**AGENDA**
**BRADENTON CITY COUNCIL MEETING**
8:30 a.m. Wednesday, May 8, 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

a) Legislative: Police Week and Peace Officers Memorial Day
Police Week and Peace Officers Memorial Day Proclamation
b) Legislative: Salvation Army Week
Salvation Army Week Proclamation

## 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. CONSENT AGENDA

a) City Administration: Agreement Related to Temporary Monopole at the City of Bradenton's Elevated Water Tank No. 3 Providing Temporary Construction and Access and Utility Easement to Providers and Agents
Agreement Related to Temporary Monopole
b) Clerk: Minutes from the April 24, 2024 City Council Meeting
4-24-2024 City Council Meeting Minutes
c) Finance: Budget Adjustment BA24-08
Budget Adjustment BA24-08
d) Legislative: Resolution 24-32 - Bradenton Housing Authority Reappointment
Resolution 24-32
e) Purchasing: IFB #21-01MK Contract Extension with J & M Materials of Riverview, Inc.
IFB #21-01MK with J & M Materials of Riverview, Inc.

f) Purchasing: PB-20-01MK Contract Extension with Advanced Roofing, Inc.
PB-20-01MK with Advanced Roofing

g) Purchasing: PB-24-014EJ Agreement with C & D Industrial Maintenance, LLC
PB-24-014EJ with C & D Industrial Maintenance, LLC

## 7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4039 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 9.6 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4039
Staff Report
Zoning Atlas Amendment Application

b) Legal: ORDINANCE 4034 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 6, BENEFIT AMOUNT AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
Ordinance 4034
Letter from Attorney Christiansen

c) Police: ORDINIANCE 4043 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS; CREATING A NEW SECTION 50-82; AUTHORIZING THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4043

d) Legal: ORDINANCE 4045 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON ESTABLISHING A LOCAL PROVIDER PARTICIPATION FUND; AUTHORIZING IMPOSITION OF ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS TO BE LEVIED, COLLECTED, AND ENFORCED AGAINST REAL PROPERTY OWNED OR LEASED BY PRIVATE FOR-PROFIT AND NOT-FOR-PROFIT HOSPITALS TO FUND THE NON-FEDERAL SHARE OF MEDICAID AND MEDICAID MANAGED CARE PAYMENTS BENEFITTING HOSPITALS PROVIDING HEALTHCARE SERVICES TO MEDICAID, INDIGENT, AND UNINSURED MEMBERS OF THE CITY OF BRADENTON COMMUNITY; SPECIFYING THE PROCEDURE FOR ADOPTING THE ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS TO BE DEPOSITED INTO THE LOCAL PROVIDER PARTICIPATION FUND; SPECIFYING AUTHORIZED USES FOR THE FUND PROCEEDS; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 4045

**8. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL**

**9. UNFINISHED BUSINESS**

**10. COUNCIL REPORTS**

**11. DEPARTMENT HEAD REPORTS**

**12. 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. 3.a**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Kelly Thomas, Legislative

**ITEM TYPE:** Proclamation

**AGENDA SECTION:** PROCLAMATIONS

**SUBJECT:** Police Week and Peace Officers Memorial Day

**SUGGESTED ACTION:** Reading

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
A proclamation honoring Police Week and Peace Officers Memorial Day.

**ATTACHMENTS:**
Police Week and Peace Officers Memorial Day Proclamation

# City of Bradenton
## Office of the Mayor

bradenton

# Proclamation

*By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring*

## Police Week
## May 12-18, 2024
## and
## Peace Officers Memorial Day
## May 15, 2024

***Whereas,*** the Congress and President of the United States have designated May 15th as ***Peace Officers Memorial Day***, and the week in which it falls as ***Police Week***; and

***Whereas,*** the members of Florida law enforcement agencies play an essential role in safeguarding the rights and freedoms of our citizens; and

***Whereas,*** it is essential that all Florida citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their unwavering commitment to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

***Whereas,*** it is appropriate to commemorate police officers, past and present, who have dedicated their service to their communities and demonstrated utmost courage in preserving the rights and security of all citizens; and

***Whereas,*** on May 15th, we honor all Peace Officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

***Now, Therefore Be It Resolved*** that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim May 15, 2024 as ***Peace Officers Memorial Day*** and May 12-18, 2024, as ***Police Week*** and encourage all citizens to participate in activities honoring our police and peace officers.

City of Bradenton FLORIDA

Gene Brown
Mayor
April 19, 2024

**AGENDA ITEM NO. 3.b**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Kelly Thomas, Legislative

**ITEM TYPE:** Proclamation

**AGENDA SECTION:** PROCLAMATIONS

**SUBJECT:** Salvation Army Week

**SUGGESTED ACTION:** Reading

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
A proclamation honoring Salvation Army Week.

**ATTACHMENTS:**
Salvation Army Week Proclamation

# City of Bradenton
## Office of the Mayor

# Proclamation

*By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring*

# Salvation Army Week
# May 13-19, 2024

***Whereas***, The Salvation Army has been serving the people of Manatee County for 100 years physically, emotionally and spiritually; and

***Whereas***, The Salvation Army is present wherever need is greatest, especially during times of crisis, where vulnerable citizens are more at risk of becoming homeless, hungry, addicted or spiritually tired; and

***Whereas,*** The Salvation Army invites the citizens of Bradenton to "Love Beyond" and help our organization continue to provide life changing aid by creating and supporting programs to meet the needs of the community; and

***Whereas,*** it is fitting and proper on Salvation Army Week to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Bradenton; and

***Whereas***, Salvation Army Week is an opportunity to encourage citizens to serve others with their resources and time during the difficult period many of us are experiencing.

***Now, Therefore Be It Resolved*** that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim May 13-19, 2024, as ***Salvation Army Week*** in Bradenton, and urge all citizens to join together to give back to the community in any way that is personally meaningful.

*Gene Brown*
*Mayor*
*May 8, 2024*

**AGENDA ITEM NO. 6.a**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Corey Fortin, City Administration

**ITEM TYPE:** Agreement

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Agreement Related to Temporary Monopole at the City of Bradenton's Elevated Water Tank No. 3 Providing Temporary Construction and Access and Utility Easement to Providers and Agents

**SUGGESTED ACTION:** Approval of Agreement.

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
The City has scheduled maintenance, repairs and repainting of Elevated Water Tank #3 that requires telecommunication carriers with existing leases for the Tank to temporarily remove their telecommunications equipment to facilitate said maintenance. This Agreement allows the carriers a temporary construction and access and utility easement in order for the carriers to remove their equipment from the water tower and temporarily install on the monopole in order to provide continued services to their customers.

**FINANCIAL IMPACT:**
None. The Carriers will be paying City Vendor directly for their proportionate share of the incurred costs.

**ATTORNEY REVIEW/RECOMMENDATION:**
Approved

**SUGGESTED MOTION:**
Motion to approve the Agreement Related to Temporary Monopole at the City of

Bradenton's Elevated Water Tank No. 3 Providing Temporary Construction and Access and Utility Easement to Providers and Agents and authorize execution by the Mayor.

**ATTACHMENTS:**
Agreement Related to Temporary Monopole

**AGREEMENT RELATED TO TEMPORARY MONOPOLE AT THE CITY OF BRADENTON'S ELEVATED WATER TANK NO. 3 AND PROVIDING TEMPORARY CONSTRUCTION AND ACCESS AND UTILITY EASEMENT TO PROVIDERS AND AGENTS**

**THIS AGREEMENT** (the "Agreement") is made as of the date of the last signature below ("Effective Date") by and between the **CITY OF BRADENTON** ("City") and **T-MOBILE SOUTH LLC; CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS;** and **NEW CINGULAR WIRELESS PCS, LLC**, successor by merger to BellSouth Mobility LLC, collectively knowns as "Providers" and individually referred to as "Provider."

WITNESSTH:

**WHEREAS**, City is the owner of Elevated Tank No. 3 located at 1915 8th Avenue East, Bradenton, Manatee County, Florida (the "Tank");

**WHEREAS**, Providers have individual lease agreements with City to allow them to place certain equipment on the Tank (each a "Water Tank Lease Agreement," collectively, the "Water Tank Lease Agreements");

**WHEREAS**, City needs to perform repairs to the Tank which will require Providers to remove their respective equipment from the Tank;

**WHEREAS**, Providers contracted with a vendor ("Providers Vendor") to provide a temporary monopole (the "Monopole") at the Tank for use by Providers during the time that their equipment must remain off the Tank;

**WHEREAS**, City has incurred certain costs with its vendor ("City Vendor") relating to the Monopole and the City has requested that Providers pay for such costs;

**WHEREAS**, the City desires to provide the Providers, and their respective agents, with a temporary non-exclusive construction and access and utility easement to use an agreed upon portion of City property for the purposes of installing and constructing the monopole at the designated City property and installing and removing the Provider's equipment on and off the monopole and

**WHEREAS**, the parties desire to enter into an agreement to memorialize the terms and conditions relating to Providers' payment to the City Vendor for incurred costs and the terms and conditions of the temporary construction and access easement the City is providing to the Providers and their agents, as more fully set forth herein and

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference as if fully set forth herein.

2. **Removal of Equipment**. The Providers acknowledge that the anticipated date for the removal of their equipment from the Tank is close of business on May 3, 2024. The City may agree to extend the date if it receives a request from a Provider at least seven dates prior to the anticipated date. Any request shall include the reason for the request and any information/documents in support of the request.

3. **Cost of Monopole**. Providers shall be obligated to pay the total cost of the Monopole pursuant to the terms of the Providers' respective purchase orders with the Providers Vendor. City has incurred the following fees with the City Vendor relating to the Monopole as follows:

a. $19,720.00 for engineering services ; and
b. $36,885.00 for management services provided and to be provided by City Vendor. The Providers agree that any increase in the fee for management services related to a change in scope requested by the Providers only shall be the sole responsibility of the Providers and the City shall not be responsible for any such increase in the fee for management services.
c. $4,950.00 for the installation of two (2) gates for use and access to the Monopole and for maintenance.

(collectively, the "Incurred City Costs").

City hereby warrants and represents to Providers that the Incurred City Costs set forth above constitute the only costs incurred by City with City Vendor.

4. **Payment of Incurred City Costs**. Each Provider hereby agrees to remit payment to City Vendor for its share of the Incurred City Costs as follows: (i) the Incurred City Costs relating to engineering services ($19,720.00) shall be split equally amongst the three (3) Providers, such that each Provider shall pay City Vendor an amount equal to $6,573.33; and (ii) the Incurred City Costs related to management services ($36,885.00) and the installation of the gates ($4,950.00) shall be split equally amongst the three (3) Providers and City, such that Providers and City shall each pay City Vendor an amount equal to $10,458.75. Except for the Incurred City Costs expressly set forth in this Agreement, Providers shall not be obligated to pay any other expenses incurred by the City in connection with the Monopole or City Vendor. All payments to City Vendor shall be paid within thirty (30) days of the Effective Date to: Utility Service Co., Inc., PO Box 207362, Dallas, Texas 75320-7362.

5. **No Obligation of the City**. Except for its one-quarter share of the fee for management services and gate installation described in Section 3 above, the City shall not be responsible for any Incurred City Costs due to City Vendor under this Agreement.

6. **Rent Abatement**. In consideration for the rights granted to City under this Agreement, City hereby agrees as follows: (i) all rent and other monetary payments owed by each Provider under its Water Tank Lease Agreement shall abate commencing on the Effective Date and continuing until the first (1st) day of the month following the date such Provider reinstalls, and

commences operations of, its communications facility on the Tank; and (ii) City shall not be entitled to any rent or other monetary remuneration in connection with Providers Vendor's and Providers' use of City property and improvements for the operation and maintenance of the Monopole and Providers' temporary facilities on the Monopole.

7. **Grant of Temporary Construction and Access and Utility Easement**. For the purpose of allowing the installation construction and operation of the Monopole on City property and allowing the Providers to install and remove their respective equipment on and off the Monopole, the City hereby grants each Provider and its agents a temporary construction access and utility easement over certain City property, in accordance with, and as generally depicted in, Exhibit "A," attached hereto and incorporated herein, which easement shall expire forty-five (45) days after City gives written notice, which includes electronic mail, to all Providers that the rehabilitation work to the Tank is complete and all Providers are authorized to re-install their communications facilities on the Tank. Providers shall obtain any necessary Right-of-Way permit from the City prior to re-installing their communications facilities on the Tank. Once the easement has expired pursuant to the terms of this Agreement, City is authorized to unilaterally file or record any documentation evidencing the expiration and termination of the easement. The Providers hereby agree that notwithstanding Section 10(a) below, the indemnification and insurance provisions contained within their respective Water Tank Lease Agreements are hereby extended to this Agreement.

8. **Indemnification**. Each Provider agrees to indemnify, defend, and hold harmless the City, its, officers, agents and employees from any third party claim, loss, damage, cost, charge, or expense to the extent caused by such Provider's breach of its performance under Agreement.

9. **Severable Obligations**. City hereby acknowledges and agrees that each Provider's obligations under this Agreement are severable, such that: (i) no Provider shall be responsible for the obligations or indemnities of other Providers under this Agreement; (ii) one Provider's default under this Agreement shall not constitute a default by any other Provider; and (iii) City shall solely look to a defaulting Provider to enforce the obligations of such Provider under this Agreement.

10. **Miscellaneous**.

a. Water Tank Lease Agreements Executed with the City. This Agreement shall not modify, limit, extend, or otherwise have any effect on the terms of the respective Water Tank Lease Agreements referenced above between Providers and the City and the terms of such Water Tank Lease Agreements shall remain in full force.

b. Choice of Law. The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be in Manatee County, Florida. If any litigation occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings.

c. Notices. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time

that the same is received (or refusal as shown on the receipt), if hand delivered, or sent via a nationally recognized courier and addressed as provided below, until either party provides not less than thirty (30) days written notice of a different agent or address:

i. If to the City:
   1. City Administrator, City of Bradenton, 101 Old Main Street, Bradenton, Florida 34205
   2. With a copy to:
      a. Scott E. Rudacille, Esquire, City of Bradenton Attorney, 802 11th Street West, Bradenton, Florida 34205.

ii. If to T-Mobile: T-Mobile USA, Inc.:
   1. 12920 SE 38th Street
      Bellevue, WA 98006
      Attn: Lease Compliance
      If E-Mail: Property.Management@T-Mobile.com and
      Noelle.Miller@T-Mobile.com

iii. If to New Cingular Wireless PCS, LLC:
   1. Attn: Network Real Estate Administration, re: FA#: 10016244, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, Georgia 30019.
   2. With a copy to:
      a. New Cingular Wireless PCS, LLC, Attn: Legal Department, re: FA#: 10016244, 208 S. Akard Street, Dallas, TX 75202-4206.
      b. New Cingular Wireless PCS, LLC, Attn: Lead Real Estate, and Construction, re: FA#: 10016244, 12150 Research Parkway, 2nd Floor 2W131, Orlando, FL 32826.

iv. If to Verizon:
   1. Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, New Jersey 07921
   2. With a copy to:
      a. Tirso M. Carreja, Jr., Esquire, 4301 W Boy Scout Blvd., Suite 300, Tampa, Florida, 33607.
      b. Basking Ridge Mail Hub, Attn: Legal Intake, One Verizon Way, Basking Ridge, NJ 07920

d. No Assignment. Provider shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of the City, which consent may be withheld in the City's solely exercised discretion. This Agreement and its terms shall be binding on any successors and/or assigns and Provider is required to provide to any successors and/or assigns notice of this Agreement.

e. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this

Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

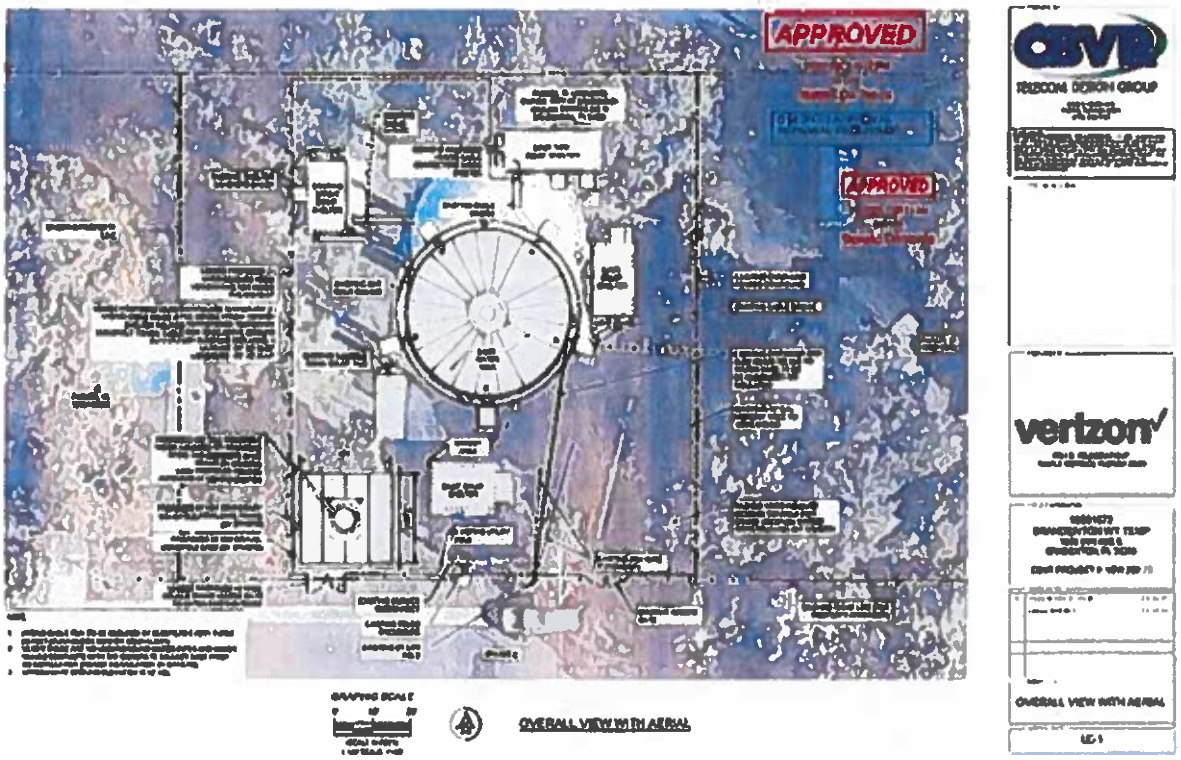
f. Integration. This Agreement incorporated and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

g. Modifications. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto.

**(Signature Pages to Follow)**

# EXHIBIT "A"

## Temporary Access Easement



**IN WITNESS THEREOF**, the CITY OF BRADENTON, a municipal corporation, has caused this agreement to be executed as of the Effective Date.

Signed, sealed and delivered in the presence of:

ATTEST:

Tamara Melton, City Clerk

CITY OF BRADENTON, a municipal corporation

By: _____
Gene Brown, Mayor

**IN WITNESS THEREOF,** T-MOBILE SOUTH LLC, has caused this agreement to be executed as of the Effective Date.

**T-MOBILE SOUTH LLC**

By: _____

Name: 4/27/21

Title: Director, E2O

**IN WITNESS THEREOF**, CELLCO PARTNERSHIP d/b/a Verizon Wireless, has caused this agreement to be executed as of the Effective Date.

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: _____

Name: Jhonathan Montenegro

Title: Assoc. Director - Real Estate

**IN WITNESS THEREOF**, New Cingular Wireless PCS, LLC, has caused this agreement to be executed as of the Effective Date.

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation, its Manager

Name: Steve Beaghouse

Title: Associate Director - Network Design Engr.

**AGENDA ITEM NO. 6.b**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Tamara Melton, Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Minutes from the April 24, 2024 City Council Meeting

**SUGGESTED ACTION:** Approval

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
Minutes from the April 24, 2024 City Council meeting.

**SUGGESTED MOTION:**
Motion to approve the minutes from the April 24, 2024 City Council meeting.

**ATTACHMENTS:**
4-24-2024 City Council Meeting Minutes

**CITY OF BRADENTON**

**CITY COUNCIL MEETING MINUTES**

**April 24, 2024**
**8:30 A.M.**

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, April 24, 2024.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Vice Mayor Ward II Marianne Barnebey; Councilman Ward III Josh Cramer; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Nilsa Taylor, Administrative Services Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Pastor Troy Masterson with Bible Baptist Church.

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

**PROCLAMATIONS: None.**

**PRESENTATIONS: None.**

**CITIZEN COMMENTS:**

Mike Meehan, 1507 80th Street NW, voiced his concerns with recent bacterial readings in Palma Sola Bay.

Councilwoman Kocher volunteered to share information from Dr. David Tomasko, Executive Director of the Sarasota Bay Estuary Program, regarding macroalgae blooms.

**CONSENT AGENDA:**

a) City Administration: Vehicle for Hire Operator's Permit - With Care Transportation and NEMT Services LLC
b) Community Redevelopment Agency: Public Art Loan and Display Agreement between the City of Bradenton, the Community Redevelopment Agency, and Annie Dong
c) Purchasing: Interlocal Agreement with West Manatee Fire Rescue District
d) Purchasing: PB-24-013NT Agreement with Insituform Technologies, LLC

**MOTION TO APPROVE THE CONSENT AGENDA** was made by Councilman Cramer and seconded by Councilwoman Coachman. The motion passed 5-0.

**BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:**

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 24-20 - CONTINUATION OF PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0223 TO PERMIT AN INDOOR AMUSEMENT CENTER AND LOUNGE AT 412 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3319300004), IN THE T5 TRANSECT ZONING DISTRICT AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Assistant Planning and Community Development Director, explained that since the previous continuation on the matter, staff had met with the applicants. He said the applicant withdrew the request for the Lounge Special Use, and the approval would be for the Indoor Amusement Center Special Use. In addition, he continued, the applicant agreed to the following stipulations:

1. Age limited to 21 and older after 8:00 p.m. daily, with signage on the front door depicting the regulation. After 8:00 p.m., patrons would be checked at the front door and wristbands given to those 21 and older.
2. Alcohol sales shall be limited to beer and wine only, no liquor sales. Receipts from alcohol sales shall not exceed 49% of the gross revenue.
3. Games shall be limited to pinball and video games with no simulated gambling machines.
4. No interior access to the adjoining same floor properties.
5. Front window will not be obscured with means that would block views into the establishment.
6. Signage and advertising shall not cover more than 1/3 of the total window area.
7. Work with the Community Development Agency (CRA) on Crime Prevention Through Environmental Design (CPTED) funding and with the Police Department on CPTED principles and safety strategies.
8. The Indoor Amusement Center use shall be the primary use of the property and encompass a majority of the floor area of the property.
9. The use shall close between the hours of 2:00 a.m. and 6:00 a.m.

Following a discussion regarding compatibility with other businesses along Old Main Street, John Paul Taylor, representative for the applicant, approached the podium. Mr. Taylor explained that while he does not anticipate the hours of operation extending from 6:00 a.m. to 2:00 a.m., he would like the option to do so. He added that he does not want to own a bar and envisioned the business as a café with pinball machines.

After discussing whether to include a stipulation stating that the Special Use Permit would be void if the business were closed for thirty days, City Attorney Scott Rudacille stated that the stipulation could be included if the applicant agreed.

Upon further investigation by staff, it was discovered Mr. Taylor could not represent the applicant due to an error on the Agent Authorization Form.

The public hearing was opened, and anyone who wished to speak was invited to the podium. No one came forward.

**MOTION TO CONTINUE THE PUBLIC HEARING FOR RESOLUTION 24-20 UNTIL THE MAY 22, 2024 CITY COUNCIL MEETING STARTING AT 8:30 A.M. IN COUNCIL CHAMBERS** was made by Councilman Cramer and seconded by Councilwoman Coachman. The motion passed 5-0.

**NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY, AND COUNCIL:**

a) City Administration: Second Note Modification Agreement between the City of Bradenton and Florida Cultural Group, Inc.

Rob Perry, City Administrator, announced the Florida Cultural Group wished to extend the note for two years to allow for further development on the property. He explained that the CEO, Janene Amick, agreed to pay any unpaid interest due on the note as well as interest for next year. Ms. Amick thanked Council for their support and presented a check for interest funds.

Councilwoman Moore requested the removal of the last sentence in Item 2 of the contract because there was no unpaid interest following the check presentation.

**MOTION TO APPROVE THE SECOND NOTE MODIFICATION AGREEMENT AND AUTHORIZE LEGAL COUNSEL TO MODIFY THE DOCUMENT AS DIRECTED** was made by Vice Mayor Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

Mr. Perry announced that mid-year budget adjustments would be presented at the May 8, 2024, City Council meeting. He stated that staff would thoroughly explain the adjustments to the Council prior to the meeting.

**UNFINISHED BUSINESS: None.**

**COUNCIL REPORTS:**

**Councilwoman Ward V Pam Coachman:** Councilwoman Coachman was pleased to announce she attended a recent Bradenton Housing Authority meeting and will elaborate further at the May 8, 2024, City Council meeting.

**Mayor Gene Brown:** Mayor Brown announced he met with Tropicana representatives, and in collaboration with the Manatee County School Board, they would like to bring school buses loaded with food to Rossi Park to feed children this summer. He requested that Fire and Police Department staff be onsite for community outreach.

**DEPARTMENT HEAD REPORTS: None.**

Mayor Brown adjourned the meeting at 9:29 a.m.

*NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.*

**AGENDA ITEM NO. 6.c**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Linda Guth, Finance

**ITEM TYPE:** Budget Adjustment

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Budget Adjustment BA24-08

**SUGGESTED ACTION:** Approve Budget Adjustment BA24-08

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
Mid year budget adjustments

**FINANCIAL IMPACT:**
Decrease in Reserve for Contingencies of $826,948.00 in Fund 302 (Half Cent Infrastructure Fund), decrease in Reserve for Contingencies of $190,548.00 and increase in cash carry forward of $728,389.00 in Fund 306 (Spring Training), increase in cash carry forward of $116,933.00 in the water/sewer funds, decrease of cash carry forward of $787,743.00 in Fund 430 (Storm water), decrease in Reserve for Contingencies of $85,048.00 in Fund 570 (Self Insurance Medical Fund), and increase in cash carry forward of $428,084.00 in fund 590 (Property Insurance Fund).

**SUGGESTED MOTION:**
Motion to approve Budget Adjustment BA24-08.

**ATTACHMENTS:**
Budget Adjustment BA24-08

## RESOLUTION NUMBER BA24-08

## 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 midyear budget adjustments.

**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 8th DAY OF MAY 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: Finance

Date: 4/22/2024

Budget Adjustment #: BA24-08

*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: Mid year budget adjustments

*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: 00101 361100
Line item description: Interest Earnings

Increase (in $): 321,203.00 Decrease (in $):

Account Number: 00101 364410
Line item description: Equipment/Disposal of Assets

Increase (in $): 138,715.00 Decrease (in $):

Account Number: 00101 369885
Line item description: Manatee Players Loan III

Increase (in $): 11,500.00 Decrease (in $):

Account Number: 00102 362100 R215
Line item description: Sprint Rent

Increase (in $): 59,000.00 Decrease (in $):

Account Number: 00102 362100 R217
Line item description: Nextel Rent

Increase (in $): 37,393.00 Decrease (in $):

Account Number: 00102 369300 Opoid
Line item description: Opioid Revenue

Increase (in $): 144,269.00 Decrease (in $):

Account Number: 00102 369300 Settl
Line item description: Settlement

Increase (in $): Decrease (in $): 144,269.00

Account Number: 00102 369900 Vacrt
Line item description: Vacation Rentals

Increase (in $): 87,600.00 Decrease (in $):

Account Number: 00104 331200 Hidt3
Line item description: High Intensity Drug Traffic

Increase (in $): 15,000.00 Decrease (in $):

Account Number: 00151310 531900
Line item description: Consultant Fees-Human Resources

Increase (in $): 52,000.00 Decrease (in $):

Account Number: 00151910 546200
Line item description: Equip Repair & Maint-Facilities

Increase (in $): 42,703.00 Decrease (in $):

Account Number: 00152100 534000
Line item description: Contractual Services-Police Admin

Increase (in $): Decrease (in $): 54,258.00

Account Number: 00152150 534000
Line item description: Contractual Services-Patrol Support

Increase (in $): Decrease (in $): 50,000.00

Account Number: 00152150 544200
Line item description: Rentals & Leases-Patrol Support

Increase (in $): 50,000.00 Decrease (in $):

Account Number: 00152160 534000 Opoid
Line item description: Contractual Services-Police Fiscal

Increase (in $): 52,000.00 Decrease (in $):

Account Number: 00152160 551100 Opoid
Line item description: Equipment under $5000-Police Fiscal

Increase (in $): 29,269.00 Decrease (in $):

Account Number: 00152160 564000 Opoid
Line item description: Mach & Equip-Police Fiscal

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

Account Number: 00152160 583000 Hidt3
Line item description: High Intensity Drug Traffic-Police Fiscal

Increase (in $): 15,000.00 Decrease (in $):

Account Number: 00152200 546100 24801
Line item description: Ground Monitoring Well

Increase (in $): 8,500.00 Decrease (in $):

Account Number: 00158100 591131
Line item description: Fund Transfer-131

Increase (in $): 2,558.00 Decrease (in $):

Account Number: 00158100 591132
Line item description: Fund Transfer-132

Increase (in $): Decrease (in $): 543.00

Account Number: 00158100 591133
Line item description: Fund Transfer-133

Increase (in $): 182.00 Decrease (in $):

Account Number: 00159300 582000
Line item description: Aid to Private Organizations

Increase (in $): 460,000.00 Decrease (in $):

Account Number: 30101 361100
Line item description: Interest Earnings

Increase (in $): 60,000.00 Decrease (in $):

Account Number: 30104 334390 24804
Line item description: FDEP Vulnerability Study

Increase (in $): 120,000.00 Decrease (in $):

Account Number: 30158200 563000 18801
Line item description: City Security System

Increase (in $): Decrease (in $): 450,000.00

Account Number: 30158200 563000 19801
Line item description: Riverwalk

Increase (in $): 450,000.00 Decrease (in $):

Account Number: 30158200 563000 24804
Line item description: FDEP Vulnerability Study

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

Account Number: 30258100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 826,948.00

Account Number: 30258200 563000 18821
Line item description: Parks-Equipment

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 30258200 563000 19803
Line item description: Public Safety Vehicles

Increase (in $): 656,948.00 Decrease (in $):

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

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

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

Increase (in $): 60,000.00 Decrease (in $):

Account Number: 30605 369150
Line item description: Cash Carryforward

Increase (in $): 728,389.00 Decrease (in $):

Account Number: 30657510 563000
Line item description: Improvements Capital Outlay

Increase (in $): 918,937.00 Decrease (in $):

Account Number: 30658100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 190,548.00

Account Number: 40202 343310
Line item description: Water Revenue

Increase (in $): 141,000.00 Decrease (in $):

Account Number: 40202 343510
Line item description: Sewer Revenue

Increase (in $): 141,000.00 Decrease (in $):

Account Number: 40205 369150
Line item description: Cash Carryforward

Increase (in $): 1,749,400.00 Decrease (in $):

Account Number: 40253510 546300
Line item description: Vehicle Repair & Maint-Sewer Collection

Increase (in $): 20,000.00 Decrease (in $):

Account Number: 40253515 534000
Line item description: Contractual Services-Mechanical

Increase (in $): Decrease (in $): 40,000.00

Account Number: 40253515 546100
Line item description: Building Repair & Maint-Mechanical

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 40253515 546200
Line item description: Equip Repair & Maint-Mechanical

Increase (in $): Decrease (in $): 26,000.00

Account Number: 40253515 546300
Line item description: Vehicle Repair & Maint-Mechanical

Increase (in $): 16,000.00 Decrease (in $):

Account Number: 40253515 552900
Line item description: Chemical Supplies-Mechanical

Increase (in $): 40,000.00 Decrease (in $):

Account Number: 40253520 512000
Line item description: Salaries & Wages-Water Reclamation

Increase (in $): Decrease (in $): 20,000.00

Account Number: 40253520 534000
Line item description: Contractual Services-Water Reclamation

Increase (in $): 270,000.00 Decrease (in $):

Account Number: 40253520 534000 Opsup
Line item description: Operational Support-Water Reclamation

Increase (in $): 1,749,400.00 Decrease (in $):

Account Number: 40254110 512000
Line item description: Salaries & Wages-Engineering

Increase (in $): Decrease (in $): 25,000.00

Account Number: 40254110 534000
Line item description: Contractual Services-Engineering

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 40254110 546200
Line item description: Equip Repair & Maint-Engineering

Increase (in $): 13,000.00 Decrease (in $):

Account Number: 40254110 546300
Line item description: Vehicle Repair & Maint-Engineering

Increase (in $): Decrease (in $): 13,000.00

Account Number: 40254110 551200
Line item description: Computer Equip under $5000

Increase (in $): 12,000.00 Decrease (in $):

Account Number: 40804 366000 22507
Line item description: Altitude Valve Replace

Increase (in $): 70,222.00 Decrease (in $):

Account Number: 40804 366000 23517
Line item description: Sanitary Pipe Lining-FDEP

Increase (in $): 375,000.00 Decrease (in $):

Account Number: 40804 366000 23518
Line item description: Emergency Power-FDEP

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

Account Number: 40804 366000 24518
Line item description: WRF 4th Clarifier-SRF

Increase (in $): 16,360,000.00 Decrease (in $):

Account Number: 40804 366000 24522
Line item description: Injection Well-SRF

Increase (in $): 3,640,000.00 Decrease (in $):

Account Number: 40804 331350 24523
Line item description: Lift St #3 and #13 FDEP

Increase (in $): 2,937,875.00 Decrease (in $):

Account Number: 40805 369150
Line item description: Cash Carryforward

Increase (in $): Decrease (in $): 1,632,467.00

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

Increase (in $): Decrease (in $): 4,800,000.00

Account Number: 40859000 563000 23517
Line item description: Sanitary Pipe Lining-FDEP

Increase (in $): 375,000.00 Decrease (in $):

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

Increase (in $): Decrease (in $): 380,120.00

Account Number: 40859000 563000 24518
Line item description: WRF 4th Clarifier SRF

Increase (in $): 16,360,000.00 Decrease (in $):

Account Number: 40859000 563000 24519
Line item description: Emergency Sanitary Sewer Improv

Increase (in $): 700,000.00 Decrease (in $):

Account Number: 40859000 563000 24521
Line item description: Water Reclamation Facility Improv

Increase (in $): 480,000.00 Decrease (in $):

Account Number: 40859000 563000 24522
Line item description: Injection Well-SRF

Increase (in $): 3,640,000.00 Decrease (in $):

Account Number: 40859000 563000 24523
Line item description: Lift St #3 and #13 FDEP

Increase (in $): 5,875,750.00 Decrease (in $):

Account Number: 43003 366000 21514
Line item description: SWFWMD-Vota South Pond

Increase (in $): 787,743.00 Decrease (in $):

Account Number: 43005 369150
Line item description: Cash Carryforward

Increase (in $): Decrease (in $): 787,743.00

Account Number: 46053400 512000
Line item description: Salaries and Wages-Sanitation

Increase (in $): Decrease (in $): 21,000.00

Account Number: 46053400 534000
Line item description: Contractual Services-Sanitation

Increase (in $): 21,000.00 Decrease (in $):

Account Number: 57002 349200 Tele
Line item description: City Teledoc

Increase (in $): 23,566.00 Decrease (in $):

Account Number: 57002 369950
Line item description: Wellness

Increase (in $): 75,000.00 Decrease (in $):

Account Number: 57002 369960
Line item description: Pharmacy Rebate

Increase (in $): 526,000.00 Decrease (in $):

Account Number: 57056210 534000 Medic
Line item description:

Increase (in $): 40,000.00 Decrease (in $):

Account Number: 57056210 545700
Line item description: Medical Claims

Increase (in $): Decrease (in $): 830,386.00

Account Number: 57056210 545700 Presc
Line item description: Prescription Claims

Increase (in $): 1,500,000.00 Decrease (in $):

Account Number: 57058100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 85,048.00

Account Number: 59005 369150
Line item description: Cash Carryforward

Increase (in $): 428,084.00 Decrease (in $):

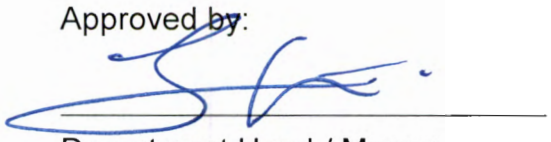
Account Number: 59055900 545100
Line item description: Insurance & Bonds

Increase (in $): 328,084.00 Decrease (in $):

Account Number: 59055900 546800
Line item description: Property Damage and Repair

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

Approved by:



Department Head / Manager

_____

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

**AGENDA ITEM NO. 6.d**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Kelly Thomas, Legislative

**ITEM TYPE:** Resolution

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Resolution 24-32 - Bradenton Housing Authority Reappointment

**SUGGESTED ACTION:** Approval

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
A resolution reappointing Robert Rogers Jr. to the Bradenton Housing Authority and defining his term.

**SUGGESTED MOTION:**
Motion to approve Resolution 24-32.

**ATTACHMENTS:**
Resolution 24-32

# RESOLUTION NUMBER 24-32

A RESOLUTION REAPPOINTING **ROBERT ROGERS JR.** TO THE **HOUSING AUTHORITY** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of reappointing outstanding members of the community to this board.

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

The Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

**Robert Rogers Jr.** for a term to expire April 2028.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 8th day of May, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

# City of Bradenton

## Application for Volunteer Boards

*Please √ appropriate box:*

- ☐ Architectural Review Board
- ☐ Planning Commission*
- ☐ Enterprise Zone Board
- ☒ Bradenton Housing Authority
- ☐ Downtown Development Authority*
- ☐ Police Pension Board*
- ☐ Merit Board
- ☐ Construction Board of Rules and Appeals
- ☐ Code Enforcement*
- ☐ Affordable Housing Advisory Board
- ☐ Tree & Land Preservation Board
- ☐ Central CRA
- ☐ Fire Pension Board*
- ☐ Nuisance Abatement Board*

*These positions require that an annual Financial Statement be filed with the Supervisor of Elections office.

*Please provide the following information:*

Name: Robert E Rogers JR.

Address: 5100 60th ST E, LOT Y2, BRADENTON, 34203

Email: robby11125@gmail.com

Phone: 941-713-3117 Cell:

Do you reside within city limits? NO Work in city limits? NO

Current Employer (*If Applicable*): Retired

Please summarize your work experience: EXECUTIVE DIRECTOR Manatee County Housing Authority - 37 yrs

What special skills would you bring to the board? Board procedures, Vast knowledge of HUD programs, Housing Authority Laws and operations

Why would you like to serve on this board? To help the community, ~~and to give back~~ use my skills & knowledge To Assist the Authority

Have you served on a volunteer board with the City? If so, when and what board? NO

*Signature of Applicant:* Robert Rogers *Date:* 1/30/2019

*Please return **application** with your **RESUME** to:*
Mayor Wayne H. Poston
City of Bradenton, 101 Old Main St., Bradenton, FL 34205
or Wayne.Poston@cityofbradenton.com

# ROBERT **ROGERS**

robby11125@gmail.com

## PROFESSIONAL PROFILE

Executive Director/ Chief Financial Officer for the Manatee County Housing Authority for 37 years.

## SKILLS

- Financial records and processing
- Operations management
- Microsoft Office
- Operations management
- Training and development
- Computer proficient

## EXPERIENCE

**10/1979 to 05/2016** **Executive Director/ Chief Financial Officer**
**Manatee County Housing Authority** — Bradenton, FL
The Authority is High Performing, with 1275 Section Vouchers, 80 public housing Units, and 75 non-HUD apartments. The Authority has an annual budget of over $10,000,000 and a staff of 17.

## EDUCATION AND TRAINING

**1976** **Bachelor of Arts**: Accounting
**University of South Florida** — Tampa, FL

Several HUD Accounting courses too numurous to list here, on both the State, Regional and National Levels.

## ACTIVITIES AND HONORS

President of the Florida Association of Housing and Redevelopement Officials
Chaired many Housing Finance Commities on the State, Regional and National Levels

Leadership Manatee
USF Executive Fellows

**AGENDA ITEM NO. 6.e**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Marcus Kerber, Purchasing

**ITEM TYPE:** Agreement

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** IFB #21-01MK Contract Extension with J & M Materials of Riverview, Inc.

**SUGGESTED ACTION:** Approve the Agreement for Mayor's signature.

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**

The City and Contractor wish to exercise the first extension option of IFB #21-01MK, whereby Contractor is to provide the City with all dewatered iron humate sludge removal and hauling services at the City's Water Treatment Plant facility to include all labor, equipment, and personnel needed to load supplied vehicles, transport, and proper disposal of the sludge.

**FINANCIAL IMPACT:**
To be utilized and funded through the operating budget.

**ATTORNEY REVIEW/RECOMMENDATION:**
Reviewed and edited by Attorney Rudacille.

**SUGGESTED MOTION:**
Motion to approve the Extension Agreement for IFB #21-01MK with J & M Materials of Riverview, Inc.

**ATTACHMENTS:**
IFB #21-01MK with J & M Materials of Riverview, Inc.

**First Contract Extension of Agreement IFB #21-01MK between J & M Materials of Riverview, Inc. and the City of Bradenton**

This FIRST EXTENSION of Agreement IFB #21-01MK (the "Extension"), is made this 8th day of May 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and J & M MATERIALS OF RIVERVIEW, INC., a Florida profit corporation (hereafter referred to as "Contractor), with a principal office located at 6321 Muck Pond Road, Seffner, Florida 33584.

**WITNESSETH**:

**WHEREAS**, the City and Contractor entered into IFB #21-01MK (the "Agreement") on May 12, 2021, whereby Contractor was to provide the City with all dewatered iron humate sludge removal and hauling services at the City's Water Treatment Plant facility to include all labor, equipment, and personnel needed to load supplied vehicles, transport, and proper disposal of the sludge;

**WHEREAS**, the Agreement with the City provided for a three-year term, through May 11, 2024;

**WHEREAS**, the Agreement allows the option to renew for two (2) additional one-year periods;

**WHEREAS,** the Parties desire to extend the term of the Agreement for an additional one-year period to May 11, 2025;

**WHEREAS**, the City and the Contractor desire to make certain amendments to the Agreement as indicated herein;

**WHEREAS**, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

**NOW, THEREFORE**, the City and the Contractor, 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 Extension.
2. **Amendment to the Agreement**. The Agreement is hereby amended as follows, and such amendment shall prevail over conflicting provisions of the Agreement:
   a. Term. The Agreement is hereby extended an additional one-year term, and the Agreement shall now expire on May 11, 2025.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 8th day of May, 2024.

| | |
|---|---|
| Tina Jernigan, as President | 04/29/2024 |
| J & M Materials of Riverview, Inc. | Date |
| | |
| Gene Brown | Date |
| Mayor, City of Bradenton | |
| Erin Jones | 04/30/2024 |
| Erin Jones, CPPB, NIGP-CPP | Date |
| Purchasing Manager, City of Bradenton | |

**AGENDA ITEM NO. 6.f**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Marcus Kerber, Purchasing

**ITEM TYPE:** Agreement

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** PB-20-01MK Contract Extension with Advanced Roofing, Inc.

**SUGGESTED ACTION:** Approve the Agreement for Mayor's signature.

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
The City and Contractor wish to extend PB-20-01MK, whereby Contractor is to provide the City with roofing maintenance and repairs, including labor and equipment necessary to provide the commodities/services required.

**FINANCIAL IMPACT:**
To be utilized and funded through the operating budget.

**ATTORNEY REVIEW/RECOMMENDATION:**
Reviewed and edited by Attorney Rudacille.

**SUGGESTED MOTION:**
Motion to approve Extension PB-20-01MK with Advanced Roofing, Inc.

**ATTACHMENTS:**
PB-20-01MK with Advanced Roofing

**Third Contract Extension of PB-20-01MK between Advanced Roofing, Inc. and the City of Bradenton**

This THIRD CONTRACT EXTENSION of PB-20-01MK (the "Third Extension"), is made this 8th day of May 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and ADVANCED ROOFING, INC. (hereafter referred to as "Contractor), with a principal office located at 19520 NW 22nd Street, Ft. Lauderdale, Florida 33311.

**WITNESSETH**:

**WHEREAS**, the City and Contractor entered into PB-20-01MK (the "Contract") on February 12, 2020, whereby Contractor was to provide the City with roofing maintenance and repairs, including labor and equipment necessary to provide the commodities/services required;

**WHEREAS**, the Contract was a piggyback contract from a City of Sunrise contract (the "Sunrise Contract") with the Contractor;

**WHEREAS**, the Contract allows the option to renew for three (3) additional one-year periods;

**WHEREAS**, the Parties extended the term of the Contract an additional one-year period to May 31, 2023 pursuant to that certain Contract Extension of PB-20-01MK between Advanced Roofing, Inc. and the City of Bradenton (the "First Extension");

**WHEREAS**, the Parties extended the term of the Contract an additional one-year period to May 31, 2024 pursuant to that certain Second Contract Extension of PB-20-01MK between Advanced Roofing, Inc. and the City of Bradenton (the "Second Extension");

**WHEREAS**, the Parties desire to utilize the final renewal to extend the term of the Contract an additional one-year period to May 31, 2025;

**WHEREAS**, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

**WHEREAS**, the City and the Contractor desire that except as amended by the terms of the Third Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

**NOW, THEREFORE**, the City and the Contractor, 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 Third Extension.

2. **Amendments to the Contract**. The Contract is hereby amended as follows, and such amendments shall prevail over conflicting provisions of the Contract:
   a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on May 31, 2025. This shall be the last permitted renewal under the Contract.
   b. Price. There shall be a CPI increase of 3.1% to the pricing included in the Contract, as reflected in the project cost sheet, attached hereto and incorporated herein as Exhibit "A."
3. **Affirmation**. Except as amended by the terms of this Third Extension, all other terms, covenants and conditions of the Contract, the First Extension, the Second Extension, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts**. This Third Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Third Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Third Extension, upon the terms and conditions above stated, this 8th day of May, 2024.

| | |
|---|---|
| _____ | 4/29/2024 |
| Robert P. Kornahrens<br>President, Advanced Roofing, Inc. | Date |
| _____ | _____ |
| Gene Brown<br>Mayor, City of Bradenton | Date |
| Erin Jones | 04/30/2024 |
| Erin Jones, CPPB, NIGP-CPP<br>Purchasing Manager, City of Bradenton | Date |

***FINANCE & ADMIN. SERVICES DEPARTMENT***
***Purchasing Division***
***Phone: 954-572-2274***
***Fax: 954-578-4809***

CITY OF SUNRISE FLORIDA

March 22, 2024 Sent Via Email robk@advancedroofing.com

Mr. Robert P. Kornahrens
Advanced Roofing, Inc.
19520 NW 22nd Street
Ft Lauderdale, FL 33311
Phone # 954-522-6868 (Emergency Phone # 954-649-8165)
Vendor No. 438
Tyler-Munis Contract No. 2019000166

Subject: Third Renewal with CPI-U Adjustment – Bid No. 19-17-12-HR
Bid Title: Roofing Maintenance and Repairs

Mr. Kornahrens,

The above referenced Contract will expire on May 31, 2024. Pursuant to the Solicitation documents, the City reserves the right to renew the Contract for three (3) additional, one (1) year periods under the same specifications. A price adjustment is allowed at the time of renewal, in accordance with the annual CPI-U (the CPI-U from February 2023 to February 2024 is 3.1%), we accept your requested 3.1% increase. The City is utilizing the third and final renewal option for the period June 1, 2024 through May 31, 2025.

Please see the attached documentation that provides a more detailed breakdown per line item.

Please sign, date and return this acknowledgement along with a current certificate of insurance and email to hraphaelson@sunrisefl.gov or fax to number 954-578-4809.

Best Regards,

Holly Raphaelson

Holly Raphaelson, MBA, C.P.M., CPPO, CPSM, NIGP-CPP
Procurement Specialist

We hereby acknowledge that the above contract is renewed for one year.

Signature: _____ Date: 03.22.2024
Robert P. Kornahrens

Attachment: Schedule “A” (6 pages)

# SCHEDULE "A"

| City of Sunrise Bid No. 19-17-12-HR | | | | | |
|---|---|---|---|---|---|
| PROJECT COST SHEET | | | | | |
| **CONTRACTOR:** Advanced Roofing | | | | | |
| | | | | | Third Renewal 3.1% Increase |
| Qty | | Pay Item No. | Description | Unit | Price |
| | **ITEM 1** | | | | |
| | | ITEM 1-A | Prior to Contractor beginning any other work at the site, Contractor shall remove the asbestos containing material using a licensed asbestos abatement Contractor. Removal shall be in accordance with the asbestos test laboratory survey report recommendations provided by the City. This allowance is to reimburse the Contractor for the actual cost incurred from asbestos abatement and it does not include any incidental costs. The proposed cost for asbestos abatement shall be approved prior to performing the work. A copy of the receipt is required for payment. | 1 | $ - |
| | | ITEM 1-B | ALLOWANCE for Permits. Contractor markup and overhead is disallwoed. Payment shall be based on actual bona fide receipts | 1 | $ 3,794.41 |
| | **ITEM 2** | | **Furnish all materials, labor, and equipment for exisitng roof tear-off, including existing insulation board, down to substrate. This item also includes all disposal costs.** | | |
| | | ITEM 2-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 5.93 |
| | | ITEM 2-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 4.74 |
| | | ITEM 2-B | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | S.F | $ 3.56 |
| | **ITEM 3** | | **Furnish all materials, labor, and equipment to install approved isotherm or polyisocyanurate rigid insulation board tapered, based on 1½ inches thickness, fully attached to substrate.** | | |
| | | **A)** | **MOPPED IN:** | | |
| | | ITEM 3A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 4.74 |
| | | ITEM 3A-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 4.15 |
| | | ITEM 3A-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | S.F | $ 2.96 |
| | | **B)** | **MECHANICALLY ATTACHED** | | |
| | | ITEM 3B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 5.93 |
| | | ITEM 3B-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 4.15 |
| | | ITEM 3B-B | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | S.F | $ 2.96 |
| | **ITEM 4** | | **Furnish all materials, labor, and equipment to install 4 ply modified bitumen system, with 2-ply base flashing, anchor sheet, with vent sheet, without insulation.** | | |
| | | ITEM 4-A | Small Roof Repair Areas -**0 S.F-500 S.F** | | $ 10.67 |
| | | ITEM 4-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 4.74 |
| | | ITEM 4-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | S.F | $ 2.96 |
| | **ITEM 5** | | **Furnish all materials, labor, and equipment to install 4 ply modified bitumen system, with 2-ply base flashing, anchor sheet, without vent sheet (uninsulated applications).** | | |
| | | **A)** | **MOPPED IN:** | | |
| | | ITEM 5A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 8.30 |
| | | ITEM 5A-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 4.74 |
| | | ITEM 5A-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | S.F | $ 2.37 |
| | | **B)** | **MECHANICALLY ATTACHED** | | |
| | | ITEM 5B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 9.49 |
| | | ITEM 5B-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 5.93 |
| | | ITEM 5B-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | S.F | $ 3.56 |
| | | **C)** | **TORCHED DOWN ATTACHED:** | | |
| | | ITEM 5C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 14.23 |
| | | ITEM 5C-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 4.74 |
| | | ITEM 5C-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | S.F | $ 2.96 |
| | | **D)** | **ALUMINIUM ROOF COATING(FOR REFLECTIVITY FOR BLACK ROOF SYSTEMS(SRI 68 MIN.): (Such as 'apoch" premium rubberized aluminium roof coating)** | | |
| | | ITEM 5D-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 9.49 |
| | | ITEM 5D-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 4.45 |
| | | ITEM 5D-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | S.F | $ 2.96 |
| | **ITEM 6** | | **Furnish all materials, labor, and equipment to install approved cants, 1½ inches thickness by 3½ inches wide.** | | |
| | | ITEM 6-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 5.93 |
| | | ITEM 6-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 1.19 |
| | | ITEM 6-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 0.59 |
| | **ITEM 7** | | **Furnish all materials, labor, and equipment to install flexible, non-metallic flashings, 18 inches wide.** | | |
| | | ITEM 7-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 23.72 |
| | | ITEM 7-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 23.72 |
| | | ITEM 7-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 17.79 |
| | **ITEM 8** | | **Furnish all materials, labor, and equipment to install built- up roof repair/replacement, including pea gravel protection.** | | |
| | | ITEM 8-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 86 |
| | | ITEM 8-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 2.37 |

| Qty | | Pay Item No. | Description | Unit | Price |
|---|---|---|---|---|---|
| | **ITEM 9** | | **Furnish all materials, labor, and equipment to install built-up roof pea gravel.** | | |
| | | ITEM 9-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 11.86 |
| | | ITEM 9-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 3.56 |
| | **ITEM 10** | | **Furnish all materials, labor, and equipment to install wall sheet metal flashing, 24-gauge stainless steel, 8 inches wide.** | | |
| | | ITEM 10-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 14.23 |
| | | ITEM 10-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 11.86 |
| | | ITEM 10-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 10.08 |
| | **ITEM 11** | | **Furnish all materials, labor and equipment to install continuous 4-inches metal drip edge** | | |
| | | **A)** | **24 Gauge Galvanized Steel** | | |
| | | ITEM 11A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 21.34 |
| | | ITEM 11A-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 17.79 |
| | | ITEM 11A-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 11.86 |
| | | **B)** | **24 Gauge Stainless Steel** | | |
| | | ITEM 11B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 22.53 |
| | | ITEM 11B-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 18.97 |
| | | ITEM 11B0C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 13.04 |
| | | **C)** | **Copper** | | |
| | | ITEM 11C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 22.53 |
| | | ITEM 11C-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 18.97 |
| | | ITEM 11C-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 13.04 |
| | | **D)** | **Aluminum** | | |
| | | ITEM 11D-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 22.53 |
| | | ITEM 11D-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 18.97 |
| | | ITEM 11D-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 13.04 |
| | **ITEM 12** | | **Furnish all materials, labor and equipment to install wall counter flashing 24-gauge stainless steel, surface mounted with springs lock reglet and 24-gauge stainless steel flashing, 6 inches vertical.** | | |
| | | ITEM 12-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 23.72 |
| | | ITEM 12-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 21.34 |
| | | ITEM 12-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 17.79 |
| | **ITEM 13** | | **Furnish all material, labor and equipment to install metal coping cap, snap-lok system, 8-inches wide.** | | |
| | | **A)** | **24 Gauge Galvanized Steel** | | |
| | | ITEM 13A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 24.90 |
| | | ITEM 13A-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 22.53 |
| | | ITEM 13A-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 18.97 |
| | | **B)** | **24 Gauge Stainless Steel** | | |
| | | ITEM 13B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 26.09 |
| | | ITEM 13B-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 23.72 |
| | | ITEM 13B-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 20.16 |
| | | **C)** | **Aluminum with Kynar Finish** | | |
| | | ITEM 13C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 26.09 |
| | | ITEM 13C-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 23.72 |
| | | ITEM 13C-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 20.16 |
| | **ITEM 14** | | **Furnish all materials, labor and equipment to install pipe mounting pedestals(4), with equipment rail(3 feet x3 feet), and flashing, 18 inches high.** | EA. | $ 889.31 |
| | **ITEM 15** | | **Furnish all materials, labor and equipment to install pitch pocket, for 6-inch diameter vertical element.** | EA. | $ 207.51 |
| | **ITEM 16** | | **Furnish all materials, labor and equipment to install pipe or duct mountin roof pedestal, 18 gauge galvanised steel complete with flashing, 12 inches high.** | EA. | $ 326.08 |
| | **ITEM 17** | | **Furnish all materials, labor, and equipment to install roof penetration flashings, stainless steel 26 GA., with sealant cover, for vertical 6-inch diameter element, 9 inches high, umbrella type.** | EA. | $ 237.15 |
| | **ITEM 18** | | **Furnish all materials, labor, and equipment to install 12 inches high, 3 feet wide x 3 feet long, roof equipment support curbs, 1½ inches thick 3 lbs., rigid insulation, 18 GA., Galvanized steel shell, base plate and fully mitered 3 inches cant.** | EA. | $ 533.59 |
| | **ITEM 19** | | **Furnish all materials, labor, and equipment to install rubber boot flashings for vertical round penetrations, typically vent stacks, 4-6 inches diameter, 8 inches high, complete with stainless steel clamps.** | EA. | $ 88.93 |
| | **ITEM 20** | | **Furnish all materials, labor, and equipment to install 6-inch roof drains, standard dura-coated cast iron, steel inserts with strainer, and clamps (by Zurn, or City approved equal).** | EA. | $ 1,422.90 |
| | **ITEM 21** | | **Furnish all materials, labor, and equipment to install expansion joint cover, without blocking.** | | |
| | | ITEM 21-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 35.57 |
| | | ITEM 21-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 29.64 |
| | | ITEM 21-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 23.72 |
| | **ITEM 22** | | **Furnish all materials, labor, and equipment to install plumbing vent flashing, lead sleeve and coupling, installed 4-inch pipe** | EA. | $ 88.93 |
| | **ITEM 23** | | **Furnish all materials, labor, and equipment to install 8 inches high x 16 inches wide metal scupper, (4) sided with integral drip strip and surface reglet flashing.** | | |
| | | ITEM 23-A | 24 Gauge Galvanized Steel | EA. | $ 177.86 |

| Qty | | Pay Item No. | Description | Unit | Price |
|---|---|---|---|---|---|
| | | ITEM 23-B | 24 Gauge Stainless Steel | EA. | $ 355.73 |
| | **ITEM 24** | | **Furnish all materials, labor, and equipment to install 6-inch diameter leader.** | | |
| | | **A)** | **24 Gauge Galvanized Steel** | | |
| | | ITEM 24A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 14.23 |
| | | ITEM 24A-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 11.86 |
| | | ITEM 24A-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 11.86 |
| | | **B)** | **24 Gauge Stainless Steel** | | |
| | | ITEM 24B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 23.72 |
| | | ITEM 24B-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 17.79 |
| | | ITEM 24B-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 17.79 |
| | | **C)** | **Anodized Aluminum** | | |
| | | ITEM 24C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 21.34 |
| | | ITEM 24C-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 15.41 |
| | | ITEM 24C-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 15.41 |
| | **ITEM 25** | | **Furnish all materials, labor, and equipment to install continuous 4-inch-wide metal gutter system** | | |
| | | **A)** | **24 Gauge Galvanized Steel** | | |
| | | ITEM 25A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 5.93 |
| | | ITEM 25A-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 5.93 |
| | | ITEM 25A-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 5.93 |
| | | **B)** | **24 Gauge Stainless Steel** | | |
| | | ITEM 25B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 23.72 |
| | | ITEM 25B-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 14.23 |
| | | ITEM 25B-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 14.23 |
| | | **C)** | **Anodized Aluminum** | | |
| | | ITEM 25C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 21.34 |
| | | ITEM 25C-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | L.F | $ 11.86 |
| | | ITEM 25C-C | Large Roof Repair/Replacement Areas -**Over 10,001 S.F** | L.F | $ 11.86 |
| | **ITEM 26** | | **The following time costs are for emergency work only as authorized by the City of Sunrise:** | | |
| | | ITEM 26-A | Supervisor (Labor price should be included in your bid for items indicated) | | |
| | | | ***Regular Rate*** | HR. | $ 59.29 |
| | | | ***Overtime Rate*** | HR. | $ 59.29 |
| | | ITEM 26-B | Journeyman (Labor price should be included in your bid for items indicated) | | |
| | | | ***Regular Rate*** | HR. | $ 88.93 |
| | | | ***Overtime Rate*** | HR. | $ 88.93 |
| | | ITEM 26-C | Roofer's Helper (Labor price should be included in your bid for items indicated) | | |
| | | | ***Regular Rate*** | HR. | $ 65.22 |
| | | | ***Overtime Rate*** | HR. | $ 65.22 |
| | **ITEM 27** | | **Furnish all matertals, labor, and equipment to install 60 Mil, Type II, fabric reinforced Uniform EPDM with a Class 'A' Rating. The membrane is to be mechanically fastened through the metal deck system (approved warranty method as manufactured by 'Carlisle Syntec' for existing warrantied system.** | | |
| | | ITEM 27-A | Small Roof Repair Areas -**0 S.F-200 S.F** | S.F | $ 2.37 |
| | | ITEM 27-B | Medium Roof Repair/Replacement Areas -2**00 S.F-2,000 S.F** | S.F | $ 1.78 |
| | | ITEM 27-B | Large Roof Repair/Replacement Areas -**Over 2,000 S.F** | S.F | $ 0.89 |
| | **ITEM 28** | | **Furnish all materials, labor, and equipment to install 60 Mil, fabric reinforced Uniform TPO (Thermoplastic Polyolefin Sheet) with exposed white face, min. SRI 78, fully adhered / mechanically fastened system as manufactured by 'Carlisle Syntec for existing approved warrantied system. The membrane is to be mechanically fastened through the metal deck system or adhered to concrete deck (approved warranty method as manufactured by 'Carlisle Syntec' or other manufacturer for existing warrantied system).** | | |
| | | ITEM 28-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 7.11 |
| | | ITEM 28-B | Medium Roof Repair/Replacement Areas -**501 S.F-3,000 S.F** | S.F | $ 4.15 |
| | | ITEM 28-C | Large Roof Repair/Replacement Areas -**Over 3,000 S.F** | S.F | $ 5.34 |
| | **ITEM 29** | | **Furnish all materials, labor, and equipment to install Built Up Coal Tar Roofing system with membrane ply sheets as indicated** | | |
| | | ITEM 29-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 7.11 |
| | | ITEM 29-B | Medium Roof Repair/Replacement Areas -**501 S.F-10,000 S.F** | S.F | $ 7.11 |
| | | ITEM 29-C | Large Roof Repair/Replacement Areas -**Over 10,000 S.F** | S.F | $ 7.11 |
| | **ITEM 30** | | **Furnish all materials, labor, and equipment for existing roof tear- off, down to substrate. This item also includes all disposal costs** | | |
| | | **A)** | **Asphalt Shingles** | | |
| | | ITEM 30A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 7.71 |
| | | ITEM 30A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 7.11 |
| | | **B)** | **Concrete/Clay Tile** | | |
| | | ITEM 30B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 23 |
| | | ITEM 30B-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 86 |
| | | **C)** | **Standing Seam Metal Roof** | | |

| Qty | | Pay Item No. | Description | Unit | Price |
|---|---|---|---|---|---|
| | | ITEM 30C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 17.79 |
| | | ITEM 30C-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 15.41 |
| | | **D)** | **Metal Shingles** | | |
| | | ITEM 30D-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 17.79 |
| | | ITEM 30D-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 15.41 |
| | **ITEM 31** | | **Furnish all materials, labor, and equipment for the replacement of deteriorated wood substrates** | | |
| | | **A)** | **5/8- inch CDX Plywood** | | |
| | | ITEM 31A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 5.34 |
| | | ITEM 31A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 4.15 |
| | | **B)** | **2-inches x 6-inch T&G Wood(Fir)** | | |
| | | ITEM 31B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 11.86 |
| | | | Curved Roof | S.F | $ 11.86 |
| | | ITEM 31B-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 9.49 |
| | | | Curved Roof | S.F | $ 9.49 |
| | **ITEM 32** | | **Furnish all materials, labor, and equipment to install the underlayment materials.** | | |
| | | **A)** | **6 Mil Polyethylene Sheet** | | |
| | | ITEM 32A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 0.59 |
| | | ITEM 32A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 0.47 |
| | | **B)** | **30 Lbs. Felts Saturated Organic** | | |
| | | ITEM 32B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 2.37 |
| | | ITEM 32B-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 2.96 |
| | | **C)** | **Self-Adhering underlayment granular face sheet. 55 Mils. Fiberglass mat reinforced and SBS asphalt** | | |
| | | ITEM 32C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 4.74 |
| | | ITEM 32C-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 4.15 |
| | | **D)** | **Self-Adhering underlayment polyethylene sheet. 40 Mils. Slip resisting polythene film.** | | |
| | | ITEM 32D-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 5.93 |
| | | ITEM 32D-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 5.34 |
| | | **E)** | **Self- Adhering sheet underlayment, high temperature sheet. 40 Mils, with slip resisting polyethylene top surface laminated to SBS modified asphalt adhesive** | | |
| | | ITEM 32E-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 5.93 |
| | | ITEM 32E-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 5.34 |
| | | **F)** | **Slip sheet building paper. 5 lbs/100 S.F rosin sized** | | |
| | | ITEM 32F-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 0.59 |
| | | ITEM 32F-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 0.30 |
| | **ITEM 33** | | **Furnish all materials, labor, and equipment to install pressure treated blocking.** | | |
| | | **A)** | **2x4** | | |
| | | ITEM 33A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 5.93 |
| | | ITEM 33A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 4.74 |
| | | **B)** | **2x6** | | |
| | | ITEM 33B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 7.11 |
| | | ITEM 33B-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 5.93 |
| | | **C)** | **2X8** | | |
| | | ITEM 33C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 11.86 |
| | | ITEM 33C-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 9.49 |
| | **ITEM 34** | | **Furnish all materials, labor, and equipment to install sheet metal flashings and trim.** | | |
| | | **A)** | **24 Gauge Stainless Steel Drip Edge- 4 Inch Profile** | | |
| | | ITEM 34A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 14.23 |
| | | ITEM 34A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | L.F | $ 11.86 |
| | **ITEM 35** | | **Furnish all materials, labor, and equipment to install metal gutter.** | | |
| | | **A)** | **6-inch x 6-inch 24 Gauge Galvanized Steel Gutter** | | |
| | | ITEM 35A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 29.64 |
| | | ITEM 35A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | L.F | $ 23.72 |
| | | **B)** | **6-inch x 6-inch Aluminum Gutter** | | |
| | | ITEM 35A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 32.02 |
| | | ITEM 35A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | L.F | $ 26.09 |
| | **ITEM 36** | | **Furnish all materials, labor and equipment to install rigid standard ridge vent, high density polypropylene or UV-Stabilized plastic** | | |
| | | ITEM 36-A | Small Roof Repair Areas -**0 S.F-500 S.F** | L.F | $ 11.86 |
| | | ITEM 36-B | Medium to Large Roof Repair Area -**501 S.F and Up** | L.F | $ 9.49 |
| | **ITEM 37** | | **Furnish all materials, labor and equipment to install glass fiber reinforced asphalt shingles, mineral-granular surfaced self-sealing.** | | |
| | | ITEM 37-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 4.74 |
| | | ITEM 37-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 4.15 |
| | **ITEM 38** | | **Furnish all materials, labor, and equipment to install 20 oz. Copper shingles 34-inches x 12-inches, 2 clips per panel.** | | |
| | | ITEM 38-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 17.79 |
| | | ITEM 38-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 17.79 |

| Qty | | Pay Item No. | Description | Unit | Price |
|---|---|---|---|---|---|
| | **ITEM 39** | | **Furnish all materials, labor.and equipment to install galvanized steel sheet, .0276 inch with siliconized polyester coating** | | |
| | | **A)** | **Standing Seam** | | |
| | | ITEM 39A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 18.97 |
| | | ITEM 39A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 17.79 |
| | | **B)** | **Batten Seam** | | |
| | | ITEM 39B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 11.86 |
| | | ITEM 39B-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 10.67 |
| | **ITEM 40** | | **Furnish all materials, labor, and equipment to install aluminum sheet, coil coated alloy, .040 inch with siliconized polyester coating.** | | |
| | | **A)** | **Standing Seam** | | |
| | | ITEM 40A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 20.16 |
| | | ITEM 40A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 18.97 |
| | | **B)** | **Batten Seam** | | |
| | | ITEM 40B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 13.04 |
| | | ITEM 40B-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 11.86 |
| | | **C)** | **Flat Seam** | | |
| | | ITEM 40C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 13.04 |
| | | ITEM 40C-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 11.86 |
| | | **D)** | **Ridge Metal Building Roofing (Through Metal Building Manufacturer)** | | |
| | | ITEM 40D-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 14.23 |
| | | ITEM 40D-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 11.86 |
| | **ITEM 41** | | **Furnish all materials, labor, and equipment to install clay roof tile.** | | |
| | | **A)** | **Spanish"S" Tile** | | |
| | | ITEM 41A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 13.04 |
| | | ITEM 41A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 11.86 |
| | | **B)** | **Barrel Tile** | | |
| | | ITEM 41A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 13.04 |
| | | ITEM 41A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 11.86 |
| | **ITEM 42** | | **Furnish all materials, labor and equipment to install 4" diameter leader** | | |
| | | **A)** | **24 Gauge Galvanized Steel** | | |
| | | ITEM 42A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 9.49 |
| | | ITEM 42A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 8.30 |
| | | **B)** | **Anodized Aluminium** | | |
| | | ITEM 42B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 10.67 |
| | | ITEM 42B-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 9.49 |
| | | **C)** | **24 Gauge Stainless Steel** | | |
| | | ITEM 42C-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 13.04 |
| | | ITEM 42C-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 11.86 |
| | **ITEM 43** | | **Furnish all materials, labor and equipment to install concrete roof tile** | | |
| | | **A)** | **Spanish"S" Tile** | | |
| | | ITEM 43A-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 11.86 |
| | | ITEM 43A-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 10.67 |
| | | **B)** | **Flat Shingle** | | |
| | | ITEM 43B-A | Small Roof Repair Areas -**0 S.F-500 S.F** | S.F | $ 10.67 |
| | | ITEM 43B-B | Medium to Large Roof Repair Area -**501 S.F and Up** | S.F | $ 10.08 |
| | **ITEM 44** | | **Supplies not listed or included elsewhere MAY be purchased under this contract on a strictly COST-PLUS arrangement only. Documentation of vendor cost must be provided with v,vritten (City) estimates. Provide percent markup. City staff estimates approximately $25,000 worth of this type of material will be required per year.** | EA. | |
| | **ITEM 45** | | **Crane Rental ALLOWANCE - based upon receipts and as authorized by the City.** | | |

| Qty | | Pay Item No. | Description | Unit | Price |
|---|---|---|---|---|---|
| | **ITEM 46** | | **Annual inspections of all roof types to be included in a Roofing Inspection Report. Roofing Inspection and Report.** The report will be comprehensive and include a quote for repairs formatted in line with the contract. The quote shall identify emergency, remedial and replacement cost. Report shall include but not be limited to the following: **1. All roofing inspection roofing numbering system shall conform with the City of Sunrise building numbers. Vendor shall coordinate the proper building numbers with the City representative to ensure inclusion into the report. 2. Providing information of the roof (i.e. date of installation, based on permitting documents, roof characteristics and geometry, roof type, roof square footage, and any other information that may be required). 3. Providing color images or photos, within the body of the report, identifying the roofing area, condition, and deficiencies that may require immediate attention. 4. Date of estimated need for replacement. 5. LOS as follows: A=IO or more years of service life remaining; B=8 to 10 yearsof service life remaining; C=5 to 7 years of service life remaining; D=2 to 4 years of service life remaining; F= Less than 1 yearof service Jife remaining.** | S.F | $ 0.07 |
| H. | | | Total Cost | | $ 10,475.78 |

**AGENDA ITEM NO. 6.g**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Erin Jones, Purchasing

**ITEM TYPE:** Contract

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** PB-24-014EJ Agreement with C & D Industrial Maintenance, LLC

**SUGGESTED ACTION:** Approve agreement for Mayor's signature

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
C & D Industrial Maintenance, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide overhead garage door services. This agreement is in accordance with the specifications per Manatee County Agreement with C & D Industrial Maintenance, LLC in response to ITQ No. 23-R081262SB, and all amendments thereto, for overhead garage door services, for a base contract period dated commencing on October 1, 2024 through April 16, 2026, with one (1) additional two (2) year renewal options

**FINANCIAL IMPACT:**
To be utilized and funded through the operating budget.

**ATTORNEY REVIEW/RECOMMENDATION:**
Reviewed by Attorney Rudacille.

**SUGGESTED MOTION:**
Motion to approve agreement PB-24-014EJ with C & D Industrial Maintenance, LLC.

**ATTACHMENTS:**

PB-24-014EJ with C & D Industrial Maintenance, LLC

# CITY OF BRADENTON
# BRADENTON, FLORIDA

## AGREEMENT PB-24-014EJ BETWEEN THE CITY OF BRADENTON AND C & D INDUSTRIAL MAINTENANCE, LLC.

C & D Industrial Maintenance, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with overhead garage door services. This agreement is in accordance with the specifications per Manatee County Agreement between C & D Industrial Maintenance, LLC and Manatee County in response to ITQ No. 23-R081262SB, and all amendments thereto, for overhead garage door services (the "Contract Documents"), for a base contract period dated commencing on October 1, 2024 through April 16, 2026, with one (1) additional two (2) year renewal options, with the following modifications:

1. All references to "Manatee County" or "County" in the Contract Documents shall be replaced with "City of Bradenton, Florida."

2. All reference to "Manatee County Code of Ordinances" or "Code" shall be replaced with "City of Bradenton Code of Ordinances."

3. Any reference to "Manatee County Procurement Code" and "Manatee County Purchasing Code" shall be replaced with the City's applicable policies.

4. Article 15, Public Records, shall be deleted in its entirety and replaced with the following:

> To the extent applicable, the Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:
>
> A. Contractor shall keep and maintain public records required by the City in order to perform the service;
>
> B. 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;

C. Contractor 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 Contractor does not transfer the records to the City;

D. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor 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 public agency; and,

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

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

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

5. Article 16, Indemnification, shall be deleted in its entirety and replaced with the following:

Contractor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or

employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

6. Article 18, Insurance, shall be revised to include certification requirements as follows:

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

a. The certificate holder shall be:

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

b. Certificate shall be emailed to:

**The City of Bradenton**
**101 Old Main Street**
**Bradenton, FL 34205-7863**
**Attn: Marcus Kerber**
**Reference: PB24-014EJ**

7. Article 25, Notices, shall be revised to reflect the following contact information for notices to the City:

City of Bradenton
Attn: Purchasing Dept.
101 Old Main Street
Bradenton, FL 34205

8. A new Article 41, E-Verify, shall be added to the agreement as follows:

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 Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor 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.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Brian Brown — 4/29/24

Brian Brown (printed name) — Date

Director - Business Development (title)

C & D Industrial Maintenance, LLC

Gene Brown — Date

Mayor

Erin Jones — 05/01/2024

Erin Jones, CPPB, NIGP-CPP — Date

Purchasing Manager

# AGREEMENT No. 23-R081262SB

# OVERHEAD GARAGE DOOR SERVICES

**between**

**MANATEE COUNTY**
**(COUNTY)**

**and**

**C & D INDUSTRIAL MAINTENANCE, LLC**
**(CONTRACTOR)**

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**AGREEMENT FOR OVERHEAD GARAGE DOOR SERVICES**

**THIS AGREEMENT** is made and entered into as of this 17th day of April, 2023 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **C & D INDUSTRIAL MAINTENANCE, LLC**, a Florida limited liability corporation, (**"CONTRACTOR")** with offices located at 2208 58th Avenue East Bradenton, Florida 34203, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

**WHEREAS,** CONTRACTOR engages in the business of overhead garage door services; and

**WHEREAS,** COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

**WHEREAS**, this Agreement is a result of CONTRACTOR'S submission of a quote in response to Invitation to Quote No. 23-R081262SB and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE,** the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1. SCOPE OF SERVICES**

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services ("Services"). "Task" as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

**ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

**Exhibit A** Scope of Services
**Exhibit B** Fee Rate Schedule
**Exhibit C** Affidavit of No Conflict
**Exhibit D** Insurance Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

**ARTICLE 3. AGREEMENT TERM**

A. This Agreement shall commence on the Effective Date and remain in force for an initial term of three (3) years, unless terminated by COUNTY pursuant to Article 9.

B. COUNTY reserves the right to extend the initial term of three (3) years for one (1) additional two-year term.

**ARTICLE 4. COMPENSATION**

A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.

B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

**ARTICLE 5. INVOICES AND TIME OF PAYMENT**

A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.

B. COUNTY shall approve of all invoices prior to payment.

C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.

D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.

E. All costs of providing the Services shall be the responsibility of CONTRACTOR.

F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

**ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the

Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.

C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.

D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.

E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.

F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.

I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as

otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

**ARTICLE 7. RESPONSIBILITIES OF COUNTY**

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.

B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.

C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

**ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

**ARTICLE 9. TERMINATION OF AGREEMENT**

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this

Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
b. Failure to perform the Services within the time specified in this Agreement; or
c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

a. Stop the Services on the date and to the extent specified;
b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

## ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the Services on an as-needed basis; and

D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

## ARTICLE 11. DISPUTE RESOLUTION

A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.

B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

## ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

## ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

## ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in

accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

**ARTICLE 15. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY'S custodian of public records, provide COUNTY 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

**Phone: 941.742.5845**
**Email:** Debbie.Scaccianoce@mymanatee.org

**Mail or hand delivery:**
**Attn: Records Manager**
**1112 Manatee Avenue West**
**Bradenton, FL 34205**

**ARTICLE 16. INDEMNIFICATION**

A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid

claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

## ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

## ARTICLE 18. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

## ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is

necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

**ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**ARTICLE 22. KEY PERSONNEL**

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Tom Hendon, CEO

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

**ARTICLE 23. SUB-CONTRACTORS**

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

**ARTICLE 24. LIABILITY FOR NEGLIGENCE.**

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

## ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Property Management Department
Attn: Maintenance Coordinator
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: (941) 748-4501
Email: tom.roberts@mymanatee.org

To CONTRACTOR: C & D Industrial Maintenance, LLC
Attn: Brian Brown
2208 58th Avenue East
Bradenton, FL 34203
Phone: (941) 773-6072
Email: brian@cdindmaint.com

## ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

## ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

## ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

## ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

## ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

## ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

## ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

## ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

## ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

## ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

## ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

## ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

## ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

## ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

## ARTICLE 40. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**C & D INDUSTRIAL MAINTENANCE, LLC**

By: Tom Hendon

Printed Name: Tom Hendon

Title: CEO

Date: 4/6/23

**MANATEE COUNTY, a political subdivision of the State of Florida**

Jacob Erickson, MBA, CPPO, NIGP-CPP

Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP
Date: 2023.04.17 11:15:23 -04'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: April 17, 2023

## EXHIBIT A, SCOPE OF SERVICES

**EXHIBIT A, SCOPE OF SERVICES**
**AGREEMENT No. 23-R081262SB**

## 1.01 SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Overhead Garage Door Services that will meet the requirements of the Agreement. Overhead Garage Door Services will include but not limited to preventative maintenance, repair services, replacement, and installation of garage doors.

Contractor shall provide maintenance and repairs to existing County garage doors. Contractor shall provide all tools and equipment customary to the trade. Contractor is not expected to rent equipment in the normal course of service under this Agreement. During some services, the use of rented equipment, may be required. All rental equipment to perform services shall be at the Contractors cost, no markup allowed. Written or verbal approval from a County Contract Manager (CCM) or designated County employee is required prior to the use of rented equipment.

The County reserves the right to establish multiple Agreements. Agreement does not guarantee any quantity of service. The County reserves the right to add or remove services on all Agreements.

## 1.02 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

A. Ensure all service technicians are trained to perform maintenance and repairs as required by this Agreement.
B. Adhering to all services per State, County, local laws, ordinances, rules and regulations.
C. Reframe from walking beyond the designated limits of service area.
D. Keeping public areas free of waste materials.
E. All service personnel shall be in uniformed or with visible personal identification.
F. Immediately report all deficiencies found at a County facility to the designated contact person within the County, along with recommendations and cost estimates for repairing.
G. Upon notification of a need for repair services, Contractor shall prepare a quote for presentation to the designated County employee within 24 hours.
H. Upon notification for emergency repair services, Contractor shall complete temporary emergency repairs within 24 hours from time of notification. Then provide the County with a quote for permanent repairs or replacement.
I. No subcontract work allowed without prior written approval by the County.
J. All repairs shall be tested for proper operation prior to completion of project.
K. Manatee County Sheriff's Office (MSO) security-controlled locations may require background checks prior to performing any services. The locations are, but not limited to: DeSoto Center, Judicial Center and MSO Detention Center.

## 1.03 SERVICE REQUIREMENTS

Contractor services shall include but not be limited to:

A. All parts and materials used in the services shall be priced at the percent markup over cost per the fee schedule. Supporting documentation must be submitted along with the Contractor's invoice for payment for any markups.
B. Complete repair work within seven (7) calendar days after County's acceptance of the Quote, unless otherwise approved by the County.
C. Remove all rubbish from work site before leaving the premises.
D. Correct any damages to property that may have occurred, as a result of the services.
E. Remedy any deficiencies/incomplete service within 24 hours of notice by the County.
F. Notify the County when services are finished so the service can be inspected for proper operation.
G. Any service provided by the Contractor that is deemed unsatisfactory shall be corrected by the Contractor at no additional cost to the County.
H. County reserves the right to obtain service from an alternate Contractor, if current Contractor does not perform the required service within time frame provided.
I. Provide written service reports detailing all repairs or service done at the site, list of materials used, and man hours required to complete the services. The service reports shall include:
    i. Arrival and departure times of every person on the job.
    ii. Date(s) service is performed.
    iii. Location of service.
    iv. Type of service or repair performed.
J. Provide a listing of all equipment, parts, and materials approved and used.
K. Obtain a signature from the CCM or designated County employee on the service report.
L. Leave a hard copy of the service report with the CCM or designated County employee prior to leaving the site. The service report must be signed by the County CCM or designated County employee in order for payment to be processed.
M. Non-Emergency Maintenance:
    i. Contractor shall perform non-emergency maintenance during normal business hours, or as agreed to by Contractor and the County upon issuance of a release order by the County.
    ii. Normal business hours are Monday through Friday – 8:00 AM to 5:00 PM, excluding County Holidays.
N. Emergency Maintenance:
    i. Contractor shall perform emergency maintenance anytime outside of normal business hours.
    ii. Emergency services may also fall under normal business hours, but all work performed outside of the normal business hours timeframe, will be billed as emergency/overtime.
    iii. Emergency response time shall be within three (3) hours to the jobsite.

**1.04 INVOICE AND PAYMENTS**

Contractor invoices are required to match the service reports performed for the specific services and are to include the following:

A. Blanket purchase order number and release order number.
B. Hours on site only.
C. Match the times and rates on the corresponding service reports.

D. Parts cost: Parts and materials will be reimbursed at the percentage mark-up over cost as per the fee schedule. A copy of the Contractor's material invoices, or other supporting documents approved by the County, must be submitted with the invoice for verification purposes.
E. If rental tools or equipment are required, these items will not be allowed a percent markup but shall be itemized to the County separately at the Contractor's cost. A copy of the rental cost invoice will be required with the invoice for verification purposes.
F. Invoices must be itemized.
G. Do not charge for "Miscellaneous" supplies or parts.
H. Do not charge for travel time, mileage, fuel surcharges, or any other charges unless specifically authorized in this Agreement.
I. Send invoices via mail or email to both:
    i. To CCM or designated County employee
    ii. Manatee County Clerk of the Circuit Court
    PO Box 1000
    Bradenton, FL 34206-1000
    Or email invoice to: Invoice@manateeclerk.com

**1.05 ACCESSIBILITY**

Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

**END EXHIBIT A**

**EXHIBIT B, FEE RATE SCHEDULE**

**1. FEES**

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B**.

[Remainder of page intentionally left blank]

**EXHIBIT B, FEE RATE SCHEDULE**
**AGREEMENT No. 23-R081262SB**
**OVERHEAD GARAGE DOOR SERVICES**

| Item # | Decription | Estimate Annual Quantity | Unit of Measure | C & D Industrial Maintenance, LLC |
|---|---|---|---|---|
| 1 | Labor rate per hour for regular maintenance services and repairs - per person.<br>**(Normal Business Hours, Monday-Friday, 8:00AM -5:00PM, excluding County Holidays)**<br>**(Some emergencies might fall under normal business hours)**<br>**(On site time only, travel charges will not be accepted)** | 100 | HOUR | **$125.00** |
| 2 | Labor rate per hour for Emergency/Overtime services - per person.<br>**(Hours other than Monday-Friday, 8-5)**<br>**(On site time only, travel charges will not be accepted)** | 50 | HOUR | **$187.50** |
| 3 | Call out charge for emergeny response<br>**(If applicable)** | 10 | EACH | **$0.00** |
| 4 | Contractor percent markup on cost for parts and materials.<br>**(Supporting documentation is required when submitting invoices)** | | | **20% Markup** |

**Material costs for parts, consumables and shop supplies (all itemized parts in excess of $25.00 must have OEM, supply house or published price list supporting documentation provided with invoices for payment).**

**EXHIBIT C, AFFIDAVIT OF NO CONFLICT**

STATE OF Florida
COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Tom Hendon, as [INSERT TITLE] CEO of [INSERT CONTRACTOR NAME] C&D Industrial Maintenance LLC, (hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 23-R081262SB for Overhead Garage Door Services

DATED this 6 day of April, 20 23.

Tom Hendon
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 7 day of April, 2023, by [NAME] Thomas L. Hendon, as [TITLE] Chief Executive Officer of [CONTRACTOR] C&D Industrial Maintenance LLC. He / She is personally known to me ~~or has produced~~ [TYPE OF IDENTIFICATION] as identification.

Krystel Argo
Notary Signature
Commission No. HH158770

KRYSTEL ARGO
MY COMMISSION EXPIRES JUL 29, 2025
#HH158770
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

**EXHIBIT D, INSURANCE REQUIREMENTS**

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ ***Automobile Liability Insurance Required Limits***

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

☒ ***Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)***

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $1,000,000 Single Limit Per Occurrence
- $2,000,000 Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury Liability
- $50,000 Fire Damage Liability
- $10,000 Medical Expense, and
- $1,000,000, Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

*This policy shall contain severability of interests' provisions.*

☒ ***Employer's Liability Insurance***

Coverage limits of not less than:

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

☒ ***Worker's Compensation Insurance***

☐ **US Longshoremen & Harbor Workers Act**
☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a 'smooth' limit.
- $ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- $ General Aggregate

☐ **Installation Floater Insurance**
When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Security Breach Liability
- $ Security Breach Expense Each Occurrence
- $ Security Breach Expense Aggregate
- $ Replacement or Restoration of Electronic Data
- $ Extortion Threats
- $ Business Income and Extra Expense
- $ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**
Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then

coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ ***Pollution Liability***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Asbestos Liability (If handling within scope of Contract)***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Disposal***
When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**
CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
- $10,000 Medical Expense, and
- $ Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

☐ **Other [Specify]**

***REQUIRED BONDS***

☐ **Bid Bond**
A Bid Bond in the amount of $_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of $_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**
A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the

award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

## *I. INSURANCE REQUIREMENTS*

**THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

**Commercial General Liability and Automobile Liability Coverages**

a. **"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

   In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

**Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

## *II. General Insurance Provisions Applicable To All Policies:*

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a

Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**
**Attn: Risk Management Division**
**1112 Manatee Avenue West, Suite 969**
**Bradenton, FL 34205**

c. The project's solicitation number and title shall be listed on each certificate.

d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.

h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.

j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.

k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

***III. BONDING REQUIREMENTS***

**Bid Bond/Certified Check.** By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award**. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including **informal** pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. **The** attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award**.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

***CONTRACTOR'S INSURANCE STATEMENT***

**THE UNDERSIGNED** has read and understands the aforementioned insurance requirements of this Agreement and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Date: 4/6/23

Contractor's Name: C&D Industrial Maintenance LLC

Authorized Signature: Tom Hendon

Printed Name/Title: Tom Hendon CEO

Insurance Agency: The Fessler Agency, Inc.

Agent Name: Tereasa Miller <tmiller@fessleragency.com>

Agent Phone: 727.451.1397

***Please return this completed and signed statement with your agreement.***

**AGENDA ITEM NO. 7.a**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | May 8, 2024 |
| **SUBMITTED BY:** | Jamie Schindewolf, Planning & Community Development |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS |
| **SUBJECT:** | **Quasi-Judicial:** ORDINANCE 4039 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 9.6 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; 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 May 22, 2024. |

**Is this item Quasi-Judicial?**
Yes

**Does this item require a public hearing?**
No

**EXPLANATION:**
This is the first reading of Ordinance 4039, a rezoning request from UV (Urban Village) to R-4 (Mobile Home). Please see the staff report for a more detailed explanation.

**FINANCIAL IMPACT:**
N/A

**ATTORNEY REVIEW/RECOMMENDATION:**
Reviewed by City Attorney Scott Rudacille.

**SUGGESTED MOTION:**
No action is needed at first reading. The second reading along with the public hearing are scheduled for May 22, 2024.

**ATTACHMENTS:**
Ordinance 4039
Staff Report
Zoning Atlas Amendment Application

# ORDINANCE NO. 4039

**AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 9.6 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; 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**, Bradenton Tropical Palms Inc., (the "Property Owner" or "Applicant") owns the properties described in Exhibit "A", attached hereto (collectively, the "Property"); and

**WHEREAS**, Vanguard Management Group, agent for the Applicant, submitted a Zoning Atlas Amendment application to rezone the Property, consisting of approximately 9.6 acres, from UV (Urban Village) to R-4 (Mobile Home) (the "Amendment"); 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 April 17, 2024 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; and

**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 May 22, 2024, after proper notice, and finding the proposed Amendment 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 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 Bradenton 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 UV, Urban Village, to R-4, Mobile Home.

3. 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.

4. This Ordinance 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 22nd DAY OF MAY, 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:

_____

Scott Rudacille
CITY ATTORNEY

| | |
|---|---|
| Planning Commission | April 17, 2024 |
| City Council 1st Reading | May 8, 2024 |
| City Council 2nd Reading and Public Hearing | May 22, 2024 |
| | |
| Local Planning Agency ad published | April 5, 2024 |
| City Council hearing ad published | TBD |

# EXHIBIT A

## LEGAL DESCRIPTION PENDING.

City of Bradenton
Planning and Community Development Department
City Council
May 8, 2024 (First Reading); May 22, 2024 (Second Reading)

# Staff Report

| | |
|---|---|
| Case Number: | LU.24.0877 |
| Applicant: | Vanguard Management Group, agent for Bradenton Tropical Palms |
| Address: | 2310 14th Street West |
| Parcel ID: | 4456400219 |
| Current Zoning: | UV (Urban Village) |
| Requested Zoning: | R-4 (Mobile Home) |
| Future Land Use: | UV (Urban Village) |
| Flood Zone: | AE |

Surrounding Property Zoning:

| | |
|---|---|
| Current Zoning: | North: T4-O<br>South: Manatee County<br>East: T4-O<br>West: R-4 |
| Future Land Use: | North/East: UV<br>West: RESHIGH<br>South: Manatee County |

Vanguard Management Group, agent for Bradenton Tropical Palms, has submitted an application for a Zoning Atlas Amendment to rezone parcels from UV (Urban Village) to R-4 (Mobile Home). The parcels have an underlying Future Land Use designation of UV (Urban Village).

The subject properties are currently mobile homes and community spaces such as a pool and a parking lot. The following map shows the area that is subject to the request. The applicant is making this request because the setbacks and other dimensional requirements are generally not possible to follow as owners replace units. Some have gone through the variance process and been approved, but this is a costly and time-consuming process.

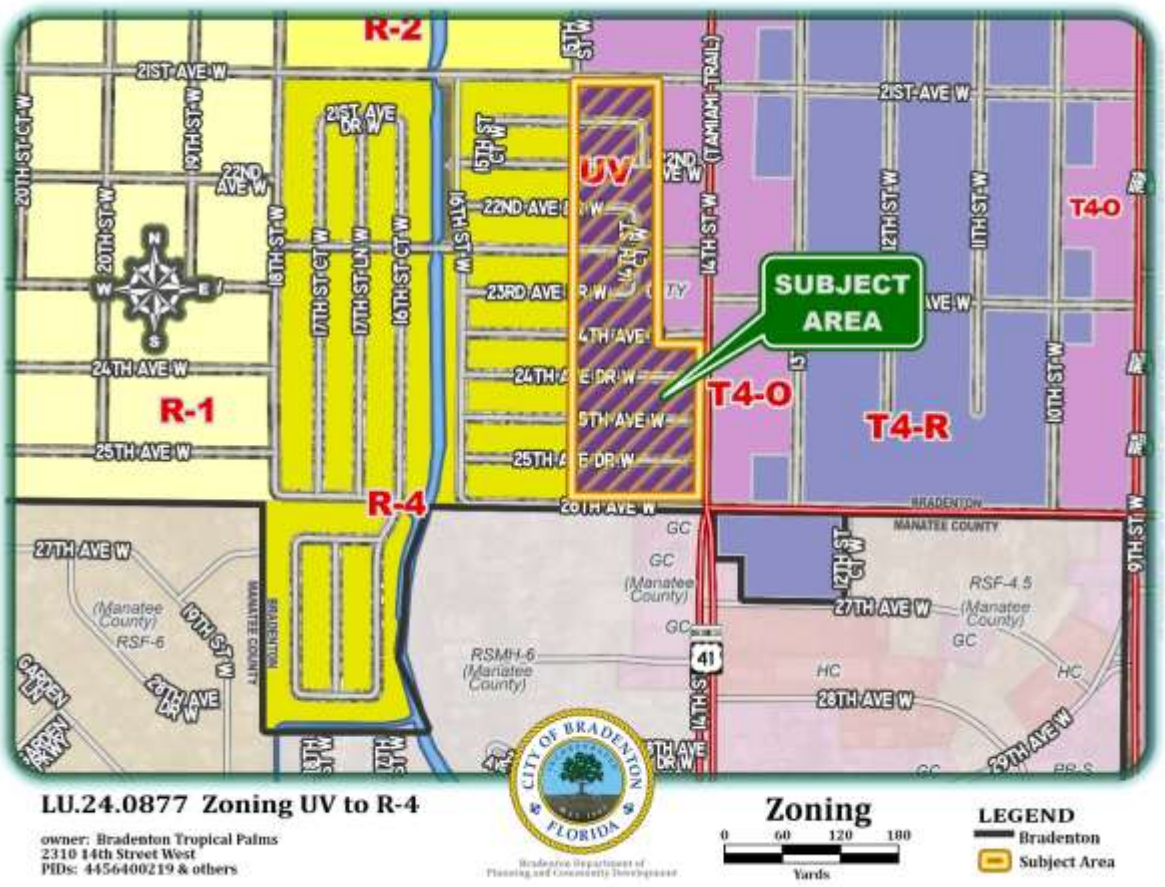



*Figure 1. Rezone Request from UV to R-4*

The above map shows the area that is subject to the request for a rezoning from UV to R-4. The following describes the characteristics of each district from the Land Use Regulations:

> R-4 Mobile Home. This district is designed to provide for new mobile home developments and the redevelopment of existing mobile home parks.
>
> UV/Urban Village. This district is designed to facilitate continued use of already developed high density residential development and to provide for a compact, mixed-use, center of activity with neighborhood and community serving uses at a pedestrian scale and character.

## UV – Urban Village *(Future Land Use Classification):*

The Comprehensive Plan states:

The Urban Village includes areas near the fringe of the Urban Core and is anticipated to develop with the character, lifestyle, and friendliness of a village based on the concepts of new urbanism.

Permitted uses within the Urban Village encourage the development of a district with a distinct sense of place, walkable environment that supports and enhances abutting neighborhood areas. Desired uses in the Urban Village include: small lot single-family dwellings, multiple-family rowhouses and midrise housing types, flex houses, providing live-work opportunities, professional and medical offices, retail stores, artisanal uses, restaurants, personal services and professional services, civic and recreation uses, greenspace. Climate controlled storage facilities that are vertically mixed with other permitted uses can be considered with a special use permit if located on an arterial roadway; they are prohibited as a stand-alone use. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, outdoor storage, and drive thru's are prohibited. Outdoor storage is also prohibited.

**Land Use Regulations:**

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City. Staff response is in bold below each criterion.:

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.

**While other property zoned R-4 has RESHIGH future land use, R-4 is compatible with Urban Village future land use. Urban Village is a diverse future land use category that lists "small**

**lot single-family dwellings" as a desired use. Mobile Homes inherently fit this description.**

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

**The rezoning request will bring this section of Bradenton Tropical Palms into the same zoning category as the rest of the complex. There are no compatibility concerns with extending the R-4 district.**

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.

**The rezoning request does not increase the allowed density or intensity. These are governed by the underlying future land use.**

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.

**The rezoning request represents an expansion of an existing district and restricts the uses that are allowable from a range of residential and commercial to single family homes and supporting uses (e.g. cultural facilities).**

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs.

**The rezoning request meets the intent of the Land Use Regulations which, in zone R-4, is to provide for new mobile home developments and the redevelopment of existing mobile home parks.**

**Surrounding Environment/Properties:**

The neighborhood consists of the Bradenton Tropical Palms community, single family homes to the west, other mobile homes to the south, and commercial uses across Tamiami Trail.

**Summary and Recommendation:**

It appears that the proposed rezoning request meets the intent of the Land Use Regulations and the Comprehensive Plan and will bring the area into conformance with the other parts of the Bradenton Tropical Palms Community.

Staff recommends **approval** of the rezoning request from UV to R-4.

On April 17, 2024, Planning Commission voted unanimously to recommend **approval** of the request.

Respectfully submitted,



Jamie Schindewolf
Senior Planner

**Exhibits:**

Exhibit A: Location Map

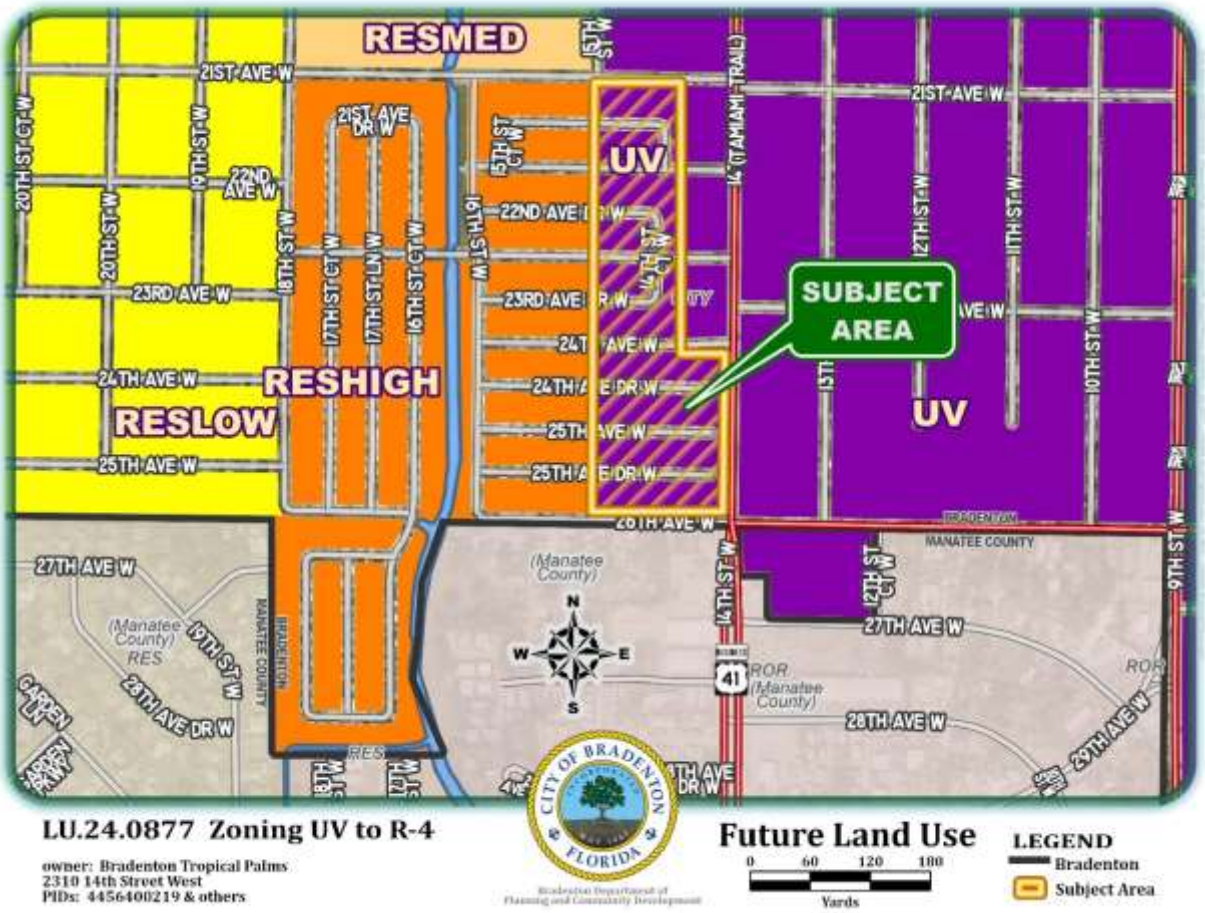
Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

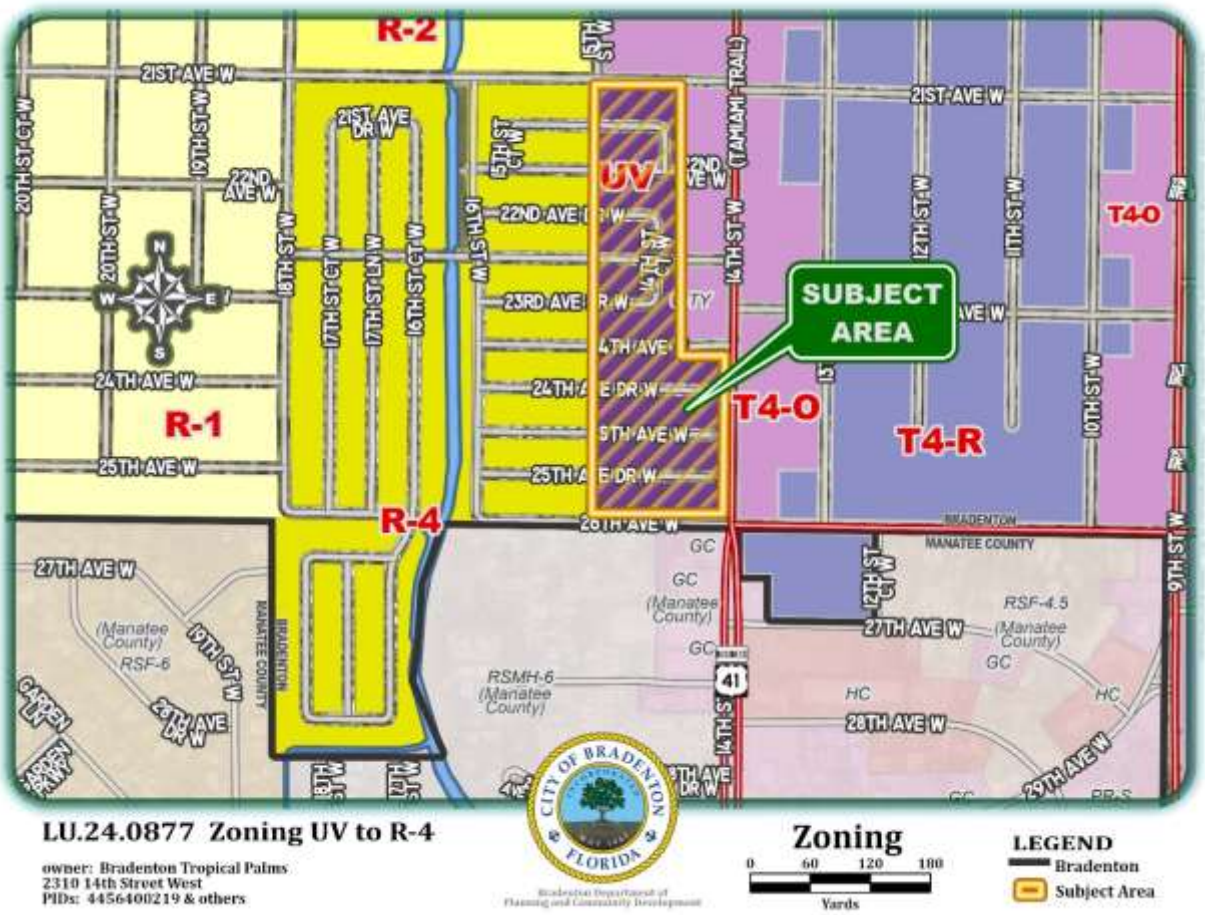
# Exhibit A
# Location Map



**Exhibit B**
**Future Land Use Map**



# Exhibit C
# Zoning Map



# Zoning Atlas Amendment 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: Bradenton Tropical Palms

Owner Address: 2310 14 St. W Telephone: 941-748-7423

Name of Agent: Vanguard Management Prop

Agent Address: 10500 University Center Dr. suite 190 Telephone: 813-930-8036

Owner/Agent Email: btpmanager@vanguardmanagementgroup.com

**PROPERTY INFORMATION** (REQUIRED)

Property Address: same as above

Parcel ID: 4456400219 Acreage: 35.2070 or 44 acres total

Current Use of Property: 900006704895311900 lessors of other Real Estate Property

Proposed Use of Property: SAME AS Above

Current Zoning: UV Proposed Zoning: R-4

*click to view Zoning map *click to view Zoning map

**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.* Include one (1) electronic copy (pdf) of Application and all support materials.

- ▶ Zoning Atlas Amendment Application
- ▶ Application Fee: $5,520 ($4,000 if advertised concurrently with a FLUM Amendment)
- ▶ Notarized Property Disclosure of Interest Affidavit (see page 2 for Property Disclosure of Interest Affidavit)
- ▶ Letter of Request
- ▶ Notarized Agent Authorization Form, if applicable
- ▶ Findings of Fact/Review Criteria (see page 3 for Zoning Atlas Amendment Review Criteria)
- ▶ Ten(10) copies of Conceptual Plans of Proposed Development, if applicable
- ▶ Legal Description of Property

**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 10-30-2023 Date

RECEIVED
MAR 7 2024
CITY OF BRADENTON
PLANNING DEPT.

**CITY STAFF ONLY**

Application Fees:
Fee Required: **$5,520**
**$4,000** (if submitted with FLUM Amendment)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

**APPLICATION #:** 240877

**CITY STAFF ONLY**

**REVIEW DATES – TO BE COMPLETED BY CITY STAFF**

1ST CC READ: _____ 2ND CC READ: _____

PC: _____

DRC: _____

# Zoning Atlas Amendment Application

**Department of Planning & Community Development**
**101 Old Main Street, Bradenton, FL 34205**
**Ph: (941) 932-9400**
**www.cityofbradenton.com**

bradenton
The Friendly City

**DISCLOSURE AFFIDAVIT** — **REQUIRED**

The City of Bradenton Land Use Regulations adopted as Ordinance No. 2627, and amended under Ordinance No. 2926 requires that all applications for Land Use Atlas Amendments shall include public disclosure of applicants and their percentage of interest.

If the subject property is owned by:

A CORPORATION, list the principal officers, principal stockholders, and the percentage of stock owned by each; or

A TRUSTEE, list the beneficiaries of the trust with percentage of interest; or

A PARTNERSHIP or LIMITED PARTNERSHIP, list the name of the principals including general and limited partners; and

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, trust, or partnership. This is in addition to the list of owners.

NOTE: 1) *Changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental Disclosure of Interest shall be filed. 2) Disclosure shall not be required of any entity whose interests is solely equity interest which are traded on an established securities market in the United States or another country.*

| NAME, ADDRESS, TITLE | PERCENTAGE INTEREST, STOCK, OR OWNERSHIP |
|---|---|
| George Long, President BTP (owner ___ contract purchaser ___) | |
| Arlis MacCallum, Vice President BTP (owner ___ contract purchaser ___) | |
| Diane Geoffroy, Treasurer BTP (owner ___ contract purchaser ___) | |

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: Diane L Geoffroy Treasurer BTP (Applicant): Diane L. Geoffroy

**NOTARY** — **REQUIRED**

**STATE OF FLORIDA**
**COUNTY OF** Manatee

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 7th day of March, 20 24, by Diane Geoffroy, who is personally known to me or who has produced _____ as identification.

_____
Signature

Maria A. Otero, Notary Public
Print Name

**MARIA A. OTERO**
**Notary Public**
**State of Florida**
**Comm# HH289616**
**Expires 7/19/2026**

State of Florida – My Commission Expires: 07/19/2026

# Zoning Atlas Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

AMENDMENT REVIEW CRITERIA

REQUIRED

An amendment to the Land Use Regulations Zoning Map may be requested by a property owner or owners.

**LAND USE REGULATION ZONING MAP AMENDMENT REVIEW CRITERIA**

**Prepare detailed written responses, using factual statements to explain how the requested Land Use Regulation Zoning Map Amendment complies with the following criteria**

A. *Consistency with Comprehensive Plan*

*All Land Use Regulation Zoning 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 Regulation Zoning District assigned shall be consistent with the land use category of the Future Land Use Map.*

Policy 1.3.2

B. *Consistency with Land Use Regulations*
*Land Use Atlas District designations shall be consistent with the purpose and intent of the Land Use Regulations.*

C. *Land Use Compatibility*
*The assigning of Land Use Regulation Zoning Districts shall promote the compatibility of adjacent land uses.*

D. *Provision of Adequate Public Facilities*
*The assigning of Land Use Regulation Zoning 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 Land Use Regulations Section 4.1.1.5 shall be considered in assigning Land Use Regulation Zoning Districts and there shall be reasonable assurance that the demand for services allowed in the proposed Land Use Regulation Zoning District can be met.*

E. *Public Interest*
*Land Use Regulation Zoning District designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.*

AMENDMENT PROCEDURES

**LAND USE REGULATIONS ZONING MAP AMENDMENT REVIEW PROCEDURE**

1. The Planning Commission shall review the proposed Land Use Regulation Zoning Map Amendment using the criteria listed above, shall hold a public hearing after due public notice, and shall make a written recommendation to the City Council. The recommendation shall be approval or denial of the requested Land Use Regulations Zoning Map Amendment. The reccomendation shall be based on competent substantial evidence.

2. The City Council shall hold two public hearings on the proposed ordinance for a Land Use Regulations Zoning Map Amendment, and the Planning Commission recommendation shall be read into the record. At the seconding hearing, City Council action shall be to approve the amendment to the Land Use Zoning Map as proposed by the applicant, or approve an amendment to another Land Use Zoning Map designation deemed more appropriate than the one applied for, or deny the request.

# 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

AGENT AUTHORIZATION — REQUIRED

Property Address: 2310 14th St. W

I, Managing Agent Vanguard Management Group, the registered property owner(s) of the above noted property, do hereby authorize

Meshell R LaVergne — Vanguard Management Group
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.

X _____
Signature of Owner(s) — Owner(s) Address (if different than property above)

Meshell LaVergne — 5500 University Center Dr. Suite 90
Signature of Agent — Agent Address and Phone

NOTARY — REQUIRED

**STATE OF FLORIDA, MANATEE COUNTY**

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 7th day of March, ~~produced~~ who is personally known to me respectively, as identification and who did (did not) take an oath:

_____
Signature

Maria A. Otero, Notary Public
Print Name

State of Florida
My Commission Expires: 07/19/2026

MARIA A. OTERO
Notary Public
State of Florida
Comm# HH289616
Expires 7/19/2026

RECEIVED
By Monica Friedl at 12:50 pm, Mar 13, 2024

## BRADENTON TROPICAL PALMS

## ZONING ATLAS AMEMDMENT APPLICATION - PAGE 3

An amendment to the Land Use Regulations Zoning Map may be requested by a property owner or owners.

LAND USE REGULATION ZONING MAP AMENDMENT REVIEW CRITERIA
Prepare detailed written responses, using factual statements to explain how the requested Land Use Regulation Zoning Map Amendment complies with the following criteria - Policy 1.3.2

***A. Consistency with Comprehensive Plan***

*All Land Use Regulation Zoning 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 Regulation Zoning District assigned shall be consistent with the land use category of the Future Land Use Map.*

Bradenton Tropical Palms (BTP) is a 55+ gated mobile home, non-profit cooperative community. In 2008, a portion of land within the gated community was re-zoned from R-4 to UV. Bradenton Tropical Palms is requesting that the portion of the gated community that was zoned UV be reversed and re-zoned back to its original zoning of R-4. The UV zoning is not consistent with the land use and setback requirements of the rest of the gated community. The entire Bradenton Tropical Palms community is a community of mobile homes. The property lines for each lot withing the community are geared to accommodate, for the majority of the park, maximum 40 ft long mobile homes. The setback requirements in the UV zone are twice the amount compare to those in the R-4 zone creating a discrepancy and inconsistency with the other mobile home parks in the vicinity and with the remainder of the mobile homes within the BTP gated community.

Buyers of vacant lots within the UV zoned area cannot install a new mobile home on the lot unless they apply for a variance due to the longer setback requirements in the UV zone. This impacts the ability of the BTP Cooperative to attract new residents to the park, which in turn impacts the profitability of businesses in the surrounding areas and downtown core, given the close proximity of the BTP mobile home community to the downtown area. There would also be a detrimental impact on the infrastructure of the park. Water and sewer, road maintenance, road lighting and lighting to common areas within the gated community are supplied to each lot by the Cooperative and included as part of monthly assessment (HOA) fees. Additionally, the BTP Cooperative is responsible for the service and maintenance of underground water and electrical lines and for all common areas throughout the entire gated community, including those in the UV zone.

The Bradenton Tropical Palms mobile home park also has linkages as a historical site. In 2023, the Kiwanis Club of Bradenton erected a historical marker on 14th Street West, in front of the Bradenton Tropical Palms community building (see below), to commemorate their 100th anniversary and the founding of the Kiwanis Trailer Park in 1936 on the site now known as Bradenton Tropical Palms. In 1997, the residents formed a cooperative and purchased the park from the Kiwanis club and changed the name to Bradenton Tropical Palms.

### Kiwanis Club Historical Marker

To commemorate their 100th anniversary last year and the founding of our park in 1936, the Kiwanis Club of Bradenton commissioned an historical marker to be placed in front of our park.

**Bradenton Kiwanis Club**




The Bradenton Kiwanis Club was originally chartered on August 22, 1922 as the Manatee River Kiwanis Club. Later the name of the club was changed to Kiwanis Club of Bradenton. Founding members, Robert M. Beall, Whitney Curry, John T. Campbell, Dewey A. Dye, Everett Patrick Green, Sr., John Pope Harllee, William Thomas Harrison, James A. Howze, W. L. Kimball, W. P. Kirby, W. V. Lathrop, William A. Manning, Elon Rood, G. P. Smythe and M. O. Thomas first met in June 1922 to organize the club. On Tuesday, September 5, 1922, at noon, the first Manatee River Kiwanis Club luncheon meeting was held in the dining room of the Juplinor Hotel located at 435 12th Street West, Bradentown. Over time, the club met in a variety of locations until 1953 when it moved into the Kiwanis Hall on the corner of 14th Street 21st Avenue west until 2013, when it moved to Manatee Performing Arts Center.

**Kiwanis Trailer Park**




In 1936, under the leadership of Dan Blalock, Sr., the Bradenton Kiwanis Club constructed this trailer park to attract winter visitors Bradenton Welcoming winter visitors to Bradenton and providing a place for those with travel trailers to stay for $1.50 a week. This created a source of revenue to the club for community projects and promoted local business. By 1950, 1190 lots filled the grounds and became the largest trailer park in the world. By 1966, the club decided to reduce the number of spaces making individual lots larger and creating sites for mobile homes. The Club continued to use profits to fund community service and capital improvement projects throughout the Bradenton and Manatee County, investing millions of dollars into local activities and organizations. The Club sold the park to residents in 1996 and established the Bradenton Kiwanis Foundation to continue its work in the community.

***B. Consistency with Land Use Regulations***

*Land Use Atlas District designations shall be consistent with the purpose and intent of the Land Use Regulations.*

The current UV zone is presently inconsistent with the zoning and land use of the surrounding properties within the rest of the gated community and also with the neighboring mobile home community. The ability of the Cooperative to provide and maintain infrastructure (i.e. water, sewer, electricity, road maintenance...etc.) in the UV zone would be inadequate and could not support a larger density of population.

***C. Land Use Compatibility***

*The assigning of Land Use Regulation Zoning Districts shall promote the compatibility of adjacent land uses.*

The current UV zone sits within a gated community that is zoned R-4. The UV section within the community is not consistent with the nature and use of the adjacent properties. Bradenton Tropical Palms is requesting that the UV zone be reverted back to its R-4 zoning code to ensure consistency with the other properties within the gated community.

***D. Provision of Adequate Public Facilities***

*The assigning of Land Use Regulation Zoning 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 Land Use Regulations Section 4.1.1.5 shall be considered in assigning Land Use Regulation Zoning Districts and there shall be reasonable assurance that the demand for services allowed in the proposed Land Use Regulation Zoning District can be met.*

The request to have the current UV zone reversed and re-zoned to its original zoning of R-4 will have little to no impact on current existing public facilities. All main services such as water, sewer, road maintenance and electricity to common areas withing the zone are supplies by the Cooperative. Shareholders/Renters of the Cooperative pay for these services via monthly assessments (HOA) fees.

***E. Public Interest***

*Land Use Regulation Zoning District designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.*

The request to have the current UV zone reversed and re-zoned to its original zoning of R-4 will not conflict with public interest. The UV zoned area sits within the BTP gated community therefore it promotes public health, safety and welfare of the residents within that area.

BRADENTON BTP TROPICAL PALMS
2310 14th Street West, Bradenton, Florida 34205
Phone: (941) 748-7423 • Fax: (941) 747-0581

March 7, 2024

City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, Florida, 34205

**RE: Land Use Regulation Zoning Map Amendment Review - Bradenton Tropical Palms**

Dear Sir/Madam;

Bradenton Tropical Palms (BTP) is a 55+ gated mobile home community located at 2310 14th Street West, in Bradenton. Our community consists of just under 500 mobile homes and had always been zoned as R-4. For some reason, back in 2008, a small portion of our gated community facing 14th Street West was re-zoned to UV (please see attached map).

The Management and Board of Directors were only recently aware that a zoning change had taken place when they had submitted an application to have a mobile home installed on a vacant lot that had been re-zoned UV.

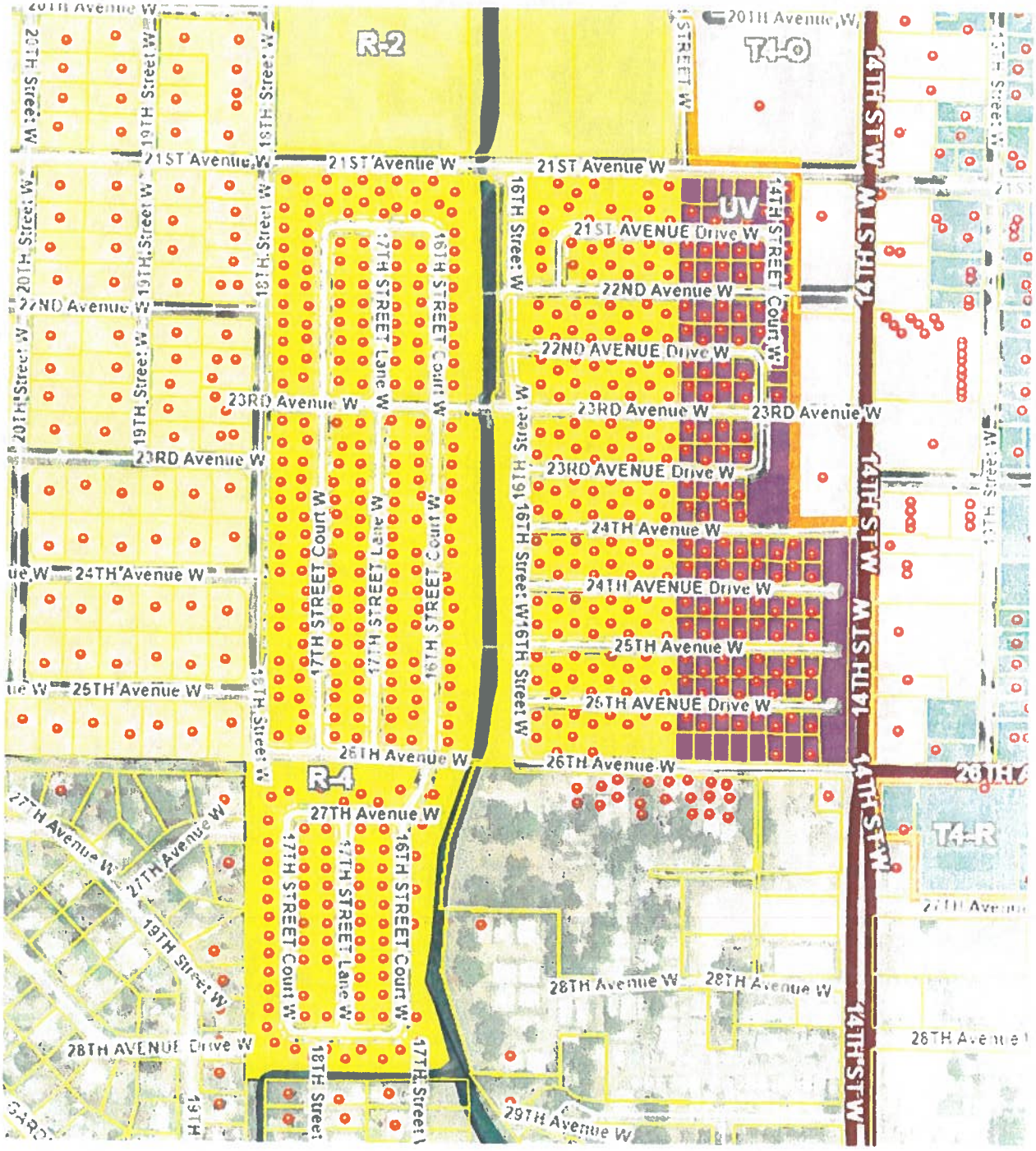
The portion of our gated community that is zoned UV is inconsistent with the R-4 zoning of the rest of our community. Additionally, the UV zoned area has a greater setback requirement than the rest of the properties in the R-4 zoned area of our community. This zoning change has resulted in detrimental impacts on the current owners of the properties located in the UV zone (i.e., in their ability to sell, make changes and/or install new mobile homes on their properties), and it also impacts new buyers looking to purchase vacant lots and install new mobile homes in the UV zone of the community.

Given the fact that this community is surrounded by gates and the size of the properties and homes within these gates is consistent in its nature, look and use, BTP is respectfully requesting that the UV zoned section of the park be re-zoned back to its original R-4 zoning code.

Thank you for your consideration of our request.

JBrunette-Guay

Julie Brunette-Guay
Secretary, Board of Directors, Bradenton Tropical Palms




Ledger

Purple UV = (Requesting to make R-4)

BRADENTON
BTP
TROPICAL PALMS

2310 14th Street West, Bradenton, Florida 34205
Phone: (941) 748-7423 • Fax: (941) 747-0581

Do you wish the area of BTP where you live to be rezoned from UV to R4? Check yes or no and sign your name.

| NAME | ADDRESS | SIGNATURE | YES OR NO | |
|---|---|---|---|---|
| Marcy A Keeler | 2207 14TH ST CT W | | YES___ | NO___ |
| Margaret MacDonald | 2201 14TH ST CT W | In Nursing Home - Canada | YES___ | NO___ |
| Robert Noel Joann Bomgren | 2203 14TH ST CT W | | YES✓ | NO___ |
| Daniel/Karen LeBlanc | 2304 14TH ST CT W | | YES✓ | NO___ |
| Joseph/Andrea Peterffy | 1406 21ST AVE DR W | | YES✓ | NO___ |
| Elizabeth Peterffy | 1408 21ST AVE DR W | | YES✓ | NO___ |
| Elizabeth Peterffy | 1410 21ST AVE DR W | | YES✓ | NO___ |
| Peter/Dianna Dion | 1412 21ST AVE DR W | | YES✓ | NO___ |
| Lanny/Lucilla Dobson | 1414 21ST AVE DR W | | YES✓ | NO___ |
| Keith Brindley | 1416 21ST AVE DR W | | YES✓ | NO___ |
| Stephen Miller<br>Stella | 1411 21ST AVE DR W | | YES___ | NO___ |
| Riccio/Clement&Kathleen | 1413 21ST AVE DR W | | YES✓ | NO___ |
| Patrick and Marjie Bublitz | 1415 21ST AVE DR W | | YES___ | NO___ |
| Lisa Cunningham<br>Barbara Lintott/ Robert Austen | 1417 21ST AVE DR W | | YES✓ | NO___ |
| | 1408 22nd AVE WEST | | YES✓ | NO___ |
| Richard/Kathleen Rudinsky | 1410 22nd AVE WEST | | YES✓ | NO___ |
| Andre/Louise Turbide | 1412 22nd AVE WEST | | YES✓ | NO___ |
| Mark/Wendie Marro<br>Connie J Ashford Trust James Spiess | 1414 22nd AVE WEST | | YES✓ | NO___ |
| Ernest E Miller Trust/Constance Casselton | 1416 22nd AVE WEST | | YES✓ | NO___ |
| | 1407 22nd AVE WEST | | YES✓ | NO___ |

BRADENTON BTP TROPICAL PALMS

2310 14th Street West, Bradenton, Florida 34205
Phone: (941) 748-7423 • Fax: (941) 747-0581

| NAME | ADDRESS | PARCEL ID |
|---|---|---|
| Marcy A Keeler | 2207 14TH ST CT W | 4456415159 |
| Margaret MacDonald | 2201 14TH ST CT W | 4456415001 |
| Robert Noel Joann Bomgren | 2203 14TH ST CT W | 4456415050 |
| Daniel/Karen LeBlanc | 2304 14TH ST CT W | 4456415209 |
| Joseph/Andrea Peterffy | 1406 21ST AVE DR W | 4456401407 |
| Elizabeth Peterffy | 1408 21ST AVE DR W | 4456401459 |
| Elizabeth Peterffy | 1410 21ST AVE DR W | 4456401459 |
| Peter/Dianna Dion | 1412 21ST AVE DR W | 4456401654 |
| Lanny/Lucilla Dobson | 1414 21ST AVE DR W | 4456401753 |
| Keith Brindley | 1416 21ST AVE DR W | 4456401852 |
| Stephen Miller | 1411 21ST AVE DR W | 4456401605 |
| Stella Riccio/Clement&Kathleen Smith | 1413 21ST AVE DR W | 4456401704 |
| Patrick and Marjie Bublitz | 1415 21ST AVE DR W | 4456401803 |
| Lisa Cunningham | 1417 21ST AVE DR W | 4456401902 |
| Barbara Lintott/ Robert Austen | 1408 22nd AVE WEST | 4456403007 |
| Richard/Kathleen Rudinsky | 1410 22nd AVE WEST | 4456403106 |
| Andre/Louise Turbide | 1412 22nd AVE WEST | 4456403205 |
| Mark/Wendie Marro | 1414 22nd AVE WEST | 4456403304 |
| Connie J Ashford Trust James Spiess | 1416 22nd AVE WEST | 4456403403 |
| Ernest E Miller Trust/Constance Casselton | 1407 22nd AVE WEST | 4456402959 |



1066

| NAME | ADDRESS | SIGNATURE | YES OR NO | |
|---|---|---|---|---|
| Michael/Kerry Alumbaugh The Estate of Elinore | 1409 22nd AVE WEST | | YES ✓ | NO ___ |
| Seymour Stephen Bass, Julie Hopp, | 1411 22nd AVE WEST | deceased | YES ___ | NO ___ |
| Mary Ann Hopp | 1413 22nd AVE WEST | Mary Ann Hopp | YES ✓ | NO ___ |
| Phillip Griggs | 1415 22nd AVE WEST | | YES ✓ | NO ___ |
| Jim/Sharon Westlake | 1417 22nd AVE WEST | | YES ✓ | NO ___ |
| Linda Lee Bergquist | 1408 22nd AVE DR W | | YES ✓ | NO ___ |
| Robert/Lesley Robson | 1410 22nd AVE DR W | | YES ✓ | NO ___ |
| Michael Maisonneuve Margaret Eller | 1416 22nd AVE DR W | | YES ✓ | NO ___ |
| Walter/Mary Jasniewski Donald Schoonmaker/ Eva | 1411 22nd AVE DR W | | YES ✓ | NO ___ |
| Stewart | 1413 22nd AVE DR W | | YES ✓ | NO ___ |
| Emma Krause/David Krause | 1410 23rd AVE WEST | | YES ✓ | NO ___ |
| Joe/Mary Sciortino Micheline | 1412 23rd AVE WEST | | YES ✓ | NO ___ |
| Brisebois/AndreFontaine Maryann Estock/Bernard | 1414 23rd AVE WEST | | YES ✓ | NO ___ |
| Strosser | 1416 23rd AVE WEST | | YES ___ | NO ___ |
| Julia Krause/Lynnette Krause | 1411 23rd AVE WEST | | YES ✓ | NO ___ |
| David Krause Julia Krause | 1413 23rd AVE WEST | | YES ✓ | NO ___ |
| Jacqueline Terry Louise St. Onge/Pierre | 1415 23rd AVE WEST | Jacqueline Terry | YES ✓ | NO ___ |
| Lacoursiere Stacey Dalton,Keith | 1417 23rd AVE WEST | | YES ✓ | NO ___ |
| McCaughna,Robert Lewis Micheline | 1412 23rd AVE DR W | | YES ✓ | NO ___ |
| Brisebois/AndreFontaine | 1414 23rd AVE DR W | | YES ✓ | NO ___ |
| PRC new build | 1416 23rd AVE DR W | | YES ___ | NO ___ |
| Elaine Bobbit/William Scott Teresa Richards/Robert | 1411 23rd AVE DR W | | YES ___ | NO ___ |
| Richards Kenneth Martin/Marilyn | 1413 23rd AVE DR W | | YES ✓ | NO ___ |
| Martin Kenneth Matice/Margarita | 1415 23rd AVE DR W | | YES ✓ | NO ___ |
| Matice | 1417 23rd AVE DR W | | YES ✓ | NO ___ |
| Rose Marie/Diane Robichaud | 1410 24th AVE WEST | | YES ✓ | NO ___ |

| NAME | ADDRESS | Parcel ID |
|---|---|---|
| Michael/Kerry Alumbaugh | 1409 22nd AVE WEST | 4456403056 |
| The Estate of Elinore Seymour Stephen Bass, Julie Hopp, Mary Ann Hopp | 1411 22nd AVE WEST | 4456403155 |
| | 1413 22nd AVE WEST | 4456403254 |
| Phillip Griggs | 1415 22nd AVE WEST | 4456403353 |
| Jim/Sharon Westlake | 1417 22nd AVE WEST | 4456403452 |
| Linda Lee Bergquist | 1408 22nd AVE DR W | 4456404203 |
| Robert/Lesley Robson Michael Maisonneuve | 1410 22nd AVE DR W | 4456404252 |
| Margaret Eller | 1416 22nd AVE DR W | 4456404559 |
| Walter/Mary Jasniewski Donald Schoonmaker | 1411 22nd AVE DR W | 4456404302 |
| Eva Stewart | 1413 22nd AVE DR W | 4456404401 |
| Emma Krause/David Krause | 1410 23rd AVE WEST | 4456405457 |
| Joe/Mary Sciortino Micheline Brisebois | 1412 23rd AVE WEST | 4456405556 |
| Andre Fontaine Maryann Estock | 1414 23rd AVE WEST | * |
| Bernard Strosser | 1416 23rd AVE WEST | 4456405754 |
| Julia Krause/Lynnette Krause | 1411 23rd AVE WEST | 4456405507 |
| David Krause Julia Krause | 1413 23rd AVE WEST | 4456405606 |
| Jacqueline Terry | 1415 23rd AVE WEST | 4456405705 |
| Louise St. Onge/Pierre Lacoursiere Stacey Dalton,Keith | 1417 23rd AVE WEST | 4456405804 |
| McCaughna,Robert Lewis Micheline | 1412 23rd AVE DR W | 4456406653 |
| Brisebois/AndreFontaine | 1414 23rd AVE DR W | 4456406752 |
| PRC new build | 1416 23rd AVE DR W | 4456406851 |
| Elaine Bobbit/William Scott | 1411 23rd AVE DR W | 4456406604 |
| Teresa Richards/Robert Richards | 1413 23rd AVE DR W | 4456406703 |
| Kenneth Martin/Marilyn Martin | 1415 23rd AVE DR W | 4456406802 |
| Kenneth Matice/Margarita Matice | 1417 23rd AVE DR W | 4456406901 |
| Rose Marie/Diane Robichaud | 1410 24th AVE WEST | 4456407859 |

2066

| NAME | ADDRESS | SIGNATURE | YES OR NO |
|---|---|---|---|
| Donald/Diane Kirk | 1414 24th AVE DRIVE WEST | | YES___ NO___ |
| Lloyd/Jane Galbraith | 1416 24th AVE WEST | Jane Galbraith | YES X NO___ |
| JoAnn Erby | 1403 24th AVE WEST | | YES___ NO___ |
| Genie Polower | 1405 24th AVE WEST | | YES___ NO___ |
| MichaelWells | 1407 24th AVE WEST | Michael Wells | YES X NO___ |
| Rodney/Shaun Thornsberry | 1409 24th AVE WEST | | YES___ NO___ |
| John and Karen Simon | 1411 24th AVE WEST | Karen Simon | YES ✓ NO___ |
| Richard/Connie Fansler | 1413 24th AVE WEST | Richard D. Fansler | YES X NO___ |
| Daniel /Tamalya Burns | 1415 24th AVE WEST | DBBurns | YES ✓ NO___ |
| Raymond/Monique Richard | 1417 24th AVE WEST | Raymond Richard | YES ✓ NO___ |
| Robert Lyons | 1402 24th AVE DR W | Robert P. Lyons | YES ✓ NO___ |
| Loretta Machir<br>Ludean Blue | 1404 24th AVE DR W | deceased | YES___ NO___ |
| Gardner/Timothy James Blue | 1406 24th AVE DR W | | YES___ NO___ |
| Robert/Claudia Russell | 1410 24th AVE DR W | Claudia Russell | YES___ NO___ |
| Peter/Camille Moss | 1412 24th AVE DR W | Peter Moss | YES ✓ NO___ |
| PRC new build | 1414 24th AVE [redacted] W | | YES___ NO___ |
| Sharon Miller | 1416 24th AVE DR W | deceased | YES___ NO___ |
| Karla Meyers | 1405 24th AVE DR W | | YES___ NO___ |
| Rene Kean | 1411 24th AVE DR W | Rene' Kean | YES ✓ NO___ |
| Fred Keyes Sylvia Keyes | 1413 24th AVE DR W | Fred Keyes | YES ✓ NO___ |
| Paul/Katrina Pierce | 1402 25th AVE WEST | Katrina Pierce | YES ✓ NO___ |
| Edward & Ruth Mowinski | 1404 25th AVE WEST | Ruth Mowinski | YES ✓ NO___ |
| Tod/Melanie Karner | 1406 25th AVE WEST | Melanie Karner | YES ✓ NO___ |
| Ian/Ruth Proudfoot | 1408 25th AVE WEST | Ian Proudfoot | YES ✓ NO___ |
| Mary/Tom Cullen | 1410 25th AVE WEST | Tom Cullen | YES ✓ NO___ |
| John Lucado | 1412 25th AVE WEST | | YES___ NO___ |

| NAME | ADDRESS | PARCEL ID |
|---|---|---|
| Donald/Diane Kirk | 1414 24th AVE DRIVE WEST | 4456409558 |
| Lloyd/Jane Galbraith | 1416 24th AVE WEST | 4456408154 |
| JoAnn Erby | 1403 24th AVE WEST | 4456407651 |
| Genie Polower | 1405 24th AVE WEST | 4456407701 |
| MichaelWells | 1407 24th AVE WEST | 4456407750 |
| Rodney/Shaun Thornsberry | 1409 24th AVE WEST | 4456407800 |
| John and Karen Simon | 1411 24th AVE WEST | 4456407909 |
| Richard/Connie Fansler | 1413 24th AVE WEST | 4456408006 |
| Daniel /Tamalya Burns | 1415 24th AVE WEST | 4456408105 |
| Raymond/Monique Richard | 1417 24th AVE WEST | 4456408204 |
| Robert Lyons | 1402 24th AVE DR W | 4456408956 |
| Loretta Machir | 1404 24th AVE DR W | 4456409053 |
| Ludean Blue Gardner/Timothy James Blue | 1406 24th AVE DR W | 4456409152 |
| Robert/Claudia Russell | 1410 24th AVE DR W | 4456409350 |
| Peter/Camille Moss | 1412 24th AVE DR W | 4456409459 |
| PRC new build | 1414 24th AVE W | 4456408055 |
| Sharon Miller | 1416 24th AVE DR W | 4456409657 |
| Karla Meyers | 1405 24th AVE DR W | 4456409103 |
| Rene Kean | 1411 24th AVE DR W | 4456409400 |
| Fred Keyes Sylvia Keyes | 1413 24th AVE DR W | 4456409509 |
| Paul/Katrina Pierce | 1402 25th AVE WEST | 4456410457 |
| Edward & Ruth Mowinski | 1404 25th AVE WEST | 4456410556 |
| Tod/Melanie Karner | 1406 25th AVE WEST | 4456410655 |
| Ian/Ruth Proudfoot | 1408 25th AVE WEST | 4456410754 |
| Mary/Tom Cullen | 1410 25th AVE WEST | 4456410853 |
| John Lucado | 1412 25th AVE WEST | 4456410952 |

| NAME | ADDRESS | SIGNATURE | YES OR NO | |
|---|---|---|---|---|
| Duncan/Jacqueline Boucher | 1414 25th AVE WEST | Duncan Boucher | YES ✓ | NO ___ |
| Beth Bechler | 1416 25th AVE WEST | Beth Bechler | YES ✓ | NO ___ |
| Bruce Kitchen/Nancy Kitchen | 1403 25th AVE WEST | | YES ___ | NO ___ |
| Paul/Patricia Killen | 1409 25th AVE WEST | Paul Killen | YES ✓ | NO ___ |
| Robin Venedam | 1411 25th AVE WEST | Robin Venedam | YES ✓ | NO ___ |
| Mary Crannell | 1413 25th AVE WEST | Mary L. Crannell | YES ✓ | NO ___ |
| Daniel/Laurie Dwyer | 1415 25th AVE WEST | Laurie Dwyer | YES ✓ | NO ___ |
| Jeffrey/Debra Smail | 1417 25th AVE WEST | Debra Smail | YES ✓ | NO ___ |
| Karen Holm | 1402 25th AVE DR W | No mobile on this lot | YES ___ | NO ___ |
| Beverley/Harold Carmichael | 1408 25th AVE DR W | Harold Carmichael | YES ✓ | NO ___ |
| Keith/Marguerite Moore | 1410 25th AVE DR W | Keith Moore | YES ✓ | NO ___ |
| Scott, Mary Anderson | 1416 25th AVE DR W | Mary Anderson | YES ✓ | NO ___ |
| Edward/Betty Penny | 1405 25th AVE DR W | Betty | YES ✓ | NO ___ |
| JoAnn Erby | 1407 25th AVE DR W | | YES ___ | NO ___ |
| Elizabeth Dillon | 1409 25th AVE DR W | Beth Dillon | YES ✓ | NO ___ |
| Phillip /Linda Geimer | 1411 25th AVE DR W | Phillip Q Geimer | YES ✓ | NO ___ |
| David A. Packer Trust | 1413 25th AVE DR W | | YES ___ | NO ___ |
| Thomas Gault/Connie Schute | 1415 25th AVE DR W | Connie Schute | YES ✓ | NO ___ |
| Frankie Gillis | 1402 26th AVE West | | YES ___ | NO ___ |
| : Scott/Karen Stewart | 1414 23rd AVE W | Scott Stewart | YES ✓ | NO ___ |

| NAME | ADDRESS | SIGNATURE |
|---|---|---|
| Duncan/Jacqueline Boucher | 1414 25th AVE WEST | 4456411059 |
| Beth Bechler | 1416 25th AVE WEST | 4456411158 |
| Bruce Kitchen/Nancy Kitchen | 1403 25th AVE WEST | 4456410507 |
| Paul/Patricia Killen | 1409 25th AVE WEST | 4456410804 |
| Robin Venedam | 1411 25th AVE WEST | 4456410903 |
| Mary Crannell | 1413 25th AVE WEST | 4456411000 |
| Daniel/Laurie Dwyer | 1415 25th AVE WEST | 4456411109 |
| Jeffrey/Debra Smail | 1417 25th AVE WEST | 4456411208 |
| Karen Holm | 1402 25th AVE DR W | 4456411950 |
| Beverley/Harold Carmichael | 1408 25th AVE DR W | 4456412255 |
| Keith/Marguerite Moore | 1410 25th AVE DR W | 4456412354 |
| Scott, Mary Anderson | 1416 25th AVE DR W | 4456412651 |
| Edward/Betty Penny | 1405 25th AVE DR W | 4456412107 |
| JoAnn Erby | 1407 25th AVE DR W | 4456412206 |
| Elizabeth Dillon | 1409 25th AVE DR W | 4456412305 |
| Phillip /Linda Geimer | 1411 25th AVE DR W | 4456412404 |
| David A. Packer Trust | 1413 25th AVE DR W | 4456412503 |
| Thomas Gault/Connie Schute | 1415 25th AVE DR W | 4456412602 |
| Frankie Gillis | 1402 26th AVE West | 4456413451 |
| *Scott & Karen Stewart* | 1414 23rd AVE WEST | 4456405655 |

BRADENTON
BTP
TROPICAL PALMS

2310 14th Street West, Bradenton, Florida 34205
Phone: (941) 748-7423 • Fax: (941) 747-0581

| NAME | ADDRESS | SIGNATURE | YES OR NO |
|---|---|---|---|
| Bradenton Tropical Palms | 2107 14TH ST CT W | | YES ✓ NO |
| Bradenton Tropical Palms | 2205 14TH ST CT W | | YES ✓ NO |
| Bradenton Tropical Palms | 1407 21st AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1409 21st AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1411 21st AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1413 21st AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1415 21st AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1417 21st AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1409 21ST AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1406 22nd AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1412 22nd AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1414 22nd AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1415 22nd AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1417 22nd AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1412 24th AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1408 24th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1403 24th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1407 24th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1409 24th AVE DR W | | YES ✓ NO |

BRADENTON BTP TROPICAL PALMS
2310 14th Street West, Bradenton, Florida 34205
Phone: (941) 748-7423 ● Fax: (941) 747-0581

| Name | ADDRESS | Parcel ID |
|---|---|---|
| Bradenton Tropical Palms | 2107 14TH ST CT W | 4456414954 |
| Bradenton Tropical Palms | 2205 14TH ST CT W | 4456415100 |
| Bradenton Tropical Palms | 1407 21st AVE WEST | 4456400250 |
| Bradenton Tropical Palms | 1409 21st AVE WEST | 4456400300 |
| Bradenton Tropical Palms | 1411 21st AVE WEST | 4456400359 |
| Bradenton Tropical Palms | 1413 21st AVE WEST | 4456400409 |
| Bradenton Tropical Palms | 1415 21st AVE WEST | 4456400458 |
| Bradenton Tropical Palms | 1417 21st AVE WEST | 4456400508 |
| Bradenton Tropical Palms | 1409 21ST AVE DR W | 4456401506 |
| Bradenton Tropical Palms | 1406 22nd AVE WEST | 4456402900 |
| Bradenton Tropical Palms | 1412 22nd AVE DR W | 4456404351 |
| Bradenton Tropical Palms | 1414 22nd AVE DR W | 4456404450 |
| Bradenton Tropical Palms | 1415 22nd AVE DR W | 4456404500 |
| Bradenton Tropical Palms | 1417 22nd AVE DR W | 4456404609 |
| Bradenton Tropical Palms | 1412 24th AVE WEST | 4456407958 |
| Bradenton Tropical Palms | 1408 24th AVE DR W | 4456409251 |
| Bradenton Tropical Palms | 1403 24th AVE DR W | 4456409004 |
| Bradenton Tropical Palms | 1407 24th AVE DR W | 4456409202 |
| Bradenton Tropical Palms | 1409 24th AVE DR W | 4456409301 |

BRADENTON
BTP
TROPICAL PALMS

2310 14th Street West, Bradenton, Florida 34205
Phone: (941) 748-7423 • Fax: (941) 747-0581

| NAME | ADDRESS | SIGNATURE | YES OR NO |
|---|---|---|---|
| Bradenton Tropical Palms | 1415 24th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1417 24th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1405 25th AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1407 25th AVE WEST | | YES ✓ NO |
| Bradenton Tropical Palms | 1404 25th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1406 25th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1412 25th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1414 25th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1403 25th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1417 25th AVE DR W | | YES ✓ NO |
| Bradenton Tropical Palms | 1404 26th AVE West | | YES ✓ NO |
| Bradenton Tropical Palms | 1406 26th AVE West | | YES ✓ NO |
| Bradenton Tropical Palms | 1408 26th AVE West | | YES ✓ NO |
| Bradenton Tropical Palms | 1410 26th AVE West | | YES ✓ NO |
| Bradenton Tropical Palms | 1412 26th AVE West | | YES ✓ NO |
| Bradenton Tropical Palms | 1414 26th AVE West | | YES ✓ NO |
| Bradenton Tropical Palms | 1416 26th AVE West | | YES ✓ NO |

GEORGE A LONG
PRESIDENT
BRADENTON TROPICAL PALMS

BRADENTON BTP TROPICAL PALMS
2310 14th Street West, Bradenton, Florida 34205
Phone: (941) 748-7423 • Fax: (941) 747-0581

| Name | ADDRESS | Parcel ID |
|---|---|---|
| Bradenton Tropical Palms | 1415 24th AVE DR W | 4456409608 |
| Bradenton Tropical Palms | 1417 24th AVE DR W | 4456409707 |
| Bradenton Tropical Palms | 1405 25th AVE WEST | 4456410606 |
| Bradenton Tropical Palms | 1407 25th AVE WEST | 4456410705 |
| Bradenton Tropical Palms | 1404 25th AVE DR W | 4456412057 |
| Bradenton Tropical Palms | 1406 25th AVE DR W | 4456412156 |
| Bradenton Tropical Palms | 1412 25th AVE DR W | 4456412453 |
| Bradenton Tropical Palms | 1414 25th AVE DR W | 4456412552 |
| Bradenton Tropical Palms | 1403 25th AVE DR W | 4456412008 |
| Bradenton Tropical Palms | 1417 25th AVE DR W | 4456412701 |
| Bradenton Tropical Palms | 1404 26th AVE West | 4456413501 |
| Bradenton Tropical Palms | 1406 26th AVE West | 4456413550 |
| Bradenton Tropical Palms | 1408 26th AVE West | 4456413600 |
| Bradenton Tropical Palms | 1410 26th AVE West | 4456413659 |
| Bradenton Tropical Palms | 1412 26th AVE West | 4456413709 |
| Bradenton Tropical Palms | 1414 26th AVE West | 4456413758 |
| Bradenton Tropical Palms | 1416 26th AVE West | 4456413808 |

# 2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
## MANATEE COUNTY, FLORIDA TAXING AUTHORITIES

**DO NOT PAY**
THIS IS NOT A BILL

131

**TAX COLLECTOR WILL MAIL TAX BILLS IN NOVEMBER**

**DUPLICATE**

**4456400219 5129**
BRADENTON TROPICAL PALMS INC
2310 14TH ST W
BRADENTON FL 34205-6406

Parcel ID: **4456400219**
Location Address: 2310 14TH ST W
Legal Description: THE SW 1/4 OF THE SW 1/4 OF SEC 35 LESS ROAD R/W ALSO LESS LEGAL DESC IN DEED RECORDED IN O.R. 239 PG 396 DESC AS FOLLOWS: BEG AT A PT 10 FT W OF THE SE COR OF LOT #4 BLK 13

## PROPERTY APPRAISER VALUE INFORMATION

| Market Value | Last Year | This Year |
|---|---|---|
| | 0 | 0 |

If you feel the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected below, contact the County Property Appraiser **915 4th Ave W, Bradenton, FL 34205 or call** (941) 748-8208

| Assessment Reduction | Applies To | Value | Exemption | Applies To | Value |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

| Taxing Authority | Assessed Value | | Exemptions | |
|---|---|---|---|---|
| | Last Year | This Year | Last Year | This Year |
| County Operating | 0 | 0 | 0 | 0 |
| Public Schools | 0 | 0 | 0 | 0 |
| Municipality Operating | 0 | 0 | 0 | 0 |
| Independent Special Dists | 0 | 0 | 0 | 0 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If the Property Appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the Property Appraiser's office or www.manateepao.gov. Petitions must be filed with the Clerk of the Value Adjustment Board by 4:30PM on:

**SEPTEMBER 8, 2023**

**For more information about your TRIM notice, please visit www.manateepao.gov**

## TAXING AUTHORITY INFORMATION

| TAXING AUTHORITY *Debt Service | Your Property Taxes Last Year - 2022 | | | Your Property Taxes This Year - 2023 | | | | |
|---|---|---|---|---|---|---|---|---|
| | Prior year tax rates and taxes | | | Tax rates and taxes this year if proposed budget is adopted | | Tax rates and taxes this year if NO budget change is adopted | |
| | Column 1 Taxable Value | Column 2 Tax Rate | Column 3 Tax Amount | Column 4 Taxable Value | Column 5 Tax Rate | Column 6 Tax Amount | Column 7 Tax Rate | Column 8 Tax Amount |
| **COUNTY** | | | | | | | | |
| Manatee County | 0 | 6.2326 | .00 | 0 | 6.2326 | .00 | 5.8931 | .00 |
| **PUBLIC SCHOOLS** | | | | | | | | |
| By State Law | 0 | 3.2740 | .00 | 0 | 3.1730 | .00 | 2.8162 | .00 |
| By Local Board | 0 | 1.7480 | .00 | 0 | 1.7480 | .00 | 1.5036 | .00 |
| Capital Outlay | 0 | 1.5000 | .00 | 0 | 1.5000 | .00 | 1.2903 | .00 |
| **MUNICIPALITY** | | | | | | | | |
| City of Bradenton | 0 | 5.8351 | .00 | 0 | 5.8351 | .00 | 5.1888 | .00 |
| **INDEPENDENT SPECIAL DISTRICTS** | | | | | | | | |
| Southwest Florida Water Mgmt | 0 | .2260 | .00 | 0 | .2043 | .00 | .2043 | .00 |
| Manatee County Mosquito Control | 0 | .1997 | .00 | 0 | .1997 | .00 | .1764 | .00 |
| West Coast Inland Navigation | 0 | .0394 | .00 | 0 | .0394 | .00 | .0350 | .00 |
| **TOTAL MILLAGE RATE & TAX AMOUNT** | | 19.0548 | .00 | | 18.9321 | .00 | 17.1077 | .00 |
| Total Ad Valorem and Non-Ad Valorem (from reverse side) | | | .00 | | | .00 | | .00 |

The Taxing Authorities which levy property taxes against your property will soon hold **PUBLIC HEARINGS** to adopt budgets and tax rates for the next year. The purpose of the **PUBLIC HEARINGS** is to receive opinions from the general public and to answer questions on the proposed tax change and budget **PRIOR TO TAKING FINAL ACTION**. Each taxing authority may **AMEND OR ALTER** its proposals at the hearing.

## TAXING AUTHORITY HEARING INFORMATION

| TAXING AUTHORITY | PUBLIC HEARING LOCATION | PHONE | HEARING DATE/TIME |
|---|---|---|---|
| Manatee County; www.mymanatee.org | 1112 Manatee Ave W, Bradenton, FL 34205 | 941-745-3730 | 09/12/2023 @ 6:00PM |
| Manatee County School Board; www.manateeschools.net | 215 Manatee Ave W, Bradenton, FL 34205 | 941-708-8770 | 09/05/2023 @ 5:05PM |
| City of Bradenton; www.cityofbradenton.com | 101 12th St W, Bradenton, FL 34205 | 941-932-9400 | 09/07/2023 @ 5:01PM |
| Southwest Florida Water Mgmt District; WaterMatters.org | 7601 US Highway 301, Tampa, FL 33637 | 800-423-1476 | 09/12/2023 @ 5:01PM |
| Mosquito Control District; www.manateemosquito.com | 2317 2nd Ave W, Palmetto, FL 34221 | 941-981-3895 | 09/08/2023 @ 5:01PM |
| West Coast Inland Navigation District; www.wcind.net | 1575 E Venice Ave, Venice, FL 34285 | 941-485-9402 | 09/08/2023 @ 5:01PM |
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**Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer or other governmental services and facilities which may be levied by your county, city or any special district.**

NOTE: Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. The Tax Collector will be including them on the November tax bill. For details on particular non-ad valorem assessments, contact the levying local governing board.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may receive or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

## NON-AD VALOREM ASSESSMENTS

| LEVYING AUTHORITY | PURPOSE OF ASSESSMENT | LAST YEAR | THIS YEAR | CONTACT INFORMATION |
|---|---|---|---|---|
| | | | | |
| | TOTAL NON-AD VALOREM ASSESSMENTS: | .00 | .00 | |

## EXPLANATION OF "TAXING AUTHORITY INFORMATION" SECTION

**COLUMN 1 – TAXABLE VALUE – LAST YEAR**
This column shows the prior assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority.

**COLUMN 2 & 3 – YOUR FINAL TAX RATE AND TAXES LAST YEAR**
These columns show the tax rate and taxes that were applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

**COLUMN 4 – TAXABLE VALUE – THIS YEAR**
This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of Limited Income Senior or the Additional Homestead exemption. Current year taxable values are as of January 1, 2023

**COLUMN 5 & 6 – YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE**
These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown at the top of this page. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

**COLUMN 7 & 8 – YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE**
These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budget and your current assessment.

## EXPLANATION OF "PROPERTY APPRAISER VALUE INFORMATION" SECTION

**Market (Just) Value** is the most probable sales price for your property in a competitive, open market. It is based on a willing buyer and a willing seller.

**Assessment Reductions:**
Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are below.
There are limits on how much the assessment of your property can increase each year. The Save Our Homes program and the limitation for non-homestead property are examples. Certain types of property, such as agricultural land and land used for conservation, are valued on their current use rather than their market value. Some reductions lower the assessed value only for levies of certain taxing authorities.
If your assessed value is lower than your market value because limits on increases apply to your property or because your property's value is based on its current use, the amount of the difference and reason for the difference are listed in the Assessment Reduction box on the front page.

**Assessed Value** is the market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

**Exemptions** are specific dollar or percentage reductions in value based on certain qualifications of the property owner, such as the homestead exemption.

**Taxable Value** is the value used to calculate the tax due on your property. Taxable value is the assessed value minus the value of your exemptions.

MANATEE COUNTY
PROPERTY APPRAISER
CHARLES E. HACKNEY

# Property Record Card

Created at: https://www.manateepao.gov on February 16, 2024

Parcel ID: 4456400219
Ownership: BRADENTON TROPICAL PALMS INC
Owner Type: CORPORATION
Mailing Address: BRADENTON TROPICAL PALMS INC, 2310 14TH ST W, BRADENTON FL 34205-6406

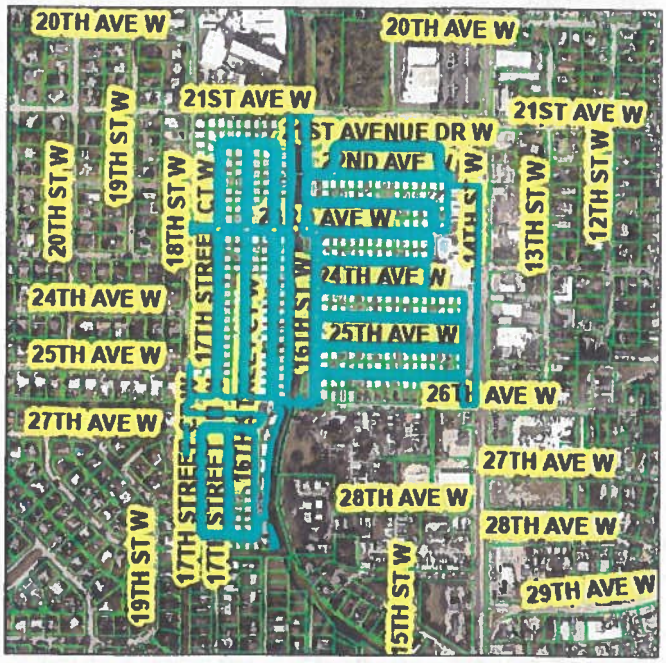
Situs Address: 2310 14TH ST W, BRADENTON, FL 34205-6406
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
CRA/TIF District: 14CRA; TAMIAMI TRAIL CRA
Market Area: 10; WEST BRADENTON

Sec/Twp/Rge: 35-34S-17E
Neighborhood: 5129; BRADENTON TROPICAL PALMS

Parcel Type: REAL PROPERTY
Parcel Created: 03/03/1998
Map Number: 4B35

Land Use: 0901; IMPROVED RESIDENTIAL COMMON AREA
Land Size: 35.2070 Acres or 1,533,616 Square Feet
Building Area: 18,937 SqFt Under Roof / 17,114 SqFt Living or Business Area

Businesses: 1
Commercial Bldgs: 1




## DESCRIPTION

THE SW 1/4 OF THE SW 1/4 OF SEC 35 LESS ROAD R/W ALSO LESS LEGAL DESC IN DEED RECORDED IN O.R. 239 PG 396 DESC AS FOLLOWS: BEG AT A PT 10 FT W OF THE SE COR OF LOT #4 BLK 13 SOUTH TAMIAMI PARK SUB (PB5 PG3); TH N 89 DEG 29 MIN 20 SEC W 10 FT; TH N 45 DEG 16 MIN E 14.08 FT TO THE W LN OF 14TH ST W; TH S ALG THE W LN OF 14TH ST W 10 FT TO THE POB. ALSO LESS: BEG AT THE INT OF THE W R/W/L OF 14TH ST W (U.S. 41-TAMIAMI TRAIL) AND THE S R/W/L OF 21ST AVE W; TH S 00 DEG 46 MIN 12 SEC W ALG SD W R/W/L A DIST OF 289.25 FT; TH N 88 DEG 53 MIN 06 SEC W PARALLEL TO SD S R/W/L OF 21ST AVE W A DIST OF 127.75 FT; TH N 00 DEG 46 MIN 12 SEC E 289.25 FT TO A PT ON THE AFOREMENTIONED S R/W/L OF 21ST AVE W; TH S 88 DEG 53 MIN 06 SEC E ALG SD S R/W/L A DIST OF 127.75 FT TO THE POB. TOGETHER WITH: BEG AT THE NW COR OF THE NW1/4 OF NW1/4 OF SEC 2, TH S ALG THE W LN OF SD SEC 2, 691.8 FT M/L, TO THE SW COR OF THE NW1/4 OF THE NW1/4 OF THE NW1/4 OF SEC 2; TH S 88 DEG 58 MIN 30 SEC E ALG THE S LN OF SD NW1/4 OF NW1/4 OF NW1/4 OF SD SEC 2 TO THE INT OF SD LN & THE CNTR OF CEDAR HAMMOCK DRAIN (WARES CREEK DITCH) AS SAME NOW EXISTS ON THE DATE HEREOF; TH N 23 DEG 39 MIN 15 SEC W 214.73 FT; TH N 08 DEG 03 MIN 45 SEC E 100.40 FT; TH N 04 DEG 06 MIN 45 SEC E 199.15 FT; TH N 19 DEG 34 MIN 45 SEC E 206.84 FT TO THE INT OF SD C/L & THE N LN OF SD SEC 2 TH N 88 DEG 43 MIN 21 SEC W 464.40 FT TO THE POB LESS LOTS AS SHOWN IN MASTER LEASE FOR BRADENTON TROPICAL PALMS COOP REC IN O.R. 1539 PG. 729; ALSO LESS OR 2429/0817 FOR R/W DESC AS FOLLOWS: PARCEL 101.1 RIGHT OF WAY TAKING: THAT PART OF SEC 35, TWN 34, RNG 17 AND SEC 2, TWN 35, RNG 17, BEING DESC AS FOLLOWS: COM AT THE SW COR OF SD SEC 35; TH ALG THE S LN OF SD SEC 35; TH S 88 DEG 58 MIN 09 SEC E, 464.40 FT TO THE POB; S 19 DEG 19 MIN 57 SEC W, 206.84 FT; TH S 03 DEG 51 MIN 57 SEC W, 199.15 FT; THS 07 DEG 48 MIN 57 SEC W, 100.40 FT; TH S 23 DEG 54 MIN 03 SEC E, 214.73 FT TO A PT IN THE S LN OF THE NW 1/4 OF THE NW 1/4 OF THE NW 1/4 OF SEC 2, TWN 35, RNG 17; TH ALG SD S LN, N 89 DEG 12 MIN 50 SEC W, 69.17 FT; TH N 29 DEG 40 MIN 41 SEC W, 28.54 FT; TH N 75 DEG 28 MIN 29 SEC E, 21.86 FT; TH N 68 DEG 41 MIN 54 SEC E, 14.35 FT; TH N 20 DEG 25 MIN 55 SEC W, 68.11 FT; TH N 25 DEG 09 MIN 50 SEC W, 30.58 FT; TH N 20 DEG 31 MIN 04 SEC W, 25.64 FT; TH N 02 DEG 36 MIN 43 SEC W, 10.38 FT; TH S 87 DEG 23 MIN 17 SEC W, 3.35 FT; TH N 20 DEG 31 MIN 04 SEC W, 10.54 FT; TH N 08 DEG 42 MIN 29 SEC W, 34.60 FT; TH N 01 DEG 24 MIN 30 SEC E, 26.88 FT; TH N 07 DEG 56 MIN 46 SEC E, 33.62 FT; TH N 12 DEG 12 MIN 13 SEC E, 30.97 FT; TH N 01 DEG 33 MIN 08 SEC E, 67.66 FT; TH N 04 DEG 49 MIN 42 SEC E, 60.57 FT; TH N 04 DEG 32 MIN 35 SEC E, 23.06 FT; TH N 11 DEG 08 MIN 41 SEC E, 71.66 FT; TH N 17 DEG 46 MIN 54 SEC E, 135.27 FT; TH N 13 DEG 07 MIN 45 SEC E, 3.97 FT TO A CURVE CONCAVE TO THE SOUTH [DELETE "WHOSE RAD PT LIESS 43 DEG 50 MIN 21 SEC W"], 23.87 FT; TH ALG THE ARC OF SD CURVE THROUGH A C/A OF 46 DEG 08 MIN 12 SEC, A DIST OF DIST OF 19.22 FT, [INSERT "CB N 69 DEG 13 MIN 34 SEC W"]; TH N 48 DEG 39 MIN 45 SEC W, 11.76 FT; TH N 0-0 DEG 09 MIN 46 SEC W, 11.50 FT; TH N 58 DEG 49 MIN 12 SEC E, 12.06 FT; TH N 78 DEG 23 MIN 23 SEC E, 29.70 FT; TH N 58 DEG 02 MIN 42 SEC E, 3.37 FT; TH N 12 DEG 04 MIN 55 SEC E, 15.73 FT; TH N 04 DEG 14 MIN 24 SEC E, 12.64 FT; TH N 10 DEG 57 MIN 02 E, 18.70 FT; TH N 10 DEG 02 MIN 28 SEC E, 22.29 FT; TH N 10 DEG 49 MIN 33 SEC W, 8.02 FT; TH N 11 DEG 51 MIN 57 SEC E, 14.51 FT; TH N 21 DEG 43 MIN 34 SEC E, 17.07 FT; TH N 12 DEG 05 MIN 26 SEC E, 17.08 FT; TH N 05 DEG 55 MIN 37 SEC E, 50.57 FT; TH N 02 DEG 31 MIN 32 SEC W, 45.21 FT; TH N 00 DEG 32 MIN 05 SEC W, 41.99 FT; TH N 01 DEG 05 MIN 56 SEC W, 21.23 FT; TH N 01 DEG 34 MIN 25 SEC W, 87.20 FT; TH N 00 DEG 21 MIN 15 SEC W, 33.64 FT; TH N 02 DEG 40 MIN 11 SEC E, 48.69 FT; TH N 02 DEG 36 MIN 19 SEC E, 52.77 FT; TH N 02 DEG 22 MIN 14 SEC W, 60.27 FT; TH N 01 DEG 10 MIN 12 SEC W, 93.53 FT; TH N 00 DEG 22 MIN 33 SEC E, 116.81 FT; TH N 89 DEG 12 MIN 28 SEC W, 6.24 FT; TH N 06 DEG 35 MIN 59 SEC W, 26.26 FT; TH S 89 DEG 07 MIN 33 SEC E, 7.12 FT; TH N 00 DEG 52 DEG 27 MIN E, 17.32 FT; TH N 62 DEG 01 MIN 40 SEC E, 5.23 FT; TH N 02 DEG 01 MIN 23 SEC W, 83.97 FT; TH N 00 DEG 39 MIN 03 SEC E, 42.69 FT; TH N 03 DEG 38 MIN 13 SEC E, 38.78 FT; TH N 05 DEG 09 MIN 04 SEC E, 52.95 FT; TH N 06 DEG 40 MIN 34 SEC W, 36.62 FT; TH N 01 DEG 45 MIN 49 SEC W, 39.11 FT; TH N 02 DEG 24 MIN 01 SEC W, 41.05 FT; TH N 00 DEG 05 MIN 44 SEC E, 44.60 FT; TH N 00 DEG 03 MIN 40 SEC W, 40.07 FT; THE N 00 DEG 56 MIN 22 SEC W, 60.40 FT TO THE S R/W OF 21ST AVE W; THE ALG SD S R/W, S 89 DEG 03 MIN 56 SEC E, 39.64 FT; TH S 32 DEG 45 MIN 24 SEC E, 33.22 FT; TH S 01 DEG 08 MIN 27 SEC E, 54.75 FT; TH S 00 DEG 11 MIN 05 SEC E, 396.75 FT; TH S 44 DEG 12 MIN 01 SEC W, 18.75 FT; TH S 01 DEG 12 MIN 02 SEC E, 31.50 FT; TH S 34 DEG 00 MIN 45 SEC E, 17.25 FT; TH S 00 DEG 36 MIN 48 SEC E, 380.25 FT; TH S 01 DEG 37 MIN 58 SEC E, 203.91 FT; TH S 10 DEG 09 MIN 09 SEC W, 155.84 FT; TH S 18 DEG 18 MIN 38 SEC W, 25.77 FT TO THE S LN OF SD SEC 35; TH ALG SD S LN N 88 DEG 58 MIN 09 SEC W, 31.54 FT TO THE POB; SUBJ TO EASMT REC IN OR 2429/0817, PI#44564.0021/9

## 2023 FINAL CERTIFIED VALUES

| | County | School | IndSpcDist | Municipality |
|---|---|---|---|---|
| Land Value: | 0 | 0 | 0 | 0 |
| Improvement Value: | 0 | 0 | 0 | 0 |
| Total Market Value: | 0 | 0 | 0 | 0 |
| Land Classified Agricultural: | 0 | 0 | 0 | 0 |
| Classified Use Value: | 0 | 0 | 0 | 0 |
| Classified Use Savings: | 0 | 0 | 0 | 0 |
| Ineligible for 10% Cap: | 0 | 0 | 0 | 0 |
| Eligible for 10% Cap Next Year: | 0 | 0 | 0 | 0 |
| Eligible for 10% Cap This Year: | 0 | 0 | 0 | 0 |
| 10% Cap Savings: | 0 | 0 | 0 | 0 |
| Ineligible for SOH Cap: | 0 | 0 | 0 | 0 |
| Eligible for SOH Cap Next Year: | 0 | 0 | 0 | 0 |
| Eligible for SOH Cap This Year: | 0 | 0 | 0 | 0 |
| SOH Cap Savings: | 0 | 0 | 0 | 0 |
| Assessed Value: | 0 | 0 | 0 | 0 |
| Exempt Value: | 0 | 0 | 0 | 0 |
| Taxable Value: | 0 | 0 | 0 | 0 |

## BUSINESS OPERATING ON THE PROPERTY

90000670489 531190 Lessors of Other Real Estate Property

## ADDRESSES ASSIGNED TO THE PROPERTY

2310 14TH ST W, BRADENTON, FL 34205-6406

## PROPERTY APPRAISER INSPECTIONS

| | | | |
|---|---|---|---|
| 07/19/2021 | SAB | INSPECTION BY IMAGE TECHNOLOGY | 5 YEAR STATUTORY REVIEW |
| 09/20/2016 | JAH | ON SITE INSPECTION | 5 YEAR STATUTORY REVIEW |

## LAND INFORMATION

| # | Type | Code | Ag | Ex | Sqft | Acres | Frontage Rate | Frontage Value | Depth Actual | Depth Effect | Depth | Table | Factor | Override | Influences | Zoning |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | U | 400 | No | 0% | 1,533,616 | 35 | | 0 | | | | | 1.0 | | | BR_R-4,BR_T4-O,BR_UV |

## SALES INFORMATION

| Salekey | Sale Date | Book/Page/Inst # | Instrument Type | V / I | Qual Code | Sale Price | Grantee | Grantor |
|---|---|---|---|---|---|---|---|---|
| 1535328 | 1/1/1931 | UNRECORDED | UNKNOWN | V | 37 | | BRADENTON TROPICAL PALMS INC | |

## BUILDING PERMITS

| Permit | Issued | Purpose | Description | Contractor | Amount | Agency Status | Final Date | Cert Occ Date |
|---|---|---|---|---|---|---|---|---|
| BR234201 | 11/16/2023 | FIRE HOOD SUPPRESSION SYSTEM | INSTALL FIRE SUPRESSION SYSTEM ON NEW HOOD INSTALL | PYE-BARKER FIRE & SAFETY INC | $4,000 | ISSUED | | |
| BR234066 | 10/03/2023 | MECHANICAL RESIDENTIAL | TYPE 1 HOOD INSTALLTION WITH EXISTING GAS AND ELECTRIC | ARENA MECHANICAL ENGINEERING L | $28,000 | ISSUED | | |
| BR224542 | 11/03/2022 | ROOF COMMERICIAL | MAINTENANCE BLDG.RE-ROOF.23 SQ,SHINGLES & 5V CRIMP M... | HARVATH ROOFING INC | $17,350 | CLOSED | 11/30/2022 | |
| BR215536 | 01/19/2022 | SOLAR COMMERCIAL | INSTALL ROOFTOP SOLAR POOL HEATER | ROARK SOLAR LLC | $35,500 | ISSUED | | |
| BR202718 | 07/21/2020 | WINDOW/DOOR UNDER 3 STORY | REPLACE 8 WINDOWS AND 1 DOOR SZ FOR SZ FL 243.9, 14... | ALL GLASS & WINDOWS INC | $50,403 | CLOSED | 10/26/2020 | |
| BR191470 | 06/20/2019 | COMMERCIAL ALT ADD | DEMO EXISTING INTERIOR RESTROOMS IN THE ACTIVITES CE... | HOWELL CONSTRUCTION SERVICE GR | $150,000 | ISSUED | | |
| BR181598 | 04/09/2018 | DRIVEWAY OR PATIO | CONCRETE PATIO APPROX 25'X35' WITH 3500# CONCRETE WI... | DON ADAMS CONCRETE INC | $3,650 | CLOSED | 09/04/2019 | |
| BR180341 | 01/25/2018 | PLUMBING RESIDENTIAL | REPLACE MAIN SEWER | ACKERMAN PLUMBING INC | $4,300 | CLOSED | 02/26/2018 | |
| BR170424 | 04/06/2017 | FENCE COMMERCIAL | INSTALL 344' OF 6' WHITE VINYL | USA FENCE COMPANY | $7,335 | CLOSED | 04/17/2017 | |
| BR170241 | 01/19/2017 | ELECTRICAL SERVICE CHANGE | REPLACE A BANK OF (4) 100 AMO NETERS W/ 100 AMP DISC... | MISTER SPARKY | $2,442 | CLOSED | 02/17/2017 | |
| BR161983 | 06/09/2016 | ALUMINUM STRUCTURE | INSTALL 4 ROWS OF ALUMINUM COVERS ON SHUFFLEBOARD CO... | TOTAL ALUMINUM INC | $35,500 | CLOSED | 11/02/2016 | |
| BR150390 | 01/28/2015 | PLUMBING COMMERCIAL | REPLACEMENT BOILER FOR A/C SYSTEM RBI DOMINATOR LCD ... | HORNE CONSTRUCTION INC | $16,000 | CLOSED | 03/09/2015 | |
| PL.14.02795 | 03/12/2014 | PLUMBING RESIDENTIAL | INSTALL NEW 1 RPZ BACKFLOW ASSEMBLY AT WATER METER | RICHARD'S PLUMBING REPAIR INC | $1,100 | CLOSED | | 03/17/2014 |
| ME.13.06162 | 05/02/2013 | MECHANICAL | CHANGEOUT - 50 TON EER 11.1 CARRIER | CORTEZ HEATING & A/C | $82,395 | CLOSED | | 06/05/2013 |
| BM.12.1483 | 06/12/2012 | MECHANICAL | DISCONNECT & RECONNECT HVAC FOR NEW CURBS | ANTHONY'S CLG/HTG/REFRG | $ | CLOSED | | 06/12/2012 |
| AM.12.1268 | 06/12/2012 | AMENDMENT | AMEND - TO INCLUDE ROOF CURB | MANSON ROOFING INC | $ | CLOSED | | 06/12/2012 |
| RF.12.5386 | 06/07/2012 | REROOF | ACTUAL ADDRESS 2516 17TH LN WESTALUMINUM ROOF OVER ... | AMS INC | $5,200 | CLOSED | | 06/27/2012 |
| RF.12.5346 | 05/07/2012 | REROOF | RE-ROOF: NEW SINGLE PLY ROOFING SYSTEM W/ TAPER & A... | MANSON ROOFING INC | $83,482 | CLOSED | | 07/25/2012 |
| ME.11.4742 | 08/10/2011 | MECHANICAL A/C CHANGE OUT | CHANGEOUT - 2 TON 5 KW 13 SEER COMFORTMAKER (ROOF TO... | MANATEE AIR HEATING & COOLING | $3,670 | CLOSED | | 10/12/2011 |
| FN.09.1411 | 10/08/2009 | FENCE | **A**INSTALL TONGUE & GROOVE FENCE | USA STEEL FENCE CO | $5,177 | CLOSED | | 10/19/2009 |
| FN.09.1317 | 05/07/2009 | FENCE | INSTALL 209' OF 5' WHITE ALUMINUM FENCE., 5 GATES 68... | USA STEEL FENCE CO | $20,485 | CLOSED | | 08/20/2009 |
| PL.09.1472 | 04/14/2009 | PLUMBING | FLOOD ZONE AINSTALL 2 BACKFLOW | WATERWORKS | $1,685 | CLOSED | | 05/04/2009 |
| FN.09.1265 | 02/10/2009 | FENCE | INSTALL 824 OF 6' HIGH WHILE COMM.# 203 ALUMINU., 19... | USA STEEL FENCE CO | $35,000 | CLOSED | | 03/25/2009 |
| ME.09.2964 | 01/07/2009 | MECHANICAL | A/C CHANGE OUT- SAME LOCATION WITH COMFORTMAKER 2 TO. | A/C WAREHOUSE | $2,572 | CLOSED | | 01/28/2009 |
| FN.08.1209 | 09/10/2008 | FENCE | INSTALL 314' OF 6' HIGH WHITE COMMERCIAL MAINE ALUMI... | USA STEEL FENCE CO | $15,007 | CLOSED | | 12/11/2008 |
| ME.08.2781 | 08/18/2008 | MECHANICAL | A/C CHANGE OUT 4 TON GIBSON A/C S/V 5 KW 13 SEERMAIN. | A/C WAREHOUSE | $3,784 | CLOSED | | 09/16/2008 |
| FN.08.1193 | 07/23/2008 | FENCE | FLOOD ZONE A8INSTALL 453' OF 6' WHITE COMMERCIAL MAI... | USA STEEL FENCE CO | $13,177 | CLOSED | | 08/21/2008 |
| FN.08.1153 | 05/09/2008 | FENCE | FLOOD ZONE A882' OF 6' HIGH COMMERCIAL WHITE MAINE S.. | USA STEEL FENCE CO | $9,243 | CLOSED | | 06/18/2008 |
| SN.08.0761 | 05/05/2008 | SIGN | FLOOD ZONE A8INSTALL ILLUMINATED SIGN MONUMENT SIGN ... | MAGEE SIGN SERVICE | $6,321 | CLOSED | | 06/12/2008 |
| FN.08.1082 | 01/11/2008 | FENCE | INSTALL 630' OF 6' COMMERCIAL # 203 MAINE WHITE ALUM.. | USA STEEL FENCE CO | $25,728 | CLOSED | | 03/04/2008 |
| PL.07.0848 | 01/18/2007 | PLUMBING | COUNTY ADDRESS IS 2600 14TH ST W OWNER DENNIS GODFRE... | | $ | CLOSED | | 01/18/2007 |
| ST.05.1125 | 03/01/2005 | SCREEN RM/PORCH/PATIO/GARAGE | FLOOD ZONE A - INSTALL VINYL SIDING ON MOBILE HOME | COOKS MOBILE HOME REPAIR | $2,000 | CLOSED | | 03/10/2005 |
| 0300570 | 02/11/2003 | RESIDENTIAL | ROOFING/ | LOZON, BERNARD J | $19,660 | CLOSED | | |
| 0300184 | 01/13/2003 | BUILDING | NEW CONSTRUCTION/GAZEBO | ROCKWELL, THOMAS J | $2,100 | CLOSED | | 05/07/2003 |
| 0100945 | 03/15/2001 | RESIDENTIAL | JP STEVENS HI-TUF SGL PLY MEMBRANE OVER EXISTING MAI... | STOVER, BRIAN ALLAN | $3,622 | CLOSED | | |
| 9903824 | 12/29/1999 | MISCELLANEOUS | ERECT TEMPORARY SIGN | PROPERTY OWNER | $ | CLOSED | | |
| 9802565 | 08/04/1998 | MISCELLANEOUS | FENCE W/ELECTRIC GATE OPENER | GLASGOW, LOYD H | $4,400 | CLOSED | | |

Property Card | Trim Notice | Tax Bill

Aerial Map | Oblique Imagery | Tax Estimator

**Parcel ID: 4456400219**



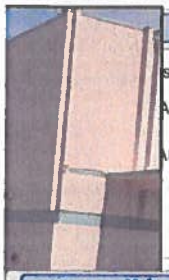
BRADENTON TROPICAL PALMS INC
CORPORATION
BRADENTON TROPICAL PALMS INC, 2310 14TH ST W, BRADENTON FL 34205-6406

2310 14TH ST W, BRADENTON, FL 34205-6406
CITY OF BRADENTON
0021; CITY OF BRADENTON
10; WEST BRADENTON

35-34S-17E
5129; BRADENTON TROPICAL PALMS
THE SW 1/4 OF THE SW 1/4 OF SEC 35 LESS ROAD R/W ALSO LESS LEGAL DESC IN DEED RECORDED IN O.R. 239 PG 396 DESC AS FOLLOWS: BEG AT A PT 10 FT W OF THE SE COR OF LOT #4 BLK 13 [Full Description]

View this parcel on Manatee County's website

Land Use: 0901; IMPROVED RESIDENTIAL COMMON AREA



Exemptions | Businesses | Addresses | Inspections

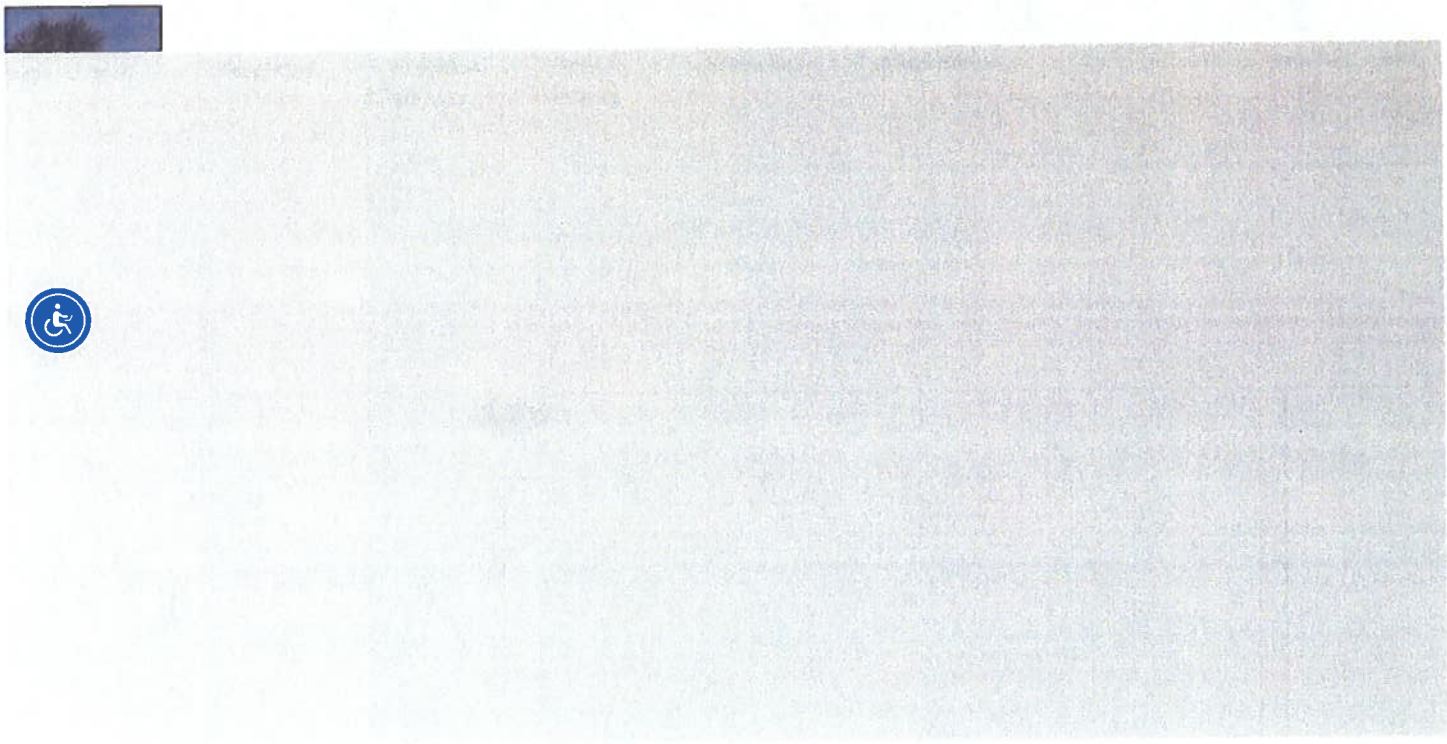
| spector | Type | Reason |
|---|---|---|
| AB | INSPECTION BY IMAGE TECHNOLOGY | 5 YEAR STATUTORY REVIEW |
| AH | ON SITE INSPECTION | 5 YEAR STATUTORY REVIEW |



Photos | Sketches | Bird's Eye Video | Street View

Values | Land | Buildings | Features | Permits

| Area | Type | ActFrontage | EffFrontage | Depth | Acreage | SqFootage | Units | Influen |
|---|---|---|---|---|---|---|---|---|
| 1 | UNIT | 0 | 0 | 0 | 35.2070 | 1,533,616 | 1.00 | |



**AGENDA ITEM NO. 7.b**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Tamara Melton, Legal

**ITEM TYPE:** Ordinance

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

**SUBJECT:** ORDINANCE 4034 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 6, BENEFIT AMOUNT AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

**SUGGESTED ACTION:** No action is required at first reading. The second reading and public hearing is scheduled for May 22, 2024.

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
Ordinance 4034 amends Section 6, Benefit Amounts and Eligibility and Section 8, Disability, to provide for a three percent multiplier for all years of credited service for all active members of the plan, to include members hired after June 1, 2013, in accordance with a recently adopted Memorandum of Understanding between the City and the Florida PBA for both the Officers and Lieutenants. This ordinance will be retroactive to the effective date of the current collective bargaining

agreement, October 1, 2022. Both the attorney for the Union and the Police Department have reviewed this document and have agreed it accomplishes the intent of the MOUs.

**FINANCIAL IMPACT:**
The plan's actuary, Gabriel Roeder Smith & Co., were asked that they provide you with an actuarial impact statement, indicating the cost, if any, associated with the adoption of this ordinance. The statement will be included in the agenda packet for the May 22, 2024 meeting.

**ATTORNEY REVIEW/RECOMMENDATION:**
The ordinance was drafted by Attorney Scott Christiansen.

**SUGGESTED MOTION:**
No action is required at first reading. The second reading and public hearing is scheduled for May 22, 2024.

**ATTACHMENTS:**
Ordinance 4034
Letter from Attorney Christiansen

**ORDINANCE NO. 4034**

**AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 6, BENEFIT AMOUNT AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA;

**SECTION 1**: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 6, Benefit Amounts and Eligibility, subsection (2), *Normal retirement benefit*, to read as follows:

* * * * *

(2) *Normal retirement benefit*. A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during the member's lifetime. Upon the death of a member retired or eligible for retirement (see section 7), the member's spouse, if any, shall receive the same benefit the member was receiving or could have been receiving immediately prior to his death, plus twenty dollars ($20.00) for each of the member's issue. The monthly payments to the spouse shall cease upon the death or remarriage of the spouse. The monthly retirement benefit ~~for members hired prior to June 1, 2013~~ shall equal three percent (3%) of average final compensation for each year of credited service. ~~The monthly retirement benefit for members hired on or after June 1, 2013 shall equal two and three quarters percent (2.75%) of average final compensation for each year of credited service earned prior to the effective date of the ordinance adopting this subsection, and three percent (3.0%) of average final compensation for each year of credited service earned on and after the effective date of the ordinance adoption this subsection.~~ In addition, members who retire with twenty (20) or more years of credited service shall receive an additional monthly amount equal to ten dollars ($10.00) for each year of credited service. This change shall be retroactive to October 1, 2022 and the benefit of any Retiree who retired or terminated vested person who terminated employment on and after October 1, 2022 shall be recalculated and any retroactive benefit amounts shall be paid.

* * * * *

**SECTION 2**: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 8, Disability, subsections (1) *Disability benefits in line of duty*, and (3) *Disability benefits not in line of duty,* to read as follows:

* * * * *

(1) *Disability benefits in line of duty*. Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent (3%) of his average final compensation multiplied by the total years of credited service ~~for members hired prior~~

~~to June 1, 2013 or, for members hired on or after June 1, 2013, a total of two and three-quarters percent (2.75%) of average final compensation multiplied by the years of credited service earned prior to the effective date of the ordinance adopting this subsection, and three percent (3.0%) of average final compensation multiplied by the years of credited service earned on and after the effective date of the ordinance adopting this subsection~~, but in any event the minimum amount paid to the member shall be sixty percent (60%) of the average final compensation of the member. Upon the death of any member or former member drawing or entitled to a benefit under this subsection, his spouse and issue, if any, shall be entitled to the same benefits as are provided for the spouse and issue of a member under said section 7, subsection (1). Eligibility requirements for disability benefits are set forth in subsection (8), below. This change shall be retroactive to October 1, 2022 and the benefit of any Retiree who retired or terminated vested person who terminated employment on and after October 1, 2022 shall be recalculated and any retroactive benefit amounts shall be paid.

* * * * *

(3) *Disability benefits not in line of duty*. Any member with ten (10) years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability is not directly caused by the performance of his duties as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent (3%) of his average final compensation multiplied by the total years of credited service ~~for members hired prior to June 1, 2013 or, for members hired on or after June 1, 2013, a total of two and three-quarters percent (2.75%) of average final compensation multiplied by the years of credited service earned prior to the effective date of the ordinance adopting this subsection, and three percent (3.0%) of average final compensation multiplied by the years of credited service earned on and after the effective date of the ordinance adopting this subsection~~ and the fund shall pay, in addition thereto, the sum of twenty dollars ($20.00) per month for each of his issue in being during the time said member receives the benefit. Upon the death of said member, his spouse, if any, shall receive and be paid for the remainder of his or her natural life, or until remarriage, whichever occurs first, a sum equal to two-thirds (2/3) of the amount the deceased member was receiving, calculated only upon the length of the deceased member's credited service (exclusive of any additional payments of twenty dollars ($20.00) per month for each of the decedent's issue, which payments shall also continue). Eligibility requirements for disability benefits are set forth in subsection (8), below. This change shall be retroactive to October 1, 2022 and the benefit of any Retiree who retired or terminated vested person who terminated employment on and after October 1, 2022 shall be recalculated and any retroactive benefit amounts shall be paid.

* * * * *

**SECTION 3**: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 4**: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Bradenton.

**SECTION 5**: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 6**: That this Ordinance shall become effective upon adoption.

FIRST READING, this _____ day of _____, 2024.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

dm\brad\pol\04-17-24.ord

Law Offices
Christiansen & Dehner, P.A.
Scott R. Christiansen
63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848
H. Lee Dehner
(1952-2019)

April 29, 2024

Via E-Mail: Rob.Perry@BradentonFL.gov

Mr. Rob Perry, City Administrator
City of Bradenton
101 12th Street West
Bradenton, FL 34205

Re: Bradenton Police Officers' Retirement System - Ordinance Amending Plan

Dear Mr. Perry:

As you know, I represent the Board of Trustees of the City of Bradenton Police Officers' Retirement System. Attached please find an ordinance amending the City of Bradenton Police Officers' Retirement System which is recommended for adoption by the City Council. This ordinance amends Section 6, Benefit Amounts and Eligibility and Section 8, Disability, to provide for a three percent multiplier for all years of credited service for all active members of the plan, to include members hired after June 1, 2013, in accordance with a recently adopted Memorandum of Understanding between the City and the Florida PBA for both the Officers and Lieutenants. This ordinance will be retroactive to the effective date of the current collective bargaining agreement, October 1, 2022. Both the attorney for the Union and the Police Department have reviewed this document and have agreed it accomplishes the intent of the MOUs.

By copy of this letter to the plan's actuary, Gabriel Roeder Smith & Co., I would ask that they provide you with an actuarial impact statement, indicating the cost, if any, associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure
e-copy: Jeffrey Amrose, with enclosure
Ferrell Jenne, with enclosure
Tamara Melton, with enclosure
Gregory Hearing, with enclosure
Paul Driscoll, with enclosure

**AGENDA ITEM NO. 7.c**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Elba Viruet, Police

**ITEM TYPE:** Ordinance

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

**SUBJECT:** ORDINIANCE 4043 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS; CREATING A NEW SECTION 50-82; AUTHORIZING THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

**SUGGESTED ACTION:** No action is required at first reading. the second reading and public hearing is scheduled for May 22, 2024.

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**

The proposed ordinance authorizes the Bradenton Police Department, under a recent change to State law, to use speed detection systems to enforce applicable speed limits within school zones. The ordinance also identifies nine school zones located in the City of Bradenton where speed detection systems will be used. The program is expected to generate revenue and have no cost to the City.

Speed violations in school zones jeopardize the general public's safety, specifically children who are arriving at or departing school. The enforcement of speed limits in school zones with law enforcement officers alone can be difficult, as in the time a law enforcement officer has stopped and cited a speeding driver, other motorists can commit speeding violations and escape enforcement. To assist cities with the rising concern of speeding in school zones, House Bill (HB) 657 was signed into law during the 2023 Florida Legislative Session.

HB 657, among other things, authorizes cities to enforce applicable speed limits in school zones during school sessions "through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation." HB 657 also provides that a city implementing speed detection systems "must enact an ordinance in order to authorize the placement or installation of a speed detection on a roadway maintained as a school zone."

Speeding in school zones creates a hazard and compromises the well-being of students and the public. A recent speed study indicated that there was a total of 3,287 daily violators of exceeding the speed limit by over 10 mph in the nine school speed zones identified in the proposed ordinance. The proposed ordinance creates a social benefit for students and the public by enhancing their welfare and safety.

**FINANCIAL IMPACT:**
There is no negative impact and will likely be a positive impact.

**ATTORNEY REVIEW/RECOMMENDATION:**
Attorney Rudacille reviewed the ordinance.

**SUGGESTED MOTION:**
No action is required at first reading. the second reading and public hearing is scheduled for May 22, 2024.

**ATTACHMENTS:**
Ordinance 4043

**ORDINANCE NO. 4043**

**AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS; CREATING A NEW SECTION 50-82; AUTHORIZING THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** during the 2023 state legislative session, the Florida Legislature passed House Bill ("HB") 657, which provides that a municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

**WHEREAS,** on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, codified in Chapter 316, Florida Statutes; and

**WHEREAS,** a speed detection system is defined at Section 316.003(82), Florida Statutes, as a "portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation"; and

**WHEREAS,** Section 316.008(9)(a), Florida Statutes, authorizes municipalities to enforce applicable speed limits in school zones during school sessions "through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation"; and

**WHEREAS,** Section 316.008(9)(b), Florida Statutes, further authorizes municipalities to place or install or contract with a vendor to place or install, "a speed detection system within a roadway maintained as a school zone as provided in Section 316.1895, Florida Statutes, to enforce unlawful speed violations"; and

**WHEREAS,** Section 316.0776(3), Florida Statutes, provides that such a speed detection system may be placed or installed in a school zone on a state road when permitted by FDOT and must be installed in accordance with placement and installation specifications established by the Florida Department of Transportation; and

**WHEREAS,** Section 316.0776(3)(a), Florida Statutes, directs municipalities to notify the public that a speed detective device may be used by posting signage "indicating photographic or video enforcement of the school zone speed limits," which "shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Florida Department of Transportation"; and

**WHEREAS,** Section 316.0776(3)(b), Florida Statutes, further directs municipalities that begin a school zone speed detection system program to "make a public announcement and conduct

a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program" and "must notify the public of the specific date on which the program will commence;" and

**WHEREAS,** Section 316.0776(3)(c), Florida Statutes, directs that a municipality that operates school zone speed detection systems must annually report the results of all systems within the municipality's jurisdiction by placing the required report as a single reporting item on an agenda of a regular or special meetings of the municipality's governing body and otherwise complying with the requirements of such Section; and

**WHEREAS,** Section 316.1896(1), Florida Statutes, provides that a municipality may authorize a traffic infraction enforcement officer under section 316.640, Florida Statutes, to issue uniform traffic citations evidenced by a speed detection system for violations of Sections 316.1895 and 316.183, Florida Statutes, as authorized by Section 316.008(9), Florida Statutes, and further regulates how such notices of violation shall be sent and what information such notices must include; and

**WHEREAS**, Section 316.1896(2) and (3) Florida Statutes, directs a municipality issuing uniform traffic citations evidence by a speed detection system for violations of Sections 316.1895 and 316.183 to comply with certain notice and hearing requirements; and

**WHEREAS,** Section 316.1896(5), Florida Statutes, further provides that penalties assessed and collected by a municipality be remitted in accordance with such Section; and

**WHEREAS,** Section 316.1896(14)(b), Florida Statutes, prescribes that a municipality electing to authorize traffic infraction enforcement officers to issue uniform traffic citations "must designate by resolution existing staff to serve as the clerk to the local hearing officer"; and

**WHEREAS,** Section 316.008(9)(c), Florida Statutes, provides that a municipality implementing speed detection systems "must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone" and that, "as part of the public hearing on such proposed ordinance," the municipality "must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system," and "must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures"; and

**WHEREAS,** City Council finds that speed violations in school zones present a real hazard not only to the general public's health and safety, but also specifically to children who are arriving or departing from school; and

**WHEREAS,** enforcement of speed limits in school zones with law enforcement officers alone can be difficult, as in the time a law enforcement officer has stopped and cited a speeding driver, other motorists can commit speeding violations and escape enforcement; and

**WHEREAS,** in accordance with and pursuant to the provisions of section 316.008(c), Florida Statutes, City Council has considered traffic data or other evidence supporting the

installation and operation of each proposed school zone speed detection system, and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

**WHEREAS,** given that speeding is school zones creates an unacceptable hazard for students, and that enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system may reduce instances of speeding in school zones and enhance the welfare and safety of students and pedestrians across the City of Bradenton, City Council wishes to implement a school zone speed detection system program to enforce applicable speed limits in school zones during school sessions through the use of a speed detection system as a supplemental means for the enforcement of unlawful speed violations.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:**

**Section 1.** Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

**Section 2.** Amended Code Language.

A new Chapter 50, Article IV. Section 82 shall be added as follows:

Sec. 50-82. – Speed detection systems for enforcement of school zone speed limits.

(a) *Purpose and intent.* The purpose of this ordinance is to authorize and implement the use of speed detection systems to enforce applicable speed limits on roadways properly maintained as school zones, as authorized by and in accordance with Chapter 316.008(9)(a), Florida Statutes, as such may be amended from time to time, in order to promote traffic safety and student welfare. This ordinance provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

(b) *Use of Speed Detection Systems.* In accordance with Chapter 316.008(9)(b), Florida Statutes, the City of Bradenton exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the City of Bradenton. Any contract for the placement or installation of speed detection systems under this Section shall be approved by City Council. The City of Bradenton Chief of Police or designee is hereby authorized to implement speed detection systems with the City of Bradenton consistent with the placement and installation specifications established by the Florida Department of Transportation, as such may be amended from time to time, to enforce unlawful speed violations, as specified in sections 316.1895 and 316.183, Florida Statues, on roadways maintained as school zones.

(c) *Determination of Heightened Safety Risk.* Having considered traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, the City of Bradenton determines that the roadways located within the following school zones where a speed detection system is to be placed or installed constitute a heightened safety risk that warrants additional enforcement measures pursuant to section 316.008(9), Florida Statutes:

1. MANATEE ELEMENTARY SCHOOL
   1609 SIXTH AVENUE EAST
   BRADENTON, FL 34208

2. BRADENTON CHRISTIAN SCHOOL
   3304 43RD STREET WEST
   BRADENTON, FL 34209

3. BALLARD ELEMENTARY SCHOOL
   912 18TH STREET WEST
   BRADENTON, FL 34205

4. SEA BREEZE ELEMENTARY SCHOOL
   3601 71ST STREET WEST
   BRADENTON, FL 34209

5. H.S. MOODY ELEMENTARY SCHOOL
   5425 38TH AVENUE WEST
   BRADENTON, FL 34209

6. JESSIE P. MILLER ELEMENTARY SCHOOL
   601 43RD STREET WEST
   BRADENTON, FL 34209

7. ROBERT H. PRINE ELEMENTARY SCHOOL
   3801 SOUTHERN PARKWAY WEST
   BRADENTON, FL 34205

8. G.D. ROGERS GARDEN-BULLOCK ELEMENTARY SCHOOL
   515 13TH AVENUE WEST
   BRADENTON, FL 34205

9. MANATEE HIGH SCHOOL
   902 33RD STREET COURT WEST
   BRADENTON, FL 34205

(d) *Traffic infraction enforcement officers.* Pursuant to Section 316.1896(1), Florida Statutes, a traffic infraction enforcement officer under Section 316.640, Florida Statutes, is

authorized to issue uniform traffic citations for violations of Sections 316.195 and 316.183, Florida Statutes, as authorized by Section 316.008(9), Florida Statutes.

(e) *Notices, Penalties, and Appeals.* The City of Bradenton Chief of Police or designee shall provide notices of violation, assess penalties, remit applicable portions of assessed penalties, and provide for appeals consistent with the requirements of Sections 316.1896(2), (3) and (5), Florida Statutes, as such may be amended from time to time.

(f) *Signage and Public Awareness Campaign.* The City of Bradenton Chief of Police or designee shall post signage and conduct a public awareness campaign regarding the placement or installation of speed detection systems consistent with the requirements of Section 316.0776(3)(b), Florida Statutes, as such may be amended from time to time.

(g) *Reporting.* The Chief of Police or designee shall comply with the reporting requirements of Section 316.1896(16)(a)(b), and (c), Florida Statutes, as such may be amended from time to time.

**Section 3.** Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

**Section 4.** Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

**Section 5.** Severability. If any provision of this Ordinance or the application therof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 6.** Effective Date. This Ordinance shall take effect as provided by law.

| | |
|---|---|
| PUBLICATION DATE | |
| FIRST READING | _____, 2024 |
| PUBLICATION DATE | |
| SECOND READING | _____, 2024 |

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:

By: _____

Scott Rudacille, City Attorney

**AGENDA ITEM NO. 7.d**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 8, 2024

**SUBMITTED BY:** Tamara Melton, Legal

**ITEM TYPE:** Ordinance

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

**SUBJECT:** ORDINANCE 4045 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON ESTABLISHING A LOCAL PROVIDER PARTICIPATION FUND; AUTHORIZING IMPOSITION OF ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS TO BE LEVIED, COLLECTED, AND ENFORCED AGAINST REAL PROPERTY OWNED OR LEASED BY PRIVATE FOR-PROFIT AND NOT-FOR-PROFIT HOSPITALS TO FUND THE NON-FEDERAL SHARE OF MEDICAID AND MEDICAID MANAGED CARE PAYMENTS BENEFITTING HOSPITALS PROVIDING HEALTHCARE SERVICES TO MEDICAID, INDIGENT, AND UNINSURED MEMBERS OF THE CITY OF BRADENTON COMMUNITY; SPECIFYING THE PROCEDURE FOR ADOPTING THE ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS TO BE DEPOSITED INTO THE LOCAL PROVIDER PARTICIPATION FUND; SPECIFYING AUTHORIZED USES FOR THE FUND PROCEEDS; AND PROVIDING AN EFFECTIVE DATE.

**SUGGESTED ACTION:** No action is required at first reading. The second reading and public hearing are scheduled for May 22, 2024.

**Is this item Quasi-Judicial?**
No

**Does this item require a public hearing?**
No

**EXPLANATION:**
Every year, millions of dollars' worth of uncompensated care are given to uninsured patients and Medicaid-eligible individuals by private, for-profit and not-for-profit hospitals under the jurisdiction of the City of Bradenton. Medicaid typically pays for only 60% of the actual costs of the medical services that hospitals provide to Medicaid-eligible patients, leaving hospitals with sizable uncompensated costs.

The federal government granted the State of Florida the authority to create Medicaid programs, such as a Medicaid Managed Care hospital directed payment program, in order to reduce hospital expenses for charity care and uncompensated Medicaid costs.

In-patient hospitals that are affected have requested that the City of Bradenton apply special assessments to certain real estate that they own or lease in order to assist in recovery of funding the non-federal portion of the State's Medicaid program.

In order to establish and maintain a system of funding for intergovernmental transfers (IGTs) to support the non-federal share of Medicaid payments, this Ordinance will authorize the City to levy uniform non-ad valorem special assessments. These assessments will be fairly and reasonably distributed among the Hospital Properties within the City's jurisdictional limits, thereby directly and specifically benefiting such Hospital Properties.

**FINANCIAL IMPACT:**
The City's administrative expenses to oversee the program will be covered by funds collected from the assessments.

**ATTORNEY REVIEW/RECOMMENDATION:**
Special Counsel Christopher Roe and City Attorney Scott Rudacille drafted the ordinance.

**SUGGESTED MOTION:**
No action is required at first reading. The second reading and public hearing are scheduled for May 22, 2024.

**ATTACHMENTS:**
Ordinance 4045

**ORDINANCE NO. 4045**

**AN ORDINANCE OF THE CITY OF BRADENTON ESTABLISHING A LOCAL PROVIDER PARTICIPATION FUND; AUTHORIZING IMPOSITION OF ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS TO BE LEVIED, COLLECTED, AND ENFORCED AGAINST REAL PROPERTY OWNED OR LEASED BY PRIVATE FOR-PROFIT AND NOT-FOR-PROFIT HOSPITALS TO FUND THE NON-FEDERAL SHARE OF MEDICAID AND MEDICAID MANAGED CARE PAYMENTS BENEFITTING HOSPITALS PROVIDING HEALTHCARE SERVICES TO MEDICAID, INDIGENT, AND UNINSURED MEMBERS OF THE CITY OF BRADENTON COMMUNITY; SPECIFYING THE PROCEDURE FOR ADOPTING THE ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS TO BE DEPOSITED INTO THE LOCAL PROVIDER PARTICIPATION FUND; SPECIFYING AUTHORIZED USES FOR THE FUND PROCEEDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, private for-profit and not-for-profit hospitals in the City of Bradenton's jurisdiction (the "Hospitals") annually provide millions of dollars of uncompensated care to uninsured persons and those who qualify for Medicaid because Medicaid, on average, covers only sixty percent (60%) of the costs of the health care services actually provided by Hospitals to Medicaid-eligible persons, leaving Hospitals with significant uncompensated costs; and

**WHEREAS**, the State of Florida (the "State") received federal authority to establish Medicaid programs, including but not limited to a Medicaid Managed Care hospital directed payment program, to offset Hospitals' charity care costs and uncompensated Medicaid costs and improve quality of care provided to Florida's Medicaid population; and

**WHEREAS**, impacted Hospitals have asked the City of Bradenton (the "City") to impose special assessments upon certain real property owned or leased by the Hospitals (the "Hospital Properties") to help finance the non-federal share of the State's Medicaid program; and

**WHEREAS**, the funding raised by the City assessments will, through intergovernmental transfers ("IGTs") provided consistent with federal guidelines, support additional funding for Medicaid and Medicaid managed care payments to Hospitals; and

**WHEREAS**, based upon the representations of participating Hospitals, the City Council (the "Council") has determined that (i) the Hospital Properties to be assessed will benefit directly and especially from the assessments as a result of the above-described additional Medicaid funding provided for said Hospitals, (ii) a logical relationship exists between the services provided and the special and particular benefit to Hospital Properties, (iii) leveraging additional federal support through the above-described IGTs to fund Medicaid payments to the Hospitals for health care services directly and specifically adds value to the Hospital Properties and supports the Hospitals' continued ability to provide those services, and (iv) the assessments will ensure the financial stability and viability of the Hospitals providing such services; and

**WHEREAS**, the City has an interest in promoting access to health care for its low-income and uninsured residents; and

**WHEREAS**, imposing assessments limited to the Hospital Properties to help fund the provision of healthcare services and the achievement of certain quality standards by the Hospitals to residents of the City is a valid public purpose that benefits the health, safety, and welfare of the citizens of the City; and

**WHEREAS**, the Hospitals are important contributors to the City's overall economy, and the financial benefit to the Hospitals directly and specifically supports their mission, as well as their ability to grow, expand, and maintain their facilities in concert with the population growth in the jurisdiction of the City; and

**WHEREAS**, the Council finds the assessments will enhance the Hospitals' ability to grow, expand, maintain, improve, and increase the value of their properties and facilities under all present circumstances and those of the foreseeable future; and

**WHEREAS**, the City is proposing properly apportioned assessments by which all Hospital Properties will be assessed a uniform amount that is compliant with 42 C.F.R. § 433.68(d); and

**WHEREAS,** only Hospital Properties shall be subject to the special assessments imposed hereunder; and

**WHEREAS**, the Council desires to enact this Ordinance to authorize the City to levy uniform non-ad valorem special assessments pursuant to the procedure described herein, which assessments shall be fairly and reasonably apportioned among the Hospital Properties within the City's jurisdictional limits,

to establish and maintain a system of funding for IGTs to support the non-federal share of Medicaid payments, thus directly and specially benefitting such Hospital Properties; and

**WHEREAS,** such action is in the best interest of the City and serves both a City and a public purpose.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:**

**DIVISION 1**. Chapter 66 of the City of Bradenton, Florida Code of Ordinances, is hereby amended, by adding a new Article VI, as follows:

Sec. 66-207. - Title.

This Article VI shall be known and may be cited as the "City of Bradenton Local Provider Participation Fund Ordinance."

Sec. 66-208. - Authority.

This Ordinance is enacted pursuant to Article VIII, Section 2(b) of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Municipal Charter of the City, 42 C.F.R. § 433.68, and other applicable provisions of law. The Council is hereby authorized to impose annual special assessments against Assessed Properties to fund the non-federal share of Medicaid managed care and other Medicaid payments associated with Local Services.

Sec. 66-209. - Purpose.

The Assessments authorized by this Ordinance shall be imposed, levied, collected, and enforced against Assessed Properties. Proceeds from the Assessments shall be used to benefit Assessed Properties through enhanced Medicaid managed care and other Medicaid payments for Local Services. When imposed, the Assessments shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, City, district, or municipal taxes and other non-ad valorem assessments. Failure to pay the Assessments may result in foreclosure proceedings and loss of title. The Assessments shall be computed and assessed only in the manner provided in this Ordinance.

Sec. 66-210. - Alternative Method.

This Ordinance shall be deemed to provide an additional and alternative method, as specified in § 197.3631, Fla. Stat., for the assessment and collection of the non-ad valorem special assessments described herein. The Ordinance shall be regarded as supplemental and additional to powers conferred by other laws and shall not be regarded as in derogation of any powers now existing, or which may exist in the future. This Ordinance, being necessary for the health, safety, and welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

Sec. 66-211. - Definitions.

When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly requires otherwise:

*Assessed Property* means the real property in the City to which a Hospital holds a right of possession and right of use through an ownership or leasehold interest, thus making the property subject to the Assessments.

*Assessments* means non-ad valorem special assessments imposed by the City against Assessed Property to fund the non-federal share of supplemental payments that will benefit hospitals providing Local Services.

*Assessment Coordinator* means the City Administrator as the person appointed to administer the Assessments imposed pursuant to this Article, or such person's designee.

*Assessment Resolution* means the resolution described in Section 66-215 hereof.

*City* means the City of Bradenton, Florida.

*Council* means the City Council of the City of Bradenton, Florida.

*Fiscal Year* means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

*Hospital* means a private for-profit or not-for-profit hospital that provides inpatient hospital services.

*Local Provider Participation Fund* means the Bradenton Local Provider Participation Fund created under Section 66-213 of this Ordinance.

*Local Services* means the provision of health care services to Medicaid, indigent, and uninsured members of the City of Bradenton community and surrounding area.

*Non-Ad Valorem Assessment Roll* or *Assessment Roll* means the special assessment roll prepared by the City for the Assessments imposed hereunder.

*Ordinance* means this Ordinance, the City of Bradenton Local Provider Participation Fund Ordinance.

*Tax Collector* means the City of Bradenton, Florida Tax Collector.

Sec. 66-212. - Interpretation.

Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Article. The term "hereafter" means after, and the term "heretofore" means before the effective date of the Ordinance.

Sec. 66-213. - Scope of Assessment.

Pursuant to § 166.021, Fla. Stat., the Council is hereby authorized to create non-ad valorem special assessments that shall be imposed, levied, collected, and enforced against Assessed Property to fund the non-federal share of supplemental payments benefitting Assessed Properties providing Local Services in the City. There is hereby created a separate, earmarked fund called the "Bradenton Local Provider Participation Fund." Funds generated as a result of the Assessments shall be held in such fund and shall be available to be used only to (1) provide to the Florida Agency for Health Care Administration the non-federal share for supplemental payments to be made directly or indirectly in support of Hospitals serving Medicaid, low income, and uninsured patients and (2) reimburse the City for administrative costs associated with the development, implementation and administration of the Assessments authorized by this Ordinance, as further specified in the Assessment Resolution.

The Assessments shall be broad based, and the amount of the Assessments must be uniformly imposed on each Assessed Property. In accordance with 42 U.S.C. §1396b(w), the Assessments may not hold harmless any Hospital. As set forth in Section 66-209, the Assessments shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, county,

city, district, or municipal taxes and other non-ad valorem assessments. In addition to other remedies available at law or equity, the enforcement of the aforesaid Assessments shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax enforcement procedures afforded to the official annual real property tax notice.

The Assessments shall be imposed, levied, collected, and enforced against only Assessed Properties, and the Assessment Resolution shall provide that the City's administrative costs incurred in developing, implementing, administering and collecting the Assessments shall be reimbursed from the collected amounts. Such administrative costs shall not exceed $150,000 or as otherwise provided in the Assessment Resolution. Any reasonable expenses the City incurs with respect to the Assessments, including any attorney's fees incurred as a result of contracting with an attorney to represent the City in defending any challenges to the Assessments or this Ordinance or seeking and enforcing the collection of delinquent Assessments, are not subject to the limitation on administrative costs.

The releases contemplated by Section 66-227 shall include an acknowledgement by the Hospitals that are the subject of this Ordinance that the Assessments will not result in any additional pecuniary obligation on the City, the City Council or City residents, and that, notwithstanding Section 66-213 hereof, administrative fees collected by the City through the Assessments, including, if necessary, amounts in excess of the otherwise applicable limit contained in Section 66-213, may be used to cover the costs of administering the Assessments, including for expenses incurred in any original proceedings, appeals, or any proceeding before any administrative body or tribunal, and any and all costs and attorneys or expert fees associated with the defense of such claims, that arise in the event that the objectives and procedures of this Article are challenged by any person, entity, or government agency. The City may utilize any balance of funds in the Bradenton Local Provider Participation Fund, including funds which have rolled over from the prior Fiscal Year pursuant to Section 66-223 hereof, to cover such expenses.

Sec. 66-214. - Computation of Assessment.

The annual Assessments shall be specified for each Assessed Property in the Assessment Resolution contemplated by Section 66-215 hereof. The Council shall set the Assessments in amounts that in the aggregate will generate

sufficient revenue to fund the non-federal share of supplemental payments associated with Local Services to be funded by the Assessments.

The amount of the Assessments required of each Assessed Property may not exceed an amount that, when added to the amount of other hospital assessments levied by the state or local government, exceeds the maximum percent of the aggregate net patient revenue of all Assessed Hospitals in the City permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each Assessed Property will be derived from data contained in hospital cost reports and/or the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

Sec. 66-215. - Assessment Resolution.

The Council may adopt an Assessment Resolution for each Fiscal Year during which Assessments are to be imposed and collected. The Assessment Resolution may be adopted following the procedures described in Sections 66-215 through 66-219 hereof.

Prior to adoption of an Assessment Resolution for the first time levy of the Assessments against Assessed Property, the Assessment Coordinator shall have received the releases and indemnity required by Section 66-227 hereof.

The Assessment Resolution shall describe (a) the supplemental payments proposed for funding from proceeds of the Assessments; (b) the benefits to the Assessment Properties associated with the Assessments; (c) the methodology for computing the assessed amounts; (d) the annual amount assessed for each Assessed Property, and (e) the method of collection, including how and when the Assessments are to be paid.

Sec. 66-216. - Non-Ad Valorem Assessment Roll.

The Assessment Coordinator shall prepare, or direct the preparation of, the Non-Ad Valorem Assessment Roll, which shall contain the following:

a) The names and addresses of the Assessed Properties; and

b) The Assessment rates and amount of the Assessments to be imposed against each Assessed Property based on the Assessment Resolution.

The Non-Ad Valorem Assessment Roll shall be retained by the Assessment Coordinator and shall be open to public inspection. The foregoing shall not be

construed to require that the Assessment Roll be in printed form if the amount of the Assessments for Assessed Property can be determined by use of a computer terminal available to the public.

Sec. 66-217. - Notice by Publication.

The Assessment Coordinator shall publish once in a newspaper of general circulation within the City a notice stating that the Council, at a regular, adjourned, or special meeting on a certain day and hour, not earlier than 20 calendar days from such publication, will hear objections of all interested persons to approve the Assessments. Such notice shall include:

a) The Assessment rates;

b) The procedure for objecting to the Assessment rates;

c) The method by which the Assessments will be collected; and

d) A statement that the Non-Ad Valorem Special Assessment Roll is available for inspection at the Office of the Assessment Coordinator.

Sec. 66-218. - Notice by Mail.

In addition to the published notice required by Section 66-217, but only for the first fiscal year in which an Assessment is imposed by the Council against Assessed Properties, the Assessment Coordinator shall provide notice of the proposed Assessments by first class mail to the Assessed Properties. Such notice shall include:

a) The purpose of the Assessments;

b) The Assessment rates to be levied against each Assessed Property;

c) The unit of measurement used to determine the Assessments;

d) The total revenue to be collected by the City from the Assessments;

e) A statement that failure to pay the Assessments will cause a tax certificate to be issued against the property or foreclosure proceedings, either of which may result in a loss of title to the property;

f) A statement that all affected and/or interested parties have a right to appear at the hearing and to file written objections with the Council within 20 days of the notice; and

g) The date, time, and place of the hearing.

Notice shall be mailed at least 20 calendar days prior to the hearing to each Assessed Property at such address as is shown on the Assessment Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The Assessment Coordinator may provide proof of such notice by affidavit. Failure of the Assessed Property to receive such notice, because of mistake or inadvertence, shall not affect the validity of the Assessment Roll or release or discharge any obligation for payment of the Assessments imposed by the Council pursuant to this Article.

Sec. 66-219. - Adoption of Assessment Resolution and Non-Ad Valorem Assessment Roll.

At the time named in the notice, the Council shall receive and consider public comment and any written objections from the Hospitals subject to the Assessment. All such objections to the Assessment Resolution and Non-Ad Valorem Assessment Roll shall be made in writing and filed with the Assessment Coordinator at or before the time or adjourned time of such hearing. At the date and time named in the notice, the Council may adopt the Assessment Resolution and Non-Ad Valorem Assessment Roll which shall:

a) Set the rates of the Assessments to be imposed;

b) Approve the Non-Ad Valorem Assessment Roll, with such amendments as it deems just and right; and

c) Affirm the method of collection and direct the Assessment Coordinator to facilitate collection of the Assessment.

Federal regulations currently require the assessment of all Hospitals in the City as a condition for eligibility for federal matching funds. Notwithstanding anything herein to the contrary, in the event that one or more Hospitals object to imposition of the Assessments for the forthcoming Fiscal Year, then the Council may determine, it its sole discretion, not to adopt an Assessment Resolution for such year in which case no Assessments shall be levied, imposed or collected for such year.

Sec. 66-220. - Revisions to the Assessment Roll.

The Council may revise the Non-Ad Valorem Assessment Roll one or more times during the Fiscal Year to modify the Assessment rates through the

adoption of an additional Assessment Resolution, following the procedures described in Sections 66-215 through 66-219.

Sec. 66-221. - Effect of the Assessment Resolution.

The adoption of an Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and Assessments, the Assessment rates, the initial rates of Assessment, the Non-Ad Valorem Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Assessment Resolution.

Sec. 66-222. - Method of Collection.

Unless determined otherwise by the Council in the Assessment Resolution, the Assessments shall be collected by direct billing the owners of Assessed Property as follows:

a) The Assessment Coordinator shall provide Assessment bills by first class mail to each Hospital. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessments, (2) a description of the calculation method used to determine the amount of the Assessments, (3) the total amounts of the parcel's Assessments for the appropriate period, (4) the location at which payment will be accepted, (5) the date on which the Assessments are due, and (6) a statement that the Assessments constitute a lien against assessed property equal in rank and dignity with the liens of all state, City, district or municipal taxes and other non-ad valorem assessments.

b) The City shall have the right to appoint or retain an agent to foreclose and collect all delinquent Assessments in the manner provided by law. An Assessment shall become delinquent if it is not paid within thirty (30) calendar days from the due date. The City or its agent shall notify any Hospital which is delinquent in payment of an Assessment within sixty (60) calendar days from the date such Assessment was due. Such notice shall state in effect that the City or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.

c) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Hospitals whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

d) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected by any method authorized by law including but not limited to the Uniform Assessment Collection Act; provided however, that in the event the Uniform Assessment Collection Act is used, (1) notice shall be provided to the owner in the manner required by law and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll to the Tax Collector.

Sec. 66-223. – Roll Over of Funds.

If, at the end of the Fiscal Year, additional amounts remain in the Bradenton Local Provider Participation Fund, such amounts shall roll over in the account for use in the next Fiscal Year by the City for authorized purposes, including payment of the City's administrative expenses, as provided in Section 66-213 hereof.

Sec. 66-224. - Responsibility for Enforcement.

The City and its agent, if any, shall maintain the duty to enforce the prompt collection of the Assessments by the means provided herein. The duties related to collection of assessments may be enforced at the suit of any holder

of obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Sec. 66-225. - Correction of Errors and Omissions.

No act of error or omission on the part of the Property Appraiser, Tax Collector, Assessment Coordinator, Council, or their deputies or employees shall operate to release or discharge any obligation for payment of the Assessments imposed by the Council under the provision of this Article.

Sec. 66-226. - Limitations on Surcharges.

Payments made by Assessed Properties under this article may not be passed along to patients of the Assessed Property as a surcharge or as any other form of additional patient charge.

Sec. 66-227. – Release and Indemnification.

The Hospitals whose Assessed Properties are subject to the Assessments imposed pursuant to this Ordinance have requested or expressed support for adoption of this Ordinance and have given assurances to the City that the objectives and procedures addressed in this Ordinance are proper and lawful. Accordingly, each such Hospital shall, as a prerequisite for the City imposing Assessments hereunder, forever release the City and its officers, employees, agents and instrumentalities from any and all liability relating to the Assessments.

As an additional prerequisite for the City imposing Assessments hereunder, Hospitals liable for at least fifty-one (51%) of the total Assessment amount for the forthcoming Fiscal Year, or such other percentage as may be determined by the Council in an annual Assessment Resolution, shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses, disallowances, or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of any claims, demands, suits, causes of actions or administrative proceedings of any kind or nature arising out of or relating to the Assessments; provided, however, the entirety of any such liability, losses, disallowances or damages shall be prorated amongst all the Hospitals which provided the indemnification according to their respective share of the total amount of the Assessment applicable to such Hospitals.

To the extent that a Hospital is a public instrumentality entitled to the protections afforded by Section 768.28, Florida Statutes, the release and indemnification shall not be construed as a waiver of sovereign immunity beyond the waiver provided in such release and indemnification. The release and indemnification shall be in a form approved by the Assessment Coordinator and submitted to the Assessment Coordinator within the timeframe set forth in Section 66-215 of this Ordinance.

**DIVISION 2. APPLICABILITY.**

It is hereby intended that this Ordinance shall constitute a uniform law applicable in all areas of City of Bradenton where there is no existing conflict of law or municipal ordinance.

**DIVISION 3. SEVERABILITY.**

If any portion of this Ordinance is held invalid or declared to be unconstitutional, inoperative, or void by any court of competent jurisdiction, such holdings shall not affect the validity of the remainder of this Ordinance.

**DIVISION 4. RESOLUTION OF CONFLICT OF LAWS.**

In all instances where Florida law, as evidenced by the Florida Administrative Code, Florida Statutes, applicable case law or otherwise, mandates standards or requirements that are stricter than the provisions of this Ordinance, or where a matter is addressed by Florida law that is not addressed by this Ordinance, then said law shall govern. In situations where this Ordinance addresses a matter in a manner that is stricter than that of Florida law, the provisions of this Ordinance shall control.

**DIVISION 5. INCLUSION IN THE CITY OF BRADENTON CODE OF ORDINANCES.**

The provisions of this Ordinance shall be included and incorporated in the City of Bradenton Code of Ordinances, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the City of Bradenton Code of Ordinances, once established.

**DIVISION 6. EFFECTIVE DATE.**

This Ordinance shall become effective upon adoption.

**PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MAY, 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:

_____

Scott Rudacille
CITY ATTORNEY

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| 1st Reading | May 8, 2024 |
| Advertising | May 10, 2024 |
| 2nd Reading and Public Hearing | May 22, 2024 |