pair, duplex, design concept with the City of Bradenton for a SIP and required State permits from the Southwest Florida Water Management District (SWFWMD) and Florida Department of Environmental Protection (FDEP) containing 66 residential units, a lake and a private recreation area for 33 buildings containing 66 residential units. The gross density of the proposed development is 5.94 dwelling units per acre (5.94 du/ac). Access to the property would be via three (3) access points one being to 27th Street East, one access point to 11th Avenue East and an interconnect with River Run Way, all public roadways. Open space would consist of 3.29 acres or 30% with perimeter landscape buffering roadway trees plantings noted for installation to not be in conflict with utility installations.

The residential design contains 66 residential units, a retention lake, a recreation area adjacent to the lake area providing for passive, open recreation. The gross density developed would be 5.94 du/ac. Sidewalks are proposed along each internal roadway and an offside sidewalk along 11th Avenue East, providing for pedestrian safety and additional recreational opportunities.

Public utilities will be connected to the property. A 12" watermain is existing along 27th Street East as well as a 6" forcemain and an 8" wastewater line providing sufficient ability for the development to provide public utilities into the site.

The design concept has advantages beneficial to the development as well as the surrounding area as an infill development. The single family residential units are in keeping with a majority of the existing structures surrounding the property.

The proposed development is not proposed to adversely affect the surrounding area or the general health, safety and/or welfare of the general public.

Community Impact Report (CIR)

Preliminary PDP Application

A partial CIR is being submitted for the Jordan Creek East Subdivision as follows:

B. Land Use Assessment

The property has a Future Land Use of RESMED, Residential Medium Density, this is compatible with the same Future Land Use designations in the surrounding area of the property. Jordan Creek East is proposing to construct 66 single family residential structures, in compliance with the areas to the north, south east and west and residential zoned and developed with residential structures.

Public utilities will be utilized to serve the development, public roadways will be constructed with an internal access to River Run Way to the east and connections to both 27th Street East and 11th Avenue East, all County maintained roadways.

C. Traffic Study – See application package.

D. Environmental Impact Assessment – See application package.

Specific Approval

From LDC Section 3.4.1.3.a.vi. - 25 foot perimeter buffer requirement to allow a 20 foot wide buffer with plantings located within the outer 10 feet of the 20 foot buffer. This is requested in order to avoid utility and drainage easements as to not interfere with the safe operation and maintenance of the infrastructure and easement areas.

Prepared by:
Jerome S. Levin
Levin Law, LC
1444 1st Street, Suite A
Sarasota, FL 34236
File Number: **135.007**

Return to:
Kapp Morrison, LLP
7900 Glades Road, Suite 550
Boca Raton, Fl 33434

309094710MC [Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made 8 day of **November, 2021** between

Golf Village, LLC, a Florida limited liability company whose post office address is **1444 1st Street, Suite A, Sarasota, FL 34236**, grantor, and

Jordan Creek at Bradenton East, LLC, a Florida limited liability company whose post office address is **11330 SW 23rd Place, Davie, FL 33325**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Manatee County, Florida** to-wit:

See Attached Exhibit "A"

Parcel Identification Number: 1387000050
Parcel Identification Number: 1387200007

Subject to covenants, restrictions, easements, conditions and limitations of record which are not reimposed by this Deed.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Patti Kennedy

Witness Name: Linda C. Veautour

Golf Village, LLC, a Florida limited liability company

By: _____
Jerome S. Levin, Authorized Agent

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 5th day of November, 2021 by Jerome S. Levin, Authorized Agent of Golf Village, LLC, on behalf of the company, who [X] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

LINDA C. VEAUTOUR
MY COMMISSION # GG 149398
EXPIRES: December 17, 2021
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: _____

My Commission Expires: _____

DoubleTime®

Exhibit A

Parcel 1

Lots 1 through 14, Block 5, SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, as per plat thereof recorded in Plat Book 2, Page 144, of the Public Records of Manatee County, Florida. Also the West 1/2 of vacated 6th Street lying between Blocks 5 and 6 of South Braden Castle Camp Addition To Manatee, Florida, as per plat thereof recorded in Plat Book 2, Page 144, as described in Resolution 87-49 in Official Records Book 1194, Page 1435, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at the Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of Block 4, of said SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence S.89°24'24"E., a distance of 40.00 feet to the Northwest corner of aforesaid Block 5, said point being the **POINT OF BEGINNING**; thence along aforesaid South right-of-way line of 11TH AVENUE EAST (CORBETT STREET PER PLAT), S.89°24'24"E., a distance of 144.39 feet to the Northeast corner of aforesaid Block 5; thence along the centerline of aforesaid vacated 6TH Street, S.00°18'10"W., a distance of 280.46 feet to the southeast corner of aforesaid Block 5; thence along the North right-of-way line of JACKSON STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.89°23'01"W., a distance of 144.39 feet to the Southwest corner of aforesaid Block 5; thence along the East right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.00°18'10"E., a distance of 280.40 feet to the **POINT OF BEGINNING**.

Parcel 2

All that certain plat, piece or parcel of land known and described as the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 32, Township 34 South, Range 18 East, being and lying in Manatee County, Florida, LESS AND EXCEPT 30 feet off the South side for Railroad right of way, 25 feet off the West side for 27th STREET right-of-way, & 11TH Avenue East as now laid out and in use. TOGETHER WITH all of Block 3 and all of Block 4, South Braden Castle Camp Addition To Manatee, Florida, as per Plat thereof recorded in Plat Book 2, Page 144, ALSO that part of vacated Third Street, lying adjacent to Block 3, and that part of Vacated Fourth Street lying between Blocks 3 and 4 and that Part of the North 1/2 of vacated Jackson Street lying South of and adjacent to Blocks 3 and 4, as vacated by Resolution 92-45 recorded in Official Records Book 1389, Page 3660, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021, said point being the **POINT OF BEGINNING**, thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of aforesaid Block 4; thence along the West right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, S.00°18'10"W., a distance of 300.39 feet to a point on the North boundary of RIVER RUN ESTATES, according the plat thereof, recorded in Plat Book 65, Page 55, of the Public Records of Manatee County, Florida; thence along said North boundary, N.89°23'01"W., a distance of 304.64 feet to the Northwest corner of said RIVER RUN ESTATES; thence along the West boundary of said RIVER RUN ESTATES, S.00°09'40"E., a distance of 312.19 feet to the Southwest corner of said RIVER RUN ESTATES said point also lying on the North right-of-way line of an unrecorded 30 foot railroad right-of-way; thence along said North right-of-way line, N.89°26'13"W., a distance of 631.56 feet to a point on the East maintained right-of-way line of 12th STREET EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said East right-of-way line, N.00°24'51"W., a distance of 606.97 feet to the **POINT OF BEGINNING**.

TOGETHER WITH vacated right of ways for 5th Street and Jackson Street as set forth and more particularly described in Ordinance No. 3085 recorded October 22, 2021 in Instrument # 202141140894.

(1 of 1)

Parcels: 1387000050--JORDAN CREEK AT BRADENTON EAST LLC

SELECTPIN	1387000050
PARCEL_ID	1387000050
PRIMARY_AD	1201 27TH ST E
PROP_HN	1201
POSTAL_STR	27TH
POSTAL_SUF	ST
PROP_DIR	E
PROP_CITYN	BRADENTON
PROP_ZIP	34208
PROP_PLC	BR
OWNER	JORDAN CREEK AT BRADENTON EAST LLC
SECONDARY_	
SUBDNUM	1386500
SUBDIVISIO	SOUTH BRADEN CASTLE CAMP PB2/144
SUBDIVIS_1	V001-
ACRES	11.247
LUC	1000
LUC_DESCRI	Vacant Commercial (1555)
ZONING	BR_R-2
COMMISSION	Amanda Ballard
FUTURE_LAN	CITY
SECTION_IN	32 34S 18E
SEC	32
TWN	34S
RNG	18
HIST_NAME	
FLOOD_ZONE	AE,X
FLOOD_WAY	
FLOOD_MAP	12081C0307F
OVERLAYS	CEA,CPA
WATERSHED	
HISTORIC	URBAN-C
FIRE_DISTR	CITY OF BRADENTON FIRE DEPT
EVACUATION	A,B
IMPACT_FEE	SE
SPECIAL_AR	
SCHOOL_SVC	SSA-3
FRONTAGE	0
IMPRVAL	10
JUSTVAL	418860



200ft

-82.529 27.489 Degrees

Layer List

(1 of 1)

Parcels: 1387200007--JORDAN CREEK AT BRADENTON EAST LLC

SELECTPIN	1387200007
PARCEL_ID	1387200007
PRIMARY_AD	2906 11TH AVE E
PROP_HN	2906
POSTAL_STR	11TH
POSTAL_SUF	AVE
PROP_DIR	E
PROP_CITYN	BRADENTON
PROP_ZIP	34208
PROP_PLC	BR
OWNER	JORDAN CREEK AT BRADENTON EAST LLC
SECONDARY_	
SUBDNUM	1386500
SUBDIVISIO	SOUTH BRADEN CASTLE CAMP PB2/144
SUBDIVIS_1	1-5
ACRES	1.1296
LUC	0000
LUC_DESCRI	Vacant Residential Platted (1554)
ZONING	BR_R-2
COMMISSION	Amanda Ballard
FUTURE_LAN	CITY
SECTION_IN	32 34S 18E
SEC	32
TWN	34S
RNG	18
HIST_NAME	
FLOOD_ZONE	AE,X
FLOOD_WAY	
FLOOD_MAP	12081C0307F
OVERLAYS	CPA
WATERSHED	
HISTORIC	URBAN-C
FIRE_DISTR	CITY OF BRADENTON FIRE DEPT
EVACUATION	A
IMPACT_FEE	SE
SPECIAL_AR	
SCHOOL_SVC	SSA-3
FRONTAGE	144
IMPRVAL	0
JUSTVAL	45000



200ft

-82.529 27.489 Degrees

Layer List

Jordan Creek at Bradenton East
Environmental Assessment Report
Subdivision Plan Approval
City of Bradenton, Florida

October 2021
(Updated October 2023)
ECT No. 210715-0200

Jordan Creek at Manatee LLC
11330 SW 23rd Place
Davie, Florida 33325

ECT
1191 Sarasota Center Boulevard
Sarasota, Florida 34240
www.ectinc.com

Document Review

The dual signatory process is an integral part of Environmental Consulting & Technology, Inc.'s (ECT's) Document Review Policy No. 9.03. All ECT documents undergo technical/peer review prior to dispatching these documents to any outside entity.

This document has been authored and reviewed by the following employees:

Matthew Horrigan	Tammy C. Lyday
Author	Peer Review
Signature	Signature
October 20, 2023	October 20, 2023
Date	Date

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1.0 Introduction

Environmental Consulting & Technology, Inc. (ECT) has prepared this habitat assessment and formal wildlife survey at the Jordan Creek at Bradenton East located at 1201 27th Street East (Parcel Nos. 1387000050 and 1387200007), City of Bradenton, Manatee County, Florida (Figure 1). ECT ecologists conducted a habitat assessment to evaluate any wetland and upland habitats onsite in accordance with the Florida Land Use Cover and Forms Classification System[1] (FLUCFCS). The site occurs in the Braden River Basin but does not occur in any of the County's Watershed Protection Overlays. No wetlands or surface waters occur onsite. To assist with this application, ECT conducted a habitat assessment and general wildlife survey on October 19, 2023 to evaluate the site for any wetlands, upland habitats and state and federally listed species. The results of ECT's environmental assessment are outlined below.

[1] FDOT January 1999

2.0 Soils

The *Soil Survey of Manatee County* (1983) shows that the entire site is mapped as upland soils associated with EauGallie Fine Sand and Zolfo Fine Sand which are both upland soils as shown on Figure 2.

Table 2-1. Soils Associated with the Jordan Creek at Bradenton East Project.

Soil Type	Mapping Unit	Hydric Soils	Natural Vegetation Associations Referenced in the Soil Survey of Manatee County (1983)
EauGallie Fine Sand (0-2% slopes)	020	No	Native vegetation commonly found with broad flatwoods includes slash pine, wax myrtle, saw palmetto, gallberry, pineland threeawn, bluestem, panicum and various other grasses.
Zolfo Fine Sand	054	No	These soils are commonly found with broad flatwoods vegetated with longleaf and slash pine and scattered cabbage palm with an understory of saw palmetto, wax myrtle, inkberry, gallberry, pineland threeawn, bluestem, Indiangrass, paspalum, panicum, goldaster, huckleberry and running oak.

3.0 Habitats and Land Uses

ECT conducted a habitat assessment for the subject property to evaluate the site for wetlands, surface waters and upland habitats. Before conducting the habitat assessment, ECT first evaluated permitting records from the Southwest Florida Water Management District (SWFWMD). The site has an expired Environmental Resource Permit (ERP Permit No. 44000945.002) for the development of a residential subdivision issued in June 2008. No development has taken place and the permit has since expired in June 2013. The ERP confirmed there are no wetlands or surface waters on the site. During this site review, ECT confirmed that there are no wetlands or surface waters have developed on this site since the 2008 permit issuance.

ECT conducted a habitat assessment and mapped all habitats and land uses onsite based on the *Florida Land Use Cover and Forms Classification System*[2] (FLUCFCS). Overall, the site consists of open land (urban) (FLUCFCS 190) as the primary habitat as shown on the enclosed Land Use Map (Figure 3). A summary of uplands is provided below with a brief description of each habitat/land use. Representative photographs of each habitat are included in the Photolog (Appendix A).

3.1 Uplands

The site contains a total of 12.13 acres of uplands characterized by open land (urban) (FLUCFCS 190) and live oak (FLUCFCS 427). Below is a description of each upland use.

Open Land (Urban) (FLUCFCS 190; 6.17 acres)

Urban-developed open land habitat comprises approximately 50.9% of the project site. This land use is primarily vegetated with Bahia grass (*Paspalum notatum*) and Bermuda grass (*Cynodon dactylon*). Other ground cover includes hairy indigo (*Indigofera hirsuta),* shrubby false buttonweed (*Spermacoce verticillata*), smutgrass (*Sporobolus indicus*), Mexican clover (*Richardia brasiliensis*) broomsedge (*Andropogon* spp.), flatsedge (*Cyperus* spp.), goldenrod (*Solidago* spp.), American beautyberry (*Callicarpa americana*), beggarticks (*Biden alba*), littlebell (*Ipomoea triloba*), dog fennel (*Eupatorium capillifolium*), cogon grass (*Imperata cylindrica*), Indian hemp (*Sida rhombifolia*), muscadine, and

[2] Florida Department of Transportation, January 1999

sandbur (*Cenchrus* sp.). Scattered cabbage palm (*Sabal palmetto*), queen palm (*Syagrus romanzoffiana*), and Brazilian pepper (*Schinus terebinthifolia*) are also present.

Live Oak (FLUCFCS 427; 5.96 acres)

The south and east sides of the property are heavily forested with a canopy dominated by live oak (*Quercus virginiana*) and including laurel oak (*Quercus laurifolia*), cabbage palm (*Sabal palmetto*), and invasive/exotic species such as white leadtree (*Leucaena leucocephala*), java plum (*Syzygium cumini*), and flamegold (*Koelreuteria elegans*). Understory and groundcover species include wax myrtle (*Morella cerifera*), sensitive pea (*Chamaecrista nictitans*), wild coffee (*Psychotria nervosa*), Baldwin's flatsedge (*Cyperus croceus*), Chapman's goldenrod (*Solidago odora var. chapmanii*), fourpetal St. John's-wort (*Hypericum tetrapetalum*), paintedleaf (*Euphorbia cyathophora*), earleaf greenbrier (*Smilax auriculata*), Virginia creeper (*Parthenocissus quinquefolia*), and muscadine (*Vitis rotundifolia*), however, these strata are dominated by exotic invasive species such as Brazilian pepper (*Schinus terebinthifolia*), carrotwood (*Cupaniopsis anacardioides*), Guineagrass (*Urochloa maxima*), Caesarweed (*Urena lobata*), and air potato (*Dioscorea bulbifera*).

3.2 Wetlands And Surface Waters

No wetlands or surface waters occur on the site.

4.0 Listed Species

ECT conducted a general wildlife survey to evaluate the site for Threatened or Endangered species that are subject to state and federal protection under Chapter 68A-27, F.A.C. and 50 CFR 17 and 23. The wildlife survey focused on listed species with geographic distributions covering Manatee County, but also took the onsite habitats and land uses into consideration. Before initiating field surveys, ECT conducted a desktop analysis to review relevant regulatory databases for listed species that are known to occur in the area and consultation areas that apply (i.e., eagle nests, wading birds). ECT then conducted a field survey on October 19, 2023, to evaluate for listed species or evidence of their presence (e.g. burrows, nests, etc.). The wildlife survey was conducted following general guidelines and methodologies provided in the Florida Wildlife Conservation Guide (2018).

No listed wildlife species were observed during the October 2023 survey, but some species have the potential to periodically use the site for foraging. This is consistent with the observations made during the October 2021 survey as well. Table 4-1 below includes a summary of listed species that were evaluated during the wildlife survey based on geographic occurrence. Immediately following the table is a summary of our findings for key listed species. No listed species were observed on site or in the surrounding areas during the wildlife surveys.

Table 4-1. Listed Wildlife Species Observed or Having the Potential to Occur at the Jordan Creek at Bradenton East Project.

Common Name	Scientific Name	Legal Status		Probability of Occurrence
		USFWS	FWC	
Reptiles				
American Alligator	*Alligator mississippiensis*	T (S/A)	FT(S/A)	Very Low
Eastern Indigo Snake	*Drymarchon couperi*	T	FT	Very Low
Gopher Tortoise	*Gopherus polyphemus*	-----	ST	Low
Florida Pine Snake	*Pituophis melanoleucus mugitus*	-----	ST	Very Low
Birds				
Wood Stork	*Mycteria americana*	T	FT	Low
Florida Sandhill Crane	*Antigone canadensis pratensis*	-----	ST	Moderate
Little Blue Heron	*Egretta caerulea*	-----	ST	Low

Common Name	Scientific Name	Legal Status		Probability of Occurrence
		USFWS	FWC	
Tricolored Heron	*Egretta tricolor*	-----	ST	Low
Roseate Spoonbill	*Platalea ajaja*	-----	ST	Low
Bald Eagle	*Haliaeetus leucocephalus*	*	-----	Moderate
Southeastern American Kestrel	*Falco sparverius Paulus*	-----	ST	Low
Florida Scrub-jay	*Aphelocoma coerulescens*	T	FT	Very Low
Burrowing Owl	*Athene cunicularia floridana*	-----	ST	Low

* Bald eagles are afforded federal protection under the Bald and Golden Eagle Protection Act.

USFWS Status: E: Endangered (subject to state and federal protection); T: Threatened (subject to state and federal protection); T(S/A): Threatened due to similarity of appearance.

FWC Status: FE: Federal Endangered (subject to state and federal protection); FT: Federally Threatened (subject to state and federal protection); ST: State-Threatened only (not federally listed); FT(S/A): Federally Threatened due to similarity of appearance

Gopher Tortoise

Gopher tortoises are listed as State-Threatened and prefer sandhills, xeric scrub habitat, palmetto prairie and pine flatwoods but can be found in other habitats and even developed areas. ECT did a preliminary survey of the site in accordance with FWC's *Gopher Tortoise Permitting Guidelines* (Revised April 2023) and did not observe any gopher tortoise burrows. A pre-construction (100%) gopher tortoise survey will be necessary prior to clearing and construction. Should any burrows be found during the preconstruction surveys, a permit from FWC to relocate tortoises offsite to an approved recipient site prior to construction will be required.

Eastern Indigo Snakes

Eastern indigo snakes (*Drymarchon corais couperi*) are listed as Federally Threatened and can be found in a wide range of habitats including pine flatwoods, scrubby flatwoods, high pine, dry prairie, and tropical hardwood hammocks. They are also commonly associated with gopher tortoises since they are a commensal species that can be found occupying the same burrows. The site contains no suitable habitat or gopher tortoises. Furthermore, habitat fragmentation from the surrounding roads and neighborhoods has compromised potential for this species to utilize the site. Therefore, indigo snakes are highly unlikely to utilize this site.

Florida Pine Snake

Florida pine snakes (*Pituophis melanoleucus mugitus*) are listed as State-Threatened and inhabit sandhill, scrub, xeric hammock, scrubby flatwoods, mesic pine flatwoods, and dry prairie with dry soils. No suitable xeric habitat occurs on the subject parcel, therefore there is a very low potential for this species to occur onsite.

American Alligator

American alligators (*Alligator mississippiensis*) are listed as Federally Threatened only because of their similarity of appearance to the American crocodile (*Crocodylus acutus*) which is Federally Threatened. They are known to inhabit nearly any freshwater and brackish waters including marshes, rivers, lakes, as well as man-made features including ditches, canals, and ponds if water levels are suitable. No alligators were observed, but they may periodically use an offsite ditch for wildlife passage although the ditch isn't deep enough to be considered suitable habitat for this species and the culverts are obstructions for this species.

Bald Eagles

While no longer listed as Threatened by the USFWS or FWC, bald eagles (*Haliaeetus leucocephalus*) continue to be protected by state and federal laws under the Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act. Based on the FWC Eagle Nest Locator database, the closest bald eagle nest (MN052) is located approximately 1-mile southeast of the project site (Figure 4). The project site is well outside of the protection zones (330-feet primary, 660-feet secondary) for the closest nest. Eagles also typically nest in large pine trees which do not exist onsite; therefore, bald eagles are not expected to occur onsite.

Florida Sandhill Cranes

Florida sandhill cranes *(Grus canadensis pratensis)* are state listed as Threatened and typically nest in shallow, freshwater marsh wetlands between February and April. They also utilize open grassy areas and pasture for foraging. The site has no wetlands that could be used for nesting, but they could use open grassy areas onsite for occasional foraging. Since there are no wetlands on or near the site, sandhill cranes are not expected to be adversely impacted from development of this site.

Wood Storks and Listed Wading Birds

ECT did not observe any wood storks (*Mycteria americana*) or other listed wading birds on the site. Based on the USFWS wood stork database, there is a known wood stork colony located approximately 1-mile north of the site at the confluence of the Braden and Manatee River (Figure 4). Therefore, the

project site is located in the designated core foraging area for this wood stork colony in which case impacts to wood stork foraging habitat should be considered. Since no wetlands are located on the site, there is minimal loss of wading bird habitat. Therefore, wood storks and state-listed wading bird species will not be adversely affected by this project.

Florida Scrub Jays

Florida scrub jays (*Aphelocoma coerulescens*) are federally listed as Threatened and inhabits low, open xeric oak scrub throughout peninsular Florida. The site occurs in the USFWS consultation area for Florida scrub jays, but does not contain any xeric habitat for this species (Figure 4). Therefore, scrub jays will not be affected by development of this site.

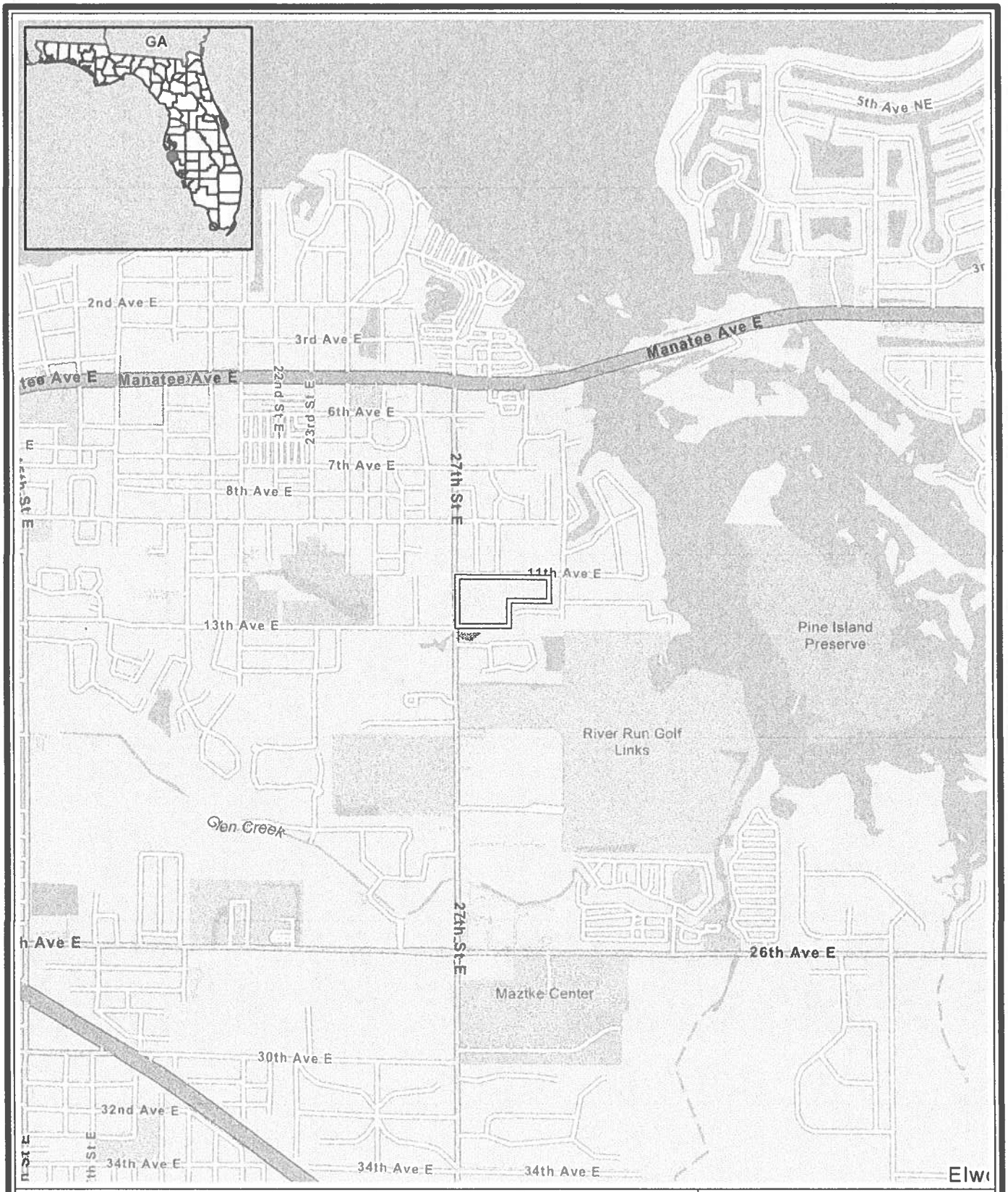
Southern American Kestrels

Southeastern American kestrels (*Falco sparverius paulus*) are state listed as Threatened and inhabit open lands where both foraging and nesting opportunities exist. They tend to nest in natural cavities of dead trees (snags) and abandoned woodpecker nests near open, expansive foraging lands. No kestrels were observed during the wildlife survey and the site does not contain suitable nesting or foraging habitat for this species. Therefore, kestrels are very unlikely to utilize this site and will not be adversely affected by development.

Burrowing Owls

Burrowing owls (*Athene cunicularia floridana*) are state listed as Threatened and inhabit sandhills, ruderal communities, dry prairies, and pasture with minimal groundcover vegetation. No burrowing owl burrows were observed onsite, nor are they expected given the historic land uses and lack of suitable habitat.

Figures



Project Boundary

N

0 1,000 2,000

Feet

Base Layer: ESRI Streetmap

Figure 1
Site Location

Jordan Creek
Manatee County, Florida
Date: 9/18/2023

ECT



Symbol	Description	Hydric	Acres
20	Eaugallie Fine Sand, 0 To 2 Percent Slopes	No	5.44
54	Zolfo Fine Sand, 0 To 2 Percent Slopes	No	6.69
Total			12.13

Legend

Project Boundary

Soil

N

0 100 200

Feet

Sources: NRCS 2022; Esri World Imagery 2020; ECT, 2023.

Figure 2
Soils

Jordan Creek
Manatee County, Florida

ECT



Within Project Boundary		
FLUCFCS	Description	Acres
190	Open Land (Urban)	6.17
427	Live Oak	5.96
Total		12.13

Within Site Buffer (500ft)		
FLUCFCS	Description	Acres
120	Residential Medium Density	7.33
130	Residential High Density	29.34
190	Open Land	16.48
430	Upland Mixed Forests	2.11
530	Reservoirs	1.23
630	Wetland Forested Mixed	0.05
Total		56.54

Figure 3
Extended Land Use/Land Cover

Jordan Creek
Manatee County, Florida

ECT

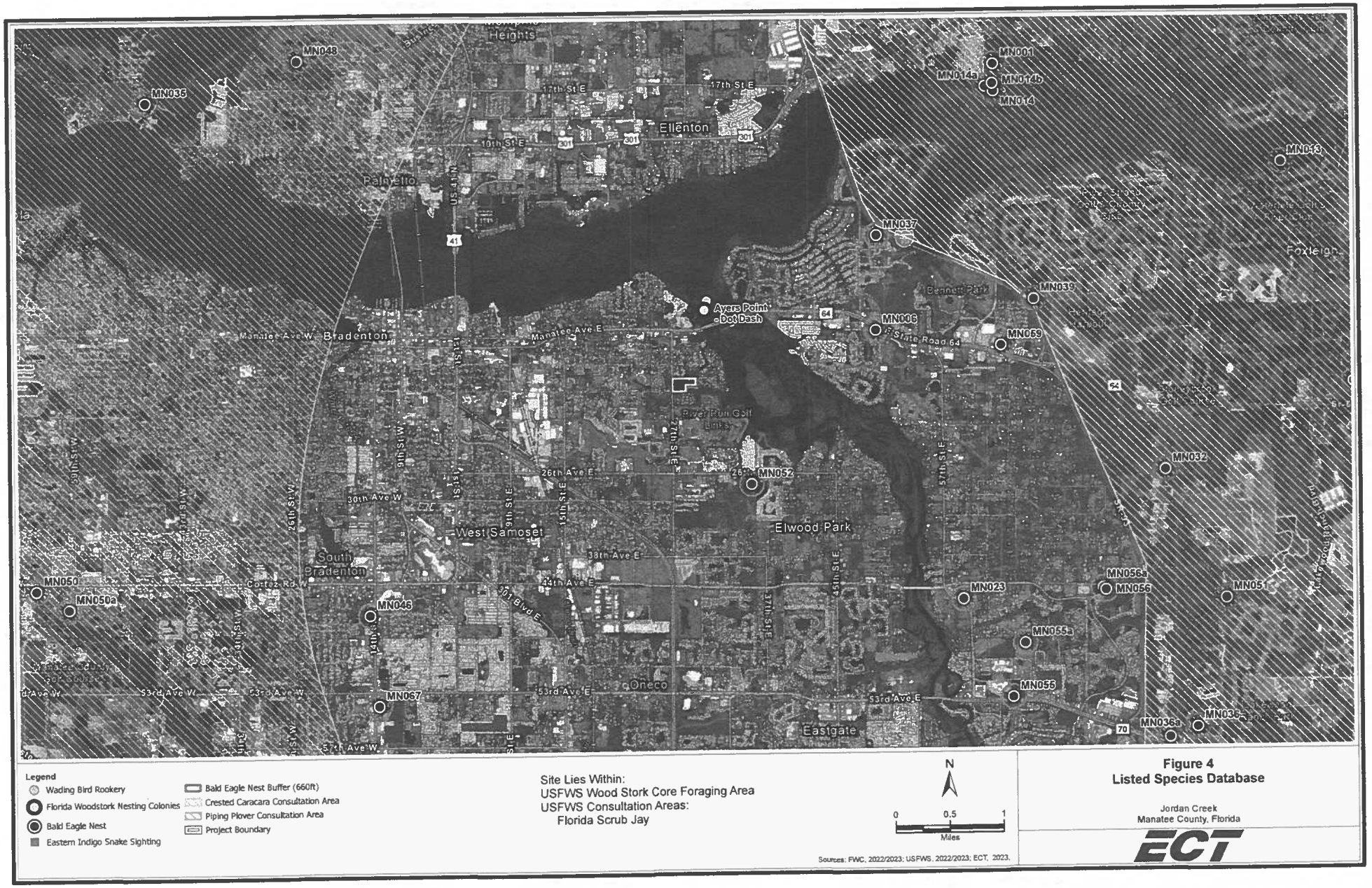


Figure 4
Listed Species Database

Jordan Creek
Manatee County, Florida

ECT

Appendix A Site Photographs



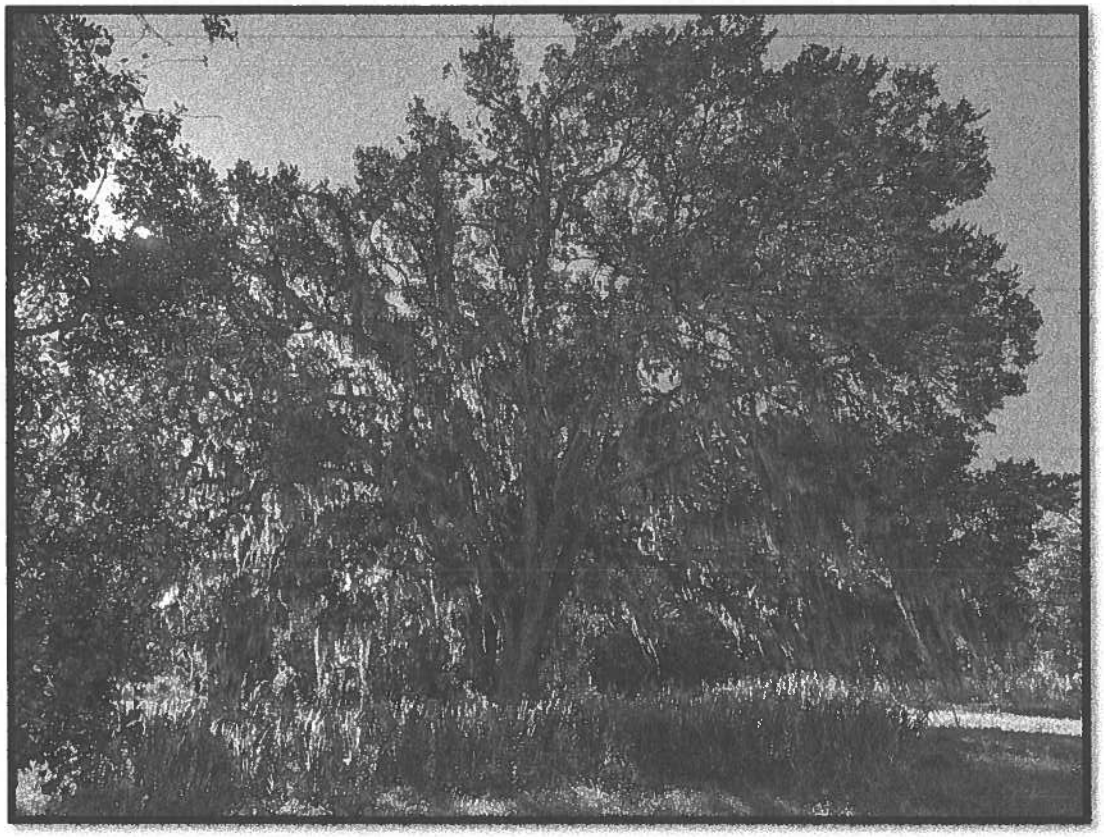
Photograph No. 1. Open Land-Urban (FLUCFCS 190)



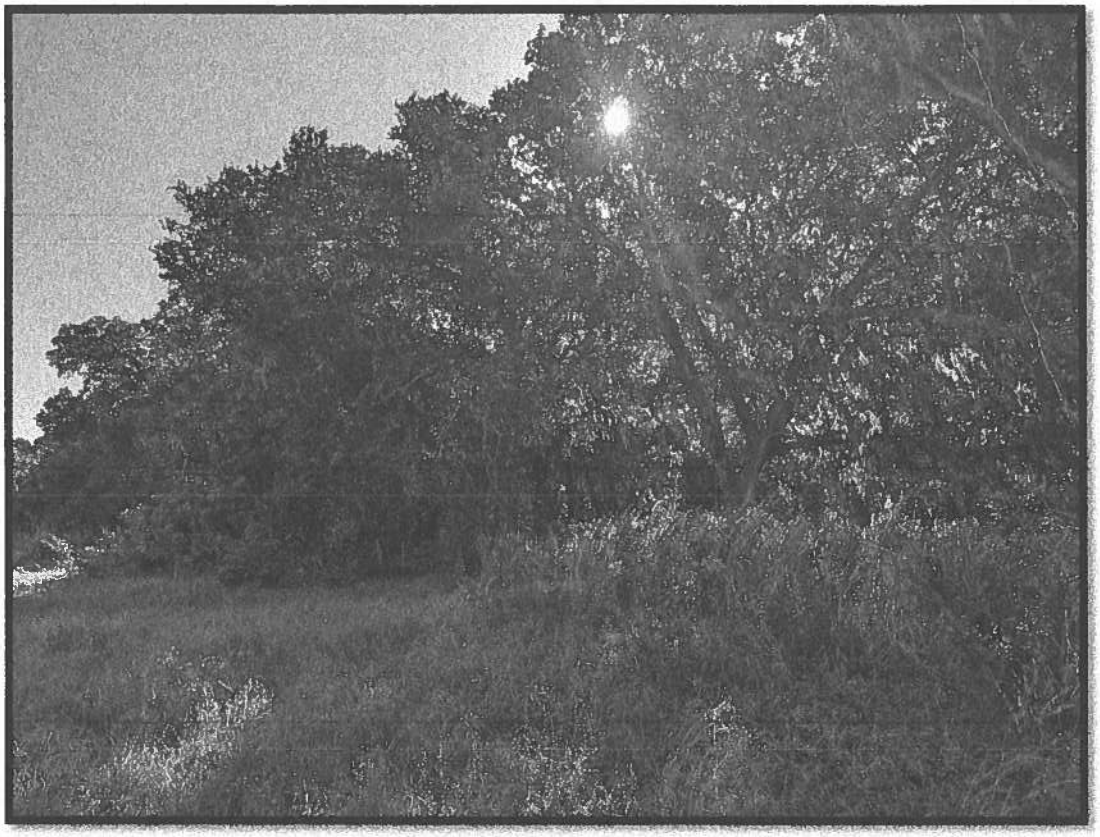
Photograph No. 2. Open Land-Urban (FLUCFCS 190)



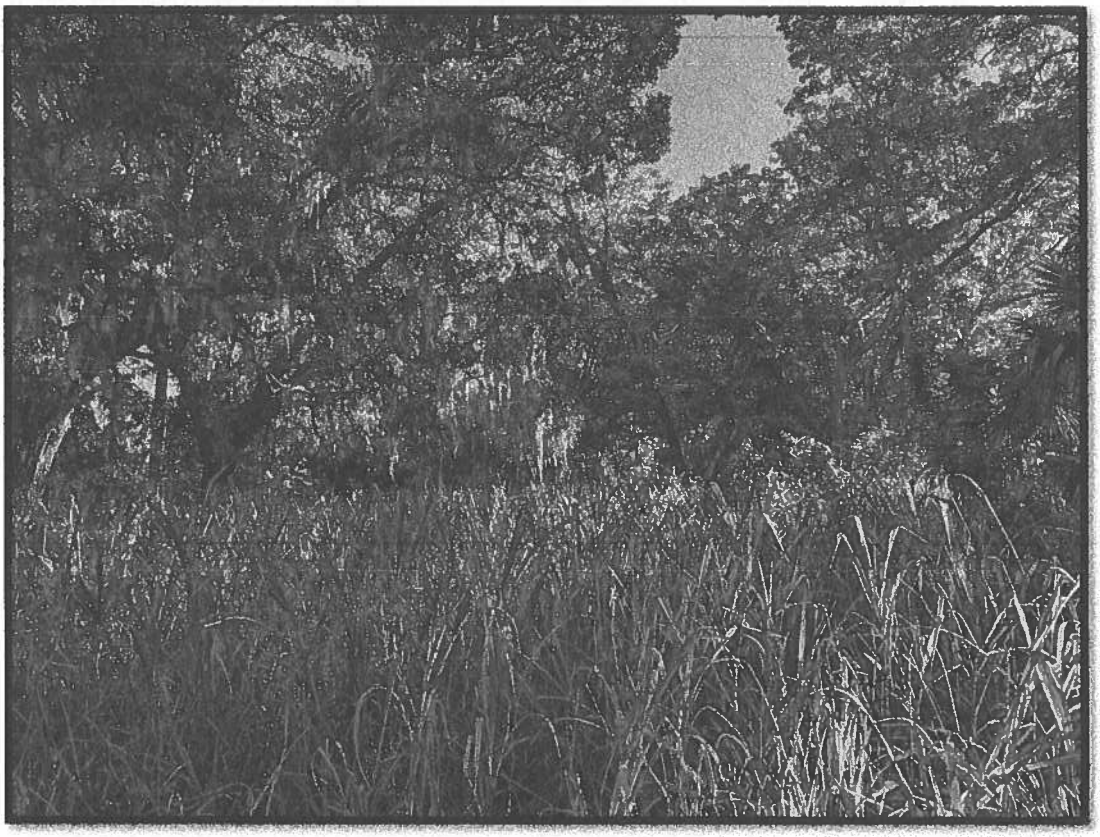
Photograph No. 3. Open Land-Urban (FLUCFCS 190)



Photograph 4. Live Oak (FLUCFCS 427)



Photograph No. 5. Live Oak (FLUCFCS 427)



Photograph 6. Live Oak (FLUCFCS 427)

Traffic Impact Statement

Golf Village

Bradenton, Florida

Submitted November 8, 2023

Prepared by:

LANDIS EVANS + PARTNERS

3810 Northdale Blvd., Suite 100
Tampa, FL 33624

Theodore Anton Petritsch
LICENSE
No 48857
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Theodore A Petritsch
Date: 2023.11.08 12:05:21 -05'00'

Theodore A. Petritsch, P.E.

Florida License # 48857

This item has been digitally signed and sealed by Theodore Petritsch P.E., on 11/08/2023.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Narrative

This project is located southeast of the corner of 27th St E and 11 Ave E in Bradenton, Florida. The property is currently vacant. The applicant proposes to construct 33 duplex villa lots with 66 homes in total. This development will also provide a connection to the River Run Estates subdivision, southeast of the property, and thus will include their proposed 20 units in this analysis. This TIS is to support a Preliminary Plat application through the City of Bradenton.

Trip Generation

Table 1 below indicates the estimated trips using ITE Trip Generation 10th Edition.

Table 1. Trip Generation

ITE Code	Land Use Type	Size	PM Peak-Hour Trips In	PM Peak-Hour Trips Out	PM Peak-Hour Total Trips
210	Single Family	86 Units	54	32	86
	Total	86 Units	54	32	86

The trip generation indicates that there are less than 100 trips that will be generated by the proposed development.

Impact Area

The significant impact area includes first-impacted thoroughfares and thoroughfares carrying project traffic equal to or greater than five percent of the PM peak hour service volume ("capacity") at adopted level of service (LOS). 27th St E is the first-impacted thoroughfare and is included in the analysis. Table 2 below indicates the impacted roadway links; the project traffic impacts on the impacted links and the capacity of those facilities are described on page 4 of the Manatee County Concurrency Transportation Link Sheet (October 2023).

Table 2. Impact Area

Link No	Road	From	To	Lanes	Adopted LOS	PM Peak Service Volume	Peak Hour Project Traffic	Project Traffic as % of Svc Vol
1450	27 St E	SR 64	13 Ave E	2	D	1250	86	6.88%

As shown in Table 2, the development's traffic exceeds the five percent threshold on the first-impacted road segment. This segment is expected to carry the most project traffic and lessen upon connection to other roadway segments.

Level of Service Analysis

Table 3 summarizes the generalized level of service analysis on impacted roadways. This was determined using the 2023 FDOT Quality/Level of Service Handbook for C3R roadways. The Non-State Signalized Roadway Adjustment factor was applied to this roadway segment. This segment is already operating below the adopted LOS based on the existing volume. The impacted segment of 27th St E will continue to operate below the adopted LOS D standard with the addition of this development. 27th St E is planned to be widened to 4 lanes per the *2045 Future Traffic Circulation Number of Lanes* map in the Manatee County Comprehensive Plan. The roadway segment would operate above the adopted level of service based on the 4-lane threshold volumes.

Table 3. Level of Service Analysis

Road	From	To	PM Peak Hour Base Volume	Peak Hour Reserved	Estimated Project Traffic	Peak Hour Total Traffic	LOS
27 St E	SR 64	13 Ave E	1931	155	86	2172	F (C *)

*Based on C3R threshold volumes for a 4-lane roadway

Access

The project has one proposed access driveway on both 27th St E and 11th Ave E. The connection to River Run Estates will provide a third access driveway to 30th St Ct E. The proposed entering volumes of 54 trips per hour in the PM Peak were compared to the charts in NCHRP 279 and 745 to determine if a right turn lane and left turn lane, respectively, would be merited at the driveways on 27th St. E.

NCHRP 279 provides for the use of a radius for driveways serving up to 20 right turning, entering vehicles an hour and 40 right turners for a taper. Based upon this information, a right turn lane is not warranted. It is anticipated that about 30 of the 54 entering trips (55%) will be right turners distributed amongst the three driveways and thus only a right turn radius would be required.

The NCHRP 745 charts for urban and suburban arterials, three legs, indicate that 5 left turns are needed at a 450 veh/hr/ln approach volume to warrant a left turn lane. While the proposed development exceeds this requirement, the report also recommends considering the appropriateness of such an improvement along the corridor and provides an example decision tree flowchart shown in Figure 1 below.

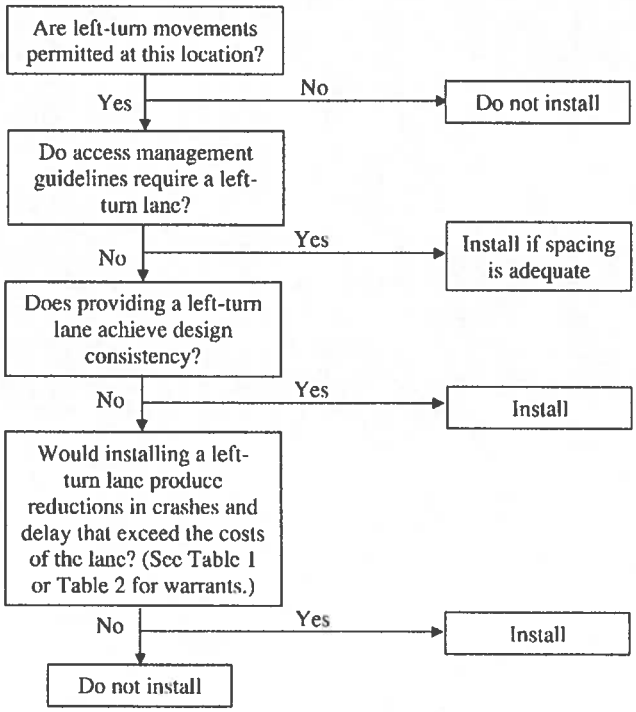


Figure 1 NCHRP 745 example decision flowchart for installation of left-turn lane

Based on this flowchart we can make five statements:

1. It is anticipated that left turns will be permitted at the two driveway entrances. It is assumed left turns will only occur at the 27th street driveway.
2. The Manatee County traffic study guidelines on access require us to conform with the NCHRP 745 methods.
3. Providing a left turn lane would not be consistent with the current design of this thoroughfare as there are no left turn lanes on this roadway or any nearby roadways with subdivision access points.
4. There have been 21 crashes within the last three years along the 27th street segment from SR 64 to 13th Ave E. None of these crashes would have been mitigated by adding a left turn lane along 27th St E.
5. A representative HCS analysis at one of the proposed entrances along 27th St indicates that the approach delay difference between the corridor with and without a left turn lane is 0.2 s/veh. The left turn delay study conducted in October 2022 at a comparable site along 27th St also supports minimal delay. This report is included in Appendix A.

When one considers the entire NCHRP 745 process, it is found that a left turn lane is not necessary or appropriate for this corridor.

Multi-Modal Transportation

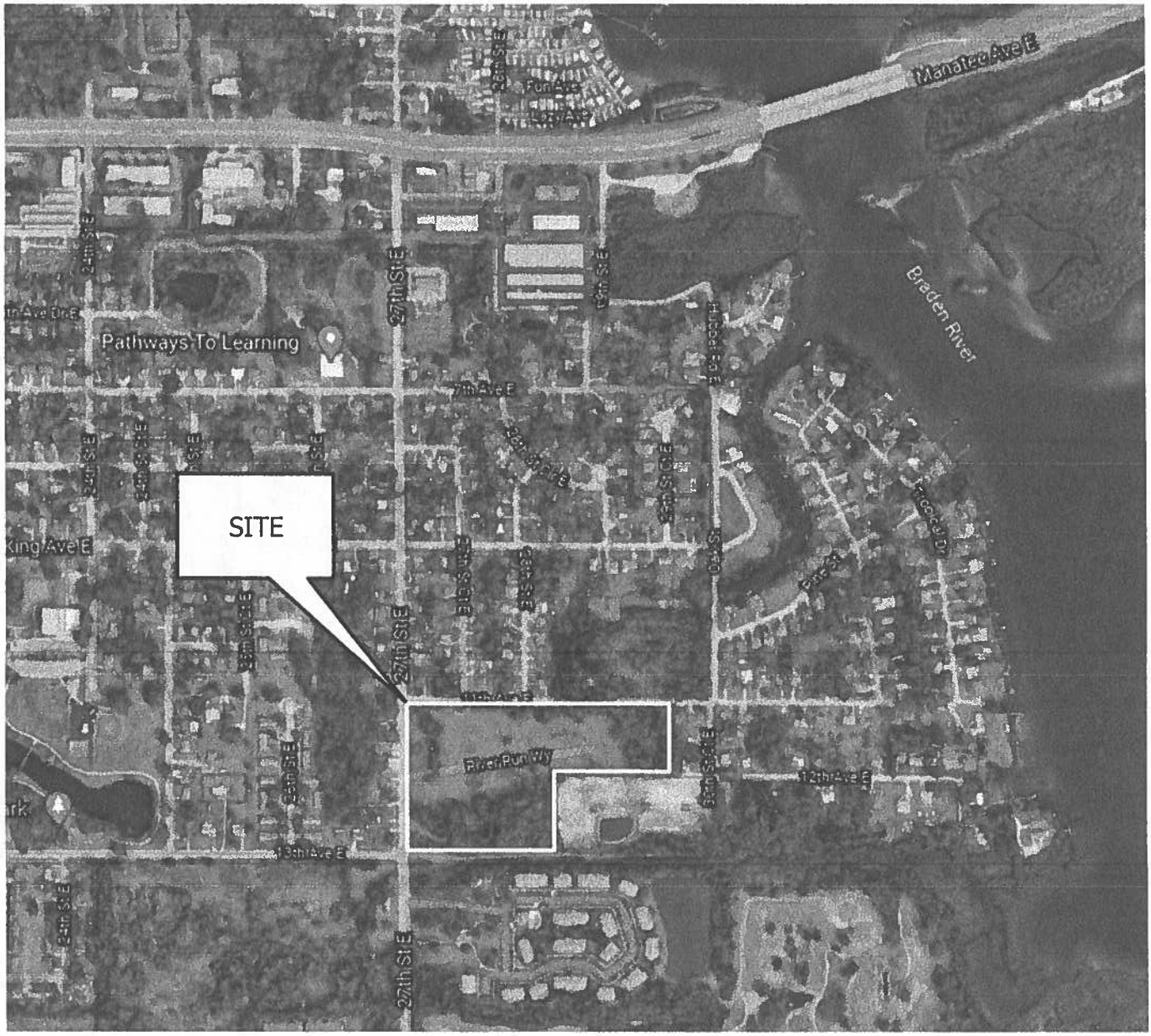
Sidewalks currently exist on the east side of 27th St E adjacent to the site. There are no bicycle facilities currently existing adjacent to the project site. Some bicyclists may choose to use the sidewalk. Bus stop 1426 on Line 4 is located on the east side of 27th St E about 50-ft from the intersection of 27th St E and 11th Ave E adjacent to the site.

The project proposes additional sidewalk within the site that will connect to the exiting eastern sidewalk. On-site pavement striping, stop bars, and signing will support safe operations. The nearby bus stops will likely encourage transit riders to and from the development.

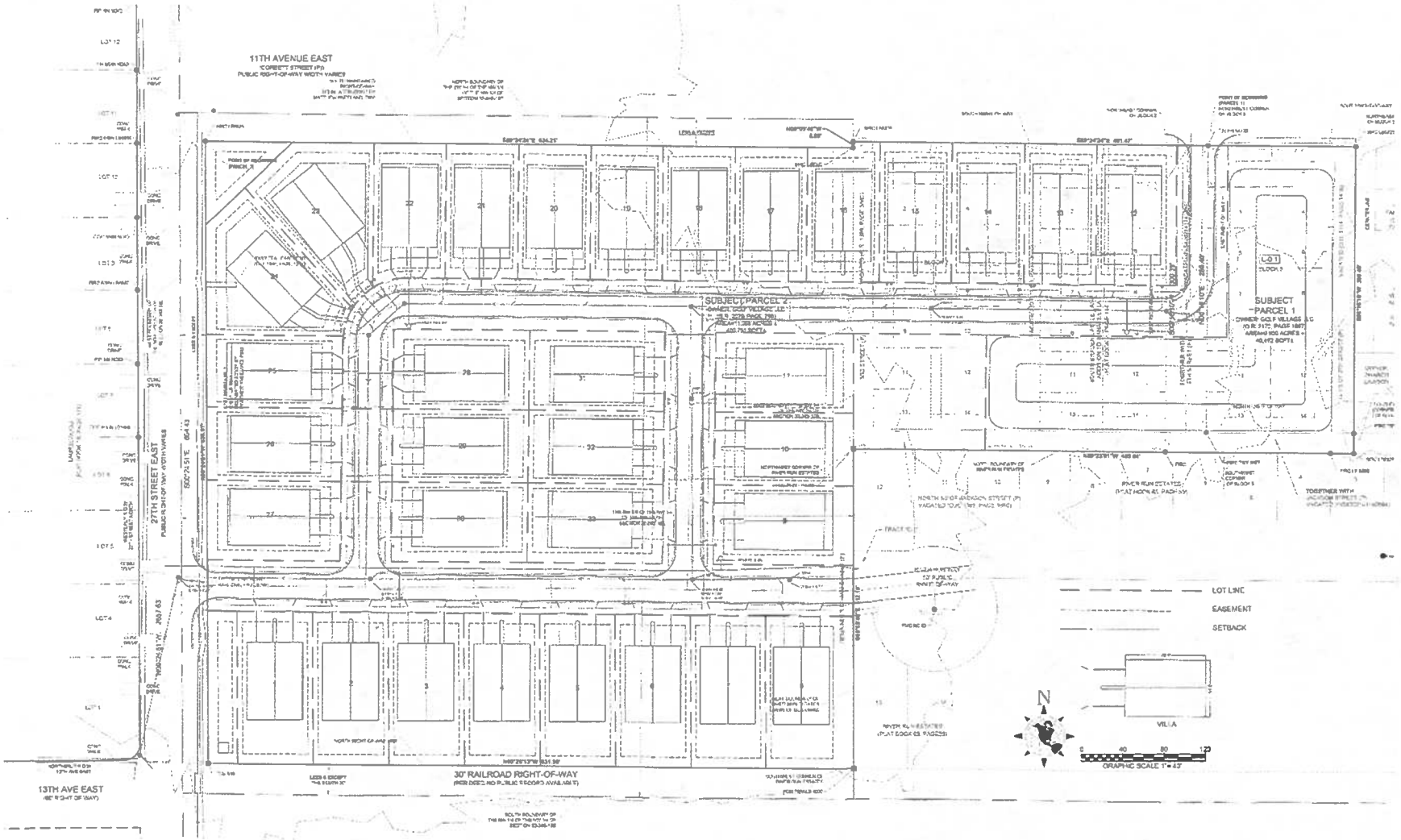
Conclusion

The proposed development is not projected to add substantial adverse transportation impacts on significantly impacted thoroughfare roadways. This TIS shows that Link 1450 along 27th St E from Manatee Ave to 13th Ave E will be impacted with 86 PM peak-hour trips.

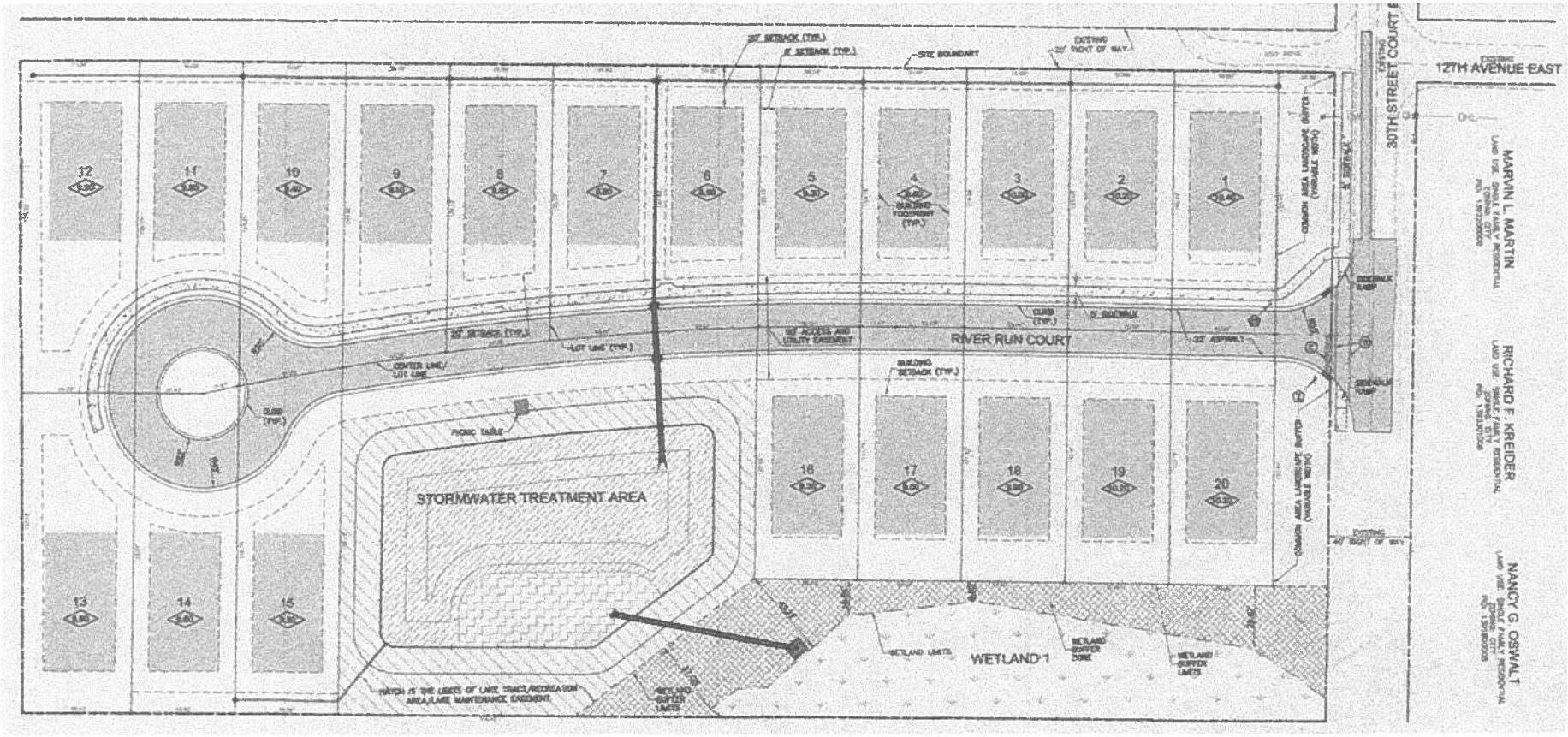
Site Location



Site Plan


11TH AVENUE EAST
27TH STREET EAST
13TH AVE EAST
30' RAILROAD RIGHT-OF-WAY
SUBJECT PARCEL 2
SUBJECT PARCEL 1
LOT LINE
EASEMENT
SETBACK
VILLA
GRAPHIC SCALE 1" = 40'

River Run Estates Site Plan



APPENDIX A

MEMORANDUM

DATE: November 15, 2022

TO: Adam Jacobson, President, JB Howell

FROM: Theo Petritsch, P.E., PTOE, Landis Evans + Partners Project Manager

SUBJECT: **Supplement to the Golf Village Traffic Impact Statement**
Left Turn Delay Study at River Trace Circle in Bradenton

This study was conducted to supplement the Traffic Impact Statement (TIS) for the proposed Golf Village Development located on the southeast corner of 27th St E and 11 Ave E in Bradenton, Manatee County, FL. It was requested by the County to support the TIS assertion that a left-turn lane should not be required at the Golf Village Development. The intent was to determine the left-turn delay at a similar development.

River Trace Circle apartments was considered the closest in terms of trip generation rates, location, and anticipated conditions and thus used as a comparable site. The River Trace Apartments' entrance is located approximately 400 feet south of the proposed Golf Village driveway. River Trace Apartments, with 178 units, is substantially larger than the proposed 66-unit Golf Village development.

The average delay per vehicle at River Trace Circle was calculated as 1 second per southbound vehicle. Of 41 vehicles turning left into River Trace Circle over the 1.5 peak hour period, only 25 were required to wait for oncoming traffic prior to turning left. The average delay to all the turning vehicles and any cars required to wait behind them was approximately 10 seconds per vehicle.

This finding supports the Golf Village TIS recommendation against requiring a left-turn lane at Golf Village.

Purpose

The goal of the study is to determine the average number of left turns and their delays at an entrance into an existing complex (River Trace Circle) without a separate left-turn lane. The current complex's traffic could be used to estimate the delays at a nearby proposed complex.

Methodology

The study was conducted from 4:30 PM to 6:00 PM during peak hour traffic flows at the intersection of 27th Street East and River Trace Circle in Bradenton. All vehicles traveling in the southbound lane, where left turns into the complex occurred, were counted with a handheld counter. A separate count of left turning vehicles was also recorded with tallies. When a left-turning vehicle continued without coming to a complete stop before turning, they were only tallied. However, the delay was measured whenever left turning motorists completely stopped

before continuing. The delay from the vehicles stop to start was timed with a stopwatch application on a phone. Any subsequent vehicles that were also forced to stop behind the left turner were separately timed from their own stop to start. The delay from stop to start was recorded in seconds on a sheet as seen in Figure 1. Each column dictates a new left turn delay event, and each row is another car within that delay event. Total delays and number of delayed cars per event are calculated at the bottom of each column and the overall totals per study are calculated at the bottom of the page.

Results

Along with the totals, we calculated averages and rates for the percentage of vehicles delayed, average delay between all vehicles, and average delay between vehicles that are delayed. Over the course of 1.5 hours, we found that 10 percent of all vehicles were delayed and the average delay that those vehicles experienced was 9.9 seconds. The average delay for all southbound vehicles was 1 second per vehicle. Of a total of 667 southbound vehicles, 41 vehicles turned left and only 25 left turning vehicles were actually delayed prior to turning.

Landis Evans & Partners

LEFT TURN DELAY STUDY

SITE INFORMATION			GENERAL INFORMATION	
Roadway ID:	N/A ☑ Intersection ☐ Segment		Analyst:	Cameron Gasbarro
Roadway Name:	27th St E		Company:	Landis Evans and Partners
Cross Street:	River Trace Circle		Date Performed:	05-Oct-22
City:	Bradenton		Start/End Time:	4:30 PM - 6:00 PM
County:	Manatee		Remarks:	School Bus Stop @ 4:50 PM

CAR NUMBER	TIME OF DELAY (SEC TO TENTHS PLACE)												
1 (Turning)	3.5	7.8	3.2	2.7	2.3	5.0	10.4	19.9	19.7	6.4	3.8	32.5	24.7
2		4.6	0.4		1.8			18.7	19.3		3.3	31.7	6.8
3					0.8			5.8	19.3			30.1	
4					0.5			5.1	8.5			27.7	
5								4.5	8.4				
6								1.5	0.8				
7								1.2					
8								0.3					
9													
10													
11													
12													
13													
14													
15													
Total Delay	3.5	12.4	3.6	2.7	5.4	5	10.4	57	76	6.4	7.1	122	31.5
# Delayed	1	2	2	1	4	1	1	8	6	1	2	4	2
1 (Turning)	3.0	39.1	7.8	5.3	4.8	3.9	3.9	4.1	15.7	7.2	3.9	21.6	
2		34.3	7.8	5.2	5.2	1.1		2.6		5.8	3.2	15.6	
3		25.5	8.3	4.9							2.1	8.5	
4		25.4		4.4									
5		19.1		1.4									
6		13.8											
7		8.5											
8													
9													
10													
11													
12													
13													
14													
15													
Total Delay	3	165.7	23.9	21.2	10	5	3.9	6.7	15.7	13	9.2	45.7	
# Delayed	1	7	3	5	2	2	1	2	1	2	3	3	
Totals	Vehicles: 657			Left Turns: 41			Delay: 666 sec			Delayed Vehicles: 67			
Rates	Vehicles Delayed: 10.2%			Average Delay per Vehicle: 1 sec					Avg Delay per Delayed Vehicle: 9.9 sec				

Figure 1 Left Turn Delay Data Collection Sheet

School District of Manatee County

School Report

This School Report does not reserve capacity for school concurrency

This report is in response to a request for analysis of the projected demands on school facilities for the proposed land development application. This report is intended to be only information and analysis to assist the governing board in its land-use decision.

Project Information

Local Government:	City of Bradenton	**Senior Planner:**	Myra Schwarz,CNU-a
Project Name:	Jordan Creek at Bradenton East	**Fee:**	$ 650.00
Application Type:	#212424	**Date:**	03/04/21
Record Number:		**SSA:**	3
Project Number:		**Acres:**	12+/-
Address/PIN:	1207 27th St E and 2906 11th Ave E, Bradenton 34208	**Version:**	Preliminary Plat

Overview

The applicant requested Preliminary Plat approval for 66 duplex units on 33 lots on 12+/- acres. The development is proposed at 1207 27th Street East and 2906 11th Avenue East, Bradenton.

The School Report requires a fee of $650. The report is being issued in good faith so that the application can proceed without interruption.

Projected Students

Total Dwelling Units	Dwelling Unit	Elementary	Middle	High	Total
Townhouse/Duplex	66	13	5	4	22

ISSUES

Requires a response from the Applicant. Requires applicant modify plan and submit an updated new version of the plan (has a rule/law/code that requires the change)

None at this time.

CONDITIONS

Stipulations and comments that will not reject the plan for approval (would like to have but does not have a rule/law/code requiring the change)

None at this time.

NOTES

Preliminary School Concurrency Analysis

School capacity is available or will be available within the SSA or the contiguous SSA. A School Concurrency Analysis ($800) is required. The final analysis may differ from this preliminary analysis. This School Report does not reserve school capacity.

2020-21 School Attendance Zones

These are current school year attendance zones. These zones are subject to change by the School Board.
- Bashaw Elementary
- Braden River Middle
- Manatee High School

Sidewalks and Bicycle Paths

The development is not located within the two mile walking radius of a zoned school. Elementary, middle and high school students residing at this development will qualify for bussing. Staff is unable to determine if internal sidewalks are proposed. Sidewalks do exist along 27th Street East. The School District is requesting that sidewalks connect 27th Street East to all lots within the subdivision so that students have a safe route to area bus stops.

Crosswalks, Traffic Signalization, School Signs & Markings

Staff is unable to determine if internal crosswalks are proposed. The School District is requesting that crosswalks be provided at internal intersections and the internal street intersections with 27th Street East so that students have a safe route to area bus stops.

Transportation, Bus Stops, and Bus Shelters

At this time, the School District intends to utilize existing bus stops or the intersection of River Run Drive and 27th Street East as student pickup and drop off for the development.

The School District has observed a growing trend of parents driving students to bus stops and parking vehicles near the bus stop. The School District generally suggests providing a wider roadway near bus stops to accommodate additional parked cars or a **parking area** so the bus will be able to safely load/unload students and pass parked cars on the roadway. The applicant may want to work with the local government to establish a **No Parking Ordinance** in the entrance drives due to the trend of vehicles parking in these areas for the bus stops. **The School District also suggests providing a bus shelter, bicycle racks and lighting in the immediate area.**

Future circumstances may require a bus to enter a subdivision (i.e. special needs students). The School District recommends sufficient radius for a bus to turn around. The school buses require 10 feet of roadway and have a turning radius of 30 to 42.7 feet curb to curb.

Signature: Mike Pendley Executive Planner Date: 6/14/2021

pendleym@manateeschools.net (941) 708-8800 Extension 44056

PLANNED DEVELOPMENT PROJECT

JORDAN CREEK EAST

A RESIDENTIAL SUBDIVISION

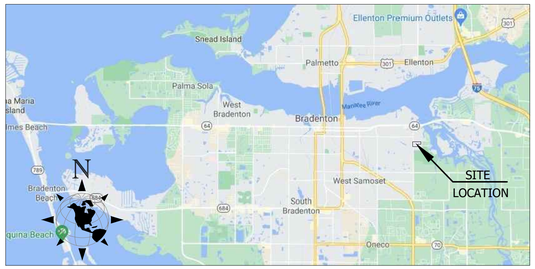
27TH STREET EAST, FLORIDA 34208
SECTION 32, TOWNSHIP 34 SOUTH, RANGE 18 EAST
BRADENTON, FLORIDA
PID: 1387000050

A DEVELOPMENT BY

JB HOWELL

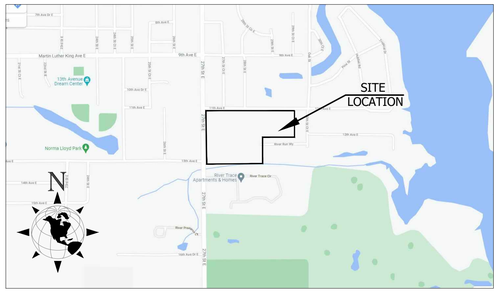
11330 SW 23rd Place
Davie, Florida 33325

REGIONAL MAP



BRADENTON, FLORIDA

LOCAL MAP



SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST
BRADENTON, FLORIDA

INDEX OF SHEETS

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2	NOTES
3	EXISTING CONDITIONS PLAN
4	DEMOLITION & EROSION CONTROL/SWPPP PLAN
5	AERIAL SITE PLAN
6	SITE PLAN
7	PAVING, GRADING, & DRAINAGE PLAN
8	MASTER UTILITY PLAN
9-9a	PLAN & PROFILE
10-12a	PAVING, GRADING, & DRAINAGE DETAILS
13-15	UTILITY DETAILS
1of3, 2of 3 & 3of3	ALTA/NSPS LAND TITLE SURVEY
L-1	LANDSCAPE DESIGN
I-1	IRRIGATION DESIGN
T-1	TREE PRESERVATION & REMOVAL

PROJECT CONTACTS

ENGINEER:
MATTHEW J. MORRIS P.E.
MORRIS ENGINEERING & CONSULTING, LLC
6997 PROFESSIONAL PARKWAY EAST, SUITE B
SARASOTA, FLORIDA 34240
941-444-6644
www.morrisengineering.net

SURVEYOR:
MRIC SPATIAL
701 S. HOWARD AVENUE, SUITE 106-320
TAMPA, FLORIDA 33606
813 505-0821

OWNER: JB HOWELL
11330 SW 23RD PLACE
DAVIE, FLORIDA 33325

ROADWAY (NEIGHBORHOOD STREET)
PUBLIC - CITY OF BRADENTON

POTABLE WATER
CITY OF BRADENTON

SANITARY SEWER
CITY OF BRADENTON

RE-USE WATER
N/A

STORMAWATER
THE STORMWATER PIPING IN THE STREETS WILL BE PUBLIC. THE STORMWATER POND WILL BE OWNED AND MAINTAINED BY THE HOA WITH A FLOWAGE EASEMENT (THROUGH THE POND) TO THE CITY. THE DISCHARGE PIPING FROM THE POND SHALL BE PUBLIC

SOLID WASTE
CITY OF BRADENTON

ELECTRIC
FLORIDA POWER & LIGHT
941-953-9156

GAS
Teco Peoples Gas
877-832-6747

PHONE
VERIZON
941-365-0054

CABLE TV
SPECTRUM
855-222-0102

PREPARED BY

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

REVISIONS

NO.	DATE	DESCRIPTION	BY

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SHEET 1 OF 15

GENERAL CONSTRUCTION NOTES

1. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) 1988. (NAVD88=NGVD29–1.17' APPROX.)
2. LOCATIONS, ELEVATIONS, & DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, & OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES & OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION, & NOTIFY ENGINEER OF DISCREPANCIES.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, & SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES, IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1–800–432–4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUNSHINE" PROGRAM.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
5. ALL UNDERGROUND UTILITIES MUST BE IN PLACE & TESTED OR INSPECTED PRIOR TO PAVEMENT & STRUCTURE CONSTRUCTION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT & INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, & SCHEDULE INSPECTIONS ACCORDING TO AGENCY REQUIREMENTS & CODES.
7. ALL SPECIFICATIONS & DOCUMENTS REFERENCED BY THE PLANS & PERMITS SHALL BE OF LATEST REVISIONS &/OR LATEST EDITION.
8. ALL WORK BY CONTRACTOR/SUBCONTRACTOR SHALL COMPLY WITH THE REGULATIONS & ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
9. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL PROPOSED PRECAST & MANUFACTURED STRUCTURES. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED & APPROVED BY CONTRACTOR SIGNATURE PRIOR TO SUBMITTAL TO THE OWNER'S ENGINEER.
10. THE CONTRACTOR SHALL NOTIFY THE ENGINEER & APPROPRIATE AGENCIES, & PROVIDE THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, & OTHER INFORMATION AS REQUIRED, AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHOUT AGENCY INSPECTOR PRESENT, MAY BE DEEMED NON–COMPLIANT & WILL BE SUBJECT TO REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
11. BACKFILL MATERIAL SHALL BE COMPACTED AROUND PIPES IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP & BELOW BOTTOM OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99.
12. SITE WORK CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 4,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
13. CONCRETE REINFORCING SHALL CONFORM TO ASTM A615 GRADE OR BETTER, UNLESS OTHERWISE INDICATED ON STRUCTURE PLANS.
14. ALL PRIVATE & PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS. ADDITIONAL COSTS SHALL BE COORDINATED BETWEEN CONTRACTOR & VENDER.
15. CHAPTER 77–153 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THESE PLANS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS. AN ON–SITE INSPECTION BY THE RESPECTIVE GAS COMPANY SHALL BE CALLED FOR BY THE CONTRACTOR TWO (2) WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
16. THE SOILS ENGINEER IS TO SUPPLY THE ENGINEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS & ASPHALT RESULTS. THE SOILS ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD IN WRITING, THAT ALL TESTING REQUIREMENTS REQUIRED BY THE OWNER, LOCAL REGULATORY AGENCY, & THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE IMPROVEMENTS AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS & PERMITS HAVE BEEN SATISFIED.
17. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING REQUIREMENTS AS SHOWN ON THE CONSTRUCTION DRAWINGS. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER IS TO SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
18. THE CONTRACTOR IS TO REVIEW THE DESIGN SOIL REPORTS & BORINGS PRIOR TO BIDDING THE PROJECT & PRIOR TO COMMENCING CONSTRUCTION.
19. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS & PERMITS AT THE CONSTRUCTION SITE AT ALL TIMES.
20. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR INSTRUCTION OF THE CONTRACTOR REGARDING CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS & METHODS FOR CONSTRUCTION SITE SAFETY.
21. CONSTRUCTION & MATERIALS SHALL BE IN ACCORDANCE WITH LOCAL STANDARDS & SPECIFICATIONS. PLANS ARE IN ACCORDANCE WITH LOCAL 'MINIMUM DRAWING & SUBMITTAL REQUIREMENTS FOR POTABLE WATER, WASTEWATER, & RECLAIMED WATER PROJECTS,'. STATE PLANE COORDINATES (FEET) WILL BE SUPPLIED FOR THE RECORD DRAWINGS.
22. WATER, WASTEWATER, & IRRIGATION/RE–USE SYSTEMS WILL BE OWNED & MAINTAINED BY CITY OF BRADENTON. CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS ARE THE MINIMUM ALLOWABLE WATER, WASTEWATER, & IRRIGATION/RE–USE CONSTRUCTION STANDARDS. WHERE ANY NOTE OR DETAIL ON THESE PLANS CONFLICT WITH THE CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS THE MORE STRINGENT INTERPRETATION, AS DETERMINED BY THE COUNTY INFRASTRUCTURE INSPECTOR, SHALL BE APPLIED
23. ALL LAND CONTAINED WITHIN STORM WATER TREATMENT LAKE TRACTS, FLOODPLAIN IMPACT COMPENSATION TRACTS, DRAINAGE EASEMENTS, & WETLAND PRESERVATION TRACTS SHALL ALSO BE A PUBLIC FLOWAGE EASEMENT"
24. ALL NUISANCE, EXOTIC PLANT SPECIES SHALL BE REMOVED FROM UPLAND PORTIONS OF LAND DEVELOPMENT SITES DURING CONSTRUCTION DEVELOPER SHALL PROVIDE FOR THE CONTINUED, PHASED, REMOVAL OF NUISANCE, EXOTIC PLANT SPECIES THAT BECOME REESTABLISHED WITHIN COMMON AREAS OF A RESIDENTIAL DEVELOPMENT FOR THE LIFE OF THE PROJECT.

GENERAL SAFETY NOTES

1. DURING THE CONSTRUCTION &/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED BY THE CONTRACTOR. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL & SAFETY OF THE TRAVELING PUBLIC & THE SAFETY OF HIS PERSONNEL.
2. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL & SAFE PRACTICES FOR STREET & HIGHWAY CONSTRUCTION, MAINTENANCE & UTILITY OPERATIONS SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE, & REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES, & BARRIERS NECESSARY TO PROTECT THE PUBLIC & WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.
3. ALL TRAFFIC CONTROL MARKINGS & DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.
4. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER & THE FLORIDA DEPARTMENT OF TRANSPORTATION REGULATIONS.
5. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY & ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY & DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT &/OR ENFORCE SAFETY REGULATIONS.

CLEARING & EROSION CONTROL NOTES

1. ALL CONSTRUCTION DEBRIS & OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF–SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
2. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE & ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES & TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY, THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES & THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT & NO EXTRA COMPENSATION WILL BE ALLOWED.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE & WILL BE RESPONSIBLE FOR THE DEMOLITION & REMOVAL OF ALL UNDERGROUND & ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER & REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
4. DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD, STONE, ETC., WHICH SHALL BE MAINTAINED & MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
5. ALL EROSION & SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION & MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
6. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, & EXISTING WETLANDS. IN ADDITION, THE CONTRACTOR SHALL PLACE A SOIL TRACKING PREVENTION DEVICE WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER & EXIT THE SITE. IF IN THE OPINION OF THE ENGINEER &/OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF–SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER &/OR AUTHORITIES.
7. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
8. THERE IS TO BE NO DISCHARGE (i.e. PUMPING. SHEET FLOW, SWALE, DITCH ETC.) INTO EXISTING LAKE SYSTEM, WETLAND, OR RIVER, WITHOUT THE USE OF SETTLING PONDS. A SETTLING POND PLAN MUST BE SUBMITTED & APPROVED BY THE ENGINEER OF RECORD & LOCAL REGULATORY AGENCY PRIOR TO CONSTRUCTION.
9. ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED ARE TO BE SEEDED & MULCHED TO FDOT STANDARDS & MAINTAINED UNTIL ACCEPTABLE TO THE REGULATORY AGENCY & ENGINEER OF RECORD. ANY WASHOUTS, REGRADING, RESEEDING, SODDING, & OTHER EROSION WORK REQUIRED WILL BE PERFORMED BY THE CONTRACTOR UNTIL THE SYSTEM IS ACCEPTED BY THE OWNER, REGULATORY AGENCY, & ENGINEER OF RECORD.
10. ALL SODDING, SEEDING & MULCHING SHALL INCLUDE WATERING & FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED & ACCEPTED BY THE OWNER.

PAVING, GRADING & DRAINAGE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE & WILL PROVIDE BRACING, SHEETING, OR SHORING, AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE & APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED.
2. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.
3. THE CONTRACTOR IS TO PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE & ANY STRUCTURE.
4. THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION & THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES. SEE "EXTRA BASE FOR CROSS CULVERTS UNDER FLEXIBLE PAVEMENT DETAIL
5. ALL STORM DRAINAGE PIPE (DESIGNATED AS "STM" ON PLANS) SHALL BE REINFORCED CONCRETE CLASS IV (ASTM C–76), CORRUGATED HDPE (ADS TYPE N–12), OR APPROVED EQUAL.
6. PVC STORM PIPE, 12" & SMALLER SHALL CONFORM TO AWWA C–900, CLASS 150 STANDARDS, UNLESS OTHERWISE NOTED.
7. PIPE LENGTHS SHOWN ARE APPROXIMATE & ARE MEASURED TO END OF PIPE.
8. ALL DRAINAGE STRUCTURE GRATES & COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR & CAPABLE OF WITHSTANDING H–20 LOADINGS.
9. MATERIALS & CONSTRUCTION METHODS FOR STREETS & STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY & THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE FIELD NOTES MARKED ON AN APPROVED SET OF CONSTRUCTION PLANS TO OWNER'S ENGINEER WITH SUFFICIENT LEGIBLE NOTES TO PREPARE RECORD DRAWINGS ACCORDING TO LOCAL MINIMUM RECORD DRAWING STANDARDS.
11. ROOF DRAIN PIPES SHALL BE PVC(SCH 40), OR CORRUGATED HDPE (ADS N–12, OR APPROVED EQUAL) AS INDICATED ON THE PLAN.
12. EXCAVATION OF RETENTION PONDS SHALL CEASE AT THE DEPTH WHERE CLAY (CL/CH) LAYER OF MATERIAL IS ENCOUNTERED.

PAVING GRADING & DRAINAGE TESTING & INSPECTION REQUIREMENTS

1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL THE CONTRACTOR IS TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE AN INSPECTION.
2. THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL TESTING REQUIRED BY THE CONSTRUCTION PLANS WITH THE SOILS ENGINEER. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER SHALL SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
4. TV VIDEO INSPECTION IS REQUIRED FOR ALL RCP STORMWATER PIPES WHICH CONVEY RUNOFF STREETS (PUBLIC OR PRIVATE).
5. LASER PROFILE IS REQUIRED FOR ALL ADS/HDPE STORMWATER PIPES WHICH CONVEY RUNOFF STREETS (PUBLIC OR PRIVATE), FOR PIPE 48 INCHES OR LESS IN DIAMETER, PROVIDE THE ENGINEER A VIDEO DVD AND REPORT USING LOW BARREL DISTORTION VIDEO EQUIPMENT WITH LASER PROFILE TECHNOLOGY, NON–CONTACT MICROMETER AND ASSOCIATED SOFTWARE (OR APPROVED EQUAL) THAT PROVIDES:
   a. ACTUAL RECORDED LENGTH AND WIDTH MEASUREMENTS OF ALL CRACKS WITHIN THE PIPE.
   b. ACTUAL RECORDED SEPARATION MEASUREMENT OF ALL PIPE JOINTS.
   c. PIPE OVALITY REPORT.
   d. DEFLECTION MEASUREMENTS AND GRAPHICAL DIAMETER ANALYSIS REPORT IN TERMS OF X AND Y AXIS.
   e. FLAT ANALYSIS REPORT.
   f. REPRESENTATIVE DIAMETER OF THE PIPE.
   g. PIPE DEFORMATION MEASUREMENTS, LEAKS, DEBRIS, OR OTHER DAMAGE OR DEFECTS.
   h. DEVATION IN PIPE LINE AND GRADE, JOINT GAPS, AND JOINT MISALIGNMENT.

SIGNAGE & PAVEMENT MARKINGS

ALL OF THE SIGNING AND PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD, FDOT DESIGN STANDARDS AND THE MANATEE COUNTY PUBLIC WORKS DEPARTMENT HIGHWAY, TRAFFIC AND STORMWATER STANDARDS. TRAFFIC CONTROL DEVICES THAT DO NOT CONFORM TO THESE DOCUMENTS, AND THAT ARE WITHIN THE PUBLICLY MAINTAINED RIGHT-OF-WAY, IF ACCEPTABLE, WILL REQUIRE AN EXECUTED MAINTENANCE AGREEMENT PRIOR TO APPROVAL OF CONSTRUCTION PLANS.

ALL STREET NAME SIGN SHOP DRAWINGS ARE TO BE REVIEWED BY MANATEE COUNTY PRIOR TO INSTALLATION AND THE SIGNS SHALL BE DESIGNED WITH BLOCK NAMES, NUMBERS AND COLORS AS FOLLOWS:
a. PRIVATE STREETS INTERSECTING WITH PUBLIC ROADS: THE STREET NAME SIGNS SHALL BE 6" B SERIES UPPER/LOWER CASE WHITE TEXT ON BLUE BACKGROUND.
b. PUBLIC STREETS: THE STREET NAME SIGNS SHALL BE 6" B SERIES UPPER/LOWER CASE WHITE TEXT ON GREEN BACKGROUND.
c. EMERGENCY ACCESS MAINTENANCE STREETS: THE STREET NAME SIGNS SHALL BE 6" B SERIES UPPER/LOWER CASE WHITE TEXT ON BROWN BACKGROUND.

ADDITIONAL NOTE:

ANY ONSITE IMPROVEMENTS WITHIN THE MANATEE COUNTY RIGHT-OF-WAY (ROW) AS DEPICTED ON THE APPROVED "CONSTRUCTION DRAWINGS" AND/OR "FINAL SITE PLANS", AS APPLICABLE, SHALL REQUIRE A "TEMPORARY TRAFFIC CONTROL PLAN" (TTCP) BASED ON THE MINIMUM REQUIREMENTS PROVIDED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND\OR MANATEE COUNTY TRANSPORTATION STANDARD DETAIL 406.0 (ROAD\LANE CLOSURE PROCEDURES). THE TTCP SHALL BE SUBMITTED TO INFRASTRUCTURE INSPECTIONS DIVISION PRIOR TO THE START OF SAID CONSTRUCTION. CONTACT (941) 708-7450 FOR SPECIFIC REQUIREMENTS. (ANY TURN LANES, OR NEEDS TRAFFIC CONTROL PLAN)

SWPPP NOTES

BEST MANAGEMENT PRACTICES:

CONSTRUCTION ENTRANCE

ALL TRADES, DELIVERY AND SUPPLY COMPANIES SHALL ONLY USE THE APPROVED CONSTRUCTION ENTRANCE.

- CONSTRUCTION ENTRANCES MUST HAVE A MINIMUM DEPTH OF SIX (6) INCHES OF CRUSHED CONCRETE, CRUSHED ROCK, CLASS 5 AGGREGATE OR A TRACKING MAT.
- THE ENTRANCE SHOULD ACCESS BLOCK STORMWATER RUNOFF FROM THE ROAD FROM ENTERING THE SITE. A PIPE MAY BE INSTALLED ALONG THE CURBLINE AT THE EDGE OF THE CONSTRUCTION ENTRANCE TO ALLOW WATER TO PASS TO THE STORM DRAIN.
- ANY SEDIMENT TRACKED ON A PAVED SURFACE FROM THE CONSTRUCTION SITE MUST BE REMOVED BY THE END OF THE DAY BY SWEEPING OR OTHER APPROVED METHOD.
- VEHICLES SHOULD STAY OFF THE CONSTRUCTION SITE DURING WET CONDITIONS TO AVOID TRACKING SEDIMENT OFF THE JOB SITE AND INTO THE STORM SEWER.

MAINTENANCE REQUIREMENTS:

- THE CONTRACTOR SHALL STREET SWEEP ANY PUBLIC ROADWAYS ADJACENT TO THE SITE ONCE A DAY AS A MINIMUM OR MORE FREQUENTLY AS DETERMINED BY THE CITY'S CONSTRUCTION INSPECTOR DURING SITE AND BUILDING CONSTRUCTION.
- STONE AGGREGATE NEEDS TO BE CHECKED WEEKLY OR MORE OFTEN BASED ON ACTIVITY AND AFTER EVERY STORM EVENT 0.5-INCHES OR GREATER. IF AGGREGATE IS WORN OR COMPRESSED NEW AGGREGATE NEEDS TO BE ADDED TO MAINTAIN A MINIMUM DEPTH OF 6-INCHES.

DEWATERING

THIS WATER THAT IS SEDIMENT LADEN AND MUST BE TREATED PRIOR TO BEING PUMPED INTO THE STORM DRAIN. SEDIMENT SHALL BE KEPT FROM EXITING THE JOB SITE, COLLECTING ON THE ROADWAY AND TRAVELING AND ENTERING THE STORM DRAIN SYSTEM.

- A SEDIMENT FILTER BAG OR APPROVED TEMPORARY SEDIMENT BASIN MUST BE USED TO REMOVE SEDIMENT FROM THE EFFLUENT PRIOR TO LEAVING THE SITE AND EVENTUALLY ENTERING A STORM DRAIN OR WATER BODY.
- AT A MINIMUM, VISUAL INSPECTION MUST BE DONE TO ENSURE ADEQUATE TREATMENT IS ACHIEVED. THE REGULATORY AND TESTING REQUIREMENT IS NO MORE THAN 29 NTUS ABOVE BACKGROUND LEVELS.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE DEWATERING PROCESS WILL NOT CAUSE A NUISANCE TO OTHER ADJACENT PROPERTIES, LEAVING SEDIMENTS WITHIN A GREEN SPACE OR ON A ROADWAY OR CAUSING EROSION OF RIGHT-OF WAY.
- ALL DEWATERING ACTIVITIES WITHIN THE CONSTRUCTION SITE ARE SUBJECT TO REGULATORY COMPLIANCE AND CITY INSPECTION.

POLLUTION OF STORM SYSTEM WILL NOT BE TOLERATED AND MAY RESULT IN NOTICE OF VIOLATION/ORDER TO COMPLY AND A STOP WORK ORDER UNTIL THE CONDITIONS ARE MET AND SEDIMENT IS REMOVED FROM THE STORM DRAIN SYSTEM.

CURB AND INLET PROTECTION

CURB AND INLET PROTECTION MUST BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES COMMENCING INCLUDING TRENCHING FOR SILT FENCE INSTALLATION. OUTLINED HERE ARE APPROVED METHODS FOR PROTECTION OF CURBS AND INLETS:

- FOR INLET GRATES, FILTER CLOTH MUST BE PLACED UNDER THE INLET GRATE DURING WORKSITE CONSTRUCTION TO PREVENT SEDIMENT INFILTRATION INTO DRAINAGE PIPES.
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- SEDIMENT CONTROL FENCE POSTS MUST BE DRIVEN A MINIMUM OF SIXTEEN INCHES (16") INTO THE GROUND; ABOVE THE GROUND, THE FENCE POST MUST BE A MINIMUM OF TWENTY INCHES (20") AND BE A MINIMUM OF THIRTY-SIX INCHES (36") IN LENGTH.
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- IF CONSTRUCTION ACTIVITIES NECESSITATE TEMPORARY CHANGES IN THE LOCATION OF THE SILT FENCE, THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL BMP DEVICES ARE REINSTALLED PER THE ORIGINAL DESIGN AT THE END OF EVERY WORK DAY.

NO.	DATE	REVISION DESCRIPTION	BY

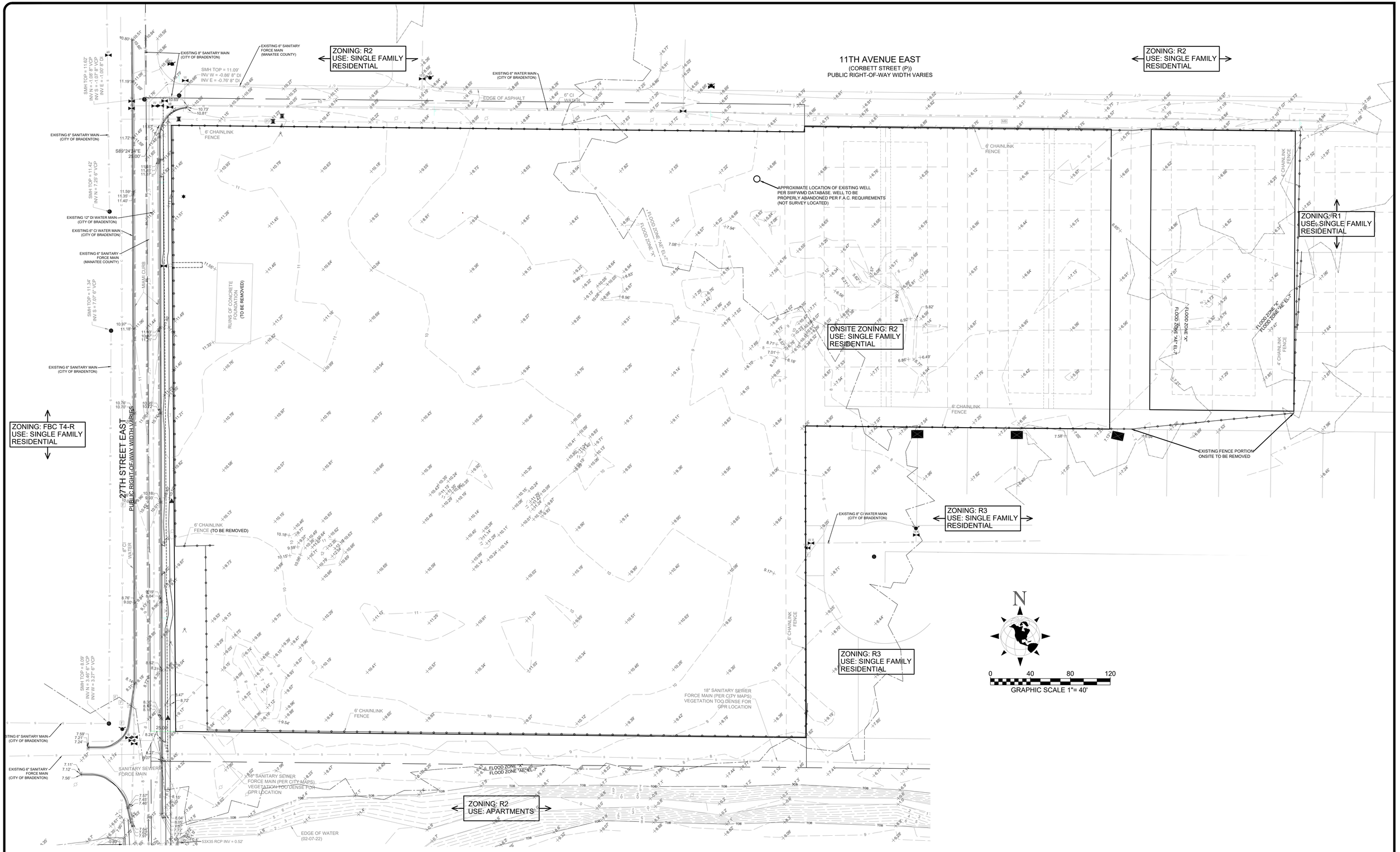
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 1-24-2023
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF | CHECKED MJM

NOTES
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 2 OF 15



NO.	DATE	REVISION DESCRIPTION	BY
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DATE	1-24-2023
PROJECT	JCE
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EXISTING CONDITIONS PLAN
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

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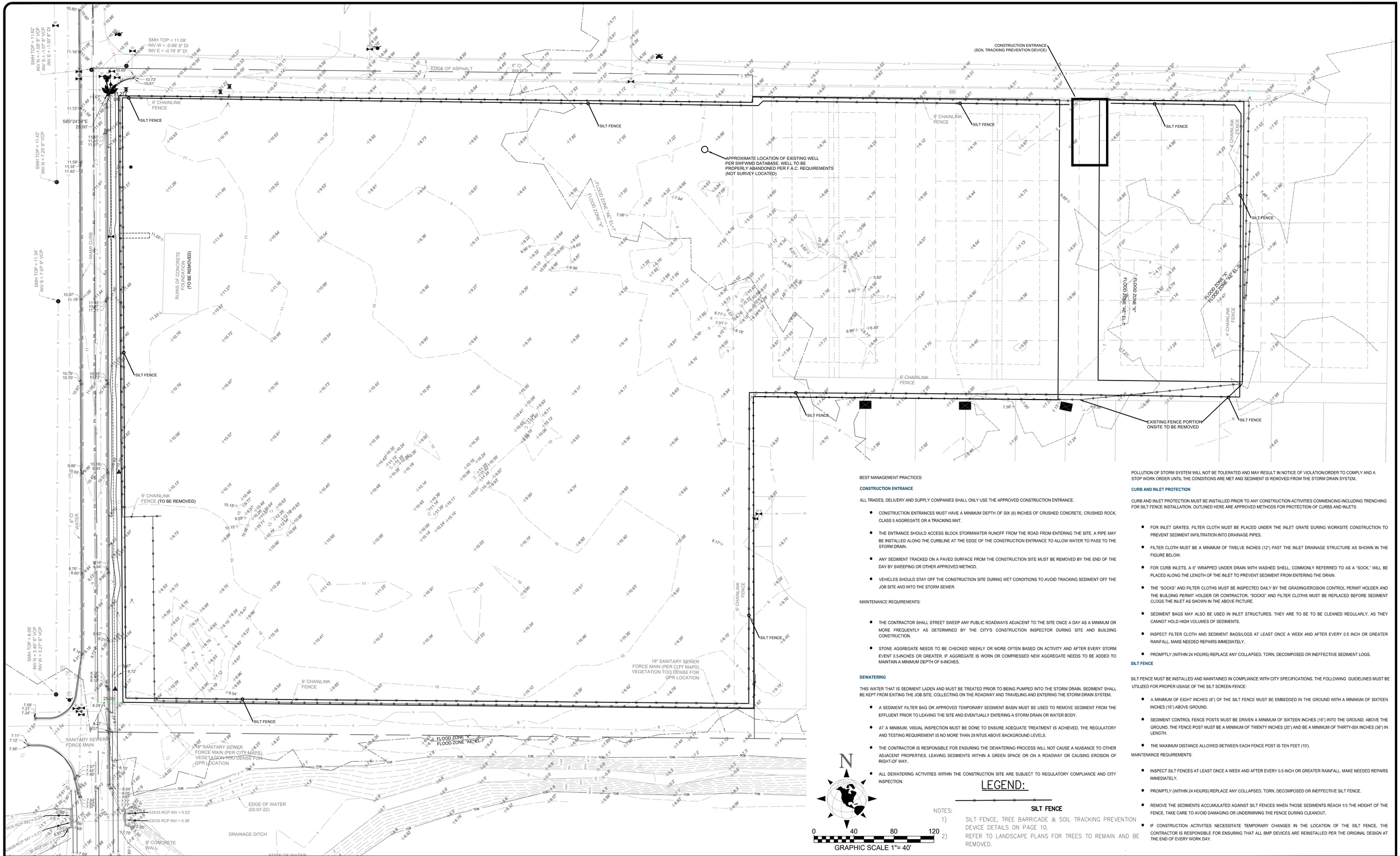
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-19E
SHEET 3 OF 15



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LEGEND:

SILT FENCE

NOTES:
1) SILT FENCE, TREE BARRICADE & SOIL TRACKING PREVENTION DEVICE DETAILS ON PAGE 10.
2) REFER TO LANDSCAPE PLANS FOR TREES TO REMAIN AND BE REMOVED.

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EROSION CONTROL/SWPPP PLAN
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 4 OF 15

27th Street Court East

28th Street East

11th AVE. E
(CORBETT STREET (P))
PUBLIC RIGHT-OF-WAY WIDTH VARIES

PROPOSED 5' SIDEWALK

PROPOSED 5' SIDEWALK

27th ST E
PUBLIC RIGHT-OF-WAY WIDTH VARIES

29th STREET EAST
50' DEDICATED PUBLIC R.O.W.

20.0' PERIMETER BUFFER (SEE NOTE 17)

20.0' PERIMETER BUFFER (SEE NOTE 17)

20.0' PERIMETER BUFFER (SEE NOTE 17)

12th AVE. E
50' DEDICATED PUBLIC R.O.W.

Retention Pond

27th STREET COURT EAST
50' DEDICATED PUBLIC R.O.W.

29th STREET EAST
50' DEDICATED PUBLIC R.O.W.

RIVER RUN WAY
50' DEDICATED PUBLIC R.O.W.

RIVER RUN WAY
50' PUBLIC R.O.W.

13th AVE E
RIGHT-OF-WAY WIDTH VARIES

N

0 40 80 120

GRAPHIC SCALE 1"= 40'

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NO.	DATE	REVISION DESCRIPTION	BY

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	1-25-2023
PROJECT	JCE
DRAWING	SP - PGD
DRAWN	GHF
CHECKED	MJM

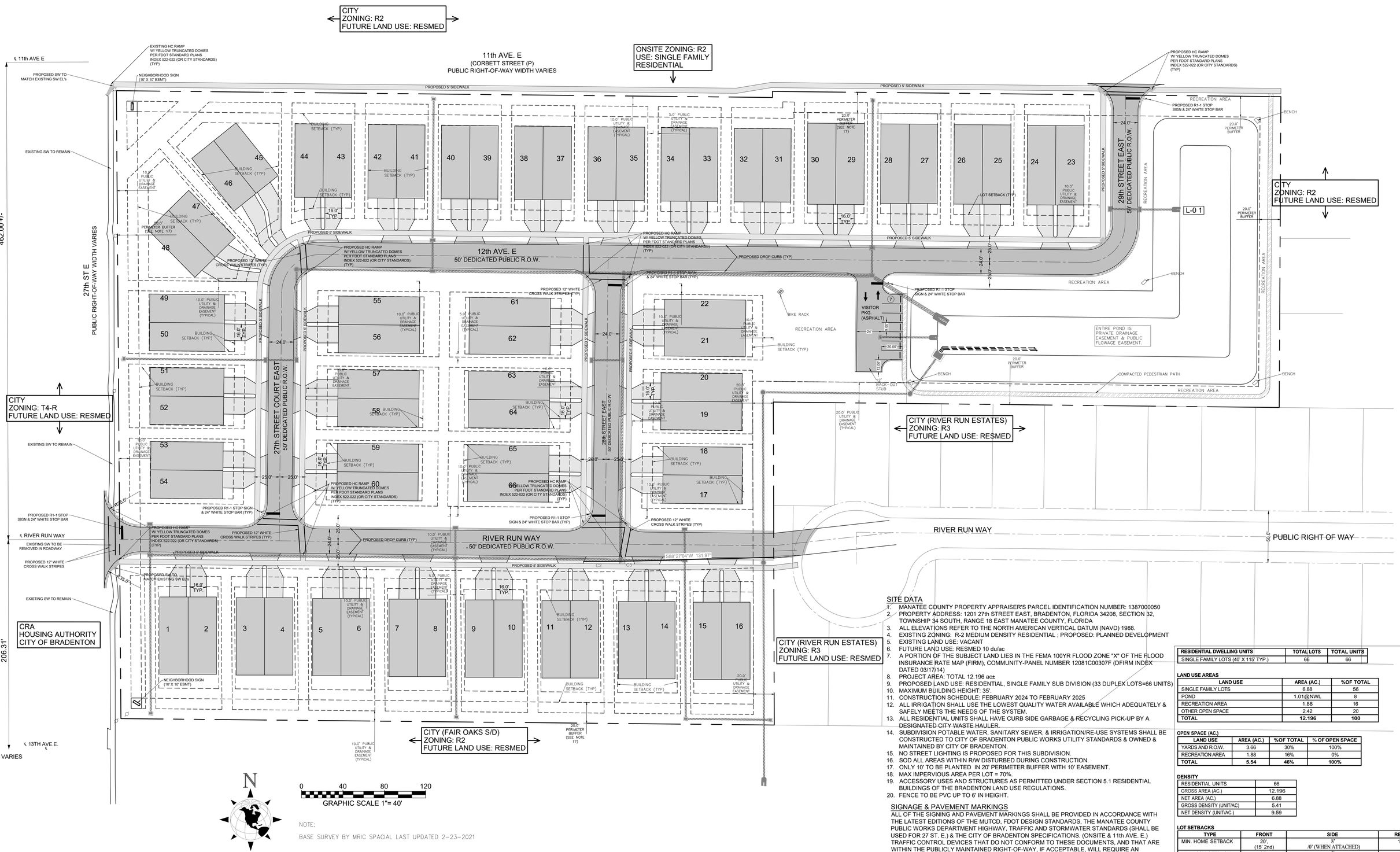
AERIAL SITE PLAN
PLANNED DEVELOPMENT PROJECT

Jordan Creek East

CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE	1" = 40'
SEC.-TSP.-RNG.	32-34S-18E
SHEET	5
OF	15



NOTE:

BASE SURVEY BY MRIC SPACIAL LAST UPDATED 2-23-2021

SITE DATA

1. MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER: 1387000050
2. PROPERTY ADDRESS: 1201 27th STREET EAST, BRADENTON, FLORIDA 34208, SECTION 32, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA
3. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.
4. EXISTING ZONING: R-2 MEDIUM DENSITY RESIDENTIAL ; PROPOSED: PLANNED DEVELOPMENT
5. EXISTING LAND USE: VACANT
6. FUTURE LAND USE: RESMED 10 du/ac
7. A PORTION OF THE SUBJECT LAND LIES IN THE FEMA 100YR FLOOD ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY-PANEL NUMBER 12081C00307F (DFIRM INDEX DATED 03/17/14)
8. PROJECT AREA: TOTAL 12.196 ac±
9. PROPOSED LAND USE: RESIDENTIAL, SINGLE FAMILY SUB DIVISION (33 DUPLEX LOTS=66 UNITS)
10. MAXIMUM BUILDING HEIGHT: 35'.
11. CONSTRUCTION SCHEDULE: FEBRUARY 2024 TO FEBRUARY 2025
12. ALL IRRIGATION SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY & SAFELY MEETS THE NEEDS OF THE SYSTEM.
13. ALL RESIDENTIAL UNITS SHALL HAVE CURB SIDE GARBAGE & RECYCLING PICK-UP BY A DESIGNATED CITY WASTE HAULER.
14. SUBDIVISION POTABLE WATER, SANITARY SEWER, & IRRIGATION/RE-USE SYSTEMS SHALL BE CONSTRUCTED TO CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS & OWNED & MAINTAINED BY CITY OF BRADENTON.
15. NO STREET LIGHTING IS PROPOSED FOR THIS SUBDIVISION.
16. SOD ALL AREAS WITHIN R/W DISTURBED DURING CONSTRUCTION.
17. ONLY 10' TO BE PLANTED IN 20' PERIMETER BUFFER WITH 10' EASEMENT.
18. MAX IMPERVIOUS AREA PER LOT = 70%.
19. ACCESSORY USES AND STRUCTURES AS PERMITTED UNDER SECTION 5.1 RESIDENTIAL BUILDINGS OF THE BRADENTON LAND USE REGULATIONS.
20. FENCE TO BE PVC UP TO 6' IN HEIGHT.

SIGNAGE & PAVEMENT MARKINGS

ALL OF THE SIGNING AND PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD, FDOT DESIGN STANDARDS, THE MANATEE COUNTY PUBLIC WORKS DEPARTMENT HIGHWAY, TRAFFIC AND STORMWATER STANDARDS (SHALL BE USED FOR 27 ST. E.) & THE CITY OF BRADENTON SPECIFICATIONS. (ONSITE & 11th AVE. E.) TRAFFIC CONTROL DEVICES THAT DO NOT CONFORM TO THESE DOCUMENTS, AND THAT ARE WITHIN THE PUBLICLY MAINTAINED RIGHT-OF-WAY, IF ACCEPTABLE, WILL REQUIRE AN EXECUTED MAINTENANCE AGREEMENT PRIOR TO APPROVAL OF CONSTRUCTION PLANS.

RESIDENTIAL DWELLING UNITS	TOTAL LOTS	TOTAL UNITS
SINGLE FAMILY LOTS (40' X 115' TYP.)	66	66

LAND USE AREAS

LAND USE	AREA (AC.)	%OF TOTAL
SINGLE FAMILY LOTS	6.88	56
POND	1.01@NWL	8
RECREATION AREA	1.88	16
OTHER OPEN SPACE	2.42	20
TOTAL	**12.196**	**100**

OPEN SPACE (AC.)

LAND USE	AREA (AC.)	%OF TOTAL	% OF OPEN SPACE
YARDS AND R.O.W.	3.66	30%	100%
RECREATION AREA	1.88	16%	0%
TOTAL	**5.54**	**46%**	**100%**

DENSITY

RESIDENTIAL UNITS	66
GROSS AREA (AC.)	12.196
NET AREA (AC.)	6.88
GROSS DENSITY (UNIT/AC)	5.41
NET DENSITY (UNIT/AC.)	9.59

LOT SETBACKS

TYPE	FRONT	SIDE	REAR
MIN. HOME SETBACK	20' (15' 2nd)	5' 0' (WHEN ATTACHED)	10'
MIN. ASSY. SETBACK	20'	5'	5'

NO.	DATE	REVISION DESCRIPTION	BY
4	1-2-2024	ADD MODIFICATIONS TO LAND PLAN	GHF
3	1-18-2023	ADD MODIFICATIONS TO LAND PLAN	GHF
2	3-31-2022	ADD BLDG. FOOTPRINTS & DRIVEWAYS, SITE DATA CHART	GHF
1	2-1-2022	UPDATE SITE DATA	GHF

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6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 12-11-2021
PROJECT JCE
DRAWING SIP
DRAWN GHF | CHECKED MJM

PLANNED DEVELOPMENT PROJECT

Jordan Creek East

CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 6 OF 15

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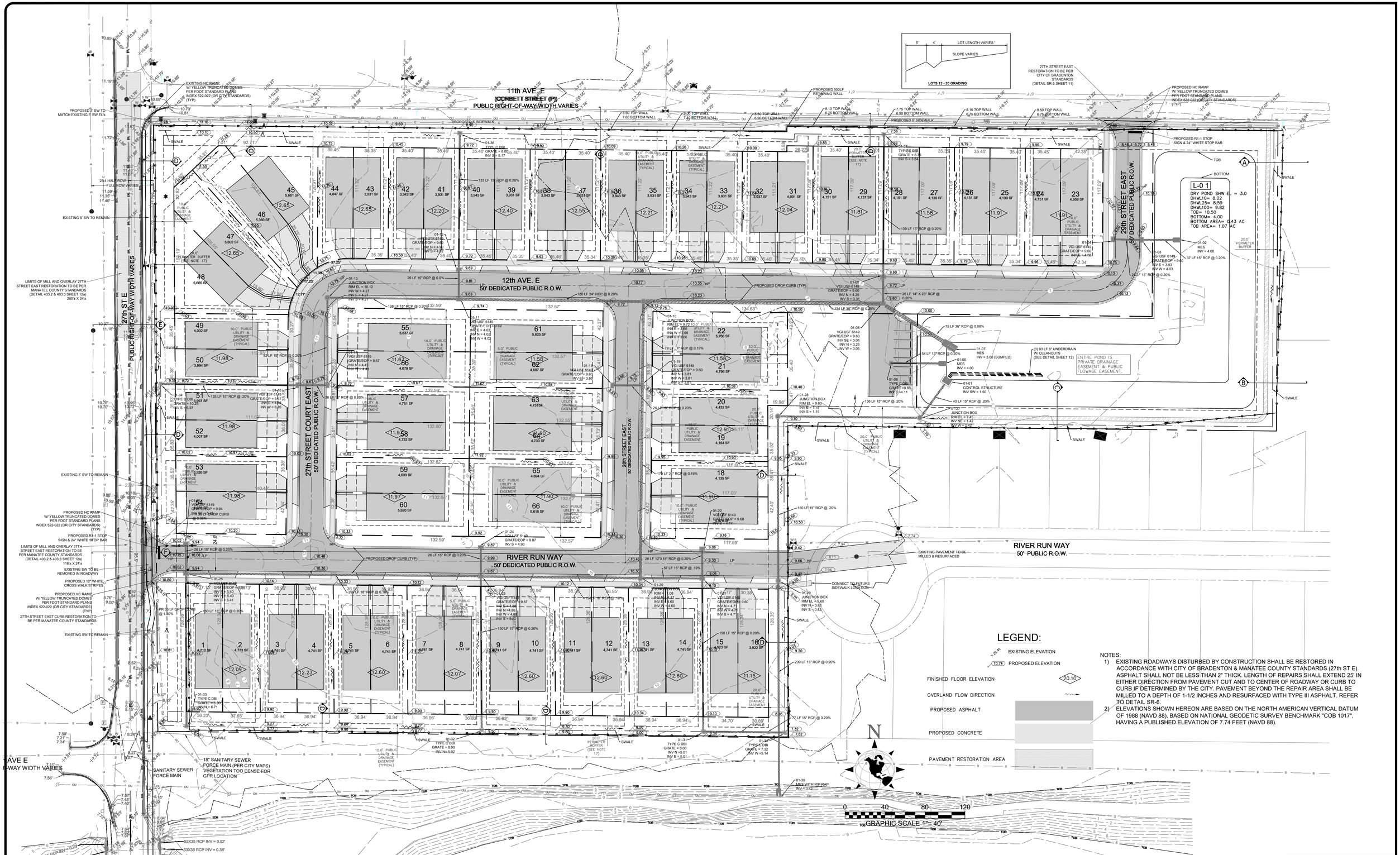

NO.	DATE	REVISION DESCRIPTION	BY
7	11-14-2023	MOD LOTS AND GRADES	GHF
6	7-24-2023	MOD ENTRANCE	GHF
5	6-15-2022	ADD ENTRANCE INSERT	GHF
4	3-31-2022	ADD BLDG. FOOTPRINTS & DRIVEWAYS	GHF
3	2-24-2022	MODIFICATIONS PER SWFWMD COMMENTS	GHF
2	2-21-2022	MODIFICATIONS PER COB COMMENTS	GHF
1	1-31-2022	ADD MC RESTORATION, ADJUST STM.	GHF

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DATE 10-25-2021
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF | CHECKED XXX

PAVING, GRADING & DRAINAGE PLAN
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 7 OF 15

11th AVE. E
(CORBETT STREET (P))
PUBLIC RIGHT-OF-WAY WIDTH VARIES

12th AVE. E
50' DEDICATED PUBLIC R.O.W.

27TH ST. E
PUBLIC RIGHT-OF-WAY WIDTH VARIES

27th STREET COURT EAST
50' DEDICATED PUBLIC R.O.W.

28th STREET EAST
50' DEDICATED PUBLIC R.O.W.

29th STREET EAST
50' DEDICATED PUBLIC R.O.W.

RIVER RUN WAY
50' DEDICATED PUBLIC R.O.W.

13th AVE E
PUBLIC RIGHT-OF-WAY WIDTH VARIES

RIVER RUN WAY
50' PUBLIC R.O.W.

EXISTING 8" SANITARY MAIN (CITY OF BRADENTON)

CONNECT TO EXISTING STUB-OUT S INV = -1.07'

EXISTING 6" SANITARY MAIN (CITY OF BRADENTON)

PROPOSED 8" SAN. SEWER (TYP) 4' SEPARATION FROM EX. FORCEMAIN

EXISTING 6" FORCE MAIN (MANATEE COUNTY)

EXISTING 12" DI WATER MAIN (CITY OF BRADENTON)

EXISTING 6" CI WATER MAIN (CITY OF BRADENTON)

27TH STREET EAST RESTORATION TO BE PER MANATEE COUNTY STANDARDS (DETAIL UG-12 SHEET 12)

PROPOSED 8" SAN. SEWER (TYP) 4' SEPARATION FROM EX. FORCEMAIN

EXISTING 6" FORCE MAIN (MANATEE COUNTY)

N INV = -0.18'
E INV = -0.08'

PROPOSED 5' SIDEWALK

EXISTING 6"" CI WATER MAIN

POINT OF CONNECTION
EXISTING 6" CI WATER MAIN
6" TAPPING SLEEVE
& 6" GATE VALVE

PR 6" PVC WATER MAIN

20.0' PERIMETER BUFFER (SEE NOTE 17)

PR 6" TEE & (2) 6" GATE VALVES

PR 6" 45 BENDS

PR FIRE HYDRANT ASSEMBLY

L-0 1

ENTIRE POND IS PRIVATE DRAINAGE EASEMENT & PUBLIC FLOWAGE EASEMENT.

FAREIC F LLC
2922 11TH AVE
BRADENTON, F

VERONEL & H
AUGUSTIN
1114 30TH ST
BRADENTON

SHARON LAWS
1116 30TH ST C
BRADENTON,

NORTH BOUNDARY OF RIVER RUN ESTATES

MICHAEL CRAIG 2851 RIVER RUN WY BRADENTON, FL
CHRISTIAN HILLER 2855 RIVER RUN WY BRADENTON, FL
CHRISTIAN HILLER 2859 RIVER RUN WY BRADENTON, FL
KERSTIN HILLER 2863 RIVER RUN WY BRADENTON, FL
KERSTIN HILLER 2907 RIVER RUN WY BRADENTON, FL
KERSTIN HILLER 2905 RIVER RUN WY BRADENTON, FL
KERSTIN HILLER 2909 RIVER RUN WY BRADENTON, FL
RIVER RUN ESTATES, LLC 2913 RIVER RUN WY BRADENTON, FL
WOLFGANG SCHULTZ 2917 RIVER RUN WY BRADENTON, FL
CAROL MUELLER 2921 RIVER RUN WY BRADENTON, FL

F CONNECTION
W 8" X 6" REDUCER TO
EXISTING 8" WATER MAIN AFTER EX 8" GATE VALVE
(REMOVE EX AUTO FLUSHER AND ASSOCIATED PIPING)

EXISTING 8" CI WATER MAIN

N89°23'03"W 551.51'

RIVER RUN ESTATES, LLC
NO ADDRESS AVAILABLE

RIVER RUN ESTATES
(PLAT BOOK 65, PAGE 55)

RIVER RUN ESTATES, LLC
2852 RIVER RUN WY
BRADENTON, FL

POINT OF CONNECTION
EXISTING 12" WATER MAIN
12"X6" TAPPING SLEEVE
& 6" GATE VALVE

27TH STREET EAST RESTORATION TO BE PER MANATEE COUNTY STANDARDS (DETAIL UG-12 SHEET 12)

N INV = 3.40'

OWNER:
MANATEE COUNTY
NO PARCEL ID OR ADDRESS AVAILABLE

FIRE HYDRANT FLOW DATA:
HYDRANT #2-358 @ NW CORNER 27th ST. E. & 13th AVE EAST
STATIC = 57 psi
RESIDUAL = 47 psi
PITOT = 44
GPM @ 20 psi = 1,113
TESTED BY CITY of BRADENTON FIRE DEPT. on 11/09/2021.

	EXISTING	PROPOSED
RIGHT-OF-WAY		
GATE VALVE	H	H
SINGLE WATER SERVICE		
DOUBLE WATER SERVICE		
SINGLE SEWER SERVICE		
DOUBLE SEWER SERVICE		
SANITARY MANHOLE		

PAVEMENT RESTORATION AREA

GRAPHIC SCALE 1"= 40'

NO.	DATE	REVISION DESCRIPTION	BY
6	8-21-2023	SAN. SEWER & MC FORCEMAIN	GHF
5	7-24-2023	ADD FORCE MAIN	GHF
4	3-31-2022	ADD BLDG. FOOTPRINTS & DRIVEWAYS	GHF
3	3-8-2022	MODIFICATIONS TO UTILITIES FOR DUPLEXES PER CLIENT	GHF
2	2-21-2022	MODIFICATIONS PER COB COMMENTS	GHF
1	1-31-2022	ADD MC RESTORATION ADJUST STM.	GHF

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DATE 10-25-2021
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF | CHECKED XXX

MASTER UTILITY PLAN
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 8 OF 15

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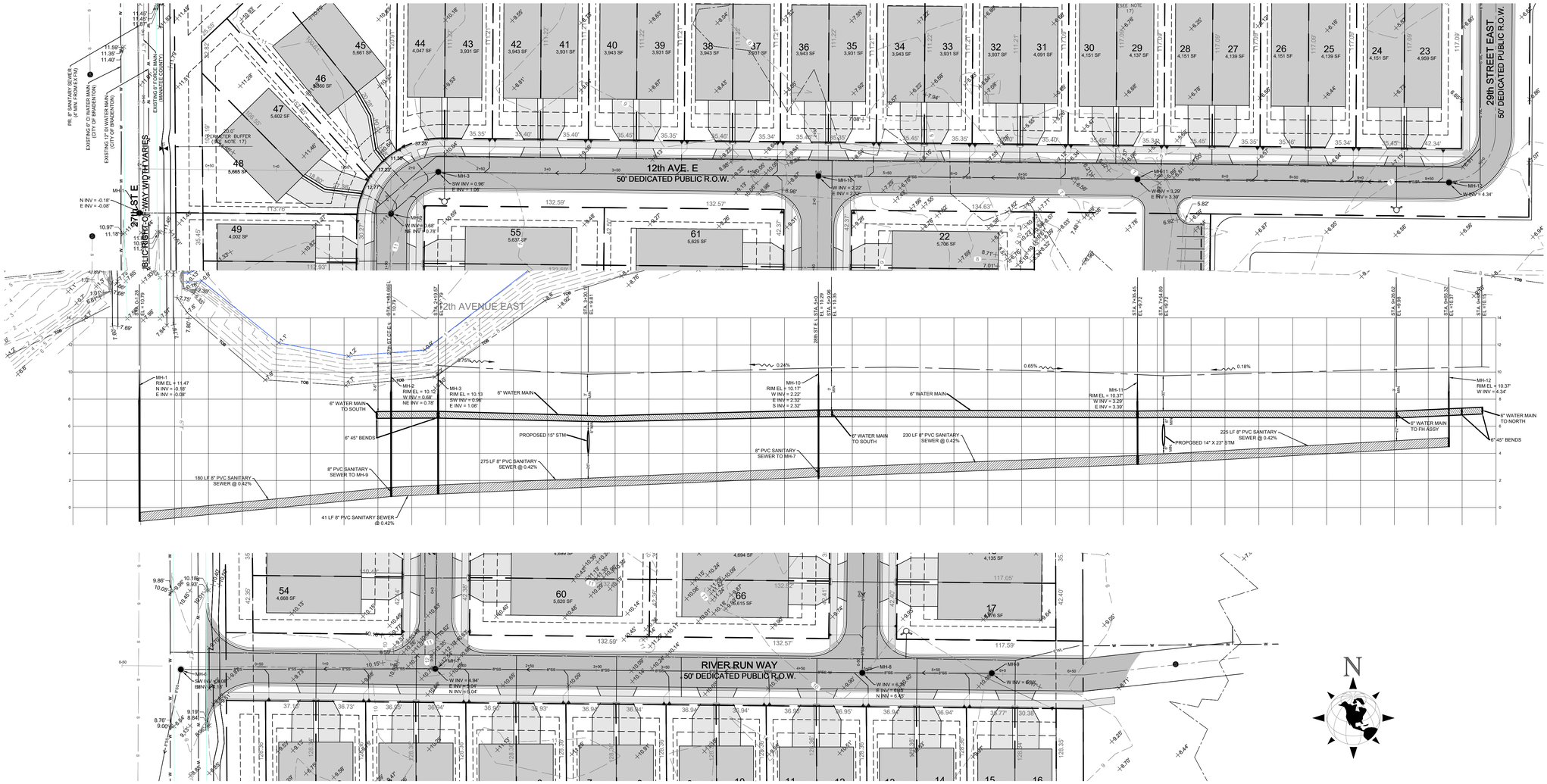

N

SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 2'

SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 2'

NO.	DATE	REVISION DESCRIPTION	BY
4	1-18-2023	MODIFICATIONS TO LAND PLAN	GHF
3	3-8-2022	MODIFICATIONS TO UTILITIES FOR DUPLEXES PER CLIENT	GHF
2	2-21-2022	MODIFICATIONS PER COB COMMENTS	GHF
1	1-31-2022	ADD WM	GHF

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DATE 10-25-2021
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF
CHECKED XXX

PLAN & PROFILE
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 9 OF 15

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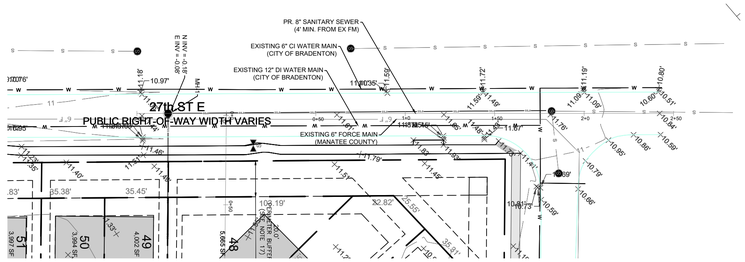
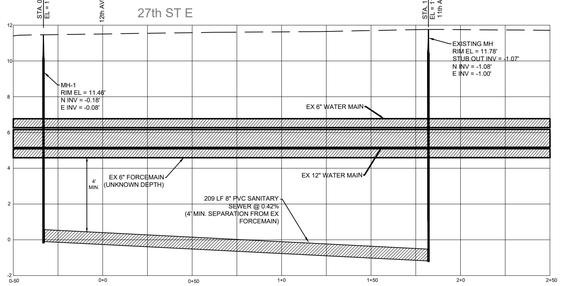
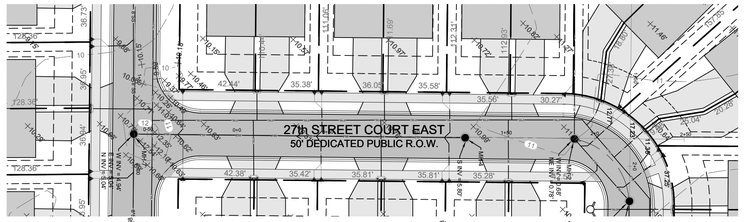


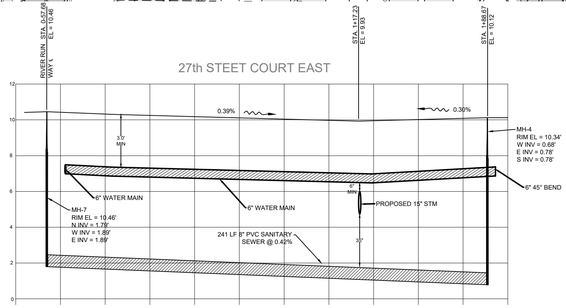
NOTE: PROPOSED UTILITIES WITHIN 27TH STREET R/W TO BE MAINTAINED BY CITY OF BRADENTON



SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 2'









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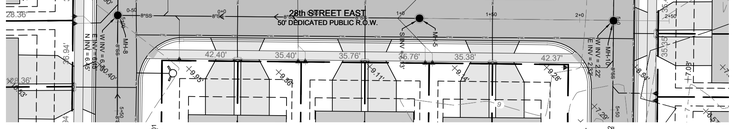
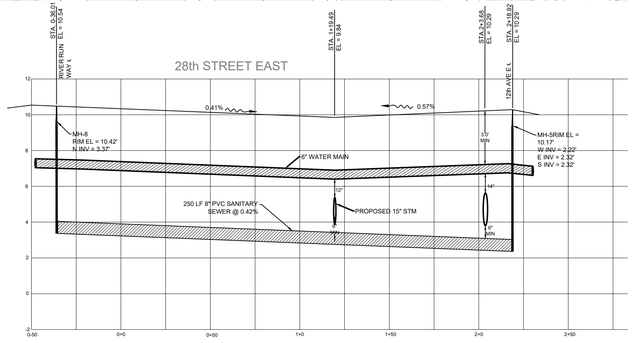
VERTICAL 1" = 2'







SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 2'

NO.	DATE	REVISION DESCRIPTION	BY
5	7-24-2023	ADD FORCE MAIN	GHF
4	1-18-2023	MODIFICATIONS TO LAND PLAN	GHF
3	3-8-2022	MODIFICATIONS TO UTILITIES FOR DUPLEXES PER CLIENT	GHF
2	2-21-2022	MODIFICATIONS PER COB COMMENTS	GHF
1	1-31-2022	ADD EX MANHOLE N & E INV'S, WM	GHF

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DATE 10-25-2021
PROJECT JCE
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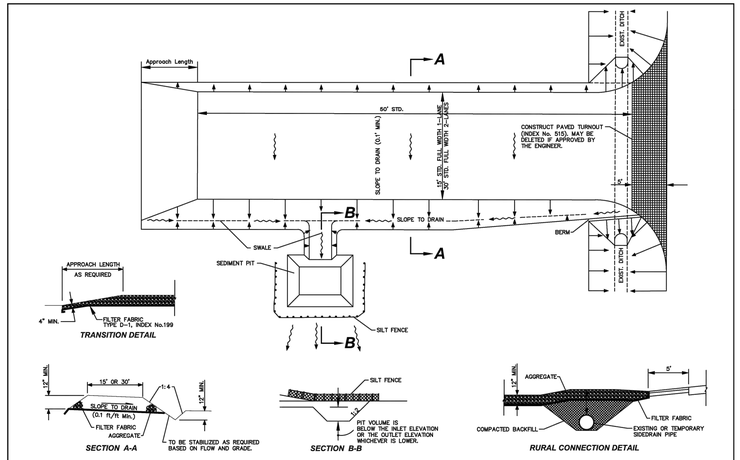
DRAWN GHF
CHECKED XXX

PLAN & PROFILE
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

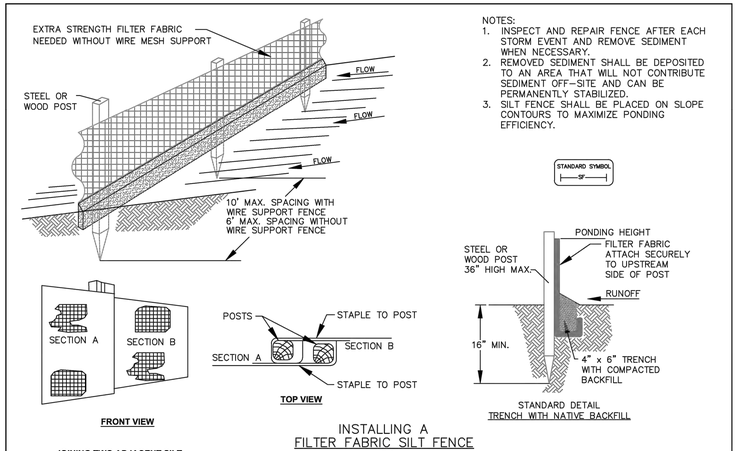
MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 9a
OF 15

Z:\Jobs\Jordan Creek East_Engineering\Dev Plans\09-JCE UT PnP.dwg, 1/2/2024 11:42:01 AM, DWG To PDF.pc3

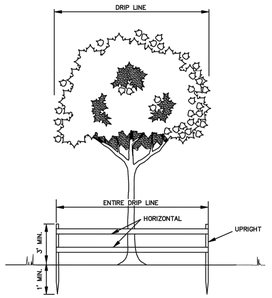


					EROSION CONTROL	DATE
					SOIL TRACKING	7/2010
1	8/2016	REMOVED HAY BALES	SBE	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING	PREVENTION DEVICE	SHEET NO. EC-1
REV.	DATE	DESCRIPTION	BY			



INSTALLING A
FILTER FABRIC SILT FENCE
N.T.S.

					EROSION CONTROL	DATE
					SILT FENCE	12/16
REV.	DATE	DESCRIPTION	BY	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING		SHEET NO. EC-2



SPECIFICATIONS – WOOD BARRIER

1. MINIMUM RADIUS TO BE PROTECTED:
   A. HARDWOODS – ENTIRE DRIPLINE
   B. CONIFERS & SABAL PALMS – ENTIRE DRIPLINE.
2. UPRIGHTS – NO LESS THAN 2" X 2" LUMBER.
3. HORIZONTALS – NO LESS THAN 1" X 4" LUMBER.
4. BARRIERS SHALL BE ERECTED AROUND ALL PROTECTED TREES AND PALMS, AND INSPECTED BY CITY REPRESENTATIVE BEFORE CONSTRUCTION BEGINS.
5. UPRIGHT POSTS ARE TO BE AT LEAST 4 FEET IN LENGTH WITH A MINIMUM OF 1 FOOT ANCHORED IN GROUND AND 3 FEET ABOVE GROUND.

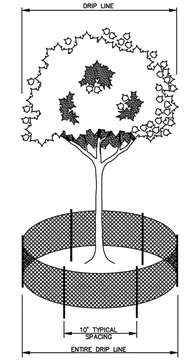
CONSTRUCTION BARRICADE NOTES
(COB LUR 2.2.3.2.H)

2.2.3.2.H CONSTRUCTION BARRICADES:

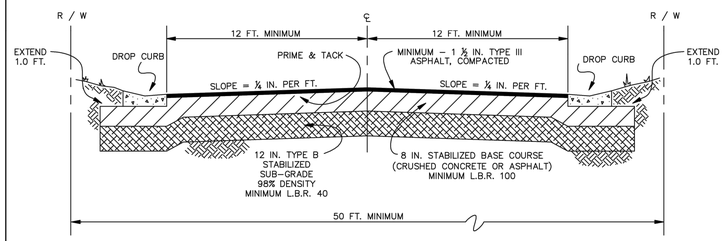
ALL TREES NOTED IN THE APPROVED LANDSCAPE PLANS TO REMAIN ON SITE. (REFER TO CITY OF BRADENTON LAND USE REGULATIONS SECTION 2.2.3.1.A) SHALL BE PROTECTED BY AN APPROVED BARRIER PLACED SO AS TO PREVENT DAMAGE TO THE TREE FROM CONSTRUCTION RELATED ACTIVITIES AND EXCAVATION. THE FOLLOWING ACTIVITIES ARE SCECIFICALLY PROHIBITED WITHIN THE BARRICADED AREA:

- VEHICULAR AND PEDESTRIAN TRAFFIC
- STORAGE OF CONSTRUCTION MATERIALS
- PLACEMENT OF EXCAVATED MATERIALS
- ANY ACTIVITIES THAT MAY DISTURB THE ROOT SYSTEM WITHIN THE BARRICADED AREA

1. BARRICADE CONSTRUCTION:
   THE BARRICADE SHALL BE A WOODEN OR CHAIN LINK FENCE PLACED AT THE DRIPLINE OF THE TREE.
2. BARRICADE PLACEMENT:
   BARRICADES SHALL BE PLACED PRIOR TO ANY LAND ALTERATION AND SHALL BE REMOVED ONLY AFTER THE CERTIFICATE OF USE FOR THE PROJECT IS ISSUED OR ADMINISTRATIVE APPROVAL IS GRANTED.



					SITE IMPROVEMENTS	DATE
						12/16
REV.	DATE	DESCRIPTION	BY	CITY OF BRADENTON, FLORIDA PUBLIC WORKS DEPARTMENT OF ENGINEERING	TREE BARRICADES	SHEET NO. SI-1



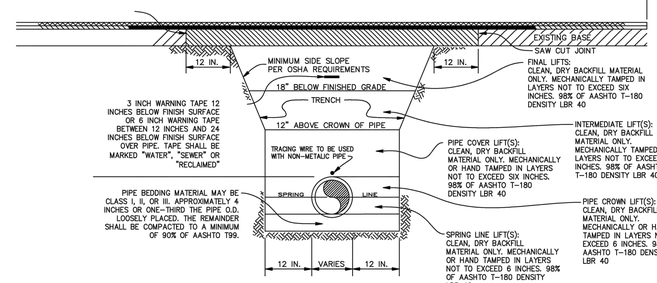
TYPICAL ROAD CONSTRUCTION

					STREETS AND ROADS	DATE
						2/07
1	JAN., 2017	ADDED HATCH TO SUB-GRADE	SBE	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING	TYPICAL ROAD SECTION	SHEET NO. SR-1
REV.	DATE	DESCRIPTION	BY			

TRENCH NOTES

1. WHERE WATER, REUSE AND/OR SEWER MAINS CROSS WITH LESS THAN EIGHTEEN INCHES (18") VERTICAL CLEARANCE, ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:
   A) WHERE A CONFLICT ARISES WITH AN EXISTING SEWER OR REUSE MAIN, THE PROPOSED WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   B) WHERE A CONFLICT ARISES WITH AN EXISTING WATER OR REUSE MAIN, THE PROPOSED SEWER MAIN SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   C) WHERE A CONFLICT ARISES WITH PROPOSED WATER, REUSE AND/OR SEWER MAINS, THE WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P., OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM OF TWENTY FEET (20'), WHILE THE SEWER MAIN AND/OR REUSE SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
2. WHEN A WATER MAIN PARALLELS A WASTEWATER LINE, A HORIZONTAL SEPARATION OF AT LEAST TEN FEET (10') OUTSIDE EDGE TO OUTSIDE EDGE SHOULD BE MAINTAINED. WHEN SEPARATED BY LESS THAN 10 FEET (10') HORIZONTALLY THE WATER MAIN SHALL BE CLASS-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK AND SEWER LINES SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK. JOINTS SHALL BE STAGGERED TO MAXIMIZE JOINT SEPARATION.
3. WHEN A WATER MAIN OR WASTEWATER LINE PARALLELS A REUSE MAIN, A HORIZONTAL SEPARATION OF AT LEAST FIVE FEET (5') CENTER OF PIPE TO CENTER OF PIPE, SHOULD BE MAINTAINED. IN NO CASE SHALL THE HORIZONTAL SEPARATION BE LESS THAN THREE FEET (3') FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.
4. TRENCH SHALL BE BRACED OR SHORED IN ACCORDANCE WITH THE "FLORIDA TRENCH & SAFETY ACT".
5. WIDTH OF TRENCH BOTTOM SHALL BE OUTSIDE DIAMETER OF PIPE PLUS TWELVE INCHES (12") EACH SIDE, REQUIRED.
6. CONTRACTOR SHALL PLACE METALLIC BURIAL IDENTIFICATION TAPE DIRECTLY ABOVE WATER MAIN IN CONFORMANCE WITH CITY CODE.
7. ALL WELL POINT HOLES SHALL BE FILLED WITH COARSE SAND OR OTHER SATISFACTORY GRANULAR MATERIAL AT TIME WELL POINTS ARE PULLED.
8. DISCHARGE FROM DE-WATERING OPERATION SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT SHALL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY.
9. THE PROPOSED DE-WATERING METHOD(S) AND SCHEDULE SHALL BE COORDINATED WITH THE UTILITY AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO CONSTRUCTION. ADDITIONALLY, WHERE PRIVATE PROPERTY SHALL BE INVOLVED, ADVANCE PERMISSION SHALL BE OBTAINED BY THE CONTRACTOR AND/OR DEVELOPER.
10. THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT DONE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC UTILITY STANDARDS, LATEST EDITION. ALL SOIL COMPACTION TESTS RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.

					STREETS AND ROADS	DATE
					ROAD CUT REPLACEMENT	4/2016
REV.	DATE	DESCRIPTION	BY	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING	TRENCH NOTES	SHEET NO. SR-2



12/2016	INCREASED BASE WIDTH	SBE			STREETS AND ROADS	DATE
6/2016	MILL & RESURFACE, BEDDING	SBE				6/2010
6/2010	BACKFILL AND COMPACTION	SBE	CITY OF BRADENTON, FLORIDA PUBLIC WORKS DEPARTMENT OF ENGINEERING		TRENCH BACKFILL & COMPACTION	SHEET NO. SR-3
DATE	DESCRIPTION	BY				

NO.	DATE	REVISION DESCRIPTION	BY

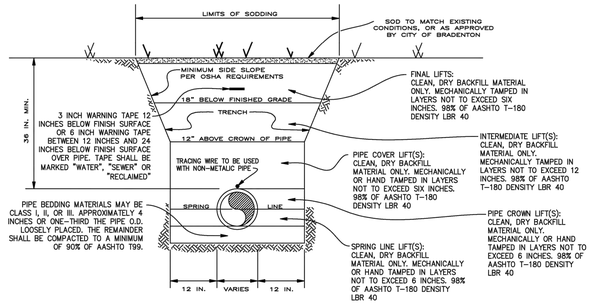
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 2-3-2023
PROJECT JCE
DRAWING PSD DET
DRAWN GHF | CHECKED MJM

PAVING, GRADING, DRAINAGE DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

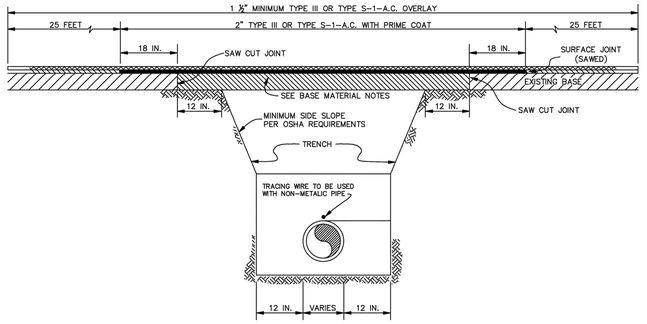
SCALE NTS
SEC.-TSP.-RNG. 32-34S-18E
SHEET 10 OF 15



REV.	DATE	DESCRIPTION	BY
1	6/2016	BEDDING AND WARNING TAPE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
GREEN SPACE	12/2012
TRENCH BACKFILL & COMPACTION	SHEET NO. SR-4



BASE MATERIAL NOTES:

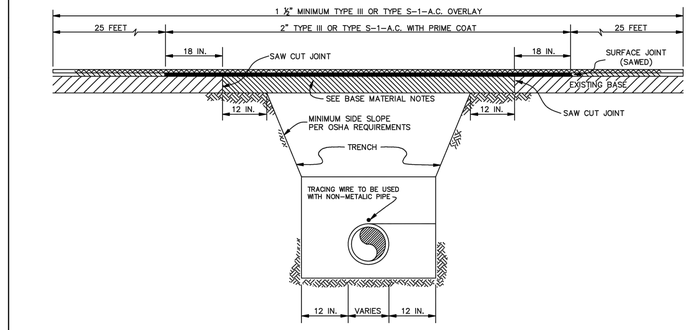
BASE MATERIAL SHALL BE ONE OF THE FOLLOWING:

1. 8 IN. MINIMUM – TYPE S-1 OR TYPE III ASPHALTIC CONCRETE.
2. 8 IN. MINIMUM – CRUSHED CONCRETE (COMPACTED) MINIMUM DENSITY SHALL CONFORM TO AASHTO T-180 LBR 100.

REV.	DATE	DESCRIPTION	BY
3	12/2016	INCREASED BASE WIDTH	SIBE
2	6/2016	MILL & RESURFACE; BEDDING	SIBE
1	6/2010	BACKFILL AND COMPACTION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
PAVEMENT REPLACEMENT	6/2010
TRENCH BACKFILL & COMPACTION	SHEET NO. SR-5



BASE MATERIAL NOTES:

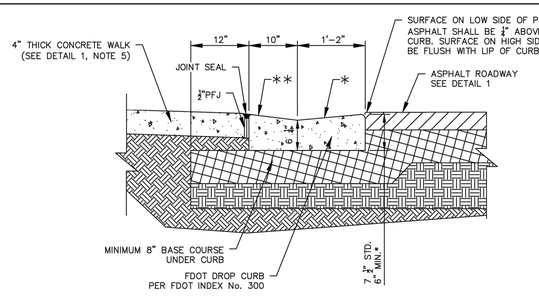
BASE MATERIAL SHALL BE ONE OF THE FOLLOWING:

1. 8 IN. MINIMUM – TYPE S-1 OR TYPE III ASPHALTIC CONCRETE.
2. 8 IN. MINIMUM – CRUSHED CONCRETE (COMPACTED) MINIMUM DENSITY SHALL CONFORM TO AASHTO T-180 LBR 100.

REV.	DATE	DESCRIPTION	BY
3	12/2016	INCREASED BASE WIDTH	SIBE
2	6/2016	MILL & RESURFACE; BEDDING	SIBE
1	6/2010	BACKFILL AND COMPACTION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
PAVEMENT REPLACEMENT	6/2010
TRENCH BACKFILL & COMPACTION	SHEET NO. SR-5



* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 8 INCHES.

** SLOPE TO FIT ADJACENT CONCRETE.

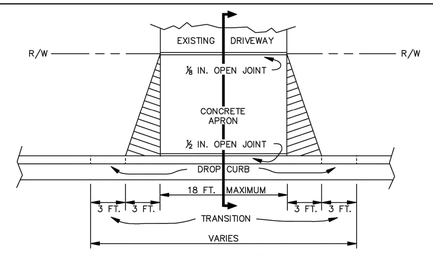
CURB:

1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS INDEX No. 300.

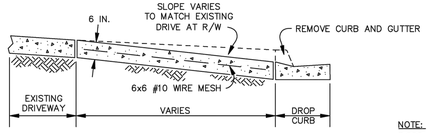
REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	INCREASED BASE UNDER CURB	SIBE
2	10/2015	BASE UNDER CURB	SIBE
1	7/2013	REMOVED TYPE "F" MODIFIED	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
TYPICAL DROP CURB	2/07
CROSS SECTIONS	SHEET NO. SR-12



PLAN VIEW



SECTION VIEW

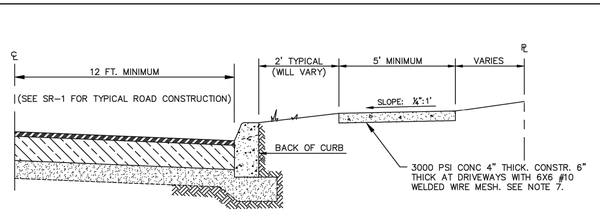
NOTE:
NO CITY OF BRADENTON UTILITY LINES INCLUDING WATER METERS OR SEWER CLEANOUTS MAY BE PLACED IN THE DRIVEWAY.

NOTE:
3,000 p.s.i. CONCRETE SPECIFIED

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED DRAWING NUMBER	SIBE
1	4/13/2011	Added No Utility Lines Note	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

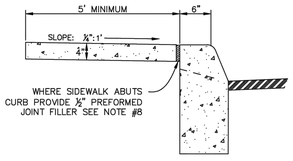
STREETS AND ROADS	DATE
TYPE F CURB	2/07
DRIVEWAY CONSTRUCTION	SHEET NO. SR-14



PRIMARY SIDEWALK LOCATION

NOTES:

1. PROVIDE TOOLED JOINTS AT DISTANCES MATCHING THE WIDTH. ALSO PLACE EXPANSION JOINTS AT DRIVEWAYS.
2. IF SOME PHYSICAL OBSTRUCTION EXISTS WHICH PREVENTS THE PLACING OF SIDEWALKS AS SHOWN, CONTACT THE ENGINEERING DIVISION FOR ALTERNATE LOCATION.
3. WOODEN AND OTHER SPACERS WILL NOT BE PERMITTED IN SIDEWALKS OR DRIVEWAYS.
4. NO COATINGS OF ANY KIND WILL BE PERMITTED ON CONCRETE SIDEWALKS OR DRIVEWAYS WITHOUT SPECIFIC APPROVAL OF THE CITY ENGINEER.
5. ALL CONCRETE SHALL BE 3000 PSI MIN. @ 28 DAYS, WITH FIBER MESH REINFORCING.
6. CONCRETE SURFACE TO BE LIGHT BROOM FINISH.
7. CONCRETE DRIVEWAY CONSTRUCTION SHALL BE 6" THICK W 6X6/10X10 WELDED WIRE MESH REINFORCEMENT.
8. EXPANSION JOINT: EXPANSION JOINTS BETWEEN THE SIDEWALKS AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS SHALL BE 1/2". MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M153 OR AASHTO M213. FOR LONG POURS, AND EXPANSION JOINT SHALL BE PLACED AT INTERVALS NOT TO EXCEED 120'.



ALTERNATE SIDEWALK LOCATION

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
	7/13
TYPICAL SIDEWALK CONSTRUCTION	SHEET NO. SR-16

NO.	DATE	REVISION DESCRIPTION	BY

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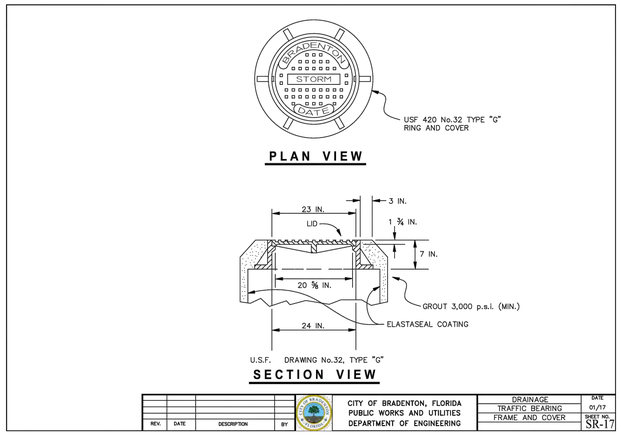
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	2-3-2023
PROJECT	
DRAWING	PGD DET
DRAWN	GHF
CHECKED	MJM

PAVING, GRADING, DRAINAGE DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

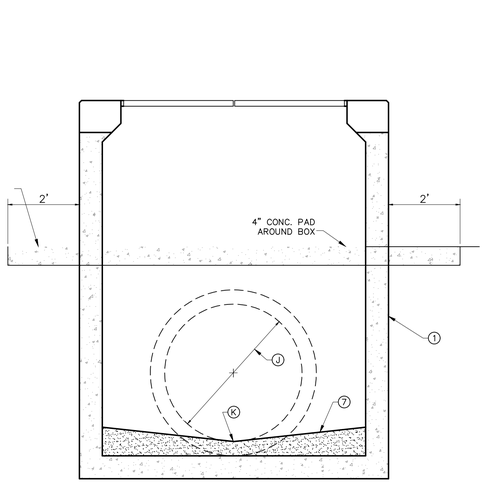
SCALE	NTS
SEC.-TSP.-RNG.	
SHEET	11
OF	15



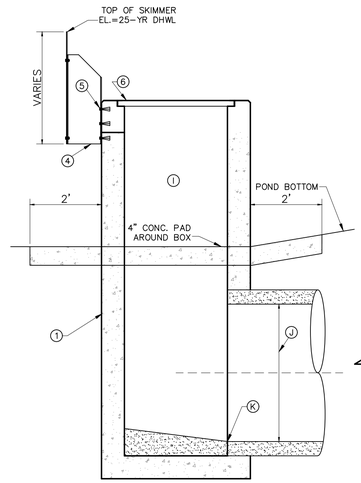
REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

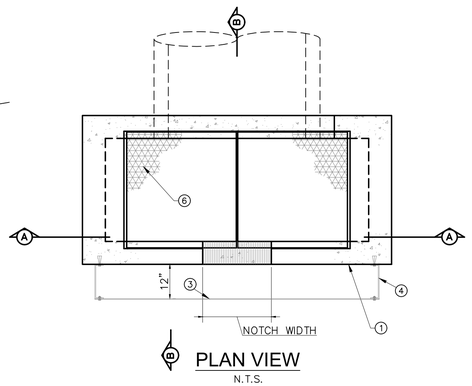
	DATE
DRAINAGE	01/17
TRAFFIC BEARING	
FRAME AND COVER	SHEET NO. SR-17



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



PLAN VIEW
N.T.S.

CONTROL STRUCTURE DETAIL

CONTROL STRUCTURE NOTES:

1. ALL CONTROL STRUCTURES TO BE MANUFACTURED IN ACCORDANCE WITH FDOT INDEX 232 AND SUPPLEMENTAL INDEX 201.
2. SEE CONTROL STRUCTURE DATA TABLE FOR SPECIFICATION, ELEVATIONS AND DIMENSIONS FOR EACH STRUCTURE. SEE DRAINAGE PLAN TO VERIFY PIPE SIZE AND ALIGNMENT FOR EACH STRUCTURE.
3. UNLESS OTHERWISE SPECIFIED, INSTALL 3/16" "GLASKIMER" HSS-HIGH STRENGTH COMPOSITE SHEET SKIMMER PLATE WITH OPEN TOP AND BOTTOM. SKIMMER TO EXTEND AT LEAST 4" BELOW NOTCH INVERT, OR 4" BELOW GRATE ELEVATION WHEN NOTCH IS NOT PROVIDED.
4. SKIMMER PLATE SUPPORT BRACKETS SHALL BE STEEL CHANNEL SECTIONS MC-12x10.6, CUT TO LENGTH AS REQUIRED FOR APPROPRIATE SKIMMER INSTALLATION, WITH 1 SHOP COAT AND 1 FIELD COAT OF KEMANIA EPOXY B-69A4 OR APPROVED EQUAL. ALL FASTENING HARDWARE TO BE STAINLESS STEEL.
5. 3/8" DIAMETER STAINLESS STEEL EXPANSION ANCHORS, 3" LONG MINIMUM WITH STAINLESS STEEL WASHERS AND NUTS. SPACE BOLTS ONE FOR EACH 6" C.C. MAXIMUM SPACING AT EACH SUPPORT BRACKET.
6. STEEL GRATE W/ EYEBOLT AND CHAIN, AS SPECIFIED PER FDOT INDEX 232
7. FIELD POURED CONCRETE INVERT AFTER INLET AND PIPE ARE PLACED IN GROUND, 3000 PSI CONCRETE @ 28 DAYS. SLOPE 2" PER FT. TO DRAIN.
8. BENCH MARK REQUIRED TO BE SET AFTER CONSTRUCTION IS COMPLETE. BENCH ELEVATION TO BE NOTED ON RECORD DRAWINGS.
9. STAKEOUT POINT TO BE CENTER OF STRUCTURE. FIELD LOCATION MAY BE ADJUSTED TO FIT WITHIN LAKE BANKS OR FILL SLOPE MAY BE NECESSARY. ADJUSTED LOCATIONS TO BE APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.
10. IF WETLAND RIM DITCH EXISTS, THEN THE LOCATION OF OUTFALL STRUCTURE ENTERING WETLAND SHALL BE LOCATED IN THE RIM DITCH. GRADING OF INSIDE BANK OF RIM DITCH TO ADJACENT WETLAND SEASONAL HIGH WATER LEVEL MAY BE REQUIRED TO PROVIDE POSITIVE DRAINAGE TO WETLAND.
11. FDOT TYPE H STRUCTURE SHOWN. FOR STRUCTURE TYPES C, D, AND E, OMIT NOTCH OPENINGS "D" & "H" AND 12" WIDE DOUBLE GRATE SEAT SUPPORT RISERS AS SHOWN. THE CENTER SKIMMER SUPPORT BRACKETS AS INDICATED WITHIN THE 12" WIDE GRATE SEAT RISER SEGMENT SHALL ALSO BE DELETED FOR STRUCTURES OTHER THAN TYPE H.
12. CUSTOM BOX SIZES SHALL BE CONSTRUCTED IN THE SAME MANNER WITH SHOP DRAWINGS REVIEWED BY MORRIS ENGINEERING & CONSULTING LLC.

CONTROL STRUCTURE DATA TABLE

STRUCURE NO.	FDOT TYPE C,D,E or H	NWL/SHWL IN FEET	TOP GRATE ELEVATION	NOTCH ELEVATION	NOTCH WIDTH (IN.)	NOTCHHEIGHT (IN.)	OUTFALL PIPE DIAMETER (IN.)	TOP OF SKIMMER ELEVATION
01-01	C	4.00	9.90	4.70	4.8	4.8	15	9.90

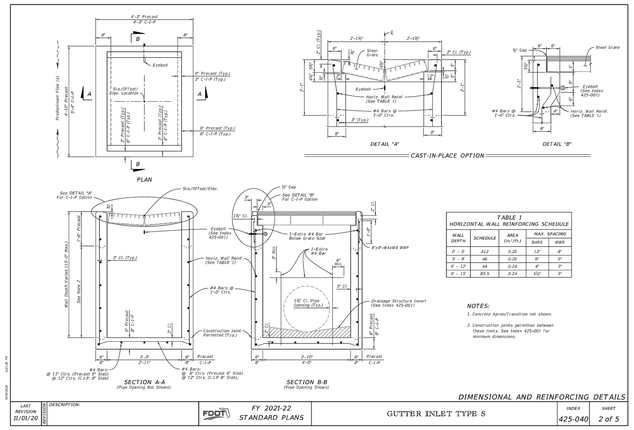
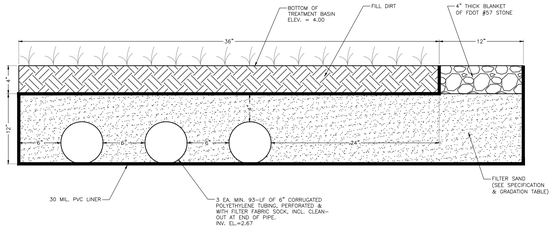


TABLE 1
HORIZONTAL WALL REINFORCING SCHEDULE

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING BARS	WWR
0' - 5'	A12	0.20	12"	8"
5' - 9'	A8	0.20	8"	5"
9' - 12'	A4	0.24	4"	3"
9' - 15'	B5.5	0.24	10"	9"

NOTES:
1. Concrete apron/transition not shown.
2. Construction joints permitted between these limits. See Index 425-001 for minimum dimensions.

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	GUTTER INLET TYPE S	INDEX 425-040	SHEET 2 of 5



FILTER SAND GRADATION	
U.S. STD. SIEVE SIZE	PERCENT FINER BY WEIGHT
3/4"	100
3/8"	90-100
#4	77-96
#10	60-87
#20	26-69
#40	9-43
#50	7-27
#100	5-7

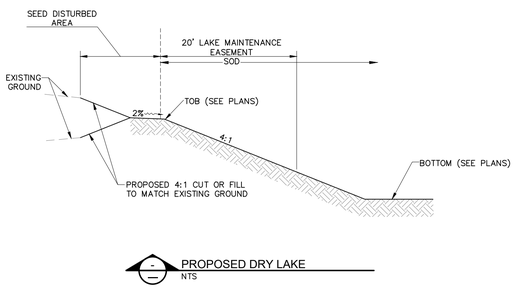
FILTER SAND SPECIFICATIONS

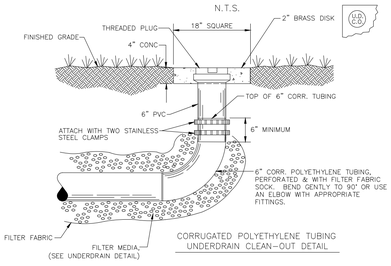
FILTER MATERIAL TO BE UTILIZED FOR UNDERDRAIN SYSTEMS. THESE SYSTEMS SHALL BE COMPOSED OF CLEAN CREEK GRAVELS AND SAND MIXTURES TO PRODUCE THE GRADATION SHOWN IN FILTER GRADATION TABLE.

THE D/20 SIZE OF THE FILTER IS APPROXIMATELY 0.42 MM. AND THE VERTICAL PERMEABILITY RATE (K) IS 1.50 FEET PER DAY.

NOTE: FLORIDA LIMESTONE IS NOT ACCEPTABLE AS FILTER MEDIA UNDER ANY CIRCUMSTANCES.

FILTER UNDERDRAIN DETAIL





CORRUGATED POLYETHYLENE TUBING
UNDERDRAIN CLEAN-OUT DETAIL

A) THE CORRUGATED POLYETHYLENE TUBING SHALL MEET THE REQUIREMENTS OF ASTM F-405.

B) THE CORRUGATED POLYETHYLENE TUBING SHALL HAVE A FILTER FABRIC SOCK MEETING F.D.O.T. SPEC. 948-2.4, LATEST REVISION.

C) EXTRA CARE SHALL BE TAKEN DURING PLACEMENT TO MAINTAIN PROPER LINE AND GRADE.

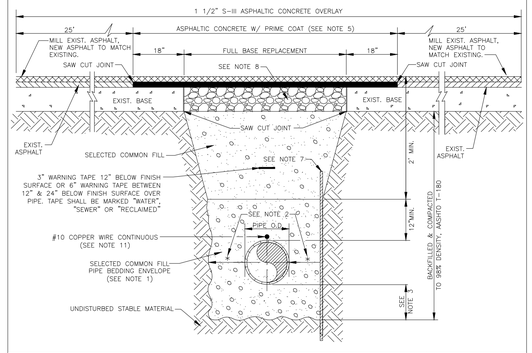
D) A CLEAN-OUT SHALL BE CONSTRUCTED AT THE END OF EACH RUN OF UNDER-DRAIN. MAXIMUM SPACING EVERY 100 FEET.

E) SOD 3' AROUND 18" CONC. SQUARE.

UNDERDRAIN CLEAN-OUT (FLEXIBLE)

NOTES:

1. USE OF TYPE A-2 AND A-3 PIPE BEDDING TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
2. PROVIDE ADEQUATE CLEARANCE TO PLACE AND COMPACT STAGE 1 BEDDING MATERIAL IN TRENCH AREA BELOW PIPE SPRINGLINE. PIPE EMBEDMENT MUST BE COMPACTED OUT TO THE TRENCH WALL OR 2.5 TIMES THE PIPE OD, WHICHEVER IS LESS.
3. TYPICALLY 4" TO 6".
4. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
5. ASPHALTIC CONCRETE STRUCTURE COURSE WITH PRIME COAT SHALL BE THE SAME DEPTH AND TYPE AS EXISTING OR A MINIMUM OF 1 1/4 INCH, WHICHEVER IS GREATER.
6. MILL 25' BACK FROM TRENCH SAW CUT. ADJUST MILLING PER INDIVIDUAL SITE TO NOT IMPACT BASE. BUTT JOINT TO EXIST ASPHALT. FINAL OVERLAY LIMITS ARE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT. FINAL OVERLAY TO MATCH EXISTING WITH NO DISCERNABLE "BUMP" AT JOINT. MILLING LIMITS THAT IMPACT INTERSECTION SHALL BE ADDRESSED ON A CASE BY CASE BASIS AND APPROVED BY MANATEE COUNTY.
7. SHEETING ORDERED LEFT IN PLACE TO BE CUT OFF 24" BELOW FINISHED GRADE OR 12" BELOW SUBGRADE.
8. BASE SHALL BE 8" MINIMUM THICKNESS CRUSHED CONCRETE.
9. TEMPORARY PATCHES WILL BE INSTALLED TO PROVIDE A SMOOTH ALL WEATHER SURFACE AT ALL TIMES. PERMANENT REPLACEMENT TO BE MADE AS SOON AS POSSIBLE.
10. RESTORE SIGNAGE & MARKING WITH THERMOPLASTIC PER FDOT STANDARDS, LATEST EDITION.
11. TRACER WIRE NOT REQUIRED FOR GRAVITY SEWERS.
12. NOTES 5. THRU 10. ARE MINIMUM REQUIREMENTS FOR A TRENCH IN A ROAD. REFER TO LATEST EDITION OF MANATEE COUNTY HIGHWAY AND TRAFFIC STANDARDS FOR ADDITIONAL REQUIREMENTS.



MANATEE COUNTY
PUBLIC WORKS DEPARTMENT

REV.BY	DATE
WRT/KE	03/11

MAY 10, 2011
DATE OF APPROVAL

TRENCH WITH ASPHALT PAVEMENT SURFACE TYPE A-1 PIPE BEDDING

UG-12
PAGE 112

NO.	DATE	REVISION DESCRIPTION	BY

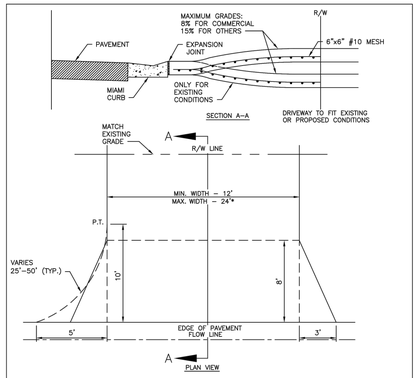
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	2-3-2023
PROJECT	JCE
DRAWING	PGD DET
DRAWN	GHF
CHECKED	MJM

PAVING, GRADING, DRAINAGE DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE	NTS
SEC.-TSP.-RNG.	32-34S-18E
SHEET	12
OF	15



* FOR DRIVEWAYS THAT CAN DEMONSTRATE THE NEED FOR ADDITIONAL WIDTH, THE WIDTH MAY NOT BE GREATER THAN THE LESSER OF:

A) 30' TOTAL AT THE RIGHT-OF-WAY LINE.
B) 30% OF THE FRONT FOOTAGE AS DEFINED ON THE SURVEY (OR FIELD MEASUREMENTS, 36' MAX).

NOTES:

A. DRIVEWAYS ADJACENT TO A PAVED ROADWAY MUST HAVE THE APRON CONSTRUCTED.

B. DRIVEWAY SHALL BE 6" REINFORCED CONCRETE (3000 PSI AT 28 DAYS) WITH 6"x6" #10 WIRE MESH FROM BACK OF CURB TO RIGHT-OF-WAY LINE.

C. MAINTAIN EXISTING DRAINAGE FLOWLINE.

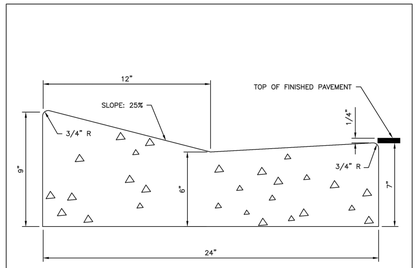
D. USE 3'x8' FLARE OR 18' RADIUS WITH CURB TRANSITION (TRANSITION FROM TYPE F CURB TO MIAMI CURB). SEE DETAIL 101.4. NO CHANGE WITH 3" VALLEY CROSSINGS.

E. EXPANSION JOINT SHALL BE 1/2" PREFORMED JOINT FILLER OR APPROVED ALTERNATE.

F. SAWCUT (1/4" THICKNESS MINIMUM) ON 10' CENTERS. IF DRIVE IS WIDER THAN 12', ADD JOINTS AT 10' CENTERS.

G. LATERAL ALIGNMENT 45 DEGREES FOR DOUBLE DRIVE PER LOT, 90 DEGREES FOR SINGLE DRIVE, OFF CENTER LINE.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT			
REV.BY / DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	URBAN DRIVES	101.3



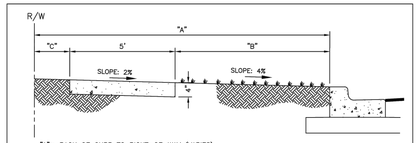
TYPE A
MIAMI CURB & GUTTER

NOTES:

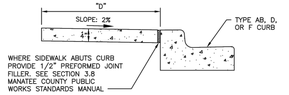
A. CLASS 1 CONCRETE 3,000 PSI AT 28 DAYS.

B. CURB AND GUTTER SHALL MEET FDOT STANDARD SPECIFICATIONS AND FDOT STANDARD PLANS, INDEX 520-001, LATEST EDITION.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT			
REV.BY / DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	TYPE A MIAMI CURB & GUTTER	201.1



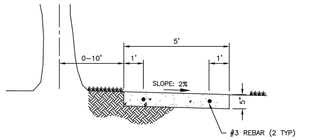
TYPICAL SIDEWALK LOCATION



"D"= SIDEWALK WIDTH SHALL BE 6' STANDARD, WHERE SIDEWALK ABUTS TYPE AB, D, OR F CURB.

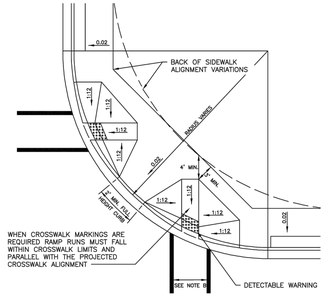
SEE SECTION 3.8 SIDEWALKS, MANATEE COUNTY PUBLIC WORKS STANDARDS MANUAL, FOR FURTHER INFORMATION.

ALTERNATE SIDEWALK LOCATION



SIDEWALK LOCATION CLOSE TO TREES

MANATEE COUNTY PUBLIC WORKS DEPARTMENT			
REV.BY / DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	SIDEWALK REQUIREMENTS	301.0



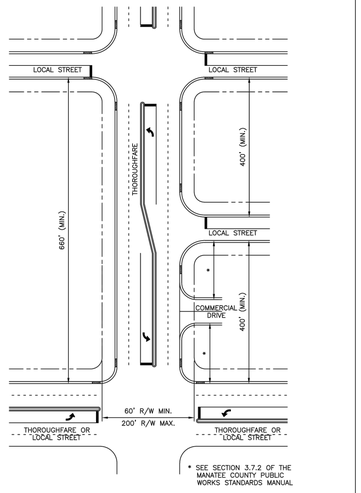
NOTES:

A. CURB RAMPS ARE TO BE LOCATED AS SHOWN ON THE PLANS.

B. CROSSWALK WIDTHS AND CONFIGURATION VARY; MUST CONFORM TO FDOT STANDARD PLANS, INDEX 711-001, LATEST EDITION.

C. FOR COMPLETE DETECTABLE WARNING AND CURB RAMP DETAILS, SEE FDOT STANDARD PLANS, INDEX 522-002, LATEST EDITION.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT			
REV.BY / DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	CURB RAMP	302.0



NOTE: MINIMUM DISTANCE BETWEEN SIGNALIZED INTERSECTIONS SHALL BE 1,300'.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT			
REV.BY / DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	LOCAL STREET INTERSECTION SEPARATION ON THOROUGHFARE	402.3

A. CRUSHED CONCRETE BASE SHALL BE A MINIMUM OF 8" OR MATCH EXISTING, WHICH EVER IS GREATER. AND A MINIMUM OF "W" IN WIDTH, OR GREATER, WHERE DISTURBED AREA IS GREATER THAN "W" FROM EQUATION: "W"=(2 X "H") + "D" + (2 X 18"). ASPHALTIC BASE COURSE III WILL BE AN ACCEPTABLE ALTERNATE.

B. BACKFILL, AASHTO M145-66 SHALL BE PLACED IN LAYERS NOT TO EXCEED 6", EACH LAYER WILL BE THOROUGHLY TAMPED AND/OR ROLLED TO 98% OF MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180). NON-SHRINK, HIGH SLUMP, 1,500 PSI CONCRETE. BACKFILL MAY BE USED AS AN ALTERNATIVE IF APPROVED BY MANATEE COUNTY TRANSPORTATION DEPARTMENT.

C. SELECT MATERIAL, AASHTO M-146-70, SHALL MEET FDOT CURRENT STANDARD SPECIFICATIONS AND BE PLACED ON BOTH SIDES OF THE PIPE SIMUTANEOUSLY, COMPACT AREA UNDER HAUNCHES OF THE PIPE W/ MECHANICAL TAMPERS, AND THROUGHOUT THE REMAINDER OF THE SELECT MATERIAL.

D. ASPHALTIC CONCRETE STRUCTURAL COURSE, SHALL BE THE SAME DEPTH AND TYPE AS EXISTING OR A MINIMUM OF 1 1/4", WHICHEVER IS GREATER.

E. "H" = THE DEPTH FROM TOP OF PIPE TO THE CENTERLINE OF THE ROAD (MINIMUM OF 36") MINIMUM OF 30" UNDER FLOWLINE OF SIDE DITCHES.

F. RESTORE EXISTING SIGNAGE & MARKING WITH THERMOPLASTIC PER FDOT STANDARDS, LATEST EDITION.

G. OVERLAY LIMITS AT DESCRETION OF PAVEMENT MANAGER.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT			
REV.BY / DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	UTILITY ROAD CUT REPLACEMENT	403.2

NOT TO SCALE

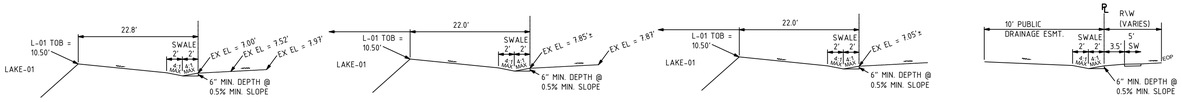
NOTES:

A. LIMITS OF MILL AND RESURFACE = EDGE OF PAVEMENT TO EDGE OF PAVEMENT AND 25' BEYOND LIMITS OF CONSTRUCTION.

B. ASPHALT, BASE, AND SUB-BASE SHALL MATCH EXISTING THICKNESS OR THE APPLICABLE COUNTY STANDARD TYPICAL SECTION, WHICHEVER IS GREATER.

C. SIGNAGE AND MARKING PLAN SHALL ACCOMPANY CONSTRUCTION PLAN.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT			
REV.BY / DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	ROAD CONNECTION DETAIL	403.3

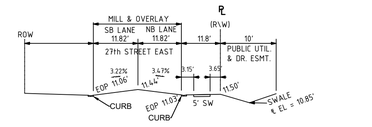


A SWALE ADJACENT TO PROJECT BOUNDARY @ L-01 NTS

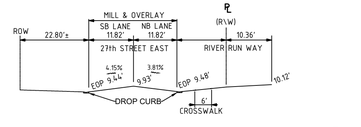
B SWALE ADJACENT TO PROJECT BOUNDARY @ L-01 NTS

C SWALE ADJACENT TO PROJECT BOUNDARY @ L-01 NTS

D TYPICAL SWALE ADJACENT TO PROJECT BOUNDARY NTS



27th STREET EAST MILL & OVERLAY CROSS SECTION E NTS



27th STREET EAST MILL & OVERLAY CROSS SECTION @ RIVER RUN WAY NTS F

NO.	DATE	REVISION DESCRIPTION	BY
1	6-14-2023	ADD DETAILS 201.1 & 403.2, MOD. X-SECTIONS E&F	GHF

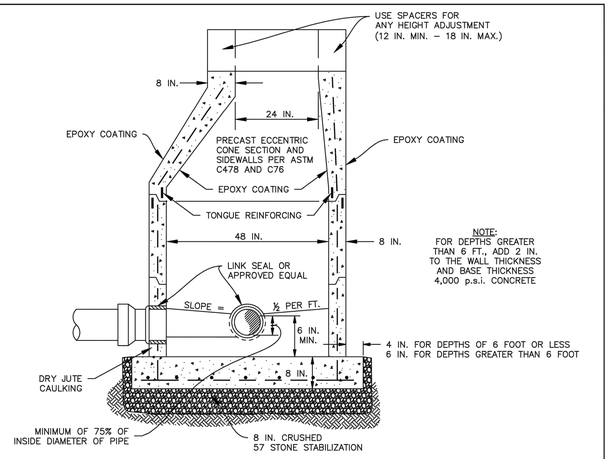
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 4-26-2023
PROJECT JCE
DRAWING PGD DET
DRAWN GHF | CHECKED MJM

PAVING, GRADING, DRAINAGE DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE NTS
SEC.-TSP.-RNG.
SHEET 12a | OF 15

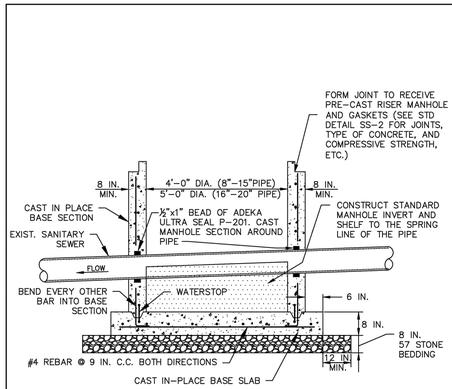


NOTE:
FOR DEPTHS GREATER THAN 6 FT., ADD 2 IN. TO THE WALL THICKNESS AND BASE THICKNESS 4,000 p.s.i. CONCRETE

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	ADDED 57 STONE	SIBE
1	7/2013	ADDED SPACER AND LINK SEAL	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE 2/07
PRECAST MANHOLE	SHEET NO. SS-1



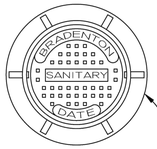
NOTES:

1. THE CONTRACTOR SHALL CAREFULLY EXCAVATE AROUND AND PROPERLY SUPPORT THE EXISTING PIPE.
2. PREFERRED CONSTRUCTION IS BY "CUTTING-IN" A STANDARD SANITARY SEWER MANHOLE WITH A TEMPORARY FLOW BY-PASS SYSTEM.
3. SEWER LINES GREATER THAN 20" REQUIRE SPECIAL DESIGN AND APPROVAL BY CITY OF BRADENTON ENGINEERING.
4. ALLOW SUFFICIENT CURING TIME, 24-36 HOURS, FOR THE ADEKA ULTRA-SEAL P-201, BEFORE POURING CONCRETE.
5. FOLLOWING SATISFACTORY CURING OF THE INVERT CHANNEL AND SHELF, THE CONTRACTOR SHALL CUT AND REMOVE THE TOP HALF OF THE EXISTING PIPE WITHIN THE MANHOLE, TAKING CARE NOT TO ALLOW ANY PIECES TO BE WASHED DOWN STREAM IN THE PIPE. CUTTING OF THE PIPE SHALL BE IN A WORKMAN LIKE MANNER, PROVIDING A SMOOTH AND EVEN FINISHED PRODUCT.
6. THERE SHALL BE NO VISIBLE LEAKS IN THE MANHOLE.

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	ADDED 57 STONE	SIBE

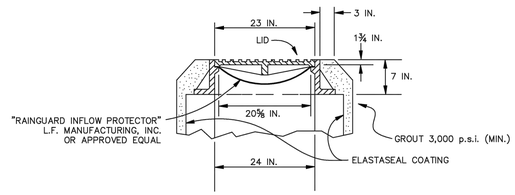
CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE 2/07
PRECAST MANHOLE	
CONSTRUCTED OVER	SHEET NO. SS-2
EXISTING SEWER LINE	



USF 420 NO. 32 TYPE "G" RING AND COVER

PLAN VIEW



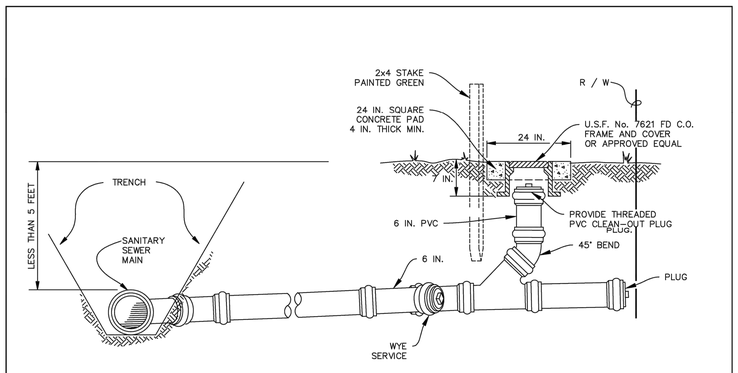
U.S.F. DRAWING No.32, TYPE "G"

SECTION VIEW

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SIBE
1	7/2013	ADDED RING AND COVER INFO.	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE 2/07
FRAME AND COVER	SHEET NO. SS-4



NOTE:

WHERE SEWER SERVICE CONNECTIONS EXCEED 5 FT. DEPTH, TO SANITARY SEWER PLEASE REFER TO DETAIL SS-8.

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SIBE
1	MAY, 2015	SHALLOW SERVICE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE 5/15
SHALLOW SERVICE LINE	
CLEAN-OUT INSTALLATION	SHEET NO. SS-9

LOCATION OF PUBLIC WATER SYSYEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	Water Main, 3 ft. minimum	Water Main, 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 3 ft. minimum, Water Main
Vacuum Sanitary Sewer	Water Main, 10 ft. preferred, 3 ft. minimum	Water Main, 12 inches preferred, 6 inches minimum	Alternate 3 ft. minimum, Water Main
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	Water Main, 10 ft. preferred, 6 ft. minimum (3)	Water Main, 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 6 ft. minimum, Water Main
On-Site Sewage Treatment & Disposal System	10 ft. minimum	----	----

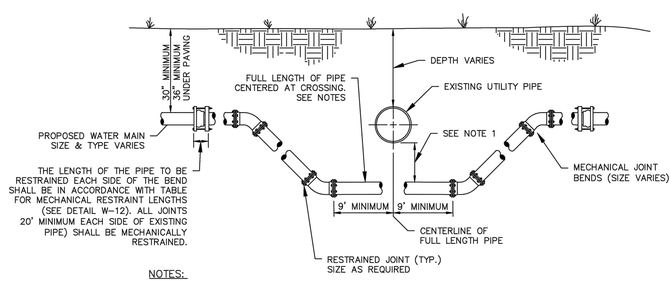
(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE 6/13
WATER MAIN	
SEPARATION CHART	SHEET NO. W-1



NOTES:

1) 12 INCHES OF SEPARATION IS REQUIRED
2) A FULL LENGTH OF PIPE SHALL BE CENTERED UNDER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.

VERTICAL SEPARATION REQUIREMENTS UNDER EXISTING UTILITIES

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE 3/16
WATER MAIN	
VERTICAL SEPARATION	SHEET NO. W-2
UNDER EXIST. UTILITIES	

NO.	DATE	REVISION DESCRIPTION	BY

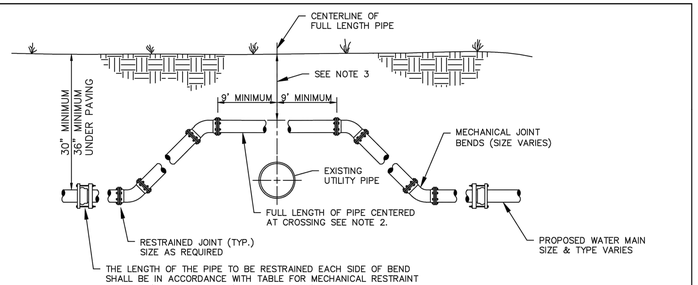
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 2-3-2023
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF
CHECKED MJM

UTILITY DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE NTS
SEC.-TSP.-RNG. 32-34S-18E
SHEET 13 OF 15



NOTES:

1) IF EXISTING UTILITY PIPE IS A WATER MAIN 6 INCHES OF SEPARATION IS REQUIRED.
2) IF EXISTING UTILITY PIPE IS A FORCE MAIN, GAS LINE, GRAVITY SANITARY SEWER OR STORM SEWER 12 INCHES OF SEPARATION IS REQUIRED. IF THIS IS IMPRACTICAL, SEPARATION CAN BE REDUCED TO 6 INCHES FOR GRAVITY SANITARY SEWER AND STORM SEWER. A FULL LENGTH OF PIPE SHALL BE CENTERED OVER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.
3) DEPTH OF BURY TO BE 36 INCHES MINIMUM IN PAVED AREAS MEASURED FROM FINISHED GRADE. DEPTH OF BURY TO BE 30 INCHES MINIMUM IN UNPAVED AREAS.

VERTICAL SEPARATION REQUIREMENTS OVER EXISTING UTILITIES

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
WATER MAIN	DATE 3/16
VERTICAL SEPARATION OVER EXIST. UTILITIES	SHEET NO. W-3

P.V.C. PIPE RESTRAINT

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)									
PVC PIPE	PIPE SIZE								
	4"	6"	8"	10"	12"	18"	20"	24"	30"
HORIZONTAL 90° BEND	20	28	36	46	55	85	75	76	88
HORIZONTAL 45° BEND	8	10	14	16	20	26	32	33	36
HORIZONTAL 22 1/2° BEND	4	5	6	8	9	11	13	15	16
HORIZONTAL 11 1/4° BEND	2	2	3	4	4	6	7	7	9
PLUG OR BRANCH OF TEE	50	70	90	110	130	160	190	200	235
VERTICAL OFFSETS 45° BENDS LI (FT.)	20	28	36	46	55	67	80	81	97
VERTICAL OFFSETS 45° BENDS LI (FT.)	8	4	5	6	6	10	13	14	16

TEES (SEE NOTE 4)			
RUN SIZE	BRANCH SIZE	LENGTH FT.	
4"	4"		F.O.
6"	6"	10	F.O.
	4" OR LESS		F.O.
8"	8"	30	
	6" OR LESS		F.O.
10"	10"	48	
	8"	14	
	6" OR LESS		F.O.
12"	12"	65	
	10"	35	
	8" OR LESS		F.O.
16"	16"	150	
	12"	40	
	10" OR LESS		F.O.
20"	20"	170	
	16"	80	
	12" OR LESS		F.O.
24"	24"	130	
	20"	90	
	16"	40	
	12" OR LESS		F.O.
30"	30"	140	
	24"	60	
	20"	20	
	16" OR LESS		F.O.

REDUCERS	
SIZE	LENGTH FT.
10x6	35
8x6	35
8x4	65
10x4	35
10x6	65
12x10	35
12x8	65
16x12	65
16x10	95
20x16	35
20x16	65
20x12	120
24x20	65
24x16	95
24x16	150
30x24	80
30x20	150

F.O.= Fitting Only

NOTES:
1) THIS SCHEDULE SHALL BE UTILIZED ON ALL WATER, SEWER FORCE MAIN OR RECLAIMED WATER SYSTEMS. ALL FITTINGS SHALL BE RESTRAINED TO LENGTHS INDICATED ON THE ABOVE SCHEDULE, AT A MINIMUM UNLESS OTHERWISE INDICATED.
2) VERTICAL OFFSETS ARE APPROX. 3 FEET COVER ON TOP AND APPROX. 6 FEET COVER ON BOTTOM. PER THE DETAILS LI IS THE RESTRAINED LENGTH FOR THE UPPER (TOP) LEVEL, LI IS THE RESTRAINED LENGTH FOR THE LOWER (DEEPER) LEVEL. ASSUME 45 DEGREE BENDS.
3) WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS THE GREATEST LENGTH OF RESTRAINED PIPE.
4) TEES: TOTAL LENGTH BETWEEN FIRST JOINTS OR RESTRAINED LENGTH ON EITHER SIDE OF TEE (RUN) SHALL BE A TOTAL DISTANCE OF 30 FEET (MIN) SEE SCHEDULE ABOVE FOR RESTRAINT LENGTH ON TEE "BRANCH" LINE.
5) HDPE TO PVC TRANSITIONS: THE PVC PIPE SIDE SHALL BE RESTRAINED 30 FEET (MIN.).
6) THE INSTALLATION OF BELL HARNESS RESTRAINTS AT PVC JOINTS (DR-18 & 25 PIPE) SHALL BE COMPLETED PER THE MANUFACTURERS RECOMMENDATION, WHICH INCLUDE'S NOT OVER TIGHTENING THE PARALLEL RODS/NUTS (THESE NUTS SHOULD ONLY BE SNUG TIGHT, THE HOME MARKS ON THE PIPE SHOULD ALWAYS BE VISIBLE AFTER THE RESTRAINT IS INSTALLED. OVERTHROWING THE JOINT MAY CAUSE A FAILURE AT THE BELL RESULTING IN A SERVICE OUTAGE.
7) LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED WITH THE FOLLOWING ASSUMPTIONS:

WORKING PRESSURE:	150 P.S.I.
SOIL DESIGN NOM:	1SM OR SM
SAFETY FACTOR:	1.5
TRENCH TYPE:	TYPE 3
DEPTH OF COVER:	30 INCHES FOR 20" AND SMALLER PIPE SIZE; 36 INCHES FOR 24" AND LARGER PIPE SIZE

THE FOLLOWING JOINTS MUST BE RESTRAINED IN ALL APPLICATIONS:
1. BEND – INLET AND OUTLET
2. TEES
3. OFFSETS – INLET AND OUTLET
4. CAPS
5. PLUGS
6. ENTIRE HYDRANT RUNOUTS SHALL BE RESTRAINED

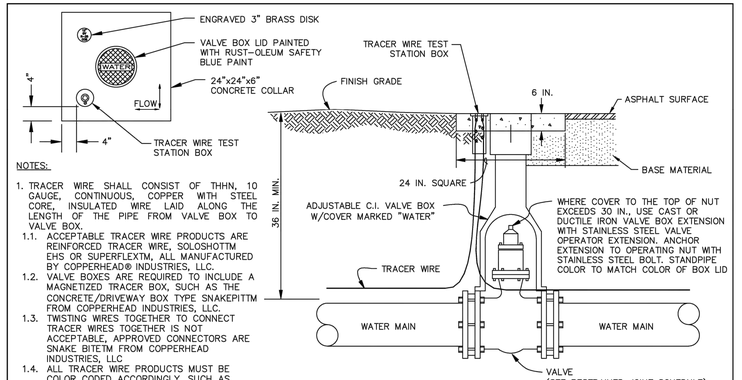
NOTE:
THRUST RESTRAINT AT FITTINGS AND VALVES SHALL BE EBBA IRON MEGALUG RESTTAINERS. THRUST RESTRAINT BETWEEN PIPE JOINTS SHALL BE EBBA IRON SERIES 1500 RESTRAINERS.

FIGURES BASED ON 30" OF COVER DEPTH.

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
THRUST RESTRAINING CHART	DATE 2/07
	SHEET NO. W-5



NOTES:

1. TRACER WIRE SHALL CONSIST OF THHN, 10 GAUGE, CONTINUOUS, COPPER WITH STEEL CORE, INSULATED WIRE LAID ALONG THE LENGTH OF THE PIPE FROM VALVE BOX TO VALVE BOX.
   1.1. ACCEPTABLE TRACER WIRE PRODUCTS ARE REINFORCED TRACER WIRE, SOLOSHOTTM EHS OR SUPERFLEXTM, ALL MANUFACTURED BY COPPERHEAD® INDUSTRIES, LLC.
   1.2. VALVE BOXES ARE REQUIRED TO INCLUDE A MAGNETIZED TRACER BOX, SUCH AS THE CONCRETE/DRIVEWAY BOX TYPE SNAKEPITTM FROM COPPERHEAD INDUSTRIES, LLC.
   1.3. TWISTING WIRES TOGETHER TO CONNECT TRACER WIRES TOGETHER IS NOT ACCEPTABLE, APPROVED CONNECTORS ARE SNAKE BITETM FROM COPPERHEAD INDUSTRIES, LLC
   1.4. ALL TRACER WIRE PRODUCTS MUST BE COLOR CODED ACCORDINGLY, SUCH AS BLUE FOR WATER MAINS
2. A THREE INCH (3") BRASS DISK SHALL BE ATTACHED WITH EPOXY TO THE CONCRETE PAD INSCRIBED WITH THE FOLLOWING INFORMATION: GATE VALVE (GV) OR BUTTERFLY VALVE (BFV). THE NUMBER OF TURNS TO OPEN AND CLOSE THE VALVE, YEAR INSTALLED AND COB.

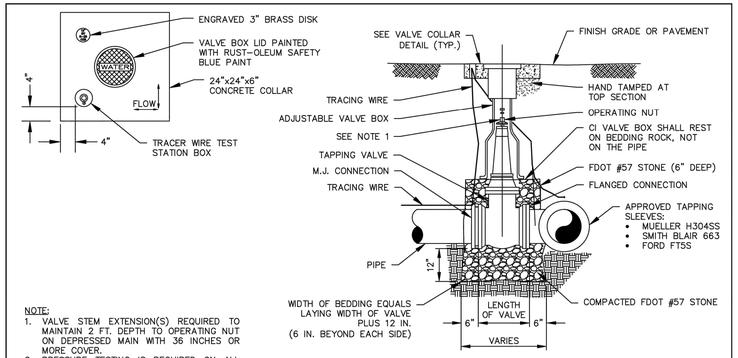
GATE VALVE AND BOX

n.t.s.

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED NOTES	SIBE
1	7/2013	ADDED NOTES	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
GATE VALVE AND BOX	DATE 12/11
	SHEET NO. W-6



NOTE:
1. VALVE STEM EXTENSION(S) REQUIRED TO MAINTAIN 2 FT. DEPTH TO OPERATING NUT ON DEPRESSED MAIN WITH 36 INCHES OR MORE COVER.
2. PRESSURE TESTING IS REQUIRED ON ALL TAPPING SLEEVES AND SADDLES PRIOR TO ANY PIPE INSTALLATION AT THE VALVE. TESTING MUST BE WITNESSED BY CITY OF BRADENTON ENGINEERING SECTION STAFF.
3. VALVE BOXES REQUIRED FOR ALL LINES OR SERVICES EQUAL TO OR GREATER THAN 2 INCHES.

WET TAPPING SLEEVE AND VALVE DETAIL

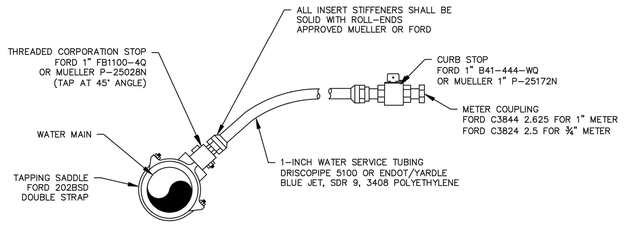
N.T.S.

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	NOTES AND TAPPING SLEEVES	SIBE
1	8/4/15	ADDITIONAL TAPPING SLEEVES	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
TYPICAL WET TAPPING SLEEVE AND VALVE DETAIL	DATE 6/14
	SHEET NO. W-8

1" SERVICE CONNECTION DETAIL



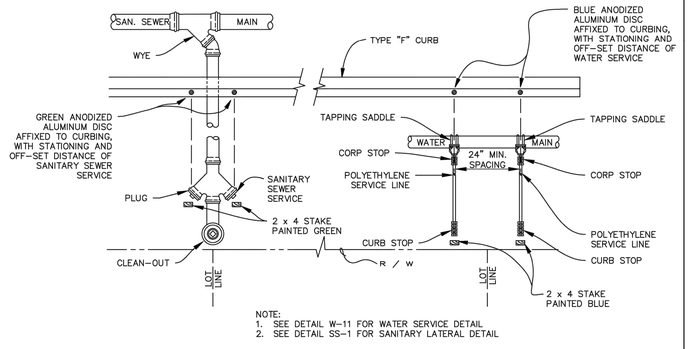
NOTES:

1-SERVICE CONNECTIONS SHALL BE 2 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT.
2-METERS SHALL NOT BE INSTALLED IN DRIVEWAYS AND MUST BE LOCATED A MINIMUM OF TWO FOOT FROM DRIVEWAYS.
3-ALL LINES SHALL BE CHLORINATED AND HYDROSTATIC TESTED (SEE SECTION III SUB-SECTION B NUMBER 6 OF THE CITY OF BRADENTON UTILITY SPECIFICATIONS)
4-FORD BRASS SADDLE 202BSD TAPPING SADDLE WITH STAINLESS STEEL DUEL BAND AND BOLTS IS REQUIRED FOR ALL SERVICE CONNECTIONS TO MAINS.
5-DISTANCE BETWEEN SERVICE TAPS SHALL NOT BE LESS THAN 36".

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED ALLOWABLE FITTINGS	SIBE
1	02/17/16	TAPPING SADDLE & CURB STOP	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
1" SERVICE CONNECTION DETAIL 1" OR 3/4" METER	DATE 1/10
	SHEET NO. W-9



NOTE:
1. SEE DETAIL W-11 FOR WATER SERVICE DETAIL.
2. SEE DETAIL SS-1 FOR SANITARY LATERAL DETAIL

WATER & SANITARY SEWER SERVICES-MISC. DETAILS

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
WATER & SANITARY SERVICE DETAILS	DATE 2/07
	SHEET NO. W-10

NO.	DATE	REVISION DESCRIPTION	BY

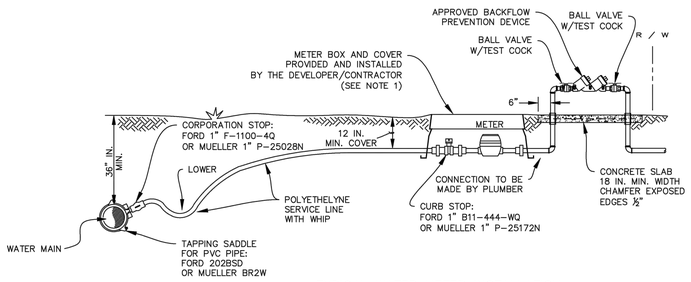
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	2-2-2023
PROJECT	JCE
DRAWING	SP - PGD
DRAWN	GHF
CHECKED	MJM

UTILITY DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE	NTS
SEC.-TSP.-RNG.	32-34S-18E
SHEET	14
OF	15



TYPICAL WATER METER INSTALLATION

NOTES:

1) METER BOX TO BE CDR STYLE BY HUBBELL POWER SYSTEMS PART NO. B10111812M AND C08111802F.
   - FLARED WALLS
   - MOUSEHOLE BOTH ENDS
   - BLUE SKID RESISTANT READER LID WITH 6"x9" CAST IRON OPENING; NO BOLTS; UNDER 90°

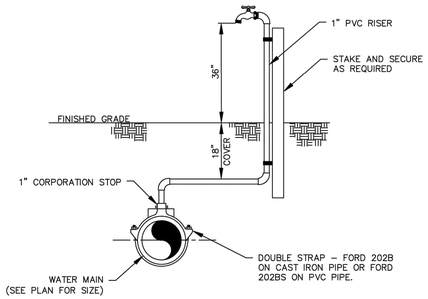
NOTES:

1. Backflow Device Must Be Installed Downstream Of Meter, As Close To Meter As Possible.
2. Copper Pipe Type "L" or "K" or Brass Pipe Minimum Schedule 40 Shall be Used to a Minimum Depth of 12" Below Grade.
3. The System Must Meet All Requirements of the City of Bradenton–SSBC Plumbing Code and the Backflow Prevention Code.
4. All Piping From Backflow Device to the First Atmospheric Opening or to Each Branch Valve Must be Color Coded Blue.
5. Meter and Meter Connectors Will be Provided by City of Bradenton Public Works Department.
6. For Use Where Backflow Preventer is Required With Meter.
7. Paint Entire Assembly Rust–Oleum Safety Blue.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	ADDED APPROVED MANUFACTURERS	SIBC
2	11/19/2013	CONC. SLAB AT BACKFLOW	SIBC
1	4/12/2012	METER BOX NOTE	SIBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
TYPICAL WATER METER INSTALLATION	
DATE	2/07
SHEET NO.	W-11



BACTERIOLOGICAL SAMPLE POINT DETAIL

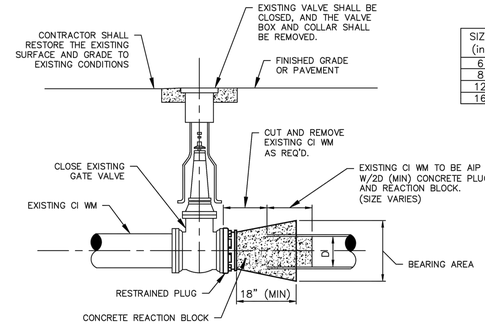
N.T.S.

NOTE:
CONTRACTOR SHALL REMOVE SAMPLE POINT ASSEMBLY TO 1" CORPORATION STOP AND PLUB UPON WRITTEN ACCEPTANCE OF DISINFECTION BY THE HEALTH DEPARTMENT AND APPROVAL OF THE ENGINEER.

REV.	DATE	DESCRIPTION	BY
1	JUNE, 2018	STRAP TYPE	SIBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
WATER MAIN	
BACTERIOLOGICAL SAMPLE POINT	
DATE	12/11
SHEET NO.	W-18



SIZE (in)	BEARING AREA (in)
6	17
8	22
12	32
16	42

NOTES:

1) BASED ON 150 PSI PRESSURE & 1500 PSF SOIL BEARING VALUE, 2.0 SAFETY FACTOR, WATER TABLE BELOW THE THRUST BLOCK, VERTICAL BLOCK FACE AND A MINIMUM THICKNESS OF 18 INCHES.
2) FORM REACTION BLOCKS TO KEEP CONCRETE CLEAR OF JOINTS AND BOLTS.
3) REQUIRED REACTION BLOCK BEARING AREA SHALL BE PLACED AGAINST UNDISTURBED MATERIAL.
4) PLACE PRESSURE TREATED WOOD BOARDS IN FRONT OF CAP BEFORE POURING CONCRETE REACTION BLOCK.

WATER MAIN ABANDONMENT DETAIL

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
WATER MAIN	
ABANDONMENT DETAIL	
DATE	3/16
SHEET NO.	W-21

PROPOSED UTILITY	MINIMUM HORIZONTAL SEPARATION EXISTING UTILITY					
	POTABLE WATER	GRAVITY SANITARY SEWER	SEWAGE FORCE MAIN	STORM	RECLAIMED WATER	ELECTRIC TELECOMMUNICATIONS
POTABLE WATER	1'–0"	10'–0"	10'–0"	3'–0"	3'–0"	3'–0"
GRAVITY SANITARY SEWER	10'–0"	1'–0"	1'–0"	3'–0"	3'–0"	3'–0"
SEWAGE FORCE MAIN	10'–0"	1'–0"	1'–0"	3'–0"	3'–0"	3'–0"
STORM	3'–0"	3'–0"	3'–0"	1'–0"	3'–0"	3'–0"
RECLAIMED WATER	3'–0"	3'–0"	3'–0"	3'–0"	1'–0"	3'–0"
ELECTRIC TELECOMMUNICATIONS	3'–0"	3'–0"	3'–0"	3'–0"	3'–0"	2'–0"

PROPOSED UTILITY	MINIMUM VERTICAL SEPARATION EXISTING UTILITY CROSSING					
	POTABLE WATER	GRAVITY SANITARY SEWER	SEWAGE FORCE MAIN	STORM	RECLAIMED WATER	ELECTRIC TELECOMMUNICATIONS
POTABLE WATER	1'–0"	1'–6"	1'–6"	1'–0"	1'–0"	1'–0"
GRAVITY SANITARY SEWER	1'–6"	1'–0"	1'–0"	1'–6"	1'–6"	1'–0"
SEWAGE FORCE MAIN	1'–6"	1'–0"	1'–0"	1'–0"	1'–6"	1'–0"
STORM	1'–0"	1'–6"	1'–0"	1'–0"	1'–0"	1'–0"
RECLAIMED WATER	1'–0"	1'–6"	1'–6"	1'–0"	1'–0"	1'–0"
ELECTRIC TELECOMMUNICATIONS	1'–0"	1'–0"	1'–0"	1'–0"	1'–0"	1'–0"

NOTE:
UTILITIES SHALL NOT BE INSTALLED WITHIN THE DRIP LINE OF TREES WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER.

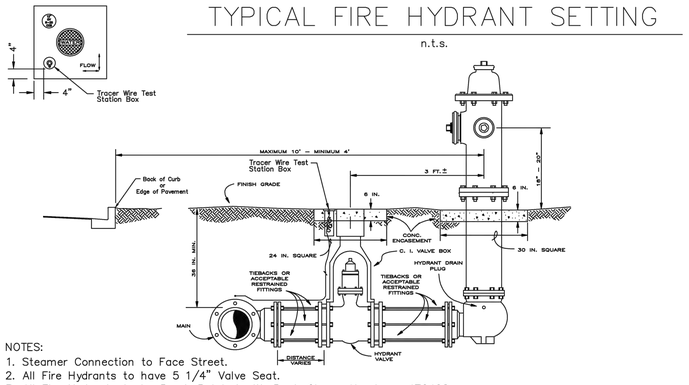
REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	
WATER MAIN	
MINIMUM UTILITY SEPARATION	
DATE	9/2016
SHEET NO.	W-24

TYPICAL FIRE HYDRANT SETTING

n.t.s.



NOTES:
1. Steamer Connection to Face Street.
2. All Fire Hydrants to have 5 1/4" Valve Seat.
3. All Fire Hydrants to be Brush Painted with Rust–Oleum Aluminum 470402
4. Fire Hydrants Shall be Placed at Street Corners or in the R.O.W. Adjacent to Side Lot Lines Whenever Possible
5. No Utilities Shall be Installed Within 6 Feet of the Fire Hydrant.

ONLY APPROVED HYDRANT
Kennedy Guardian No. K–81D

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	CHANGED DRAWING NUMBER	SIBC
2	JUNE 2016	MODIFIED NOTE 3	SIBC
1	4/13/2012	ADDED NOTE 5	SIBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

FIRE PREVENTION	
TYPICAL HYDRANT SETTING	
CROSS–SECTION	
DATE	2/07
SHEET NO.	F-1

NO.	DATE	REVISION DESCRIPTION	BY

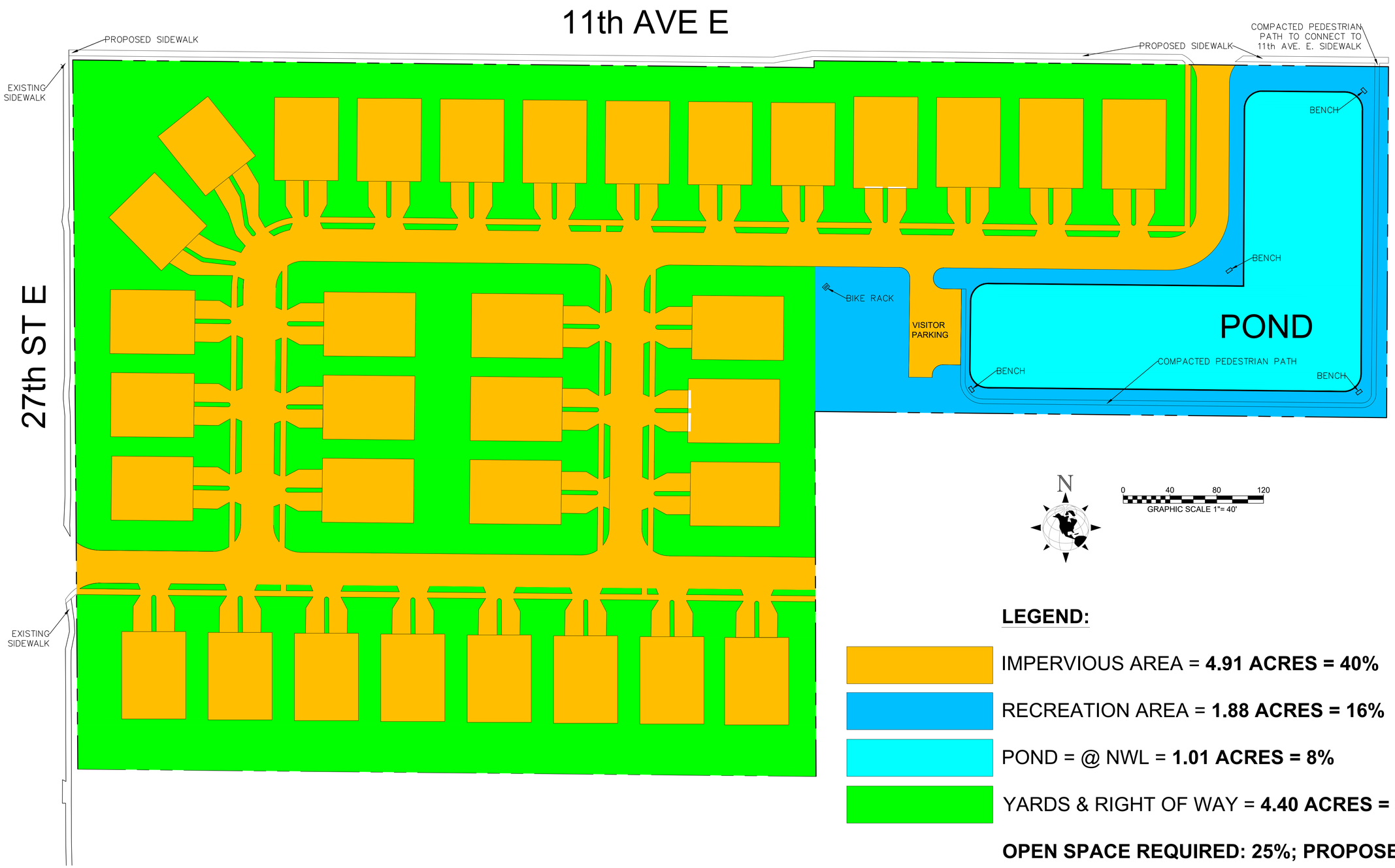
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	2-2-2023
PROJECT	JCE
DRAWING	SP - PGD
DRAWN	GHF
CHECKED	MJM

UTILITY DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE	NTS
SEC.-TSP.-RNG.	32-34S-18E
SHEET	15
OF	15



LEGEND:

- IMPERVIOUS AREA = **4.91 ACRES = 40%**
- RECREATION AREA = **1.88 ACRES = 16%**
- POND = @ NWL = **1.01 ACRES = 8%**
- YARDS & RIGHT OF WAY = **4.40 ACRES = 36%**

OPEN SPACE REQUIRED: 25%; PROPOSED 36%

NO.	DATE	REVISION DESCRIPTION	BY

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 12-18-2023
PROJECT JCE
DRAWING OPEN SPACE EXHIBIT
DRAWN GHF | CHECKED MJM

OPEN SPACE EXHIBIT

Jordan Creek East

CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 1 OF 1

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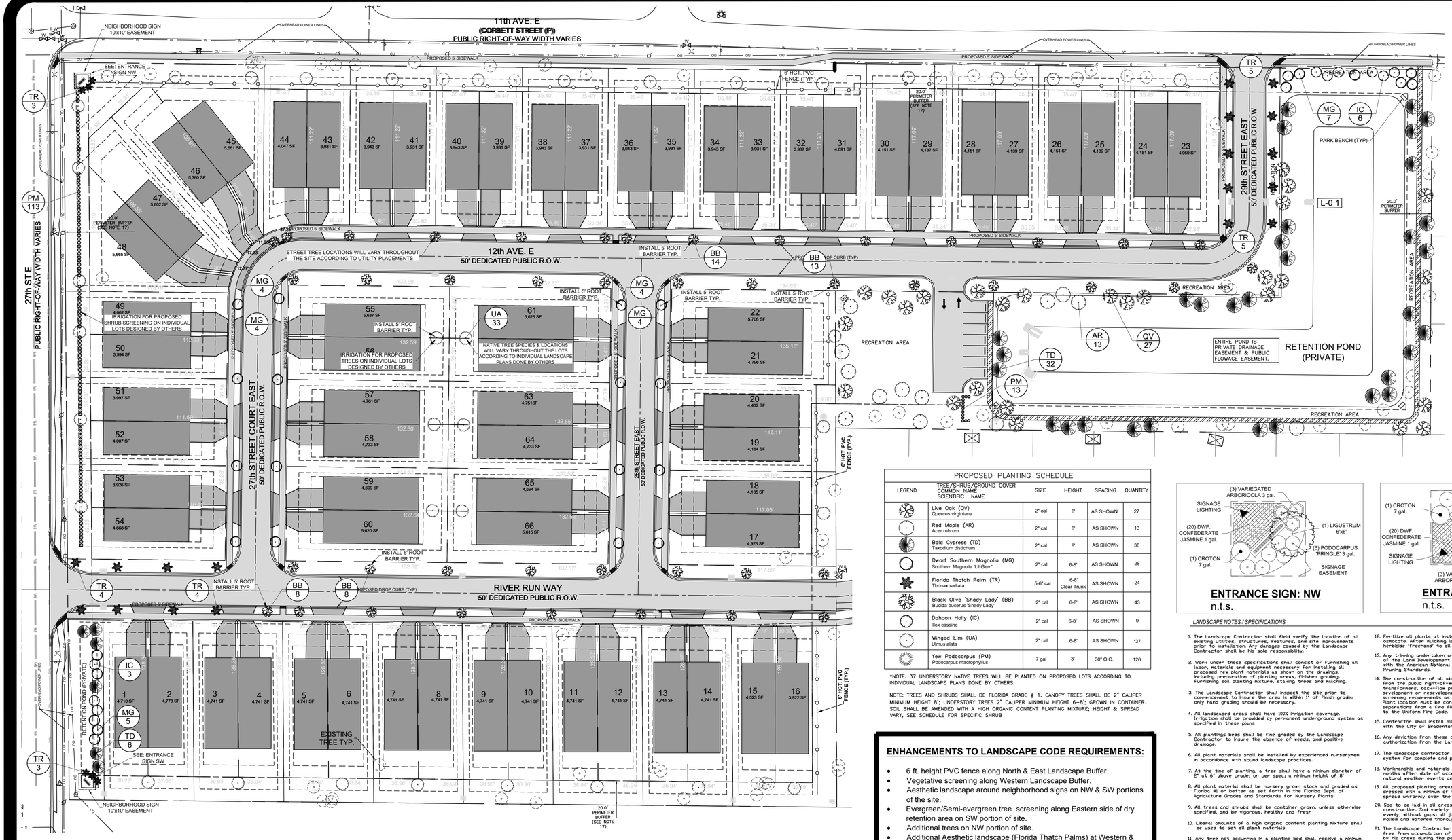


NO	DATE	REVISION
1	1-28-22	REVISIONS AS PER CITY COMMENTS
2	4-7-22	REVISIONS DUE TO SITE CHANGES
3	11-3-23	REVISIONS DUE TO SITE CHANGES
4	1-3-24	REVISIONS DUE TO CITY COMMENTS

PREPARED FOR:
JBHFF, LLC
c/o Adam Jacobson

DESIGNED BY:
THOMAS SCHAUB, REG. LANDSCAPE ARCHITECT
4002 McINTOSH RD., DOVER, FL 33527
813-659-0001

LANDSCAPE DESIGN
JORDAN CREEK AT BRADENTON EAST
Bradenton, FL 34208
1207 27th St. E.

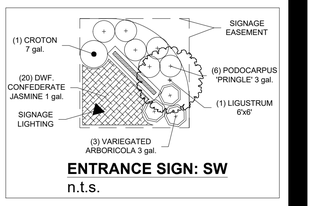
PROPOSED PLANTING SCHEDULE

LEGEND	TREE/SHRUB/GROUND COVER COMMON NAME SCIENTIFIC NAME	SIZE	HEIGHT	SPACING	QUANTITY
	Live Oak (QV) Quercus virginiana	2" cal	8'	AS SHOWN	27
	Red Maple (AR) Acer rubrum	2" cal	8'	AS SHOWN	13
	Bald Cypress (TD) Taxodium distichum	2" cal	8'	AS SHOWN	38
	Dwarf Southern Magnolia (MG) Southern Magnolia 'Lil Gem'	2" cal	6-8'	AS SHOWN	28
	Florida Thatch Palm (TR) Thrinax radiata	5-6" cal	6-8' Clear Trunk	AS SHOWN	24
	Black Olive 'Shady Lady' (BB) Bucida buceras 'Shady Lady'	2" cal	6-8'	AS SHOWN	43
	Dahoon Holly (IC) Ilex cassine	2" cal	6-8'	AS SHOWN	9
	Winged Elm (UA) Ulmus alata	2" cal	6-8'	AS SHOWN	*37
	Yew Podocarpus (PM) Podocarpus macrophyllus	7 gal	3'	30" O.C.	126

*NOTE: 37 UNDERSTORY NATIVE TREES WILL BE PLANTED ON PROPOSED LOTS ACCORDING TO INDIVIDUAL LANDSCAPE PLANS DONE BY OTHERS

NOTE: TREES AND SHRUBS SHALL BE FLORIDA GRADE # 1. CANOPY TREES SHALL BE 2" CALIPER MINIMUM HEIGHT 8'; UNDERSTORY TREES 2" CALIPER MINIMUM HEIGHT 6–8'; GROWN IN CONTAINER. SOIL SHALL BE AMENDED WITH A HIGH ORGANIC CONTENT PLANTING MIXTURE; HEIGHT & SPREAD VARY, SEE SCHEDULE FOR SPECIFIC SHRUB

ENTRANCE SIGN: NW
n.t.s.



ENTRANCE SIGN: SW
n.t.s.

ENHANCEMENTS TO LANDSCAPE CODE REQUIREMENTS:

- 6 ft. height PVC fence along North & East Landscape Buffer.
- Vegetative screening along Western Landscape Buffer.
- Aesthetic landscape around neighborhood signs on NW & SW portions of the site.
- Evergreen/Semi-evergreen tree screening along Eastern side of dry retention area on SW portion of site.
- Additional trees on NW portion of site.
- Additional Aesthetic landscape (Florida Thatch Palms) at Western & Northeastern entrances

LANDSCAPE NOTES / SPECIFICATIONS

1. The Landscape Contractor shall field verify the location of all existing utilities, structures, features, and site improvements prior to installation. Any damages caused by the Landscape Contractor shall be his sole responsibility.
2. Work under these specifications shall consist of furnishing all labor, materials and equipment necessary for installing all proposed new plant materials as shown on the drawings, including preparation of planting areas, finished grading, furnishing soil planting mixture, staking trees and mulching.
3. The Landscape Contractor shall inspect the site prior to commencement to insure the area is within 1" of finish grade; only hand grading should be necessary.
4. All landscaped areas shall have 100% irrigation coverage. Irrigation shall be provided by permanent underground system as specified in these plans
5. All plantings beds shall be fine graded by the Landscape Contractor to insure the absence of weeds, and positive drainage.
6. All plant materials shall be installed by experienced nurserymen in accordance with sound landscape practices.
7. At the time of planting, a tree shall have a minimum diameter of 2" at 6" above grade; or per spec; a minimum height of 8'
8. All plant material shall be nursery grown stock and graded as Florida #1 or better as set forth in the Florida Dept. of Agriculture Grades and Standards for Nursery Plants.
9. All trees and shrubs shall be container grown, unless otherwise specified, and be vigorous, healthy and fresh
10. Liberal amounts of a high organic content planting mixture shall be used to set all plant materials
11. Any tree not occurring in a planting bed shall receive a minimum 3 ft diameter mulch ring except in a gravel area per spec.
12. Fertilize all plants at installation with Lesco 14-14-14 or aamscote. After mulching is complete, apply pre-emergent granular herbicide 'freehand' to all plant beds.
13. Any trimming undertaken on a tree protected by the provisions of the Land Development Code shall be pruned in accordance with the American National Standards Institute (ANSI) A-300 Pruning Standards.
14. The construction of all above ground utility appurtenances visible from the public right-of-way such as pedestals, utility meters, transformers, back-flow prevention devices, etc. for new development or redevelopment activities shall conform to screening requirements as outlined in the Land Development Code. Plant location must be considerate of required spatial separations from a fire flow protection appliance in accordance to the Uniform Fire Code.
15. Contractor shall install all trees and plants in accordance with the City of Bradenton Land Development Code.
16. Any deviation from these plans shall require written authorization from the Landscape Architect @ 813-659-0001
17. The landscape contractor shall review the completed irrigation system for complete and proper coverage
18. Workmanship and materials guarantee shall be for twelve (12) months after date of acceptance and shall exclude damage by natural weather events and/or negligence by owner.
19. All proposed planting areas for trees and shrubs shall be top dressed with a minimum of three (3) inches of pine bark mulch spread uniformly over the beds as indicated.
20. Sod to be laid in all areas disturbed by all phases of construction. Sod variety to be determined. All sod shall be laid evenly, without gaps; all joints shall be staggered; and shall be rolled and watered thoroughly after installation.
21. The Landscape Contractor shall at all times keep the premises free from accumulation of waste, materials, or debris caused by his crews during the performance of the work.

TREE PRESERVATION TABLE

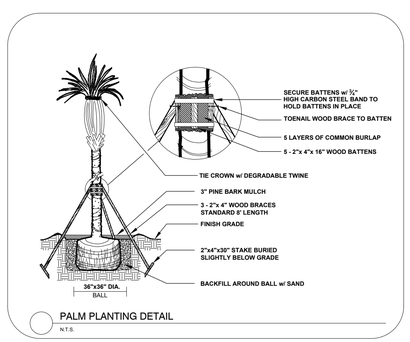
COMMON NAME:	SCIENTIFIC NAME:	4"-7.99"	8"-30"	30.01"+	TOTAL TREES
LIVE OAK (LI)	Quercus virginiana	4	32	4	40
LAUREL OAK (LA)	Quercus laurifolia	1	17	0	18
SOUTHERN RED OAK (RO)	Quercus falcata	0	2	0	2
MAGNOLIA SWEET BAY (BAY)	Magnolia virginiana	1	1	0	2
CABAGE PALM (SP)	Sabal palmetto	0	4	0	4
BASSWOOD (BW)	Tilia americana	1	0	0	1
EXOTIC TREES:					
TOTAL PRESERVED TREES					67

TREE REMOVAL/REPLACEMENT TABLE

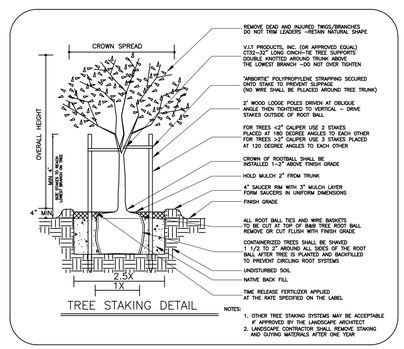
PROTECTED SPECIES TO BE REMOVED	DIAMETER	ACCEPTABLE REPLACEMENT SPECIES	TOTAL NUMBER REMOVED	REPLACEMENT RATIO (REPLACED:REMOVED)	REPLACEMENT TREES REQUIRED: MIN. DIAM. 2"
LIVE OAK/LAUREL OAK	4"-7.99"	LIVE OAK	1	2:1	2
SIGNIFICANT LIVE/LAUREL OAK	8"-30"	LIVE OAK	84	4:1	336
GRAND TREE	30.01" OR LARGER	LIVE/LAUREL OAK OR SIMILAR NATIVE SPECIES	18	10:1	180
SIGNIFICANT STANDS LIVE/LAUREL OAKS		LIVE OAK OR SIMILAR NATIVE SPECIES	0	PER PCD DIRECTOR APPROVAL	0
ALL OTHER SIGNIFICANT TREES	8"-30"	NATIVE SPECIES	12	2:1	24
ALL OTHER NON-SIGNIFICANT TREES	4"-8"	NATIVE SPECIES	1	1:1	1
TOTAL REPLACEMENT TREES REQUIRED: MIN. 2"					543

PROPOSED TREE REPLACEMENT TABLE

PROTECTED SPECIES	DIAMETER	ACCEPTABLE REPLACEMENT SPECIES	REPLACEMENT TREES REQUIRED	PRESERVED TREES	PROPOSED REPLACEMENT TREES REQUIRED: MIN. DIAM. 2"
LIVE OAK/LAUREL OAK	4"-7.99"	LIVE OAK	2	5	27
SIGNIFICANT LIVE/LAUREL OAK	8"-30"	LIVE OAK	336	49	
GRAND TREE	30.01" OR LARGER	LIVE/LAUREL OAK OR SIMILAR NATIVE SPECIES	180	4	
SIGNIFICANT STANDS LIVE/LAUREL OAKS		LIVE OAK OR SIMILAR NATIVE SPECIES	0	0	0
ALL OTHER SIGNIFICANT TREES	8"-30"	NATIVE SPECIES	24	7	192
ALL OTHER NON-SIGNIFICANT TREES	4"-8"	NATIVE SPECIES	1	2	
		SUB-TOTAL:	543	67	219
(REQUIRED-PROPOSED) = TOTAL			(324)		



PALM PLANTING DETAIL
N.T.S.



TREE STAKING DETAIL

NOTES:
1. OTHER TREE STAKING SYSTEMS MAY BE ACCEPTABLE IF APPROVED BY THE LANDSCAPE ARCHITECT
2. LANDSCAPE CONTRACTOR SHALL REMOVE STAKING AND GUYING MATERIALS AFTER ONE YEAR

REGISTERED LANDSCAPE ARCHITECT
THOMAS A. SCHAUB
LA 0000962
STATE OF FLORIDA

SHEET
L-1
1 of 1

DATE	DRAWN BY
1-3-24	CPS

FUTURE LAND USE: RESMED

11th AVE. E
(CORBETT STREET (P))
PUBLIC RIGHT-OF-WAY WIDTH VARIES

ONSITE ZONING: R2
USE: SINGLE FAMILY RESIDENTIAL

27th ST E
PUBLIC RIGHT-OF-WAY WIDTH VARIES

12th AVE. E
50' DEDICATED PUBLIC R.O.W.

27th STREET COURT EAST
50' DEDICATED PUBLIC R.O.W.

28th STREET EAST
50' DEDICATED PUBLIC R.O.W.

29th STREET EAST
50' DEDICATED PUBLIC R.O.W.

RIVER RUN WAY
50' DEDICATED PUBLIC R.O.W.

PROPOSED 5' SIDEWALK

PROPOSED DROP CURB (TYP)

20.0' PERIMETER BUFFER (SEE NOTE 17)

RECREATION AREA

L-0 1

ENTIRE POND IS PRIVATE DRAINAGE EASEMENT & PUBLIC FLOWAGE EASEMENT.

CITY
ZONING: R2
FUTURE LAND USE: RES

CITY (RIVER RUN ESTATES)
ZONING: R3
FUTURE LAND USE: RESMED

CITY (FAIR OAKS S/D)
ZONING: R2
FUTURE LAND USE: RESMED

CITY (RIVER RUN ESTA
ZONING: R3
FUTURE LAND USE: RES

'HORITY
DENTON

SE: RESMED

N

40 20 0 40
SCALE: 1:40

TREE PRESERVATION/REMOVAL KEY

LEGEND	
○	TREE PRESERVATION
X	TREE REMOVAL

TREE REMOVAL/REPLACEMENT TABLE

PROTECTED SPECIES TO BE REMOVED	DIAMETER	ACCEPTABLE REPLACEMENT SPECIES	TOTAL NUMBER REMOVED	REPLACEMENT RATIO: (REPLACED/REMOVED)	REPLACEMENT TREES REQUIRED: MIN. DIAM. 2"
LIVE OAK/LAUREL OAK	4"-7.99"	LIVE OAK	1	2:1	2
SIGNIFICANT LIVE/LAUREL OAK	8"-30"	LIVE OAK	84	4:1	336
GRAND TREE	30.01" OR LARGER	LIVE/LAUREL OAK OR SIMILAR NATIVE SPECIES	18	10:1	180
SIGNIFICANT STANDS LIVE/LAUREL OAKS		LIVE OAK OR SIMILAR NATIVE SPECIES	0	PER PCD DIRECTOR APPROVAL	0
ALL OTHER SIGNIFICANT TREES	8"-30"	NATIVE SPECIES	12	2:1	24
ALL OTHER NON-SIGNIFICANT TREES	4"-8"	NATIVE SPECIES	1	1:1	1
			TOTAL REPLACEMENT TREES REQUIRED: MIN. 2"		543

TREE PRESERVATION TABLE

COMMON NAME:	SCIENTIFIC NAME:	4"-7.99"	8"-30"	30.01"+	TOTAL TREES
LIVE OAK (LI)	Quercus virginiana	4	32	4	40
LAUREL OAK (LA)	Quercus laurifolia	1	17	0	18
SOUTHERN RED OAK (RO)	Quercus falcata	0	2	0	2
MAGNOLIA SWEET BAY (BAY)	Magnolia virginiana	1	1	0	2
CABAGE PALM (SP)	Sabal palmetto	0	4	0	4
BASSWOOD (BW)	Tilia americana	1	0	0	1
EXOTIC TREES:					
			TOTAL PRESERVED TREES		67

NO	DATE	REVISION
1	1-28-22	REVISED TREE TABLES TO REFLECT NEW TREE COUNT
2	1-3-24	REVISED TREE TABLES TO REFLECT NEW TREE COUNT

PREPARED FOR:
JBHFF, LLC
c/o Mr. Adam Jacobson

DESIGNED BY:
THOMAS SCHAUB, REG. LANDSCAPE ARCHITECT
4002 McINTOSH RD., DOVER, FL 33527
813-659-0001

TREE PRESERVATION & REMOVAL

JORDAN CREEK EAST

1201 27th ST. East Bradenton, FL 34208

REGISTERED LANDSCAPE ARCHITECT
THOMAS A. SCHAUB
LA 0001962
STATE OF FLORIDA

SHEET
T-1
1 of 1

DATE 1-3-24 | DRAWN BY CPS

City of Bradenton
Planning and Community Development Department
Planning Commission Public Hearing
December 20, 2023

Staff Report

Case Number:	PDP.23.4841
Applicant:	Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC
Addresses:	1201 27th Street East and 2906 29th Avenue East
Parcel IDs:	1387000050 and 1387200007
Current Zoning:	R-2 (Medium Density Residential)
Future Land Use:	RESMED (Medium Density Residential)
Flood Zone:	AE, X

Surrounding Property Zoning:

Current Zoning:	North: R-2 (Medium Density Residential) South: R-2 (Medium Density Residential) & R-3 (High Density Residential) East: R-2 (Medium Density Residential) & R-3 (High Density Residential) West: T4-R (General Urban Restricted – Transect District)
Future Land Use:	North: RESMED (Medium Density Residential) South: RESMED (Medium Density Residential) East: RESMED (Medium Density Residential) West: RESMED (Medium Density Residential)

Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC has submitted an application for a Zoning Atlas Amendment to rezone properties located at 1201 27th Street East and 2906 29th Avenue East from R-2 (Medium Density Residential) to PDP (Planned Development Project) for the purpose of developing the property with 66 one-family semidetached dwellings, with each dwelling unit on its own individual lot. Based on the submitted application, the subject parcels are approximately a combined 12.19 acres in size.

The proposed project is similar to the Amberly development, which also has the PDP zoning designation.

The Future Land Use of the subject parcels is RESMED, which allows for 10 dwelling units per acre. According to the submitted application materials, the density of the proposed project will be 5.4 units per acre. The submitted application also states that 4.36 acres (30% of the development) will be open space with a pond, a bench, a bike rack and a compacted pedestrian path around the pond. Perimeter landscaping is also proposed.

The City's Land Use Regulations (LUR) do not permit one-family semidetached dwellings under standard zoning districts. A rezoning to Planned Development Project (PDP) is the only available option at this time for this housing type.

PDP zoning is the established process in the LUR for developers who desire alternative site design to the City's conventional zoning. As shown below, there is little variation in the lot width and setback requirements for single, two, and multi-family development:

SCHEDULE 3.2.2.1. DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS

STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units [9]		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET [6][8]					
One dwelling unit	75	60	50	50	35
Two dwelling units [9]		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS [1] IN FEET					
Principal building					
front [2][8]	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences [7]					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT [3] IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET [4]					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE [5]	50%	60%	70%	70%	70%

The PDP standards are designed to allow developers flexibility in designing higher quality, more innovative projects that may not otherwise be permitted in the LUR. Preservation of environmentally-sensitive lands, the creation of green space, and innovative design is highly encouraged. Applications that do not meet the minimum PDP standards as listed in the LUR must provide justification as to why the standards cannot be met. Through the public hearing process, the City may impose stipulations to overcome any design shortfalls.

The following table is a breakdown of the Dimensional Standards of the proposed PDP.

PDP Dimensional Standards		Special Notes
Minimum Lot Size	4,635 sq. ft.	
Minimum Lot Depth	130.44’	
Minimum Lot Width	35.34’	
Minimum Front Yard Setback (Primary Structure)	20’	
Minimum Secondary Front Yard Setback (Primary Structure)	15’	
Minimum Side Yard Setback (Primary Structure)	0’ where units are attached; 8’ where units are detached	
Minimum Rear Yard Setback (Primary Structure)	10’	
Minimum Front Yard Setback (Accessory Structure)	20’	
Minimum Side Yard Setback (Accessory Structure)	5’	
Minimum Rear Yard Setback (Accessory Structure)	5’	
Maximum Impervious Surface Area (ISA) Per Lot	60%	**Needs to be added to the PDP sheet 6, currently only in written response. Additionally, many lots appear to exceed 60% ISA.**
Maximum Building Height	35’	**Needs to be added to the PDP sheet 6, currently only in written response.**

Section 3.4.1.3.a of the LUR establishes the minimum design standards for Residential PDPs. The standards are designed to enhance PDP projects above and beyond the minimum conventional subdivision standards.

In review of the standards under 3.4.1.3.a, it appears that the subject application does not meet all of the required standards. The Planning Commission and City Council may wish to have a discussion with the applicant about means to accomplish meeting the standards. Standards that do not appear to be met are following and shown bold and italicized:

Section 3.4.1.3.a *Additional PDP standards*. This subsection sets forth required standards for primary use-oriented developments, as follows:

i. *Density.* The number of units per acre shall not exceed the maximum as allowed by the future land use map and related policies of the comprehensive plan. If the project is in a residential district (not a PDP zone) the density shall not exceed the density allowed in that land use atlas district. Acreage for density calculations shall not include areas within the Conservation district. Maximum density is not guaranteed for any proposed PDP, however, the quality of design, contribution to public facilities, open space and recreation, preservation of resources, and compatibility of the proposed development will be evaluated in order to recommend maximum density.

   Staff Response: The proposed development is under the maximum allowable density per acre. The Comprehensive Plan states the development can be up to 10 units per acre, while the proposed development is at 5.4 units per acre.

ii. *Open space.* Excluding roadways, parking areas, private yards, landscaped areas less than 250 square feet, and stormwater retention areas, open space shall make up a minimum of 25 percent of the site area. Open space may be in the form of recreation fields, courses, or fairways, pedestrian or bicycle paths or walkways, or landscaped common areas greater than 250 square feet each. In some cases, private yards designated as non-disturbed buffers or conservation easements may be eligible for open space calculations. In the Urban Core and Urban Central Business district, the open space requirement may be reduced or eliminated when the quality of the design justifies a reduction or elimination.

   Staff Response: According to the submitted plans, the proposed development contains 30% open space, while the

minimum required by the LURs is 25%. Based on the submitted application materials, the applicant is proposing a bench, a bike rack and a compacted pedestrian path in the open space area. It is unclear based on the drawings if the pond is a retention or detention pond; Sheet 5 lists the pond as dry (detention) and the landscaping plans state the pond as wet (retention). The Commission may wish to get clarification as it affects the open space calculation and the recreational area calculation. Retention ponds do not count in the total open space provided. Detention ponds may be considered part of the recreation area as an "open field" if residents can access the area for recreation.

iii. *Recreation area.* Recreation area shall be provided at a ratio of one acre per 500 residents. In some cases, the PCD director may recommend that recreation area be provided at a ratio of one acre per 200 dwelling units, or more. In no case, shall the minimum recreation area be less than one-half acre, except in the UCBD or PDPs less than two acres in size. To be eligible for credit, a recreation area must include benches, trees, open or grassy areas or fields, pedestrian or bike paths, play or exercise facilities, courses, fairways, or other passive or active recreation facilities, or a combination of such facilities, which may be geared to the type of population served. Higher credit may be given to facilities usable by the general public, as determined by the PCD director. Pedestrian or bike paths designed to meet the recreation standard shall be in specifically designated corridors. No recreational credit will be given to required sidewalks along roadways except for specially-designed, incidental connection points.

Staff Response: Based on the proposed number of dwelling units, the development is required to have a recreation area of at least ½ acre (21,780 sq. ft.). On Sheet 6 of the submitted materials, the applicant has provided a calculation that combines the open space and recreational space. Clarification is needed regarding the size of the recreation area (area[s that] include benches, trees, open or grassy areas or fields, pedestrian or bike paths, play or exercise facilities, courses, fairways, or other passive or active recreation facilities). In addition, there is a discrepancy in the Open Space Table on Sheet 6 where the percentage is listed as 30% and 36%. The Planning Commission and City Council may also wish to consider adding more amenities such as additional benches around the pond area.

iv. *Parking*. Two per dwelling unit plus one per ten units for visitor parking. On-street parking may be counted toward the required visitor parking only. In proposed developments of 50 units or more, parking spaces shall be provided at the recreation area in a ratio of one space per ten dwelling units. In some cases, the applicant may recommend more or less parking than required by these standards, however, such designs must be qualified and quantified by quality of design, empirical data, or emerging trends.

Staff Response: Because the proposed development contains greater than 50 units, visitor parking is required to be located at the recreation area at a ratio of one space per ten dwelling units. At 66 units, six spaces are required. The applicant is showing seven additional spaces at a size of 9′ x 19′. The LUR require spaces to be 9′ x 20′. The Planning Commission and City Council may wish to also verify the surface material for the parking lot.

v. *Building setbacks*. The following setbacks for buildings are typically required, unless otherwise stipulated in the PDP approval for projects proposed outside the Urban Core, Urban Central Business district and Urban Village districts: Building setbacks for two-story buildings shall be: Thirty-five feet from any project property line which is also a street frontage, 50 feet from a major collector or arterial road as defined in subsection 4.1.3, and 15 feet from an interior private road.

Staff Response: The proposed development meets the required minimal setbacks as the minimum front yard setback is 20′ and the secondary front yard is 15′.

vi. *Buffers*. A landscaped, well-designed perimeter buffer with a minimum or oscillating width of 25 feet from all property lines is required for all proposed residential PDPs; unless otherwise stipulated in the PDP approval.

Staff Response*: *The proposed plans show a 25′ landscape buffer around the development with landscaping and a 6′ high privacy fence along 11th Avenue East. The fence is not continued along 27th Street East. The Planning Commission and City Council may wish to have a discussion with the applicant about the installation of fencing versus landscaping. Additionally, staff needs clarification regarding fence regulations for the project: what kind of fencing will be

permissible in individual yards? This should be shown on the PDP plans even if only in a note.

vii. *Accessory structures*. Accessory structures may be approved as part of the proposed PDP based upon subsection 5.1.2 (Accessory structures, residential buildings), as found appropriate by the approving body.

Staff Response: While the submitted application provides setbacks for accessory structures, the Planning Commission and City Council may wish to have a discussion with the applicant about the type of accessory structures the applicant expects to be constructed on the lots, since the lots are small in size. Types, sizes and materials of accessory structures should be listed on the PDP plans to guide staff in future approvals.

viii. *Neighborhood activity center.* A neighborhood activity center consisting of light retail, restaurants, personal services, office, and other similar neighborhood types of activities may be proposed as a compact, defined area limited to one acre or five percent of the overall development. While no specific standards are suggested in order to allow innovation in design, a proposed neighborhood activity center will be evaluated for its physical design including types of uses proposed, pedestrian connectivity with the surrounding residential components, landscaping, and overall feasibility.

Staff Response: The applicant is not proposing the construction of a neighborhood activity center.

While the proposed request is the first part of the PDP process (Preliminary), it is also associated with case SP.23.4843 which is the Preliminary Plat for the subject properties. Without rezoning the properties to PDP, the proposed Preliminary Plat cannot move forward as the current zoning does not permit one-family semidetached dwellings.

Land Use Regulations:

3.1.3 *Special land use districts and overlays.* The following land use districts and overlays are intended to provide additional standards conducive to their suggested themes, design standards, or geographical locations. Their boundaries are delineated on the land use atlas.

PDP*/Planned Development Project.* This district is designed to permit the development of planned complexes of structures and uses where compatible with existing surrounding land uses and is intended for undeveloped parcels of land or those proposed for redevelopment.

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City:

"3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs."

3.4.1 *Planned development projects (PDP).* The PDP standards in this section are geared to allowing developers maximum flexibility in designing higher quality, more innovative projects that might not otherwise be permitted through these LURs. Preservation of environmentally-sensitive

lands, creation of green space, and innovative design is highly encouraged. Interactive community design is also encouraged.

PDP review and approval is required for:

- Any project or new construction in a PDP district, unless the new construction is considered a minor amendment to a previously approved PDP site plan;
- Any project involving more than 200 linear feet of land below the two-foot contour line, pursuant to subsection 3.4.4.
- A subdivision that does not meet the subdivision requirements of section 4.2.
- To be eligible for PDP consideration, the proposed development should:

    - Be at least one acre in total area, unless the PCD director has determined that a smaller property could provide a beneficial contribution to the city or surrounding neighborhood. More than one lot of record may be proposed as part of a PDP, including non-contiguous lots of record within the same comprehensive plan neighborhood, subject to PCD approval.
    - Generally exceed the standards contained in the LURs, and not merely circumvent them. The applicant agrees that additional standards may be required as part of the approval process. Any PDP proposing a reduction of required standards must include findings provided by the applicant for justifying the reductions.
    - Be reviewed by the PCD director, public works and fire departments as part of a pre-application meeting, to discuss the concept of the proposed development and the procedural requirements of these LURs. The applicant must provide a conceptual site plan showing the subject property, its relationship to the surrounding properties, and the general development scheme.

Approval of the preliminary plan and reservation of capacity in public facilities shall be valid for two years. The plans submitted with this application shall be considered preliminary; the criteria in subsection 3.4.1 shall be used to determine if a proposed preliminary site plan amendment is minor or major.

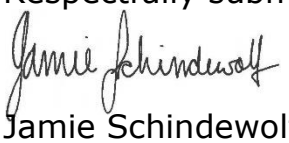
Summary and Recommendation:

Staff recommends approval of the proposed Zoning Atlas Amendment (rezoning) with the following stipulations. Please note that additional

stipulations may be recommended by the Planning Commission and/or imposed by City Council to enhance the proposed project.

1. Prior to City Council review, all plans shall be updated for consistency and resubmitted at least 14 days prior to City Council 1st reading.
2. On Sheet 6 of the PDP plans, update side yard setback dimension for primary structures so it states: 0' side yard setback where primary units are attached
3. On Sheet 6 of the PDP plans, provide maximum impervious surface calculation.
4. On Sheet 6 of the PDP plans, parking spaces to be dimensioned at 9' x 20' and parking surface material type labeled.
5. On Sheet 6 of the PDP plans, list the type, materials and sizes of all allowable accessory structures.
6. On Sheet 6 of the PDP plans, list the type of fencing allowed to be used, if applicable.

Respectfully submitted,



Jamie Schindewolf
Senior Planner



Gregory J. DeLong
Asst. PCD Director

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

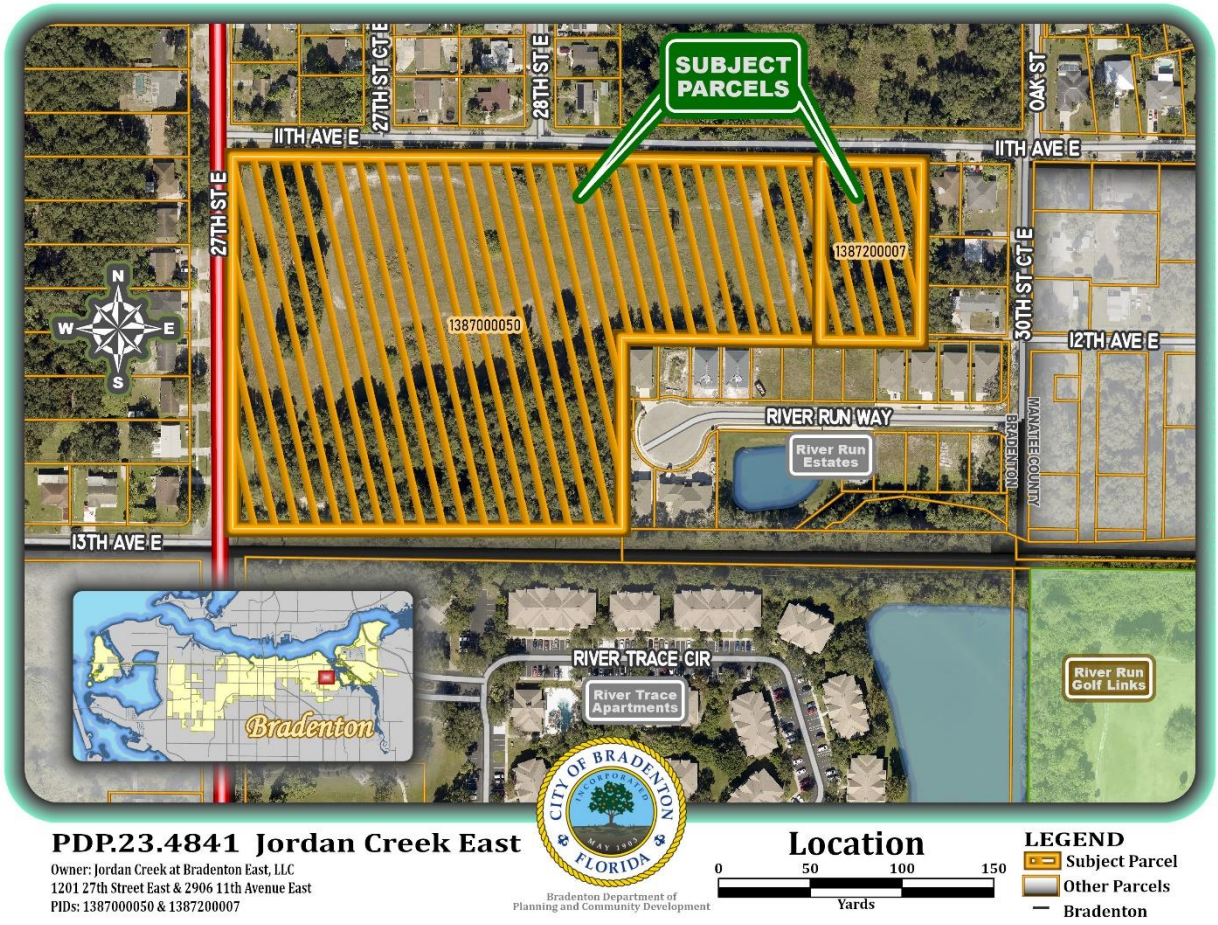
Exhibit D: Aerial Map

Exhibit E: Proposed Aerial Plan

Exhibit F: Proposed PDP Plan

Exhibit F: Proposed Landscape Plan

Exhibit "A"
Location Map



PDP.23.4841 Jordan Creek East

Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development

Location

0 50 100 150
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

Exhibit "B"
Future Land Use Map

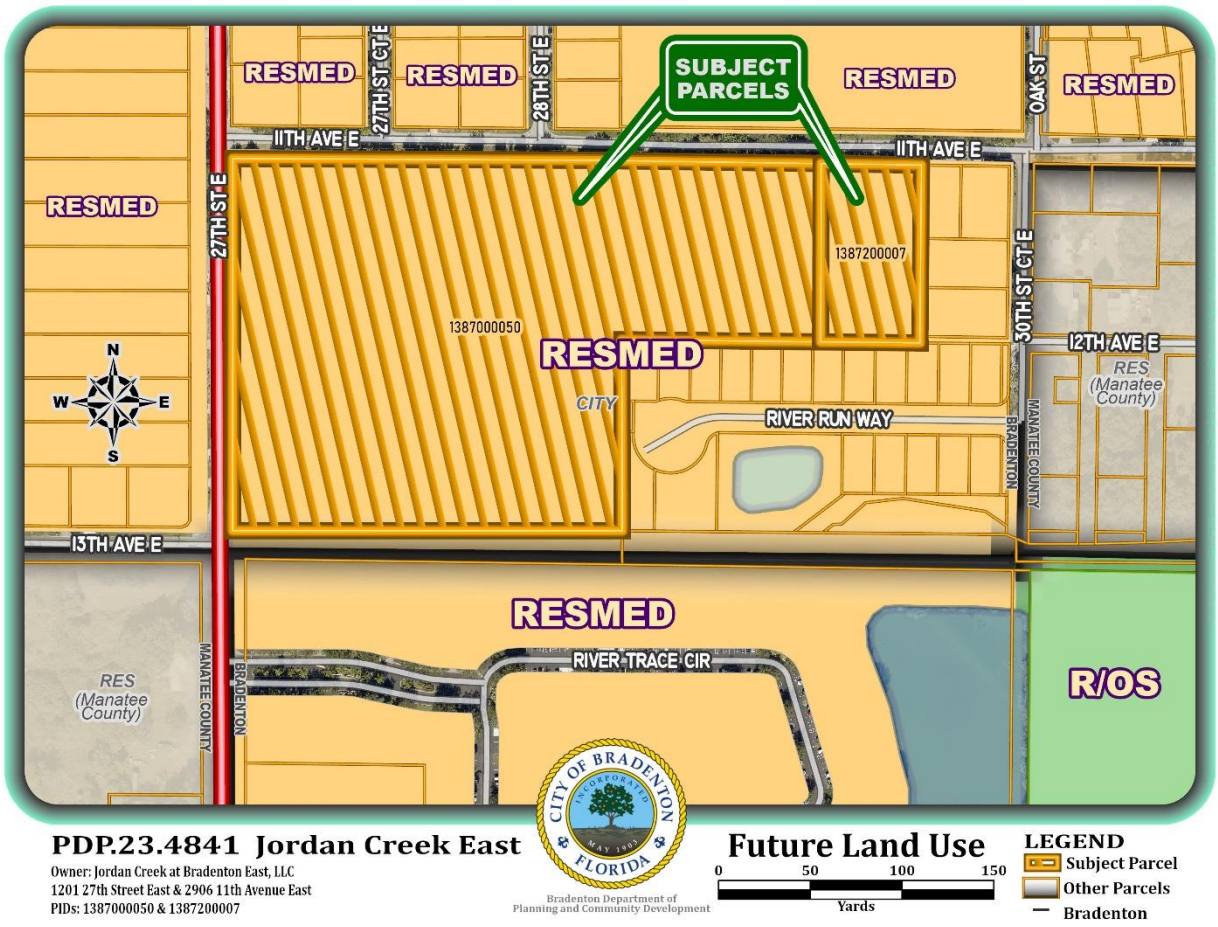
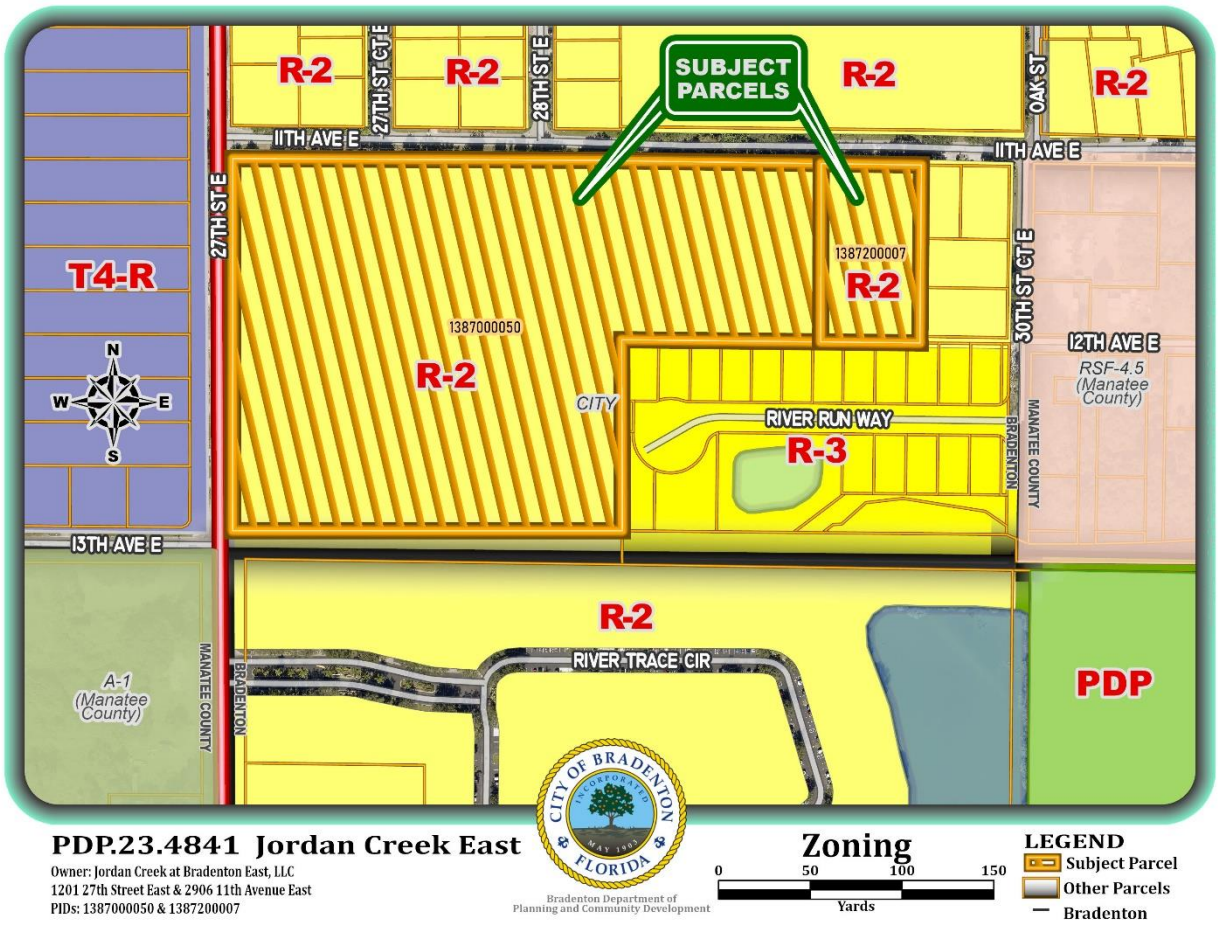


Exhibit "C"
Zoning Map



PDP.23.4841 Jordan Creek East
Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

Exhibit "D"
Aerial Map

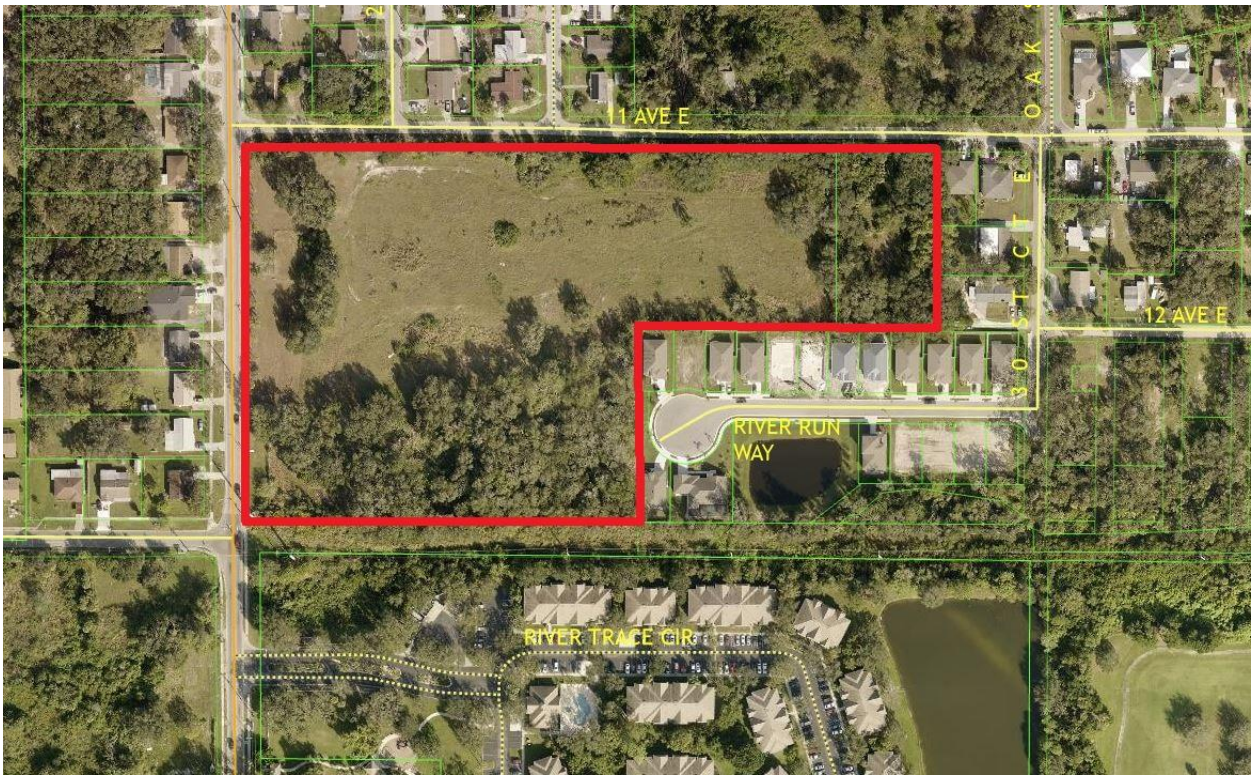


Exhibit "E"
Proposed Aerial Plan

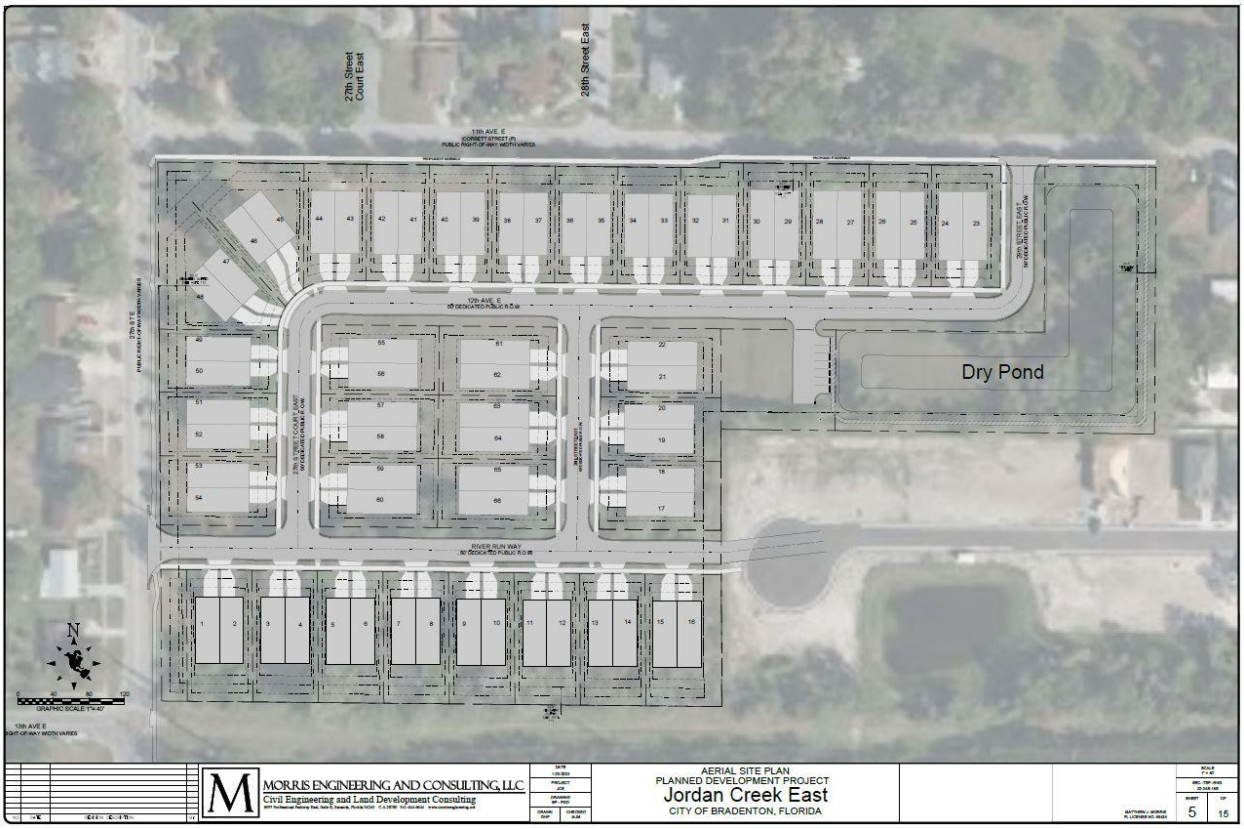


Exhibit "F"
Proposed Planned Development Project (PDP) Plan

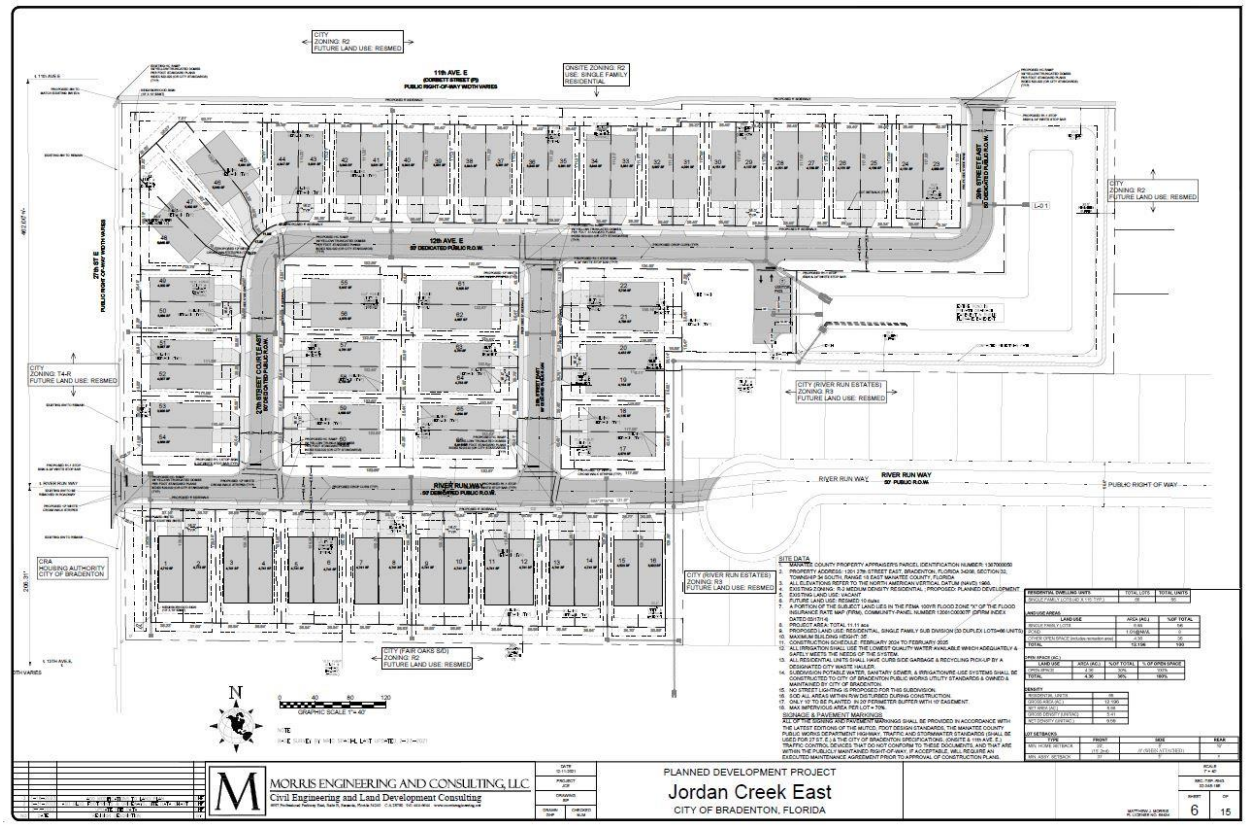
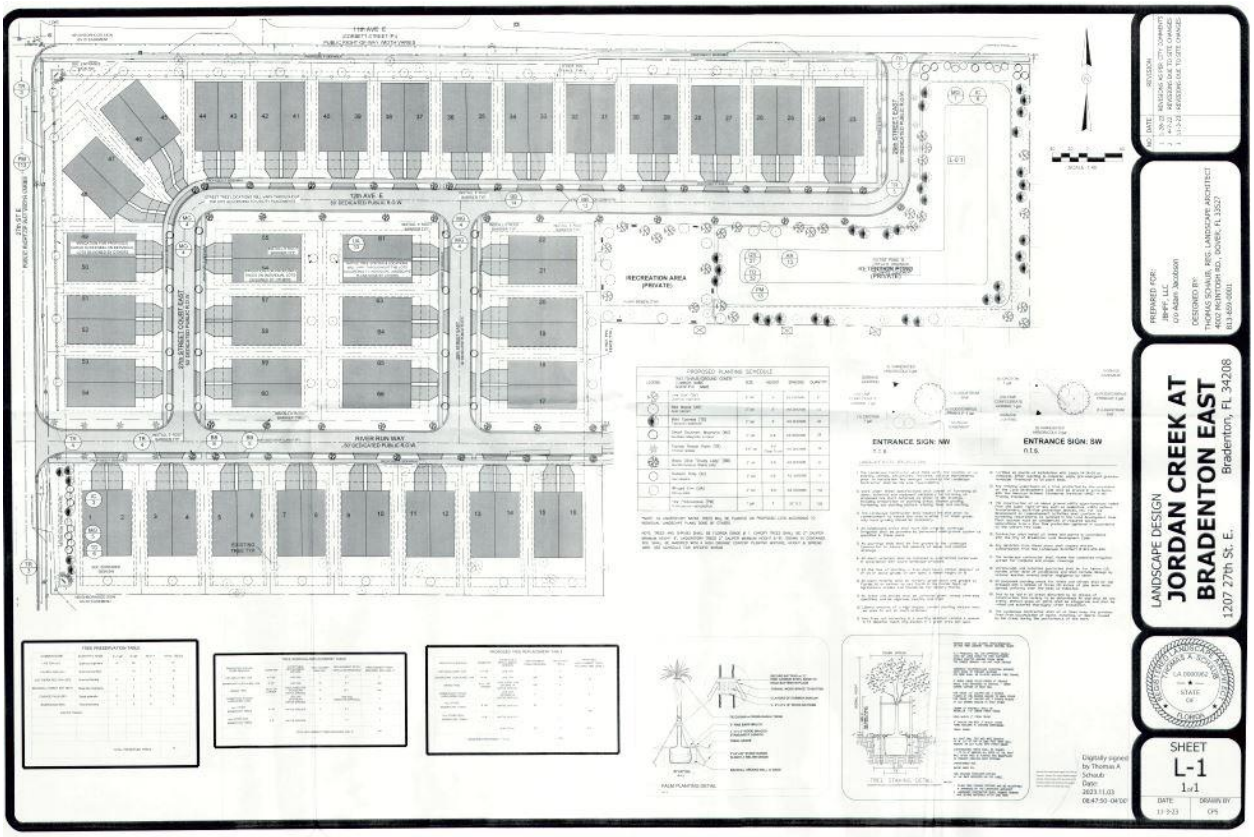


Exhibit "G"
Proposed Landscape Plan



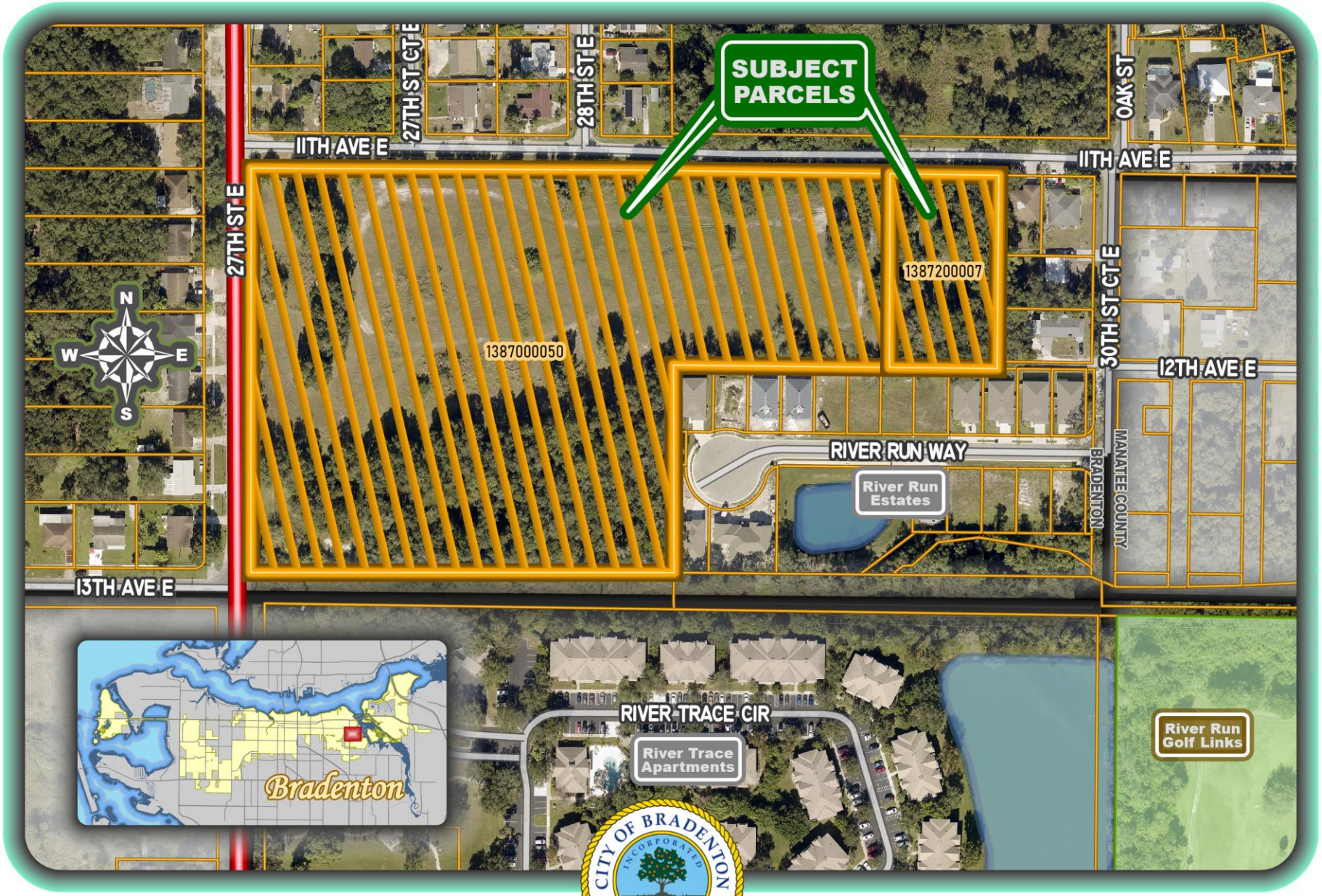
PLANNING COMMISSION

January 24, 2024

PDP.23.4841

1201 27th Street East and 2906 29th Avenue East

Request for a Zoning Atlas Amendment to rezone property from R-2 (Medium Density Residential) to PDP (Planned Development Project)



PDP.23.4841 Jordan Creek East

Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

Bradenton Department of
Planning and Community Development

Location

0 50 100 150
Yards

LEGEND
- Subject Parcel
- Other Parcels
- Bradenton

Zoning



PDP.23.4841 Jordan Creek East

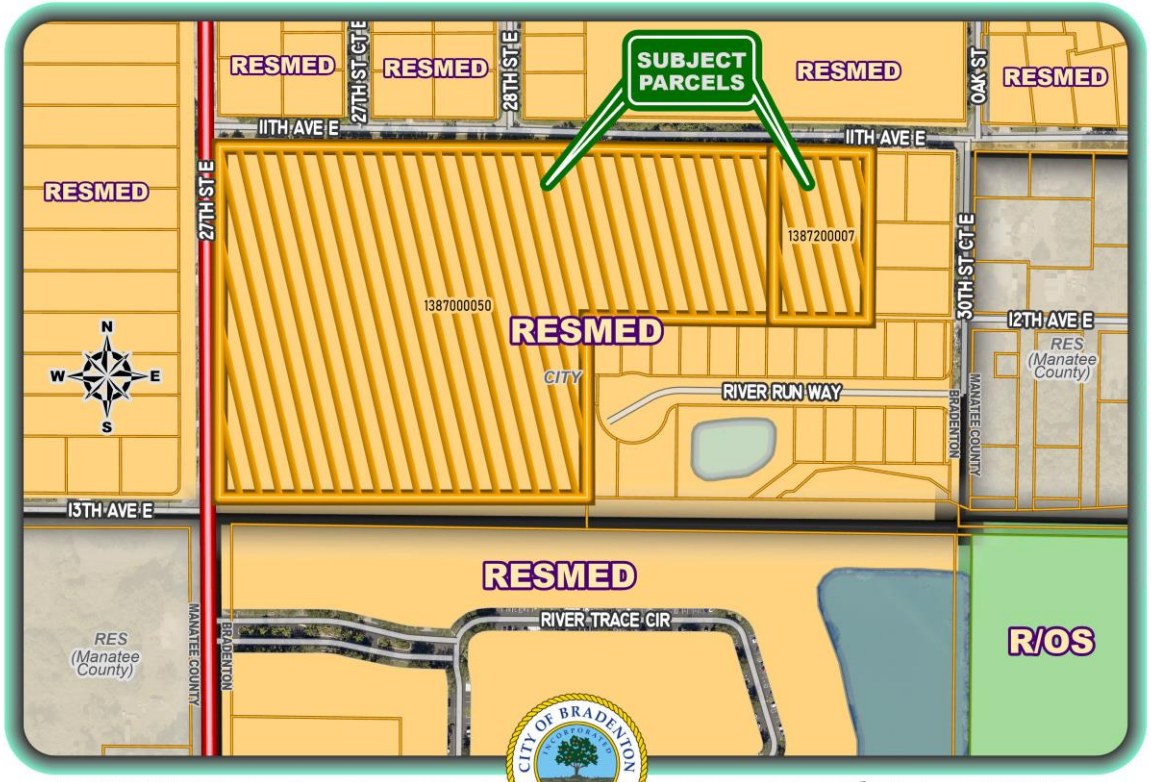
Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

Bradenton Department of Planning and Community Development

Zoning

LEGEND
- Subject Parcel
- Other Parcels
- Bradenton

Future Land Use



PDP.23.4841 Jordan Creek East

Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

Bradenton Department of Planning and Community Development

Future Land Use

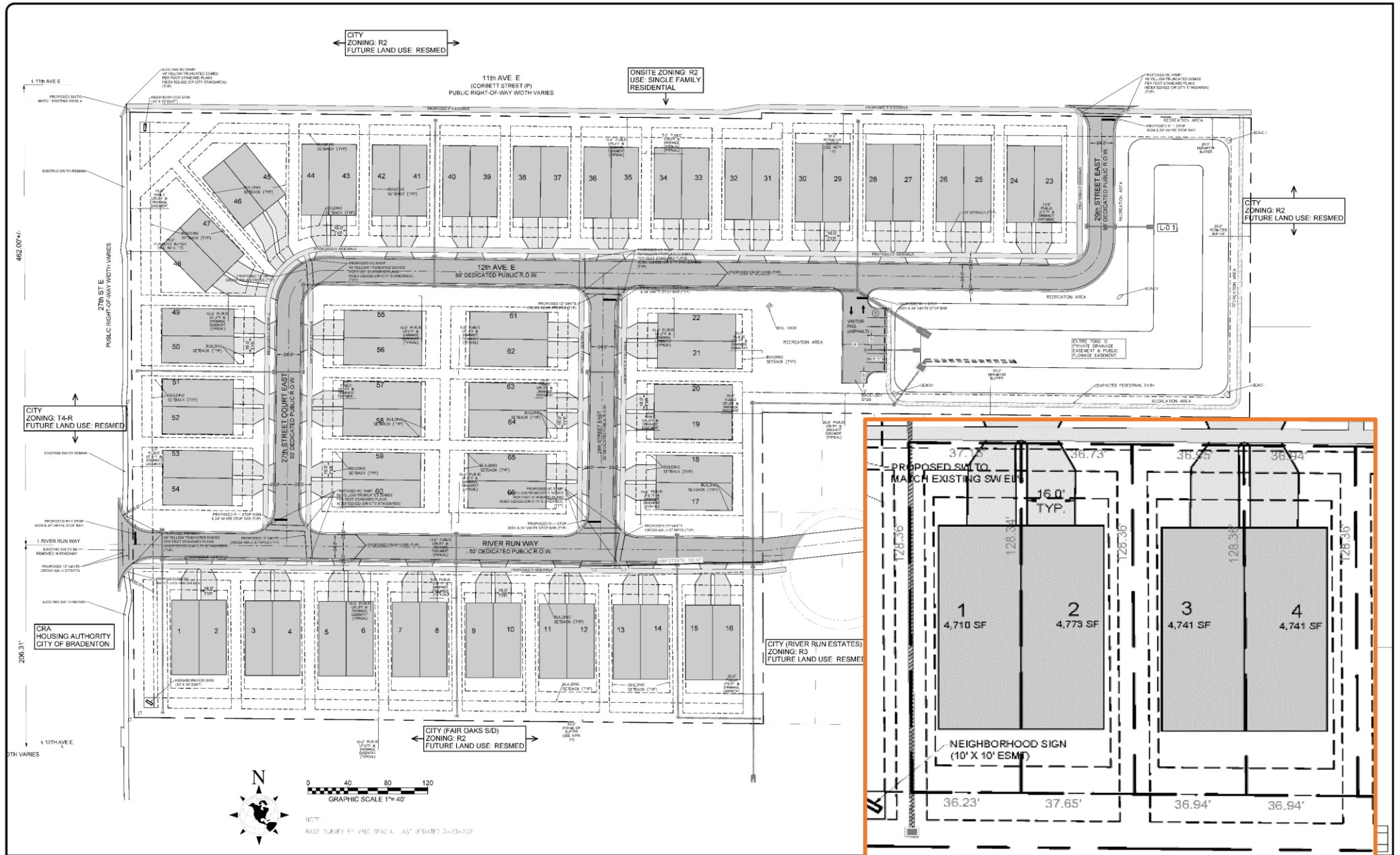
LEGEND
- Subject Parcel
- Other Parcels
- Bradenton

Planned Development Project Zoning

- Alternative to conventional zoning in areas guided by the Land Use Regulations

- Allows for flexibility but projects are still subject to some standards

- Semidetached dwellings:
  - A one-family dwelling attached to one other one-family dwelling by a common vertical wall, and each dwelling located on a separate lot.



NO.	DATE	REVISION DESCRIPTION	BY
4	1-2-2024	ADD MODIFICATIONS TO LAND PLAN	GHF
3	1-18-2023	ADD MODIFICATIONS TO LAND PLAN	GHF
2	3-31-2022	ADD BLDG. FOOTPRINTS & DRIVEWAYS, SITE DATA CHART	GHF
1	2-1-2022	UPDATE SITE DATA	GHF

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 12-11-2021
PROJECT JCE
DRAWING SIP
DRAWN GHF CHECKED MJM

PLANNED DEVELOPME
Jordan Cree
CITY OF BRADENTO

Semidetached Dwellings

Standards for Conventional Zoning Districts

SCHEDULE 3.2.2.1. DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS

STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units [9]		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET [6][8]					
One dwelling unit	75	60	50	50	35
Two dwelling units [9]		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS [1] IN FEET					
Principal building					
front [2][8]	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences [7]					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT [3] IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET [4]					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE [5]	50%	60%	70%	70%	70%

Proposed Standards for Jordan Creek East PDP

RESIDENTIAL DWELLING UNITS	TOTAL LOTS	TOTAL UNITS
SINGLE FAMILY LOTS (40' X 115' TYP.)	66	66

LAND USE AREAS

LAND USE	AREA (AC.)	%OF TOTAL
SINGLE FAMILY LOTS	6.88	56
POND	1.01@NWL	8
RECREATION AREA	1.88	16
OTHER OPEN SPACE	2.42	20
TOTAL	**12.196**	**100**

OPEN SPACE (AC.)

LAND USE	AREA (AC.)	%OF TOTAL	% OF OPEN SPACE
YARDS AND R.O.W.	3.66	30%	100%
RECREATION AREA	1.88	16%	0%
TOTAL	**5.54**	**46%**	**100%**

DENSITY

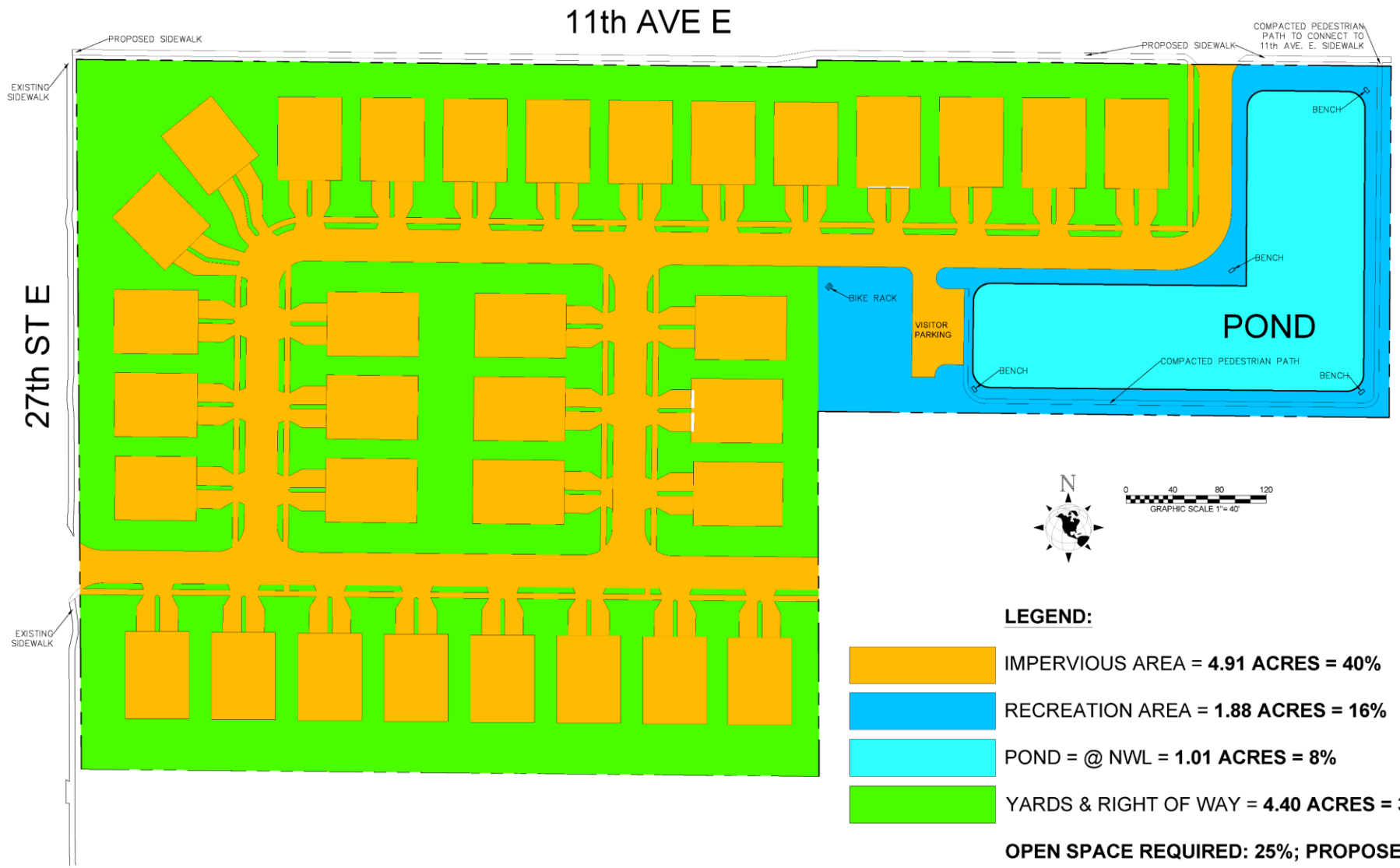
RESIDENTIAL UNITS	66
GROSS AREA (AC.)	12.196
NET AREA (AC.)	6.88
GROSS DENSITY (UNIT/AC)	5.41
NET DENSITY (UNIT/AC.)	9.59

LOT SETBACKS

TYPE	FRONT	SIDE	REAR
MIN. HOME SETBACK	20', (15' 2nd)	8' /0' (WHEN ATTACHED)	10'
MIN. ASSY. SETBACK	20'	5'	5'

Section 3.4.1.3.a Additional PDP standards

i. Density
ii. Open Space
iii. Recreation Area
iv. Parking
v. Building Setbacks
vi. Buffers
vii. Accessory Structures
viii. Neighborhood Activity Center



LEGEND:

- IMPERVIOUS AREA = **4.91 ACRES = 40%**
- RECREATION AREA = **1.88 ACRES = 16%**
- POND = @ NWL = **1.01 ACRES = 8%**
- YARDS & RIGHT OF WAY = **4.40 ACRES = 36%**

OPEN SPACE REQUIRED: 25%; PROPOSED 36%

NO.	DATE	REVISION DESCRIPTION	BY

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 12-18-2023
PROJECT JCE
DRAWING OPEN SPACE EXHIBIT
DRAWN GHF CHECKED MJM

OPEN SPACE EXHIBIT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 1 OF 1

MATTHEW J. MORRIS FL LICENSE NO. 68434

Z:\Jobs\Jordan Creek East_Engineering\Exhibits\Open Space.dwg, 1/3/2024 3:19:47 PM, DWG To PDF.pc3

Section 3.4.1.3.a Additional PDP standards

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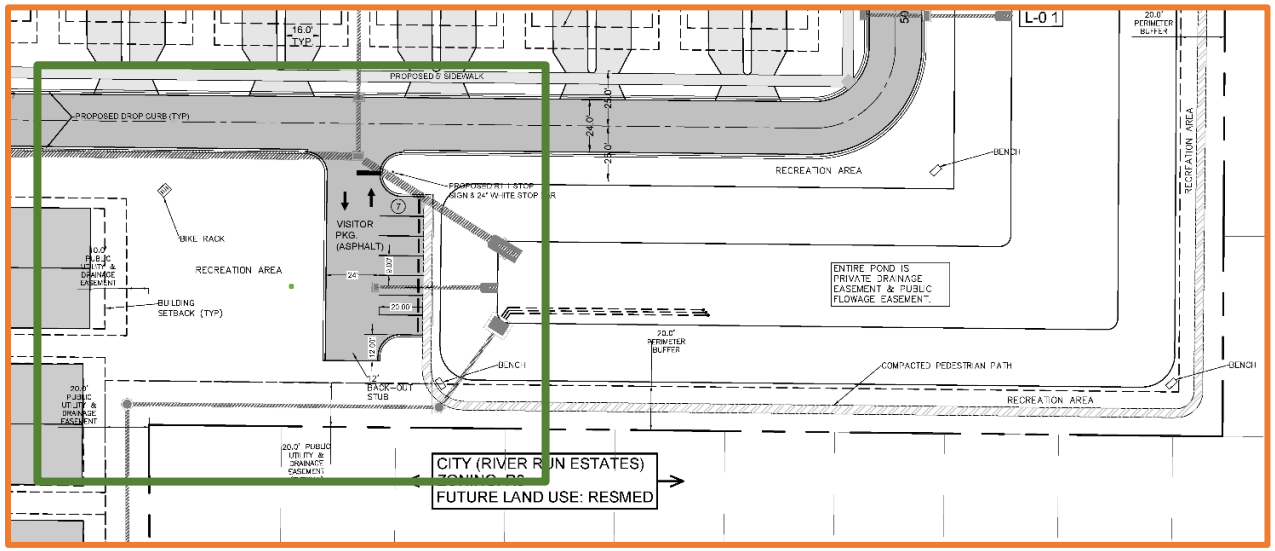

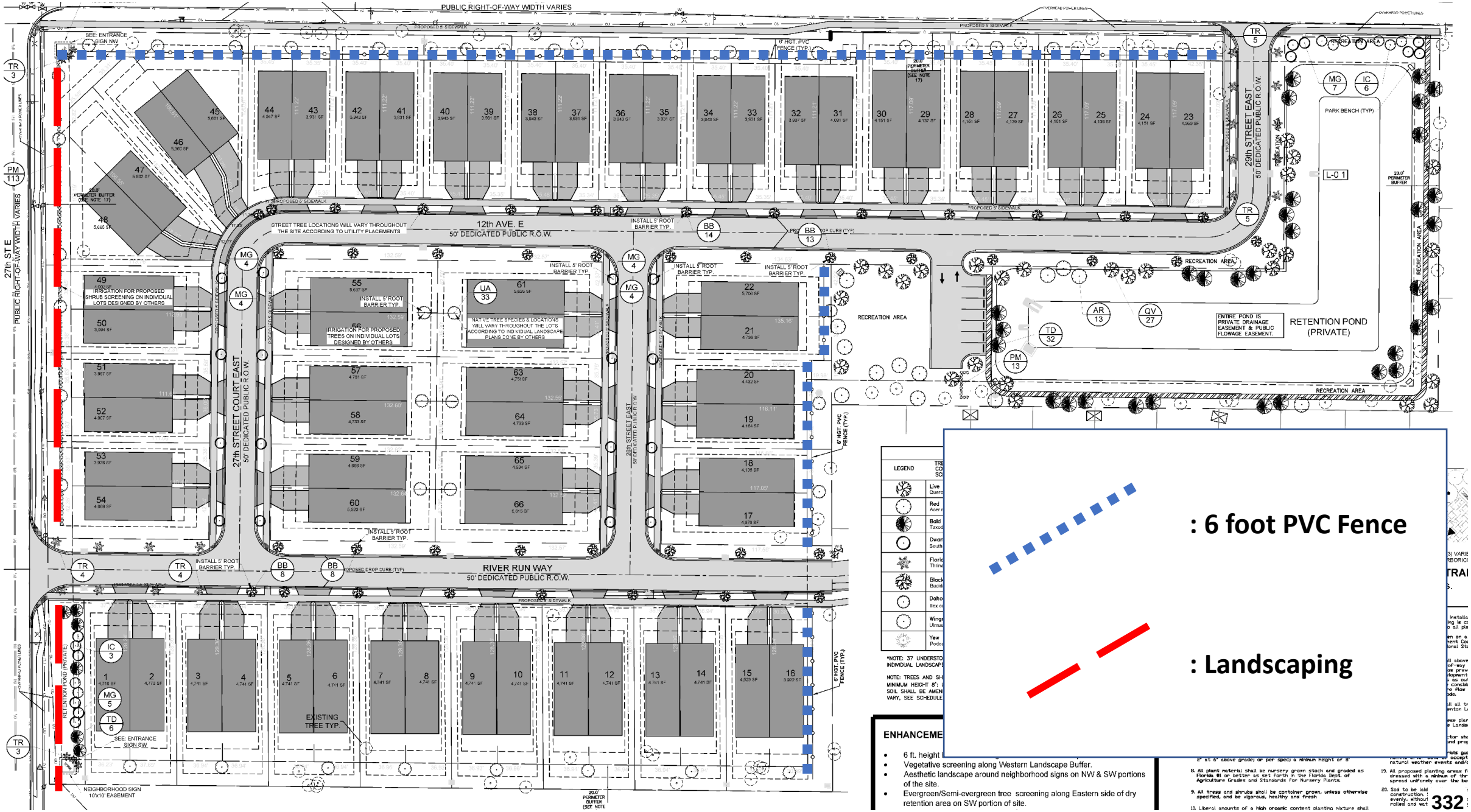
PUBLIC RIGHT-OF-WAY WIDTH VARIES
27th ST E
PUBLIC RIGHT-OF-WAY WIDTH VARIES
12th AVE. E
50' DEDICATED PUBLIC R.O.W.
27th STREET COURT EAST
50' DEDICATED PUBLIC R.O.W.
29th STREET EAST
50' DEDICATED PUBLIC R.O.W.
RIVER RUN WAY
50' DEDICATED PUBLIC R.O.W.
RETENTION POND (PRIVATE)
PARK BENCH (TYP)
L-0.1
RECREATION AREA
ENTIRE POND IS PRIVATE DRAINAGE EASEMENT & PUBLIC FLOWAGE EASEMENT.
STREET TREE LOCATIONS WILL VARY THROUGHOUT THE SITE ACCORDING TO UTILITY PLACEMENTS
INSTALL 5' ROOT BARRIER TYP.
IRRIGATION FOR PROPOSED SHRUB SCREENING ON INDIVIDUAL LOTS DESIGNED BY OTHERS
IRRIGATION FOR PROPOSED TREES ON INDIVIDUAL LOTS DESIGNED BY OTHERS
NATIVE TREE SPECIES & LOCATIONS WILL VARY THROUGHOUT THE LOTS ACCORDING TO INDIVIDUAL LANDSCAPE PLANS DONE BY OTHERS
EXISTING TREE TYP.
6' HGT. PVC FENCE (TYP.)
20.0' PERIMETER BUFFER (SEE NOTE 17)
PROPOSED 5' SIDEWALK
PROPOSED DROP CURB (TYP)
SEE: ENTRANCE SIGN NW
SEE: ENTRANCE SIGN SW
NEIGHBORHOOD SIGN 10'x10' EASEMENT
: 6 foot PVC Fence
: Landscaping
ENHANCEME
6 ft. height
Vegetative screening along Western Landscape Buffer.
Aesthetic landscape around neighborhood signs on NW & SW portions of the site.
Evergreen/Semi-evergreen tree screening along Eastern side of dry retention area on SW portion of site.
332

Section 3.4.1.3.a Additional PDP standards

i. Density

ii. Open Space

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iv. Parking

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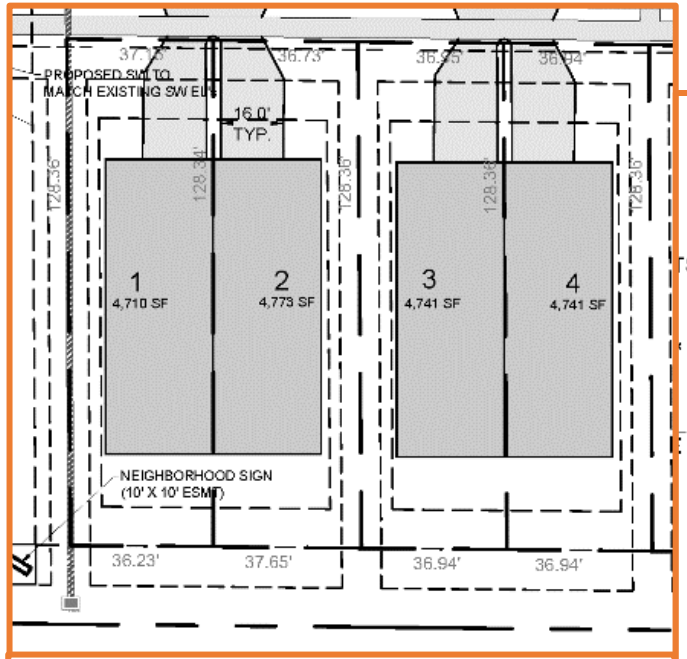

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Recommendations

- Planning Commission met on 12/20/2023 and recommended approval of case PDP.23.4841 with only the following stipulation:
    - **Allow for a reduction in buffer area from 25 feet to 20 feet with enhanced landscaping.**
- Staff recommends approval with the proposed stipulation.

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
December 20, 2023

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Darin Autrey-Vice Chair, Michael Jones, Michael Neal, Kurt Landefeld, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Asst. Director, Planning and Community Development, Jamie Schindewolf-Sr. Planner, Monica Friedl-City Planner, Lori Brunner-Planning and Community Development Administrative Assistant, David Cronkhite-City Surveyor, Duette Hart-Project Design Specialist.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Roll Call
4. Motion to approve the October 18, 2023 Meeting Minutes by Commissioner Neal, and seconded by Commissioner Green.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

STAFF COMMENT

PCD Assistant Greg DeLong introduced two new staff members.
Duette Hart, Public Works Project Design Specialist and Monica Friedl, City Planner.

AGENDA ITEMS:

1. **Scrivener's Error:** Correct approved resolution number from RES 23-72 to RES 23.2988.

Staff Recommendation: Jamie Schindewolf presented the correction to approve the Resolution which was included in the Commission packets.

Motion: Commissioner Autrey motioned to approve the resolution and Commissioner Neal seconded the motion. Motion passed unanimously.

2. **Ordinance 4024, Case Number RV.23.4299:** Request filed by Yolanda Hart, owner, for a right-of-way vacation for property located at 1130 8th Avenue East (Parcel ID Number 3228500259) in the T4-R (General Urban Restricted) transect zoning district.

Staff Recommendation: Greg DeLong spoke on behalf of the City. He presented a map and a survey of the property. Staff recommends approval.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

3. **Case Number AD.23.4865:** Resolution granting a Form Based Code (FBC) Adjustment for an additional projecting wall sign to be located on the western façade of a building located at 1402 13th Street West (Parcel ID 4436200059) in the T-4O (General Urban Open) transect zoning district. Additional request to exceed the dimensional standards for projecting signs in the T-4O district. Application filed by Framework Group, LLC, agent for Pearl Homes Partnership Eight, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is for a Form Based Code adjustment of a wall sign. Staff recommends approval.

Applicant: Hanna French, Framework Group, 1211 N. Westshore Blvd., Tampa, FL.
No presentation; she stated that staff was very thorough.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve and Commissioner Jones seconded. Motion passed unanimously.

4. **Resolution 24-01, Case Number SU.23.4849:** Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; for property located at 1201 1st Avenue West (Parcel ID Number 3325500001) in the T5 (Urban Center) transect zoning district. Application filed by Amanda Hessein of Rutledge Ecenia, PA, agent for Players Point Hotel, LLC (owner).

Staff Recommendation: Mr. DeLong spoke on behalf of the City. He presented a location map which shows 8 tables with 4 seats each, and the spacing. Staff recommends approval with stipulations listed.

Chair Ben Bakker asked if the tables will be taken in at night. Mr. DeLong discussed briefly with City Attorney Scott Rudacille who stated that there is a conflict concerning this requirement. He asked Nancy Myer, who will check on the requirements and the codes.

DRAFT

Applicant: Nate Greer, representative for Oak & Stone, 5514 Pleasant View Ct., Bradenton, FL. Mr. Greer stated that the tables will be locked to the pavement or brought inside if needed. He discussed spacing for walk-through and will comply with the requirements.

The Commissioners discussed traffic and planters, as well as spacing measurements.

Mr. DeLong stated that tables need to be out of sight after hours.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Landefeld motioned to approved with the identified stipulations. Commissioner Green seconded. Motion passed unanimously.

5. **Ordinance 4027, Case Number PDP.23.4841:** Request filed by Matthew J. Morris P.E. of Morris Engineering & Consulting, LLC for a zoning atlas amendment to rezone properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007) from R-2 (Medium Density Residential) to the PDP (Planned Development Project) zoning district.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. She presented maps and stated that this is a re-zone request. Staff recommends getting updated plans and will follow-up with all concerned. Ms. Schindewolf also stated that they have had some public concerns, but just for information.

Chair Bakker asked about these paired villas, or duplexes, in the code or if it's something new. Robin Singer clarified that these are condo plats and they are looking at ordinances for the future. Commissioner Neal discussed that these are handled like townhouses. Commissioner Autrey asked for clarification of the wall between the units.

Applicant: Kyle Grimes, Grimes Galvano, 1023 Manatee Ave. W., Bradenton, FL, on behalf of the applicant. He stated that Ms. Schindewolf did a good job explaining the re-zoning from R-2 to PDP. It is the same number of units; 66. It also allows individual sales of the units. He introduced Linda Stewart. Linda Stewart, Morris Engineering, 6197 Professional Parkway, Sarasota, FL. Ms. Stewart stated that the parking lot will be asphalt. She went over the site plan and is asking for approval. She also clarified that the ponds are retention.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

DRAFT

Motion: Commissioner Autrey motioned to approve with the stipulation to reduce the buffer from 25 feet to 20 feet. Commissioner Neal seconded. Motion passed unanimously.

6. **Preliminary Subdivision Plat: Case Number SP.23.4843:** Request for Preliminary Plat approval in a Planned Development Project (PDP) zoning district for properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007). Application filed Matthew J. Morris P.E., Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is a request for approval of the preliminary plat; re-zone to PDP. Staff recommends approval.

Applicant: Kyle Grimes, Grimes Galvano, stated that Ms. Schindewolf stated everything that has been covered.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

Discussion Items:
2024 Meeting dates were discussed. (Calendar was in Commission packets).

Motion: Commissioner Neal motioned to approve. Commissioner Green seconded. Motion passed unanimously.

Reports from Special Study Committee: None

Director's Report: Ms. Singer went over the Visioning process. There will be public input starting in February. City Council will attend. The City will put the word out and have a kick-off session. Then there will be a summary and an on-line survey for the expectations for the City. Also, Matt Lewis from Stantec is the primary contact and may be emailing the Commissioners.

Ms. Singer also stated that the Art Center is under way, as well as Riverview 6 and 920.

Mr. DeLong discussed the Commissioner packets and giving better quality to the Commissioners. They will be moved to one month instead of 3 weeks.
He and his staff will also be working on some special projects.

DRAFT

Adjournment: The meeting adjourned at 3:14 p.m.

Ben Bakker, Chair

NOTE: This is not a verbatim record. An audio recording of the meeting is available for a fee upon request.

DRAFT

AGENDA ITEM NO. 9.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT:

ORDINANCE 4024 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 15-FOOT ALLEY AS SHOWN ON THE PLAT OF JOHN A GRAHAM'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 877, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF 8TH AVENUE EAST AND WEST OF 12TH STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is needed at first reading. The second reading along with the public hearing are scheduled for January 24, 2024.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The applicant is requesting to vacate approximately 709 square feet of a remaining unimproved 15-foot-wide alley. The subject right-of-way lies east of

1130 8th Avenue East. On August 10, 2022, City Council approved (Ord. No. 3099) for the vacation of the eastern portion of the said right-of-way, therefore leaving the remaining subject right-of-way.

The applicant is requesting the vacation in order to extend their parcel, complete the vacation of the right-of-way, and to be able to install a fence to establish a boundary between the applicant's property and the property to the east.

Planning Commission reviewed the subject request at their December 20, 2023, meeting and voted 6-0 to recommend approval.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is needed at first reading. The second reading along with the public hearing are scheduled for January 24, 2024.

ATTACHMENTS:
Ordinance 4024
RV.23.4299 Application Permit
RV.23.4299 Staff Report\
RV.23.4299 Presentation
12-20-23 Planning Commission Draft Minutes

Ordinance No. 4024

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 15-FOOT ALLEY AS SHOWN ON THE PLAT OF JOHN A GRAHAM'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 877, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF 8TH AVENUE EAST AND WEST OF 12TH STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHERAS, the Applicant, Yolanda Hart, owns the property located at 1130 8th Avenue East, Bradenton, FL 34208, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant, Yolanda Hart, has filed an application to vacate a portion of the 15-foot-wide alley, legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does

hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 2. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 3. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 4. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	January 10, 2024
PUBLICATION DATE	January 12, 2024
SECOND READING	January 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24th DAY OF JANUARY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

_____ _____

Tamara Melton, City Clerk Gene Brown, Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

EXHIBIT "A"

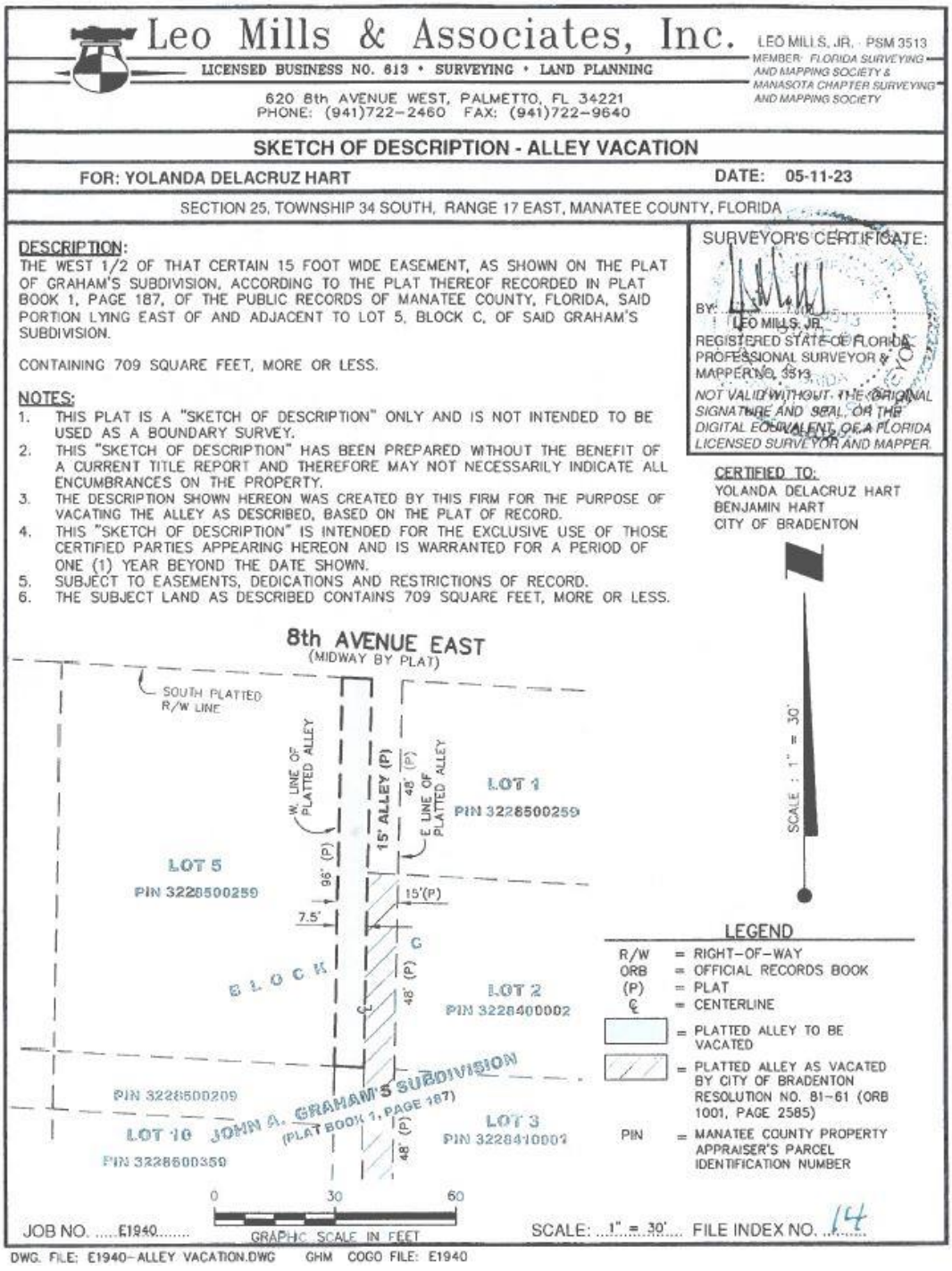

Leo Mills & Associates, Inc.
LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING
620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640
LEO MILLS, JR., PSM 3513
MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
SKETCH OF DESCRIPTION - ALLEY VACATION
FOR: YOLANDA DELACRUZ HART
DATE: 05-11-23
SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA
DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.
CONTAINING 709 SQUARE FEET, MORE OR LESS.
NOTES:
1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.
2. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE DESCRIPTION SHOWN HEREON WAS CREATED BY THIS FIRM FOR THE PURPOSE OF VACATING THE ALLEY AS DESCRIBED, BASED ON THE PLAT OF RECORD.
4. THIS "SKETCH OF DESCRIPTION" IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
6. THE SUBJECT LAND AS DESCRIBED CONTAINS 709 SQUARE FEET, MORE OR LESS.
SURVEYOR'S CERTIFICATE:
BY: LEO MILLS, JR.
REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3513
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL EQUIVALENT OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
CERTIFIED TO:
YOLANDA DELACRUZ HART
BENJAMIN HART
CITY OF BRADENTON
8th AVENUE EAST
(MIDWAY BY PLAT)
SOUTH PLATTED R/W LINE
W. LINE OF PLATTED ALLEY
15' ALLEY (P)
48' (P)
E LINE OF PLATTED ALLEY
LOT 1
PIN 3228500259
LOT 5
PIN 3228500259
96' (P)
7.5'
15'(P)
BLOCK C
LOT 2
PIN 3228400002
PIN 3228500209
JOHN A. GRAHAM'S SUBDIVISION
(PLAT BOOK 1, PAGE 187)
LOT 10
PIN 3228500359
LOT 3
PIN 3228410001
SCALE : 1" = 30'
LEGEND
R/W = RIGHT-OF-WAY
ORB = OFFICIAL RECORDS BOOK
(P) = PLAT
℄ = CENTERLINE
= PLATTED ALLEY TO BE VACATED
= PLATTED ALLEY AS VACATED BY CITY OF BRADENTON RESOLUTION NO. 81-61 (ORB 1001, PAGE 2585)
PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER
0
30
60
GRAPHIC SCALE IN FEET
JOB NO. E1940
SCALE: 1" = 30'
FILE INDEX NO. 14
DWG. FILE: E1940-ALLEY VACATION.DWG GHM COGO FILE: E1940

EXHIBIT "B"

Legal Description of Property to be Vacated

DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION

Name of Property Owner: Yolanda Hart

Owner Address: 1130 8th Ave E Telephone: 253-279-6913

Name of Agent: _____

Agent Address: _____ Telephone: _____

Owner/Agent Email: yodelacruz26@gmail.com

REQUIRED

PROPERTY INFORMATION

Property Address: 1130 8th Ave E

Parcel ID: ~~3228500109~~ 3228500259 Acreage: 0.1542

Zoning District: BR_FBC,BR_T4-R *click to view Zoning map

Future Land Use: City *click to view FLU map

Ward #: _____ *click to view Ward map

Neighborhood #: 7.03 or 4055 *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: **Right-of-Way** Easement

REQUIRED

MATERIALS FOR REVIEW

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Yolanda Hart 5JULY2023

Signature of Owner/Applicant Date

REQUIRED

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☒
Incomplete: ☐ _____

APPLICATION #: 234299

CITY STAFF ONLY

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☒ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☒ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☒ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☒ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

AGENT AUTHORIZATION

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: _____

I, _____, the registered property owner(s) of the above noted property, do hereby authorize

_____
Print Name of Agent Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

REQUIRED

_____
Signature of Owner(s) Owner(s) Address (if different than property above)

_____
Signature of Agent Agent Address and Phone

NOTARY

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this _____day of_____,

produced_____respectively, as

as identification and who did (did not) take an oath:

REQUIRED

_____
Signature

_____, Notary Public
Print Name

State of Florida
My Commission Expires: _____

February 15, 2023

To whom it may concern,

I, Yolanda D. Hart, owner of 1130 8th Ave E, Bradenton, FL 34208 would like to request to vacate an easement located next to my address. The location is currently labeled "alley" in the survey, but there is no alley in that location. I would like to vacate to the extent of the next property, as it is my understanding they already own or have requested for the other half of the alley.

I am including the approvals from Public Works & Utilities, Florida Power and Light, and Frontier Communications. If you have any questions, please don't hesitate to contact me at 253-279-6913. Thank you.

VR,

Yolanda D. Hart

TELEPHONE:
941/708-6300

CITY OF BRADENTON
BRADENTON, FLORIDA

1411 9th STREET WEST
BRADENTON, FL 34205

October 17, 2023

Ben Hart
1130 8th Avenue East
Bradenton, FL 34208

RE: Request to Vacate Alley
Letter of No Objection

Dear Mr. Hart:

The City of Bradenton Department of Public Works and Utilities is in receipt of your Request to Vacate an alley that exists adjacent to your property at 1130 8th Ave. E. in Bradenton, parcel ID #3228500109. In particular, you are requesting vacation of the western half (7.5-feet) of a 15-foot wide alley right-of-way (ROW) as depicted on the attached boundary survey of the parcel which you have submitted as part of your Request to Vacate application. The specific alley ROW to be vacated is shown on the attached sketch, with corresponding survey/legal descriptions for the portion of the alley to be vacated.

We have reviewed our utility maps and other related records related to this area and find that we have no current or proposed utilities within the existing easement.

Accordingly, the City of Bradenton Department of Public Works & Utilities has no objection to and does hereby acknowledge its consent to vacate the described alley ROW.

Sincerely,

James K. McLellan, P.E.
Director, Public Works & Utilities.

Attachments

PRINTED ON RECYCLED PAPER

Gmail label:2nd-fl-home-1126-8th-ave-e-request-to-vacate

Compose

Snoozed
Sent
Drafts
More

Labels

2nd FL Home
1037 River Wind Cir 4
1126 8th Ave E 19
Avail 2023 16
Bills 3
Clyde - America... 1
Mike - Cardinal Fina...
RentRedi 2023 5
Request to Vacate
1386 19th St 1
2404 52nd Ave D... 13
AMWAY 1
Bigger Pockets 84
Avail 6
Military 138
SVPC
Taxes 4
WA House 2
Whole Health VA

FW: Request to vacate Alley Way 1130 8th Ave E- City of Bradenton

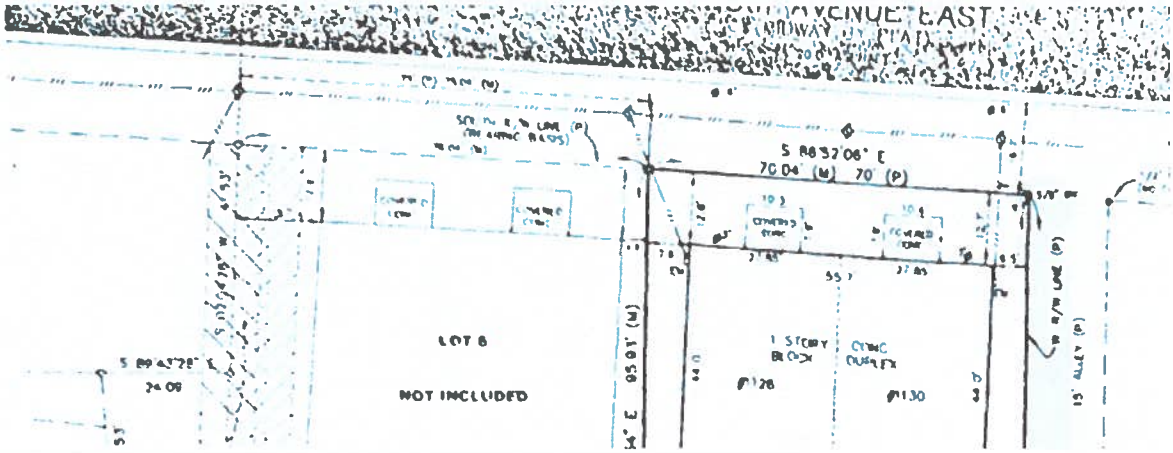
Inbox × 2nd FL Home/1126 8th A

Coker, Gregory <Gregory.Coker@fpl.com>
to me

Yolanda,

Since it appears FPL has no facilities within the limits of the proposed alley vacation, FPL has "No Objection".

Thank you for contacting FPL!



FRONTIER
3712 W Walnut St
Tampa, FL 33607
(941) 266-9218
stephen.waidley@ftr.com

2/13/2023

Attn: Yolanda Hart
1130 8th Ave E
Bradenton, FL 34208
(253) 279-6913
Yodelacruz26@gmail.com

RE: Vacation of a Portion of Right-of-Way – adjacent to east of 1130 8th Ave E, Bradenton, FL

Dear Mrs. Hart,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,
Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

Charter
COMMUNICATIONS

2/17/2023

RE: Manatee, Request to Vacate location : Right of Way Vacation request for approval 1130 8th Ave E Bradenton, FL 34208

Dear , Lynn Burnett

Pursuant to your email on 2/17/2023, Charter communications has no existing underground facilities located within the proposed easement vacation.

Charter Communications has no Conflicts with your request.

If you should have any questions, please do not hesitate to call. You can reach me @ 941-737-0003 or email me at: thomas.mumea@charter.com

Sincerely,

Thomas Mumea

5413 State RD 64 E

Bradenton Fla 34208

Field Engineer

---------- Forwarded message ----------
From: **McFarlane, Alex** <AMcFarlane@tecoenergy.com>
Date: Tue, Sep 5, 2023, 11:42
Subject: RE: Request to Vacate 1130 8th Ave E
To: Yolanda Hart <yodelacruz26@gmail.com>

Yolanda,

TECO PGS has no facilities within project limits.

We has no objection to proposed Vacation.

Thanks

Alex Mcfarlane

Gas Design Project Manager

Office: 813-275-3762

Cell: 813-557-6134

cid:image001.png@01[

From: Yolanda Hart <yodelacruz26@gmail.com>
Sent: Friday, September 1, 2023 12:34 PM

To: McFarlane, Alex <AMcFarlane@tecoenergy.com>
Cc: Yolanda Hart <yodelacruz26@gmail.com>
Subject: Request to Vacate 1130 8th Ave E

CAUTION - External Email

***** This email is from an external sender! Don't click links or open attachments from unknown sources. To report a suspicious email, click the Forward to Phishing button within Outlook for analysis by our cyber security team. If the button is unavailable, forward the email as an attachment to phishing@tecoenergy.com *****

Good afternoon Mr. Mcfarlane,

We spoke on the phone a while back about a request to vacate the East side of my property. Can you please review the attached surveys and see if the area is authorized to be vacated? I have highlighted the area for ease of reference. Thank you for your assistance in this matter.

VR,

Yolanda Hart

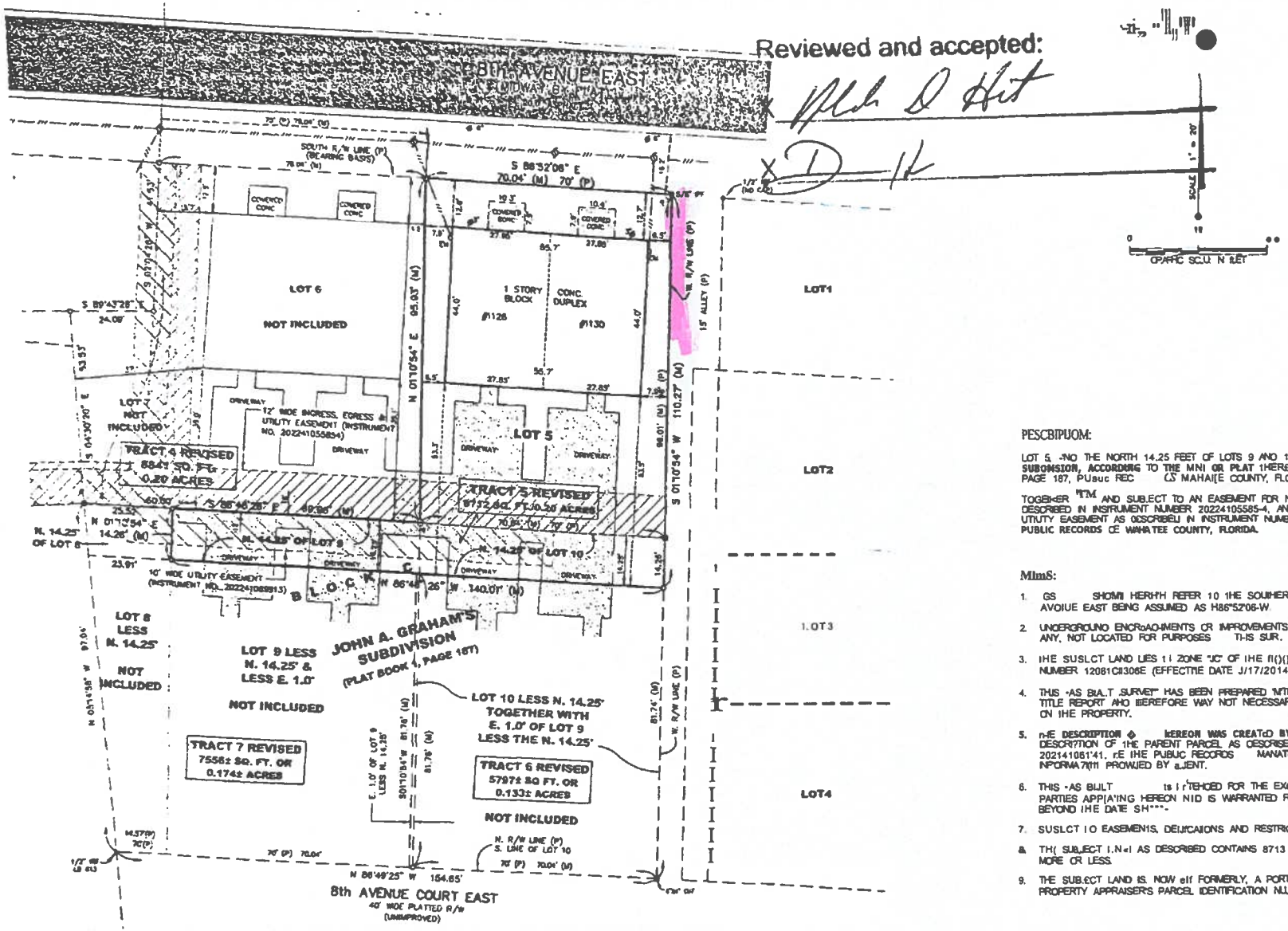
1130 8th Ave E

Bradenton, FL 34208

253-279-6913

NOTICE: This email is intended only for the individual(s) to whom it is addressed and may contain confidential information. If you have received this email by mistake, please notify the sender immediately, delete this email from your system and do not copy or disclose it to anyone else. Although we take precautions to protect against viruses, we advise you to take your own precautions to protect against viruses as we accept no liability for any which remain.

Reviewed and accepted:



PESCBIPUOM:

LOT 5, -NO THE NORTH 14.25 FEET OF LOTS 9 AND 10, BLOCK C, GRAHAM'S SUBDMSION, ACCORDING TO THE MNI OR PLAT 1HEREOF AS RECORDED IN PLAT BOOK 1, PAGE 187, PUsuc REC CS MAHAI[E COUNTY, FLORIDA.

TOGBEHER 'TM AND SUBJECT TO AN EASEMENT FOR NGRESS, EGRESS AND UTILITIES AS DESCRIBED IN INSTRUMENT NUMBER 202241055854-4, AND SUJeJCT TO A 10 FOOT WIDE UTIUTY EASEMENT AS 0DSCRIBEU IN INSTRUMENT NUMBER 202241069913, BOTH OF THE PUBLIC RECORDS CE WAHATEE COUNTY, FLORIDA.

MlmS:

1. GS SHOMI HERHTH REFER 10 1HE SOUIHERLY RIGHT-OF-WAY LINE OF 8th AVOIUE EAST BEING ASSUMED AS H86°52'06-W.
2. UNDERGROUNO ENCRoAO-IMENTS OR IMPROVEMENTS OIHER THAN THOSE SHO. IF ANY, NOT LOCATED FOR PURPOSES TI-IS SUR.
3. IHE SUSLCT LAND LIES 1 I ZONE "JC" OF IHE fl()()() INSURANCE RATE MAP (FIRM) NUMBER 12081C8306E (EFFECTIIE DATE J/17/2014). SUBLECT TO "1'RIFICATION.
4. THIS -AS BIA.T SURVEY" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AHO IIIEREFORE WAY NOT NECESSARILY M•ICATE ALL ENCUMBRANCES ON IHE PROPERTY.
5. nHE DESCRIPTION ◆ kEREON WAS CREATCD BY 8-IIS FIRM, BASED ON DEED DESCR?TION OF 1HE PARENT PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 202141061'41, rE IHE PUBUC RECORDS MANATEE COUNTY, FLORIOA AND INPORMA7(ITI PROWJED BY aJENT.
6. THIS -AS BUILT ts I r'TEHOED FOR THE EXQLUSIVE USE OF 'TIOSE CERTIFJED PARTIES APPJA'ING HEREON NID IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND IHE DATE SH""-
7. SUSLCT IO EASEMENTS, DEUICAIONS AND RESTRICTIONS OF RECORD.
8. TH(SUBJECT I.N•I AS DESCRIBED CONTAINS 8713 SQUARE FEET OR 0.20 ACRES. MORE OR LESS.
9. THE SUB.ECT LAND IS. NOW elf FORMERLY, A PORTION OF MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER 3228500009.

LEGEND

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La	- UC8tStD IU9IIDS		-ASPHALT
R/W	- MaNT-Qf'-WAY		
(P)	- ,V.T		
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P.1	- I f6 HTDISECION		(J .t02341069VII)
UDf	- BPCTIIIC 8[*E.I/		

REVISIONS CONTINUED	DATE	BY
REVISED TRACTS 5 & 7 TO SHOW RED. AC	10.19.21	CHS

AS BUILT SURVEY

LYING IN SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

FOR: YOLANDA DELACRUZ HART

ADDRESS: 1126 & 1130 8th AVENUE EAST BRADENTON, FLORIDA

NO 3513 STATE OF FLORIDA REGISTERED LAND SURVEYOR

LEO MILLS JR. IS NOT EMPLOYED BY THE FIRM BUT IS THE PROFESSIONAL SURVEYOR AND MAPPER RESPONSIBLE FOR THIS SURVEY

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ... OF A FLORIDA LICENSED SURVEYOR AND MAPPER

04-09-21
DATE OF SURVEY

Leo Mills & Associates, Inc

LICENSED BUSINESS NO. 818 • SURVEYING • LAND PLA

CERTIAEOTO:

VOLANDA DELACRUZ HART, CALIBER HOME IO.-NS, INC. CLO IEPUJUC NATIONAJ TITLf INSURANCE COMPAHY WILLIAMS PARKER, FLOCIDA SAIL COMPAW LLC

JOB NO.	E 1940 (E 07B2)	REVISED	DATE
DRAWN BY:	CHKD	CHECKED BY:	LMJr
FILE:	B1940-TRACT 5-FINAL REVISED.DWG		
COGOAU:	CGO	OM	
Scale:	1"=20'	(ENGINEER'S SCALE)	

LITESM.40EDCERISREV
IOTS-SIOT(NOSPVIT)-CBnS.
REVISED SURVEY TO 0.20 AC
Dr. 38

Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS, JR. · PSM 3513
MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY

SKETCH OF DESCRIPTION - ALLEY VACATION

FOR: YOLANDA DELACRUZ HART **DATE: 05-11-23**

SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.

CONTAINING 709 SQUARE FEET, MORE OR LESS.

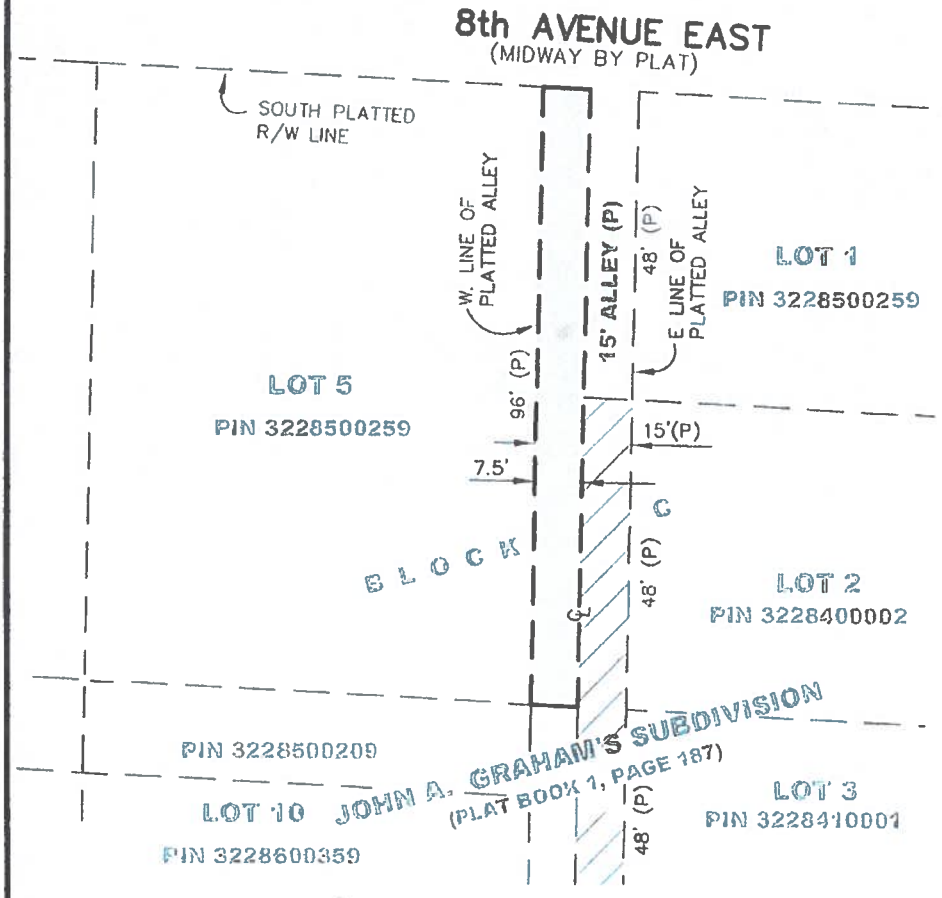
NOTES:
1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.
2. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE DESCRIPTION SHOWN HEREON WAS CREATED BY THIS FIRM FOR THE PURPOSE OF VACATING THE ALLEY AS DESCRIBED, BASED ON THE PLAT OF RECORD.
4. THIS "SKETCH OF DESCRIPTION" IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
6. THE SUBJECT LAND AS DESCRIBED CONTAINS 709 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

BY: .....
LEO MILLS, JR.
REGISTERED STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER NO. 3513

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR THE DIGITAL EQUIVALENT, OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:
YOLANDA DELACRUZ HART
BENJAMIN HART
CITY OF BRADENTON





LEGEND

R/W	=	RIGHT-OF-WAY
ORB	=	OFFICIAL RECORDS BOOK
(P)	=	PLAT
℄	=	CENTERLINE
	=	PLATTED ALLEY TO BE VACATED
	=	PLATTED ALLEY AS VACATED BY CITY OF BRADENTON RESOLUTION NO. 81-61 (ORB 1001, PAGE 2585)
PIN	=	MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER

JOB NO. .....E1940..... SCALE: ...1"...=...30'.... FILE INDEX NO. ...14.....

DWG. FILE: E1940-ALLEY VACATION.DWG GHM COGO FILE: E1940

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
January 24, 2024

Staff Report

Case Number:	RV.23.4299
Applicant:	Yolanda Hart (owner)
Address:	1130 8th Avenue East
Parcel ID:	3228500259
Current Zoning:	T4-R (General Urban Restricted – Transect District)
Future Land Use:	RESMED (Medium Density Residential)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning:	North: R-1 (Low Density, Single Family) South: UCC (Urban Commercial Corridor) East: UCC (Urban Commercial Corridor) West: UCC (Urban Commercial Corridor)
Future Land Use:	North: T4-R (General Urban Restricted – Transect District) South: T4-O (General Urban Open – Transect District) East: T4-R (General Urban Restricted – Transect District) West: T4-R (General Urban Restricted – Transect District)

Yolanda Hart, owner, has submitted a right-of-way vacation application requesting to vacate approximately 709 square feet of a remaining unimproved 15-foot-wide alley. The subject right-of-way (Exhibit "D") lies east of and adjacent to Lot 5, Block C, in the Graham's Subdivision. On August 10, 2022, City Council approved (Ord. No. 3099) for the vacation of the eastern portion of the said right-of-way, therefore leaving the remaining subject right-of-way.

The applicant is requesting the vacation in order to extend their parcel, complete the vacation of the right-of-way, and to be able to install a fence to establish a boundary between the applicant's property and the property to the east.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public rights-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the alley is no longer utilized by any public or public-serving agencies. Vacating this portion will not be detrimental to public health, safety, welfare, or convenience. Further, the requested vacation vacates the remaining portion of an alley with the previous portion being vacated in 2022 as recorded in O.R. Book 1 Page 187.

If approved by City Council, the City Clerk shall record the reversion of the portion of right-of-way to the adjacent property owner to the west (the applicant).

As noted in the application materials, public utilities that may utilize this right-of-way have agreed to its vacation as it is no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing

on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on Staff's findings in response to the review criteria established for the vacation of a right-of-way, Staff recommends **Approval of case RV.23.4299, with no stipulations.**

On December 20, 2023, Planning Commission met and recommended approval of Case RV.23.4299, as submitted (vote 6-0).

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

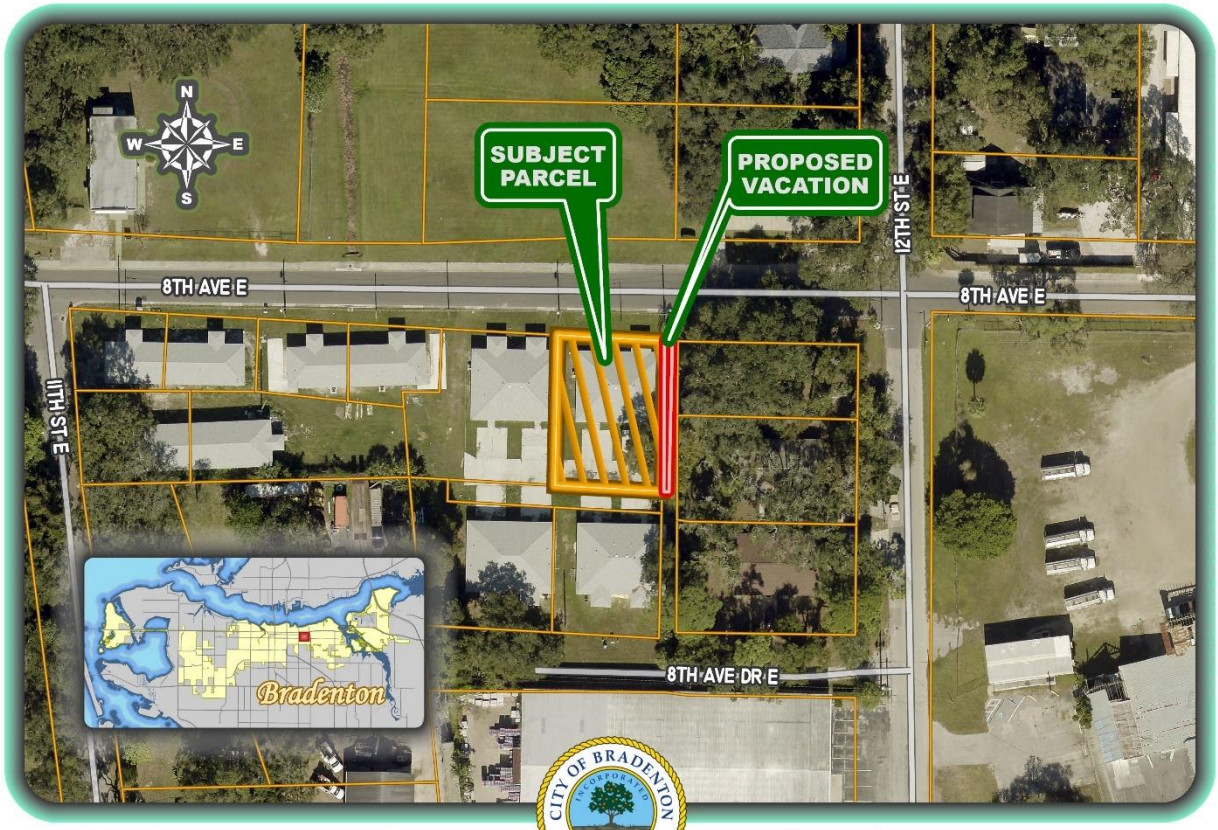
Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

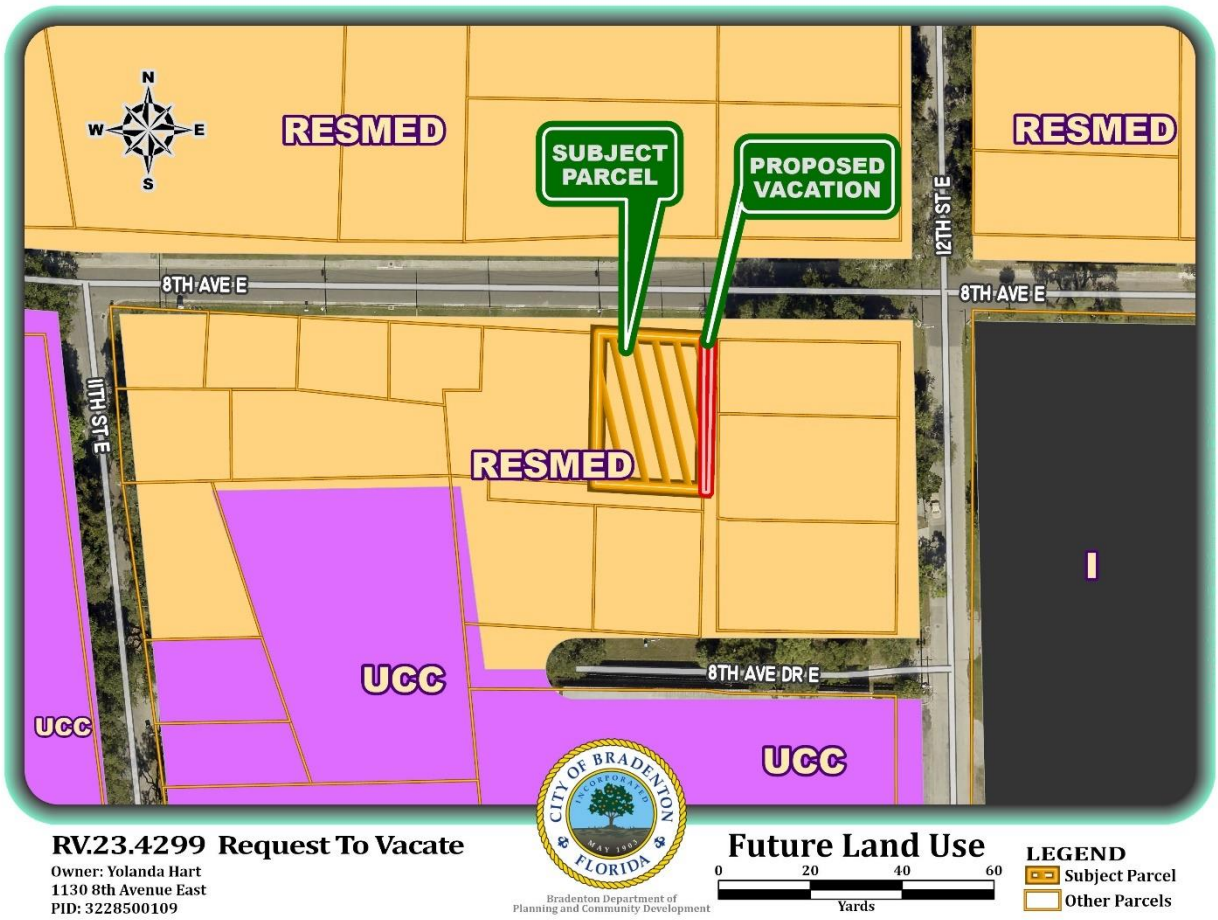
Exhibit D: Sketch of Description – Right-of-Way

Exhibit "A"



RV.23.4299 Request To Vacate
Owner: Yolanda Hart
1130 8th Avenue East
PID: 3228500109

Exhibit "B"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Owner: Yolanda Hart
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PID: 3228500109
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Bradenton Department of
Planning and Community Development
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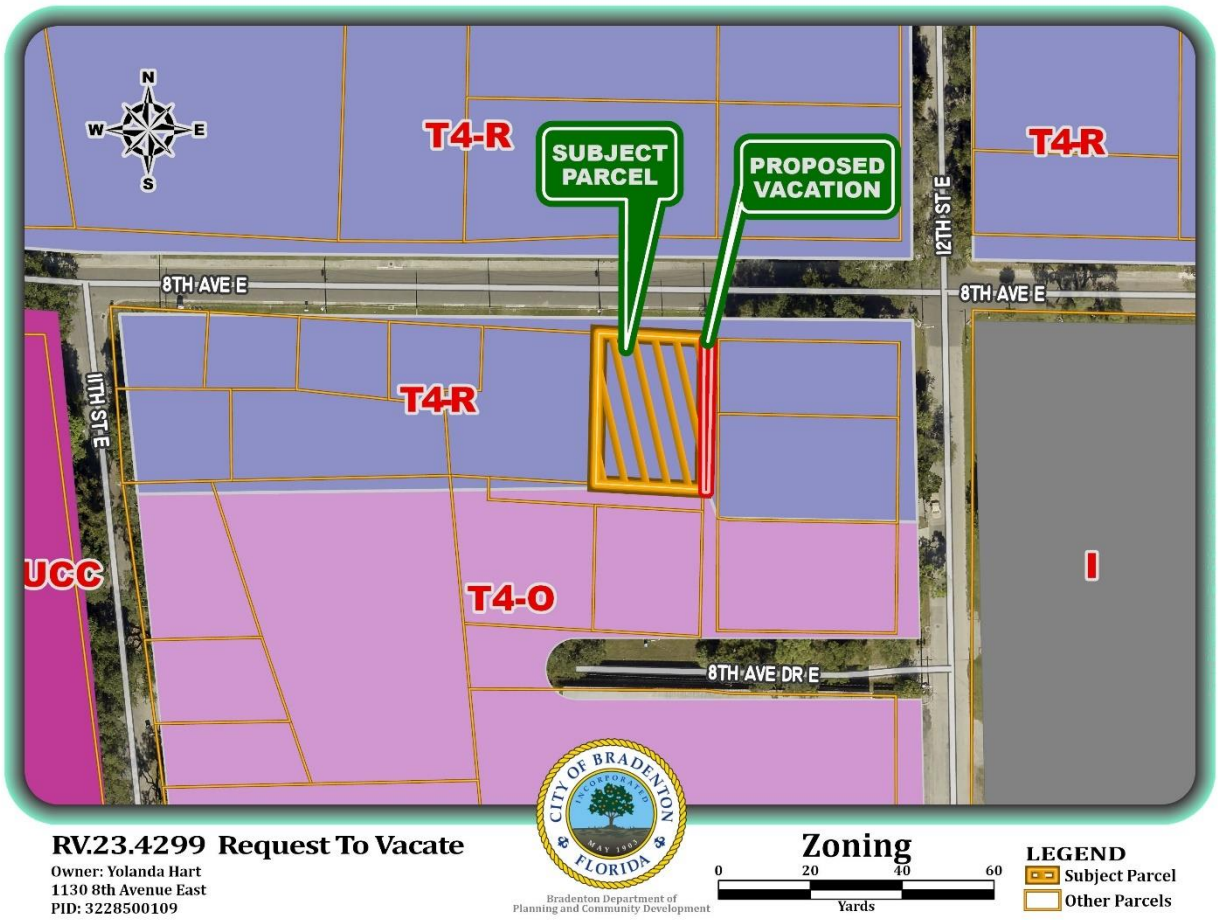
Other Parcels

Exhibit "C"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Other Parcels

Exhibit "D"

Leo Mills & Associates, Inc.
LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING
620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY

SKETCH OF DESCRIPTION - ALLEY VACATION

FOR: YOLANDA DELACRUZ HART DATE: 05-11-23

SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

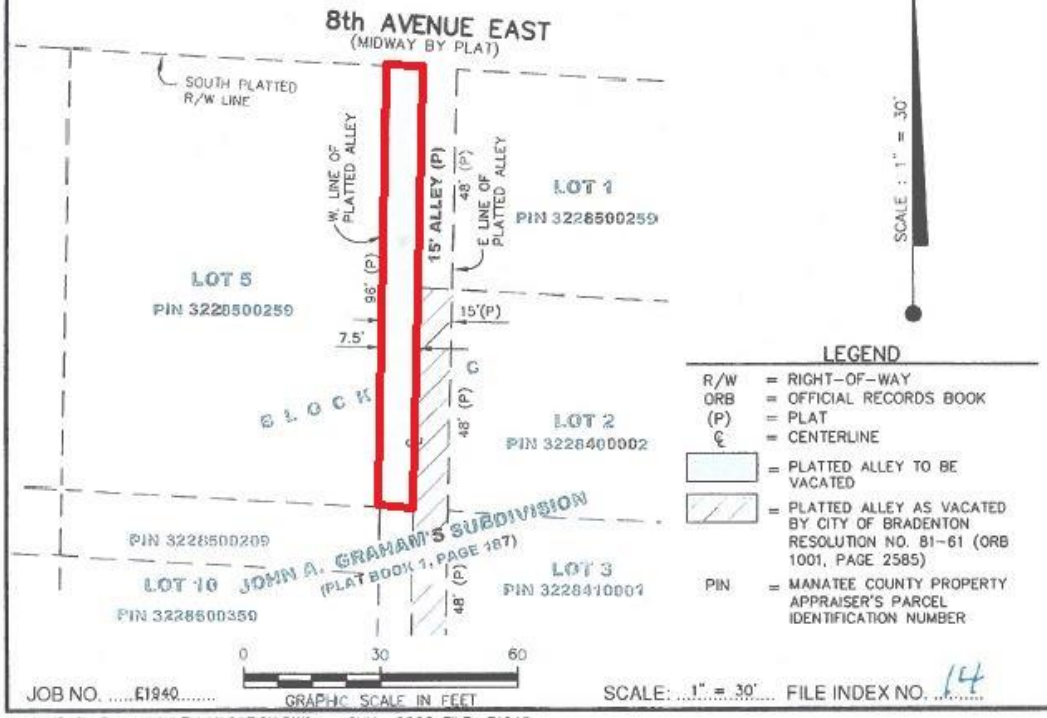
DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.

CONTAINING 709 SQUARE FEET, MORE OR LESS.

NOTES:
1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.
2. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE DESCRIPTION SHOWN HEREON WAS CREATED BY THIS FIRM FOR THE PURPOSE OF VACATING THE ALLEY AS DESCRIBED, BASED ON THE PLAT OF RECORD.
4. THIS "SKETCH OF DESCRIPTION" IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
6. THE SUBJECT LAND AS DESCRIBED CONTAINS 709 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE:
BY: _____
LEO MILLS, JR.
REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3513
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR THE DIGITAL EQUIVALENT, OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO:
YOLANDA DELACRUZ HART
BENJAMIN HART
CITY OF BRADENTON



LEGEND

R/W	=	RIGHT-OF-WAY
ORB	=	OFFICIAL RECORDS BOOK
(P)	=	PLAT
℄	=	CENTERLINE
	=	PLATTED ALLEY TO BE VACATED
	=	PLATTED ALLEY AS VACATED BY CITY OF BRADENTON RESOLUTION NO. 81-61 (ORB 1001, PAGE 2585)
PIN	=	MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER

JOB NO. E1940 SCALE: 1" = 30' FILE INDEX NO. 14

DWG. FILE: E1940-ALLEY VACATION.DWG GHM COGO FILE: E1940

City Council
January 24, 2024

Case Number: RV.23.4299 / Ord. 4024

Right-of-way vacation for property located at 1130 8th Avenue East (Parcel ID Number 3228500259) in the T4-R (General Urban Restricted) transect zoning district

Staff Contact: Greg DeLong; Asst. PCD Director

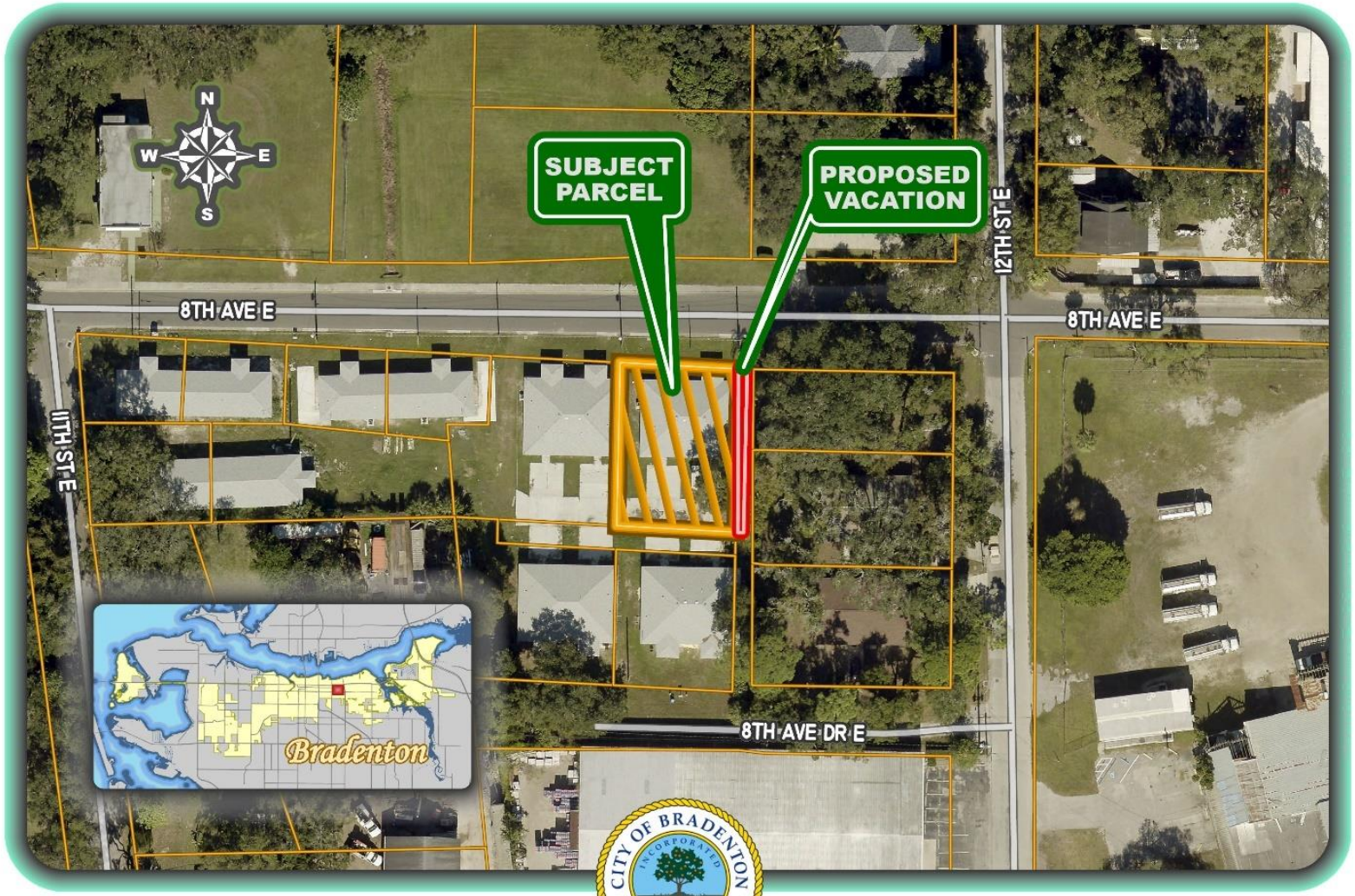
Case Information

- Applicant: Yolanda Hart (owner)
- Address: 1130 8th Avenue East
- Parcel ID Nos: 3228500259
- Area Size: Approx. 709 square feet
- Current Zoning: T4-R (General Urban Restricted – Transect District)
- FLUM Zoning: RESMED (Medium Density Residential)
- Existing Use: Unimproved alleyway
- Purpose: Alleyway right-of-way vacation

Request

- Vacate a remaining 15-foot portion (western ½) of an unimproved alley (approx. 709-sq. ft. in size)
- The subject alley is located east of 1130 8th Avenue East
- The proposed vacation vacates the remaining portion of alleyway with the previous portion (eastern ½) being vacated in August 2022, with Council approval on August 10, 2022 (Ordinance No. 3099)
- If approved, the requested portion of the right-of-way, will transfer to the owner of 1130 8th Avenue East
- The applicant is requesting the vacation in order to extend their parcel, complete the vacation of the right-of-way, and to be able to install a fence to establish a boundary between the applicant's property and the property to the east

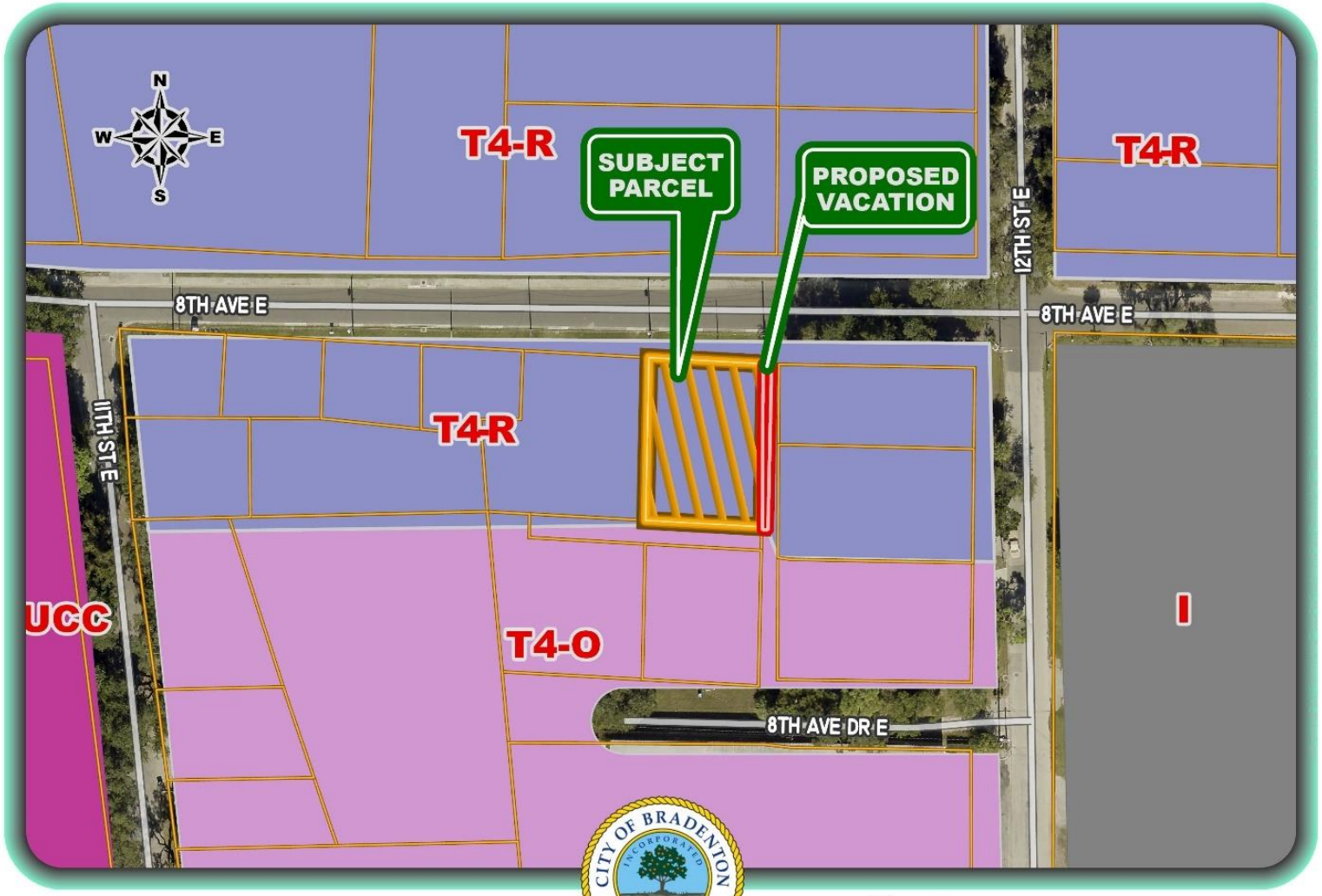
Location Map



RV.23.4299 Request To Vacate

Owner: Yolanda Hart
1130 8th Avenue East
PID: 3228500109

Zoning Map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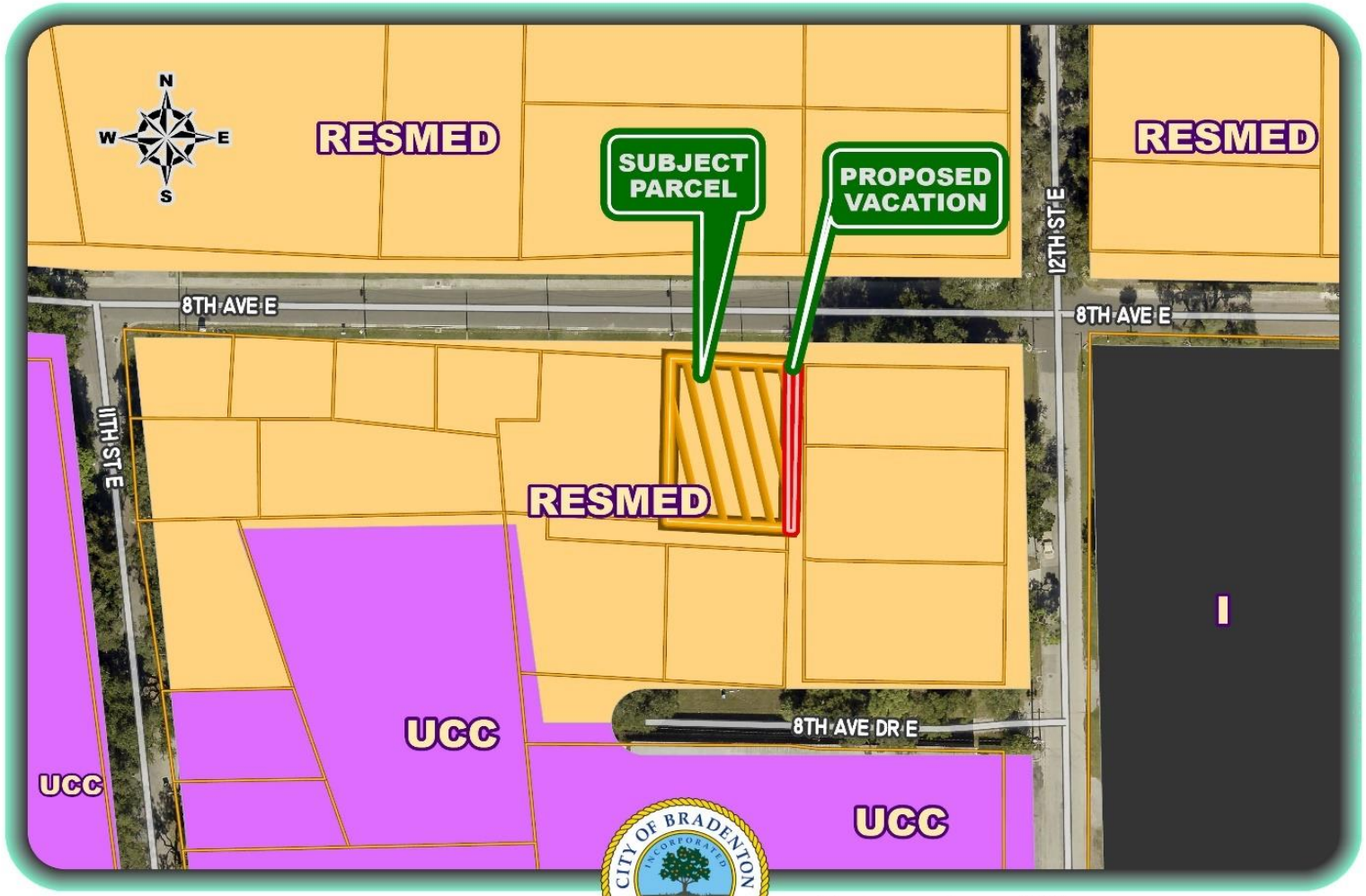
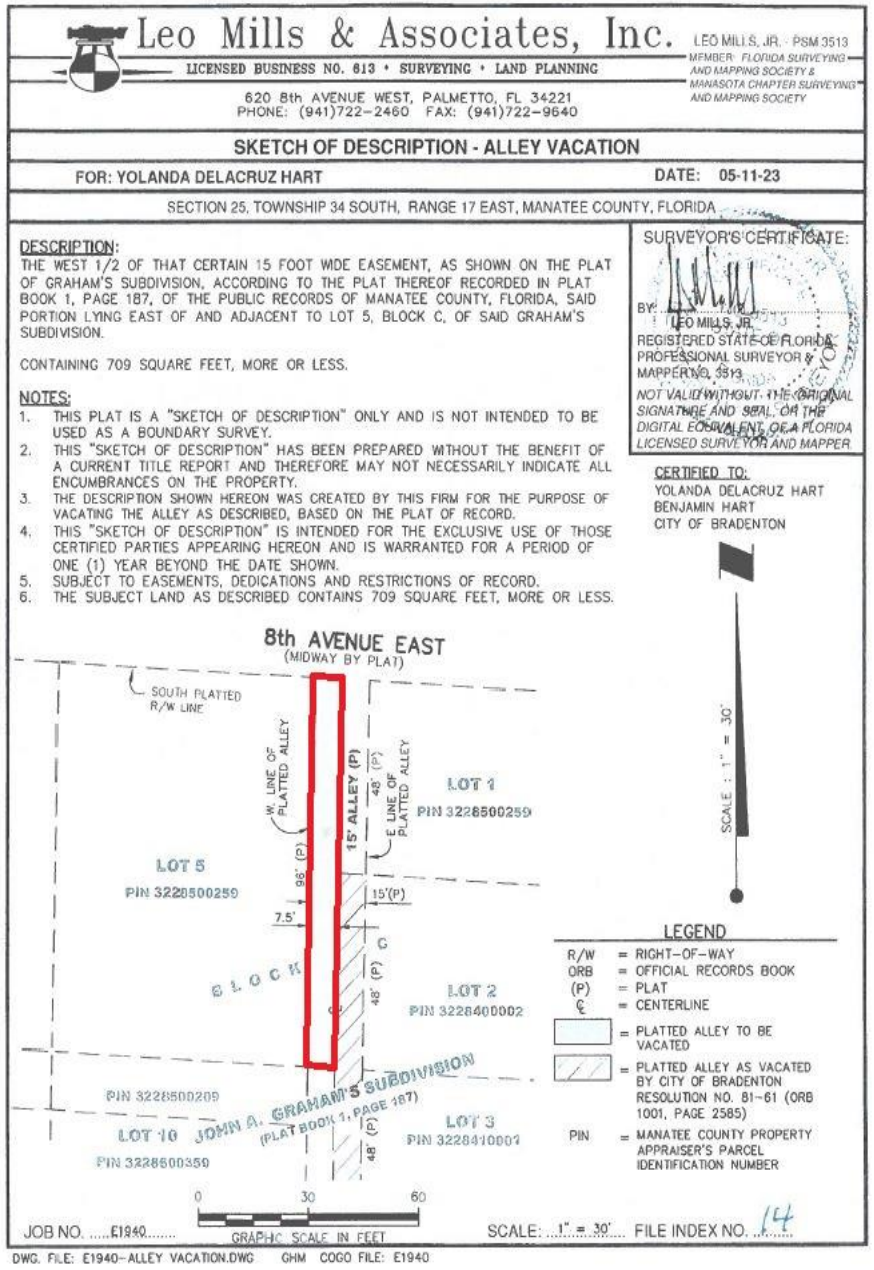
Future Land Use Map



Survey Map



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

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620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

SKETCH OF DESCRIPTION - ALLEY VACATION

FOR: YOLANDA DELACRUZ HART DATE: 05-11-23

SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.

CONTAINING 709 SQUARE FEET, MORE OR LESS.

NOTES:
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NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL EQUIVALENT OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:
YOLANDA DELACRUZ HART
BENJAMIN HART
CITY OF BRADENTON

8th AVENUE EAST
(MIDWAY BY PLAT)
SOUTH PLATTED R/W LINE
W. LINE OF PLATTED ALLEY
15' ALLEY (P)
E. LINE OF PLATTED ALLEY
LOT 1
PIN 3228500259
LOT 5
PIN 3228500259
98' (P)
48' (P)
15'(P)
7.5'
BLOCK C
LOT 2
PIN 3228400002
JOHN A. GRAHAM'S SUBDIVISION
(PLAT BOOK 1, PAGE 187)
PIN 3228500209
LOT 10
PIN 3228500359
LOT 3
PIN 3228410001
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GRAPHIC SCALE IN FEET
SCALE : 1" = 30'

LEGEND
R/W = RIGHT-OF-WAY
ORB = OFFICIAL RECORDS BOOK
(P) = PLAT
℄ = CENTERLINE
= PLATTED ALLEY TO BE VACATED
= PLATTED ALLEY AS VACATED BY CITY OF BRADENTON RESOLUTION NO. 81-61 (ORB 1001, PAGE 2585)
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JOB NO. E1940 SCALE: 1" = 30' FILE INDEX NO. 14

DWG. FILE: E1940-ALLEY VACATION.DWG GHM COGO FILE: E1940

Existing Conditions (Looking West)



Existing Conditions (Looking South)



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way's

  Key points for review include:

  - Vacation of the alley will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right of way, as demonstrated by letters of verification that were submitted with the application
    - *Letters were submitted by all utility companies stating that they have no utilities in the subject portion of alley*

Recommendations

Based on Staff's findings in response to the review criteria established for the vacation of a right-of-way,
Staff recommends **Approval of case RV.23.4299, with no stipulations**

On December 20, 2023, Planning Commission met and recommended approval of Case RV.23.4299, as submitted (vote 6-0)

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
December 20, 2023

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Darin Autrey-Vice Chair, Michael Jones, Michael Neal, Kurt Landefeld, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Asst. Director, Planning and Community Development, Jamie Schindewolf-Sr. Planner, Monica Friedl-City Planner, Lori Brunner-Planning and Community Development Administrative Assistant, David Cronkhite-City Surveyor, Duette Hart-Project Design Specialist.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Roll Call
4. Motion to approve the October 18, 2023 Meeting Minutes by Commissioner Neal, and seconded by Commissioner Green.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

STAFF COMMENT

PCD Assistant Greg DeLong introduced two new staff members.
Duette Hart, Public Works Project Design Specialist and Monica Friedl, City Planner.

AGENDA ITEMS:

1. **Scrivener's Error:** Correct approved resolution number from RES 23-72 to RES 23.2988.

Staff Recommendation: Jamie Schindewolf presented the correction to approve the Resolution which was included in the Commission packets.

Motion: Commissioner Autrey motioned to approve the resolution and Commissioner Neal seconded the motion. Motion passed unanimously.

2. **Ordinance 4024, Case Number RV.23.4299:** Request filed by Yolanda Hart, owner, for a right-of-way vacation for property located at 1130 8th Avenue East (Parcel ID Number 3228500259) in the T4-R (General Urban Restricted) transect zoning district.

Staff Recommendation: Greg DeLong spoke on behalf of the City. He presented a map and a survey of the property. Staff recommends approval.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

3. **Case Number AD.23.4865:** Resolution granting a Form Based Code (FBC) Adjustment for an additional projecting wall sign to be located on the western façade of a building located at 1402 13th Street West (Parcel ID 4436200059) in the T-4O (General Urban Open) transect zoning district. Additional request to exceed the dimensional standards for projecting signs in the T-4O district. Application filed by Framework Group, LLC, agent for Pearl Homes Partnership Eight, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is for a Form Based Code adjustment of a wall sign. Staff recommends approval.

Applicant: Hanna French, Framework Group, 1211 N. Westshore Blvd., Tampa, FL.
No presentation; she stated that staff was very thorough.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve and Commissioner Jones seconded. Motion passed unanimously.

4. **Resolution 24-01, Case Number SU.23.4849:** Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; for property located at 1201 1st Avenue West (Parcel ID Number 3325500001) in the T5 (Urban Center) transect zoning district. Application filed by Amanda Hessein of Rutledge Ecenia, PA, agent for Players Point Hotel, LLC (owner).

Staff Recommendation: Mr. DeLong spoke on behalf of the City. He presented a location map which shows 8 tables with 4 seats each, and the spacing. Staff recommends approval with stipulations listed.

Chair Ben Bakker asked if the tables will be taken in at night. Mr. DeLong discussed briefly with City Attorney Scott Rudacille who stated that there is a conflict concerning this requirement. He asked Nancy Myer, who will check on the requirements and the codes.

DRAFT

Applicant: Nate Greer, representative for Oak & Stone, 5514 Pleasant View Ct., Bradenton, FL. Mr. Greer stated that the tables will be locked to the pavement or brought inside if needed. He discussed spacing for walk-through and will comply with the requirements.

The Commissioners discussed traffic and planters, as well as spacing measurements.

Mr. DeLong stated that tables need to be out of sight after hours.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Landefeld motioned to approved with the identified stipulations. Commissioner Green seconded. Motion passed unanimously.

5. **Ordinance 4027, Case Number PDP.23.4841:** Request filed by Matthew J. Morris P.E. of Morris Engineering & Consulting, LLC for a zoning atlas amendment to rezone properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007) from R-2 (Medium Density Residential) to the PDP (Planned Development Project) zoning district.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. She presented maps and stated that this is a re-zone request. Staff recommends getting updated plans and will follow-up with all concerned. Ms. Schindewolf also stated that they have had some public concerns, but just for information.

Chair Bakker asked about these paired villas, or duplexes, in the code or if it's something new. Robin Singer clarified that these are condo plats and they are looking at ordinances for the future. Commissioner Neal discussed that these are handled like townhouses. Commissioner Autrey asked for clarification of the wall between the units.

Applicant: Kyle Grimes, Grimes Galvano, 1023 Manatee Ave. W., Bradenton, FL, on behalf of the applicant. He stated that Ms. Schindewolf did a good job explaining the re-zoning from R-2 to PDP. It is the same number of units; 66. It also allows individual sales of the units. He introduced Linda Stewart. Linda Stewart, Morris Engineering, 6197 Professional Parkway, Sarasota, FL. Ms. Stewart stated that the parking lot will be asphalt. She went over the site plan and is asking for approval. She also clarified that the ponds are retention.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

DRAFT

Motion: Commissioner Autrey motioned to approve with the stipulation to reduce the buffer from 25 feet to 20 feet. Commissioner Neal seconded. Motion passed unanimously.

6. **Preliminary Subdivision Plat: Case Number SP.23.4843:** Request for Preliminary Plat approval in a Planned Development Project (PDP) zoning district for properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007). Application filed Matthew J. Morris P.E., Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is a request for approval of the preliminary plat; re-zone to PDP. Staff recommends approval.

Applicant: Kyle Grimes, Grimes Galvano, stated that Ms. Schindewolf stated everything that has been covered.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

Discussion Items:
2024 Meeting dates were discussed. (Calendar was in Commission packets).

Motion: Commissioner Neal motioned to approve. Commissioner Green seconded. Motion passed unanimously.

Reports from Special Study Committee: None

Director's Report: Ms. Singer went over the Visioning process. There will be public input starting in February. City Council will attend. The City will put the word out and have a kick-off session. Then there will be a summary and an on-line survey for the expectations for the City. Also, Matt Lewis from Stantec is the primary contact and may be emailing the Commissioners.

Ms. Singer also stated that the Art Center is under way, as well as Riverview 6 and 920.

Mr. DeLong discussed the Commissioner packets and giving better quality to the Commissioners. They will be moved to one month instead of 3 weeks.
He and his staff will also be working on some special projects.

DRAFT

Adjournment: The meeting adjourned at 3:14 p.m.

Ben Bakker, Chair

NOTE: This is not a verbatim record. An audio recording of the meeting is available for a fee upon request.

DRAFT

AGENDA ITEM NO. 9.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4029 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Being the First Reading, no action is needed. Following F.S. 163.361, the Second Reading and the public hearing are scheduled for January 24, 2024.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Per Florida Statute 163.361, the Community Redevelopment Agency of the City of

Bradenton recommends the amendment of the Central Community Redevelopment Area's community redevelopment plan. This first reading and public hearing on the proposed modification has been publicly noticed in a newspaper with general circulation in the agency's area of operation. The Agency has reported the proposed modifications to each taxing authority in writing by certified mail. The January 24, 2024, second hearing of this ordinance will comply with the thirty-day notice period to Manatee County.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
No motion is needed for the First Reading.

ATTACHMENTS:
Ordinance 4029
Central CRA Redevelopment Plan

ORDINANCE 4029

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a Community Redevelopment Plan (the "CRP") must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City Council, by Resolution No. 00-39 on June 14, 2000, created a community redevelopment area now known as the Central Community Redevelopment Area; and

WHEREAS, the City Council, by Resolution 1-01, on September 20, 2001, approved a CRP for the Central Community Redevelopment Area, which has been subsequently amended by ordinance and/or resolution; and

WHEREAS, the City Council, by Ordinance No. 2967 on June 24, 2015, declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the Central Community Redevelopment Area; established the Community Redevelopment Agency (the "CRA") to serve as the agency for all community redevelopment areas of the City of Bradenton, including the Central Community Redevelopment Area; and appointed the City Council of the City of Bradenton to serve as the governing body of the CRA (the "CRA Board"); and

WHEREAS, the CRA Board desires to amend the Central Community Redevelopment Area's CRP as attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the CRA Board held a public meeting on September 28th, 2023, to review and discuss the proposed Central CRP, and at that meeting, the CRA Board

adopted Resolution 2023-05, recommending that the City Council approve the proposed Central CRP; and

WHEREAS, the Planning Commission held a public meeting on October 18th, 2023, to review and discuss the amended Central CRP's compliance with the City of Bradenton's comprehensive plan, and at the meeting, the Planning Commission found the amended Central CRP in compliance with the comprehensive plan; and

WHEREAS, the notice and public hearing requirements of Sections 163.346 and 163.361, Florida Statutes, have been met prior to the approval of this Ordinance by the City Council of the City of Bradenton; and

WHEREAS, the City Council desires to approve and adopt the amended Central CRP.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

Section 1. **Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference and are deemed a material part of this Ordinance.

Section 3. Compliance with Comprehensive Plan. The City Council hereby finds, determines, and declares that the amended Central CRP conforms to the City of Bradenton's comprehensive plan. A copy of the amended Central CRP is attached hereto and incorporated herein as Exhibit "A."

Section 4. Approval and Adoption of Amended Central Community Redevelopment Plan. The City Council does hereby approve and adopt the amended Central CRP attached hereto and incorporated herein as Exhibit "A" and authorizes and directs the Bradenton Community Redevelopment Agency for the City of Bradenton to proceed with the implementation of the same.

Section 5. Repeal of Ordinances and Resolutions in Conflict. This Ordinance hereby repeals all ordinances and resolutions, or parts thereof, in conflict herewith to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 7. Effective Date. This ordinance shall become effective as provided by law.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this _____ day of _____, 2024.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

BY: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

Community Redevelopment Agency of the City of Bradenton, Florida

Sustainable Redevelopment Plan

Central

Dr. Jeff Burton, FRA-RA
12-6-2023

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE-CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman
Lisa Gonzalez Moore
Jayne Kocher

LEGAL
Scott Rudacille, P.A.
Marisa J. Powers, P.A.

AGENCY
Jeff Burton, PhD, FRA-RA
Christopher Munyon, FRA-RP
Karen Kyser
Jean Farmer











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1. DEFINITION

1.1. Act

The Community Redevelopment Act of 1969.[1]

1.2. Affordable Housing

Affordable housing is defined in terms of the income of the people living in the home. The family must be income-eligible. Income eligibility is determined by area median income (AMI), adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of the AMI.
1.2.2 Very low income describes a family at or below 50% of the AMI.
1.2.3 Low income describes a family at or below 80% of the AMI.
1.2.4 Moderate [workforce] income describes a family at or below 120% of the AMI (at or below 100% of median income for federal programs).

The Department of Housing and Urban Development (HUD) determines the AMI by county or Metropolitan Statistical Areas (MSAs). AMIs are updated annually by HUD.[2]

1.3. Area

A Florida Statute designated redevelopment area.[3]

1.4. Blighted Area or Blight

An Area in which there are a substantial number of *deteriorated* or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic distress*; and in which two or more of the following factors are present:

1.4.1 The predominance of *defective* or *inadequate* street layouts, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the Area for ad valorem tax purposes have yet to show any appreciable increase over the five years before the finding of such conditions.
1.4.3 Faulty lot layout concerning size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 Deterioration of site or other improvements.
1.4.6 More adequate and updated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates are higher in the Area than in the remainder of the county or municipality.
1.4.10 Fire and emergency medical service calls to the Area are proportionately higher than in the remainder of the county or municipality.

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1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.11 The Area's crime incidence is higher than in the remainder of the county or municipality.
1.4.12 A more significant number of violations of the Florida Building Code in the Area than those recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or *defective* or unusual conditions of title that prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse environmental conditions caused by a public or private entity.
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity have yet to be adequately repaired or stabilized.

However, the term "Blighted Area" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the Agency or by resolution, that the Area is blighted. Such agreement or resolution must be limited to a determination that the Area is blighted to qualify for the tax credits authorized in Florida statute chapter 220.[4]

1.5. Board of Commissioners (Board)

Oversite group for the Agency and is appointed by the *Governing Body*. The Bradenton City Council appointed itself as the Board for this *Agency* on June 24, 2015.[5]

1.6. Brownfield Area

A contiguous area of one or more brownfield sites, some of which may not be contaminated and which has been designated by a local government by resolution. Such areas may include all or portions of redevelopment areas, enterprise zones, empowerment zones, other such established *economically* deprived communities and areas, and Environmental Protection *Agency*-designated brownfield pilot projects.[6]

1.7. Brownfield Site

This means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.[7]

1.8. Conservation

This means the following:

1.8.1 Careful preservation and protection of something.
1.8.2 Planned natural resource management to prevent exploitation, destruction, or neglect.
1.8.3 The preservation of a physical quantity during transformations or reactions. [8]

1.9. Community Advisory Committee (CAC)

An advisory subcommittee to the *Board*.

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4 FLORIDA STATUTE 163.340 (8)
5 CITY OF BRADENTON ORDINANCE 2967
6 FLORIDA STATUTE 376.79 (5)
7 FLORIDA STATUTE 376.79 (4)
8 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for and increasing the perceived risks of engaging in criminal activity through the visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.[9]

1.11. Community Redevelopment (Redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, for the reduction or prevention of crime, or the provision of *affordable housing*, whether for rent or sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and redevelopment in an *Area* or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and *economically distressed*, or rehabilitation or conservation in an *Area*, or any combination or part thereof, following a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.11.1 One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and

1.12.1 The rehabilitation, *conservation*, or redevelopment, or a combination thereof, of such Area or Areas, including, if appropriate, the development of housing that residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[10]

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform redevelopment in the *Area* according to Florida Statute.[11] The *Agency* also refers to the Community Redevelopment staff for this document.

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure allows commercial, industrial, multifamily, and nonprofit property *owners* to obtain low-cost, long-term financing for energy efficiency, renewable energy, and wind-hardening projects.[12]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and make sense of

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9 FLORIDA STATUTE 163.340 (23)
10 FLORIDA STATUTE 163.355 (2)
11 FLORIDA STATUTE 163.340 (1)
12 HTTPS://WWW.FDFCBONDS.COM/CPACE

community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[13]

1.15. Defective

Having a defect or flaw: imperfect in form, structure, or function.[14]

1.16. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed, and loss of effectiveness.[15]

1.17. Disseminated

To spread abroad as though sowing seed. To disperse throughout.[16]

1.18. Distress

To subject to great strain or difficulties.[17]

1.19. Economic

Relating to, or based on, the production, distribution, and consumption of goods and services.[18]

1.20. Elderly

Persons 62 years of age or older.[19]

1.21. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[20]

1.22. Gentrification

a process in which a poor area (as of a city) experiences an influx of middle-class or wealthy people who renovate and rebuild homes and businesses and which often results in an increase in property values and the displacement of earlier, usually poorer residents. [21]

1.23. Governing Body

The council, commission, or other legislative body that is charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[22]

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13 HTTPS://WWW.CPTED.NET/
14 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DEFECTIVE
15 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)
16 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISSEMINATE
17 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISTRESS
18 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ECONOMIC
19 FLORIDA STATUTE 420.503 (16)
20 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ENVIRONMENT
21 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/GENTRIFICATION
22 FLORIDA STATUTE 163.340 (3)

1.24. Historic Preservation

The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic preservation properties.[23]

1.25. Inadequate

Not enough or good enough.[24]

1.26. Increment Revenue

The non-ad valorem tax funds are placed in an *Agency*'s trust fund to generate redevelopment in its *Area*.[25]

1.27. Institute For Business & Home Safety FORTIFIED program

FORTIFIED is a voluntary construction and re-roofing Program designed to strengthen homes and commercial buildings against specific types of severe weather, such as high winds, hail, hurricanes, and even tornados.[26]

1.28. Institute For Business & Home Safety OPEN FOR BUSINESS Program

The OFB-EZ (Open for Business-EZ) toolkit helps small businesses take important steps they need to keep functioning in the event of a major disaster or even a small business disruption.[27]

1.29. Intensify

To grow more substantial or more acute.[28]

1.30. Liability

A disadvantage.[29]

1.31. National Flood Insurance Program (NFIP)

Created by Congress in 1968, the National Flood Insurance Program (NFIP) provides insurance to help reduce the socio-*economic* impact of floods. Flood insurance is a separate policy that can cover buildings, the contents of a building, or both.[30]

1.32. Non-Conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been legally continued and which does not conform to the [current] regulations.[31]

1.33. Occupant

See Tenant.

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23 FLORIDA STATUTE 267.021
24 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INADEQUATE
25 DR. JEFF BURTON
26 HTTPS://FORTIFIEDHOME.ORG/
27 HTTPS://IBHS.ORG/BUSINESSDISASTERRECOVERY/
28 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INTENSIFY
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/LIABILITY
30 HTTPS://WWW.FLOODSMART.GOV/ABOUT
31 2021 INTERNATIONAL ZONING CODE

1.34. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.[32]

1.35. Property Accessed Clean Energy (PACE)

A Florida public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements.[33]

1.36. Redevelopment Plan (Plan)

The approved redevelopment directions exist from time to time for an *Area*.[34]

1.37. Rehabilitate

This means the following:

1.36.1 To restore to a former capacity.
1.36.2 To convert to good repute.
1.36.3 Reestablish the good name of.
1.36.4 Restore to a former state.
1.36.5 Restore or bring to a condition of health or helpful and constructive activity.[35]

1.38. Remediate

To make (something) the target of remedial action: to provide a remedy.[36]

1.39. Revitalize

To give new life or vigor.[37]

1.40. Slum Area or Slums

An area having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or non-residential, which are impaired because of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

1.39.1 The presence of *inadequate* ventilation, light, air, sanitation, or open spaces provision.
1.39.2 High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code,
1.39.3 Conditions endangering life or property by fire or other causes.[38]

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32 BRADENTON CODE OF ORDINANCES SEC 1.2
33 HTTPS://FLORIDAPACE.GOV/ABOUT-PACE/
34 FLORIDA STATUTE 163.340 (11)
35 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REHABILITATE
36 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REMEDIATE
37 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REVITALIZE
38 FLORIDA STATUTE 163.340 (7)

1.41. Social

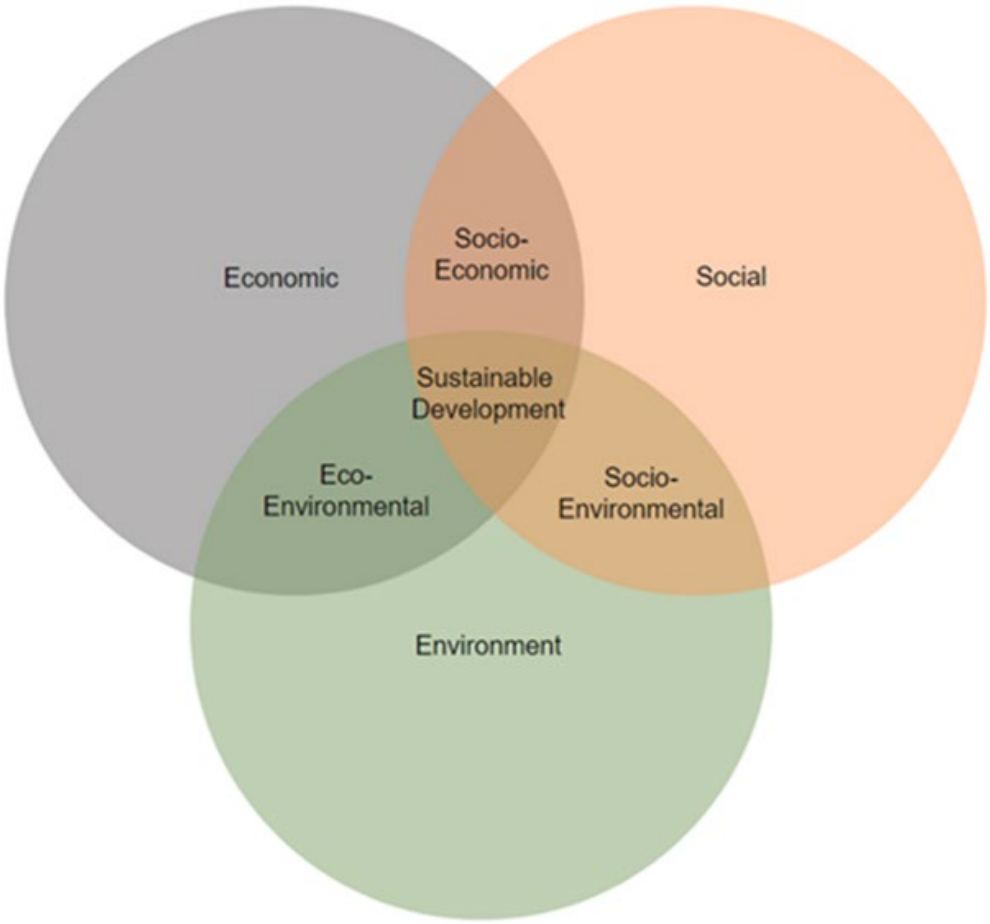
Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[39]

1.42. Sustainable Economic Development

A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[40] See *Sustainable Economic Development* Venn Diagram.

1.43. Sustainable Redevelopment

New construction on a site having pre-existing uses. *Sustainable redevelopment* represents a process of land development that *revitalizes* the physical, *economic*, and *social* fabric of urban space.[41]



Sustainable Economic Development Venn Diagram

39 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
40 DR. EDWARD B. BARBIER (1987)
41 CAVES, R. W. (2004). ENCYCLOPEDIA OF THE CITY. ROUTLEDGE. PP. 556. ISBN 9780415252256.

2. ECONOMIC

2.1. Goal

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit economies, *disseminated* through using redevelopment, safety, and a vibrant, diverse, developing, and *redeveloping community*. The *Agency* may also engage its resources to improve the *Area*'s minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

2.2. Redevelopment

2.2.1 Intent

2.2.1.1 The *Agency* may encourage commerce according to the following activities:

2.2.1.1.1 To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan*'s provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[42]

2.2.1.1.2 Removal of *blighted* conditions that include areas that lead to *economic distress*[43] and *economic* and *social liabilities* that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities. [44]

2.2.1.1.3 Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[45]

2.2.1.1.4 *Revitalize*, *rehabilitate*, and *redevelop* the *Governing Body* designated deteriorating and *economically distressed* coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[46 and 47]

2.2.1.1.5 Tax base preservation and enhancement. [48 and 49]

2.2.2 Policies

2.2.2.1 *Increment revenue* incentives, grants, and other funding may be used for the following:

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42 FLORIDA STATUTE 163.345 (1)
43 FLORIDA STATUTE 163.340 (8)
44 FLORIDA STATUTE 163.340 (1)
45 FLORIDA STATUTE 163.340 (6)
46 FLORIDA STATUTE 163.340 (7)
47 FLORIDA STATUTE 163.340 (9)
48 FLORIDA STATUTE 163.335 (5)
49 FLORIDA STATUTE 163.353

2.2.2.1.1 *Revitalize* the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.[50]

2.2.2.1.2 Reduction or maintenance of natural disaster evacuation times. Ensure property protection against natural disaster exposure, [51] including the following listed from Florida Distaster.org:[52]

2.2.2.1.2.1 Drought.
2.2.2.1.2.2 Earthquake.
2.2.2.1.2.3 Extreme cold.
2.2.2.1.2.4 Flood.
2.2.2.1.2.5 Hazardous materials.
2.2.2.1.2.6 Hurricane.
2.2.2.1.2.7 Lightning.
2.2.2.1.2.8 Marine hazard.
2.2.2.1.2.9 Radiological emergency.
2.2.2.1.2.10 Space weather.
2.2.2.1.2.11 Terrorism.
2.2.2.1.2.12 Thunderstorms.
2.2.2.1.2.13 Tornadoes.
2.2.2.1.2.14 Wildfires.
2.2.2.1.2.15 Excessive warming.

2.2.2.1.3 Reduction or maintenance of long-term man-made disaster exposure to sea level rise, coastal risks,[53] and air pollutants.[54]

2.2.2.1.4 Pandemic.

2.2.2.2 Encourage, to the greatest extent feasible, private enterprise redevelopment according to the *Plan*,[55] giving special consideration to recommendations by the following:

2.2.2.2.1 *CAC*.
2.2.2.2.2 Architectural Review Board.
2.2.2.2.3 Tree & Landscape Preservation Board.
2.2.2.2.4 Planning Commission.
2.2.2.2.5 Code Enforcement Special Magistrate.
2.2.2.2.6 Nuisance Abatement Board.
2.2.2.2.7 Bradenton Housing Authority.
2.2.2.2.8 Affordable Housing Advisory Committee.
2.2.2.2.9 Public Art Advisory Board.
2.2.2.2.10 Manatee County Tourist Development Tax Advisory Board

2.2.2.3 Encourage new public and private employment,[56 and 57] and housing opportunities, especially those types that are in short supply.[58]

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50 FLORIDA STATUTE 163.371 (2)
51 FLORIDA STATUTE 163.360 (7) (E)
52 HTTPS://WWW.FLORIDADISASTER.ORG/HAZARDS/
53 HTTPS://CLIMATECENTER.FSU.EDU/TOPICS/SEA-LEVEL-RISE
54 HTTPS://FLORIDADEP.GOV/AIR/AIR/CONTENT/AIR-QUALITY-101
55 FLORIDA STATUTE 163.345
56 FLORIDA STATUTE 163.335 (1)
57 FLORIDA STATUTE 163.335 (4)
58 FLORIDA STATUTE 163.362 (8)

2.2.2.4 Encourage the sound growth of the *Area*'s taxable real property.[59]
2.2.2.5 Support the development of maker spaces or business incubators.[60]

2.3. Image

2.3.1 Intent

2.3.1.1 The *Agency* may *disseminate slum* clearance and *blighted area* redevelopment information[61] as follows:
2.3.1.1.1 File an annual report.[62]
2.3.1.1.2 Sponsor and finance dissemination of redevelopment activities and programs[63] not limited to the following:
2.3.1.1.2.1 Commerce.
2.3.1.1.2.2 Image.
2.3.1.1.2.3 Culture.
2.3.1.1.2.4 Emergency Management and Resiliency.
2.3.1.1.2.5 Housing.
2.3.1.1.2.6 Infrastructure.
2.3.1.1.2.7 Property Maintenance.
2.3.1.1.2.8 Public Safety.
2.3.1.1.3 File an annual audit.[64]
2.3.1.1.4 Apply for third-party redevelopment awards from related associations and conferences.
2.3.1.1.5 Use teachable redevelopment opportunities not limited to the following:
2.3.1.1.5.1 Relative state and national conventions.
2.3.1.1.5.2 Training courses and sessions.
2.3.1.1.5.3 University and college courses and certifications.
2.3.1.1.6 Earn certifications related to redevelopment, project management, finance, and other related activities.

2.3.2 Policies

2.3.2.1 *Disseminate* positive information that reflects the *Agency*'s programs and services through various mediums, programs, and projects.
2.3.2.2 Develop the *Agency* brand.
2.3.2.3 Maximize public opportunities to *disseminate Agency* activities and information, including the following:
2.3.2.3.1 Finance public events to thoroughly disperse and spread the *Agency*'s redevelopment information.
2.3.2.3.2 Finance events that visibly increase the presence of *community policing innovation* as an element of a *community policing innovation* plan.

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59 FLORIDA STATUTE 163.335 (1)
60 FLORIDA STATUTE 163.335 (1)
61 FLORIDA STATUTE 163.370 (2) (B)
62 FLORIDA STATUTE 163.371 (2)
63 FLORIDA STATUTE 163.370 (2) (B)
64 FLORIDA STATUTE 163.387 (8)

2.3.2.4 Establish at least one (1) *Area* Merchants' Association Main Street Program.

2.4. Property Maintenance

2.3.3 Intent

2.3.3.1 The *Agency* may *intensify* the *Governing Body*'s property maintenance activities as follows:

2.3.3.1.1 Carrying out a voluntary or compulsory repair and rehabilitation program of buildings and improvements.[65]

2.3.3.1.2 Enforcing state and local laws, codes, and regulations relating to land use, the use and occupancy of buildings and improvements, and the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.[66]

2.3.3.1.3 Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the *Area* by private enterprise[67]… including… the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.

2.3.4 Policies

2.3.4.1 Support *Governing Body* compliance by *intensify*ing compliance efforts in the *Area*.

2.3.4.2 Encourage neighborhood *conservation* by providing intensified code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

2.3.4.3 Use incentives to aid code compliance.

2.3.4.4 The *Agency* may assist in correcting *non-conformities* and inconsistent future land use issues.

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65 FLORIDA STATUTE 163.370 (2) (C) (5)
66 FLORIDA STATUTE 163.370 (H) 2.
67 FLORIDA STATUTE 163.345 (1)

3. ENVIRONMENT

3.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery. The *Agency* may also focus resources to reduce the probability of or eliminate *slums* and *blight* through infrastructure projects above and beyond the *Governing Body*'s normal standards. The *Agency* may take advantage of the special redevelopment relationship accorded to them through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

3.2 Emergency Management and Resiliency

3.2.1 Intent

3.2.1.1 The *Agency* may *intensify* existing resiliency or post-disaster rehabilitation of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs redevelopment or rehabilitation resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted area*.[68]

3.2.1.1.2 Eliminate and prevent *slums* and *blight* and encourage community rehabilitation [69,70,71, and 72,] especially by private enterprises.[73]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to [74], a focal center[75] and spread[76] of disease.

3.2.1.1.4 *Blight* leads to *economic distress*[77] and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential[78] and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[79]

3.2.1.1.5 The *Plan* and resulting revitalization and redevelopment for a coastal tourist area that is *deteriorating* and *economically distressed*[80] will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.[81]

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68 FLORIDA STATUTE 163.360 (10)
69 FLORIDA STATUTE 163.345 (1)
70 FLORIDA STATUTE 163.350
71 FLORIDA STATUTE 163.355 (2)
72 FLORIDA STATUTE 163.360 (2) (B)
73 FLORIDA STATUTE 163.345 (1)
74 FLORIDA STATUTE 163.340 (7)
75 FLORIDA STATUTE 163.335 (1)
76 FLORIDA STATUTE 163.360 (8) (A) 3.
77 FLORIDA STATUTE 163.335 (4)
78 FLORIDA STATUTE 163.340 (8) (G)
79 FLORIDA STATUTE 163.340 (8) (I)
80 FLORIDA STATUTE 163.335 (4)
81 FLORIDA STATUTE 163.360 (7) (E)

3.2.2 Policies

3.2.2.1 *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area, reduce or maintain evacuation time, and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board* and *Governing Body* deem its duration by resolution.

3.2.2.2 *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities, especially to standards such as the Insurance Industry's Institute for Business and Home Safety's Fortified and Open for Business programs or the like.

3.2.2.3 Emergency remediation activities may include any activities agreed upon by the *Board* and *Governing Body* by resolution.

3.2.2.4 *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

3.3 Infrastructure

3.3.1 Intent

3.3.1.1 The *Agency* may *intensify* the *Governing Body*'s infrastructure projects by undertaking programs and projects for the elimination of *blight* that include the following:

3.3.1.1.1 Inadequacies include street layouts, parking facilities, roadways, bridges, or transportation facilities. [82]

3.3.1.1.2 Aggravated traffic problems that substantially hamper traffic hazards.[83]

3.3.1.1.3 Lack of modern traffic requirements.[84]

3.3.1.1.4 Existing traffic congestion and lack of parks, playgrounds, other public improvements, and structures. [85]

3.3.1.1.5 *Intensify* the *Governing Body*'s maintenance programs.

3.3.2 Policies

3.3.2.1 Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years.[86]

3.3.2.2 Develop multimodal transportation corridors like Urban Transit Circulator, freight, or intermodal hubs.

3.3.2.3 Improve access to public parks and open spaces.

3.3.2.4 Support the *Governing Body* and trust fund investing taxing authority, leased placemaking destinations that encourage *economic*, *environmental*, and *social* well-being, especially in a coastal tourism area.

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82 FLORIDA STATUTE 163.340 (8) (A)
83 FLORIDA STATUTE 163.335 (1)
84 FLORIDA STATUTE 163.360 (8) (B) 2.
85 FLORIDA STATUTE 163.350
86 FLORIDA STATUTE 163.370 (3) (B)

3.3.2.5 Plan and implement large (greater than 2 acres) parks and public access to the water.
3.3.2.6 Develop linear parks, trails, and walks, especially those that connect to other *Agency Area*s and placemaking destinations.
3.3.2.7 Install Low Impact Development (LID) including permeable pavers and bioswales.
3.3.2.8 Correct existing infrastructure deficiencies, primarily Americans with Disabilities Act issues.
3.3.2.9 Support *PACE* and *C-PACE* projects.
3.3.2.10 Prioritize improvements at intersections with unusually high accident rates.
3.3.2.11 Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
3.3.2.12 Maintain existing access and seek opportunities to increase public access to the waterfront.
3.3.2.13 Plan and develop adequate park and recreational areas and facilities, considering the health, safety, and welfare of children residing in the general vicinity of the site covered by the *Plan*.
3.3.2.14 Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
3.3.2.15 Address *environmental* concerns and redevelopment related to *brownfield sites and areas*.

3.4 Remediation

3.4.1 Intent

3.4.1.1 *Environmentally rehabilitate* or *conserve* [87] [and] [88] or a combination of both to redevelop properties in the *Area*.
3.4.1.2 Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the redevelopment or reuse of *brownfield sites*.[89] [And] [90]
3.4.1.3 Encourage the designation of the *Area* as a *brownfield area*.[91]
3.4.1.4 Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield site or area*.[92] The *Agency* may be used to the fullest extent of the law to encourage redeveloping *brownfield sites and areas*. These incentives may assist as follows:
3.4.1.4.1 Financial.
3.4.1.4.2 Regulatory.
3.4.1.4.3 Technical.[93]

87 FLORIDA STATUTE 163.335 (2)
88 FLORIDA STATUTE 163.340 (9)
89 FLORIDA STATUTE 163.400 (C)
90 FLORIDA STATUTE 376.84 (A)
91 FLORIDA STATUTE 376.79 (4)
92 FLORIDA STATUTE 376.84 (A)
93 FLORIDA STATUTE 376.84

3.4.1.5 Remediation and redevelopment are public investments promoting job creation and eliminating public health and *environmental* hazards.[94]

3.4.1.6 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[95]

3.4.2 Policies

3.4.2.1 *Increment revenue* grants may be used to support the State of Florida Brownfield Redevelopment Program tax credits.

3.4.2.2 When an incentive is applied for, The *Agency* may loan property *owners* remediation funds as part of a Florida Brownfield Redevelopment Program Brownfield Site Rehabilitation Agreement (BSRA) where program tax credits are monetized.

3.4.2.3 A redevelopment grant may be applied for after a remediation loan once the state tax credits have been awarded to the *Agency*.

3.4.2.4 The *Agency* may acquire perceived *brownfield sites and areas* for remediation, tax credit collection and sale, and private-sector redevelopment.

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94 FLORIDA STATUTE 376.84
95 FLORIDA STATUTE 163.340 (N)

4. SOCIAL

4.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* in conserving and rehabilitating the *Area*. The *Agency* may focus resources on redeveloping residential and mixed-use structures, reducing or eliminating crime, and increasing public safety through *community policing innovation*s. The Agency will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

4.2 Culture

4.2.1 Intent

4.2.1.1 The *Agency* may *intensify* the *Governing Body*'s cultural activities as follows:

4.2.1.1.1 Redevelopment activities, projects, rehabilitation, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[96]

4.2.1.1.2 The rehabilitation, *conservation*, or redevelopment, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[97]

4.2.1.1.3 The susceptible *conservation* or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented, and those salvageable *slums* and *blighted areas* can be conserved and *rehabilitated* through appropriate public action.[98]

4.2.1.1.4 Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[99]

4.2.2 Policies

4.2.2.1 *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

4.2.2.1.1 Cultural sites are not limited to museums, aquariums, theatres, performing art centers, or convention centers.

4.2.2.1.2 *Historical Preservation Governing Body*, State and Federal certified sites.

4.2.2.1.3 Artistic sites certified by the *Governing Body*.

4.2.2.2 Public and private art's financial support may be considered an *increment revenue* expenditure.

4.2.2.3 Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

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96 FLORIDA STATUTE 163.340 (9)
97 FLORIDA STATUTE 163.355 (2)
98 FLORIDA STATUTE 163.335 (2)
99 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

4.3 Housing

4.3.1 Intent

4.3.1.1 The *Agency* may *intensify* the *Governing Body*'s housing stock by:

4.3.1.1.1 Providing for the *Area*'s low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[100]

4.3.1.1.2 Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[101]

4.3.1.1.3 Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[102]

4.3.1.1.4 Providing *affordable housing* to residents of low or moderate income, including the *elderly*.[103,104,105, and 106]

4.3.2 Policies

4.3.2.1 The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

4.3.2.1.1 Develop rent buydowns for workforce housing, especially for employees in the *Area*.[107]

4.3.2.1.2 Support *rehabilitation* grants for *deteriorated* housing.

4.3.2.1.3 Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

4.3.2.1.4 Incentivize developers for providing housing sites.

4.3.2.1.5 Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

4.3.2.1.6 Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

4.3.2.1.7 Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.

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100 FLORIDA STATUTE 163.360 (2) (C)
101 FLORIDA STATUTE 163.340 (9)
102 FLORIDA STATUTE 163.370 (2) (J)
103 FLORIDA STATUTE 163.335 (6)
104 FLORIDA STATUTE 163.340 (9)
105 FLORIDA STATUTE 163.340 (10)
106 FLORIDA STATUTE 163.350
107 FLORIDA STATUTE 163.340 (9)

4.3.2.1.8 Develop new methodologies for low, moderate, workforce, and market-rate housing not limited to:
4.3.2.1.9 Land trusts and land banks.
4.3.2.1.10 Rental or ownership markets.
4.3.2.1.11 Alternative energy point sourcing.
4.3.2.1.12 Pocket neighborhoods.
4.3.2.1.13 Sustainably affordable financial accommodations.
4.3.2.1.14 Natural disaster and energy resilient construction.
4.3.2.2 Support *PACE* and *C-PACE* and similar program projects.
4.3.2.3 The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less-than-market-value housing.
4.3.2.4 Incentive all new housing units, regardless of income, that meet one of the following:
4.3.2.4.1 A cost/benefit analysis over the *Agency*'s life.
4.3.2.4.2 Redevelop a *Governing Body-designated slum* or *blighted* structure.
4.3.2.4.3 *Remediate* and *redevelop* a designated brownfield site or area.

4.4 Public Safety

4.4.1 Intent

4.4.1.1 The *Agency* may *intensify* the *Governing Body*'s *community policing innovation* activities following:
4.4.1.1.1 The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.[108]
4.4.1.1.2 At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovation*s or *CPTED*.[109]
4.4.1.1.3 A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovation*s.[110]
4.4.1.1.4 The … *Plan* may provide for developing and implementing *community policing innovation*s.[111]

4.4.2 Policies

4.4.2.1 The *Agency* shall not institute *community policing innovation* unless:
4.4.2.1.1 The *Governing Body* has approved its development.
4.4.2.1.2 It is noted in the *Plan*.
4.4.2.1.3 The *Agency* may assist the *Governing Body* with the following:
4.4.2.1.3.1 The *increment revenue* funding provides for a strengthening of existing policing resources.

108 FLORIDA STATUTE 163.335 (3)
109 FLORIDA STATUTE 163.356 (3) (E)
110 FLORIDA STATUTE 163.358 (5)
111 FLORIDA STATUTE 163.370 (2) (O)

4.4.2.1.3.2 Encourage *community policing innovation* through *CPTED* in buildings, streets, and other designs.

4.4.2.1.3.3 Make use of *community policing innovation* as defined by its *redevelopment* definition.

4.4.2.1.3.4 Make use of *CPTED*.

4.4.2.1.3.5 Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.

4.4.2.1.3.6 Address homelessness and vagrancy issues.

5. STATUTORY POWERS

5.1 GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

5.1.1 Intent

5.1.1.1 It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* following this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

5.1.2 Policies

5.1.2.1 Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

5.1.2.2 *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

5.1.2.3 If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

5.1.2.4 Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

5.1.2.5 Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

5.1.2.6 Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

5.1.2.7 Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

5.1.2.8 Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

5.1.2.9 Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

5.1.2.10 The *Agency* is not authorized with the following powers:

5.1.2.10.1 Eminent domain.[112]

5.1.2.10.2 Construct or expand administrative buildings for public bodies or police and fire buildings unless each taxing authority agrees to such method of financing for the construction or expansion or unless the construction or expansion is contemplated as part of a *community policing innovation*.[113]

5.1.2.10.3 Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.[114]

5.1.2.10.4 General government operating expenses unrelated to the planning and carrying out of a *Plan*.[115]

5.1.2.10.5 Fund third-party entity administrative, project, or program costs not associated with this *Plan*.[116]

112 FLORIDA STATUTE 163.335 (7)
113 FLORIDA STATUTE 163.370 (3) (A)
114 FLORIDA STATUTE 163.370 (3) (B)
115 FLORIDA STATUTE 163.370 (3) (C)
116 JEFF ORIS

6. STATUTORY REQUIRED ELEMENTS OF THE PLAN

6.1 GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must follow the *Plan*, which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document that must be evaluated and amended regularly to accurately reflect changing conditions and community objectives.

6.1.1 Intent

6.1.1.1 Chapter 163.362 specifies the contents of a *Plan*. The statute's text is shown below in italics, followed by the location in the *Plan* documents where each required element can be found. Intents of the *Plan*. --Every *Plan* shall:

6.1.1.1.1 Contain a legal description of the *Area*'s boundaries and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

6.1.1.1.2 Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

6.1.1.1.3 Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

6.1.1.1.4 The approximate number of dwelling units.

2,000

6.1.1.1.5 Such property is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the Area may be intended for the proposed uses

6.1.1.1.6 If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element that describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:
Resident relocation is nominal, as most of the projects are scheduled on government-owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are designed to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services, and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting the school population.

6.1.1.1.7 Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield site and area remediation*, parks, parking, parking garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan***.**

6.1.1.1.8 Contain adequate safeguards that the *redevelopment* work will be carried out under the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out. The *Plan* referred to the Act, grants, incentives, programs, and projects polices were referenced to the *Plan*.

6.1.1.1.9 Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate, the *Agency* will impose covenants on property sold or leased to regulate the property, particularly with project use and design, to effectuate this *Plan*.

6.1.1.1.10 Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor. The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

6.1.1.1.11 Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

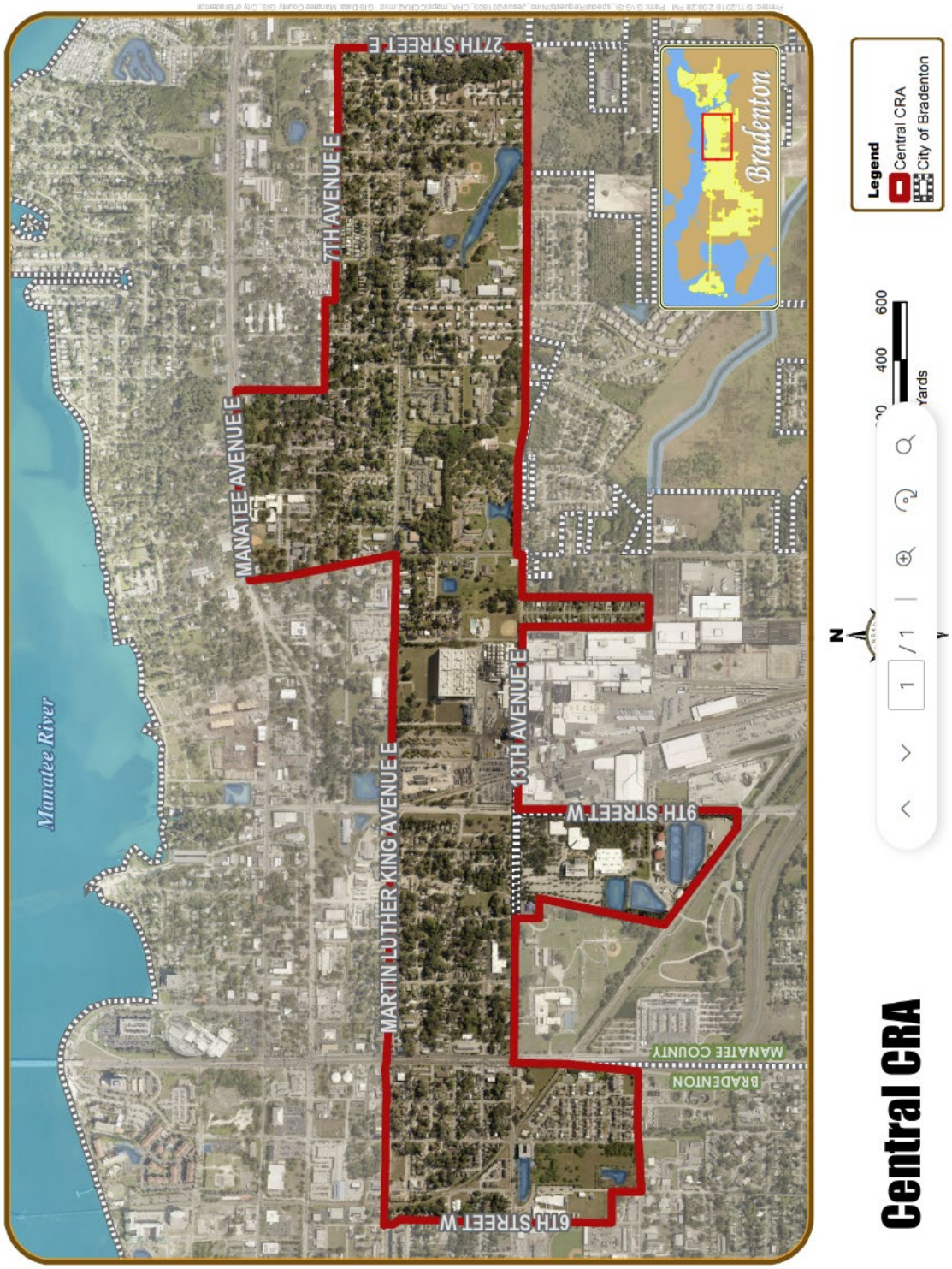
61.1.1.12 Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended according to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *redevelopment* activities financed by incremental revenues shall be completed no later than September 30th, 2040, following the adoption of this *Plan*.

APPENDIX A

BEGIN AT THE INTERSECTION OF 7TH AVENUE EAST AND 27TH STREET EAST, THEN GO SOUTH ALONG 27TH STREET EAST TO 13TH AVENUE EAST. THEN GO WEST ALONG 13TH AVENUE EAST TO A POINT THAT IS 120' EAST OF 14TH STREET EAST,THEN GO SOUTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200', THEN GO WEST ALONG THE CITY LIMIT LINE A DISTANCE OF 320', THEN GO NORTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200' TO 13TH AVENUE EAST, THEN CONTINUE WEST ALONG 13TH AVENUE EAST TO 9TH STREET EAST, THEN GO SOUTH ALONG STREET EAST FOLLOWING THE LIMIT LINE A DISTANCE OF 2230', THENCE W N88D54'10" W A DISTANCE OF 142.73', THENCE W N53D11'51"W A DISTANCE OF 1259.78". THENCE N N11D42'27"E A DISTANCE OF 1343.98', THENCE W A DISTANCE OF 188' STILL FOLLOWING THE CITY LIMIT LINE TO 6TH STREET EAST, THEN GO NORTH ALONG 6TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO 1ST STREET, THEN GO SOUTH ALONG 1ST STREET TO 17TH AVENUE WEST, THEN TO WEST ALONG 17TH AVENUE WEST TO 5TH STREET WEST, THEN GO NORTH A DISTANCE OF 260' TO 16TH AVENUE WEST, THEN GO WEST ALONG 16TH AVENUE WEST TO 6TH STREET WEST, THEN GO NORTH ALONG 6TH STREET WEST TO 13TH AVENUE WEST, THEN GO WEST ALONG 13TH AVENUE WEST TO 7TH STREET COURT WEST, THEN GO NORTH ALONG 7TH STREET COURT WEST TO 11TH AVENUE WEST, THEN GO WEST ALONG 11TH AVENUE WEST TO 8TH STREET WEST, THEN GO NORTH ALONG 8TH STREET WEST AND AN EXTENSION THEREOF TO MARTIN LUTHER KING AVENUE WEST, THEN GO EAST ALONG MARTIN LUTHER KING AVENUE WEST AND MARTIN LUTHER KING AVENUE EAST TO THE INTERSECTION OF 15TH STREET EAST, THEN GO NORTH ALONG 15TH STREET EAST TO THE INTERSECTION OF MANATEE AVENUE EAST, THEN GO EAST ALONG MANATEE AVENUE EAST TO THE INTERSECTION OF 19TH STREET EAST. THEN GO SOUTH ALONG 19TH STREET EAST TO THE INTERSECTION OF 7TH AVENUE EAST, THEN GO EAST ALONG 7TH AVENUE EAST TO THE INTERSENCTION OF 27TH STREET EAST, WHICH IS THE POINT OF BEGINNING.

APPENDIX B


27TH STREET E
7TH AVENUE E
MANATEE AVENUE E
13TH AVENUE E
MARTIN LUTHER KING AVENUE E
9TH STREET W
6TH STREET W
Manatee River
MANATEE COUNTY
BRADENTON
Bradenton
Legend
Central CRA
City of Bradenton
600
400
Yards
N
1 / 1
Central CRA

APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units (9)		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET (6)(8)					
One dwelling unit	75	60	50	50	35
Two dwelling units (9)		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS (1) IN FEET					
Principal building					
front (2) (8)	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences (7)					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT (3) IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET (4)					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE (5)	50%	60%	70%	70%	70%

* A FIVE-UNIT DENSITY BONUS IS PERMITTED WITH THE PROVISION OF AFFORDABLE HOUSING

(1) AN OVERHANG OF UP TO TWO FEET IS PERMITTED TO EXTEND INTO THE REQUIRED SETBACK UNLESS THE OVERHANG WOULD EXTEND INTO A PUBLIC FACILITIES EASEMENT. A VARIANCE OF UP TO 12 INCHES MAY BE APPROVED BY THE PCD DIRECTOR. SETBACKS SHALL BE MEASURED FROM THE RIGHT-OF-WAY UNLESS WAIVED BY THE PCD DIRECTOR PER SUBSECTION 4.1.1.

(2) SECONDARY FRONT YARD SETBACK MINIMUM IS 15 FEET.

(3) ADDITIONAL HEIGHT IS PERMITTED IF ONE FOOT IS ADDED TO THE REAR AND SIDE SETBACKS FOR EACH FOOT OF ADDITIONAL HEIGHT OF THE BUILDING.

(4) EXCLUSIVE OF GARAGES, CARPORTS OR OTHER ENCLOSED AREAS.

(5) INCLUDING BUILDING FOOTPRINT, PAVED DRIVES, PAVED TERRACES, IMPERVIOUS DECKS, SWIMMING POOLS, AND OTHER IMPERVIOUS SURFACES.

(6) REQUIRED ON ONLY ONE FRONTAGE ON A DOUBLE FRONTAGE LOT.

(7) WITH THE EXCEPTION OF FENCES, ACCESSORY BUILDINGS OR ACCESSORY STRUCTURES SHALL NOT BE PLACED ON EASEMENTS.

(8) CUL-DE-SAC LOTS MAY REDUCE LOT WIDTH AT BUILDING LINE BY 25 FEET

(9) SEE SECTION 3.4.5.6 FOR VILLAGE OF THE ARTS OVERLAY DISTRICT.

APPENDIX D

DESCRIPTION	2023	2023A	2024	2025	2026	2027	2028
REVENUES							
Increment Revenue	$ 1,605,575.88	$ 1,605,575.88	$ 1,606,452.49	$ 1,607,329.10	$ 1,608,205.71	$ 1,609,958.92	$ 1,610,835.53
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenue	$ 1,605,575.88	$ 1,605,575.88	$ 1,606,452.49	$ 1,607,329.10	$ 1,608,205.71	$ 1,609,958.92	$ 1,610,835.53
Total Revenue + Fund Balance	$ 1,605,575.88	$ 1,605,575.88	$ 1,606,452.49	$ 1,607,329.10	$ 1,608,205.71	$ 1,609,958.92	$ 1,610,835.53
EXPENSES							
OPERATIONS & MANAGEMENT							
Executive Director	$ 39,599.00	$ 25,826.29	$ 26,998.74	$ 28,244.57	$ 29,568.96	$ 30,977.52	$ 32,476.30
Assistant Director	$ 31,348.00	$ -	$ -	$ -	$ -	$ -	$ -
Program Adminstrator	$ 25,043.00	$ 13,959.34	$ 14,593.06	$ 15,266.44	$ 15,982.29	$ 16,743.63	$ 17,553.73
Public Art Coordinator	$ 5,831.00	$ 10,724.28	$ 11,211.14	$ 11,728.47	$ 12,278.42	$ 12,863.32	$ 13,485.68
CRA Manager	$ 27,719.00	$ 17,775.40	$ 18,582.36	$ 19,439.82	$ 20,351.36	$ 21,320.83	$ 22,352.39
Service Incentive	$ 754.00	$ 420.32	$ 439.40	$ 459.68	$ 481.23	$ 504.16	$ 528.55
FICA Executive Director	$ 2,394.00	$ 1,334.91	$ 1,395.51	$ 1,459.90	$ 1,528.36	$ 1,601.16	$ 1,678.63
FICA Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FICA Program Adminstrator	$ 1,557.00	$ 868.97	$ 908.42	$ 950.34	$ 994.90	$ 1,042.29	$ 1,092.72
FICA Public Art Coordinator	$ 329.00	$ 459.94	$ 480.82	$ 503.01	$ 526.60	$ 551.68	$ 578.38
FICA CRA Manager	$ 1,628.00	$ 953.36	$ 996.64	$ 1,042.63	$ 1,091.52	$ 1,143.52	$ 1,198.85
MC Executive Director	$ 560.00	$ 312.34	$ 326.52	$ 341.59	$ 357.61	$ 374.64	$ 392.77
MC Assistant Director	$ 454.00	$ -	$ -	$ -	$ -	$ -	$ -
MC Program Adminstrator	$ 364.00	$ 203.26	$ 212.49	$ 222.29	$ 232.72	$ 243.80	$ 255.60
MC Public Art Coordinator	$ 77.00	$ 141.64	$ 148.07	$ 154.90	$ 162.17	$ 169.89	$ 178.11
MC CRA Manager	$ 381.00	$ 223.08	$ 233.21	$ 243.97	$ 255.41	$ 267.58	$ 280.52
FRS Executive Director	$ 5,373.00	$ 2,995.40	$ 3,131.39	$ 3,275.88	$ 3,429.49	$ 3,592.86	$ 3,766.69
FRS Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FRS Program Adminstrator	$ 5,449.00	$ 3,038.45	$ 3,176.39	$ 3,322.96	$ 3,478.77	$ 3,644.49	$ 3,820.82
FRS Public Art Coordinator	$ 790.00	$ 1,455.39	$ 1,521.47	$ 1,591.67	$ 1,666.31	$ 1,745.68	$ 1,830.14
FRS CRA Manager	$ 3,761.00	$ 2,075.67	$ 2,169.90	$ 2,270.02	$ 2,376.47	$ 2,489.67	$ 2,610.13
HC Executive Director	$ 4,252.00	$ 2,370.35	$ 2,477.96	$ 2,592.30	$ 2,713.85	$ 2,843.13	$ 2,980.69
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HC Program Adminstrator	$ 4,252.00	$ 2,781.66	$ 2,907.94	$ 3,042.12	$ 3,184.77	$ 3,336.48	$ 3,497.90
HC Public Art Coordinator	$ 1,288.00	$ 2,370.35	$ 2,477.96	$ 2,592.30	$ 2,713.85	$ 2,843.13	$ 2,980.69
HC CRA Manager	$ 4,252.00	$ 2,370.35	$ 2,477.96	$ 2,592.30	$ 2,713.85	$ 2,843.13	$ 2,980.69
LI Executive Director	$ -	$ 91.97	$ 96.15	$ 100.59	$ 105.30	$ 110.32	$ 115.66
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LI Program Adminstrator	$ 62.00	$ 35.32	$ 36.92	$ 38.62	$ 40.44	$ 42.36	$ 44.41
LI Public Art Coordinator	$ 15.00	$ 55.37	$ 57.88	$ 60.55	$ 63.39	$ 66.41	$ 69.63
LI CRA Manager	$ 69.00	$ 40.95	$ 42.81	$ 44.78	$ 46.88	$ 49.11	$ 51.49
WC Executive Director	$ 98.00	$ 55.37	$ 57.88	$ 60.55	$ 63.39	$ 66.41	$ 69.63
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WC Program Adminstrator	$ 64.00	$ 36.05	$ 37.69	$ 39.43	$ 41.28	$ 43.24	$ 45.34
WC Public Art Coordinator	$ 14.00	$ 26.86	$ 28.08	$ 29.37	$ 30.75	$ 32.21	$ 33.77
WC CRA Manager	$ 69.00	$ 40.75	$ 42.60	$ 44.57	$ 46.66	$ 48.88	$ 51.25
CONTRACTUAL & PROFESSIONAL SERVICES							
Legal	$ 20,000.00	$ 20,000.00	$ 20,907.96	$ 21,872.73	$ 22,898.35	$ 23,989.14	$ 25,149.80
Recording	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Community Visioning	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Public Art Master Plan	$ 30,000.00	$ 30,000.00	$ -	$ -	$ -	$ -	$ -
Business Flare	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit Software	$ 333.00	$ 333.00	$ -	$ -	$ -		$ -
Audit	$ 3,332.00	$ 3,332.00	$ 3,483.27	$ 3,644.00	$ 3,814.86	$ 3,996.59	$ 4,189.96
Rental Property	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -	$ -
Demolition	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
METV	$ 9,350.00	$ 9,350.00	$ -	$ -	$ -	$ -	$ -
Security Service	$ 36,667.00	$ 36,667.00	$ 36,667.00	$ 38,000.00	$ 38,000.00	$ 40,000.00	$ 40,000.00
Soofa Maintenance	$ 6,200.00	$ 6,200.00	$ 6,481.47	$ 6,780.55	$ 7,098.49	$ -	$ -
Freebee	$ 58,240.00	$ 59,675.19	$ 62,384.31	$ 65,262.97	$ 68,323.16	$ 71,577.83	$ 75,040.96
Bank Fees	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00
Appraisal, Survey, Title, Environmental	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00
Travel and Per Diem	$ 3,550.00	$ 3,550.00	$ 3,711.16	$ 3,882.41	$ 4,064.46	$ 4,258.07	$ 4,464.09
Communication Services	$ 2,084.00	$ 2,084.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00
Freight and Postage	$ 665.00	$ 665.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00
Zeno Large Copier	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Zeno Large Copier Usage	$ 665.00	$ 665.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Rental Property Insurance	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
General Liability Insurance	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Rental Property Maintenance	$ 4,500.00	$ 4,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
CRA Owned Property Maintenance	$ 10,000.00	$ 10,000.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00
Equipment Repair and Maintenance	$ 150.00	$ 150.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Business Cards, Annual Report, Other	$ 1,333.00	$ 1,333.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00
Maintanence Printing and Binding	$ 120.00	$ 120.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Promotional Activities	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Legal Advertisment	$ 350.00	$ 350.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00
Property Tax	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Office Supplies	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00

Equipment Under 5000	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Cumputer Equipment under 5000	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Gear/Uniforms	$ 300.00	$ 300.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00
FRA Annual Dues	$ 831.00	$ 831.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00
Bradenton Herald	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
IEDC	$ 152.00	$ 152.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
FEDC	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Americans for the Arts	$ 35.00	$ 35.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
FL Association of Public Art Professionals	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Other Public Art Publications	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
CRM Software	$ 700.00	$ 700.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
CAFÉ	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Education and Training	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
CAPITAL IMPROVEMENT PROJECTS							
Land	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 500,000.00	$ 1,000,000.00	$ 500,000.00
Park Improvements and Construction	$ 250,000.00	$ 250,000.00		$ -	$ 440,000.00	$ 250,000.00	$ 500,000.00
Infrastructure	$ -	$ -	$ -	$ 239,000.00	$ 750,000.00	$ 750,000.00	$ 500,000.00
Lighting	$ 275,000.00	$ 275,000.00	$ 338,000.00	$ 400,000.00	$ 400,000.00	$ 388,000.00	$ 350,000.00
Public Art Outlay	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
REDEVELOPMENT INVESTMENT							
City of Bradenton	$ 7,081.00	$ 7,081.00	$ 7,081.00	$ 7,081.00	$ 7,081.00	$ 7,081.00	$ 7,081.00
Bank of America	$ 9,629.00	$ 9,629.00	$ 9,629.00	$ 9,629.00	$ 9,629.00	$ 9,629.00	$ 9,629.00
ASSISTANCE TO BUSINESS							
Redevelopment Grant Program	$ 212,335.00	$ 212,335.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00
Community Events	$ 40,000.00	$ 40,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
9th Ave W Commercial Cooridor	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -
Implemetation of new Master Plan	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Affordable Housing Projects	$ 250,000.00	$ 250,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00
HOPE VI -A	$ 75,000.00	$ 75,000.00	$ -	$ -	$ -	$ -	$ -
HOPE VI-B	$ 60,000.00	$ 60,000.00	$ -	$ -	$ -	$ -	$ -
TRANSFERS							
Norma Loyd Park	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
Code Enforcement	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
Community Policing	$ 269,959.00	$ 269,959.00	$ 269,959.00	$ 269,959.00	$ 269,959.00	$ 269,959.00	$ 269,959.00
City Admin Charge	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
Annual Expenses	**$ 3,195,667.00**	**$ 2,622,299.57**	**$ 3,066,631.50**	**$ 3,377,927.30**	**$ 3,688,455.31**	**$ 3,991,152.19**	**$ 3,963,574.94**


CRA
CITY OF
Bradenton

AGENDA ITEM NO. 9.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4030 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE BRADENTON COMMUNITY REDEVELOPMENT AREA TO THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; EXPANDING THE BOUNDARIES OF THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Being the First Reading, no action is needed. Following F.S. 163.361, the Second Reading and the public hearing are scheduled for January 24, 2024.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Per Florida Statute 163.361, the Community Redevelopment Agency of the City of Bradenton recommends the amendment of the Downtown Community Redevelopment Area's community redevelopment plan. This first reading and public hearing on the proposed modification has been publicly noticed in a newspaper with general circulation in the agency's area of operation. The Agency has reported the proposed modifications to each taxing authority in writing by certified mail. The January 24, 2024, second hearing of this ordinance will comply with the thirty-day notice period to Manatee County.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
No motion is needed for the First Reading.

ATTACHMENTS:
Ordinance 4030
Downtown CRA Redevelopment Plan

ORDINANCE 4030

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE BRADENTON COMMUNITY REDEVELOPMENT AREA TO THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; EXPANDING THE BOUNDARIES OF THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a Community Redevelopment Plan (the "CRP") must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City Council, by Resolution No. 79-55 on November 14, 1979, created a community redevelopment area now known as the Bradenton Community Redevelopment Area; and

WHEREAS, the City Council, by Ordinance 2264 on October 14, 1981, approved a CRP for the Bradenton Community Redevelopment Area, which has been subsequently amended by ordinance and/or resolution; and

WHEREAS, the City Council, by Ordinance No. 2967 on June 24, 2015, declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the Bradenton Community Redevelopment Area; established the Community Redevelopment Agency (the "CRA") to serve as the agency for all community redevelopment areas of the City of Bradenton, including the Bradenton Community Redevelopment Area; and appointed the City Council of the City of Bradenton to serve as the governing body of the CRA (the "CRA Board"); and

WHEREAS, the CRA Board desires to rename the Bradenton Community Redevelopment Area to the Downtown Community Redevelopment Area; and

WHEREAS, the CRA Board desires to amend the Downtown Community Redevelopment Area to expand such area to include the Bradenton's Woman's Club, an ad-valorem tax-exempt parcel located at 1705 Manatee Avenue West, as evidenced in the legal description attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the CRA Board reported the proposed expansion of the Downtown Community Redevelopment Area to each taxing authority in writing or by an oral presentation, or both, regarding such proposed expansion, as required by Section 163.361, Florida Statutes; and

WHEREAS, the CRA Board desires to amend the Downtown Community Redevelopment Area's CRP as attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CRA Board held a public meeting on September 28, 2023, to review and discuss the proposed Downtown CRP, and at that meeting, the CRA Board adopted Resolution 2023-05, recommending that the City Council rename the Bradenton Community Redevelopment Area to the Downtown Community Redevelopment Area and approving the proposed Downtown CRP; and

WHEREAS, the Planning Commission held a public meeting on October 18th, 2023, to review and discuss the amended Downtown CRP's compliance with the City of Bradenton's comprehensive plan, and at the meeting, the Planning Commission found the amended Downtown CRP in compliance with the comprehensive plan; and;

WHEREAS, the notice and public hearing requirements of Sections 163.346 and 163.361, Florida Statutes, have been met prior to the approval of this Ordinance by the City Council of the City of Bradenton; and

WHEREAS, the City Council desires to approve and adopt the amended Downtown CRP.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

Section 1. Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference and are deemed a material part of this Ordinance.

Section 2. Rename of the Bradenton Community Redevelopment Area. The City Council hereby finds, determines, and declares that the Bradenton Community Redevelopment Area is renamed the Downtown Community Redevelopment Area.

Section 3. Expansion of the Downtown Community Redevelopment Area. The City Council hereby finds, determines, and declares that the Downtown Community

Redevelopment Area is expanded to include Parcel ID No. 3370800009, with the address of 1705 Manatee Avenue West, and approximate acreage of .4994 acres or 21,756 square feet. The boundaries of the Downtown Community Redevelopment Area is amended to include this referenced parcel. The legal description for the amended CRA boundaries is attached hereto and incorporated herein as Exhibit "A;"

Section 4. Compliance with Comprehensive Plan. The City Council hereby finds, determines, and declares that the amended Downtown CRP conforms to the City of Bradenton comprehensive plan. A copy of the Downtown CRP is attached hereto and incorporated herein as Exhibit "B."

Section 5. Approval and Adoption of Amended Downtown Community Redevelopment Plan. The City Council does hereby approve and adopt the amended Downtown CRP attached hereto and incorporated herein as Exhibit "B" and authorizes and directs the Community Redevelopment Agency for the City of Bradenton to proceed with the implementation of the same.

Section 6. Repeal of Ordinances and Resolutions in Conflict. This Ordinance hereby repeals all ordinances and resolutions, or parts thereof, in conflict herewith to the extent of such conflict.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 8. Effective Date. This ordinance shall become effective as provided by law.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this_____day of _____, 2024.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

BY: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

Community Redevelopment Agency of the City of Bradenton, Florida

Redevelopment Plan

Downtown

Dr. Jeff Burton, FRA-RA
12-6-2023

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE-CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman
Lisa Gonzalez Moore
Jayne Kocher

LEGAL
Scott Rudacille, P.A.
Marisa J. Powers, P.A.

AGENCY
Jeff Burton, PhD, FRA-RA
Christopher Munyon, FRA-RP
Karen Kyser
Jean Farmer











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1. DEFINITION

1.1. Act

The Community Redevelopment Act of 1969.[1]

1.2. Affordable Housing

Affordable housing is defined in terms of the income of the people living in the home. The family must be income-eligible. Income eligibility is determined by area median income (AMI), adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of the AMI.
1.2.2 Very low income describes a family at or below 50% of the AMI.
1.2.3 Low income describes a family at or below 80% of the AMI.
1.2.4 Moderate [workforce] income describes a family at or below 120% of the AMI (at or below 100% of median income for federal programs).

The Department of Housing and Urban Development (HUD) determines the AMI by county or Metropolitan Statistical Areas (MSAs). AMIs are updated annually by HUD.[2]

1.3. Area

A Florida Statute designated redevelopment area.[3]

1.4. Blighted Area or Blight

An Area in which there are a substantial number of *deteriorated* or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic distress*; and in which two or more of the following factors are present:

1.4.1 The predominance of *defective* or *inadequate* street layouts, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the Area for ad valorem tax purposes have yet to show any appreciable increase over the five years before the finding of such conditions.
1.4.3 Faulty lot layout concerning size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 Deterioration of site or other improvements.
1.4.6 More adequate and updated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates are higher in the Area than in the remainder of the county or municipality.
1.4.10 Fire and emergency medical service calls to the Area are proportionately higher than in the remainder of the county or municipality.

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1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.11 The Area's crime incidence is higher than in the remainder of the county or municipality.
1.4.12 A more significant number of violations of the Florida Building Code in the Area than those recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or *defective* or unusual conditions of title that prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse environmental conditions caused by a public or private entity.
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity have yet to be adequately repaired or stabilized.

However, the term "Blighted Area" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the Agency or by resolution, that the Area is blighted. Such agreement or resolution must be limited to a determination that the Area is blighted to qualify for the tax credits authorized in Florida statute chapter 220.[4]

1.5. Board of Commissioners (Board)

Oversite group for the Agency and is appointed by the *Governing Body*. The Bradenton City Council appointed itself as the Board for this *Agency* on June 24, 2015.[5]

1.6. Brownfield Area

A contiguous area of one or more brownfield sites, some of which may not be contaminated and which has been designated by a local government by resolution. Such areas may include all or portions of redevelopment areas, enterprise zones, empowerment zones, other such established *economically* deprived communities and areas, and Environmental Protection *Agency*-designated brownfield pilot projects.[6]

1.7. Brownfield Site

This means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.[7]

1.8. Conservation

This means the following:

1.8.1 Careful preservation and protection of something.
1.8.2 Planned natural resource management to prevent exploitation, destruction, or neglect.
1.8.3 The preservation of a physical quantity during transformations or reactions. [8]

1.9. Community Advisory Committee (CAC)

An advisory subcommittee to the *Board*.

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4 FLORIDA STATUTE 163.340 (8)
5 CITY OF BRADENTON ORDINANCE 2967
6 FLORIDA STATUTE 376.79 (5)
7 FLORIDA STATUTE 376.79 (4)
8 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for and increasing the perceived risks of engaging in criminal activity through the visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.[9]

1.11. Community Redevelopment (Redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, for the reduction or prevention of crime, or the provision of *affordable housing*, whether for rent or sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and redevelopment in an *Area* or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and *economically distressed*, or rehabilitation or conservation in an *Area*, or any combination or part thereof, following a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.11.1 One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and

1.12.1 The rehabilitation, *conservation*, or redevelopment, or a combination thereof, of such Area or Areas, including, if appropriate, the development of housing that residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[10]

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform redevelopment in the *Area* according to Florida Statute.[11] The *Agency* also refers to the Community Redevelopment staff for this document.

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure allows commercial, industrial, multifamily, and nonprofit property *owners* to obtain low-cost, long-term financing for energy efficiency, renewable energy, and wind-hardening projects.[12]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and make sense of

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9 FLORIDA STATUTE 163.340 (23)
10 FLORIDA STATUTE 163.355 (2)
11 FLORIDA STATUTE 163.340 (1)
12 HTTPS://WWW.FDFCBONDS.COM/CPACE

community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[13]

1.15. Defective

Having a defect or flaw: imperfect in form, structure, or function.[14]

1.16. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed, and loss of effectiveness.[15]

1.17. Disseminated

To spread abroad as though sowing seed. To disperse throughout.[16]

1.18. Distress

To subject to great strain or difficulties.[17]

1.19. Economic

Relating to, or based on, the production, distribution, and consumption of goods and services.[18]

1.20. Elderly

Persons 62 years of age or older.[19]

1.21. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[20]

1.22. Gentrification

a process in which a poor area (as of a city) experiences an influx of middle-class or wealthy people who renovate and rebuild homes and businesses and which often results in an increase in property values and the displacement of earlier, usually poorer residents. [21]

1.23. Governing Body

The council, commission, or other legislative body that is charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[22]

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13 HTTPS://WWW.CPTED.NET/
14 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DEFECTIVE
15 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)
16 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISSEMINATE
17 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISTRESS
18 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ECONOMIC
19 FLORIDA STATUTE 420.503 (16)
20 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ENVIRONMENT
21 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/GENTRIFICATION
22 FLORIDA STATUTE 163.340 (3)

1.24. Historic Preservation

The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic preservation properties.[23]

1.25. Inadequate

Not enough or good enough.[24]

1.26. Increment Revenue

The non-ad valorem tax funds are placed in an *Agency*'s trust fund to generate redevelopment in its *Area*.[25]

1.27. Institute For Business & Home Safety FORTIFIED program

FORTIFIED is a voluntary construction and re-roofing Program designed to strengthen homes and commercial buildings against specific types of severe weather, such as high winds, hail, hurricanes, and even tornados.[26]

1.28. Institute For Business & Home Safety OPEN FOR BUSINESS Program

The OFB-EZ (Open for Business-EZ) toolkit helps small businesses take important steps they need to keep functioning in the event of a major disaster or even a small business disruption.[27]

1.29. Intensify

To grow more substantial or more acute.[28]

1.30. Liability

A disadvantage.[29]

1.31. National Flood Insurance Program (NFIP)

Created by Congress in 1968, the National Flood Insurance Program (NFIP) provides insurance to help reduce the socio-*economic* impact of floods. Flood insurance is a separate policy that can cover buildings, the contents of a building, or both.[30]

1.32. Non-Conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been legally continued and which does not conform to the [current] regulations.[31]

1.33. Occupant

See Tenant.

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23 FLORIDA STATUTE 267.021
24 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INADEQUATE
25 DR. JEFF BURTON
26 HTTPS://FORTIFIEDHOME.ORG/
27 HTTPS://IBHS.ORG/BUSINESSDISASTERRECOVERY/
28 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INTENSIFY
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/LIABILITY
30 HTTPS://WWW.FLOODSMART.GOV/ABOUT
31 2021 INTERNATIONAL ZONING CODE

1.34. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.[32]

1.35. Property Accessed Clean Energy (PACE)

A Florida public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements.[33]

1.36. Redevelopment Plan (Plan)

The approved redevelopment directions exist from time to time for an *Area*.[34]

1.37. Rehabilitate

This means the following:

1.36.1 To restore to a former capacity.
1.36.2 To convert to good repute.
1.36.3 Reestablish the good name of.
1.36.4 Restore to a former state.
1.36.5 Restore or bring to a condition of health or helpful and constructive activity.[35]

1.38. Remediate

To make (something) the target of remedial action: to provide a remedy.[36]

1.39. Revitalize

To give new life or vigor.[37]

1.40. Slum Area or Slums

An area having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or non-residential, which are impaired because of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

1.39.1 The presence of *inadequate* ventilation, light, air, sanitation, or open spaces provision.
1.39.2 High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code,
1.39.3 Conditions endangering life or property by fire or other causes.[38]

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32 BRADENTON CODE OF ORDINANCES SEC 1.2
33 HTTPS://FLORIDAPACE.GOV/ABOUT-PACE/
34 FLORIDA STATUTE 163.340 (11)
35 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REHABILITATE
36 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REMEDIATE
37 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REVITALIZE
38 FLORIDA STATUTE 163.340 (7)

1.41. Social

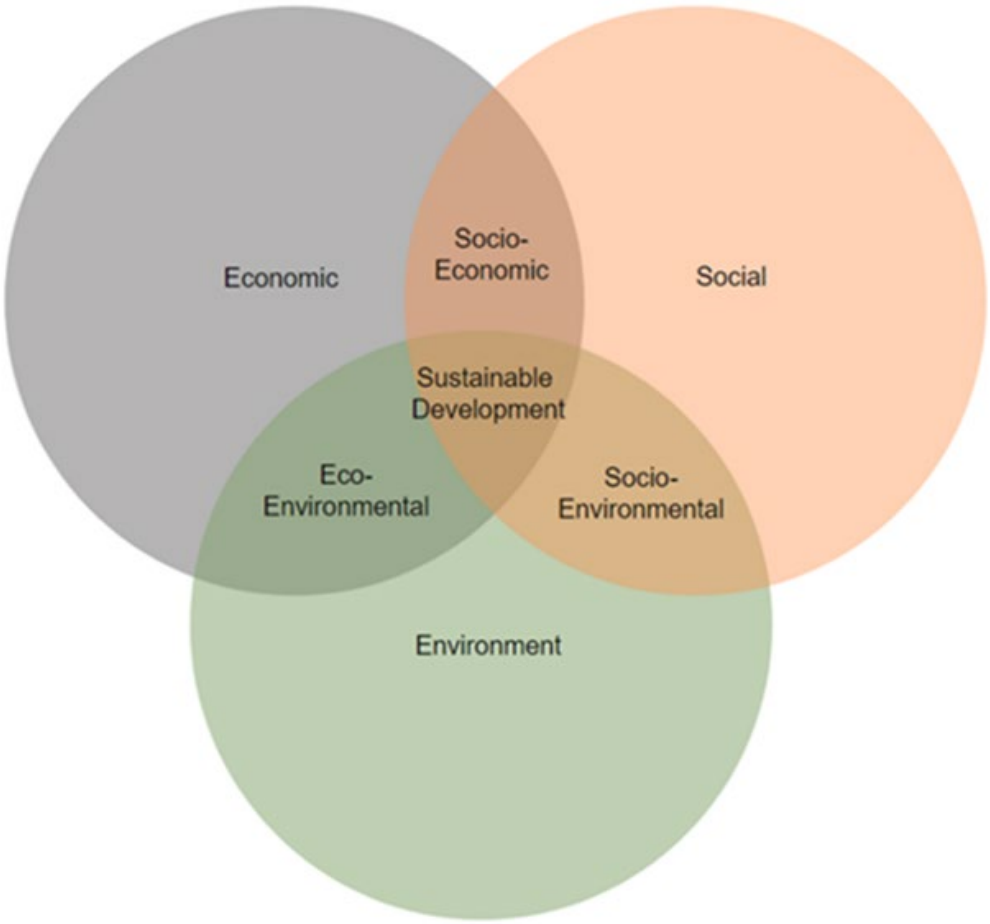
Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[39]

1.42. Sustainable Economic Development

A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[40] See *Sustainable Economic Development* Venn Diagram.

1.43. Sustainable Redevelopment

New construction on a site having pre-existing uses. *Sustainable redevelopment* represents a process of land development that *revitalizes* the physical, *economic*, and *social* fabric of urban space.[41]



Sustainable Economic Development Venn Diagram

39 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
40 DR. EDWARD B. BARBIER (1987)
41 CAVES, R. W. (2004). ENCYCLOPEDIA OF THE CITY. ROUTLEDGE. PP. 556. ISBN 9780415252256.

2. ECONOMIC

2.1. Goal

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit economies, *disseminated* through using redevelopment, safety, and a vibrant, diverse, developing, and *redeveloping community*. The *Agency* may also engage its resources to improve the *Area*'s minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

2.2. Redevelopment

2.2.1 Intent

2.2.1.1 The *Agency* may encourage commerce according to the following activities:

2.2.1.1.1 To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan*'s provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[42]

2.2.1.1.2 Removal of *blighted* conditions that include areas that lead to *economic distress*[43] and *economic* and *social liabilities* that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities. [44]

2.2.1.1.3 Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[45]

2.2.1.1.4 *Revitalize*, *rehabilitate*, and *redevelop* the *Governing Body* designated deteriorating and *economically distressed* coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[46 and 47]

2.2.1.1.5 Tax base preservation and enhancement.[48and 49]

2.2.2 Policies

2.2.2.1 *Increment revenue* incentives, grants, and other funding may be used for the following:

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42 FLORIDA STATUTE 163.345 (1)
43 FLORIDA STATUTE 163.340 (8)
44 FLORIDA STATUTE 163.340 (1)
45 FLORIDA STATUTE 163.340 (6)
46 FLORIDA STATUTE 163.340 (7)
47 FLORIDA STATUTE 163.340 (9)
48 FLORIDA STATUTE 163.335 (5)
49 FLORIDA STATUTE 163.353

2.2.2.1.1 *Revitalize* the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.[50]

2.2.2.1.2 Reduction or maintenance of natural disaster evacuation times. Ensure property protection against natural disaster exposure, [51] including the following listed from Florida Distaster.org:[52]

2.2.2.1.2.1 Drought.
2.2.2.1.2.2 Earthquake.
2.2.2.1.2.3 Extreme cold.
2.2.2.1.2.4 Flood.
2.2.2.1.2.5 Hazardous materials.
2.2.2.1.2.6 Hurricane.
2.2.2.1.2.7 Lightning.
2.2.2.1.2.8 Marine hazard.
2.2.2.1.2.9 Radiological emergency.
2.2.2.1.2.10 Space weather.
2.2.2.1.2.11 Terrorism.
2.2.2.1.2.12 Thunderstorms.
2.2.2.1.2.13 Tornadoes.
2.2.2.1.2.14 Wildfires.
2.2.2.1.2.15 Excessive warming.

2.2.2.1.3 Reduction or maintenance of long-term man-made disaster exposure to sea level rise, coastal risks,[53] and air pollutants.[54]

2.2.2.1.4 Pandemic.

2.2.2.2 Encourage, to the greatest extent feasible, private enterprise redevelopment according to the *Plan*,[55] giving special consideration to recommendations by the following:

2.2.2.2.1 *CAC*.
2.2.2.2.2 Architectural Review Board.
2.2.2.2.3 Tree & Landscape Preservation Board.
2.2.2.2.4 Planning Commission.
2.2.2.2.5 Code Enforcement Special Magistrate.
2.2.2.2.6 Nuisance Abatement Board.
2.2.2.2.7 Bradenton Housing Authority.
2.2.2.2.8 Affordable Housing Advisory Committee.
2.2.2.2.9 Public Art Advisory Board.
2.2.2.2.10 Manatee County Tourist Development Tax Advisory Board

2.2.2.3 Encourage new public and private employment,[56 and 57] and housing opportunities, especially those types that are in short supply.[58]

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50 FLORIDA STATUTE 163.371 (2)
51 FLORIDA STATUTE 163.360 (7) (E)
52 HTTPS://WWW.FLORIDADISASTER.ORG/HAZARDS/
53 HTTPS://CLIMATECENTER.FSU.EDU/TOPICS/SEA-LEVEL-RISE
54 HTTPS://FLORIDADEP.GOV/AIR/AIR/CONTENT/AIR-QUALITY-101
55 FLORIDA STATUTE 163.345
56 FLORIDA STATUTE 163.335 (1)
57 FLORIDA STATUTE 163.335 (4)
58 FLORIDA STATUTE 163.362 (8)

2.2.2.4 Encourage the sound growth of the *Area*'s taxable real property.[59]
2.2.2.5 Support the development of maker spaces or business incubators.[60]

2.3. Image

2.3.1 Intent

2.3.1.1 The *Agency* may *disseminate slum* clearance and *blighted area* redevelopment information[61] as follows:
2.3.1.1.1 File an annual report.[62]
2.3.1.1.2 Sponsor and finance dissemination of redevelopment activities and programs[63] not limited to the following:
2.3.1.1.2.1 Commerce.
2.3.1.1.2.2 Image.
2.3.1.1.2.3 Culture.
2.3.1.1.2.4 Emergency Management and Resiliency.
2.3.1.1.2.5 Housing.
2.3.1.1.2.6 Infrastructure.
2.3.1.1.2.7 Property Maintenance.
2.3.1.1.2.8 Public Safety.
2.3.1.1.3 File an annual audit.[64]
2.3.1.1.4 Apply for third-party redevelopment awards from related associations and conferences.
2.3.1.1.5 Use teachable redevelopment opportunities not limited to the following:
2.3.1.1.5.1 Relative state and national conventions.
2.3.1.1.5.2 Training courses and sessions.
2.3.1.1.5.3 University and college courses and certifications.
2.3.1.1.6 Earn certifications related to redevelopment, project management, finance, and other related activities.

2.3.2 Policies

2.3.2.1 *Disseminate* positive information that reflects the *Agency*'s programs and services through various mediums, programs, and projects.
2.3.2.2 Develop the *Agency* brand.
2.3.2.3 Maximize public opportunities to *disseminate Agency* activities and information, including the following:
2.3.2.3.1 Finance public events to thoroughly disperse and spread the *Agency*'s redevelopment information.
2.3.2.3.2 Finance events that visibly increase the presence of *community policing innovation* as an element of a *community policing innovation* plan.

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59 FLORIDA STATUTE 163.335 (1)
60 FLORIDA STATUTE 163.335 (1)
61 FLORIDA STATUTE 163.370 (2) (B)
62 FLORIDA STATUTE 163.371 (2)
63 FLORIDA STATUTE 163.370 (2) (B)
64 FLORIDA STATUTE 163.387 (8)

2.3.2.4 Establish at least one (1) *Area* Merchants' Association Main Street Program.

2.4. Property Maintenance

2.3.3 Intent

2.3.3.1 The *Agency* may *intensify* the *Governing Body*'s property maintenance activities as follows:

2.3.3.1.1 Carrying out a voluntary or compulsory repair and rehabilitation program of buildings and improvements.[65]

2.3.3.1.2 Enforcing state and local laws, codes, and regulations relating to land use, the use and occupancy of buildings and improvements, and the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.[66]

2.3.3.1.3 Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the *Area* by private enterprise[67]… including… the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.

2.3.4 Policies

2.3.4.1 Support *Governing Body* compliance by *intensify*ing compliance efforts in the *Area*.

2.3.4.2 Encourage neighborhood *conservation* by providing intensified code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

2.3.4.3 Use incentives to aid code compliance.

2.3.4.4 The *Agency* may assist in correcting *non-conformities* and inconsistent future land use issues.

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65 FLORIDA STATUTE 163.370 (2) (C) (5)
66 FLORIDA STATUTE 163.370 (H) 2.
67 FLORIDA STATUTE 163.345 (1)

3. ENVIRONMENT

3.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery. The *Agency* may also focus resources to reduce the probability of or eliminate *slums* and *blight* through infrastructure projects above and beyond the *Governing Body*'s normal standards. The *Agency* may take advantage of the special redevelopment relationship accorded to them through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

3.2 Emergency Management and Resiliency

3.2.1 Intent

3.2.1.1 The *Agency* may *intensify* existing resiliency or post-disaster rehabilitation of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs redevelopment or rehabilitation resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted area*.[68]

3.2.1.1.2 Eliminate and prevent *slums* and *blight* and encourage community rehabilitation [69,70,71, and 72,] especially by private enterprises.[73]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to[74], a focal center[75] and spread[76] of disease.

3.2.1.1.4 *Blight* leads to *economic distress*[77] and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential[78] and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[79]

3.2.1.1.5 The *Plan* and resulting revitalization and redevelopment for a coastal tourist area that is *deteriorating* and *economically distressed*[80] will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.[81]

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68 FLORIDA STATUTE 163.360 (10)
69 FLORIDA STATUTE 163.345 (1)
70 FLORIDA STATUTE 163.350
71 FLORIDA STATUTE 163.355 (2)
72 FLORIDA STATUTE 163.360 (2) (B)
73 FLORIDA STATUTE 163.345 (1)
74 FLORIDA STATUTE 163.340 (7)
75 FLORIDA STATUTE 163.335 (1)
76 FLORIDA STATUTE 163.360 (8) (A) 3.
77 FLORIDA STATUTE 163.335 (4)
78 FLORIDA STATUTE 163.340 (8) (G)
79 FLORIDA STATUTE 163.340 (8) (I)
80 FLORIDA STATUTE 163.335 (4)
81 FLORIDA STATUTE 163.360 (7) (E)

3.2.2 Policies

3.2.2.1 *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area, reduce or maintain evacuation time, and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board* and *Governing Body* deem its duration by resolution.

3.2.2.2 *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities, especially to standards such as the Insurance Industry's Institute for Business and Home Safety's Fortified and Open for Business programs or the like.

3.2.2.3 Emergency remediation activities may include any activities agreed upon by the *Board* and *Governing Body* by resolution.

3.2.2.4 *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

3.3 Infrastructure

3.3.1 Intent

3.3.1.1 The *Agency* may *intensify* the *Governing Body*'s infrastructure projects by undertaking programs and projects for the elimination of *blight* that include the following:

3.3.1.1.1 Inadequacies include street layouts, parking facilities, roadways, bridges, or transportation facilities. [82]

3.3.1.1.2 Aggravated traffic problems that substantially hamper traffic hazards.[83]

3.3.1.1.3 Lack of modern traffic requirements.[84]

3.3.1.1.4 Existing traffic congestion and lack of parks, playgrounds, other public improvements, and structures. [85]

3.3.1.1.5 *Intensify* the *Governing Body*'s maintenance programs.

3.3.2 Policies

3.3.2.1 Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years.[86]

3.3.2.2 Develop multimodal transportation corridors like urban transit circulators, freight, or intermodal hubs.

3.3.2.3 Improve access to public parks and open spaces.

3.3.2.4 Support the *Governing Body* and trust fund investing taxing authority, leased placemaking destinations that encourage *economic*, *environmental*, and *social* well-being, especially in a coastal tourism area.

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82 FLORIDA STATUTE 163.340 (8) (A)
83 FLORIDA STATUTE 163.335 (1)
84 FLORIDA STATUTE 163.360 (8) (B) 2.
85 FLORIDA STATUTE 163.350
86 FLORIDA STATUTE 163.370 (3) (B)

3.3.2.5 Plan and implement large (greater than 2 acres) parks and public access to the water.
3.3.2.6 Develop linear parks, trails, and walks, especially those that connect to other *Agency Area*s and placemaking destinations.
3.3.2.7 Install Low Impact Development (LID) including permeable pavers and bioswales.
3.3.2.8 Correct existing infrastructure deficiencies, primarily Americans with Disabilities Act issues.
3.3.2.9 Support *PACE* and *C-PACE* projects.
3.3.2.10 Prioritize improvements at intersections with unusually high accident rates.
3.3.2.11 Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
3.3.2.12 Maintain existing access and seek opportunities to increase public access to the waterfront.
3.3.2.13 Plan and develop adequate park and recreational areas and facilities, considering the health, safety, and welfare of children residing in the general vicinity of the site covered by the *Plan*.
3.3.2.14 Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
3.3.2.15 Address *environmental* concerns and redevelopment related to *brownfield sites and areas*.

3.4 Remediation

3.4.1 Intent

3.4.1.1 *Environmentally rehabilitate* or *conserve* [87] [and] [88] or a combination of both to redevelop properties in the *Area*.
3.4.1.2 Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the redevelopment or reuse of *brownfield sites*.[89] [And] [90]
3.4.1.3 Encourage the designation of the *Area* as a *brownfield area*.[91]
3.4.1.4 Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield site or area*.[92] The *Agency* may be used to the fullest extent of the law to encourage redeveloping *brownfield sites and areas*. These incentives may assist as follows:
3.4.1.4.1 Financial.
3.4.1.4.2 Regulatory.
3.4.1.4.3 Technical.[93]

87 FLORIDA STATUTE 163.335 (2)
88 FLORIDA STATUTE 163.340 (9)
89 FLORIDA STATUTE 163.400 (C)
90 FLORIDA STATUTE 376.84 (A)
91 FLORIDA STATUTE 376.79 (4)
92 FLORIDA STATUTE 376.84 (A)
93 FLORIDA STATUTE 376.84

3.4.1.5 Remediation and redevelopment are public investments promoting job creation and eliminating public health and *environmental* hazards.[94]

3.4.1.6 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[95]

3.4.2 Policies

3.4.2.1 *Increment revenue* grants may be used to support the State of Florida Brownfield Redevelopment Program tax credits.

3.4.2.2 When an incentive is applied for, The *Agency* may loan property *owners* remediation funds as part of a Florida Brownfield Redevelopment Program Brownfield Site Rehabilitation Agreement (BSRA) where program tax credits are monetized.

3.4.2.3 A redevelopment grant may be applied for after a remediation loan once the state tax credits have been awarded to the *Agency*.

3.4.2.4 The *Agency* may acquire perceived *brownfield sites and areas* for remediation, tax credit collection and sale, and private-sector redevelopment.

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94 FLORIDA STATUTE 376.84
95 FLORIDA STATUTE 163.340 (N)

4. SOCIAL

4.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* in conserving and rehabilitating the *Area*. The *Agency* may focus resources on redeveloping residential and mixed-use structures, reducing or eliminating crime, and increasing public safety through *community policing innovation*s. The Agency will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

4.2 Culture

4.2.1 Intent

4.2.1.1 The *Agency* may *intensify* the *Governing Body*'s cultural activities as follows:

4.2.1.1.1 Redevelopment activities, projects, rehabilitation, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[96]

4.2.1.1.2 The rehabilitation, *conservation*, or redevelopment, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[97]

4.2.1.1.3 The susceptible *conservation* or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented, and those salvageable *slums* and *blighted areas* can be conserved and *rehabilitated* through appropriate public action.[98]

4.2.1.1.4 Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[99]

4.2.2 Policies

4.2.2.1 *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

4.2.2.1.1 Cultural sites are not limited to museums, aquariums, theatres, performing art centers, or convention centers.

4.2.2.1.2 *Historical Preservation Governing Body*, State and Federal certified sites.

4.2.2.1.3 Artistic sites certified by the *Governing Body*.

4.2.2.2 Public and private art's financial support may be considered an *increment revenue* expenditure.

4.2.2.3 Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

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96 FLORIDA STATUTE 163.340 (9)
97 FLORIDA STATUTE 163.355 (2)
98 FLORIDA STATUTE 163.335 (2)
99 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

4.3 Housing

4.3.1 Intent

4.3.1.1 The *Agency* may *intensify* the *Governing Body*'s housing stock by:

4.3.1.1.1 Providing for the *Area*'s low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[100]

4.3.1.1.2 Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[101]

4.3.1.1.3 Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[102]

4.3.1.1.4 Providing *affordable housing* to residents of low or moderate, including the *elderly*.[103,104,105, and 106]

4.3.2 Policies

4.3.2.1 The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

4.3.2.1.1 Develop rent buydowns for workforce housing, especially for employees in the *Area*.[107]

4.3.2.1.2 Support *rehabilitation* grants for *deteriorated* housing.

4.3.2.1.3 Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

4.3.2.1.4 Incentivize developers for providing housing sites.

4.3.2.1.5 Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

4.3.2.1.6 Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

4.3.2.1.7 Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.

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100 FLORIDA STATUTE 163.360 (2) (C)
101 FLORIDA STATUTE 163.340 (9)
102 FLORIDA STATUTE 163.370 (2) (J)
103 FLORIDA STATUTE 163.335 (6)
104 FLORIDA STATUTE 163.340 (9)
105 FLORIDA STATUTE 163.340 (10)
106 FLORIDA STATUTE 163.350
107 FLORIDA STATUTE 163.340 (9)

4.3.2.1.8 Develop new methodologies for low, moderate, workforce, and market-rate housing not limited to:
4.3.2.1.9 Land trusts and land banks.
4.3.2.1.10 Rental or ownership markets.
4.3.2.1.11 Alternative energy point sourcing.
4.3.2.1.12 Pocket neighborhoods.
4.3.2.1.13 Sustainably affordable financial accommodations.
4.3.2.1.14 Natural disaster and energy resilient construction.
4.3.2.2 Support *PACE* and *C-PACE* and similar program projects.
4.3.2.3 The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less-than-market-value housing.
4.3.2.4 Incentive all new housing units, regardless of income, that meet one of the following:
4.3.2.4.1 A cost/benefit analysis over the *Agency*'s life.
4.3.2.4.2 Redevelop a *Governing Body-designated slum* or *blighted* structure.
4.3.2.4.3 *Remediate* and *redevelop* a designated brownfield site or area.

4.4 Public Safety

4.4.1 Intent

4.4.1.1 The *Agency* may *intensify* the *Governing Body*'s *community policing innovation* activities following:
4.4.1.1.1 The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.[108]
4.4.1.1.2 At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovation*s or *CPTED*.[109]
4.4.1.1.3 A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovation*s.[110]
4.4.1.1.4 The … *Plan* may provide for developing and implementing *community policing innovation*s.[111]

4.4.2 Policies

4.4.2.1 The *Agency* shall not institute *community policing innovation* unless:
4.4.2.1.1 The *Governing Body* has approved its development.
4.4.2.1.2 It is noted in the *Plan*.
4.4.2.1.3 The *Agency* may assist the *Governing Body* with the following:
4.4.2.1.3.1 The *increment revenue* funding provides for a strengthening of existing policing resources.

108 FLORIDA STATUTE 163.335 (3)
109 FLORIDA STATUTE 163.356 (3) (E)
110 FLORIDA STATUTE 163.358 (5)
111 FLORIDA STATUTE 163.370 (2) (O)

4.4.2.1.3.2 Encourage *community policing innovation* through *CPTED* in buildings, streets, and other designs.

4.4.2.1.3.3 Make use of *community policing innovation* as defined by its *redevelopment* definition.

4.4.2.1.3.4 Make use of *CPTED*.

4.4.2.1.3.5 Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.

4.4.2.1.3.6 Address homelessness and vagrancy issues.

5. STATUTORY POWERS

5.1 GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

5.1.1 Intent

5.1.1.1 It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* following this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

5.1.2 Policies

5.1.2.1 Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

5.1.2.2 *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

5.1.2.3 If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

5.1.2.4 Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

5.1.2.5 Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

5.1.2.6 Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

5.1.2.7 Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

5.1.2.8 Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

5.1.2.9 Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

5.1.2.10 The *Agency* is not authorized with the following powers:

5.1.2.10.1 Eminent domain.[112]

5.1.2.10.2 Construct or expand administrative buildings for public bodies or police and fire buildings unless each taxing authority agrees to such method of financing for the construction or expansion or unless the construction or expansion is contemplated as part of a *community policing innovation*.[113]

5.1.2.10.3 Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.[114]

5.1.2.10.4 General government operating expenses unrelated to the planning and carrying out of a *Plan*.[115]

5.1.2.10.5 Fund third-party entity administrative, project, or program costs not associated with this *Plan*.[116]

112 FLORIDA STATUTE 163.335 (7)
113 FLORIDA STATUTE 163.370 (3) (A)
114 FLORIDA STATUTE 163.370 (3) (B)
115 FLORIDA STATUTE 163.370 (3) (C)
116 JEFF ORIS

6. STATUTORY REQUIRED ELEMENTS OF THE PLAN

6.1 GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must follow the *Plan*, which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document that must be evaluated and amended regularly to accurately reflect changing conditions and community objectives.

6.1.1 Intent

6.1.1.1 Chapter 163.362 specifies the contents of a *Plan*. The statute's text is shown below in italics, followed by the location in the *Plan* documents where each required element can be found. Intents of the *Plan*. --Every *Plan* shall:

6.1.1.1.1 Contain a legal description of the *Area*'s boundaries and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

6.1.1.1.2 Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

6.1.1.1.3 Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

6.1.1.1.4 The approximate number of dwelling units.

2,000

6.1.1.1.5 Such property is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the Area may be intended for the proposed uses

6.1.1.1.6 If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element that describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:
Resident relocation is nominal, as most of the projects are scheduled on government-owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are designed to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services, and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting the school population.

6.1.1.1.7 Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield site and area remediation*, parks, parking, parking garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan***.**

6.1.1.1.8 Contain adequate safeguards that the *redevelopment* work will be carried out under the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out. The *Plan* referred to the Act, grants, incentives, programs, and projects polices were referenced to the *Plan*.

6.1.1.1.9 Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate, the *Agency* will impose covenants on property sold or leased to regulate the property, particularly with project use and design, to effectuate this *Plan*.

6.1.1.1.10 Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor. The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

6.1.1.1.11 Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

61.1.1.12 Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended according to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

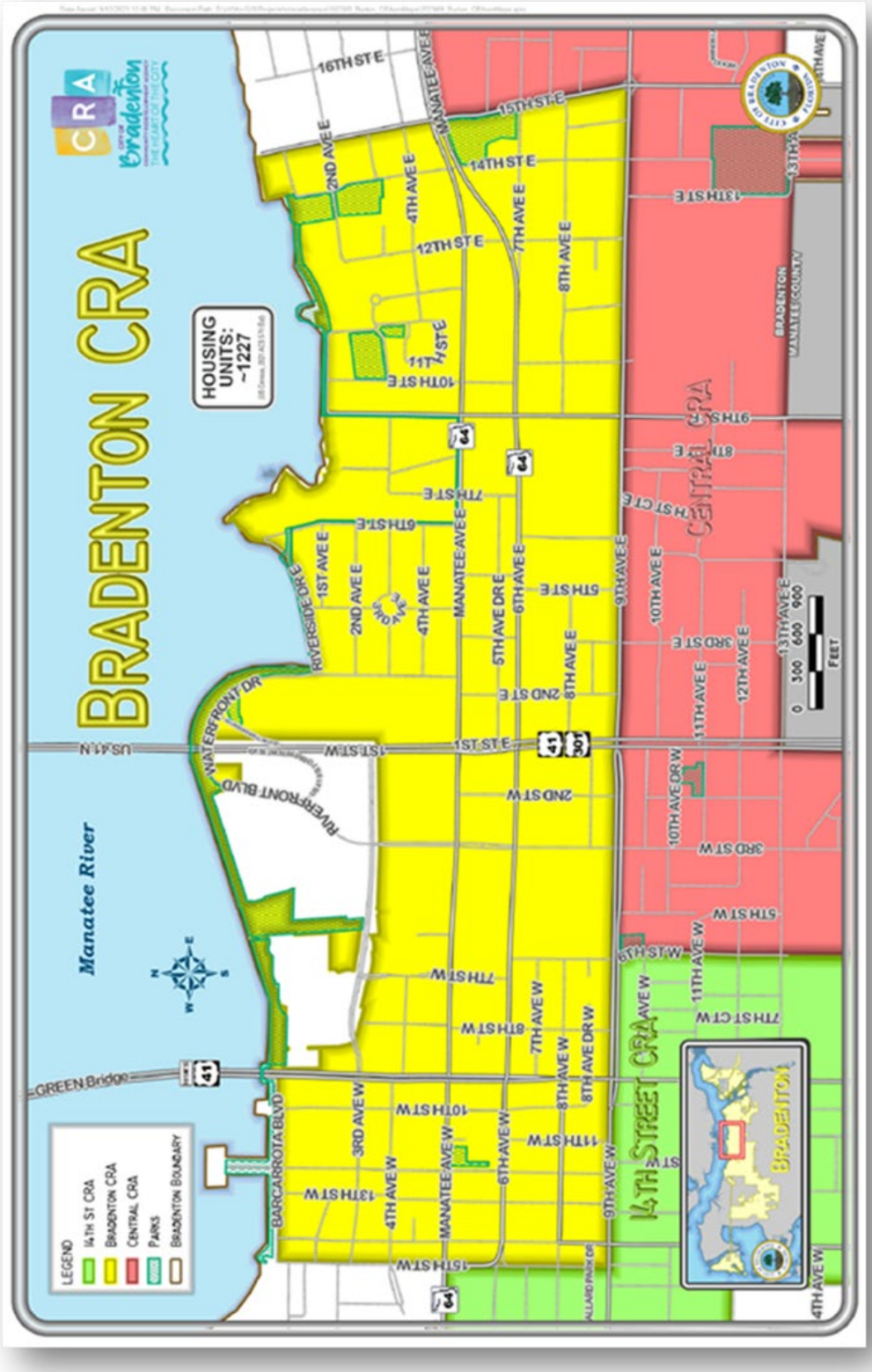
All *redevelopment* activities financed by incremental revenues shall be completed no later than September 30th, 2040, following the adoption of this *Plan*.

APPENDIX A

ALL OF THAT LAND BEING EAST OF THE WEST RIGHT-OF-WAY OF 15TH STREET WEST, BEING NORTH OF THE SOUTH RIGHT-OF-WAY OF 9TH AVENUE, AND BEING WEST OF THE EAST RIGHT-OF-WAY OF 15TH STREET EAST, AND SOUTH OF THE CITY LIMIT LINE IN THE MANATEE RIVER,
EXCEPT THAT TRACT OF LAND KNOWN AS THE CITY-OWNED WATERFRONT PROPERTY, TO WIT: A TRACT OF SUBMERGED LAND IN THE MANATEE RIVER IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT 1269.65 FEET NORTHERLY AND 14.91 FEET WESTERLY OF THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, SAID POINT BEING THE INTERSECTION OF THE CENTERLINES OF MANATEE AVENUE WEST (STATE ROAD #64) AND STATE ROAD #55 (STATION 162+70.68, SECTION 1313-201); THENCE NORTH 00°09'53" WEST, ALONG THE CENTERLINE OF SAID STATE ROAD #55, 649.52 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN O.R. BOOK 625, PAGES 169 AND 170, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 89°10'30" WEST, ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, AND EASTERLY EXTENSION THEREOF, 100.01 FEET TO THE INTERSECTION WITH THE WEST R/W OF SAID STATE ROAD #55 PER "DISCLAIMER" EXECUTED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ON JUNE 23, 1976, FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89"10'30" WEST, ALONG SAID NORTH LINE, 662.95 FEET TO THE INTERSECTION WITH THAT CERTAIN "AGREEMENT LINE" AS DESCRIBED AND RECORDED IN DEED BOOK 366, PAGES 85 AND 86, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 00°12'00" EAST, ALONG SAID CERTAIN "AGREEMENT LINE", 1.91 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN O.R. BOOK 613, PAGE 299, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 88°05'30" WEST, ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL AND THE NORTHERLY BOUNDARY OF FLORIDA POWER AND LIGHT COMPANY PROPERTY (BRADENTON SUB- STATION), 501.06 FEET; THENCE NORTH 01"54'30" EAST ALONG THE NORTHERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT COMPANY PROPERTY, 5.40 FEET; THENCE SOUTH 82"56'30" WEST, ALONG SAID NORTHERLY BOUNDARY, 22.21 FEET; THENCE SOUTH 53"08'00" WEST, ALONG SAID NORTHERLY BOUNDARY, 25.00 FEET; THENCE NORTH 59"21'30" WEST, ALONG SAID NORTHERLY BOUNDARY, 20.50 FEET TO THE NORTHWEST CORNER OF SAID FLORIDA POWER AND LIGHT COMPANY; THENCE NORTH 85°46'38" WEST, 18.33 FEET TO THE INTERSECTION WITH THE EASTERLY R/W OF THE SEABOARD COASTLINE RAILROAD; THENCE SOUTH 85°30'42" WEST, PERPENDICULAR TO SAID RAILROAD R/W, 130.00 FEET TO THE INTERSECTION WITH THE WESTERLY R/W OF SAID RAILROAD; THENCE NORTH 04°29'18" WEST, ALONG SAID WESTERLY R/W, 64.62 FEET; THENCE NORTH 88°35'37" WEST, 16.11 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF BLOCK "C", M.F. CHERRY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 279, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN 0.R. BOOK 296, PAGES 736 AND 737, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 68•03'30" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL, IN 0.R. BOOK 296, PAGES 736 AND 737, 61.13 FEET; THENCE SOUTH 87°36'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, 58.90 FEET; THENCE NORTH 00°10'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, 9.72 FEET; THENCE NORTH 54°45'34" WEST, ALONG SAID SOUTHERLY BOUNDARY, 3.67 FEET; THENCE SOUTH 86°24'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, 67.09 FEET; THENCE NORTH 86°20'40" WEST, ALONG SAID SOUTHERLY BOUNDARY, 32.38 FEET; THENCE NORTH 78°24'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, 83.93 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK "C", ALSO BEING THE EAST R/W OF 7TH STREET WEST; THENCE NORTH 68°47'53" WEST, 21.26 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL TWO OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN 0.R. BOOK 313, PAGES 24 THROUGH 27, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALSO BEING THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID 7TH STREET WEST; THENCE NORTH 71°15'30" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL TWO, 21.27 FEET; THENCE NORTH 70°37'34" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL TWO, AND THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN 0.R. BOOK 296, PAGE 739, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, 67.23 FEET; THENCE NORTH 77°10'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF PARCEL DESCRIBED IN SAID 0.R. BOOK 296, PAGE 739, AND THE NORTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN 0.R. BOOK 338, PAGE 430, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, 91.77 FEET; THENCE NORTH 75°22'55" WEST, ALONG THE NORTHERLY BOUNDARY OF PARCEL DESCRIBED IN SAID O.R. BOOK 338, PAGE 430, 91.79 FEET TO THE NORTHWESTERLY CORNER OF SAID CERTAIN PARCEL; THENCE SOUTH 04°02'05" WEST, ALONG THE WESTERLY BOUNDARY OF SAID CERTAIN PARCEL, 22.49 FEET; THENCE NORTH 75°02'38" WEST, ALONG SAID WESTERLY BOUNDARY, 0.97 FEET; THENCE SOUTH 01°19'42" WEST, ALONG SAID WESTERLY BOUNDARY, 3.28 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN 0.R. BOOK 298, PAGE 219, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 75°02'38" WEST, ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL IN 0.R. BOOK 298, PAGE 219, 102.89 FEET TO THE INTERSECTION WITH THE EAST R/W OF 8TH STREET WEST; THENCE NORTH 73°23'46" WEST, 41.46 FEET TO THE INTERSECTION WITH THE WEST R/W OF SAID 8TH STREET ,JEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL ONE OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN 0.R. BOOK 313, PAGES 24 THROUGH 27, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 75°02'38" WEST, ALONG THE SOUTHERLY

LINE OF SAID PARCEL ONE, 127.85 FEET; THENCE NORTH 13°12'55" WEST, 118.74 FEET; THENCE NORTH 01°24'53" WEST, 256.19 FEET; THENCE SOUTH 89°41'05" WEST, 42.95 FEET; THENCE SOUTH 02°09'55" EAST, 91.19 FEET; THENCE SOUTH 89°41'05" WEST, 130.69 FEET; THENCE NORTH 00°18'55" WEST, 287.16 FEET, THENCE NORTH 89°41'05" EAST, 121.12 FEET; THENCE SOUTH 02°09'55" EAST, 66.58 FEET; THENCE NORTH 89"41'05" EAST, 44.53 FEET; THENCE NORTH 01"24'53" WEST, 155.62 FEET TO THE INTERSECTION WITH THE OUTSIDE-FACE OF AN EXISTING CONCRETE SEAWALL; THENCE SOUTH 89"50'21" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 347.28 FEET; THENCE NORTH 72"07'45" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 514.63 FEET; THENCE NORTH 82"51'20" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 23.10 FEET; THENCE NORTH 69"14'21" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 100.0L FEET; THENCE NORTH 71"44'56" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 1392.54 FEET TO THE INTERSECTION WITH THE WEST R/W OF SAID STATE ROAD #55 PER SAID "DISCLAIMER"; THENCE SOUTH 00"09'53" EAST ALONG SAID R/W, PARALLEL TO THE CENTERLINE OF SAID STATE ROAD #55, AND 100.0 FEET WESTERLY THEREFROM, 1474.67 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT PRIOR EASEMENTS HERETOFORE GRANTED BY SAID TRUSTEES FOR RAILROAD AND RIGHT-OF-WAY PURPOSES TO ATLANTIC COAST LINE RAILROAD (SEABOARD COASTLINE RAILROAD), CONTAINING 3.05 ACRES, MORE OR LESS; CONTAINING 53.78 NET ACRES. AMENDED TO THE BOUNDARY IS LOTS 1,2,3, N 31.3 FT OF LOT 4 INCL 50 FT PARKWAY IN FRONT OF SAID LOTS BETWEEN ST & SEA-WALL, ALSO RIP RTS LESS RD R/W BAY VIEW PARK PI#33708.0000/9

APPENDIX B


BRADENTON CRA
HOUSING UNITS: ~1227
Manatee River
14TH STREET CRA
CENTRAL CRA
BRADENTON
LEGEND
14th St CRA
Bradenton CRA
Central CRA
Parks
Bradenton Boundary
16TH ST E
15TH ST E
14TH ST E
13TH ST E
12TH ST E
11TH ST E
10TH ST E
9TH ST E
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4TH AVE E
5TH AVE DR E
6TH AVE E
7TH AVE E
8TH AVE E
9TH AVE E
10TH AVE E
11TH AVE E
12TH AVE E
13TH AVE E
MANATEE AVE E
RIVERSIDE DR E
WATERFRONT DR
RIVERFRONT BLVD
10TH AVE DR W
11TH AVE W
8TH AVE DR W
7TH AVE W
6TH AVE W
4TH AVE W
3RD AVE W
MANATEE AVE W
BARCARROTA BLVD
ALLARD POINT DR
GREEN Bridge
US 41 N
41
301
64
0 300 600 900
FEET

APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units (9)		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET (6)(8)					
One dwelling unit	75	60	50	50	35
Two dwelling units (9)		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS (1) IN FEET					
Principal building					
front (2) (8)	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences (7)					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT (3) IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET (4)					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE (5)	50%	60%	70%	70%	70%

* A FIVE-UNIT DENSITY BONUS IS PERMITTED WITH THE PROVISION OF AFFORDABLE HOUSING

(1) AN OVERHANG OF UP TO TWO FEET IS PERMITTED TO EXTEND INTO THE REQUIRED SETBACK UNLESS THE OVERHANG WOULD EXTEND INTO A PUBLIC FACILITIES EASEMENT. A VARIANCE OF UP TO 12 INCHES MAY BE APPROVED BY THE PCD DIRECTOR. SETBACKS SHALL BE MEASURED FROM THE RIGHT-OF-WAY UNLESS WAIVED BY THE PCD DIRECTOR PER SUBSECTION 4.1.1.

(2) SECONDARY FRONT YARD SETBACK MINIMUM IS 15 FEET.

(3) ADDITIONAL HEIGHT IS PERMITTED IF ONE FOOT IS ADDED TO THE REAR AND SIDE SETBACKS FOR EACH FOOT OF ADDITIONAL HEIGHT OF THE BUILDING.

(4) EXCLUSIVE OF GARAGES, CARPORTS OR OTHER ENCLOSED AREAS.

(5) INCLUDING BUILDING FOOTPRINT, PAVED DRIVES, PAVED TERRACES, IMPERVIOUS DECKS, SWIMMING POOLS, AND OTHER IMPERVIOUS SURFACES.

(6) REQUIRED ON ONLY ONE FRONTAGE ON A DOUBLE FRONTAGE LOT.

(7) WITH THE EXCEPTION OF FENCES, ACCESSORY BUILDINGS OR ACCESSORY STRUCTURES SHALL NOT BE PLACED ON EASEMENTS.

(8) CUL-DE-SAC LOTS MAY REDUCE LOT WIDTH AT BUILDING LINE BY 25 FEET

(9) SEE SECTION 3.4.5.6 FOR VILLAGE OF THE ARTS OVERLAY DISTRICT.

APPENDIX D

REVENUES								
Increment Revenue	$ 5,902,251.55	$ 5,902,252.00	$ 6,133,488.14	$ 6,320,017.08	$ 6,506,546.02	$ 6,693,074.96	$ 6,879,603.90
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenue	$ 5,902,251.55	$ 5,902,252.00	$ 6,133,488.14	$ 6,320,017.08	$ 6,506,546.02	$ 6,693,074.96	$ 6,879,603.90
Total Revenue + Fund Balance	$ 5,902,251.55	$ 5,902,252.00	$ 6,133,488.14	$ 6,320,017.08	$ 6,506,546.02	$ 6,693,074.96	$ 6,879,603.90
EXPENSES							
OPERATIONS & MANAGEMENT							
Executive Director	$ 40,799.00	$ 94,939.91	$ 99,249.97	$ 103,829.76	$ 108,698.36	$ 113,876.36	$ 119,386.00
Assistant Director	$ 32,298.00	$ -	$ -	$ -	$ -	$ -	$ -
Program Adminstrator	$ 25,802.00	$ 51,315.86	$ 53,645.49	$ 56,120.90	$ 58,752.42	$ 61,551.18	$ 64,529.19
Public Art Coordinator	$ 46,641.00	$ 39,423.49	$ 41,213.23	$ 43,114.98	$ 45,136.65	$ 47,286.79	$ 49,574.65
CRA Manager	$ 28,559.00	$ 65,344.07	$ 68,310.55	$ 71,462.67	$ 74,813.57	$ 78,377.42	$ 82,169.52
Service Incentive	$ 777.00	$ 1,545.14	$ 1,615.28	$ 1,689.82	$ 1,769.06	$ 1,853.33	$ 1,943.00
FICA Executive Director	$ 2,468.00	$ 4,907.25	$ 5,130.03	$ 5,366.75	$ 5,618.40	$ 5,886.04	$ 6,170.82
FICA Assistant Director	$ 2,003.00	$ -	$ -	$ -	$ -	$ -	$ -
FICA Program Adminstrator	$ 1,607.00	$ 3,194.41	$ 3,339.43	$ 3,493.53	$ 3,657.34	$ 3,831.56	$ 4,016.94
FICA Public Art Coordinator	$ 2,631.00	$ 2,224.05	$ 2,325.02	$ 2,432.30	$ 2,546.36	$ 2,667.66	$ 2,796.72
FICA CRA Manager	$ 1,679.00	$ 3,504.66	$ 3,663.76	$ 3,832.82	$ 4,012.54	$ 4,203.69	$ 4,407.07
MC Executive Director	$ 577.00	$ 1,148.20	$ 1,200.33	$ 1,255.72	$ 1,314.60	$ 1,377.22	$ 1,443.85
MC Assistant Director	$ 469.00	$ -	$ -	$ -	$ -	$ -	$ -
MC Program Adminstrator	$ 376.00	$ 747.21	$ 781.13	$ 817.18	$ 855.50	$ 896.25	$ 939.61
MC Public Art Coordinator	$ 616.00	$ 520.68	$ 544.32	$ 569.44	$ 596.14	$ 624.53	$ 654.75
MC CRA Manager	$ 393.00	$ 820.07	$ 857.30	$ 896.86	$ 938.92	$ 983.64	$ 1,031.23
FRS Executive Director	$ 5,537.00	$ 11,011.39	$ 11,511.28	$ 12,042.46	$ 12,607.13	$ 13,207.69	$ 13,846.71
FRS Assistant Director	$ -		$ -	$ -	$ -	$ -	$ -
FRS Program Adminstrator	$ 5,617.00	$ 11,169.62	$ 11,676.70	$ 12,215.51	$ 12,788.30	$ 13,397.49	$ 14,045.69
FRS Public Art Coordinator	$ 6,330.00	$ 5,350.17	$ 5,593.05	$ 5,851.14	$ 6,125.50	$ 6,417.30	$ 6,727.78
FRS CRA Manager	$ 3,876.00	$ 7,630.34	$ 7,976.75	$ 8,344.82	$ 8,736.11	$ 9,152.27	$ 9,595.08
HC Executive Director	$ 4,381.00	$ 8,713.63	$ 9,109.21	$ 9,529.55	$ 9,976.39	$ 10,451.63	$ 10,957.31
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HC Program Adminstrator	$ 4,381.00	$ 10,225.64	$ 10,689.86	$ 11,183.13	$ 11,707.51	$ 12,265.21	$ 12,858.64
HC Public Art Coordinator	$ 10,309.00	$ 8,713.63	$ 9,109.21	$ 9,529.55	$ 9,976.39	$ 10,451.63	$ 10,957.31
HC CRA Manager	$ 4,381.00	$ 8,713.63	$ 9,109.21	$ 9,529.55	$ 9,976.39	$ 10,451.63	$ 10,957.31
LI Executive Director	$ -	$ 200.00	$ 209.08	$ 218.73	$ 228.98	$ 239.89	$ 251.50
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LI Program Adminstrator	$ 66.00	$ 129.83	$ 135.73	$ 141.99	$ 148.65	$ 155.73	$ 163.26
LI Public Art Coordinator	$ 119.00	$ 203.54	$ 212.78	$ 222.60	$ 233.04	$ 244.14	$ 255.95
LI CRA Manager	$ 73.00	$ 150.52	$ 157.36	$ 164.62	$ 172.34	$ 180.55	$ 189.28
WC Executive Director	$ 103.00	$ 203.54	$ 212.78	$ 222.60	$ 233.04	$ 244.14	$ 255.95
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WC Program Adminstrator	$ 67.00	$ 132.54	$ 138.55	$ 144.95	$ 151.74	$ 158.97	$ 166.66
WC Public Art Coordinator	$ 117.00	$ 98.73	$ 103.21	$ 107.97	$ 113.03	$ 118.42	$ 124.15
WC CRA Manager	$ 72.00	$ 149.81	$ 156.62	$ 163.84	$ 171.52	$ 179.70	$ 188.39
CONTRACTUAL & PROFESSIONAL SERVICES							
Legal	$ 20,000.00	$ 20,000.00	$ 20,907.96	$ 21,872.73	$ 22,898.35	$ 23,989.14	$ 25,149.80
Recording	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Community Visioning	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Public Art Master Plan	$ 30,000.00	$ 30,000.00	$ -	$ -	$ -	$ -	$ -
Business Flare	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit Software	$ 333.00	$ 333.00	$ -	$ -	$ -		$ -
Audit	$ 3,332.00	$ 3,332.00	$ 3,483.27	$ 3,644.00	$ 3,814.86	$ 3,996.59	$ 4,189.96
Rental Property	$ -	$ -	$ -	$ -	$ -	$ -	
Demolition	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
METV	$ 9,350.00	$ 9,350.00	$ -	$ -	$ -	$ -	
Axis 360	$ 3,100.00	$ 3,100.00	$ 3,100.00	$ 3,100.00	$ 3,100.00	$ 3,100.00	$ 3,100.00
Security Service	$ 36,667.00	$ 36,667.00	$ 36,667.00	$ 38,000.00	$ 38,000.00	$ 40,000.00	$ 40,000.00
Soofa Maintenance	$ 6,200.00	$ 6,200.00	$ -	$ -	$ -	$ -	$ -
Freebee	$ 58,240.00	$ 219,371.74	$ 229,330.72	$ 239,912.95	$ 251,162.52	$ 263,127.00	$ 275,857.78
Bank Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Appraisal, Survey, Title, Environmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property fee Expense	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
Travel and Per Diem	$ 3,550.00	$ 3,550.00	$ 3,711.16	$ 3,882.41	$ 4,064.46	$ 4,258.07	$ 4,464.09
Communication Services	$ 2,044.00	$ 2,044.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00
Freight and Postage	$ 670.00	$ 670.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00
Zeno Large Copier	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Zeno Large Copier Usage	$ 670.00	$ 670.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Rental Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Liability Insurance	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Rental Property Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CRA Owned Property Maintenance	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Equipment Repair and Maintenance	$ 150.00	$ 150.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Business Cards, Annual Report, Other	$ 1,334.00	$ 1,334.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00
Maintanence Printing and Binding	$ 120.00	$ 120.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Promotional Activities	$ 500.00	$ 500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Legal Advertisment	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00
Property Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00

Equipment Under 5000	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00
Cumputer Equipment under 5000	$	500.00	$	500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00
Gear/Uniforms	$	300.00	$	300.00	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00
FRA Annual Dues	$	832.00	$	832.00	$	850.00	$	850.00	$	850.00	$	850.00	$	850.00	$	850.00	$	850.00	$	850.00
Bradenton Herald	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00
IEDC	$	152.00	$	152.00	$	160.00	$	160.00	$	160.00	$	160.00	$	160.00	$	160.00	$	160.00	$	160.00
FEDC	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00
Americans for the Arts	$	25.00	$	25.00	$	40.00	$	40.00	$	40.00	$	40.00	$	40.00	$	40.00	$	40.00	$	40.00
FL Association of Public Art Professionals	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00
Other Public Art Publications	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00
CRM Software	$	700.00	$	700.00	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00
CAFÉ	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00
Education and Training	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00
CAPITAL IMPROVEMENT PROJECTS																				
Land	$	1,064,110.00	$	1,064,000.00	$	1,000,000.00	$	1,000,000.00	$	500,000.00	$	1,000,000.00	$	500,000.00	$	1,000,000.00	$	500,000.00	$	500,000.00
Park Improvements and Construction	$	-					$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Infrastructure			$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Lighting	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Public Art Outlay	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00
REDEVELOPMENT INVESTMENT																				
2011 Riverwalk Debt Principle	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00
2011 Riverwalk Debt Interest	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00
ASSISTANCE TO BUSINESS																				
Redevelopment Grant Program	$	450,000.00	$	450,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00
Widewater	$	90,000.00	$	90,000.00	$	90,000.00	$	90,000.00	$	-	$	-	$	-	$	-	$	-	$	-	$	-
SUNZ	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00
Springhill Suites	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00
Riverview 6	$	950,000.00	$	950,000.00	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Art Center Manatee	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Community Events	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00
9th Ave W Commercial Cooridor	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00
Implemetation of New Master Plan	$	600,000.00	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-
Affordable Housing Projects	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00
TRANSFERS																				
Community Policing	$	269,959.00	$	26,959.00	$	28,182.88	$	29,483.35	$	30,865.83	$	32,336.17	$	33,900.68	$	15,000.00	$	15,000.00	$	15,680.97	$	16,404.55	$	17,173.76	$	17,991.86	$	18,862.35	$	50,000.00	$	50,000.00	$	52,269.89	$	54,681.83	$	57,245.87	$	59,972.86	$	62,874.50	$	450,000.00	$	450,000.00	$	-	$	-	$	-	$	-	$	-	$	500,000.00	$	500,000.00	$	-	$	-	$	-	$	-	$	-	$	150,000.00	$	150,000.00	$	-	$	-	$	-	$	-	$	-	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00
Annual Expenses	**$**	**7,562,299.00**	**$**	**6,839,628.33**	**$**	**4,765,048.05**	**$**	**4,799,214.52**	**$**	**4,044,118.53**	**$**	**4,583,240.72**	**$**	**4,122,740.49**


CRA
CITY OF
Bradenton

AGENDA ITEM NO. 9.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4031 - FIRST READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE 14TH STREET COMMUNITY REDEVELOPMENT AREA TO THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Being the First Reading, no action is needed. Following F.S. 163.361, the Second Reading and the public hearing are scheduled for January 24, 2024.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Per Florida Statute 163.361, the Community Redevelopment Agency of the City of Bradenton recommends the amendment of the Tamiami Trail Community Redevelopment Area's community redevelopment plan. This first reading and public hearing on the proposed modification has been publicly noticed in a newspaper with general circulation in the agency's area of operation. The Agency has reported the proposed modifications to each taxing authority in writing by certified mail. The January 24, 2024, second hearing of this ordinance will comply with the thirty-day notice period to Manatee County.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
No motion is needed for the First Reading.

ATTACHMENTS:
Ordinance 4031
Tamiami CRA Redevelopment Plan

ORDINANCE 4031

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE 14TH STREET COMMUNITY REDEVELOPMENT AREA TO THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a Community Redevelopment Plan (the "CRP") must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City Council, by Resolution No. 93-62 on October 27, 1993, created a community redevelopment area now known as the 14th Street Community Redevelopment Area; and

WHEREAS, the City Council, by Resolution 94-45 on July 27, 1994, approved a CRP for the 14th Street Community Redevelopment Area, which has been subsequently amended by ordinance and/or resolution; and

WHEREAS, the City Council, by Ordinance No. 2967 on June 24, 2015, declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the 14th Street Community Redevelopment Area; established the Community Redevelopment Agency (the "CRA") to serve as the agency for all community redevelopment areas of the City of Bradenton, including the 14th Street Community Redevelopment Area; and appointed the City Council of the City of Bradenton to serve as the governing body of the CRA (the "CRA Board"); and

WHEREAS, the CRA Board desires to rename the 14th Street Community Redevelopment Area to the Tamiami Trail Community Redevelopment Area; and

WHEREAS, the CRA Board desires to amend the Tamiami Trail Community

Redevelopment Area's CRP as attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the CRA Board held a public meeting on September 28, 2023, to review and discuss the proposed Tamiami Trail CRP, and at that meeting, the CRA Board adopted Resolution 2023-05, recommending that the City Council rename the 14th Street Community Redevelopment Area to the Tamiami Trail Community Redevelopment Area and approve the proposed Tamiami Trail CRP; and

WHEREAS, the Planning Commission held a public meeting on October 18th, 2023, to review and discuss the amended Tamiami Trail CRP's compliance with the City of Bradenton's comprehensive plan, and at the meeting, the Planning Commission found the amended Tamiami Trail CRP in compliance with the comprehensive plan; and

WHEREAS, the notice and public hearing requirements of Sections 163.346 and 163.361, Florida Statutes, have been met prior to the approval of this Ordinance by the City Council of the City of Bradenton; and

WHEREAS, the City Council desires to approve and adopt the amended Tamiami Trail CRP.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

Section 1. Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference and are deemed a material part of this Ordinance.

Section 2. Rename of the 14th Street Community Redevelopment Area. The City Council hereby finds, determines, and declares that the 14th Street Community Redevelopment Area is renamed the Tamiami Trail Community Redevelopment Area.

Section 3. Compliance with Comprehensive Plan. The City Council hereby finds, determines, and declares that the amended Tamiami Trail CRP conforms to the City of Bradenton's comprehensive plan. A copy of the Tamiami Trail CRP is attached hereto and incorporated herein as Exhibit "A."

Section 4. Approval and Adoption of Amended Tamiami Trail Community Redevelopment Plan. The City Council does hereby approve and adopt the Tamiami Trail CRP attached hereto and incorporated herein as Exhibit "A" and authorizes and directs the Community Redevelopment Agency for the City of Bradenton to proceed with the implementation of the same.

Section 5. Repeal of Ordinances and Resolutions in Conflict. This Ordinance hereby repeals all ordinances and resolutions, or parts thereof, in conflict herewith to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 7. Effective Date. This ordinance shall become effective as provided by law.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this _____ day of _____, 2024.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

BY: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

Community Redevelopment Agency of the City of Bradenton, Florida

Redevelopment Plan

Tamiami Trail

Dr. Jeff Burton, FRA-RA
12-6-2023

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE-CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman
Lisa Gonzalez Moore
Jayne Kocher

LEGAL
Scott Rudacille, P.A.
Marisa J. Powers, P.A.

AGENCY
Jeff Burton, PhD, FRA-RA
Christopher Munyon, FRA-RP
Karen Kyser
Jean Farmer











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1. DEFINITION

1.1. Act

The Community Redevelopment Act of 1969.[1]

1.2. Affordable Housing

Affordable housing is defined in terms of the income of the people living in the home. The family must be income-eligible. Income eligibility is determined by area median income (AMI), adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of the AMI.
1.2.2 Very low income describes a family at or below 50% of the AMI.
1.2.3 Low income describes a family at or below 80% of the AMI.
1.2.4 Moderate [workforce] income describes a family at or below 120% of the AMI (at or below 100% of median income for federal programs).

The Department of Housing and Urban Development (HUD) determines the AMI by county or Metropolitan Statistical Areas (MSAs). AMIs are updated annually by HUD.[2]

1.3. Area

A Florida Statute designated redevelopment area.[3]

1.4. Blighted Area or Blight

An Area in which there are a substantial number of *deteriorated* or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic distress*; and in which two or more of the following factors are present:

1.4.1 The predominance of *defective* or *inadequate* street layouts, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the Area for ad valorem tax purposes have yet to show any appreciable increase over the five years before the finding of such conditions.
1.4.3 Faulty lot layout concerning size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 Deterioration of site or other improvements.
1.4.6 More adequate and updated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates are higher in the Area than in the remainder of the county or municipality.
1.4.10 Fire and emergency medical service calls to the Area are proportionately higher than in the remainder of the county or municipality.

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1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.11 The Area's crime incidence is higher than in the remainder of the county or municipality.
1.4.12 A more significant number of violations of the Florida Building Code in the Area than those recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or *defective* or unusual conditions of title that prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse environmental conditions caused by a public or private entity.
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity have yet to be adequately repaired or stabilized.

However, the term "Blighted Area" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the Agency or by resolution, that the Area is blighted. Such agreement or resolution must be limited to a determination that the Area is blighted to qualify for the tax credits authorized in Florida statute chapter 220.[4]

1.5. Board of Commissioners (Board)

Oversite group for the Agency and is appointed by the *Governing Body*. The Bradenton City Council appointed itself as the Board for this *Agency* on June 24, 2015.[5]

1.6. Brownfield Area

A contiguous area of one or more brownfield sites, some of which may not be contaminated and which has been designated by a local government by resolution. Such areas may include all or portions of redevelopment areas, enterprise zones, empowerment zones, other such established *economically* deprived communities and areas, and Environmental Protection *Agency*-designated brownfield pilot projects.[6]

1.7. Brownfield Site

This means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.[7]

1.8. Conservation

This means the following:

1.8.1 Careful preservation and protection of something.
1.8.2 Planned natural resource management to prevent exploitation, destruction, or neglect.
1.8.3 The preservation of a physical quantity during transformations or reactions. [8]

1.9. Community Advisory Committee (CAC)

An advisory subcommittee to the *Board*.

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4 FLORIDA STATUTE 163.340 (8)
5 CITY OF BRADENTON ORDINANCE 2967
6 FLORIDA STATUTE 376.79 (5)
7 FLORIDA STATUTE 376.79 (4)
8 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for and increasing the perceived risks of engaging in criminal activity through the visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.[9]

1.11. Community Redevelopment (Redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, for the reduction or prevention of crime, or the provision of *affordable housing*, whether for rent or sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and redevelopment in an *Area* or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and *economically distressed*, or rehabilitation or conservation in an *Area*, or any combination or part thereof, following a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.11.1 One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and

1.12.1 The rehabilitation, *conservation*, or redevelopment, or a combination thereof, of such Area or Areas, including, if appropriate, the development of housing that residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[10]

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform redevelopment in the *Area* according to Florida Statute.[11] The *Agency* also refers to the Community Redevelopment staff for this document.

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure allows commercial, industrial, multifamily, and nonprofit property *owners* to obtain low-cost, long-term financing for energy efficiency, renewable energy, and wind-hardening projects.[12]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and make sense of

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9 FLORIDA STATUTE 163.340 (23)
10 FLORIDA STATUTE 163.355 (2)
11 FLORIDA STATUTE 163.340 (1)
12 HTTPS://WWW.FDFCBONDS.COM/CPACE

community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[13]

1.15. Defective

Having a defect or flaw: imperfect in form, structure, or function.[14]

1.16. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed, and loss of effectiveness.[15]

1.17. Disseminated

To spread abroad as though sowing seed. To disperse throughout.[16]

1.18. Distress

To subject to great strain or difficulties.[17]

1.19. Economic

Relating to, or based on, the production, distribution, and consumption of goods and services.[18]

1.20. Elderly

Persons 62 years of age or older.[19]

1.21. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[20]

1.22. Gentrification

a process in which a poor area (as of a city) experiences an influx of middle-class or wealthy people who renovate and rebuild homes and businesses and which often results in an increase in property values and the displacement of earlier, usually poorer residents. [21]

1.23. Governing Body

The council, commission, or other legislative body that is charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[22]

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13 HTTPS://WWW.CPTED.NET/
14 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DEFECTIVE
15 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)
16 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISSEMINATE
17 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISTRESS
18 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ECONOMIC
19 FLORIDA STATUTE 420.503 (16)
20 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ENVIRONMENT
21 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/GENTRIFICATION
22 FLORIDA STATUTE 163.340 (3)

1.24. Historic Preservation

The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic preservation properties.[23]

1.25. Inadequate

Not enough or good enough.[24]

1.26. Increment Revenue

The non-ad valorem tax funds are placed in an *Agency*'s trust fund to generate redevelopment in its *Area*.[25]

1.27. Institute For Business & Home Safety FORTIFIED program

FORTIFIED is a voluntary construction and re-roofing Program designed to strengthen homes and commercial buildings against specific types of severe weather, such as high winds, hail, hurricanes, and even tornados.[26]

1.28. Institute For Business & Home Safety OPEN FOR BUSINESS Program

The OFB-EZ (Open for Business-EZ) toolkit helps small businesses take important steps they need to keep functioning in the event of a major disaster or even a small business disruption.[27]

1.29. Intensify

To grow more substantial or more acute.[28]

1.30. Liability

A disadvantage.[29]

1.31. National Flood Insurance Program (NFIP)

Created by Congress in 1968, the National Flood Insurance Program (NFIP) provides insurance to help reduce the socio-*economic* impact of floods. Flood insurance is a separate policy that can cover buildings, the contents of a building, or both.[30]

1.32. Non-Conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been legally continued and which does not conform to the [current] regulations.[31]

1.33. Occupant

See Tenant.

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23 FLORIDA STATUTE 267.021
24 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INADEQUATE
25 DR. JEFF BURTON
26 HTTPS://FORTIFIEDHOME.ORG/
27 HTTPS://IBHS.ORG/BUSINESSDISASTERRECOVERY/
28 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INTENSIFY
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/LIABILITY
30 HTTPS://WWW.FLOODSMART.GOV/ABOUT
31 2021 INTERNATIONAL ZONING CODE

1.34. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.[32]

1.35. Property Accessed Clean Energy (PACE)

A Florida public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements.[33]

1.36. Redevelopment Plan (Plan)

The approved redevelopment directions exist from time to time for an *Area*.[34]

1.37. Rehabilitate

This means the following:

1.36.1 To restore to a former capacity.
1.36.2 To convert to good repute.
1.36.3 Reestablish the good name of.
1.36.4 Restore to a former state.
1.36.5 Restore or bring to a condition of health or helpful and constructive activity.[35]

1.38. Remediate

To make (something) the target of remedial action: to provide a remedy.[36]

1.39. Revitalize

To give new life or vigor.[37]

1.40. Slum Area or Slums

An area having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or non-residential, which are impaired because of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

1.39.1 The presence of *inadequate* ventilation, light, air, sanitation, or open spaces provision.
1.39.2 High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code,
1.39.3 Conditions endangering life or property by fire or other causes.[38]

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32 BRADENTON CODE OF ORDINANCES SEC 1.2
33 HTTPS://FLORIDAPACE.GOV/ABOUT-PACE/
34 FLORIDA STATUTE 163.340 (11)
35 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REHABILITATE
36 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REMEDIATE
37 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REVITALIZE
38 FLORIDA STATUTE 163.340 (7)

1.41. Social

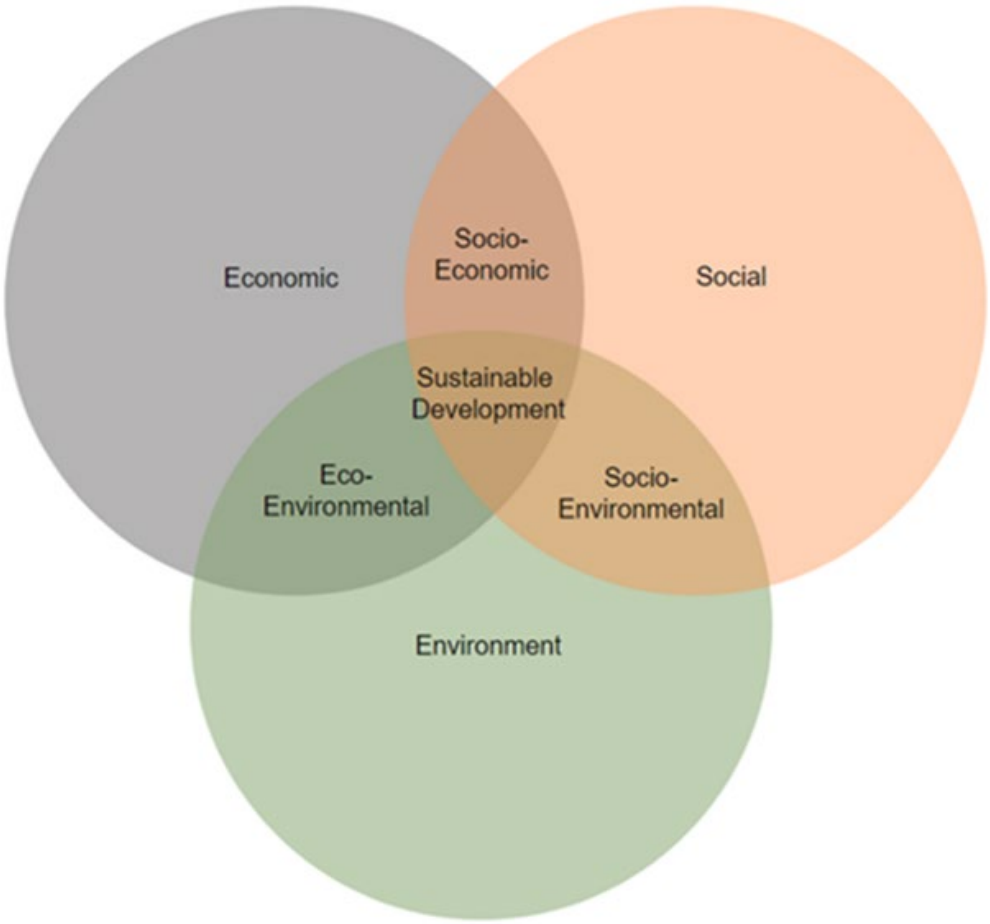
Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[39]

1.42. Sustainable Economic Development

A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[40] See *Sustainable Economic Development* Venn Diagram.

1.43. Sustainable Redevelopment

New construction on a site having pre-existing uses. *Sustainable redevelopment* represents a process of land development that *revitalizes* the physical, *economic*, and *social* fabric of urban space.[41]



Sustainable Economic Development Venn Diagram

39 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
40 DR. EDWARD B. BARBIER (1987)
41 CAVES, R. W. (2004). ENCYCLOPEDIA OF THE CITY. ROUTLEDGE. PP. 556. ISBN 9780415252256.

2. ECONOMIC

2.1. Goal

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit economies, *disseminated* through using redevelopment, safety, and a vibrant, diverse, developing, and *redeveloping community*. The *Agency* may also engage its resources to improve the *Area*'s minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

2.2. Redevelopment

2.2.1 Intent

2.2.1.1 The *Agency* may encourage commerce according to the following activities:

2.2.1.1.1 To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan*'s provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[42]

2.2.1.1.2 Removal of *blighted* conditions that include areas that lead to *economic distress*[43] and *economic* and *social liabilities* that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities. [44]

2.2.1.1.3 Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[45]

2.2.1.1.4 *Revitalize*, *rehabilitate*, and *redevelop* the *Governing Body* designated deteriorating and *economically distressed* coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[46 and 47]

2.2.1.1.5 Tax base preservation and enhancement.[48and 49]

2.2.2 Policies

2.2.2.1 *Increment revenue* incentives, grants, and other funding may be used for the following:

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42 FLORIDA STATUTE 163.345 (1)
43 FLORIDA STATUTE 163.340 (8)
44 FLORIDA STATUTE 163.340 (1)
45 FLORIDA STATUTE 163.340 (6)
46 FLORIDA STATUTE 163.340 (7)
47 FLORIDA STATUTE 163.340 (9)
48 FLORIDA STATUTE 163.335 (5)
49 FLORIDA STATUTE 163.353

2.2.2.1.1 *Revitalize* the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.[50]

2.2.2.1.2 Reduction or maintenance of natural disaster evacuation times. Ensure property protection against natural disaster exposure, [51] including the following listed from Florida Distaster.org:[52]

2.2.2.1.2.1 Drought.
2.2.2.1.2.2 Earthquake.
2.2.2.1.2.3 Extreme cold.
2.2.2.1.2.4 Flood.
2.2.2.1.2.5 Hazardous materials.
2.2.2.1.2.6 Hurricane.
2.2.2.1.2.7 Lightning.
2.2.2.1.2.8 Marine hazard.
2.2.2.1.2.9 Radiological emergency.
2.2.2.1.2.10 Space weather.
2.2.2.1.2.11 Terrorism.
2.2.2.1.2.12 Thunderstorms.
2.2.2.1.2.13 Tornadoes.
2.2.2.1.2.14 Wildfires.
2.2.2.1.2.15 Excessive warming.

2.2.2.1.3 Reduction or maintenance of long-term man-made disaster exposure to sea level rise, coastal risks,[53] and air pollutants.[54]

2.2.2.1.4 Pandemic.

2.2.2.2 Encourage, to the greatest extent feasible, private enterprise redevelopment according to the *Plan*,[55] giving special consideration to recommendations by the following:

2.2.2.2.1 *CAC*.
2.2.2.2.2 Architectural Review Board.
2.2.2.2.3 Tree & Landscape Preservation Board.
2.2.2.2.4 Planning Commission.
2.2.2.2.5 Code Enforcement Special Magistrate.
2.2.2.2.6 Nuisance Abatement Board.
2.2.2.2.7 Bradenton Housing Authority.
2.2.2.2.8 Affordable Housing Advisory Committee.
2.2.2.2.9 Public Art Advisory Board.
2.2.2.2.10 Manatee County Tourist Development Tax Advisory Board

2.2.2.3 Encourage new public and private employment,[56 and 57] and housing opportunities, especially those types that are in short supply.[58]

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50 FLORIDA STATUTE 163.371 (2)
51 FLORIDA STATUTE 163.360 (7) (E)
52 HTTPS://WWW.FLORIDADISASTER.ORG/HAZARDS/
53 HTTPS://CLIMATECENTER.FSU.EDU/TOPICS/SEA-LEVEL-RISE
54 HTTPS://FLORIDADEP.GOV/AIR/AIR/CONTENT/AIR-QUALITY-101
55 FLORIDA STATUTE 163.345
56 FLORIDA STATUTE 163.335 (1)
57 FLORIDA STATUTE 163.335 (4)
58 FLORIDA STATUTE 163.362 (8)

2.2.2.4 Encourage the sound growth of the *Area*'s taxable real property.[59]
2.2.2.5 Support the development of maker spaces or business incubators.[60]

2.3. Image

2.3.1 Intent

2.3.1.1 The *Agency* may *disseminate slum* clearance and *blighted area* redevelopment information[61] as follows:
2.3.1.1.1 File an annual report.[62]
2.3.1.1.2 Sponsor and finance dissemination of redevelopment activities and programs[63] not limited to the following:
2.3.1.1.2.1 Commerce.
2.3.1.1.2.2 Image.
2.3.1.1.2.3 Culture.
2.3.1.1.2.4 Emergency Management and Resiliency.
2.3.1.1.2.5 Housing.
2.3.1.1.2.6 Infrastructure.
2.3.1.1.2.7 Property Maintenance.
2.3.1.1.2.8 Public Safety.
2.3.1.1.3 File an annual audit.[64]
2.3.1.1.4 Apply for third-party redevelopment awards from related associations and conferences.
2.3.1.1.5 Use teachable redevelopment opportunities not limited to the following:
2.3.1.1.5.1 Relative state and national conventions.
2.3.1.1.5.2 Training courses and sessions.
2.3.1.1.5.3 University and college courses and certifications.
2.3.1.1.6 Earn certifications related to redevelopment, project management, finance, and other related activities.

2.3.2 Policies

2.3.2.1 *Disseminate* positive information that reflects the *Agency*'s programs and services through various mediums, programs, and projects.
2.3.2.2 Develop the *Agency* brand.
2.3.2.3 Maximize public opportunities to *disseminate Agency* activities and information, including the following:
2.3.2.3.1 Finance public events to thoroughly disperse and spread the *Agency*'s redevelopment information.
2.3.2.3.2 Finance events that visibly increase the presence of *community policing innovation* as an element of a *community policing innovation* plan.

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59 FLORIDA STATUTE 163.335 (1)
60 FLORIDA STATUTE 163.335 (1)
61 FLORIDA STATUTE 163.370 (2) (B)
62 FLORIDA STATUTE 163.371 (2)
63 FLORIDA STATUTE 163.370 (2) (B)
64 FLORIDA STATUTE 163.387 (8)

2.3.2.4 Establish at least one (1) *Area* Merchants' Association Main Street Program.

2.4. Property Maintenance

2.3.3 Intent

2.3.3.1 The *Agency* may *intensify* the *Governing Body*'s property maintenance activities as follows:

2.3.3.1.1 Carrying out a voluntary or compulsory repair and rehabilitation program of buildings and improvements.[65]

2.3.3.1.2 Enforcing state and local laws, codes, and regulations relating to land use, the use and occupancy of buildings and improvements, and the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.[66]

2.3.3.1.3 Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the *Area* by private enterprise[67]… including… the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.

2.3.4 Policies

2.3.4.1 Support *Governing Body* compliance by *intensify*ing compliance efforts in the *Area*.

2.3.4.2 Encourage neighborhood *conservation* by providing intensified code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

2.3.4.3 Use incentives to aid code compliance.

2.3.4.4 The *Agency* may assist in correcting *non-conformities* and inconsistent future land use issues.

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65 FLORIDA STATUTE 163.370 (2) (C) (5)
66 FLORIDA STATUTE 163.370 (H) 2.
67 FLORIDA STATUTE 163.345 (1)

3. ENVIRONMENT

3.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery. The *Agency* may also focus resources to reduce the probability of or eliminate *slums* and *blight* through infrastructure projects above and beyond the *Governing Body*'s normal standards. The *Agency* may take advantage of the special redevelopment relationship accorded to them through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

3.2 Emergency Management and Resiliency

3.2.1 Intent

3.2.1.1 The *Agency* may *intensify* existing resiliency or post-disaster rehabilitation of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs redevelopment or rehabilitation resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted area*.[68]

3.2.1.1.2 Eliminate and prevent *slums* and *blight* and encourage community rehabilitation [69,70,71, and 72,] especially by private enterprises.[73]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to[74], a focal center[75] and spread[76] of disease.

3.2.1.1.4 *Blight* leads to *economic distress*[77] and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential[78] and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[79]

3.2.1.1.5 The *Plan* and resulting revitalization and redevelopment for a coastal tourist area that is *deteriorating* and *economically distressed*[80] will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.[81]

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68 FLORIDA STATUTE 163.360 (10)
69 FLORIDA STATUTE 163.345 (1)
70 FLORIDA STATUTE 163.350
71 FLORIDA STATUTE 163.355 (2)
72 FLORIDA STATUTE 163.360 (2) (B)
73 FLORIDA STATUTE 163.345 (1)
74 FLORIDA STATUTE 163.340 (7)
75 FLORIDA STATUTE 163.335 (1)
76 FLORIDA STATUTE 163.360 (8) (A) 3.
77 FLORIDA STATUTE 163.335 (4)
78 FLORIDA STATUTE 163.340 (8) (G)
79 FLORIDA STATUTE 163.340 (8) (I)
80 FLORIDA STATUTE 163.335 (4)
81 FLORIDA STATUTE 163.360 (7) (E)

3.2.2 Policies

3.2.2.1 *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area, reduce or maintain evacuation time, and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board* and *Governing Body* deem its duration by resolution.

3.2.2.2 *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities, especially to standards such as the Insurance Industry's Institute for Business and Home Safety's Fortified and Open for Business programs or the like.

3.2.2.3 Emergency remediation activities may include any activities agreed upon by the *Board* and *Governing Body* by resolution.

3.2.2.4 *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

3.3 Infrastructure

3.3.1 Intent

3.3.1.1 The *Agency* may *intensify* the *Governing Body*'s infrastructure projects by undertaking programs and projects for the elimination of *blight* that include the following:

3.3.1.1.1 Inadequacies include street layouts, parking facilities, roadways, bridges, or transportation facilities. [82]

3.3.1.1.2 Aggravated traffic problems that substantially hamper traffic hazards.[83]

3.3.1.1.3 Lack of modern traffic requirements.[84]

3.3.1.1.4 Existing traffic congestion and lack of parks, playgrounds, other public improvements, and structures. [85]

3.3.1.1.5 *Intensify* the *Governing Body*'s maintenance programs.

3.3.2 Policies

3.3.2.1 Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years.[86]

3.3.2.2 Develop multimodal transportation corridors like Urban Transit Circulator, freight, or intermodal hubs.

3.3.2.3 Improve access to public parks and open spaces.

3.3.2.4 Support the *Governing Body* and trust fund investing taxing authority, leased placemaking destinations that encourage *economic*, *environmental*, and *social* well-being, especially in a coastal tourism area.

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82 FLORIDA STATUTE 163.340 (8) (A)
83 FLORIDA STATUTE 163.335 (1)
84 FLORIDA STATUTE 163.360 (8) (B) 2.
85 FLORIDA STATUTE 163.350
86 FLORIDA STATUTE 163.370 (3) (B)

3.3.2.5 Plan and implement large (greater than 2 acres) parks and public access to the water.
3.3.2.6 Develop linear parks, trails, and walks, especially those that connect to other *Agency Area*s and placemaking destinations.
3.3.2.7 Install Low Impact Development (LID) including permeable pavers and bioswales.
3.3.2.8 Correct existing infrastructure deficiencies, primarily Americans with Disabilities Act issues.
3.3.2.9 Support *PACE* and *C-PACE* projects.
3.3.2.10 Prioritize improvements at intersections with unusually high accident rates.
3.3.2.11 Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
3.3.2.12 Maintain existing access and seek opportunities to increase public access to the waterfront.
3.3.2.13 Plan and develop adequate park and recreational areas and facilities, considering the health, safety, and welfare of children residing in the general vicinity of the site covered by the *Plan*.
3.3.2.14 Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
3.3.2.15 Address *environmental* concerns and redevelopment related to *brownfield sites and areas*.

3.4 Remediation

3.4.1 Intent

3.4.1.1 *Environmentally rehabilitate* or *conserve* [87] [and] [88] or a combination of both to redevelop properties in the *Area*.
3.4.1.2 Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the redevelopment or reuse of *brownfield sites*.[89] [And] [90]
3.4.1.3 Encourage the designation of the *Area* as a *brownfield area*.[91]
3.4.1.4 Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield site or area*.[92] The *Agency* may be used to the fullest extent of the law to encourage redeveloping *brownfield sites and areas*. These incentives may assist as follows:
3.4.1.4.1 Financial.
3.4.1.4.2 Regulatory.
3.4.1.4.3 Technical.[93]

87 FLORIDA STATUTE 163.335 (2)
88 FLORIDA STATUTE 163.340 (9)
89 FLORIDA STATUTE 163.400 (C)
90 FLORIDA STATUTE 376.84 (A)
91 FLORIDA STATUTE 376.79 (4)
92 FLORIDA STATUTE 376.84 (A)
93 FLORIDA STATUTE 376.84

3.4.1.5 Remediation and redevelopment are public investments promoting job creation and eliminating public health and *environmental* hazards.[94]

3.4.1.6 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[95]

3.4.2 Policies

3.4.2.1 *Increment revenue* grants may be used to support the State of Florida Brownfield Redevelopment Program tax credits.

3.4.2.2 When an incentive is applied for, The *Agency* may loan property *owners* remediation funds as part of a Florida Brownfield Redevelopment Program Brownfield Site Rehabilitation Agreement (BSRA) where program tax credits are monetized.

3.4.2.3 A redevelopment grant may be applied for after a remediation loan once the state tax credits have been awarded to the *Agency*.

3.4.2.4 The *Agency* may acquire perceived *brownfield sites and areas* for remediation, tax credit collection and sale, and private-sector redevelopment.

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94 FLORIDA STATUTE 376.84
95 FLORIDA STATUTE 163.340 (N)

4. SOCIAL

4.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* in conserving and rehabilitating the *Area*. The *Agency* may focus resources on redeveloping residential and mixed-use structures, reducing or eliminating crime, and increasing public safety through *community policing innovation*s. The Agency will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

4.2 Culture

4.2.1 Intent

4.2.1.1 The *Agency* may *intensify* the *Governing Body*'s cultural activities as follows:

4.2.1.1.1 Redevelopment activities, projects, rehabilitation, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[96]

4.2.1.1.2 The rehabilitation, *conservation*, or redevelopment, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[97]

4.2.1.1.3 The susceptible *conservation* or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented, and those salvageable *slums* and *blighted areas* can be conserved and *rehabilitated* through appropriate public action.[98]

4.2.1.1.4 Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[99]

4.2.2 Policies

4.2.2.1 *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

4.2.2.1.1 Cultural sites are not limited to museums, aquariums, theatres, performing art centers, or convention centers.

4.2.2.1.2 *Historical Preservation Governing Body*, State and Federal certified sites.

4.2.2.1.3 Artistic sites certified by the *Governing Body*.

4.2.2.2 Public and private art's financial support may be considered an *increment revenue* expenditure.

4.2.2.3 Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

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96 FLORIDA STATUTE 163.340 (9)
97 FLORIDA STATUTE 163.355 (2)
98 FLORIDA STATUTE 163.335 (2)
99 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

4.3 Housing

4.3.1 Intent

4.3.1.1 The *Agency* may *intensify* the *Governing Body*'s housing stock by:

4.3.1.1.1 Providing for the *Area*'s low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[100]

4.3.1.1.2 Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[101]

4.3.1.1.3 Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[102]

4.3.1.1.4 Providing *affordable housing* to residents of low or moderate income, including the *elderly*.[103,104,105, and 106]

4.3.2 Policies

4.3.2.1 The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

4.3.2.1.1 Develop rent buydowns for workforce housing, especially for employees in the *Area*.[107]

4.3.2.1.2 Support *rehabilitation* grants for *deteriorated* housing.

4.3.2.1.3 Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

4.3.2.1.4 Incentivize developers for providing housing sites.

4.3.2.1.5 Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

4.3.2.1.6 Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

4.3.2.1.7 Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.

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100 FLORIDA STATUTE 163.360 (2) (C)
101 FLORIDA STATUTE 163.340 (9)
102 FLORIDA STATUTE 163.370 (2) (J)
103 FLORIDA STATUTE 163.335 (6)
104 FLORIDA STATUTE 163.340 (9)
105 FLORIDA STATUTE 163.340 (10)
106 FLORIDA STATUTE 163.350
107 FLORIDA STATUTE 163.340 (9)

4.3.2.1.8 Develop new methodologies for low, moderate, workforce, and market-rate housing not limited to:
4.3.2.1.9 Land trusts and land banks.
4.3.2.1.10 Rental or ownership markets.
4.3.2.1.11 Alternative energy point sourcing.
4.3.2.1.12 Pocket neighborhoods.
4.3.2.1.13 Sustainably affordable financial accommodations.
4.3.2.1.14 Natural disaster and energy resilient construction.
4.3.2.2 Support *PACE* and *C-PACE* and similar program projects.
4.3.2.3 The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less-than-market-value housing.
4.3.2.4 Incentive all new housing units, regardless of income, that meet one of the following:
4.3.2.4.1 A cost/benefit analysis over the *Agency*'s life.
4.3.2.4.2 Redevelop a *Governing Body-designated slum* or *blighted* structure.
4.3.2.4.3 *Remediate* and *redevelop* a designated brownfield site or area.

4.4 Public Safety

4.4.1 Intent

4.4.1.1 The *Agency* may *intensify* the *Governing Body*'s *community policing innovation* activities following:
4.4.1.1.1 The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.[108]
4.4.1.1.2 At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovation*s or *CPTED*.[109]
4.4.1.1.3 A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovation*s.[110]
4.4.1.1.4 The … *Plan* may provide for developing and implementing *community policing innovation*s.[111]

4.4.2 Policies

4.4.2.1 The *Agency* shall not institute *community policing innovation* unless:
4.4.2.1.1 The *Governing Body* has approved its development.
4.4.2.1.2 It is noted in the *Plan*.
4.4.2.1.3 The *Agency* may assist the *Governing Body* with the following:
4.4.2.1.3.1 The *increment revenue* funding provides for a strengthening of existing policing resources.

108 FLORIDA STATUTE 163.335 (3)
109 FLORIDA STATUTE 163.356 (3) (E)
110 FLORIDA STATUTE 163.358 (5)
111 FLORIDA STATUTE 163.370 (2) (O)

4.4.2.1.3.2 Encourage *community policing innovation* through *CPTED* in buildings, streets, and other designs.

4.4.2.1.3.3 Make use of *community policing innovation* as defined by its *redevelopment* definition.

4.4.2.1.3.4 Make use of *CPTED*.

4.4.2.1.3.5 Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.

4.4.2.1.3.6 Address homelessness and vagrancy issues.

5. STATUTORY POWERS

5.1 GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

5.1.1 Intent

5.1.1.1 It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* following this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

5.1.2 Policies

5.1.2.1 Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

5.1.2.2 *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

5.1.2.3 If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

5.1.2.4 Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

5.1.2.5 Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

5.1.2.6 Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

5.1.2.7 Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

5.1.2.8 Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

5.1.2.9 Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

5.1.2.10 The *Agency* is not authorized with the following powers:

5.1.2.10.1 Eminent domain.[112]

5.1.2.10.2 Construct or expand administrative buildings for public bodies or police and fire buildings unless each taxing authority agrees to such method of financing for the construction or expansion or unless the construction or expansion is contemplated as part of a *community policing innovation*.[113]

5.1.2.10.3 Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.[114]

5.1.2.10.4 General government operating expenses unrelated to the planning and carrying out of a *Plan*.[115]

5.1.2.10.5 Fund third-party entity administrative, project, or program costs not associated with this *Plan*.[116]

112 FLORIDA STATUTE 163.335 (7)
113 FLORIDA STATUTE 163.370 (3) (A)
114 FLORIDA STATUTE 163.370 (3) (B)
115 FLORIDA STATUTE 163.370 (3) (C)
116 JEFF ORIS

6. STATUTORY REQUIRED ELEMENTS OF THE PLAN

6.1 GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must follow the *Plan*, which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document that must be evaluated and amended regularly to accurately reflect changing conditions and community objectives.

6.1.1 Intent

6.1.1.1 Chapter 163.362 specifies the contents of a *Plan*. The statute's text is shown below in italics, followed by the location in the *Plan* documents where each required element can be found. Intents of the *Plan*. --Every *Plan* shall:

6.1.1.1.1 Contain a legal description of the *Area*'s boundaries and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

6.1.1.1.2 Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

6.1.1.1.3 Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

6.1.1.1.4 The approximate number of dwelling units.

2,000

6.1.1.1.5 Such property is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the Area may be intended for the proposed uses

6.1.1.1.6 If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element that describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:
Resident relocation is nominal, as most of the projects are scheduled on government-owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are designed to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services, and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting the school population.

6.1.1.1.7 Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield site and area remediation*, parks, parking, parking garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan***.**

6.1.1.1.8 Contain adequate safeguards that the *redevelopment* work will be carried out under the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out. The *Plan* referred to the Act, grants, incentives, programs, and projects polices were referenced to the *Plan*.

6.1.1.1.9 Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate, the *Agency* will impose covenants on property sold or leased to regulate the property, particularly with project use and design, to effectuate this *Plan*.

6.1.1.1.10 Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor. The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

6.1.1.1.11 Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

61.1.1.12 Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended according to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *redevelopment* activities financed by incremental revenues shall be completed no later than September 30th, 2040, following the adoption of this *Plan*.

APPENDIX A

BEGIN AT INTERSECTION OF 15TH STRET EAST AND MARTIN LUTHER KING AVENUE EAST, THEN GO SOUTH ALONG 15TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO A POINT THAT IS 120' EAST OF 14TH STREET EAST, THEN GO SOUTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200', THEN GO WEST ALONG THE CITY LINIT LINE A DISTANCE OF 320', THEN GO NORTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200' TO 13TH AVENUE THEN CONTINUE WEST ALONG 13TH AVENUE EAST TO 9TH STREET EAST, THEN GO ALONG 9TH STREET EAST FOLLOWNG THE CITY LIMIT LINE A DISTANCE OF 2230', THENCE W N88D54'10*W A DISTANCE OF 142.73', THENCE W N53D11'51" W A DISTANCE OF 1259'78", THENCE NN11D42'27" E A DISTANCE OF 1343.98', THENCE W A DISTANG OF 188' STILL FOLLOWING THE CITY LIMIT LINE TO 6TH STREET EAST, THEN GO NORTH ALONG 6TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO 1ST STREET THEN GO SOUTH ALONG 1ST STREET TO 17TH AVENUE WEST, THEN TO WEST ALONG 17TH AVENUE WEST TO 5TH STREET WEST, THEN GO NORTH A OF 260' TO 16TH AVENUE WEST, THEN GO WEST ALONG 16TH AVENUE WEST TO 6TH STREET WEST, THEN GO NORTH ALONG 6TH STREET WEST TO 13TH AVENUE WEST, THEN GO WEST ALONG 13TH AVENUE WEST TO 7TH STREET COURT WEST, THEN GO NORTH ALONG 7TH STREET COURT WEST TO 11TH AVENUE WEST, THEN GO WEST ALONG 11TH AVENUE WEST STREET WEST TO 8TH STREET WEST, THEN GO NORTH 8TH STREET WEST AND AN EXTENSION THEREOF TO MARTIN LUTHER KING AVENUE WEST, GO EAST ALONG MARTIN LUTHER KING AVENUE WEST AND MARTIN LUTHER KING AVENUE EAST TO THE POINT OF BEGINNING

APPENDIX B


TAMIAMI TRAIL
COMMUNITY REDEVELOPMENT AREA
Legend
14th St CRA
City of Bradenton
0
200
400
600
Yards
N
E
W
Bradenton
MANATEE COUNTY
BRADENTON
MANATEE COUNTY
6TH STREET W
7TH STREET W
9TH STREET W
15TH STREET W
9TH AVENUE W
12TH AVENUE W
26TH AVENUE W
VIRGINIA DRIVE

APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units (9)		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET (6)(8)					
One dwelling unit	75	60	50	50	35
Two dwelling units (9)		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS (1) IN FEET					
Principal building					
front (2) (8)	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences (7)					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT (3) IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET (4)					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE (5)	50%	60%	70%	70%	70%

* A FIVE-UNIT DENSITY BONUS IS PERMITTED WITH THE PROVISION OF AFFORDABLE HOUSING

(1) AN OVERHANG OF UP TO TWO FEET IS PERMITTED TO EXTEND INTO THE REQUIRED SETBACK UNLESS THE OVERHANG WOULD EXTEND INTO A PUBLIC FACILITIES EASEMENT. A VARIANCE OF UP TO 12 INCHES MAY BE APPROVED BY THE PCD DIRECTOR. SETBACKS SHALL BE MEASURED FROM THE RIGHT-OF-WAY UNLESS WAIVED BY THE PCD DIRECTOR PER SUBSECTION 4.1.1.

(2) SECONDARY FRONT YARD SETBACK MINIMUM IS 15 FEET.

(3) ADDITIONAL HEIGHT IS PERMITTED IF ONE FOOT IS ADDED TO THE REAR AND SIDE SETBACKS FOR EACH FOOT OF ADDITIONAL HEIGHT OF THE BUILDING.

(4) EXCLUSIVE OF GARAGES, CARPORTS OR OTHER ENCLOSED AREAS.

(5) INCLUDING BUILDING FOOTPRINT, PAVED DRIVES, PAVED TERRACES, IMPERVIOUS DECKS, SWIMMING POOLS, AND OTHER IMPERVIOUS SURFACES.

(6) REQUIRED ON ONLY ONE FRONTAGE ON A DOUBLE FRONTAGE LOT.

(7) WITH THE EXCEPTION OF FENCES, ACCESSORY BUILDINGS OR ACCESSORY STRUCTURES SHALL NOT BE PLACED ON EASEMENTS.

(8) CUL-DE-SAC LOTS MAY REDUCE LOT WIDTH AT BUILDING LINE BY 25 FEET

(9) SEE SECTION 3.4.5.6 FOR VILLAGE OF THE ARTS OVERLAY DISTRICT.

APPENDIX D

DESCRIPTION	2023	2023A	2024	2025	2026	2027	2028
REVENUES							
Increment Revenue	$ 1,220,612.56	$ 1,220,612.56	$ 1,219,666.07	$ 1,246,636.87	$ 1,273,607.68	$ 1,300,578.49	$ 1,327,549.30
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenue	$ 1,220,612.56	$ 1,220,612.56	$ 1,219,666.07	$ 1,246,636.87	$ 1,273,607.68	$ 1,300,578.49	$ 1,327,549.30
Total Revenue + Fund Balance	$ 1,220,612.56	$ 1,220,612.56	$ 1,219,666.07	$ 1,246,636.87	$ 1,273,607.68	$ 1,300,578.49	$ 1,327,549.30
EXPENSES							
OPERATIONS & MANAGEMENT							
Executive Director	$ 39,599.00	$ 19,634.01	$ 20,525.35	$ 21,472.47	$ 22,479.32	$ 23,550.15	$ 24,689.57
Assistant Director	$ 31,348.00	$ -	$ -	$ -	$ -	$ -	$ -
Program Adminstrator	$ 25,043.00	$ 10,612.35	$ 11,094.13	$ 11,606.06	$ 12,150.27	$ 12,729.06	$ 13,344.93
Public Art Coordinator	$ 5,831.00	$ 8,152.96	$ 8,523.08	$ 8,916.37	$ 9,334.46	$ 9,779.12	$ 10,252.26
CRA Manager	$ 27,719.00	$ 13,513.45	$ 14,126.93	$ 14,778.81	$ 15,471.79	$ 16,208.81	$ 16,993.03
Service Incentive	$ 754.00	$ 319.54	$ 334.05	$ 349.46	$ 365.85	$ 383.28	$ 401.82
FICA Executive Director	$ 2,395.00	$ 1,014.84	$ 1,060.91	$ 1,109.87	$ 1,161.91	$ 1,217.26	$ 1,276.15
FICA Assistant Director	$ 1,994.00	$ -	$ -	$ -	$ -	$ -	$ -
FICA Program Adminstrator	$ 1,560.00	$ 660.62	$ 690.61	$ 722.48	$ 756.35	$ 792.38	$ 830.72
FICA Public Art Coordinator	$ 329.00	$ 459.94	$ 480.82	$ 503.01	$ 526.60	$ 551.68	$ 578.38
FICA CRA Manager	$ 1,629.00	$ 724.78	$ 757.68	$ 792.64	$ 829.81	$ 869.34	$ 911.40
MC Executive Director	$ 561.00	$ 237.45	$ 248.23	$ 259.69	$ 271.86	$ 284.82	$ 298.60
MC Assistant Director	$ 455.00	$ -	$ -	$ -	$ -	$ -	$ -
MC Program Adminstrator	$ 365.00	$ 154.53	$ 161.54	$ 169.00	$ 176.92	$ 185.35	$ 194.32
MC Public Art Coordinator	$ 77.00	$ 107.68	$ 112.57	$ 117.76	$ 123.28	$ 129.16	$ 135.41
MC CRA Manager	$ 381.00	$ 169.59	$ 177.29	$ 185.48	$ 194.17	$ 203.42	$ 213.26
FRS Executive Director	$ 5,374.00	$ 2,277.21	$ 2,380.59	$ 2,490.44	$ 2,607.21	$ 2,731.41	$ 2,863.56
FRS Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FRS Program Adminstrator	$ 5,452.00	$ 2,309.93	$ 2,414.79	$ 2,526.22	$ 2,644.68	$ 2,770.66	$ 2,904.71
FRS Public Art Coordinator	$ 792.00	$ 1,106.44	$ 1,156.67	$ 1,210.04	$ 1,266.78	$ 1,327.13	$ 1,391.34
FRS CRA Manager	$ 3,762.00	$ 1,577.99	$ 1,649.63	$ 1,725.75	$ 1,806.67	$ 1,892.73	$ 1,984.31
HC Executive Director	$ 4,253.00	$ 1,802.02	$ 1,883.83	$ 1,970.75	$ 2,063.16	$ 2,161.44	$ 2,266.02
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HC Program Adminstrator	$ 5,253.00	$ 2,114.71	$ 2,210.71	$ 2,312.72	$ 2,421.17	$ 2,536.50	$ 2,659.22
HC Public Art Coordinator	$ 1,289.00	$ 1,802.02	$ 1,883.83	$ 1,970.75	$ 2,063.16	$ 2,161.44	$ 2,266.02
HC CRA Manager	$ 4,253.00	$ 1,802.02	$ 1,883.83	$ 1,970.75	$ 2,063.16	$ 2,161.44	$ 2,266.02
LI Executive Director	$ -	$ 69.92	$ 73.10	$ 76.47	$ 80.05	$ 83.87	$ 87.93
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LI Program Adminstrator	$ 64.00	$ 26.85	$ 28.07	$ 29.36	$ 30.74	$ 32.21	$ 33.76
LI Public Art Coordinator	$ 19.00	$ 42.09	$ 44.00	$ 46.03	$ 48.19	$ 50.49	$ 52.93
LI CRA Manager	$ 70.00	$ 31.13	$ 32.54	$ 34.04	$ 35.64	$ 37.34	$ 39.14
WC Executive Director	$ 100.00	$ 42.09	$ 44.00	$ 46.03	$ 48.19	$ 50.49	$ 52.93
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WC Program Adminstrator	$ 65.00	$ 27.41	$ 28.65	$ 29.98	$ 31.38	$ 32.88	$ 34.47
WC Public Art Coordinator	$ 15.00	$ 20.42	$ 21.34	$ 22.33	$ 23.38	$ 24.49	$ 25.67
WC CRA Manager	$ 70.00	$ 30.98	$ 32.39	$ 33.88	$ 35.47	$ 37.16	$ 38.96
CONTRACTUAL & PROFESSIONAL SERVICES							
Legal	$ 20,000.00	$ 20,000.00	$ 20,907.96	$ 21,872.73	$ 22,898.35	$ 23,989.14	$ 25,149.80
Recording	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Community Visioning	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Public Art Master Plan	$ 30,000.00	$ 30,000.00	$ -	$ -	$ -	$ -	$ -
Business Flare	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit Software	$ 333.00	$ 333.00	$ -	$ -	$ -		$ -
Audit	$ 3,332.00	$ 3,332.00	$ 3,483.27	$ 3,644.00	$ 3,814.86	$ 3,996.59	$ 4,189.96
Rental Property	$ -	$ -	$ -	$ -	$ -	$ -	
Demolition	$ 150,000.00	$ 150,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
METV	$ 9,350.00	$ 9,350.00	$ 9,774.47	$ 10,225.50	$ 10,704.98	$ -	
Axis 360	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Security Service	$ 36,667.00	$ 36,667.00	$ 38,331.60	$ 40,100.37	$ 41,980.69	$ 43,980.50	$ 46,108.39
Soofa Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Freebee	$ 58,240.00	$ 45,367.08	$ 47,426.64	$ 49,615.09	$ 51,941.55	$ 54,415.86	$ 57,048.65
Bank Fees	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Appraisal, Survey, Title, Environmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property fee Expense	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
Travel and Per Diem	$ 3,350.00	$ 3,350.00	$ 3,502.08	$ 3,663.68	$ 3,835.47	$ 4,018.18	$ 4,212.59
Communication Services	$ 1,538.00	$ 1,538.00	$ 1,607.82	$ 1,682.01	$ 1,760.88	$ 1,844.77	$ 1,934.02
Freight and Postage	$ 665.00	$ 665.00	$ 665.00	$ 665.00	$ 665.00	$ 665.00	$ 665.00
Zeno Large Copier	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Zeno Large Copier Usage	$ 665.00	$ 665.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Rental Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Liability Insurance	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Rental Property Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CRA Owned Property Maintenance	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Equipment Repair and Maintenance	$ 150.00	$ 150.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Business Cards, Annual Report, Other	$ 1,333.00	$ 1,333.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00
Maintanence Printing and Binding	$ 120.00	$ 120.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Promotional Activities	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
Legal Advertisment	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00

Property Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
Equipment Under 5000	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Cumputer Equipment under 5000	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Gear/Uniforms	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
FRA Annual Dues	$ 832.00	$ 832.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00
Bradenton Herald	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
IEDC	$ 152.00	$ 152.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
FEDC	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Americans for the Arts	$ 25.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
FL Association of Public Art Professionals	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Other Public Art Publications	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
CRM Software	$ 700.00	$ 700.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
CAFÉ	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Education and Training	$ 5,990.00	$ 5,990.00	$ 5,790.00	$ 5,790.00	$ 5,790.00	$ 5,790.00	$ 5,790.00	$ 5,790.00
CAPITAL IMPROVEMENT PROJECTS								
Land	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00
Park Improvements and Construction	$ -			$ -	$ -	$ -	$ -	$ -
Infrastructure	$ 350,000.00	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Lighting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Public Art Outlay (Chrysallis)	$ 50,000.00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Public Art Outlay	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
REDEVELOPMENT INVESTMENT								
ASSISTANCE TO BUSINESS								
Redevelopment Grant Program	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
Grand Palms	$ 20,000.00	$ 20,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ -	$ -	
Astoria	$ 400,000.00	$ 400,000.00						
Community Events	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
CRA Owned Properties	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Affordable Housing Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TRANSFERS								
Community Policing	$ 269,959.00	$ 269,959.00	$ 282,214.53	$ 295,237.03	$ 309,080.75	$ 323,804.26	$ 339,470.76	
Code Enforcement	$ 25,000.00	$ 25,000.00	$ 26,134.94	$ 27,340.91	$ 28,622.93	$ 29,986.43	$ 31,437.25	
City Admin Charges	$ 25,000.00	$ 25,000.00	$ 26,134.94	$ 27,340.91	$ 28,622.93	$ 29,986.43	$ 31,437.25	
Annual Expenses	**$ 2,334,272.00**	**$ 2,171,388.05**	**$ 1,328,734.43**	**$ 1,353,355.91**	**$ 1,379,530.06**	**$ 1,306,152.67**	**$ 1,335,230.53**	


CRA
CITY OF
Bradenton

AGENDA ITEM NO. 10.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	January 10, 2024
SUBMITTED BY:	Corey Fortin, City Administration
ITEM TYPE:	Agreement
AGENDA SECTION:	NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL
SUBJECT:	City Hall Disposition Update
SUGGESTED ACTION:	Approve City Administrator to execute the Preliminary Agreement with Exhibit B (Term Sheet) and continued diligence with Developer relative to the disposition of City Hall.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City Administrator will provide an update on the status of the City Hall Disposition.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to Approve City Administrator to execute the Preliminary Agreement with Exhibit B (Term Sheet) and continued diligence with Developer relative to the disposition of City Hall.

ATTACHMENTS:
Preliminary Agreement for the Sale and Development of Real Property
Exhibit B to Preliminary Agreement - Term Sheet

PRELIMINARY AGREEMENT FOR THE SALE AND DEVELOPMENT OF REAL PROPERTY BETWEEN THE CITY OF BRADENTON AND VIAS AT BRADENTON LLC

THIS PRELIMINARY AGREEMENT (the "**Preliminary Agreement**") is made and entered into this _____ day of _____ 2023 (the "**Effective Date**") by and between **THE CITY OF BRADENTON**, a municipal corporation of the State of Florida (the "**City**"), and **VIAS AT BRADENTON LLC**, a Florida limited liability company (the "**Developer**"), which parties may hereinafter be referred to collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, the City owns certain real property and improvements consisting of 4+/- acres located at 101 12th Street West, Bradenton Florida 33401 (portions of Parcel ID Nos. 3294300003 and 329200008), which includes City Hall and the Bradenton Police Department headquarters, and is more particularly described in **Exhibit A** attached hereto and made a part hereof (hereinafter the "**Property**"); and

WHEREAS, the City issued a Request for Proposals RFP 22-037TW2, Nationwide Invitation to Offer Proposals for Purchase of Real Property (the "**RFP**"), for the purpose of soliciting proposals for purchase and redevelopment of the Property; and

WHEREAS, the Developer submitted a proposal in response to the RFP in which the Developer proposed to purchase the Property for $14,100,000.00, demolish the existing structures located on the Property, and develop the Property as a mixed-use development consisting of residential, hotel, and commercial/retail uses (the Developer's construction of the mixed-use development on the Property is hereinafter referred to as the "**Project**"); and

WHEREAS, upon evaluating proposals received in response to the RFP, the City Council voted to proceed with negotiating with the Developer on the terms of Developer's acquisition and development of the Property; and

WHEREAS, the Parties wish to enter into this Preliminary Agreement in order to:

(a) allow the Developer to perform certain due diligence of the Property and the Project;
(b) establish an exclusivity period whereby the Parties shall negotiate in good faith and exclusively with one another for the acquisition of the Property for purposes of development of the Project consistent with the terms and conditions set forth in the Master Purchase and Sale and Development Agreement (the "**Master Agreement**") to be entered into, if at all, during the term of this Preliminary Agreement; and
(c) satisfy certain contingencies as a prerequisite to the Parties' entering into the Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE I.
GENERAL UNDERSTANDING OF THE PARTIES

A. Incorporation of Recitals. The foregoing recitals are hereby incorporated herein by reference and form a material part of this Preliminary Agreement. Any terms defined in the recitals shall have the same meaning when used in the body of this Preliminary Agreement.

B. Intent. This Preliminary Agreement sets forth certain binding provisions and contingencies as a preliminary step toward the Parties' efforts to enter into the Master Agreement. This Preliminary Agreement is not intended to be a complete statement of all terms and conditions related to the purchase and sale of the Property and construction of the Project, which require further due diligence and elaboration, but it does contain certain terms and conditions which the Parties intend and agree shall be binding and enforceable. The Parties understand and acknowledge that additional due diligence with respect to the Project is required, and that the sale of the Property to Developer shall not close unless and until a mutually acceptable Master Agreement is approved and executed by the Parties.

C. Term. This Preliminary Agreement be effective as of the Effective Date and shall continue in full force and effect until the earlier of: (i) the full execution of the Master Agreement by the City and the Developer, (ii) written notice by the Developer or the City to the other Party that the Party providing notice believes that one or more of the Preliminary Agreement Contingencies has not been satisfied by the deadline set forth in the Milestone Schedule or is incapable of being satisfied by the deadline set forth in the Milestone Schedule despite good faith, diligent and reasonable efforts, and therefore, said Party has elected to terminate this Preliminary Agreement, or (iii) March 29, 2024 (unless such date is extended by mutual agreement of the Parties by a written amendment to this Preliminary Agreement). Notwithstanding the foregoing, should Developer submit the proposed form of the Master Development Agreement and the proposed Conceptual Design Plan by the dates required hereunder but said agreement and/or plan have not yet been finalized and the negotiations between the Parties are continuing as of March 29, 2024, the Preliminary Agreement shall extend for a period of ninety (90) days.

D. Milestone Schedule. The Parties acknowledge and agree to the milestone schedule set forth in **Exhibit B** attached hereto and made a part hereof (hereinafter the "**Milestone Schedule**").

E. Exclusivity. The City agrees that during the Term the City shall not solicit, negotiate or entertain any other proposals from any person or entity to purchase, lease, develop, build or enter into any transaction with respect to the Property. During

the Term of the Preliminary Agreement, the City agrees to disclose any and all unsolicited offers or proposals received from third-parties with respect to the Property.

ARTICLE II.
DUE DILIGENCE

A. Inspection Rights.

1. During the Term of this Preliminary Agreement, the Developer, at its sole cost and expense, shall have the right to conduct all inspections, studies, reports, analyses, tests, determinations, surveys, inquiries, and other information that the Developer may deem necessary or appropriate for the purpose of obtaining information relating to (i) physical and environmental conditions on or affecting the Property and their soils; (ii) the status of title for the Property (including, without limitation, title matters arising from surveys, legal descriptions, and conditions affecting or relating to the boundaries of the Property); and (iii) the feasibility of the Property for the Project, as determined in the Developer's sole and absolute discretion (hereinafter referred to as the "**Due Diligence**"). Such Due Diligence may include, without limitation, review of an environmental site assessment for the entire Property (or portions thereof), geotechnical and other studies for the entire Property (or portions thereof). The City agrees to reasonably cooperate with the Developer in their efforts to obtain information regarding the Property. The Developer reserves the right to terminate this Preliminary Agreement by delivering written notice of termination to the City on or before expiration of the Term if the Property or the Project is determined by the Developer, in its sole and absolute discretion, to not be desirable or feasible. In the event of such a termination, neither Party shall possess any remaining rights, remedies, or interest, nor have any remaining liabilities under this Agreement, except as otherwise expressly set forth herein.

2. During the Term of this Preliminary Agreement, the Developer and its employees, agents, representatives and contractors, shall have the right to enter onto the Property, during reasonable hours, for purposes of performing Due Diligence so long as the Developer does not materially change the present physical condition of the Property. The Developer shall be prohibited from conducting a phase II environmental site assessment on the Property without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any entry on the Property made by or on behalf of the Developer or its employees, agents, representatives, or other persons acting on behalf of or at the request of the Developer shall be at the sole risk of the Developer. All tests, examinations, studies and inspections of the Property shall be performed so as not to unreasonably interfere with the current uses of the Property. The Developer shall promptly restore the Property substantially to the physical condition which existed prior to performing such Due Diligence.

3. Prior to entry upon the Property and during the Term, the Developer shall obtain and maintain a general commercial liability insurance policy in the amount of at least Two Million Dollars ($2,000,000) that names the City as an additional insured and

that cannot be cancelled without thirty (30) days prior written notice to the City. The issuer of such policy shall have a minimum A.M. Best rating of A- Class IX.

4. The Developer shall ensure that no liens shall attach to the Property as a result of work performed on, or services or materials supplied by the Developer or its consultants and contractors in connection with the Due Diligence. The Developer hereby agrees to indemnify, defend and hold free and harmless the City from any and all losses, costs, claims, liabilities, damages, liens or charges, including attorneys' fees, arising out of or in any way connected with the Due Diligence, but the Developer shall not be obligated pursuant to this Paragraph D to indemnify the City for any costs, expenses or liability associated with or resulting solely from (i) the discovery by the Developer or its agents, representatives, contractors, subcontractors and employees of any existing condition on or near the Property; or (ii) the acts or negligence of the City or any of its agents or employees. The foregoing provisions of this Paragraph D shall survive for a period of one (1) year after the termination or expiration of the Term.

B. Title Commitment.

1. Within fourteen (14) days after the Effective Date, the City shall deliver to the Developer a title insurance commitment (the "**Title Commitment**") issued by Old Republic National Title Insurance Company (the "**Title Company**"), committing the Title Company to issue a 2021 ALTA Form owner's policy of title insurance (the "**Title Policy**") insuring the Developer's title to the Property. The Title Commitment to be delivered to the Developer shall be accompanied by digital, electronic or hard copies of all exceptions, vesting deeds, and other title documents referred to therein. The insured amount shall be equal to the Purchase Price (as defined herein). The cost of the Title Commitment (including all endorsements, title searches and title updates) shall be paid for by the City. Kerry A. Parsons, of the law firm Nabors, Giblin & Nickerson, P.A. (the "**Closing Agent**") shall serve as title agent and closing agent for the purchase and sale of the Property (the "**Transaction**"). The Title Company shall serve as the escrow agent. No closing fees shall be charged to Developer by Closing Agent in connection with its title agent and closing agent services provided under the Preliminary Agreement and Master Agreement. The Title Company may charge a reasonable and customary fee for escrow agent services, which shall be split equally by the City and the Developer.

2. If the Developer shall determine that the Title Commitment discloses Title Defects (as defined herein), the Developer may so notify the City of that fact not later than thirty (30) days prior to the expiration of the Term. As used herein, the term "**Title Defects**" means any matters which materially and adversely affect the marketability of title to the Property or that prevents the Developer's intended use of the Property for the Project, other than the liens and other exceptions to be discharged by the City at or before Closing. The City hereby acknowledges, covenants and agrees that the City, at its sole cost and expense, shall remove, either at or prior to Closing, all such mortgages, monetary liens or similar encumbrances created by or through the City (the "**Liens**"). It is specifically understood and agreed that the City will cause the removal, correction or deletion of (i) all standard exceptions set forth in the Title Commitment, and (ii) any gap,

overlap, boundary dispute or hiatus identified on a Survey (as defined herein). At Closing, the City shall provide the Title Company with such affidavits or other documents as are necessary to enable the Title Company to delete the Liens and the matters set forth in items (i) and (ii) herein and the Title Company shall provide the Developer with a marked up Title Commitment. Any such written notice from the Developer to the City shall identify and specify the Title Defects, together with the action(s) the Developer believes would be required to eliminate same. If the Developer timely delivers written notice to the City of the existence of any Title Defects, the City shall have thirty (30) days following its receipt of such written notice of the existence of Title Defects (the "**Curative Period**") in which to attempt, at its option, to cure or eliminate the Title Defects specified in such written notice or to notify the Developer that it will not attempt to cure or eliminate the Title Defects. The City shall not be obligated under any circumstances to attempt to cure or eliminate the Title Defects specified in such written notice. If the City is unable or unwilling to cure or eliminate the specified Title Defects within the Curative Period, the Developer may elect to terminate this Preliminary Agreement by providing written notice of such termination to the City at the later of (i) five (5) days after the expiration of the Curative Period (or five (5) days after the Developer's receipt of written notice from the City that the City will not attempt to cure or eliminate such Title Defects, whichever is sooner); or (ii) five (5) days prior to the end of the Term. Alternatively, the Developer may elect to waive the Title Defects and proceed with its purchase of the Property pursuant to the Master Agreement subject to any uncured Title Defects.

3. The Title Commitment shall evidence that upon (a) the execution, delivery and recordation of the Special Warranty Deed to be delivered by the City to the Developer pursuant to the provisions of the Master Agreement, and (b) the release and/or discharge of any mortgage or mortgages encumbering the Property or other monetary liens or encumbrances created by or through the City at the time of closing of the Transaction (the "**Closing**"), the Developer shall acquire marketable fee simple title to the Property subject only to the Permitted Exceptions. The Title Policy to be issued as set forth in the Title Commitment shall be delivered to the Developer, at the City's sole cost and expense, within thirty (30) days after Closing in accordance with the terms of the Master Agreement.

C. Survey. Within forty-five (45) days after the Effective Date, the Developer shall have the right to obtain and deliver to the City, at the Developer's sole cost and expense, a boundary survey for the Property, which shall be prepared by a registered surveyor licensed in the State of Florida (the "**Surveyor**") and certified to the Developer, Closing Agent, Holland & Knight LLP, and the Title Company (the "**Survey**"). The Survey shall meet the applicable State of Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers, Chapter 61G17-6, Florida Administrative Code, per Section 472.027, Florida Statutes, and shall also depict all plottable Schedule B-II exceptions listed in the Title Commitment. In the event that the Survey reveals any encroachments, gaps, overlaps, or encumbrances which render title to the Property unmarketable, then the Developer shall have the right to object to the same by providing written notice to Seller no less than ten (10) days after receipt of such

Survey, in which event the same shall be treated as Title Defects hereunder and the foregoing procedures described in Paragraph B above shall apply.

D. Permitted Exceptions. All matters set forth in the Title Commitment and the Survey, including any updates thereof, which are not duly objected to by the Developer, or to which objection is duly made but is either cured or waived, shall constitute "**Permitted Exceptions**" for purposes of this Preliminary Agreement and the Master Agreement.

E. No Further Encumbrances. The City covenants and agrees that it will not record any covenants, restrictions, liens or encumbrances upon the Property (or any portion thereof) that are not included within or contemplated by this Preliminary Agreement or the Master Agreement, without the prior written consent of the Developer in each instance and in its sole and absolute discretion.

ARTICLE III.
MASTER AGREEMENT

A. Master Agreement. During the Term of this Preliminary Agreement, the Parties shall negotiate in good faith to agree upon the terms and conditions of the Master Agreement, which shall be generally consistent with the term sheet set forth in **Exhibit C** attached hereto and made a part hereof (the "**Term Sheet**"). In the event the Parties are unable to mutually agree upon the terms and conditions of the Master Agreement prior to the expiration of the Term, either Party shall have the right to terminate this Preliminary Agreement upon written notice to the other Party whereupon neither Party shall have any further rights or obligations hereunder.

B. Contingencies for Execution of Master Agreement. Upon the Parties' mutual agreement of the terms and conditions of the Master Agreement, the Parties shall not be required to execute the Master Agreement unless and until all of the following mandatory conditions precedent have been satisfied and/or waived as expressly provided herein (each, a "**Preliminary Agreement Contingency**" and collectively, the "**Preliminary Agreement Contingencies**"):

i. The Parties shall have mutually agreed upon the Conceptual Design Plan (as defined herein) for the Project pursuant to Article III below.

ii. The Parties shall have mutually agreed upon the Maximum Off-Site Mitigation Requirements (as defined herein) for the Project pursuant to Article IV below.

iii. The Developer, in its sole and absolute discretion, shall have determined that Maximum Height Entitlement (as defined herein) has been satisfied in accordance with Article V.

iv. The Developer, in its sole and absolute discretion, shall have determined that all Due Diligence performed by, or on behalf of, the Developer is satisfactory, subject to the Developer's right to update the Title Commitment, the Survey and any environmental reports in accordance with the terms of the Master Agreement.

In the event any of the Preliminary Agreement Contingencies are not satisfied and/or waived, the Parties' sole and exclusive remedy shall be to not execute the Master Agreement or otherwise proceed further with the purchase and sale of the Property. Each Party hereby waives any claim or cause of action it may have against the other Party related to the Preliminary Agreement Contingencies.

C. Initial Draft of Master Agreement. The Developer shall use commercially reasonable and good faith efforts to deliver a first draft of a proposed Master Agreement by January 24, 2024.

ARTICLE IV.
CONCEPTUAL DESIGN PLAN

A. Conceptual Design Plan.

1. On or before February 15, 2024, the Developer shall submit to the City for its review and approval a conceptual design plan for the Project containing renderings of all architectural elements of the Project (the "**Conceptual Design Plan**"). The Conceptual Design Plan shall include, at a minimum, the following elements:

- 30,000 square feet of ground floor retail space.
- 130-room hotel.
- Up to a 10,000 square foot ballroom (if feasible).
- Minimum 4,000 square foot rooftop restaurant, pool, and bar facilities.
- 445 multi-family units, consisting of 350 rental apartments and 95 "for sale" condominiums.
- Parking garage of approximately 700 parking spaces as determined by the applicable code to "self-park" the specific uses in the Project, to be placed in the interior of site and the Property so that it is not observable from the Property's abutting right-of-way.
- Public greenspace.
- Landscaping and streetscaping.

2. The City shall have thirty (30) days to review each submission of the Conceptual Design Plan to provide either written approval or denial (with sufficiently detailed objections or comments). In the event the Parties are unable to mutually agree upon a Conceptual Design Plan prior to the expiration of the Term, either Party shall have the right to terminate this Preliminary Agreement upon written notice to the other Party whereupon neither Party shall have any further rights or obligations hereunder.

3. Once the Conceptual Design Plan has been approved by the City (the "**Approved Conceptual Design Plan**"), the Developer shall have the right to rely on said approval for purposes of advancing the Approved Conceptual Design Plan to a final design plan required under the City's Land Development Code. By way of clarification, any elements of the final design plan which are included within the Approved Conceptual Design Plan shall be considered pre-approved; however, those elements of design which are not included in the Approved Conceptual Design Plan shall be subject to the City's review and approval procedures under the City's Land Development Code. Notwithstanding the foregoing, however, the Approved Conceptual Design Plan, as approved by the City, shall not be deemed to vest Developer with any development rights pertaining to the Project or the Property that may be separated from the Property and/or are owned by the Developer should the Developer fail to move forward with the Project for whatever reason. Further, the Approved Conceptual Design Plan shall constitute a preliminary approval of certain elements of the design, layout, and architectural features of the Project for which the final design plan approval shall be measured against. Further, the Developer acknowledges and agrees that the terms and provisions governing the development of the Project shall be subject to the detailed application, review, and approval processes and procedures to be more particularly described in the Master Agreement and the City's Land Development Code.

ARTICLE V.
MAXIMUM OFF-SITE MITIGATION REQUIREMENTS

A. During the Term of this Preliminary Agreement, the Parties shall use commercially reasonable and diligent efforts to agree upon the "not-to-exceed amounts" of off-site mitigation necessary for the development of the Project (the "**Maximum Off-Site Mitigation Requirements**"), which shall be memorialized in the Master Agreement approved by the Parties. Further, the Master Agreement shall provide an obligation for the Parties to mutually agree upon the exact off-site mitigation obligations necessary for the development of the Project (which shall not exceed the Maximum Off-Site Mitigation Requirements), and which shall be established prior to, and as a condition of, the Closing. The process by which the Parties shall agree upon the exact off-site mitigation obligations shall occur simultaneously with site plan approval process in accordance with the Master Agreement. In the event the Parties are unable to mutually agree upon the Maximum Off-Site Mitigation Requirements prior to the expiration of the Term, either Party shall have the right to terminate this Preliminary Agreement upon written notice to the other Party whereupon neither Party shall have any further rights or obligations hereunder.

ARTICLE VI.
MAXIMUM HEIGHT ENTITLEMENT

A. During the Term of this Preliminary Agreement, the Developer, in its sole and absolute discretion, shall have the right to pursue the appropriate entitlements and development rights under the City's zoning and land use regulations in order to permit a

maximum building height of twenty (20) stories without any conditions or obligations to satisfy workforce housing requirements (the "**Maximum Height Entitlement**").

B. The City shall not be obligated to approve any land use or development approvals or changes to the City's Land Development Code (collectively "**Land Use Approvals**"), including with respect to building height, nor shall the City be obligated to support any Land Use Approvals related to the Property. Developer's sole remedies in the event the City does not approve the Maximum Height Entitlement shall be to decline to execute the Master Agreement and terminate this Preliminary Agreement whereupon neither Party shall have any further rights or obligations hereunder.

ARTICLE VII.
ADDITIONAL TERMS & CONDITIONS

A. Adjacent Parking Garage Restrictions. During the Term of this Preliminary Agreement and as a condition to be contained in the Master Agreement, the City shall have no right to sell or lease the existing parking garage owned by the City lying adjacent to the Property, except that the City shall be entitled to continue to lease any spaces under any lease existing as of the Effective Date pursuant to the terms of the existing agreements without modification plus an additional 10% of the available parking spaces in the existing parking garage.

B. Good Faith Dealings. The Parties shall deal with each other in good faith through the Term of this Preliminary Agreement, subject to the conditions set forth herein.

C. Notices. Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective upon receipt by the Party to whom sent. Unless changed by written notice given by either Party to the other pursuant hereto, such notices shall be given to the Parties at the following addresses:

If to the Developer: James L. Zboril, Authorized Representative
Vias at Bradenton, LLC
c/o L&L Development Group
222 Lakeview Avenue, Suite 1130
West Palm Beach, FL 33401
Email: jim.zboril@llgroup.com

And

Lynn Feng, Executive Vice President - Legal
L&L Holding Company
142 West 57th Street
New York, New York 10019
Email: lynn.feng@ll-holding.com

With copy to:

Sara W. Bernard, Esq.
Holland & Knight LLP
200 S. Orange Avenue, Suite 2600
Orlando, Florida 32801
Email: sara.bernard@hklaw.com

If to the City: [TO COME]

D. Cost and Expenses. Except as otherwise expressly provided herein or in the Master Agreement, each party shall bear its own costs and expenses (including, but not limited to, fees of counsel and outside consultants and advisors) in connection with the preparation, negotiation, execution and delivery of this Preliminary Agreement and the Master Agreement (whether or not the Transaction is consummated).

E. Limitations on Liability. Except as otherwise expressly provided herein or in the Master Agreement, neither Party shall be liable to the other Party or its representatives for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type arising out of this Preliminary Agreement or the Project.

F. No Third-Party Beneficiaries. This Preliminary Agreement is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on any third party.

G. Choice of Law. This Preliminary Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Venue shall be in the state courts of Manatee County, Florida.

IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

H. Assignment. This Preliminary Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party. The terms and conditions set forth herein shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

I. Modifications. This Preliminary Agreement may be modified and amended by mutual agreement of the Parties; however, any modification shall only become effective upon incorporation of a written amendment to this Preliminary Agreement, duly executed by both Parties.

J. Counterparts and Electronic Signatures. This Preliminary Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The Parties agree that an electronic version of this Preliminary Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Preliminary Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures.

K. Severability. If any provisions of this Preliminary Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected by shall remain in full force and effect.

L. Non-Waiver. The failure of a Party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

M. Construction of Agreement. This Preliminary Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Preliminary Agreement.

N. Enforcement Costs. In the event that any Party finds it necessary to employ an attorney to enforce any provision of this Preliminary Agreement, the predominantly prevailing party will be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in connection therewith (including costs of collection), at both trial and appellate levels; including bankruptcy proceedings, in addition to any other remedies to which such party may be entitled. The requirement to pay the predominantly prevailing party's reasonable attorneys' fees and costs will survive any termination of this Preliminary Agreement.

O. Entire Agreement; Effective Date. This Preliminary Agreement represents the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes all previous understandings, written or oral. In the event of any inconsistency between this Preliminary Agreement and the Master Agreement executed by the Parties, it is the expectation of the Parties that such corresponding conflicting terms of the Master Agreement shall control. This Preliminary Agreement shall become effective

as of the last date that both Parties have executed this Preliminary Agreement and inserted on Page 1 hereof (the "**Effective Date**").

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Preliminary Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

CITY OF BRADENTON, FLORIDA

_____
, Mayor

ATTEST:

_____

APPROVED AS TO FORM

_____
City Attorney's Office

VIAS AT BRADENTON LLC,
a Florida limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ , 202_ by _____, as _____ of VIAS AT BRADENTON LLC, a Florida limited liability company, on behalf of said company, who is ☐ personally known to me or ☐ who has produced _____ as identification and who did/did not take an oath.

_____

Notary Public, State of _____

My Commission Expires:

EXHIBIT A

Property

EXHIBIT B

Milestone Schedule

Milestone	Deadline
Deadline for the Developer to achieve the Maximum Height Entitlement	March 15, 2024
Deadline to agree upon the Conceptual Design Plan	March 15, 2024
Deadline to agree upon the Maximum Off-Site Mitigation Requirements	March 15, 2024
Deadline to agree upon final form of Master Agreement	March 29, 2024

EXHIBIT C

Term Sheet

[See Attached __ Pages]

DRAFT TERM SHEET
CITY OF BRADENTON, FLORIDA
MASTER PURCHASE AND SALE AND DEVELOPMENT AGREEMENT

1. BASIC TERMS

- City/Seller: City of Bradenton ("City")
  Developer/Purchaser: Vias at Bradenton, LLC c/o L&L Development Group, 222 Lakeview Avenue, Suite 1130, West Palm Beach, FL 33401 ("Developer")

- The "Property": 4+/- acres located at 101 12th Street West, Bradenton FL (portion of Parcel ID ##3294300003 and 329200008), including all buildings, structures, and improvements located on the property, which includes City Hall and Bradenton Police Department. All buildings/structures will be vacated and conveyed in "as-is" condition.

- Developer and City will enter into a Master Purchase and Sale and Development Agreement ("Master Agreement") governing conveyance of the Property to Developer, demolition of existing structures, and re-development of the Property as a mixed-use development consisting of residential, hotel, and commercial/retail uses (the "Development").

- On _____, 202_, Developer and City have entered into a Preliminary Agreement ("Prelim Agreement") setting forth rights, obligations, and contingencies to occur prior to execution of the Master Agreement.

- Excluded Assets: Existing parking garage. The Master Agreement shall grant Developer a right of first refusal to purchase or lease the existing parking garage if the City intends to offer it for lease or purchase to other parties; provided, that the City shall be entitled to continue to lease any spaces currently under lease pursuant to existing agreements in effect at the time of the Prelim Agreement (180 spaces) plus an additional 10% of the space in the garage without triggering the right of first refusal.

- Master Agreement Contingencies: The Master Agreement shall provide that the following contingencies shall be satisfied, unless otherwise waived by the City and Developer each in their sole discretion, prior to the closing:
  - The City's approval of the re-plat of the Property (the "Approved Re-Plat").

- The City's approval of the final site plan(s) for the Development (the "Approved Site Plan").
- The City's approval of the construction plans for the Development (the "Approved Construction Plans," which together with the Approved Design Plans, Approved Master Plan, Approved Re-Plat, and the Approved Site Plan are referred to herein as the "Development Plans," and each constitute a "Land Use/Development Approval Contingency" and collectively the "Land Use/Development Approval Contingencies").
- Building permit approvals for the Development shall not constitute part of the Approved Construction Plans or a Land Use/Development Approval Contingency.
- The City's vacation of the Property in a broom-clean condition with all personal property removed including, without limitation, the removal of the generator. The solar panels shall not be removed prior to closing and shall be conveyed with the Property. The Master Agreement shall include a covenant providing that the solar panels shall be conveyed without any liens/encumbrances.

- Purchase Price for Property: $14.1 million. Deposit: $1,410,000 to be paid as follows:

- Timing of Payment of Deposit and Purchase Price:
  1. 1st Deposit Installment: $300,000 at execution of Master Agreement.
  2. 2nd Deposit Installment: $300,000 six months after the 1st Deposit Installment due date.
  3. 3rd Deposit Installment: $300,000 six months after the 2nd Deposit Installment due date.
  4. 4th Deposit Installment: $300,000 six months after the 3rd Deposit Installment due date, if such 4th Deposit Installment date is before closing.
  5. 5th Deposit Installment: $210,000 six months after the 4th Deposit Installment due date, if such 5th Deposit Installment date is before closing.
  6. Balance of Purchase Price due at closing.
  7. Deposit amounts to be placed in an interest-bearing account, with interest earnings applied against the Purchase Price.

- Due Diligence: Developer to obtain title, survey and appraisal (if desired), and may conduct any other investigations/due diligence through closing with reasonable notice to the City.

- Normal title insurance to be paid for by the City. The City selects the title agent/underwriter and escrow agent. Kerry A. Parsons, Nabors, Giblin & Nickerson, P.A. No escrow fees shall be payable in connection with the Master Agreement.

- City Closing Costs: its attorneys' fees and costs, costs of title commitment and insurance, recording fees, doc stamps, costs needed to cure any title defects.

- Developer Closing Costs: its attorneys' fees and costs, survey costs, appraisal costs, costs of any investigations/due diligence performed on the Property, its costs of financing.

- The Master Agreement will include typical PSA provisions for title and survey approval process, permitted exceptions, etc.

- Risk of loss passes to Developer at closing.

- The Master Agreement will contain different remedies for City/Developer dependent on the nature and timing of the breach. Generally, in the event the City defaults, the Developer shall be entitled to a return of all deposit amounts paid to date. In the event the Developer defaults, the City shall be entitled to retain all deposit amounts paid to date. Developer will have the remedy of specific performance in the event of the City's failure to convey the Property within the required timeframe, including damages related to costs incurred by the Developer. Provided, specific performance and monetary damages shall not be available for any Land Use/Development Approval Contingency. Developer's sole remedy in the event any Land Use/Development Approval Contingencies are not satisfied (and for which Developer is not at fault) shall be to not proceed to closing and receive a refund of all deposit amounts paid to date.

- During the term of the Master Agreement, the City agrees to disclose any and all solicited and unsolicited offers or proposals made and/or received from third-parties with respect to the Property.

2. **TIMING**

- Anticipated that Developer and City will enter into Master Agreement by March 29, 2024 unless mutually agreeable to the Parties.

- Master Agreement will provide for closing and conveyance of the Property to Developer to occur in January, 2026, subject to satisfaction and/or waiver of all contingencies and conditions.

- In the event City does not vacate the Property at or prior to the closing date, the City will have the option to extend the closing date for a period not to exceed six months provided that the City delivers written notice of extension to Developer at six months prior to the closing date. If the City fails to vacate the Property by the closing date, as it may have been extended by the City's timely exercise of an extension, then Developer shall have the right to terminate the Master Agreement whereupon the entire Deposit, together with all interest accruing thereon, shall be refunded to Developer plus the City shall pay Developer liquidated damages equal to the sum of the greater of (i) $1,410,000; or (ii) all third-party costs incurred by Developer in connection with the Prelim Agreement and Master Agreement multiplied by 2.0 (the "Liquidated Damages Payment") within thirty (30) days after receipt of a written demand therefor.

- The City shall have the right to terminate the Master Agreement if (1) Developer fails to pay any installment due for the Deposit, or (2) Developer fails to pay the purchase price on the closing date. Upon the occurrence of either of the foregoing, the City shall be entitled to retain all installments of the Deposit (together with any interest accrued thereon) then being held by the escrow agent as its sole and exclusive remedy.

- The City and Developer shall each have the right to terminate the Master Agreement, as applicable, if the other party fails to perform an obligation by the deadline set forth in the Milestone Schedule.

3. DEVELOPMENT REQUIREMENTS FOR THE PROPERTY

- Mixed-Use Development to be developed in substantial conformance with the Development Plans.

- Non-Residential Requirement:
  - 30,000 ft^2 of ground floor retail;
  - 130-room Hotel;

  Up to a 10,000 ft^2 ballroom (if feasible); and
  - 4,000-5,000 ft^2 rooftop restaurant, pool, and bar facilities.

- Residential Requirement: 350 rental apartments, 95 "for sale" condominiums.

- The current future land use designation (URBCORE) and zoning (T-6) for the Property should be sufficient for the uses, densities, and intensities proposed by Developer as described in this Term Sheet.

If the Developer desires additional land use/zoning changes to accommodate the Development, it shall be the Developer's responsibility to apply for and obtain such approvals, which will be processed by the City pursuant to the City's regular procedures. Any such additional land use/zoning changes shall not be a contingency to closing. The Master Agreement will contain language providing that the City shall not be obligated to approve any land use/zoning changes, nor shall the City be obligated to process for approval any such land use/zoning changes.

- The Property will need to be re-platted to accommodate the Development. The Master Agreement will provide that the Developer shall submit an application for re-plat of the Property consistent with its proposed Development. The Master Agreement will further contain an assignment or other sufficient authorization to the Developer to apply for the re-plat. The Developer shall be responsible for payment of all application fees related to the re-plat application and such application will be processed pursuant to the City's regular processes and procedures.

- Upon execution of the Master Agreement, deviations of up to 10% in each of the Non-Residential and Residential Requirements may occur without City Council approval, so long as they otherwise do not violate the allowable densities/intensities permitted under the City's LDC and Comprehensive Plan. Any deviation in excess of 10% shall require City Council approval.

- Public Greenspace acceptable to City Council to be described in the Master Agreement.

- Parking garage: approximately 700 parking spaces as determined by the applicable code to "self-park" the specific uses in the Development Plans, to be placed in the interior of the Property so that it is not observable from the Property's abutting right-of-way with a minimum number of spaces available to public to be mutually agreed upon by the City and Developer as part of the Land Use/Development Approval Contingencies.

- Landscaping and Streetscaping: Multi-level. To be substantially consistent with site plan and renderings attached to Master Agreement.

- Off-site improvements: To be substantially consistent with Development Plans to be attached to Master Agreement.

- Architectural standards: The Master Agreement will reflect that the Development will substantially comply with any architectural standards imposed by the Development Plans.

- Restrictive covenants will be imposed on the Property, effective for 20 years, to become effective at closing, with respect to the construction of the facilities proposed by the Developer, the schematics and requirements of which are set forth in the Master Agreement, and as summarized in the development requirements below.

4. **DEMOLITION/CONSTRUCTION/OPERATION POST-CLOSING**

- After closing, Developer will commence demolition and construct improvements consistent with the restrictive covenants and the Master Agreement.

- Developer to be responsible for obtaining all required permits and approvals related to demolition.

- After approval of the Re-Plat of the Property, Developer may begin submitting such land development applications and permit applications, including building permit applications (collectively "Development Plans Applications") as are required to be obtained prior to construction commencement. The Master Agreement will contain an assignment or other sufficient authorization to the Developer to apply for such Development Plans Applications. The Developer shall be the applicant on all such Development Applications and will pay all application fees applicable to same. All Development Applications will be subject to the City's normal application and approval process and consistent with the timeframes for review and processing described in Section 166.033, Florida Statutes. The Master Agreement will contain language providing that the City shall not be obligated to approve any Development Applications, nor shall the City be obligated to support any such Development Applications.

- The City and Developer shall agree upon a milestone schedule to provide for the deadlines to submit and achieve final approval of the Approved Design Plans, Approved Master Plan, and Approved Engineering Plans, Approved Construction Plans during the term of the Master Agreement (the "Milestone Schedule").

- The Project is anticipated to be constructed in one phase and shall be substantially completed (in its entirety) within 36 months of the

Commencement of Construction (as defined below), subject to force majeure. Provided, if necessary due to market conditions, Developer may request and shall be entitled to receive an extension of the substantial completion date for the Project (in its entirety) to 48 months from the Commencement of Construction.

- Commencement of Construction shall occur within one (1) year after closing. However, should Developer utilize good faith efforts to attempt to achieve a Commencement of Construction within said one (1) year but, due to market conditions, such timeline is not achievable, City shall reasonably approve an extension of another one (1) year. Should Developer desire such extension, Developer must notify City not later than ninety (90) days prior to the expiration of the first one (1) year period.

- The definition of "force majeure" – to include pandemics that result in government-mandated shutdowns and existing site conditions – shall be mutually agreed upon in the Master Agreement and shall include a requirement for notice as well as other procedures for invoking force majeure remedies.

- If Developer fails to commence construction within two years of closing, subject to force majeure, the City shall have the right (but not the obligation) to repurchase the Property under such terms as provided in the Master Agreement. For purposes of the Master Agreement, the term "Commencement of Construction" shall mean the obtaining of a construction permit for any portion of the Project and posting a performance bond for the completion of the Project in favor of the City. City's right of repurchase shall terminate whenever Developer upon "Commencement of Construction".

- Developer will obtain a performance bond for each phase/component of construction of the Development in the amount of the total construction contract amount for such phase/component. The City will be added as an obligee to all performance bonds.

- Changes in the Development will be permitted only as contemplated by the restrictive covenants, and with the City's prior consent, subject to the permitted deviation to be more specifically described in the Master Agreement.

- If the Development is not completed by the above-described dates for substantial completion, Developer will pay the City liquidated damages in an amount to be determined in the Master Agreement. If the City should fail to vacate the Property on the date required, City

will pay Developer liquidated damages/holdover rent in an amount to be determined in the Master Agreement.

- The restrictive covenants/Master Agreement will impose restrictions on transfer, sale, and lease of Property before certificate of occupancy and assignment of Developer's rights/obligations under the Master Agreement.

- Since Developer is a newly formed LLC, the Master Agreement shall define the City's requirement for the Developer to provide an entity satisfactory to the City to secure certain Developer's obligations, including Developer's obligation to pay liquidated damages which shall extend through final construction completion of all phases of the Development.

5. **OFF-SITE MITIGATION**

- Developer shall pay for any needed water/sewer capacity and install all needed infrastructure for its water and sewer needs for the Development. All of Developer's water/sewer obligations will be detailed and included in the Master Agreement. Provided, any increases in density/intensity of the Development above those described in the Master Agreement may result in additional obligations.

- Developer shall install all needed infrastructure for its stormwater drainage needs for the Development. All of Developer's stormwater drainage obligations will be detailed and included in the Master Agreement. Provided, any increases in density/intensity of the Development above those described in the Master Agreement may result in additional obligations.

- Developer shall be responsible for funding any other utility infrastructure necessary to serve the Development. All of Developer's utility obligations will be detailed and included in the Master Agreement. Provided, any increases in density/intensity of the Development above those described in the Master Agreement may result in additional obligations.

- Developer shall pay all impact fees related to the Development as required under the City's Code; provided, however, Developer shall receive a credit toward applicable impact fees in an amount equal to the impact fees that would otherwise have been payable for the City's existing improvements to be replaced by the Development.

- Developer shall demonstrate transportation concurrency and comply with City's proportionate fair share transportation regulations (Sec. 18-263, City Code). Any proportionate fair share contributions shall be applied as a credit against road impact fees. Developer's obligations will be included in the Master Agreement. Provided, any increases in density/intensity of the Development above those described in the Master Agreement may result in additional obligations.

AGENDA ITEM NO. 10.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2024

SUBMITTED BY: Jean Farmer, Community Redevelopment Agency

ITEM TYPE: Presentation

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: City Centre Parking Facility Mural Installation

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Community Redevelopment Agency is seeking permission from the City of Bradenton for the use of the Northwest wall of the City Centre Parking Facility located at 3rd Avenue West between 10th and 12th Streets. The purpose is to facilitate the painting of a mural on that site.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

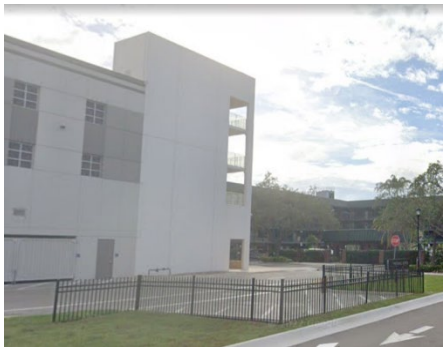
SUGGESTED MOTION:
Motion to approve the Community Redevelopment Agency to install a mural on the Northwest wall of the City Centre Parking Facility.

ATTACHMENTS:

Potential Mural Site on City Centre Parking Garage

Potential Site for Mural on City Centre Parking Garage





December 2023