AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, January 24, 2024
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Pastor Troy Masterson with Bible Baptist Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

a) Planning & Community Development: City of Bradenton Vision Update by Stantec
Presentation to City Council

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) Administrative Services: Sick Leave Award Approval for 2023
Resolution 20-6
b) Clerk: Minutes from the January 10, 2024 City Council Meeting
1-10-2024 City Council Meeting Minutes
c) Community Redevelopment Agency: Resolution 24-09 - 1705 Manatee Avenue West
Resolution 24-09
d) Event Review Committee: Bradenton Alive St. Patrick's Day Celebration
St. Patrick's Day Application and Site Plan
e) Event Review Committee: Fire Charity Fishing Tournaments and Festival
Fire Charity Fishing Tournament and Festival Application and Site Plan

f) Event Review Committee: Hernando de Soto Historical Society Dignitary Reception
De Soto Dignitary Reception Application and Site Plan

g) Legislative: Resolution 24-05 - Fire Pension Board Appointment
Resolution 24-05

h) Legislative: Resolution 24-06 - Fire Pension Board Appointment
Resolution 24-06

i) Legislative: Resolution 24-07 - Police Pension Board Appointment
Resolution 24-07

j) Legislative: Resolution 24-08 - Police Pension Board Appointment
Resolution 24-08

k) Police: Forfeiture Funds Expenditure - Red Dot Optic Firearm Purchase
Red Dot Systems Memo

l) Purchasing: Contract with NDC for Construction Manager at Risk (CMAR) Services
CMAR Contract with NDC Construction

m) City Administration: Interlocal Agreement with Manatee County
Interlocal Agreement with Manatee County

n) Clerk: Minutes from the December 13, 2023 City Council Meeting
12-13-2023 City Council Meeting Minutes

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

ADMINISTRATION OF THE OATH

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

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

PDP.23.4841 - Presentation

PDP.23.4841 - Staff Report

12-20-2023 Planning Commission Draft Minutes

b) Planning & Community Development: **Quasi-Judicial:** FINAL ORDER APPROVING PRELIMINARY SUBDIVISION PLAT SU.23.4843 - PUBLIC HEARING

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON APPROVING A PRELIMINARY SUBDIVIDSION PLAT NO. SP.23.4843 FOR A SUBDIVISION PLAT IN A PLANNED DEVELOPMENT PROJECT (PDP) ZONING DISTRICT FOR A +/- 12.19 ACRE PARCEL LOCATED AT 1201 27TH STREET EAST AND 2906 11TH AVENUE EAST, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Case SU.23.4843 - Final Order

Case SU.23.4843 - Application

Case SU.23.4843 - Staff Report

Case SU.23.4843 - School Report

Case SU.23.4843 - Presentation

Planning Commission Draft Minutes 12/20/2023

c) Planning & Community Development: ORDINANCE 4024 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 15-FOOT ALLEY AS SHOWN ON LOT 5, BLOCK C, GRAHAM'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF 8TH AVENUE EAST AND WEST OF 12TH STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4024

RV.23.4299 - Application

RV.23.4299 - Staff Report

RV.23.4299 - Presentation

12-20-2023 Planning Commission Minutes

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

Ordinance 4029
Central CRA Redevelopment Plan

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

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

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. 4.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Tamara Melton, Planning & Community Development

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: City of Bradenton Vision Update by Stantec

SUGGESTED ACTION: None

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A progress report on the City's visioning process will be given by Matt Lewis, Senior Associate at Stantec.

SUGGESTED MOTION:
None

ATTACHMENTS:
Presentation to City Council

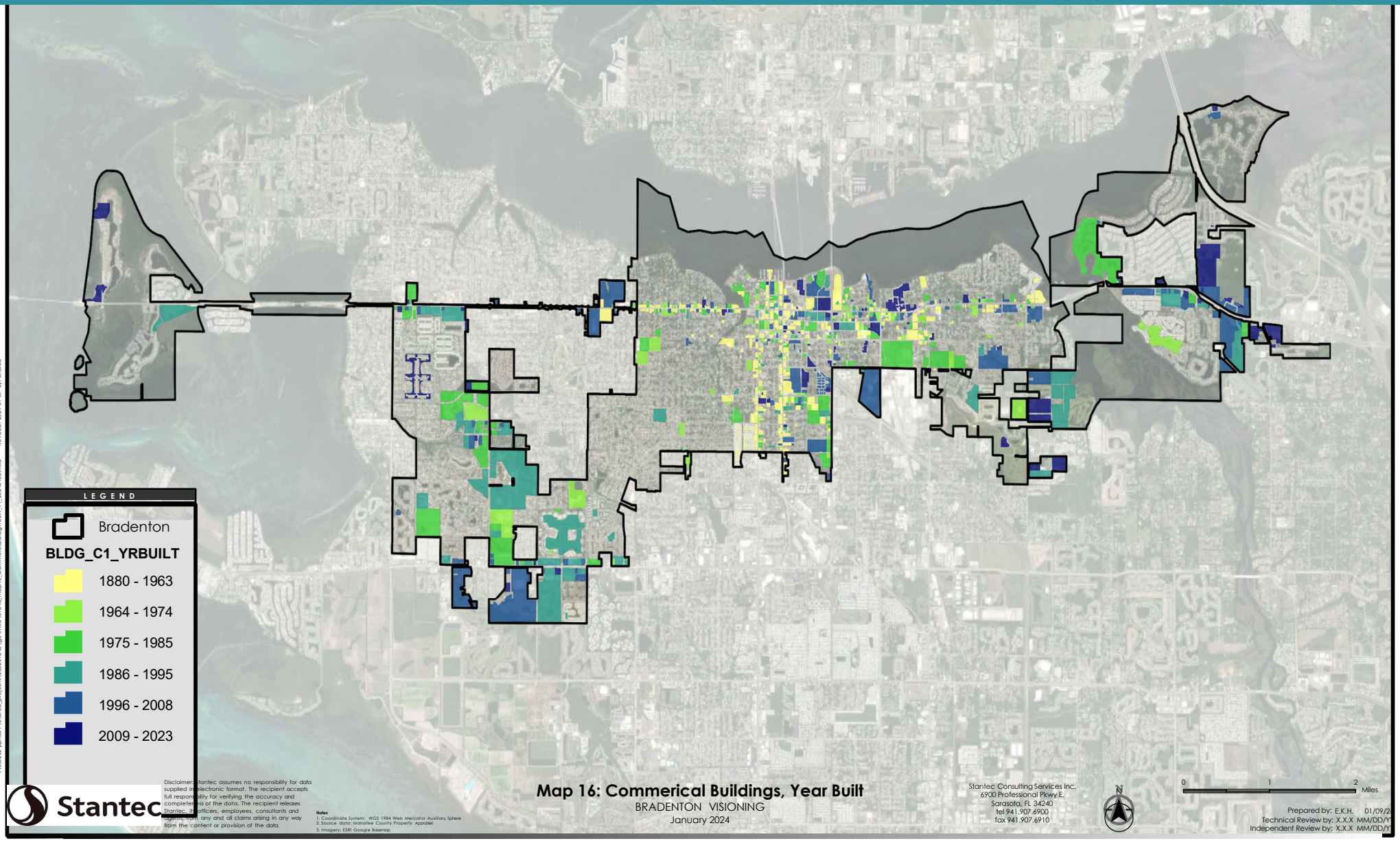


City of Bradenton Vision

City Council

January 24, 2024

Bradenton Now



The Process



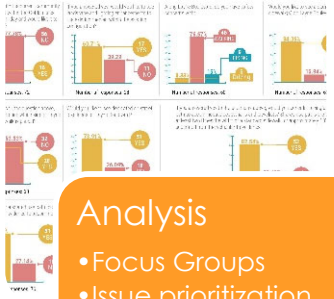
Orientation

- Steering Committee
- Stakeholder Groups
- Planning Commission
- City Council



Outreach

- Kick Off Meetings
- Public Market
- Survey
- Targeted Outreach



Analysis

- Focus Groups
- Issue prioritization
- Playbook



Acceptance

- Council Presentation
- Next steps

Steering Committee

- Rob Perry - Administrator
- Corey Fortin – Administration
- Lance Williams - COO
- Nilsa Taylor – Administrative Services
- Robin Singer – PCD Director
- Greg DeLong – Asst. PCD Director
- Kim Clayback – City Engineer
- Scott Rudacille – City Attorney
- Kurt Landefeld - EDC
- Jeff Burton – CRA Director
- Sharon Hillstrom - EDC



Stakeholders - Business

Chamber of Commerce	Jacki Dezelski
Chamber of Commerce	Nzinga Barnette
Chamber of Economic Development Cmte	Ben Bakker
Economic Development Corporation	Sharon Hillstrom
Tarpon Pointe	Richard Tibbetts
Bank of America	Gregory Banach
Pullen Investment	Tyler Pullen
Morgan Stanley	John Vita
Bank of the Ozarks (Bank OZK)	Kerry Ward
Boyd Realty	Brenda May Boyd
Carr, Riggs and Ingram	Byron Shinn
Carr, Riggs and Ingram	Garrett Shinn
Central Café	Marsha and Nate Forrest
LyteWorks	John and JoJo Bradshaw
Fawley Bryant Architecture	Stu Henderson
Vogler Ashton, PLLC Attorneys At Law	Ed Vogler
Grimes Galvano P.L, Attorneys At Law	Caleb Grimes
Grimes Galvano P.L, Attorneys At Law	Bill Galvano

Mike Carter Construction	Mike Carter
Air & Energy	Stewart Moon
Pittsburgh Pirates	Ray Morris
Motorworks Brewing	Frank and Denise Tschida
Three Keys Brewing	Gabe Schmitz and ina Yeung
Tourist Development Council	Leanne Keeling
Manatee Memorial Hospital	Tom McDougal
Manatee Memorial Hospital	Brian Guracharri
Bradenton Cardiology	Bruce Lipskind
ENT Associates	Brian Hoban
Bradenton Ophthalmology	Dan Pope
Sunz Insurance	Steve Herrig
Roy's Automotive	Roy Winterbottom
Benderson Development, LLC	Randy Benderson
Tropicana	Mabi Ramirez
Main St. Merchants	
Cottonmouth Southern Soul Kitchen	Dave Shiplett

Stakeholders – Non Profit

Kiwanis Club	Mike Bear
Realize Bradenton	Karen Corbin
Realize Bradenton	Andrea Knies
Manatee Community Foundation	Veronica Thames
Manatee Community Foundation	Simone Peterson
Manatee Education Foundation	Mary Glass
Manatee Education Foundation	Susan DeWitt
Keep Manatee Beautiful	Jennifer Hoffman
First Presbyterian Church	Rev Dino Rustin
Law (Maybe Non-Profit?)	Stephen Thompson
Manatee County (Government)	Nicole Knapp
Art Center Manatee	Carla Nierman
Reflections of Manatee	Nashid Madyun
DeSoto Historical Society	Dennis Romano
The Dream Center	Gregg Ellery
Turning Points	Kathleen Cramer
Salvation Army	Thomas & Jennifer Richmond

Survey Questions: Use of the City

- Do you live within the City of Bradenton?
  - Yes
    - What is your zip code
  - No
  - I'm not sure if my home is within the city limits
- Do you work within the City of Bradenton?
  - Yes
  - No
  - I'm not sure if my workplace is within the city limits
- Where or what areas do you generally shop or play (dining, entertainment, leisure, and recreation)? These do not need to be in the city.
- Do you generally attend any of the city-permitted events within the City of Bradenton?
  - (Select all that apply)

Survey Questions: Likes and Concerns

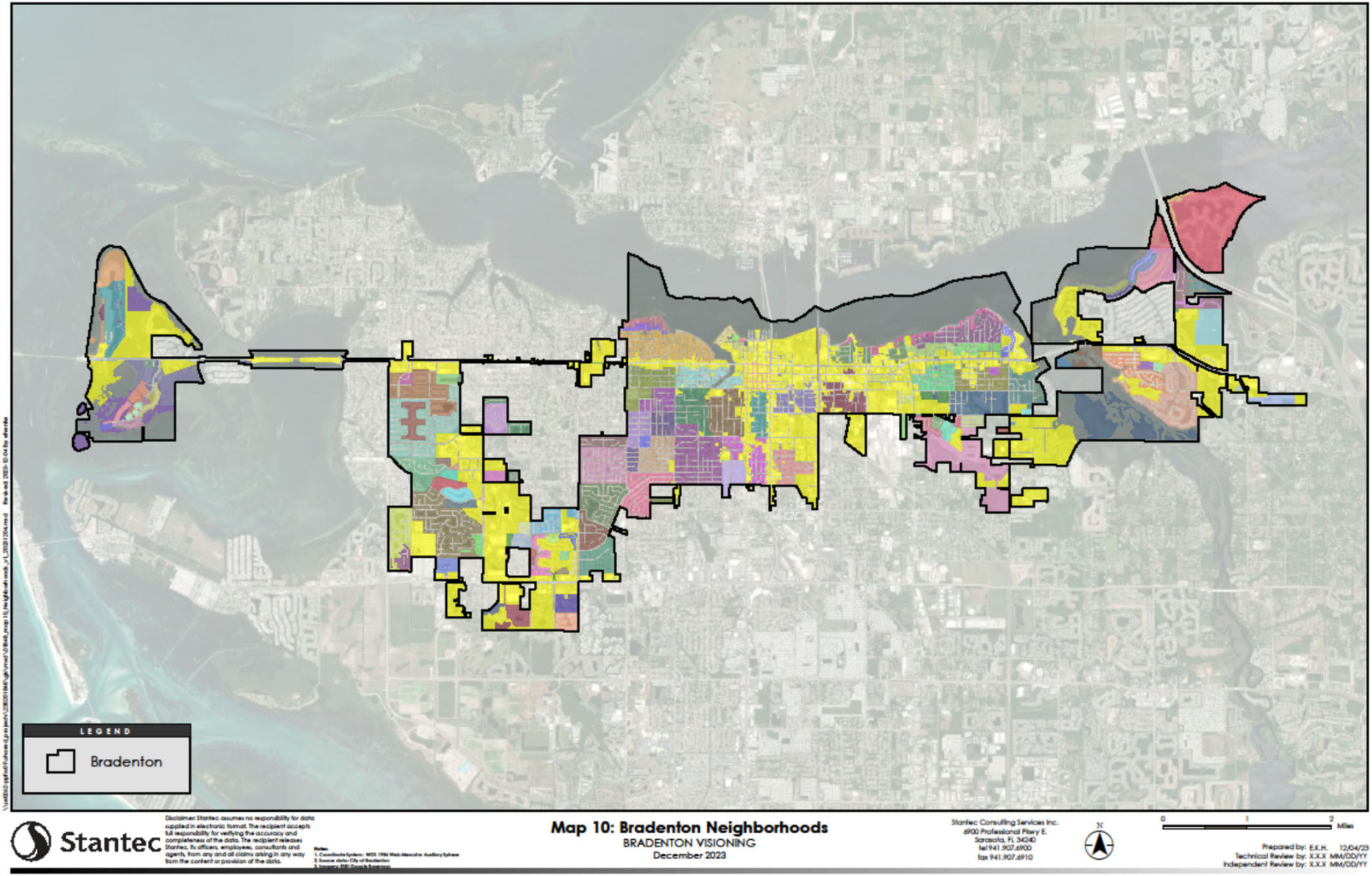
- In your opinion, what are the three things you like most about the city?
- If there are specific reasons you chose your neighborhood, please share?
- In your opinion, are there specific areas within the city that should be improved in some way soon? If so, please describe.
  - No
  - Yes
    - Please describe.

- In your opinion, what are the biggest long-term issues or challenges facing the city that the City Council and Administration should be focused on?
- Are there specific things within your neighborhood you would like to see improved?
  - No
  - Yes
    - Which neighborhood do you live in?
    - What improvements would you specifically like to see?

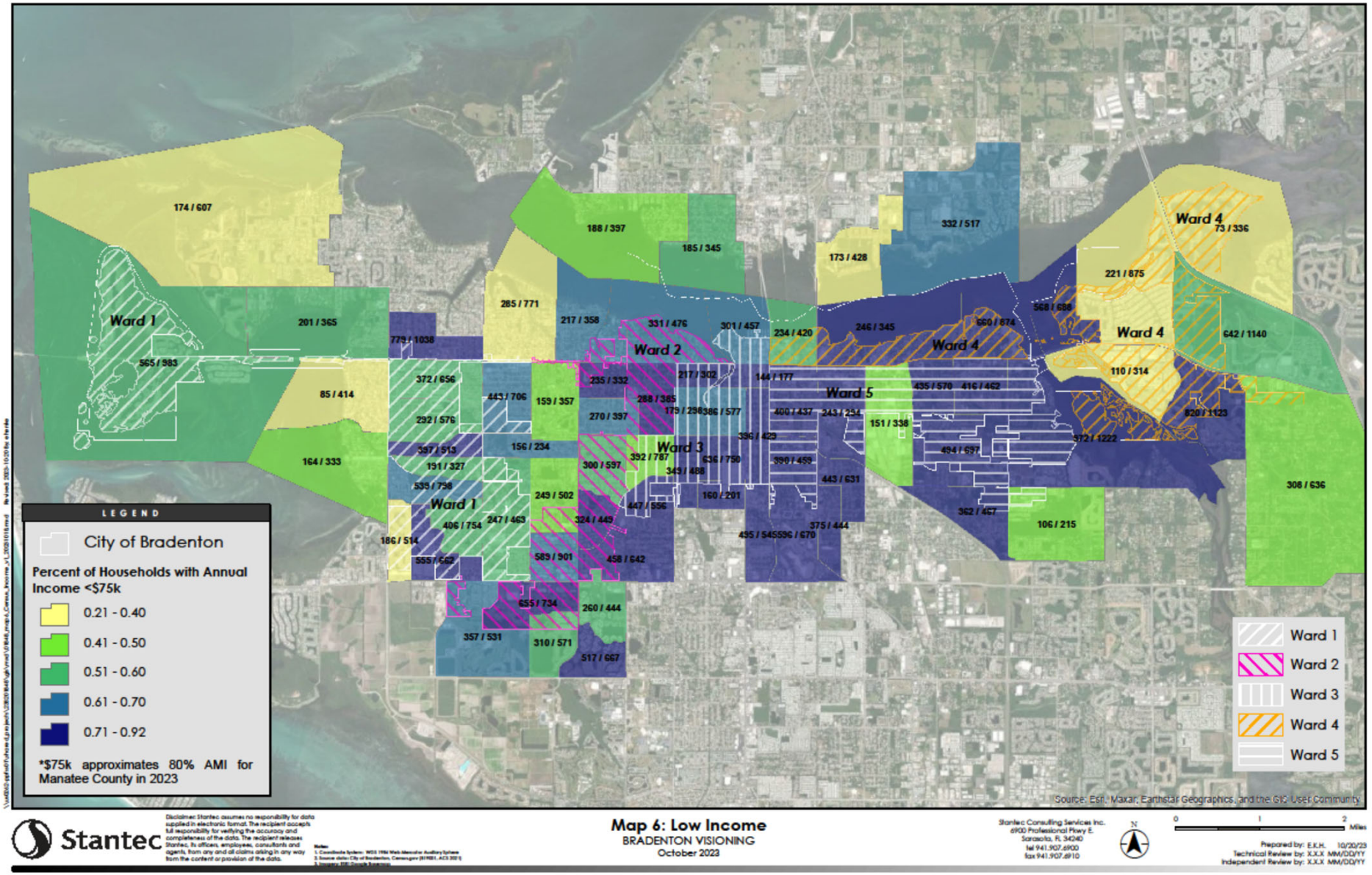
Survey Questions: Population Coverage

- Do you live in the City full-time or seasonally?
- How long have you been a city resident?
  - 3 years or less *(this coincides with the most significant start of the pandemic migration)*
  - 4 to 10 years
  - 11 to 20 years
  - 21 or more years
- What best describes your household?
  - Single adult without children at home
  - Single adult with a child / children under 18 residing at home
  - Married or partnered couple without children at home
  - Married or partnered couple with a child / children under 18 residing at home
  - Single adults living together that are neither married nor partnered (roommates)
  - Other living arrangement
- What general age range best describes you?
  - 18 to 29
  - 30 to 44
  - 45 to 64
  - 65 to 80
  - 81 +
- What best describes your total annual household income?
  - Under $25,000
  - $26,000 to $50,000
  - $51,000 to $75,000
  - $76,000 to $100,000
  - $101,000 to $150,000
  - $151,000 to $250,000
  - $251,000 +
- *What is your zip code*

Targeted Outreach



Target Outreach



Active Neighborhood Associations

- The Links of Pinebrook
- Fairways of Pinebrook
- Fairways 2 of Pinebrook
- Pinebrook
- Villas of Pinebrook
- Greens of Pinebrook
- Arbors at Pinebrook
- Village Green Homeowners
- Village Green Section 1
- Village Green Section 2
- Village Green Section 3
- Village Green Section 4
- Village Green Section 5
- Village Green Section 6
- Village Green Section 7
- Village Green Section 8
- Village Greeen Section 9
- Village Green Section 10
- Village Green Section 11
- Village Green Section 12
- Village Green Master
- Amberly Villas
- Lakeside South
- Palma Sola Trace Board
- Morningside
- Arbor Oaks
- Heritage Village West
- Cambridge Village West
- Highland Lakes
- Meadowcroft North
- Seabreeze Mobile Estates
- Courtyard Square
- Village West
- Cordova Lakes
- Cordova Villas
- Braden Castle
- Braden River Isles
- Harbor Isle Marina
- Dream Center 13th Ave
- Olde Westerfield Park
- Magnolia Chain
- Mirabella Neighborhood
- Tidewater Preserve
- Tidewater Preserve
- Iron Woods
- Perico Island
- Freedom Village

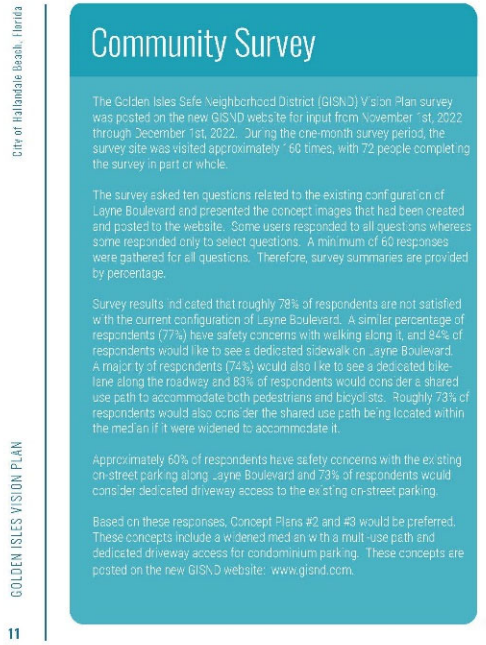
Analysis:
Focus Groups

- Difficult Subjects
- Staff and Experts
- Input to the playbook



Analysis: Playbook

- Survey Results
- Next Steps
- Timelines
- Relative Importance, Cost & Order


City of Hallandale Beach, Florida

Community Survey

The Golden Isles Safe Neighborhood District (GISND) Vision Plan survey was posted on the new GISND website for input from November 1st, 2022 through December 1st, 2022. During the one-month survey period, the survey site was visited approximately 160 times, with 72 people completing the survey in part or whole.

The survey asked ten questions related to the existing configuration of Layne Boulevard and presented the concept images that had been created and posted to the website. Some users responded to all questions whereas some responded only to select questions. A minimum of 60 responses were gathered for all questions. Therefore, survey summaries are provided by percentage.

Survey results indicated that roughly 78% of respondents are not satisfied with the current configuration of Layne Boulevard. A similar percentage of respondents (77%) have safety concerns with walking along it, and 84% of respondents would like to see a dedicated sidewalk on Layne Boulevard. A majority of respondents (74%) would also like to see a dedicated bike-lane along the roadway and 83% of respondents would consider a shared use path to accommodate both pedestrians and bicyclists. Roughly 73% of respondents would also consider the shared use path being located within the median if it were widened to accommodate it.

Approximately 60% of respondents have safety concerns with the existing on-street parking along Layne Boulevard and 73% of respondents would consider dedicated driveway access to the existing on-street parking.

Based on these responses, Concept Plans #2 and #3 would be preferred. These concepts include a widened median with a multi-use path and dedicated driveway access for condominium parking. These concepts are posted on the new GISND website: www.gisnd.com.

GOLDEN ISLES VISION PLAN

11





Stantec

bradenton
The Friendly City

City Council
January 24, 2024

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Nilsa Taylor, Administrative Services

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Sick Leave Award Approval for 2023

SUGGESTED ACTION: Approve request to payout 25% of unused sick time accrued during the 2023 calendar year.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Sick Leave Award Program is granted to regular full-time employees who have worked longer than one year. Eligible employees may elect to transfer unused sick leave accrued during the year to vacation leave or leave those hours to accrue on their sick leave balance or opt for a cash payout. Employees accrue 3.7 hours per pay (96.02 hour per year); 25% is 24.05 hours. Beginning in January 2020, the City Administrator will determine, on an annual basis, if funds are available to pay this award. This program will be addressed annually by City Council for a final decision.

FINANCIAL IMPACT:
Approximately $150,333.84.

ATTORNEY REVIEW/RECOMMENDATION:
Per Resolution 20-6 dated February 12, 2020.

SUGGESTED MOTION:
Approve request to payout 25% of unused sick time accrued during the year.

ATTACHMENTS:

Resolution 20-6

CITY OF BRADENTON

RESOLUTION NUMBER 20-6

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, REVISING THE CITY OF BRADENTON EMPLOYEE HANDBOOK SECTION ENTITLED "SICK LEAVE AWARD PROGRAM" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bradenton has an Employee Handbook which addresses the City's employment policies and practices; and

WHEREAS, per current Section 5.6 of the above-mentioned Handbook, the City offers a "Sick Leave Award Program;" and

WHEREAS, said program was revised via Resolution 18-71 on October 3, 2018; and

WHEREAS, following discussion and Council approval at the January 8, 2020 City Council meeting, the City again desires to revise this program; and

WHEREAS, the City desires to adopt this resolution and revised policy (attached) to memorialize the change to said program;

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

1. The City of Bradenton Employee Handbook Section 5.6 entitled "Sick Leave Award Program" is hereby revised to address this additional option: Eligible employees may elect to be paid twenty-five percent (25%) of their unused sick leave accrued during the calendar year upon funding determination made annually by the City Administrator and approved by City Council. The authorized signers on such accounts are as follows:

2. The revised "Sick Leave Award Program" Section 5.6 is attached in its entirety as Page Two (2) of this resolution.

3. This revised policy took effect upon Council approval on January 8, 2020.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 12TH DAY OF FEBRUARY, 2020.

ATTEST:

Sharon Beauchamp
CITY CLERK & TREASURER

Wayne H. Poston
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5.6 Sick Leave Award Programs

The Sick Leave Award Program will be granted to regular **full-time** employees who have worked longer than one (1) year measured by calendar year. Eligible employees may elect to transfer twenty-five percent (25%) of their unused sick leave accrued during the calendar year to annual vacation leave, or leave those hours to accrue on their sick leave balance. Beginning in January 2020, the City Administrator (or assigns) will determine, on an annual basis, if funds are available to pay this award. If funding is available, in addition to the options listed above, eligible employees may elect to be paid twenty-five percent (25%) of their unused sick leave accrued during the calendar year. This program will be addressed annually by City Council for a final decision prior to the date of payment. The sick-to-vacation balance transfer, or payment, will be made in January of the following calendar year in which they are earned.

Sick leave used in conjunction with FMLA will be counted as used sick leave. Sick leave received as a donation will be counted as used sick leave (an employee may not earn a sick leave bonus on hours that were donated to him/her.) Only the remaining hours of sick leave not transferred will be carried over to any prior sick leave accrual. In the event an employee terminates voluntarily or involuntarily, the sick leave award is only payable on the above-stated date, with no further credit upon employee termination.

Upon separation from the City, employees shall lose all claims to any unused sick leave that has been accumulated, and shall not be entitled to any terminal leave. However, any employee meeting **normal** age and/or service requirement qualifications, and **retiring** from the City of Bradenton under a bona fide City of Bradenton-sponsored pension plan, or those employees retiring under **disability** retirement, shall be paid in a lump sum one-half (1/2) of their accumulated sick leave at the date of such retirement. **Normal** retirement requirement qualifications are defined as employees meeting retirement through required age and/or service years, and/or employees retiring under disability retirement. "Normal" retirement shall **exclude** "early" retirement with reduced or frozen benefits. All sick leave that is eligible for this program must be earned by the retiring employee, and will not include donated time.

Certified and/or sworn personnel of the Police and Fire Departments should refer to their respective contracts for additional details regarding the Sick Leave Award Program.

SUMMARY OF ACTIONS
BRADENTON CITY COUNCIL MEETING

8:30 a.m. January 8, 2020
City Hall Council Chambers, 101 Old Main Street

The City Council meeting was called to order by Mayor Wayne Poston at 8:31 a.m.

PRESENTATIONS

- City Flag Presentation

A motion was made by Councilman Gene Gallo and seconded by Councilman Gene Brown to approve Resolution 20-3, accepting a new city flag as presented. Motion passed 4-0; Councilman Patrick Roff was absent from the meeting.

CONSENT AGENDA

a) Budget Adjustment: 8th Avenue Sanitary Sewer Extension Project
b) Minutes: December 18, 2019
c) Piggyback Agreement: Mader Electric, Inc.
d) Piggyback Agreement: John Mader Enterprises, Inc.
e) Piggyback Agreement: Waterfront Property Services, LLC.
f) Resolution 20-4: Mileage Rate Reimbursement for 2020
g) Tree Mitigation Fund Request

A motion was made by Councilman Brown and seconded by Councilman Gallo to approve the consent agenda, items a-g. Motion passed 4-0; Councilman Roff was absent.

COUNCIL REPORTS

A motion was made by Councilman Brown and seconded by Councilman Harold Byrd to name Councilman Gallo as Vice Mayor for 2020. Motion passed 4-0; Councilman Roff was absent.

DEPARTMENT HEAD REPORTS

A motion was made by Councilman Brown and seconded by Councilman Bill Sanders to authorize the city to reinstate an option to employee benefits whereby city employees can convert one-quarter of unused sick time earned annually to a cash payout. (Other options are keeping unused time in sick bank or transferring it to vacation time.) Motion passed 4-0; Councilman Roff was absent.

The City Council meeting was adjourned by Mayor Poston at 9:03 a.m.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the January 10, 2024 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the January 10, 2024 City Council meeting.

SUGGESTED MOTION:
Motion to approve the minutes from the January 10, 2024 City Council meeting.

ATTACHMENTS:
1-10-2024 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

January 10, 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, January 10, 2024.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Councilwoman 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; Dean Jones, Acting Public Works and Utilities Director; 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 Don Sturiano with Kingdom Life Christian Church.

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

PROCLAMATIONS: None.

PRESENTATIONS: None.

CITIZEN COMMENTS: None.

ELECTION OF VICE MAYOR:

MOTION TO NOMINATE COUNCILWOMAN BARNEBEY AS VICE MAYOR FOR 2024 was made by Councilwoman Kocher and seconded by Councilwoman Coachman. The motion passed 5-0.

APPOINTMENT OF CRA BOARD CHAIR AND VICE CHAIR:

MOTION TO RETAIN COUNCILMAN CRAMER AS THE CRA BOARD CHAIR AND NOMINATE COUNCILWOMAN KOCHER AS THE CRA BOARD VICE CHAIR was made by Vice Mayor Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

CONSENT AGENDA:

a) City Administration: Agreement between the City of Bradenton and Bradenton Economic Development Corporation
b) City Administration: Federally Funded Sub-Award & Grant Agreement for DR-4734 - Hurricane Idalia
c) City Administration: Resolution 24-02 - Policy & Procedures Governing Volunteer Advisory Boards & Committees
d) Clerk: Resolution 24-03 - Council of Governments Meetings
e) Event Review Committee: DeSoto Heritage Festival Grand Parade
f) Event Review Committee: Easterfest

g) Event Review Committee: River Regatta Fundraiser by Hernando de Soto Society
h) Event Review Committee: River Regatta Private VIP Party
i) Finance: Budget Adjustment BA24-02
j) Finance: Resolution 24-04 - 2024 IRS Standard Mileage Rate
k) Legislative: Acceptance of Donation from Gold Coast Eagle Distributing for Events Downtown
l) Police: Budget Adjustment BA24-03
m) Police: Budget Adjustment BA24-04
n) Purchasing: Continuing Services Contract with Veith Engineering & Business Solutions

MOTION TO APPROVE THE CONSENT AGENDA was made by Councilwoman Kocher and seconded by Vice Mayor Barnebey. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

Tamara Melton, City Clerk, administered the oath to anyone wishing to address City Council during the following public hearings.

a) Planning & Community Development: Quasi-Judicial: RESOLUTION 24-01 - PUBLIC HEARING

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

Greg DeLong, Planning and Community Development Assistant Director, explained that Oak & Stone restaurant representatives requested to open a sidewalk café that would serve alcohol on 12th Street West (Old Main Street). He said the use is permitted; however, because of the alcohol sales, the matter must come before City Council for approval. He concluded that representatives would keep the sidewalk clean, store the tables overnight, and work with City staff to add and maintain more planters surrounding the sidewalk café.

Councilwoman Coachman voiced concerns about pedestrian traffic on the sidewalk while Oak & Stone staff served patrons at the café.

Councilwoman Kocher asked if the CRA would be responsible for maintaining the planter boxes. Christopher Munyon, CRA Manager, explained that the maintenance of the boxes would be included as part of the Downtown Action Team's daily duties.

According to Amanda Hassim, an Oak & Stone spokesperson, the restaurant's representatives were aware of how crucial it was to keep Old Main Street tidy and visually appealing. She concluded that every evening after closing, restaurant employees would bring in the tables.

The public hearing was opened. Those who wished to speak during the public hearing were invited to come forward. None came, and the public hearing was closed.

Staff Report:

> *"Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends Approval of case SU.23.4849, with the following stipulations.*

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

On December 20, 2023, Planning Commission met and recommended approval of Case SU.23.4849, with the listed stipulations (vote 6-0)."

MOTION TO APPROVE RESOLUTION 24-01 WITH THE RECOMMENDED STAFF STIPULATIONS was made by Councilwoman Kocher and seconded by Vice Mayor Barnebey. The motion passed 5-0.

b) Planning & Community Development: Quasi-Judicial: ORDINANCE 4027 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS, CHANGING ZONING FROM R-2, MEDIUM DENSITY RESIDENTIAL, TO PDP, PLANNED DEVELOPMENT PROJECT, FOR THE PROPERTIES LOCATED AT 1201 27TH STREET EAST AND 2906 11TH AVENUE EAST (PARCEL ID NUMBERS 1387000050 AND 1387200007), MORE PARTICULARLY DESCRIBED HEREIN, APPROVING A PDP SITE PLAN FOR 66 SEMIDETACHED RESIDENTIAL UNITS; SUBJECT TO STIPULATIONS AS CONDITIONS OF APPROVAL; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Scott Rudacille, City Attorney, recommended the Council refrain from any substantive discussion until the second reading and public hearing. He said Ordinance 4027 was not advertised as a public hearing; however, because the matter was listed as a public hearing on the agenda, invite the public to come forward to speak.

The public hearing was opened. Kyle Grimes, representative for the applicant, approached the podium to announce he was in attendance, should Council have any questions on the matter. No one else approached the podium, and the public hearing was closed.

The second reading and public hearing was scheduled for January 24, 2024.

c) Planning & Community Development: ORDINANCE 4024 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 15-FOOT ALLEY AS SHOWN ON THE PLAT OF JOHN A GRAHAM'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 877, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF 8TH AVENUE EAST AND WEST OF 12TH STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing was scheduled for January 24, 2024.

d) Community Redevelopment Agency: ORDINANCE 4029 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened. Those that wished to speak during the public hearing were invited to come forward. None came and the public hearing was closed.

The second reading and public hearing was scheduled for January 24, 2024.

e) Community Redevelopment Agency: ORDINANCE 4030 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE BRADENTON COMMUNITY REDEVELOPMENT AREA TO THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; EXPANDING THE BOUNDARIES OF THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened. Those that wished to speak during the public hearing were invited to come forward. None came and the public hearing was closed.

The second reading and public hearing was scheduled for January 24, 2024.

f) Community Redevelopment Agency: ORDINANCE 4031 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE 14TH STREET COMMUNITY REDEVELOPMENT AREA TO THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened. Those that wished to speak during the public hearing were invited to come forward. None came and the public hearing was closed.

The second reading and public hearing was scheduled for January 24, 2024.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) City Administration: City Hall Disposition Update

Rob Perry, City Administrator, explained the Preliminary Agreement in the agenda packet was with Vias at Bradenton, LLC, for the purchase of the City Hall property. He said the agreement would establish an exclusivity period whereby the parties would negotiate the terms and conditions for the sale of the property. Included in the agreement, he continued, was a draft term sheet for the Master Purchase, Sale, and Development Agreement.

Discussion: Title insurance costs, vacating City Hall in a timely manner, and conceptual design approval.

MOTION TO APPROVE THE CITY ADMINISTRATOR TO EXECUTE THE PRELIMINARY AGREEMENT WITH EXHIBIT B (TERM SHEET) AND CONTINUE DILIGENCE WITH THE DEVELOPER RELATIVE TO THE DISPOSITION OF CITY HALL, SUBJECT TO FURTHER NEGOTIATIONS FOR CONCURRENCY, HOLDOVER PROVISIONS, TITLE INSURANCE, AND NOT LIMITED TO THE TERMS OF THE AGREEMENT was made by Councilwoman Moore and seconded by Councilwoman Kocher. The motion passed 5-0.

b) Community Redevelopment Agency: City Centre Parking Facility Mural Installation

Jean Farmer, Public Art Coordinator, explained that the Public Art Advisory Board identified the northwest corner of the City Centre Parking Garage as a canvas for a mural installation. Mayor Brown inquired if the final decision would be brought back to Council prior to the installation of the mural. Attorney Rudacille anticipated an agreement would come before Council for final approval.

MOTION TO AUTHORIZE CRA STAFF TO MOVE FORWARD WITH THE MURAL ON THE NORTHWEST CORNER OF THE CITY CENTRE PARKING GARAGE was made by Councilman Cramer and seconded by Councilwoman Coachman. The motion passed 5-0.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher wished everyone a happy new year and spoke highly of the New Year's Eve celebration downtown. She gave kudos to City staff for their hard work during and after the event.

Vice Mayor and Councilwoman Ward II Marianne Barnebey: Vice Mayor Barnebey also spoke highly of the New Year's Eve event downtown.

Vice Mayor Barnebey announced the Manatee County Fair would begin on January 11, 2024, and noted the Manatee County Fair Salute to Veterans would be on January 16, 2024. She said admission to the fair would be free for veterans on that day and encouraged everyone to attend and show support.

Vice Mayor Barnebey extended her condolences to the family of Roberta Collins because of her recent passing. Mayor Brown also spoke highly of Ms. Collins and the family's service to the community.

Councilman Ward III Josh Cramer: Councilman Cramer noted school was back in session and asked everyone to be mindful while driving in school zones.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore announced she was appointed to the Tampa Bay Regional Planning Council Steering Committee. She said the committee's goals included the hardening and resiliency of infrastructure.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman also wished everyone a happy new year and stressed the importance of being mindful in school zones.

Councilwoman Coachman wished everyone a happy and safe Martin Luther King Day on January 15, 2024.

Mayor Gene Brown: Mayor Brown requested attendees at the fair bring canned goods and nonperishable food items for donation.

Mayor Brown thanked City staff for their assistance during the storm that landed the day before. He also spoke on the importance of resiliency and grant funding to address the matter.

Mayor Brown also spoke highly of the New Year's Eve event downtown and looked forward to upcoming events.

DEPARTMENT HEAD REPORTS:

Robin Singer, Planning and Community Development Director, provided an update to the City's visioning process and said the vendor, Stantec, would present at the January 24, 2024 meeting.

Dean Jones, Acting Public Works and Utilities Director, provided a brief update following the storm that landed the day before. He concluded that the City fared well and recognized several staff members.

The meeting was adjourned at 10:02 a.m.

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

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-09 - 1705 Manatee Avenue West

SUGGESTED ACTION: Move to approve.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, DECLARING THAT THE PROPERTY AT 1705 MANATEE AVE W, BRADENTON, FL. (PARCEL 3370800009) MEETS THE LEGISLATIVE FINDING OF FLORIDA STATUTE 163.355, AND THIS RESOLUTION MEETS THE REQUIREMENTS OF FLORIDA STATUTE 163.361 (4).

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed.

SUGGESTED MOTION:
Move to approve Resolution 24-09.

ATTACHMENTS:
Resolution 24-09

RESOLUTION 24-09

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, DECLARING THAT THE PROPERTY AT 1705 MANATEE AVE W, BRADENTON, FL. (PARCEL 3370800009) MEETS THE LEGISLATIVE FINDING OF FLORIDA STATUTE 163.355, AND THIS RESOLUTION MEETS THE REQUIREMENTS OF FLORIDA STATUTE 163.361 (4).

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, the City of Bradenton desires to include 1705 Manatee Avenue West in the Community Redevelopment Agency (CRA) of the City of Bradenton's Downtown Redevelopment Area (AREA); and

WHEREAS, pursuant to Florida Statute 163.361 (4), the legislature of the State of Florida requires a governing body to support the addition of land to the AREA with a resolution as described in Florida Statute 163.355; and

WHEREAS, Florida Statute 163.355 requires the resolution to state that in the additional land to be added to the AREA, a shortage of housing affordable to residents of low to moderate income, including the elderly, exists, and the rehabilitation, conservation, or redevelopment, or a combination thereof, is necessary in the interest of the public, health, safety, morals, and welfare of the residents of Bradenton and Manatee County.; and

WHEREAS, the Woman's Club, located at 1705 Manatee Avenue West, Bradenton, FL. is a member of the General Federation of Women's Clubs (GFWC), an international service organization dedicated to community improvement by enhancing the lives of others through volunteer service; and

WHEREAS, the members of the Woman's Club believe in "Unity in Diversity" and "Living the Volunteer Spirit," which are demonstrated daily by the club through their commitment and dedication to the community and those served, such as Hope Family Services, Feeding Empty Little Tummies (F.E.L.T), His Girls Discipleship, Grow to Give Community, Turning Points, Safe Children's Coalition, and Meals on Wheels Plus of Manatee; and

WHEREAS, a shortage of housing affordable to residents of low or moderate income, including the elderly, exists at 1705 Manatee Avenue West, Bradenton, FL.; and

WHEREAS, the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Woman's Club is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City of Bradenton and Manatee County; and

WHEREAS, the City Council desires to address these findings.

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

Section 1. Recitals. The foregoing recitals are deemed true and correct.

Section 2. The City Council hereby finds, determines, and declares that a shortage of housing affordable to residents of low or moderate income, including the elderly, exists at 1705 Manatee Avenue West, Bradenton, FL.

Section 3. The City Council hereby finds, determines, and declares that the rehabilitation, conservation, or redevelopment, or a combination thereof, of 1705 Manatee Avenue West, Bradenton, FL. is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City of Bradenton and Manatee County.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 24th day of January, 2024.

ATTEST:

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

BY: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive St. Patrick's Day Celebration

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is an event sponsored by Nightlife Productions celebrating St. Patrick's Day on Old Main Street. The event will feature live music, food trucks and vendors. The event will be held March 16, 2024 with an expectation of 1,000 attendees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Bradenton Alive St. Patrick's Day Celebration with the following stipulations: Extra port-o-lets, five City of Bradenton Sanitation Staff onsite, four Bradenton Police Department Extra Duty Officers onsite and compliance of all City of Bradenton Special Event Standards.

ATTACHMENTS:
St. Patrick's Day Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 12/22/23

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-478-0229

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive St. Patrick's Day Celebration

Event Date: 3/16/2024

Purpose of Event: block party celebration

Description of Event: live music on stage, food trucks, merchandise vendors

Event Location: 12th Street W(Old Main Street) between SR64 and 3rd Avenue W

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	3/16/2024	Saturday	3:00pm		
Event Day 1	3/16/2024	Saturday	7:oopm	11:00pm	1000
Event Day 2	3/17/2024	Sunday		1:00am	
Event Day 3					
Break Down					

Number of years event has been held: 0

Past Attendance:

(03/2022)

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

Will any tents be used for the event? [X] Yes No

Tent Size	Number of Tents	Tent Location
10' x10'	<20	on the street

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

Will a stage be used for the event? [X] Yes No

Will the event require electricity? [X] Yes No Type of electrical power: 110v

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

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

Vendor Information

Will the event offer food? [X] Yes No

Where will the food be prepared? on the interior of the food trucks or in the 10'x10' vendor space with propane

Will cooking equipment be used? [X] Yes No

Method/type of cooking equipment

Charcoal grills [X] Food Trucks Fryers [X] Propane grills Warmers/Sternos

Will there be alcohol at the event? [X] Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? [X] Yes No

Will amplified sound equipment be used? [X] Yes No

Will musical entertainment be used? [X] Yes No

Please describe any type of entertainment and sound equipment.

live band with sound reinforemet to cover city block

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

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

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Kristen Lee Coats, applicant/event organizer for Bradenton Alive St. Patrick's Day Celebration (event), scheduled for (date&hours), 3/16/2024, from 7pm to 11pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	12/22/2023
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	12/22/2023
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

Telephone: 727-492-2697 Email: kristen@22nrocks.com

Name of Event: Bradenton Alive St. Patrick's Day Celebration

Start Date: 3/16/2023 End Date: 3/17/2024 Start Time: 3:00pm End Time: 1:00am

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

12th Street W(Old Main Street) between SR64 and 3rd Avenue W

Proposed detour route (include alternative road and map):

Additional notes and comments:

Saturday market is before this event on this day, so bollards will already be up.
They will need to be partially removed between 2-6pm so that the vendors from the Saturday market can vacate if needed and night vendors may load in.

(03/2022)

Bradenton Alive St. Patrick's Day Celebration 3/16/2024

Site Map



SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: FCF Foundation Inc

Date of Application: 12/11/2023

Contact Name: Erin Alexander

Contact Phone 1: 941-726-6171

Contact Email: firecharityfishing@gmail.com

Contact Phone 2: 941-962-5873

Address: 1255 Hagle Park Road

City: Bradenton

State: FL

Zip: 34212

Event Information

Name of Event: Fire Charity Fishing Tournament & Festival

Event Date: 6.7.24 - 6.9.24

Purpose of Event: 1st Responder Founded Charity Fundraiser benefiting youth & first responder based charities

Description of Event: 17th Annual Fishing Tournament & 4th Annual Festival - Friday Noon Captains meeting for Offshore, Spear,Nearshore and Paddle Divisions, 6pm Captains Meeting for Inshore & Junior. Saturday Kids Tournament off the fishing pier, followed by live music, vendors & food trucks, near shore & paddle weigh in. Sunday offshore & spear weigh in with vendors & food trucks

Event Location: Bradenton Riverwalk

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	06/06/2023	Thursday	8am	7pm	0
Event Day 1	06/07/2023	Friday	Noon	6pm	450
Event Day 2	06/08/2023	Saturday	8am	7pm	2500
Event Day 3	06/09/2023	Sunday	8am	7pm	2500
Break Down	06/10/2023	Monday	7am	10am	0

Number of years event has been held: 16

Past Attendance: 2000 Sunday 1500 Saturday

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location
40 x 120	1	In front of Pavilion
40 x 60	1	In front of Pavilion

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

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

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

Will a generator be used? (Yes) No Size of generator: Multiple 9500kw & 2000kw

Will gas equipment be used? Yes (No) Type of fuel source: n/a

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Inside individual food trucks

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

Charcoal grills (Food trucks) Fryers Propane grills Warmers/Sternos

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

Note: Alcohol will require an additional permit. Will apply for

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Live local bands with professional self contained PA System with Certified engineer & management provided

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

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

Describe any additional event activities.

Small 501c3 rescued animal petting zoo possible

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

(03/2022)

Rental Contract

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

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

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

I, James Erik Nicholson, applicant/event organizer for Fire Charity (event), scheduled for (date&hours), 6/7/2024 - 6/9/2024, from 8am to 8pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer	FCF Foundation Inc Organization
James Erik Nicholson Typed or Printed Name and Title	12/11/2023 Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer	FCF Foundation Inc Organization
James Erik Nicholson Typed or Printed Name and Title	12/11/2023 Date

(03/2022)



- 5-7 Food Trucks – Undetermined cuisine variety
- 150 Vendors
- Sound outward from pavilion to tent area
- Vendor Area
- Pulbic Parking Area
- Emergency Access
- Beer and Ice Storage Trucks
- Portable Restrooms
  - 1 portable air conditioned restroom with 4 ladies stalls & 4 mens stalls and sinks
- Beer Tent/Sales
- Parking & Event Signage
- Food Trucks
- 1st Aid Staging with Manatee SAR

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Hernando de Soto Historical Society Dignitary Reception

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a private event hosted by De Soto for the dignitaries that will be arriving for their annual parade. The event will be held April 25, 2024 at Riverwalk Pavilion area with an expected attendance of 400. There will be music, catered food, and drinks for the guests.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Hernando de Soto Historical Society Dignitary Reception with the following stipulations: Private area must be contained with fencing provided by event sponsor, extra port-o-lets, two Bradenton Police Extra Duty Officers onsite, and compliance of all City of Bradenton Special Event Standards.

ATTACHMENTS:
De Soto Dignitary Reception Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

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

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

Contact Email: manager@destohq.com Contact Phone 2: 941-747-1998

Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Dignitary Reception Event Date: 4/25/24

Purpose of Event: DeSoto Heritage Festival

Description of Event: Welcome dinner for out of town guests

Event Location: _____

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4-25-24	Thursday	8 AM	5 PM	
Event Day 1	4-25-24	Thursday	5 PM	9 PM	400
Event Day 2					
Event Day 3					
Break Down	4-25-24	Thursday	9 pm	10:30 PM	

Number of years event has been held: 40 years Past Attendance: 300-400

1st @ Riverwalk

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	2	Pavilion entrance

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

Will a stage be used for the event? Yes No

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

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

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? Catering Service

Will cooking equipment be used? Yes No Warming Cabinets

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

Music provided by a DJ

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

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

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Gus Sokos, applicant/event organizer for HDHS (event), scheduled for (date&hours), 4-25-24, from 8 AM to 10:30pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Hernando DeSoto Historical Society
Organization

Gus Sokos
Typed or Printed Name and Title

12-13-23
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society
Organization

Gus Sokos
Typed or Printed Name and Title

12-13-23
Date

(03/2022)



2024 De Soto Dignitary Reception

- Tables
- Catering setup
- DJ setup
- Food serving line
- Check in station

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-05 - Fire Pension Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This resolution is a ministerial confirmation act by City Council as Mr. Phipps was voted to be a member by the Fire Pension Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-05.

ATTACHMENTS:
Resolution 24-05

RESOLUTION NUMBER 24-05

A RESOLUTION APPOINTING **COREY PHIPPS** TO THE **FIRE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing 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 Fire Pension Board unanimously elected Corey Phipps, and the City Council approves and confirms the appointment from this date hereof:

COREY PHIPPS for a term to expire October 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 24th day of January, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-06 - Fire Pension Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This resolution is a ministerial confirmation act by City Council as Mr. Rissler was voted to be a member by the Fire Pension Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-06.

ATTACHMENTS:
Resolution 24-06

RESOLUTION NUMBER 24-06

A RESOLUTION APPOINTING **STEVE RISSLER** TO THE **FIRE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing 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 Fire Pension Board unanimously elected Steve Rissler, and the City Council approves and confirms the appointment from this date hereof:

Steve Rissler for a term to expire October 2024.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 24th day of January, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-07 - Police Pension Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This resolution is a ministerial confirmation act by City Council as Mr. Thiers was voted to be a member by the Police Pension Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-07.

ATTACHMENTS:
Resolution 24-07

RESOLUTION NUMBER 24-07

A RESOLUTION APPOINTING **BRIAN THIERS** TO THE **POLICE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing 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 Police Pension Board unanimously elected Brian Thiers, and the City Council approves and confirms the appointment from this date hereof:

Brian Thiers for a term to expire June 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 24th day of January, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-08 - Police Pension Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This resolution is a ministerial confirmation act by City Council as Mr. Meridan was voted to be a member by the Police Pension Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-08.

ATTACHMENTS:
Resolution 24-08

RESOLUTION NUMBER 24-08

A RESOLUTION APPOINTING **ADRIAN MERIDAN** TO THE **POLICE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing 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 Police Pension Board unanimously elected Adrian Meridan, and the City Council approves and confirms the appointment from this date hereof:

Adrian Meridan for a term to expire November 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 24th day of January, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Phillip Waller, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expenditure - Red Dot Optic Firearm Purchase

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department is attempting to purchase new firearms with red dot attachments to enhance accuracy, increase officer safety, and assist in rapid target acquisition.

FINANCIAL IMPACT:
The funds will come from the forfeiture funds utilized by the department.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the forfeiture funds request to purchase firearms with red dot systems.

ATTACHMENTS:
Red Dot Systems Memo

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

Date: January 4, 2024

To: Melanie Bevan, Ed.D
Chief of Police

From: Brian Thiers, Captain
Patrol Support

Subject: Justification for the Purchase of Firearms with Red Dot Systems

The purpose of this memorandum is to provide a comprehensive justification for the agency to acquire new firearms equipped with red dot systems. Integrating red dot optics enhances officer safety, confidence, accuracy, and overall operational efficiency. The increase in accuracy will reduce the likelihood of injury to innocent bystanders. This investment aligns with the agency's commitment to providing the best technology available to better serve and protect our City.

Law enforcement agencies nationwide recognize the advantages of incorporating red dot systems into their standard firearm equipment. These systems utilize advanced optics technology to improve target acquisition, sight picture, and overall shooting accuracy. Implementing red dot systems has become a best practice in modern policing, empowering officers to respond effectively to dynamic situations.

Advantages of Red Dot Systems

Enhanced Accuracy: Red dot optics provide a precise aiming point, significantly improving accuracy in both day and low-light conditions and more accuracy in longer distance shots. Officers can acquire and maintain sight alignment more rapidly, leading to a safer and more precise shot placement.

Rapid Target Acquisition: Red dot optics enable quick target acquisition by allowing officers to keep both eyes open and focused on the intended target while maintaining situational awareness. Traditional "iron sights" provide a true focal plane approach where the target or threat is blurry. The red dot systems require a single focal plane approach, giving hard focus to the perceived threat. This enhances reaction times and ensures officers can respond swiftly to potential threats. Red dot systems allow the officer to utilize either a gross sight picture at close distances or a refined sight picture at greater distances to increase accuracy.

Increased Officer Safety: The improved accuracy and rapid target acquisition associated with red dot systems contribute to increased officer safety. When faced with high-stress situations, officers equipped with red dot optics can confidently engage threats while minimizing the risk of collateral damage (i.e., innocent bystanders being harmed).

Enhanced Wellness: The red dot optics system will require the purchase of a new firearm, holster, and tactical light. The benefit of the new firearm is the reduction in overall barrel length and weight, thus leading to a shorter, lighter holster. The overall size and weight reduction will reduce stress on the officer's belt, leading to better overall wellness.

Training: The red dot system is a valuable tool for instant feedback when training. Any errors, inconsistencies, or issues the officer is having that would typically remain unseen to them with traditional "iron sights" are now instantly visible in real-time with the red dot system. The red dot system magnifies human input within the shooting process and allows for self-diagnosis and better results. Also, starting in June 2024, the State of Florida modified the firearms qualifications course for officers. This mandatory qualification will now implement courses of fire that add stress, critical thinking, movement, and one-handed shooting. The red dot optics will assist our personnel with the transition to this new qualification.

Cost Benefit Analysis

While the initial investment in firearms equipped with red dot systems may seem substantial, the long-term benefits outweigh the costs. The improved accuracy and officer safety contribute to reduced liabilities and potential legal expenses. Moreover, the versatility of red dot systems promotes efficiency and cost-effectiveness in training by improving shot placement, thus reducing costs associated with target misses.

We are requesting the use of forfeiture funds to acquire these firearms. The total cost is approximately $102,000, including the weapon, red dot optic, tactical light, and holster. This price includes the trade-in of our current weapons. By utilizing forfeiture funding, we can fulfill this request with **zero unbudgeted costs** to the City.

Adopting firearms equipped with red dot systems aligns with our commitment to providing our officers with the best tools available to ensure public safety. The associated benefits, including improved accuracy, situational awareness, and increased officer safety and wellness, make this investment essential for the modernization of our agency.

Your consideration of this proposal is appreciated. Please do not hesitate to contact me with any questions or require additional information or clarification.

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract with NDC for Construction Manager at Risk (CMAR) Services

SUGGESTED ACTION: Approve contract with NDC.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Following selection of NDC to provide CMAR services for the construction of the new Bradenton Police Department Headquarters under RFQ 23-021EJ, as approved at City Council on October 23, 2023, a contract for these services has been negotiated. A separate proposal for the Guaranteed Maximum Price for the actual construction will be brought before City Council for approval separately.

FINANCIAL IMPACT:
Funding for these costs is provided for under the GL Account # 30258200-56300-BPDHQ

ATTORNEY REVIEW/RECOMMENDATION:
Conflict Council has prepared and review the contract.

SUGGESTED MOTION:
Motion to approve the contract with NDC for CMAR Services associated with the new Bradenton Police Department Headquarters.

ATTACHMENTS:
CMAR Contract with NDC Construction

AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE CITY OF BRADENTON POLICE DEPARTMENT HEADQUARTERS PROJECT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Bradenton (the "Owner"), and NDC Construction Company, registered and licensed to do business in the State of Florida (License #CGC1511361) (the "Construction Manager").

WHEREAS, Owner issued RFQ 23-021EJ (the "RFQ") seeking statements of qualifications from interested construction managers for construction manager "at-risk" services for Bradenton Police Headquarters, within the City of Bradenton; and

WHEREAS, Construction Manager submitted a response to the RFQ and Owner selected Construction Manager to provide the construction manager "at-risk" services for the Project.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of the Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases

will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. SCOPE OF SERVICES. Construction Management at Risk services to be provided during the Preconstruction Phase shall include, but not be limited to, services found in Exhibit A to the General Conditions.

B. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other. These services shall typically be based on conceptual designs up to thirty (30) percent design drawings.

C. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

D. PRELIMINARY PROJECT SCHEDULE. Except as provided for in the table set forth in this section, when Project requirements described in Section 3.I.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

The project schedule below shall apply to the listed items, regardless of the preliminary project schedule developed by the Construction Manager:

Description of Phase	**Calendar Days**	**From**
Design Development Documents Estimate	30	Receipt of Design Documents
Initial Construction Services Proposal for partial	45	Receipt of Design Documents

GMP (if required)		
Construction Services Proposal with GMP	60	Receipt of Design Documents

E. PHASED CONSTRUCTION. The Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

F. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

G. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of a minimum of four (4) Subcontractors per trade, if available, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the

Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed. Subcontractors or suppliers.

H. LONG LEAD TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. The Construction Manager shall identify materials and equipment for potential Owner Direct Purchase ("ODP") and present recommendations to the Architect/Engineer and Owner for consideration. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

I. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

J. EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTINGENCY. The estimated Cost of the Work shall include the

Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.

4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.

5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Construction Manager shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event that the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract

Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner if such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:

i. the Owner's acceptance of the Construction Manager's GMP and/or early proposal(s) and issuance of a Notice to Proceed for each,

ii. or the Owner's first authorization to the Construction Manager to:

(a) award a Subcontract,

(b) undertake construction Work with the Construction Manager's own forces, or

(c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from a minimum of four (4) Subcontractors per trade and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit

the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.1 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's Substantial Completion and occupancy requirements.

6. The Construction Manager shall provide monthly written reports, including aerial photographs and photographs of work completed to date, to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3
OWNER'S RESPONSIBILITES

3.1 **INFORMATION AND SERVICES.**

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the information in subsection 1 through 5 below, with reasonable promptness and at the Owner's expense. However, the Owner may also contract with the Construction Manager to furnish any such information. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 5, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test

borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide basic services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4
COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be a percentage of the

construction cost calculated as follows:

If the Preconstruction Services are Provided as Stand Alone Services:

The Preconstruction Services Fee shall be for a total not-to-exceed amount of _____ Dollars and _____ cents ($_____).

Task Description	Hours	Totals
Task 1: Design Development		$
Task 2: Construction Documents		$
Task 3: Bidding & GMP		$
Task 4: Reimbursable Allowance (Printing & Liability Insurance		$
Total Preconstruction Services		$

If the Preconstruction Services are Not Provided as Stand Alone Services:

Budget	Up to $500K	$500K - $10 M	$10M - $20M	>$20M
Percentage	1%	0.8%	0.5%	0.4%

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond Ninety (90) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

The Construction Management Fee Percentage shall be ___Five___ percent (_5__%) of the total Cost of the Work.

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost"' and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.l for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this

Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.

2. Wages or salaries of the Construction Managers supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

Classification	Name
Project Manager	Kevin Kloepfer
Superintendent	Josh Butnor
Project Engineer	Madison Bittner
Assistant Superintendent	Zach White

(If it is Intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be Included in the Cost of the Work; such personnel shall be identified below.)

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

Classification	Labor Rate ($/Hour)
Project Executive	$134 / hour
Project Accountant	$72 / hour
Compliance Clerk	$45 / hour
Construction Assistant	$45 / hour

4. Costs paid or incurred by the Construction Manager for taxes. insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.l through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS MATERIALS AND EQUIPMENT INCORPORATED IN THE

COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in the preceding Section 6.1.D.l in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EOUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials. supplies. temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.

3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges. telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. That portion of the approved reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work. Subject to prior approval of Architect/Engineer and Owner.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract of premiums for insurance and bonds.

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.

6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.

7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and/or Architect/Engineer and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations, with Owner's prior approval of such expense.

10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.

2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED

The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.

2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.

3. Overhead and general expenses, except as may be expressly included in Section 6.1.

4. The Construction Manager's capital expenses, including interest on the

Construction Manager's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.

6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

7. Costs incurred in the performance of Preconstruction Services.

8. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.

9. Costs which would cause the GMP to be exceeded.

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGESS PAYMENTS

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or a thirty (30) day period following issuance of Notice to Proceed.

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. PERCENTAGE OF COMPLETION. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the

schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.

2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts and covered under the Construction Manager's insurance.

3. Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.

6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRATOR RETAINAGE. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to two and a half percent (2.5%) the amount of retainage.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall

not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; (3) a final Certificate for Payment has then been issued by the Architect/Engineer; and (4) the issuance of a Certificate of Occupancy; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.

2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 3.3.C of the General Conditions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the

Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.3.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

D. ADDITIONAL REIMBURSEMENTS. If subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

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

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

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

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation

Act or any other coverage required by the Agreement which are customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

B. **Commercial General Liability**.

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

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

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C. **Business Auto Policy**

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	$300,000
Annual Aggregate (if applicable)	$1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

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

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division and the Owner's Project Representative before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration,

amount of coverage, companies affording coverage, and also shall refer specifically to the Agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Agreement, including any warranty periods.

E. **Builders Risk Insurance.**

After the execution of the GMP Amendment and prior to issuing a Notice to Proceed the Owner shall purchase Builders' Risk insurance for the Work on an "all risk" basis, including without limitation, insurance against the perils of flood, fire, earthquake, theft, vandalism, malicious mischief, collapse, water damage, stored materials, materials in transit, windstorm, falsework, testing and startup, temporary building and debris removal on a completed value basis insuring the Work, and all equipment and materials to be incorporated into the Work, for the benefit of the Owner, the Construction Manager and Subcontractors at every tier as their interests may appear. The Owner, the Construction Manager, and any Subcontractor insured therein waive all rights against each other for damages caused by fire and other perils to the extent covered by the insurance obtained pursuant to this paragraph.

F. By way of its execution of the Agreement, the Construction Manager:

a. Represents that Construction Manager maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to Owner; and
b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the Owner and must be endorsed to provide same. Failure of Owner to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

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

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the
State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: RFQ# 23-007EJ

b. Certificate shall be mailed to:
The City of Bradenton
Attn: Rob Perry, City Administrator
101 Old Main Street
Bradenton, FL 34205

8.2 PAYMENT AND PERFORMANCE BOND.

A. BOND REQUIRED. Upon execution of the Agreement, the Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form approved by the Owner.

B. DELIVERY. The Construction Manager shall deliver the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally

responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been contemporaneously submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause its agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

9.14 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. Construction Manager hereby represents that it is in

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

Construction Manager shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 VALIDITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof:

9.19 DISCLAIMER OF THIRD PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 OWNER DIRECT PURCHASES. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Town. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

The deductive change order will be for the amount for the materials/equipment plus tax acquired under the Owner Direct Purchase method only. Contractor's General Conditions, Overhead, and Fee are not affected by the ODP program.

9.21 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.22 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.

9.23 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereat then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.24 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation.

9.25 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner

prescribed herein.

To Owner:	City of Bradenton Attn: Rob Perry, City Administrator 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Trask Daigneault, LLP Attn: Erica F. Augello, Esq. 1001 S. Fort Harrison Ave., Ste. 201 Clearwater, Florida 33756
To Construction Manager:	NDC Construction Company, Inc. Attn: Ron Allen, President 1001 Third Avenue West, Ste. 600 Bradenton, Florida 34205

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

9.26 PUBLIC RECORDS. To the extent applicable, the Construction Manager shall comply with the requirements of Florida's Public Records laws, specifically including the following:

A. Construction Manager shall keep and maintain public records required by the Owner in order to perform the service;
B. Upon request from the Owner, provide the Owner 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. Construction Manager shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the Owner;
D. Construction Manager shall upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Construction Manager or keep and maintain public records required by the Owner to perform the service. If the Construction Manager transfers all public records to the Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and,

E. Construction Manager 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 CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF BRADENTON CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

9.27 CONFIDENTIAL SECURITY RECORDS.

A. Pursuant to Section 119.071(3), Florida Statutes, the following records (hereinafter referred to collectively as the "Confidential Security Records") are confidential and exempt from the disclosure requirements of Section 119.071(1), Florida Statutes:

1. A Security System Plan or portion thereof for any property owned by or leased to Owner or any privately owned or leased property held by Owner.

2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Owner.

3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreational facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to Owner.

B. Construction Manager agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the Owner or to comply with a court order requiring such release or disclosure. To the extent Construction Manager receives a request for such records, it shall immediately contact Owner who shall coordinate Owner's response to the request. Notwithstanding the foregoing, the Construction Manager shall:

1. Disclose or release Security System Plans to:

a. The property owner or leaseholder; or

b. Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual acts of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building area, stadium, water treatment facility, or other structure owned or operated by Owner:

a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by Owner and is contractually bound by the Construction Manager to comply with this Section;

c. To a sub-contractor who is responding to a solicitation by the Construction Manager to bid on performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by Owner and has executed the Non-Disclosure Agreement for Exempt Documents attached hereto and incorporated herein as Exhibit B; or

d. Upon a showing of good cause before a court of competent jurisdiction.

C. For purposes of this Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;

2. Threat assessments conducted by an agency or any private entity;

3. Threat response plans;

4. Emergency evacuation plans;

5. Sheltering arrangements; or

6. Manuals for security personnel, emergency equipment, or security training.

9.28 INDEMNIFICATION. The Construction Manager covenants and agrees to

indemnify and save harmless the City of Bradenton, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the Construction Manager, or any subcontractor (meaning anyone, including but not limited to consultants having a contract with the Construction Manager or a subcontractor for part of the services), or anyone directly or indirectly employed by the Construction Manager or by any subcontractor, or of anyone for whose acts the Construction Manager or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Construction Manager to indemnify, hold harmless, or defend the City of Bradenton from its own negligence. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the Owner to sovereign immunity under Florida law, or as set forth in Section 768.28, Florida Statutes.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Construction Manager.

2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.l. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

IN WITNESS THEREOF, the parties hereunto have caused this agreement to be executed on the date first above written.

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered in the presence of:

ATTEST:

_____
Tamara Melton, City Clerk

CITY OF BRADENTON, a municipal corporation

By: _____
Gene Brown, Mayor

ATTEST:

Adam Phillips

Printed Signature

NDC CONSTRUCTION COMPANY

By: Ronald Aths

As its: Pres. Dnt

EXHIBIT A

GENERAL CONDITIONS

of the

CONSTRUCTION AGREEMENT

TABLE OF CONTENTS FOR GENERAL CONDITIONS

Page

Article I-- Definitions GC-1

1.1 Definitions GC-1
A. Acceptance GC-1
B. Application for Payment GC-1
C. Architect/Engineer GC-1
D. Change Order GC-1
E. Compensable Delay GC-1
F. Contractor's Personnel GC-1
G. Construction Services GC-1
H. Contract Sum GC-1
I. Construction Team GC-1
J. Contract Time GC-1
K. Days GC-2
L. Defective GC-2
M. Excusable Delay GC-2
N. Field Directive GC-2
O. Final Completion Date GC-2
P. Float or Slack Time GC-2
Q. Force Majeure GC-2
R. Inexcusable Delay GC-2
S. Non-prejudicial Delay GC-2
T. Notice to Proceed GC-2
U. Owner GC-2
V. Owner's Project Representative GC-3
W. Payment and Performance Bond GC-3
X. Permitting Authority GC-3
Y. Prejudicial Delay GC-3
Z. Progress Report GC-3
AA. Project GC-3
BB. Project Costs GC-3
CC. Project Manager GC-3
DD. Project Plans and Specifications GC-3
EE. Project Schedule GC-3
FF. Project Site GC-3
GG. Pre-operation Testing GC-4
HH. Procurement Ordinance GC-4
II. Punch List Completion Date GC-4
JJ. Subcontractor GC-4
KK. Substantial Completion and Substantially Complete GC-4
LL. Substantial Completion Date GC-4
MM. Unit Price Work GC-4
NN. Work GC-4
OO. Work Directive Change GC-4

Article II-- Relationship and Responsibilities..... GC-5

2.1 Relationship between Contractor and Owner GC-5
A. Purpose..... GC-5
B. Construction Team GC-5
C. Response to Invitation for Bid (or Request for Proposal) GC-5
2.2 General Contractor Responsibilities GC-5
A. Personnel GC-5
B. Cooperation with Architect/Engineer..... GC-6
C. Timely Performance GC-6
D. Duty to Defend Work..... GC-6
E. Trade and Industry Terminology GC-6
2.3 Project Schedule..... GC-6
2.4 Construction Services GC-8
A. Construction of Project GC-8
B. Notice to Proceed GC-7
C. Quality of Work GC-7
D. Materials GC-8
E. Accountability for Work GC-8
F. Contract Sum GC-8
G. Governing Specifications GC-9
H. Adherence to Project Schedule GC-9
I. Superintendent *GC-9*
J. Work Hours GC-9
K. Overtime-Related Costs..... GC-9
L. Insurance, Overhead and Utilities..... GC-10
M. Cleanliness..... GC-10
N. Loading GC-10
O. Safety and Protection GC-10
P. Emergencies GC-11
Q. Substitutes GC-11
R. Survey and Stakes GC-12
S. Suitability of Project Site GC-12
T. Project Specification Errors GC-12
U. Remediation of Contamination GC-12
V. Interfacing GC-14
W. Job Site Facilities GC-14
X. Weather Protection..... GC-14
Y. Performance and Payment Bond GC-14
Z. Construction Phase; Building Permit; Code Inspection GC-15
(1) Building Permit GC-15
(2) Code Inspections GC-15
(3) Contractor's Personnel GC-15
(4) Lines of Authority GC-15
AA. Quality Control GC-16
BB. Management of Subcontractors GC-16
CC. Job Requirements GC-16
DD. As-Built Drawings GC-18
EE. Progress Reports GC-18
FF. Contractor's Warranty..... GC-18

GG Apprentices GC-19
HH Schedule of Values GC-19
II. Other Contracts GC-19

Article III-- Compensation **GC-20**

3.1 Compensation GC-20
A. Adjustments GC-20
B. Valuation GC-20
C. Unit Price Work GC-20
3.2 Schedule of Compensation GC-21
A. Periodic Payments for Services GC-21
B. *Payment for Materials and Equipment* GC-21
C. Credit toward Contract Sum GC-21
3.3 Invoice and Payment GC-21
A. Invoices GC-21
B. Additional Information; Processing of Invoices GC-22
C. Architect/Engineer's Certificate GC-22
D. Warrants of Contractor with Respect to Payments GC-22
E. All Compensation Included GC-22

Article IV-- Subcontractors **GC-22**

4.1 Subcontracts GC-22
A. Subcontracts Generally GC-22
B. No Damages for Delay GC-23
C. Subcontractual Relations GC-23
D. Insurance; Acts & Omissions GC-23
4.2 Relationship and Responsibilities GC-23
4.3 Payments to Subcontractors; Monthly Statements GC-23
A. Payment GC-24
B. Final Payment of Subcontractors GC-24
4.4 Responsibility for Subcontractors GC-24
4.5 Contingent Assignment of Subcontractors GC-24

Article V-- Changes in Work **GC-25**

5.1 General GC-25
5.2 Minor Changes in the Work GC-25
5.3 Emergencies GC-25
5.4 Concealed Conditions GC-25
5.5 Hazardous Materials GC-26
5.6 Change Orders; Adjustments to Contract Sum GC-26
A. Change Orders Generally GC-26
5.7 Unit Prices GC-27
5.8 Owner-Initiated Changes GC-27
5.9 Unauthorized Work GC-27
5.10 Defective Work GC-27
5.11 Estimates for Changes GC-27
5.12 Form of Proposed Changes GC-27

5.13 Changes to Contract Time GC-28

Article VI-- Role of Architect/Engineer GC-28

6.1 General GC-28
A. Retaining GC-28
B. Duties GC-28
C. Termination GC-28
6.2 Administration GC-28
A. Site Visits GC-28
B. Reporting GC-29
6.3 Interpretation of Project Plans and Specifications GC-29
6.4 Rejection of Non-Conforming Work GC-29
6.5 Correction of Work GC-29
6.6 Timely Performance of Architect/Engineer GC-29

Article VII-- Owner's Rights and Responsibilities GC-30

7.1 Project Site; Title GC-30
7.2 Project Plans and Specifications; Architect/Engineer GC-30
7.3 Surveys; Soil Tests and Other Project Site Information GC-30
7.4 Information; Communication; Coordination GC-31
7.5 Governmental Body GC-31
7.6 Pre-Completion Acceptance GC-31
7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service GC-31
7.8 Owner's Project Representative GC-32
A. Responsibilities GC-32
B. Limitations GC-32

Article VIII-- Resolution of Disagreements; Claims for Compensation GC-33

8.1 Owner to Decide Disputes GC-33
8.2 Finality GC-33
8.3 No Damages for Delay GC-33
8.4 Permitted Claims Procedure GC-33
8.5 Contract Claims and Disputes GC-34
8.6 Claims for Consequential Damages GC-34

Article IX—Indemnity GC-35

9.1 Indemnity GC-35
A. Indemnification Generally GC-35
B. Claims by Employees GC-35
9.2 Duty to Defend GC-35

Article X-- Accounting Records; Ownership of Documents GC-36

10.1 Accounting Records GC-36
10.2 Inspection and Audit GC-36
10.3 Access GC-36

10.4 Ownership of Documents.....GC-36

Article XI-- Public Contract Laws GC-36

11.1 Equal Opportunity Employment.....GC-36
A. Employment GC-36
B. Participation.....GC-37
11.2 Immigration Reform and Control Act of 1986 ..... GC-37
11.3 No Conflict of Interest GC-37
A. No Interest in Business Activity GC-37
B. No Appearance of Conflict GC-37
11.4 Truth in Negotiations GC-37
11.5 Public Entity Crimes GC-38

Article XII-- Force Majeure, Fire or Other Casualty..... GC-38

12.1 Force Majeure GC-38
A. Unavoidable Delays GC-38
B. Concurrent Contractor Delays GC-38
C. Notice; Mitigation.....GC-38
12.2 Casualty; Actions by Owner and Contractor GC-38
12.3 Approval of Plans and Specifications GC-39
12.4 Notice of Loss or Damage GC-39

Article XIII-- Representations, Warranties and Covenants GC-39

13.1 Representations and Warranties of Contractor GC-39
13.2 Representations of the Owner GC-42

Article XIV-- Termination and Suspension..... GC-43

14.1 Termination for Cause by Owner..... GC-43
A. Nonperformance GC-43
B. Insolvency GC-44
C. Illegality GC-44
D. Rights of Owner GC-44
14.2 Termination without Cause by Owner GC-44
A. Release of Contractor GC-45
B. Waiver of Protest GC-45
14.3 Suspension without Cause GC-45
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure GC-45
14.5 Vacation of Project Site; Delivery of Documents.....GC-45
14.6 Termination by the Contractor GC-45

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: The Architect/Engineer designated for the Project.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/ or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of the Agreement) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: The City of Bradenton, a municipal corporation of the State of Florida.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Code of Ordinances: The City of Bradenton Code of Ordinances, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II
RELATIONSHIP AND RESPONSIBILITIES

21 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

22 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well- known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

23 Project Schedule. The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/ Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the

approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.

C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.

D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

24 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal or the Request for Qualifications) and the Bid (or Proposal or Qualifications) (or Guaranteed Maximum Price Addendum).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site.

K. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

L. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

M. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

N. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the Work and other persons and organizations who may be affected thereby;

(2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

(3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

O. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

P. Substitutes. For substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

(1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

(2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

(3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents

and all costs resulting from any delays in the Work while the substitute was undergoing review, if the proposed change is solely at Contractor's choice. If the proposed substitution benefits the Project financially or otherwise, charges for Architect/Engineer and Architect/Engineer's Consultants review will be included in the corresponding Change Order.

Q. Surveys and Stakes. The Contractor shall furnish, free in the cost of the work, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of- way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

R. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

S. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

T. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

(1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.

(2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).

(3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

(4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

(5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contact Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.

(6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.

(7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

(1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.

(2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all 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 the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

(1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.

(2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

(3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

(4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

(1) The Contractor shall provide each of the following as a part of its services hereunder:

(a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;

(b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;

(c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;

(d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;

(e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;

(f) Provide a quality control program as provided under Section 2.4.C above;

(g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;

(h) Provide for travel to and from its home office to the Project Site and to those other places within the City of Bradenton as required by the Project;

(i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;

(j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;

(k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;

(l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;

(m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the

approved progress schedule and schedule of shop drawing submissions;

(n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;

(o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and

(p) Cooperate with Owner in the administration of grants.

(2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:

(a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and

(b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and

will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.

(2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.

(3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III
COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15–day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

(1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or

(2) By mutual acceptance of lump sum; or

(3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

(1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

(2) If there is no corresponding adjustment with respect to any other item of Work; and

(3) If Contractor believes that it has incurred additional expense as a result thereof; or

(4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

(5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV
SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(l) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Should Subcontractors performance of this Agreement be delayed or disrupted by any acts of Contractor, other Subcontractors, or Contractor's Suppliers, or delayed or disrupted by any acts or causes which would entitle Contractor to an extension of time under the Contract documents, Subcontractor shall receive an equitable extension of time for the performance of this Agreement but shall not be entitled to any increase in the Agreement Price or to damages or additional compensation as a consequence of such delays or disruptions, unless Owner is liable and pays for such delays or disruptions. Provided Subcontractor complies with the notice requirements hereinafter set forth, Contractor will pay Subcontractor the amount allowed and paid such by Owner for Subcontractors delay or disruption. Within five (5) calendar days after the commencement of any delay or disruption, unless a shorter time is required by the Prime Contract, Subcontractor shall notify Contractor in writing of any delays or disruptions, including those for which Owner is responsible, in sufficient time so that its claim may be timely processed against Owner.

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

A. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

B. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be at least as stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

(1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

(2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner

shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE V
CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than fourteen (14) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines

that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

(1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or

(2) By unit prices stated in the Agreement or subsequently agreed upon; or

(3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the

increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.9 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim, unless an extension is approved by the Owner. Such approval shall not be unreasonably withheld.

ARTICLE VI
ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The

Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. In the event that Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

(1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

(2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other

instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

78 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

(1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;

(2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;

(3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;

(4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;

(5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and

(6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

(1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

(2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;

(3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;

(4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

(5) Advise on or issue directions as to safety precautions and programs in connection with the Work;

(6) Authorize Owner to occupy the project in whole or in part; or

(7) Participate in specialized field or laboratory tests.

ARTICLE VIII
RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay; or by other delays as listed in Section 12.1 of the General Conditions of Construction Agreement, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. This section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

(1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.

(2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

(3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

(4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.

(5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.

(6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under the Agreement shall be resolved through mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation. Any mediation should take place within ninety (90) days of a party's written notice of an unresolved dispute. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation. The venue for any legal or judicial proceedings in connection with the Agreement shall be in accordance with the Contract Documents. Unless otherwise agreed in writing, the Construction Manager shall be required to continue its services and all other obligations under the Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to the Agreement. This mutual waiver includes:

(1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX
INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI
PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. 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.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of the Agreement, the 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 services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the County Administrator or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII
FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, epidemic or pandemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying it's actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to

complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

(1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and

(3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with Adam Phillips as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non- defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work or fails to provide a schedule to make such corrections if seven (7) days is not feasible, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing Municipal Corporation of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or

which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV
TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation

shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

EXHIBIT A

PRECONSTRUCTION PHASE SCOPE OF SERVICES

Construction Management at Risk Continuing Services to be provided during the Preconstruction Services Phase shall include, but are not necessarily limited to:

A. Services consisting of pre-construction, bidding, and construction phase services. OWNER will compensate the selected CONSTRUCTION MANAGER for these services by a negotiated CONSTRUCTION MANAGER (CM) fee, based on Article 4, Section 4.1 for the Agreement for Construction Manager at Risk Services for the City of Bradenton Police Department Headquarters Project and any addenda attached thereto.

B. A portion of this CM fee shall be incrementally paid to the selected CONSTRUCTION MANAGER for Preconstruction Services. The remaining fee shall be calculated and paid to CONSTRUCTION MANAGER incrementally, as the Work progresses, after the Guaranteed Maximum Price (GMP) is established.

C. The services to be provided by the CMAR during the design and preconstruction phase may include (but shall not be limited to) :

1. Preliminary site investigations.
2. Quality assurance during the design phase.
3. Value Engineering.
4. Recommendations for material and systems alternatives.
5. Constructability and sustainability reviews.
6. Code compliance review to ensure permits are attainable.
7. Cost estimating during design to keep design in budget.
8. Ongoing monitoring and controlling of the schedule.
9. Testing.
10. Bidding.
11. Presentation of a Preliminary Guaranteed Maximum Price (GMP) to OWNER based on 100% plans and specifications.

D. Preconstruction Services may also include the oversight of any early preconstruction work deemed beneficial to the Project by OWNER.

EXHIBIT B

Non-Disclosure Agreement for Exempt Documents

As part of this solicitation, NDC Construction Company ("NDC") intends to provide bidders access to documents and records that are confidential in nature and exempt from public disclosure under Florida Statutes § 119.071(3). Access to these confidential records will be provided on a limited basis to a licensed architect, engineer, contractor, or subcontractor for the limited purpose of responding to this solicitation and/or performing the scope of work thereunder. In order to receive these records, this form must be executed in its entirety by an architect, engineer, contractor, or subcontractor who is licensed to practice in the State of Florida, if licensure is required, and who has full authority to bind the requesting organization to the terms of this Agreement.

By executing this Agreement, you are agreeing, in both a personal and representative capacity, as follows:

1) I fully understand the confidential and exempt nature of the records to be supplied.
2) I agree to maintain the confidential and exempt status of all records provided pursuant to this Agreement in accordance with Florida law.
3) Access to these confidential and exempt records will be limited to only those persons within my organization, to include sub-contractors, whose access is necessary to respond to this solicitation.

    3a. Sub-contractors shall only receive documents applicable to their trade.
4) Each person who receives access to these records pursuant to this Agreement shall be informed of the duty to maintain the confidential and exempt status of the records in accordance with Florida law.
5) The obligations hereunder apply to all documents or records provided in regard to this solicitation which are marked as "CONFIDENTIAL" by the City of Bradenton or NDC.
6) If my organization is not selected to perform the work that is the subject of this solicitation, I agree to destroy or return all confidential and exempt documents immediately and notify NDC of same.

7) The terms of this Agreement may be enforced by the City of Bradenton or NDC through any legal or equitable action available under law, and, in the event that the City of Bradenton or NDC prevails in such legal action, the City of Bradenton or NDC will be entitled to recover its reasonable attorney's fees and costs incurred in enforcing this Agreement.

Name of Requesting Entity:

_____

Address of Requesting Entity:

_____

Name and Title of Person Executing this Agreement:

_____

Signature: _____

Professional License No. of Person Executing this Agreement (if applicable):
sub-_____

Check One: □ Architect □ Professional Engineer □ Contractor □ Sub-Contractor

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared, _____, to me known to be the person described in, or has produced identification in the nature of _____, and who has acknowledged to me that he/she has executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and seal this ____day of _____, 202____.

_____
NOTARY PUBLIC, State of Florida

_____

Print Name

My Commission Expires:_____

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement with Manatee County

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Interlocal Agreement with Manatee County to beautify State Road 64 between Palma Sola Boulevard and Perico Island (Palma Sola Causeway). Manatee County would assume the responsibility for ongoing maintenance, signage, changing station, trash receptacles, bollards, beach raking, trash removal and landscape of the Causeway.

FINANCIAL IMPACT:
The City will provide Manatee County an annual cost equivalent to one parks maintenance technician salary of $61,692.00, all inclusive.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the agreement.

SUGGESTED MOTION:
Motion to approve the Interlocal Agreement with Manatee County.

ATTACHMENTS:
Interlocal Agreement with Manatee County

INTERLOCAL AGREEMENT

regarding

THE BEAUTIFICATION OF THE PALMA SOLA CAUSEWAY (State Road 64)

(for the north and south sides of the Palma Sola Causeway)

between

the CITY OF BRADENTON

and

MANATEE COUNTY

This Interlocal Agreement ("Agreement") is entered into by and between the **City of Bradenton**, a Florida municipality (the "City"), and **Manatee County**, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the governing bodies of the City and the County have determined that it is in the public interest to undertake a joint project to beautify and landscape that section of State Road 64 between Palma Sola Boulevard (86th Street West) and Perico Island, commonly known as the Palma Sola Causeway, hereinafter referred to as the "Causeway".

WHEREAS, the City is currently responsible for the maintenance, signage, trash removal and landscaping of the Causeway; and

WHEREAS, the County desires to be responsible for the ongoing maintenance, signage, trash removal and landscaping of the Causeway, and the City has no objection to the County assuming such maintenance, signage and landscaping responsibilities; and

WHEREAS, Section 163.01 of the Florida Statutes, the Florida Interlocal Cooperation Act", permits the City and the County to enter into this Agreement to exercise the powers, privileges and authority which they share in common pool and which each might exercise separately, in order to make the most efficient use of their powers.

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to the ongoing maintenance, signage trash removal and landscaping of the Palma Sola Causeway.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and representations contained herein, it is agreed between the parties hereto as follows:

Article I
AUTHORITY

1. This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and the laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes, and Section 163.01 of Florida Statutes.

Article II
RECITALS

2. The foregoing recitals are true and correct and incorporated herein by reference.

Article III
EFFECTIVE DATE

3. This Agreement shall take effect starting on the date that the last party has signed below.

Article IV
TRANSFER OF ONGOING MAINTENANCE

4.1 The City and the County shall jointly participate in the project for the beautification improvements on the Causeway.

4.2 The County shall be solely responsible for the ongoing maintenance, signage, changing station, trash receptacles, bollards, beach raking, trash removal and landscape of the Causeway.

4.3 The City shall be solely responsible for all jurisdiction activities on the waterways. Manatee County will have no jurisdiction of activities on the causeway waterways.

4.4 The maintenance, signage and landscaping of the north and south side of the Palma Sola Causeway shall conform to all FDOT Maintenance of Traffic Standards. Should the County desire to close a traffic lane due to such

maintenance, the County agrees to coordinate such lane closure with the FDOT Manatee Operations Center.

4.5 The City will provide Manatee County an annual cost equivalent to one parks maintenance technician salary of $61,692.00, all inclusive.

Article V
AMENDMENTS; ENFORCEMENT

5.1 This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners, for the City by its City Council, and only if properly executed by all the parties hereto.

5.2 The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article VI
TERMINATION

6. This Agreement may be terminated for convenience by either party upon ninety (90) days written notice to the other party. Unless terminated for cause in accordance with applicable law, this Interlocal Agreement shall remain in full force and effect until the written notice between the City and County.

Article VII
VALIDITY

7. After consultation with their respective legal counsel, the City and the County each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represent, warrant and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

Article VIII
NO GENERAL OBLIGATION

8. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, the County, the State of Florida, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the County.

Article IX
INDEMNIFICATION

9. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context; an "indemnifying party") shall defend, indemnify and save harmless the others, their officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Agreement.

Article X
FORCE MAJEURE

10. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

Article XI
AMBIGUITIES CONSTRUCTION

11. All parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

Article XII
HEADINGS

12. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Article XIII
SEVERABILITY

13. The provisions of this Agreement are declared by the parties to be severable.

Article XIV
GOVERNING LAW; VENUE

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

Article XV
FULL AGREEMENT; FILING WITH CLERK OF CIRCUIT COURT

15. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Agreement and all amendments thereto shall be filed with the Clerk of the Circuit Court for Manatee County.

Article XVI

NOTICES

16. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified r registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:

Manatee County Administrator
Manatee County Administration Center
1112 Manatee A venue, Suite 920
Bradenton, Florida 34205
Facsimile: (941) 745-3790

With a copy to:

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941) 749-3089

If to City:

City Administrator
101 Old Main Street West
Bradenton, Florida 34205
Facsimile: (941) 932-9547

With a copy to:

Scott Rudacille, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
Facsimile: (941) 745-2093

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives as of the dates set forth below.

CITY OF BRADENTON, a Florida municipality

By:_____
Gene Brown, Mayor

Date:_____

ATTEST:

By:_____

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairman

Date:_____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:_____
Deputy Clerk

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the December 13, 2023 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the December 13, 2023 City Council meeting.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the December 13, 2023 City Council meeting.

ATTACHMENTS:
12-13-2023 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

December 13, 2023
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, December 13, 2023.

Present: Mayor Gene Brown; Vice Mayor and Councilwoman Ward I Jayne Kocher; Councilwoman 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; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Jim McLellan, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Lance Williams, Chief Operating Officer; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Pastor Don Sturiano with Kingdom Life Christian Church.

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

Melanie Bevan, Police Chief, thanked Pastor Sturiano for helping to organize the Honoring the Badge event fifteen years ago. Through this event, she continued, children in Bradenton were hand-picked based on need and given gift cards to purchase items for themselves. She continued by describing the event's success and the happiness it gave the officers and volunteers who take part.

PROCLAMATIONS: None.

PRESENTATIONS:

a) Finance: Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting

Lance Williams, Chief Operating Officer, read the Certificate of Achievement for Excellence in Financial Reporting. He described the importance of this accomplishment and gave recognition to Linda Guth, Senior Accountant, and Heide Warnemunde, Assistant Finance Director, for their efforts in managing the City's finances and streamlining procedures. Mr. Williams gave each of them a framed certificate from the Government Finance Officers Association.

b) City Administration: Employee Retirement Recognition

Rob Perry, City Administrator, invited Jeannie Roberts, Communications Coordinator, and Jim McLellan, Public Works & Utilities Director, to join him at the podium. Mr. Perry announced their retirement and recognized their hard work over many years.

A personalized Pittsburgh Pirates jersey with Ms. Roberts' name on the back was given to her. A plaque honoring Mr. McLellan's thirteen years of service was presented to him. In turn, Council shared their appreciation and best wishes for the future.

CITIZEN COMMENTS:

Dennis Clot and Truality, 1719 9th Street West, shared a public service message regarding prostate screening awareness and he shared his desire to host concerts to promote the message. The group then performed a short song.

Kimla Murrell, 521 12th Avenue West, explained that she and her neighbors expressed their concerns to the Bradenton Police Department regarding illicit activities in the area around 12th Avenue West. She said that the area was cleaned up and the unlawful activity drastically decreased thanks to the efforts of the Police Department and Code Enforcement. She was grateful to Chief Bevan and Councilwoman Coachman for their assistance in the matter.

CONSENT AGENDA:

a) Administrative Services: Resolution 23-85 - Affordable Housing Advisory Committee (AHAC) Report on SHIP Affordable Housing Incentives Strategies
b) Administrative Services: Resolution 23-86 - CDBG 2022-2023 Consolidated Annual Performance Evaluation Report (CAPER)
c) Clerk: Minutes from the October 11, 2023 City Council Meeting
d) Clerk: Minutes from the October 26, 2023 City Council Special Meeting
e) Clerk: Minutes from the November 1, 2023 City Council Meeting
f) Clerk: Minutes from the November 28, 2023 City Council Special Meeting
g) Finance: Budget Adjustment BA24-01
h) Fire: Resolution 23-84 - Statewide Mutual Aid Agreement
i) Human Resources: Retirees City's Health Insurance Plan - Adding Teladoc as a Benefit Option
j) Information Technology: Local Governance Cybersecurity Standards Attestation
k) Police: 2023 COPS Grant Acceptance
l) Police: Funding Agreement with Manatee County for Edward Byrne Justice Assistance Grant (JAG) Funds
m) Police: Opioid Settlement Expenditure Request
n) Public Works & Utilities: Approval of Guaranteed Maximum Price (GMP) Addendum to PSOC Construction Manager at Risk Contract (CMAR) with Tandem Construction
o) Public Works & Utilities: Award of Contract for Injection Well Drilling
p) Public Works & Utilities: Change Order No. 003 to Design Contract with AECOM for the Bradenton Police Department Headquarters
q) Purchasing: GMP Addendum to Agreement for CMAR Services with NDC Construction for the LECOM Park Facility Upgrade
r) Public Works & Utilities: Maintenance Map Roadway Adjustment
s) Public Works & Utilities: State and Local Roadway MPO Prioritization
t) Purchasing: PB-23-031NT Agreement with Deere & Company
u) Purchasing: PB-23-030NT Agreement with Toro Company
v) City Administration: Payout of Vacation Hours

MOTION TO APPROVE THE CONSENT AGENDA FOLLOWING THE REMOVAL OF ITEMS L AND S was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher.

Following a brief discussion, the motion was amended by Councilwoman Barnebey to **MOTION TO APPROVE THE CONSENT AGENDA FOLLOWING THE REMOVAL OF ITEMS K AND S** and Vice Mayor Kocher agreed to the amendment.

Councilwoman Gonzalez Moore requested that Item n also be removed. The motion was then amended by Councilwoman Barnebey to **MOTION TO APPROVE THE CONSENT AGENDA FOLLOWING THE REMOVAL OF ITEMS K, S, AND N**. Vice Mayor Kocher agreed to the amendment and the motion passed 5-0.

Regarding Item k, Councilwoman Barnebey requested Chief Bevan explain the monetary implications of hiring more police staff moving forward. Chief Bevan explained that there are several new services the Police Department would be implementing using other funding sources, like the Opioid Settlement and the Community Development Block Grant (CDBG). Chief Bevan explained that CDBG would help fund the new Homeless Case Manager and an officer to address blight. She went on to share that the COPS Grant was a matching grant for community and violent crime policing. Chief Bevan shared that the budget adjustments, in the form of more officers and vehicles, would come forward towards the end of the fiscal year.

MOTION TO APPROVE ITEM K was made by Councilwoman Barnebey and seconded by Councilman Cramer. The motion passed 5-0.

Regarding Item s, Councilwoman Barnebey requested a discussion regarding State and Local Roadway Metropolitan Planning Organization (MPO) Prioritization. Mr. McLellan explained that although this was an annual process, however, this was the first time the MPO had put a focus on local roads. He shared that the prioritized roads are 11th Avenue at 63rd Street within Village Green, which would generate a ten-foot-wide trail system; Second Avenue and 24th Street East roundabout; Southern Parkway roundabout; and 17th Avenue and 22nd Street West roundabout. Mr. McLellan shared another project was to create on-street parking on 13th Avenue West from 9th Street West to Third Street West.

MOTION TO APPROVE ITEM S was made by Councilwoman Barnebey and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

Regarding Item n, Councilwoman Moore asked staff to disclose possible funding sources for the Guaranteed Maximum Price (GMP) Addendum for the Construction Manager at Risk Contract (CMAR) with Tandem Construction. Mr. Perry clarified that the City had applied to the state for funds via the office of Congressman Vern Buchanan.

MOTION TO APPROVE ITEM N was made by Councilwoman Gonzalez Moore and seconded by Vice Mayor Kocher. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) City Administration: Lease Agreement the for continued use of 1405 4th Avenue West as a Historical Records Library - PUBLIC HEARING

Corey Fortin, Policy, Planning, Procedures, and Real Estate Administrator, explained that the building located at 1405 4th Avenue West had been used as a historical library since 1978, and the current lease was for a term of 75 years. She said that because the long-term lease was under fair market value, a public hearing must be held.

The public hearing was opened. Those who wished to speak during the public hearing were invited to come forward. None came, and the public hearing was closed.

MOTION TO APPROVE THE DISPOSITION OF CITY-OWNED PROPERTY UNDER FAIR MARKET VALUE AND APPROVE THE LONG-TERM LEASE WITH THE MANATEE COUNTY CLERK OF CIRCUIT COURT AND COMPTROLLER FOR CONTINUED USE OF THE PROPERTY LOCATED AT 1405 4TH AVENUE WEST, BRADENTON, FLORIDA, AS A HISTORICAL RECORDS LIBRARY was made by Councilwoman Gonzalez Moore and seconded by Councilman Cramer. The motion passed 5-0.

The meeting was recessed at 10:06 a.m. and then reconvened at 10:12 a.m.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) Community Redevelopment Agency (CRA): Third Amendment to the Land Use Restrictions Agreement (LURA) with Pearl Homes

Chris Munyon, CRA Manager, shared that the Metropolitan workforce housing complex is nearing completion. He clarified that the Certificate of Occupancy was changed from January 1, 2024 to March 31, 2024, without incurring any penalties, as per the Third Amendment to the LURA.

Discussion: Live Local Act and incentives.

MOTION TO APPROVE THE THIRD AMENDMENT TO THE LURA WITH PEARL HOMES PARTNERSHIP, LLC was made by Vice Mayor Kocher and seconded by Councilman Cramer. The motion passed 5-0.

b) Public Works & Utilities: Update on Fire Station 2 and Cost Estimate

The design and estimated cost of Fire Station 2 were updated by Mr. McLellan and Fire Chief Tim Geer. According to Mr. McLellan announced because of inflation, the new design cost estimate was $8.9 million, although the original budget was $7.75 million.

According to Mr. McLellan, the expected cost was lowered by around $500,000 after Willis A. Smith Construction put out bid requests for value engineering to their subcontractors. He went on that there may be additional cost savings if the construction and design contingencies are not utilized. He mentioned that even greater cost savings might be achieved by having the materials purchased directly from the owner and having the fencing and gates altered.

Mr. McLellan provided a status update regarding the dates for construction documents, the Guaranteed Maximum Price (GMP) draft requiring Council approval, the duration of demolition, and the start of construction.

Mayor Brown asked Willis A. Smith Construction's Brett Raymaker and Robbie Gronbach to discuss if they believed construction material costs would keep rising.

Discussion: Comparison between construction costs of Fire Station 3 and Fire Station 2.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Vice Mayor and Councilwoman Ward I Jayne Kocher: Vice Mayor thanked the Village Green Homeowner's Association for the invitation to their latest meeting.

Councilwoman Ward II Marianne Barnebey: Councilwoman Barnebey expressed her sympathies to the families of Jack Mackie and Pat Windham, both of whom passed away recently.

Councilwoman Barnebey congratulated resident Tracey Vita on her retirement and thanked all who were involved in making the Winter Wonderland event a success.

Councilman Ward III Josh Cramer: Councilman Cramer shared his condolences on the passing of Sergeant John Kenny.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore expressed her gratitude for a successful first year on City Council and the relationships made in the community.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman shared comments she had received from the community regarding speeding and illegal parking.

Councilwoman Coachman wished Jeannie Roberts and Jim McLellan a happy retirement.

Mayor Gene Brown: Mayor Brown expressed his gratitude for the hard work from both City staff and City Council. He spoke about the upcoming major projects that would benefit the City and the value of being completely open and honest with the community.

DEPARTMENT HEAD REPORTS: None.

The meeting was adjourned at 11:20 a.m.

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

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

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

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

SUGGESTED ACTION: Motion to Approve Ordinance 4027.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting to rezone approximately 12.19 acres of land from R-2 (Medium Density Residential) to PDP (Planned Development Project) for the purpose of developing the property with 66 one-family semidetached dwellings,

with each dwelling unit on its own individual lot. The proposed project is similar to the Amberly development located off of 57th Street East, which also has the PDP zoning designation. The City's Land Use Regulations (LUR) do not permit one-family semidetached dwellings under standard zoning districts. A rezoning to Planned Development Project (PDP) is the only available option at this time for this housing type.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Ordinance 4027.

ATTACHMENTS:
Ordinance 4027
PDP.23.4841 - Application
PDP.23.4841 - Presentation
PDP.23.4841 - Staff Report
12-20-2023 Planning Commission Draft Minutes

ORDINANCE NO. 4027

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS, CHANGING ZONING FROM R-2, MEDIUM DENSITY RESIDENTIAL, TO PDP, PLANNED DEVELOPMENT PROJECT, FOR THE PROPERTIES LOCATED 1201 27TH STREET EAST AND 2906 11TH AVENUE EAST (PARCEL ID NUMBERS 1387000050 AND 1387200007), MORE PARTICULARLY DESCRIBED HEREIN; APPROVING A PDP SITE PLAN FOR 66 SEMIDETACHED RESIDENTIAL UNITS; SUBJECT TO STIPULATIONS AS CONDITIONS OF APPROVAL; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency ("LPA") for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas in order to implement the goals, objectives, and policies of the comprehensive plan, and

WHEREAS, the City amends such regulations and atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, Jordan Creek at Bradenton East, LLC owns the properties located 1201 27th Street East and 2906 11th Avenue East, consisting of 12.19 acres, as legally described in Exhibit "A" attached hereto (collectively, the "Property"); and

WHEREAS, Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC ("Applicant"), submitted a Zoning Atlas Amendment application to rezone the Property from R-2 (Medium Density Residential) to PDP (Planned Development Project) (the "Amendment"); and

WHEREAS, the Applicant also filed a PDP Preliminary Site Plan for sixty-six (66) semidetached single family dwelling units on the property, as depicted on the site plan attached as Exhibit "B" (the "Project"); and

WHEREAS, the LPA and the City Council have in preparation of the Amendment to the City's Zoning Atlas performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on December 20, 2023 to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval with stipulations; and

WHEREAS, the LPA determined that the Project as proposed, and as further described in the Staff Report presented at the public hearing on December 20, 2023, is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations;

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes, held on January 24, 2024 after proper notice, and finding the proposed Amendment and PDP Preliminary Site Plan to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the

requirements of Section 3.1.5 and Section 3.4.1 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Land Use Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, changing the classification of the Property from R-2, Medium Density Residential, to PDP, Planned Development Project.

3. The PDP Preliminary Site Plan attached as Exhibit "B" is hereby approved for sixty-six (66) semidetached single family dwelling units, upon the property subject to the following Stipulation:

    a. Allow for a reduction in the perimeter buffer area from 25 feet to 20 feet with enhanced landscaping.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24th DAY OF JANUARY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	December 20, 2023
City Council 1st Reading	January 10, 2024
City Council 2nd Reading	January 24, 2024

Local Planning Agency ad published	December 8, 2023
City Council 1st Reading ad published	December 29, 2023
City Council 2nd Reading ad published	January 12, 2024

EXHIBIT "A"

1201 27th Street East (Parcel ID 1387000050)
ALL THAT CERTAIN PLAT, PIECE OF PARCEL OF LAND KNOWN AND DESC AS THE SW1/4 OF THE NW1/4 OF THE NW1/4 OF SEC 32, LESS & EXCEPT 30 FT OFF THE S SIDE FOR RR R/W; TOGETHER WITH ALL OF BLK 3, AND ALL OF BLK 4, SOUTH BRADEN CASTLE CAMP PER PLAT REC IN PB 2 P 144, ALSO THAT PART OF VACATED 3RD ST E, LYING ADJ TO BLK 3, AND THAT PART OF VAC 4TH ST E, LYING BETWEEN BLKS 3 & 4 AND THAT PART OF THE N1/2 OF VAC JACKSON ST LYING S OF AND ADJ TO BLKS 3 & 4, AS VAC BY RESOL REC IN (1389/3660), SUBJ TO MAINTAINED R/W (1497/3923); TOGETHER WITH VACATED STREET LYING E OF & ADJ TO THE ABOVE DESC PARCEL PER ORD #3085 REC IN INST#202141140894 & CORR IN INST#202241042035. PI#13870.0005/0

2906 11th Avenue East (Parcel ID 1387200007)
LOTS 1 THRU 14 BLK 5 SOUTH BRADEN CASTLE CAMP, ALSO THE W1/2 OF VACATED STREET LYING BETWEEN BLKS 5&6 DESC (1194/1435); TOGETER WITH VACATED STREET LYING W & S OF & ADJ TO THE ABOVE DESC PARCEL PER ORD #3085 REC IN INST#202141140894 & CORR IN INST#202241042035. PI#13872.0000/7

EXHIBIT "B"
Preliminary Site Plan

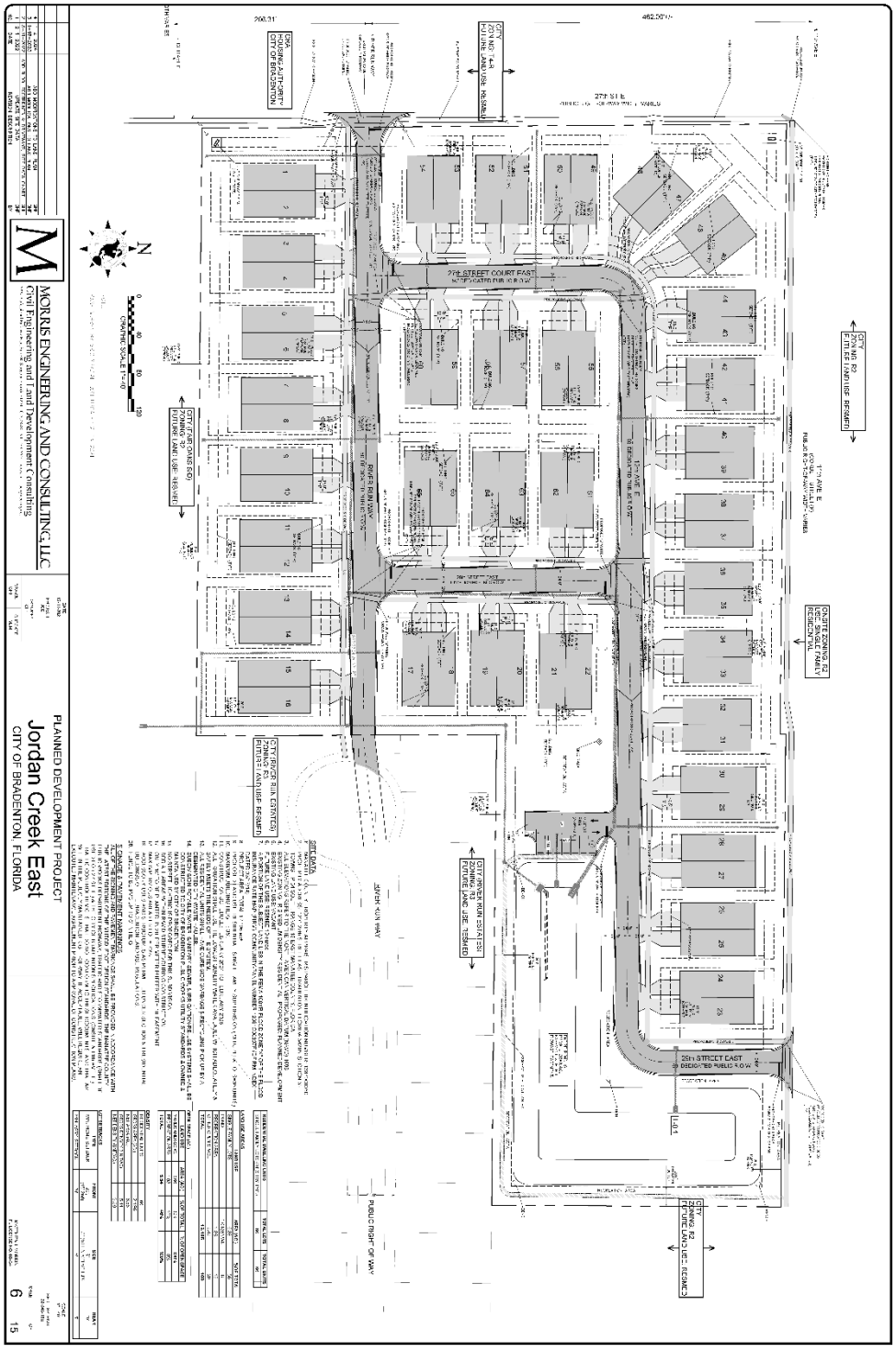
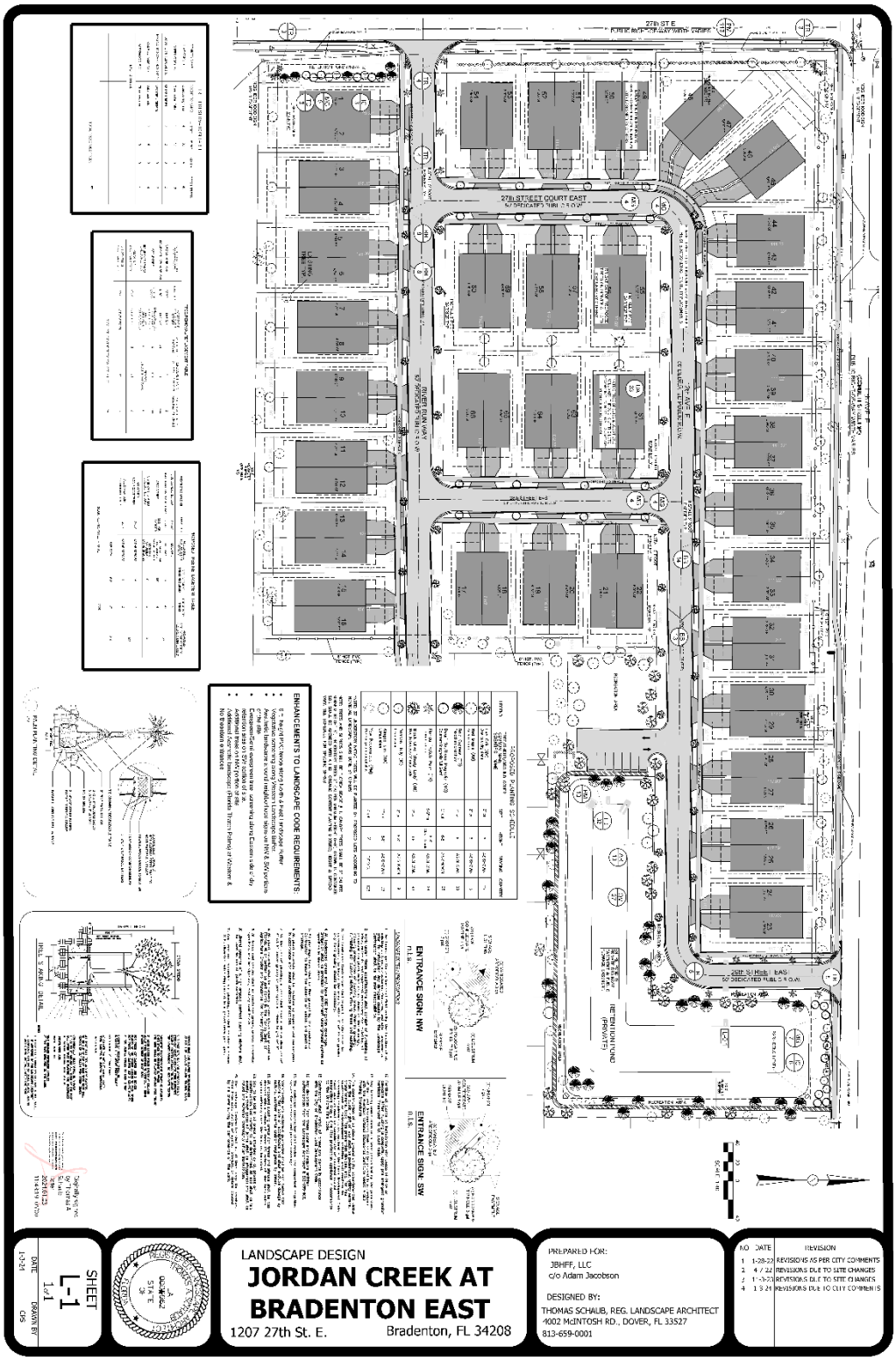

PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
25th STREET COURT EAST
NOT DEDICATED PUBLIC R.O.W.
25th STREET EAST
25th AVENUE EAST
PUBLIC RIGHT-OF-WAY
CITY ZONING: R3
FUTURE LAND USE: RESIDENTIAL

EXHIBIT "B
Preliminary Site Plan



Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION — REQUIRED

Name of Property Owner: JORDAN CREEK AT BRADENTON EAST, LLC
Owner Address: 11330 SW 23RD PLACE, DAVIE, FLORIDA 33325 Telephone: 305.219.5639
Name of Agent: MORRIS ENGINEERING & CONSULTING, LLC
Agent Address: 6997 PROFESSIONAL PKWY E, STE B SARASOTA, FLORIDA 34240 Telephone: 941.444.6644
Owner/(Agent) Email: lstewart@morrisengineering.net / LINDA STEWART, AICP

PROPERTY INFORMATION — REQUIRED

Property Address: 1201 27TH ST E & 2906 29TH AVE E, BRADENTON, FL 34208
PDP Name: JORDAN CREEK EAST Acreage: 11.26+/-
Zoning District: R-2 (RESIDENTIAL MEDIUM DENSITY) *click to view Zoning map
Future Land Use: RESMED (RESIDENTIAL MEDIUM DENISTY) *click to view FLU map
Ward #: 5 *click to view Ward map
Neighborhood #: 1386500 *click to view Neighborhoods map

PDP — REQUIRED

Indicate Type of PDP requested: [X] Preliminary [ ] Final

MATERIALS FOR REVIEW — REQUIRED

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

▶ **Preliminary PDP Application**
- Preliminary PDP Fee: $5,520 or $4,000 (if advertised concurrently with FLUM Amendment)
- Notarized Agent Authorization Form, if applicable
- Project Narrative/Justification
- Findings of Fact/Review Criteria (see page 2 for Preliminary PDP Review Criteria)
- Ten(10) folded copies of Preliminary PDP Site Plan (see page 3 for Preliminary PDP Site Plan requirements)
- Community Impact Report (CIR) (see page 5 for CIR requirements)
- Concurrency Review Worksheet (see page 6 for Concurrency Review requirements)
- One (1) electronic copy of Preliminary PDP Application and all materials for review in PDF format

▶ **Final PDP Application**
- Final PDP Review Fee: $500
- Notarized Agent Authorization Form, if applicable
- Letter of Request
- Four (4) folded copies of Final PDP Site Plan (see page 4 for Final PDP Site Plan requirements)
- One (1) electronic copy of Final PDP Site Plan and all materials for review in PDF format

SIGNATURE — REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant 11.16.23 Date

CITY STAFF ONLY — CITY STAFF ONLY

Application Fees:
Fee Required: $5,520 or $4,000 (if advertised concurrently with FLUM amendment)
$500 (Final PDP)
FEE COLLECTED: $
RECEIPT #:

Application Sufficiency:
Sufficient: [X]
Incomplete: [ ]
APPLICATION #: 234841

CITY COUNCIL:
CITY PLANNING COMMISSION:
DRC:
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

PDP ELIGABILITY

The Planned Development Project (PDP) standards are geared to allowing developers maximum flexibility in designing higher quality, more innovative projects that might not otherwise be permitted through the Land Use Regulations. Preservation of environmentally-sensitive lands, creation of green space, and innovative design is highly encouraged.

PDP review and approval is required for:

A. *Any project or new construction in a PDP District, unless the new construction is considered a minor amendment to a previously approved PDP site plan.*
B. *Any project involving more than 200 linear feet of land below the 2-foot contour line.*
C. *A subdivision that does not meet the subdivision requirements of the Land Use Regulation.*
D. *To be eligible for PDP consideration, the proposed development should:*
   1. *Be at least one acre in total area, unless the PCD Director has determined that a smaller property could provide a beneficial contribution to the City or surrounding neighborhood. More than one lot of record may be proposed as part of a PDP, including non-contiguous lots of record within the same Comprehensive Plan Neighborhood, subject to PCD approval.*
   2. *Generally exceed the standards contained in the LURs, and not merely circumvent them. The applicant agrees that additional standards may be required as part of the approval process. Any PDP proposing a reduction of required standards must include findings provided by the applicant for justifying the reductions.*
   3. *Be reviewed by the Development Review Committee (DRC) as part of a Pre-Application meeting, to discuss the concept of the proposed development and the procedural requirements of the Land Use Regulations. The applicant must provide a conceptual site plan showing the subject property, its relationship to the surrounding properties, and the general development scheme.*

PRELIMINARY PDP REVIEW CRITERIA

PRELIMINARY PDP REVIEW CRITERIA:

Certain design and service standards are required for all PDPs regardless of the underlying primary use. While flexibility in these requirements may be granted, such flexibility should be mitigated with enhanced standards applied to other aspects of the proposed PDP.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Preliminary PDP complies with each of the General and Specific review criteria, as applicable:

REQUIRED

GENERAL STANDARDS (all land use types)

A. *Parking and Vehicular Access*	*E.Contributions to Public Facilities*
B. *Streets*	*F.Protection of Resources*
C. *Drainage and Utilities*	*G.Recycling Dumpster Pad*
D. *Concurrency*	*H.Sidewalks*

SPECIFIC STANDARDS (Residential)

A. *Density*	*E.Building Setbacks*
B. *Open Space*	*F.Buffers*
C. *Recreation Area*	*G.Accessory Structures*
D. *Parking*	*H.Neighborhood Activity Center*

SPECIFIC STANDARDS (Professional, Commercial, Industrial)

A. *Intensity*	*D.Permitted Uses*
B. *Open Space*	*E.Buffers*
C. *Building Setbacks*	*F.Accessory Structures*

Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

PRELIMINARY PDP SITE PLAN REQUIREMENTS

PRELIMINARY PDP SITE PLAN REQUIREMENTS:

A. *The PDP Site Plan shall be 24" x 36" and shall be drawn at a scale of one inch equals 100 feet or larger, with the following information clearly indicated:*
B. *North arrow, graphic scale, and locator inset*
C. *Name of project, names and addresses of owner(s), engineer, planner, and agent, as applicable*
D. *Legal description with reference points used for determining the point of beginning, and project boundary lines with bearings and distances*
E. *Data table showing the following for each use and phase separately, as well as, for the overall PDP*
F. *Acreage:*
   1. *Total number of units and individual type calculations, including square footage and density per acre*
   2. *Typical building characteristics including dimensions, height, and number of stories*
   3. *Total acreage/square footage of building footprints*
   4. *Total acreage/square footage of paved areas*
   5. *Streets and parking*
   6. *Total acreage/square footage of retention ponds or other water*
   7. *Total acreage/square footage of open and green space broken down into their separate components (buffers, wooded and wetland areas, fairways, large landscaped areas, etc.)*
   8. *Total acreage/square footage of conservation area*
   9. *Total acreage/square footage of recreation area*
G. *Parking area with arrangement, number of parking spaces and aisle widths, broken down by area which they serve*
H. *Boundary lines, bearings and distances for any parcel divisions or phases*
I. *Contours, existing and proposed, at not greater than 2-foot intervals*
J. *Easements, existing and proposed, and their locations, widths, bearings and distances*
K. *Sidewalks, streets and rights-of-way existing and proposed, on and adjacent to the project and their names, locations, widths, bearings and distances*
L. *Wetlands, waterways and water bodies on and adjacent to the project*
M. *Utilities, existing and proposed, on and adjacent to the project*
N. *Names and locations of adjacent property owners*
O. *Dumpster and recycling pad locations and screening method*
P. *Building envelopes with dimensions and distances from water bodies, adjacent buildings and rights-of-way*
Q. *Acreage/square footage calculations for proposed open space/green areas, recreation areas, paved areas, open water and stormwater retention areas*
R. *Proposed recreation areas, showing dimensions of any proposed building or facilities*
S. *Proposed buffers, walls or other features*
T. *Statement of proposed mechanism for maintaining common areas and a statement assuring perpetual ownership of common areas*
U. *Tree Survey [Note: may be shown on separate sheet. May be waived by the PCD Director.]*
V. *Statement regarding proposed development on contiguous land under same ownership that is not proposed for approval as part of the application*
W. *A detailed rendering of a typical building*
X. *A Landscape Plan that indicates all existing and proposed sewer, water, and electrical lines in order to prevent planting of trees in piped easements.*

REQUIRED*



Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

FINAL PDP SITE PLAN REQUIREMENTS

FINAL PDP SITE PLAN REQUIREMENTS:

The Final PDP Site Plan shall be drawn at the same scale as the approved Preliminary PDP plan. All sheets shall be 24 inches by 36 inches. In addition, a reproducible mylar plan showing all lot lines, easements, and rights-of-way, shall be submitted in a digital format. The following information shall be shown:

A. The final plan shall show all of the items required for the preliminary plan and shall reflect any changes made by the City Council approval of the preliminary plan. In addition, the stipulations of the City Council approval shall be listed on the plan.

B. Any public facilities to be dedicated shall be shown on a separate sheet which shall be in a form suitable for recording with the Clerk of the Circuit Court. A Certificate of Approval for recording, suitable to be signed by the City Clerk, shall be included to indicate that the facilities have been accepted by City Council. The plan shall show the following certifications:
   1. Certification of title showing that the applicant is the owner of the property.
   2. Certification by a registered surveyor, on plat, as to the accuracy of survey and plan.
   3. Certification by the Director of Public Works that the developer has complied with one of the following alternatives:
      a) All of the required improvements have been installed in accordance with the regulations for such projects and other provisions of these LURs and with the action of the commission, board or governing body, as applicable, giving conditional approval of the preliminary development plat, or
      b) A surety bond or certified check has been posted with the governing body in sufficient amount to assure completion of all such required improvements.
   4. Certification by the PCD Director that the plan is in compliance with the approved Preliminary PDP Plan and that a reservation of capacity in public facilities has been made.

REQUIRED

FINAL PDP PROCEDURES

FINAL PDP APPLICATION PROCEDURES:

Following the approval of the Site Improvement/Construction plans, the application for Final PDP Site Plan approval shall include, at minimum, the following:

1. A completed application form and fees.
2. The Final PDP Site Plan showing required information as listed above.
3. The Final PDP Site Plan shall be reviewed by the Development Review Committee for completeness and adherence to the approved preliminary site plan and any City Council conditions of approval.
4. If a bond or other security is to be posted for public improvements, such document shall be submitted to the Director of Public Works and the City Clerk for their approval. Approval by the Director of Public Works of as-built plans for all public facilities to be dedicated shall be required prior to acceptance of dedications by City Council. Following City Council acceptance, the dedication shall be recorded with the Clerk of the Circuit Court by the City Clerk.
5. Following the dedication of, or posting of a bond or other security for all public improvements, and upon finding that the Final PDP Site Plan is complete and in compliance with the approved Preliminary PDP site plan, the PCD Director shall approve the Final PDP Site Plan and notify the applicant that development permits may be applied for. Approval by the PCD Director shall include a reservation of capacity for public facilities. A mylar copy of the approved Final PDP Site Plan shall be filed with the PCD Director as a permanent record.
6. Approval of the final site plan, including the reservation of capacity of public facilities, shall expire in one year unless Building Permits have been issued for construction of structures or public improvements have been completed.

Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

COMMUNITY IMPACT REPORT

REQUIRED

COMMUNITY IMPACT REPORT: REQUIRED FOR PRELIMINARY PDP APPLICATIONS ONLY:
Where required by the Land Use Regulations, a Community Impact Report (CIR), or a partial CIR shall be submitted as part of an application. Depending upon the specific circumstances of an applicant's proposal, as determined by the PCD Director, a CIR may include any or all of the following studies:

A. *Visual Impact Analysis*

B. *Land Use Assessment*

C. *Traffic Study*

D. *Environmental Impact Assessment*

E. *Area Impact Assessment*

F. *Hurricane Evacuation Analysis*

Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

CONCURRENCY REVIEW WORKSHEET: REQUIRED FOR PRELIMINARY PDP APPLICATIONS ONLY:

CONCURRENCY REVIEW WORKSHEET

Project Name: JORDAN CREEK EAST

Location (address): 1201 27TH ST & 2906 29TH AVE E, BRADENTON, FL 34208
(PID 1387000050) (1387200007)

Engineer of Record: MATTHEW J. MORRIS, P.E.

Type of Development: SINGLE-FAMILY RESIDENTIAL

Total Acreage: 11.26+/- **Acreage above 2-foot contour line:** 11.26+/-

Impervious Areas (specify acres or square footage):

Building Coverage: 152,108 SF
Paved Areas (include walkways): 17,820 SF

Pervious Areas:
Open Space: 3.29 AC
Retention: 76,730+/- SF
Other (specify):
Total Recreation Area: 15,000+/- SF
Rec. area less bldgs. & playcourts:

Density/Intensity:
Units per acre: 5.94 DU/AC Non-residential square footage: 0

Projected Average Vehicle Trips per Day: 132

Projected Volume (GPD) of Water Consumption: 15,840 GPD

Projected (GPD) Wastewater Flow: 16,830 GPD

Type of Irrigation: WET RETENTION IRRIGATION
Projected GPD of potable water: 0

Projected Solid Waste (tons per year):
Landfill: 126
Recyclable: 54
Paper:
Glass:
Aluminum:
Cardboard:

Drainage (by volume):
Retained on site: 7 AC-FT Treated: 1.02 AC-FT

School Facilities (to be approved by Manatee County School District: APPLIC #212424 SCHOOL CAPACITY SCHOOL REPORT DATED 03.04.21 INDICATES SUFFICIENT CAPACITY

Permits Required from Other Agencies and Their Status:

bradenton
The Friendly City

Planned Development Project Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

PLANNING & ZONING AGENT AUTHORIZATION FORM

AGENT AUTHORIZATION — REQUIRED

Property Address: **1201 27th St E & 2906 11th AVE E, BRADENTON 34208**

I, **ADAM H. JACOBSON**, the registered property owner(s) of the above noted property, do hereby authorize

MORRIS ENGINEERING & CONSULTING, LLC	**MORRIS ENGINEERING & CONSULTING, LLC**
Print Name of Agent **(ALL STAFF)**	Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

Signature of Owner(s) **(ADAM H. JACOBSON)**	**11330 SW 23RD PL, DAVIE, FLORIDA 34236** Owner(s) Address (if different than property above)
Signature of Agent	6997-13 PROFESSIONAL PKWY E, SARASOTA 34240 Agent Address and Phone 941. 444-6644

NOTARY — REQUIRED

STATE OF FLORIDA, BROWARD COUNTY

The Foregoing instrument was acknowledged before me by means of _X_ physical presence or

____ online notarization, this 16 day of **NOVEMBER, 2023**, produced FL ID _____ respectively, as identification and

who did (did not) take an oath:

Signature

Chelsea Briggs, Notary Public
Print Name

State of Florida
My Commission Expires: Feb 14, 2026

CHELSEA BRIGGS
Notary Public - State of Florida
Commission # HH 228088
My Comm. Expires Feb 14, 2026

Jordan Creek East

Narrative

Jordan Creek East is an 11.26± acre, proposed residential development located on 27th Street East and 11th Avenue East within the municipal boundaries of the City of Bradenton.

The property is currently zoned R-2, a Medium Density Residential designation, with a Future Land Use of RESMED allowing 10 du/ac. The proposal to rezone to a Planned Development residential designation will allow for a streamlined, infill development compatible with the surrounding area.

The property will be developing a residential development containing twin pair, duplex, dwelling units. This property was initially approved utilizing a twin pair, duplex, design concept with the City of Bradenton for a SIP and required State permits from the Southwest Florida Water Management District (SWFWMD) and Florida Department of Environmental Protection (FDEP) containing 66 residential units, a lake and a private recreation area for 33 buildings containing 66 residential units. The gross density of the proposed development is 5.94 dwelling units per acre (5.94 du/ac). Access to the property would be via three (3) access points one being to 27th Street East, one access point to 11th Avenue East and an interconnect with River Run Way, all public roadways. Open space would consist of 3.29 acres or 30% with perimeter landscape buffering roadway trees plantings noted for installation to not be in conflict with utility installations.

The residential design contains 66 residential units, a retention lake, a recreation area adjacent to the lake area providing for passive, open recreation. The gross density developed would be 5.94 du/ac. Sidewalks are proposed along each internal roadway and an offside sidewalk along 11th Avenue East, providing for pedestrian safety and additional recreational opportunities.

Public utilities will be connected to the property. A 12" watermain is existing along 27th Street East as well as a 6" forcemain and an 8" wastewater line providing sufficient ability for the development to provide public utilities into the site.

The design concept has advantages beneficial to the development as well as the surrounding area as an infill development. The single family residential units are in keeping with a majority of the existing structures surrounding the property.

The proposed development is not proposed to adversely affect the surrounding area or the general health, safety and/or welfare of the general public.

Community Impact Report (CIR)

Preliminary PDP Application

A partial CIR is being submitted for the Jordan Creek East Subdivision as follows:

B. Land Use Assessment

The property has a Future Land Use of RESMED, Residential Medium Density, this is compatible with the same Future Land Use designations in the surrounding area of the property. Jordan Creek East is proposing to construct 66 single family residential structures, in compliance with the areas to the north, south east and west and residential zoned and developed with residential structures.

Public utilities will be utilized to serve the development, public roadways will be constructed with an internal access to River Run Way to the east and connections to both 27th Street East and 11th Avenue East, all County maintained roadways.

C. Traffic Study – See application package.

D. Environmental Impact Assessment – See application package.

Specific Approval

From LDC Section 3.4.1.3.a.vi. - 25 foot perimeter buffer requirement to allow a 20 foot wide buffer with plantings located within the outer 10 feet of the 20 foot buffer. This is requested in order to avoid utility and drainage easements as to not interfere with the safe operation and maintenance of the infrastructure and easement areas.

191

Prepared by:
Jerome S. Levin
Levin Law, LC
1444 1st Street, Suite A
Sarasota, FL 34236
File Number: **135.007**

Return to:
Kapp Morrison, LLP
7900 Glades Road, Suite 550
Boca Raton, Fl 33434

309094410MC [Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made 8 day of **November, 2021** between

Golf Village, LLC, a Florida limited liability company whose post office address is **1444 1st Street, Suite A, Sarasota, FL 34236**, grantor, and

Jordan Creek at Bradenton East, LLC, a Florida limited liability company whose post office address is **11330 SW 23rd Place, Davie, FL 33325**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Manatee County, Florida** to-wit:

See Attached Exhibit "A"

Parcel Identification Number: 1387000050
Parcel Identification Number: 1387200007

Subject to covenants, restrictions, easements, conditions and limitations of record which are not reimposed by this Deed.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

192

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Patti Kennedy

Witness Name: Linda C. Veautour

Golf Village, LLC, a Florida limited liability company

By: _____
Jerome S. Levin, Authorized Agent

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 5th day of November, 2021 by Jerome S. Levin, Authorized Agent of Golf Village, LLC, on behalf of the company, who [X] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

LINDA C. VEAUTOUR
MY COMMISSION # GG 149398
EXPIRES: December 17, 2021
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

Parcel 1

Lots 1 through 14, Block 5, SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, as per plat thereof recorded in Plat Book 2, Page 144, of the Public Records of Manatee County, Florida. Also the West 1/2 of vacated 6th Street lying between Blocks 5 and 6 of South Braden Castle Camp Addition To Manatee, Florida, as per plat thereof recorded in Plat Book 2, Page 144, as described in Resolution 87-49 in Official Records Book 1194, Page 1435, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at the Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of Block 4, of said SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence S.89°24'24"E., a distance of 40.00 feet to the Northwest corner of aforesaid Block 5, said point being the **POINT OF BEGINNING**; thence along aforesaid South right-of-way line of 11TH AVENUE EAST (CORBETT STREET PER PLAT), S.89°24'24"E., a distance of 144.39 feet to the Northeast corner of aforesaid Block 5; thence along the centerline of aforesaid vacated 6TH Street, S.00°18'10"W., a distance of 280.46 feet to the southeast corner of aforesaid Block 5; thence along the North right-of-way line of JACKSON STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.89°23'01"W., a distance of 144.39 feet to the Southwest corner of aforesaid Block 5; thence along the East right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.00°18'10"E., a distance of 280.40 feet to the **POINT OF BEGINNING**.

Parcel 2

All that certain plat, piece or parcel of land known and described as the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 32, Township 34 South, Range 18 East, being and lying in Manatee County, Florida, LESS AND EXCEPT 30 feet off the South side for Railroad right of way, 25 feet off the West side for 27th STREET right-of-way, & 11TH Avenue East as now laid out and in use. TOGETHER WITH all of Block 3 and all of Block 4, South Braden Castle Camp Addition To Manatee, Florida, as per Plat thereof recorded in Plat Book 2, Page 144, ALSO that part of vacated Third Street, lying adjacent to Block 3, and that part of Vacated Fourth Street lying between Blocks 3 and 4 and that Part of the North 1/2 of vacated Jackson Street lying South of and adjacent to Blocks 3 and 4, as vacated by Resolution 92-45 recorded in Official Records Book 1389, Page 3660, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021, said point being the **POINT OF BEGINNING**, thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of aforesaid Block 4; thence along the West right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, S.00°18'10"W., a distance of 300.39 feet to a point on the North boundary of RIVER RUN ESTATES, according the plat thereof, recorded in Plat Book 65, Page 55, of the Public Records of Manatee County, Florida; thence along said North boundary, N.89°23'01"W., a distance of 304.64 feet to the Northwest corner of said RIVER RUN ESTATES; thence along the West boundary of said RIVER RUN ESTATES, S.00°09'40"E., a distance of 312.19 feet to the Southwest corner of said RIVER RUN ESTATES said point also lying on the North right-of-way line of an unrecorded 30 foot railroad right-of-way; thence along said North right-of-way line, N.89°26'13"W., a distance of 631.56 feet to a point on the East maintained right-of-way line of 12th STREET EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said East right-of-way line, N.00°24'51"W., a distance of 606.97 feet to the **POINT OF BEGINNING**.

TOGETHER WITH vacated right of ways for 5th Street and Jackson Street as set forth and more particularly described in Ordinance No. 3085 recorded October 22, 2021 in Instrument # 202141140894.

(1 of 1)

Parcels: 1387000050--JORDAN CREEK AT BRADENTON EAST LLC

SELECTPIN	1387000050
PARCEL_ID	1387000050
PRIMARY_AD	1201 27TH ST E
PROP_HN	1201
POSTAL_STR	27TH
POSTAL_SUF	ST
PROP_DIR	E
PROP_CITYN	BRADENTON
PROP_ZIP	34208
PROP_PLC	BR
OWNER	JORDAN CREEK AT BRADENTON EAST LLC
SECONDARY_	
SUBDNUM	1386500
SUBDIVISIO	SOUTH BRADEN CASTLE CAMP PB2/144
SUBDIVIS_1	V001-
ACRES	11.247
LUC	1000
LUC_DESCRI	Vacant Commercial (1555)
ZONING	BR_R-2
COMMISSION	Amanda Ballard
FUTURE_LAN	CITY
SECTION_IN	32 34S 18E
SEC	32
TWN	34S
RNG	18
HIST_NAME	
FLOOD_ZONE	AE,X
FLOOD_WAY	
FLOOD_MAP	12081C0307F
OVERLAYS	CEA,CPA
WATERSHED	
HISTORIC	URBAN-C
FIRE_DISTR	CITY OF BRADENTON FIRE DEPT
EVACUATION	A,B
IMPACT_FEE	SE
SPECIAL_AR	
SCHOOL_SVC	SSA-3
FRONTAGE	0
IMPRVAL	10
JUSTVAL	418860



200ft

-82.529 27.489 Degrees

Layer List

(1 of 1)

Parcels: 1387200007--JORDAN CREEK AT BRADENTON EAST LLC

SELECTPIN	1387200007
PARCEL_ID	1387200007
PRIMARY_AD	2906 11TH AVE E
PROP_HN	2906
POSTAL_STR	11TH
POSTAL_SUF	AVE
PROP_DIR	E
PROP_CITYN	BRADENTON
PROP_ZIP	34208
PROP_PLC	BR
OWNER	JORDAN CREEK AT BRADENTON EAST LLC
SECONDARY_	
SUBDNUM	1386500
SUBDIVISIO	SOUTH BRADEN CASTLE CAMP PB2/144
SUBDIVIS_1	1-5
ACRES	1.1296
LUC	0000
LUC_DESCRI	Vacant Residential Platted (1554)
ZONING	BR_R-2
COMMISSION	Amanda Ballard
FUTURE_LAN	CITY
SECTION_IN	32 34S 18E
SEC	32
TWN	34S
RNG	18
HIST_NAME	
FLOOD_ZONE	AE,X
FLOOD_WAY	
FLOOD_MAP	12081C0307F
OVERLAYS	CPA
WATERSHED	
HISTORIC	URBAN-C
FIRE_DISTR	CITY OF BRADENTON FIRE DEPT
EVACUATION	A
IMPACT_FEE	SE
SPECIAL_AR	
SCHOOL_SVC	SSA-3
FRONTAGE	144
IMPRVAL	0
JUSTVAL	45000



200ft

-82.529 27.489 Degrees

Layer List

Jordan Creek at Bradenton East
Environmental Assessment Report
Subdivision Plan Approval
City of Bradenton, Florida

October 2021
(Updated October 2023)
ECT No. 210715-0200

Jordan Creek at Manatee LLC
11330 SW 23rd Place
Davie, Florida 33325

ECT
1191 Sarasota Center Boulevard
Sarasota, Florida 34240
www.ectinc.com

Document Review

The dual signatory process is an integral part of Environmental Consulting & Technology, Inc.'s (ECT's) Document Review Policy No. 9.03. All ECT documents undergo technical/peer review prior to dispatching these documents to any outside entity.

This document has been authored and reviewed by the following employees:

Author	Peer Review
Matthew Horrigan	Tammy C. Lyday
Signature	Signature
October 20, 2023	October 20, 2023
Date	Date

Table of Contents

1.0 Introduction 1-1

2.0 Soils 2-1

3.0 Habitats and Land Uses 3-1

3.1 Uplands 3-1

3.2 Wetlands And Surface Waters 3-2

4.0 Listed Species 4-1

Appendices

Appendix A Site Photographs

List of Tables

Table 2-1. Soils Associated with the Jordan Creek at Bradenton East Site.

Table 4-1. Listed Wildlife Species Observed or Having Potential to occur on the Jordan Creek at Bradenton East Site.

List of Figures

Figure 1. Location Map

Figure 2. Soils Map

Figure 3. Land Use/Land Cover Map

Figure 4. Listed Species Map

1.0 Introduction

Environmental Consulting & Technology, Inc. (ECT) has prepared this habitat assessment and formal wildlife survey at the Jordan Creek at Bradenton East located at 1201 27th Street East (Parcel Nos. 1387000050 and 1387200007), City of Bradenton, Manatee County, Florida (Figure 1). ECT ecologists conducted a habitat assessment to evaluate any wetland and upland habitats onsite in accordance with the Florida Land Use Cover and Forms Classification System[1] (FLUCFCS). The site occurs in the Braden River Basin but does not occur in any of the County's Watershed Protection Overlays. No wetlands or surface waters occur onsite. To assist with this application, ECT conducted a habitat assessment and general wildlife survey on October 19, 2023 to evaluate the site for any wetlands, upland habitats and state and federally listed species. The results of ECT's environmental assessment are outlined below.

[1] FDOT January 1999

2.0 Soils

The *Soil Survey of Manatee County* (1983) shows that the entire site is mapped as upland soils associated with EauGallie Fine Sand and Zolfo Fine Sand which are both upland soils as shown on Figure 2.

Table 2-1. Soils Associated with the Jordan Creek at Bradenton East Project.

Soil Type	Mapping Unit	Hydric Soils	Natural Vegetation Associations Referenced in the Soil Survey of Manatee County (1983)
EauGallie Fine Sand (0-2% slopes)	020	No	Native vegetation commonly found with broad flatwoods includes slash pine, wax myrtle, saw palmetto, gallberry, pineland threeawn, bluestem, panicum and various other grasses.
Zolfo Fine Sand	054	No	These soils are commonly found with broad flatwoods vegetated with longleaf and slash pine and scattered cabbage palm with an understory of saw palmetto, wax myrtle, inkberry, gallberry, pineland threeawn, bluestem, Indiangrass, paspalum, panicum, goldaster, huckleberry and running oak.

3.0 Habitats and Land Uses

ECT conducted a habitat assessment for the subject property to evaluate the site for wetlands, surface waters and upland habitats. Before conducting the habitat assessment, ECT first evaluated permitting records from the Southwest Florida Water Management District (SWFWMD). The site has an expired Environmental Resource Permit (ERP Permit No. 44000945.002) for the development of a residential subdivision issued in June 2008. No development has taken place and the permit has since expired in June 2013. The ERP confirmed there are no wetlands or surface waters on the site. During this site review, ECT confirmed that there are no wetlands or surface waters have developed on this site since the 2008 permit issuance.

ECT conducted a habitat assessment and mapped all habitats and land uses onsite based on the *Florida Land Use Cover and Forms Classification System*[2] (FLUCFCS). Overall, the site consists of open land (urban) (FLUCFCS 190) as the primary habitat as shown on the enclosed Land Use Map (Figure 3). A summary of uplands is provided below with a brief description of each habitat/land use. Representative photographs of each habitat are included in the Photolog (Appendix A).

3.1 Uplands

The site contains a total of 12.13 acres of uplands characterized by open land (urban) (FLUCFCS 190) and live oak (FLUCFCS 427). Below is a description of each upland use.

Open Land (Urban) (FLUCFCS 190; 6.17 acres)

Urban-developed open land habitat comprises approximately 50.9% of the project site. This land use is primarily vegetated with Bahia grass (*Paspalum notatum*) and Bermuda grass (*Cynodon dactylon*). Other ground cover includes hairy indigo (*Indigofera hirsuta),* shrubby false buttonweed (*Spermacoce verticillata*), smutgrass (*Sporobolus indicus*), Mexican clover (*Richardia brasiliensis*) broomsedge (*Andropogon* spp.), flatsedge (*Cyperus* spp.), goldenrod (*Solidago* spp.), American beautyberry (*Callicarpa americana*), beggarticks (*Biden alba*), littlebell (*Ipomoea triloba*), dog fennel (*Eupatorium capillifolium*), cogon grass (*Imperata cylindrica*), Indian hemp (*Sida rhombifolia*), muscadine, and

[2] Florida Department of Transportation, January 1999

sandbur (*Cenchrus* sp.). Scattered cabbage palm (*Sabal palmetto*), queen palm (*Syagrus romanzoffiana*), and Brazilian pepper (*Schinus terebinthifolia*) are also present.

Live Oak (FLUCFCS 427; 5.96 acres)

The south and east sides of the property are heavily forested with a canopy dominated by live oak (*Quercus virginiana*) and including laurel oak (*Quercus laurifolia*), cabbage palm (*Sabal palmetto*), and invasive/exotic species such as white leadtree (*Leucaena leucocephala*), java plum (*Syzygium cumini*), and flamegold (*Koelreuteria elegans*). Understory and groundcover species include wax myrtle (*Morella cerifera*), sensitive pea (*Chamaecrista nictitans*), wild coffee (*Psychotria nervosa*), Baldwin's flatsedge (*Cyperus croceus*), Chapman's goldenrod (*Solidago odora var. chapmanii*), fourpetal St. John's-wort (*Hypericum tetrapetalum*), paintedleaf (*Euphorbia cyathophora*), earleaf greenbrier (*Smilax auriculata*), Virginia creeper (*Parthenocissus quinquefolia*), and muscadine (*Vitis rotundifolia*), however, these strata are dominated by exotic invasive species such as Brazilian pepper (*Schinus terebinthifolia*), carrotwood (*Cupaniopsis anacardioides*), Guineagrass (*Urochloa maxima*), Caesarweed (*Urena lobata*), and air potato (*Dioscorea bulbifera*).

3.2 Wetlands And Surface Waters

No wetlands or surface waters occur on the site.

4.0 Listed Species

ECT conducted a general wildlife survey to evaluate the site for Threatened or Endangered species that are subject to state and federal protection under Chapter 68A-27, F.A.C. and 50 CFR 17 and 23. The wildlife survey focused on listed species with geographic distributions covering Manatee County, but also took the onsite habitats and land uses into consideration. Before initiating field surveys, ECT conducted a desktop analysis to review relevant regulatory databases for listed species that are known to occur in the area and consultation areas that apply (i.e., eagle nests, wading birds). ECT then conducted a field survey on October 19, 2023, to evaluate for listed species or evidence of their presence (e.g. burrows, nests, etc.). The wildlife survey was conducted following general guidelines and methodologies provided in the Florida Wildlife Conservation Guide (2018).

No listed wildlife species were observed during the October 2023 survey, but some species have the potential to periodically use the site for foraging. This is consistent with the observations made during the October 2021 survey as well. Table 4-1 below includes a summary of listed species that were evaluated during the wildlife survey based on geographic occurrence. Immediately following the table is a summary of our findings for key listed species. No listed species were observed on site or in the surrounding areas during the wildlife surveys.

Table 4-1. Listed Wildlife Species Observed or Having the Potential to Occur at the Jordan Creek at Bradenton East Project.

Common Name	Scientific Name	Legal Status		Probability of Occurrence
		USFWS	FWC	
Reptiles				
American Alligator	*Alligator mississippiensis*	T (S/A)	FT(S/A)	Very Low
Eastern Indigo Snake	*Drymarchon couperi*	T	FT	Very Low
Gopher Tortoise	*Gopherus polyphemus*	-----	ST	Low
Florida Pine Snake	*Pituophis melanoleucus mugitus*	-----	ST	Very Low
Birds				
Wood Stork	*Mycteria americana*	T	FT	Low
Florida Sandhill Crane	*Antigone canadensis pratensis*	-----	ST	Moderate
Little Blue Heron	*Egretta caerulea*	-----	ST	Low

Common Name	Scientific Name	Legal Status		Probability of Occurrence
		USFWS	FWC	
Tricolored Heron	*Egretta tricolor*	-----	ST	Low
Roseate Spoonbill	*Platalea ajaja*	-----	ST	Low
Bald Eagle	*Haliaeetus leucocephalus*	*	-----	Moderate
Southeastern American Kestrel	*Falco sparverius Paulus*	-----	ST	Low
Florida Scrub-jay	*Aphelocoma coerulescens*	T	FT	Very Low
Burrowing Owl	*Athene cunicularia floridana*	-----	ST	Low

* Bald eagles are afforded federal protection under the Bald and Golden Eagle Protection Act.

USFWS Status: E: Endangered (subject to state and federal protection); T: Threatened (subject to state and federal protection); T(S/A): Threatened due to similarity of appearance.

FWC Status: FE: Federal Endangered (subject to state and federal protection); FT: Federally Threatened (subject to state and federal protection); ST: State-Threatened only (not federally listed); FT(S/A): Federally Threatened due to similarity of appearance

Gopher Tortoise

Gopher tortoises are listed as State-Threatened and prefer sandhills, xeric scrub habitat, palmetto prairie and pine flatwoods but can be found in other habitats and even developed areas. ECT did a preliminary survey of the site in accordance with FWC's *Gopher Tortoise Permitting Guidelines* (Revised April 2023) and did not observe any gopher tortoise burrows. A pre-construction (100%) gopher tortoise survey will be necessary prior to clearing and construction. Should any burrows be found during the preconstruction surveys, a permit from FWC to relocate tortoises offsite to an approved recipient site prior to construction will be required.

Eastern Indigo Snakes

Eastern indigo snakes (*Drymarchon corais couperi*) are listed as Federally Threatened and can be found in a wide range of habitats including pine flatwoods, scrubby flatwoods, high pine, dry prairie, and tropical hardwood hammocks. They are also commonly associated with gopher tortoises since they are a commensal species that can be found occupying the same burrows. The site contains no suitable habitat or gopher tortoises. Furthermore, habitat fragmentation from the surrounding roads and neighborhoods has compromised potential for this species to utilize the site. Therefore, indigo snakes are highly unlikely to utilize this site.

Florida Pine Snake

Florida pine snakes (*Pituophis melanoleucus mugitus*) are listed as State-Threatened and inhabit sandhill, scrub, xeric hammock, scrubby flatwoods, mesic pine flatwoods, and dry prairie with dry soils. No suitable xeric habitat occurs on the subject parcel, therefore there is a very low potential for this species to occur onsite.

American Alligator

American alligators (*Alligator mississippiensis*) are listed as Federally Threatened only because of their similarity of appearance to the American crocodile (*Crocodylus acutus*) which is Federally Threatened. They are known to inhabit nearly any freshwater and brackish waters including marshes, rivers, lakes, as well as man-made features including ditches, canals, and ponds if water levels are suitable. No alligators were observed, but they may periodically use an offsite ditch for wildlife passage although the ditch isn't deep enough to be considered suitable habitat for this species and the culverts are obstructions for this species.

Bald Eagles

While no longer listed as Threatened by the USFWS or FWC, bald eagles (*Haliaeetus leucocephalus*) continue to be protected by state and federal laws under the Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act. Based on the FWC Eagle Nest Locator database, the closest bald eagle nest (MN052) is located approximately 1-mile southeast of the project site (Figure 4). The project site is well outside of the protection zones (330-feet primary, 660-feet secondary) for the closest nest. Eagles also typically nest in large pine trees which do not exist onsite; therefore, bald eagles are not expected to occur onsite.

Florida Sandhill Cranes

Florida sandhill cranes *(Grus canadensis pratensis)* are state listed as Threatened and typically nest in shallow, freshwater marsh wetlands between February and April. They also utilize open grassy areas and pasture for foraging. The site has no wetlands that could be used for nesting, but they could use open grassy areas onsite for occasional foraging. Since there are no wetlands on or near the site, sandhill cranes are not expected to be adversely impacted from development of this site.

Wood Storks and Listed Wading Birds

ECT did not observe any wood storks (*Mycteria americana*) or other listed wading birds on the site. Based on the USFWS wood stork database, there is a known wood stork colony located approximately 1-mile north of the site at the confluence of the Braden and Manatee River (Figure 4). Therefore, the

project site is located in the designated core foraging area for this wood stork colony in which case impacts to wood stork foraging habitat should be considered. Since no wetlands are located on the site, there is minimal loss of wading bird habitat. Therefore, wood storks and state-listed wading bird species will not be adversely affected by this project.

Florida Scrub Jays

Florida scrub jays (*Aphelocoma coerulescens*) are federally listed as Threatened and inhabits low, open xeric oak scrub throughout peninsular Florida. The site occurs in the USFWS consultation area for Florida scrub jays, but does not contain any xeric habitat for this species (Figure 4). Therefore, scrub jays will not be affected by development of this site.

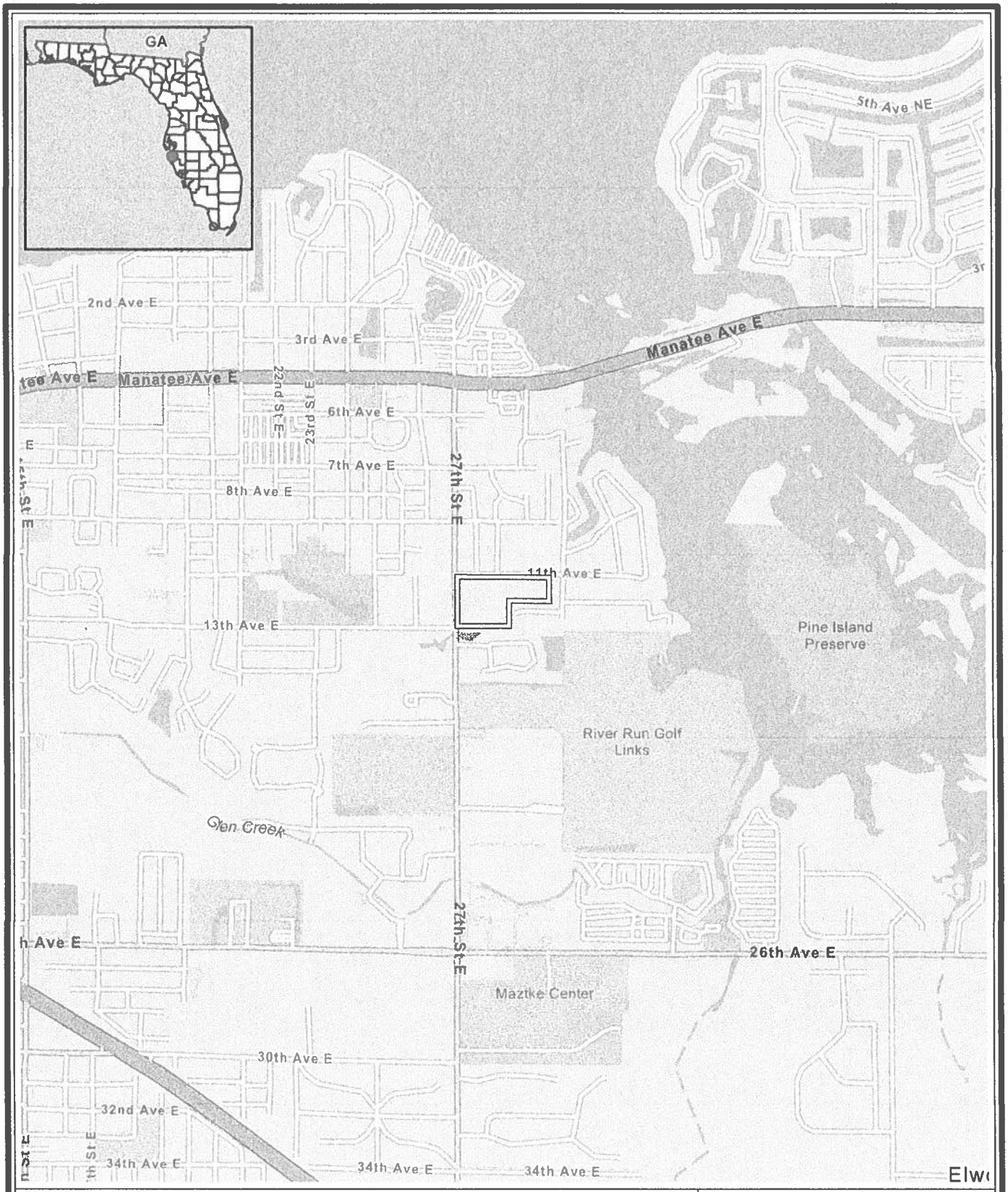
Southern American Kestrels

Southeastern American kestrels (*Falco sparverius paulus*) are state listed as Threatened and inhabit open lands where both foraging and nesting opportunities exist. They tend to nest in natural cavities of dead trees (snags) and abandoned woodpecker nests near open, expansive foraging lands. No kestrels were observed during the wildlife survey and the site does not contain suitable nesting or foraging habitat for this species. Therefore, kestrels are very unlikely to utilize this site and will not be adversely affected by development.

Burrowing Owls

Burrowing owls (*Athene cunicularia floridana*) are state listed as Threatened and inhabit sandhills, ruderal communities, dry prairies, and pasture with minimal groundcover vegetation. No burrowing owl burrows were observed onsite, nor are they expected given the historic land uses and lack of suitable habitat.

Figures



Project Boundary

N

0 1,000 2,000

Feet

Base Layer: ESRI Streetmap

Figure 1
Site Location

Jordan Creek
Manatee County, Florida
Date: 9/18/2023

ECT



Symbol	Description	Hydric	Acres
20	Eaugallie Fine Sand, 0 To 2 Percent Slopes	No	5.44
54	Zolfo Fine Sand, 0 To 2 Percent Slopes	No	6.69
Total			12.13

Legend

Project Boundary

Soil

N

0 100 200

Feet

Sources: NRCS 2022; Esri World Imagery 2020; ECT, 2023.

Figure 2
Soils

Jordan Creek
Manatee County, Florida

ECT



Within Project Boundary		
FLUCFCS	Description	Acres
190	Open Land (Urban)	6.17
427	Live Oak	5.96
Total		12.13

Within Site Buffer (500ft)		
FLUCFCS	Description	Acres
120	Residential Medium Density	7.33
130	Residential High Density	29.34
190	Open Land	16.48
430	Upland Mixed Forests	2.11
530	Reservoirs	1.23
630	Wetland Forested Mixed	0.05
Total		56.54

Figure 3
Extended Land Use/Land Cover

Jordan Creek
Manatee County, Florida

ECT

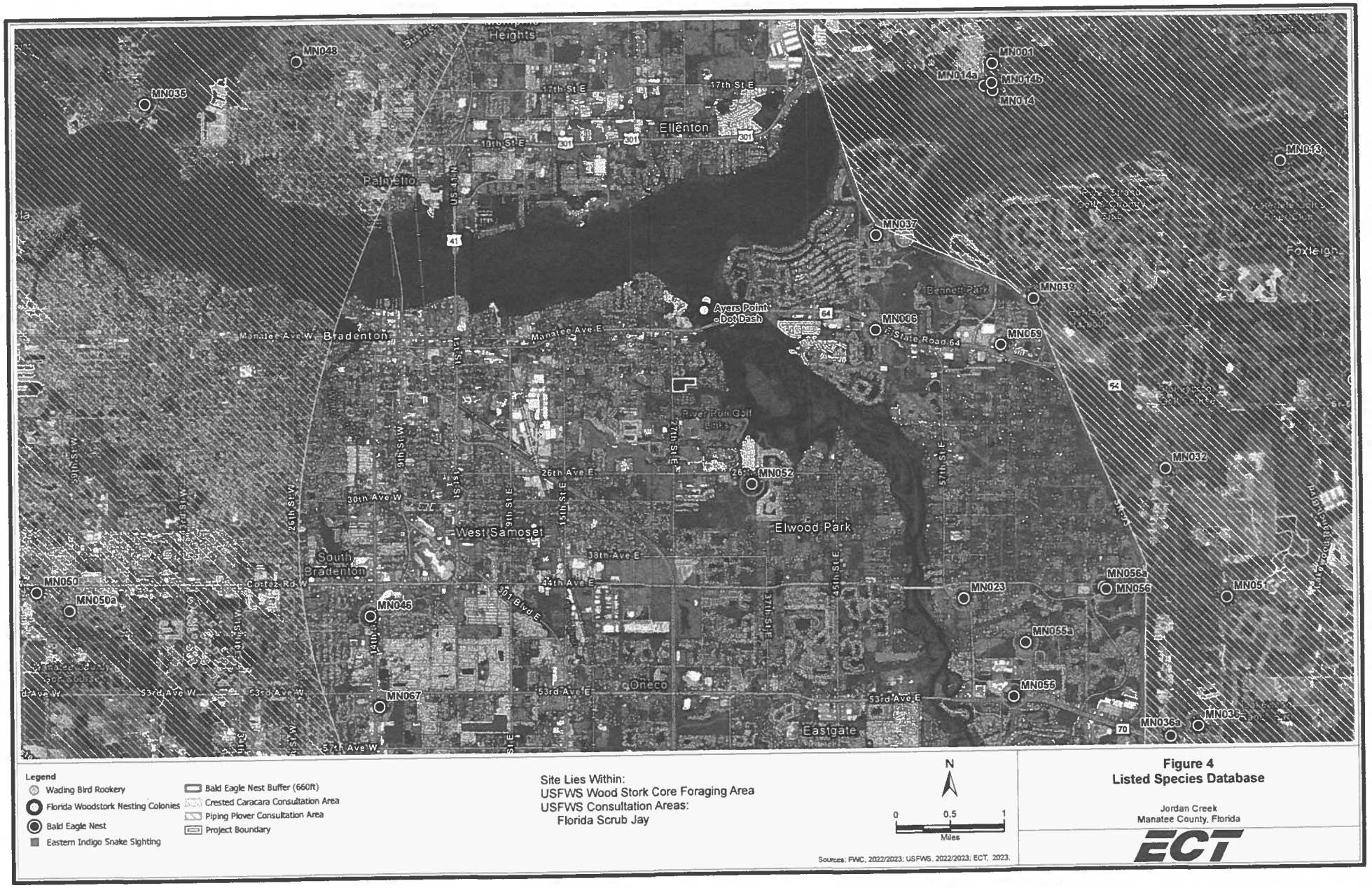


Figure 4
Listed Species Database

Jordan Creek
Manatee County, Florida

ECT

Appendix A Site Photographs



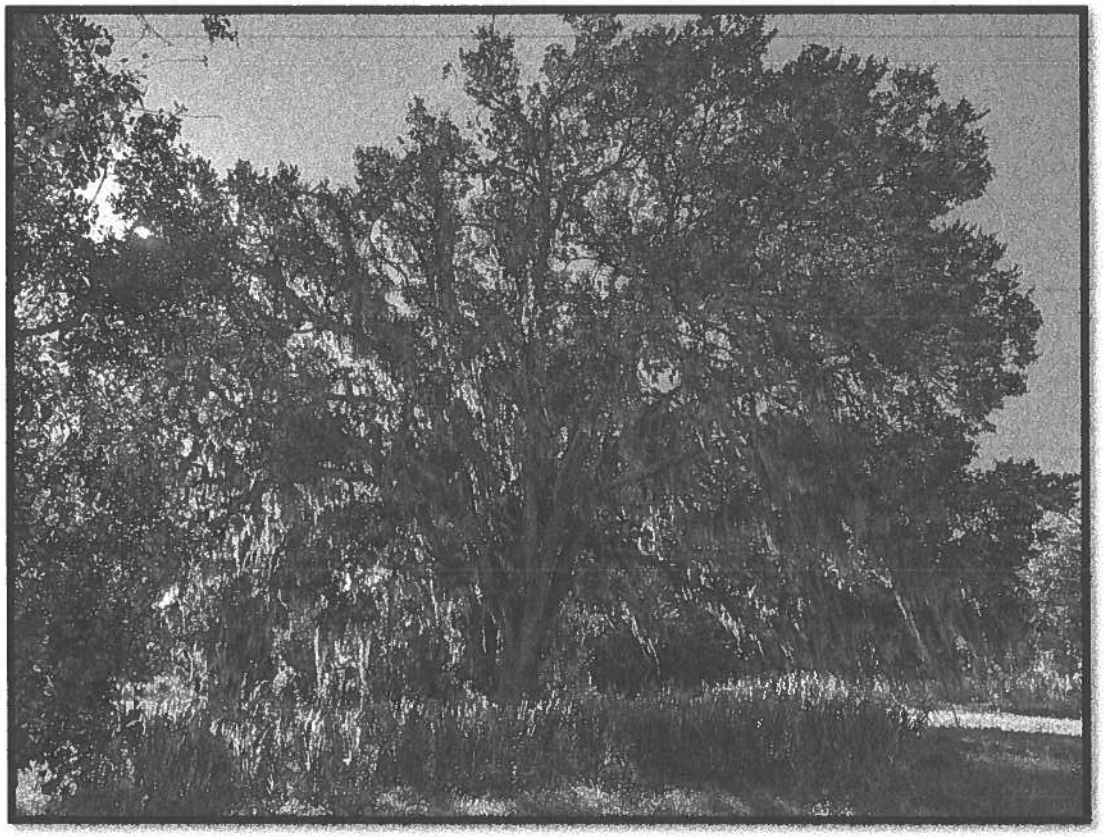
Photograph No. 1. Open Land-Urban (FLUCFCS 190)



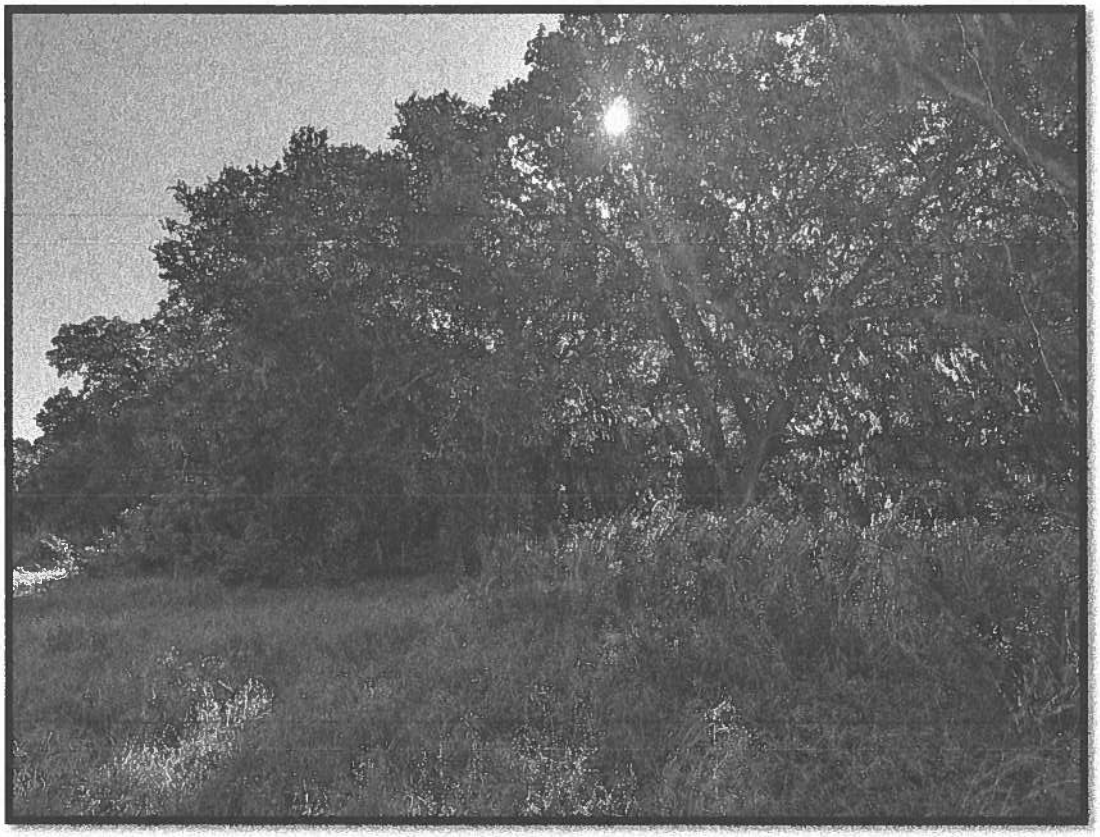
Photograph No. 2. Open Land-Urban (FLUCFCS 190)



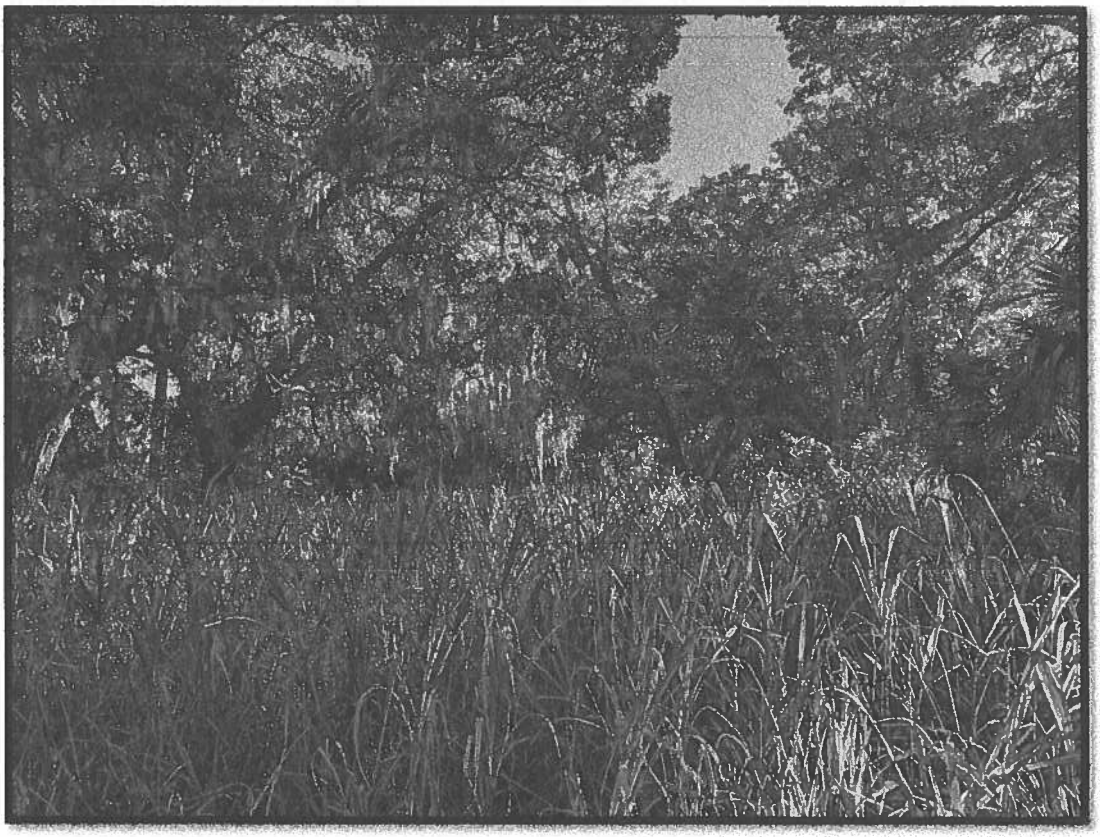
Photograph No. 3. Open Land-Urban (FLUCFCS 190)



Photograph 4. Live Oak (FLUCFCS 427)



Photograph No. 5. Live Oak (FLUCFCS 427)



Photograph 6. Live Oak (FLUCFCS 427)

Traffic Impact Statement

Golf Village

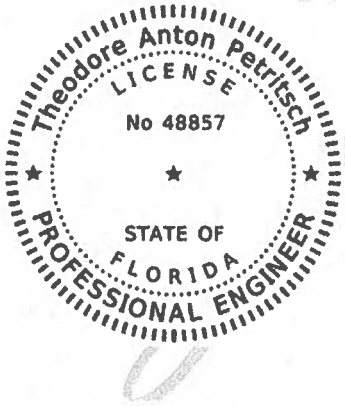
Bradenton, Florida

Submitted November 8, 2023

Prepared by:

LANDIS EVANS + PARTNERS

3810 Northdale Blvd., Suite 100
Tampa, FL 33624



Digitally signed by Theodore A Petritsch
Date: 2023.11.08 12:05:21 -05'00'

Theodore A. Petritsch, P.E.

Florida License # 48857

This item has been digitally signed and sealed by Theodore Petritsch P.E., on 11/08/2023.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Narrative

This project is located southeast of the corner of 27th St E and 11 Ave E in Bradenton, Florida. The property is currently vacant. The applicant proposes to construct 33 duplex villa lots with 66 homes in total. This development will also provide a connection to the River Run Estates subdivision, southeast of the property, and thus will include their proposed 20 units in this analysis. This TIS is to support a Preliminary Plat application through the City of Bradenton.

Trip Generation

Table 1 below indicates the estimated trips using ITE Trip Generation 10th Edition.

Table 1. Trip Generation

ITE Code	Land Use Type	Size	PM Peak-Hour Trips In	PM Peak-Hour Trips Out	PM Peak-Hour Total Trips
210	Single Family	86 Units	54	32	86
	Total	86 Units	54	32	86

The trip generation indicates that there are less than 100 trips that will be generated by the proposed development.

Impact Area

The significant impact area includes first-impacted thoroughfares and thoroughfares carrying project traffic equal to or greater than five percent of the PM peak hour service volume ("capacity") at adopted level of service (LOS). 27th St E is the first-impacted thoroughfare and is included in the analysis. Table 2 below indicates the impacted roadway links; the project traffic impacts on the impacted links and the capacity of those facilities are described on page 4 of the Manatee County Concurrency Transportation Link Sheet (October 2023).

Table 2. Impact Area

Link No	Road	From	To	Lanes	Adopted LOS	PM Peak Service Volume	Peak Hour Project Traffic	Project Traffic as % of Svc Vol
1450	27 St E	SR 64	13 Ave E	2	D	1250	86	6.88%

As shown in Table 2, the development's traffic exceeds the five percent threshold on the first-impacted road segment. This segment is expected to carry the most project traffic and lessen upon connection to other roadway segments.

Level of Service Analysis

Table 3 summarizes the generalized level of service analysis on impacted roadways. This was determined using the 2023 FDOT Quality/Level of Service Handbook for C3R roadways. The Non-State Signalized Roadway Adjustment factor was applied to this roadway segment. This segment is already operating below the adopted LOS based on the existing volume. The impacted segment of 27th St E will continue to operate below the adopted LOS D standard with the addition of this development. 27th St E is planned to be widened to 4 lanes per the *2045 Future Traffic Circulation Number of Lanes* map in the Manatee County Comprehensive Plan. The roadway segment would operate above the adopted level of service based on the 4-lane threshold volumes.

Table 3. Level of Service Analysis

Road	From	To	PM Peak Hour Base Volume	Peak Hour Reserved	Estimated Project Traffic	Peak Hour Total Traffic	LOS
27 St E	SR 64	13 Ave E	1931	155	86	2172	F (C *)

*Based on C3R threshold volumes for a 4-lane roadway

Access

The project has one proposed access driveway on both 27th St E and 11th Ave E. The connection to River Run Estates will provide a third access driveway to 30th St Ct E. The proposed entering volumes of 54 trips per hour in the PM Peak were compared to the charts in NCHRP 279 and 745 to determine if a right turn lane and left turn lane, respectively, would be merited at the driveways on 27th St. E.

NCHRP 279 provides for the use of a radius for driveways serving up to 20 right turning, entering vehicles an hour and 40 right turners for a taper. Based upon this information, a right turn lane is not warranted. It is anticipated that about 30 of the 54 entering trips (55%) will be right turners distributed amongst the three driveways and thus only a right turn radius would be required.

The NCHRP 745 charts for urban and suburban arterials, three legs, indicate that 5 left turns are needed at a 450 veh/hr/ln approach volume to warrant a left turn lane. While the proposed development exceeds this requirement, the report also recommends considering the appropriateness of such an improvement along the corridor and provides an example decision tree flowchart shown in Figure 1 below.

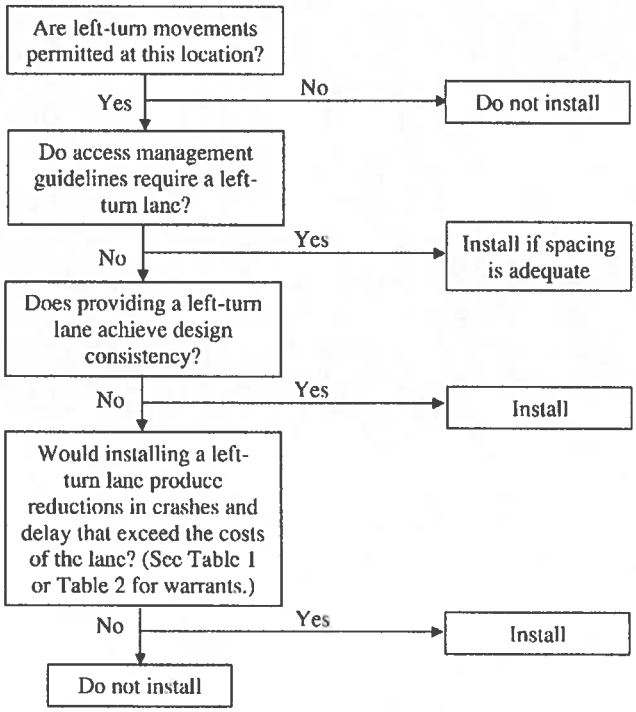


Figure 1 NCHRP 745 example decision flowchart for installation of left-turn lane

Based on this flowchart we can make five statements:

1. It is anticipated that left turns will be permitted at the two driveway entrances. It is assumed left turns will only occur at the 27th street driveway.
2. The Manatee County traffic study guidelines on access require us to conform with the NCHRP 745 methods.
3. Providing a left turn lane would not be consistent with the current design of this thoroughfare as there are no left turn lanes on this roadway or any nearby roadways with subdivision access points.
4. There have been 21 crashes within the last three years along the 27th street segment from SR 64 to 13th Ave E. None of these crashes would have been mitigated by adding a left turn lane along 27th St E.
5. A representative HCS analysis at one of the proposed entrances along 27th St indicates that the approach delay difference between the corridor with and without a left turn lane is 0.2 s/veh. The left turn delay study conducted in October 2022 at a comparable site along 27th St also supports minimal delay. This report is included in Appendix A.

When one considers the entire NCHRP 745 process, it is found that a left turn lane is not necessary or appropriate for this corridor.

Multi-Modal Transportation

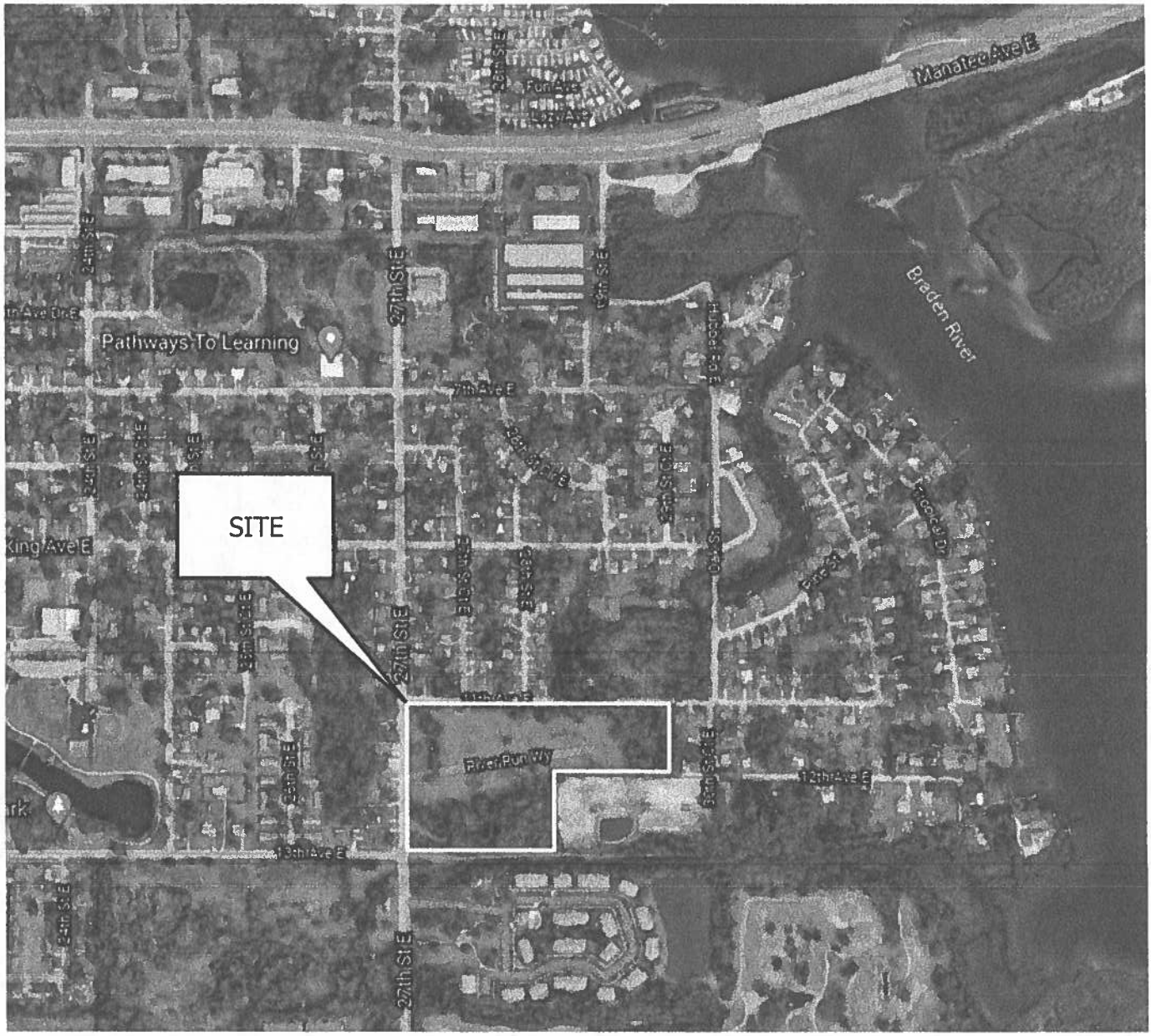
Sidewalks currently exist on the east side of 27th St E adjacent to the site. There are no bicycle facilities currently existing adjacent to the project site. Some bicyclists may choose to use the sidewalk. Bus stop 1426 on Line 4 is located on the east side of 27th St E about 50-ft from the intersection of 27th St E and 11th Ave E adjacent to the site.

The project proposes additional sidewalk within the site that will connect to the exiting eastern sidewalk. On-site pavement striping, stop bars, and signing will support safe operations. The nearby bus stops will likely encourage transit riders to and from the development.

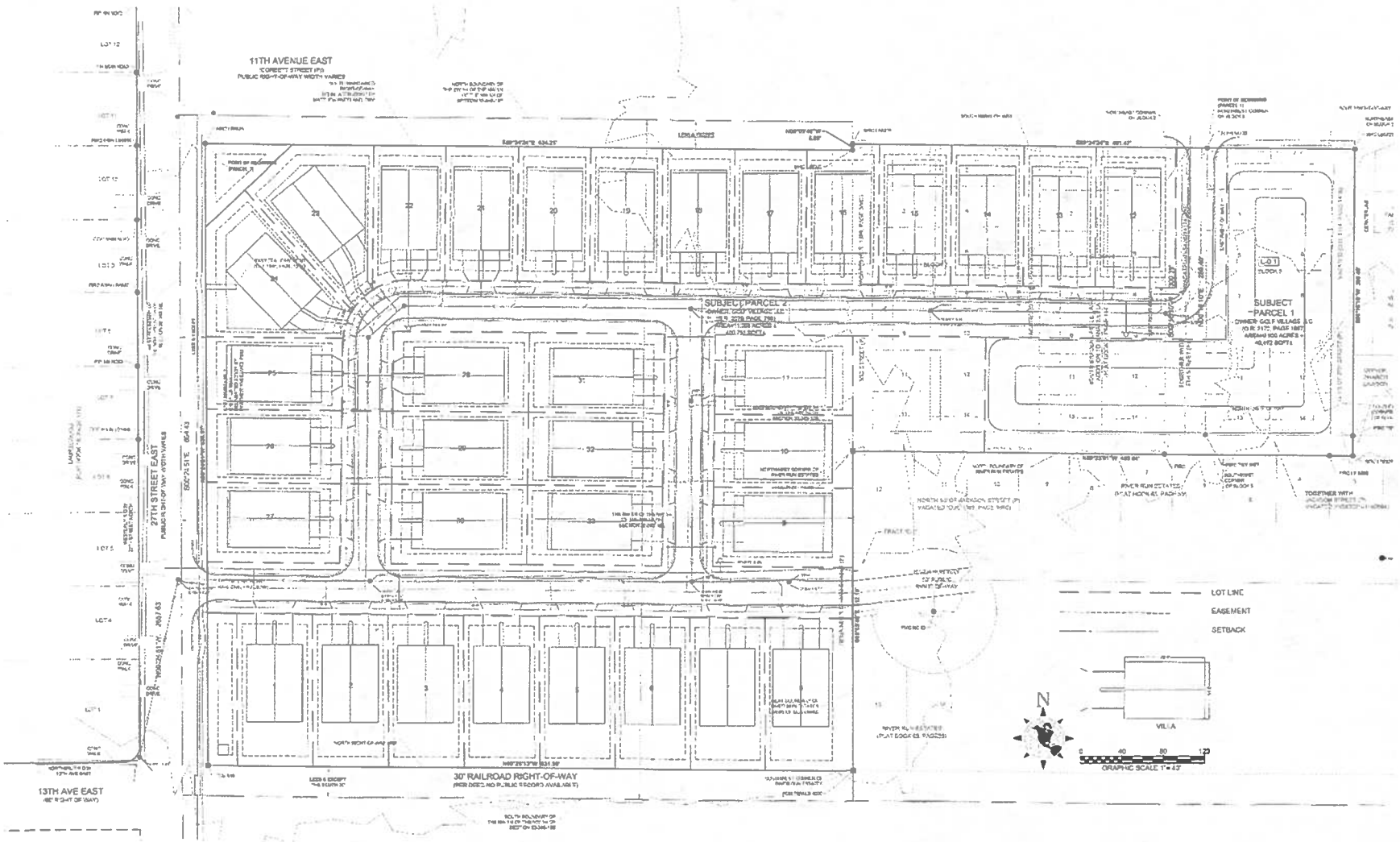
Conclusion

The proposed development is not projected to add substantial adverse transportation impacts on significantly impacted thoroughfare roadways. This TIS shows that Link 1450 along 27th St E from Manatee Ave to 13th Ave E will be impacted with 86 PM peak-hour trips.

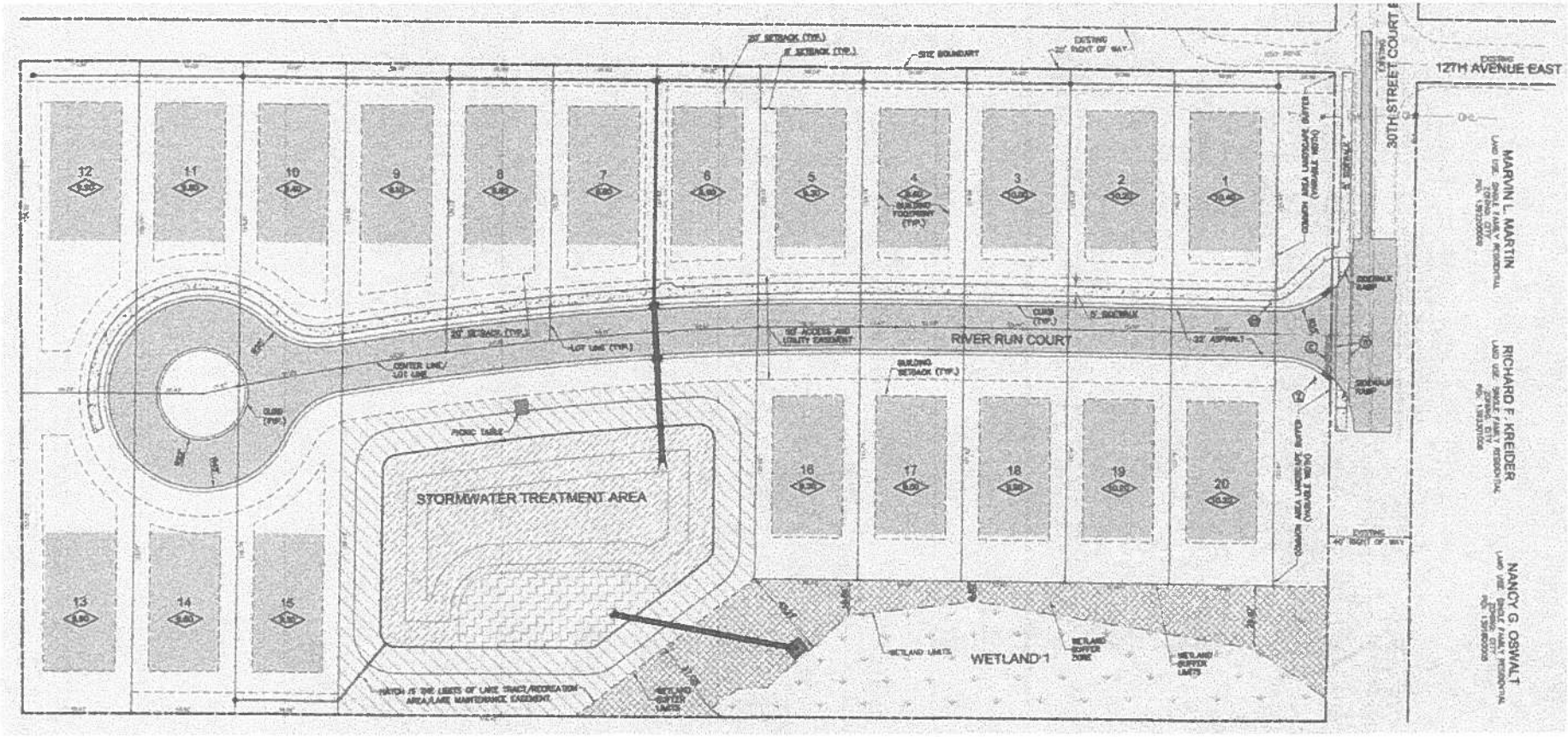
Site Location



Site Plan


11TH AVENUE EAST
27TH STREET EAST
13TH AVE EAST
30' RAILROAD RIGHT-OF-WAY
SUBJECT PARCEL 2
SUBJECT PARCEL 1
LOT LINE
EASEMENT
SETBACK
VILLA
GRAPHIC SCALE 1" = 40'

River Run Estates Site Plan



APPENDIX A

MEMORANDUM

DATE: November 15, 2022

TO: Adam Jacobson, President, JB Howell

FROM: Theo Petritsch, P.E., PTOE, Landis Evans + Partners Project Manager

SUBJECT: **Supplement to the Golf Village Traffic Impact Statement**
Left Turn Delay Study at River Trace Circle in Bradenton

This study was conducted to supplement the Traffic Impact Statement (TIS) for the proposed Golf Village Development located on the southeast corner of 27th St E and 11 Ave E in Bradenton, Manatee County, FL. It was requested by the County to support the TIS assertion that a left-turn lane should not be required at the Golf Village Development. The intent was to determine the left-turn delay at a similar development.

River Trace Circle apartments was considered the closest in terms of trip generation rates, location, and anticipated conditions and thus used as a comparable site. The River Trace Apartments' entrance is located approximately 400 feet south of the proposed Golf Village driveway. River Trace Apartments, with 178 units, is substantially larger than the proposed 66-unit Golf Village development.

The average delay per vehicle at River Trace Circle was calculated as 1 second per southbound vehicle. Of 41 vehicles turning left into River Trace Circle over the 1.5 peak hour period, only 25 were required to wait for oncoming traffic prior to turning left. The average delay to all the turning vehicles and any cars required to wait behind them was approximately 10 seconds per vehicle.

This finding supports the Golf Village TIS recommendation against requiring a left-turn lane at Golf Village.

Purpose

The goal of the study is to determine the average number of left turns and their delays at an entrance into an existing complex (River Trace Circle) without a separate left-turn lane. The current complex's traffic could be used to estimate the delays at a nearby proposed complex.

Methodology

The study was conducted from 4:30 PM to 6:00 PM during peak hour traffic flows at the intersection of 27th Street East and River Trace Circle in Bradenton. All vehicles traveling in the southbound lane, where left turns into the complex occurred, were counted with a handheld counter. A separate count of left turning vehicles was also recorded with tallies. When a left-turning vehicle continued without coming to a complete stop before turning, they were only tallied. However, the delay was measured whenever left turning motorists completely stopped

before continuing. The delay from the vehicles stop to start was timed with a stopwatch application on a phone. Any subsequent vehicles that were also forced to stop behind the left turner were separately timed from their own stop to start. The delay from stop to start was recorded in seconds on a sheet as seen in Figure 1. Each column dictates a new left turn delay event, and each row is another car within that delay event. Total delays and number of delayed cars per event are calculated at the bottom of each column and the overall totals per study are calculated at the bottom of the page.

Results

Along with the totals, we calculated averages and rates for the percentage of vehicles delayed, average delay between all vehicles, and average delay between vehicles that are delayed. Over the course of 1.5 hours, we found that 10 percent of all vehicles were delayed and the average delay that those vehicles experienced was 9.9 seconds. The average delay for all southbound vehicles was 1 second per vehicle. Of a total of 667 southbound vehicles, 41 vehicles turned left and only 25 left turning vehicles were actually delayed prior to turning.

Landis Evans & Partners

LEFT TURN DELAY STUDY

SITE INFORMATION			GENERAL INFORMATION	
Roadway ID:	N/A ☑ Intersection ☐ Segment		Analyst:	Cameron Gasbarro
Roadway Name:	27th St E		Company:	Landis Evans and Partners
Cross Street:	River Trace Circle		Date Performed:	05-Oct-22
City:	Bradenton		Start/End Time:	4:30 PM - 6:00 PM
County:	Manatee		Remarks:	School Bus Stop @ 4:50 PM

CAR NUMBER	TIME OF DELAY (SEC TO TENTHS PLACE)												
1 (Turning)	3.5	7.8	3.2	2.7	2.3	5.0	10.4	19.9	19.7	6.4	3.8	32.5	24.7
2		4.6	0.4		1.8			18.7	19.3		3.3	31.7	6.8
3					0.8			5.8	19.3			30.1	
4					0.5			5.1	8.5			27.7	
5								4.5	8.4				
6								1.5	0.8				
7								1.2					
8								0.3					
9													
10													
11													
12													
13													
14													
15													
Total Delay	3.5	12.4	3.6	2.7	5.4	5	10.4	57	76	6.4	7.1	122	31.5
# Delayed	1	2	2	1	4	1	1	8	6	1	2	4	2
1 (Turning)	3.0	39.1	7.8	5.3	4.8	3.9	3.9	4.1	15.7	7.2	3.9	21.6	
2		34.3	7.8	5.2	5.2	1.1		2.6		5.8	3.2	15.6	
3		25.5	8.3	4.9							2.1	8.5	
4		25.4		4.4									
5		19.1		1.4									
6		13.8											
7		8.5											
8													
9													
10													
11													
12													
13													
14													
15													
Total Delay	3	165.7	23.9	21.2	10	5	3.9	6.7	15.7	13	9.2	45.7	
# Delayed	1	7	3	5	2	2	1	2	1	2	3	3	
Totals	Vehicles: 657			Left Turns: 41			Delay: 666 sec			Delayed Vehicles: 67			
Rates	Vehicles Delayed: 10.2%			Average Delay per Vehicle: 1 sec					Avg Delay per Delayed Vehicle: 9.9 sec				

Figure 1 Left Turn Delay Data Collection Sheet

School District of Manatee County

School Report

This School Report does not reserve capacity for school concurrency

This report is in response to a request for analysis of the projected demands on school facilities for the proposed land development application. This report is intended to be only information and analysis to assist the governing board in its land-use decision.

Project Information

Local Government:	City of Bradenton	**Senior Planner:**	Myra Schwarz,CNU-a
Project Name:	Jordan Creek at Bradenton East	**Fee:**	$ 650.00
Application Type:	#212424	**Date:**	03/04/21
Record Number:		**SSA:**	3
Project Number:		**Acres:**	12+/-
Address/PIN:	1207 27th St E and 2906 11th Ave E, Bradenton 34208	**Version:**	Preliminary Plat

Overview

The applicant requested Preliminary Plat approval for 66 duplex units on 33 lots on 12+/- acres. The development is proposed at 1207 27th Street East and 2906 11th Avenue East, Bradenton.

The School Report requires a fee of $650. The report is being issued in good faith so that the application can proceed without interruption.

Projected Students

Total Dwelling Units	Dwelling Unit	Elementary	Middle	High	Total
Townhouse/Duplex	66	13	5	4	22

ISSUES

Requires a response from the Applicant. Requires applicant modify plan and submit an updated new version of the plan (has a rule/law/code that requires the change)

None at this time.

CONDITIONS

Stipulations and comments that will not reject the plan for approval (would like to have but does not have a rule/law/code requiring the change)

None at this time.

NOTES

Preliminary School Concurrency Analysis

School capacity is available or will be available within the SSA or the contiguous SSA. A School Concurrency Analysis ($800) is required. The final analysis may differ from this preliminary analysis. This School Report does not reserve school capacity.

2020-21 School Attendance Zones

These are current school year attendance zones. These zones are subject to change by the School Board.
- Bashaw Elementary
- Braden River Middle
- Manatee High School

Sidewalks and Bicycle Paths

The development is not located within the two mile walking radius of a zoned school. Elementary, middle and high school students residing at this development will qualify for bussing. Staff is unable to determine if internal sidewalks are proposed. Sidewalks do exist along 27th Street East. The School District is requesting that sidewalks connect 27th Street East to all lots within the subdivision so that students have a safe route to area bus stops.

Crosswalks, Traffic Signalization, School Signs & Markings

Staff is unable to determine if internal crosswalks are proposed. The School District is requesting that crosswalks be provided at internal intersections and the internal street intersections with 27th Street East so that students have a safe route to area bus stops.

Transportation, Bus Stops, and Bus Shelters

At this time, the School District intends to utilize existing bus stops or the intersection of River Run Drive and 27th Street East as student pickup and drop off for the development.

The School District has observed a growing trend of parents driving students to bus stops and parking vehicles near the bus stop. The School District generally suggests providing a wider roadway near bus stops to accommodate additional parked cars or a **parking area** so the bus will be able to safely load/unload students and pass parked cars on the roadway. The applicant may want to work with the local government to establish a **No Parking Ordinance** in the entrance drives due to the trend of vehicles parking in these areas for the bus stops. **The School District also suggests providing a bus shelter, bicycle racks and lighting in the immediate area.**

Future circumstances may require a bus to enter a subdivision (i.e. special needs students). The School District recommends sufficient radius for a bus to turn around. The school buses require 10 feet of roadway and have a turning radius of 30 to 42.7 feet curb to curb.

Signature: Mike Pendley Executive Planner Date: 6/14/2021

pendleym@manateeschools.net (941) 708-8800 Extension 44056

PLANNED DEVELOPMENT PROJECT

JORDAN CREEK EAST

A RESIDENTIAL SUBDIVISION

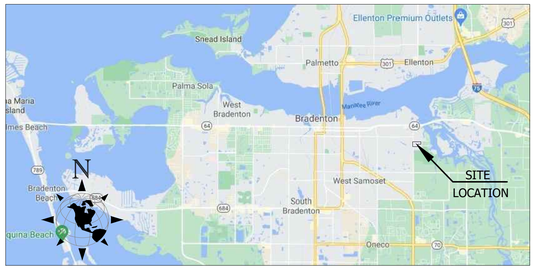
27TH STREET EAST, FLORIDA 34208
SECTION 32, TOWNSHIP 34 SOUTH, RANGE 18 EAST
BRADENTON, FLORIDA
PID: 1387000050

A DEVELOPMENT BY

JB HOWELL

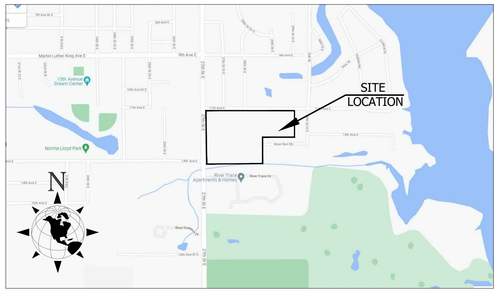
11330 SW 23rd Place
Davie, Florida 33325

REGIONAL MAP



BRADENTON, FLORIDA

LOCAL MAP



SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST
BRADENTON, FLORIDA

INDEX OF SHEETS

SHEET	TITLE
1	COVER
2	NOTES
3	EXISTING CONDITIONS PLAN
4	DEMOLITION & EROSION CONTROL/SWPPP PLAN
5	AERIAL SITE PLAN
6	SITE PLAN
7	PAVING, GRADING, & DRAINAGE PLAN
8	MASTER UTILITY PLAN
9-9a	PLAN & PROFILE
10-12a	PAVING, GRADING, & DRAINAGE DETAILS
13-15	UTILITY DETAILS
1of3, 2of 3 & 3of3	ALTA/NSPS LAND TITLE SURVEY
L-1	LANDSCAPE DESIGN
I-1	IRRIGATION DESIGN
T-1	TREE PRESERVATION & REMOVAL

PROJECT CONTACTS

ENGINEER:
MATTHEW J. MORRIS P.E.
MORRIS ENGINEERING & CONSULTING, LLC
6997 PROFESSIONAL PARKWAY EAST, SUITE B
SARASOTA, FLORIDA 34240
941-444-6644
www.morrisengineering.net

SURVEYOR:
MRIC SPATIAL
701 S. HOWARD AVENUE, SUITE 106-320
TAMPA, FLORIDA 33606
813 505-0821

OWNER: JB HOWELL
11330 SW 23RD PLACE
DAVIE, FLORIDA 33325

ROADWAY (NEIGHBORHOOD STREET)
PUBLIC - CITY OF BRADENTON

POTABLE WATER
CITY OF BRADENTON

SANITARY SEWER
CITY OF BRADENTON

RE-USE WATER
N/A

STORMAWATER
THE STORMWATER PIPING IN THE STREETS WILL BE PUBLIC. THE STORMWATER POND WILL BE OWNED AND MAINTAINED BY THE HOA WITH A FLOWAGE EASEMENT (THROUGH THE POND) TO THE CITY. THE DISCHARGE PIPING FROM THE POND SHALL BE PUBLIC

SOLID WASTE
CITY OF BRADENTON

ELECTRIC
FLORIDA POWER & LIGHT
941-953-9156

GAS
Teco Peoples Gas
877-832-6747

PHONE
VERIZON
941-365-0054

CABLE TV
SPECTRUM
855-222-0102

PREPARED BY

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

REVISIONS

NO.	DATE	DESCRIPTION	BY

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SHEET 1 OF 15

GENERAL CONSTRUCTION NOTES

1. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) 1988. (NAVD88=NGVD29–1.17' APPROX.)
2. LOCATIONS, ELEVATIONS, & DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, & OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES & OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION, & NOTIFY ENGINEER OF DISCREPANCIES.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, & SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES, IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1–800–432–4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUNSHINE" PROGRAM.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
5. ALL UNDERGROUND UTILITIES MUST BE IN PLACE & TESTED OR INSPECTED PRIOR TO PAVEMENT & STRUCTURE CONSTRUCTION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT & INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, & SCHEDULE INSPECTIONS ACCORDING TO AGENCY REQUIREMENTS & CODES.
7. ALL SPECIFICATIONS & DOCUMENTS REFERENCED BY THE PLANS & PERMITS SHALL BE OF LATEST REVISIONS &/OR LATEST EDITION.
8. ALL WORK BY CONTRACTOR/SUBCONTRACTOR SHALL COMPLY WITH THE REGULATIONS & ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
9. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL PROPOSED PRECAST & MANUFACTURED STRUCTURES. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED & APPROVED BY CONTRACTOR SIGNATURE PRIOR TO SUBMITTAL TO THE OWNER'S ENGINEER.
10. THE CONTRACTOR SHALL NOTIFY THE ENGINEER & APPROPRIATE AGENCIES, & PROVIDE THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, & OTHER INFORMATION AS REQUIRED, AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHOUT AGENCY INSPECTOR PRESENT, MAY BE DEEMED NON–COMPLIANT & WILL BE SUBJECT TO REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
11. BACKFILL MATERIAL SHALL BE COMPACTED AROUND PIPES IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP & BELOW BOTTOM OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99.
12. SITE WORK CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 4,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
13. CONCRETE REINFORCING SHALL CONFORM TO ASTM A615 GRADE OR BETTER, UNLESS OTHERWISE INDICATED ON STRUCTURE PLANS.
14. ALL PRIVATE & PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS. ADDITIONAL COSTS SHALL BE COORDINATED BETWEEN CONTRACTOR & VENDER.
15. CHAPTER 77–153 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THESE PLANS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS. AN ON–SITE INSPECTION BY THE RESPECTIVE GAS COMPANY SHALL BE CALLED FOR BY THE CONTRACTOR TWO (2) WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
16. THE SOILS ENGINEER IS TO SUPPLY THE ENGINEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS & ASPHALT RESULTS. THE SOILS ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD IN WRITING, THAT ALL TESTING REQUIREMENTS REQUIRED BY THE OWNER, LOCAL REGULATORY AGENCY, & THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE IMPROVEMENTS AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS & PERMITS HAVE BEEN SATISFIED.
17. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING REQUIREMENTS AS SHOWN ON THE CONSTRUCTION DRAWINGS. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER IS TO SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
18. THE CONTRACTOR IS TO REVIEW THE DESIGN SOIL REPORTS & BORINGS PRIOR TO BIDDING THE PROJECT & PRIOR TO COMMENCING CONSTRUCTION.
19. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS & PERMITS AT THE CONSTRUCTION SITE AT ALL TIMES.
20. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR INSTRUCTION OF THE CONTRACTOR REGARDING CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS & METHODS FOR CONSTRUCTION SITE SAFETY.
21. CONSTRUCTION & MATERIALS SHALL BE IN ACCORDANCE WITH LOCAL STANDARDS & SPECIFICATIONS. PLANS ARE IN ACCORDANCE WITH LOCAL 'MINIMUM DRAWING & SUBMITTAL REQUIREMENTS FOR POTABLE WATER, WASTEWATER, & RECLAIMED WATER PROJECTS,'. STATE PLANE COORDINATES (FEET) WILL BE SUPPLIED FOR THE RECORD DRAWINGS.
22. WATER, WASTEWATER, & IRRIGATION/RE–USE SYSTEMS WILL BE OWNED & MAINTAINED BY CITY OF BRADENTON. CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS ARE THE MINIMUM ALLOWABLE WATER, WASTEWATER, & IRRIGATION/RE–USE CONSTRUCTION STANDARDS. WHERE ANY NOTE OR DETAIL ON THESE PLANS CONFLICT WITH THE CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS THE MORE STRINGENT INTERPRETATION, AS DETERMINED BY THE COUNTY INFRASTRUCTURE INSPECTOR, SHALL BE APPLIED
23. ALL LAND CONTAINED WITHIN STORM WATER TREATMENT LAKE TRACTS, FLOODPLAIN IMPACT COMPENSATION TRACTS, DRAINAGE EASEMENTS, & WETLAND PRESERVATION TRACTS SHALL ALSO BE A PUBLIC FLOWAGE EASEMENT"
24. ALL NUISANCE, EXOTIC PLANT SPECIES SHALL BE REMOVED FROM UPLAND PORTIONS OF LAND DEVELOPMENT SITES DURING CONSTRUCTION DEVELOPER SHALL PROVIDE FOR THE CONTINUED, PHASED, REMOVAL OF NUISANCE, EXOTIC PLANT SPECIES THAT BECOME REESTABLISHED WITHIN COMMON AREAS OF A RESIDENTIAL DEVELOPMENT FOR THE LIFE OF THE PROJECT.

GENERAL SAFETY NOTES

1. DURING THE CONSTRUCTION &/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED BY THE CONTRACTOR. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL & SAFETY OF THE TRAVELING PUBLIC & THE SAFETY OF HIS PERSONNEL.
2. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL & SAFE PRACTICES FOR STREET & HIGHWAY CONSTRUCTION, MAINTENANCE & UTILITY OPERATIONS SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE, & REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES, & BARRIERS NECESSARY TO PROTECT THE PUBLIC & WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.
3. ALL TRAFFIC CONTROL MARKINGS & DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.
4. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER & THE FLORIDA DEPARTMENT OF TRANSPORTATION REGULATIONS.
5. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY & ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY & DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT &/OR ENFORCE SAFETY REGULATIONS.

CLEARING & EROSION CONTROL NOTES

1. ALL CONSTRUCTION DEBRIS & OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF–SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
2. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE & ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES & TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES & THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT & NO EXTRA COMPENSATION WILL BE ALLOWED.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE & WILL BE RESPONSIBLE FOR THE DEMOLITION & REMOVAL OF ALL UNDERGROUND & ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER & REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
4. DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD, STONE, ETC., WHICH SHALL BE MAINTAINED & MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
5. ALL EROSION & SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION & MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
6. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, & EXISTING WETLANDS. IN ADDITION, THE CONTRACTOR SHALL PLACE A SOIL TRACKING PREVENTION DEVICE WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER & EXIT THE SITE. IF IN THE OPINION OF THE ENGINEER &/OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF–SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER &/OR AUTHORITIES.
7. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
8. THERE IS TO BE NO DISCHARGE (i.e. PUMPING. SHEET FLOW, SWALE, DITCH ETC.) INTO EXISTING LAKE SYSTEM, WETLAND, OR RIVER, WITHOUT THE USE OF SETTLING PONDS. A SETTLING POND PLAN MUST BE SUBMITTED & APPROVED BY THE ENGINEER OF RECORD & LOCAL REGULATORY AGENCY PRIOR TO CONSTRUCTION.
9. ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED ARE TO BE SEEDED & MULCHED TO FDOT STANDARDS & MAINTAINED UNTIL ACCEPTABLE TO THE REGULATORY AGENCY & ENGINEER OF RECORD. ANY WASHOUTS, REGRADING, RESEEDING, SODDING, & OTHER EROSION WORK REQUIRED WILL BE PERFORMED BY THE CONTRACTOR UNTIL THE SYSTEM IS ACCEPTED BY THE OWNER, REGULATORY AGENCY, & ENGINEER OF RECORD.
10. ALL SODDING, SEEDING & MULCHING SHALL INCLUDE WATERING & FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED & ACCEPTED BY THE OWNER.

PAVING, GRADING & DRAINAGE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE & WILL PROVIDE BRACING, SHEETING, OR SHORING, AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE & APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED.
2. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.
3. THE CONTRACTOR IS TO PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE & ANY STRUCTURE.
4. THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION & THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES. SEE "EXTRA BASE FOR CROSS CULVERTS UNDER FLEXIBLE PAVEMENT DETAIL
5. ALL STORM DRAINAGE PIPE (DESIGNATED AS "STM" ON PLANS) SHALL BE REINFORCED CONCRETE CLASS IV (ASTM C–76), CORRUGATED HDPE (ADS TYPE N–12), OR APPROVED EQUAL.
6. PVC STORM PIPE, 12" & SMALLER SHALL CONFORM TO AWWA C–900, CLASS 150 STANDARDS, UNLESS OTHERWISE NOTED.
7. PIPE LENGTHS SHOWN ARE APPROXIMATE & ARE MEASURED TO END OF PIPE.
8. ALL DRAINAGE STRUCTURE GRATES & COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR & CAPABLE OF WITHSTANDING H–20 LOADINGS.
9. MATERIALS & CONSTRUCTION METHODS FOR STREETS & STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY & THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE FIELD NOTES MARKED ON AN APPROVED SET OF CONSTRUCTION PLANS TO OWNER'S ENGINEER WITH SUFFICIENT LEGIBLE NOTES TO PREPARE RECORD DRAWINGS ACCORDING TO LOCAL MINIMUM RECORD DRAWING STANDARDS.
11. ROOF DRAIN PIPES SHALL BE PVC(SCH 40), OR CORRUGATED HDPE (ADS N–12, OR APPROVED EQUAL) AS INDICATED ON THE PLAN.
12. EXCAVATION OF RETENTION PONDS SHALL CEASE AT THE DEPTH WHERE CLAY (CL/CH) LAYER OF MATERIAL IS ENCOUNTERED.

PAVING GRADING & DRAINAGE TESTING & INSPECTION REQUIREMENTS

1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL THE CONTRACTOR IS TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE AN INSPECTION.
2. THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
3. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL TESTING REQUIRED BY THE CONSTRUCTION PLANS WITH THE SOILS ENGINEER. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER SHALL SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
4. TV VIDEO INSPECTION IS REQUIRED FOR ALL RCP STORMWATER PIPES WHICH CONVEY RUNOFF STREETS (PUBLIC OR PRIVATE).
5. LASER PROFILE IS REQUIRED FOR ALL ADS/HDPE STORMWATER PIPES WHICH CONVEY RUNOFF STREETS (PUBLIC OR PRIVATE), FOR PIPE 48 INCHES OR LESS IN DIAMETER, PROVIDE THE ENGINEER A VIDEO DVD AND REPORT USING LOW BARREL DISTORTION VIDEO EQUIPMENT WITH LASER PROFILE TECHNOLOGY, NON–CONTACT MICROMETER AND ASSOCIATED SOFTWARE (OR APPROVED EQUAL) THAT PROVIDES:
   a. ACTUAL RECORDED LENGTH AND WIDTH MEASUREMENTS OF ALL CRACKS WITHIN THE PIPE.
   b. ACTUAL RECORDED SEPARATION MEASUREMENT OF ALL PIPE JOINTS.
   c. PIPE OVALITY REPORT.
   d. DEFLECTION MEASUREMENTS AND GRAPHICAL DIAMETER ANALYSIS REPORT IN TERMS OF X AND Y AXIS.
   e. FLAT ANALYSIS REPORT.
   f. REPRESENTATIVE DIAMETER OF THE PIPE.
   g. PIPE DEFORMATION MEASUREMENTS, LEAKS, DEBRIS, OR OTHER DAMAGE OR DEFECTS.
   h. DEVATION IN PIPE LINE AND GRADE, JOINT GAPS, AND JOINT MISALIGNMENT.

SIGNAGE & PAVEMENT MARKINGS

ALL OF THE SIGNING AND PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD, FDOT DESIGN STANDARDS AND THE MANATEE COUNTY PUBLIC WORKS DEPARTMENT HIGHWAY, TRAFFIC AND STORMWATER STANDARDS. TRAFFIC CONTROL DEVICES THAT DO NOT CONFORM TO THESE DOCUMENTS, AND THAT ARE WITHIN THE PUBLICLY MAINTAINED RIGHT-OF-WAY, IF ACCEPTABLE, WILL REQUIRE AN EXECUTED MAINTENANCE AGREEMENT PRIOR TO APPROVAL OF CONSTRUCTION PLANS.

ALL STREET NAME SIGN SHOP DRAWINGS ARE TO BE REVIEWED BY MANATEE COUNTY PRIOR TO INSTALLATION AND THE SIGNS SHALL BE DESIGNED WITH BLOCK NAMES, NUMBERS AND COLORS AS FOLLOWS:
a. PRIVATE STREETS INTERSECTING WITH PUBLIC ROADS: THE STREET NAME SIGNS SHALL BE 6" B SERIES UPPER/LOWER CASE WHITE TEXT ON BLUE BACKGROUND.
b. PUBLIC STREETS: THE STREET NAME SIGNS SHALL BE 6" B SERIES UPPER/LOWER CASE WHITE TEXT ON GREEN BACKGROUND.
c. EMERGENCY ACCESS MAINTENANCE STREETS: THE STREET NAME SIGNS SHALL BE 6" B SERIES UPPER/LOWER CASE WHITE TEXT ON BROWN BACKGROUND.

ADDITIONAL NOTE:

ANY ONSITE IMPROVEMENTS WITHIN THE MANATEE COUNTY RIGHT-OF-WAY (ROW) AS DEPICTED ON THE APPROVED "CONSTRUCTION DRAWINGS" AND/OR "FINAL SITE PLANS", AS APPLICABLE, SHALL REQUIRE A "TEMPORARY TRAFFIC CONTROL PLAN" (TTCP) BASED ON THE MINIMUM REQUIREMENTS PROVIDED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND\OR MANATEE COUNTY TRANSPORTATION STANDARD DETAIL 406.0 (ROAD\LANE CLOSURE PROCEDURES). THE TTCP SHALL BE SUBMITTED TO INFRASTRUCTURE INSPECTIONS DIVISION PRIOR TO THE START OF SAID CONSTRUCTION. CONTACT (941) 708-7450 FOR SPECIFIC REQUIREMENTS. (ANY TURN LANES, OR NEEDS TRAFFIC CONTROL PLAN)

SWPPP NOTES

BEST MANAGEMENT PRACTICES:

CONSTRUCTION ENTRANCE

ALL TRADES, DELIVERY AND SUPPLY COMPANIES SHALL ONLY USE THE APPROVED CONSTRUCTION ENTRANCE.

- CONSTRUCTION ENTRANCES MUST HAVE A MINIMUM DEPTH OF SIX (6) INCHES OF CRUSHED CONCRETE, CRUSHED ROCK, CLASS 5 AGGREGATE OR A TRACKING MAT.
- THE ENTRANCE SHOULD ACCESS BLOCK STORMWATER RUNOFF FROM THE ROAD FROM ENTERING THE SITE. A PIPE MAY BE INSTALLED ALONG THE CURBLINE AT THE EDGE OF THE CONSTRUCTION ENTRANCE TO ALLOW WATER TO PASS TO THE STORM DRAIN.
- ANY SEDIMENT TRACKED ON A PAVED SURFACE FROM THE CONSTRUCTION SITE MUST BE REMOVED BY THE END OF THE DAY BY SWEEPING OR OTHER APPROVED METHOD.
- VEHICLES SHOULD STAY OFF THE CONSTRUCTION SITE DURING WET CONDITIONS TO AVOID TRACKING SEDIMENT OFF THE JOB SITE AND INTO THE STORM SEWER.

MAINTENANCE REQUIREMENTS:

- THE CONTRACTOR SHALL STREET SWEEP ANY PUBLIC ROADWAYS ADJACENT TO THE SITE ONCE A DAY AS A MINIMUM OR MORE FREQUENTLY AS DETERMINED BY THE CITY'S CONSTRUCTION INSPECTOR DURING SITE AND BUILDING CONSTRUCTION.
- STONE AGGREGATE NEEDS TO BE CHECKED WEEKLY OR MORE OFTEN BASED ON ACTIVITY AND AFTER EVERY STORM EVENT 0.5-INCHES OR GREATER. IF AGGREGATE IS WORN OR COMPRESSED NEW AGGREGATE NEEDS TO BE ADDED TO MAINTAIN A MINIMUM DEPTH OF 6-INCHES.

DEWATERING

THIS WATER THAT IS SEDIMENT LADEN AND MUST BE TREATED PRIOR TO BEING PUMPED INTO THE STORM DRAIN. SEDIMENT SHALL BE KEPT FROM EXITING THE JOB SITE, COLLECTING ON THE ROADWAY AND TRAVELING AND ENTERING THE STORM DRAIN SYSTEM.

- A SEDIMENT FILTER BAG OR APPROVED TEMPORARY SEDIMENT BASIN MUST BE USED TO REMOVE SEDIMENT FROM THE EFFLUENT PRIOR TO LEAVING THE SITE AND EVENTUALLY ENTERING A STORM DRAIN OR WATER BODY.
- AT A MINIMUM, VISUAL INSPECTION MUST BE DONE TO ENSURE ADEQUATE TREATMENT IS ACHIEVED. THE REGULATORY AND TESTING REQUIREMENT IS NO MORE THAN 29 NTUS ABOVE BACKGROUND LEVELS.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE DEWATERING PROCESS WILL NOT CAUSE A NUISANCE TO OTHER ADJACENT PROPERTIES, LEAVING SEDIMENTS WITHIN A GREEN SPACE OR ON A ROADWAY OR CAUSING EROSION OF RIGHT-OF WAY.
- ALL DEWATERING ACTIVITIES WITHIN THE CONSTRUCTION SITE ARE SUBJECT TO REGULATORY COMPLIANCE AND CITY INSPECTION.

POLLUTION OF STORM SYSTEM WILL NOT BE TOLERATED AND MAY RESULT IN NOTICE OF VIOLATION/ORDER TO COMPLY AND A STOP WORK ORDER UNTIL THE CONDITIONS ARE MET AND SEDIMENT IS REMOVED FROM THE STORM DRAIN SYSTEM.

CURB AND INLET PROTECTION

CURB AND INLET PROTECTION MUST BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES COMMENCING INCLUDING TRENCHING FOR SILT FENCE INSTALLATION. OUTLINED HERE ARE APPROVED METHODS FOR PROTECTION OF CURBS AND INLETS:

- FOR INLET GRATES, FILTER CLOTH MUST BE PLACED UNDER THE INLET GRATE DURING WORKSITE CONSTRUCTION TO PREVENT SEDIMENT INFILTRATION INTO DRAINAGE PIPES.
- FILTER CLOTH MUST BE A MINIMUM OF TWELVE INCHES (12") PAST THE INLET DRAINAGE STRUCTURE AS SHOWN IN THE FIGURE BELOW.
- FOR CURB INLETS, A 6" WRAPPED UNDER DRAIN WITH WASHED SHELL, COMMONLY REFERRED TO AS A "SOCK," WILL BE PLACED ALONG THE LENGTH OF THE INLET TO PREVENT SEDIMENT FROM ENTERING THE DRAIN.
- THE "SOCKS" AND FILTER CLOTHS MUST BE INSPECTED DAILY BY THE GRADING/EROSION CONTROL PERMIT HOLDER AND THE BUILDING PERMIT HOLDER OR CONTRACTOR. "SOCKS" AND FILTER CLOTHS MUST BE REPLACED BEFORE SEDIMENT CLOGS THE INLET AS SHOWN IN THE ABOVE PICTURE.
- SEDIMENT BAGS MAY ALSO BE USED IN INLET STRUCTURES. THEY ARE TO BE TO BE CLEANED REGULARLY, AS THEY CANNOT HOLD HIGH VOLUMES OF SEDIMENTS.
- INSPECT FILTER CLOTH AND SEDIMENT BAGS/LOGS AT LEAST ONCE A WEEK AND AFTER EVERY 0.5 INCH OR GREATER RAINFALL. MAKE NEEDED REPAIRS IMMEDIATELY.
- PROMPTLY (WITHIN 24 HOURS) REPLACE ANY COLLAPSED, TORN, DECOMPOSED OR INEFFECTIVE SEDIMENT LOGS.

SILT FENCE

SILT FENCE MUST BE INSTALLED AND MAINTAINED IN COMPLIANCE WITH CITY SPECIFICATIONS. THE FOLLOWING GUIDELINES MUST BE UTILIZED FOR PROPER USAGE OF THE SILT SCREEN FENCE:

- A MINIMUM OF EIGHT INCHES (8") OF THE SILT FENCE MUST BE EMBEDDED IN THE GROUND WITH A MINIMUM OF SIXTEEN INCHES (16") ABOVE GROUND.
- SEDIMENT CONTROL FENCE POSTS MUST BE DRIVEN A MINIMUM OF SIXTEEN INCHES (16") INTO THE GROUND; ABOVE THE GROUND, THE FENCE POST MUST BE A MINIMUM OF TWENTY INCHES (20") AND BE A MINIMUM OF THIRTY-SIX INCHES (36") IN LENGTH.
- THE MAXIMUM DISTANCE ALLOWED BETWEEN EACH FENCE POST IS TEN FEET (10').

MAINTENANCE REQUIREMENTS:

- INSPECT SILT FENCES AT LEAST ONCE A WEEK AND AFTER EVERY 0.5 INCH OR GREATER RAINFALL. MAKE NEEDED REPAIRS IMMEDIATELY.
- PROMPTLY (WITHIN 24 HOURS) REPLACE ANY COLLAPSED, TORN, DECOMPOSED OR INEFFECTIVE SILT FENCE.
- REMOVE THE SEDIMENTS ACCUMULATED AGAINST SILT FENCES WHEN THOSE SEDIMENTS REACH 1/3 THE HEIGHT OF THE FENCE, TAKE CARE TO AVOID DAMAGING OR UNDERMINING THE FENCE DURING CLEANOUT.
- IF CONSTRUCTION ACTIVITIES NECESSITATE TEMPORARY CHANGES IN THE LOCATION OF THE SILT FENCE, THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL BMP DEVICES ARE REINSTALLED PER THE ORIGINAL DESIGN AT THE END OF EVERY WORK DAY.

NO.	DATE	REVISION DESCRIPTION	BY

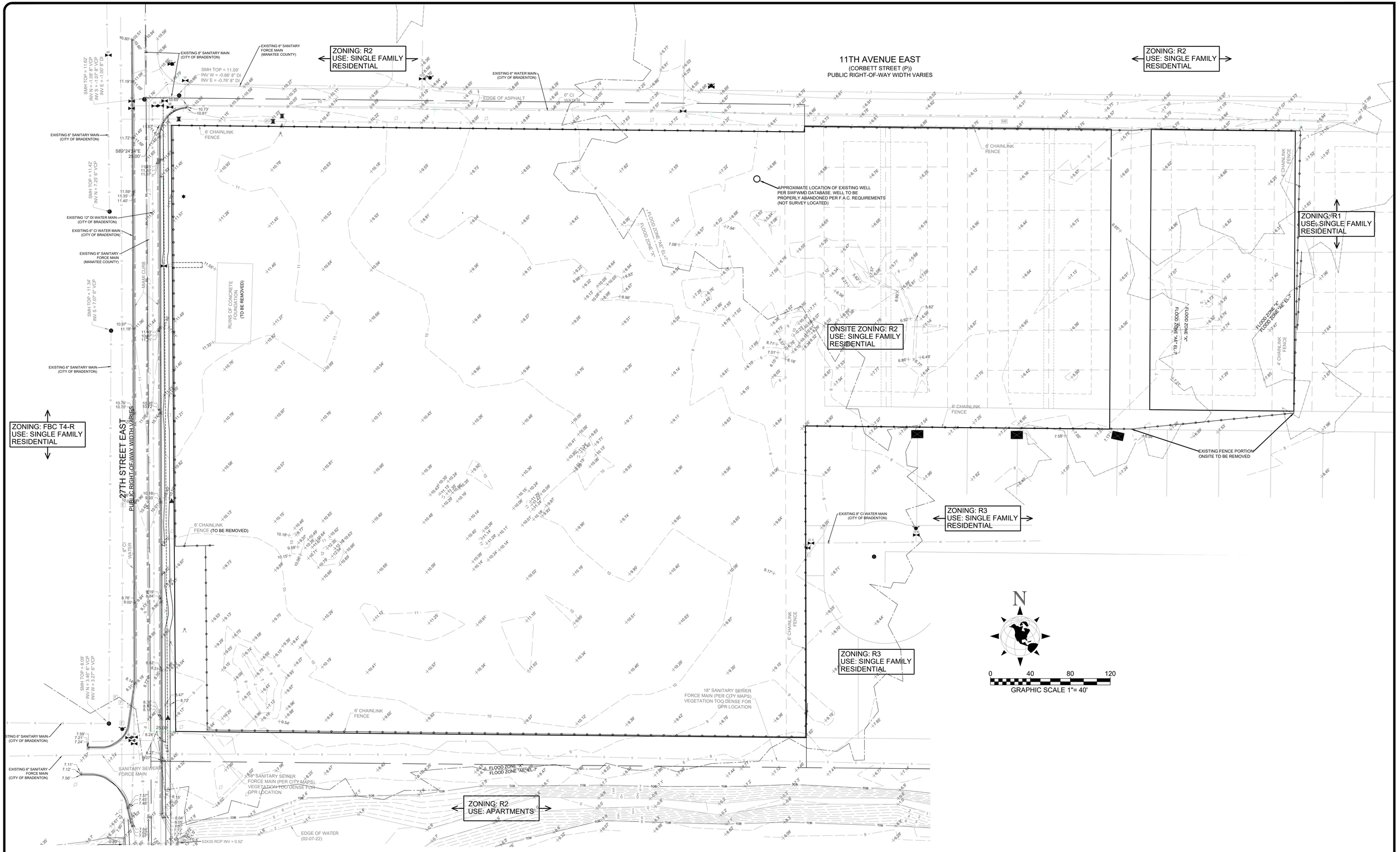
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 1-24-2023
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF | CHECKED MJM

NOTES
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 2 OF 15



NO.	DATE	REVISION DESCRIPTION	BY
1	7-24-2023	ADD FORCE MAIN	GHF

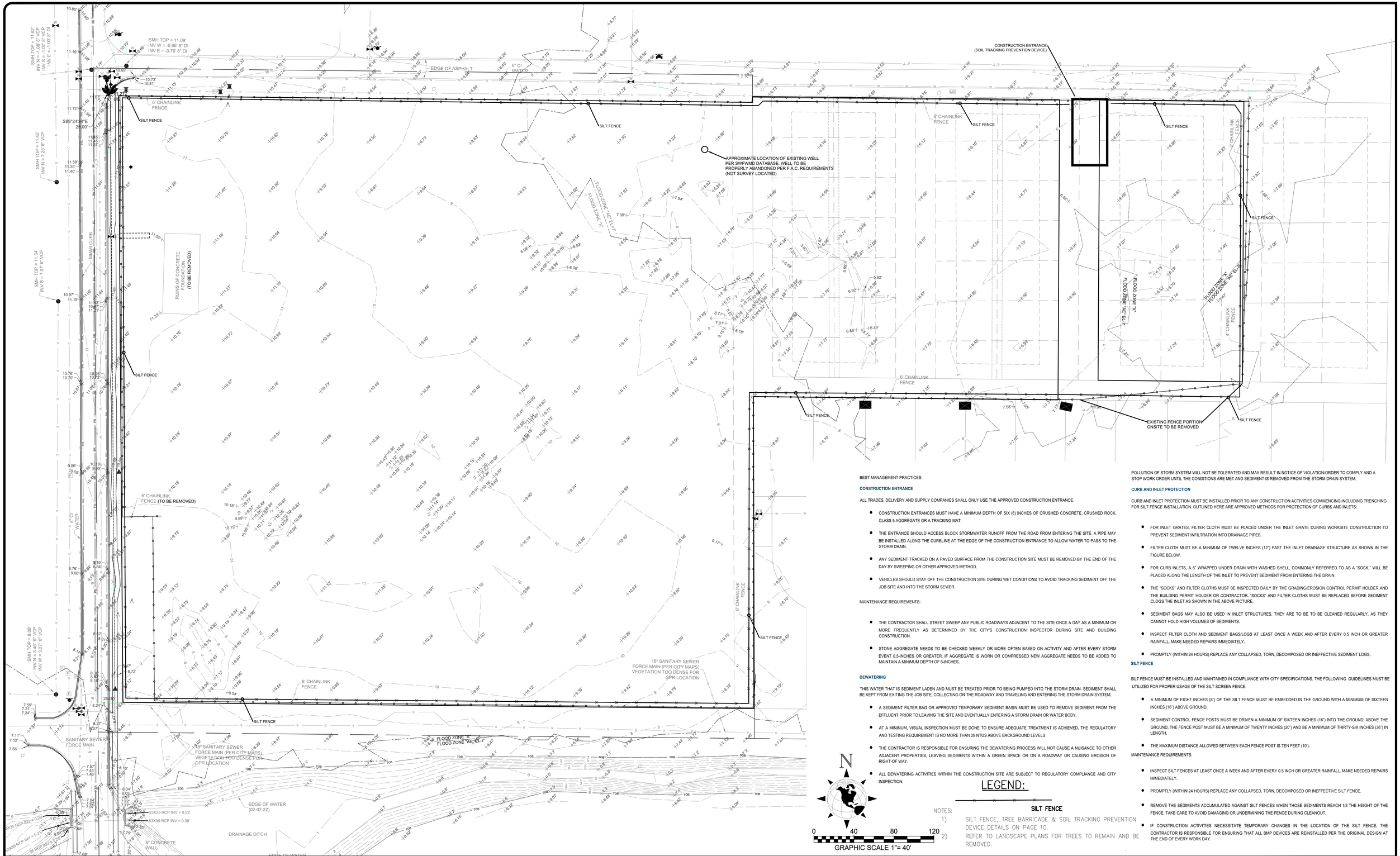
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	1-24-2023
PROJECT	JCE
DRAWING	SP - PGD
DRAWN	GHF
CHECKED	MJM

EXISTING CONDITIONS PLAN
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-19E
SHEET 3 OF 15



BEST MANAGEMENT PRACTICES:

CONSTRUCTION ENTRANCE

ALL TRADES, DELIVERY AND SUPPLY COMPANIES SHALL ONLY USE THE APPROVED CONSTRUCTION ENTRANCE.

- CONSTRUCTION ENTRANCES MUST HAVE A MINIMUM DEPTH OF SIX (6) INCHES OF CRUSHED CONCRETE, CRUSHED ROCK, CLASS 5 AGGREGATE OR A TRACKING MAT.
- THE ENTRANCE SHOULD ACCESS BLOCK STORMWATER RUNOFF FROM THE ROAD FROM ENTERING THE SITE. A PIPE MAY BE INSTALLED ALONG THE CURBLINE AT THE EDGE OF THE CONSTRUCTION ENTRANCE TO ALLOW WATER TO PASS TO THE STORM DRAIN.
- ANY SEDIMENT TRACKED ON A PAVED SURFACE FROM THE CONSTRUCTION SITE MUST BE REMOVED BY THE END OF THE DAY BY SWEEPING OR OTHER APPROVED METHOD.
- VEHICLES SHOULD STAY OFF THE CONSTRUCTION SITE DURING WET CONDITIONS TO AVOID TRACKING SEDIMENT OFF THE JOB SITE AND INTO THE STORM SEWER.

MAINTENANCE REQUIREMENTS:

- THE CONTRACTOR SHALL STREET SWEEP ANY PUBLIC ROADWAYS ADJACENT TO THE SITE ONCE A DAY AS A MINIMUM OR MORE FREQUENTLY AS DETERMINED BY THE CITY'S CONSTRUCTION INSPECTOR DURING SITE AND BUILDING CONSTRUCTION.
- STONE AGGREGATE NEEDS TO BE CHECKED WEEKLY OR MORE OFTEN BASED ON ACTIVITY AND AFTER EVERY STORM EVENT 0.5-INCHES OR GREATER. IF AGGREGATE IS WORN OR COMPRESSED NEW AGGREGATE NEEDS TO BE ADDED TO MAINTAIN A MINIMUM DEPTH OF 6-INCHES.

DEWATERING

THIS WATER THAT IS SEDIMENT LADEN AND MUST BE TREATED PRIOR TO BEING PUMPED INTO THE STORM DRAIN. SEDIMENT SHALL BE KEPT FROM EXITING THE JOB SITE, COLLECTING ON THE ROADWAY AND TRAVELING AND ENTERING THE STORM DRAIN SYSTEM.

- A SEDIMENT FILTER BAG OR APPROVED TEMPORARY SEDIMENT BASIN MUST BE USED TO REMOVE SEDIMENT FROM THE EFFLUENT PRIOR TO LEAVING THE SITE AND EVENTUALLY ENTERING A STORM DRAIN OR WATER BODY.
- AT A MINIMUM, VISUAL INSPECTION MUST BE DONE TO ENSURE ADEQUATE TREATMENT IS ACHIEVED. THE REGULATORY AND TESTING REQUIREMENT IS NO MORE THAN 29 NTUS ABOVE BACKGROUND LEVELS.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE DEWATERING PROCESS WILL NOT CAUSE A NUISANCE TO OTHER ADJACENT PROPERTIES, LEAVING SEDIMENTS WITHIN A GREEN SPACE OR ON A ROADWAY OR CAUSING EROSION OF RIGHT-OF WAY.
- ALL DEWATERING ACTIVITIES WITHIN THE CONSTRUCTION SITE ARE SUBJECT TO REGULATORY COMPLIANCE AND CITY INSPECTION.

POLLUTION OF STORM SYSTEM WILL NOT BE TOLERATED AND MAY RESULT IN NOTICE OF VIOLATION/ORDER TO COMPLY AND A STOP WORK ORDER UNTIL THE CONDITIONS ARE MET AND SEDIMENT IS REMOVED FROM THE STORM DRAIN SYSTEM.

CURB AND INLET PROTECTION

CURB AND INLET PROTECTION MUST BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES COMMENCING INCLUDING TRENCHING FOR SILT FENCE INSTALLATION. OUTLINED HERE ARE APPROVED METHODS FOR PROTECTION OF CURBS AND INLETS:

- FOR INLET GRATES, FILTER CLOTH MUST BE PLACED UNDER THE INLET GRATE DURING WORKSITE CONSTRUCTION TO PREVENT SEDIMENT INFILTRATION INTO DRAINAGE PIPES.
- FILTER CLOTH MUST BE A MINIMUM OF TWELVE INCHES (12") PAST THE INLET DRAINAGE STRUCTURE AS SHOWN IN THE FIGURE BELOW.
- FOR CURB INLETS, A 6" WRAPPED UNDER DRAIN WITH WASHED SHELL, COMMONLY REFERRED TO AS A "SOCK," WILL BE PLACED ALONG THE LENGTH OF THE INLET TO PREVENT SEDIMENT FROM ENTERING THE DRAIN.
- THE "SOCKS" AND FILTER CLOTHS MUST BE INSPECTED DAILY BY THE GRADING/EROSION CONTROL PERMIT HOLDER AND THE BUILDING PERMIT HOLDER OR CONTRACTOR. "SOCKS" AND FILTER CLOTHS MUST BE REPLACED BEFORE SEDIMENT CLOGS THE INLET AS SHOWN IN THE ABOVE PICTURE.
- SEDIMENT BAGS MAY ALSO BE USED IN INLET STRUCTURES. THEY ARE TO BE TO BE CLEANED REGULARLY, AS THEY CANNOT HOLD HIGH VOLUMES OF SEDIMENTS.
- INSPECT FILTER CLOTH AND SEDIMENT BAGS/LOGS AT LEAST ONCE A WEEK AND AFTER EVERY 0.5 INCH OR GREATER RAINFALL. MAKE NEEDED REPAIRS IMMEDIATELY.
- PROMPTLY (WITHIN 24 HOURS) REPLACE ANY COLLAPSED, TORN, DECOMPOSED OR INEFFECTIVE SEDIMENT LOGS.

SILT FENCE

SILT FENCE MUST BE INSTALLED AND MAINTAINED IN COMPLIANCE WITH CITY SPECIFICATIONS. THE FOLLOWING GUIDELINES MUST BE UTILIZED FOR PROPER USAGE OF THE SILT SCREEN FENCE:

- A MINIMUM OF EIGHT INCHES (8") OF THE SILT FENCE MUST BE EMBEDDED IN THE GROUND WITH A MINIMUM OF SIXTEEN INCHES (16") ABOVE GROUND.
- SEDIMENT CONTROL FENCE POSTS MUST BE DRIVEN A MINIMUM OF SIXTEEN INCHES (16") INTO THE GROUND; ABOVE THE GROUND, THE FENCE POST MUST BE A MINIMUM OF TWENTY INCHES (20") AND BE A MINIMUM OF THIRTY-SIX INCHES (36") IN LENGTH.
- THE MAXIMUM DISTANCE ALLOWED BETWEEN EACH FENCE POST IS TEN FEET (10').

MAINTENANCE REQUIREMENTS:

- INSPECT SILT FENCES AT LEAST ONCE A WEEK AND AFTER EVERY 0.5 INCH OR GREATER RAINFALL. MAKE NEEDED REPAIRS IMMEDIATELY.
- PROMPTLY (WITHIN 24 HOURS) REPLACE ANY COLLAPSED, TORN, DECOMPOSED OR INEFFECTIVE SILT FENCE.
- REMOVE THE SEDIMENTS ACCUMULATED AGAINST SILT FENCES WHEN THOSE SEDIMENTS REACH 1/3 THE HEIGHT OF THE FENCE. TAKE CARE TO AVOID DAMAGING OR UNDERMINING THE FENCE DURING CLEANOUT.
- IF CONSTRUCTION ACTIVITIES NECESSITATE TEMPORARY CHANGES IN THE LOCATION OF THE SILT FENCE, THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL BMP DEVICES ARE REINSTALLED PER THE ORIGINAL DESIGN AT THE END OF EVERY WORK DAY.

LEGEND:

SILT FENCE

NOTES:
1) SILT FENCE, TREE BARRICADE & SOIL TRACKING PREVENTION DEVICE DETAILS ON PAGE 10.
2) REFER TO LANDSCAPE PLANS FOR TREES TO REMAIN AND BE REMOVED.

NO.	DATE	REVISION DESCRIPTION	BY

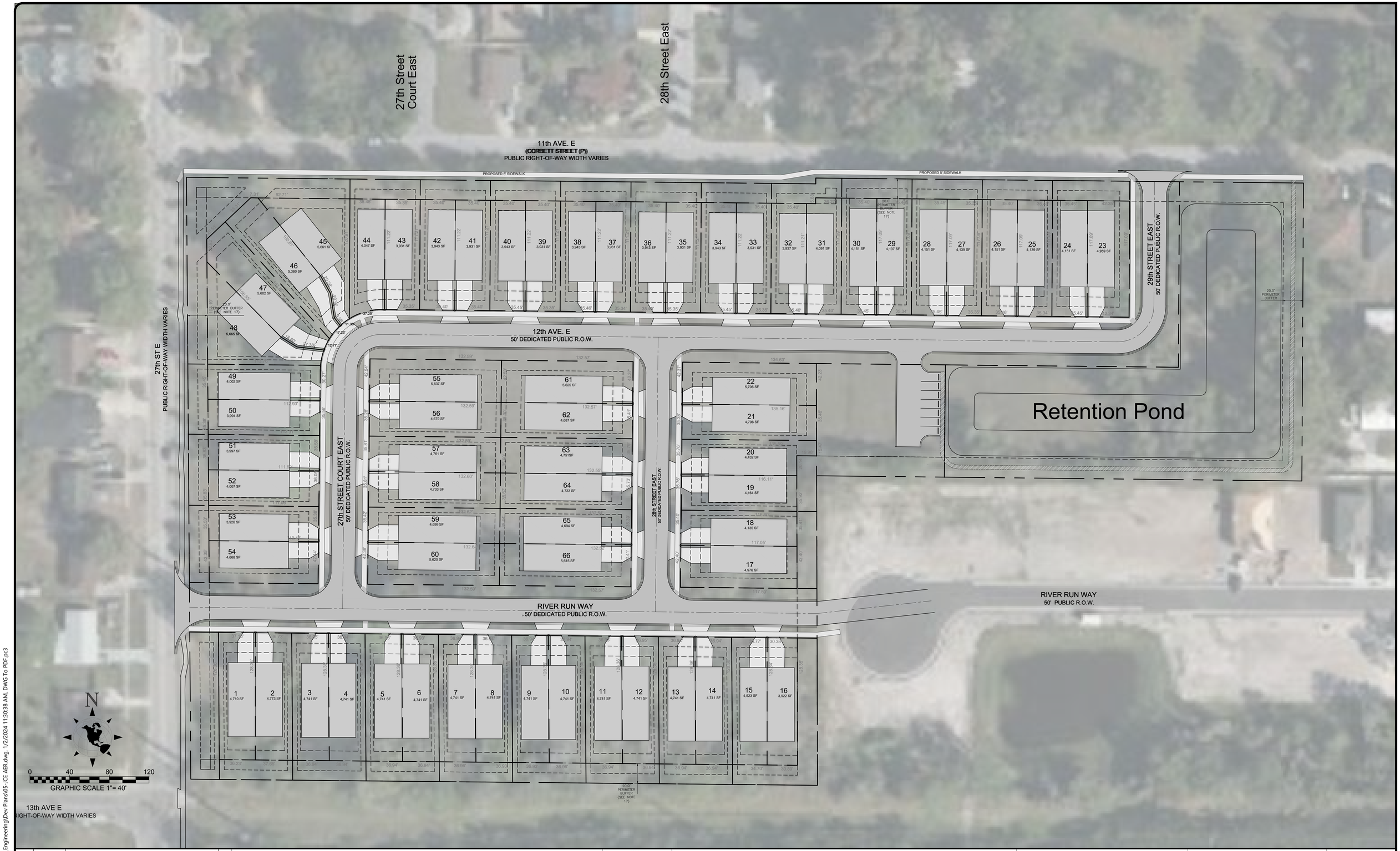
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	1-24-2023
PROJECT	JCE
DRAWING	SP - PGD
DRAWN	GHF
CHECKED	MJM

EROSION CONTROL/SWPPP PLAN
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE	
1" = 40'	
SEC.-TSP.-RNG.	
32-34S-18E	
SHEET	OF
4	15



NO.	DATE	REVISION DESCRIPTION	BY

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	1-25-2023
PROJECT	JCE
DRAWING	SP - PGD
DRAWN	GHF
CHECKED	MJM

AERIAL SITE PLAN
PLANNED DEVELOPMENT PROJECT

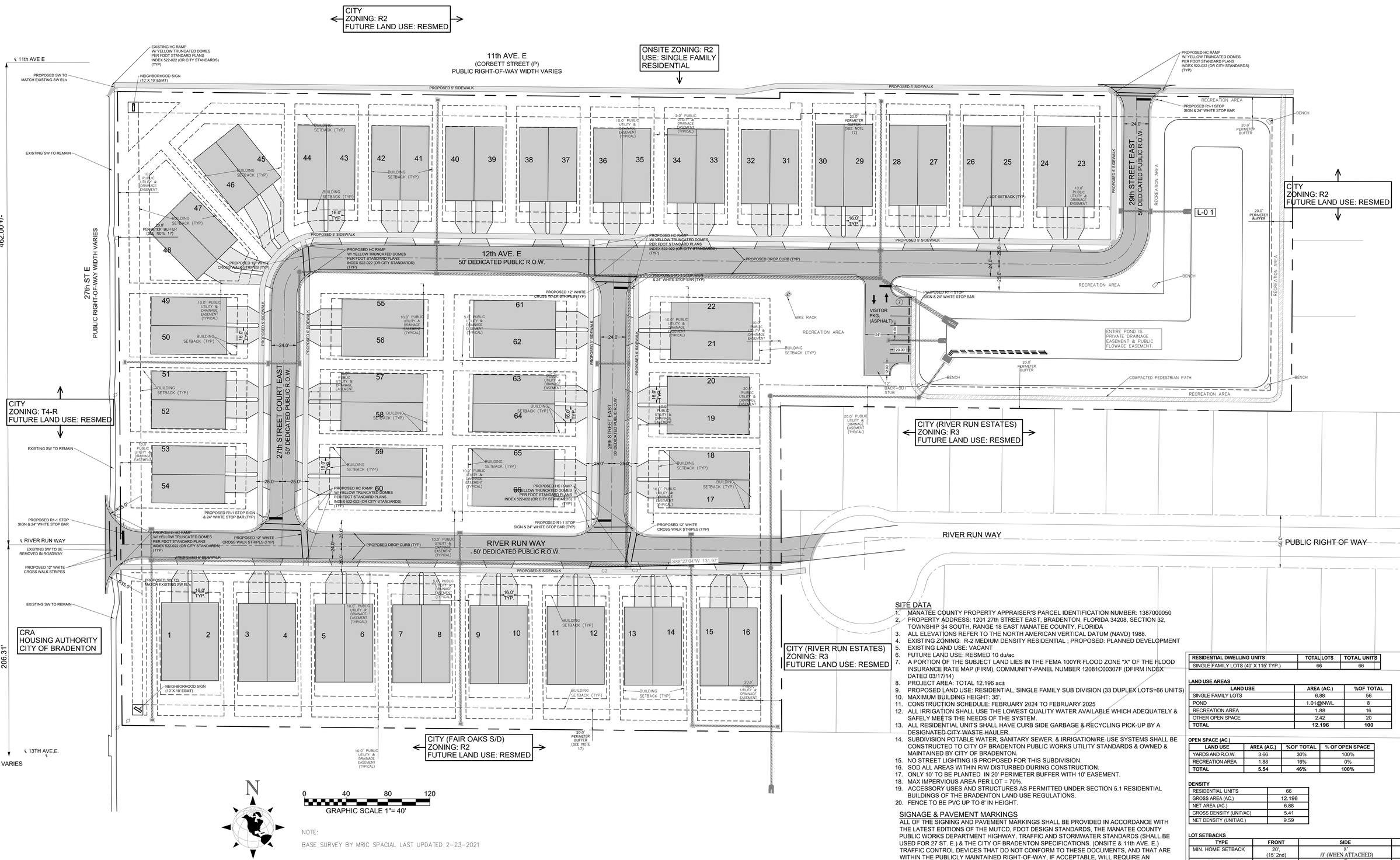
Jordan Creek East

CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE	1" = 40'
SEC.-TSP.-RNG.	32-34S-18E
SHEET	5
OF	15

Z:\Jobs\Jordan Creek East_Engineering\Dev Plans\05-JCE AER.dwg, 1/2/2024 11:30:38 AM, DWG To PDF.pc3



NOTE:

BASE SURVEY BY MRIC SPACIAL LAST UPDATED 2-23-2021

SITE DATA

1. MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER: 1387000050
2. PROPERTY ADDRESS: 1201 27th STREET EAST, BRADENTON, FLORIDA 34208, SECTION 32, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA
3. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.
4. EXISTING ZONING: R-2 MEDIUM DENSITY RESIDENTIAL ; PROPOSED: PLANNED DEVELOPMENT
5. EXISTING LAND USE: VACANT
6. FUTURE LAND USE: RESMED 10 du/ac
7. A PORTION OF THE SUBJECT LAND LIES IN THE FEMA 100YR FLOOD ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY-PANEL NUMBER 12081C0030?F (DFIRM INDEX DATED 03/17/14)
8. PROJECT AREA: TOTAL 12.196 ac±
9. PROPOSED LAND USE: RESIDENTIAL, SINGLE FAMILY SUB DIVISION (33 DUPLEX LOTS=66 UNITS)
10. MAXIMUM BUILDING HEIGHT: 35'.
11. CONSTRUCTION SCHEDULE: FEBRUARY 2024 TO FEBRUARY 2025
12. ALL IRRIGATION SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY & SAFELY MEETS THE NEEDS OF THE SYSTEM.
13. ALL RESIDENTIAL UNITS SHALL HAVE CURB SIDE GARBAGE & RECYCLING PICK-UP BY A DESIGNATED CITY WASTE HAULER.
14. SUBDIVISION POTABLE WATER, SANITARY SEWER, & IRRIGATION/RE-USE SYSTEMS SHALL BE CONSTRUCTED TO CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS & OWNED & MAINTAINED BY CITY OF BRADENTON.
15. NO STREET LIGHTING IS PROPOSED FOR THIS SUBDIVISION.
16. SOD ALL AREAS WITHIN R/W DISTURBED DURING CONSTRUCTION.
17. ONLY 10' TO BE PLANTED IN 20' PERIMETER BUFFER WITH 10' EASEMENT.
18. MAX IMPERVIOUS AREA PER LOT = 70%.
19. ACCESSORY USES AND STRUCTURES AS PERMITTED UNDER SECTION 5.1 RESIDENTIAL BUILDINGS OF THE BRADENTON LAND USE REGULATIONS.
20. FENCE TO BE PVC UP TO 6' IN HEIGHT.

SIGNAGE & PAVEMENT MARKINGS

ALL OF THE SIGNING AND PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD, FDOT DESIGN STANDARDS, THE MANATEE COUNTY PUBLIC WORKS DEPARTMENT HIGHWAY, TRAFFIC AND STORMWATER STANDARDS (SHALL BE USED FOR 27 ST. E.) & THE CITY OF BRADENTON SPECIFICATIONS. (ONSITE & 11th AVE. E.) TRAFFIC CONTROL DEVICES THAT DO NOT CONFORM TO THESE DOCUMENTS, AND THAT ARE WITHIN THE PUBLICLY MAINTAINED RIGHT-OF-WAY, IF ACCEPTABLE, WILL REQUIRE AN EXECUTED MAINTENANCE AGREEMENT PRIOR TO APPROVAL OF CONSTRUCTION PLANS.

RESIDENTIAL DWELLING UNITS	TOTAL LOTS	TOTAL UNITS
SINGLE FAMILY LOTS (40' X 115' TYP.)	66	66

LAND USE AREAS

LAND USE	AREA (AC.)	%OF TOTAL
SINGLE FAMILY LOTS	6.88	56
POND	1.01@NWL	8
RECREATION AREA	1.88	16
OTHER OPEN SPACE	2.42	20
TOTAL	**12.196**	**100**

OPEN SPACE (AC.)

LAND USE	AREA (AC.)	%OF TOTAL	% OF OPEN SPACE
YARDS AND R.O.W.	3.66	30%	100%
RECREATION AREA	1.88	16%	0%
TOTAL	**5.54**	**46%**	**100%**

DENSITY

RESIDENTIAL UNITS	66
GROSS AREA (AC.)	12.196
NET AREA (AC.)	6.88
GROSS DENSITY (UNIT/AC)	5.41
NET DENSITY (UNIT/AC.)	9.59

LOT SETBACKS

TYPE	FRONT	SIDE	REAR
MIN. HOME SETBACK	20' (15' 2nd)	5' 0' (WHEN ATTACHED)	10'
MIN. ASSY. SETBACK	20'	5'	5'

NO.	DATE	REVISION DESCRIPTION	BY
4	1-2-2024	ADD MODIFICATIONS TO LAND PLAN	GHF
3	1-18-2023	ADD MODIFICATIONS TO LAND PLAN	GHF
2	3-31-2022	ADD BLDG. FOOTPRINTS & DRIVEWAYS, SITE DATA CHART	GHF
1	2-1-2022	UPDATE SITE DATA	GHF

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 12-11-2021
PROJECT JCE
DRAWING SIP
DRAWN GHF | CHECKED MJM

PLANNED DEVELOPMENT PROJECT

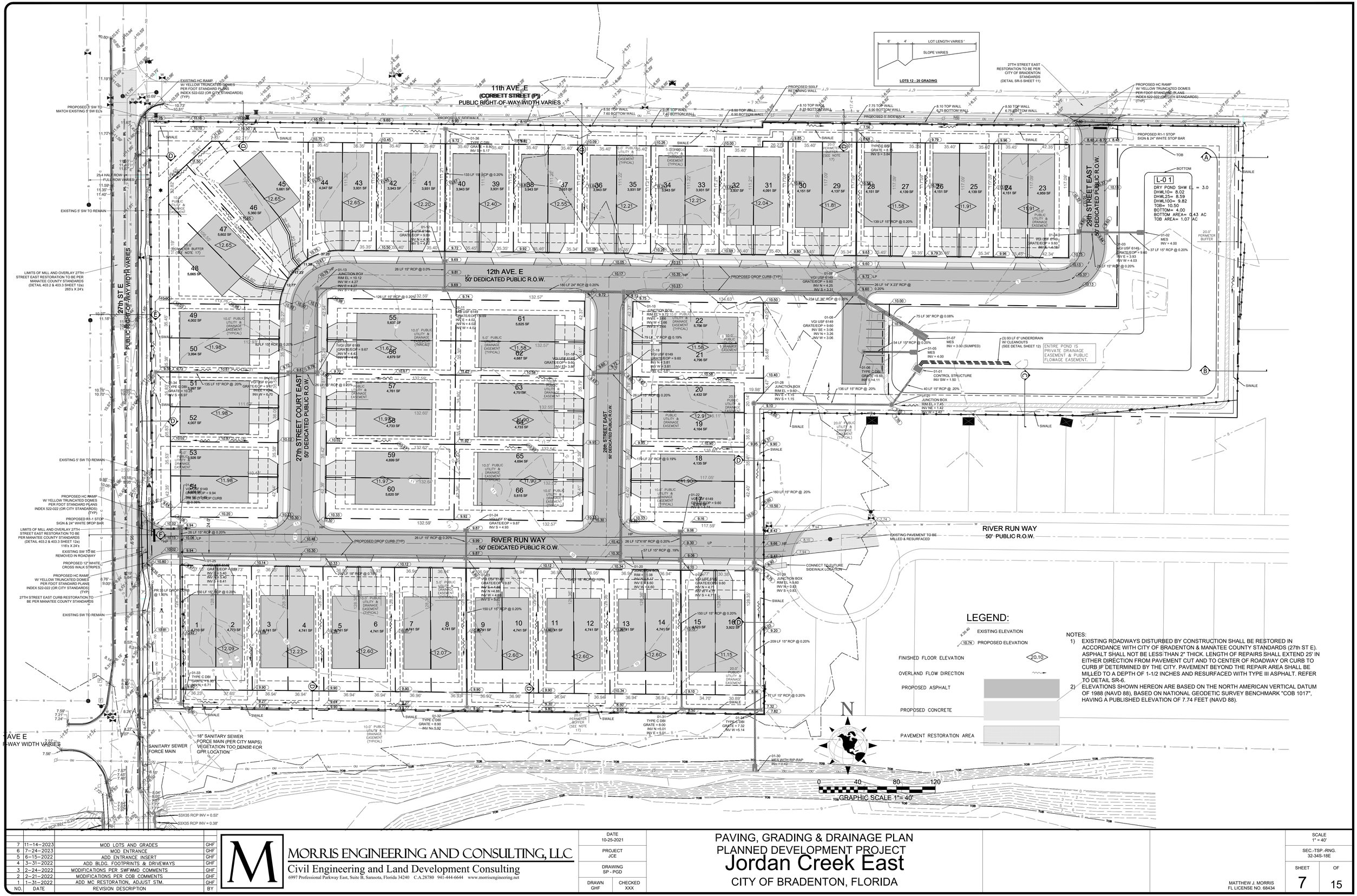
Jordan Creek East

CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 6 OF 15

Z:\Jobs\Jordan Creek East_Engineering\Dev Plans\06-JCE SIP.dwg, 1/3/2024 3:18:25 PM, DWG To PDF.pc3



NO.	DATE	REVISION DESCRIPTION	BY
7	11-14-2023	MOD LOTS AND GRADES	GHF
6	7-24-2023	MOD ENTRANCE	GHF
5	6-15-2022	ADD ENTRANCE INSERT	GHF
4	3-31-2022	ADD BLDG. FOOTPRINTS & DRIVEWAYS	GHF
3	2-24-2022	MODIFICATIONS PER SWFWMD COMMENTS	GHF
2	2-21-2022	MODIFICATIONS PER COB COMMENTS	GHF
1	1-31-2022	ADD MC RESTORATION, ADJUST STM.	GHF

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A. 28780 941-444-6644 www.morrisengineering.net

DATE 10-25-2021
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF | CHECKED XXX

PAVING, GRADING & DRAINAGE PLAN
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 7 OF 15

11th AVE. E
(CORBETT STREET (P))
PUBLIC RIGHT-OF-WAY WIDTH VARIES

12th AVE. E
50' DEDICATED PUBLIC R.O.W.

27TH ST. E
PUBLIC RIGHT-OF-WAY WIDTH VARIES

27th STREET COURT EAST
50' DEDICATED PUBLIC R.O.W.

28th STREET EAST
50' DEDICATED PUBLIC R.O.W.

29th STREET EAST
50' DEDICATED PUBLIC R.O.W.

RIVER RUN WAY
50' DEDICATED PUBLIC R.O.W.

13th AVE E
PUBLIC RIGHT-OF-WAY WIDTH VARIES

EXISTING 8" SANITARY MAIN (CITY OF BRADENTON)

CONNECT TO EXISTING STUB-OUT S INV = -1.07'

EXISTING 6" SANITARY MAIN (CITY OF BRADENTON)

PROPOSED 8" SAN. SEWER (TYP) 4' SEPARATION FROM EX. FORCEMAIN

EXISTING 6" FORCE MAIN (MANATEE COUNTY)

EXISTING 12" DI WATER MAIN (CITY OF BRADENTON)

EXISTING 6" CI WATER MAIN (CITY OF BRADENTON)

27TH STREET EAST RESTORATION TO BE PER MANATEE COUNTY STANDARDS (DETAIL UG-12 SHEET 12)

PROPOSED 8" SAN. SEWER (TYP) 4' SEPARATION FROM EX. FORCEMAIN

EXISTING 6" FORCE MAIN (MANATEE COUNTY)

MH-1
N INV = -0.18'
E INV = -0.08'

PROPOSED 5' SIDEWALK

EXISTING 6"" CI WATER MAIN

POINT OF CONNECTION
EXISTING 6" CI WATER MAIN
6" TAPPING SLEEVE
& 6" GATE VALVE

PR 6" PVC WATER MAIN

20.0' PERIMETER BUFFER (SEE NOTE 17)

PR 6" TEE & (2) 6" GATE VALVES

PR 6" 45 BENDS

PR FIRE HYDRANT ASSEMBLY

L-0 1

ENTIRE POND IS PRIVATE DRAINAGE EASEMENT & PUBLIC FLOWAGE EASEMENT.

FAREIC F LLC
2922 11TH AVE
BRADENTON, F

VERONEL & H
AUGUSTIN
1114 30TH ST
BRADENTON

SHARON LAWS
1116 30TH ST C
BRADENTON,

NORTH BOUNDARY OF RIVER RUN ESTATES

MICHAEL CRAIG HILL
2851 RIVER RUN WY
BRADENTON, FL

CHRISTIAN HILLER
2855 RIVER RUN WY
BRADENTON, FL

CHRISTIAN HILLER ESTATE, LLC
2859 RIVER RUN WY
BRADENTON, FL

KERSTIN HILLER
2863 RIVER RUN WY
BRADENTON, FL

KERSTIN HILLER
2907 RIVER RUN WY
BRADENTON, FL

KERSTIN HILLER ESTATE, LLC
2905 RIVER RUN WY
BRADENTON, FL

KERSTIN HILLER
2909 RIVER RUN WY
BRADENTON, FL

RIVER RUN ESTATES, LLC
2913 RIVER RUN WY
BRADENTON, FL

WOLFGANG SCHULTZ
2917 RIVER RUN WY
BRADENTON, FL

CAROL MUELLER
2921 RIVER RUN WY
BRADENTON, FL

F CONNECTION
W 8" X 6" REDUCER TO
EXISTING 8" WATER MAIN AFTER EX 8" GATE VALVE
(REMOVE EX AUTO FLUSHER AND ASSOCIATED PIPING)

EXISTING 8" CI WATER MAIN

RIVER RUN ESTATES, LLC
NO ADDRESS AVAILABLE

RIVER RUN ESTATES, LLC
2852 RIVER RUN WY
BRADENTON, FL

RIVER RUN ESTATES
(PLAT BOOK 65, PAGE 55)

N89°23'03"W 551.51'

POINT OF CONNECTION
EXISTING 12" WATER MAIN
12"X6" TAPPING SLEEVE
& 6" GATE VALVE

27TH STREET EAST RESTORATION TO BE PER MANATEE COUNTY STANDARDS (DETAIL UG-12 SHEET 12)

N INV = 3.40'

OWNER:
MANATEE COUNTY
NO PARCEL ID OR ADDRESS AVAILABLE

FIRE HYDRANT FLOW DATA:
HYDRANT #2-358 @ NW CORNER 27th ST. E. & 13th AVE EAST
STATIC = 57 psi
RESIDUAL = 47 psi
PITOT = 44
GPM @ 20 psi = 1,113
TESTED BY CITY of BRADENTON FIRE DEPT. on 11/09/2021.

RIGHT-OF-WAY

	EXISTING	PROPOSED
GATE VALVE	H	H
SINGLE WATER SERVICE		
DOUBLE WATER SERVICE		

	EXISTING	PROPOSED
SINGLE SEWER SERVICE		
DOUBLE SEWER SERVICE		
SANITARY MANHOLE		

PAVEMENT RESTORATION AREA

N

0 40 80 120

GRAPHIC SCALE 1"= 40'

NO.	DATE	REVISION DESCRIPTION	BY
6	8-21-2023	SAN. SEWER & MC FORCEMAIN	GHF
5	7-24-2023	ADD FORCE MAIN	GHF
4	3-31-2022	ADD BLDG. FOOTPRINTS & DRIVEWAYS	GHF
3	3-8-2022	MODIFICATIONS TO UTILITIES FOR DUPLEXES PER CLIENT	GHF
2	2-21-2022	MODIFICATIONS PER COB COMMENTS	GHF
1	1-31-2022	ADD MC RESTORATION ADJUST STM.	GHF

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

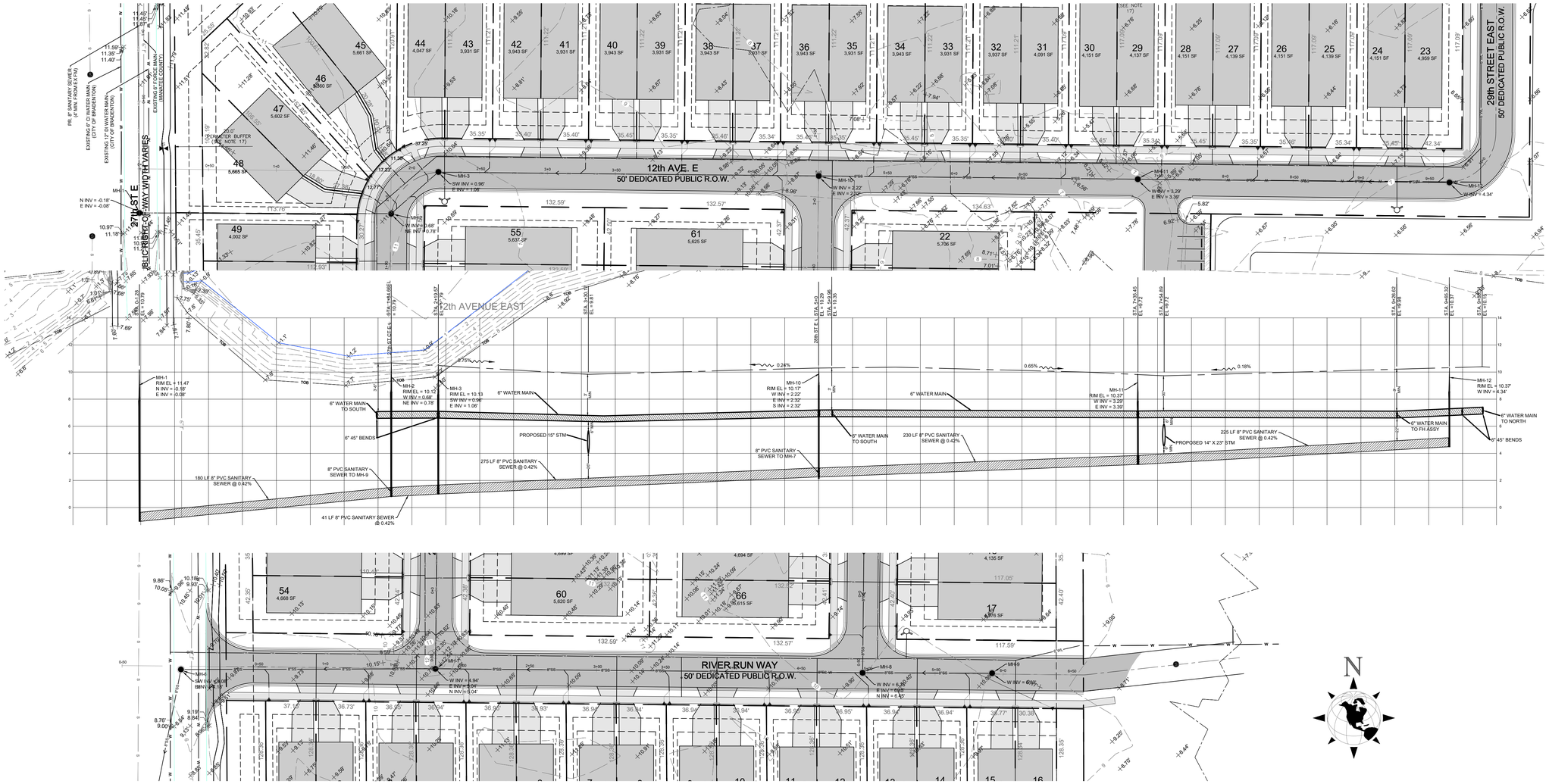
DATE 10-25-2021
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF | CHECKED XXX

MASTER UTILITY PLAN
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 8 OF 15

Z:\Jobs\Jordan Creek East_Engineering\Dev Plans\08-JCE MUP.dwg, 1/2/2024 11:36:22 AM, DWG To PDF.pc3



NO.	DATE	REVISION DESCRIPTION	BY
4	1-18-2023	MODIFICATIONS TO LAND PLAN	GHF
3	3-8-2022	MODIFICATIONS TO UTILITIES FOR DUPLEXES PER CLIENT	GHF
2	2-21-2022	MODIFICATIONS PER COB COMMENTS	GHF
1	1-31-2022	ADD WM	GHF

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

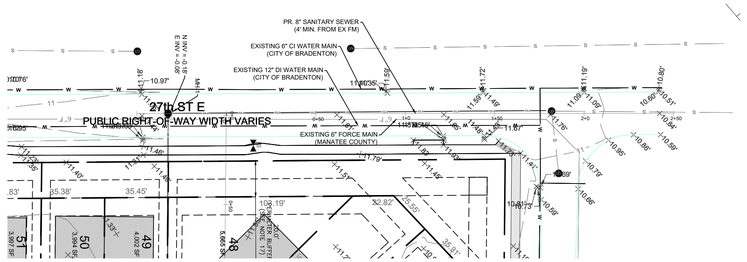
DATE 10-25-2021
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF | CHECKED XXX

PLAN & PROFILE
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 9 OF 15

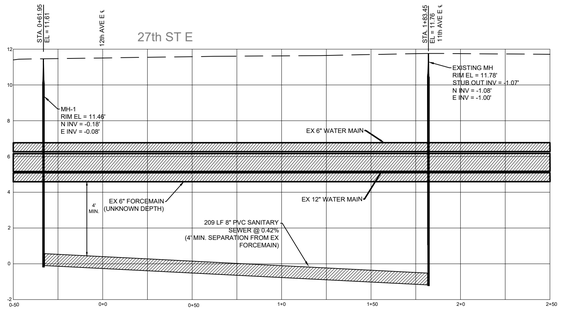
Z:\Jobs\Jordan Creek East_Engineering\Dev Plans\09-JCE UT PnP.dwg, 1/2/2024 11:40:42 AM, DWG To PDF.pc3

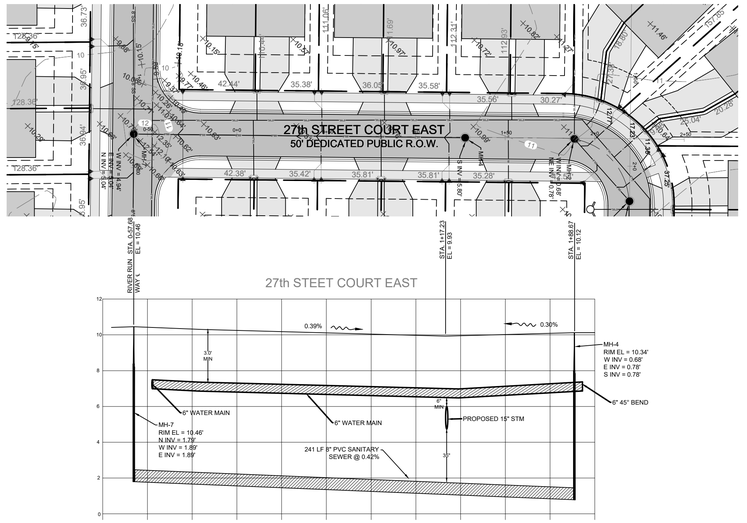


NOTE: PROPOSED UTILITIES WITHIN 27TH STREET R/W TO BE MAINTAINED BY CITY OF BRADENTON



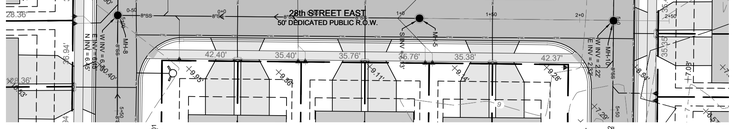
SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 2'







SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 2'







SCALE: HORIZONTAL 1" = 50'
VERTICAL 1" = 2'

NO.	DATE	REVISION DESCRIPTION	BY
5	7-24-2023	ADD FORCE MAIN	GHF
4	1-18-2023	MODIFICATIONS TO LAND PLAN	GHF
3	3-8-2022	MODIFICATIONS TO UTILITIES FOR DUPLEXES PER CLIENT	GHF
2	2-21-2022	MODIFICATIONS PER COB COMMENTS	GHF
1	1-31-2022	ADD EX MANHOLE N & E INV'S, WM	GHF

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

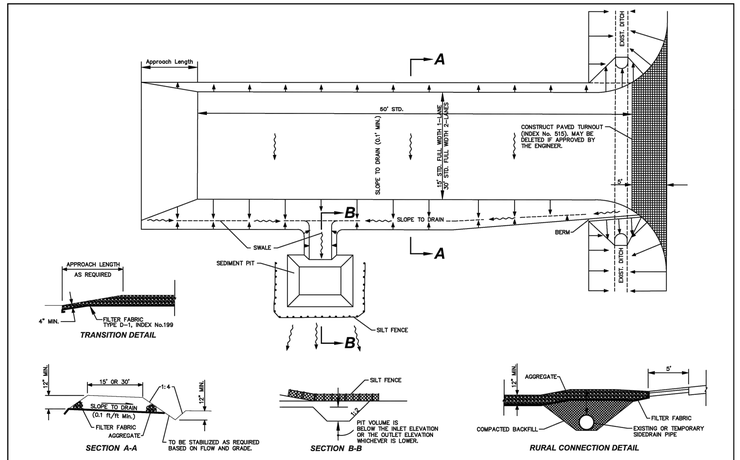
DATE 10-25-2021
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF
CHECKED XXX

PLAN & PROFILE
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

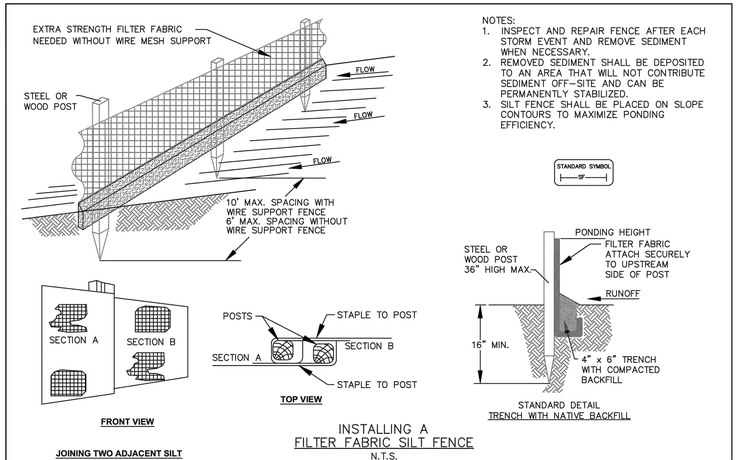
MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 9a
OF 15

Z:\Jobs\Jordan Creek East_Engineering\Dev Plans\09-JCE UT PnP.dwg, 1/2/2024 11:42:01 AM, DWG To PDF.pc3

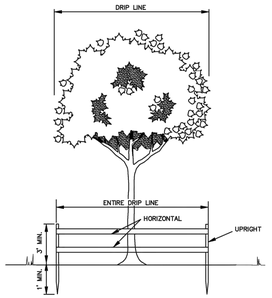


					EROSION CONTROL	DATE
					SOIL TRACKING	7/2010
1	8/2016	REMOVED HAY BALES	SBE	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING	PREVENTION DEVICE	SHEET NO. EC-1
REV.	DATE	DESCRIPTION	BY			



INSTALLING A
FILTER FABRIC SILT FENCE
N.T.S.

					EROSION CONTROL	DATE
					SILT FENCE	12/16
REV.	DATE	DESCRIPTION	BY	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING		SHEET NO. EC-2



SPECIFICATIONS – WOOD BARRIER

1. MINIMUM RADIUS TO BE PROTECTED:
   A. HARDWOODS – ENTIRE DRIPLINE
   B. CONIFERS & SABAL PALMS – ENTIRE DRIPLINE.
2. UPRIGHTS – NO LESS THAN 2" X 2" LUMBER.
3. HORIZONTALS – NO LESS THAN 1" X 4" LUMBER.
4. BARRIERS SHALL BE ERECTED AROUND ALL PROTECTED TREES AND PALMS, AND INSPECTED BY CITY REPRESENTATIVE BEFORE CONSTRUCTION BEGINS.
5. UPRIGHT POSTS ARE TO BE AT LEAST 4 FEET IN LENGTH WITH A MINIMUM OF 1 FOOT ANCHORED IN GROUND AND 3 FEET ABOVE GROUND.

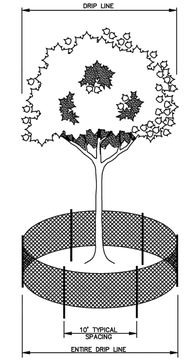
CONSTRUCTION BARRICADE NOTES
(COB LUR 2.2.3.2.H)

2.2.3.2.H CONSTRUCTION BARRICADES:

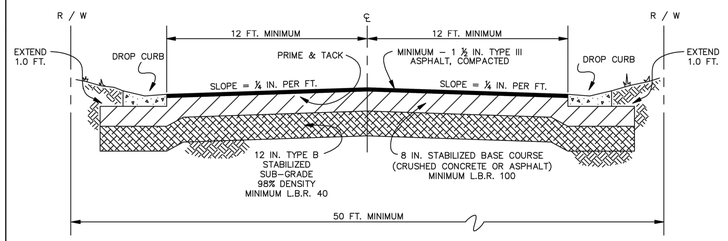
ALL TREES NOTED IN THE APPROVED LANDSCAPE PLANS TO REMAIN ON SITE. (REFER TO CITY OF BRADENTON LAND USE REGULATIONS SECTION 2.2.3.1.A) SHALL BE PROTECTED BY AN APPROVED BARRIER PLACED SO AS TO PREVENT DAMAGE TO THE TREE FROM CONSTRUCTION RELATED ACTIVITIES AND EXCAVATION. THE FOLLOWING ACTIVITIES ARE SCECIFICALLY PROHIBITED WITHIN THE BARRICADED AREA:

- VEHICULAR AND PEDESTRIAN TRAFFIC
- STORAGE OF CONSTRUCTION MATERIALS
- PLACEMENT OF EXCAVATED MATERIALS
- ANY ACTIVITIES THAT MAY DISTURB THE ROOT SYSTEM WITHIN THE BARRICADED AREA

1. BARRICADE CONSTRUCTION:
   THE BARRICADE SHALL BE A WOODEN OR CHAIN LINK FENCE PLACED AT THE DRIPLINE OF THE TREE.
2. BARRICADE PLACEMENT:
   BARRICADES SHALL BE PLACED PRIOR TO ANY LAND ALTERATION AND SHALL BE REMOVED ONLY AFTER THE CERTIFICATE OF USE FOR THE PROJECT IS ISSUED OR ADMINISTRATIVE APPROVAL IS GRANTED.



					SITE IMPROVEMENTS	DATE
						12/16
REV.	DATE	DESCRIPTION	BY	CITY OF BRADENTON, FLORIDA PUBLIC WORKS DEPARTMENT OF ENGINEERING	TREE BARRICADES	SHEET NO. SI-1



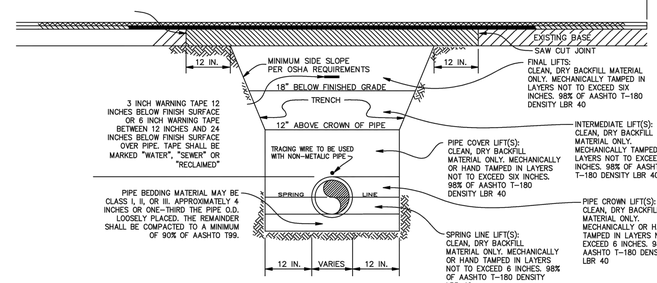
TYPICAL ROAD CONSTRUCTION

					STREETS AND ROADS	DATE
						2/07
1	JAN., 2017	ADDED HATCH TO SUB-GRADE	SBE	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING	TYPICAL ROAD SECTION	SHEET NO. SR-1
REV.	DATE	DESCRIPTION	BY			

TRENCH NOTES

1. WHERE WATER, REUSE AND/OR SEWER MAINS CROSS WITH LESS THAN EIGHTEEN INCHES (18") VERTICAL CLEARANCE, ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:
   A) WHERE A CONFLICT ARISES WITH AN EXISTING SEWER OR REUSE MAIN, THE PROPOSED WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   B) WHERE A CONFLICT ARISES WITH AN EXISTING WATER OR REUSE MAIN, THE PROPOSED SEWER MAIN SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   C) WHERE A CONFLICT ARISES WITH PROPOSED WATER, REUSE AND/OR SEWER MAINS, THE WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P., OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM OF TWENTY FEET (20'), WHILE THE SEWER MAIN AND/OR REUSE SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
2. WHEN A WATER MAIN PARALLELS A WASTEWATER LINE, A HORIZONTAL SEPARATION OF AT LEAST TEN FEET (10') OUTSIDE EDGE TO OUTSIDE EDGE SHOULD BE MAINTAINED. WHEN SEPARATED BY LESS THAN 10 FEET (10') HORIZONTALLY THE WATER MAIN SHALL BE CLASS-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK AND SEWER LINES SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK. JOINTS SHALL BE STAGGERED TO MAXIMIZE JOINT SEPARATION.
3. WHEN A WATER MAIN OR WASTEWATER LINE PARALLELS A REUSE MAIN, A HORIZONTAL SEPARATION OF AT LEAST FIVE FEET (5') CENTER OF PIPE TO CENTER OF PIPE, SHOULD BE MAINTAINED. IN NO CASE SHALL THE HORIZONTAL SEPARATION BE LESS THAN THREE FEET (3') FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.
4. TRENCH SHALL BE BRACED OR SHORED IN ACCORDANCE WITH THE "FLORIDA TRENCH & SAFETY ACT".
5. WIDTH OF TRENCH BOTTOM SHALL BE OUTSIDE DIAMETER OF PIPE PLUS TWELVE INCHES (12") EACH SIDE, REQUIRED.
6. CONTRACTOR SHALL PLACE METALLIC BURIAL IDENTIFICATION TAPE DIRECTLY ABOVE WATER MAIN IN CONFORMANCE WITH CITY CODE.
7. ALL WELL POINT HOLES SHALL BE FILLED WITH COARSE SAND OR OTHER SATISFACTORY GRANULAR MATERIAL AT TIME WELL POINTS ARE PULLED.
8. DISCHARGE FROM DE-WATERING OPERATION SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT SHALL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY.
9. THE PROPOSED DE-WATERING METHOD(S) AND SCHEDULE SHALL BE COORDINATED WITH THE UTILITY AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO CONSTRUCTION. ADDITIONALLY, WHERE PRIVATE PROPERTY SHALL BE INVOLVED, ADVANCE PERMISSION SHALL BE OBTAINED BY THE CONTRACTOR AND/OR DEVELOPER.
10. THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT DONE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC UTILITY STANDARDS, LATEST EDITION. ALL SOIL COMPACTION TESTS RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.

					STREETS AND ROADS	DATE
					ROAD CUT REPLACEMENT	4/2016
REV.	DATE	DESCRIPTION	BY	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING	TRENCH NOTES	SHEET NO. SR-2



					STREETS AND ROADS	DATE
						6/2010
12/2016	INCREASED BASE WIDTH	SBE	CITY OF BRADENTON, FLORIDA PUBLIC WORKS AND UTILITIES DEPARTMENT OF ENGINEERING		TRENCH BACKFILL & COMPACTION	SHEET NO. SR-3
6/2016	MILL & RESURFACE, BEDDING	SBE				
6/2010	BACKFILL AND COMPACTION	SBE				
DATE	DESCRIPTION	BY				

NO.	DATE	REVISION DESCRIPTION	BY

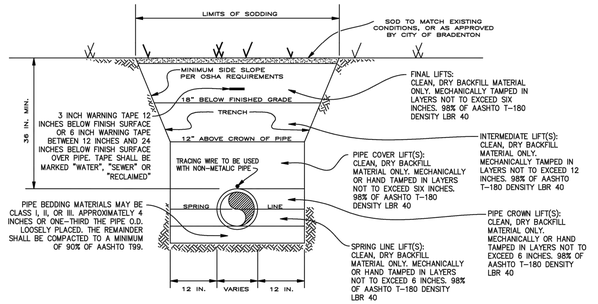
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 2-3-2023
PROJECT JCE
DRAWING PGD DET
DRAWN GHF | CHECKED MJM

PAVING, GRADING, DRAINAGE DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

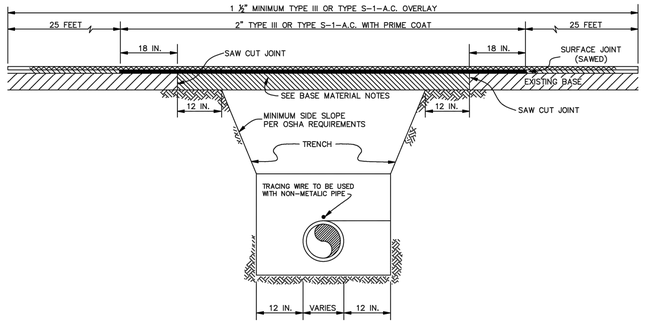
SCALE NTS
SEC.-TSP.-RNG. 32-34S-18E
SHEET 10 OF 15



REV.	DATE	DESCRIPTION	BY
1	6/2016	BEDDING AND WARNING TAPE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

	DATE
STREETS AND ROADS	
GREEN SPACE	12/2012
TRENCH BACKFILL & COMPACTION	SHEET NO. SR-4



BASE MATERIAL NOTES:

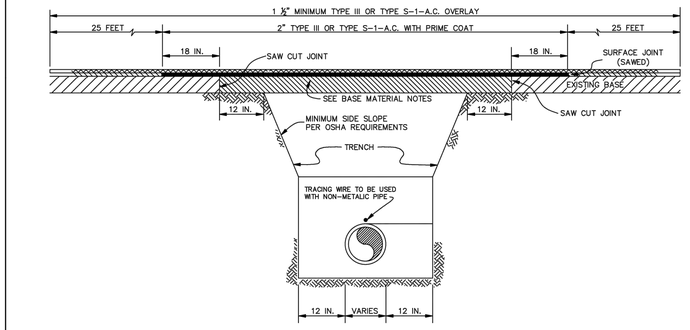
BASE MATERIAL SHALL BE ONE OF THE FOLLOWING:

1. 8 IN. MINIMUM – TYPE S-1 OR TYPE III ASPHALTIC CONCRETE.
2. 8 IN. MINIMUM – CRUSHED CONCRETE (COMPACTED) MINIMUM DENSITY SHALL CONFORM TO AASHTO T-180 LBR 100.

REV.	DATE	DESCRIPTION	BY
3	12/2016	INCREASED BASE WIDTH	SIBE
2	6/2016	MILL & RESURFACE; BEDDING	SIBE
1	6/2010	BACKFILL AND COMPACTION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

	DATE
STREETS AND ROADS	
PAVEMENT REPLACEMENT	6/2010
TRENCH BACKFILL & COMPACTION	SHEET NO. SR-5



BASE MATERIAL NOTES:

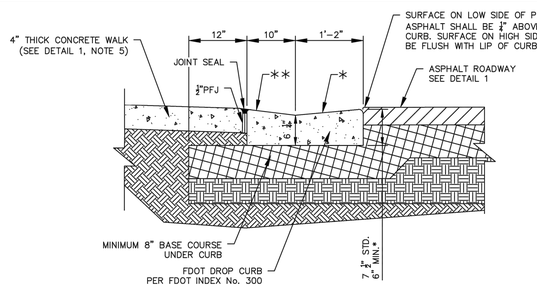
BASE MATERIAL SHALL BE ONE OF THE FOLLOWING:

1. 8 IN. MINIMUM – TYPE S-1 OR TYPE III ASPHALTIC CONCRETE.
2. 8 IN. MINIMUM – CRUSHED CONCRETE (COMPACTED) MINIMUM DENSITY SHALL CONFORM TO AASHTO T-180 LBR 100.

REV.	DATE	DESCRIPTION	BY
3	12/2016	INCREASED BASE WIDTH	SIBE
2	6/2016	MILL & RESURFACE; BEDDING	SIBE
1	6/2010	BACKFILL AND COMPACTION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

	DATE
STREETS AND ROADS	
PAVEMENT REPLACEMENT	6/2010
TRENCH BACKFILL & COMPACTION	SHEET NO. SR-5



* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 8 INCHES.

** SLOPE TO FIT ADJACENT CONCRETE.

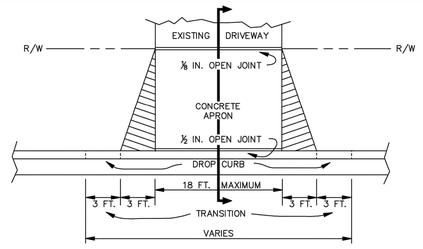
CURB:

1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS INDEX No. 300.

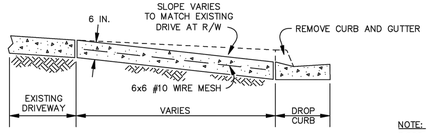
REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	INCREASED BASE UNDER CURB	SIBE
2	10/2015	BASE UNDER CURB	SIBE
1	7/2013	REMOVED TYPE "F" MODIFIED	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

	DATE
STREETS AND ROADS	
TYPICAL DROP CURB	2/07
CROSS SECTIONS	SHEET NO. SR-12



PLAN VIEW



SECTION VIEW

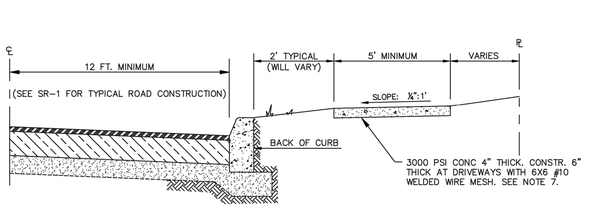
NOTE:
NO CITY OF BRADENTON UTILITY LINES INCLUDING WATER METERS OR SEWER CLEANOUTS MAY BE PLACED IN THE DRIVEWAY.

NOTE:
3,000 p.s.i. CONCRETE SPECIFIED

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED DRAWING NUMBER	SIBE
1	4/13/2011	Added No Utility Lines Note	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

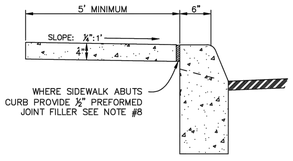
	DATE
STREETS AND ROADS	
TYPE F CURB	2/07
DRIVEWAY CONSTRUCTION	SHEET NO. SR-14



PRIMARY SIDEWALK LOCATION

NOTES:

1. PROVIDE TOOLED JOINTS AT DISTANCES MATCHING THE WIDTH. ALSO PLACE EXPANSION JOINTS AT DRIVEWAYS.
2. IF SOME PHYSICAL OBSTRUCTION EXISTS WHICH PREVENTS THE PLACING OF SIDEWALKS AS SHOWN, CONTACT THE ENGINEERING DIVISION FOR ALTERNATE LOCATION.
3. WOODEN AND OTHER SPACERS WILL NOT BE PERMITTED IN SIDEWALKS OR DRIVEWAYS.
4. NO COATINGS OF ANY KIND WILL BE PERMITTED ON CONCRETE SIDEWALKS OR DRIVEWAYS WITHOUT SPECIFIC APPROVAL OF THE CITY ENGINEER.
5. ALL CONCRETE SHALL BE 3000 PSI MIN. @ 28 DAYS, WITH FIBER MESH REINFORCING.
6. CONCRETE SURFACE TO BE LIGHT BROOM FINISH.
7. CONCRETE DRIVEWAY CONSTRUCTION SHALL BE 6" THICK W 6X6/10X10 WELDED WIRE MESH REINFORCEMENT.
8. EXPANSION JOINT: EXPANSION JOINTS BETWEEN THE SIDEWALKS AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS SHALL BE 1/2". MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M153 OR AASHTO M213. FOR LONG POURS, AND EXPANSION JOINT SHALL BE PLACED AT INTERVALS NOT TO EXCEED 120'.



ALTERNATE SIDEWALK LOCATION

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

	DATE
STREETS AND ROADS	
	7/13
TYPICAL SIDEWALK CONSTRUCTION	SHEET NO. SR-16

NO.	DATE	REVISION DESCRIPTION	BY

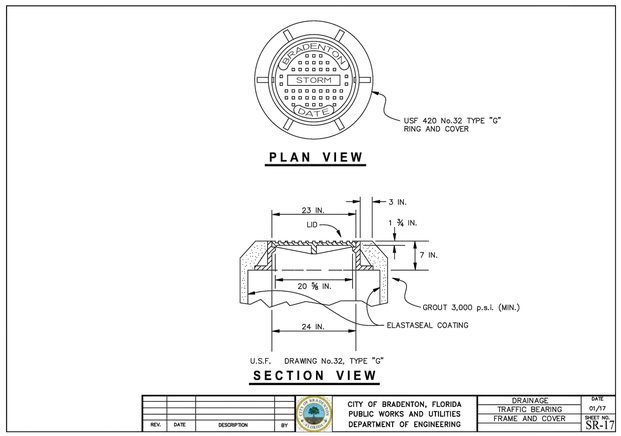
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	2-3-2023
PROJECT	
DRAWING	PGD DET
DRAWN	GHF
CHECKED	MJM

PAVING, GRADING, DRAINAGE DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

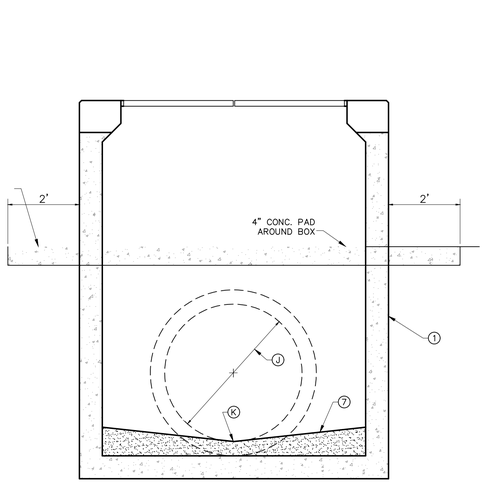
SCALE	NTS
SEC.-TSP.-RNG.	
SHEET	11
OF	15



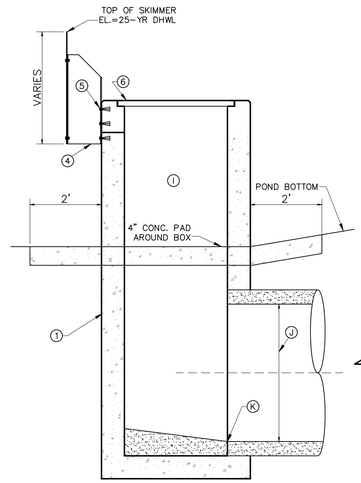
REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

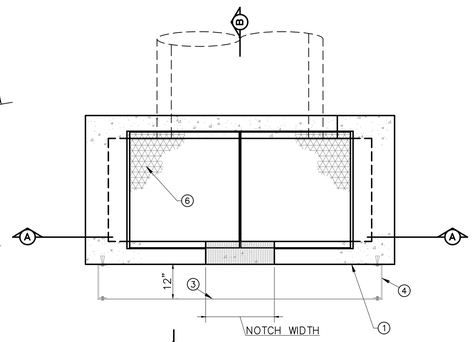
DRAINAGE	DATE
TRAFFIC BEARING	01/17
FRAME AND COVER	SHEET NO. SR-17



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



PLAN VIEW
N.T.S.

CONTROL STRUCTURE DETAIL

CONTROL STRUCTURE NOTES:

1. ALL CONTROL STRUCTURES TO BE MANUFACTURED IN ACCORDANCE WITH FDOT INDEX 232 AND SUPPLEMENTAL INDEX 201.
2. SEE CONTROL STRUCTURE DATA TABLE FOR SPECIFICATION, ELEVATIONS AND DIMENSIONS FOR EACH STRUCTURE. SEE DRAINAGE PLAN TO VERIFY PIPE SIZE AND ALIGNMENT FOR EACH STRUCTURE.
3. UNLESS OTHERWISE SPECIFIED, INSTALL 3/16" "GLASKIMER" HSS-HIGH STRENGTH COMPOSITE SHEET SKIMMER PLATE WITH OPEN TOP AND BOTTOM. SKIMMER TO EXTEND AT LEAST 4" BELOW NOTCH INVERT, OR 4" BELOW GRATE ELEVATION WHEN NOTCH IS NOT PROVIDED.
4. SKIMMER PLATE SUPPORT BRACKETS SHALL BE STEEL CHANNEL SECTIONS MC-12x10.6, CUT TO LENGTH AS REQUIRED FOR APPROPRIATE SKIMMER INSTALLATION, WITH 1 SHOP COAT AND 1 FIELD COAT OF KEMANIA EPOXY B-69A4 OR APPROVED EQUAL. ALL FASTENING HARDWARE TO BE STAINLESS STEEL.
5. 3/8" DIAMETER STAINLESS STEEL EXPANSION ANCHORS, 3" LONG MINIMUM WITH STAINLESS STEEL WASHERS AND NUTS. SPACE BOLTS ONE FOR EACH 6" C.C. MAXIMUM SPACING AT EACH SUPPORT BRACKET.
6. STEEL GRATE W/ EYEBOLT AND CHAIN, AS SPECIFIED PER FDOT INDEX 232
7. FIELD POURED CONCRETE INVERT AFTER INLET AND PIPE ARE PLACED IN GROUND, 3000 PSI CONCRETE @ 28 DAYS. SLOPE 2" PER FT. TO DRAIN.
8. BENCH MARK REQUIRED TO BE SET AFTER CONSTRUCTION IS COMPLETE. BENCH ELEVATION TO BE NOTED ON RECORD DRAWINGS.
9. STAKEOUT POINT TO BE CENTER OF STRUCTURE. FIELD LOCATION MAY BE ADJUSTED TO FIT WITHIN LAKE BANKS OR FILL SLOPE MAY BE NECESSARY. ADJUSTED LOCATIONS TO BE APPROVED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE.
10. IF WETLAND RIM DITCH EXISTS, THEN THE LOCATION OF OUTFALL STRUCTURE ENTERING WETLAND SHALL BE LOCATED IN THE RIM DITCH. GRADING OF INSIDE BANK OF RIM DITCH TO ADJACENT WETLAND SEASONAL HIGH WATER LEVEL MAY BE REQUIRED TO PROVIDE POSITIVE DRAINAGE TO WETLAND.
11. FDOT TYPE H STRUCTURE SHOWN. FOR STRUCTURE TYPES C, D, AND E, OMIT NOTCH OPENINGS "D" & "H" AND 12" WIDE DOUBLE GRATE SEAT SUPPORT RISERS AS SHOWN. THE CENTER SKIMMER SUPPORT BRACKETS AS INDICATED WITHIN THE 12" WIDE GRATE SEAT RISER SEGMENT SHALL ALSO BE DELETED FOR STRUCTURES OTHER THAN TYPE H.
12. CUSTOM BOX SIZES SHALL BE CONSTRUCTED IN THE SAME MANNER WITH SHOP DRAWINGS REVIEWED BY MORRIS ENGINEERING & CONSULTING LLC.

CONTROL STRUCTURE DATA TABLE

STRUCURE NO.	FDOT TYPE C,D,E or H	NWL/SHWL IN FEET	TOP GRATE ELEVATION	NOTCH ELEVATION	NOTCH WIDTH (IN.)	NOTCHHEIGHT (IN.)	OUTFALL PIPE DIAMETER (IN.)	TOP OF SKIMMER ELEVATION
01-01	C	4.00	9.90	4.70	4.8	4.8	15	9.90

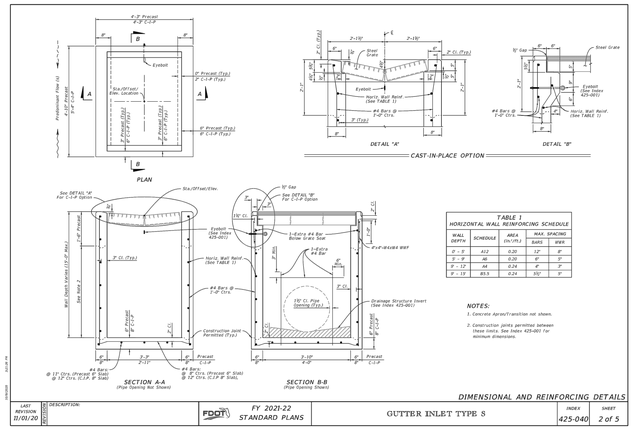
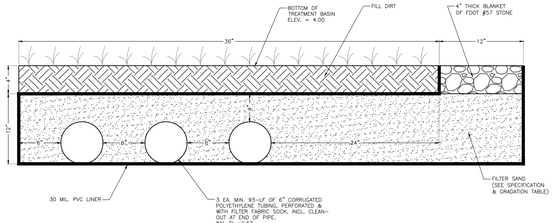


TABLE 1
HORIZONTAL WALL REINFORCING SCHEDULE

WALL DEPTH	SCHEDULE	AREA (In./Ft.)	MAX. SPACING BARS	WWR
0' - 5'	A12	0.20	12"	8"
5' - 9'	A8	0.20	8"	5"
9' - 12'	A4	0.24	4"	3"
9' - 15'	B5.5	0.24	55"	9"

NOTES:
1. Concrete apron/transition not shown.
2. Construction joints permitted between these limits. See Index 425-001 for minimum dimensions.

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2021-22 STANDARD PLANS	GUTTER INLET TYPE S	INDEX 425-040	SHEET 2 of 5



FILTER SAND GRADATION	
U.S. STD. SIEVE SIZE	PERCENT FINER BY WEIGHT
3/4"	100
3/8"	90-100
#4	77-96
#10	60-87
#20	26-69
#40	9-43
#50	7-27
#100	5-7

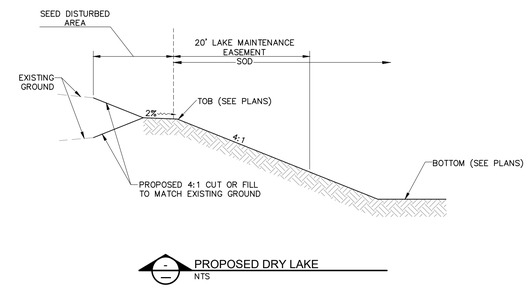
FILTER SAND SPECIFICATIONS

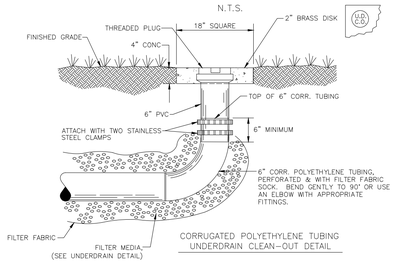
FILTER MATERIAL TO BE UTILIZED FOR UNDERDRAIN SYSTEMS. THESE SYSTEMS SHALL BE COMPOSED OF CLEAN CREEK GRAVELS AND SAND MIXTURES TO PRODUCE THE GRADATION SHOWN IN FILTER GRADATION TABLE.

THE D/20 SIZE OF THE FILTER IS APPROXIMATELY 0.42 MM. AND THE VERTICAL PERMEABILITY RATE (K) IS 1.50 FEET PER DAY.

NOTE: FLORIDA LIMESTONE IS NOT ACCEPTABLE AS FILTER MEDIA UNDER ANY CIRCUMSTANCES.

FILTER UNDERDRAIN DETAIL





CORRUGATED POLYETHYLENE TUBING UNDERDRAIN CLEAN-OUT DETAIL

A) THE CORRUGATED POLYETHYLENE TUBING SHALL MEET THE REQUIREMENTS OF ASTM F-405.

B) THE CORRUGATED POLYETHYLENE TUBING SHALL HAVE A FILTER FABRIC SOCK MEETING F.D.O.T. SPEC. 948-2.4, LATEST REVISION.

C) EXTRA CARE SHALL BE TAKEN DURING PLACEMENT TO MAINTAIN PROPER LINE AND GRADE.

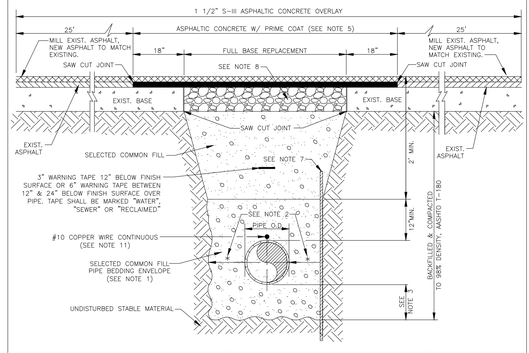
D) A CLEAN-OUT SHALL BE CONSTRUCTED AT THE END OF EACH RUN OF UNDER-DRAIN. MAXIMUM SPACING EVERY 100 FEET.

E) SOD 3' AROUND 18" CONC. SQUARE.

UNDERDRAIN CLEAN-OUT (FLEXIBLE)

NOTES:

1. USE OF TYPE A-2 AND A-3 PIPE BEDDING TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
2. PROVIDE ADEQUATE CLEARANCE TO PLACE AND COMPACT STAGE 1 BEDDING MATERIAL IN TRENCH AREA BELOW PIPE SPRINGLINE. PIPE EMBEDMENT MUST BE COMPACTED OUT TO THE TRENCH WALL OR 2.5 TIMES THE PIPE OD, WHICHEVER IS LESS.
3. TYPICALLY 4" TO 6".
4. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
5. ASPHALTIC CONCRETE STRUCTURE COURSE WITH PRIME COAT SHALL BE THE SAME DEPTH AND TYPE AS EXISTING OR A MINIMUM OF 1 1/4 INCH, WHICHEVER IS GREATER.
6. MILL 25' BACK FROM TRENCH SAW CUT. ADJUST MILLING PER INDIVIDUAL SITE TO NOT IMPACT BASE. BUTT JOINT TO EXIST ASPHALT. FINAL OVERLAY LIMITS ARE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT. FINAL OVERLAY TO MATCH EXISTING WITH NO DISCERNABLE "BUMP" AT JOINT. MILLING LIMITS THAT IMPACT INTERSECTION SHALL BE ADDRESSED ON A CASE BY CASE BASIS AND APPROVED BY MANATEE COUNTY.
7. SHEETING ORDERED LEFT IN PLACE TO BE CUT OFF 24" BELOW FINISHED GRADE OR 12" BELOW SUBGRADE.
8. BASE SHALL BE 8" MINIMUM THICKNESS CRUSHED CONCRETE.
9. TEMPORARY PATCHES WILL BE INSTALLED TO PROVIDE A SMOOTH ALL WEATHER SURFACE AT ALL TIMES. PERMANENT REPLACEMENT TO BE MADE AS SOON AS POSSIBLE.
10. RESTORE SIGNAGE & MARKING WITH THERMOPLASTIC PER FDOT STANDARDS, LATEST EDITION.
11. TRACER WIRE NOT REQUIRED FOR GRAVITY SEWERS.
12. NOTES 5. THRU 10. ARE MINIMUM REQUIREMENTS FOR A TRENCH IN A ROAD. REFER TO LATEST EDITION OF MANATEE COUNTY HIGHWAY AND TRAFFIC STANDARDS FOR ADDITIONAL REQUIREMENTS.



MANATEE COUNTY PUBLIC WORKS DEPARTMENT		TRENCH WITH ASPHALT PAVEMENT SURFACE TYPE A-1 PIPE BEDDING	UG-12
REV.BY	DATE		
WRT/KE	03/11	MAY 10, 2011 DATE OF APPROVAL	PAGE 112

NO.	DATE	REVISION DESCRIPTION	BY

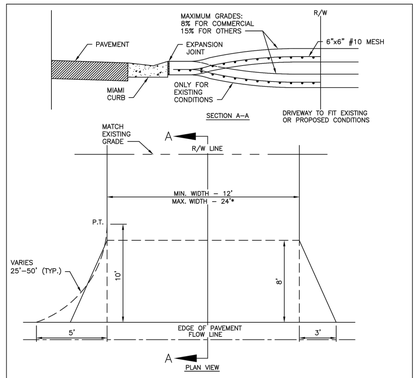
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	
2-3-2023	
PROJECT JCE	
DRAWING PGD DET	
DRAWN GHF	CHECKED MJM

PAVING, GRADING, DRAINAGE DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE NTS	
SEC.-TSP.-RNG. 32-34S-18E	
SHEET 12	OF 15



* FOR DRIVEWAYS THAT CAN DEMONSTRATE THE NEED FOR ADDITIONAL WIDTH, THE WIDTH MAY NOT BE GREATER THAN THE LESSER OF:

A) 30' TOTAL AT THE RIGHT-OF-WAY LINE.
B) 30% OF THE FRONT FOOTAGE AS DEFINED ON THE SURVEY (OR FIELD MEASUREMENTS, 36' MAX).

NOTES:

A. DRIVEWAYS ADJACENT TO A PAVED ROADWAY MUST HAVE THE APRON CONSTRUCTED.

B. DRIVEWAY SHALL BE 6" REINFORCED CONCRETE (3000 PSI AT 28 DAYS) WITH 6"x6" #10 WIRE MESH FROM BACK OF CURB TO RIGHT-OF-WAY LINE.

C. MAINTAIN EXISTING DRAINAGE FLOWLINE.

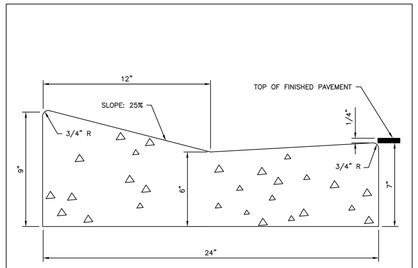
D. USE 3'x8' FLARE OR 18' RADIUS WITH CURB TRANSITION (TRANSITION FROM TYPE F CURB TO MIAMI CURB). SEE DETAIL 101.4. NO CHANGE WITH 3' VALLEY CROSSINGS.

E. EXPANSION JOINT SHALL BE 1/2" PREFORMED JOINT FILLER OR APPROVED ALTERNATE.

F. SAWCUT (1/4" THICKNESS MINIMUM) ON 10' CENTERS. IF DRIVE IS WIDER THAN 12', ADD JOINTS AT 10' CENTERS.

G. LATERAL ALIGNMENT 45 DEGREES FOR DOUBLE DRIVE PER LOT, 90 DEGREES FOR SINGLE DRIVE, OFF CENTER LINE.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT				
REV.BY	DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	URBAN DRIVES	101.3



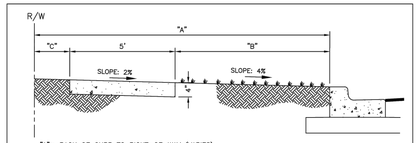
TYPE A
MIAMI CURB & GUTTER

NOTES:

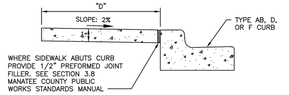
A. CLASS 1 CONCRETE 3,000 PSI AT 28 DAYS.

B. CURB AND GUTTER SHALL MEET FDOT STANDARD SPECIFICATIONS AND FDOT STANDARD PLANS, INDEX 520-001, LATEST EDITION.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT				
REV.BY	DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	TYPE A MIAMI CURB & GUTTER	201.1



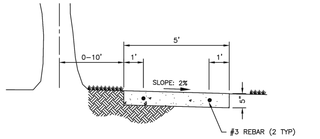
TYPICAL SIDEWALK LOCATION



"D"= SIDEWALK WIDTH SHALL BE 6' STANDARD, WHERE SIDEWALK ABUTS TYPE AB, D, OR F CURB.

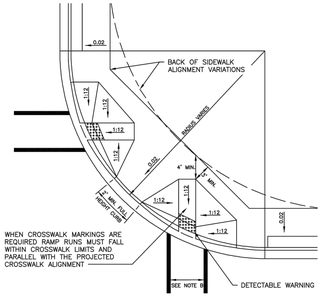
SEE SECTION 3.8 SIDEWALKS, MANATEE COUNTY PUBLIC WORKS STANDARDS MANUAL, FOR FURTHER INFORMATION.

ALTERNATE SIDEWALK LOCATION



SIDEWALK LOCATION CLOSE TO TREES

MANATEE COUNTY PUBLIC WORKS DEPARTMENT				
REV.BY	DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	SIDEWALK REQUIREMENTS	301.0



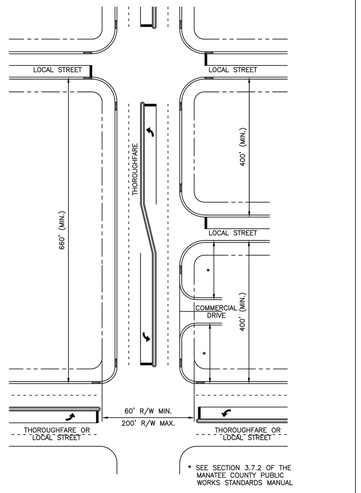
NOTES:

A. CURB RAMPS ARE TO BE LOCATED AS SHOWN ON THE PLANS.

B. CROSSWALK WIDTHS AND CONFIGURATION VARY; MUST CONFORM TO FDOT STANDARD PLANS, INDEX 711-001, LATEST EDITION.

C. FOR COMPLETE DETECTABLE WARNING AND CURB RAMP DETAILS, SEE FDOT STANDARD PLANS, INDEX 522-002, LATEST EDITION.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT				
REV.BY	DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	CURB RAMP	302.0



NOTE: MINIMUM DISTANCE BETWEEN SIGNALIZED INTERSECTIONS SHALL BE 1,300'.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT				
REV.BY	DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	LOCAL STREET INTERSECTION SEPARATION ON THOROUGHFARE	402.3

A. CRUSHED CONCRETE BASE SHALL BE A MINIMUM OF 8" OR MATCH EXISTING, WHICH EVER IS GREATER. AND A MINIMUM OF "W" IN WIDTH, OR GREATER, WHERE DISTURBED AREA IS GREATER THAN "W" FROM EQUATION: "W"=(2 X "H") + "D" + (2 X 18"). ASPHALTIC BASE COURSE III WILL BE AN ACCEPTABLE ALTERNATE.

B. BACKFILL, AASHTO M145-66 SHALL BE PLACED IN LAYERS NOT TO EXCEED 6", EACH LAYER WILL BE THOROUGHLY TAMPED AND/OR ROLLED TO 98% OF MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180). NON-SHRINK, HIGH SLUMP, 1,500 PSI CONCRETE. BACKFILL MAY BE USED AS AN ALTERNATIVE IF APPROVED BY MANATEE COUNTY TRANSPORTATION DEPARTMENT.

C. SELECT MATERIAL, AASHTO M-146-70, SHALL MEET FDOT CURRENT STANDARD SPECIFICATIONS AND BE PLACED ON BOTH SIDES OF THE PIPE SIMUTANEOUSLY, COMPACT AREA UNDER HAUNCHES OF THE PIPE W/ MECHANICAL TAMPERS, AND THROUGHOUT THE REMAINDER OF THE SELECT MATERIAL.

D. ASPHALTIC CONCRETE STRUCTURAL COURSE, SHALL BE THE SAME DEPTH AND TYPE AS EXISTING OR A MINIMUM OF 1 1/4", WHICHEVER IS GREATER.

E. "H" = THE DEPTH FROM TOP OF PIPE TO THE CENTERLINE OF THE ROAD (MINIMUM OF 36") MINIMUM OF 30" UNDER FLOWLINE OF SIDE DITCHES.

F. RESTORE EXISTING SIGNAGE & MARKING WITH THERMOPLASTIC PER FDOT STANDARDS, LATEST EDITION.

G. OVERLAY LIMITS AT DESCRETION OF PAVEMENT MANAGER.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT				
REV.BY	DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	UTILITY ROAD CUT REPLACEMENT	403.2

NOT TO SCALE

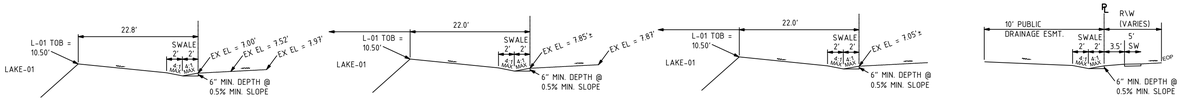
NOTES:

A. LIMITS OF MILL AND RESURFACE = EDGE OF PAVEMENT TO EDGE OF PAVEMENT AND 25' BEYOND LIMITS OF CONSTRUCTION.

B. ASPHALT, BASE, AND SUB-BASE SHALL MATCH EXISTING THICKNESS OR THE APPLICABLE COUNTY STANDARD TYPICAL SECTION, WHICHEVER IS GREATER.

C. SIGNAGE AND MARKING PLAN SHALL ACCOMPANY CONSTRUCTION PLAN.

MANATEE COUNTY PUBLIC WORKS DEPARTMENT				
REV.BY	DATE	4/26/22 DATE OF B.O.C.C. APPROVAL	ROAD CONNECTION DETAIL	403.3

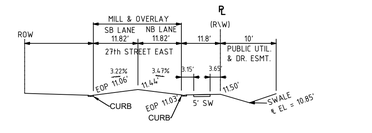


A SWALE ADJACENT TO PROJECT BOUNDARY @ L-01 NTS

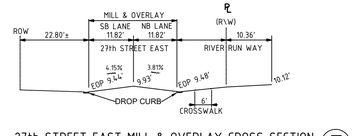
B SWALE ADJACENT TO PROJECT BOUNDARY @ L-01 NTS

C SWALE ADJACENT TO PROJECT BOUNDARY @ L-01 NTS

D TYPICAL SWALE ADJACENT TO PROJECT BOUNDARY NTS



27th STREET EAST MILL & OVERLAY CROSS SECTION @ E NTS



27th STREET EAST MILL & OVERLAY CROSS SECTION @ RIVER RUN WAY NTS F

NO.	DATE	REVISION DESCRIPTION	BY
1	6-14-2023	ADD DETAILS 201.1 & 403.2, MOD. X-SECTIONS E&F	GHF

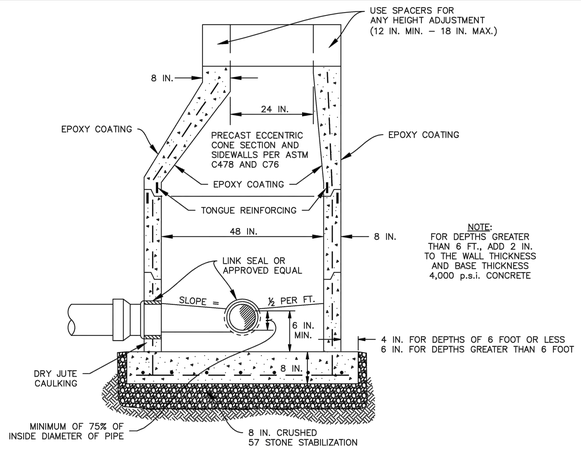
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 4-26-2023
PROJECT JCE
DRAWING PGD DET
DRAWN GHF | CHECKED MJM

PAVING, GRADING, DRAINAGE DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE NTS
SEC.-TSP.-RNG.
SHEET 12a | OF 15

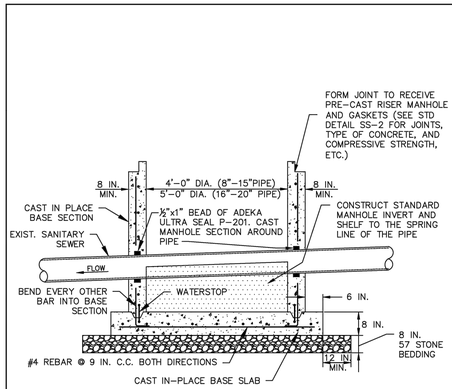


NOTE:
FOR DEPTHS GREATER THAN 6 FT., ADD 2 IN. TO THE WALL THICKNESS AND BASE THICKNESS 4,000 p.s.i. CONCRETE

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	ADDED 57 STONE	SIBE
1	7/2013	ADDED SPACER AND LINK SEAL	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE 2/07
PRECAST MANHOLE	SHEET NO. SS-1



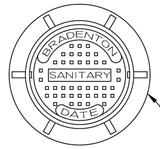
NOTES:

1. THE CONTRACTOR SHALL CAREFULLY EXCAVATE AROUND AND PROPERLY SUPPORT THE EXISTING PIPE.
2. PREFERRED CONSTRUCTION IS BY "CUTTING-IN" A STANDARD SANITARY SEWER MANHOLE WITH A TEMPORARY FLOW BY-PASS SYSTEM.
3. SEWER LINES GREATER THAN 20" REQUIRE SPECIAL DESIGN AND APPROVAL BY CITY OF BRADENTON ENGINEERING.
4. ALLOW SUFFICIENT CURING TIME, 24-36 HOURS, FOR THE ADEKA ULTRA-SEAL P-201, BEFORE POURING CONCRETE.
5. FOLLOWING SATISFACTORY CURING OF THE INVERT CHANNEL AND SHELF, THE CONTRACTOR SHALL CUT AND REMOVE THE TOP HALF OF THE EXISTING PIPE WITHIN THE MANHOLE, TAKING CARE NOT TO ALLOW ANY PIECES TO BE WASHED DOWN STREAM IN THE PIPE. CUTTING OF THE PIPE SHALL BE IN A WORKMAN LIKE MANNER, PROVIDING A SMOOTH AND EVEN FINISHED PRODUCT.
6. THERE SHALL BE NO VISIBLE LEAKS IN THE MANHOLE.

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	ADDED 57 STONE	SIBE

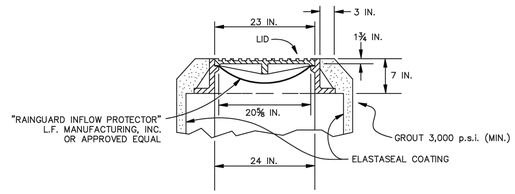
CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE 2/07
PRECAST MANHOLE	
CONSTRUCTED OVER	SHEET NO. SS-2
EXISTING SEWER LINE	



USF 420 NO. 32 TYPE "G" RING AND COVER

PLAN VIEW



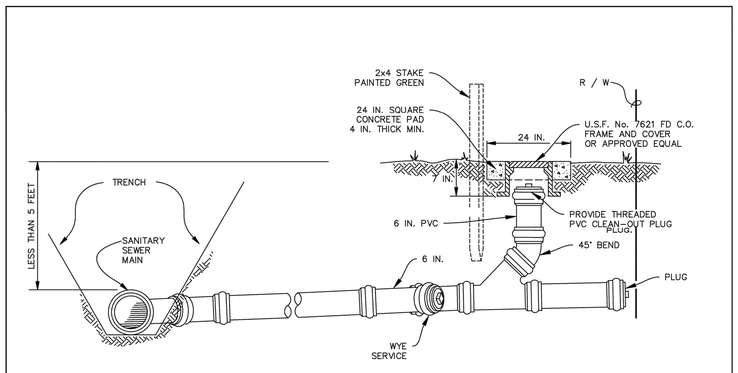
U.S.F. DRAWING No.32, TYPE "G"

SECTION VIEW

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SIBE
1	7/2013	ADDED RING AND COVER INFO.	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE 2/07
FRAME AND COVER	SHEET NO. SS-4



NOTE:

WHERE SEWER SERVICE CONNECTIONS EXCEED 5 FT. DEPTH, TO SANITARY SEWER PLEASE REFER TO DETAIL SS-8.

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SIBE
1	MAY, 2015	SHALLOW SERVICE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE 5/15
SHALLOW SERVICE LINE	
CLEAN-OUT INSTALLATION	SHEET NO. SS-9

LOCATION OF PUBLIC WATER SYSYEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	Water Main, 3 ft. minimum	Water Main, 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 3 ft. minimum, Water Main
Vacuum Sanitary Sewer	Water Main, 10 ft. preferred, 3 ft. minimum	Water Main, 12 inches preferred, 6 inches minimum	Alternate 3 ft. minimum, Water Main
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	Water Main, 10 ft. preferred, 6 ft. minimum (3)	Water Main, 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 6 ft. minimum, Water Main
On-Site Sewage Treatment & Disposal System	10 ft. minimum	----	----

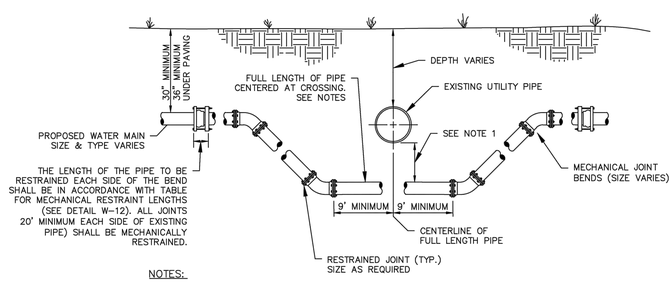
(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE 6/13
WATER MAIN	
SEPARATION CHART	SHEET NO. W-1



NOTES:

1) 12 INCHES OF SEPARATION IS REQUIRED
2) A FULL LENGTH OF PIPE SHALL BE CENTERED UNDER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.

VERTICAL SEPARATION REQUIREMENTS UNDER EXISTING UTILITIES

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE 3/16
WATER MAIN	
VERTICAL SEPARATION	SHEET NO. W-2
UNDER EXIST. UTILITIES	

NO.	DATE	REVISION DESCRIPTION	BY

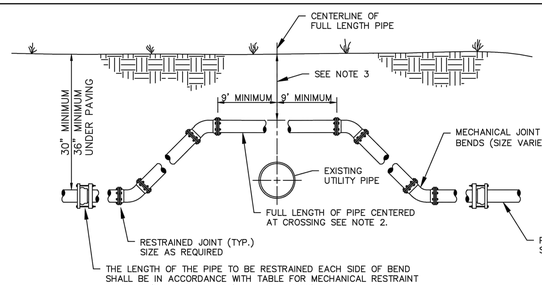
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 2-3-2023
PROJECT JCE
DRAWING SP - PGD
DRAWN GHF
CHECKED MJM

UTILITY DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE NTS
SEC.-TSP.-RNG. 32-34S-18E
SHEET 13 OF 15



NOTES:

1) IF EXISTING UTILITY PIPE IS A WATER MAIN 6 INCHES OF SEPARATION IS REQUIRED.
2) IF EXISTING UTILITY PIPE IS A FORCE MAIN, GAS LINE, GRAVITY SANITARY SEWER OR STORM SEWER 12 INCHES OF SEPARATION IS REQUIRED. IF THIS IS IMPRACTICAL, SEPARATION CAN BE REDUCED TO 6 INCHES FOR GRAVITY SANITARY SEWER AND STORM SEWER. A FULL LENGTH OF PIPE SHALL BE CENTERED OVER EXISTING UTILITY MAIN TO PROVIDE MAXIMUM JOINT SPACING FOR ALL CROSSINGS.
3) DEPTH OF BURY TO BE 36 INCHES MINIMUM IN PAVED AREAS MEASURED FROM FINISHED GRADE. DEPTH OF BURY TO BE 30 INCHES MINIMUM IN UNPAVED AREAS.

VERTICAL SEPARATION REQUIREMENTS OVER EXISTING UTILITIES

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER MAIN	3/16
VERTICAL SEPARATION OVER EXIST. UTILITIES	SHEET NO. W-3

P.V.C. PIPE RESTRAINT

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

PVC PIPE	PIPE SIZE 4"	6"	8"	10"	12"	16"	20"	24"	30"
HORIZONTAL 90° BEND	20	28	36	46	55	68	75	76	88
HORIZONTAL 45° BEND	8	10	14	16	20	26	32	33	36
HORIZONTAL 22 1/2° BEND	4	5	6	8	9	11	13	15	16
HORIZONTAL 11 1/4° BEND	2	2	3	4	4	6	7	7	9
PLUG OR BRANCH OF TEE	50	70	90	110	130	160	190	200	235
VERTICAL OFFSETS 45° BENDS LU (FT.)	20	28	36	46	55	67	80	81	97
VERTICAL OFFSETS 45° BENDS LI (FT.)	8	4	5	6	8	10	13	14	16

TEES (SEE NOTE 4)

RUN SIZE	BRANCH SIZE	LENGTH FT.
4"	4"	F.O.
6"	6"	10
	4" OR LESS	F.O.
8"	8"	30
	6" OR LESS	F.O.
10"	10"	48
	8"	14
	6" OR LESS	F.O.
12"	12"	66
	10"	35
	8" OR LESS	F.O.
16"	16"	150
	12"	40
	10" OR LESS	F.O.
20"	20"	170
	16"	80
	12" OR LESS	F.O.
24"	24"	190
	20"	90
	16"	40
	12" OR LESS	F.O.
30"	30"	140
	24"	60
	20"	30
	16" OR LESS	F.O.

REDUCERS

SIZE	LENGTH FT.
10x6	35
8x6	35
8x4	65
10x4	35
10x6	65
12x10	35
12x8	65
16x12	65
16x10	95
20x16	35
20x16	65
20x12	120
24x20	65
24x16	95
24x10	150
30x24	80
30x20	150

F.O.= Fitting Only

NOTES:
1) THIS SCHEDULE SHALL BE UTILIZED ON ALL WATER, SEWER FORCE MAIN OR RECLAIMED WATER SYSTEMS. ALL FITTINGS SHALL BE RESTRAINED TO LENGTHS INDICATED ON THE ABOVE SCHEDULE, AT A MINIMUM UNLESS OTHERWISE INDICATED.
2) VERTICAL OFFSETS ARE APPROX. 3 FEET COVER ON TOP AND APPROX. 6 FEET COVER ON BOTTOM, PER THE DETAILS. LU IS THE RESTRAINED LENGTH FOR THE UPPER (TOP) LEVEL. LI IS THE RESTRAINED LENGTH FOR THE LOWER (DEEPER) LEVEL, ASSUME 45 DEGREE BENDS.
3) WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS THE GREATEST LENGTH OF RESTRAINED PIPE.
4) TEES: TOTAL LENGTH BETWEEN FIRST JOINTS OR RESTRAINED LENGTH ON EITHER SIDE OF TEE (RUN) SHALL BE A TOTAL DISTANCE OF 30 FEET (MIN) SEE SCHEDULE ABOVE FOR RESTRAINT LENGTH ON TEE "BRANCH" LINE.
5) HDPE TO PVC TRANSITIONS: THE PVC PIPE SIDE SHALL BE RESTRAINED 30 FEET (MIN.).
6) THE INSTALLATION OF BELL HARNESS RESTRAINTS AT PVC JOINTS (DR-18 & 25 PIPE) SHALL BE COMPLETED PER THE MANUFACTURERS RECOMMENDATION, WHICH INCLUDES NOT OVER TIGHTENING THE PARALLEL RODS/NUTS. THESE NUTS SHOULD ONLY BE SNUG TIGHT. THE HOME MARKS ON THE PIPE SHOULD ALWAYS BE VISIBLE AFTER THE RESTRAINT IS INSTALLED. OVERTHRUSTING THE JOINT MAY CAUSE A FAILURE AT THE BELL RESULTING IN A SERVICE OUTAGE.
7) LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED WITH THE FOLLOWING ASSUMPTIONS:

WORKING PRESSURE:	150 P.S.I.
SOIL DESIGN (K):	10M OR SM
SAFETY FACTOR:	1.5
TRENCH TYPE:	TYPE 3
DEPTH OF COVER:	30 INCHES FOR 20" AND SMALLER PIPE SIZE; 36 INCHES FOR 24" AND LARGER PIPE SIZE

THE FOLLOWING JOINTS MUST BE RESTRAINED IN ALL APPLICATIONS:
1. BEND – INLET AND OUTLET
2. TEES
3. OFFSETS – INLET AND OUTLET
4. CAPS
5. PLUGS
6. ENTIRE HYDRANT RUNOUTS SHALL BE RESTRAINED

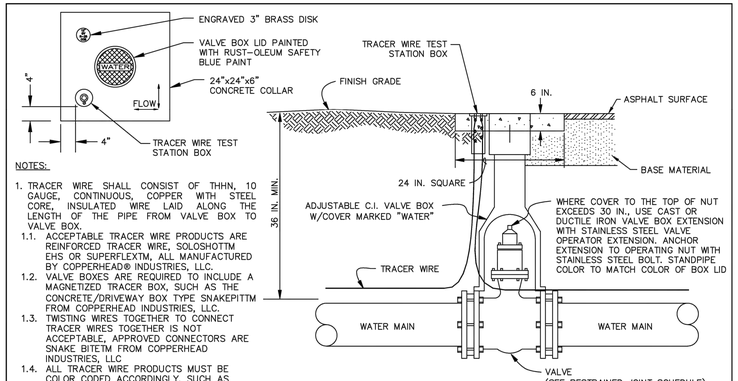
NOTE:
THRUST RESTRAINT AT FITTINGS AND VALVES SHALL BE EBBA IRON MEGALUG RESTTAINERS. THRUST RESTRAINT BETWEEN PIPE JOINTS SHALL BE EBBA IRON SERIES 1500 RESTRAINERS.

FIGURES BASED ON 30" OF COVER DEPTH.

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
THRUST RESTRAINING CHART	2/07
	SHEET NO. W-5



NOTES:

1. TRACER WIRE SHALL CONSIST OF THHN, 10 GAUGE, CONTINUOUS, COPPER WITH STEEL CORE, INSULATED WIRE LAID ALONG THE LENGTH OF THE PIPE FROM VALVE BOX TO VALVE BOX.
   1.1. ACCEPTABLE TRACER WIRE PRODUCTS ARE REINFORCED TRACER WIRE, SOLOSHOTTM EHS OR SUPERFLEXTM, ALL MANUFACTURED BY COPPERHEAD® INDUSTRIES, LLC.
   1.2. VALVE BOXES ARE REQUIRED TO INCLUDE A MAGNETIZED TRACER BOX, SUCH AS THE CONCRETE/DRIVEWAY BOX TYPE SNAKEPITTM FROM COPPERHEAD INDUSTRIES, LLC.
   1.3. TWISTING WIRES TOGETHER TO CONNECT TRACER WIRES TOGETHER IS NOT ACCEPTABLE, APPROVED CONNECTORS ARE SNAKE BITETM FROM COPPERHEAD INDUSTRIES, LLC
   1.4. ALL TRACER WIRE PRODUCTS MUST BE COLOR CODED ACCORDINGLY, SUCH AS BLUE FOR WATER MAINS
2. A THREE INCH (3") BRASS DISK SHALL BE ATTACHED WITH EPOXY TO THE CONCRETE PAD INSCRIBED WITH THE FOLLOWING INFORMATION: GATE VALVE (GV) OR BUTTERFLY VALVE (BFV). THE NUMBER OF TURNS TO OPEN AND CLOSE THE VALVE, YEAR INSTALLED AND COB.

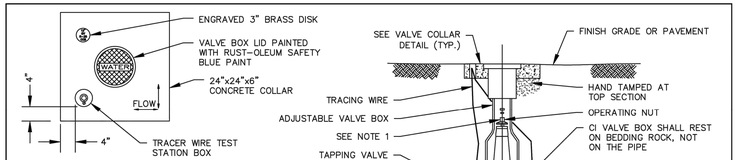
GATE VALVE AND BOX

n.t.s.

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED NOTES	SIBE
1	7/2013	ADDED NOTES	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
GATE VALVE AND BOX	12/11
	SHEET NO. W-6



NOTE:
1. VALVE STEM EXTENSION(S) REQUIRED TO MAINTAIN 2 FT. DEPTH TO OPERATING NUT ON DEPRESSED MAIN WITH 36 INCHES OR MORE COVER.
2. PRESSURE TESTING IS REQUIRED ON ALL TAPPING SLEEVES AND SADDLES PRIOR TO ANY PIPE INSTALLATION AT THE VALVE. TESTING MUST BE WITNESSED BY CITY OF BRADENTON ENGINEERING SECTION STAFF.
3. VALVE BOXES REQUIRED FOR ALL LINES OR SERVICES EQUAL TO OR GREATER THAN 2 INCHES.

WET TAPPING SLEEVE AND VALVE DETAIL

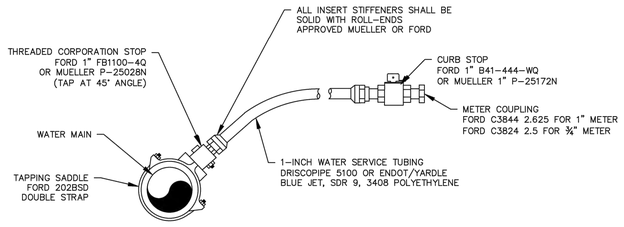
N.T.S.

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	NOTES AND TAPPING SLEEVES	SIBE
1	8/4/15	ADDITIONAL TAPPING SLEEVES	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
TYPICAL WET TAPPING SLEEVE AND VALVE DETAIL	6/14
	SHEET NO. W-8

1" SERVICE CONNECTION DETAIL



NOTES:

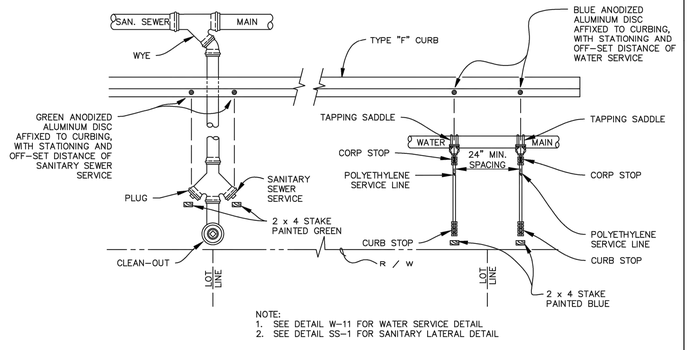
1-SERVICE CONNECTIONS SHALL BE 2 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT.
2-METERS SHALL NOT BE INSTALLED IN DRIVEWAYS AND MUST BE LOCATED A MINIMUM OF TWO FOOT FROM DRIVEWAYS.
3-ALL LINES SHALL BE CHLORINATED AND HYDROSTATIC TESTED (SEE SECTION III SUB-SECTION B NUMBER 6 OF THE CITY OF BRADENTON UTILITY SPECIFICATIONS)
4-FORD BRASS SADDLE 202BSD TAPPING SADDLE WITH STAINLESS STEEL DUEL BAND AND BOLTS IS REQUIRED FOR ALL SERVICE CONNECTIONS TO MAINS.
5-DISTANCE BETWEEN SERVICE TAPS SHALL NOT BE LESS THAN 36".

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED ALLOWABLE FITTINGS	SIBE
1	02/17/16	TAPPING SADDLE & CURB STOP	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
1" SERVICE CONNECTION DETAIL TO 1" OR 3/4" METER	1/10
	SHEET NO. W-9

STREET



NOTE:
1. SEE DETAIL W-11 FOR WATER SERVICE DETAIL.
2. SEE DETAIL SS-1 FOR SANITARY LATERAL DETAIL

WATER & SANITARY SEWER SERVICES-MISC. DETAILS

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER & SANITARY SERVICE DETAILS	2/07
	SHEET NO. W-10

NO.	DATE	REVISION DESCRIPTION	BY

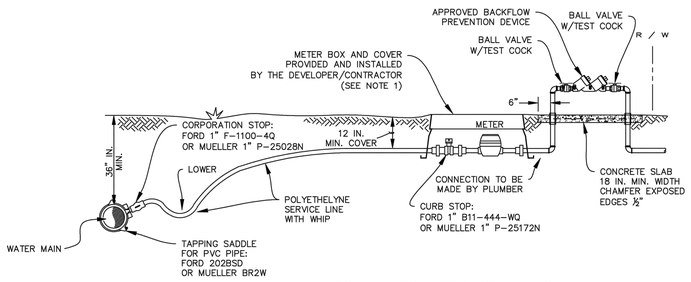
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	2-2-2023
PROJECT	JCE
DRAWING	SP - PGD
DRAWN	GHF
CHECKED	MJM

UTILITY DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE	NTS
SEC.-TSP.-RNG.	32-34S-18E
SHEET	14
OF	15



TYPICAL WATER METER INSTALLATION

NOTES:

1) METER BOX TO BE CDR STYLE BY HUBBELL POWER SYSTEMS PART NO. B10111812M AND C08111802F.
   - FLARED WALLS
   - MOUSEHOLE BOTH ENDS
   - BLUE SKID RESISTANT READER LID WITH 6"x9" CAST IRON OPENING; NO BOLTS; UNDER 90°

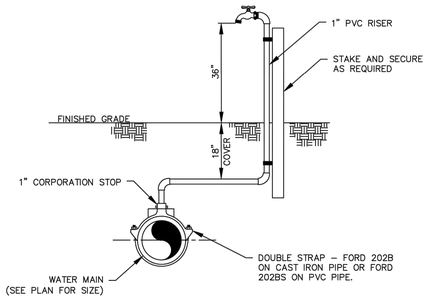
NOTES:

1. Backflow Device Must Be Installed Downstream Of Meter, As Close To Meter As Possible.
2. Copper Pipe Type "L" or "K" or Brass Pipe Minimum Schedule 40 Shall be Used to a Minimum Depth of 12" Below Grade.
3. The System Must Meet All Requirements of the City of Bradenton–SSBC Plumbing Code and the Backflow Prevention Code.
4. All Piping From Backflow Device to the First Atmospheric Opening or to Each Branch Valve Must be Color Coded Blue.
5. Meter and Meter Connectors Will be Provided by City of Bradenton Public Works Department.
6. For Use Where Backflow Preventer is Required With Meter.
7. Paint Entire Assembly Rust–Oleum Safety Blue.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	ADDED APPROVED MANUFACTURERS	SIBC
2	11/19/2013	CONC. SLAB AT BACKFLOW	SIBC
1	4/12/2012	METER BOX NOTE	SIBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
TYPICAL WATER METER INSTALLATION	2/07
	SHEET NO. W-11



BACTERIOLOGICAL SAMPLE POINT DETAIL

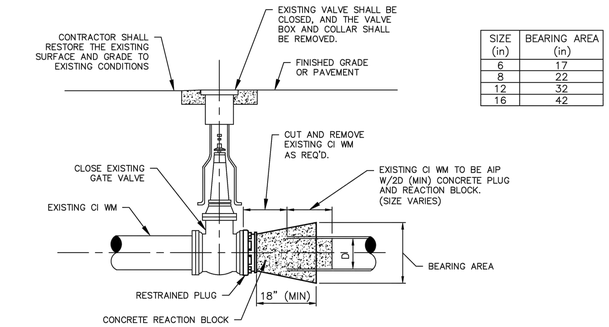
N.T.S.

NOTE:
CONTRACTOR SHALL REMOVE SAMPLE POINT ASSEMBLY TO 1" CORPORATION STOP AND PLUB UPON WRITTEN ACCEPTANCE OF DISINFECTION BY THE HEALTH DEPARTMENT AND APPROVAL OF THE ENGINEER.

REV.	DATE	DESCRIPTION	BY
1	JUNE, 2018	STRAP TYPE	SIBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER MAIN	12/11
BACTERIOLOGICAL SAMPLE POINT	SHEET NO. W-18



SIZE (in)	BEARING AREA (in)
6	17
8	22
12	32
16	42

NOTES:

1) BASED ON 150 PSI PRESSURE & 1500 PSF SOIL BEARING VALUE, 2.0 SAFETY FACTOR, WATER TABLE BELOW THE THRUST BLOCK, VERTICAL BLOCK FACE AND A MINIMUM THICKNESS OF 18 INCHES.
2) FORM REACTION BLOCKS TO KEEP CONCRETE CLEAR OF JOINTS AND BOLTS.
3) REQUIRED REACTION BLOCK BEARING AREA SHALL BE PLACED AGAINST UNDISTURBED MATERIAL.
4) PLACE PRESSURE TREATED WOOD BOARDS IN FRONT OF CAP BEFORE POURING CONCRETE REACTION BLOCK.

WATER MAIN ABANDONMENT DETAIL

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER MAIN	3/16
ABANDONMENT DETAIL	SHEET NO. W-21

PROPOSED UTILITY	MINIMUM HORIZONTAL SEPARATION EXISTING UTILITY					
	POTABLE WATER	GRAVITY SANITARY SEWER	SEWAGE FORCE MAIN	STORM	RECLAIMED WATER	ELECTRIC TELECOMMUNICATIONS
POTABLE WATER	1'–0"	10'–0"	10'–0"	3'–0"	3'–0"	3'–0"
GRAVITY SANITARY SEWER	10'–0"	1'–0"	1'–0"	3'–0"	3'–0"	3'–0"
SEWAGE FORCE MAIN	10'–0"	1'–0"	1'–0"	3'–0"	3'–0"	3'–0"
STORM	3'–0"	3'–0"	3'–0"	1'–0"	3'–0"	3'–0"
RECLAIMED WATER	3'–0"	3'–0"	3'–0"	3'–0"	1'–0"	3'–0"
ELECTRIC TELECOMMUNICATIONS	3'–0"	3'–0"	3'–0"	3'–0"	3'–0"	2'–0"

PROPOSED UTILITY	MINIMUM VERTICAL SEPARATION EXISTING UTILITY CROSSING					
	POTABLE WATER	GRAVITY SANITARY SEWER	SEWAGE FORCE MAIN	STORM	RECLAIMED WATER	ELECTRIC TELECOMMUNICATIONS
POTABLE WATER	1'–0"	1'–6"	1'–6"	1'–0"	1'–0"	1'–0"
GRAVITY SANITARY SEWER	1'–6"	1'–0"	1'–0"	1'–6"	1'–6"	1'–0"
SEWAGE FORCE MAIN	1'–6"	1'–0"	1'–0"	1'–0"	1'–6"	1'–0"
STORM	1'–0"	1'–6"	1'–0"	1'–0"	1'–0"	1'–0"
RECLAIMED WATER	1'–0"	1'–6"	1'–6"	1'–0"	1'–0"	1'–0"
ELECTRIC TELECOMMUNICATIONS	1'–0"	1'–0"	1'–0"	1'–0"	1'–0"	1'–0"

NOTE:
UTILITIES SHALL NOT BE INSTALLED WITHIN THE DRIP LINE OF TREES WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER.

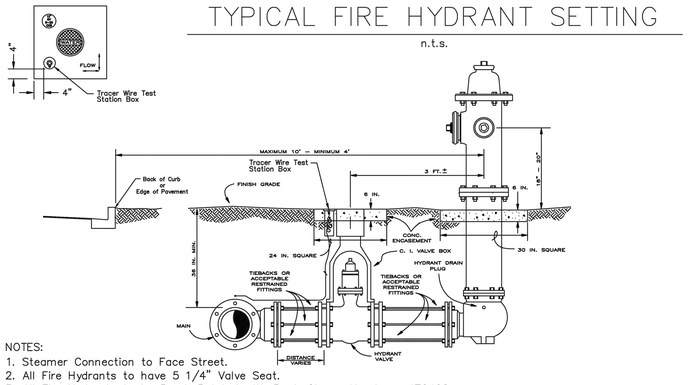
REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER MAIN	9/2016
MINIMUM UTILITY SEPARATION	SHEET NO. W-24

TYPICAL FIRE HYDRANT SETTING

n.t.s.



NOTES:
1. Steamer Connection to Face Street.
2. All Fire Hydrants to have 5 1/4" Valve Seat.
3. All Fire Hydrants to be Brush Painted with Rust–Oleum Aluminum 470402
4. Fire Hydrants Shall be Placed at Street Corners or in the R.O.W. Adjacent to Side Lot Lines Whenever Possible
5. No Utilities Shall be Installed Within 6 Feet of the Fire Hydrant.

ONLY APPROVED HYDRANT
Kennedy Guardian No. K–81D

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	CHANGED DRAWING NUMBER	SIBC
2	JUNE 2016	MODIFIED NOTE 3	SIBC
1	4/13/2012	ADDED NOTE 5	SIBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

FIRE PREVENTION	DATE
TYPICAL HYDRANT	2/07
SETTING CROSS–SECTION	SHEET NO. F-1

NO.	DATE	REVISION DESCRIPTION	BY

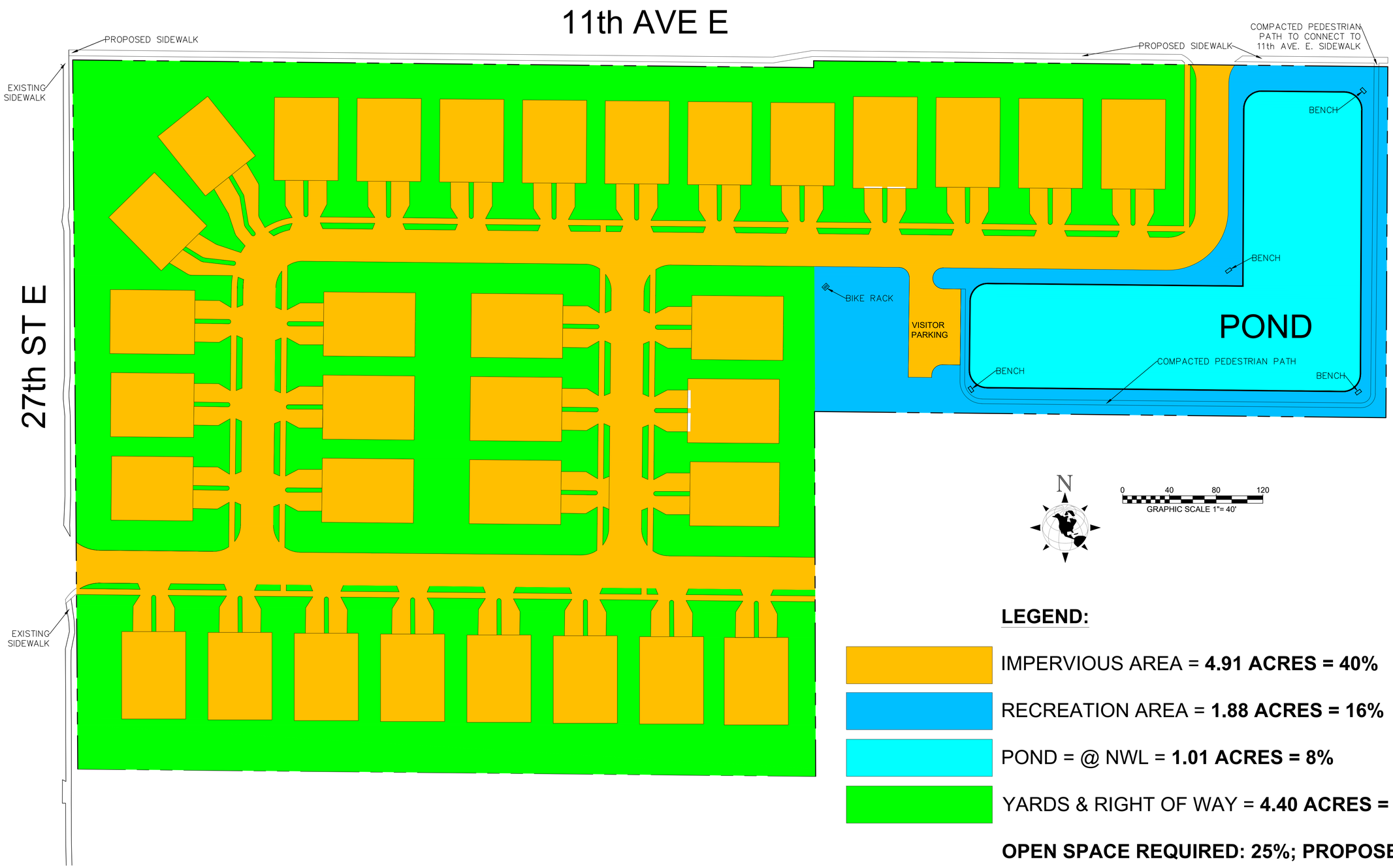
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	2-2-2023
PROJECT	JCE
DRAWING	SP - PGD
DRAWN	GHF
CHECKED	MJM

UTILITY DETAILS
PLANNED DEVELOPMENT PROJECT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE	NTS
SEC.-TSP.-RNG.	32-34S-18E
SHEET	15
OF	15



LEGEND:

IMPERVIOUS AREA = **4.91 ACRES = 40%**

RECREATION AREA = **1.88 ACRES = 16%**

POND = @ NWL = **1.01 ACRES = 8%**

YARDS & RIGHT OF WAY = **4.40 ACRES = 36%**

OPEN SPACE REQUIRED: 25%; PROPOSED 36%

NO.	DATE	REVISION DESCRIPTION	BY

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE 12-18-2023
PROJECT JCE
DRAWING OPEN SPACE EXHIBIT
DRAWN GHF | CHECKED MJM

OPEN SPACE EXHIBIT

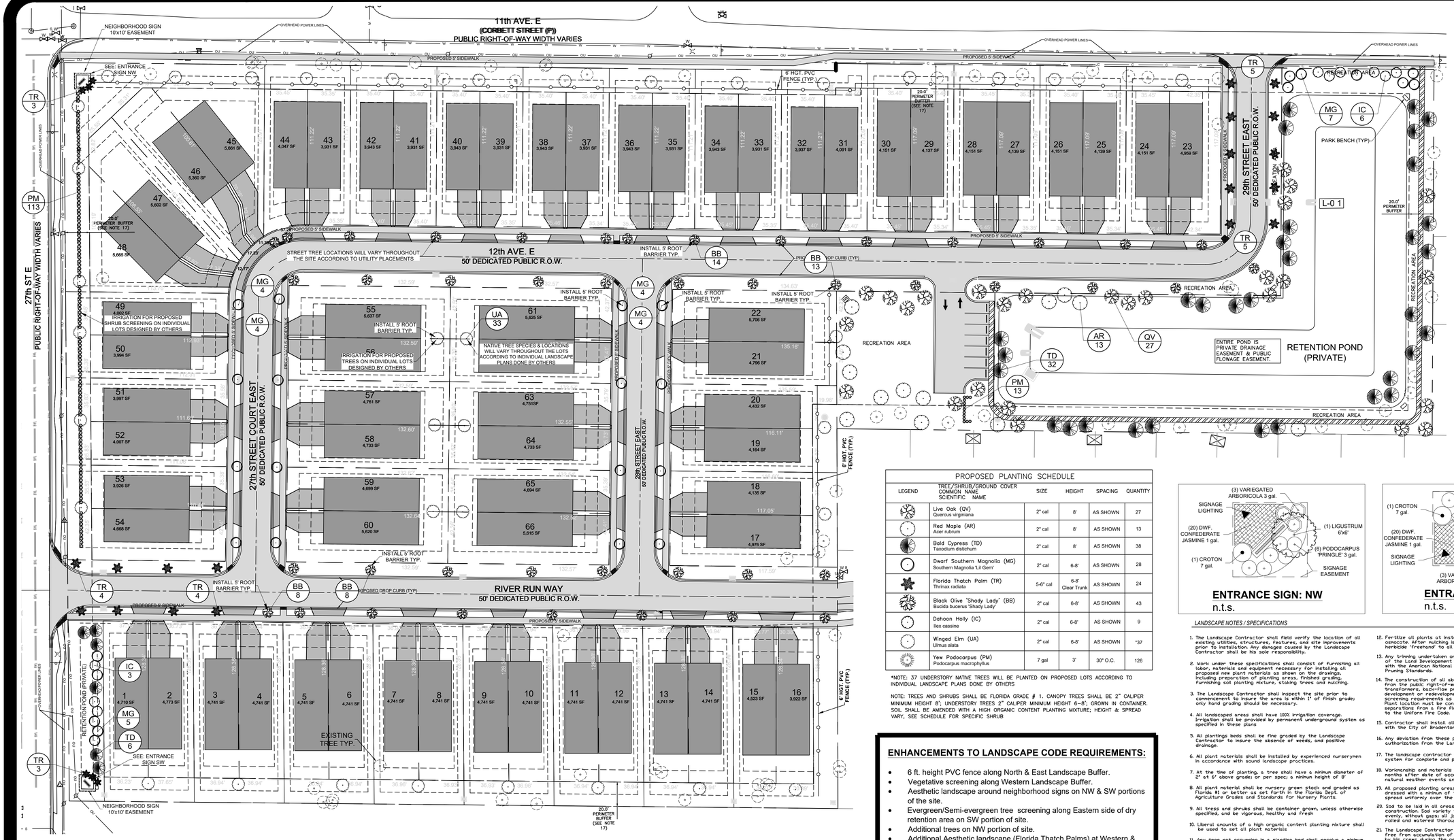
Jordan Creek East

CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 1 OF 1

Z:\Jobs\Jordan Creek East_Engineering\Exhibits\Open Space.dwg, 1/3/2024 3:19:47 PM, DWG To PDF.pc3



NO	DATE	REVISION
1	1-28-22	REVISIONS AS PER CITY COMMENTS
2	4-7-22	REVISIONS DUE TO SITE CHANGES
3	11-3-23	REVISIONS DUE TO SITE CHANGES
4	1-3-24	REVISIONS DUE TO CITY COMMENTS

PREPARED FOR:
JBHFF, LLC
c/o Adam Jacobson

DESIGNED BY:
THOMAS SCHAUB, REG. LANDSCAPE ARCHITECT
4002 McINTOSH RD., DOVER, FL 33527
813-659-0001

LANDSCAPE DESIGN
JORDAN CREEK AT BRADENTON EAST
Bradenton, FL 34208
1207 27th St. E.

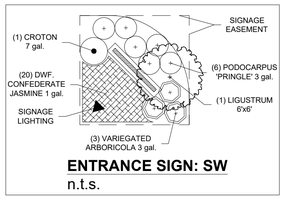
PROPOSED PLANTING SCHEDULE

LEGEND	TREE/SHRUB/GROUND COVER COMMON NAME SCIENTIFIC NAME	SIZE	HEIGHT	SPACING	QUANTITY
	Live Oak (QV) Quercus virginiana	2" cal	8'	AS SHOWN	27
	Red Maple (AR) Acer rubrum	2" cal	8'	AS SHOWN	13
	Bald Cypress (TD) Taxodium distichum	2" cal	8'	AS SHOWN	38
	Dwarf Southern Magnolia (MG) Southern Magnolia 'Lil Gem'	2" cal	6-8'	AS SHOWN	28
	Florida Thatch Palm (TR) Thrinax radiata	5-6" cal	6-8' Clear Trunk	AS SHOWN	24
	Black Olive 'Shady Lady' (BB) Bucida buceras 'Shady Lady'	2" cal	6-8'	AS SHOWN	43
	Dahoon Holly (IC) Ilex cassine	2" cal	6-8'	AS SHOWN	9
	Winged Elm (UA) Ulmus alata	2" cal	6-8'	AS SHOWN	*37
	Yew Podocarpus (PM) Podocarpus macrophyllus	7 gal	3'	30" O.C.	126

*NOTE: 37 UNDERSTORY NATIVE TREES WILL BE PLANTED ON PROPOSED LOTS ACCORDING TO INDIVIDUAL LANDSCAPE PLANS DONE BY OTHERS

NOTE: TREES AND SHRUBS SHALL BE FLORIDA GRADE # 1. CANOPY TREES SHALL BE 2" CALIPER MINIMUM HEIGHT 8'; UNDERSTORY TREES 2" CALIPER MINIMUM HEIGHT 6–8'; GROWN IN CONTAINER. SOIL SHALL BE AMENDED WITH A HIGH ORGANIC CONTENT PLANTING MIXTURE; HEIGHT & SPREAD VARY, SEE SCHEDULE FOR SPECIFIC SHRUB

ENTRANCE SIGN: NW
n.t.s.



ENTRANCE SIGN: SW
n.t.s.

ENHANCEMENTS TO LANDSCAPE CODE REQUIREMENTS:

- 6 ft. height PVC fence along North & East Landscape Buffer.
- Vegetative screening along Western Landscape Buffer.
- Aesthetic landscape around neighborhood signs on NW & SW portions of the site.
- Evergreen/Semi-evergreen tree screening along Eastern side of dry retention area on SW portion of site.
- Additional trees on NW portion of site.
- Additional Aesthetic landscape (Florida Thatch Palms) at Western & Northeastern entrances

LANDSCAPE NOTES / SPECIFICATIONS

1. The Landscape Contractor shall field verify the location of all existing utilities, structures, features, and site improvements prior to installation. Any damages caused by the Landscape Contractor shall be his sole responsibility.
2. Work under these specifications shall consist of furnishing all labor, materials and equipment necessary for installing all proposed new plant materials as shown on the drawings, including preparation of planting areas, finished grading, furnishing soil planting mixture, staking trees and mulching.
3. The Landscape Contractor shall inspect the site prior to commencement to insure the area is within 1" of finish grade; only hand grading should be necessary.
4. All landscaped areas shall have 100% irrigation coverage. Irrigation shall be provided by permanent underground system as specified in these plans
5. All plantings beds shall be fine graded by the Landscape Contractor to insure the absence of weeds, and positive drainage.
6. All plant materials shall be installed by experienced nurserymen in accordance with sound landscape practices.
7. At the time of planting, a tree shall have a minimum diameter of 2" at 6' above grade; or per spec; a minimum height of 8'
8. All plant material shall be nursery grown stock and graded as Florida #1 or better as set forth in the Florida Dept. of Agriculture Grades and Standards for Nursery Plants.
9. All trees and shrubs shall be container grown, unless otherwise specified, and be vigorous, healthy and fresh
10. Liberal amounts of a high organic content planting mixture shall be used to set all plant materials
11. Any tree not occurring in a planting bed shall receive a minimum 3 ft diameter mulch ring except in a gravel area per spec.
12. Fertilize all plants at installation with Lesco 14-14-14 or aamscote. After mulching is complete, apply pre-emergent granular herbicide 'freehand' to all plant beds.
13. Any trimming undertaken on a tree protected by the provisions of the Land Development Code shall be pruned in accordance with the American National Standards Institute (ANSI) A-300 Pruning Standards.
14. The construction of all above ground utility appurtenances visible from the public right-of-way such as pedestals, utility meters, transformers, back-flow prevention devices, etc. for new development or redevelopment activities shall conform to screening requirements as outlined in the Land Development Code. Plant location must be considerate of required spatial separations from a fire flow protection appliance in accordance to the Uniform Fire Code.
15. Contractor shall install all trees and plants in accordance with the City of Bradenton Land Development Code.
16. Any deviation from these plans shall require written authorization from the Landscape Architect @ 813-659-0001
17. The landscape contractor shall review the completed irrigation system for complete and proper coverage
18. Workmanship and materials guarantee shall be for twelve (12) months after date of acceptance and shall exclude damage by natural weather events and/or negligence by owner.
19. All proposed planting areas for trees and shrubs shall be top dressed with a minimum of three (3) inches of pine bark mulch spread uniformly over the beds as indicated.
20. Sod to be laid in all areas disturbed by all phases of construction. Sod variety to be determined. All sod shall be laid evenly, without gaps; all joints shall be staggered; and shall be rolled and watered thoroughly after installation.
21. The Landscape Contractor shall at all times keep the premises free from accumulation of waste, materials, or debris caused by his crews during the performance of the work.

TREE PRESERVATION TABLE

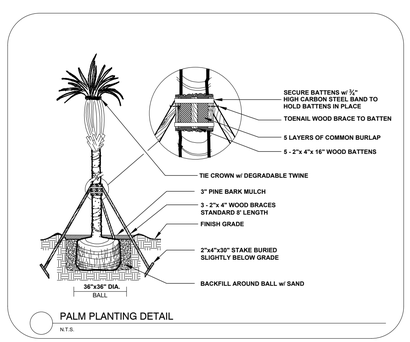
COMMON NAME:	SCIENTIFIC NAME:	4"-7.99"	8"-30"	30.01"+	TOTAL TREES
LIVE OAK (LI)	Quercus virginiana	4	32	4	40
LAUREL OAK (LA)	Quercus laurifolia	1	17	0	18
SOUTHERN RED OAK (RO)	Quercus falcata	0	2	0	2
MAGNOLIA SWEET BAY (BAY)	Magnolia virginiana	1	1	0	2
CABAGE PALM (SP)	Sabal palmetto	0	4	0	4
BASSWOOD (BW)	Tilia americana	1	0	0	1
EXOTIC TREES:					
TOTAL PRESERVED TREES					67

TREE REMOVAL/REPLACEMENT TABLE

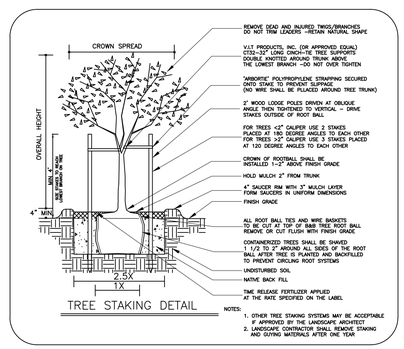
PROTECTED SPECIES TO BE REMOVED	DIAMETER	ACCEPTABLE REPLACEMENT SPECIES	TOTAL NUMBER REMOVED	REPLACEMENT RATIO (REPLACED:REMOVED)	REPLACEMENT TREES REQUIRED: MIN. DIAM. 2"
LIVE OAK/LAUREL OAK	4"-7.99"	LIVE OAK	1	2:1	2
SIGNIFICANT LIVE/LAUREL OAK	8"-30"	LIVE OAK	84	4:1	336
GRAND TREE	30.01" OR LARGER	LIVE/LAUREL OAK OR SIMILAR NATIVE SPECIES	18	10:1	180
SIGNIFICANT STANDS LIVE/LAUREL OAKS		LIVE OAK OR SIMILAR NATIVE SPECIES	0	PER PCD DIRECTOR APPROVAL	0
ALL OTHER SIGNIFICANT TREES	8"-30"	NATIVE SPECIES	12	2:1	24
ALL OTHER NON-SIGNIFICANT TREES	4"-8"	NATIVE SPECIES	1	1:1	1
TOTAL REPLACEMENT TREES REQUIRED: MIN. 2"					543

PROPOSED TREE REPLACEMENT TABLE

PROTECTED SPECIES	DIAMETER	ACCEPTABLE REPLACEMENT SPECIES	REPLACEMENT TREES REQUIRED	PRESERVED TREES	PROPOSED REPLACEMENT TREES REQUIRED: MIN. DIAM. 2"
LIVE OAK/LAUREL OAK	4"-7.99"	LIVE OAK	2	5	
SIGNIFICANT LIVE/LAUREL OAK	8"-30"	LIVE OAK	336	49	27
GRAND TREE	30.01" OR LARGER	LIVE/LAUREL OAK OR SIMILAR NATIVE SPECIES	180	4	
SIGNIFICANT STANDS LIVE/LAUREL OAKS		LIVE OAK OR SIMILAR NATIVE SPECIES	0	0	0
ALL OTHER SIGNIFICANT TREES	8"-30"	NATIVE SPECIES	24	7	192
ALL OTHER NON-SIGNIFICANT TREES	4"-8"	NATIVE SPECIES	1	2	
		SUB-TOTAL:	543	67	219
(REQUIRED-PROPOSED) = TOTAL			(324)		



PALM PLANTING DETAIL
N.T.S.



TREE STAKING DETAIL

NOTES:
1. OTHER TREE STAKING SYSTEMS MAY BE ACCEPTABLE IF APPROVED BY THE LANDSCAPE ARCHITECT
2. LANDSCAPE CONTRACTOR SHALL REMOVE STAKING AND GUYING MATERIALS AFTER ONE YEAR

REGISTERED LANDSCAPE ARCHITECT
THOMAS A. SCHAUB
LA 0000962
STATE OF FLORIDA

SHEET
L-1
1 of 1

DATE	DRAWN BY
1-3-24	CPS

FUTURE LAND USE: RESMED

11th AVE. E
(CORBETT STREET (P)
PUBLIC RIGHT-OF-WAY WIDTH VARIES

ONSITE ZONING: R2
USE: SINGLE FAMILY
RESIDENTIAL

27th ST E
PUBLIC RIGHT-OF-WAY WIDTH VARIES

12th AVE. E
50' DEDICATED PUBLIC R.O.W.

27th STREET COURT EAST
50' DEDICATED PUBLIC R.O.W.

28th STREET EAST
50' DEDICATED PUBLIC R.O.W.

29th STREET EAST
50' DEDICATED PUBLIC R.O.W.

RIVER RUN WAY
50' DEDICATED PUBLIC R.O.W.

PROPOSED 5' SIDEWALK

PROPOSED DROP CURB (TYP)

20.0' PERIMETER BUFFER (SEE NOTE 17)

RECREATION AREA

L-0 1

ENTIRE POND IS PRIVATE DRAINAGE EASEMENT & PUBLIC FLOWAGE EASEMENT.

CITY
ZONING: R2
FUTURE LAND USE: RES

CITY (RIVER RUN ESTATES)
ZONING: R3
FUTURE LAND USE: RESMED

CITY (FAIR OAKS S/D)
ZONING: R2
FUTURE LAND USE: RESMED

CITY (RIVER RUN ESTA
ZONING: R3
FUTURE LAND USE: RES

SE: RESMED

'HORITY
DENTON

N

40 20 0 40

SCALE: 1:40

TREE PRESERVATION/REMOVAL KEY

LEGEND	
○	TREE PRESERVATION
X	TREE REMOVAL

TREE REMOVAL/REPLACEMENT TABLE

PROTECTED SPECIES TO BE REMOVED	DIAMETER	ACCEPTABLE REPLACEMENT SPECIES	TOTAL NUMBER REMOVED	REPLACEMENT RATIO: (REPLACED/REMOVED)	REPLACEMENT TREES REQUIRED: MIN. DIAM. 2"
LIVE OAK/LAUREL OAK	4"-7.99"	LIVE OAK	1	2:1	2
SIGNIFICANT LIVE/LAUREL OAK	8"-30"	LIVE OAK	84	4:1	336
GRAND TREE	30.01" OR LARGER	LIVE/LAUREL OAK OR SIMILAR NATIVE SPECIES	18	10:1	180
SIGNIFICANT STANDS LIVE/LAUREL OAKS		LIVE OAK OR SIMILAR NATIVE SPECIES	0	PER PCD DIRECTOR APPROVAL	0
ALL OTHER SIGNIFICANT TREES	8"-30"	NATIVE SPECIES	12	2:1	24
ALL OTHER NON-SIGNIFICANT TREES	4"-8"	NATIVE SPECIES	1	1:1	1
			TOTAL REPLACEMENT TREES REQUIRED: MIN. 2"		543

TREE PRESERVATION TABLE

COMMON NAME:	SCIENTIFIC NAME:	4"-7.99"	8"-30"	30.01"+	TOTAL TREES
LIVE OAK (LI)	Quercus virginiana	4	32	4	40
LAUREL OAK (LA)	Quercus laurifolia	1	17	0	18
SOUTHERN RED OAK (RO)	Quercus falcata	0	2	0	2
MAGNOLIA SWEET BAY (BAY)	Magnolia virginiana	1	1	0	2
CABAGE PALM (SP)	Sabal palmetto	0	4	0	4
BASSWOOD (BW)	Tilia americana	1	0	0	1
EXOTIC TREES:					
				TOTAL PRESERVED TREES	67

NO	DATE	REVISION
1	1-28-22	REVISED TREE TABLES TO REFLECT NEW TREE COUNT
2	1-3-24	REVISED TREE TABLES TO REFLECT NEW TREE COUNT

PREPARED FOR:
JBHFF, LLC
c/o Mr. Adam Jacobson

DESIGNED BY:
THOMAS SCHAUB, REG. LANDSCAPE ARCHITECT
4002 McINTOSH RD., DOVER, FL 33527
813-659-0001

TREE PRESERVATION & REMOVAL

JORDAN CREEK EAST

1201 27th ST. East Bradenton, FL 34208

REGISTERED LANDSCAPE ARCHITECT
THOMAS A. SCHAUB
LA 0001962
STATE OF FLORIDA

SHEET
T-1
1 of 1

DATE 1-3-24 | DRAWN BY CPS

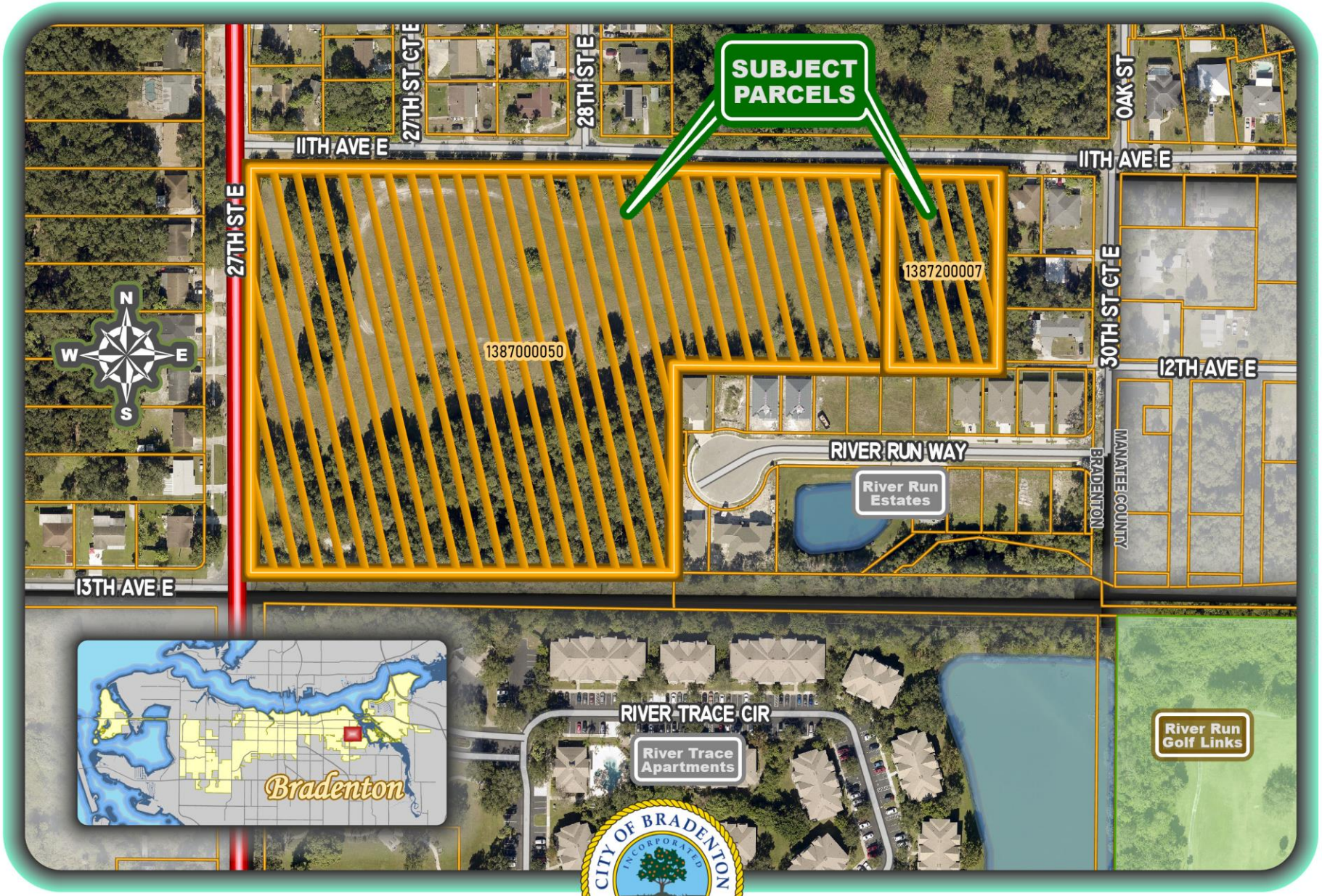
CITY COUNCIL

January 24, 2024

PDP.23.4841

1201 27th Street East and 2906 29th Avenue East

Request for a Zoning Atlas Amendment to rezone property from R-2 (Medium Density Residential) to PDP (Planned Development Project)



PDP.23.4841 Jordan Creek East

Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of
Planning and Community Development

Location

0 50 100 150
Yards

LEGEND
- Subject Parcel
- Other Parcels
- Bradenton

Zoning



PDP.23.4841 Jordan Creek East
Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

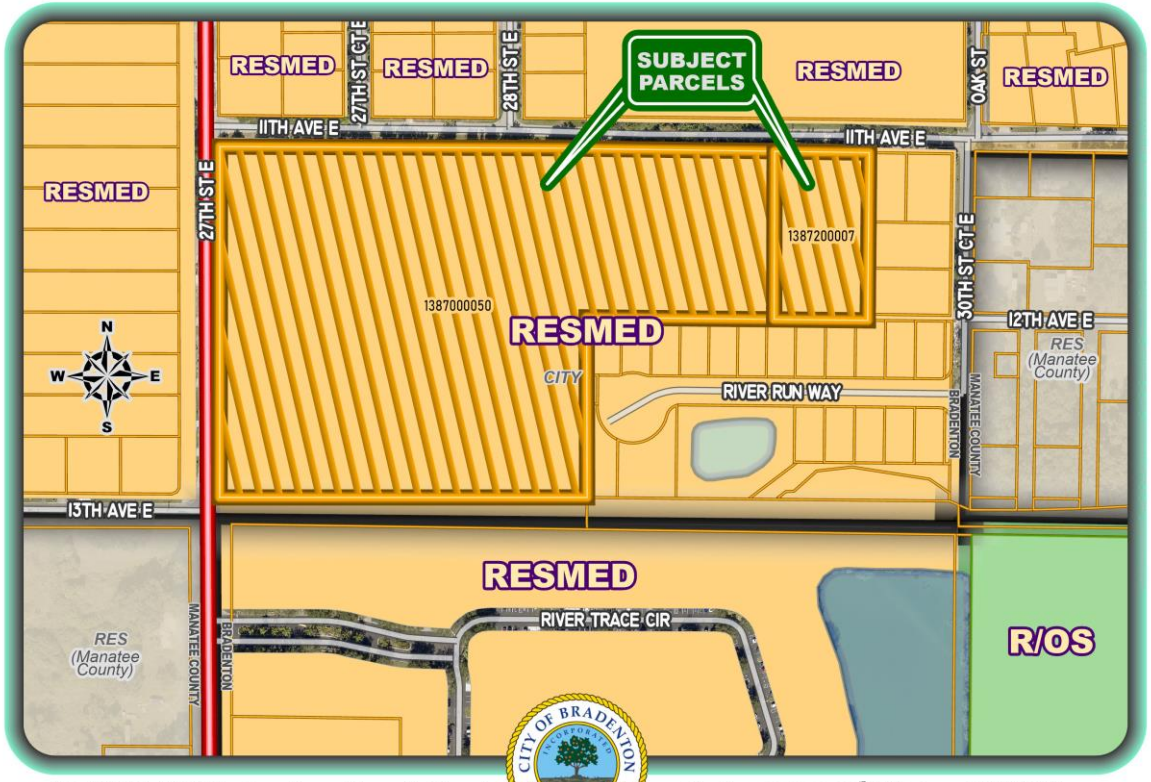
Bradenton Department of Planning and Community Development

Zoning

0 50 100 150
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

Future Land Use



PDP.23.4841 Jordan Creek East
Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

Bradenton Department of Planning and Community Development

Future Land Use

0 50 100 150
Yards

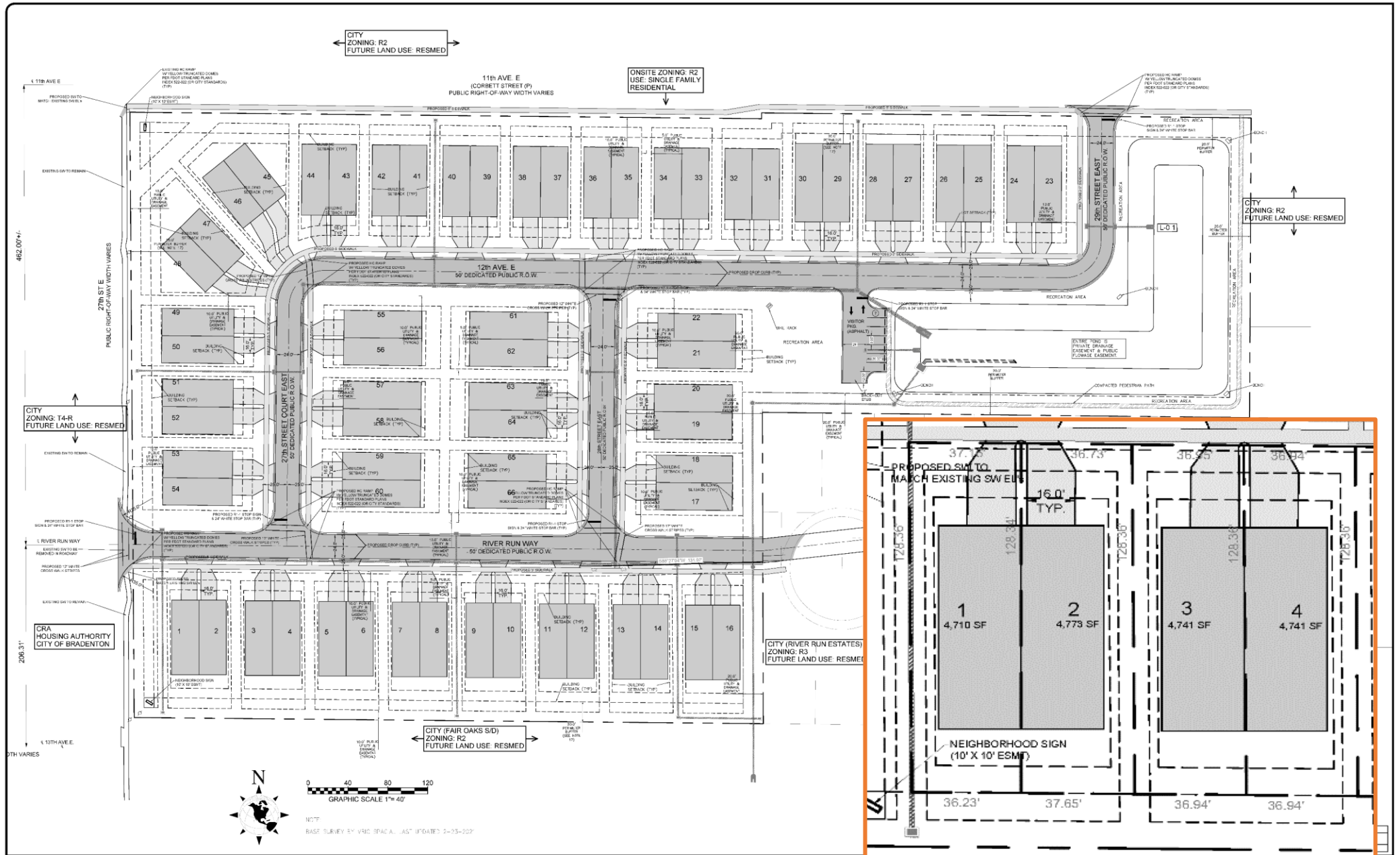
LEGEND
Subject Parcel
Other Parcels
Bradenton

Planned Development Project Zoning

- Alternative to conventional zoning in areas guided by the Land Use Regulations

- Allows for flexibility but projects are still subject to some standards

- Semidetached dwellings:
  - A one-family dwelling attached to one other one-family dwelling by a common vertical wall, and each dwelling located on a separate lot.



Semidetached Dwellings

Standards for Conventional Zoning Districts

SCHEDULE 3.2.2.1. DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS

STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units [9]		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET [6][8]					
One dwelling unit	75	60	50	50	35
Two dwelling units [9]		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS [1] IN FEET					
Principal building					
front [2][8]	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences [7]					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT [3] IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET [4]					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE [5]	50%	60%	70%	70%	70%

Proposed Standards for Jordan Creek East PDP

RESIDENTIAL DWELLING UNITS	TOTAL LOTS	TOTAL UNITS
SINGLE FAMILY LOTS (40' X 115' TYP.)	66	66

LAND USE AREAS

LAND USE	AREA (AC.)	%OF TOTAL
SINGLE FAMILY LOTS	6.88	56
POND	1.01@NWL	8
RECREATION AREA	1.88	16
OTHER OPEN SPACE	2.42	20
TOTAL	**12.196**	**100**

OPEN SPACE (AC.)

LAND USE	AREA (AC.)	%OF TOTAL	% OF OPEN SPACE
YARDS AND R.O.W.	3.66	30%	100%
RECREATION AREA	1.88	16%	0%
TOTAL	**5.54**	**46%**	**100%**

DENSITY

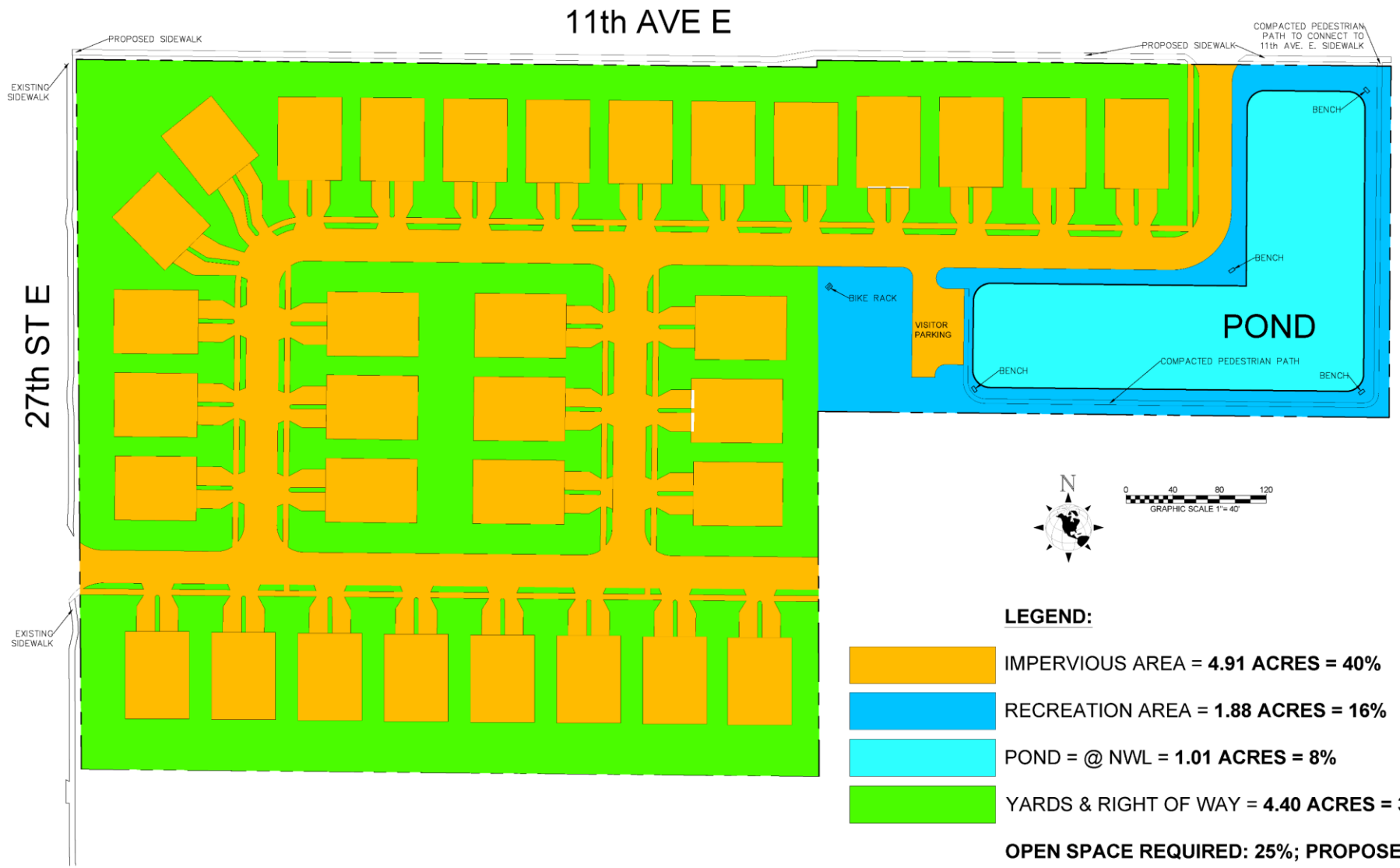
RESIDENTIAL UNITS	66
GROSS AREA (AC.)	12.196
NET AREA (AC.)	6.88
GROSS DENSITY (UNIT/AC)	5.41
NET DENSITY (UNIT/AC.)	9.59

LOT SETBACKS

TYPE	FRONT	SIDE	REAR
MIN. HOME SETBACK	20', (15' 2nd)	8' /0' (WHEN ATTACHED)	10'
MIN. ASSY. SETBACK	20'	5'	5'

Section 3.4.1.3.a Additional PDP standards

i. Density
ii. Open Space
iii. Recreation Area
iv. Parking
v. Building Setbacks
vi. Buffers
vii. Accessory Structures
viii. Neighborhood Activity Center



LEGEND:

IMPERVIOUS AREA = **4.91 ACRES = 40%**

RECREATION AREA = **1.88 ACRES = 16%**

POND = @ NWL = **1.01 ACRES = 8%**

YARDS & RIGHT OF WAY = **4.40 ACRES = 36%**

OPEN SPACE REQUIRED: 25%; PROPOSED 36%

NO.	DATE	REVISION DESCRIPTION	BY

MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A. 28780 941-444-6644 www.morrisengineering.net

DATE 12-18-2023
PROJECT JCE
DRAWING OPEN SPACE EXHIBIT
DRAWN GHF CHECKED MJM

OPEN SPACE EXHIBIT
Jordan Creek East
CITY OF BRADENTON, FLORIDA

SCALE 1" = 40'
SEC.-TSP.-RNG. 32-34S-18E
SHEET 1 OF 1

MATTHEW J. MORRIS FL LICENSE NO. 68434

Z:\Jobs\Jordan Creek East_Engineering\Exhibits\Open Space.dwg, 1/3/2024 3:19:47 PM, DWG To PDF.pc3

Section 3.4.1.3.a Additional PDP standards

i. Density

ii. Open Space

iii. Recreation Area

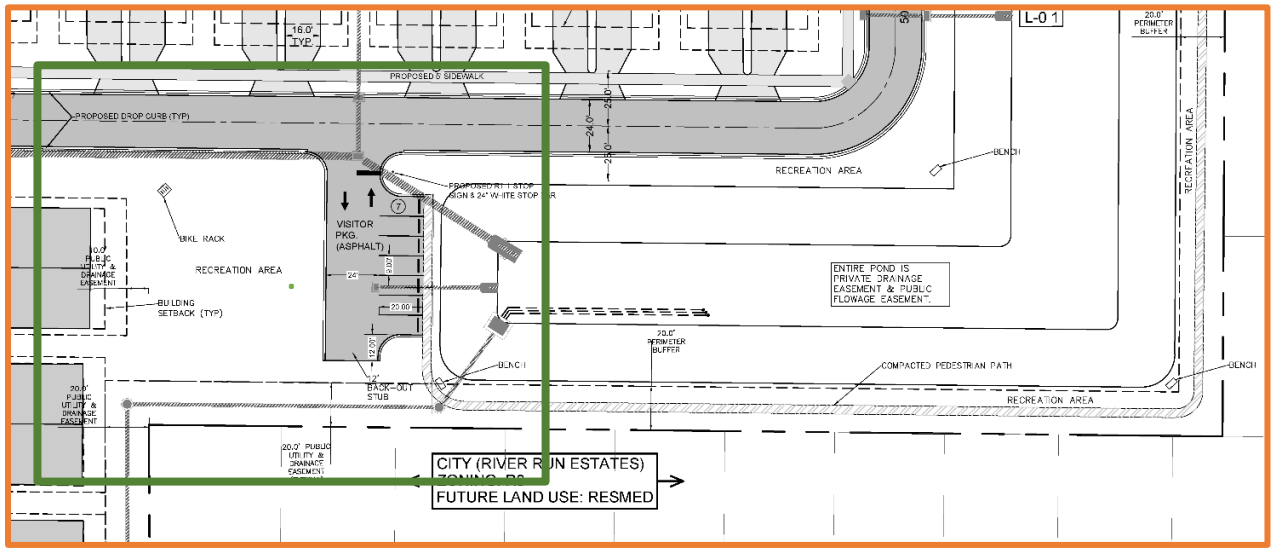
iv. Parking

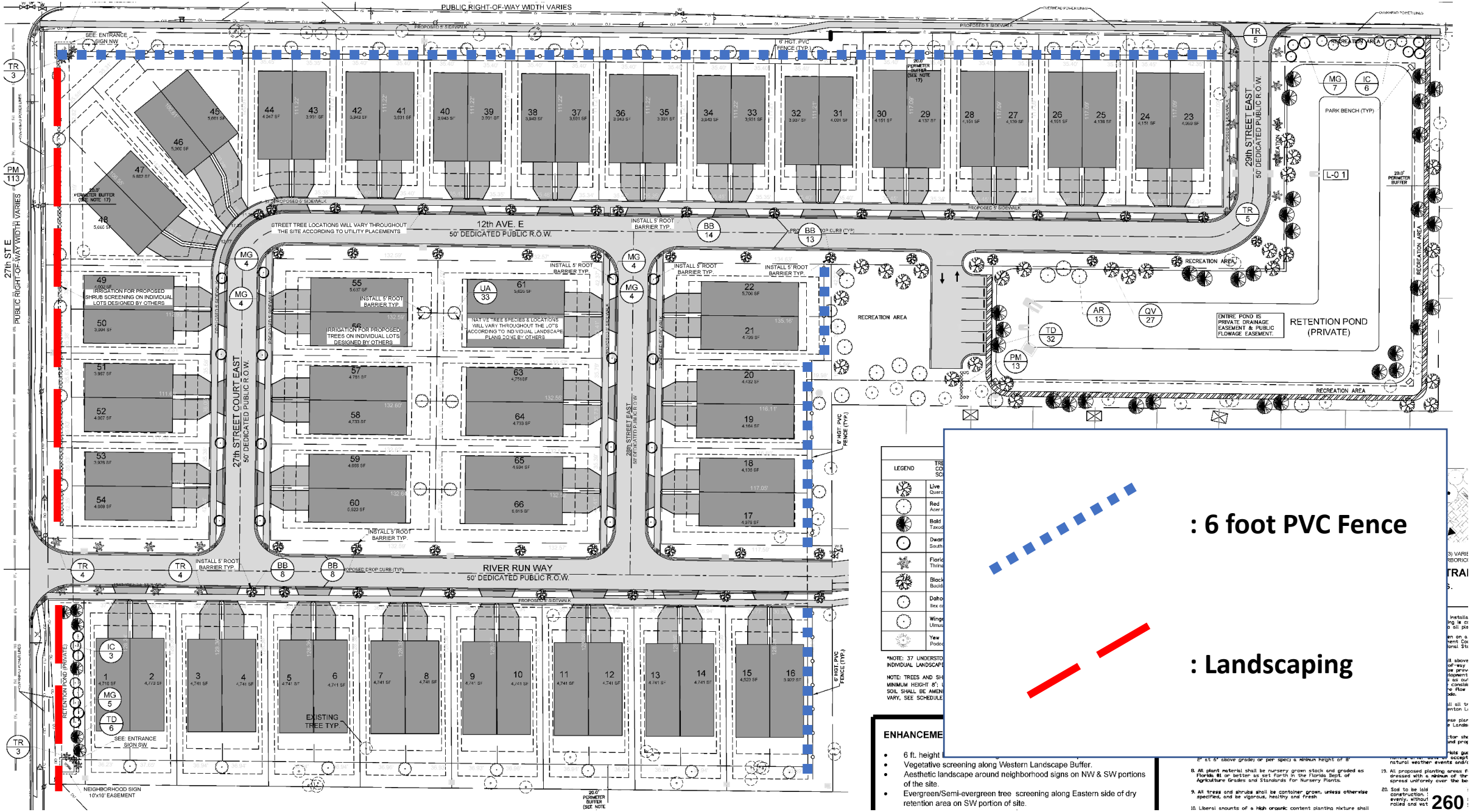
v. Building Setbacks

vi. Buffers

vii. Accessory Structures

viii. Neighborhood Activity Center




PUBLIC RIGHT-OF-WAY WIDTH VARIES
27th ST E
PUBLIC RIGHT-OF-WAY WIDTH VARIES
12th AVE. E
50' DEDICATED PUBLIC R.O.W.
27th STREET COURT EAST
50' DEDICATED PUBLIC R.O.W.
29th STREET EAST
50' DEDICATED PUBLIC R.O.W.
RIVER RUN WAY
50' DEDICATED PUBLIC R.O.W.
RETENTION POND (PRIVATE)
PARK BENCH (TYP)
RECREATION AREA
L-0 1
ENTIRE POND IS PRIVATE DRAINAGE EASEMENT & PUBLIC FLOWAGE EASEMENT.
STREET TREE LOCATIONS WILL VARY THROUGHOUT THE SITE ACCORDING TO UTILITY PLACEMENTS
IRRIGATION FOR PROPOSED SHRUB SCREENING ON INDIVIDUAL LOTS DESIGNED BY OTHERS
IRRIGATION FOR PROPOSED TREES ON INDIVIDUAL LOTS DESIGNED BY OTHERS
NATIVE TREE SPECIES & LOCATIONS WILL VARY THROUGHOUT THE LOTS ACCORDING TO INDIVIDUAL LANDSCAPE PLANS DONE BY OTHERS
INSTALL 5' ROOT BARRIER TYP.
6' HGT. PVC FENCE (TYP.)
20.0' PERIMETER BUFFER (SEE NOTE 17)
PROPOSED 5' SIDEWALK
PROPOSED DROP CURB (TYP)
EXISTING TREE TYP.
SEE: ENTRANCE SIGN NW
SEE: ENTRANCE SIGN SW
NEIGHBORHOOD SIGN 10'x10' EASEMENT
LEGEND
: 6 foot PVC Fence
: Landscaping
ENHANCEME
6 ft. height
Vegetative screening along Western Landscape Buffer.
Aesthetic landscape around neighborhood signs on NW & SW portions of the site.
Evergreen/Semi-evergreen tree screening along Eastern side of dry retention area on SW portion of site.
260

Section 3.4.1.3.a Additional PDP standards

i. Density

ii. Open Space

iii. Recreation Area

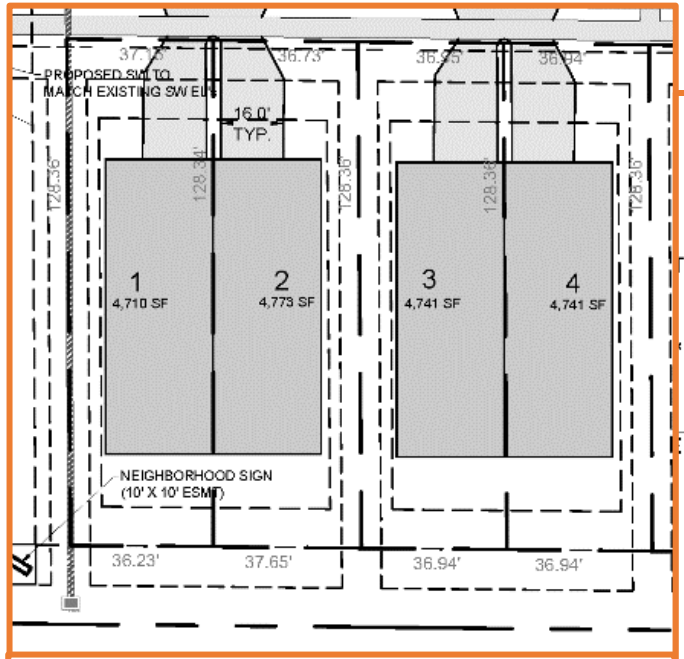
iv. Parking

v. Building Setbacks

vi. Buffers

vii. Accessory Structures

viii. Neighborhood Activity Center



Semidetached Dwellings

RESIDENTIAL DWELLING UNITS	TOTAL LOTS	TOTAL UNITS
SINGLE FAMILY LOTS (40' X 115' TYP.)	66	66

LAND USE AREAS

LAND USE	AREA (AC.)	%OF TOTAL
SINGLE FAMILY LOTS	6.88	56
POND	1.01@NWL	8
RECREATION AREA	1.88	16
OTHER OPEN SPACE	2.42	20
TOTAL	**12.196**	**100**

OPEN SPACE (AC.)

LAND USE	AREA (AC.)	%OF TOTAL	% OF OPEN SPACE
YARDS AND R.O.W.	3.66	30%	100%
RECREATION AREA	1.88	16%	0%
TOTAL	**5.54**	**46%**	**100%**

DENSITY

RESIDENTIAL UNITS	66
GROSS AREA (AC.)	12.196
NET AREA (AC.)	6.88
GROSS DENSITY (UNIT/AC)	5.41
NET DENSITY (UNIT/AC.)	9.59

LOT SETBACKS

TYPE	FRONT	SIDE	REAR
MIN. HOME SETBACK	20', (15' 2nd)	8' /0' (WHEN ATTACHED)	10'
MIN. ASSY. SETBACK	20'	5'	5'

Recommendations

- Planning Commission met on 12/20/2023 and recommended approval of case PDP.23.4841 with only the following stipulation:
    - **Allow for a reduction in buffer area from 25 feet to 20 feet with enhanced landscaping.**
- Staff recommends approval with the proposed stipulation.

City of Bradenton
Planning and Community Development Department
Planning Commission Public Hearing
December 20, 2023

Staff Report

Case Number:	PDP.23.4841
Applicant:	Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC
Addresses:	1201 27th Street East and 2906 29th Avenue East
Parcel IDs:	1387000050 and 1387200007
Current Zoning:	R-2 (Medium Density Residential)
Future Land Use:	RESMED (Medium Density Residential)
Flood Zone:	AE, X

Surrounding Property Zoning:

Current Zoning:	North: R-2 (Medium Density Residential) South: R-2 (Medium Density Residential) & R-3 (High Density Residential) East: R-2 (Medium Density Residential) & R-3 (High Density Residential) West: T4-R (General Urban Restricted – Transect District)
Future Land Use:	North: RESMED (Medium Density Residential) South: RESMED (Medium Density Residential) East: RESMED (Medium Density Residential) West: RESMED (Medium Density Residential)

Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC has submitted an application for a Zoning Atlas Amendment to rezone properties located at 1201 27th Street East and 2906 29th Avenue East from R-2 (Medium Density Residential) to PDP (Planned Development Project) for the purpose of developing the property with 66 one-family semidetached dwellings, with each dwelling unit on its own individual lot. Based on the submitted application, the subject parcels are approximately a combined 12.19 acres in size.

The proposed project is similar to the Amberly development, which also has the PDP zoning designation.

The Future Land Use of the subject parcels is RESMED, which allows for 10 dwelling units per acre. According to the submitted application materials, the density of the proposed project will be 5.4 units per acre. The submitted application also states that 4.36 acres (30% of the development) will be open space with a pond, a bench, a bike rack and a compacted pedestrian path around the pond. Perimeter landscaping is also proposed.

The City's Land Use Regulations (LUR) do not permit one-family semidetached dwellings under standard zoning districts. A rezoning to Planned Development Project (PDP) is the only available option at this time for this housing type.

PDP zoning is the established process in the LUR for developers who desire alternative site design to the City's conventional zoning. As shown below, there is little variation in the lot width and setback requirements for single, two, and multi-family development:

SCHEDULE 3.2.2.1. DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS

STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units [9]		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET [6][8]					
One dwelling unit	75	60	50	50	35
Two dwelling units [9]		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS [1] IN FEET					
Principal building					
front [2][8]	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences [7]					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT [3] IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET [4]					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE [5]	50%	60%	70%	70%	70%

The PDP standards are designed to allow developers flexibility in designing higher quality, more innovative projects that may not otherwise be permitted in the LUR. Preservation of environmentally-sensitive lands, the creation of green space, and innovative design is highly encouraged. Applications that do not meet the minimum PDP standards as listed in the LUR must provide justification as to why the standards cannot be met. Through the public hearing process, the City may impose stipulations to overcome any design shortfalls.

The following table is a breakdown of the Dimensional Standards of the proposed PDP.

PDP Dimensional Standards		Special Notes
Minimum Lot Size	4,635 sq. ft.	
Minimum Lot Depth	130.44’	
Minimum Lot Width	35.34’	
Minimum Front Yard Setback (Primary Structure)	20’	
Minimum Secondary Front Yard Setback (Primary Structure)	15’	
Minimum Side Yard Setback (Primary Structure)	0’ where units are attached; 8’ where units are detached	
Minimum Rear Yard Setback (Primary Structure)	10’	
Minimum Front Yard Setback (Accessory Structure)	20’	
Minimum Side Yard Setback (Accessory Structure)	5’	
Minimum Rear Yard Setback (Accessory Structure)	5’	
Maximum Impervious Surface Area (ISA) Per Lot	60%	**Needs to be added to the PDP sheet 6, currently only in written response. Additionally, many lots appear to exceed 60% ISA.**
Maximum Building Height	35’	**Needs to be added to the PDP sheet 6, currently only in written response.**

Section 3.4.1.3.a of the LUR establishes the minimum design standards for Residential PDPs. The standards are designed to enhance PDP projects above and beyond the minimum conventional subdivision standards.

In review of the standards under 3.4.1.3.a, it appears that the subject application does not meet all of the required standards. The Planning Commission and City Council may wish to have a discussion with the applicant about means to accomplish meeting the standards. Standards that do not appear to be met are following and shown bold and italicized:

Section 3.4.1.3.a *Additional PDP standards*. This subsection sets forth required standards for primary use-oriented developments, as follows:

i. *Density.* The number of units per acre shall not exceed the maximum as allowed by the future land use map and related policies of the comprehensive plan. If the project is in a residential district (not a PDP zone) the density shall not exceed the density allowed in that land use atlas district. Acreage for density calculations shall not include areas within the Conservation district. Maximum density is not guaranteed for any proposed PDP, however, the quality of design, contribution to public facilities, open space and recreation, preservation of resources, and compatibility of the proposed development will be evaluated in order to recommend maximum density.

   Staff Response: The proposed development is under the maximum allowable density per acre. The Comprehensive Plan states the development can be up to 10 units per acre, while the proposed development is at 5.4 units per acre.

ii. *Open space.* Excluding roadways, parking areas, private yards, landscaped areas less than 250 square feet, and stormwater retention areas, open space shall make up a minimum of 25 percent of the site area. Open space may be in the form of recreation fields, courses, or fairways, pedestrian or bicycle paths or walkways, or landscaped common areas greater than 250 square feet each. In some cases, private yards designated as non-disturbed buffers or conservation easements may be eligible for open space calculations. In the Urban Core and Urban Central Business district, the open space requirement may be reduced or eliminated when the quality of the design justifies a reduction or elimination.

   Staff Response: According to the submitted plans, the proposed development contains 30% open space, while the

minimum required by the LURs is 25%. Based on the submitted application materials, the applicant is proposing a bench, a bike rack and a compacted pedestrian path in the open space area. It is unclear based on the drawings if the pond is a retention or detention pond; Sheet 5 lists the pond as dry (detention) and the landscaping plans state the pond as wet (retention). The Commission may wish to get clarification as it affects the open space calculation and the recreational area calculation. Retention ponds do not count in the total open space provided. Detention ponds may be considered part of the recreation area as an "open field" if residents can access the area for recreation.

iii. *Recreation area.* Recreation area shall be provided at a ratio of one acre per 500 residents. In some cases, the PCD director may recommend that recreation area be provided at a ratio of one acre per 200 dwelling units, or more. In no case, shall the minimum recreation area be less than one-half acre, except in the UCBD or PDPs less than two acres in size. To be eligible for credit, a recreation area must include benches, trees, open or grassy areas or fields, pedestrian or bike paths, play or exercise facilities, courses, fairways, or other passive or active recreation facilities, or a combination of such facilities, which may be geared to the type of population served. Higher credit may be given to facilities usable by the general public, as determined by the PCD director. Pedestrian or bike paths designed to meet the recreation standard shall be in specifically designated corridors. No recreational credit will be given to required sidewalks along roadways except for specially-designed, incidental connection points.

Staff Response: Based on the proposed number of dwelling units, the development is required to have a recreation area of at least ½ acre (21,780 sq. ft.). On Sheet 6 of the submitted materials, the applicant has provided a calculation that combines the open space and recreational space. Clarification is needed regarding the size of the recreation area (area[s that] include benches, trees, open or grassy areas or fields, pedestrian or bike paths, play or exercise facilities, courses, fairways, or other passive or active recreation facilities). In addition, there is a discrepancy in the Open Space Table on Sheet 6 where the percentage is listed as 30% and 36%. The Planning Commission and City Council may also wish to consider adding more amenities such as additional benches around the pond area.

iv. *Parking*. Two per dwelling unit plus one per ten units for visitor parking. On-street parking may be counted toward the required visitor parking only. In proposed developments of 50 units or more, parking spaces shall be provided at the recreation area in a ratio of one space per ten dwelling units. In some cases, the applicant may recommend more or less parking than required by these standards, however, such designs must be qualified and quantified by quality of design, empirical data, or emerging trends.

Staff Response: Because the proposed development contains greater than 50 units, visitor parking is required to be located at the recreation area at a ratio of one space per ten dwelling units. At 66 units, six spaces are required. The applicant is showing seven additional spaces at a size of 9′ x 19′. The LUR require spaces to be 9′ x 20′. The Planning Commission and City Council may wish to also verify the surface material for the parking lot.

v. *Building setbacks*. The following setbacks for buildings are typically required, unless otherwise stipulated in the PDP approval for projects proposed outside the Urban Core, Urban Central Business district and Urban Village districts: Building setbacks for two-story buildings shall be: Thirty-five feet from any project property line which is also a street frontage, 50 feet from a major collector or arterial road as defined in subsection 4.1.3, and 15 feet from an interior private road.

Staff Response: The proposed development meets the required minimal setbacks as the minimum front yard setback is 20′ and the secondary front yard is 15′.

vi. *Buffers*. A landscaped, well-designed perimeter buffer with a minimum or oscillating width of 25 feet from all property lines is required for all proposed residential PDPs; unless otherwise stipulated in the PDP approval.

Staff Response*: *The proposed plans show a 25′ landscape buffer around the development with landscaping and a 6′ high privacy fence along 11th Avenue East. The fence is not continued along 27th Street East. The Planning Commission and City Council may wish to have a discussion with the applicant about the installation of fencing versus landscaping. Additionally, staff needs clarification regarding fence regulations for the project: what kind of fencing will be

permissible in individual yards? This should be shown on the PDP plans even if only in a note.

vii. *Accessory structures*. Accessory structures may be approved as part of the proposed PDP based upon subsection 5.1.2 (Accessory structures, residential buildings), as found appropriate by the approving body.

Staff Response: While the submitted application provides setbacks for accessory structures, the Planning Commission and City Council may wish to have a discussion with the applicant about the type of accessory structures the applicant expects to be constructed on the lots, since the lots are small in size. Types, sizes and materials of accessory structures should be listed on the PDP plans to guide staff in future approvals.

viii. *Neighborhood activity center.* A neighborhood activity center consisting of light retail, restaurants, personal services, office, and other similar neighborhood types of activities may be proposed as a compact, defined area limited to one acre or five percent of the overall development. While no specific standards are suggested in order to allow innovation in design, a proposed neighborhood activity center will be evaluated for its physical design including types of uses proposed, pedestrian connectivity with the surrounding residential components, landscaping, and overall feasibility.

Staff Response: The applicant is not proposing the construction of a neighborhood activity center.

While the proposed request is the first part of the PDP process (Preliminary), it is also associated with case SP.23.4843 which is the Preliminary Plat for the subject properties. Without rezoning the properties to PDP, the proposed Preliminary Plat cannot move forward as the current zoning does not permit one-family semidetached dwellings.

Land Use Regulations:

3.1.3 *Special land use districts and overlays.* The following land use districts and overlays are intended to provide additional standards conducive to their suggested themes, design standards, or geographical locations. Their boundaries are delineated on the land use atlas.

PDP*/Planned Development Project.* This district is designed to permit the development of planned complexes of structures and uses where compatible with existing surrounding land uses and is intended for undeveloped parcels of land or those proposed for redevelopment.

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City:

"3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

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

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

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

3.4.1 *Planned development projects (PDP).* The PDP standards in this section are geared to allowing developers maximum flexibility in designing higher quality, more innovative projects that might not otherwise be permitted through these LURs. Preservation of environmentally-sensitive

lands, creation of green space, and innovative design is highly encouraged. Interactive community design is also encouraged.

PDP review and approval is required for:

- Any project or new construction in a PDP district, unless the new construction is considered a minor amendment to a previously approved PDP site plan;
- Any project involving more than 200 linear feet of land below the two-foot contour line, pursuant to subsection 3.4.4.
- A subdivision that does not meet the subdivision requirements of section 4.2.
- To be eligible for PDP consideration, the proposed development should:

    - Be at least one acre in total area, unless the PCD director has determined that a smaller property could provide a beneficial contribution to the city or surrounding neighborhood. More than one lot of record may be proposed as part of a PDP, including non-contiguous lots of record within the same comprehensive plan neighborhood, subject to PCD approval.
    - Generally exceed the standards contained in the LURs, and not merely circumvent them. The applicant agrees that additional standards may be required as part of the approval process. Any PDP proposing a reduction of required standards must include findings provided by the applicant for justifying the reductions.
    - Be reviewed by the PCD director, public works and fire departments as part of a pre-application meeting, to discuss the concept of the proposed development and the procedural requirements of these LURs. The applicant must provide a conceptual site plan showing the subject property, its relationship to the surrounding properties, and the general development scheme.

Approval of the preliminary plan and reservation of capacity in public facilities shall be valid for two years. The plans submitted with this application shall be considered preliminary; the criteria in subsection 3.4.1 shall be used to determine if a proposed preliminary site plan amendment is minor or major.

Summary and Recommendation:

Staff recommends approval of the proposed Zoning Atlas Amendment (rezoning) with the following stipulations. Please note that additional

stipulations may be recommended by the Planning Commission and/or imposed by City Council to enhance the proposed project.

1. Prior to City Council review, all plans shall be updated for consistency and resubmitted at least 14 days prior to City Council 1st reading.
2. On Sheet 6 of the PDP plans, update side yard setback dimension for primary structures so it states: 0' side yard setback where primary units are attached
3. On Sheet 6 of the PDP plans, provide maximum impervious surface calculation.
4. On Sheet 6 of the PDP plans, parking spaces to be dimensioned at 9' x 20' and parking surface material type labeled.
5. On Sheet 6 of the PDP plans, list the type, materials and sizes of all allowable accessory structures.
6. On Sheet 6 of the PDP plans, list the type of fencing allowed to be used, if applicable.

Respectfully submitted,

Jamie Schindewolf
Senior Planner

Gregory J. DeLong
Asst. PCD Director

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Aerial Map

Exhibit E: Proposed Aerial Plan

Exhibit F: Proposed PDP Plan

Exhibit F: Proposed Landscape Plan

Exhibit "A"
Location Map

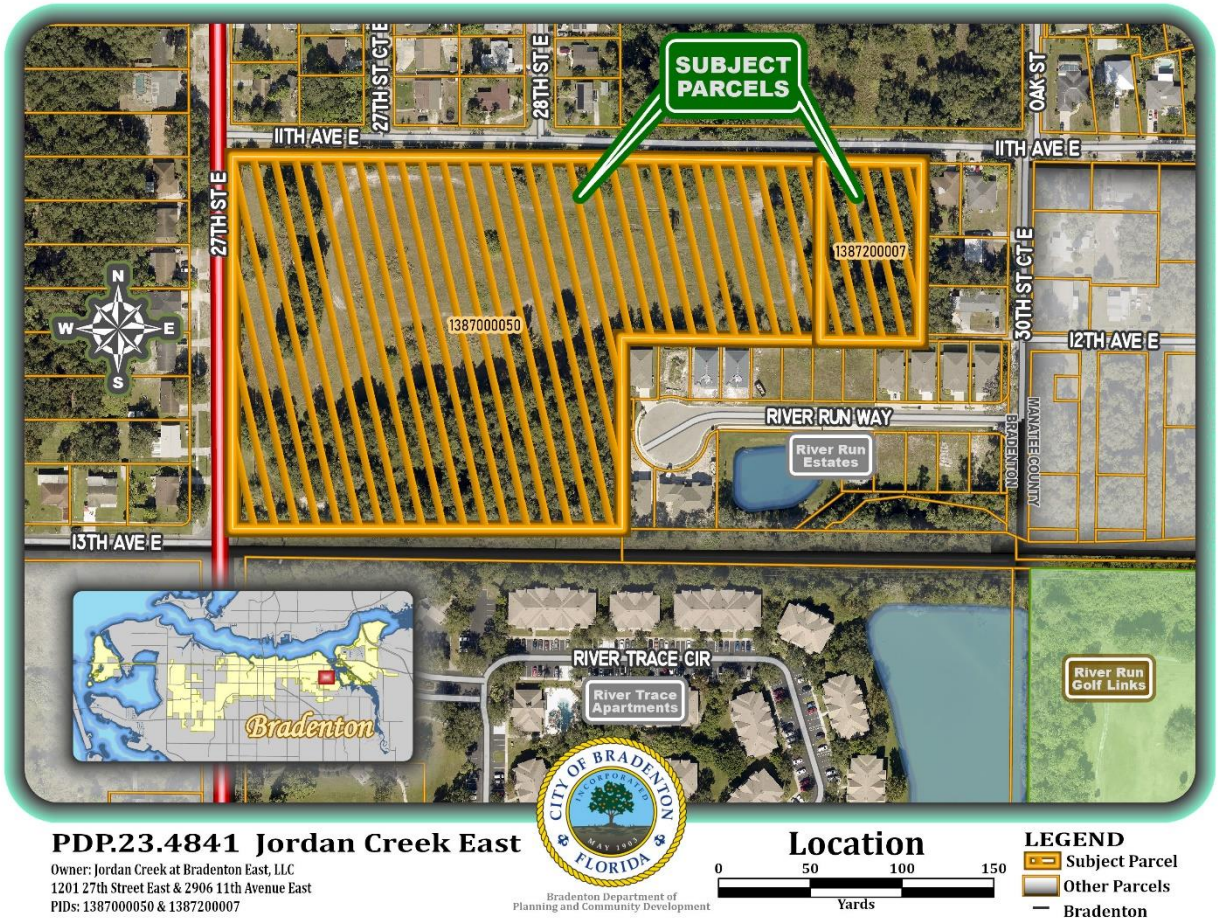


Exhibit "B"
Future Land Use Map

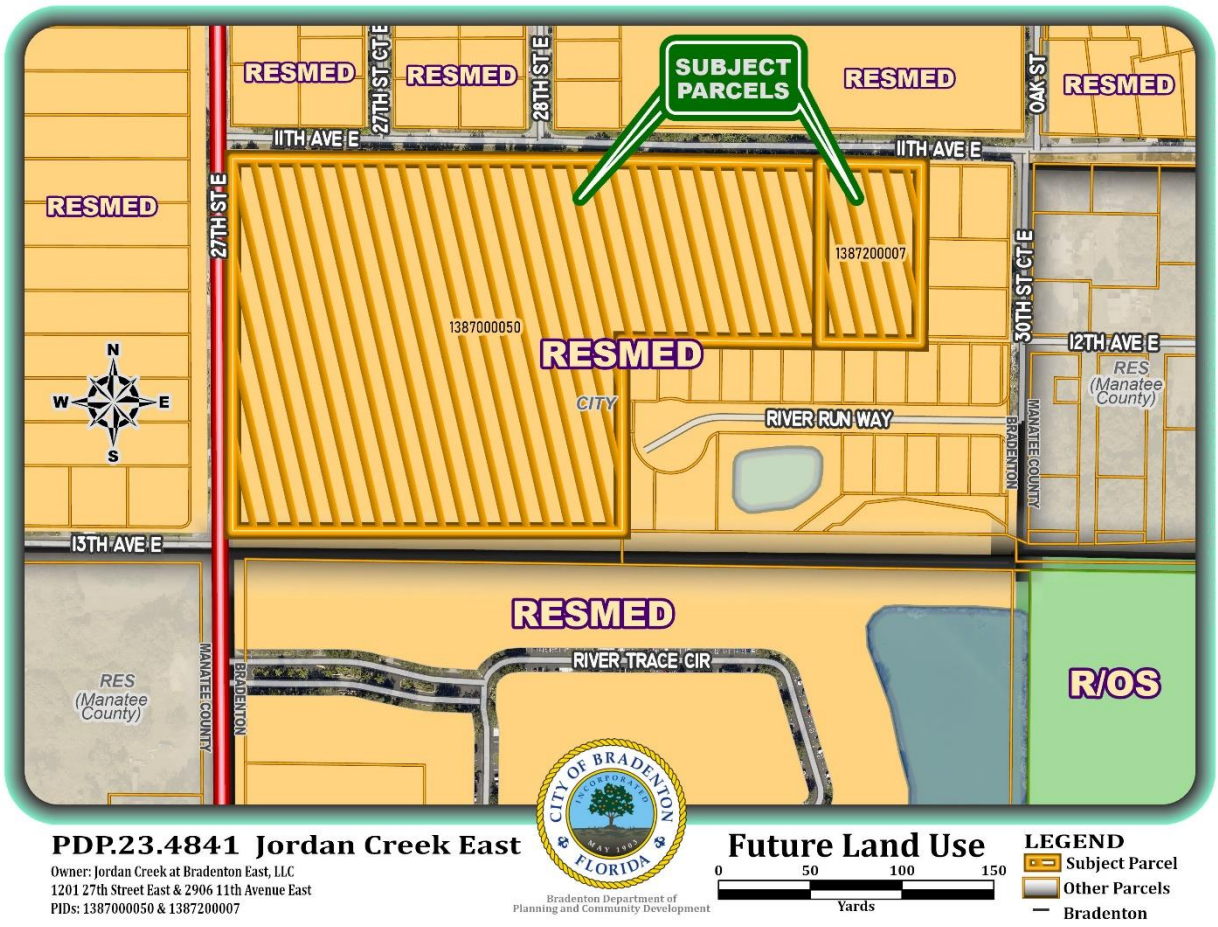


Exhibit "C"
Zoning Map

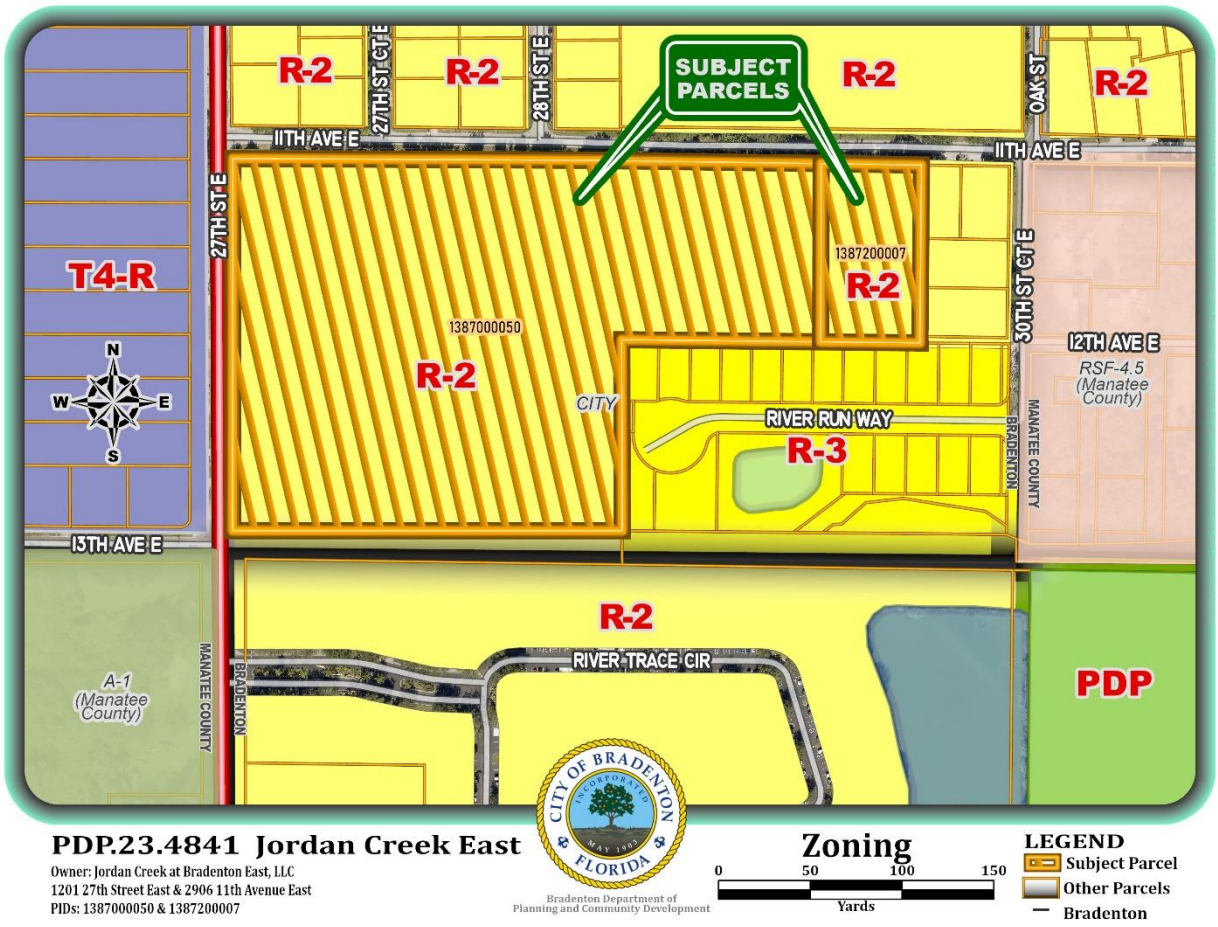


Exhibit "D"
Aerial Map

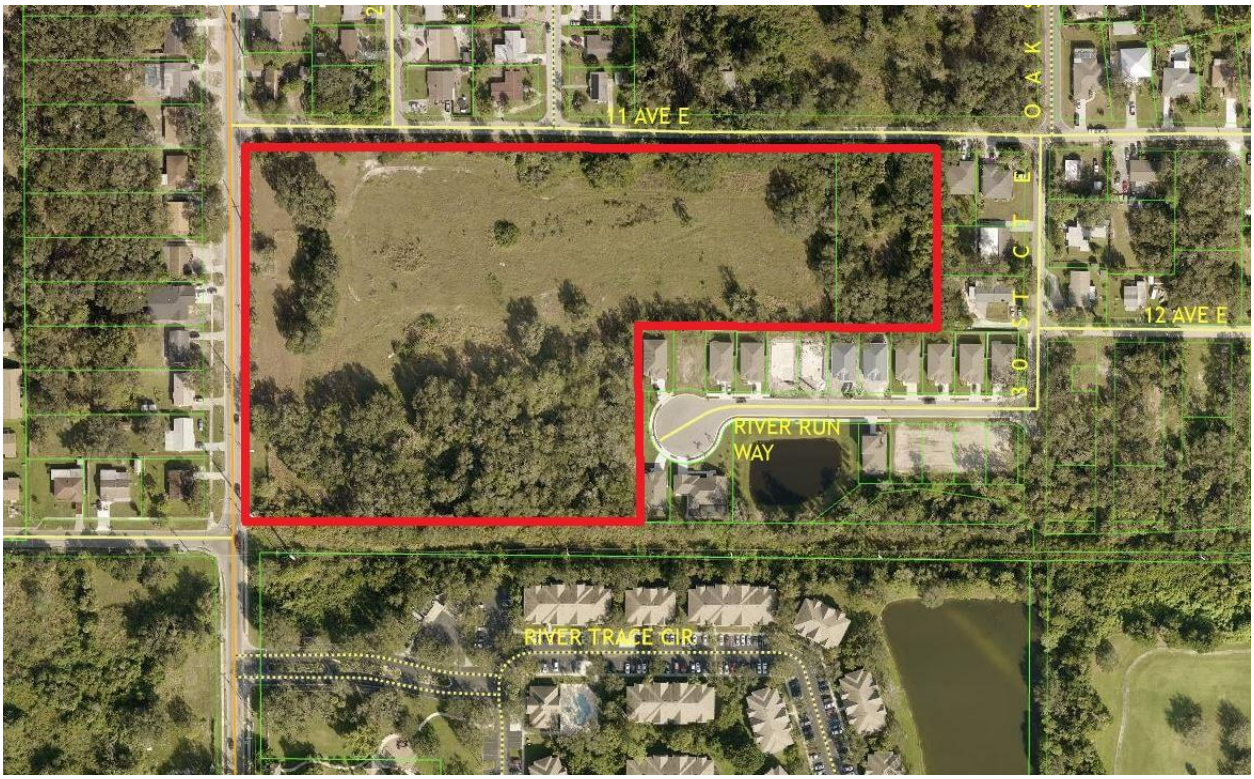


Exhibit "E"
Proposed Aerial Plan

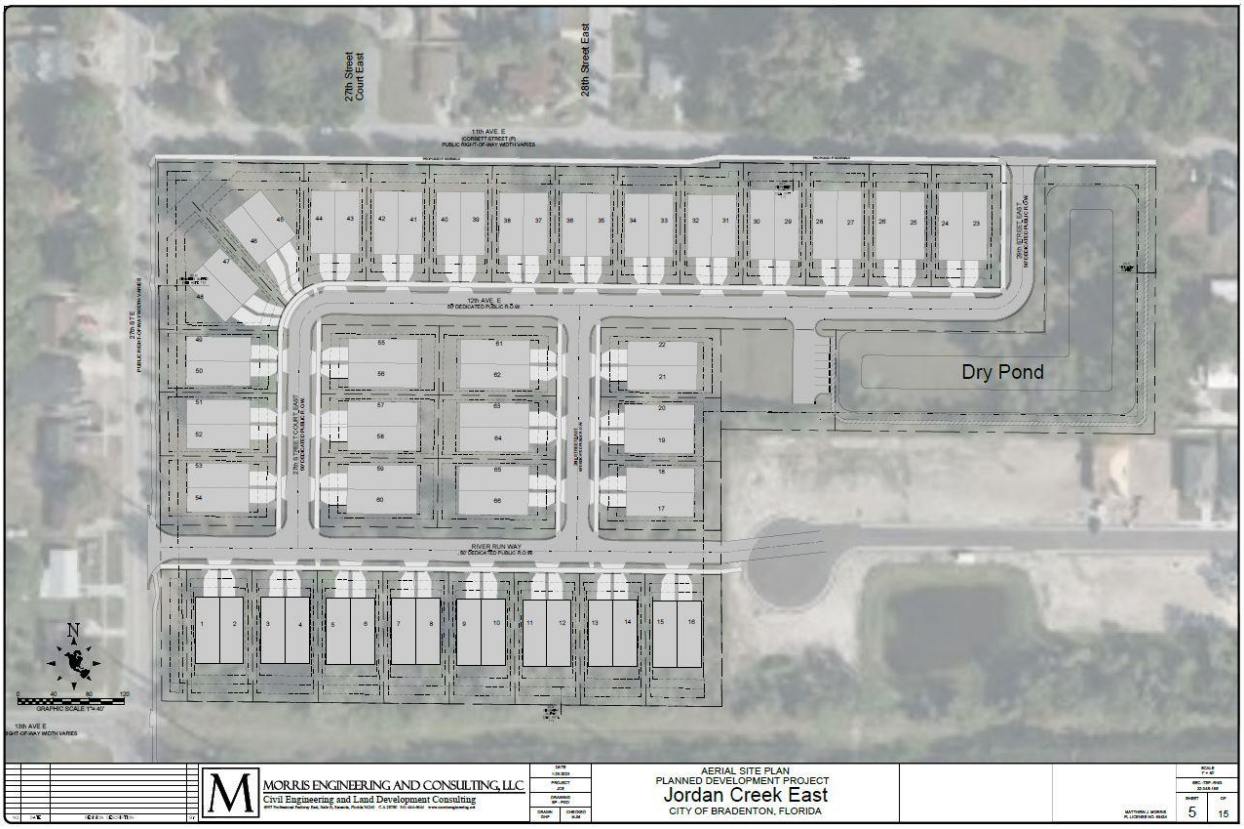


Exhibit "F"
Proposed Planned Development Project (PDP) Plan

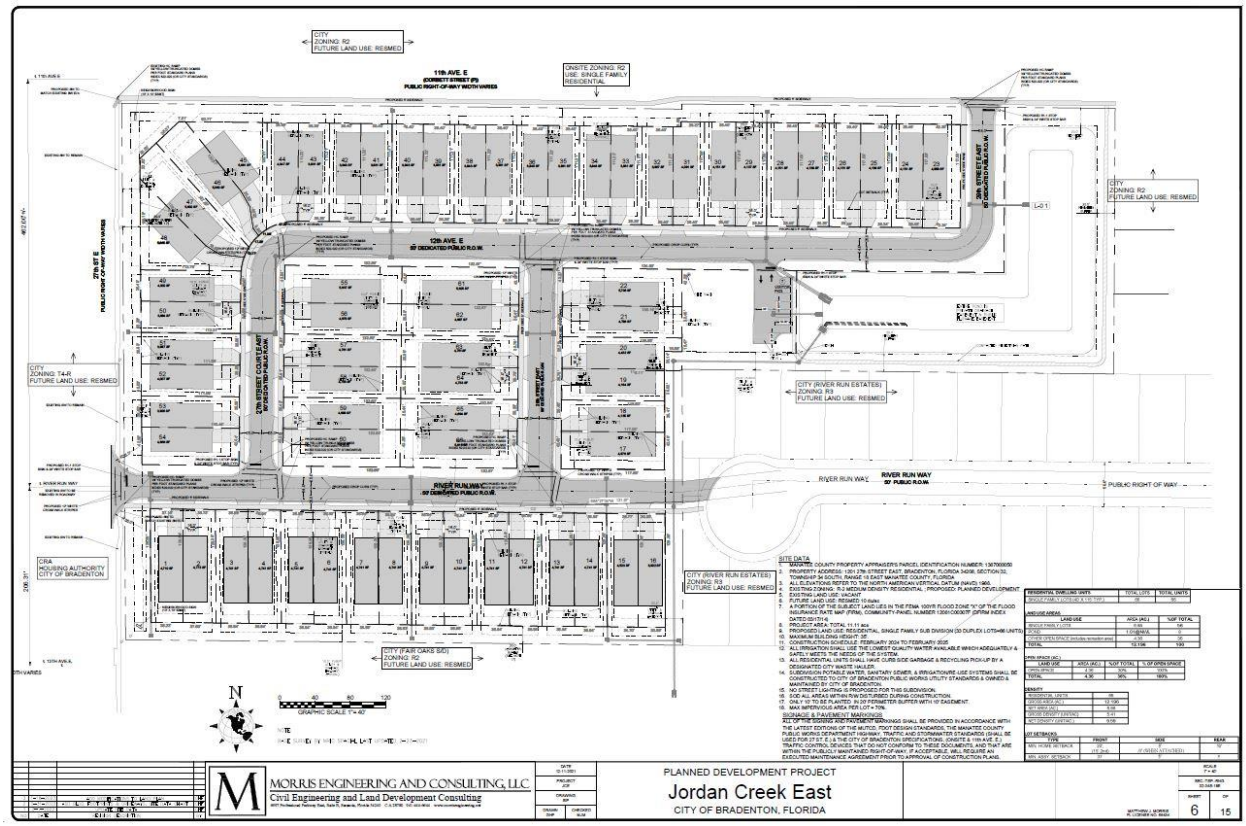
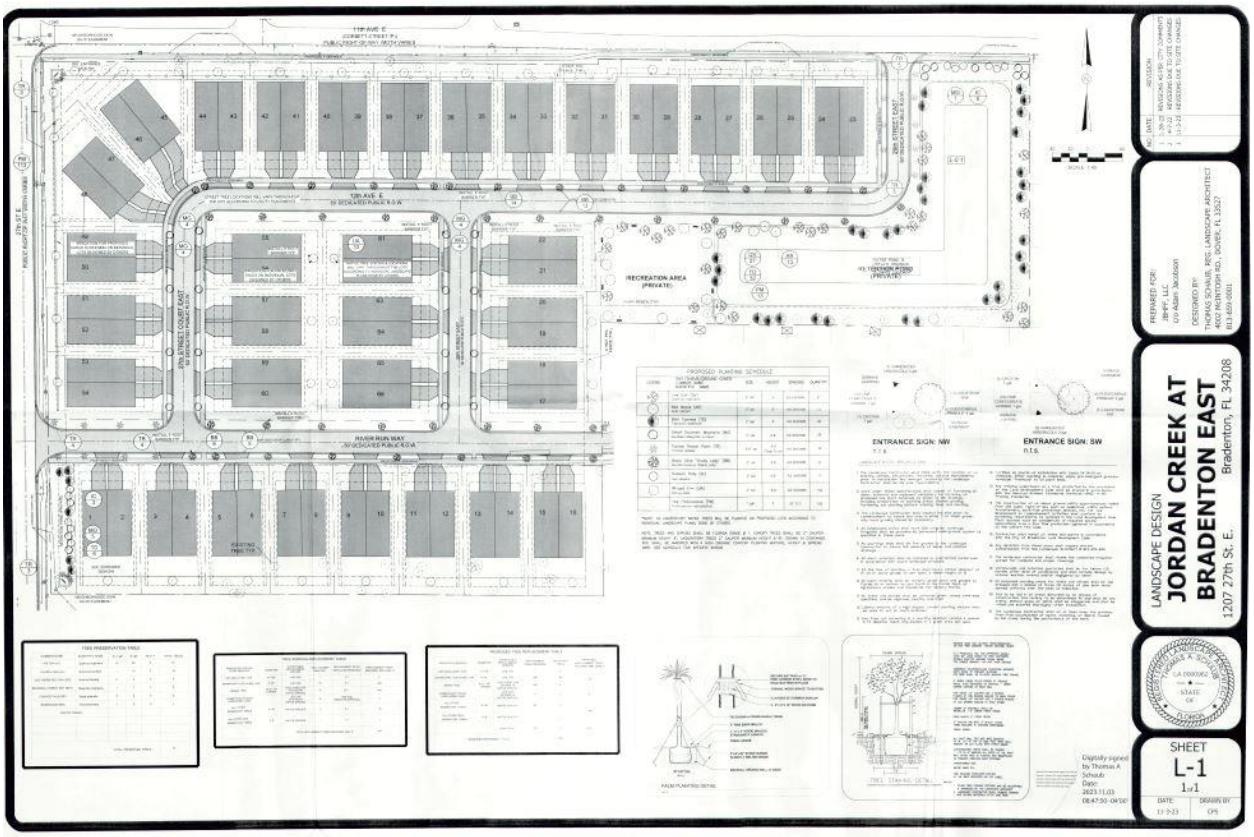


Exhibit "G"
Proposed Landscape Plan



ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
December 20, 2023

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Darin Autrey-Vice Chair, Michael Jones, Michael Neal, Kurt Landefeld, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Asst. Director, Planning and Community Development, Jamie Schindewolf-Sr. Planner, Monica Friedl-City Planner, Lori Brunner-Planning and Community Development Administrative Assistant, David Cronkhite-City Surveyor, Duette Hart-Project Design Specialist.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Roll Call
4. Motion to approve the October 18, 2023 Meeting Minutes by Commissioner Neal, and seconded by Commissioner Green.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

STAFF COMMENT

PCD Assistant Greg DeLong introduced two new staff members.
Duette Hart, Public Works Project Design Specialist and Monica Friedl, City Planner.

AGENDA ITEMS:

1. **Scrivener's Error:** Correct approved resolution number from RES 23-72 to RES 23.2988.

Staff Recommendation: Jamie Schindewolf presented the correction to approve the Resolution which was included in the Commission packets.

Motion: Commissioner Autrey motioned to approve the resolution and Commissioner Neal seconded the motion. Motion passed unanimously.

2. **Ordinance 4024, Case Number RV.23.4299:** Request filed by Yolanda Hart, owner, for a right-of-way vacation for property located at 1130 8th Avenue East (Parcel ID Number 3228500259) in the T4-R (General Urban Restricted) transect zoning district.

Staff Recommendation: Greg DeLong spoke on behalf of the City. He presented a map and a survey of the property. Staff recommends approval.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

3. **Case Number AD.23.4865:** Resolution granting a Form Based Code (FBC) Adjustment for an additional projecting wall sign to be located on the western façade of a building located at 1402 13th Street West (Parcel ID 4436200059) in the T-4O (General Urban Open) transect zoning district. Additional request to exceed the dimensional standards for projecting signs in the T-4O district. Application filed by Framework Group, LLC, agent for Pearl Homes Partnership Eight, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is for a Form Based Code adjustment of a wall sign. Staff recommends approval.

Applicant: Hanna French, Framework Group, 1211 N. Westshore Blvd., Tampa, FL.
No presentation; she stated that staff was very thorough.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve and Commissioner Jones seconded. Motion passed unanimously.

4. **Resolution 24-01, Case Number SU.23.4849:** Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; for property located at 1201 1st Avenue West (Parcel ID Number 3325500001) in the T5 (Urban Center) transect zoning district. Application filed by Amanda Hessein of Rutledge Ecenia, PA, agent for Players Point Hotel, LLC (owner).

Staff Recommendation: Mr. DeLong spoke on behalf of the City. He presented a location map which shows 8 tables with 4 seats each, and the spacing. Staff recommends approval with stipulations listed.

Chair Ben Bakker asked if the tables will be taken in at night. Mr. DeLong discussed briefly with City Attorney Scott Rudacille who stated that there is a conflict concerning this requirement. He asked Nancy Myer, who will check on the requirements and the codes.

DRAFT

Applicant: Nate Greer, representative for Oak & Stone, 5514 Pleasant View Ct., Bradenton, FL. Mr. Greer stated that the tables will be locked to the pavement or brought inside if needed. He discussed spacing for walk-through and will comply with the requirements.

The Commissioners discussed traffic and planters, as well as spacing measurements.

Mr. DeLong stated that tables need to be out of sight after hours.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Landefeld motioned to approved with the identified stipulations. Commissioner Green seconded. Motion passed unanimously.

5. **Ordinance 4027, Case Number PDP.23.4841:** Request filed by Matthew J. Morris P.E. of Morris Engineering & Consulting, LLC for a zoning atlas amendment to rezone properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007) from R-2 (Medium Density Residential) to the PDP (Planned Development Project) zoning district.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. She presented maps and stated that this is a re-zone request. Staff recommends getting updated plans and will follow-up with all concerned. Ms. Schindewolf also stated that they have had some public concerns, but just for information.

Chair Bakker asked about these paired villas, or duplexes, in the code or if it's something new. Robin Singer clarified that these are condo plats and they are looking at ordinances for the future. Commissioner Neal discussed that these are handled like townhouses. Commissioner Autrey asked for clarification of the wall between the units.

Applicant: Kyle Grimes, Grimes Galvano, 1023 Manatee Ave. W., Bradenton, FL, on behalf of the applicant. He stated that Ms. Schindewolf did a good job explaining the re-zoning from R-2 to PDP. It is the same number of units; 66. It also allows individual sales of the units. He introduced Linda Stewart. Linda Stewart, Morris Engineering, 6197 Professional Parkway, Sarasota, FL. Ms. Stewart stated that the parking lot will be asphalt. She went over the site plan and is asking for approval. She also clarified that the ponds are retention.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

DRAFT

Motion: Commissioner Autrey motioned to approve with the stipulation to reduce the buffer from 25 feet to 20 feet. Commissioner Neal seconded. Motion passed unanimously.

6. **Preliminary Subdivision Plat: Case Number SP.23.4843:** Request for Preliminary Plat approval in a Planned Development Project (PDP) zoning district for properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007). Application filed Matthew J. Morris P.E., Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is a request for approval of the preliminary plat; re-zone to PDP. Staff recommends approval.

Applicant: Kyle Grimes, Grimes Galvano, stated that Ms. Schindewolf stated everything that has been covered.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

Discussion Items:
2024 Meeting dates were discussed. (Calendar was in Commission packets).

Motion: Commissioner Neal motioned to approve. Commissioner Green seconded. Motion passed unanimously.

Reports from Special Study Committee: None

Director's Report: Ms. Singer went over the Visioning process. There will be public input starting in February. City Council will attend. The City will put the word out and have a kick-off session. Then there will be a summary and an on-line survey for the expectations for the City. Also, Matt Lewis from Stantec is the primary contact and may be emailing the Commissioners.

Ms. Singer also stated that the Art Center is under way, as well as Riverview 6 and 920.

Mr. DeLong discussed the Commissioner packets and giving better quality to the Commissioners. They will be moved to one month instead of 3 weeks.
He and his staff will also be working on some special projects.

DRAFT

Adjournment: The meeting adjourned at 3:14 p.m.

Ben Bakker, Chair

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

DRAFT

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Miscellaneous

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

SUBJECT: **Quasi-Judicial:** FINAL ORDER APPROVING PRELIMINARY SUBDIVISION PLAT SU.23.4843 - PUBLIC HEARING
FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON APPROVING A PRELIMINARY SUBDIVIDSION PLAT NO. SP.23.4843 FOR A SUBDIVISION PLAT IN A PLANNED DEVELOPMENT PROJECT (PDP) ZONING DISTRICT FOR A +/- 12.19 ACRE PARCEL LOCATED AT 1201 27TH STREET EAST AND 2906 11TH AVENUE EAST, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval of the Final Order for Case SU.23.4843.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant is requesting preliminary plat approval of a subdivision comprised of 66 lots with 66 single family semidetached dwellings on an approximately 12.19-acre site located at 1207 27th Street East and 2906 11th Avenue East.

The plat also encompasses delineations for private drainage easements, and a private recreation area. A rezoning application to Planned Development (Ord. 4027) has been filed along with the preliminary plat. Future Land Use Category is Medium Density Residential, with a base density of ten dwelling units per acre. The site is within flood zone X and AE.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Final Order, Preliminary Subdivision Plat: Case No. SU.23.4843.

ATTACHMENTS:
Case SU.23.4843 - Final Order
Case SU.23.4843 - Application
Case SU.23.4843 - Staff Report
Case SU.23.4843 - School Report
Case SU.23.4843 - Presentation
Planning Commission Draft Minutes 12/20/2023

FINAL ORDER
PRELIMINARY SUBDIVISION PLAT. SP.23.4843

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON APPROVING A PRELIMINARY SUBDIVIDSION PLAT NO. SP.23.4843 FOR A SUBDIVISION PLAT IN A PLANNED DEVELOPMENT PROJECT (PDP) ZONING DISTRICT FOR A +/- 12.19 ACRE PARCEL LOCATED AT 1201 27TH STREET EAST AND 2906 11TH AVENUE EAST, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jordan Creek at Bradenton East, LLC ("Property Owner" or "Applicant") owns the property located at 1201 27th Street East and 2906 11th Avenue East, Bradenton, Florida, more particularly described in Exhibit "A" (collectively, the "Property"), and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 2.2.11.b, identifies requirements for subdivision plat review; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 4.2.1, identifies design standards for preliminary subdivision plats; and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Medium Density Residential; and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under Planned Development Project (PDP) zoning; and

WHEREAS, the Property Owner submitted an application for a Preliminary Subdivision Plat comprised of sixty-six (66) attached single family lots, new streets, infrastructure, and easements; as depicted on the attached Exhibit "B" ("the Project"); and

WHEREAS, the Planning Commission held a noticed public hearing on December 20, 2023, at which the Board received testimony and evidence from the Applicant and City Planning staff and members of the public in attendance; and

WHEREAS, the City Council held a noticed public hearing on January 24, 2024 at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.

b. The Property Owner is requesting approval of a Preliminary Subdivision Plat to develop sixty-six (66) attached single family lots, new streets, infrastructure, and easements; as depicted on the Preliminary Subdivision Plat attached as Exhibit "B" ("the Project"); and

c. The City's professional staff determined that the Project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The Planning Commission, which is designated as the local planning agency, determined that the Project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

e. The Project as proposed meets the requirements of Section 2.2.11.b. of the Land Use Regulations, having submitted projections of impacts of the subdivision upon roadways, sewer and water, and public drainage for the purpose of concurrency review.

f. The Project as proposed meets Section 4.2 of the Land Use Regulations, as further described below.

1. The size and location of the parcels allow for development of buildings that meet or exceed the dimensional requirements of Land Use Regulations Schedule 3.2.2.1.
2. The plat provides for the creation of three local streets, 12th Avenue East, 28th Street East, and River Run Way. The street and infrastructure will be constructed to City of Bradenton standards and will be privately owned. The new local streets will meet the required width of 50 feet.
3. Tree replacement shall be provided in accordance with Section 2.2.3.1 of the Land Use Regulations.
4. Drainage facilities are proposed to meet the Southwest Florida Water Management District specifications.
5. Easements are included to accommodate public utilities, including sewer, water and drainage for each lot in the subdivision. All easements will be recorded with the Final Plat.
6. Sewer and water will be provided by the City. There is adequate capacity to serve the subdivision at this time.

Section 3. Order. Based upon the foregoing, a Preliminary Subdivision Plat is hereby approved and issued for the Property, to allow a Preliminary Subdivision Plat comprised of sixty-six (66) attached single family lots, new streets, infrastructure, and easements, as shown on the Preliminary Subdivision Plat attached hereto as Exhibit "B".

Section 4. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes

actions that result in a violation of state or federal law. The Applicant must obtain all applicable state and federal permits before commencing development or use.

Section 5. Severability. In the event that any portion or section of this Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Preliminary Subdivision Plat which shall remain in full force and effect.

Section 6. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 24th DAY OF JANUARY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

EXHIBIT A

Parcel 1

Lots 1 through 14, Block 5, SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, as per plat thereof recorded in Plat Book 2, Page 144, of the Public Records of Manatee County, Florida. Also the West 1/2 of vacated 6th Street lying between Blocks 5 and 6 of South Braden Castle Camp Addition To Manatee, Florida, as per plat thereof recorded in Plat Book 2, Page 144, as described in Resolution 87-49 in Official Records Book 1194, Page 1435, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at the Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of Block 4, of said SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence S.89°24'24"E., a distance of 40.00 feet to the Northwest corner of aforesaid Block 5, said point being the POINT OF BEGINNING; thence along aforesaid South right-of-way line of 11TH AVENUE EAST (CORBETT STREET PER PLAT), S.89°24'24"E., a distance of 144.39 feet to the Northeast corner of aforesaid Block 5; thence along the centerline of aforesaid vacated 6TH Street, S.00°18'10"W., a distance of 280.46 feet to the southeast corner of aforesaid Block 5; thence along the North right-of-way line of JACKSON STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.89°23'01"W., a distance of 144.39 feet to the Southwest corner of aforesaid Block 5; thence along the East right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.00°18'10"E., a distance of 280.40 feet to the POINT OF BEGINNING.

Parcel 2

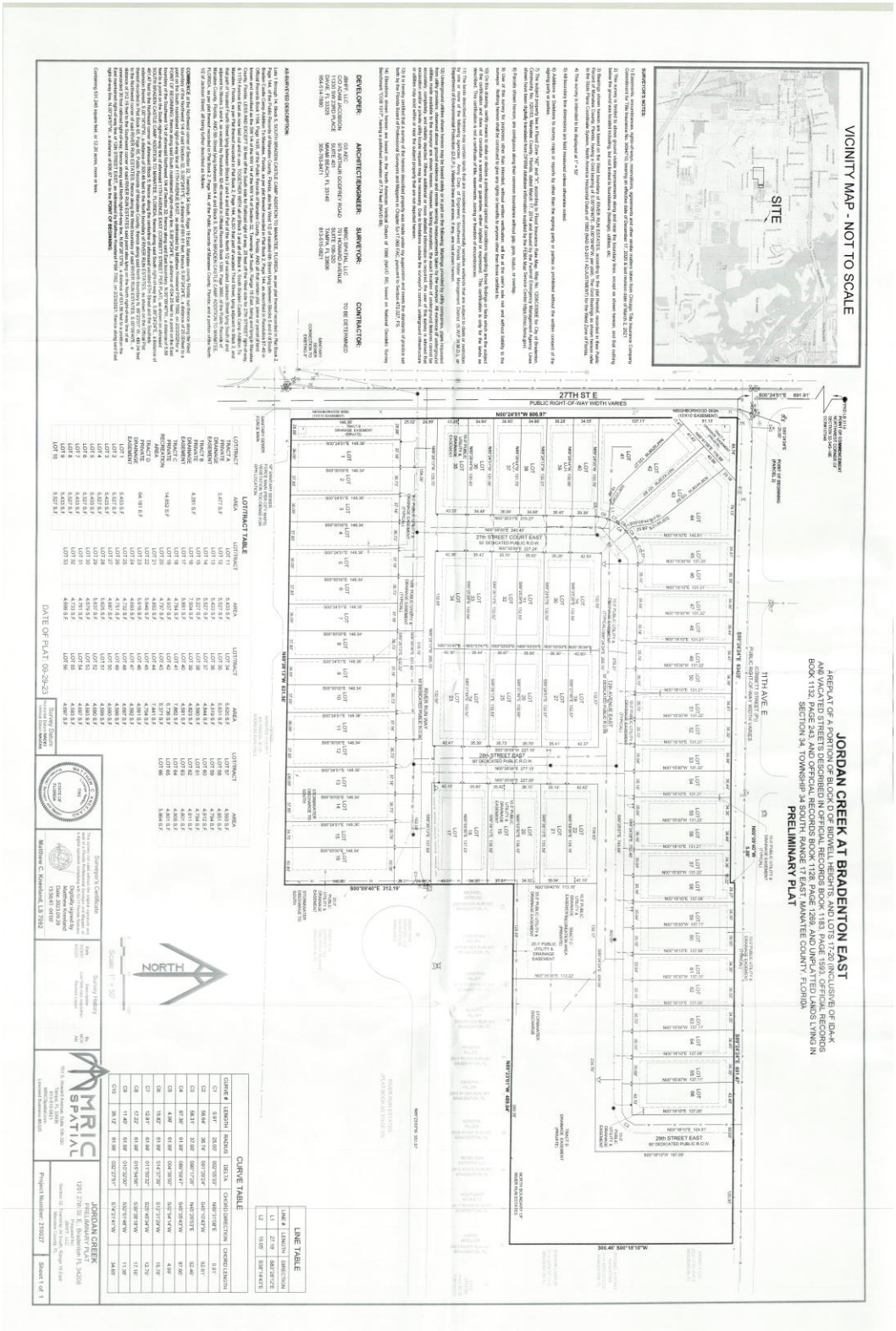
All that certain plat, piece or parcel of land known and described as the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 32, Township 34 South, Range 18 East, being and lying in Manatee County, Florida, LESS AND EXCEPT 30 feet off the South side for Railroad right of way, 25 feet off the West side for 27th STREET right-of-way, & 11TH Avenue East as now laid out and in use. TOGETHER WITH all of Block 3 and all of Block 4, South Braden Castle Camp Addition To Manatee, Florida, as per Plat thereof recorded In Plat Book 2, Page 144, ALSO that part of vacated Third Street, lying adjacent to Block 3, and that part of Vacated Fourth Street lying between Blocks 3 and 4 and that Part of the North 1/2 of vacated Jackson Street lying South of and adjacent to Blocks

3 and 4, as vacated by Resolution 92- 45 recorded in Official Records Book 1389, Page 3660, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021, said point being the POINT OF BEGINNING, thence along said South maintained right-of-way line, S.89° 24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89° 24'24"E., a distance of 307.07 feet to the Northeast corner of aforesaid Block 4; thence along the West right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, S.00°18'10"W., a distance of 300.39 feet to a point on the North boundary of RIVER RUN ESTATES, according the plat thereof, recorded in Plat Book 65, Page 55, of the Public Records of Manatee County, Florida; thence along said North boundary, N.89°23'01"W., a distance of 304.64 feet to the Northwest corner of said RIVER RUN ESTATES; thence along the West boundary of said RIVER RUN ESTATES, S.00°09'40"E., a distance of 312.19 feet to the Southwest corner of said RIVER RUN ESTATES said point also lying on the North right-of-way line of an unrecorded 30 foot railroad right-of-way; thence along said North right-of-way line,
N.89° 26'13"W., a distance of 631.56 feet to a point on the East maintained right-of-way line of 12th STREET EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said East right-of-way line, N.00°24'51"W., a distance of 606.97 feet to the POINT OF BEGINNING.

TOGETHER WITH vacated right of ways for 5th Street and Jackson Street as set forth and more particularly described in Ordinance No. 3085 recorded October 22, 2021 in Instrument # 202141140894.

EXHIBIT B



SP.23.4843 Preliminary Subdivision Plat
Matthew J. Morris, P.E., agent for Jordan Creek at Bradenton East, LLC
1207 27th Street East; 2906 11th Avenue East

4587700v1

Subdivision Plat Application

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

CONTACT INFORMATION — REQUIRED

Name of Property Owner: Jordan Creek at Bradenton East, LLC

Owner Address: 11330 SW 23rd Place, Davie, FL 33325 Telephone: 305-219-5639

Name of Agent: Matthew J. Morris, P.E., Morris Engineering & Consulting, LLC

Agent Address: 6897 Professional Pkwy E, Suite B, Sarasota, FL 34240 Telephone: 941-444-6644

Owner/Agent Email: adam.j@mbhowell.com/mmorris@morrisengineering.net

PROPERTY INFORMATION — REQUIRED

Property Address: 1207 27th Street and 2806 11th Avenue E, Bradenton Fl 34208

Subdivision Name/Phase: South Braden Castle Camp

Parcel ID: 1387000050 & 1387200007 Acreage: 11.11 & .93

Zoning District: PD *click to view Zoning map

Future Land Use: City *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: 7355 *click to view Neighborhoods map

Indicate Type of Subdivision Plan Request: **Preliminary** Final

MATERIALS FOR REVIEW — REQUIRED

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process. Submit a single all-inclusive electronic copy (pdf) of application and all support materials to **permitting@cityofbradenton.com.**

▶ **Preliminary Subdivision Plat Application**
- Preliminary Subdivision Plat Fee: $2,820
- Notarized Agent Authorization Form, if applicable
- Letter of Request
- Preliminary Subdivision Plat (see page 2 for Plan requirements)
- Concurrency Review Application (see page 4 for Concurrency Review requirements)

▶ **Final Subdivision Plat Application**
- Final Subdivision Plat Fee: $1,200 (includes recording fees and surveyor certifications)
- Notarized Agent Authorization Form, if applicable
- Letter of Request
- Final Subdivision Plat (see pgs 6-9 for checklist, pdf and dwg of final review.
- Proof that taxes are paid to date
- Copy of Site Improvement Permit Approval Letter
- One (1) set of mylar copies of Final Subdivision Plat for recording (submit after final review by Staff)

REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant 11-29-23 Date

CITY STAFF ONLY

Application Fees:
Fee Required: **Pre: $2,820**
Final: $1,200

Application Sufficiency:
Sufficient: X
Incomplete: ☐

FEE COLLECTED: $
RECEIPT #:

APPLICATION #: 234843

CITY COUNCIL:
PLANNING COMMISSION:
DRC:
REVIEW DATES - TO BE COMPLETED BY CITY STAFF

bradenton

Subdivision Plat Application

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

SITE PLAN REQUIREMENTS — REQUIRED

The requirement for a **Preliminary** Subdivision Plat is waived for a subdivision of five lots or less and no new streets are proposed.

SITE PLAN REQUIREMENTS (for PRELIMINARY and FINAL SUBDIVISION):
The Subdivision Plan shall be drawn at a scale of 1"=200" or larger and shall show the following:

A. *Name of subdivision*
B. *Names and addresses of the owners, contractor, planner, architect, engineer or surveyor and the owners of adjacent property*
C. *Date, approximate north point and graphic scale*
D. *Legal description and acreage of land within the project*
E. *Contours at an interval of not greater than five feet or at a lesser interval if deemed necessary by the Planning Commission*
F. *Boundary lines of the project and their bearings and distances*
G. *Existing and proposed easements and their locations, widths, bearings and distances*
H. *Streets and waterways on and adjacent to the project and their names, widths, bearings and other dimensions as may be required*
I. *Utilities on and adjacent to the project showing proposed dimensions and connections to existing utility systems*
J. *Access roads and their relationship to existing and proposed streets, alleys and other public ways*
K. *Sites, and the acreages, if any, to be reserved for parks, playgrounds, schools or public uses*
L. *Lot lines, lot numbers, and blocks*
M. *The following supplementary material shall accompany the Preliminary Plat:*
   1. *General location and vicinity map*
   2. *Whenever part of a tract is proposed as an immediate project and additional parts of the tract are intended to be proposed as projects in the future, a sketch plan for the entire tract shall be submitted at the same time the Preliminary Plat for the first part of the tract is submitted*
   3. *Proposed method of assuring the perpetual ownership and maintenance of areas within the project that are to be used for open space, recreational or other common or public purposes, including a detailed statement of such assurance, including covenants, agreements or other specific documents as required*
   4. *Copies of proposed restrictions or protective covenants, if any.*



Subdivision Plat Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

PRELIMINARY SUBDIVISON PLAN PROCEDURES

PRELIMINARY SUBDIVISION PLAT REVIEW PROCEDURE:

Prior to the preparation of a Preliminary Subdivision Plat, the developer of a subdivision shall meet with the Development Review Committee (DRC) to discuss the concept of the proposed subdivision and the requirements of the Land Use Regulations (LUR). The developer shall provide a conceptual plan showing the tract of land, its relationship to the surrounding properties and general development scheme. The Pre-Application meeting and informal review is designed to prevent costly and avoidable revisions in the layout.

After application submittal, The Preliminary Subdivision Plat shall be reviewed by the DRC and Planning Commission per the requirements of Section 4.2 of the Land Use Regulations. The Planning Commission shall hold a public hearing on the application and shall recommend to the City Council to approve, approve with stipulations, or deny the request.

The City Council, after receiving the Planning Commission's recommendation, shall approve, approve with stipulations, or deny the application with specific reference to provisions of Section 4.2 of the LURs. The Preliminary Subdivision Plat shall not be approved unless services as required by Subsection 4.1.1.5 of the LURs are available or will be available at the time the Certificate of Use is issued.

The approval of a Preliminary Subdivision Plat constitutes a finding of concurrency compliance and a Reservation of Capacity for roadways, sewer and water, public drainage and recreation facilities, subject to the stipulations placed on the approval.

Approval of the Preliminary Subdivision Plat shall be valid for two years. An extension of time may be applied for by the developer by submitting a letter of request to the City Council through the PCD Director. Reservation of Capacity for public facilities may be extended, or City Council may choose to extend the approval of the Preliminary Subdivision Plat but not to extend the Reservation of Capacity in public facilities if there is demand for the capacity by other developments. City Council may set a separate date for reconsideration of the Reservation of Capacity or may reconsider at the time of the next request or extension of the subdivision's preliminary approval.

FINAL SUBDIVISON PLAN PROCEDURES

FINAL SUBDIVISION PLAT REVIEW PROCEDURE:

Following the approval of the Site Improvement Permit, the Final Subdivision Plat application may be submitted. In addition, a reproducible plan showing all lot lines, easements, and rights-of-way, shall be submitted in a digital .dwg format. However, the Final Plat shall not be accepted for review if the reservation of capacity has expired.

Prior to forwarding the Final Plat to City Council for approval, a certification of one of the following must be obtained from the Department of Public Works:

A. All required public improvements have been completed to the satisfaction of the Director of Public Works and are accepted by the City.
B. A bond or letter of credit deemed sufficient by the City Clerk and the Director of Public Works has been posted.

Surveyors Certificate of Approval certifying that the Final Subdivision Plat has been reviewed for conformity with the requirements of F.S. Chapter 177, the Land Use Regulations and the subdivision ordinance of the City.

If the Final Subdivision Plat is substantially in accord with the approved Preliminary Subdivision Plat, fulfills all attached conditions and stipulations, and the applicant has furnished proof that the taxes are paid to date as required by F.S. 197.192, and is complete and contains all of the required certifications, the City Council shall approve the plat, and the Mayor shall indicate such approval on the Final Plat by signing the certification of approval for recording. Approval of the Final Subdivision Plat shall reserve capacity of public facilities for a period of two years except that reservation for single-family subdivisions shall have no expiration date. At the end of the two years, the reservation shall expire for all lots which have not received Building Permits for structures.

When all certifications have been made by the City, the City Clerk and Treasurer shall record the Final Subdivision Plat with the Clerk of the Circuit Court as an official plat of record. A second reproducible and fully certified copy shall be filed with the PCD Director for permanent record.

bradenton
The Friendly City

Subdivision Plat Application

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

CONCURRENCY REVIEW — REQUIRED

CONCURRENCY REVIEW WORKSHEET: REQUIRED FOR PRELIMINARY SUBDIVISION PLANS ONLY:

Project Name: Jordan Creek at Bradenton East

Location (address): 1207 27th Street and 2906 11th Avenue E, Bradenton Fl 34208

Engineer of Record: Matthew J. Morris, P.E.

Type of Development: Single Family Development

Total Acreage: 12.19 **Acreage above 2-foot contour line:** 12.19

Impervious Areas (specify acres or square footage):

Building Coverage: 152,108
Paved Areas (include walkways): 17,820

Pervious Areas:
Open Space:
Retention: 76,730
Other (specify):
Total Recreation Area:
Rec. area less bldgs. & playcourts: 14,830

Density/Intensity:
Units per acre: 5.4 Non-residential square footage: 0

Projected Average Vehicle Trips per Day: 132

Projected Volume (GPD) of Water Consumption: 15840

Projected (GPD) Wastewater Flow: 16830

Type of Irrigation: Wet Retention Irrigation
Projected GPD of potable water: 0

Projected Solid Waste (tons per year):
Landfill: 126
Recyclable: 54
Paper:
Glass:
Aluminum:
Cardboard:

Drainage (by volume):
Retained on site: 7 AC-FT Treated: 1.02 AC-FT

School Facilities (to be approved by Manatee County School District:

Permits Required from Other Agencies and Their Status:

bradenton

Agent Authorization Form

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

AGENT AUTHORIZATION — REQUIRED

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1207 27th Street and 2906 11th Avenue E, Bradenton Fl 34208

I, Adam H. Jacobson, the registered property owner(s) of the above noted property, do hereby authorize

Matthew J. Morris, P.E. Morris Engineering & Consulting, LLC

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.

11330 SW 23rd Place, Davie, FL 33325

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

6997 Professional Pkwy E, Suite B, Sarasota, FL 34240/941-444-6644

Signature of Agent — Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 27 day of September 2023

produced Florida Driver License respectively, as

as identification and who did (did not) take an oath:

Signature

Priscilla Antony Notary Public

Print Name

PRISCILLA ANTONY
Notary Public, State of Florida
Commission# HH 422231
My comm. expires July 16, 2027

State of Florida
My Commission Expires: July 16, 2027

City of Bradenton Final Subdivision Plat Checklist

The following checklist is provided to assist Surveyors submitting plats to be recorded in the City of Bradenton. It is the **sole** responsibility of the Surveyor seeking recording to review relevant Florida Statutes and the Land Use Regulations (LUR) of the City of Bradenton to insure compliance with all regulatory and statutory requirements and conditions. Be advised that submissions that have excessive deficiencies may be disapproved with minimal comments. Code underlined is taken from the City of Bradenton's Land Use Regulations, *Italics is from the Florida Statutes*, Text in blue currently lacks specific statute or code, but is requested so that formatting and \ or data can assist with a timely review and improve the quality of the plat. A PDF copy of the "Preliminary Subdivision Plat" previously submitted should be included with this Final Subdivision Plat submission to assist with the Final Subdivision Plat review.

Statute / Code	Short Description	✓ or N/A
177.041 (1)	Copy of signed and sealed Boundary Survey [specifically of the land(s) being platted]	_____
177.041 (2)	Title opinion or Certification provided, taxes paid at time of recording	_____
177.051 (1)	Unique Plat Name.... First name restrictions "~~the~~," "~~replat~~," or "~~a~~"	_____
177.051 (2)	"Replat" used for any change in plat	_____
177.061	Surveyor's note of supervision and compliance License number of surveyor Printed name, address, and certificate of authorization number Company	_____
177.071 2.2.11.4.b.iii	City Council's certificate of approval	_____
177.081 (1) 2.2.11.4.b.ii	City Surveyor's certificate of approval	_____
177.081 (2)	Dedication by the owner(s) & mortgagee(s)	_____
177.081 (3)	Public use (Esmts., R/W, etc. presumed to be public unless otherwise stated)	_____
177.091 (1) (b)	Print or photographic copy provided w/ original	_____
177.091 (2)	Margins = 3" Left, ½ all others	_____

City of Bradenton Final Subdivision Plat Checklist

Statute / Code	**Short Description**	✓ or N/A
~~	Sheet size 18" X 24" Scale 1"=50'	
177.091 (3)	Index Map for multiple sheets. Key Map on each sheet	
177.091 (3)	Match Lines	
177.091 (4)	Legible text	
177.091 (4)	Scale - stated and with graphic on each relevant sheet/location	
177.091 (5)	Plat name (BOLD) on each sheet	
177.091 (5)	Surveyors name, address, Company name, address (each sheet)	
177.091 (6)	North Arrow(s). Monumented line w/ bearing basis	
177.091 (7)	PRMs set (not more than 1400')	
177.091 (8)	PCPs set (not more than 1000') or bonded. NOTE: Contact City Surveyor prior to setting alternate monumentation	
177.091 (9)	Lot corners [includes Tracts 177.031(11)] set or bonded	
177.091 (10)	Section, Township, Range, City, County, State (each sheet)	
177.091 (11)	Boundary description – "so complete... without reference to the plat..."	
177.091 (11)	Description on Plat & Title Certificate match (including reference to area) (Title Cert should utilize a photo copy of the actual Plat description)	
177.091 (13)	Certificate of approval of the Clerk of the Circuit Court	
177.091 (14)	Sect. & 1/4 Sect. lines drawn \ annotated, Info in description shown on drawing.	
177.091 (15)	R/W width & street name shown	

City of Bradenton Final Subdivision Plat Checklist

Statute / Code	**Short Description**	✓ or N/A
177.091 (15)	All water bodies exiting Plat tied to the nearest perimeter monument. Location, width, name of waterways	
177.091 (16)	Easements described, dimensioned, annotated	
177.091 (17)	Contiguous properties identified. "Unplatted" designation. Replat stated.	
177.091(18)	Lot and block numbering	
177.091(19)	Irregular boundary enclosed by witness lines with ± distances.	
177.091 (19)	Lot & other plat data precision – 1/100th of a foot (a note explaining precision is acceptable, for example: "Except in the case of an irregular boundary or water course, numerical expressions shown here on to the nearest foot or tenth of a foot, are to be interpreted as having a precision to the nearest one hundredth of a foot.")	
177.091 (20)	Curvilinear lot lines data (Radii, Arc, Central Angle) Radial lines shown, Direction of Non-radial lines	
177.091 (21)	Direction of lines (Bearing, Angle, Azimuth) Nearest second of Arc for curve data. Supply note stating the accuracy to the second for cardinal directions.	
177.091 (22)	Non-curved centerline directions & Distances, Centerline curves: Arc, Central Angle, Radii, Chord, Chord Bearing	
177.091 (23)	Park & Recreation area designation	
177.091 (24)	Interior excepted parcels – "not part of this plat"	
177.091 (25)	Purpose of all dedicated areas	
177.091 (26)	Line or Curve data on same sheet	
177.091 (27)	"NOTICE: This plat, as recorded in its graphic form, is... ... may be found in the Public Records of this County."	

City of Bradenton Final Subdivision Plat Checklist

Statute / Code	Short Description	✓ or N/A
177.091 (28)	Easement dedication on plat (cable TV included & all telecommunications) (Cable TV responsible for damage to other utilities)	
177.091 (29)	Legend of symbols & abbreviations	
177.507	Copies of new Certified Corner Records or identify current CCR #	
177.37	Mean High Water Survey recorded if adjacent to tidal waters	
2.2.11.4.b.iii	City Director of Public Works and Utilities' certificate of approval (Contact City Surveyor for Certificate language)	
4.2.1.5	Easements 5.00' minimum front, side, rear \ 10.00' front or rear (or alternative)	
3.A.3.302.2 (1)	Delineation of flood hazard areas, floodway boundaries and flood zones. [LUR Chapter 3.0 - District Regulations, Appendix A: Floodplain Management, Chapter 3 - Flood Resistant Development, Section 302 – Subdivisions, 302.2 – Subdivision plats, (1)]	
2.2.11.7.b.	AutoCAD file in .dwg format	
~~	"PLAT BOOK_____ PAGE _____" "SHEET ? of ? " - in upper right corner of each sheet of plat.	
~~	Boundary, lot, Right-of-way, etc. closure report includes error of closure. Parcel designations must match Plat	

303

Prepared by:
Jerome S. Levin
Levin Law, LC
1444 1st Street, Suite A
Sarasota, FL 34236
File Number: **135.007**

Return to:
Kapp Morrison, LLP
7900 Glades Road, Suite 550
Boca Raton, Fl 33434

309094410MC [Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made 8 day of **November, 2021** between

Golf Village, LLC, a Florida limited liability company whose post office address is **1444 1st Street, Suite A, Sarasota, FL 34236**, grantor, and

Jordan Creek at Bradenton East, LLC, a Florida limited liability company whose post office address is **11330 SW 23rd Place, Davie, FL 33325**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Manatee County, Florida** to-wit:

See Attached Exhibit "A"

Parcel Identification Number: 1387000050
Parcel Identification Number: 1387200007

Subject to covenants, restrictions, easements, conditions and limitations of record which are not reimposed by this Deed.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Patti Kennedy

Witness Name: Linda C. Veautour

Golf Village, LLC, a Florida limited liability company

By: _____
Jerome S. Levin, Authorized Agent

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 5th day of November, 2021 by Jerome S. Levin, Authorized Agent of Golf Village, LLC, on behalf of the company, who [X] is personally known to me or [_] has produced a driver's license as identification.

[Notary Seal]

LINDA C. VEAUTOUR
MY COMMISSION # GG 149398
EXPIRES: December 17, 2021
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: _____

My Commission Expires: _____

DoubleTime®

Exhibit A

Parcel 1

Lots 1 through 14, Block 5, SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, as per plat thereof recorded in Plat Book 2, Page 144, of the Public Records of Manatee County, Florida. Also the West 1/2 of vacated 6th Street lying between Blocks 5 and 6 of South Braden Castle Camp Addition To Manatee, Florida, as per plat thereof recorded in Plat Book 2, Page 144, as described in Resolution 87-49 in Official Records Book 1194, Page 1435, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at the Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of Block 4, of said SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence S.89°24'24"E., a distance of 40.00 feet to the Northwest corner of aforesaid Block 5, said point being the **POINT OF BEGINNING**; thence along aforesaid South right-of-way line of 11TH AVENUE EAST (CORBETT STREET PER PLAT), S.89°24'24"E., a distance of 144.39 feet to the Northeast corner of aforesaid Block 5; thence along the centerline of aforesaid vacated 6TH Street, S.00°18'10"W., a distance of 280.46 feet to the southeast corner of aforesaid Block 5; thence along the North right-of-way line of JACKSON STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.89°23'01"W., a distance of 144.39 feet to the Southwest corner of aforesaid Block 5; thence along the East right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.00°18'10"E., a distance of 280.40 feet to the **POINT OF BEGINNING**.

Parcel 2

All that certain plat, piece or parcel of land known and described as the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 32, Township 34 South, Range 18 East, being and lying in Manatee County, Florida, LESS AND EXCEPT 30 feet off the South side for Railroad right of way, 25 feet off the West side for 27th STREET right-of-way, & 11TH Avenue East as now laid out and in use. TOGETHER WITH all of Block 3 and all of Block 4, South Braden Castle Camp Addition To Manatee, Florida, as per Plat thereof recorded in Plat Book 2, Page 144, ALSO that part of vacated Third Street, lying adjacent to Block 3, and that part of Vacated Fourth Street lying between Blocks 3 and 4 and that Part of the North 1/2 of vacated Jackson Street lying South of and adjacent to Blocks 3 and 4, as vacated by Resolution 92-45 recorded in Official Records Book 1389, Page 3660, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021, said point being the **POINT OF BEGINNING**, thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of aforesaid Block 4; thence along the West right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, S.00°18'10"W., a distance of 300.39 feet to a point on the North boundary of RIVER RUN ESTATES, according the plat thereof, recorded in Plat Book 65, Page 55, of the Public Records of Manatee County, Florida; thence along said North boundary, N.89°23'01"W., a distance of 304.64 feet to the Northwest corner of said RIVER RUN ESTATES; thence along the West boundary of said RIVER RUN ESTATES, S.00°09'40"E., a distance of 312.19 feet to the Southwest corner of said RIVER RUN ESTATES said point also lying on the North right-of-way line of an unrecorded 30 foot railroad right-of-way; thence along said North right-of-way line, N.89°26'13"W., a distance of 631.56 feet to a point on the East maintained right-of-way line of 12th STREET EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said East right-of-way line, N.00°24'51"W., a distance of 606.97 feet to the **POINT OF BEGINNING**.

TOGETHER WITH vacated right of ways for 5th Street and Jackson Street as set forth and more particularly described in Ordinance No. 3085 recorded October 22, 2021 in Instrument # 202141140894.

MORRIS
ENGINEERING & CONSULTING LLC

November 7, 2023

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

Reference: Jordan Creek East
Preliminary Plat Submittal

To Whom It May Concern:

On behalf of the developer, the enclosed submittal package is provided for review and approval of the Preliminary Plat for the Jordan Creek East development. As discussed at the pre-application meeting, the request is for a 66-lot duplex subdivision with . The items below are attached for review:

- Preliminary Plat Application (with Agent Authorization)
- Preliminary Plat
- Boundary, Topo, & Tree Survey

We trust this information meets your needs at this time; however, should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,
MORRIS ENGINEERING & CONSULTING, LLC

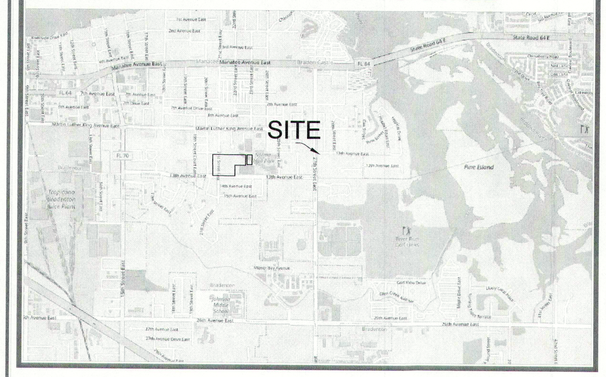
Matthew J. Morris, P.E.
President

JORDAN CREEK AT BRADENTON EAST

A REPLAT OF A PORTION OF BLOCK D OF BIDWELL HEIGHTS, AND LOTS 17-20 (INCLUSIVE) OF IDA-K AND VACATED STREETS DESCRIBED IN OFFICIAL RECORDS BOOK 1183, PAGE 1593, OFFICIAL RECORDS BOOK 1132, PAGE 243, AND OFFICIAL RECORDS BOOK 1128, PAGE 1269, AND UNPLATTED LANDS LYING IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

PRELIMINARY PLAT

VICINITY MAP - NOT TO SCALE



SURVEYOR'S NOTES:

1) Easements, encumbrances, rights-of-ways, reservations, agreements and other similar matters taken from Chicago Title Insurance Company Commitment for Title Insurance No. 9094710, bearing an effective date of December 17, 2020 & last revision date of March 2, 2021

2) This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

3) Bearings shown hereon are based on the West boundary of RIVER RUN ESTATES, according to the plat thereof, recorded in thee Public Record of Manatee County, Florida, having a Grid bearing of S.00°09'40"E. (N.00°09'40"W. per plat). The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

4) This survey is intended to be displayed at 1" = 50'

5) All boundary line dimensions are field measured unless otherwise noted.

6) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

7) The subject property lies in Flood Zone "AE" and "X", according to Flood Insurance Rate Map, Map No. 1208C0306E for City of Bradenton, Community No. 120153, Manatee County, Florida, dated March 17, 2014 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center https://msc.fema.gov).

8) Parcels shown hereon, are contiguous along their common boundaries without gap, gore, hiatus, or overlap.

9) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

10) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning or freedom of encumbrances.

11) The lands described hereon may contain lands that are considered environmentally sensitive wetlands that are subject to claim or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.), or Department of Environmental Protection (D.E.P.). Wetland lines and areas, if any, are not shown hereon.

12) Underground utilities shown hereon may be based solely or in part on the following: Markings provided by utility companies, plans requested from utility providers, observed above ground evidence and remote sensing measurements taken by the surveyor. All evidence of underground utilities made available to the surveyor are shown hereon. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, the user of this survey is advised that excavation and/or a private utility locate request may be necessary. Due to limitations outside the surveyor's control, underground infrastructure or utilities may exist within or near the subject property that are not depicted hereon.

13) It is hereby certified that a survey of the hereon described property was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.060 FAC, pursuant to Section 472.027, FS.

14) Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88), based on National Geodetic Survey Benchmark "COB 1017", having a published elevation of 7.74 feet (NAVD 88).

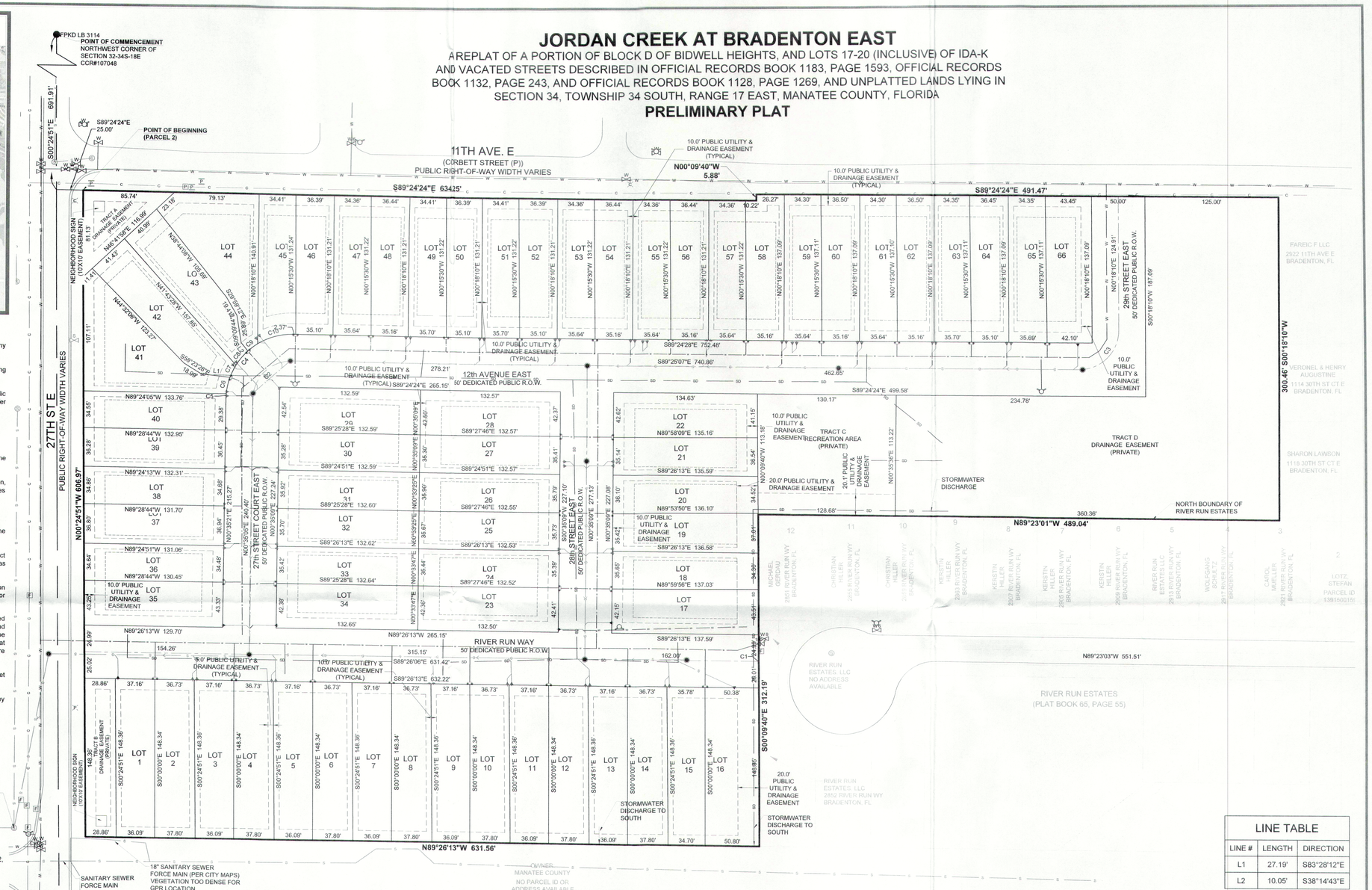
DEVELOPER:	ARCHITECT/ENGINEER:	SURVEYOR:	CONTRACTOR:
JBHFF, LLC C/O ADAM JACOBSON 11330 SW 23RD PLACE DAVIE, FL 33325 954-514-7880	G3 AEC 975 ARTHUR GODFREY ROAD SUITE 401 MIAMI BEACH, FL 33140 305-763-8471	MRIC SPATIAL, LLC 701 HOWARD AVENUE SUITE 106-320 TAMPA, FL 33606 813-515-0821	TO BE DETERMINED

AS-SURVEYED DESCRIPTION:

Lots 1 through 14, Block 5, SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, as per plat thereof recorded in Plat Book 2, Page 144, of the Public Records of Manatee County, Florida; also the West 1/2 of vacated 6th Street lying between Blocks 5 and 6 of South Braden Castle Camp Addition To Manatee, Florida, as per plat thereof recorded in Plat Book 2, Page 144, as described in Resolution 87-49 in Official Records Book 1194, Page 1435, of the Public Records of Manatee County, Florida; AND all that certain plat, piece or parcel of land known and described as the SW 1/4 of the NW 1/4 of Section 32, Township 34 South, Range 18 East, being and lying in Manatee County, Florida, LESS AND EXCEPT 30 feet off the South side for Railroad right of way, 25 feet off the West side for 27th STREET right-of-way, & 11TH Avenue East as now laid out and in use. TOGETHER WITH all of Block 3 and all of Block 4, South Braden Castle Camp Addition To Manatee, Florida, as per Plat thereof recorded in Plat Book 2, Page 144, ALSO that part of vacated Third Street, lying adjacent to Block 3, and that part of Vacated Fourth Street lying between Blocks 3 and 4 and that Part of the North 1/2 of vacated Jackson Street lying South of and adjacent to Blocks 3 and 4, as vacated by Resolution 92-45 recorded in Official Records Book 1389, Page 3660, of the Public Records of Manatee County, Florida, AND 5th Street lying between Block 4 and Block 5, SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, as per plat thereof recorded in Plat Book 2, Page 144, of the Public Records of Manatee County, Florida; and a portion of the North 1/2 of Jackson Street; all being further described as follows:

COMMENCE at the Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee county Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021for a POINT OF BEGINNING; thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 491.47 feet to the Northeast corner of aforesaid Block 5; thence along the centerline of aforesaid vacated 6TH Street and the Southerly extension thereof, S.00°18'10"W., a distance of 300.46 feet to the North boundary of RIVER RUN ESTATES, as shown on the Official Plat thereof recorded in Plat Book 65, Page 55, Public Records of Manatee County; thence along said North boundary N. 89°23'01" W., 489.04 feet to the Northwest corner of said RIVER RUN ESTATES; thence along the West boundary of said RIVER RUN ESTATES, S.00°09'40"E., a distance of 312.19 feet to the Southwest corner of said RIVER RUN ESTATES said point also lying on the North right-of-way line of an unrecorded 30 foot railroad right-of-way; thence along said North right-of-way line, N.89°26'13"W., a distance of 631.56 feet to a point on the East maintained right-of-way line of 12th STREET EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said East right-of-way line, N.00°24'51"W., a distance of 606.97 feet to the **POINT OF BEGINNING**.

Containing 531,245 square feet, or 12.20 acres, more or less.



LOT/TRACT TABLE

LOT/TRACT	AREA	LOT/TRACT	AREA	LOT/TRACT	AREA	LOT/TRACT	AREA
TRACT A PRIVATE DRAINAGE EASEMENT	3,477 S.F	LOT 11	5,433 S.F.	LOT 34	5,620 S.F.	LOT 57	4,593 S.F.
		LOT 12	5,527 S.F.	LOT 35	5,631 S.F.	LOT 58	4,851 S.F.
		LOT 13	5,433 S.F.	LOT 36	4,519 S.F.	LOT 59	4,794 S.F.
TRACT B PRIVATE DRAINAGE EASEMENT	4,281 S.F	LOT 14	5,527 S.F.	LOT 37	4,844 S.F.	LOT 60	4,912 S.F.
		LOT 15	5,227 S.F.	LOT 38	4,590 S.F.	LOT 61	4,794 S.F.
		LOT 16	7,504 S.F.	LOT 39	4,823 S.F.	LOT 62	4,911 S.F.
TRACT C PRIVATE RECREATION AREA	14,652 S.F	LOT 17	5,881 S.F.	LOT 40	4,591 S.F.	LOT 63	4,801 S.F.
		LOT 18	4,784 S.F.	LOT 41	7,862 S.F.	LOT 64	4,905 S.F.
		LOT 19	4,937 S.F.	LOT 42	5,736 S.F.	LOT 65	4,801 S.F.
		LOT 20	4,797 S.F.	LOT 43	5,371 S.F.	LOT 66	5,864 S.F.
TRACT D PRIVATE DRAINAGE EASEMENT	64,181 S.F	LOT 21	4,852 S.F.	LOT 44	7,441 S.F.		
		LOT 22	5,649 S.F.	LOT 45	4,704 S.F.		
		LOT 23	5,616 S.F.	LOT 46	4,691 S.F.		
		LOT 24	4,693 S.F.	LOT 47	4,592 S.F.		
		LOT 25	4,732 S.F.	LOT 48	4,697 S.F.		
LOT 1	5,433 S.F.	LOT 26	4,751 S.F.	LOT 49	4,599 S.F.		
LOT 2	5,527 S.F.	LOT 27	4,687 S.F.	LOT 50	4,690 S.F.		
LOT 3	5,433 S.F.	LOT 28	5,625 S.F.	LOT 51	4,599 S.F.		
LOT 4	5,527 S.F.	LOT 29	5,637 S.F.	LOT 52	4,690 S.F.		
LOT 5	5,433 S.F.	LOT 30	4,679 S.F.	LOT 53	4,593 S.F.		
LOT 6	5,527 S.F.	LOT 31	4,761 S.F.	LOT 54	4,697 S.F.		
LOT 7	5,433 S.F.	LOT 32	4,733 S.F.	LOT 55	4,593 S.F.		
LOT 8	5,527 S.F.	LOT 33	4,699 S.F.	LOT 56	4,697 S.F.		
LOT 9	5,433 S.F.						
LOT 10	5,527 S.F.						

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	27.19'	S83°28'12"E
L2	10.05'	S38°14'43"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	0.91'	25.00'	002°05'33"	N89°31'08"E	0.91'
C2	58.64'	36.74'	091°26'24"	S45°10'43"W	52.61'
C3	58.31'	37.00'	090°17'26"	N45°26'53"E	52.46'
C4	97.36'	61.99'	089°59'47"	S45°35'43"W	87.66'
C5	4.99'	61.99'	004°36'50"	S02°54'14"W	4.99'
C6	15.82'	61.99'	014°37'39"	S12°31'29"W	15.78'
C7	12.81'	61.99'	011°50'32"	S25°45'34"W	12.79'
C8	17.22'	61.99'	015°54'56"	S39°38'18"W	17.16'
C9	11.40'	61.99'	010°32'00"	S52°51'46"W	11.38'
C10	35.12'	61.99'	032°27'51"	S74°21'41"W	34.65'



Scale: 1" = 50'

DATE OF PLAT: 09-29-23

Survey Datum
Horizontal Datum NAD83
Vertical Datum NAVD88

MATTHEW C KNEELAND License Number 7092 STATE OF FLORIDA Professional Surveyor and Mapper

Surveyor's Certificate

This survey not valid without the original signature and seal of a Florida Professional Surveyor and Mapper, or a digital signature complying with 5J-17 Florida Statutes

Digitally signed by Matthew Kneeland
Date: 2023.09.29 15:56:41 -04'00'

Matthew C. Kneeland, LS 7092

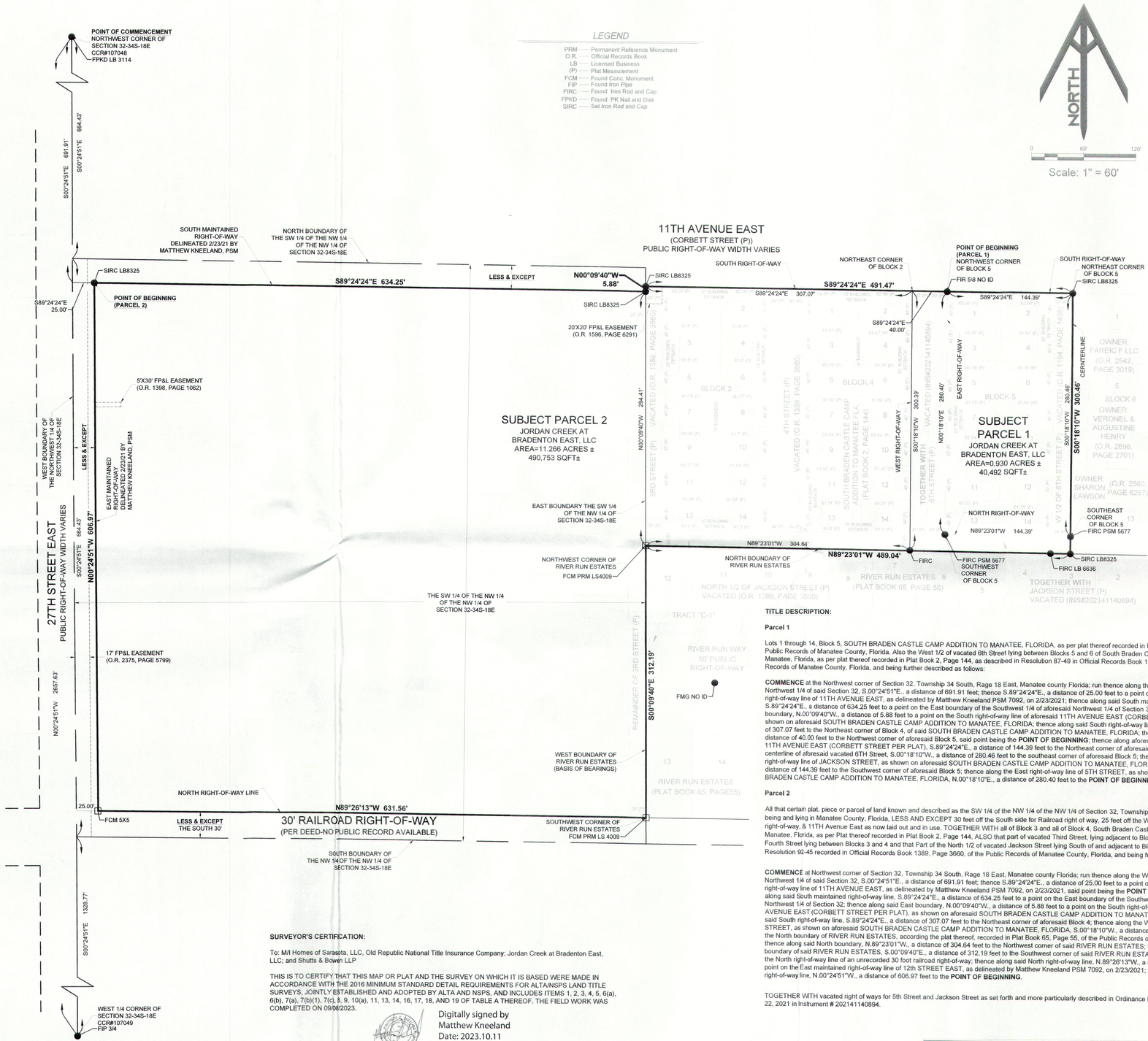
Survey History

Date	Description	By
2/23/21	Last field data acquisition	MCK
9/23/23	Revised Layout	AM

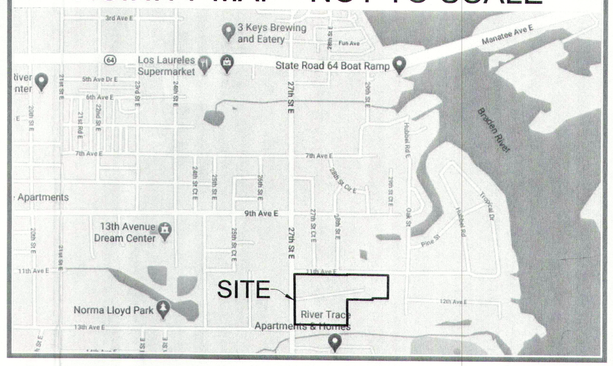
MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

JORDAN CREEK
PRELIMINARY PLAT
1201 27th St. E., Bradenton FL 34208
Prepared for:
JBHFF, LLC
Section 32, Township 34 South, Range 18 East, Manatee County, FL

Project Number: 210027 | Sheet 1 of 1



VICINITY MAP - NOT TO SCALE



SCHEDULE B-II EXCEPTIONS:

1-6) **NOT A MATTER OF SURVEY**

7) All matters contained on the Plat of South Braden Castle Camp Addition to Manatee, as recorded in Plat Book 2, Page 144, which shows building set back lines - all Blocks, and a 10 foot easement in Blocks 3 and 4 **PLOTTED HEREON-EASEMENT IN BLOCKS 5-6 VACATED BY RESOLUTION 87-49**

8) Preliminary subdivision Plat SP.21.2424, recorded in O.R. Instrument No. 202141128398. **(PLAT IS PRELIMINARY, TERMS, CONDITIONS, RESTRICTIONS AND EASEMENTS ARE NOT RECORDED OR IN AFFECT - DESCRIBES SUBJECT PARCEL-NOT PLOTTED)**

9) 9) Easement granted to Florida Power & Light Company recorded in O.R. Book 1398, Page 1062. **(PLOTTED HEREON)**

10) 10) Easement granted to Florida Power & Light Company recorded in O.R. Book 1596, Page 6291. **(PLOTTED HEREON)**

11) 11) Recorded Notice of Environmental Resource Permit recorded in O.R. Instrument No. 202341076125. **(PERTAINS TO THE SUBJECT, NO PLOTTABLE MATTERS NOTED)**

SURVEYOR'S NOTES:

1) Easements, encumbrances, rights-of-ways, reservations, agreements and other similar matters taken from Old Republic National Title Insurance Company Commitment for Title Insurance No. 23096296 CS, bearing an effective date of September 6, 2023.

2) This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

3) Bearings shown hereon are based on the West boundary of RIVER RUN ESTATES, according to the plat thereof, recorded in thee Public Record of Manatee County, Florida, having a Grid bearing of S.00°09'40"E. (N.00°09'40"W. per plat). The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

4) This survey is intended to be displayed at 1" = 60" or smaller on sheet 1 & 1" = 40" on sheet 2.

5) All boundary line dimensions are field measured that coincide with deed/title measurements, unless otherwise noted.

6) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

7) The subject property lies in Flood Zone "AE" and "X", according to Flood Insurance Rate Map, Map No. 12081E0307E for City of Bradenton, Community No. 120155, Manatee County, Florida, dated March 17, 2014 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center https://msc.fema.gov).

8) Parcels shown hereon, are contiguous along their common boundaries without gap, gore, hiatus, or overlap.

9) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

10) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning or freedom of encumbrances.

11) The lands described hereon may contain lands that are considered environmentally sensitive wetlands that are subject to claim or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.), or Department of Environmental Protection (D.E.P.). Wetland lines and areas, if any, are not shown hereon.

12) Underground utilities shown hereon may be based solely or in part on the following: Markings provided by utility companies, plans requested from utility providers, observed above ground evidence and remote sensing measurements taken by the surveyor. All evidence of underground utilities made available to the surveyor are shown hereon. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, the user of this survey is advised that excavation and/or a private utility locate request may be necessary. Due to limitations outside the surveyor's control, underground infrastructure or utilities may exist within or near the subject property that are not depicted hereon.

13) It is hereby certified that a survey of the hereon described property was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.060 FAC, pursuant to Section 472.027, FS.

14) Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88), based on National Geodetic Survey Benchmark "COB 1017", having a published elevation of 7.74 feet (NAVD 88).

TITLE DESCRIPTION:

Parcel 1

Lots 1 through 14, Block 5, SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, as per plat thereof recorded in Plat Book 2, Page 144, of the Public Records of Manatee County, Florida. Also the West 1/2 of vacated 6th Street lying between Blocks 5 and 6 of South Braden Castle Camp Addition To Manatee, Florida, as per plat thereof recorded in Plat Book 2, Page 144, as described in Resolution 87-49 in Official Records Book 1194, Page 1435, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at the Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee county Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of Block 4, of said SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence S.89°24'24"E., a distance of 40.00 feet to the Northwest corner of aforesaid Block 5, said point being the **POINT OF BEGINNING**; thence along aforesaid South right-of-way line of 11TH AVENUE EAST (CORBETT STREET PER PLAT), S.89°24'24"E., a distance of 144.39 feet to the Northeast corner of aforesaid Block 5; thence along the centerline of aforesaid vacated 6TH Street, S.00°18'10"W., a distance of 280.46 feet to the southeast corner of aforesaid Block 5; thence along the North right-of-way line of JACKSON STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.89°23'01"W., a distance of 144.39 feet to the Southwest corner of aforesaid Block 5; thence along the East right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.00°18'10"E., a distance of 280.40 feet to the **POINT OF BEGINNING.**

Parcel 2

All that certain plat, piece or parcel of land known and described as the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 32, Township 34 South, Range 18 East, being and lying in Manatee County, Florida, LESS AND EXCEPT 30 feet off the South side for Railroad right of way, 25 feet off the West side for 27th STREET right-of-way, & 11TH Avenue East as now laid out and in use. TOGETHER WITH all of Block 3 and all of Block 4, South Braden Castle Camp Addition To Manatee, Florida, as per Plat thereof recorded in Plat Book 2, Page 144, ALSO that part of vacated Third Street, lying adjacent to Block 3, and that part of Vacated Fourth Street lying between Blocks 3 and 4 and that Part of the North 1/2 of vacated Jackson Street lying South of and adjacent to Blocks 3 and 4, as vacated by Resolution 92-45 recorded in Official Records Book 1389, Page 3660, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee county Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021, said point being the **POINT OF BEGINNING**, thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of aforesaid Block 4; thence along the West right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, S.00°18'10"W., a distance of 300.39 feet to a point on the North boundary of RIVER RUN ESTATES, according the plat thereof, recorded in Plat Book 65, Page 55, of the Public Records of Manatee County, Florida; thence along said North boundary, N.89°23'01"W., a distance of 304.64 feet to the Northwest corner of said RIVER RUN ESTATES; thence along the West boundary of said RIVER RUN ESTATES, S.00°09'40"E., a distance of 312.19 feet to the Southwest corner of said RIVER RUN ESTATES said point also lying on the North right-of-way line of an unrecorded 30 foot railroad right-of-way; thence along said North right-of-way line, N.89°26'13"W., a distance of 631.56 feet to a point on the East maintained right-of-way line of 12th STREET EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said East right-of-way line, N.00°24'51"W., a distance of 606.97 feet to the **POINT OF BEGINNING**.

TOGETHER WITH vacated right of ways for 5th Street and Jackson Street as set forth and more particularly described in Ordinance No. 3085 recorded October 22, 2021 in Instrument # 202141140894.

SURVEYOR'S CERTIFICATION:

To: M/I Homes of Sarasota, LLC, Old Republic National Title Insurance Company; Jordan Creek at Bradenton East, LLC; and Shutts & Bowen LLP

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 09/08/2023.

Digitally signed by
Matthew Kneeland
Date: 2023.10.11
14:58:00 -04'00'

Matthew C. Kneeland
Professional Land Surveyor No. 7092
In the State of Florida

DATE

MATTHEW C. KNEELAND
License Number
7092
STATE OF
FLORIDA
Professional Surveyor and Mapper

Survey Datum
Horizontal Datum NAD83
Vertical Datum NAVD88

Surveyor's Certificate
This survey not valid without the original signature and seal of a Florida Professional Surveyor and Mapper, or a digital signature complying with 5J-17 Florida Statutes

Digitally signed by
Matthew Kneeland
Date: 2023.10.11
14:57:45 -04'00'

Matthew C. Kneeland, LS 7092

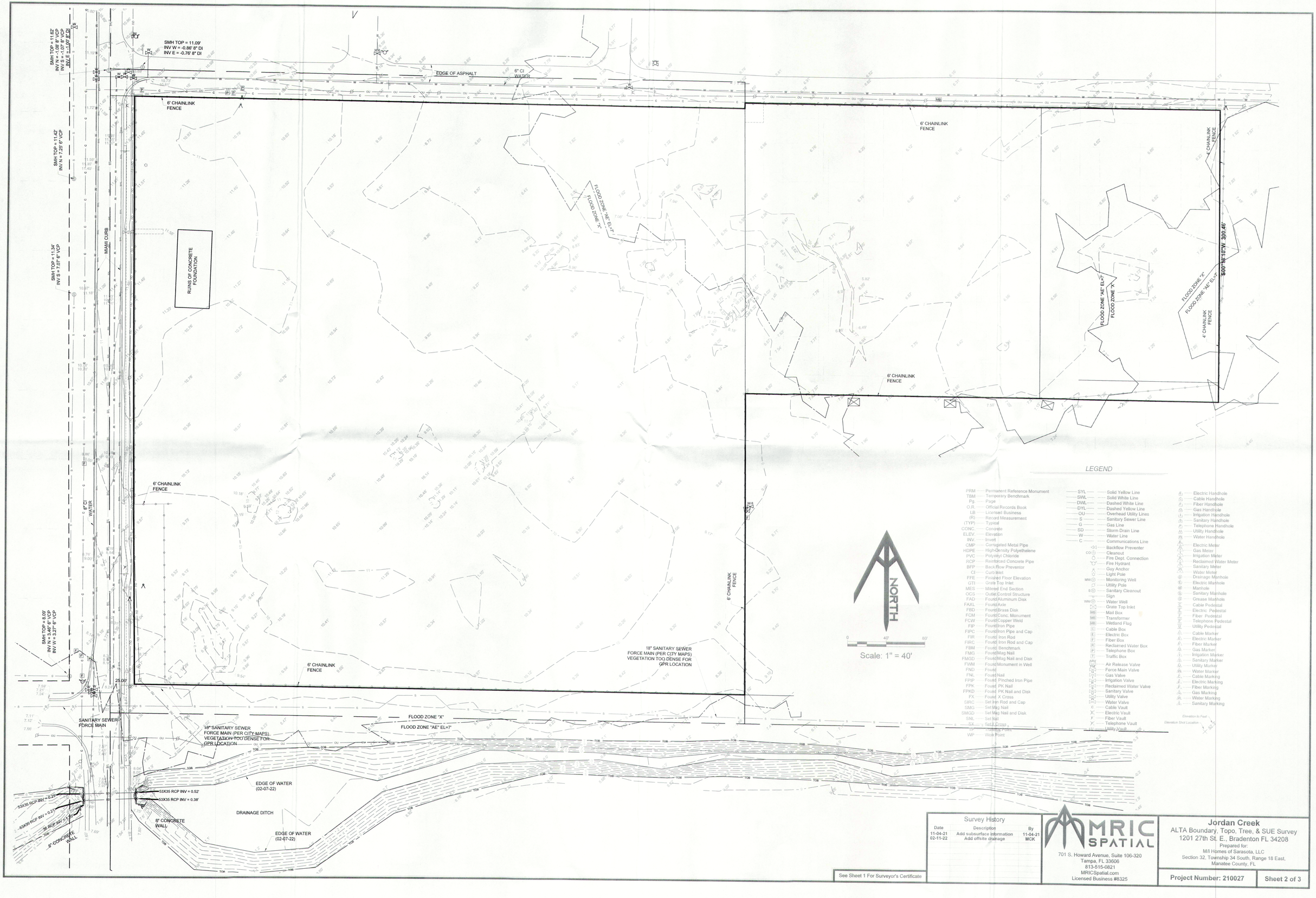
Survey History

Date	Description	By
09-08-23	Survey field update	MK
09-25-23	Update title information	MK

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Jordan Creek
ALTA Boundary, Topo, Tree, & SUE Survey
1201 27th St. E., Bradenton FL 34208
Prepared for:
M/I Homes of Sarasota, LLC
Section 32, Township 34 South, Range 18 East,
Manatee County, FL

Project Number: 210027 | **Sheet 1 of 3**



LEGEND

PRM	Permanent Reference Monument	SYL	Solid Yellow Line
TBM	Temporary Benchmark	SWL	Solid White Line
Pg.	Page	DWL	Dashed White Line
O.R.	Official Records Book	DYL	Dashed Yellow Line
LB	Licensed Business	OU	Overhead Utility Lines
(R)	Record Measurement	S	Sanitary Sewer Line
(TYP)	Typical	G	Gas Line
CONC	Concrete	SD	Storm Drain Line
ELEV	Elevation	W	Water Line
INV	Invert	C	Communications Line
CMP	Corrugated Metal Pipe		Backflow Preventer
HDPE	High-Density Polyethelene	CO	Cleanout
PVC	Polyvinyl Chloride		Fire Dept. Connection
RCP	Reinforced Concrete Pipe		Fire Hydrant
BFP	Back Flow Preventor		Guy Anchor
CI	Curb Inlet		Light Pole
FFE	Finished Floor Elevation	MW	Monitoring Well
GTI	Grate Top Inlet		Utility Pole
MES	Mitered End Section	S	Sanitary Cleanout
OCS	Outlet Control Structure		Sign
FAD	Found Aluminum Disk	WW	Water Well
FAXL	Found Axle		Grate Top Inlet
FBD	Found Brass Disk	MB	Mail Box
FCM	Found Conc. Monument	MB	Transformer
FCW	Found Copper Weld	MB	Wetland Flag
FIP	Found Iron Pipe	C	Cable Box
FIPC	Found Iron Pipe and Cap	E	Electric Box
FIR	Found Iron Rod	F	Fiber Box
FIRC	Found Iron Rod and Cap	R	Reclaimed Water Box
FBM	Found Benchmark	P	Telephone Box
FMG	Found Mag Nail	T	Traffic Box
FMGD	Found Mag Nail and Disk	ARV	Air Release Valve
FVM	Found Monument in Well	FM	Force Main Valve
FND	Found	GV	Gas Valve
FNL	Found Nail	IV	Irrigation Valve
FPIP	Found Pinched Iron Pipe	RV	Reclaimed Water Valve
FPK	Found PK Nail	SV	Sanitary Valve
FPKD	Found PK Nail and Disk	UV	Utility Valve
FX	Found X Cross	WV	Water Valve
SIRC	Set Iron Rod and Cap	C	Cable Vault
SMG	Set Mag Nail		Electric Vault
SMGD	Set Mag Nail and Disk	F	Fiber Vault
SNL	Set Nail	T	Telephone Vault
SX	Set X Cross	UV	Utility Vault
TP	Traverse Point		
WP	Work Point		

E	Electric Handhole
C	Cable Handhole
F	Fiber Handhole
G	Gas Handhole
I	Irrigation Handhole
S	Sanitary Handhole
T	Telephone Handhole
U	Utility Handhole
W	Water Handhole
	Electric Meter
	Gas Meter
	Irrigation Meter
	Reclaimed Water Meter
	Sanitary Meter
	Water Meter
D	Drainage Manhole
E	Electric Manhole
M	Manhole
S	Sanitary Manhole
G	Grease Manhole
C	Cable Pedestal
E	Electric Pedestal
F	Fiber Pedestal
T	Telephone Pedestal
U	Utility Pedestal
C	Cable Marker
E	Electric Marker
F	Fiber Marker
G	Gas Marker
I	Irrigation Marker
S	Sanitary Marker
U	Utility Marker
W	Water Marker
C	Cable Marking
E	Electric Marking
F	Fiber Marking
G	Gas Marking
W	Water Marking
S	Sanitary Marking

Elevation In Feet
Elevation Shot Location

See Sheet 1 For Surveyor's Certificate

Survey History

Date	Description	By
11-04-21	Add subsurface information	11-04-21 MCK
02-11-22	Add offsite drainage	

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Jordan Creek
ALTA Boundary, Topo, Tree, & SUE Survey
1201 27th St. E., Bradenton FL 34208
Prepared for:
M/I Homes of Sarasota, LLC
Section 32, Township 34 South, Range 18 East,
Manatee County, FL

Project Number: 210027

SMH TOP = 11.62'
INV N = -1.08' 8" VCP
INV S = -1.07' 8" VCP
INV E = -1.00' 8" DI

SMH TOP = 11.09'
INV W = -0.86' 8" DI
INV E = -0.76' 8" DI

EDGE OF ASPHALT

6" CI WATER

6' CHAINLINK FENCE

SMH TOP = 11.42'
INV W = 7.25' 6" VCP

MIAMI CURB

RUINS OF CONCRETE FOUNDATION

SMH TOP = 11.34'
INV S = 7.07' 6" VCP

6' CHAINLINK FENCE

6" CI WATER

SMH TOP = 8.09'
INV N = 4.49' 6" VCP
INV W = 3.27' 6" VCP

25.00'

SANITARY SEWER FORCE MAIN

18" SANITARY SEWER FORCE MAIN (PER CITY MAPS) VEGETATION TOO DENSE FOR GPR LOCATION

FLOOD ZONE "X"

FLOOD ZONE "AE" EL=7'

FLOOD ZONE "AE" EL=7'
FLOOD ZONE "X"

6' CHAINLINK FENCE

18" SANITARY SEWER FORCE MAIN (PER CITY MAPS) VEGETATION TOO DENSE FOR GPR LOCATION

6' CHAINLINK FENCE

4' CHAINLINK FENCE

S00°48'10"W 300.46'

FLOOD ZONE "X"
FLOOD ZONE "AE" EL=7'
FLOOD ZONE "X"

4' CHAINLINK FENCE

6' CHAINLINK FENCE

TREE LEGEND

ARV	Arborvitae	LA	Laurel Oak
BIR	Birch	LI	Live Oak
CB	Chinaberry	LL	Longleaf Pine
CM	Camphor	TPL	Three Trees
CP	Cabbage/Sabal Palm	TO	Turkey Oak
DBL	Two Trees	UNK	Unknown
ELM	Elm	WO	Water Oak
GUM	Gum Tree	RO	Red Oak
MAG	Magnolia	BAY	Bay Tree/Sweet Bay
QP	Queen Palm	WF	Weeping Fig
CW	Carrotwood		

Live Oak
Tree location
36 LI
36"
Tree species
Diameter in inches at chest height

LEGEND

PRM	Permanent Reference Monument
TBM	Temporary Benchmark
Pg.	Page
O.R.	Official Records Book
LB	Licensed Business
(R)	Record Measurement
(TYP)	Typical
CONC.	Concrete
ELEV.	Elevation
INV.	Invert
CMP	Corrugated Metal Pipe
HDPE	High-Density Polyethelene
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe
BFP	Back Flow Preventor
CI	Curb Inlet
FFE	Finished Floor Elevation
GTI	Grate Top Inlet
MES	Mitered End Section
OCS	Outlet Control Structure
FAD	Found Aluminum Disk
FAXL	Found Axle
FBD	Found Brass Disk
FCM	Found Conc. Monument
FCW	Found Copper Weld
FIP	Found Iron Pipe
FIPC	Found Iron Pipe and Cap
FIR	Found Iron Rod
FIRC	Found Iron Rod and Cap
FBM	Found Benchmark
FMG	Found Mag Nail
FMGD	Found Mag Nail and Disk
FNM	Found Monument in Well
FND	Found
FNL	Found Nail
FPIP	Found Pinched Iron Pipe
FPK	Found PK Nail
FPKD	Found PK Nail and Disk
FX	Found X Cross
SIRC	Set Iron Rod and Cap
SMG	Set Mag Nail
SMGD	Set Mag Nail and Disk
SNL	Set Nail
SX	Set X Cross
TP	Traverse Point
WP	Work Point

SYL	Solid Yellow Line
SWL	Solid White Line
DWL	Dashed White Line
DYL	Dashed Yellow Line
OU	Overhead Utility Lines
S	Sanitary Sewer Line
G	Gas Line
SD	Storm Drain Line
W	Water Line
C	Communications Line
	Backflow Preventer
CO	Cleanout
	Fire Dept. Connection
	Fire Hydrant
	Guy Anchor
	Light Pole
MW	Monitoring Well
	Utility Pole
S	Sanitary Cleanout
	Sign
WW	Water Well
	Grate Top Inlet
MB	Mail Box
MB	Transformer
MB	Wetland Flag
C	Cable Box
E	Electric Box
F	Fiber Box
R	Reclaimed Water Box
P	Telephone Box
T	Traffic Box
ARV	Air Release Valve
FM	Force Main Valve
	Gas Valve
	Irrigation Valve
	Reclaimed Water Valve
	Sanitary Valve
	Utility Valve
	Water Valve
C	Cable Vault
E	Electric Vault
F	Fiber Vault
T	Telephone Vault
U	Utility Vault

E	Electric Handhole
C	Cable Handhole
F	Fiber Handhole
G	Gas Handhole
I	Irrigation Handhole
S	Sanitary Handhole
P	Telephone Handhole
U	Utility Handhole
W	Water Handhole
E	Electric Meter
G	Gas Meter
I	Irrigation Meter
R	Reclaimed Water Meter
S	Sanitary Meter
W	Water Meter
D	Drainage Manhole
E	Electric Manhole
M	Manhole
S	Sanitary Manhole
G	Grease Manhole
C	Cable Pedestal
E	Electric Pedestal
F	Fiber Pedestal
T	Telephone Pedestal
U	Utility Pedestal
C	Cable Marker
E	Electric Marker
F	Fiber Marker
G	Gas Marker
I	Irrigation Marker
S	Sanitary Marker
U	Utility Marker
W	Water Marker
C	Cable Marking
E	Electric Marking
F	Fiber Marking
G	Gas Marking
W	Water Marking
S	Sanitary Marking

Elevation to Feet
Elevation Shot Location

NORTH

0 40' 80'

Scale: 1" = 40'

See Sheet 1 For Surveyor's Certificate

Survey History

Date	Description	By
05-07-21	Added trees to legend	MCK

MRIC SPATIAL
701 S. Howard Avenue, Suite 106-320
Tampa, FL 33606
813-515-0821
MRICSpatial.com
Licensed Business #8325

Jordan Creek
ALTA Boundary, Topo, Tree, & SUE Survey
1201 27th St. E., Bradenton FL 34208
Prepared for:
M/I Homes of Sarasota, LLC
Section 32, Township 34 South, Range 18 East,
Manatee County, FL

Project Number: 210027 | **Sheet 3 of 3**

City of Bradenton
Planning and Community Development
Planning Commission
January 24, 2024

Staff Report

Case Number: SP.23.4843
Applicant: Matthew J. Morris, P.E., agent for Jordan Creek at Bradenton East, LLC
Address: 1207 27th Street East; 2906 11th Avenue East
Ward: 5
Current Zoning: R-2 (Medium Density Residential)
Proposed Zoning: Planned Development Project (application submitted concurrently with preliminary plat application)
Future Land Use: RESMED (Medium Density Residential)
Flood Zone: AE, X
Surrounding Property:
Zoning: North: R-2 (Medium Density Residential)
South: R-2 (Medium Density Residential)/R-3 (High Density, Multifamily Residential)
East: Manatee County
West: T-4R (General Urban Restricted)
Future Land Use: RESMED (Medium Density Residential)

Summary of Request

The applicant is requesting preliminary plat approval of a subdivision comprised of 66 lots with 66 single family semidetached dwellings on an approximately 12.19-acre site located at 1207 27th Street East and 2906 11th Avenue East. The plat also encompasses delineations for private drainage easements, and a private recreation area. A rezoning application to Planned Development has been filed along with the preliminary plat. Future Land Use Category is Medium Density Residential, with a base density of ten dwelling units per acre. The site is within flood zone X and AE.

The property is currently vacant with an approved preliminary plat from 2021 for 33 two-family dwellings.

What follows is the standards from the Land Use Regulations (LUR) for preliminary plats and an assessment of how this application meets each standard.

Preliminary Subdivision Plat

2.2.11.b. Subdivision Plat Approval.

Preliminary Plat Submission. The application for preliminary approval shall include a completed application form, the fee set forth in Appendix A and the Preliminary Plat showing information as required by Subsection 2.2.11.4. The requirement for a Preliminary Plat is waived for all subdivisions of five lots or less and not new streets. Projections of impacts of the subdivision upon roadways, sewer and water, public drainage, school, and recreation facilities shall be submitted with the Preliminary Plat for the purpose of concurrency review.

4.2 Subdivision of Land. This section contains the design standards and review criteria for subdivisions.

4.2.1 Design Standards.

1. **Lots:** The 66 lots match the dimensional requirements proposed in the Planned Development Project zoning. The proposed density is less than the total possible density of the site, which would be 120 market rate units.

2. **Streets:** The plat provides three local streets, 12th Avenue East, 28th Street East, and River Run Way. The streets and infrastructure will be constructed to City of Bradenton standards and will be dedicated to the Public at the time of final plat. The new local street will meet the required width of 50 feet. An agreement has already been established to connect the new portion of River Run Way to the existing portion to the east.

3. **Natural and Man-made Features of the Site:** A man made pond will be constructed in the northeastern corner of the development; it is unclear if this is meant to be a retention (wet) or detention (dry) pond. A tree survey and tree removal plan will be submitted along with a landscape plan for evaluation at the time of Site Improvement Permitting, with tree replacement to be in accordance with Section 2.2.3.1 of the Land Use Regulations. A landscape plan submitted with the PDP rezoning application indicated that 507 replacement trees will be required; it appears the applicant will plant 214 trees and pay into the tree fund for 293 trees. A small private recreation area is provided near the pond. There are no wetlands associated with the site.

4. **Drainage:** Drainage facilities are proposed to meet the Southwest Florida Water Management District specifications.

5. **Easements:** Easements are included to accommodate public utilities, including sewer, water and drainage for each lot in the subdivision. All easements will be recorded with the Final Plat.

6. **Recreation:** It is unclear if the total recreation space provided meets the code minimum of a half-acre. The PDP shows a bench, bike rack, and pedestrian path around the stormwater pond.

7. **Sewer & Water:** Sewer and water will be provided by the City. There is adequate capacity to serve the subdivision at this time.

8. **Schools:** There is adequate capacity for all services. School capacity is available or will be available within the School Service Area or contiguous School Service Area, as confirmed by a school capacity report.

Staff Recommendation

The application for preliminary subdivision meets most of the criteria for review and development. The preliminary plat is mostly consistent with Land Use Regulations Section 4.2.1 Subdivision of Land, Design Standards, with the exception of the provided recreation area.

Staff recommends approval of SP.23.4843, based upon the requirements pursuant to Sections 2.2.11 and 4.2.1 of the Land Use Regulations, and contingent upon the approval of the rezoning to PDP.

Respectfully submitted,

Jamie Schindewolf
Senior Planner
City of Bradenton

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Legal Description

Exhibit E: Preliminary Plat

EXHIBIT A

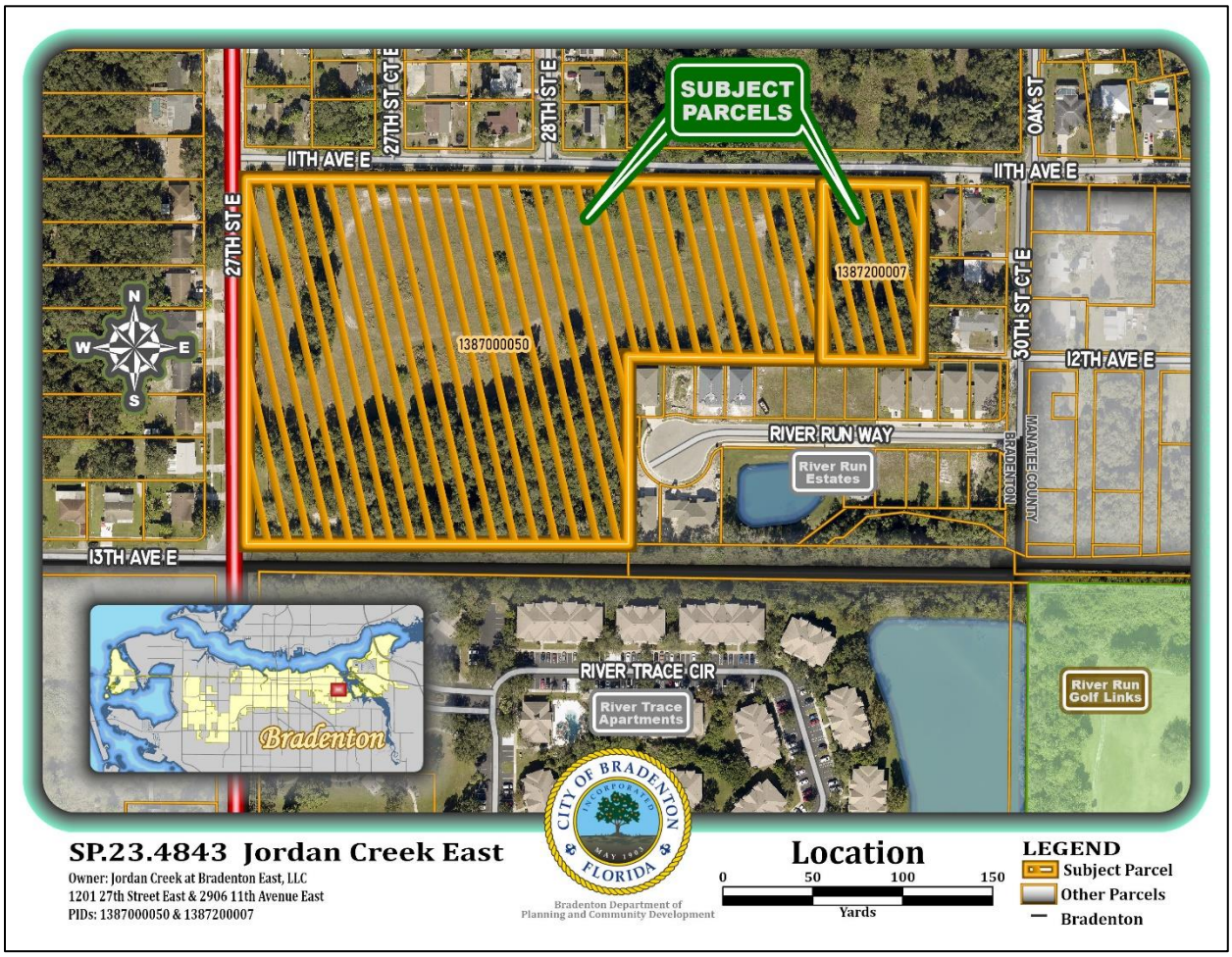

SUBJECT PARCELS
11TH AVE E
27TH ST CT E
28TH ST E
OAK ST
27TH ST E
1387200007
30TH ST CT E
1387000050
12TH AVE E
RIVER RUN WAY
River Run Estates
MANATEE COUNTY
BRADENTON
13TH AVE E
N
W
E
S
Bradenton
RIVER TRACE CIR
River Trace Apartments
River Run Golf Links
SP.23.4843 Jordan Creek East
Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Location
0
50
100
150
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT B

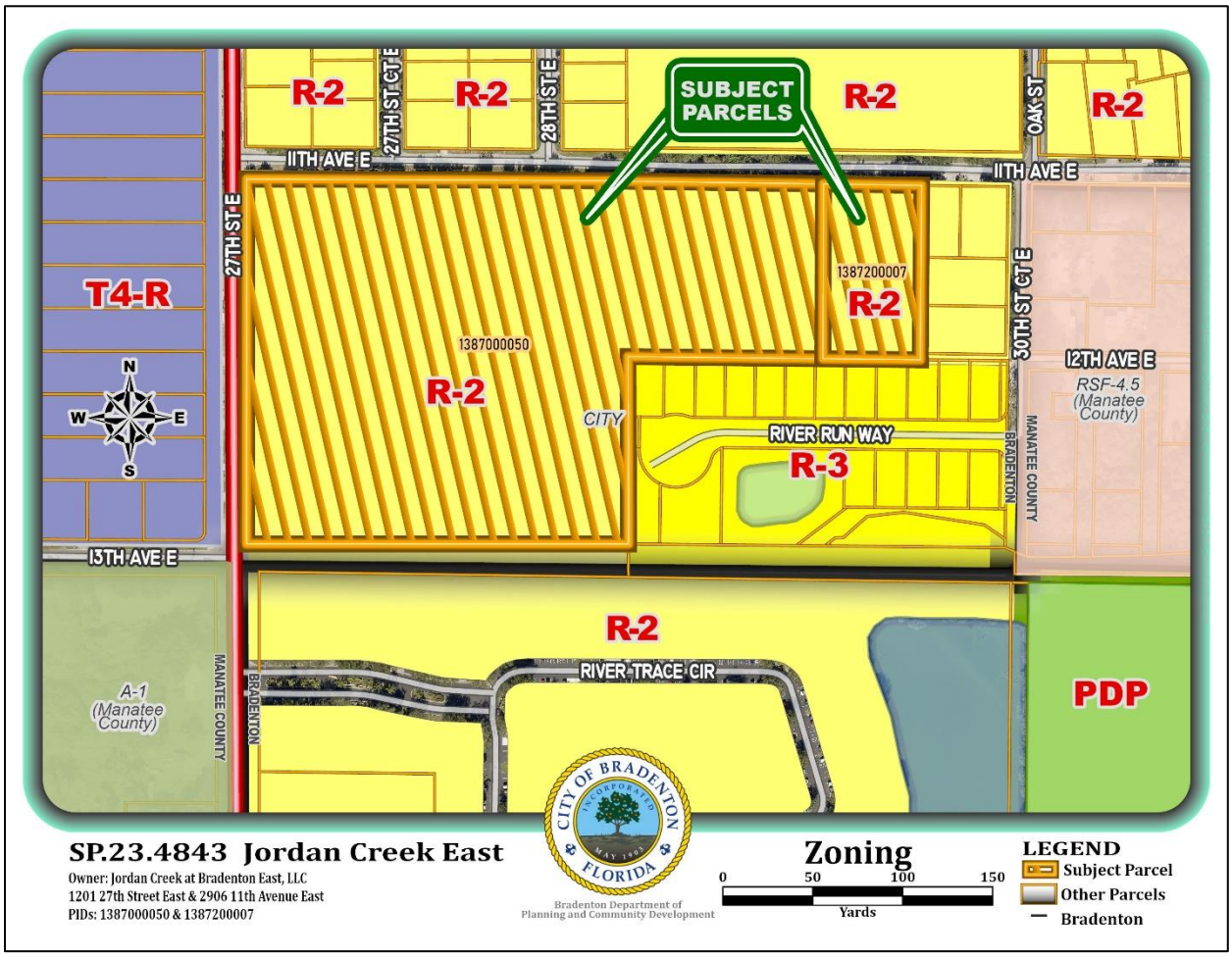

SUBJECT PARCELS
R-2
R-2
R-2
R-2
R-2
R-2
R-3
T4-R
PDP
A-1 (Manatee County)
RSF-4.5 (Manatee County)
11TH AVE E
13TH AVE E
12TH AVE E
27TH ST E
27TH ST CT E
28TH ST E
30TH ST CT E
OAK ST
RIVER RUN WAY
RIVER TRACE CIR
CITY
BRADENTON
MANATEE COUNTY
1387000050
1387200007
N
S
E
W
SP.23.4843 Jordan Creek East
Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007
CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development
Zoning
0 50 100 150
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT C

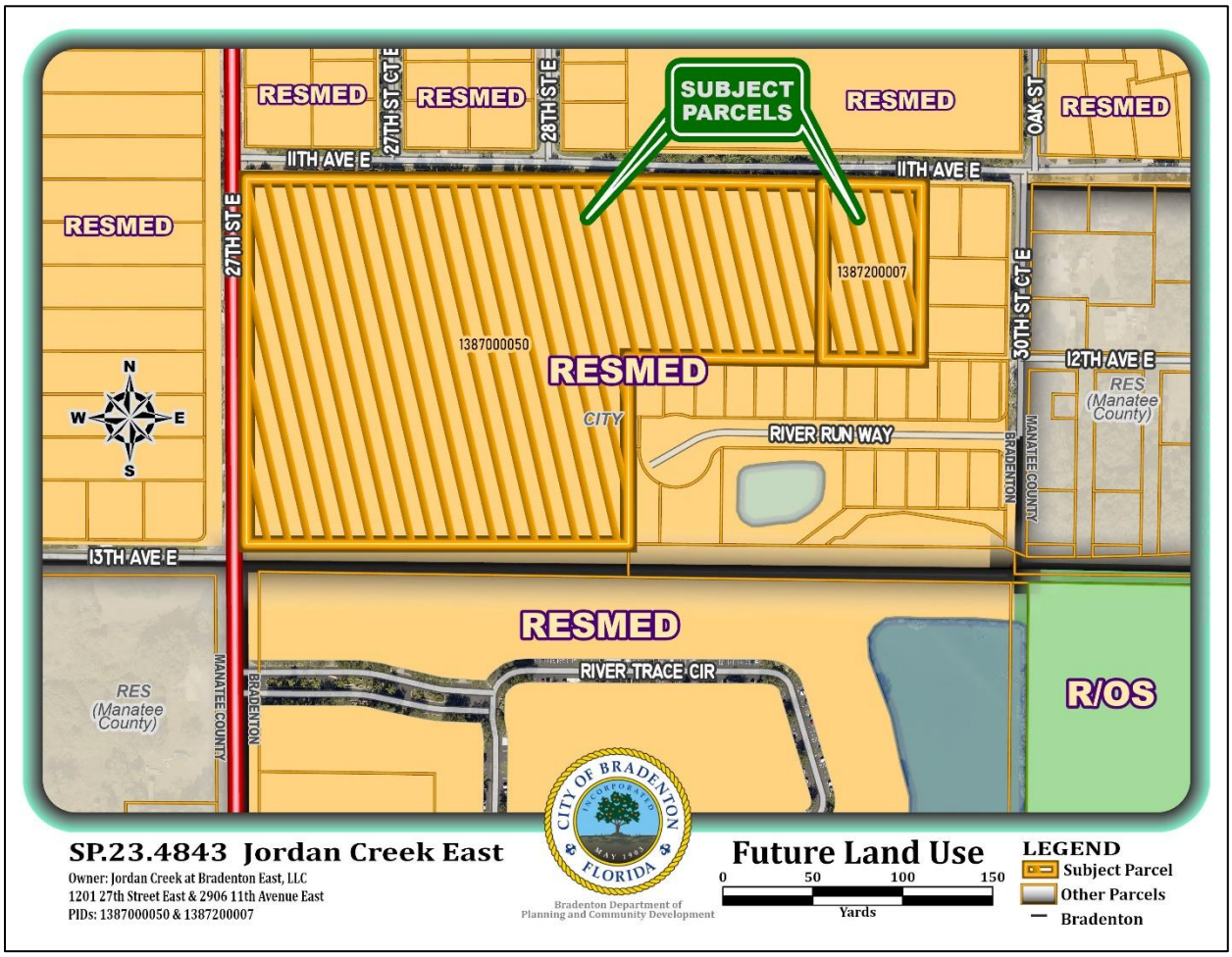

SUBJECT PARCELS
RESMED
RESMED
RESMED
RESMED
RESMED
RESMED
RESMED
RESMED
11TH AVE E
11TH AVE E
27TH ST E
27TH ST CT E
28TH ST E
OAK ST
30TH ST CT E
1387200007
1387000050
CITY
RIVER RUN WAY
12TH AVE E
RES (Manatee County)
MANATEE COUNTY
BRADENTON
13TH AVE E
RESMED
RIVER TRACE CIR
R/OS
RES (Manatee County)
MANATEE COUNTY
BRADENTON
N
W
E
S
SP.23.4843 Jordan Creek East
Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007
CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development
Future Land Use
0 50 100 150
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT D
LEGAL DESCRIPTION

Parcel 1

Lots 1 through 14, Block 5, SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, as per plat thereof recorded in Plat Book 2, Page 144, of the Public Records of Manatee County, Florida. Also, the West 1/2 of vacated 6th Street lying between Blocks 5 and 6 of South Braden Castle Camp Addition To Manatee, Florida, as per plat thereof recorded in Plat Book 2, Page 144, as described in Resolution 87-49 in Official Records Book 1194, Page 1435, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at the Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021; thence along said South maintained right-of-way line, S.89°24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line, S.89°24'24"E., a distance of 307.07 feet to the Northeast corner of Block 4, of said SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence
S.89°24'24"E., a distance of 40.00 feet to the Northwest corner of aforesaid Block 5, said point being the POINT OF BEGINNING; thence along aforesaid South right-of-way line of 11TH AVENUE EAST (CORBETT STREET PER PLAT), S.89°24'24"E., a distance of 144.39 feet to the Northeast corner of aforesaid Block 5; thence along the centerline of aforesaid vacated 6TH Street, S.00°18'10"W., a distance of 280.46 feet to the southeast corner of aforesaid Block 5; thence along the North right-of-way line of JACKSON STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA,
N.89°23'01"W., a distance of 144.39 feet to the Southwest corner of aforesaid Block 5; thence along the East right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, N.00°18'10"E., a distance of 280.40 feet to the POINT OF BEGINNING.

Parcel 2

All that certain plat, piece or parcel of land known and described as the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 32, Township 34 South, Range 18 East, being and lying in Manatee County, Florida, LESS AND EXCEPT 30 feet off the South side for Railroad right of way, 25 feet off the West side for 27th STREET right-of-way, & 11TH Avenue East as now laid out and in use. TOGETHER WITH all of Block 3 and all of Block 4, South Braden Castle Camp Addition To Manatee, Florida, as per Plat thereof recorded In Plat Book 2, Page 144, ALSO that part of vacated Third Street, lying adjacent to Block 3, and that part of Vacated Fourth Street lying between Blocks 3 and 4 and that Part of the North 1/2 of vacated Jackson Street lying South of and adjacent to Blocks 3 and 4, as vacated by Resolution 92- 45 recorded in Official Records Book 1389, Page 3660, of the Public Records of Manatee County, Florida, and being further described as follows:

COMMENCE at Northwest corner of Section 32, Township 34 South, Rage 18 East, Manatee County Florida; run thence along the West boundary of the Northwest 1/4 of said Section 32, S.00°24'51"E., a distance of 691.91 feet; thence S.89°24'24"E., a distance of 25.00 feet to a point on the South maintained right-of-way line of 11TH AVENUE EAST, as delineated by Matthew Kneeland PSM 7092, on 2/23/2021, said point being the POINT OF BEGINNING, thence along said South maintained right-of-way line, S.89° 24'24"E., a distance of 634.25 feet to a point on the East boundary of the Southwest 1/4 of aforesaid Northwest 1/4 of Section 32; thence along said East boundary, N.00°09'40"W., a distance of 5.88 feet to a point on the South right-of-way line of aforesaid 11TH AVENUE EAST (CORBETT STREET PER PLAT), as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA; thence along said South right-of-way line,
S.89° 24'24"E., a distance of 307.07 feet to the Northeast corner of aforesaid Block 4; thence along the West right-of-way line of 5TH STREET, as shown on aforesaid SOUTH BRADEN CASTLE CAMP ADDITION TO MANATEE, FLORIDA, S.00°18'10"W., a distance of 300.39 feet to a point on the North boundary of RIVER RUN ESTATES, according the plat thereof, recorded in Plat Book 65, Page 55, of the Public Records of Manatee County, Florida; thence along said North boundary, N.89°23'01"W., a distance of 304.64 feet to the Northwest corner of said RIVER RUN ESTATES; thence along the West boundary of said RIVER RUN ESTATES, S.00°09'40"E., a distance of 312.19 feet to the Southwest corner of said RIVER RUN ESTATES said point also lying on the North right-of-way line of an unrecorded 30 foot railroad right-of-way; thence along said North right-of-way line,
N.89° 26'13"W., a distance of 631.56 feet to a point on the East maintained right-of-way line of 12th STREET EAST, as delineated by Matthew Kneeland

PSM 7092, on 2/23/2021; thence along said East right-of-way line, N.00°24'51"W., a distance of 606.97 feet to the POINT OF BEGINNING.

TOGETHER WITH vacated right of ways for 5th Street and Jackson Street as set forth and more particularly described in Ordinance No. 3085 recorded October 22, 2021 in Instrument # 202141140894.

School District of Manatee County

School Report

This School Report does not reserve capacity for school concurrency

This report is in response to a request for analysis of the projected demands on school facilities for the proposed land development application. This report is intended to be only information and analysis to assist the governing board in its land-use decision.

Project Information

Local Government:	City of Bradenton	**Senior Planner:**	Myra Schwarz,CNU-a
Project Name:	Jordan Creek at Bradenton East	**Fee:**	$ 650.00
Application Type:	#212424	**Date:**	03/04/21
Record Number:		**SSA:**	3
Project Number:		**Acres:**	12+/-
Address/PIN:	1207 27th St E and 2906 11th Ave E, Bradenton 34208	**Version:**	Preliminary Plat

Overview

The applicant requested Preliminary Plat approval for 66 duplex units on 33 lots on 12+/- acres. The development is proposed at 1207 27th Street East and 2906 11th Avenue East, Bradenton.

The School Report requires a fee of $650. The report is being issued in good faith so that the application can proceed without interruption.

Projected Students

Total Dwelling Units	Dwelling Unit	Elementary	Middle	High	Total
Townhouse/Duplex	66	13	5	4	22

ISSUES

Requires a response from the Applicant. Requires applicant modify plan and submit an updated new version of the plan (has a rule/law/code that requires the change)

None at this time.

CONDITIONS

Stipulations and comments that will not reject the plan for approval (would like to have but does not have a rule/law/code requiring the change)

None at this time.

NOTES

Preliminary School Concurrency Analysis
School capacity is available or will be available within the SSA or the contiguous SSA. A School Concurrency Analysis ($800) is required. The final analysis may differ from this preliminary analysis. This School Report does not reserve school capacity.

2020-21 School Attendance Zones
These are current school year attendance zones. These zones are subject to change by the School Board.
- Bashaw Elementary
- Braden River Middle
- Manatee High School

Sidewalks and Bicycle Paths
The development is not located within the two mile walking radius of a zoned school. Elementary, middle and high school students residing at this development will qualify for bussing. Staff is unable to determine if internal sidewalks are proposed. Sidewalks do exist along 27th Street East. The School District is requesting that sidewalks connect 27th Street East to all lots within the subdivision so that students have a safe route to area bus stops.

Crosswalks, Traffic Signalization, School Signs & Markings
Staff is unable to determine if internal crosswalks are proposed. The School District is requesting that crosswalks be provided at internal intersections and the internal street intersections with 27th Street East so that students have a safe route to area bus stops.

Transportation, Bus Stops, and Bus Shelters

At this time, the School District intends to utilize existing bus stops or the intersection of River Run Drive and 27th Street East as student pickup and drop off for the development.

The School District has observed a growing trend of parents driving students to bus stops and parking vehicles near the bus stop. The School District generally suggests providing a wider roadway near bus stops to accommodate additional parked cars or a **parking area** so the bus will be able to safely load/unload students and pass parked cars on the roadway. The applicant may want to work with the local government to establish a **No Parking Ordinance** in the entrance drives due to the trend of vehicles parking in these areas for the bus stops. **The School District also suggests providing a bus shelter, bicycle racks and lighting in the immediate area.**

Future circumstances may require a bus to enter a subdivision (i.e. special needs students). The School District recommends sufficient radius for a bus to turn around. The school buses require 10 feet of roadway and have a turning radius of 30 to 42.7 feet curb to curb.

Signature: Mike Pendley Executive Planner Date: 6/14/2021

pendleym@manateeschools.net (941) 708-8800 Extension 44056

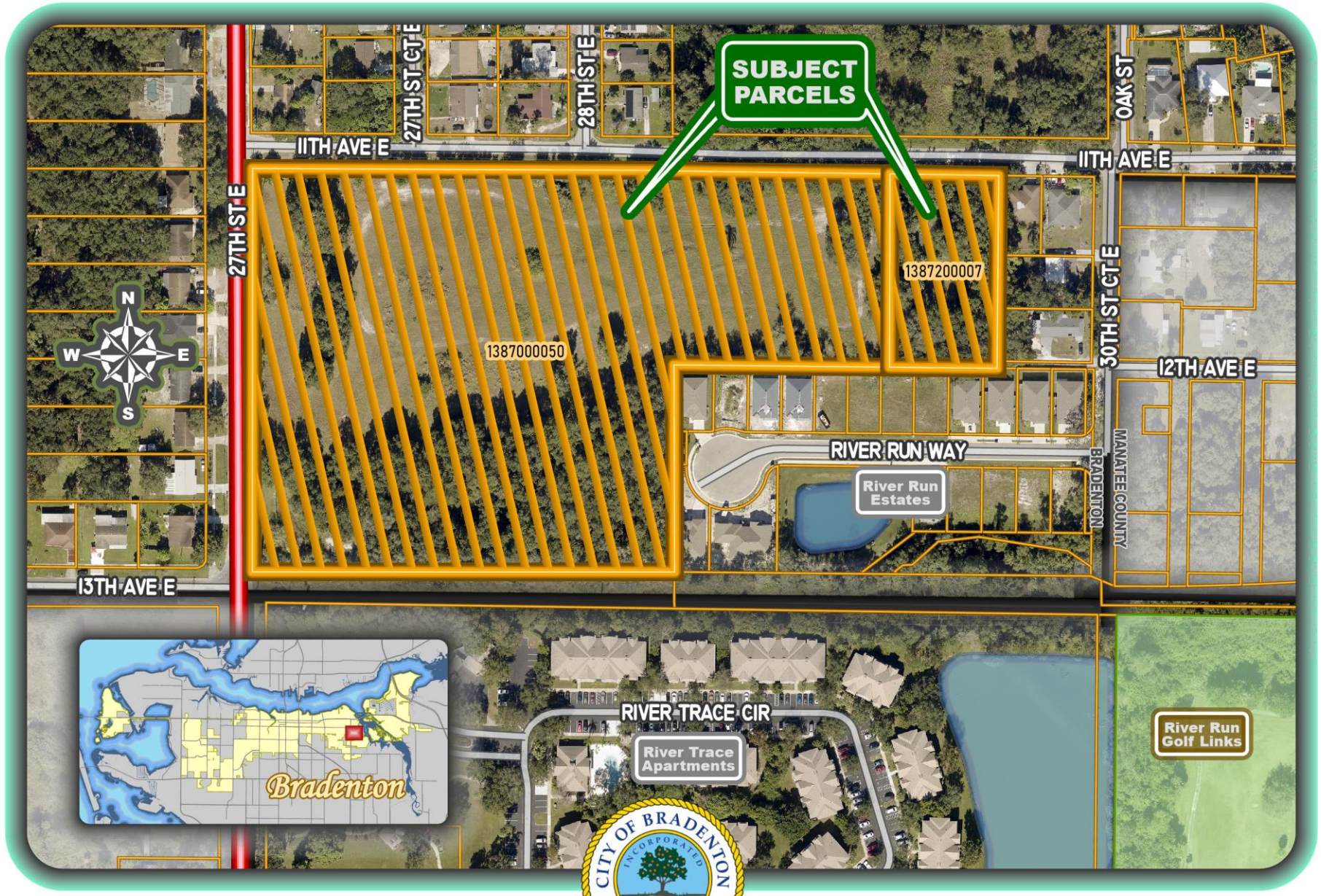
City Council

January 24, 2024

SP.23.4843

1201 27th Street East and 2906 29th Avenue East

Request for Preliminary Plat Approval for 66 Single-Family Semidetached lots on approximately 12 acres



SP.23.4843 Jordan Creek East

Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Location

0 50 100 150
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Zoning



SP.23.4843 Jordan Creek East

Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

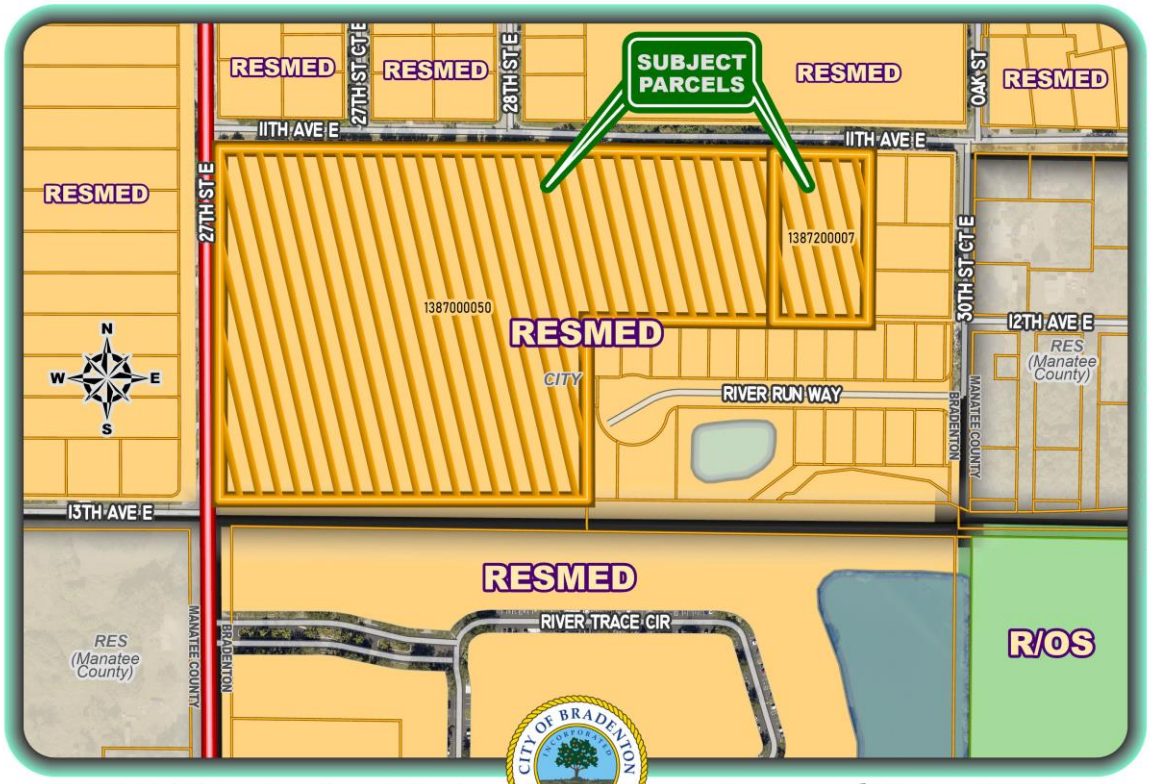
Bradenton Department of Planning and Community Development

Zoning

0 50 100 150
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

Future Land Use



SP.23.4843 Jordan Creek East

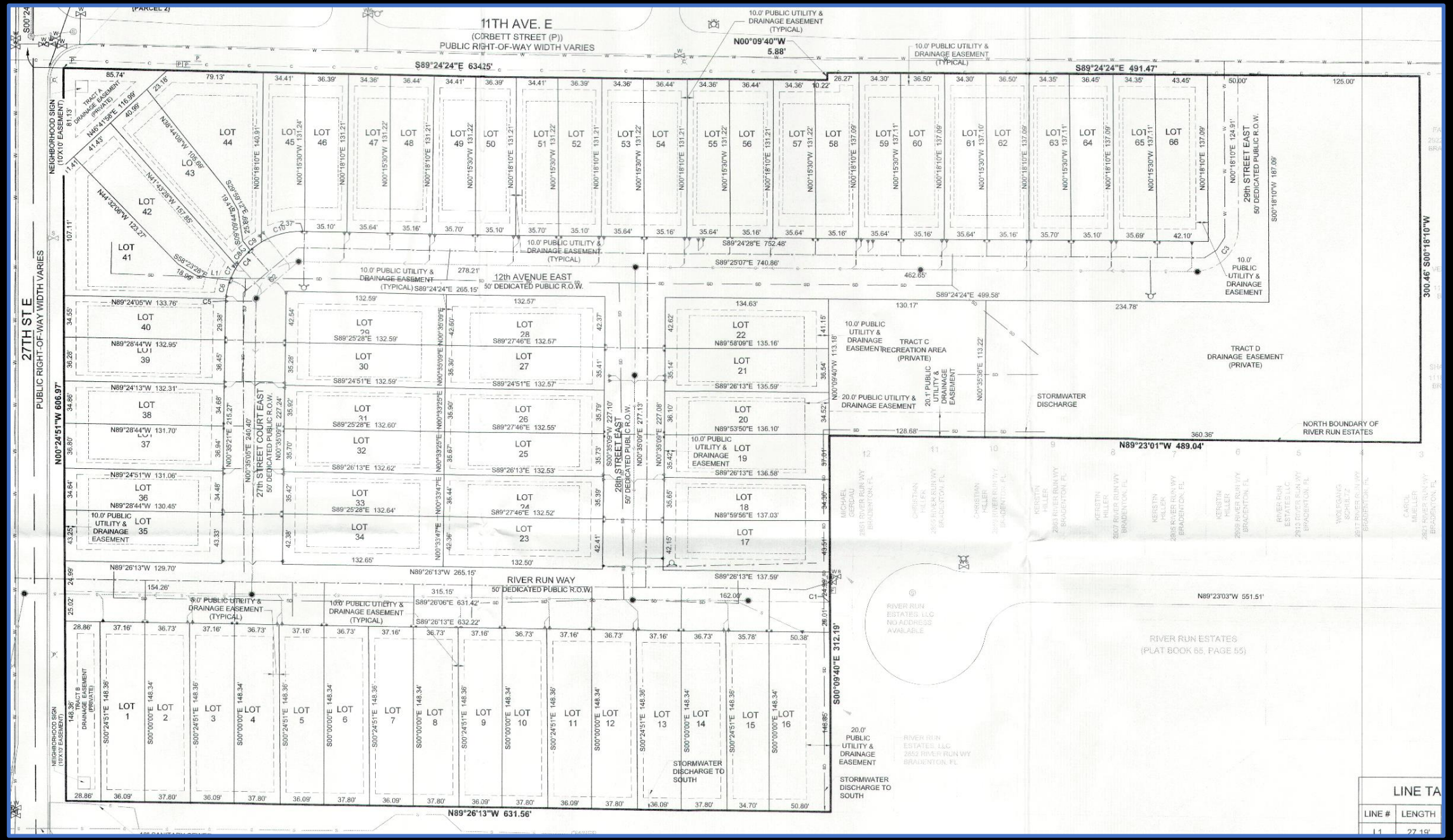
Owner: Jordan Creek at Bradenton East, LLC
1201 27th Street East & 2906 11th Avenue East
PIDs: 1387000050 & 1387200007

Bradenton Department of Planning and Community Development

Future Land Use

0 50 100 150
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton


11TH AVE. E
(CORBETT STREET (P))
PUBLIC RIGHT-OF-WAY WIDTH VARIES
27TH ST E
PUBLIC RIGHT-OF-WAY WIDTH VARIES
12th AVENUE EAST
50' DEDICATED PUBLIC R.O.W.
29th STREET EAST
50' DEDICATED PUBLIC R.O.W.
27th STREET COURT EAST
50' DEDICATED PUBLIC R.O.W.
28th STREET EAST
50' DEDICATED PUBLIC R.O.W.
RIVER RUN WAY
50' DEDICATED PUBLIC R.O.W.
TRACT A DRAINAGE EASEMENT (PRIVATE)
TRACT B DRAINAGE EASEMENT (PRIVATE)
TRACT C RECREATION AREA (PRIVATE)
TRACT D DRAINAGE EASEMENT (PRIVATE)
NEIGHBORHOOD SIGN (10'X10' EASEMENT)
10.0' PUBLIC UTILITY & DRAINAGE EASEMENT (TYPICAL)
20.0' PUBLIC UTILITY & DRAINAGE EASEMENT
20.1' PUBLIC UTILITY & DRAINAGE EASEMENT
STORMWATER DISCHARGE
STORMWATER DISCHARGE TO SOUTH
NORTH BOUNDARY OF RIVER RUN ESTATES
RIVER RUN ESTATES
(PLAT BOOK 65, PAGE 55)
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
LOT 38
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
LOT 44
LOT 45
LOT 46
LOT 47
LOT 48
LOT 49
LOT 50
LOT 51
LOT 52
LOT 53
LOT 54
LOT 55
LOT 56
LOT 57
LOT 58
LOT 59
LOT 60
LOT 61
LOT 62
LOT 63
LOT 64
LOT 65
LOT 66
S89°24'24"E 634.25'
S89°24'24"E 491.47'
N00°09'40"W 5.88'
N89°24'28"E 752.48'
S89°25'07"E 740.86'
S89°24'24"E 499.58'
N89°23'01"W 489.04'
N89°23'03"W 551.51'
N89°26'13"W 631.56'
N00°24'51"W 606.97'
S00°09'40"E 312.19'
300.46' S00°18'10"W
LINE TA
LINE #
LENGTH
L1
27.19'

Preliminary Plat

- 66 lots with 66 single family semidetached dwellings on an approximately 12.19 acre site
- Three proposed local streets, constructed to City standards
- Man-made retention pond to be constructed in the northeast corner
  - No wetlands on site
- Drainage to meet SWFWMD standards

Preliminary Plat

- Easements are included to accommodate public utilities
- Private recreation area provided near the pond
- Sewer and water to be provided by the city
- Adequate capacity for schools is available

Staff Recommendation

- Staff recommends approval of SP.23.4843
  - Contingent upon the approval of the rezoning to PDP

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
December 20, 2023

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Darin Autrey-Vice Chair, Michael Jones, Michael Neal, Kurt Landefeld, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Asst. Director, Planning and Community Development, Jamie Schindewolf-Sr. Planner, Monica Friedl-City Planner, Lori Brunner-Planning and Community Development Administrative Assistant, David Cronkhite-City Surveyor, Duette Hart-Project Design Specialist.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Roll Call
4. Motion to approve the October 18, 2023 Meeting Minutes by Commissioner Neal, and seconded by Commissioner Green.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

STAFF COMMENT

PCD Assistant Greg DeLong introduced two new staff members.
Duette Hart, Public Works Project Design Specialist and Monica Friedl, City Planner.

AGENDA ITEMS:

1. **Scrivener's Error:** Correct approved resolution number from RES 23-72 to RES 23.2988.

Staff Recommendation: Jamie Schindewolf presented the correction to approve the Resolution which was included in the Commission packets.

Motion: Commissioner Autrey motioned to approve the resolution and Commissioner Neal seconded the motion. Motion passed unanimously.

2. **Ordinance 4024, Case Number RV.23.4299:** Request filed by Yolanda Hart, owner, for a right-of-way vacation for property located at 1130 8th Avenue East (Parcel ID Number 3228500259) in the T4-R (General Urban Restricted) transect zoning district.

Staff Recommendation: Greg DeLong spoke on behalf of the City. He presented a map and a survey of the property. Staff recommends approval.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

3. **Case Number AD.23.4865:** Resolution granting a Form Based Code (FBC) Adjustment for an additional projecting wall sign to be located on the western façade of a building located at 1402 13th Street West (Parcel ID 4436200059) in the T-4O (General Urban Open) transect zoning district. Additional request to exceed the dimensional standards for projecting signs in the T-4O district. Application filed by Framework Group, LLC, agent for Pearl Homes Partnership Eight, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is for a Form Based Code adjustment of a wall sign. Staff recommends approval.

Applicant: Hanna French, Framework Group, 1211 N. Westshore Blvd., Tampa, FL.
No presentation; she stated that staff was very thorough.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve and Commissioner Jones seconded. Motion passed unanimously.

4. **Resolution 24-01, Case Number SU.23.4849:** Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; for property located at 1201 1st Avenue West (Parcel ID Number 3325500001) in the T5 (Urban Center) transect zoning district. Application filed by Amanda Hessein of Rutledge Ecenia, PA, agent for Players Point Hotel, LLC (owner).

Staff Recommendation: Mr. DeLong spoke on behalf of the City. He presented a location map which shows 8 tables with 4 seats each, and the spacing. Staff recommends approval with stipulations listed.

Chair Ben Bakker asked if the tables will be taken in at night. Mr. DeLong discussed briefly with City Attorney Scott Rudacille who stated that there is a conflict concerning this requirement. He asked Nancy Myer, who will check on the requirements and the codes.

DRAFT

Applicant: Nate Greer, representative for Oak & Stone, 5514 Pleasant View Ct., Bradenton, FL. Mr. Greer stated that the tables will be locked to the pavement or brought inside if needed. He discussed spacing for walk-through and will comply with the requirements.

The Commissioners discussed traffic and planters, as well as spacing measurements.

Mr. DeLong stated that tables need to be out of sight after hours.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Landefeld motioned to approved with the identified stipulations. Commissioner Green seconded. Motion passed unanimously.

5. **Ordinance 4027, Case Number PDP.23.4841:** Request filed by Matthew J. Morris P.E. of Morris Engineering & Consulting, LLC for a zoning atlas amendment to rezone properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007) from R-2 (Medium Density Residential) to the PDP (Planned Development Project) zoning district.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. She presented maps and stated that this is a re-zone request. Staff recommends getting updated plans and will follow-up with all concerned. Ms. Schindewolf also stated that they have had some public concerns, but just for information.

Chair Bakker asked about these paired villas, or duplexes, in the code or if it's something new. Robin Singer clarified that these are condo plats and they are looking at ordinances for the future. Commissioner Neal discussed that these are handled like townhouses. Commissioner Autrey asked for clarification of the wall between the units.

Applicant: Kyle Grimes, Grimes Galvano, 1023 Manatee Ave. W., Bradenton, FL, on behalf of the applicant. He stated that Ms. Schindewolf did a good job explaining the re-zoning from R-2 to PDP. It is the same number of units; 66. It also allows individual sales of the units. He introduced Linda Stewart. Linda Stewart, Morris Engineering, 6197 Professional Parkway, Sarasota, FL. Ms. Stewart stated that the parking lot will be asphalt. She went over the site plan and is asking for approval. She also clarified that the ponds are retention.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

DRAFT

Motion: Commissioner Autrey motioned to approve with the stipulation to reduce the buffer from 25 feet to 20 feet. Commissioner Neal seconded. Motion passed unanimously.

6. **Preliminary Subdivision Plat: Case Number SP.23.4843:** Request for Preliminary Plat approval in a Planned Development Project (PDP) zoning district for properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007). Application filed Matthew J. Morris P.E., Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is a request for approval of the preliminary plat; re-zone to PDP. Staff recommends approval.

Applicant: Kyle Grimes, Grimes Galvano, stated that Ms. Schindewolf stated everything that has been covered.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

Discussion Items:
2024 Meeting dates were discussed. (Calendar was in Commission packets).

Motion: Commissioner Neal motioned to approve. Commissioner Green seconded. Motion passed unanimously.

Reports from Special Study Committee: None

Director's Report: Ms. Singer went over the Visioning process. There will be public input starting in February. City Council will attend. The City will put the word out and have a kick-off session. Then there will be a summary and an on-line survey for the expectations for the City. Also, Matt Lewis from Stantec is the primary contact and may be emailing the Commissioners.

Ms. Singer also stated that the Art Center is under way, as well as Riverview 6 and 920.

Mr. DeLong discussed the Commissioner packets and giving better quality to the Commissioners. They will be moved to one month instead of 3 weeks.
He and his staff will also be working on some special projects.

DRAFT

Adjournment: The meeting adjourned at 3:14 p.m.

Ben Bakker, Chair

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

DRAFT

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4024 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 15-FOOT ALLEY AS SHOWN ON LOT 5, BLOCK C, GRAHAM'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF 8TH AVENUE EAST AND WEST OF 12TH STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval of Ordinance 4024.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting to vacate approximately 709-square feet of a remaining unimproved 15-foot-wide alley. The subject alley right-of-way lies east of 1130 8th Avenue East. On August 10, 2022, City Council approved (Ord. No. 3099) for the vacation of the eastern portion of the said alley, therefore leaving the remaining subject right-of-way.

The applicant is requesting the vacation in order to extend their parcel, complete the vacation of the right-of-way, and to be able to install a fence to establish a boundary between the applicant's property and the property to the east, which is now developed.

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

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Ordinance 4024.

ATTACHMENTS:
Ordinance 4024
RV.23.4299 - Application
RV.23.4299 - Staff Report
RV.23.4299 - Presentation
12-20-2023 Planning Commission Minutes

Ordinance No. 4024

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 15-FOOT ALLEY AS SHOWN ON LOT 5, BLOCK C, GRAHAM'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF 8TH AVENUE EAST AND WEST OF 12TH STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHERAS, the Applicant, Yolanda Hart, owns the property located at 1130 8th Avenue East, Bradenton, FL 34208, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant, Yolanda Hart, has filed an application to vacate a portion of the 15-foot-wide alley, legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

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

Section 1. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does

hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 2. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 3. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 4. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	January 10, 2024
PUBLICATION DATE	January 12, 2024
SECOND READING	January 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24th DAY OF JANUARY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

_____ _____

Tamara Melton, City Clerk Gene Brown, Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

EXHIBIT "A"

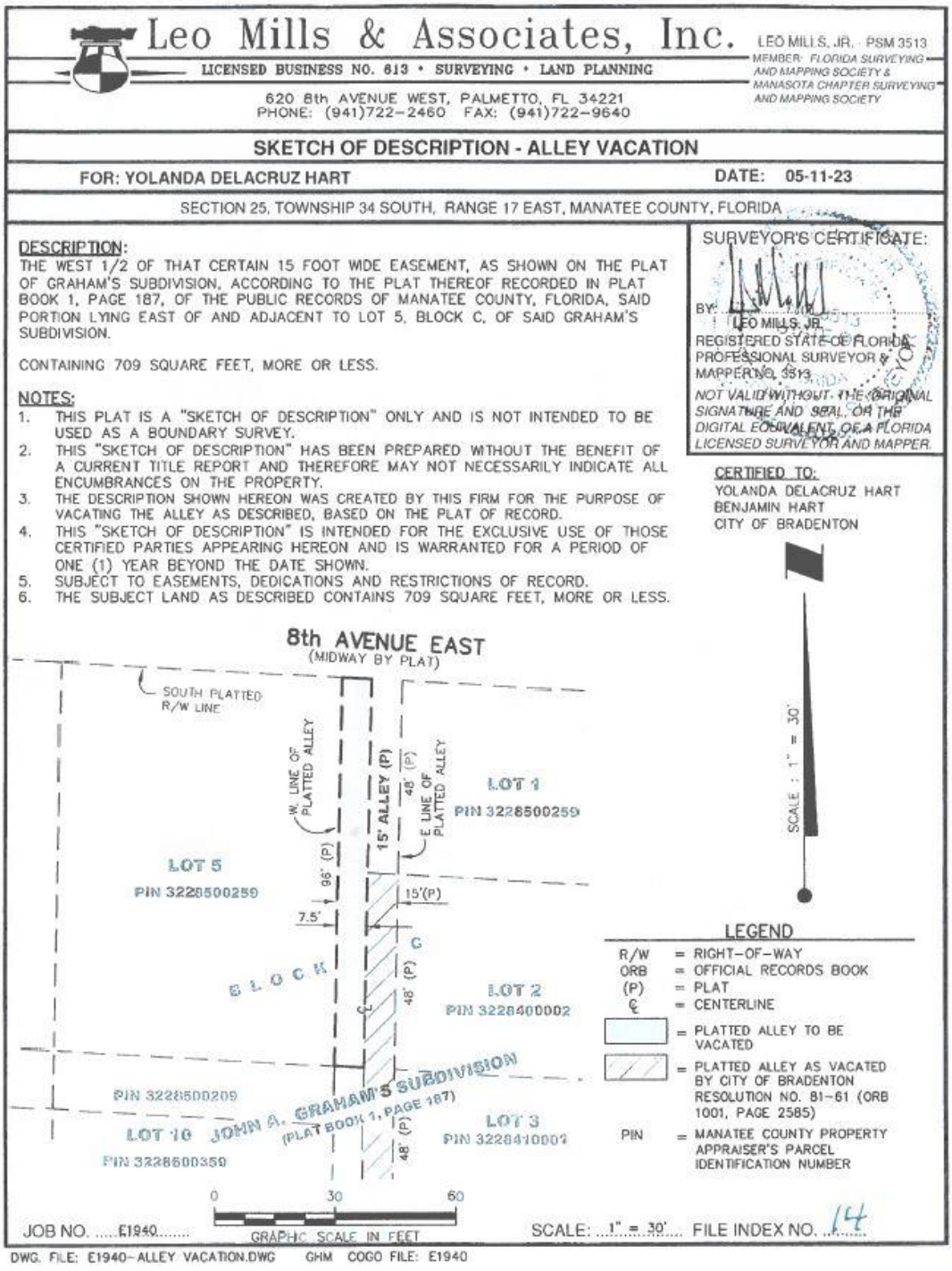

Leo Mills & Associates, Inc.
LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING
620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640
LEO MILLS, JR., PSM 3513
MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
SKETCH OF DESCRIPTION - ALLEY VACATION
FOR: YOLANDA DELACRUZ HART
DATE: 05-11-23
SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA
DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.
CONTAINING 709 SQUARE FEET, MORE OR LESS.
NOTES:
1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.
2. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE DESCRIPTION SHOWN HEREON WAS CREATED BY THIS FIRM FOR THE PURPOSE OF VACATING THE ALLEY AS DESCRIBED, BASED ON THE PLAT OF RECORD.
4. THIS "SKETCH OF DESCRIPTION" IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
6. THE SUBJECT LAND AS DESCRIBED CONTAINS 709 SQUARE FEET, MORE OR LESS.
SURVEYOR'S CERTIFICATE:
BY: LEO MILLS, JR.
REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3513
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL EQUIVALENT OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
CERTIFIED TO:
YOLANDA DELACRUZ HART
BENJAMIN HART
CITY OF BRADENTON
8th AVENUE EAST
(MIDWAY BY PLAT)
SOUTH PLATTED R/W LINE
W. LINE OF PLATTED ALLEY
15' ALLEY (P)
48' (P)
E LINE OF PLATTED ALLEY
LOT 1
PIN 3228500259
LOT 5
PIN 3228500259
96' (P)
7.5'
15'(P)
BLOCK C
LOT 2
PIN 3228400002
LOT 3
PIN 3228410001
PIN 3228500209
LOT 10 JOHN A. GRAHAM'S SUBDIVISION
(PLAT BOOK 1, PAGE 187)
PIN 3228500359
0
30
60
GRAPHIC SCALE IN FEET
SCALE : 1" = 30'
LEGEND
R/W = RIGHT-OF-WAY
ORB = OFFICIAL RECORDS BOOK
(P) = PLAT
℄ = CENTERLINE
= PLATTED ALLEY TO BE VACATED
= PLATTED ALLEY AS VACATED BY CITY OF BRADENTON RESOLUTION NO. 81-61 (ORB 1001, PAGE 2585)
PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER
JOB NO. E1940
SCALE: 1" = 30'
FILE INDEX NO. 14
DWG. FILE: E1940-ALLEY VACATION.DWG GHM COGO FILE: E1940

EXHIBIT "B"

Legal Description of Property to be Vacated

DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.

Request to Vacate

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

341

CONTACT INFORMATION

Name of Property Owner: Yolanda Hart

Owner Address: 1130 8th Ave E Telephone: 253-279-6913

Name of Agent: _____

Agent Address: _____ Telephone: _____

Owner/Agent Email: yodelacruz26@gmail.com

REQUIRED

PROPERTY INFORMATION

Property Address: 1130 8th Ave E

Parcel ID: ~~3228500109~~ 3228500259 Acreage: 0.1542

Zoning District: BR_FBC,BR_T4-R *click to view Zoning map

Future Land Use: City *click to view FLU map

Ward #: _____ *click to view Ward map

Neighborhood #: 7.03 or 4055 *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: **Right-of-Way** Easement

REQUIRED

MATERIALS FOR REVIEW

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Yolanda Hart 5JULY2023

Signature of Owner/Applicant Date

REQUIRED

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☒
Incomplete: ☐ _____

APPLICATION #: 234299

CITY STAFF ONLY

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Request to Vacate

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

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☒ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☒ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☒ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☒ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

Agent Authorization Form

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

AGENT AUTHORIZATION — REQUIRED

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: _____

I, _____, the registered property owner(s) of the above noted property, do hereby authorize

_____
Print Name of Agent Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

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

_____
Signature of Agent Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this _____day of_____,

produced_____respectively, as

as identification and who did (did not) take an oath:

_____
Signature

_____, Notary Public
Print Name

State of Florida
My Commission Expires: _____

February 15, 2023

To whom it may concern,

I, Yolanda D. Hart, owner of 1130 8th Ave E, Bradenton, FL 34208 would like to request to vacate an easement located next to my address. The location is currently labeled "alley" in the survey, but there is no alley in that location. I would like to vacate to the extent of the next property, as it is my understanding they already own or have requested for the other half of the alley.

I am including the approvals from Public Works & Utilities, Florida Power and Light, and Frontier Communications. If you have any questions, please don't hesitate to contact me at 253-279-6913. Thank you.

VR,

Yolanda D. Hart

TELEPHONE:
941/708-6300

CITY OF BRADENTON
BRADENTON, FLORIDA

1411 9th STREET WEST
BRADENTON, FL 34205

October 17, 2023

Ben Hart
1130 8th Avenue East
Bradenton, FL 34208

RE: Request to Vacate Alley
Letter of No Objection

Dear Mr. Hart:

The City of Bradenton Department of Public Works and Utilities is in receipt of your Request to Vacate an alley that exists adjacent to your property at 1130 8th Ave. E. in Bradenton, parcel ID #3228500109. In particular, you are requesting vacation of the western half (7.5-feet) of a 15-foot wide alley right-of-way (ROW) as depicted on the attached boundary survey of the parcel which you have submitted as part of your Request to Vacate application. The specific alley ROW to be vacated is shown on the attached sketch, with corresponding survey/legal descriptions for the portion of the alley to be vacated.

We have reviewed our utility maps and other related records related to this area and find that we have no current or proposed utilities within the existing easement.

Accordingly, the City of Bradenton Department of Public Works & Utilities has no objection to and does hereby acknowledge its consent to vacate the described alley ROW.

Sincerely,

James K. McLellan, P.E.
Director, Public Works & Utilities.

Attachments

PRINTED ON RECYCLED PAPER

Gmail label:2nd-fl-home-1126-8th-ave-e-request-to-vacate

Compose

Snoozed
Sent
Drafts
More

Labels

2nd FL Home
1037 River Wind Cir 4
1126 8th Ave E 19
Avail 2023 16
Bills 3
Clyde - America... 1
Mike - Cardinal Fina...
RentRedi 2023 5
Request to Vacate
1386 19th St 1
2404 52nd Ave D... 13
AMWAY 1
Bigger Pockets 84
Avail 6
Military 138
SVPC
Taxes 4
WA House 2
Whole Health VA

FW: Request to vacate Alley Way 1130 8th Ave E- City of Bradenton

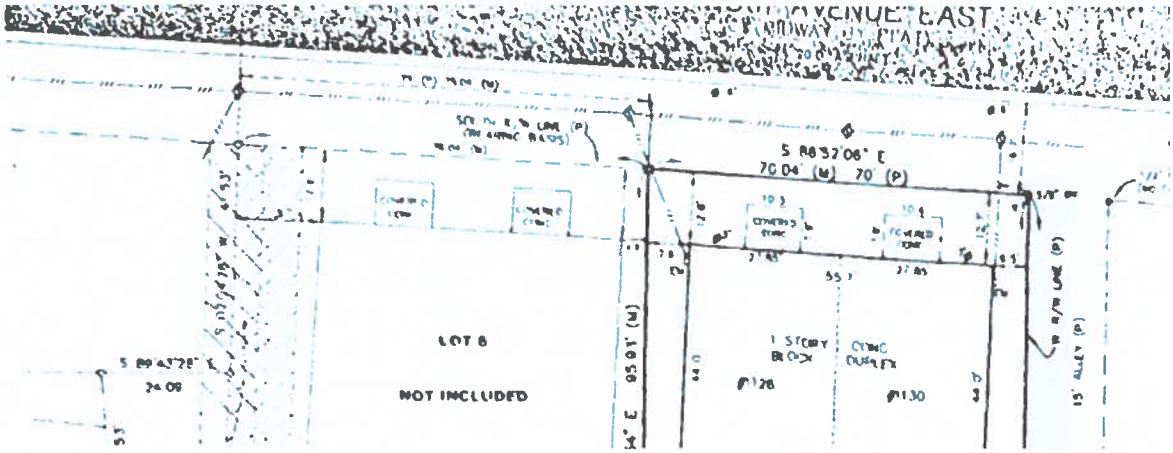
Inbox × 2nd FL Home/1126 8th A

Coker, Gregory <Gregory.Coker@fpl.com>
to me

Yolanda,

Since it appears FPL has no facilities within the limits of the proposed alley vacation, FPL has "No Objection".

Thank you for contacting FPL!





3712 W Walnut St
Tampa, FL 33607
(941) 266-9218
stephen.waidley@ftr.com

2/13/2023

Attn: Yolanda Hart
1130 8th Ave E
Bradenton, FL 34208
(253) 279-6913
Yodelacruz26@gmail.com

RE: Vacation of a Portion of Right-of-Way – adjacent to east of 1130 8th Ave E, Bradenton, FL

Dear Mrs. Hart,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,
Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

Charter
COMMUNICATIONS

2/17/2023

RE: Manatee, Request to Vacate location : Right of Way Vacation request for approval 1130 8th Ave E Bradenton, FL 34208

Dear , Lynn Burnett

Pursuant to your email on 2/17/2023, Charter communications has no existing underground facilities located within the proposed easement vacation.

Charter Communications has no Conflicts with your request.

If you should have any questions, please do not hesitate to call. You can reach me @ 941-737-0003 or email me at: thomas.mumea@charter.com

Sincerely,

Thomas Mumea

5413 State RD 64 E

Bradenton Fla 34208

Field Engineer

---------- Forwarded message ----------
From: **McFarlane, Alex** <AMcFarlane@tecoenergy.com>
Date: Tue, Sep 5, 2023, 11:42
Subject: RE: Request to Vacate 1130 8th Ave E
To: Yolanda Hart <yodelacruz26@gmail.com>

Yolanda,

TECO PGS has no facilities within project limits.

We has no objection to proposed Vacation.

Thanks

Alex Mcfarlane

Gas Design Project Manager

Office: 813-275-3762

Cell: 813-557-6134

cid:image001.png@01[

From: Yolanda Hart <yodelacruz26@gmail.com>
Sent: Friday, September 1, 2023 12:34 PM

To: McFarlane, Alex <AMcFarlane@tecoenergy.com>
Cc: Yolanda Hart <yodelacruz26@gmail.com>
Subject: Request to Vacate 1130 8th Ave E

CAUTION - External Email

***** This email is from an external sender! Don't click links or open attachments from unknown sources. To report a suspicious email, click the Forward to Phishing button within Outlook for analysis by our cyber security team. If the button is unavailable, forward the email as an attachment to phishing@tecoenergy.com *****

Good afternoon Mr. Mcfarlane,

We spoke on the phone a while back about a request to vacate the East side of my property. Can you please review the attached surveys and see if the area is authorized to be vacated? I have highlighted the area for ease of reference. Thank you for your assistance in this matter.

VR,

Yolanda Hart

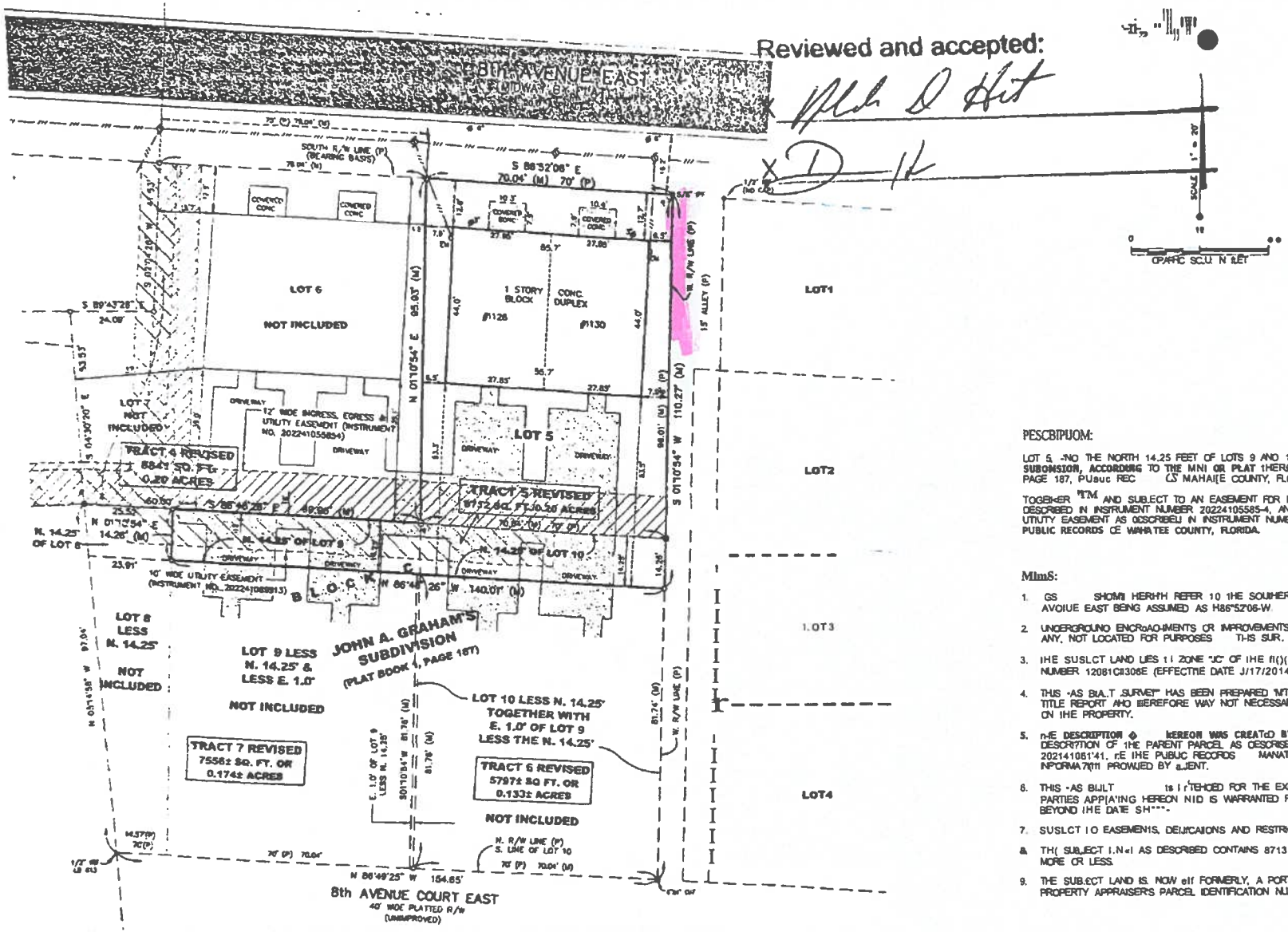
1130 8th Ave E

Bradenton, FL 34208

253-279-6913

NOTICE: This email is intended only for the individual(s) to whom it is addressed and may contain confidential information. If you have received this email by mistake, please notify the sender immediately, delete this email from your system and do not copy or disclose it to anyone else. Although we take precautions to protect against viruses, we advise you to take your own precautions to protect against viruses as we accept no liability for any which remain.

Reviewed and accepted:



PESCBIPUOM:

LOT 5, -NO THE NORTH 14.25 FEET OF LOTS 9 AND 10, BLOCK C, GRAHAMS SUBDMSION, ACCORDING TO THE MNI OR PLAT 1HEREOF AS RECORDED IN PLAT BOOK 1, PAGE 187, PUsuc REC CS MAHAI[E COUNTY, FLORIDA.

TOGBI<ER "I'M AND SUBJECT TO AN EASEMENT FOR NGRESS, EGRESS AND UTILITIES AS DESCRIBED IN INSTRUMENT NUMBER 20224105585-4, AND SUa.ECT TO A 10 FOOT WIDE UTIUTY EASEMENT AS 0DSCRIBEU IN INSTRUMENT NUMBER 202241069913, BOTH OF THE PUBLIC RECORDS CE WAHATEE COUNTY, FLORIDA.

MlmS:

1. GS SHOMI HERHTH REFER 10 1HE SOUIHERLY RIGHT-OF-WAY LINE OF 8th AVOIUE EAST BEING ASSUMED AS H86°52'06-W.
2. UNDERGROUNO ENCRoAO-IMENTS OR IMPROVEMENTS OIHER THAN THOSE SHO. IF ANY, NOT LOCATED FOR PURPOSES TI-IS SUR.
3. IHE SUSLCT LAND LIES I I ZONE "JC" OF IHE fl()()() INSURANCE RATE MAP (FIRM) NUMBER 12081C8306E (EFFECTIIE DATE J/17/2014). SUBLECT TO "I'RIFICATION.
4. THIS -AS BIA.T SURVEY" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AHO IIIEREFORE WAY NOT NECESSARILY MoICATE ALL ENCUMBRANCES ON IHE PROPERTY.
5. nHE DESCRIPTION ◆ kEREON WAS CREATcD BY II-IIS FIRM, BASED ON DEED DESCRI?TION OF 1HE PARENT PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 202141061'41, rE IHE PUBUC RECORDS MANATEE COUNTY, FLORIOA AND INPORMA7(ITI PROWJED BY aJENT.
6. THIS -AS BUILT ts I r'TEHOED FOR THE EXQLUSIVE USE OF 'TIOSE CERTIFJED PARTIES APPJA'ING HEREON NID IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND IHE DATE SH""-
7. SUSLCT IO EASEMENTS, DEUICAIONS AND RESTRICTIONS OF RECORD.
8. TH(SUBJECT I.N<I AS DESCRIBED CONTAINS 8713 SQUARE FEET OR 0.20 ACRES. MORE OR LESS.
9. THE SUB.ECT LAND IS. NOW elf FORMERLY, A PORTION OF MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER 3228500009.

LEGEND

o	- 1/2" ftON ROD SET - La e u	- - - - -	OIOHEAD UTUTY LINES
•	- IOM ,tao fOUND (IIF) IIS NOIE>	I	- UILITY POLE
•	- tf'OI PIPE FOUC) (IPF) AS NOIED		-WTAHOIQR
·	-4"-4"CIINCIIE1EtiIOI<JMDf1'RII.N)	CJOIINCIETE	
La	- UC8tStD IU9IIDS		-ASPHALT
R/W	- MaNT-Qf'-WAY		
(P)	- ,V.T		
M	- WCASMID		
50.n	- SOUNI[.m-		
P.1	- I f6 HTDISECION		(J .t02341069VII)
UDf	- BPCTIIIC 8[*EJ!		

REVISIONS CONTINUED	DATE	BY
REVISED TRACTS 5 & 7 TO SHOW RED, AC	10.19.21	CHS

AS BUILT SURVEY

LYING IN SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

FOR: YOLANDA DELACRUZ HART

ADDRESS: 1126 & 1130 8th AVENUE EAST BRADENTON, FLORIDA

LEO MILLS JR. REGISTERED SURVEYOR AND MAPPER NO. 3513 STATE OF FLORIDA

PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ... SEAL

04-09-21
DATE OF SURVEY

Leo Mills & Associates, Inc

LICENSED BUSINESS NO. 818 • SURVEYING • LAND PLA

CERTIAEOTO:

VOLANDA DELACRUZ HART, CALIBER HOME IO.-NS, INC, CLO IEPUJUC NATIONAL TITLf INSURANCE COMPAHY, WILLIAMS PARKER, FLOCIDA SAIL COMPAW LLC

JOB NO.	E 1940 (E 07812)	REVISION	DA
DRAWN BY:	CHKD CHECKED BY: LMJr	LITESM.40EDDERSREV	05/
FILE:	B1940-TRACT 5-FINAL REVISED.DWG	IOTS-SIOT[NOSP'VT)-CBnS.	11/
COGOAU:	C90 OM	REVISED SURVEY TO 0.20 AC	
Scale:	1"=20' (ENGLISH-METRIC SCALE)	Dr. 38	

Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

LEO MILLS, JR. · PSM 3513
MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY

SKETCH OF DESCRIPTION - ALLEY VACATION

FOR: YOLANDA DELACRUZ HART **DATE: 05-11-23**

SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.

CONTAINING 709 SQUARE FEET, MORE OR LESS.

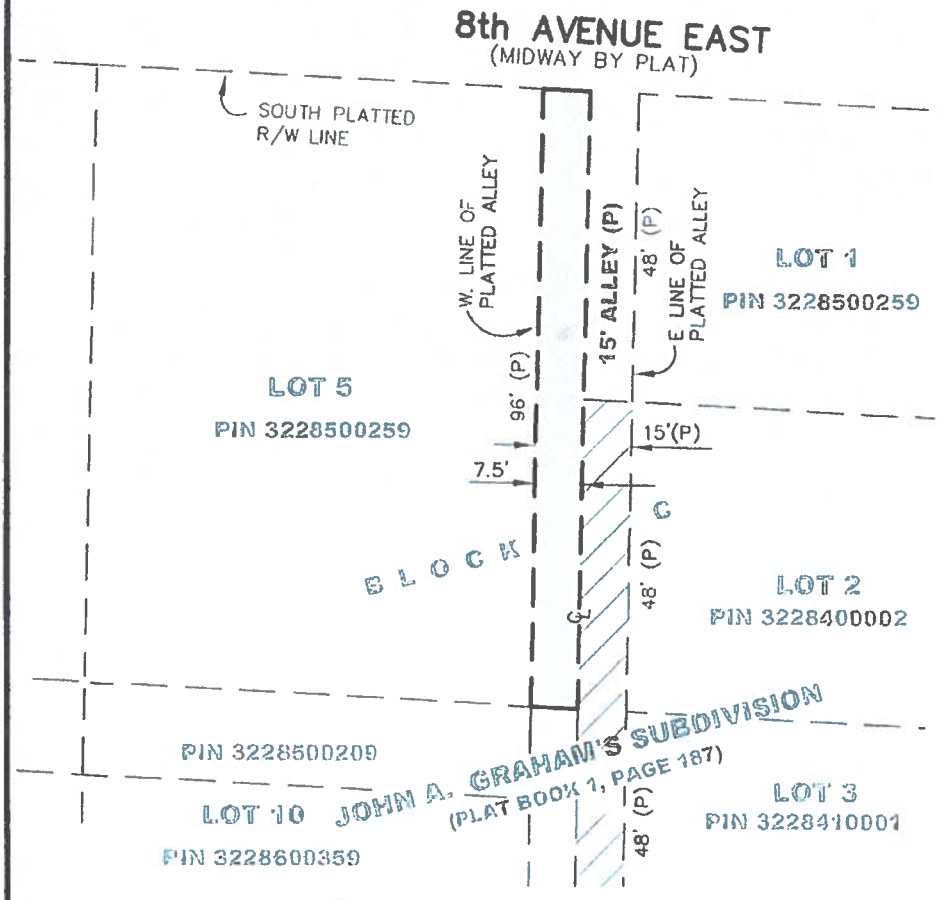
NOTES:
1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.
2. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE DESCRIPTION SHOWN HEREON WAS CREATED BY THIS FIRM FOR THE PURPOSE OF VACATING THE ALLEY AS DESCRIBED, BASED ON THE PLAT OF RECORD.
4. THIS "SKETCH OF DESCRIPTION" IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
6. THE SUBJECT LAND AS DESCRIBED CONTAINS 709 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

BY: _____
LEO MILLS, JR.
REGISTERED STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER NO. 3513

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR THE DIGITAL EQUIVALENT, OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:
YOLANDA DELACRUZ HART
BENJAMIN HART
CITY OF BRADENTON





LEGEND

R/W	=	RIGHT-OF-WAY
ORB	=	OFFICIAL RECORDS BOOK
(P)	=	PLAT
℄	=	CENTERLINE
	=	PLATTED ALLEY TO BE VACATED
	=	PLATTED ALLEY AS VACATED BY CITY OF BRADENTON RESOLUTION NO. 81-61 (ORB 1001, PAGE 2585)
PIN	=	MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER

JOB NO. .....E1940..... SCALE: ...1"...=...30'.... FILE INDEX NO. ...14.....

DWG. FILE: E1940-ALLEY VACATION.DWG GHM COGO FILE: E1940

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
January 24, 2024

Staff Report

Case Number:	RV.23.4299
Applicant:	Yolanda Hart (owner)
Address:	1130 8th Avenue East
Parcel ID:	3228500259
Current Zoning:	T4-R (General Urban Restricted – Transect District)
Future Land Use:	RESMED (Medium Density Residential)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning:	North: R-1 (Low Density, Single Family) South: UCC (Urban Commercial Corridor) East: UCC (Urban Commercial Corridor) West: UCC (Urban Commercial Corridor)
Future Land Use:	North: T4-R (General Urban Restricted – Transect District) South: T4-O (General Urban Open – Transect District) East: T4-R (General Urban Restricted – Transect District) West: T4-R (General Urban Restricted – Transect District)

Yolanda Hart, owner, has submitted a right-of-way vacation application requesting to vacate approximately 709 square feet of a remaining unimproved 15-foot-wide alley. The subject right-of-way (Exhibit "D") lies east of and adjacent to Lot 5, Block C, in the Graham's Subdivision. On August 10, 2022, City Council approved (Ord. No. 3099) for the vacation of the eastern portion of the said right-of-way, therefore leaving the remaining subject right-of-way.

The applicant is requesting the vacation in order to extend their parcel, complete the vacation of the right-of-way, and to be able to install a fence to establish a boundary between the applicant's property and the property to the east.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public rights-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the alley is no longer utilized by any public or public-serving agencies. Vacating this portion will not be detrimental to public health, safety, welfare, or convenience. Further, the requested vacation vacates the remaining portion of an alley with the previous portion being vacated in 2022 as recorded in O.R. Book 1 Page 187.

If approved by City Council, the City Clerk shall record the reversion of the portion of right-of-way to the adjacent property owner to the west (the applicant).

As noted in the application materials, public utilities that may utilize this right-of-way have agreed to its vacation as it is no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing

on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on Staff's findings in response to the review criteria established for the vacation of a right-of-way, Staff recommends **Approval of case RV.23.4299, with no stipulations.**

On December 20, 2023, Planning Commission met and recommended approval of Case RV.23.4299, as submitted (vote 6-0).

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketch of Description – Right-of-Way

Exhibit "A"

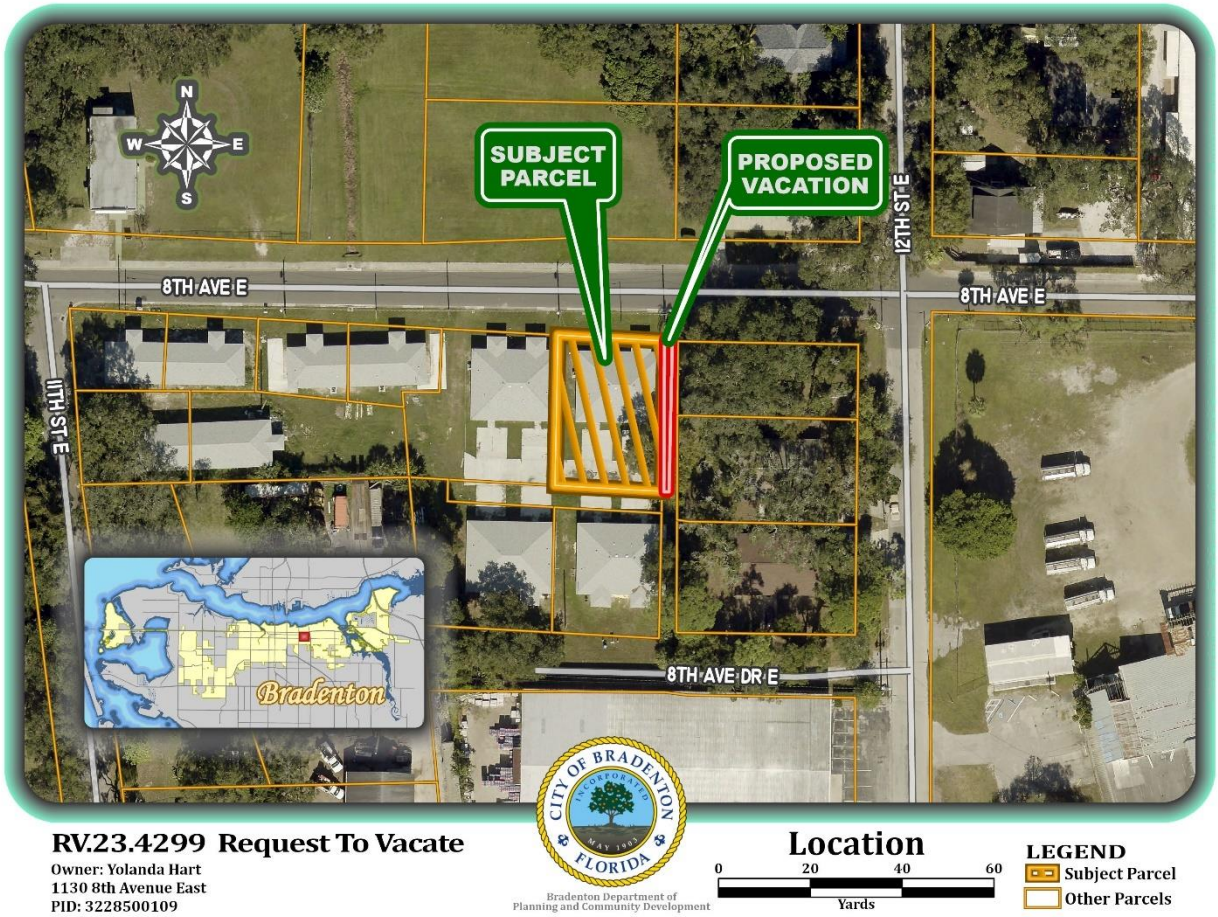

N
W
E
S
SUBJECT PARCEL
PROPOSED VACATION
12TH ST E
8TH AVE E
8TH AVE E
11TH ST E
Bradenton
8TH AVE DR E
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
RV.23.4299 Request To Vacate
Owner: Yolanda Hart
1130 8th Avenue East
PID: 3228500109
Bradenton Department of
Planning and Community Development
Location
0 20 40 60
Yards
LEGEND
Subject Parcel
Other Parcels

Exhibit "B"

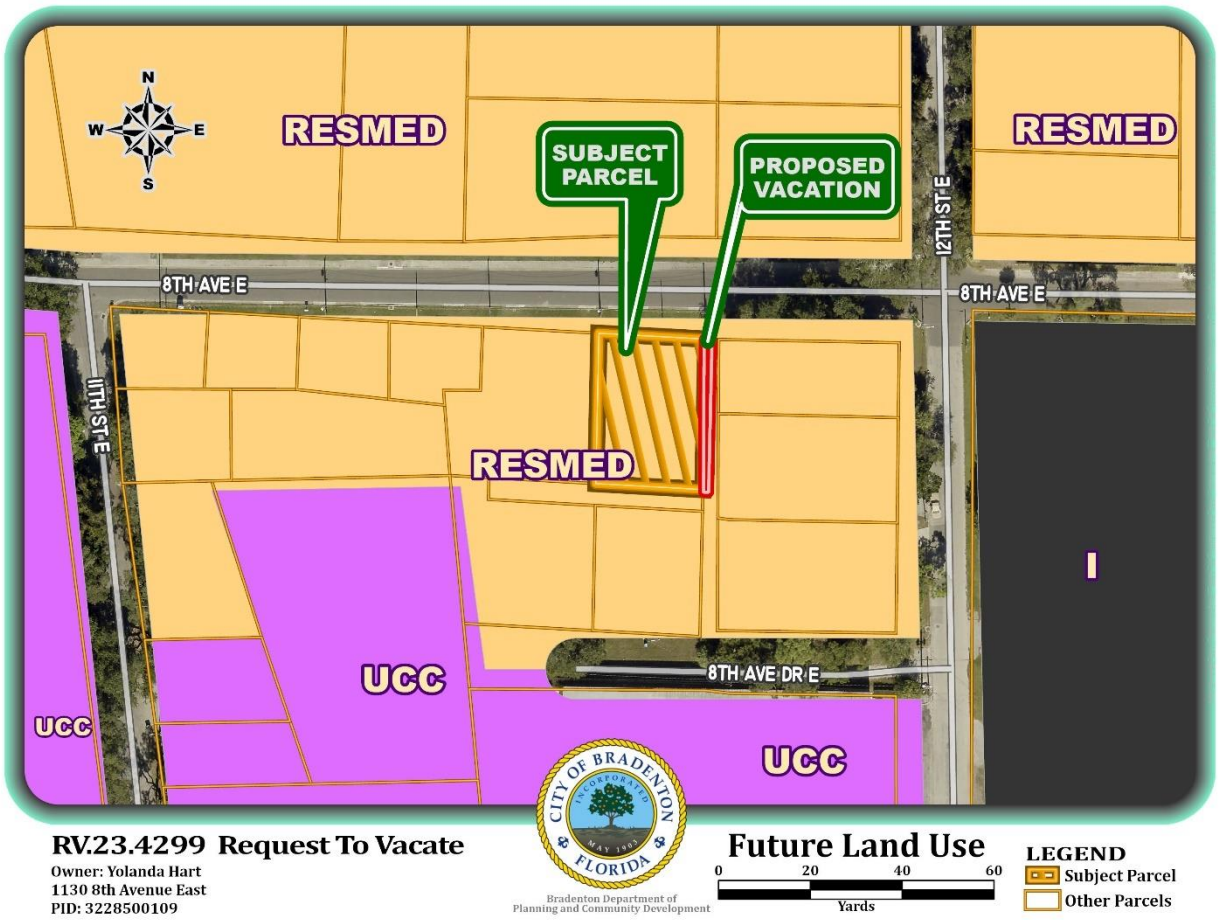

N
W
E
S
RESMED
SUBJECT PARCEL
PROPOSED VACATION
RESMED
12TH ST E
8TH AVE E
8TH AVE E
11TH ST E
RESMED
I
UCC
8TH AVE DR E
UCC
UCC
RV.23.4299 Request To Vacate
Owner: Yolanda Hart
1130 8th Avenue East
PID: 3228500109
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Future Land Use
0 20 40 60
Yards
LEGEND
Subject Parcel
Other Parcels

Exhibit "C"

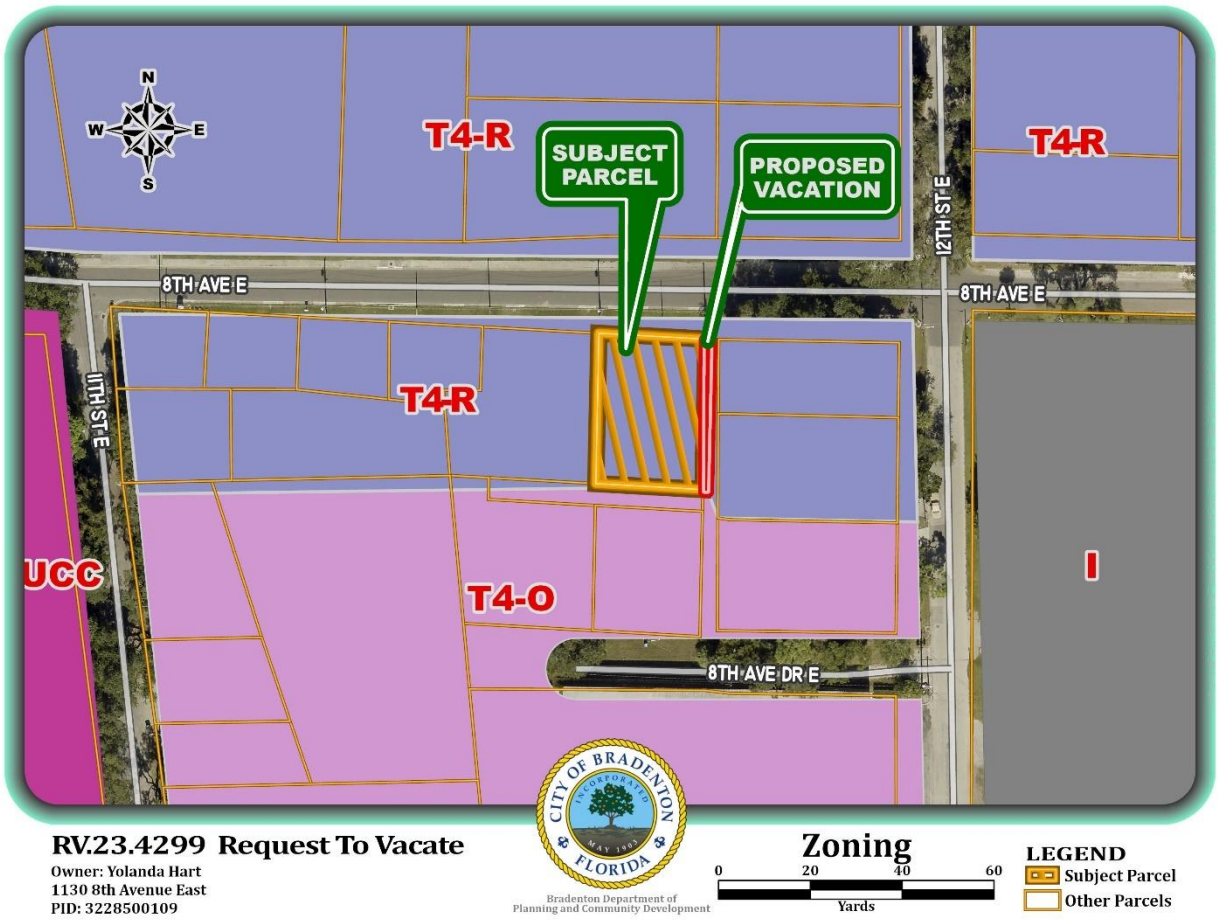
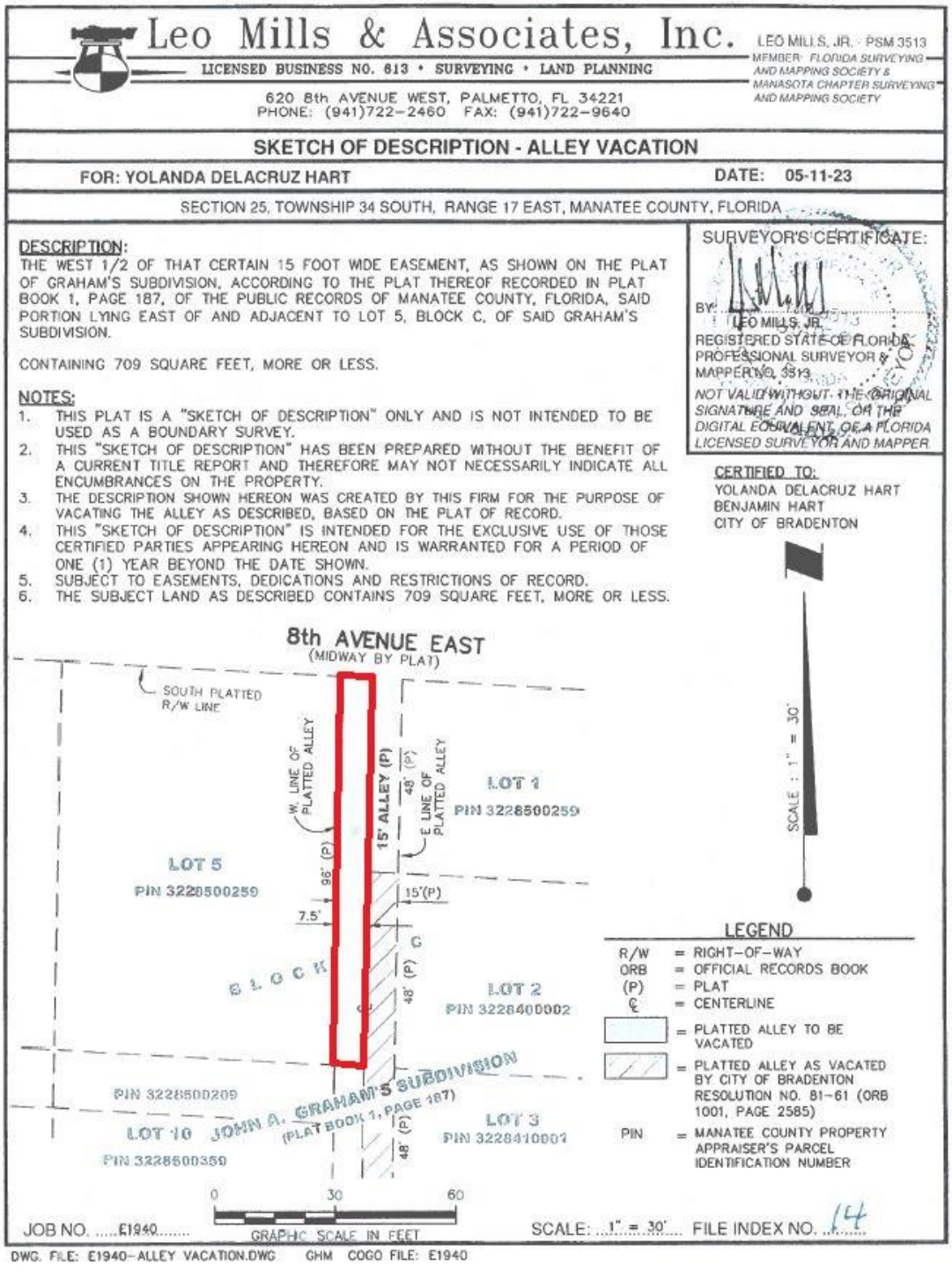

N
W
E
S
T4-R
SUBJECT PARCEL
PROPOSED VACATION
T4-R
12TH ST E
8TH AVE E
8TH AVE E
11TH ST E
T4-R
UCC
T4-O
I
8TH AVE DR E
RV.23.4299 Request To Vacate
Owner: Yolanda Hart
1130 8th Avenue East
PID: 3228500109
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0
20
40
60
Yards
LEGEND
Subject Parcel
Other Parcels

Exhibit "D"


Leo Mills & Associates, Inc.
LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING
620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY
SKETCH OF DESCRIPTION - ALLEY VACATION
FOR: YOLANDA DELACRUZ HART
DATE: 05-11-23
SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA
DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.
CONTAINING 709 SQUARE FEET, MORE OR LESS.
NOTES:
1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.
2. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE DESCRIPTION SHOWN HEREON WAS CREATED BY THIS FIRM FOR THE PURPOSE OF VACATING THE ALLEY AS DESCRIBED, BASED ON THE PLAT OF RECORD.
4. THIS "SKETCH OF DESCRIPTION" IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
6. THE SUBJECT LAND AS DESCRIBED CONTAINS 709 SQUARE FEET, MORE OR LESS.
SURVEYOR'S CERTIFICATE:
BY: LEO MILLS, JR.
REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3513
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR THE DIGITAL EQUIVALENT, OF A FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFIED TO:
YOLANDA DELACRUZ HART
BENJAMIN HART
CITY OF BRADENTON
8th AVENUE EAST
(MIDWAY BY PLAT)
SOUTH PLATTED R/W LINE
W. LINE OF PLATTED ALLEY
15' ALLEY (P)
E LINE OF PLATTED ALLEY
LOT 1
PIN 3228500259
LOT 5
PIN 3228500259
96' (P)
48' (P)
15'(P)
7.5'
BLOCK C
LOT 2
PIN 3228400002
LOT 3
PIN 3228410001
JOHN A. GRAHAM'S SUBDIVISION
(PLAT BOOK 1, PAGE 187)
LOT 10
PIN 3228500209
PIN 3228500350
SCALE : 1" = 30'
LEGEND
R/W = RIGHT-OF-WAY
ORB = OFFICIAL RECORDS BOOK
(P) = PLAT
℄ = CENTERLINE
= PLATTED ALLEY TO BE VACATED
= PLATTED ALLEY AS VACATED BY CITY OF BRADENTON RESOLUTION NO. 81-61 (ORB 1001, PAGE 2585)
PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER
0
30
60
GRAPHIC SCALE IN FEET
JOB NO. E1940
SCALE: 1" = 30'
FILE INDEX NO. 14
DWG. FILE: E1940-ALLEY VACATION.DWG GHM COGO FILE: E1940

City Council
January 24, 2024

Case Number: RV.23.4299 / Ord. 4024

Right-of-way vacation for property located at 1130 8th Avenue East (Parcel ID Number 3228500259) in the T4-R (General Urban Restricted) transect zoning district

Staff Contact: Greg DeLong; Asst. PCD Director

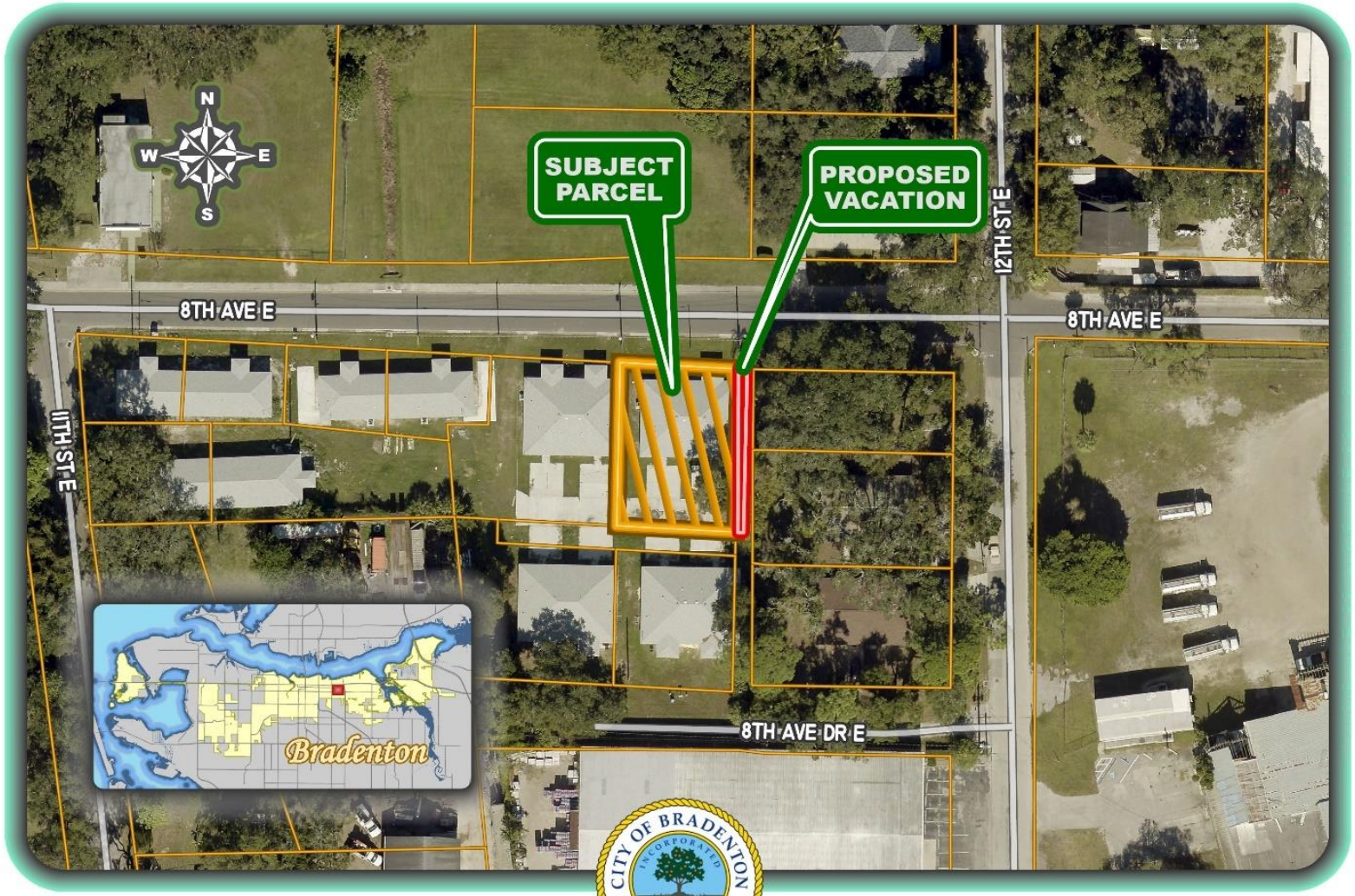
Case Information

- Applicant: Yolanda Hart (owner)
- Address: 1130 8th Avenue East
- Parcel ID Nos: 3228500259
- Area Size: Approx. 709 square feet
- Current Zoning: T4-R (General Urban Restricted – Transect District)
- FLUM Zoning: RESMED (Medium Density Residential)
- Existing Use: Unimproved alleyway
- Purpose: Alleyway right-of-way vacation

Request

- Vacate a remaining 15-foot portion (western ½) of an unimproved alley (approx. 709-sq. ft. in size)
- The subject alley is located east of 1130 8th Avenue East
- The proposed vacation vacates the remaining portion of alleyway with the previous portion (eastern ½) being vacated in August 2022, with Council approval on August 10, 2022 (Ordinance No. 3099)
- If approved, the requested portion of the right-of-way, will transfer to the owner of 1130 8th Avenue East
- The applicant is requesting the vacation in order to extend their parcel, complete the vacation of the right-of-way, and to be able to install a fence to establish a boundary between the applicant's property and the property to the east

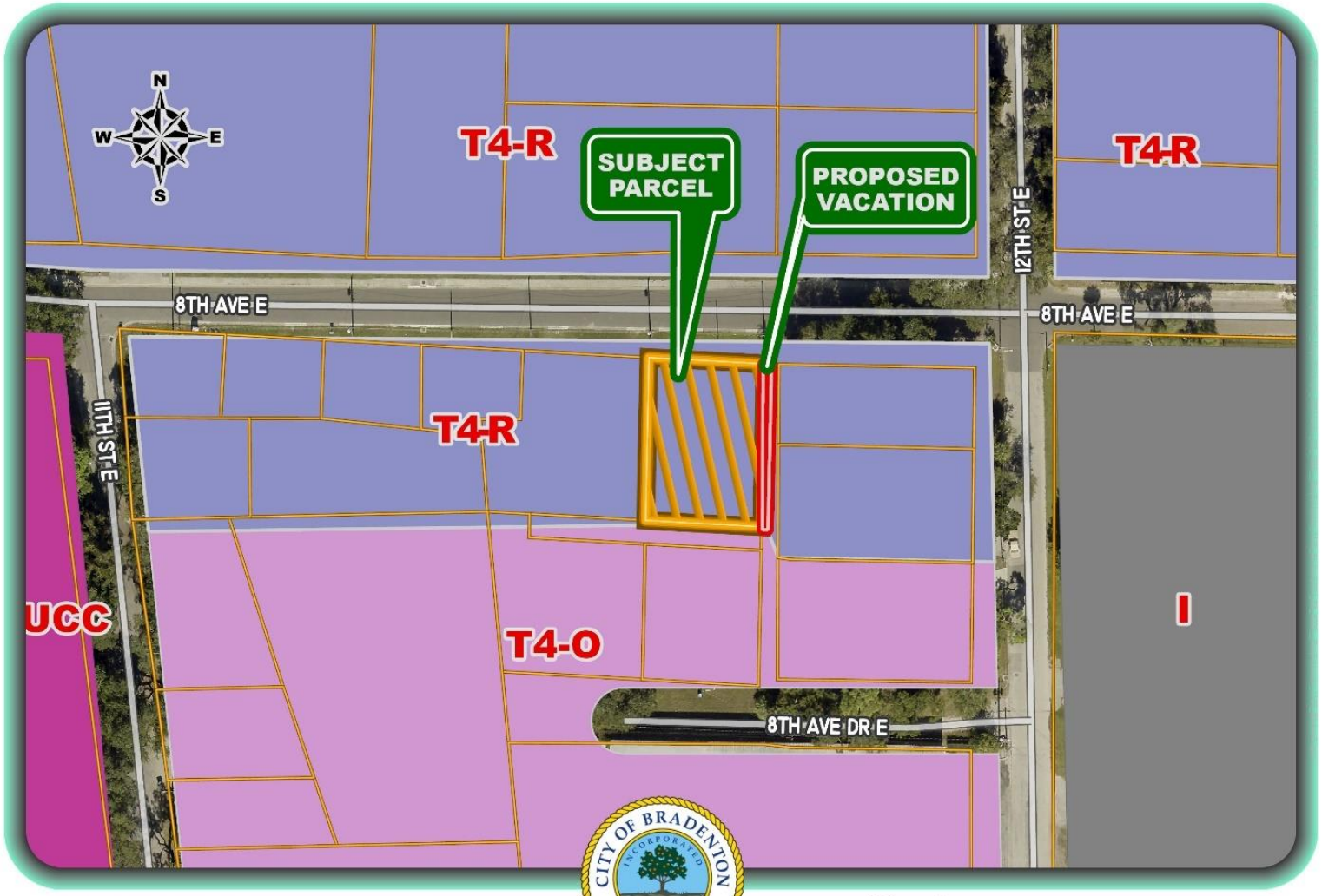
Location Map



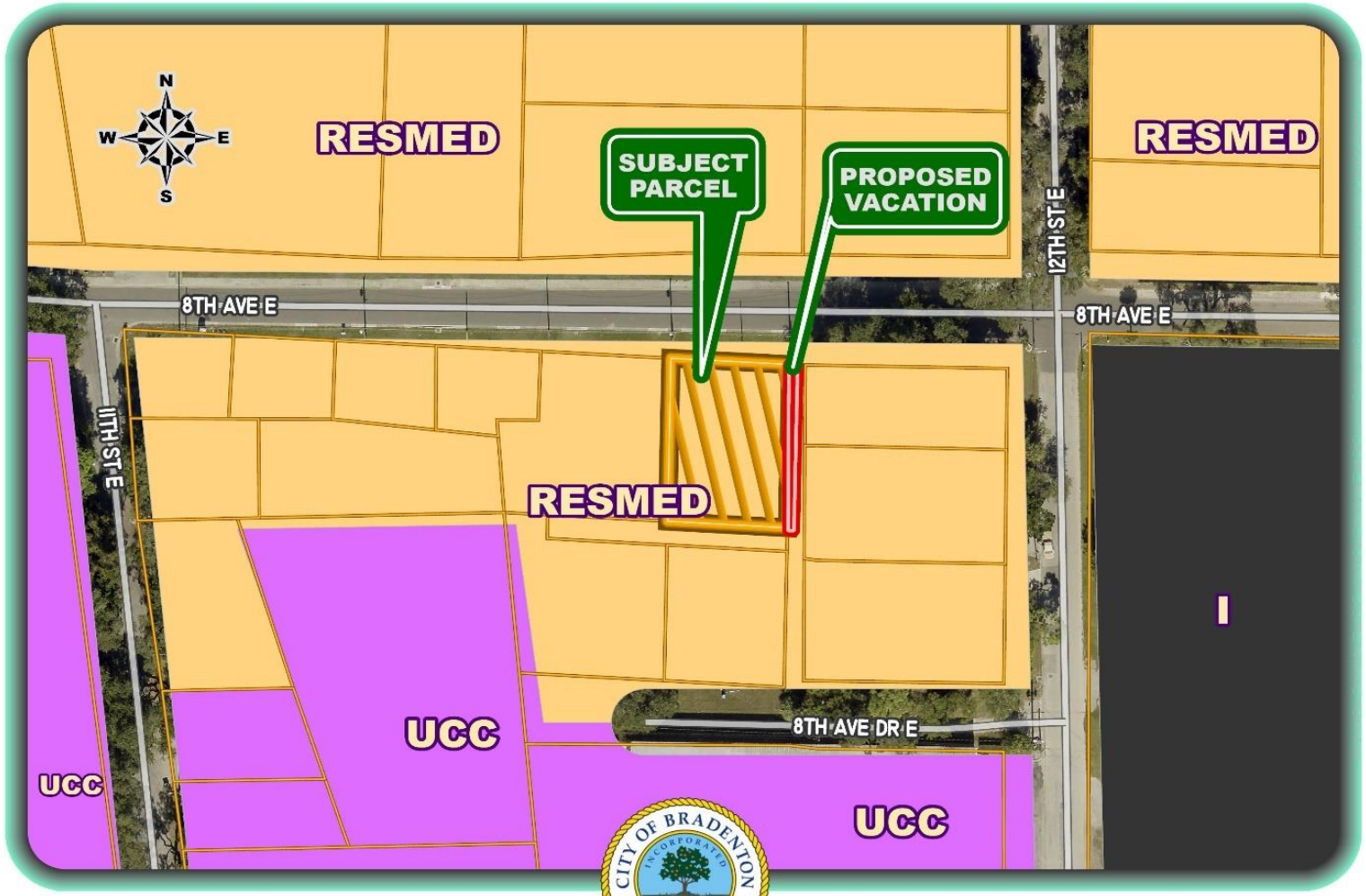
RV.23.4299 Request To Vacate

Owner: Yolanda Hart
1130 8th Avenue East
PID: 3228500109

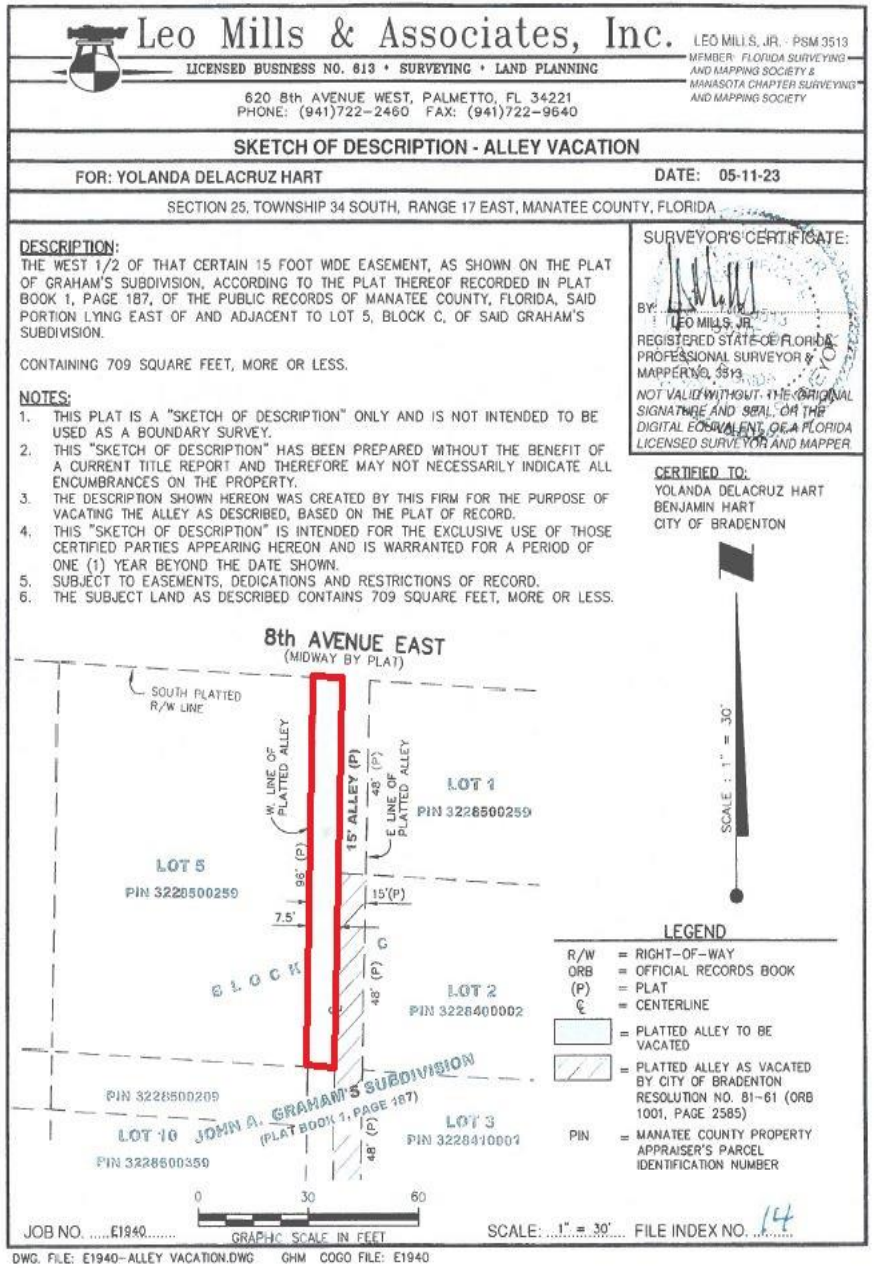
Zoning Map


N
W
E
S
T4-R
SUBJECT PARCEL
PROPOSED VACATION
T4-R
12TH ST E
8TH AVE E
8TH AVE E
11TH ST E
T4-R
UCC
T4-O
I
8TH AVE DR E
RV.23.4299 Request To Vacate
Owner: Yolanda Hart
1130 8th Avenue East
PID: 3228500109
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0
20
40
60
Yards
LEGEND
Subject Parcel
Other Parcels

Future Land Use Map



Survey Map



Leo Mills & Associates, Inc.
LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING
620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640
LEO MILLS, JR., PSM 3513
MEMBER: FLORIDA SURVEYING AND MAPPING SOCIETY & MANASOTA CHAPTER SURVEYING AND MAPPING SOCIETY

SKETCH OF DESCRIPTION - ALLEY VACATION

FOR: YOLANDA DELACRUZ HART DATE: 05-11-23

SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION:
THE WEST 1/2 OF THAT CERTAIN 15 FOOT WIDE EASEMENT, AS SHOWN ON THE PLAT OF GRAHAM'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 187, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID PORTION LYING EAST OF AND ADJACENT TO LOT 5, BLOCK C, OF SAID GRAHAM'S SUBDIVISION.

CONTAINING 709 SQUARE FEET, MORE OR LESS.

NOTES:
1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO BE USED AS A BOUNDARY SURVEY.
2. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE DESCRIPTION SHOWN HEREON WAS CREATED BY THIS FIRM FOR THE PURPOSE OF VACATING THE ALLEY AS DESCRIBED, BASED ON THE PLAT OF RECORD.
4. THIS "SKETCH OF DESCRIPTION" IS INTENDED FOR THE EXCLUSIVE USE OF THOSE CERTIFIED PARTIES APPEARING HEREON AND IS WARRANTED FOR A PERIOD OF ONE (1) YEAR BEYOND THE DATE SHOWN.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
6. THE SUBJECT LAND AS DESCRIBED CONTAINS 709 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE:
BY: LEO MILLS, JR.
REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3513
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL EQUIVALENT OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO:
YOLANDA DELACRUZ HART
BENJAMIN HART
CITY OF BRADENTON

8th AVENUE EAST
(MIDWAY BY PLAT)
SOUTH PLATTED R/W LINE
W. LINE OF PLATTED ALLEY
15' ALLEY (P)
E. LINE OF PLATTED ALLEY
LOT 1
PIN 3228500259
LOT 5
PIN 3228500259
98' (P)
48' (P)
15'(P)
7.5'
BLOCK C
LOT 2
PIN 3228400002
PIN 3228500209
JOHN A. GRAHAM'S SUBDIVISION
(PLAT BOOK 1, PAGE 187)
LOT 10
PIN 3228500359
LOT 3
PIN 3228410001
0 30 60
GRAPHIC SCALE IN FEET
SCALE : 1" = 30'

LEGEND
R/W = RIGHT-OF-WAY
ORB = OFFICIAL RECORDS BOOK
(P) = PLAT
℄ = CENTERLINE
= PLATTED ALLEY TO BE VACATED
= PLATTED ALLEY AS VACATED BY CITY OF BRADENTON RESOLUTION NO. 81-61 (ORB 1001, PAGE 2585)
PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER

JOB NO. E1940 SCALE: 1" = 30' FILE INDEX NO. 14
DWG. FILE: E1940-ALLEY VACATION.DWG GHM COGO FILE: E1940

Existing Conditions (Looking West)



Existing Conditions (Looking South)



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way's

  Key points for review include:

  - Vacation of the alley will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right of way, as demonstrated by letters of verification that were submitted with the application
    - *Letters were submitted by all utility companies stating that they have no utilities in the subject portion of alley*

Recommendations

Based on Staff's findings in response to the review criteria established for the vacation of a right-of-way,
Staff recommends **Approval of case RV.23.4299, with no stipulations**

On December 20, 2023, Planning Commission met and recommended approval of Case RV.23.4299, as submitted (vote 6-0)

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
December 20, 2023

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Darin Autrey-Vice Chair, Michael Jones, Michael Neal, Kurt Landefeld, Keith Green-Alternate.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Asst. Director, Planning and Community Development, Jamie Schindewolf-Sr. Planner, Monica Friedl-City Planner, Lori Brunner-Planning and Community Development Administrative Assistant, David Cronkhite-City Surveyor, Duette Hart-Project Design Specialist.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Roll Call
4. Motion to approve the October 18, 2023 Meeting Minutes by Commissioner Neal, and seconded by Commissioner Green.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

STAFF COMMENT

PCD Assistant Greg DeLong introduced two new staff members.
Duette Hart, Public Works Project Design Specialist and Monica Friedl, City Planner.

AGENDA ITEMS:

1. **Scrivener's Error:** Correct approved resolution number from RES 23-72 to RES 23.2988.

Staff Recommendation: Jamie Schindewolf presented the correction to approve the Resolution which was included in the Commission packets.

Motion: Commissioner Autrey motioned to approve the resolution and Commissioner Neal seconded the motion. Motion passed unanimously.

2. **Ordinance 4024, Case Number RV.23.4299:** Request filed by Yolanda Hart, owner, for a right-of-way vacation for property located at 1130 8th Avenue East (Parcel ID Number 3228500259) in the T4-R (General Urban Restricted) transect zoning district.

Staff Recommendation: Greg DeLong spoke on behalf of the City. He presented a map and a survey of the property. Staff recommends approval.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

3. **Case Number AD.23.4865:** Resolution granting a Form Based Code (FBC) Adjustment for an additional projecting wall sign to be located on the western façade of a building located at 1402 13th Street West (Parcel ID 4436200059) in the T-4O (General Urban Open) transect zoning district. Additional request to exceed the dimensional standards for projecting signs in the T-4O district. Application filed by Framework Group, LLC, agent for Pearl Homes Partnership Eight, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is for a Form Based Code adjustment of a wall sign. Staff recommends approval.

Applicant: Hanna French, Framework Group, 1211 N. Westshore Blvd., Tampa, FL.
No presentation; she stated that staff was very thorough.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve and Commissioner Jones seconded. Motion passed unanimously.

4. **Resolution 24-01, Case Number SU.23.4849:** Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; for property located at 1201 1st Avenue West (Parcel ID Number 3325500001) in the T5 (Urban Center) transect zoning district. Application filed by Amanda Hessein of Rutledge Ecenia, PA, agent for Players Point Hotel, LLC (owner).

Staff Recommendation: Mr. DeLong spoke on behalf of the City. He presented a location map which shows 8 tables with 4 seats each, and the spacing. Staff recommends approval with stipulations listed.

Chair Ben Bakker asked if the tables will be taken in at night. Mr. DeLong discussed briefly with City Attorney Scott Rudacille who stated that there is a conflict concerning this requirement. He asked Nancy Myer, who will check on the requirements and the codes.

DRAFT

Applicant: Nate Greer, representative for Oak & Stone, 5514 Pleasant View Ct., Bradenton, FL. Mr. Greer stated that the tables will be locked to the pavement or brought inside if needed. He discussed spacing for walk-through and will comply with the requirements.

The Commissioners discussed traffic and planters, as well as spacing measurements.

Mr. DeLong stated that tables need to be out of sight after hours.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Landefeld motioned to approved with the identified stipulations. Commissioner Green seconded. Motion passed unanimously.

5. **Ordinance 4027, Case Number PDP.23.4841:** Request filed by Matthew J. Morris P.E. of Morris Engineering & Consulting, LLC for a zoning atlas amendment to rezone properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007) from R-2 (Medium Density Residential) to the PDP (Planned Development Project) zoning district.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. She presented maps and stated that this is a re-zone request. Staff recommends getting updated plans and will follow-up with all concerned. Ms. Schindewolf also stated that they have had some public concerns, but just for information.

Chair Bakker asked about these paired villas, or duplexes, in the code or if it's something new. Robin Singer clarified that these are condo plats and they are looking at ordinances for the future. Commissioner Neal discussed that these are handled like townhouses. Commissioner Autrey asked for clarification of the wall between the units.

Applicant: Kyle Grimes, Grimes Galvano, 1023 Manatee Ave. W., Bradenton, FL, on behalf of the applicant. He stated that Ms. Schindewolf did a good job explaining the re-zoning from R-2 to PDP. It is the same number of units; 66. It also allows individual sales of the units. He introduced Linda Stewart. Linda Stewart, Morris Engineering, 6197 Professional Parkway, Sarasota, FL. Ms. Stewart stated that the parking lot will be asphalt. She went over the site plan and is asking for approval. She also clarified that the ponds are retention.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

DRAFT

Motion: Commissioner Autrey motioned to approve with the stipulation to reduce the buffer from 25 feet to 20 feet. Commissioner Neal seconded. Motion passed unanimously.

6. **Preliminary Subdivision Plat: Case Number SP.23.4843:** Request for Preliminary Plat approval in a Planned Development Project (PDP) zoning district for properties located at 1207 27th Street East and 2906 11th Avenue East (Parcel ID Numbers 1387000050 and 1387200007). Application filed Matthew J. Morris P.E., Morris Engineering & Consulting, LLC, agent for Jordan Creek at Bradenton East, LLC (owner).

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. This is a request for approval of the preliminary plat; re-zone to PDP. Staff recommends approval.

Applicant: Kyle Grimes, Grimes Galvano, stated that Ms. Schindewolf stated everything that has been covered.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

Discussion Items:
2024 Meeting dates were discussed. (Calendar was in Commission packets).

Motion: Commissioner Neal motioned to approve. Commissioner Green seconded. Motion passed unanimously.

Reports from Special Study Committee: None

Director's Report: Ms. Singer went over the Visioning process. There will be public input starting in February. City Council will attend. The City will put the word out and have a kick-off session. Then there will be a summary and an on-line survey for the expectations for the City. Also, Matt Lewis from Stantec is the primary contact and may be emailing the Commissioners.

Ms. Singer also stated that the Art Center is under way, as well as Riverview 6 and 920.

Mr. DeLong discussed the Commissioner packets and giving better quality to the Commissioners. They will be moved to one month instead of 3 weeks.
He and his staff will also be working on some special projects.

DRAFT

Adjournment: The meeting adjourned at 3:14 p.m.

Ben Bakker, Chair

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

DRAFT

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Ordinance

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

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

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Per Florida Statute 163.361, the Community Redevelopment Agency of the City of Bradenton recommends the amendment of the Central Community Redevelopment Area's community redevelopment plan. This first reading and

public hearing on the proposed modification has been publicly noticed in a newspaper with general circulation in the agency's area of operation. The Agency has reported the proposed modifications to each taxing authority in writing by certified mail. The January 24, 2024, second hearing of this ordinance will comply with the thirty-day notice period to Manatee County.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve Ordinance 4029.

ATTACHMENTS:
Ordinance 4029
Central CRA Redevelopment Plan

ORDINANCE 4029

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE CENTRAL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a Community Redevelopment Plan (the "CRP") must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City Council, by Resolution No. 00-39 on June 14, 2000, created a community redevelopment area now known as the Central Community Redevelopment Area; and

WHEREAS, the City Council, by Resolution 1-01, on September 20, 2001, approved a CRP for the Central Community Redevelopment Area, which has been subsequently amended by ordinance and/or resolution; and

WHEREAS, the City Council, by Ordinance No. 2967 on June 24, 2015, declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the Central Community Redevelopment Area; established the Community Redevelopment Agency (the "CRA") to serve as the agency for all community redevelopment areas of the City of Bradenton, including the Central Community Redevelopment Area; and appointed the City Council of the City of Bradenton to serve as the governing body of the CRA (the "CRA Board"); and

WHEREAS, the CRA Board desires to amend the Central Community Redevelopment Area's CRP as attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the CRA Board held a public meeting on September 28th, 2023, to review and discuss the proposed Central CRP, and at that meeting, the CRA Board

adopted Resolution 2023-05, recommending that the City Council approve the proposed Central CRP; and

WHEREAS, the Planning Commission held a public meeting on October 18th, 2023, to review and discuss the amended Central CRP's compliance with the City of Bradenton's comprehensive plan, and at the meeting, the Planning Commission found the amended Central CRP in compliance with the comprehensive plan; and

WHEREAS, the notice and public hearing requirements of Sections 163.346 and 163.361, Florida Statutes, have been met prior to the approval of this Ordinance by the City Council of the City of Bradenton; and

WHEREAS, the City Council desires to approve and adopt the amended Central CRP.

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

Section 1. **Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference and are deemed a material part of this Ordinance.

Section 3. Compliance with Comprehensive Plan. The City Council hereby finds, determines, and declares that the amended Central CRP conforms to the City of Bradenton's comprehensive plan. A copy of the amended Central CRP is attached hereto and incorporated herein as Exhibit "A."

Section 4. Approval and Adoption of Amended Central Community Redevelopment Plan. The City Council does hereby approve and adopt the amended Central CRP attached hereto and incorporated herein as Exhibit "A" and authorizes and directs the Bradenton Community Redevelopment Agency for the City of Bradenton to proceed with the implementation of the same.

Section 5. Repeal of Ordinances and Resolutions in Conflict. This Ordinance hereby repeals all ordinances and resolutions, or parts thereof, in conflict herewith to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 7. Effective Date. This ordinance shall become effective as provided by law.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

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

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

BY: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

Community Redevelopment Agency of the City of Bradenton, Florida

Sustainable Redevelopment Plan

Central

Dr. Jeff Burton, FRA-RA
12-6-2023

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE-CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman
Lisa Gonzalez Moore
Jayne Kocher

LEGAL
Scott Rudacille, P.A.
Marisa J. Powers, P.A.

AGENCY
Jeff Burton, PhD, FRA-RA
Christopher Munyon, FRA-RP
Karen Kyser
Jean Farmer











CONTENTS

1. DEFINITION 2
2. ECONOMIC.....9
3. ENVIRONMENT 13
4. SOCIAL 17
5. STATUTORY POWERS 21
6. STATUTORY REQUIRED ELEMENTS OF THE PLAN 23
APPENDIX A.....26
APPENDIX B.....27
APPENDIX C.....28
APPENDIX D.....29

1. DEFINITION

1.1. Act

The Community Redevelopment Act of 1969.[1]

1.2. Affordable Housing

Affordable housing is defined in terms of the income of the people living in the home. The family must be income-eligible. Income eligibility is determined by area median income (AMI), adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of the AMI.
1.2.2 Very low income describes a family at or below 50% of the AMI.
1.2.3 Low income describes a family at or below 80% of the AMI.
1.2.4 Moderate [workforce] income describes a family at or below 120% of the AMI (at or below 100% of median income for federal programs).

The Department of Housing and Urban Development (HUD) determines the AMI by county or Metropolitan Statistical Areas (MSAs). AMIs are updated annually by HUD.[2]

1.3. Area

A Florida Statute designated redevelopment area.[3]

1.4. Blighted Area or Blight

An Area in which there are a substantial number of *deteriorated* or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic distress*; and in which two or more of the following factors are present:

1.4.1 The predominance of *defective* or *inadequate* street layouts, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the Area for ad valorem tax purposes have yet to show any appreciable increase over the five years before the finding of such conditions.
1.4.3 Faulty lot layout concerning size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 Deterioration of site or other improvements.
1.4.6 More adequate and updated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates are higher in the Area than in the remainder of the county or municipality.
1.4.10 Fire and emergency medical service calls to the Area are proportionately higher than in the remainder of the county or municipality.

---

1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.11 The Area's crime incidence is higher than in the remainder of the county or municipality.
1.4.12 A more significant number of violations of the Florida Building Code in the Area than those recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or *defective* or unusual conditions of title that prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse environmental conditions caused by a public or private entity.
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity have yet to be adequately repaired or stabilized.

However, the term "Blighted Area" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the Agency or by resolution, that the Area is blighted. Such agreement or resolution must be limited to a determination that the Area is blighted to qualify for the tax credits authorized in Florida statute chapter 220.[4]

1.5. Board of Commissioners (Board)

Oversite group for the Agency and is appointed by the *Governing Body*. The Bradenton City Council appointed itself as the Board for this *Agency* on June 24, 2015.[5]

1.6. Brownfield Area

A contiguous area of one or more brownfield sites, some of which may not be contaminated and which has been designated by a local government by resolution. Such areas may include all or portions of redevelopment areas, enterprise zones, empowerment zones, other such established *economically* deprived communities and areas, and Environmental Protection *Agency*-designated brownfield pilot projects.[6]

1.7. Brownfield Site

This means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.[7]

1.8. Conservation

This means the following:

1.8.1 Careful preservation and protection of something.
1.8.2 Planned natural resource management to prevent exploitation, destruction, or neglect.
1.8.3 The preservation of a physical quantity during transformations or reactions. [8]

1.9. Community Advisory Committee (CAC)

An advisory subcommittee to the *Board*.

---

4 FLORIDA STATUTE 163.340 (8)
5 CITY OF BRADENTON ORDINANCE 2967
6 FLORIDA STATUTE 376.79 (5)
7 FLORIDA STATUTE 376.79 (4)
8 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for and increasing the perceived risks of engaging in criminal activity through the visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.[9]

1.11. Community Redevelopment (Redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, for the reduction or prevention of crime, or the provision of *affordable housing*, whether for rent or sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and redevelopment in an *Area* or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and *economically distressed*, or rehabilitation or conservation in an *Area*, or any combination or part thereof, following a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.11.1 One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and

1.12.1 The rehabilitation, *conservation*, or redevelopment, or a combination thereof, of such Area or Areas, including, if appropriate, the development of housing that residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[10]

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform redevelopment in the *Area* according to Florida Statute.[11] The *Agency* also refers to the Community Redevelopment staff for this document.

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure allows commercial, industrial, multifamily, and nonprofit property *owners* to obtain low-cost, long-term financing for energy efficiency, renewable energy, and wind-hardening projects.[12]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and make sense of

9 FLORIDA STATUTE 163.340 (23)
10 FLORIDA STATUTE 163.355 (2)
11 FLORIDA STATUTE 163.340 (1)
12 HTTPS://WWW.FDFCBONDS.COM/CPACE

community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[13]

1.15. Defective

Having a defect or flaw: imperfect in form, structure, or function.[14]

1.16. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed, and loss of effectiveness.[15]

1.17. Disseminated

To spread abroad as though sowing seed. To disperse throughout.[16]

1.18. Distress

To subject to great strain or difficulties.[17]

1.19. Economic

Relating to, or based on, the production, distribution, and consumption of goods and services.[18]

1.20. Elderly

Persons 62 years of age or older.[19]

1.21. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[20]

1.22. Gentrification

a process in which a poor area (as of a city) experiences an influx of middle-class or wealthy people who renovate and rebuild homes and businesses and which often results in an increase in property values and the displacement of earlier, usually poorer residents. [21]

1.23. Governing Body

The council, commission, or other legislative body that is charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[22]

---

13 HTTPS://WWW.CPTED.NET/
14 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DEFECTIVE
15 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)
16 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISSEMINATE
17 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISTRESS
18 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ECONOMIC
19 FLORIDA STATUTE 420.503 (16)
20 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ENVIRONMENT
21 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/GENTRIFICATION
22 FLORIDA STATUTE 163.340 (3)

1.24. Historic Preservation

The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic preservation properties.[23]

1.25. Inadequate

Not enough or good enough.[24]

1.26. Increment Revenue

The non-ad valorem tax funds are placed in an *Agency*'s trust fund to generate redevelopment in its *Area*.[25]

1.27. Institute For Business & Home Safety FORTIFIED program

FORTIFIED is a voluntary construction and re-roofing Program designed to strengthen homes and commercial buildings against specific types of severe weather, such as high winds, hail, hurricanes, and even tornados.[26]

1.28. Institute For Business & Home Safety OPEN FOR BUSINESS Program

The OFB-EZ (Open for Business-EZ) toolkit helps small businesses take important steps they need to keep functioning in the event of a major disaster or even a small business disruption.[27]

1.29. Intensify

To grow more substantial or more acute.[28]

1.30. Liability

A disadvantage.[29]

1.31. National Flood Insurance Program (NFIP)

Created by Congress in 1968, the National Flood Insurance Program (NFIP) provides insurance to help reduce the socio-*economic* impact of floods. Flood insurance is a separate policy that can cover buildings, the contents of a building, or both.[30]

1.32. Non-Conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been legally continued and which does not conform to the [current] regulations.[31]

1.33. Occupant

See Tenant.

---

23 FLORIDA STATUTE 267.021
24 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INADEQUATE
25 DR. JEFF BURTON
26 HTTPS://FORTIFIEDHOME.ORG/
27 HTTPS://IBHS.ORG/BUSINESSDISASTERRECOVERY/
28 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INTENSIFY
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/LIABILITY
30 HTTPS://WWW.FLOODSMART.GOV/ABOUT
31 2021 INTERNATIONAL ZONING CODE

1.34. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.[32]

1.35. Property Accessed Clean Energy (PACE)

A Florida public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements.[33]

1.36. Redevelopment Plan (Plan)

The approved redevelopment directions exist from time to time for an *Area*.[34]

1.37. Rehabilitate

This means the following:

1.36.1 To restore to a former capacity.
1.36.2 To convert to good repute.
1.36.3 Reestablish the good name of.
1.36.4 Restore to a former state.
1.36.5 Restore or bring to a condition of health or helpful and constructive activity.[35]

1.38. Remediate

To make (something) the target of remedial action: to provide a remedy.[36]

1.39. Revitalize

To give new life or vigor.[37]

1.40. Slum Area or Slums

An area having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or non-residential, which are impaired because of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

1.39.1 The presence of *inadequate* ventilation, light, air, sanitation, or open spaces provision.
1.39.2 High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code,
1.39.3 Conditions endangering life or property by fire or other causes.[38]

---

32 BRADENTON CODE OF ORDINANCES SEC 1.2
33 HTTPS://FLORIDAPACE.GOV/ABOUT-PACE/
34 FLORIDA STATUTE 163.340 (11)
35 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REHABILITATE
36 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REMEDIATE
37 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REVITALIZE
38 FLORIDA STATUTE 163.340 (7)

1.41. Social

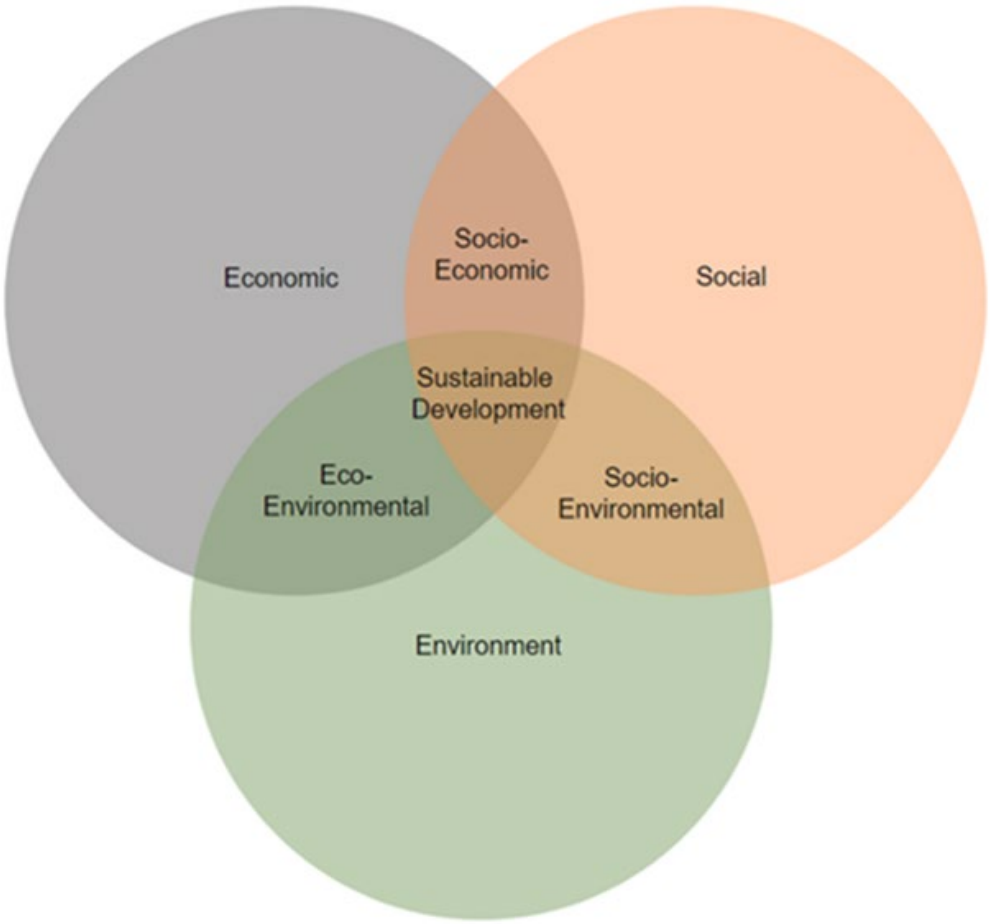
Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[39]

1.42. Sustainable Economic Development

A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[40] See *Sustainable Economic Development* Venn Diagram.

1.43. Sustainable Redevelopment

New construction on a site having pre-existing uses. *Sustainable redevelopment* represents a process of land development that *revitalizes* the physical, *economic*, and *social* fabric of urban space.[41]



Sustainable Economic Development Venn Diagram

39 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
40 DR. EDWARD B. BARBIER (1987)
41 CAVES, R. W. (2004). ENCYCLOPEDIA OF THE CITY. ROUTLEDGE. PP. 556. ISBN 9780415252256.

2. ECONOMIC

2.1. Goal

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit economies, *disseminated* through using redevelopment, safety, and a vibrant, diverse, developing, and *redeveloping community*. The *Agency* may also engage its resources to improve the *Area*'s minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

2.2. Redevelopment

2.2.1 Intent

2.2.1.1 The *Agency* may encourage commerce according to the following activities:

2.2.1.1.1 To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan*'s provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[42]

2.2.1.1.2 Removal of *blighted* conditions that include areas that lead to *economic distress*[43] and *economic* and *social liabilities* that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities. [44]

2.2.1.1.3 Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[45]

2.2.1.1.4 *Revitalize*, *rehabilitate*, and *redevelop* the *Governing Body* designated deteriorating and *economically distressed* coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[46 and 47]

2.2.1.1.5 Tax base preservation and enhancement. [48 and 49]

2.2.2 Policies

2.2.2.1 *Increment revenue* incentives, grants, and other funding may be used for the following:

---

42 FLORIDA STATUTE 163.345 (1)
43 FLORIDA STATUTE 163.340 (8)
44 FLORIDA STATUTE 163.340 (1)
45 FLORIDA STATUTE 163.340 (6)
46 FLORIDA STATUTE 163.340 (7)
47 FLORIDA STATUTE 163.340 (9)
48 FLORIDA STATUTE 163.335 (5)
49 FLORIDA STATUTE 163.353

2.2.2.1.1 *Revitalize* the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.[50]

2.2.2.1.2 Reduction or maintenance of natural disaster evacuation times. Ensure property protection against natural disaster exposure, [51] including the following listed from Florida Distaster.org:[52]

2.2.2.1.2.1 Drought.
2.2.2.1.2.2 Earthquake.
2.2.2.1.2.3 Extreme cold.
2.2.2.1.2.4 Flood.
2.2.2.1.2.5 Hazardous materials.
2.2.2.1.2.6 Hurricane.
2.2.2.1.2.7 Lightning.
2.2.2.1.2.8 Marine hazard.
2.2.2.1.2.9 Radiological emergency.
2.2.2.1.2.10 Space weather.
2.2.2.1.2.11 Terrorism.
2.2.2.1.2.12 Thunderstorms.
2.2.2.1.2.13 Tornadoes.
2.2.2.1.2.14 Wildfires.
2.2.2.1.2.15 Excessive warming.

2.2.2.1.3 Reduction or maintenance of long-term man-made disaster exposure to sea level rise, coastal risks,[53] and air pollutants.[54]

2.2.2.1.4 Pandemic.

2.2.2.2 Encourage, to the greatest extent feasible, private enterprise redevelopment according to the *Plan*,[55] giving special consideration to recommendations by the following:

2.2.2.2.1 *CAC*.
2.2.2.2.2 Architectural Review Board.
2.2.2.2.3 Tree & Landscape Preservation Board.
2.2.2.2.4 Planning Commission.
2.2.2.2.5 Code Enforcement Special Magistrate.
2.2.2.2.6 Nuisance Abatement Board.
2.2.2.2.7 Bradenton Housing Authority.
2.2.2.2.8 Affordable Housing Advisory Committee.
2.2.2.2.9 Public Art Advisory Board.
2.2.2.2.10 Manatee County Tourist Development Tax Advisory Board

2.2.2.3 Encourage new public and private employment,[56 and 57] and housing opportunities, especially those types that are in short supply.[58]

---

50 FLORIDA STATUTE 163.371 (2)
51 FLORIDA STATUTE 163.360 (7) (E)
52 HTTPS://WWW.FLORIDADISASTER.ORG/HAZARDS/
53 HTTPS://CLIMATECENTER.FSU.EDU/TOPICS/SEA-LEVEL-RISE
54 HTTPS://FLORIDADEP.GOV/AIR/AIR/CONTENT/AIR-QUALITY-101
55 FLORIDA STATUTE 163.345
56 FLORIDA STATUTE 163.335 (1)
57 FLORIDA STATUTE 163.335 (4)
58 FLORIDA STATUTE 163.362 (8)

2.2.2.4 Encourage the sound growth of the *Area*'s taxable real property.[59]
2.2.2.5 Support the development of maker spaces or business incubators.[60]

2.3. Image

2.3.1 Intent

2.3.1.1 The *Agency* may *disseminate slum* clearance and *blighted area* redevelopment information[61] as follows:
2.3.1.1.1 File an annual report.[62]
2.3.1.1.2 Sponsor and finance dissemination of redevelopment activities and programs[63] not limited to the following:
2.3.1.1.2.1 Commerce.
2.3.1.1.2.2 Image.
2.3.1.1.2.3 Culture.
2.3.1.1.2.4 Emergency Management and Resiliency.
2.3.1.1.2.5 Housing.
2.3.1.1.2.6 Infrastructure.
2.3.1.1.2.7 Property Maintenance.
2.3.1.1.2.8 Public Safety.
2.3.1.1.3 File an annual audit.[64]
2.3.1.1.4 Apply for third-party redevelopment awards from related associations and conferences.
2.3.1.1.5 Use teachable redevelopment opportunities not limited to the following:
2.3.1.1.5.1 Relative state and national conventions.
2.3.1.1.5.2 Training courses and sessions.
2.3.1.1.5.3 University and college courses and certifications.
2.3.1.1.6 Earn certifications related to redevelopment, project management, finance, and other related activities.

2.3.2 Policies

2.3.2.1 *Disseminate* positive information that reflects the *Agency*'s programs and services through various mediums, programs, and projects.
2.3.2.2 Develop the *Agency* brand.
2.3.2.3 Maximize public opportunities to *disseminate Agency* activities and information, including the following:
2.3.2.3.1 Finance public events to thoroughly disperse and spread the *Agency*'s redevelopment information.
2.3.2.3.2 Finance events that visibly increase the presence of *community policing innovation* as an element of a *community policing innovation* plan.

---

59 FLORIDA STATUTE 163.335 (1)
60 FLORIDA STATUTE 163.335 (1)
61 FLORIDA STATUTE 163.370 (2) (B)
62 FLORIDA STATUTE 163.371 (2)
63 FLORIDA STATUTE 163.370 (2) (B)
64 FLORIDA STATUTE 163.387 (8)

2.3.2.4 Establish at least one (1) *Area* Merchants' Association Main Street Program.

2.4. Property Maintenance

2.3.3 Intent

2.3.3.1 The *Agency* may *intensify* the *Governing Body*'s property maintenance activities as follows:

2.3.3.1.1 Carrying out a voluntary or compulsory repair and rehabilitation program of buildings and improvements.[65]

2.3.3.1.2 Enforcing state and local laws, codes, and regulations relating to land use, the use and occupancy of buildings and improvements, and the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.[66]

2.3.3.1.3 Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the *Area* by private enterprise[67]… including… the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.

2.3.4 Policies

2.3.4.1 Support *Governing Body* compliance by *intensify*ing compliance efforts in the *Area*.

2.3.4.2 Encourage neighborhood *conservation* by providing intensified code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

2.3.4.3 Use incentives to aid code compliance.

2.3.4.4 The *Agency* may assist in correcting *non-conformities* and inconsistent future land use issues.

---

65 FLORIDA STATUTE 163.370 (2) (C) (5)
66 FLORIDA STATUTE 163.370 (H) 2.
67 FLORIDA STATUTE 163.345 (1)

3. ENVIRONMENT

3.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery. The *Agency* may also focus resources to reduce the probability of or eliminate *slums* and *blight* through infrastructure projects above and beyond the *Governing Body*'s normal standards. The *Agency* may take advantage of the special redevelopment relationship accorded to them through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

3.2 Emergency Management and Resiliency

3.2.1 Intent

3.2.1.1 The *Agency* may *intensify* existing resiliency or post-disaster rehabilitation of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs redevelopment or rehabilitation resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted area*.[68]

3.2.1.1.2 Eliminate and prevent *slums* and *blight* and encourage community rehabilitation [69,70,71, and 72,] especially by private enterprises.[73]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to [74], a focal center[75] and spread[76] of disease.

3.2.1.1.4 *Blight* leads to *economic distress*[77] and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential[78] and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[79]

3.2.1.1.5 The *Plan* and resulting revitalization and redevelopment for a coastal tourist area that is *deteriorating* and *economically distressed*[80] will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.[81]

---

68 FLORIDA STATUTE 163.360 (10)
69 FLORIDA STATUTE 163.345 (1)
70 FLORIDA STATUTE 163.350
71 FLORIDA STATUTE 163.355 (2)
72 FLORIDA STATUTE 163.360 (2) (B)
73 FLORIDA STATUTE 163.345 (1)
74 FLORIDA STATUTE 163.340 (7)
75 FLORIDA STATUTE 163.335 (1)
76 FLORIDA STATUTE 163.360 (8) (A) 3.
77 FLORIDA STATUTE 163.335 (4)
78 FLORIDA STATUTE 163.340 (8) (G)
79 FLORIDA STATUTE 163.340 (8) (I)
80 FLORIDA STATUTE 163.335 (4)
81 FLORIDA STATUTE 163.360 (7) (E)

3.2.2 Policies

3.2.2.1 *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area, reduce or maintain evacuation time, and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board* and *Governing Body* deem its duration by resolution.

3.2.2.2 *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities, especially to standards such as the Insurance Industry's Institute for Business and Home Safety's Fortified and Open for Business programs or the like.

3.2.2.3 Emergency remediation activities may include any activities agreed upon by the *Board* and *Governing Body* by resolution.

3.2.2.4 *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

3.3 Infrastructure

3.3.1 Intent

3.3.1.1 The *Agency* may *intensify* the *Governing Body*'s infrastructure projects by undertaking programs and projects for the elimination of *blight* that include the following:

3.3.1.1.1 Inadequacies include street layouts, parking facilities, roadways, bridges, or transportation facilities. [82]

3.3.1.1.2 Aggravated traffic problems that substantially hamper traffic hazards.[83]

3.3.1.1.3 Lack of modern traffic requirements.[84]

3.3.1.1.4 Existing traffic congestion and lack of parks, playgrounds, other public improvements, and structures. [85]

3.3.1.1.5 *Intensify* the *Governing Body*'s maintenance programs.

3.3.2 Policies

3.3.2.1 Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years.[86]

3.3.2.2 Develop multimodal transportation corridors like Urban Transit Circulator, freight, or intermodal hubs.

3.3.2.3 Improve access to public parks and open spaces.

3.3.2.4 Support the *Governing Body* and trust fund investing taxing authority, leased placemaking destinations that encourage *economic*, *environmental*, and *social* well-being, especially in a coastal tourism area.

---

82 FLORIDA STATUTE 163.340 (8) (A)
83 FLORIDA STATUTE 163.335 (1)
84 FLORIDA STATUTE 163.360 (8) (B) 2.
85 FLORIDA STATUTE 163.350
86 FLORIDA STATUTE 163.370 (3) (B)

3.3.2.5 Plan and implement large (greater than 2 acres) parks and public access to the water.
3.3.2.6 Develop linear parks, trails, and walks, especially those that connect to other *Agency Area*s and placemaking destinations.
3.3.2.7 Install Low Impact Development (LID) including permeable pavers and bioswales.
3.3.2.8 Correct existing infrastructure deficiencies, primarily Americans with Disabilities Act issues.
3.3.2.9 Support *PACE* and *C-PACE* projects.
3.3.2.10 Prioritize improvements at intersections with unusually high accident rates.
3.3.2.11 Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
3.3.2.12 Maintain existing access and seek opportunities to increase public access to the waterfront.
3.3.2.13 Plan and develop adequate park and recreational areas and facilities, considering the health, safety, and welfare of children residing in the general vicinity of the site covered by the *Plan*.
3.3.2.14 Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
3.3.2.15 Address *environmental* concerns and redevelopment related to *brownfield sites and areas*.

3.4 Remediation

3.4.1 Intent

3.4.1.1 *Environmentally rehabilitate* or *conserve* [87] [and] [88] or a combination of both to redevelop properties in the *Area*.
3.4.1.2 Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the redevelopment or reuse of *brownfield sites*.[89] [And] [90]
3.4.1.3 Encourage the designation of the *Area* as a *brownfield area*.[91]
3.4.1.4 Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield site or area*.[92] The *Agency* may be used to the fullest extent of the law to encourage redeveloping *brownfield sites and areas*. These incentives may assist as follows:
3.4.1.4.1 Financial.
3.4.1.4.2 Regulatory.
3.4.1.4.3 Technical.[93]

87 FLORIDA STATUTE 163.335 (2)
88 FLORIDA STATUTE 163.340 (9)
89 FLORIDA STATUTE 163.400 (C)
90 FLORIDA STATUTE 376.84 (A)
91 FLORIDA STATUTE 376.79 (4)
92 FLORIDA STATUTE 376.84 (A)
93 FLORIDA STATUTE 376.84

3.4.1.5 Remediation and redevelopment are public investments promoting job creation and eliminating public health and *environmental* hazards.[94]

3.4.1.6 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[95]

3.4.2 Policies

3.4.2.1 *Increment revenue* grants may be used to support the State of Florida Brownfield Redevelopment Program tax credits.

3.4.2.2 When an incentive is applied for, The *Agency* may loan property *owners* remediation funds as part of a Florida Brownfield Redevelopment Program Brownfield Site Rehabilitation Agreement (BSRA) where program tax credits are monetized.

3.4.2.3 A redevelopment grant may be applied for after a remediation loan once the state tax credits have been awarded to the *Agency*.

3.4.2.4 The *Agency* may acquire perceived *brownfield sites and areas* for remediation, tax credit collection and sale, and private-sector redevelopment.

---

94 FLORIDA STATUTE 376.84
95 FLORIDA STATUTE 163.340 (N)

4. SOCIAL

4.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* in conserving and rehabilitating the *Area*. The *Agency* may focus resources on redeveloping residential and mixed-use structures, reducing or eliminating crime, and increasing public safety through *community policing innovation*s. The Agency will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

4.2 Culture

4.2.1 Intent

4.2.1.1 The *Agency* may *intensify* the *Governing Body*'s cultural activities as follows:

4.2.1.1.1 Redevelopment activities, projects, rehabilitation, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[96]

4.2.1.1.2 The rehabilitation, *conservation*, or redevelopment, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[97]

4.2.1.1.3 The susceptible *conservation* or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented, and those salvageable *slums* and *blighted areas* can be conserved and *rehabilitated* through appropriate public action.[98]

4.2.1.1.4 Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[99]

4.2.2 Policies

4.2.2.1 *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

4.2.2.1.1 Cultural sites are not limited to museums, aquariums, theatres, performing art centers, or convention centers.

4.2.2.1.2 *Historical Preservation Governing Body*, State and Federal certified sites.

4.2.2.1.3 Artistic sites certified by the *Governing Body*.

4.2.2.2 Public and private art's financial support may be considered an *increment revenue* expenditure.

4.2.2.3 Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

---

96 FLORIDA STATUTE 163.340 (9)
97 FLORIDA STATUTE 163.355 (2)
98 FLORIDA STATUTE 163.335 (2)
99 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

4.3 Housing

4.3.1 Intent

4.3.1.1 The *Agency* may *intensify* the *Governing Body*'s housing stock by:

4.3.1.1.1 Providing for the *Area*'s low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[100]

4.3.1.1.2 Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[101]

4.3.1.1.3 Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[102]

4.3.1.1.4 Providing *affordable housing* to residents of low or moderate income, including the *elderly*.[103,104,105, and 106]

4.3.2 Policies

4.3.2.1 The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

4.3.2.1.1 Develop rent buydowns for workforce housing, especially for employees in the *Area*.[107]

4.3.2.1.2 Support *rehabilitation* grants for *deteriorated* housing.

4.3.2.1.3 Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

4.3.2.1.4 Incentivize developers for providing housing sites.

4.3.2.1.5 Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

4.3.2.1.6 Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

4.3.2.1.7 Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.

---

100 FLORIDA STATUTE 163.360 (2) (C)
101 FLORIDA STATUTE 163.340 (9)
102 FLORIDA STATUTE 163.370 (2) (J)
103 FLORIDA STATUTE 163.335 (6)
104 FLORIDA STATUTE 163.340 (9)
105 FLORIDA STATUTE 163.340 (10)
106 FLORIDA STATUTE 163.350
107 FLORIDA STATUTE 163.340 (9)

4.3.2.1.8 Develop new methodologies for low, moderate, workforce, and market-rate housing not limited to:
4.3.2.1.9 Land trusts and land banks.
4.3.2.1.10 Rental or ownership markets.
4.3.2.1.11 Alternative energy point sourcing.
4.3.2.1.12 Pocket neighborhoods.
4.3.2.1.13 Sustainably affordable financial accommodations.
4.3.2.1.14 Natural disaster and energy resilient construction.
4.3.2.2 Support *PACE* and *C-PACE* and similar program projects.
4.3.2.3 The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less-than-market-value housing.
4.3.2.4 Incentive all new housing units, regardless of income, that meet one of the following:
4.3.2.4.1 A cost/benefit analysis over the *Agency*'s life.
4.3.2.4.2 Redevelop a *Governing Body-designated slum* or *blighted* structure.
4.3.2.4.3 *Remediate* and *redevelop* a designated brownfield site or area.

4.4 Public Safety

4.4.1 Intent

4.4.1.1 The *Agency* may *intensify* the *Governing Body*'s *community policing innovation* activities following:
4.4.1.1.1 The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.[108]
4.4.1.1.2 At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovation*s or *CPTED*.[109]
4.4.1.1.3 A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovation*s.[110]
4.4.1.1.4 The … *Plan* may provide for developing and implementing *community policing innovation*s.[111]

4.4.2 Policies

4.4.2.1 The *Agency* shall not institute *community policing innovation* unless:
4.4.2.1.1 The *Governing Body* has approved its development.
4.4.2.1.2 It is noted in the *Plan*.
4.4.2.1.3 The *Agency* may assist the *Governing Body* with the following:
4.4.2.1.3.1 The *increment revenue* funding provides for a strengthening of existing policing resources.

108 FLORIDA STATUTE 163.335 (3)
109 FLORIDA STATUTE 163.356 (3) (E)
110 FLORIDA STATUTE 163.358 (5)
111 FLORIDA STATUTE 163.370 (2) (O)

4.4.2.1.3.2 Encourage *community policing innovation* through *CPTED* in buildings, streets, and other designs.

4.4.2.1.3.3 Make use of *community policing innovation* as defined by its *redevelopment* definition.

4.4.2.1.3.4 Make use of *CPTED*.

4.4.2.1.3.5 Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.

4.4.2.1.3.6 Address homelessness and vagrancy issues.

5. STATUTORY POWERS

5.1 GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

5.1.1 Intent

5.1.1.1 It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* following this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

5.1.2 Policies

5.1.2.1 Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

5.1.2.2 *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

5.1.2.3 If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

5.1.2.4 Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

5.1.2.5 Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

5.1.2.6 Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

5.1.2.7 Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

5.1.2.8 Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

5.1.2.9 Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

5.1.2.10 The *Agency* is not authorized with the following powers:

5.1.2.10.1 Eminent domain.[112]

5.1.2.10.2 Construct or expand administrative buildings for public bodies or police and fire buildings unless each taxing authority agrees to such method of financing for the construction or expansion or unless the construction or expansion is contemplated as part of a *community policing innovation*.[113]

5.1.2.10.3 Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.[114]

5.1.2.10.4 General government operating expenses unrelated to the planning and carrying out of a *Plan*.[115]

5.1.2.10.5 Fund third-party entity administrative, project, or program costs not associated with this *Plan*.[116]

112 FLORIDA STATUTE 163.335 (7)
113 FLORIDA STATUTE 163.370 (3) (A)
114 FLORIDA STATUTE 163.370 (3) (B)
115 FLORIDA STATUTE 163.370 (3) (C)
116 JEFF ORIS

6. STATUTORY REQUIRED ELEMENTS OF THE PLAN

6.1 GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must follow the *Plan*, which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document that must be evaluated and amended regularly to accurately reflect changing conditions and community objectives.

6.1.1 Intent

6.1.1.1 Chapter 163.362 specifies the contents of a *Plan*. The statute's text is shown below in italics, followed by the location in the *Plan* documents where each required element can be found. Intents of the *Plan*. --Every *Plan* shall:

6.1.1.1.1 Contain a legal description of the *Area*'s boundaries and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

6.1.1.1.2 Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

6.1.1.1.3 Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

6.1.1.1.4 The approximate number of dwelling units.

2,000

6.1.1.1.5 Such property is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the Area may be intended for the proposed uses

6.1.1.1.6 If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element that describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:
Resident relocation is nominal, as most of the projects are scheduled on government-owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are designed to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services, and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting the school population.

6.1.1.1.7 Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield site and area remediation*, parks, parking, parking garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan***.**

6.1.1.1.8 Contain adequate safeguards that the *redevelopment* work will be carried out under the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out. The *Plan* referred to the Act, grants, incentives, programs, and projects polices were referenced to the *Plan*.

6.1.1.1.9 Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate, the *Agency* will impose covenants on property sold or leased to regulate the property, particularly with project use and design, to effectuate this *Plan*.

6.1.1.1.10 Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor. The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

6.1.1.1.11 Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

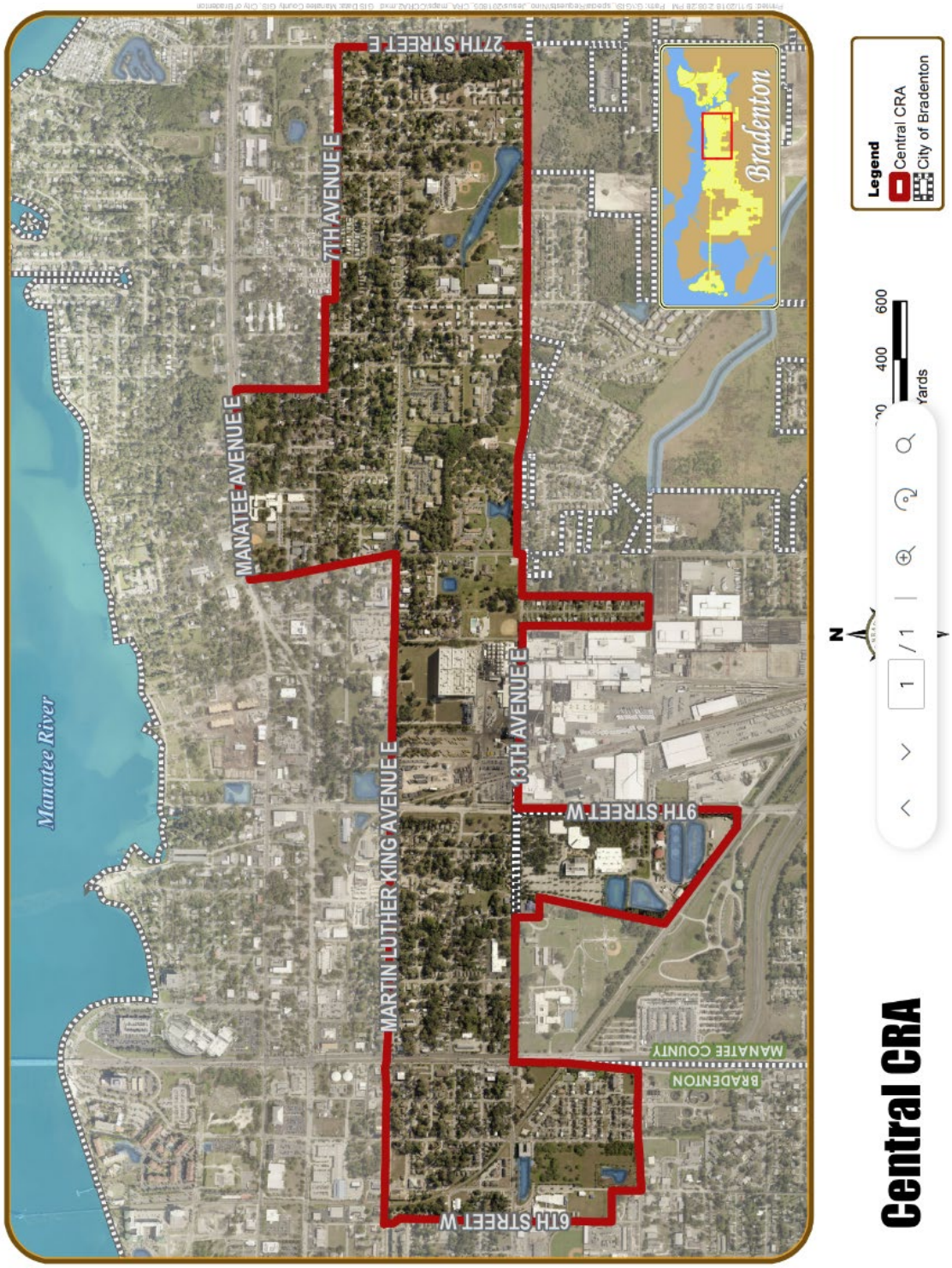
61.1.1.12 Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended according to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *redevelopment* activities financed by incremental revenues shall be completed no later than September 30th, 2040, following the adoption of this *Plan*.

APPENDIX A

BEGIN AT THE INTERSECTION OF 7TH AVENUE EAST AND 27TH STREET EAST, THEN GO SOUTH ALONG 27TH STREET EAST TO 13TH AVENUE EAST. THEN GO WEST ALONG 13TH AVENUE EAST TO A POINT THAT IS 120' EAST OF 14TH STREET EAST,THEN GO SOUTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200', THEN GO WEST ALONG THE CITY LIMIT LINE A DISTANCE OF 320', THEN GO NORTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200' TO 13TH AVENUE EAST, THEN CONTINUE WEST ALONG 13TH AVENUE EAST TO 9TH STREET EAST, THEN GO SOUTH ALONG STREET EAST FOLLOWING THE LIMIT LINE A DISTANCE OF 2230', THENCE W N88D54'10" W A DISTANCE OF 142.73', THENCE W N53D11'51"W A DISTANCE OF 1259.78". THENCE N N11D42'27"E A DISTANCE OF 1343.98', THENCE W A DISTANCE OF 188' STILL FOLLOWING THE CITY LIMIT LINE TO 6TH STREET EAST, THEN GO NORTH ALONG 6TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO 1ST STREET, THEN GO SOUTH ALONG 1ST STREET TO 17TH AVENUE WEST, THEN TO WEST ALONG 17TH AVENUE WEST TO 5TH STREET WEST, THEN GO NORTH A DISTANCE OF 260' TO 16TH AVENUE WEST, THEN GO WEST ALONG 16TH AVENUE WEST TO 6TH STREET WEST, THEN GO NORTH ALONG 6TH STREET WEST TO 13TH AVENUE WEST, THEN GO WEST ALONG 13TH AVENUE WEST TO 7TH STREET COURT WEST, THEN GO NORTH ALONG 7TH STREET COURT WEST TO 11TH AVENUE WEST, THEN GO WEST ALONG 11TH AVENUE WEST TO 8TH STREET WEST, THEN GO NORTH ALONG 8TH STREET WEST AND AN EXTENSION THEREOF TO MARTIN LUTHER KING AVENUE WEST, THEN GO EAST ALONG MARTIN LUTHER KING AVENUE WEST AND MARTIN LUTHER KING AVENUE EAST TO THE INTERSECTION OF 15TH STREET EAST, THEN GO NORTH ALONG 15TH STREET EAST TO THE INTERSECTION OF MANATEE AVENUE EAST, THEN GO EAST ALONG MANATEE AVENUE EAST TO THE INTERSECTION OF 19TH STREET EAST. THEN GO SOUTH ALONG 19TH STREET EAST TO THE INTERSECTION OF 7TH AVENUE EAST, THEN GO EAST ALONG 7TH AVENUE EAST TO THE INTERSENCTION OF 27TH STREET EAST, WHICH IS THE POINT OF BEGINNING.

APPENDIX B


27TH STREET E
7TH AVENUE E
MANATEE AVENUE E
MARTIN LUTHER KING AVENUE E
13TH AVENUE E
9TH STREET W
6TH STREET W
Manatee River
MANATEE COUNTY
BRADENTON
Bradenton
Legend
Central CRA
City of Bradenton
600
400
Yards
N
1 / 1
Central CRA

APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units (9)		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET (6)(8)					
One dwelling unit	75	60	50	50	35
Two dwelling units (9)		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS (1) IN FEET					
Principal building					
front (2) (8)	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences (7)					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT (3) IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET (4)					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE (5)	50%	60%	70%	70%	70%

* A FIVE-UNIT DENSITY BONUS IS PERMITTED WITH THE PROVISION OF AFFORDABLE HOUSING

(1) AN OVERHANG OF UP TO TWO FEET IS PERMITTED TO EXTEND INTO THE REQUIRED SETBACK UNLESS THE OVERHANG WOULD EXTEND INTO A PUBLIC FACILITIES EASEMENT. A VARIANCE OF UP TO 12 INCHES MAY BE APPROVED BY THE PCD DIRECTOR. SETBACKS SHALL BE MEASURED FROM THE RIGHT-OF-WAY UNLESS WAIVED BY THE PCD DIRECTOR PER SUBSECTION 4.1.1.

(2) SECONDARY FRONT YARD SETBACK MINIMUM IS 15 FEET.

(3) ADDITIONAL HEIGHT IS PERMITTED IF ONE FOOT IS ADDED TO THE REAR AND SIDE SETBACKS FOR EACH FOOT OF ADDITIONAL HEIGHT OF THE BUILDING.

(4) EXCLUSIVE OF GARAGES, CARPORTS OR OTHER ENCLOSED AREAS.

(5) INCLUDING BUILDING FOOTPRINT, PAVED DRIVES, PAVED TERRACES, IMPERVIOUS DECKS, SWIMMING POOLS, AND OTHER IMPERVIOUS SURFACES.

(6) REQUIRED ON ONLY ONE FRONTAGE ON A DOUBLE FRONTAGE LOT.

(7) WITH THE EXCEPTION OF FENCES, ACCESSORY BUILDINGS OR ACCESSORY STRUCTURES SHALL NOT BE PLACED ON EASEMENTS.

(8) CUL-DE-SAC LOTS MAY REDUCE LOT WIDTH AT BUILDING LINE BY 25 FEET

(9) SEE SECTION 3.4.5.6 FOR VILLAGE OF THE ARTS OVERLAY DISTRICT.

APPENDIX D

DESCRIPTION	2023	2023A	2024	2025	2026	2027	2028
REVENUES							
Increment Revenue	$ 1,605,575.88	$ 1,605,575.88	$ 1,606,452.49	$ 1,607,329.10	$ 1,608,205.71	$ 1,609,958.92	$ 1,610,835.53
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenue	$ 1,605,575.88	$ 1,605,575.88	$ 1,606,452.49	$ 1,607,329.10	$ 1,608,205.71	$ 1,609,958.92	$ 1,610,835.53
Total Revenue + Fund Balance	$ 1,605,575.88	$ 1,605,575.88	$ 1,606,452.49	$ 1,607,329.10	$ 1,608,205.71	$ 1,609,958.92	$ 1,610,835.53
EXPENSES							
OPERATIONS & MANAGEMENT							
Executive Director	$ 39,599.00	$ 25,826.29	$ 26,998.74	$ 28,244.57	$ 29,568.96	$ 30,977.52	$ 32,476.30
Assistant Director	$ 31,348.00	$ -	$ -	$ -	$ -	$ -	$ -
Program Adminstrator	$ 25,043.00	$ 13,959.34	$ 14,593.06	$ 15,266.44	$ 15,982.29	$ 16,743.63	$ 17,553.73
Public Art Coordinator	$ 5,831.00	$ 10,724.28	$ 11,211.14	$ 11,728.47	$ 12,278.42	$ 12,863.32	$ 13,485.68
CRA Manager	$ 27,719.00	$ 17,775.40	$ 18,582.36	$ 19,439.82	$ 20,351.36	$ 21,320.83	$ 22,352.39
Service Incentive	$ 754.00	$ 420.32	$ 439.40	$ 459.68	$ 481.23	$ 504.16	$ 528.55
FICA Executive Director	$ 2,394.00	$ 1,334.91	$ 1,395.51	$ 1,459.90	$ 1,528.36	$ 1,601.16	$ 1,678.63
FICA Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FICA Program Adminstrator	$ 1,557.00	$ 868.97	$ 908.42	$ 950.34	$ 994.90	$ 1,042.29	$ 1,092.72
FICA Public Art Coordinator	$ 329.00	$ 459.94	$ 480.82	$ 503.01	$ 526.60	$ 551.68	$ 578.38
FICA CRA Manager	$ 1,628.00	$ 953.36	$ 996.64	$ 1,042.63	$ 1,091.52	$ 1,143.52	$ 1,198.85
MC Executive Director	$ 560.00	$ 312.34	$ 326.52	$ 341.59	$ 357.61	$ 374.64	$ 392.77
MC Assistant Director	$ 454.00	$ -	$ -	$ -	$ -	$ -	$ -
MC Program Adminstrator	$ 364.00	$ 203.26	$ 212.49	$ 222.29	$ 232.72	$ 243.80	$ 255.60
MC Public Art Coordinator	$ 77.00	$ 141.64	$ 148.07	$ 154.90	$ 162.17	$ 169.89	$ 178.11
MC CRA Manager	$ 381.00	$ 223.08	$ 233.21	$ 243.97	$ 255.41	$ 267.58	$ 280.52
FRS Executive Director	$ 5,373.00	$ 2,995.40	$ 3,131.39	$ 3,275.88	$ 3,429.49	$ 3,592.86	$ 3,766.69
FRS Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FRS Program Adminstrator	$ 5,449.00	$ 3,038.45	$ 3,176.39	$ 3,322.96	$ 3,478.77	$ 3,644.49	$ 3,820.82
FRS Public Art Coordinator	$ 790.00	$ 1,455.39	$ 1,521.47	$ 1,591.67	$ 1,666.31	$ 1,745.68	$ 1,830.14
FRS CRA Manager	$ 3,761.00	$ 2,075.67	$ 2,169.90	$ 2,270.02	$ 2,376.47	$ 2,489.67	$ 2,610.13
HC Executive Director	$ 4,252.00	$ 2,370.35	$ 2,477.96	$ 2,592.30	$ 2,713.85	$ 2,843.13	$ 2,980.69
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HC Program Adminstrator	$ 4,252.00	$ 2,781.66	$ 2,907.94	$ 3,042.12	$ 3,184.77	$ 3,336.48	$ 3,497.90
HC Public Art Coordinator	$ 1,288.00	$ 2,370.35	$ 2,477.96	$ 2,592.30	$ 2,713.85	$ 2,843.13	$ 2,980.69
HC CRA Manager	$ 4,252.00	$ 2,370.35	$ 2,477.96	$ 2,592.30	$ 2,713.85	$ 2,843.13	$ 2,980.69
LI Executive Director	$ -	$ 91.97	$ 96.15	$ 100.59	$ 105.30	$ 110.32	$ 115.66
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LI Program Adminstrator	$ 62.00	$ 35.32	$ 36.92	$ 38.62	$ 40.44	$ 42.36	$ 44.41
LI Public Art Coordinator	$ 15.00	$ 55.37	$ 57.88	$ 60.55	$ 63.39	$ 66.41	$ 69.63
LI CRA Manager	$ 69.00	$ 40.95	$ 42.81	$ 44.78	$ 46.88	$ 49.11	$ 51.49
WC Executive Director	$ 98.00	$ 55.37	$ 57.88	$ 60.55	$ 63.39	$ 66.41	$ 69.63
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WC Program Adminstrator	$ 64.00	$ 36.05	$ 37.69	$ 39.43	$ 41.28	$ 43.24	$ 45.34
WC Public Art Coordinator	$ 14.00	$ 26.86	$ 28.08	$ 29.37	$ 30.75	$ 32.21	$ 33.77
WC CRA Manager	$ 69.00	$ 40.75	$ 42.60	$ 44.57	$ 46.66	$ 48.88	$ 51.25
CONTRACTUAL & PROFESSIONAL SERVICES							
Legal	$ 20,000.00	$ 20,000.00	$ 20,907.96	$ 21,872.73	$ 22,898.35	$ 23,989.14	$ 25,149.80
Recording	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Community Visioning	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Public Art Master Plan	$ 30,000.00	$ 30,000.00	$ -	$ -	$ -	$ -	$ -
Business Flare	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit Software	$ 333.00	$ 333.00	$ -	$ -	$ -		$ -
Audit	$ 3,332.00	$ 3,332.00	$ 3,483.27	$ 3,644.00	$ 3,814.86	$ 3,996.59	$ 4,189.96
Rental Property	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -	$ -
Demolition	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
METV	$ 9,350.00	$ 9,350.00	$ -	$ -	$ -	$ -	$ -
Security Service	$ 36,667.00	$ 36,667.00	$ 36,667.00	$ 38,000.00	$ 38,000.00	$ 40,000.00	$ 40,000.00
Soofa Maintenance	$ 6,200.00	$ 6,200.00	$ 6,481.47	$ 6,780.55	$ 7,098.49	$ -	$ -
Freebee	$ 58,240.00	$ 59,675.19	$ 62,384.31	$ 65,262.97	$ 68,323.16	$ 71,577.83	$ 75,040.96
Bank Fees	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00
Appraisal, Survey, Title, Environmental	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00
Travel and Per Diem	$ 3,550.00	$ 3,550.00	$ 3,711.16	$ 3,882.41	$ 4,064.46	$ 4,258.07	$ 4,464.09
Communication Services	$ 2,084.00	$ 2,084.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00
Freight and Postage	$ 665.00	$ 665.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00
Zeno Large Copier	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Zeno Large Copier Usage	$ 665.00	$ 665.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Rental Property Insurance	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
General Liability Insurance	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Rental Property Maintenance	$ 4,500.00	$ 4,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
CRA Owned Property Maintenance	$ 10,000.00	$ 10,000.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00	$ 12,500.00
Equipment Repair and Maintenance	$ 150.00	$ 150.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Business Cards, Annual Report, Other	$ 1,333.00	$ 1,333.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00
Maintanence Printing and Binding	$ 120.00	$ 120.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Promotional Activities	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Legal Advertisment	$ 350.00	$ 350.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00
Property Tax	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Office Supplies	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00

Equipment Under 5000	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Cumputer Equipment under 5000	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Gear/Uniforms	$ 300.00	$ 300.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00
FRA Annual Dues	$ 831.00	$ 831.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00
Bradenton Herald	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
IEDC	$ 152.00	$ 152.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
FEDC	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Americans for the Arts	$ 35.00	$ 35.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
FL Association of Public Art Professionals	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Other Public Art Publications	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
CRM Software	$ 700.00	$ 700.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
CAFÉ	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
Education and Training	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
CAPITAL IMPROVEMENT PROJECTS							
Land	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 500,000.00	$ 1,000,000.00	$ 500,000.00
Park Improvements and Construction	$ 250,000.00	$ 250,000.00		$ -	$ 440,000.00	$ 250,000.00	$ 500,000.00
Infrastructure	$ -	$ -	$ -	$ 239,000.00	$ 750,000.00	$ 750,000.00	$ 500,000.00
Lighting	$ 275,000.00	$ 275,000.00	$ 338,000.00	$ 400,000.00	$ 400,000.00	$ 388,000.00	$ 350,000.00
Public Art Outlay	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
REDEVELOPMENT INVESTMENT							
City of Bradenton	$ 7,081.00	$ 7,081.00	$ 7,081.00	$ 7,081.00	$ 7,081.00	$ 7,081.00	$ 7,081.00
Bank of America	$ 9,629.00	$ 9,629.00	$ 9,629.00	$ 9,629.00	$ 9,629.00	$ 9,629.00	$ 9,629.00
ASSISTANCE TO BUSINESS							
Redevelopment Grant Program	$ 212,335.00	$ 212,335.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00
Community Events	$ 40,000.00	$ 40,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
9th Ave W Commercial Cooridor	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -
Implemetation of new Master Plan	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Affordable Housing Projects	$ 250,000.00	$ 250,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00
HOPE VI -A	$ 75,000.00	$ 75,000.00	$ -	$ -	$ -	$ -	$ -
HOPE VI-B	$ 60,000.00	$ 60,000.00	$ -	$ -	$ -	$ -	$ -
TRANSFERS							
Norma Loyd Park	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
Code Enforcement	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
Community Policing	$ 269,959.00	$ 269,959.00	$ 269,959.00	$ 269,959.00	$ 269,959.00	$ 269,959.00	$ 269,959.00
City Admin Charge	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
Annual Expenses	**$ 3,195,667.00**	**$ 2,622,299.57**	**$ 3,066,631.50**	**$ 3,377,927.30**	**$ 3,688,455.31**	**$ 3,991,152.19**	**$ 3,963,574.94**


CRA
CITY OF
Bradenton

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Ordinance

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

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

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Per Florida Statute 163.361, the Community Redevelopment Agency of the City of Bradenton recommends the amendment of the Downtown Community Redevelopment Area's community redevelopment plan. This first reading and public hearing on the proposed modification has been publicly noticed in a newspaper with general circulation in the agency's area of operation. The Agency has reported the proposed modifications to each taxing authority in writing by certified mail. The January 24, 2024, second hearing of this ordinance will comply with the thirty-day notice period to Manatee County.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve Ordinance 4030.

ATTACHMENTS:
Ordinance 4030
Downtown CRA Redevelopment Plan

ORDINANCE 4030

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE BRADENTON COMMUNITY REDEVELOPMENT AREA TO THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; EXPANDING THE BOUNDARIES OF THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a Community Redevelopment Plan (the "CRP") must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City Council, by Resolution No. 79-55 on November 14, 1979, created a community redevelopment area now known as the Bradenton Community Redevelopment Area; and

WHEREAS, the City Council, by Ordinance 2264 on October 14, 1981, approved a CRP for the Bradenton Community Redevelopment Area, which has been subsequently amended by ordinance and/or resolution; and

WHEREAS, the City Council, by Ordinance No. 2967 on June 24, 2015, declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the Bradenton Community Redevelopment Area; established the Community Redevelopment Agency (the "CRA") to serve as the agency for all community redevelopment areas of the City of Bradenton, including the Bradenton Community Redevelopment Area; and appointed the City Council of the City of Bradenton to serve as the governing body of the CRA (the "CRA Board"); and

WHEREAS, the CRA Board desires to rename the Bradenton Community Redevelopment Area to the Downtown Community Redevelopment Area; and

WHEREAS, the CRA Board desires to amend the Downtown Community Redevelopment Area to expand such area to include the Bradenton's Woman's Club, an ad-valorem tax-exempt parcel located at 1705 Manatee Avenue West, as evidenced in the legal description attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the CRA Board reported the proposed expansion of the Downtown Community Redevelopment Area to each taxing authority in writing or by an oral presentation, or both, regarding such proposed expansion, as required by Section 163.361, Florida Statutes; and

WHEREAS, the CRA Board desires to amend the Downtown Community Redevelopment Area's CRP as attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CRA Board held a public meeting on September 28, 2023, to review and discuss the proposed Downtown CRP, and at that meeting, the CRA Board adopted Resolution 2023-05, recommending that the City Council rename the Bradenton Community Redevelopment Area to the Downtown Community Redevelopment Area and approving the proposed Downtown CRP; and

WHEREAS, the Planning Commission held a public meeting on October 18th, 2023, to review and discuss the amended Downtown CRP's compliance with the City of Bradenton's comprehensive plan, and at the meeting, the Planning Commission found the amended Downtown CRP in compliance with the comprehensive plan; and;

WHEREAS, the notice and public hearing requirements of Sections 163.346 and 163.361, Florida Statutes, have been met prior to the approval of this Ordinance by the City Council of the City of Bradenton; and

WHEREAS, the City Council desires to approve and adopt the amended Downtown CRP.

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

Section 1. Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference and are deemed a material part of this Ordinance.

Section 2. Rename of the Bradenton Community Redevelopment Area. The City Council hereby finds, determines, and declares that the Bradenton Community Redevelopment Area is renamed the Downtown Community Redevelopment Area.

Section 3. Expansion of the Downtown Community Redevelopment Area. The City Council hereby finds, determines, and declares that the Downtown Community

Redevelopment Area is expanded to include Parcel ID No. 3370800009, with the address of 1705 Manatee Avenue West, and approximate acreage of .4994 acres or 21,756 square feet. The boundaries of the Downtown Community Redevelopment Area is amended to include this referenced parcel. The legal description for the amended CRA boundaries is attached hereto and incorporated herein as Exhibit "A;"

Section 4. Compliance with Comprehensive Plan. The City Council hereby finds, determines, and declares that the amended Downtown CRP conforms to the City of Bradenton comprehensive plan. A copy of the Downtown CRP is attached hereto and incorporated herein as Exhibit "B."

Section 5. Approval and Adoption of Amended Downtown Community Redevelopment Plan. The City Council does hereby approve and adopt the amended Downtown CRP attached hereto and incorporated herein as Exhibit "B" and authorizes and directs the Community Redevelopment Agency for the City of Bradenton to proceed with the implementation of the same.

Section 6. Repeal of Ordinances and Resolutions in Conflict. This Ordinance hereby repeals all ordinances and resolutions, or parts thereof, in conflict herewith to the extent of such conflict.

Section 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 8. Effective Date. This ordinance shall become effective as provided by law.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this_____day of _____, 2024.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

BY: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

Community Redevelopment Agency of the City of Bradenton, Florida

Redevelopment Plan

Downtown

Dr. Jeff Burton, FRA-RA
12-6-2023

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE-CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman
Lisa Gonzalez Moore
Jayne Kocher

LEGAL
Scott Rudacille, P.A.
Marisa J. Powers, P.A.

AGENCY
Jeff Burton, PhD, FRA-RA
Christopher Munyon, FRA-RP
Karen Kyser
Jean Farmer











CONTENTS

1. DEFINITION 2
2. ECONOMIC 9
3. ENVIRONMENT 13
4. SOCIAL 17
5. STATUTORY POWERS 21
6. STATUTORY REQUIRED ELEMENTS OF THE PLAN 23
APPENDIX A 26
APPENDIX B 28
APPENDIX C 29
APPENDIX D 30

1. DEFINITION

1.1. Act

The Community Redevelopment Act of 1969.[1]

1.2. Affordable Housing

Affordable housing is defined in terms of the income of the people living in the home. The family must be income-eligible. Income eligibility is determined by area median income (AMI), adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of the AMI.
1.2.2 Very low income describes a family at or below 50% of the AMI.
1.2.3 Low income describes a family at or below 80% of the AMI.
1.2.4 Moderate [workforce] income describes a family at or below 120% of the AMI (at or below 100% of median income for federal programs).

The Department of Housing and Urban Development (HUD) determines the AMI by county or Metropolitan Statistical Areas (MSAs). AMIs are updated annually by HUD.[2]

1.3. Area

A Florida Statute designated redevelopment area.[3]

1.4. Blighted Area or Blight

An Area in which there are a substantial number of *deteriorated* or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic distress*; and in which two or more of the following factors are present:

1.4.1 The predominance of *defective* or *inadequate* street layouts, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the Area for ad valorem tax purposes have yet to show any appreciable increase over the five years before the finding of such conditions.
1.4.3 Faulty lot layout concerning size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 Deterioration of site or other improvements.
1.4.6 More adequate and updated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates are higher in the Area than in the remainder of the county or municipality.
1.4.10 Fire and emergency medical service calls to the Area are proportionately higher than in the remainder of the county or municipality.

---

1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.11 The Area's crime incidence is higher than in the remainder of the county or municipality.
1.4.12 A more significant number of violations of the Florida Building Code in the Area than those recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or *defective* or unusual conditions of title that prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse environmental conditions caused by a public or private entity.
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity have yet to be adequately repaired or stabilized.

However, the term "Blighted Area" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the Agency or by resolution, that the Area is blighted. Such agreement or resolution must be limited to a determination that the Area is blighted to qualify for the tax credits authorized in Florida statute chapter 220.[4]

1.5. Board of Commissioners (Board)

Oversite group for the Agency and is appointed by the *Governing Body*. The Bradenton City Council appointed itself as the Board for this *Agency* on June 24, 2015.[5]

1.6. Brownfield Area

A contiguous area of one or more brownfield sites, some of which may not be contaminated and which has been designated by a local government by resolution. Such areas may include all or portions of redevelopment areas, enterprise zones, empowerment zones, other such established *economically* deprived communities and areas, and Environmental Protection *Agency*-designated brownfield pilot projects.[6]

1.7. Brownfield Site

This means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.[7]

1.8. Conservation

This means the following:

1.8.1 Careful preservation and protection of something.
1.8.2 Planned natural resource management to prevent exploitation, destruction, or neglect.
1.8.3 The preservation of a physical quantity during transformations or reactions. [8]

1.9. Community Advisory Committee (CAC)

An advisory subcommittee to the *Board*.

---

4 FLORIDA STATUTE 163.340 (8)
5 CITY OF BRADENTON ORDINANCE 2967
6 FLORIDA STATUTE 376.79 (5)
7 FLORIDA STATUTE 376.79 (4)
8 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for and increasing the perceived risks of engaging in criminal activity through the visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.[9]

1.11. Community Redevelopment (Redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, for the reduction or prevention of crime, or the provision of *affordable housing*, whether for rent or sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and redevelopment in an *Area* or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and *economically distressed*, or rehabilitation or conservation in an *Area*, or any combination or part thereof, following a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.11.1 One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and

1.12.1 The rehabilitation, *conservation*, or redevelopment, or a combination thereof, of such Area or Areas, including, if appropriate, the development of housing that residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[10]

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform redevelopment in the *Area* according to Florida Statute.[11] The *Agency* also refers to the Community Redevelopment staff for this document.

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure allows commercial, industrial, multifamily, and nonprofit property *owners* to obtain low-cost, long-term financing for energy efficiency, renewable energy, and wind-hardening projects.[12]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and make sense of

---

9 FLORIDA STATUTE 163.340 (23)
10 FLORIDA STATUTE 163.355 (2)
11 FLORIDA STATUTE 163.340 (1)
12 HTTPS://WWW.FDFCBONDS.COM/CPACE

community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[13]

1.15. Defective
Having a defect or flaw: imperfect in form, structure, or function.[14]

1.16. Deteriorated
Weakened, disintegrated, corroded, rusted, or decayed, and loss of effectiveness.[15]

1.17. Disseminated
To spread abroad as though sowing seed. To disperse throughout.[16]

1.18. Distress
To subject to great strain or difficulties.[17]

1.19. Economic
Relating to, or based on, the production, distribution, and consumption of goods and services.[18]

1.20. Elderly
Persons 62 years of age or older.[19]

1.21. Environment
The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[20]

1.22. Gentrification
a process in which a poor area (as of a city) experiences an influx of middle-class or wealthy people who renovate and rebuild homes and businesses and which often results in an increase in property values and the displacement of earlier, usually poorer residents. [21]

1.23. Governing Body
The council, commission, or other legislative body that is charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[22]

---

13 HTTPS://WWW.CPTED.NET/
14 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DEFECTIVE
15 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)
16 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISSEMINATE
17 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISTRESS
18 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ECONOMIC
19 FLORIDA STATUTE 420.503 (16)
20 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ENVIRONMENT
21 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/GENTRIFICATION
22 FLORIDA STATUTE 163.340 (3)

1.24. Historic Preservation

The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic preservation properties.[23]

1.25. Inadequate

Not enough or good enough.[24]

1.26. Increment Revenue

The non-ad valorem tax funds are placed in an *Agency*'s trust fund to generate redevelopment in its *Area*.[25]

1.27. Institute For Business & Home Safety FORTIFIED program

FORTIFIED is a voluntary construction and re-roofing Program designed to strengthen homes and commercial buildings against specific types of severe weather, such as high winds, hail, hurricanes, and even tornados.[26]

1.28. Institute For Business & Home Safety OPEN FOR BUSINESS Program

The OFB-EZ (Open for Business-EZ) toolkit helps small businesses take important steps they need to keep functioning in the event of a major disaster or even a small business disruption.[27]

1.29. Intensify

To grow more substantial or more acute.[28]

1.30. Liability

A disadvantage.[29]

1.31. National Flood Insurance Program (NFIP)

Created by Congress in 1968, the National Flood Insurance Program (NFIP) provides insurance to help reduce the socio-*economic* impact of floods. Flood insurance is a separate policy that can cover buildings, the contents of a building, or both.[30]

1.32. Non-Conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been legally continued and which does not conform to the [current] regulations.[31]

1.33. Occupant

See Tenant.

---

23 FLORIDA STATUTE 267.021
24 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INADEQUATE
25 DR. JEFF BURTON
26 HTTPS://FORTIFIEDHOME.ORG/
27 HTTPS://IBHS.ORG/BUSINESSDISASTERRECOVERY/
28 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INTENSIFY
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/LIABILITY
30 HTTPS://WWW.FLOODSMART.GOV/ABOUT
31 2021 INTERNATIONAL ZONING CODE

1.34. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.[32]

1.35. Property Accessed Clean Energy (PACE)

A Florida public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements.[33]

1.36. Redevelopment Plan (Plan)

The approved redevelopment directions exist from time to time for an *Area*.[34]

1.37. Rehabilitate

This means the following:

1.36.1 To restore to a former capacity.
1.36.2 To convert to good repute.
1.36.3 Reestablish the good name of.
1.36.4 Restore to a former state.
1.36.5 Restore or bring to a condition of health or helpful and constructive activity.[35]

1.38. Remediate

To make (something) the target of remedial action: to provide a remedy.[36]

1.39. Revitalize

To give new life or vigor.[37]

1.40. Slum Area or Slums

An area having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or non-residential, which are impaired because of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

1.39.1 The presence of *inadequate* ventilation, light, air, sanitation, or open spaces provision.
1.39.2 High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code,
1.39.3 Conditions endangering life or property by fire or other causes.[38]

---

32 BRADENTON CODE OF ORDINANCES SEC 1.2
33 HTTPS://FLORIDAPACE.GOV/ABOUT-PACE/
34 FLORIDA STATUTE 163.340 (11)
35 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REHABILITATE
36 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REMEDIATE
37 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REVITALIZE
38 FLORIDA STATUTE 163.340 (7)

1.41. Social

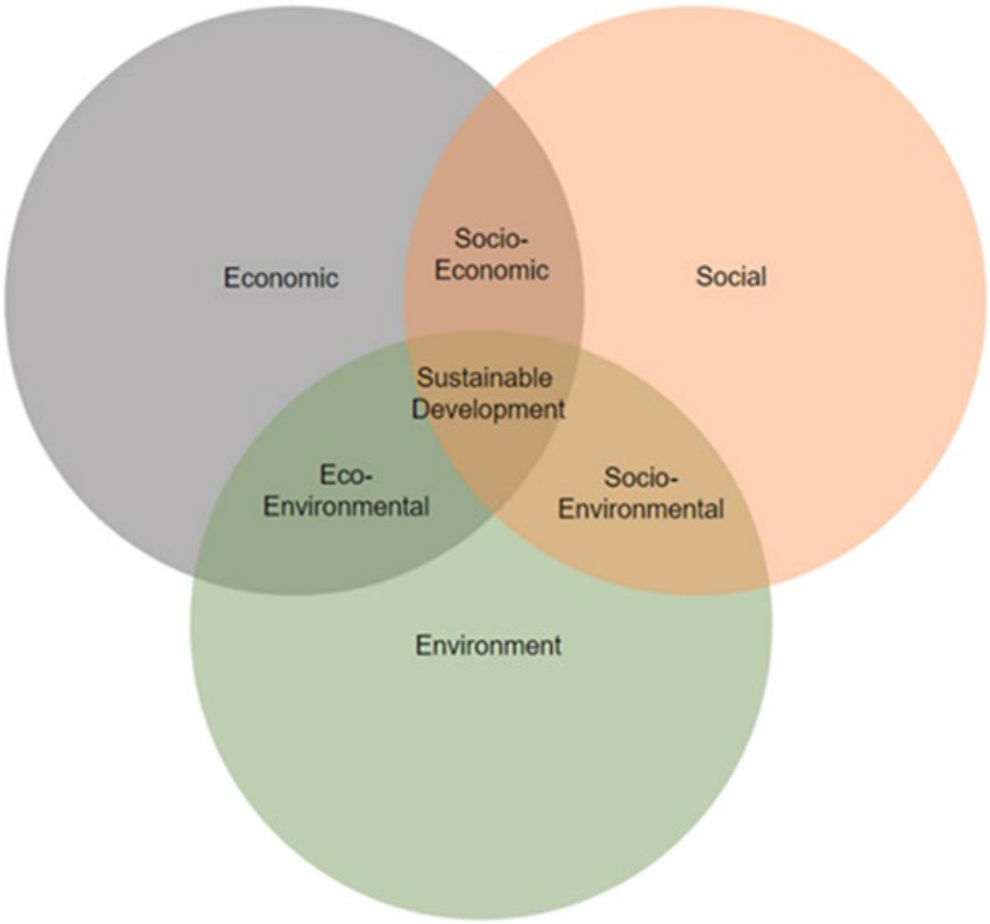
Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[39]

1.42. Sustainable Economic Development

A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[40] See *Sustainable Economic Development* Venn Diagram.

1.43. Sustainable Redevelopment

New construction on a site having pre-existing uses. *Sustainable redevelopment* represents a process of land development that *revitalizes* the physical, *economic*, and *social* fabric of urban space.[41]



Sustainable Economic Development Venn Diagram

39 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
40 DR. EDWARD B. BARBIER (1987)
41 CAVES, R. W. (2004). ENCYCLOPEDIA OF THE CITY. ROUTLEDGE. PP. 556. ISBN 9780415252256.

2. ECONOMIC

2.1. Goal

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit economies, *disseminated* through using redevelopment, safety, and a vibrant, diverse, developing, and *redeveloping community*. The *Agency* may also engage its resources to improve the *Area*'s minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

2.2. Redevelopment

2.2.1 Intent

2.2.1.1 The *Agency* may encourage commerce according to the following activities:

2.2.1.1.1 To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan*'s provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[42]

2.2.1.1.2 Removal of *blighted* conditions that include areas that lead to *economic distress*[43] and *economic* and *social liabilities* that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities. [44]

2.2.1.1.3 Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[45]

2.2.1.1.4 *Revitalize*, *rehabilitate*, and *redevelop* the *Governing Body* designated deteriorating and *economically distressed* coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[46 and 47]

2.2.1.1.5 Tax base preservation and enhancement.[48and 49]

2.2.2 Policies

2.2.2.1 *Increment revenue* incentives, grants, and other funding may be used for the following:

---

42 FLORIDA STATUTE 163.345 (1)
43 FLORIDA STATUTE 163.340 (8)
44 FLORIDA STATUTE 163.340 (1)
45 FLORIDA STATUTE 163.340 (6)
46 FLORIDA STATUTE 163.340 (7)
47 FLORIDA STATUTE 163.340 (9)
48 FLORIDA STATUTE 163.335 (5)
49 FLORIDA STATUTE 163.353

2.2.2.1.1 *Revitalize* the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.[50]

2.2.2.1.2 Reduction or maintenance of natural disaster evacuation times. Ensure property protection against natural disaster exposure, [51] including the following listed from Florida Distaster.org:[52]

2.2.2.1.2.1 Drought.
2.2.2.1.2.2 Earthquake.
2.2.2.1.2.3 Extreme cold.
2.2.2.1.2.4 Flood.
2.2.2.1.2.5 Hazardous materials.
2.2.2.1.2.6 Hurricane.
2.2.2.1.2.7 Lightning.
2.2.2.1.2.8 Marine hazard.
2.2.2.1.2.9 Radiological emergency.
2.2.2.1.2.10 Space weather.
2.2.2.1.2.11 Terrorism.
2.2.2.1.2.12 Thunderstorms.
2.2.2.1.2.13 Tornadoes.
2.2.2.1.2.14 Wildfires.
2.2.2.1.2.15 Excessive warming.

2.2.2.1.3 Reduction or maintenance of long-term man-made disaster exposure to sea level rise, coastal risks,[53] and air pollutants.[54]

2.2.2.1.4 Pandemic.

2.2.2.2 Encourage, to the greatest extent feasible, private enterprise redevelopment according to the *Plan*,[55] giving special consideration to recommendations by the following:

2.2.2.2.1 *CAC*.
2.2.2.2.2 Architectural Review Board.
2.2.2.2.3 Tree & Landscape Preservation Board.
2.2.2.2.4 Planning Commission.
2.2.2.2.5 Code Enforcement Special Magistrate.
2.2.2.2.6 Nuisance Abatement Board.
2.2.2.2.7 Bradenton Housing Authority.
2.2.2.2.8 Affordable Housing Advisory Committee.
2.2.2.2.9 Public Art Advisory Board.
2.2.2.2.10 Manatee County Tourist Development Tax Advisory Board

2.2.2.3 Encourage new public and private employment,[56 and 57] and housing opportunities, especially those types that are in short supply.[58]

---

50 FLORIDA STATUTE 163.371 (2)
51 FLORIDA STATUTE 163.360 (7) (E)
52 HTTPS://WWW.FLORIDADISASTER.ORG/HAZARDS/
53 HTTPS://CLIMATECENTER.FSU.EDU/TOPICS/SEA-LEVEL-RISE
54 HTTPS://FLORIDADEP.GOV/AIR/AIR/CONTENT/AIR-QUALITY-101
55 FLORIDA STATUTE 163.345
56 FLORIDA STATUTE 163.335 (1)
57 FLORIDA STATUTE 163.335 (4)
58 FLORIDA STATUTE 163.362 (8)

2.2.2.4 Encourage the sound growth of the *Area*'s taxable real property.[59]
2.2.2.5 Support the development of maker spaces or business incubators.[60]

2.3. Image

2.3.1 Intent

2.3.1.1 The *Agency* may *disseminate slum* clearance and *blighted area* redevelopment information[61] as follows:
2.3.1.1.1 File an annual report.[62]
2.3.1.1.2 Sponsor and finance dissemination of redevelopment activities and programs[63] not limited to the following:
2.3.1.1.2.1 Commerce.
2.3.1.1.2.2 Image.
2.3.1.1.2.3 Culture.
2.3.1.1.2.4 Emergency Management and Resiliency.
2.3.1.1.2.5 Housing.
2.3.1.1.2.6 Infrastructure.
2.3.1.1.2.7 Property Maintenance.
2.3.1.1.2.8 Public Safety.
2.3.1.1.3 File an annual audit.[64]
2.3.1.1.4 Apply for third-party redevelopment awards from related associations and conferences.
2.3.1.1.5 Use teachable redevelopment opportunities not limited to the following:
2.3.1.1.5.1 Relative state and national conventions.
2.3.1.1.5.2 Training courses and sessions.
2.3.1.1.5.3 University and college courses and certifications.
2.3.1.1.6 Earn certifications related to redevelopment, project management, finance, and other related activities.

2.3.2 Policies

2.3.2.1 *Disseminate* positive information that reflects the *Agency*'s programs and services through various mediums, programs, and projects.
2.3.2.2 Develop the *Agency* brand.
2.3.2.3 Maximize public opportunities to *disseminate Agency* activities and information, including the following:
2.3.2.3.1 Finance public events to thoroughly disperse and spread the *Agency*'s redevelopment information.
2.3.2.3.2 Finance events that visibly increase the presence of *community policing innovation* as an element of a *community policing innovation* plan.

---

59 FLORIDA STATUTE 163.335 (1)
60 FLORIDA STATUTE 163.335 (1)
61 FLORIDA STATUTE 163.370 (2) (B)
62 FLORIDA STATUTE 163.371 (2)
63 FLORIDA STATUTE 163.370 (2) (B)
64 FLORIDA STATUTE 163.387 (8)

2.3.2.4 Establish at least one (1) *Area* Merchants' Association Main Street Program.

2.4. Property Maintenance

2.3.3 Intent

2.3.3.1 The *Agency* may *intensify* the *Governing Body*'s property maintenance activities as follows:

2.3.3.1.1 Carrying out a voluntary or compulsory repair and rehabilitation program of buildings and improvements.[65]

2.3.3.1.2 Enforcing state and local laws, codes, and regulations relating to land use, the use and occupancy of buildings and improvements, and the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.[66]

2.3.3.1.3 Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the *Area* by private enterprise[67]… including… the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.

2.3.4 Policies

2.3.4.1 Support *Governing Body* compliance by *intensify*ing compliance efforts in the *Area*.

2.3.4.2 Encourage neighborhood *conservation* by providing intensified code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

2.3.4.3 Use incentives to aid code compliance.

2.3.4.4 The *Agency* may assist in correcting *non-conformities* and inconsistent future land use issues.

---

65 FLORIDA STATUTE 163.370 (2) (C) (5)
66 FLORIDA STATUTE 163.370 (H) 2.
67 FLORIDA STATUTE 163.345 (1)

3. ENVIRONMENT

3.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery. The *Agency* may also focus resources to reduce the probability of or eliminate *slums* and *blight* through infrastructure projects above and beyond the *Governing Body*'s normal standards. The *Agency* may take advantage of the special redevelopment relationship accorded to them through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

3.2 Emergency Management and Resiliency

3.2.1 Intent

3.2.1.1 The *Agency* may *intensify* existing resiliency or post-disaster rehabilitation of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs redevelopment or rehabilitation resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted area*.[68]

3.2.1.1.2 Eliminate and prevent *slums* and *blight* and encourage community rehabilitation [69,70,71, and 72,] especially by private enterprises.[73]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to[74], a focal center[75] and spread[76] of disease.

3.2.1.1.4 *Blight* leads to *economic distress*[77] and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential[78] and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[79]

3.2.1.1.5 The *Plan* and resulting revitalization and redevelopment for a coastal tourist area that is *deteriorating* and *economically distressed*[80] will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.[81]

---

68 FLORIDA STATUTE 163.360 (10)
69 FLORIDA STATUTE 163.345 (1)
70 FLORIDA STATUTE 163.350
71 FLORIDA STATUTE 163.355 (2)
72 FLORIDA STATUTE 163.360 (2) (B)
73 FLORIDA STATUTE 163.345 (1)
74 FLORIDA STATUTE 163.340 (7)
75 FLORIDA STATUTE 163.335 (1)
76 FLORIDA STATUTE 163.360 (8) (A) 3.
77 FLORIDA STATUTE 163.335 (4)
78 FLORIDA STATUTE 163.340 (8) (G)
79 FLORIDA STATUTE 163.340 (8) (I)
80 FLORIDA STATUTE 163.335 (4)
81 FLORIDA STATUTE 163.360 (7) (E)

3.2.2 Policies

3.2.2.1 *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area, reduce or maintain evacuation time, and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board* and *Governing Body* deem its duration by resolution.

3.2.2.2 *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities, especially to standards such as the Insurance Industry's Institute for Business and Home Safety's Fortified and Open for Business programs or the like.

3.2.2.3 Emergency remediation activities may include any activities agreed upon by the *Board* and *Governing Body* by resolution.

3.2.2.4 *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

3.3 Infrastructure

3.3.1 Intent

3.3.1.1 The *Agency* may *intensify* the *Governing Body*'s infrastructure projects by undertaking programs and projects for the elimination of *blight* that include the following:

3.3.1.1.1 Inadequacies include street layouts, parking facilities, roadways, bridges, or transportation facilities. [82]

3.3.1.1.2 Aggravated traffic problems that substantially hamper traffic hazards.[83]

3.3.1.1.3 Lack of modern traffic requirements.[84]

3.3.1.1.4 Existing traffic congestion and lack of parks, playgrounds, other public improvements, and structures. [85]

3.3.1.1.5 *Intensify* the *Governing Body*'s maintenance programs.

3.3.2 Policies

3.3.2.1 Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years.[86]

3.3.2.2 Develop multimodal transportation corridors like urban transit circulators, freight, or intermodal hubs.

3.3.2.3 Improve access to public parks and open spaces.

3.3.2.4 Support the *Governing Body* and trust fund investing taxing authority, leased placemaking destinations that encourage *economic*, *environmental*, and *social* well-being, especially in a coastal tourism area.

---

82 FLORIDA STATUTE 163.340 (8) (A)
83 FLORIDA STATUTE 163.335 (1)
84 FLORIDA STATUTE 163.360 (8) (B) 2.
85 FLORIDA STATUTE 163.350
86 FLORIDA STATUTE 163.370 (3) (B)

3.3.2.5 Plan and implement large (greater than 2 acres) parks and public access to the water.
3.3.2.6 Develop linear parks, trails, and walks, especially those that connect to other *Agency Area*s and placemaking destinations.
3.3.2.7 Install Low Impact Development (LID) including permeable pavers and bioswales.
3.3.2.8 Correct existing infrastructure deficiencies, primarily Americans with Disabilities Act issues.
3.3.2.9 Support *PACE* and *C-PACE* projects.
3.3.2.10 Prioritize improvements at intersections with unusually high accident rates.
3.3.2.11 Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
3.3.2.12 Maintain existing access and seek opportunities to increase public access to the waterfront.
3.3.2.13 Plan and develop adequate park and recreational areas and facilities, considering the health, safety, and welfare of children residing in the general vicinity of the site covered by the *Plan*.
3.3.2.14 Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
3.3.2.15 Address *environmental* concerns and redevelopment related to *brownfield sites and areas*.

3.4 Remediation

3.4.1 Intent

3.4.1.1 *Environmentally rehabilitate* or *conserve* [87] [and] [88] or a combination of both to redevelop properties in the *Area*.
3.4.1.2 Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the redevelopment or reuse of *brownfield sites*.[89] [And] [90]
3.4.1.3 Encourage the designation of the *Area* as a *brownfield area*.[91]
3.4.1.4 Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield site or area*.[92] The *Agency* may be used to the fullest extent of the law to encourage redeveloping *brownfield sites and areas*. These incentives may assist as follows:
3.4.1.4.1 Financial.
3.4.1.4.2 Regulatory.
3.4.1.4.3 Technical.[93]

87 FLORIDA STATUTE 163.335 (2)
88 FLORIDA STATUTE 163.340 (9)
89 FLORIDA STATUTE 163.400 (C)
90 FLORIDA STATUTE 376.84 (A)
91 FLORIDA STATUTE 376.79 (4)
92 FLORIDA STATUTE 376.84 (A)
93 FLORIDA STATUTE 376.84

3.4.1.5 Remediation and redevelopment are public investments promoting job creation and eliminating public health and *environmental* hazards.[94]

3.4.1.6 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[95]

3.4.2 Policies

3.4.2.1 *Increment revenue* grants may be used to support the State of Florida Brownfield Redevelopment Program tax credits.

3.4.2.2 When an incentive is applied for, The *Agency* may loan property *owners* remediation funds as part of a Florida Brownfield Redevelopment Program Brownfield Site Rehabilitation Agreement (BSRA) where program tax credits are monetized.

3.4.2.3 A redevelopment grant may be applied for after a remediation loan once the state tax credits have been awarded to the *Agency*.

3.4.2.4 The *Agency* may acquire perceived *brownfield sites and areas* for remediation, tax credit collection and sale, and private-sector redevelopment.

---

94 FLORIDA STATUTE 376.84
95 FLORIDA STATUTE 163.340 (N)

4. SOCIAL

4.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* in conserving and rehabilitating the *Area*. The *Agency* may focus resources on redeveloping residential and mixed-use structures, reducing or eliminating crime, and increasing public safety through *community policing innovation*s. The Agency will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

4.2 Culture

4.2.1 Intent

4.2.1.1 The *Agency* may *intensify* the *Governing Body*'s cultural activities as follows:

4.2.1.1.1 Redevelopment activities, projects, rehabilitation, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[96]

4.2.1.1.2 The rehabilitation, *conservation*, or redevelopment, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[97]

4.2.1.1.3 The susceptible *conservation* or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented, and those salvageable *slums* and *blighted areas* can be conserved and *rehabilitated* through appropriate public action.[98]

4.2.1.1.4 Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[99]

4.2.2 Policies

4.2.2.1 *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

4.2.2.1.1 Cultural sites are not limited to museums, aquariums, theatres, performing art centers, or convention centers.

4.2.2.1.2 *Historical Preservation Governing Body*, State and Federal certified sites.

4.2.2.1.3 Artistic sites certified by the *Governing Body*.

4.2.2.2 Public and private art's financial support may be considered an *increment revenue* expenditure.

4.2.2.3 Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

---

96 FLORIDA STATUTE 163.340 (9)
97 FLORIDA STATUTE 163.355 (2)
98 FLORIDA STATUTE 163.335 (2)
99 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

4.3 Housing

4.3.1 Intent

4.3.1.1 The *Agency* may *intensify* the *Governing Body*'s housing stock by:

4.3.1.1.1 Providing for the *Area*'s low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[100]

4.3.1.1.2 Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[101]

4.3.1.1.3 Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[102]

4.3.1.1.4 Providing *affordable housing* to residents of low or moderate, including the *elderly*.[103,104,105, and 106]

4.3.2 Policies

4.3.2.1 The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

4.3.2.1.1 Develop rent buydowns for workforce housing, especially for employees in the *Area*.[107]

4.3.2.1.2 Support *rehabilitation* grants for *deteriorated* housing.

4.3.2.1.3 Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

4.3.2.1.4 Incentivize developers for providing housing sites.

4.3.2.1.5 Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

4.3.2.1.6 Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

4.3.2.1.7 Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.

---

100 FLORIDA STATUTE 163.360 (2) (C)
101 FLORIDA STATUTE 163.340 (9)
102 FLORIDA STATUTE 163.370 (2) (J)
103 FLORIDA STATUTE 163.335 (6)
104 FLORIDA STATUTE 163.340 (9)
105 FLORIDA STATUTE 163.340 (10)
106 FLORIDA STATUTE 163.350
107 FLORIDA STATUTE 163.340 (9)

4.3.2.1.8 Develop new methodologies for low, moderate, workforce, and market-rate housing not limited to:
4.3.2.1.9 Land trusts and land banks.
4.3.2.1.10 Rental or ownership markets.
4.3.2.1.11 Alternative energy point sourcing.
4.3.2.1.12 Pocket neighborhoods.
4.3.2.1.13 Sustainably affordable financial accommodations.
4.3.2.1.14 Natural disaster and energy resilient construction.
4.3.2.2 Support *PACE* and *C-PACE* and similar program projects.
4.3.2.3 The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less-than-market-value housing.
4.3.2.4 Incentive all new housing units, regardless of income, that meet one of the following:
4.3.2.4.1 A cost/benefit analysis over the *Agency*'s life.
4.3.2.4.2 Redevelop a *Governing Body-designated slum* or *blighted* structure.
4.3.2.4.3 *Remediate* and *redevelop* a designated brownfield site or area.

4.4 Public Safety

4.4.1 Intent

4.4.1.1 The *Agency* may *intensify* the *Governing Body*'s *community policing innovation* activities following:
4.4.1.1.1 The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.[108]
4.4.1.1.2 At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovation*s or *CPTED*.[109]
4.4.1.1.3 A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovation*s.[110]
4.4.1.1.4 The … *Plan* may provide for developing and implementing *community policing innovation*s.[111]

4.4.2 Policies

4.4.2.1 The *Agency* shall not institute *community policing innovation* unless:
4.4.2.1.1 The *Governing Body* has approved its development.
4.4.2.1.2 It is noted in the *Plan*.
4.4.2.1.3 The *Agency* may assist the *Governing Body* with the following:
4.4.2.1.3.1 The *increment revenue* funding provides for a strengthening of existing policing resources.

108 FLORIDA STATUTE 163.335 (3)
109 FLORIDA STATUTE 163.356 (3) (E)
110 FLORIDA STATUTE 163.358 (5)
111 FLORIDA STATUTE 163.370 (2) (O)

4.4.2.1.3.2 Encourage *community policing innovation* through *CPTED* in buildings, streets, and other designs.

4.4.2.1.3.3 Make use of *community policing innovation* as defined by its *redevelopment* definition.

4.4.2.1.3.4 Make use of *CPTED*.

4.4.2.1.3.5 Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.

4.4.2.1.3.6 Address homelessness and vagrancy issues.

5. STATUTORY POWERS

5.1 GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

5.1.1 Intent

5.1.1.1 It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* following this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

5.1.2 Policies

5.1.2.1 Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

5.1.2.2 *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

5.1.2.3 If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

5.1.2.4 Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

5.1.2.5 Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

5.1.2.6 Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

5.1.2.7 Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

5.1.2.8 Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

5.1.2.9 Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

5.1.2.10 The *Agency* is not authorized with the following powers:

5.1.2.10.1 Eminent domain.[112]

5.1.2.10.2 Construct or expand administrative buildings for public bodies or police and fire buildings unless each taxing authority agrees to such method of financing for the construction or expansion or unless the construction or expansion is contemplated as part of a *community policing innovation*.[113]

5.1.2.10.3 Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.[114]

5.1.2.10.4 General government operating expenses unrelated to the planning and carrying out of a *Plan*.[115]

5.1.2.10.5 Fund third-party entity administrative, project, or program costs not associated with this *Plan*.[116]

112 FLORIDA STATUTE 163.335 (7)
113 FLORIDA STATUTE 163.370 (3) (A)
114 FLORIDA STATUTE 163.370 (3) (B)
115 FLORIDA STATUTE 163.370 (3) (C)
116 JEFF ORIS

6. STATUTORY REQUIRED ELEMENTS OF THE PLAN

6.1 GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must follow the *Plan*, which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document that must be evaluated and amended regularly to accurately reflect changing conditions and community objectives.

6.1.1 Intent

6.1.1.1 Chapter 163.362 specifies the contents of a *Plan*. The statute's text is shown below in italics, followed by the location in the *Plan* documents where each required element can be found. Intents of the *Plan*. --Every *Plan* shall:

6.1.1.1.1 Contain a legal description of the *Area*'s boundaries and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

6.1.1.1.2 Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

6.1.1.1.3 Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

6.1.1.1.4 The approximate number of dwelling units.

2,000

6.1.1.1.5 Such property is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the Area may be intended for the proposed uses

6.1.1.1.6 If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element that describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

<u>Neighborhood Impact Element</u>

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:

Resident relocation is nominal, as most of the projects are scheduled on government-owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are designed to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services, and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting the school population.

6.1.1.1.7 Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield site and area remediation*, parks, parking, parking garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan***.**

6.1.1.1.8 Contain adequate safeguards that the *redevelopment* work will be carried out under the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out. The *Plan* referred to the Act, grants, incentives, programs, and projects polices were referenced to the *Plan*.

6.1.1.1.9 Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate, the *Agency* will impose covenants on property sold or leased to regulate the property, particularly with project use and design, to effectuate this *Plan*.

6.1.1.1.10 Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor. The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

6.1.1.1.11 Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

61.1.1.12 Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended according to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

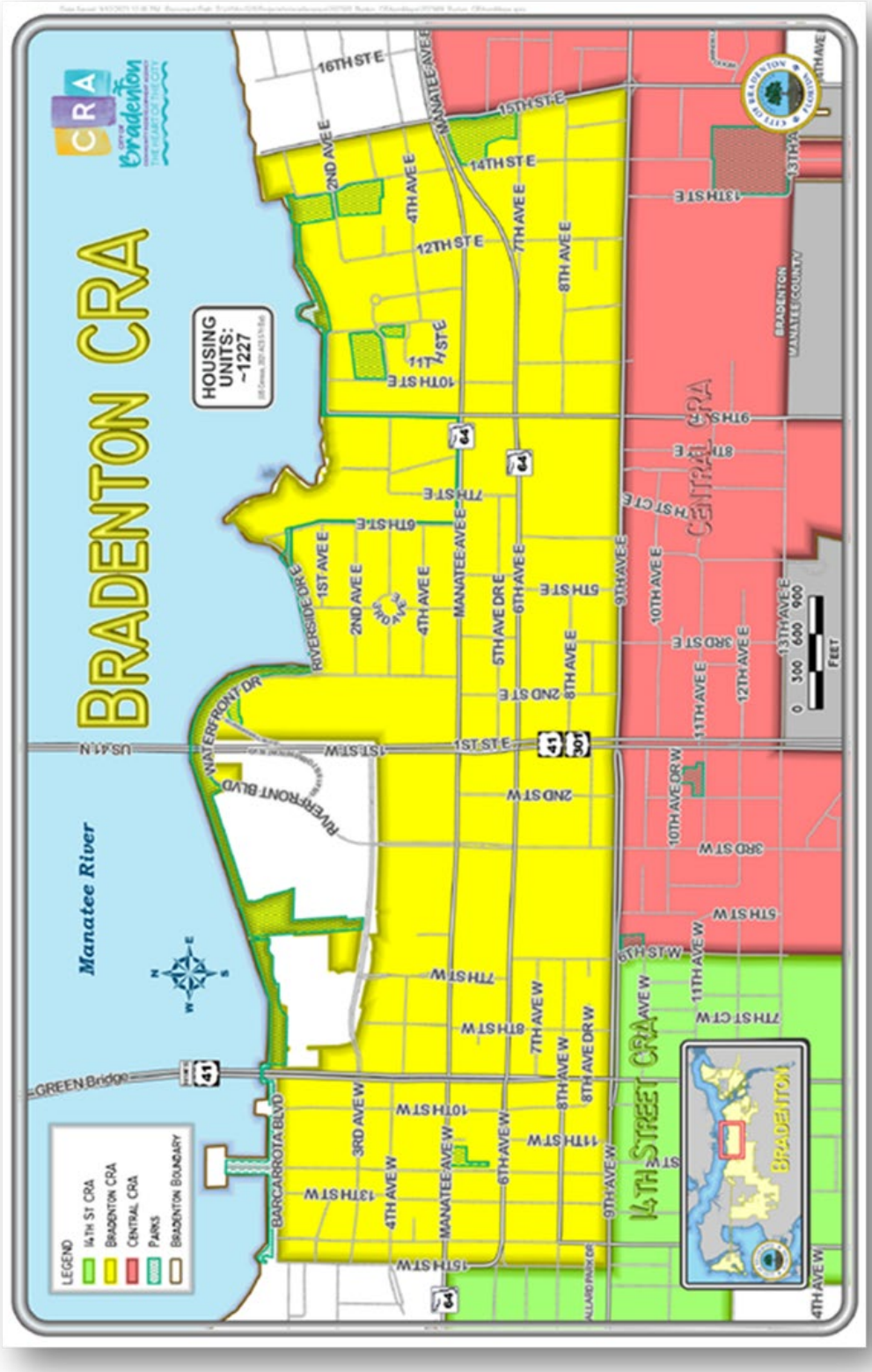
All *redevelopment* activities financed by incremental revenues shall be completed no later than September 30th, 2040, following the adoption of this *Plan*.

APPENDIX A

ALL OF THAT LAND BEING EAST OF THE WEST RIGHT-OF-WAY OF 15TH STREET WEST, BEING NORTH OF THE SOUTH RIGHT-OF-WAY OF 9TH AVENUE, AND BEING WEST OF THE EAST RIGHT-OF-WAY OF 15TH STREET EAST, AND SOUTH OF THE CITY LIMIT LINE IN THE MANATEE RIVER,
EXCEPT THAT TRACT OF LAND KNOWN AS THE CITY-OWNED WATERFRONT PROPERTY, TO WIT: A TRACT OF SUBMERGED LAND IN THE MANATEE RIVER IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, CITY OF BRADENTON, MANATEE COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT 1269.65 FEET NORTHERLY AND 14.91 FEET WESTERLY OF THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, SAID POINT BEING THE INTERSECTION OF THE CENTERLINES OF MANATEE AVENUE WEST (STATE ROAD #64) AND STATE ROAD #55 (STATION 162+70.68, SECTION 1313-201); THENCE NORTH 00°09'53" WEST, ALONG THE CENTERLINE OF SAID STATE ROAD #55, 649.52 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN O.R. BOOK 625, PAGES 169 AND 170, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 89°10'30" WEST, ALONG THE NORTH LINE OF SAID CERTAIN PARCEL, AND EASTERLY EXTENSION THEREOF, 100.01 FEET TO THE INTERSECTION WITH THE WEST R/W OF SAID STATE ROAD #55 PER "DISCLAIMER" EXECUTED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ON JUNE 23, 1976, FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89"10'30" WEST, ALONG SAID NORTH LINE, 662.95 FEET TO THE INTERSECTION WITH THAT CERTAIN "AGREEMENT LINE" AS DESCRIBED AND RECORDED IN DEED BOOK 366, PAGES 85 AND 86, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 00°12'00" EAST, ALONG SAID CERTAIN "AGREEMENT LINE", 1.91 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN O.R. BOOK 613, PAGE 299, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 88°05'30" WEST, ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL AND THE NORTHERLY BOUNDARY OF FLORIDA POWER AND LIGHT COMPANY PROPERTY (BRADENTON SUB- STATION), 501.06 FEET; THENCE NORTH 01"54'30" EAST ALONG THE NORTHERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT COMPANY PROPERTY, 5.40 FEET; THENCE SOUTH 82"56'30" WEST, ALONG SAID NORTHERLY BOUNDARY, 22.21 FEET; THENCE SOUTH 53"08'00" WEST, ALONG SAID NORTHERLY BOUNDARY, 25.00 FEET; THENCE NORTH 59"21'30" WEST, ALONG SAID NORTHERLY BOUNDARY, 20.50 FEET TO THE NORTHWEST CORNER OF SAID FLORIDA POWER AND LIGHT COMPANY; THENCE NORTH 85°46'38" WEST, 18.33 FEET TO THE INTERSECTION WITH THE EASTERLY R/W OF THE SEABOARD COASTLINE RAILROAD; THENCE SOUTH 85°30'42" WEST, PERPENDICULAR TO SAID RAILROAD R/W, 130.00 FEET TO THE INTERSECTION WITH THE WESTERLY R/W OF SAID RAILROAD; THENCE NORTH 04°29'18" WEST, ALONG SAID WESTERLY R/W, 64.62 FEET; THENCE NORTH 88°35'37" WEST, 16.11 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF BLOCK "C", M.F. CHERRY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 279, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN 0.R. BOOK 296, PAGES 736 AND 737, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 68•03'30" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL, IN 0.R. BOOK 296, PAGES 736 AND 737, 61.13 FEET; THENCE SOUTH 87°36'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, 58.90 FEET; THENCE NORTH 00°10'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, 9.72 FEET; THENCE NORTH 54°45'34" WEST, ALONG SAID SOUTHERLY BOUNDARY, 3.67 FEET; THENCE SOUTH 86°24'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, 67.09 FEET; THENCE NORTH 86°20'40" WEST, ALONG SAID SOUTHERLY BOUNDARY, 32.38 FEET; THENCE NORTH 78°24'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, 83.93 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK "C", ALSO BEING THE EAST R/W OF 7TH STREET WEST; THENCE NORTH 68°47'53" WEST, 21.26 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL TWO OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN 0.R. BOOK 313, PAGES 24 THROUGH 27, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALSO BEING THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF SAID 7TH STREET WEST; THENCE NORTH 71°15'30" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL TWO, 21.27 FEET; THENCE NORTH 70°37'34" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL TWO, AND THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN 0.R. BOOK 296, PAGE 739, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, 67.23 FEET; THENCE NORTH 77°10'31" WEST, ALONG THE SOUTHERLY BOUNDARY OF PARCEL DESCRIBED IN SAID 0.R. BOOK 296, PAGE 739, AND THE NORTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN 0.R. BOOK 338, PAGE 430, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, 91.77 FEET; THENCE NORTH 75°22'55" WEST, ALONG THE NORTHERLY BOUNDARY OF PARCEL DESCRIBED IN SAID O.R. BOOK 338, PAGE 430, 91.79 FEET TO THE NORTHWESTERLY CORNER OF SAID CERTAIN PARCEL; THENCE SOUTH 04°02'05" WEST, ALONG THE WESTERLY BOUNDARY OF SAID CERTAIN PARCEL, 22.49 FEET; THENCE NORTH 75°02'38" WEST, ALONG SAID WESTERLY BOUNDARY, 0.97 FEET; THENCE SOUTH 01°19'42" WEST, ALONG SAID WESTERLY BOUNDARY, 3.28 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN 0.R. BOOK 298, PAGE 219, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 75°02'38" WEST, ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL IN 0.R. BOOK 298, PAGE 219, 102.89 FEET TO THE INTERSECTION WITH THE EAST R/W OF 8TH STREET WEST; THENCE NORTH 73°23'46" WEST, 41.46 FEET TO THE INTERSECTION WITH THE WEST R/W OF SAID 8TH STREET ,JEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL ONE OF THAT CERTAIN PARCEL OF LAND, AS DESCRIBED AND RECORDED IN 0.R. BOOK 313, PAGES 24 THROUGH 27, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 75°02'38" WEST, ALONG THE SOUTHERLY

LINE OF SAID PARCEL ONE, 127.85 FEET; THENCE NORTH 13°12'55" WEST, 118.74 FEET; THENCE NORTH 01°24'53" WEST, 256.19 FEET; THENCE SOUTH 89°41'05" WEST, 42.95 FEET; THENCE SOUTH 02°09'55" EAST, 91.19 FEET; THENCE SOUTH 89°41'05" WEST, 130.69 FEET; THENCE NORTH 00°18'55" WEST, 287.16 FEET, THENCE NORTH 89°41'05" EAST, 121.12 FEET; THENCE SOUTH 02°09'55" EAST, 66.58 FEET; THENCE NORTH 89"41'05" EAST, 44.53 FEET; THENCE NORTH 01"24'53" WEST, 155.62 FEET TO THE INTERSECTION WITH THE OUTSIDE-FACE OF AN EXISTING CONCRETE SEAWALL; THENCE SOUTH 89"50'21" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 347.28 FEET; THENCE NORTH 72"07'45" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 514.63 FEET; THENCE NORTH 82"51'20" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 23.10 FEET; THENCE NORTH 69"14'21" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 100.0L FEET; THENCE NORTH 71"44'56" EAST, ALONG THE OUTSIDE-FACE OF SAID SEAWALL, 1392.54 FEET TO THE INTERSECTION WITH THE WEST R/W OF SAID STATE ROAD #55 PER SAID "DISCLAIMER"; THENCE SOUTH 00"09'53" EAST ALONG SAID R/W, PARALLEL TO THE CENTERLINE OF SAID STATE ROAD #55, AND 100.0 FEET WESTERLY THEREFROM, 1474.67 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT PRIOR EASEMENTS HERETOFORE GRANTED BY SAID TRUSTEES FOR RAILROAD AND RIGHT-OF-WAY PURPOSES TO ATLANTIC COAST LINE RAILROAD (SEABOARD COASTLINE RAILROAD), CONTAINING 3.05 ACRES, MORE OR LESS; CONTAINING 53.78 NET ACRES. AMENDED TO THE BOUNDARY IS LOTS 1,2,3, N 31.3 FT OF LOT 4 INCL 50 FT PARKWAY IN FRONT OF SAID LOTS BETWEEN ST & SEA-WALL, ALSO RIP RTS LESS RD R/W BAY VIEW PARK PI#33708.0000/9

APPENDIX B


BRADENTON CRA
HOUSING UNITS: ~1227
Manatee River
14TH STREET CRA
CENTRAL CRA
BRADENTON
LEGEND
14th St CRA
Bradenton CRA
Central CRA
Parks
Bradenton Boundary
16TH ST E
15TH ST E
14TH ST E
13TH ST E
12TH ST E
11TH ST E
10TH ST E
9TH ST E
8TH ST E
7TH ST E
6TH ST E
5TH ST E
4TH ST E
3RD ST E
2ND ST E
1ST ST E
1ST ST W
2ND ST W
3RD ST W
5TH ST W
6TH ST W
7TH ST W
8TH ST W
9TH ST W
10TH ST W
11TH ST W
13TH ST W
15TH ST W
2ND AVE E
4TH AVE E
5TH AVE DR E
6TH AVE E
7TH AVE E
8TH AVE E
9TH AVE E
10TH AVE E
11TH AVE E
12TH AVE E
13TH AVE E
RIVERSIDE DR E
MANATEE AVE E
1ST AVE E
WATERFRONT DR
RIVERFRONT BLVD
US 41 N
GREEN Bridge
BARCARROTA BLVD
3RD AVE W
4TH AVE W
6TH AVE W
7TH AVE W
8TH AVE W
8TH AVE DR W
9TH AVE W
10TH AVE DR W
11TH AVE W
4TH AVE W
0 300 600 900
FEET

APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units (9)		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET (6)(8)					
One dwelling unit	75	60	50	50	35
Two dwelling units (9)		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS (1) IN FEET					
Principal building					
front (2) (8)	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences (7)					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT (3) IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET (4)					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE (5)	50%	60%	70%	70%	70%

* A FIVE-UNIT DENSITY BONUS IS PERMITTED WITH THE PROVISION OF AFFORDABLE HOUSING

(1) AN OVERHANG OF UP TO TWO FEET IS PERMITTED TO EXTEND INTO THE REQUIRED SETBACK UNLESS THE OVERHANG WOULD EXTEND INTO A PUBLIC FACILITIES EASEMENT. A VARIANCE OF UP TO 12 INCHES MAY BE APPROVED BY THE PCD DIRECTOR. SETBACKS SHALL BE MEASURED FROM THE RIGHT-OF-WAY UNLESS WAIVED BY THE PCD DIRECTOR PER SUBSECTION 4.1.1.

(2) SECONDARY FRONT YARD SETBACK MINIMUM IS 15 FEET.

(3) ADDITIONAL HEIGHT IS PERMITTED IF ONE FOOT IS ADDED TO THE REAR AND SIDE SETBACKS FOR EACH FOOT OF ADDITIONAL HEIGHT OF THE BUILDING.

(4) EXCLUSIVE OF GARAGES, CARPORTS OR OTHER ENCLOSED AREAS.

(5) INCLUDING BUILDING FOOTPRINT, PAVED DRIVES, PAVED TERRACES, IMPERVIOUS DECKS, SWIMMING POOLS, AND OTHER IMPERVIOUS SURFACES.

(6) REQUIRED ON ONLY ONE FRONTAGE ON A DOUBLE FRONTAGE LOT.

(7) WITH THE EXCEPTION OF FENCES, ACCESSORY BUILDINGS OR ACCESSORY STRUCTURES SHALL NOT BE PLACED ON EASEMENTS.

(8) CUL-DE-SAC LOTS MAY REDUCE LOT WIDTH AT BUILDING LINE BY 25 FEET

(9) SEE SECTION 3.4.5.6 FOR VILLAGE OF THE ARTS OVERLAY DISTRICT.

APPENDIX D

REVENUES								
Increment Revenue	$ 5,902,251.55	$ 5,902,252.00	$ 6,133,488.14	$ 6,320,017.08	$ 6,506,546.02	$ 6,693,074.96	$ 6,879,603.90
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenue	$ 5,902,251.55	$ 5,902,252.00	$ 6,133,488.14	$ 6,320,017.08	$ 6,506,546.02	$ 6,693,074.96	$ 6,879,603.90
Total Revenue + Fund Balance	$ 5,902,251.55	$ 5,902,252.00	$ 6,133,488.14	$ 6,320,017.08	$ 6,506,546.02	$ 6,693,074.96	$ 6,879,603.90
EXPENSES							
OPERATIONS & MANAGEMENT							
Executive Director	$ 40,799.00	$ 94,939.91	$ 99,249.97	$ 103,829.76	$ 108,698.36	$ 113,876.36	$ 119,386.00
Assistant Director	$ 32,298.00	$ -	$ -	$ -	$ -	$ -	$ -
Program Adminstrator	$ 25,802.00	$ 51,315.86	$ 53,645.49	$ 56,120.90	$ 58,752.42	$ 61,551.18	$ 64,529.19
Public Art Coordinator	$ 46,641.00	$ 39,423.49	$ 41,213.23	$ 43,114.98	$ 45,136.65	$ 47,286.79	$ 49,574.65
CRA Manager	$ 28,559.00	$ 65,344.07	$ 68,310.55	$ 71,462.67	$ 74,813.57	$ 78,377.42	$ 82,169.52
Service Incentive	$ 777.00	$ 1,545.14	$ 1,615.28	$ 1,689.82	$ 1,769.06	$ 1,853.33	$ 1,943.00
FICA Executive Director	$ 2,468.00	$ 4,907.25	$ 5,130.03	$ 5,366.75	$ 5,618.40	$ 5,886.04	$ 6,170.82
FICA Assistant Director	$ 2,003.00	$ -	$ -	$ -	$ -	$ -	$ -
FICA Program Adminstrator	$ 1,607.00	$ 3,194.41	$ 3,339.43	$ 3,493.53	$ 3,657.34	$ 3,831.56	$ 4,016.94
FICA Public Art Coordinator	$ 2,631.00	$ 2,224.05	$ 2,325.02	$ 2,432.30	$ 2,546.36	$ 2,667.66	$ 2,796.72
FICA CRA Manager	$ 1,679.00	$ 3,504.66	$ 3,663.76	$ 3,832.82	$ 4,012.54	$ 4,203.69	$ 4,407.07
MC Executive Director	$ 577.00	$ 1,148.20	$ 1,200.33	$ 1,255.72	$ 1,314.60	$ 1,377.22	$ 1,443.85
MC Assistant Director	$ 469.00	$ -	$ -	$ -	$ -	$ -	$ -
MC Program Adminstrator	$ 376.00	$ 747.21	$ 781.13	$ 817.18	$ 855.50	$ 896.25	$ 939.61
MC Public Art Coordinator	$ 616.00	$ 520.68	$ 544.32	$ 569.44	$ 596.14	$ 624.53	$ 654.75
MC CRA Manager	$ 393.00	$ 820.07	$ 857.30	$ 896.86	$ 938.92	$ 983.64	$ 1,031.23
FRS Executive Director	$ 5,537.00	$ 11,011.39	$ 11,511.28	$ 12,042.46	$ 12,607.13	$ 13,207.69	$ 13,846.71
FRS Assistant Director	$ -		$ -	$ -	$ -	$ -	$ -
FRS Program Adminstrator	$ 5,617.00	$ 11,169.62	$ 11,676.70	$ 12,215.51	$ 12,788.30	$ 13,397.49	$ 14,045.69
FRS Public Art Coordinator	$ 6,330.00	$ 5,350.17	$ 5,593.05	$ 5,851.14	$ 6,125.50	$ 6,417.30	$ 6,727.78
FRS CRA Manager	$ 3,876.00	$ 7,630.34	$ 7,976.75	$ 8,344.82	$ 8,736.11	$ 9,152.27	$ 9,595.08
HC Executive Director	$ 4,381.00	$ 8,713.63	$ 9,109.21	$ 9,529.55	$ 9,976.39	$ 10,451.63	$ 10,957.31
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HC Program Adminstrator	$ 4,381.00	$ 10,225.64	$ 10,689.86	$ 11,183.13	$ 11,707.51	$ 12,265.21	$ 12,858.64
HC Public Art Coordinator	$ 10,309.00	$ 8,713.63	$ 9,109.21	$ 9,529.55	$ 9,976.39	$ 10,451.63	$ 10,957.31
HC CRA Manager	$ 4,381.00	$ 8,713.63	$ 9,109.21	$ 9,529.55	$ 9,976.39	$ 10,451.63	$ 10,957.31
LI Executive Director	$ -	$ 200.00	$ 209.08	$ 218.73	$ 228.98	$ 239.89	$ 251.50
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LI Program Adminstrator	$ 66.00	$ 129.83	$ 135.73	$ 141.99	$ 148.65	$ 155.73	$ 163.26
LI Public Art Coordinator	$ 119.00	$ 203.54	$ 212.78	$ 222.60	$ 233.04	$ 244.14	$ 255.95
LI CRA Manager	$ 73.00	$ 150.52	$ 157.36	$ 164.62	$ 172.34	$ 180.55	$ 189.28
WC Executive Director	$ 103.00	$ 203.54	$ 212.78	$ 222.60	$ 233.04	$ 244.14	$ 255.95
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WC Program Adminstrator	$ 67.00	$ 132.54	$ 138.55	$ 144.95	$ 151.74	$ 158.97	$ 166.66
WC Public Art Coordinator	$ 117.00	$ 98.73	$ 103.21	$ 107.97	$ 113.03	$ 118.42	$ 124.15
WC CRA Manager	$ 72.00	$ 149.81	$ 156.62	$ 163.84	$ 171.52	$ 179.70	$ 188.39
CONTRACTUAL & PROFESSIONAL SERVICES							
Legal	$ 20,000.00	$ 20,000.00	$ 20,907.96	$ 21,872.73	$ 22,898.35	$ 23,989.14	$ 25,149.80
Recording	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Community Visioning	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Public Art Master Plan	$ 30,000.00	$ 30,000.00	$ -	$ -	$ -	$ -	$ -
Business Flare	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit Software	$ 333.00	$ 333.00	$ -	$ -	$ -		$ -
Audit	$ 3,332.00	$ 3,332.00	$ 3,483.27	$ 3,644.00	$ 3,814.86	$ 3,996.59	$ 4,189.96
Rental Property	$ -	$ -	$ -	$ -	$ -	$ -	
Demolition	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
METV	$ 9,350.00	$ 9,350.00	$ -	$ -	$ -	$ -	
Axis 360	$ 3,100.00	$ 3,100.00	$ 3,100.00	$ 3,100.00	$ 3,100.00	$ 3,100.00	$ 3,100.00
Security Service	$ 36,667.00	$ 36,667.00	$ 36,667.00	$ 38,000.00	$ 38,000.00	$ 40,000.00	$ 40,000.00
Soofa Maintenance	$ 6,200.00	$ 6,200.00	$ -	$ -	$ -	$ -	$ -
Freebee	$ 58,240.00	$ 219,371.74	$ 229,330.72	$ 239,912.95	$ 251,162.52	$ 263,127.00	$ 275,857.78
Bank Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Appraisal, Survey, Title, Environmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property fee Expense	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
Travel and Per Diem	$ 3,550.00	$ 3,550.00	$ 3,711.16	$ 3,882.41	$ 4,064.46	$ 4,258.07	$ 4,464.09
Communication Services	$ 2,044.00	$ 2,044.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 2,100.00
Freight and Postage	$ 670.00	$ 670.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00
Zeno Large Copier	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Zeno Large Copier Usage	$ 670.00	$ 670.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Rental Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Liability Insurance	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Rental Property Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CRA Owned Property Maintenance	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Equipment Repair and Maintenance	$ 150.00	$ 150.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Business Cards, Annual Report, Other	$ 1,334.00	$ 1,334.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00
Maintanence Printing and Binding	$ 120.00	$ 120.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Promotional Activities	$ 500.00	$ 500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Legal Advertisment	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00
Property Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00

Equipment Under 5000	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00
Cumputer Equipment under 5000	$	500.00	$	500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00	$	1,500.00
Gear/Uniforms	$	300.00	$	300.00	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00	$	400.00
FRA Annual Dues	$	832.00	$	832.00	$	850.00	$	850.00	$	850.00	$	850.00	$	850.00	$	850.00	$	850.00	$	850.00
Bradenton Herald	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00
IEDC	$	152.00	$	152.00	$	160.00	$	160.00	$	160.00	$	160.00	$	160.00	$	160.00	$	160.00	$	160.00
FEDC	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00
Americans for the Arts	$	25.00	$	25.00	$	40.00	$	40.00	$	40.00	$	40.00	$	40.00	$	40.00	$	40.00	$	40.00
FL Association of Public Art Professionals	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00
Other Public Art Publications	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00	$	50.00
CRM Software	$	700.00	$	700.00	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00	$	150.00
CAFÉ	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00	$	200.00
Education and Training	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00	$	5,790.00
CAPITAL IMPROVEMENT PROJECTS																				
Land	$	1,064,110.00	$	1,064,000.00	$	1,000,000.00	$	1,000,000.00	$	500,000.00	$	1,000,000.00	$	500,000.00						
Park Improvements and Construction	$	-					$	-	$	-	$	-	$	-						
Infrastructure			$	-	$	-	$	-	$	-	$	-	$	-						
Lighting	$	-	$	-	$	-	$	-	$	-	$	-	$	-						
Public Art Outlay	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00	$	400,000.00						
REDEVELOPMENT INVESTMENT																				
2011 Riverwalk Debt Principle	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00	$	210,000.00						
2011 Riverwalk Debt Interest	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00	$	199,530.00						
ASSISTANCE TO BUSINESS																				
Redevelopment Grant Program	$	450,000.00	$	450,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00						
Widewater	$	90,000.00	$	90,000.00	$	90,000.00	$	90,000.00	$	-	$	-	$	-						
SUNZ	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00	$	25,000.00						
Springhill Suites	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00	$	120,000.00						
Riverview 6	$	950,000.00	$	950,000.00	$	-	$	-	$	-	$	-	$	-						
Art Center Manatee	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	-	$	-	$	-						
Community Events	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00	$	50,000.00						
9th Ave W Commercial Cooridor	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00	$	200,000.00						
Implemetation of New Master Plan	$	600,000.00	$	-	$	-	$	-	$	-	$	-	$	-						
Affordable Housing Projects	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00	$	500,000.00						
TRANSFERS																				
Community Policing	$	269,959.00	$	26,959.00	$	28,182.88	$	29,483.35	$	30,865.83	$	32,336.17	$	33,900.68						
Code Enforcement	$	15,000.00	$	15,000.00	$	15,680.97	$	16,404.55	$	17,173.76	$	17,991.86	$	18,862.35						
City Admin Charges	$	50,000.00	$	50,000.00	$	52,269.89	$	54,681.83	$	57,245.87	$	59,972.86	$	62,874.50						
Riverwalk Fiber Optic	$	450,000.00	$	450,000.00	$	-	$	-	$	-	$	-	$	-						
New Sidewalks	$	500,000.00	$	500,000.00	$	-	$	-	$	-	$	-	$	-						
Riverwalk Lighting	$	150,000.00	$	150,000.00	$	-	$	-	$	-	$	-	$	-						
CC Garage	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00	$	430,417.00						
Annual Expenses	**$**	**7,562,299.00**	**$**	**6,839,628.33**	**$**	**4,765,048.05**	**$**	**4,799,214.52**	**$**	**4,044,118.53**	**$**	**4,583,240.72**	**$**	**4,122,740.49**						


CRA
CITY OF
Bradenton

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 24, 2024

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Ordinance

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

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

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

Per Florida Statute 163.361, the Community Redevelopment Agency of the City of Bradenton recommends the amendment of the Tamiami Trail Community Redevelopment Area's community redevelopment plan. This first reading and public hearing on the proposed modification has been publicly noticed in a newspaper with general circulation in the agency's area of operation. The Agency has reported the proposed modifications to each taxing authority in writing by certified mail. The January 24, 2024, second hearing of this ordinance will comply with the thirty-day notice period to Manatee County.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve Ordinance 4031.

ATTACHMENTS:
Ordinance 4031
Tamiami CRA Redevelopment Plan

ORDINANCE 4031

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RENAMING THE 14TH STREET COMMUNITY REDEVELOPMENT AREA TO THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; APPROVING AND ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA; FINDING THE AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE CONSISTENT WITH THE CITY OF BRADENTON'S COMPREHENSIVE PLAN; FINDING NOTICE OF THE AMENDED REDEVELOPMENT PLAN FOR THE TAMIAMI TRAIL COMMUNITY REDEVELOPMENT AREA TO BE IN COMPLIANCE WITH THE NOTICE PROVISIONS OF CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Part III of Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the Act, a Community Redevelopment Plan (the "CRP") must be adopted by the governing body to initiate redevelopment activities within the redevelopment area; and

WHEREAS, the City Council, by Resolution No. 93-62 on October 27, 1993, created a community redevelopment area now known as the 14th Street Community Redevelopment Area; and

WHEREAS, the City Council, by Resolution 94-45 on July 27, 1994, approved a CRP for the 14th Street Community Redevelopment Area, which has been subsequently amended by ordinance and/or resolution; and

WHEREAS, the City Council, by Ordinance No. 2967 on June 24, 2015, declared itself the community redevelopment agency for all community redevelopment areas of the City of Bradenton, including the 14th Street Community Redevelopment Area; established the Community Redevelopment Agency (the "CRA") to serve as the agency for all community redevelopment areas of the City of Bradenton, including the 14th Street Community Redevelopment Area; and appointed the City Council of the City of Bradenton to serve as the governing body of the CRA (the "CRA Board"); and

WHEREAS, the CRA Board desires to rename the 14th Street Community Redevelopment Area to the Tamiami Trail Community Redevelopment Area; and

WHEREAS, the CRA Board desires to amend the Tamiami Trail Community

Redevelopment Area's CRP as attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the CRA Board held a public meeting on September 28, 2023, to review and discuss the proposed Tamiami Trail CRP, and at that meeting, the CRA Board adopted Resolution 2023-05, recommending that the City Council rename the 14th Street Community Redevelopment Area to the Tamiami Trail Community Redevelopment Area and approve the proposed Tamiami Trail CRP; and

WHEREAS, the Planning Commission held a public meeting on October 18th, 2023, to review and discuss the amended Tamiami Trail CRP's compliance with the City of Bradenton's comprehensive plan, and at the meeting, the Planning Commission found the amended Tamiami Trail CRP in compliance with the comprehensive plan; and

WHEREAS, the notice and public hearing requirements of Sections 163.346 and 163.361, Florida Statutes, have been met prior to the approval of this Ordinance by the City Council of the City of Bradenton; and

WHEREAS, the City Council desires to approve and adopt the amended Tamiami Trail CRP.

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

Section 1. Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference and are deemed a material part of this Ordinance.

Section 2. Rename of the 14th Street Community Redevelopment Area. The City Council hereby finds, determines, and declares that the 14th Street Community Redevelopment Area is renamed the Tamiami Trail Community Redevelopment Area.

Section 3. Compliance with Comprehensive Plan. The City Council hereby finds, determines, and declares that the amended Tamiami Trail CRP conforms to the City of Bradenton's comprehensive plan. A copy of the Tamiami Trail CRP is attached hereto and incorporated herein as Exhibit "A."

Section 4. Approval and Adoption of Amended Tamiami Trail Community Redevelopment Plan. The City Council does hereby approve and adopt the Tamiami Trail CRP attached hereto and incorporated herein as Exhibit "A" and authorizes and directs the Community Redevelopment Agency for the City of Bradenton to proceed with the implementation of the same.

Section 5. Repeal of Ordinances and Resolutions in Conflict. This Ordinance hereby repeals all ordinances and resolutions, or parts thereof, in conflict herewith to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 7. Effective Date. This ordinance shall become effective as provided by law.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

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

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

BY: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

Community Redevelopment Agency of the City of Bradenton, Florida

Redevelopment Plan

Tamiami Trail

Dr. Jeff Burton, FRA-RA
12-6-2023

BRADENTON COMMUNITY REDEVELOPMENT AGENCY

CHAIR
Josh Cramer

VICE-CHAIR
Marianne Barnebey

BOARD OF COMMISSIONERS
Pam Coachman
Lisa Gonzalez Moore
Jayne Kocher

LEGAL
Scott Rudacille, P.A.
Marisa J. Powers, P.A.

AGENCY
Jeff Burton, PhD, FRA-RA
Christopher Munyon, FRA-RP
Karen Kyser
Jean Farmer











CONTENTS

1. DEFINITION 2
2. ECONOMIC 9
3. ENVIRONMENT 13
4. SOCIAL 17
5. STATUTORY POWERS 21
6. STATUTORY REQUIRED ELEMENTS OF THE PLAN 23
APPENDIX A 26
APPENDIX B 26
APPENDIX C 28
APPENDIX D 29

1. DEFINITION

1.1. Act

The Community Redevelopment Act of 1969.[1]

1.2. Affordable Housing

Affordable housing is defined in terms of the income of the people living in the home. The family must be income-eligible. Income eligibility is determined by area median income (AMI), adjusted for family size.

1.2.1 Extremely low income describes a family at or below 30% of the AMI.
1.2.2 Very low income describes a family at or below 50% of the AMI.
1.2.3 Low income describes a family at or below 80% of the AMI.
1.2.4 Moderate [workforce] income describes a family at or below 120% of the AMI (at or below 100% of median income for federal programs).

The Department of Housing and Urban Development (HUD) determines the AMI by county or Metropolitan Statistical Areas (MSAs). AMIs are updated annually by HUD.[2]

1.3. Area

A Florida Statute designated redevelopment area.[3]

1.4. Blighted Area or Blight

An Area in which there are a substantial number of *deteriorated* or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to *economic distress*; and in which two or more of the following factors are present:

1.4.1 The predominance of *defective* or *inadequate* street layouts, parking facilities, roadways, bridges, or public transportation facilities.
1.4.2 Aggregate assessed values of real property in the Area for ad valorem tax purposes have yet to show any appreciable increase over the five years before the finding of such conditions.
1.4.3 Faulty lot layout concerning size, adequacy, accessibility, or usefulness.
1.4.4 Unsanitary or unsafe conditions.
1.4.5 Deterioration of site or other improvements.
1.4.6 More adequate and updated building density patterns.
1.4.7 Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
1.4.8 Tax or special assessment delinquency exceeding the fair value of the land.
1.4.9 Residential and commercial vacancy rates are higher in the Area than in the remainder of the county or municipality.
1.4.10 Fire and emergency medical service calls to the Area are proportionately higher than in the remainder of the county or municipality.

---

1 FLORIDA STATUTE 163.330
2 THE FLORIDA HOUSING COALITION'S AFFORDABLE HOUSING IN FLORIDA (1)
3 FLORIDA STATUTES 163.362 (1)

1.4.11 The Area's crime incidence is higher than in the remainder of the county or municipality.
1.4.12 A more significant number of violations of the Florida Building Code in the Area than those recorded in the remainder of the *Governing Body*.
1.4.13 Diversity of *ownership* or *defective* or unusual conditions of title that prevent the free alienability of land within the *deteriorated* or hazardous area.
1.4.14 Governmentally owned property with adverse environmental conditions caused by a public or private entity.
1.4.15 A substantial number or percentage of properties damaged by sinkhole activity have yet to be adequately repaired or stabilized.

However, the term "Blighted Area" also means any area in which at least one of the factors identified in items 1 through 15 is present and all taxing authorities subject to Florida Statute 163.387(2)(a) agree, either by interlocal agreement with the Agency or by resolution, that the Area is blighted. Such agreement or resolution must be limited to a determination that the Area is blighted to qualify for the tax credits authorized in Florida statute chapter 220.[4]

1.5. Board of Commissioners (Board)

Oversite group for the Agency and is appointed by the *Governing Body*. The Bradenton City Council appointed itself as the Board for this *Agency* on June 24, 2015.[5]

1.6. Brownfield Area

A contiguous area of one or more brownfield sites, some of which may not be contaminated and which has been designated by a local government by resolution. Such areas may include all or portions of redevelopment areas, enterprise zones, empowerment zones, other such established *economically* deprived communities and areas, and Environmental Protection *Agency*-designated brownfield pilot projects.[6]

1.7. Brownfield Site

This means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.[7]

1.8. Conservation

This means the following:

1.8.1 Careful preservation and protection of something.
1.8.2 Planned natural resource management to prevent exploitation, destruction, or neglect.
1.8.3 The preservation of a physical quantity during transformations or reactions. [8]

1.9. Community Advisory Committee (CAC)

An advisory subcommittee to the *Board*.

---

4 FLORIDA STATUTE 163.340 (8)
5 CITY OF BRADENTON ORDINANCE 2967
6 FLORIDA STATUTE 376.79 (5)
7 FLORIDA STATUTE 376.79 (4)
8 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/CONSERVATION

1.10. Community Policing Innovation

A policing technique or strategy designed to reduce crime by reducing opportunities for and increasing the perceived risks of engaging in criminal activity through the visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.[9]

1.11. Community Redevelopment (Redevelopment)

Undertakings, activities, or projects of a county, municipality, or the *Agency* in the *Area* for the elimination and prevention of the development or spread of *slums* and *blight*, for the reduction or prevention of crime, or the provision of *affordable housing*, whether for rent or sale, to residents of low or moderate income, including the *elderly*, and may include, *slum* clearance and redevelopment in an *Area* or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and *economically distressed*, or rehabilitation or conservation in an *Area*, or any combination or part thereof, following a *Plan* and may include the preparation of such a *Plan*.

The ability of a county or municipality to utilize the authority granted under the *Act* is predicated upon the adoption of a "Finding of Necessity" by the *Governing Body*. This finding must demonstrate that:

1.11.1 One or more *slum* or *blighted areas*, or one or more areas in which there is a shortage of *affordable housing* for residents of low or moderate income, including the *elderly*, exist in the county or municipality; and

1.12.1 The rehabilitation, *conservation*, or redevelopment, or a combination thereof, of such Area or Areas, including, if appropriate, the development of housing that residents of low or moderate income, including the *elderly*, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.[10]

1.12. Community Redevelopment Agency (Agency)

A public agency created by the *Governing Body* to perform redevelopment in the *Area* according to Florida Statute.[11] The *Agency* also refers to the Community Redevelopment staff for this document.

1.13. Commercial Property Accessed Clean Energy (C-PACE)

An innovative financing structure allows commercial, industrial, multifamily, and nonprofit property *owners* to obtain low-cost, long-term financing for energy efficiency, renewable energy, and wind-hardening projects.[12]

1.14. Crime Prevention Through Environmental Design (CPTED)

A multi-disciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural *environments*. *CPTED* strategies aim to reduce victimization, deter offender decisions that precede criminal acts, and make sense of

---

9 FLORIDA STATUTE 163.340 (23)
10 FLORIDA STATUTE 163.355 (2)
11 FLORIDA STATUTE 163.340 (1)
12 HTTPS://WWW.FDFCBONDS.COM/CPACE

community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime.[13]

1.15. Defective

Having a defect or flaw: imperfect in form, structure, or function.[14]

1.16. Deteriorated

Weakened, disintegrated, corroded, rusted, or decayed, and loss of effectiveness.[15]

1.17. Disseminated

To spread abroad as though sowing seed. To disperse throughout.[16]

1.18. Distress

To subject to great strain or difficulties.[17]

1.19. Economic

Relating to, or based on, the production, distribution, and consumption of goods and services.[18]

1.20. Elderly

Persons 62 years of age or older.[19]

1.21. Environment

The complex of physical, chemical, and biotic factors (such as climate, soil, and living things) that act upon an organism or an ecological community and ultimately determine its form and survival.[20]

1.22. Gentrification

a process in which a poor area (as of a city) experiences an influx of middle-class or wealthy people who renovate and rebuild homes and businesses and which often results in an increase in property values and the displacement of earlier, usually poorer residents. [21]

1.23. Governing Body

The council, commission, or other legislative body that is charged with governing the county or municipality. For this document, the Bradenton City Council is the *Governing Body*.[22]

---

13 HTTPS://WWW.CPTED.NET/
14 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DEFECTIVE
15 2018 INTERNATIONAL CODE COUNCIL, INTERNATIONAL PROPERTY MAINTENANCE CODE. (202)
16 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISSEMINATE
17 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/DISTRESS
18 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ECONOMIC
19 FLORIDA STATUTE 420.503 (16)
20 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/ENVIRONMENT
21 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/GENTRIFICATION
22 FLORIDA STATUTE 163.340 (3)

1.24. Historic Preservation

The identification, evaluation, recordation, documentation, analysis, recovery, interpretation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, or reconstruction of historic preservation properties.[23]

1.25. Inadequate

Not enough or good enough.[24]

1.26. Increment Revenue

The non-ad valorem tax funds are placed in an *Agency*'s trust fund to generate redevelopment in its *Area*.[25]

1.27. Institute For Business & Home Safety FORTIFIED program

FORTIFIED is a voluntary construction and re-roofing Program designed to strengthen homes and commercial buildings against specific types of severe weather, such as high winds, hail, hurricanes, and even tornados.[26]

1.28. Institute For Business & Home Safety OPEN FOR BUSINESS Program

The OFB-EZ (Open for Business-EZ) toolkit helps small businesses take important steps they need to keep functioning in the event of a major disaster or even a small business disruption.[27]

1.29. Intensify

To grow more substantial or more acute.[28]

1.30. Liability

A disadvantage.[29]

1.31. National Flood Insurance Program (NFIP)

Created by Congress in 1968, the National Flood Insurance Program (NFIP) provides insurance to help reduce the socio-*economic* impact of floods. Flood insurance is a separate policy that can cover buildings, the contents of a building, or both.[30]

1.32. Non-Conformities

A use that lawfully occupied a building or land at the time [the] code became effective, which has been legally continued and which does not conform to the [current] regulations.[31]

1.33. Occupant

See Tenant.

---

23 FLORIDA STATUTE 267.021
24 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INADEQUATE
25 DR. JEFF BURTON
26 HTTPS://FORTIFIEDHOME.ORG/
27 HTTPS://IBHS.ORG/BUSINESSDISASTERRECOVERY/
28 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/INTENSIFY
29 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/LIABILITY
30 HTTPS://WWW.FLOODSMART.GOV/ABOUT
31 2021 INTERNATIONAL ZONING CODE

1.34. Owner

The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety of the whole or of a part of such building or land.[32]

1.35. Property Accessed Clean Energy (PACE)

A Florida public entity that provides homeowners with financing options for energy-efficient and hurricane-resistant home improvements.[33]

1.36. Redevelopment Plan (Plan)

The approved redevelopment directions exist from time to time for an *Area*.[34]

1.37. Rehabilitate

This means the following:

1.36.1 To restore to a former capacity.
1.36.2 To convert to good repute.
1.36.3 Reestablish the good name of.
1.36.4 Restore to a former state.
1.36.5 Restore or bring to a condition of health or helpful and constructive activity.[35]

1.38. Remediate

To make (something) the target of remedial action: to provide a remedy.[36]

1.39. Revitalize

To give new life or vigor.[37]

1.40. Slum Area or Slums

An area having physical or *economic* conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or non-residential, which are impaired because of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

1.39.1 The presence of *inadequate* ventilation, light, air, sanitation, or open spaces provision.
1.39.2 High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code,
1.39.3 Conditions endangering life or property by fire or other causes.[38]

---

32 BRADENTON CODE OF ORDINANCES SEC 1.2
33 HTTPS://FLORIDAPACE.GOV/ABOUT-PACE/
34 FLORIDA STATUTE 163.340 (11)
35 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REHABILITATE
36 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REMEDIATE
37 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/REVITALIZE
38 FLORIDA STATUTE 163.340 (7)

1.41. Social

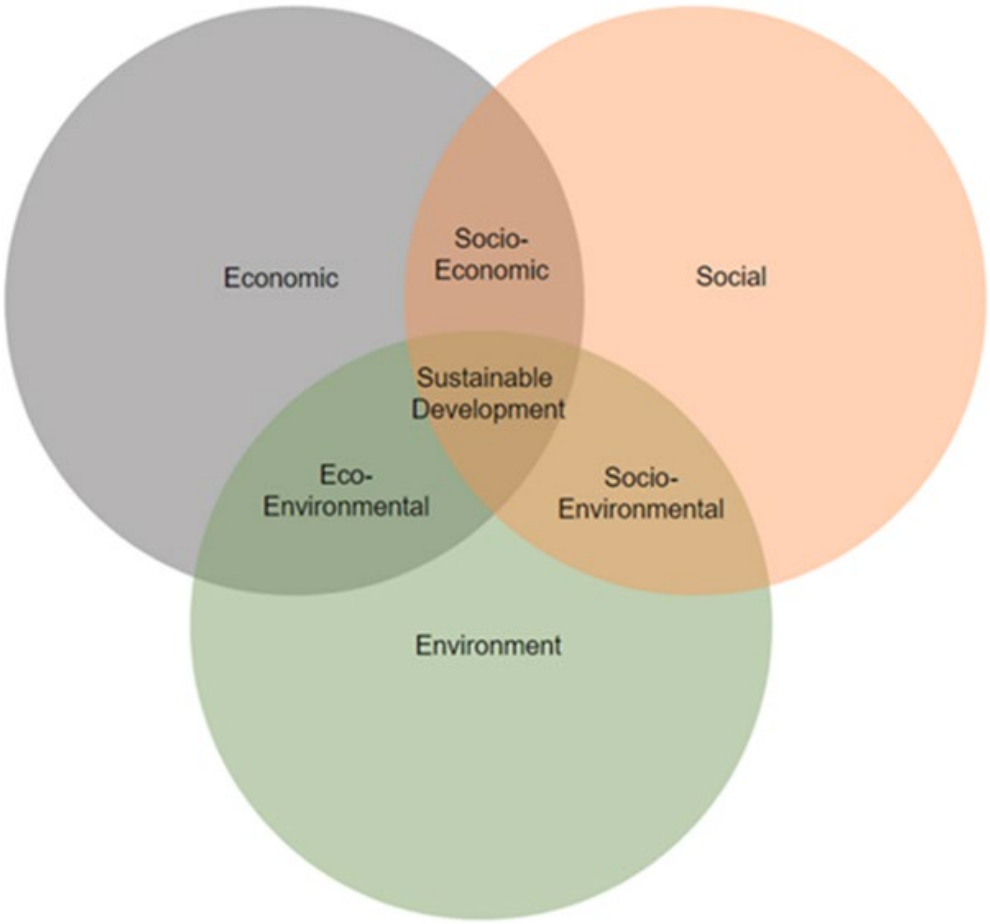
Of or relating to human society, the interaction of the individual and the group, or the welfare of human beings as members of society.[39]

1.42. Sustainable Economic Development

A Theoretical framework based on *economic*, *social*, and *environmental* synergy.[40] See *Sustainable Economic Development* Venn Diagram.

1.43. Sustainable Redevelopment

New construction on a site having pre-existing uses. *Sustainable redevelopment* represents a process of land development that *revitalizes* the physical, *economic*, and *social* fabric of urban space.[41]



Sustainable Economic Development Venn Diagram

39 HTTPS://WWW.MERRIAM-WEBSTER.COM/DICTIONARY/SOCIAL
40 DR. EDWARD B. BARBIER (1987)
41 CAVES, R. W. (2004). ENCYCLOPEDIA OF THE CITY. ROUTLEDGE. PP. 556. ISBN 9780415252256.

2. ECONOMIC

2.1. Goal

The *Agency* may focus on reducing *slums* and *blight* by developing private sector investment opportunities and diverse retail, industrial, commercial, and not-for-profit economies, *disseminated* through using redevelopment, safety, and a vibrant, diverse, developing, and *redeveloping community*. The *Agency* may also engage its resources to improve the *Area*'s minimum level of property maintenance through increased private and public activities. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

2.2. Redevelopment

2.2.1 Intent

2.2.1.1 The *Agency* may encourage commerce according to the following activities:

2.2.1.1.1 To the greatest extent determined feasible, the *Agency* may afford maximum opportunity in carrying out the *Plan*'s provisions consistently with the sound needs of the *Governing Body* as a whole and *rehabilitate* or *redevelop* the *Area* by private enterprise.[42]

2.2.1.1.2 Removal of *blighted* conditions that include areas that lead to *economic distress*[43] and *economic* and *social liabilities* that impose onerous burdens, which … delay the provision of housing accommodations, aggravate traffic problems, and substantially hamper the elimination of traffic hazards and the improvement of traffic facilities. [44]

2.2.1.1.3 Identification and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[45]

2.2.1.1.4 *Revitalize*, *rehabilitate*, and *redevelop* the *Governing Body* designated deteriorating and *economically distressed* coastal tourist area, reducing or maintaining evacuation time, as appropriate, and ensuring protection for *Area* properties against exposure to natural disasters.[46 and 47]

2.2.1.1.5 Tax base preservation and enhancement.[48and 49]

2.2.2 Policies

2.2.2.1 *Increment revenue* incentives, grants, and other funding may be used for the following:

---

42 FLORIDA STATUTE 163.345 (1)
43 FLORIDA STATUTE 163.340 (8)
44 FLORIDA STATUTE 163.340 (1)
45 FLORIDA STATUTE 163.340 (6)
46 FLORIDA STATUTE 163.340 (7)
47 FLORIDA STATUTE 163.340 (9)
48 FLORIDA STATUTE 163.335 (5)
49 FLORIDA STATUTE 163.353

2.2.2.1.1 *Revitalize* the coastal tourist area, especially those entities that draw more than 35,000 tourists annually or lease property from the *Agency* or trust fund participating entities.[50]

2.2.2.1.2 Reduction or maintenance of natural disaster evacuation times. Ensure property protection against natural disaster exposure, [51] including the following listed from Florida Distaster.org:[52]

2.2.2.1.2.1 Drought.
2.2.2.1.2.2 Earthquake.
2.2.2.1.2.3 Extreme cold.
2.2.2.1.2.4 Flood.
2.2.2.1.2.5 Hazardous materials.
2.2.2.1.2.6 Hurricane.
2.2.2.1.2.7 Lightning.
2.2.2.1.2.8 Marine hazard.
2.2.2.1.2.9 Radiological emergency.
2.2.2.1.2.10 Space weather.
2.2.2.1.2.11 Terrorism.
2.2.2.1.2.12 Thunderstorms.
2.2.2.1.2.13 Tornadoes.
2.2.2.1.2.14 Wildfires.
2.2.2.1.2.15 Excessive warming.

2.2.2.1.3 Reduction or maintenance of long-term man-made disaster exposure to sea level rise, coastal risks,[53] and air pollutants.[54]

2.2.2.1.4 Pandemic.

2.2.2.2 Encourage, to the greatest extent feasible, private enterprise redevelopment according to the *Plan*,[55] giving special consideration to recommendations by the following:

2.2.2.2.1 *CAC*.
2.2.2.2.2 Architectural Review Board.
2.2.2.2.3 Tree & Landscape Preservation Board.
2.2.2.2.4 Planning Commission.
2.2.2.2.5 Code Enforcement Special Magistrate.
2.2.2.2.6 Nuisance Abatement Board.
2.2.2.2.7 Bradenton Housing Authority.
2.2.2.2.8 Affordable Housing Advisory Committee.
2.2.2.2.9 Public Art Advisory Board.
2.2.2.2.10 Manatee County Tourist Development Tax Advisory Board

2.2.2.3 Encourage new public and private employment,[56 and 57] and housing opportunities, especially those types that are in short supply.[58]

---

50 FLORIDA STATUTE 163.371 (2)
51 FLORIDA STATUTE 163.360 (7) (E)
52 HTTPS://WWW.FLORIDADISASTER.ORG/HAZARDS/
53 HTTPS://CLIMATECENTER.FSU.EDU/TOPICS/SEA-LEVEL-RISE
54 HTTPS://FLORIDADEP.GOV/AIR/AIR/CONTENT/AIR-QUALITY-101
55 FLORIDA STATUTE 163.345
56 FLORIDA STATUTE 163.335 (1)
57 FLORIDA STATUTE 163.335 (4)
58 FLORIDA STATUTE 163.362 (8)

2.2.2.4 Encourage the sound growth of the *Area*'s taxable real property.[59]
2.2.2.5 Support the development of maker spaces or business incubators.[60]

2.3. Image

2.3.1 Intent

2.3.1.1 The *Agency* may *disseminate slum* clearance and *blighted area* redevelopment information[61] as follows:
2.3.1.1.1 File an annual report.[62]
2.3.1.1.2 Sponsor and finance dissemination of redevelopment activities and programs[63] not limited to the following:
2.3.1.1.2.1 Commerce.
2.3.1.1.2.2 Image.
2.3.1.1.2.3 Culture.
2.3.1.1.2.4 Emergency Management and Resiliency.
2.3.1.1.2.5 Housing.
2.3.1.1.2.6 Infrastructure.
2.3.1.1.2.7 Property Maintenance.
2.3.1.1.2.8 Public Safety.
2.3.1.1.3 File an annual audit.[64]
2.3.1.1.4 Apply for third-party redevelopment awards from related associations and conferences.
2.3.1.1.5 Use teachable redevelopment opportunities not limited to the following:
2.3.1.1.5.1 Relative state and national conventions.
2.3.1.1.5.2 Training courses and sessions.
2.3.1.1.5.3 University and college courses and certifications.
2.3.1.1.6 Earn certifications related to redevelopment, project management, finance, and other related activities.

2.3.2 Policies

2.3.2.1 *Disseminate* positive information that reflects the *Agency*'s programs and services through various mediums, programs, and projects.
2.3.2.2 Develop the *Agency* brand.
2.3.2.3 Maximize public opportunities to *disseminate Agency* activities and information, including the following:
2.3.2.3.1 Finance public events to thoroughly disperse and spread the *Agency*'s redevelopment information.
2.3.2.3.2 Finance events that visibly increase the presence of *community policing innovation* as an element of a *community policing innovation* plan.

---

59 FLORIDA STATUTE 163.335 (1)
60 FLORIDA STATUTE 163.335 (1)
61 FLORIDA STATUTE 163.370 (2) (B)
62 FLORIDA STATUTE 163.371 (2)
63 FLORIDA STATUTE 163.370 (2) (B)
64 FLORIDA STATUTE 163.387 (8)

2.3.2.4 Establish at least one (1) *Area* Merchants' Association Main Street Program.

2.4. Property Maintenance

2.3.3 Intent

2.3.3.1 The *Agency* may *intensify* the *Governing Body*'s property maintenance activities as follows:

2.3.3.1.1 Carrying out a voluntary or compulsory repair and rehabilitation program of buildings and improvements.[65]

2.3.3.1.2 Enforcing state and local laws, codes, and regulations relating to land use, the use and occupancy of buildings and improvements, and the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.[66]

2.3.3.1.3 Affording maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the *Area* by private enterprise[67]… including… the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements.

2.3.4 Policies

2.3.4.1 Support *Governing Body* compliance by *intensify*ing compliance efforts in the *Area*.

2.3.4.2 Encourage neighborhood *conservation* by providing intensified code enforcement to remove *blight* or unsanitary conditions creating safe, livable neighborhoods conducive to reinvestment by residents, infill developers, and financial institutions.

2.3.4.3 Use incentives to aid code compliance.

2.3.4.4 The *Agency* may assist in correcting *non-conformities* and inconsistent future land use issues.

---

65 FLORIDA STATUTE 163.370 (2) (C) (5)
66 FLORIDA STATUTE 163.370 (H) 2.
67 FLORIDA STATUTE 163.345 (1)

3. ENVIRONMENT

3.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist its *Governing Body* in coastal area natural disaster mitigation, preparedness, response, and recovery. The *Agency* may also focus resources to reduce the probability of or eliminate *slums* and *blight* through infrastructure projects above and beyond the *Governing Body*'s normal standards. The *Agency* may take advantage of the special redevelopment relationship accorded to them through Florida Statutes 376.77-85. The *Agency* will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

3.2 Emergency Management and Resiliency

3.2.1 Intent

3.2.1.1 The *Agency* may *intensify* existing resiliency or post-disaster rehabilitation of the *Area* as follows:

3.2.1.1.1 Notwithstanding any other provisions of this part, when the *Governing Body* certifies that an area needs redevelopment or rehabilitation resulting from an emergency under F.S. 252.34(4), concerning which the Governor has certified the need for emergency assistance under federal law, that area may be certified as a *blighted area*.[68]

3.2.1.1.2 Eliminate and prevent *slums* and *blight* and encourage community rehabilitation [69,70,71, and 72,] especially by private enterprises.[73]

3.2.1.1.3 *Slums* have physical or *economic* conditions that are conducive to[74], a focal center[75] and spread[76] of disease.

3.2.1.1.4 *Blight* leads to *economic distress*[77] and includes falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality and residential[78] and commercial vacancy rates higher in the *Area* than in the remainder of the county or municipality.[79]

3.2.1.1.5 The *Plan* and resulting revitalization and redevelopment for a coastal tourist area that is *deteriorating* and *economically distressed*[80] will reduce or maintain evacuation time, as appropriate, and ensure protection for the property against exposure to natural disasters.[81]

---

68 FLORIDA STATUTE 163.360 (10)
69 FLORIDA STATUTE 163.345 (1)
70 FLORIDA STATUTE 163.350
71 FLORIDA STATUTE 163.355 (2)
72 FLORIDA STATUTE 163.360 (2) (B)
73 FLORIDA STATUTE 163.345 (1)
74 FLORIDA STATUTE 163.340 (7)
75 FLORIDA STATUTE 163.335 (1)
76 FLORIDA STATUTE 163.360 (8) (A) 3.
77 FLORIDA STATUTE 163.335 (4)
78 FLORIDA STATUTE 163.340 (8) (G)
79 FLORIDA STATUTE 163.340 (8) (I)
80 FLORIDA STATUTE 163.335 (4)
81 FLORIDA STATUTE 163.360 (7) (E)

3.2.2 Policies

3.2.2.1 *Increment revenue* may be used within the existing *Area* boundaries to *revitalize* a coastal tourist area, reduce or maintain evacuation time, and ensure property protection against natural disaster exposure. *increment revenue*-funded emergency management activities may remain in effect for the duration of the Governor's Public Health Emergency certification or until its *Board* and *Governing Body* deem its duration by resolution.

3.2.2.2 *Increment revenue* may be used to finance emergency management mitigation, preparation, response, and recovery activities, especially to standards such as the Insurance Industry's Institute for Business and Home Safety's Fortified and Open for Business programs or the like.

3.2.2.3 Emergency remediation activities may include any activities agreed upon by the *Board* and *Governing Body* by resolution.

3.2.2.4 *Increment revenue* may be used to address *sustainable redevelopment* activities not limited to sea-level rise, global warming, alternative energy creation, carbon removal, and both sole source and non-sole source pollutant remediation.

3.3 Infrastructure

3.3.1 Intent

3.3.1.1 The *Agency* may *intensify* the *Governing Body*'s infrastructure projects by undertaking programs and projects for the elimination of *blight* that include the following:

3.3.1.1.1 Inadequacies include street layouts, parking facilities, roadways, bridges, or transportation facilities. [82]

3.3.1.1.2 Aggravated traffic problems that substantially hamper traffic hazards.[83]

3.3.1.1.3 Lack of modern traffic requirements.[84]

3.3.1.1.4 Existing traffic congestion and lack of parks, playgrounds, other public improvements, and structures. [85]

3.3.1.1.5 *Intensify* the *Governing Body*'s maintenance programs.

3.3.2 Policies

3.3.2.1 Support *Governing Body* infrastructure projects and micro-mobility programs not on a Capital Improvement Plan (CIP) for three years.[86]

3.3.2.2 Develop multimodal transportation corridors like Urban Transit Circulator, freight, or intermodal hubs.

3.3.2.3 Improve access to public parks and open spaces.

3.3.2.4 Support the *Governing Body* and trust fund investing taxing authority, leased placemaking destinations that encourage *economic*, *environmental*, and *social* well-being, especially in a coastal tourism area.

---

82 FLORIDA STATUTE 163.340 (8) (A)
83 FLORIDA STATUTE 163.335 (1)
84 FLORIDA STATUTE 163.360 (8) (B) 2.
85 FLORIDA STATUTE 163.350
86 FLORIDA STATUTE 163.370 (3) (B)

3.3.2.5 Plan and implement large (greater than 2 acres) parks and public access to the water.
3.3.2.6 Develop linear parks, trails, and walks, especially those that connect to other *Agency Area*s and placemaking destinations.
3.3.2.7 Install Low Impact Development (LID) including permeable pavers and bioswales.
3.3.2.8 Correct existing infrastructure deficiencies, primarily Americans with Disabilities Act issues.
3.3.2.9 Support *PACE* and *C-PACE* projects.
3.3.2.10 Prioritize improvements at intersections with unusually high accident rates.
3.3.2.11 Construct “welcome signs” located at the gateways into the *Area* and wayfinding signs.
3.3.2.12 Maintain existing access and seek opportunities to increase public access to the waterfront.
3.3.2.13 Plan and develop adequate park and recreational areas and facilities, considering the health, safety, and welfare of children residing in the general vicinity of the site covered by the *Plan*.
3.3.2.14 Consider alternative forms of intersection design, such as roundabouts and other public transportation safety improvements.
3.3.2.15 Address *environmental* concerns and redevelopment related to *brownfield sites and areas*.

3.4 Remediation

3.4.1 Intent

3.4.1.1 *Environmentally rehabilitate* or *conserve* [87] [and] [88] or a combination of both to redevelop properties in the *Area*.
3.4.1.2 Cooperate among federal, state, and local agencies to accomplish timely cleanup activities and the redevelopment or reuse of *brownfield sites*.[89] [And] [90]
3.4.1.3 Encourage the designation of the *Area* as a *brownfield area*.[91]
3.4.1.4 Use *increment revenue* as incentives to significantly improve the utilization, general condition, and appearance of the *brownfield site or area*.[92] The *Agency* may be used to the fullest extent of the law to encourage redeveloping *brownfield sites and areas*. These incentives may assist as follows:
3.4.1.4.1 Financial.
3.4.1.4.2 Regulatory.
3.4.1.4.3 Technical.[93]

87 FLORIDA STATUTE 163.335 (2)
88 FLORIDA STATUTE 163.340 (9)
89 FLORIDA STATUTE 163.400 (C)
90 FLORIDA STATUTE 376.84 (A)
91 FLORIDA STATUTE 376.79 (4)
92 FLORIDA STATUTE 376.84 (A)
93 FLORIDA STATUTE 376.84

3.4.1.5 Remediation and redevelopment are public investments promoting job creation and eliminating public health and *environmental* hazards.[94]

3.4.1.6 Governmentally owned property with adverse *environmental* conditions caused by a public or private entity.[95]

3.4.2 Policies

3.4.2.1 *Increment revenue* grants may be used to support the State of Florida Brownfield Redevelopment Program tax credits.

3.4.2.2 When an incentive is applied for, The *Agency* may loan property *owners* remediation funds as part of a Florida Brownfield Redevelopment Program Brownfield Site Rehabilitation Agreement (BSRA) where program tax credits are monetized.

3.4.2.3 A redevelopment grant may be applied for after a remediation loan once the state tax credits have been awarded to the *Agency*.

3.4.2.4 The *Agency* may acquire perceived *brownfield sites and areas* for remediation, tax credit collection and sale, and private-sector redevelopment.

---

94 FLORIDA STATUTE 376.84
95 FLORIDA STATUTE 163.340 (N)

4. SOCIAL

4.1 Goal

To maximize the efficient elimination or reduction of *slums* and *blighted areas* in the *Area*, the *Agency* may assist the *Governing Body* in conserving and rehabilitating the *Area*. The *Agency* may focus resources on redeveloping residential and mixed-use structures, reducing or eliminating crime, and increasing public safety through *community policing innovation*s. The Agency will synergize *economic*, *environmental*, and *social* influences into balanced, *sustainable redevelopment*.

4.2 Culture

4.2.1 Intent

4.2.1.1 The *Agency* may *intensify* the *Governing Body*'s cultural activities as follows:

4.2.1.1.1 Redevelopment activities, projects, rehabilitation, or *conservation* in the *Area*, or any combination or part thereof, following the *Plan* and may include preparing such the *Plan*.[96]

4.2.1.1.2 The rehabilitation, *conservation*, or redevelopment, or a combination thereof … necessary for the interest of the public health, safety, morals, or welfare of the residents of the *Governing Body*.[97]

4.2.1.1.3 The susceptible *conservation* or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented, and those salvageable *slums* and *blighted areas* can be conserved and *rehabilitated* through appropriate public action.[98]

4.2.1.1.4 Identifying and planning the elimination of such conditions affecting the health, safety, and welfare of the residents of such counties and municipalities and impeding their growth and *economic* and *social* development.[99]

4.2.2 Policies

4.2.2.1 *Increment revenue* may be used to *revitalize* a coastal tourist area and ensure property protection against natural disaster exposure, especially the following uses:

4.2.2.1.1 Cultural sites are not limited to museums, aquariums, theatres, performing art centers, or convention centers.

4.2.2.1.2 *Historical Preservation Governing Body*, State and Federal certified sites.

4.2.2.1.3 Artistic sites certified by the *Governing Body*.

4.2.2.2 Public and private art's financial support may be considered an *increment revenue* expenditure.

4.2.2.3 Special consideration will be given to conserving existing *social* cultures by supporting a Mainstreet program created through the State of Florida

---

96 FLORIDA STATUTE 163.340 (9)
97 FLORIDA STATUTE 163.355 (2)
98 FLORIDA STATUTE 163.335 (2)
99 FLORIDA STATUTE 163.335 (6)

Mainstreet Program in the *Area* and identifying and preventing excessive gentrification.

4.3 Housing

4.3.1 Intent

4.3.1.1 The *Agency* may *intensify* the *Governing Body*'s housing stock by:

4.3.1.1.1 Providing for the *Area*'s low to moderate housing development...The *Agency* may coordinate with the housing authority or other *affordable housing* entities within the *Area* concerning its housing development.[100]

4.3.1.1.2 Undertaking activities or projects for the provision of housing, whether for rent or sale, to residents of low or moderate income, including the *elderly*.[101]

4.3.1.1.3 Develop, test, report methods and techniques, and carry out demonstrations and other activities … for new or improved means of providing *sustainably developed* and resilient housing.[102]

4.3.1.1.4 Providing *affordable housing* to residents of low or moderate income, including the *elderly*.[103,104,105, and 106]

4.3.2 Policies

4.3.2.1 The *Agency* may assist the *Governing Body* in encouraging new and *rehabilitated* housing as follows:

4.3.2.1.1 Develop rent buydowns for workforce housing, especially for employees in the *Area*.[107]

4.3.2.1.2 Support *rehabilitation* grants for *deteriorated* housing.

4.3.2.1.3 Complement financing programs for infill development and housing affordability for workforce, low and moderate-income households.

4.3.2.1.4 Incentivize developers for providing housing sites.

4.3.2.1.5 Incentivize building projects receiving public funds to use energy-efficient building materials and methods exceeding the Florida Building Code in new construction and substantial *rehabilitation* projects.

4.3.2.1.6 Examine additional density bonuses for the inclusion of *affordable housing* and *workforce housing* units within each residential project and establish *intensity* bonuses for the inclusion of *affordable housing* units within the mixed-use development.

4.3.2.1.7 Achieve structural soundness and aesthetic improvement of existing housing and prevent existing standard units from becoming substandard.

---

100 FLORIDA STATUTE 163.360 (2) (C)
101 FLORIDA STATUTE 163.340 (9)
102 FLORIDA STATUTE 163.370 (2) (J)
103 FLORIDA STATUTE 163.335 (6)
104 FLORIDA STATUTE 163.340 (9)
105 FLORIDA STATUTE 163.340 (10)
106 FLORIDA STATUTE 163.350
107 FLORIDA STATUTE 163.340 (9)

4.3.2.1.8 Develop new methodologies for low, moderate, workforce, and market-rate housing not limited to:
4.3.2.1.9 Land trusts and land banks.
4.3.2.1.10 Rental or ownership markets.
4.3.2.1.11 Alternative energy point sourcing.
4.3.2.1.12 Pocket neighborhoods.
4.3.2.1.13 Sustainably affordable financial accommodations.
4.3.2.1.14 Natural disaster and energy resilient construction.
4.3.2.2 Support *PACE* and *C-PACE* and similar program projects.
4.3.2.3 The *Agency* shall not minimize the *redevelopment* market, and thus the tax base, by supporting less-than-market-value housing.
4.3.2.4 Incentive all new housing units, regardless of income, that meet one of the following:
4.3.2.4.1 A cost/benefit analysis over the *Agency*'s life.
4.3.2.4.2 Redevelop a *Governing Body-designated slum* or *blighted* structure.
4.3.2.4.3 *Remediate* and *redevelop* a designated brownfield site or area.

4.4 Public Safety

4.4.1 Intent

4.4.1.1 The *Agency* may *intensify* the *Governing Body*'s *community policing innovation* activities following:
4.4.1.1.1 The powers conferred…are for public uses and purposes for which public money may be expended and police power exercised. The necessity in the public interest for the provisions herein enacted is declared a matter of legislative determination.[108]
4.4.1.1.2 At any time after the creation of the *Agency*, the *Governing Body* may appropriate to the *Agency* such amounts as it deems necessary for the administrative expenses and overhead of the *Agency*, including the development and implementation of *community policing innovation*s or *CPTED*.[109]
4.4.1.1.3 A *Governing Body* may delegate such powers to the *Agency* created under s. 163.356, except…the power to approve the development of *community policing innovation*s.[110]
4.4.1.1.4 The … *Plan* may provide for developing and implementing *community policing innovation*s.[111]

4.4.2 Policies

4.4.2.1 The *Agency* shall not institute *community policing innovation* unless:
4.4.2.1.1 The *Governing Body* has approved its development.
4.4.2.1.2 It is noted in the *Plan*.
4.4.2.1.3 The *Agency* may assist the *Governing Body* with the following:
4.4.2.1.3.1 The *increment revenue* funding provides for a strengthening of existing policing resources.

108 FLORIDA STATUTE 163.335 (3)
109 FLORIDA STATUTE 163.356 (3) (E)
110 FLORIDA STATUTE 163.358 (5)
111 FLORIDA STATUTE 163.370 (2) (O)

4.4.2.1.3.2 Encourage *community policing innovation* through *CPTED* in buildings, streets, and other designs.

4.4.2.1.3.3 Make use of *community policing innovation* as defined by its *redevelopment* definition.

4.4.2.1.3.4 Make use of *CPTED*.

4.4.2.1.3.5 Construct a new police department building if the construction or expansion is contemplated as part of a *community policing innovation* and *redevelopment*.

4.4.2.1.3.6 Address homelessness and vagrancy issues.

5. STATUTORY POWERS

5.1 GOAL

Bring to bear the full scope of the *Act* to remove or reduce *slums* and *blight* in the *Area*.

5.1.1 Intent

5.1.1.1 It is the intent of this *Plan* to empower the *Agency*'s utilization of the *redevelopment* tools allowable by Chapter 163 Part III, Florida Statutes to facilitate the *redevelopment* of the *Area* following this *Plan*. The *Agency* reserves the right to provide any and all targeted *redevelopment* incentives, including the use of *redevelopment* trust fund *increment revenue*, allowable by Florida Statutes Chapter 163 Part III, Florida law, including but not limited to the tools described below:

5.1.2 Policies

5.1.2.1 Acquire real property through purchase, condemnation, or other lawful means, to assist or facilitate the *redevelopment* process.

5.1.2.2 *Rehabilitate* or require to be rehabilitated as part of a lease or sale, any property within the *Area*.

5.1.2.3 If a property is deemed to be worthy of *rehabilitation* and is in the path of a *redevelopment* project, the *Agency* may authorize the funds necessary to move it to a new location.

5.1.2.4 Cooperate and coordinate with other public entities in the implementation of this *Plan*, in order to optimize the value of the community's investment in the *Area*.

5.1.2.5 Enter into agreements to ensure the preservation, maintenance and/or operation of real property within the *Area*.

5.1.2.6 Authorize the demolition, removal or clearance of buildings, structures and other improvements on real property it has purchased within the *Area*, to aid in the *Area's redevelopment*.

5.1.2.7 Undertake building and/or site preparation on any real property within the *Area*, to assist in the *redevelopment* process.

5.1.2.8 Shall advise the *Governing Body* on the timing and location of public improvements, including surface improvements and subsurface infrastructure, to be accomplished within the Area. The recommendations shall be consistent with the adopted Comprehensive Plan and may be financed by the *Agency* if not part of the *Governing Body's* Capital Improvement Program (CIP) or otherwise prohibited by law.

5.1.2.9 Sell, or otherwise dispose of, real property within the *Area*, in accordance with the *Plan*. The property may be disposed of at Fair Value, rather than at the Appraised Value. The documents of conveyance will contain any conditions necessary to safeguard the goals of the *Plan*.

5.1.2.10 The *Agency* is not authorized with the following powers:

5.1.2.10.1 Eminent domain.[112]

5.1.2.10.2 Construct or expand administrative buildings for public bodies or police and fire buildings unless each taxing authority agrees to such method of financing for the construction or expansion or unless the construction or expansion is contemplated as part of a *community policing innovation*.[113]

5.1.2.10.3 Install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the *Plan* by the *Governing Body* pursuant to a previously approved public capital improvement or project schedule or plan of the *Governing Body* which approved the *Plan* unless and until such projects or improvements have been removed from such schedule or plan of the *Governing Body* and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the *redevelopment* trust fund.[114]

5.1.2.10.4 General government operating expenses unrelated to the planning and carrying out of a *Plan*.[115]

5.1.2.10.5 Fund third-party entity administrative, project, or program costs not associated with this *Plan*.[116]

112 FLORIDA STATUTE 163.335 (7)
113 FLORIDA STATUTE 163.370 (3) (A)
114 FLORIDA STATUTE 163.370 (3) (B)
115 FLORIDA STATUTE 163.370 (3) (C)
116 JEFF ORIS

6. STATUTORY REQUIRED ELEMENTS OF THE PLAN

6.1 GOAL

All *redevelopment* activities expressly authorized by the *Act* and funded by *increment revenue* must follow the *Plan*, which has been approved by the *Governing Body*. Like the *Governing Body's* Comprehensive Plan, the *Plan* is an evolving document that must be evaluated and amended regularly to accurately reflect changing conditions and community objectives.

6.1.1 Intent

6.1.1.1 Chapter 163.362 specifies the contents of a *Plan*. The statute's text is shown below in italics, followed by the location in the *Plan* documents where each required element can be found. Intents of the *Plan*. --Every *Plan* shall:

6.1.1.1.1 Contain a legal description of the *Area*'s boundaries and the reasons for establishing such boundaries shown in the *Plan*.

APPENDIX A

6.1.1.1.2 Show by diagram and in general terms, the approximate amount of open space to be provided and the street layout.

APPENDIX B

6.1.1.1.3 Limitations on the type, size, height, number, and proposed use of buildings.

APPENDIX C

6.1.1.1.4 The approximate number of dwelling units.

2,000

6.1.1.1.5 Such property is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

All properties within the Area may be intended for the proposed uses

6.1.1.1.6 If the *Area* contains low- or moderate-income housing, contain a neighborhood impact element that describes in detail the impact of the *redevelopment* upon the residents of the *Area* and the surrounding areas in terms of relocation, traffic circulation, *environmental* quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and *social* quality of the neighborhood.

Neighborhood Impact Element

All neighborhoods will see positive improvements with the advent of the programs and projects identified in this *Plan*. Some areas of interest are as follows:
Resident relocation is nominal, as most of the projects are scheduled on government-owned properties and rights of way. Resident programs encourage the *homeowner* to remain in the redeveloped property.

Agency traffic infrastructure improvements are designed to improve congestion, *environment*, and commerce, allowing *homeowners* in the *Area* improved and more healthy connectivity within and out of the *Area*. *Agency* transportation projects also require multimodal enhancements such as the LPT. This strategy improves safety and also improves the *environment* and commerce.

Residents may see an aggregate improvement in community *environmental* quality through LID stormwater improvements implemented via streetscape programs and encouraged through private sector incentives.

Even though no families are anticipated to be displaced as a result of the *redevelopment* as proposed in the *Plan*, a feasible method exists for the relocation of any such families in decent, safe, and sanitary accommodations within their means and without undue hardship to such families. Projects outlined in the *Plan* are proposed to improve traffic circulation*, environmental* quality, availability of community facilities and services, and other matters affecting the physical and *social* quality of the neighborhood without negatively impacting the school population.

6.1.1.1.7 Identify specifically any publicly funded capital projects to be undertaken within the *Area*.

Sidewalks, roads, lighting, stormwater, low impact development, sewer, water, internet, *brownfield site and area remediation*, parks, parking, parking garages, transit, transportation, buildings, police department as part of the *Community Policing Innovation* plan, other administrative public buildings including a fire station with the agreement of all taxing authorities, solid waste, trails, any other publicly funded capital project within the *Plan***.**

6.1.1.1.8 Contain adequate safeguards that the *redevelopment* work will be carried out under the *Plan*.

The *Plan* was prepared using sound planning principles, thus ensuring that the *redevelopment* will be carried out. The *Plan* referred to the Act, grants, incentives, programs, and projects polices were referenced to the *Plan*.

6.1.1.1.9 Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the *Governing Body* deems necessary to effectuate the purposes of this part.

Where appropriate, the *Agency* will impose covenants on property sold or leased to regulate the property, particularly with project use and design, to effectuate this *Plan*.

6.1.1.1.10 Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the *Area*.

The *Governing Body* and *Agency* will follow all applicable statutory requirements if relocation of residential *occupants* is required. Provide an element of residential use in the *Area* if such use exists in the *Area* prior to the adoption of the *Plan* or if the *Plan* is intended to remedy a shortage of *affordable housing* to residential *occupants* of low or moderate

income, including the *elderly*, or if the *Plan* is not intended to remedy such shortage, the reasons therefor. The *Plan* is intended to remedy a shortage of *affordable housing* to residents of low or moderate income, including the *elderly*.

6.1.1.1.11 Contain a detailed statement of the projected costs of the *redevelopment*, including the amount to be expended on publicly funded capital projects in the *Area* and any indebtedness of the *Agency*, the county, or the municipality proposed to be incurred for such *redevelopment* if such indebtedness is to be repaid with *increment revenues*.

APPENDIX D

61.1.1.12 Provide a time certain for completing all *redevelopment* financed by *increment revenues*. Such time certain shall occur no later than 30 years after the fiscal year in which the *Plan* is approved, adopted, or amended according to s. 163.361(1). However, for any *Agency* created after July 1, 2002, the time certain for completing all *redevelopment* financed by *increment revenues* must occur within 40 years after the fiscal year in which the *Plan* is approved or adopted.

All *redevelopment* activities financed by incremental revenues shall be completed no later than September 30th, 2040, following the adoption of this *Plan*.

APPENDIX A

BEGIN AT INTERSECTION OF 15TH STRET EAST AND MARTIN LUTHER KING AVENUE EAST, THEN GO SOUTH ALONG 15TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO A POINT THAT IS 120' EAST OF 14TH STREET EAST, THEN GO SOUTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200', THEN GO WEST ALONG THE CITY LINIT LINE A DISTANCE OF 320', THEN GO NORTH ALONG THE CITY LIMIT LINE A DISTANCE OF 1200' TO 13TH AVENUE THEN CONTINUE WEST ALONG 13TH AVENUE EAST TO 9TH STREET EAST, THEN GO ALONG 9TH STREET EAST FOLLOWNG THE CITY LIMIT LINE A DISTANCE OF 2230', THENCE W N88D54'10*W A DISTANCE OF 142.73', THENCE W N53D11'51" W A DISTANCE OF 1259'78", THENCE NN11D42'27" E A DISTANCE OF 1343.98', THENCE W A DISTANG OF 188' STILL FOLLOWING THE CITY LIMIT LINE TO 6TH STREET EAST, THEN GO NORTH ALONG 6TH STREET EAST TO 13TH AVENUE EAST, THEN GO WEST ALONG 13TH AVENUE EAST TO 1ST STREET THEN GO SOUTH ALONG 1ST STREET TO 17TH AVENUE WEST, THEN TO WEST ALONG 17TH AVENUE WEST TO 5TH STREET WEST, THEN GO NORTH A OF 260' TO 16TH AVENUE WEST, THEN GO WEST ALONG 16TH AVENUE WEST TO 6TH STREET WEST, THEN GO NORTH ALONG 6TH STREET WEST TO 13TH AVENUE WEST, THEN GO WEST ALONG 13TH AVENUE WEST TO 7TH STREET COURT WEST, THEN GO NORTH ALONG 7TH STREET COURT WEST TO 11TH AVENUE WEST, THEN GO WEST ALONG 11TH AVENUE WEST STREET WEST TO 8TH STREET WEST, THEN GO NORTH 8TH STREET WEST AND AN EXTENSION THEREOF TO MARTIN LUTHER KING AVENUE WEST, GO EAST ALONG MARTIN LUTHER KING AVENUE WEST AND MARTIN LUTHER KING AVENUE EAST TO THE POINT OF BEGINNING

APPENDIX B


TAMIAMI TRAIL
COMMUNITY REDEVELOPMENT AREA
Legend
14th St CRA
City of Bradenton
0
200
400
600
Yards
N
E
W
Bradenton
MANATEE COUNTY
BRADENTON
MANATEE COUNTY
6TH STREET W
7TH STREET W
9TH STREET W
15TH STREET W
9TH AVENUE W
10TH AVENUE W
12TH AVENUE W
VIRGINIA DRIVE

APPENDIX C

DIMENSIONAL AND AREA STANDARDS FOR RESIDENTIAL DISTRICTS					
STANDARD	RESIDENTIAL DISTRICTS				
	R-1	R-2	R-3	UV	R-4
MINIMUM LOT AREA IN SQUARE FEET					
One dwelling unit	7,200	6,500	5,000	5,000	3,000
Two dwelling units (9)		8,500	6,000	6,000	
Three dwelling units			7,500	7,000	
Additional area required per unit above 3 units			3,000	1,600	
Maximum density (units/acre)	6	10	15	25*	15
MINIMUM STREET FRONTAGE IN FEET	50	50	50	50	35
Cul-de-sac	25	25	30	30	35
MINIMUM WIDTH AT BUILDING LINE IN FEET (6)(8)					
One dwelling unit	75	60	50	50	35
Two dwelling units (9)		70	60	50	
Three dwelling units			70	60	
MINIMUM SETBACKS (1) IN FEET					
Principal building					
front (2) (8)	20	20	20	10	5
side	8	8	8	5	5
rear	20	20	20	5	5
Accessory building & structures, except fences (7)					
side and rear	5	5	5	5	5
MAXIMUM BUILDING HEIGHT (3) IN FEET	35	35	45	45	
MINIMUM DWELLING UNIT SIZE IN SQUARE FEET (4)					
Single-family unit	1,500	800	800	800	400
Duplex unit		1,500	1,200	1,000	
Multi-family unit			700	700	
MAXIMUM % IMPERVIOUS SURFACE (5)	50%	60%	70%	70%	70%

* A FIVE-UNIT DENSITY BONUS IS PERMITTED WITH THE PROVISION OF AFFORDABLE HOUSING

(1) AN OVERHANG OF UP TO TWO FEET IS PERMITTED TO EXTEND INTO THE REQUIRED SETBACK UNLESS THE OVERHANG WOULD EXTEND INTO A PUBLIC FACILITIES EASEMENT. A VARIANCE OF UP TO 12 INCHES MAY BE APPROVED BY THE PCD DIRECTOR. SETBACKS SHALL BE MEASURED FROM THE RIGHT-OF-WAY UNLESS WAIVED BY THE PCD DIRECTOR PER SUBSECTION 4.1.1.

(2) SECONDARY FRONT YARD SETBACK MINIMUM IS 15 FEET.

(3) ADDITIONAL HEIGHT IS PERMITTED IF ONE FOOT IS ADDED TO THE REAR AND SIDE SETBACKS FOR EACH FOOT OF ADDITIONAL HEIGHT OF THE BUILDING.

(4) EXCLUSIVE OF GARAGES, CARPORTS OR OTHER ENCLOSED AREAS.

(5) INCLUDING BUILDING FOOTPRINT, PAVED DRIVES, PAVED TERRACES, IMPERVIOUS DECKS, SWIMMING POOLS, AND OTHER IMPERVIOUS SURFACES.

(6) REQUIRED ON ONLY ONE FRONTAGE ON A DOUBLE FRONTAGE LOT.

(7) WITH THE EXCEPTION OF FENCES, ACCESSORY BUILDINGS OR ACCESSORY STRUCTURES SHALL NOT BE PLACED ON EASEMENTS.

(8) CUL-DE-SAC LOTS MAY REDUCE LOT WIDTH AT BUILDING LINE BY 25 FEET

(9) SEE SECTION 3.4.5.6 FOR VILLAGE OF THE ARTS OVERLAY DISTRICT.

APPENDIX D

DESCRIPTION	2023	2023A	2024	2025	2026	2027	2028
REVENUES							
Increment Revenue	$ 1,220,612.56	$ 1,220,612.56	$ 1,219,666.07	$ 1,246,636.87	$ 1,273,607.68	$ 1,300,578.49	$ 1,327,549.30
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenue	$ 1,220,612.56	$ 1,220,612.56	$ 1,219,666.07	$ 1,246,636.87	$ 1,273,607.68	$ 1,300,578.49	$ 1,327,549.30
Total Revenue + Fund Balance	$ 1,220,612.56	$ 1,220,612.56	$ 1,219,666.07	$ 1,246,636.87	$ 1,273,607.68	$ 1,300,578.49	$ 1,327,549.30
EXPENSES							
OPERATIONS & MANAGEMENT							
Executive Director	$ 39,599.00	$ 19,634.01	$ 20,525.35	$ 21,472.47	$ 22,479.32	$ 23,550.15	$ 24,689.57
Assistant Director	$ 31,348.00	$ -	$ -	$ -	$ -	$ -	$ -
Program Adminstrator	$ 25,043.00	$ 10,612.35	$ 11,094.13	$ 11,606.06	$ 12,150.27	$ 12,729.06	$ 13,344.93
Public Art Coordinator	$ 5,831.00	$ 8,152.96	$ 8,523.08	$ 8,916.37	$ 9,334.46	$ 9,779.12	$ 10,252.26
CRA Manager	$ 27,719.00	$ 13,513.45	$ 14,126.93	$ 14,778.81	$ 15,471.79	$ 16,208.81	$ 16,993.03
Service Incentive	$ 754.00	$ 319.54	$ 334.05	$ 349.46	$ 365.85	$ 383.28	$ 401.82
FICA Executive Director	$ 2,395.00	$ 1,014.84	$ 1,060.91	$ 1,109.87	$ 1,161.91	$ 1,217.26	$ 1,276.15
FICA Assistant Director	$ 1,994.00	$ -	$ -	$ -	$ -	$ -	$ -
FICA Program Adminstrator	$ 1,560.00	$ 660.62	$ 690.61	$ 722.48	$ 756.35	$ 792.38	$ 830.72
FICA Public Art Coordinator	$ 329.00	$ 459.94	$ 480.82	$ 503.01	$ 526.60	$ 551.68	$ 578.38
FICA CRA Manager	$ 1,629.00	$ 724.78	$ 757.68	$ 792.64	$ 829.81	$ 869.34	$ 911.40
MC Executive Director	$ 561.00	$ 237.45	$ 248.23	$ 259.69	$ 271.86	$ 284.82	$ 298.60
MC Assistant Director	$ 455.00	$ -	$ -	$ -	$ -	$ -	$ -
MC Program Adminstrator	$ 365.00	$ 154.53	$ 161.54	$ 169.00	$ 176.92	$ 185.35	$ 194.32
MC Public Art Coordinator	$ 77.00	$ 107.68	$ 112.57	$ 117.76	$ 123.28	$ 129.16	$ 135.41
MC CRA Manager	$ 381.00	$ 169.59	$ 177.29	$ 185.48	$ 194.17	$ 203.42	$ 213.26
FRS Executive Director	$ 5,374.00	$ 2,277.21	$ 2,380.59	$ 2,490.44	$ 2,607.21	$ 2,731.41	$ 2,863.56
FRS Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FRS Program Adminstrator	$ 5,452.00	$ 2,309.93	$ 2,414.79	$ 2,526.22	$ 2,644.68	$ 2,770.66	$ 2,904.71
FRS Public Art Coordinator	$ 792.00	$ 1,106.44	$ 1,156.67	$ 1,210.04	$ 1,266.78	$ 1,327.13	$ 1,391.34
FRS CRA Manager	$ 3,762.00	$ 1,577.99	$ 1,649.63	$ 1,725.75	$ 1,806.67	$ 1,892.73	$ 1,984.31
HC Executive Director	$ 4,253.00	$ 1,802.02	$ 1,883.83	$ 1,970.75	$ 2,063.16	$ 2,161.44	$ 2,266.02
HC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HC Program Adminstrator	$ 5,253.00	$ 2,114.71	$ 2,210.71	$ 2,312.72	$ 2,421.17	$ 2,536.50	$ 2,659.22
HC Public Art Coordinator	$ 1,289.00	$ 1,802.02	$ 1,883.83	$ 1,970.75	$ 2,063.16	$ 2,161.44	$ 2,266.02
HC CRA Manager	$ 4,253.00	$ 1,802.02	$ 1,883.83	$ 1,970.75	$ 2,063.16	$ 2,161.44	$ 2,266.02
LI Executive Director	$ -	$ 69.92	$ 73.10	$ 76.47	$ 80.05	$ 83.87	$ 87.93
LI Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LI Program Adminstrator	$ 64.00	$ 26.85	$ 28.07	$ 29.36	$ 30.74	$ 32.21	$ 33.76
LI Public Art Coordinator	$ 19.00	$ 42.09	$ 44.00	$ 46.03	$ 48.19	$ 50.49	$ 52.93
LI CRA Manager	$ 70.00	$ 31.13	$ 32.54	$ 34.04	$ 35.64	$ 37.34	$ 39.14
WC Executive Director	$ 100.00	$ 42.09	$ 44.00	$ 46.03	$ 48.19	$ 50.49	$ 52.93
WC Assistant Director	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WC Program Adminstrator	$ 65.00	$ 27.41	$ 28.65	$ 29.98	$ 31.38	$ 32.88	$ 34.47
WC Public Art Coordinator	$ 15.00	$ 20.42	$ 21.34	$ 22.33	$ 23.38	$ 24.49	$ 25.67
WC CRA Manager	$ 70.00	$ 30.98	$ 32.39	$ 33.88	$ 35.47	$ 37.16	$ 38.96
CONTRACTUAL & PROFESSIONAL SERVICES							
Legal	$ 20,000.00	$ 20,000.00	$ 20,907.96	$ 21,872.73	$ 22,898.35	$ 23,989.14	$ 25,149.80
Recording	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Community Visioning	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Public Art Master Plan	$ 30,000.00	$ 30,000.00	$ -	$ -	$ -	$ -	$ -
Business Flare	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit Software	$ 333.00	$ 333.00	$ -	$ -	$ -		$ -
Audit	$ 3,332.00	$ 3,332.00	$ 3,483.27	$ 3,644.00	$ 3,814.86	$ 3,996.59	$ 4,189.96
Rental Property	$ -	$ -	$ -	$ -	$ -	$ -	
Demolition	$ 150,000.00	$ 150,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
METV	$ 9,350.00	$ 9,350.00	$ 9,774.47	$ 10,225.50	$ 10,704.98	$ -	
Axis 360	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Security Service	$ 36,667.00	$ 36,667.00	$ 38,331.60	$ 40,100.37	$ 41,980.69	$ 43,980.50	$ 46,108.39
Soofa Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Freebee	$ 58,240.00	$ 45,367.08	$ 47,426.64	$ 49,615.09	$ 51,941.55	$ 54,415.86	$ 57,048.65
Bank Fees	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00
Appraisal, Survey, Title, Environmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property fee Expense	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
Travel and Per Diem	$ 3,350.00	$ 3,350.00	$ 3,502.08	$ 3,663.68	$ 3,835.47	$ 4,018.18	$ 4,212.59
Communication Services	$ 1,538.00	$ 1,538.00	$ 1,607.82	$ 1,682.01	$ 1,760.88	$ 1,844.77	$ 1,934.02
Freight and Postage	$ 665.00	$ 665.00	$ 665.00	$ 665.00	$ 665.00	$ 665.00	$ 665.00
Zeno Large Copier	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Zeno Large Copier Usage	$ 665.00	$ 665.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Rental Property Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Liability Insurance	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Rental Property Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CRA Owned Property Maintenance	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
Equipment Repair and Maintenance	$ 150.00	$ 150.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Business Cards, Annual Report, Other	$ 1,333.00	$ 1,333.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00
Maintanence Printing and Binding	$ 120.00	$ 120.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Promotional Activities	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
Legal Advertisment	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00	$ 450.00

Property Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Office Supplies	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	
Equipment Under 5000	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	
Cumputer Equipment under 5000	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	
Gear/Uniforms	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	
FRA Annual Dues	$ 832.00	$ 832.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00	$ 850.00	
Bradenton Herald	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	
IEDC	$ 152.00	$ 152.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	
FEDC	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	
Americans for the Arts	$ 25.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	
FL Association of Public Art Professionals	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	
Other Public Art Publications	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	
CRM Software	$ 700.00	$ 700.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	
CAFÉ	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	
Education and Training	$ 5,990.00	$ 5,990.00	$ 5,790.00	$ 5,790.00	$ 5,790.00	$ 5,790.00	$ 5,790.00	
CAPITAL IMPROVEMENT PROJECTS								
Land	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	
Park Improvements and Construction	$ -			$ -	$ -	$ -	$ -	
Infrastructure	$ 350,000.00	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	
Lighting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Public Art Outlay (Chrysallis)	$ 50,000.00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	
Public Art Outlay	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	
REDEVELOPMENT INVESTMENT								
ASSISTANCE TO BUSINESS								
Redevelopment Grant Program	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00	
Grand Palms	$ 20,000.00	$ 20,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ -	$ -	
Astoria	$ 400,000.00	$ 400,000.00						
Community Events	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	
CRA Owned Properties	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Affordable Housing Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
TRANSFERS								
Community Policing	$ 269,959.00	$ 269,959.00	$ 282,214.53	$ 295,237.03	$ 309,080.75	$ 323,804.26	$ 339,470.76	
Code Enforcement	$ 25,000.00	$ 25,000.00	$ 26,134.94	$ 27,340.91	$ 28,622.93	$ 29,986.43	$ 31,437.25	
City Admin Charges	$ 25,000.00	$ 25,000.00	$ 26,134.94	$ 27,340.91	$ 28,622.93	$ 29,986.43	$ 31,437.25	
Annual Expenses	**$ 2,334,272.00**	**$ 2,171,388.05**	**$ 1,328,734.43**	**$ 1,353,355.91**	**$ 1,379,530.06**	**$ 1,306,152.67**	**$ 1,335,230.53**	


CRA
CITY OF
Bradenton