AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, May 22, 2024
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Andy Hoffman with Bethel Church Bradenton

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Code Enforcement Officers' Appreciation Week
Code Enforcement Officers' Appreciation Week Proclamation
b) Legislative: Public Works Week
Public Works Week Proclamation

4. PRESENTATIONS

a) Fire: Fire Department Employee Recognition

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: Resolution 24-34 - Ellis Enterprises Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 24-34
b) Administrative Services: Resolution 24-36 - Ellis Enterprises Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 24-36
c) Administrative Services: Resolution 24-37 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 24-37
d) City Administration: Resolution 24-44 - Revised Information Security Policy Guidelines and Agreement
Resolution 24-44

e) City Administration: Resolution 24-45 - Revised Telework/Telecommute Program Policy and Procedures
Resolution 24-45

f) Clerk: Minutes from the April 10, 2024 City Council Meeting
4-10-2024 City Council Meeting Minutes

g) Clerk: Minutes from the May 8, 2024 City Council Meeting
5-8-2024 City Council Meeting Minutes

h) Community Redevelopment Agency: Revised Public Art Loan and Display Agreement
Revised Public Art Loan and Display Agreement

i) Event Review Committee: Bishop Museum Celestial Affair Gala (Road Closure Only)
Celestial Affair Application and Site Plan

j) Event Review Committee: Bradenton Alive 4th of July Celebration
Bradenton Alive July 4th REVISED Application and Site Plan

k) Event Review Committee: Law Enforcement Torch Run for Special Olympics
Law Enforcement Torch Run Application and Site Plan

l) Event Review Committee: Music in the Park
Music in the Park Application and Site Plan

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:** RESOLUTION 24-20 - CONTINUATION OF PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0223 TO PERMIT AN INDOOR AMUSEMENT CENTER AND LOUNGE AT 412 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3319300004), IN THE T5 TRANSECT ZONING DISTRICT AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 24-20
SU.24.0223 Response to City Council
SU.24.0223 Proposed Conditions
SU.24.0223 Applicant Agreement to Conditions
SU.24.0223 Updated Agent Authorization Forms
SU.24.0223 Application

SU.24.0223 Staff Report

SU.24.0223 Presentation
02-21-2024 Planning Commission Minutes

b) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 24-28 - PUBLIC HEARING
A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0894 TO PERMIT A DISTILLERY/BREWERY FOR PROPERTY LOCATED AT 1008 4TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3291400004), IN THE T6 URBAN CORE TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 24-28
SU.24.0894 Application
SU.24.0894 Staff Report
SU.24.0894 Presentation
04-17-24 Planning Commission Draft Minutes

c) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 24-29 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0895 TO PERMIT A SIDEWALK CAFE WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 1008 4TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3291400004), IN THE T6 URBAN CORE TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 24-29
SU.24.0895 Application
SU.24.0895 Staff Report
SU.24.0895 Presentation
04-17-24 Planning Commission Draft Minutes

d) Planning & Community Development: **Quasi-Judicial**: RESOLUTION 24-30 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0887 TO PERMIT A MAXIMUM OF 10,190 SQUARE FEET OF PRIVATE SCHOOL USE LOCATED AT 817 MANATEE AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3260500059 AND 3262300001), 805 MANATEE AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3262000007), 520 8TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3263800009), 814 6TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3263500005), AND 9TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 32612000059) IN THE T6, URBAN CORE ZONING DISTRICT AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 24-30

SU.24.0887 Application
SU.24.0887 Staff Report
SU.24.0887 - Presentation.pdf

e) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4039 - SECOND READING AND PUBLIC HEARING - APPLICANT REQUESTED A CONTINUANCE
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 9.6 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4039
Staff Report
Zoning Atlas Amendment Application
Request for Continuance - Date Not Certain

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

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

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

Ordinance 4034
Letter from Attorney Christiansen
Actuarial Impact Statement

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

a) City Administration: Surplus Property Bid - 2104 12th Avenue West, Bradenton, FL
Surplus Property Bid Form for 2104 12th Avenue West

b) City Administration: Resolution 24-46 - Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024
Resolution 24-46

9. UNFINISHED BUSINESS

a) City Administration: Agreement of Purchase and Sale between Tropicana Manufacturing Company, Inc. and the City of Bradenton
Agreement of Purchase and Sale

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 4:30 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by

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

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

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

AT COUNCIL MEETING:

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

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come

forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

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

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

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Code Enforcement Officers' Appreciation Week

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A proclamation supporting Code Enforcement Officers' Appreciation Week.

ATTACHMENTS:
Code Enforcement Officers' Appreciation Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Code Enforcement Officers' Appreciation Week
June 3-7, 2024

Whereas, code enforcement officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes and ordinances; and

Whereas, code enforcement officers are often not credited for the jobs that they do in saving lives and improving neighborhoods. Every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

Whereas, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

Whereas, code enforcement officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim the week of June 3-7, 2024, as ***Code Enforcement Officers' Appreciation Week*** and urge all citizens to express appreciation for the dedication and outstanding service provided by the code enforcement officers.

Gene Brown
Mayor
May 22, 2024

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Public Works Week

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A reading of the Public Works Week proclamation.

ATTACHMENTS:
Public Works Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Public Works Week
May 19-25, 2024

Whereas, public works professionals focus on infrastructure systems, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the residents, businesses and visitors of the City of Bradenton; and

Whereas, these infrastructure systems, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees, who are responsible for operating, rebuilding, improving and protecting our City's transportation, drinking water, wastewater and solid waste systems, public buildings and other structures and facilities essential for the daily lives of our citizens; and

Whereas, it is in the public interest for the citizens, civic leaders and business owners to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in the City of Bradenton; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude toward and understanding of the importance of the work they perform; and

Whereas, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***May 19-25, 2024*** as ***Public Works Week,*** and urges all citizens to join with the American Public Works Association to pay tribute to our public works employees and to recognize the substantial contributions they make to protecting our health, safety and quality of life.

Gene Brown
Mayor
May 22, 2024

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Rebecca Desch, Fire

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Fire Department Employee Recognition

SUGGESTED ACTION: Acknowledgement

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On behalf of the Bradenton Fire Department, Fire Chief Tim Geer will recognize Battalion Chief David Foxall's 30 years of service and well-earned retirement.

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-34 - Ellis Enterprises Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION:

Approve the $100,000 in SHIP funding for loan 2305 23rd Avenue West.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This loan will provide $100,000 in Housing Rehabilitation (SHIP) funding to rehabilitate a single family home located at 2305 23rd Avenue West, in Ward 3. The city was awarded SHIP funding from (Financial Housing Finance Corporation) through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation. The funding is provided to the homeowner as a deferred, forgivable loan.

FINANCIAL IMPACT:

The City receives SHIP funding on a reimbursement basis (Fund 180)

ATTORNEY REVIEW/RECOMMENDATION:
The resolution has been reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 24-34.

ATTACHMENTS:
Resolution 24-34

CITY OF BRADENTON

RESOLUTION NUMBER 24-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION **LOAN #747** FOR **2305 23rd Ave W** FOR $100,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to preserve its affordable housing stock by providing funds for housing rehabilitation; and

WHEREAS, Homeowner **Melissa Hefner, 2305 23rd Ave W, Bradenton, Florida 34205** was determined eligible to receive assistance with rehabilitation of her home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Ellis Enterprises for $100,000.00 was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan for **2305 23rd Ave W** for $100,000.00 for **Melissa Hefner**;
2. The Mayor is authorized to execute this Resolution approving the funding;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MAY, 2024.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-36 - Ellis Enterprises Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION:

Approve the $4,140 in SHIP funding grant for 3733 39th Avenue West.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This grant will provide $4,140 in Housing Rehabilitation (SHIP) funding to rehabilitate a single family home located at 2305 23rd Avenue West, in Ward 2. The city was awarded SHIP funding from (Financial Housing Finance Corporation) through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation.

FINANCIAL IMPACT:

The City receives SHIP funding on a reimbursement basis (Fund 180)

ATTORNEY REVIEW/RECOMMENDATION:

The resolution has been reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 24-36.

ATTACHMENTS:
Resolution 24-36

CITY OF BRADENTON

RESOLUTION NUMBER 24-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION **GRANT #761** FOR **3733 39th Ave W** FOR **$4,140.00**; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to preserve its affordable housing stock by providing funds for housing rehabilitation; and

WHEREAS, Homeowner **Marylee Mull, 3733 39th Ave W, Bradenton, Florida 34205** was determined eligible to receive assistance with rehabilitation of her home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by **Ellis Enterprises for $4140.00** was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation grant for **3733 39th Ave W** for **$4,140.00** for **Marylee Mull**;
2. The Mayor is authorized to execute this Resolution approving the funding;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MAY, 2024.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-37 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION:

Approve the $5,000 in SHIP funding grant for 2308 8th Avenue East.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This grant will provide $5,000 in Housing Rehabilitation (SHIP) funding to rehabilitate a single family home located at 2308 8th Avenue East, in Ward 5. The city was awarded SHIP funding from (Financial Housing Finance Corporation) through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation.

FINANCIAL IMPACT:

The City receives SHIP funding on a reimbursement basis (Fund 180)

ATTORNEY REVIEW/RECOMMENDATION:

The resolution has been reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 24-37.

ATTACHMENTS:
Resolution 24-37

CITY OF BRADENTON

RESOLUTION NUMBER 24-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION **GRANT #759** FOR **2308 8th Ave E** FOR $5,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to preserve its affordable housing stock by providing funds for housing rehabilitation; and

WHEREAS, Homeowners **William and Naomi Fletcher, 2308 8th Ave E, Bradenton, Florida 34208** were determined eligible to receive assistance with rehabilitation of their home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Pinnacle Group for $5,000.00 was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation grant for **2308 8th Ave E** for $5,000.00 for **William and Naomi Fletcher**;
2. The Mayor is authorized to execute this Resolution approving the funding;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MAY, 2024.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-44 - Revised Information Security Policy Guidelines and Agreement

SUGGESTED ACTION: Approve Resolution 24-44.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Information Security Policy Guidelines and Agreement approved by Council on April 10, 2019 requires certain changes based on the City's Organizational Chart which was revised on September 27, 2023 adding an IT Director and making IT its own Department, as well as other minor verbiage updates.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 24-44.

ATTACHMENTS:
Resolution 24-44

CITY OF BRADENTON

RESOLUTION NUMBER 24-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE POLICY AND PROCEDURES GOVERNING THE USE OF THE CITY OF BRADENTON'S INFORMATION TECHNOLOGY RESOURCES; APPROVING REVISIONS TO THE POLICY GUDELINES & AGREEMENT; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 12, 2015 the City Council for the City of Bradenton approved an Information Security Policy and Guidelines Agreement governing the policies and procedures for use of the City's information technology resources; and

WHEREAS, on April 10, 2019 the City Council approved a revised Information Policy and Guidelines Agreement to include revisions which allowed for the suspension of privileges in the event of disciplinary action or a longer term absence; and

WHEREAS, it has been determined that the policy requires revisions to reflect certain changes based on the City's Organizational Chart which was revised on September 27, 2023 adding an IT Director and making IT its own Department, as well as other minor verbiage updates;

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

1. The City of Bradenton hereby adopts the revised Information Security Policy Guidelines and Agreement;
2. Said Policy consists of 8 pages and is attached to and a part of this Resolution;
3. Effective Date: This Resolution shall take effect immediately upon adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MAY, 2024.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

INFORMATION SECURITY POLICY GUIDELINES and AGREEMENT

Approved by City Council - August 12, 2015
Revised April 10, 2019
Revised May 22, 2024

PURPOSE: To establish a uniform policy and procedure governing access, use, and security for information service resources.

OVERVIEW: Information and communications systems and networks are an integral part of the business process for the City of Bradenton. It is the responsibility of the Information Technology (IT) Department to provide a trouble-free and secure environment that maximizes workflow for the entire operation. To that end, this document contains the written policies and procedures that all users must read, acknowledge, and follow so that ultimately the organization will:

- Reduce business and legal risk.
- Safeguard the information contained within these systems.
- Protect the interests of citizens.
- Protect the financial resources of the City.
- Comply with copyrights and software licensing rules.

AUTHORITY: Authority has been granted by the Bradenton City Council, as outlined in the City of Bradenton Employee Handbook, to enforce this Policy's administration as it relates to the City's authorized system users.

PROCEDURE:

Policy Administration and General Responsibilities

A. The Information Technology Director or designee shall be responsible for the administration of this security policy.
B. Users requiring access to Law Enforcement Systems or Criminal (CJIS) Data obtain authority and certification separately from the FDLE.
C. Management shall:
    1. Ensure that all appropriate personnel are aware of and comply with these security policies.
    2. Create appropriate performance standards, control practices, and procedures designed to provide a reasonable assurance that all City Users observe the security policies contained herein.
D. All users shall comply with the guidelines set forth in the following sections:
    1. Access Codes and Passwords
    2. Physical Security, Laptop and Mobile Device Security

3. Electronic Communications and Security
4. System Access by Authorized Parties
5. Copyrights and License Agreements
6. Disciplinary Actions for Violations
7. Information Security Policy – Training Guidelines and Agreement for Annual Training
8. Acknowledgement of Information Security Policy - Guidelines and Agreement

1. Access Codes and Passwords

The confidentiality and integrity of data stored on systems purchased and controlled by the City of Bradenton must be protected through access control in order to ensure that only authorized individuals have access. This access shall be restricted to the minimum required level necessary to perform an individual's job function.

A. Human Resources shall immediately notify IT whenever a system user terminates their employment with the organization. Involuntary terminations must be reported concurrent with the termination.

B. All users shall:
   1. Be responsible for all system transactions that are made with his/her user ID and password, or any other user authentication scheme employed.
   2. **Never disclose passwords to others for any reason**.
   3. Comply with password requirements.
   4. **Never use any other's user name and password** as their own in order to gain network or system access.
   5. Log out when leaving for scheduled extended time periods, such as restroom breaks, meetings, seminars or at the end of day. IT policy ensures that a screensaver will deploy after a period of user inactivity
   6. Not attempt to disable any password protection feature of any City-provided equipment.
   7. Never use the auto-complete or save password feature of an operating system and/or software application.

C. Comply with **User Password Requirements:**
   1. Create passwords with the following characteristics:
      a. The length of user selected passwords must be a minimum of (8) eight characters and may be required to be longer. Passwords must be created from a combination of uppercase letters (A - Z), lowercase letters (a - z), numbers (0 - 9), and punctuation marks (! @ # $ % ^ & * ( ) _ + = -) and must contain examples of three (3) out of four (4) character types listed here.

b. All user-chosen computer passwords must be difficult to guess. Personal details such as first or last names, family names, addresses, automobile license plates, social security numbers, and birthdays shall not be used.

2. Change passwords at least every 90 days. Passwords should NOT be reused. A user must select a new password when prompted by the system. The security software is configured to not allow the reuse of passwords for at least (6) six password cycles.
3. Contact the IT Helpdesk to have the user account reset if account is disabled. **User identity will be verified prior to password reset**. Three consecutive failed attempts for user login will result in the user account being disabled.

2. Physical Security

A. All users shall:
1. Store any data storage media out of sight in a designated location approved by the manager when not in use. Any items containing confidential data must be placed in locked storage.
2. Any users that have been granted both direct and indirect access to **CJIS** Criminal Data are additionally bound by a strict set of guidelines that prohibit any form of unauthorized copying or distribution of certain criminal and other law enforcement related data.
3. Avoid environmental hazards to hardware such as food, smoke, liquids, high or low humidity, and extreme heat or cold.
4. Not perform the following activities since they are the responsibility of IT: all hardware and software installations, disconnections, modifications, removals, and relocations. This does not apply to temporary moves of laptop or portable computer hardware.
5. Exercise care to safeguard the valuable electronic equipment assigned to them. An employee or system user who neglects this duty may be held accountable for any loss or damage that may result.

NOTE: The systems, media, and data used by Law Enforcement must not be handled by persons who have not been authorized to do so by the FDLE.

B. Keep portable devices safe. This section pertains to those users who are assigned **portable computers, mobile devices and/or peripherals**. Because of the inherent security risks from the loss or theft, it is the user's responsibility to secure and protect their assigned equipment at all times. The potential loss is twofold; the loss of the equipment itself and any personal, private or sensitive information that it may contain. Therefore, safe practices for portable equipment shall be observed by all users. Users must:

1. Secure all portable devices when unattended.
2. Always use the firewall when using portable computers outside of the City's computer network

3. Report lost or stolen equipment immediately to the Information Technology Helpdesk.
4. Not use any personal portable devices to access CJIS Criminal Data for any reason.

NOTE: The City does NOT provide ANY APPROVED WIRELESS OPEN NETWORKS or condone their use to conduct business. Public networks, such as those found in hotels and airports should be considered not secure for transmission of confidential information.

3. Electronic Communications and Security

This policy establishes the general guidelines for proper use of the **enterprise computer network** and the associated electronic communications. It is the practice of the City of Bradenton to allow users of the enterprise network to have access to a wide variety of research information and resources throughout the world via access to the Internet, e-mail, and other electronic communication facilities. This enhanced access will improve the effectiveness of staff in meeting the demands of the organization.

A. Use systems and peripherals provided to the user for business purposes only. Minimal personal use is permitted solely at the discretion of the departmental director, manager, or supervisor and may be revoked at any time.
B. **Never attempt to connect personal devices to the City of Bradenton's Network Resources for any purpose.** Those individuals that have been granted either indirect or direct access to any CJIS Data shall not access these resources with personal devices for any reasons.
C. Act in an ethical and professional manner. Individuals are not authorized to represent, or speak for, the organization as anyone other than themselves in an official or even an unofficial capacity, while using provided systems or network resources.
D. **Do not install, modify or remove software**. All software installation, modification or removal must be performed by an employee of IT. Any program, especially free downloads (such as screen savers, file utilities, or plug-ins) may conflict with standard applications and must not be downloaded or installed by employees or system users.
E. **Unacceptable Internet and e-mail conduct includes, but is not limited to**:
    1. Opening attachments or clicking on hyperlinks provided within an email from an unknown or potentially malicious source.
    2. Knowingly sending of messages containing viruses or content that are likely to result in the loss of data or corruption of associated systems.
    3. Sending chain letters or unsolicited messages to other users' mailboxes or newsgroups.
    4. Broadcast messages to "all users" without prior approval from the City Administrator's Office.
    5. Any other usage which would cause congestion of the networks or otherwise interfere with the work of others.
    6. Use of Instant Messaging software.

7. Any attempt to breach the security of this or any other organization's systems.
8. Any unauthorized access, or attempt to access, the email of others.

F. Do NOT use the City's network resources for:
1. Disturbing any other user's files or directories.
2. Solicitation of any type or any commercial activities.
3. Any type of personal gain or personal business, including job searches.
4. Political endorsements.
5. Illegal activities.
6. Material prohibited by law.
7. Material of a sexually explicit nature.
8. Jokes, viruses, hoaxes, etc.
9. Music files of any type.
10. Chain letters.
11. Sending copyrighted materials or violating any copyrights.
12. Misrepresenting individual identity.
13. Intercepting, disrupting or altering electronic communications.
14. Threats, harassment, or intimidation of any sort.
15. Obscene or suggestive messages and/or graphical images.

G. Protect information. Specifically barred from transmission over the Internet is proprietary information such as security specific or any information deemed sensitive or confidential under the **Public Records Act**. Any information specifically exempted from the Public Records Act, Section 119 (names and addresses of law enforcement personnel, criminal information, social security numbers, cybersecurity related information, etc.) may not be transmitted over the Internet in any form.

H. Be aware that all **messages** created, sent, or received are considered public record. These messages will be retained for a specified length of time per Florida Statute Chapter 119 and as determined by the Florida Supreme Court and interpreted by the City's Administration. There shall be no expectation of privacy in anything created, stored, sent or received using the office-supplied computer equipment.

I. Non-transitory e-mail messages shall be saved and stored in a safe location as Users are solely responsible to understand and comply with all legal requirements for any public records they create.

J. **REPORT any suspected malware infection, possible outside attempts to gain access, or other systems anomalies immediately to the IT Helpdesk**. The City employs centralized information security monitoring as well as enterprise level malware scanning and removal. Never attempt to disable any protective software, scanners, services, or devices for any reason.

NOTE: City Officials maintain the right to monitor and log any and all aspects of its computer system including, but not limited to, monitoring Internet sites visited by users, monitoring chat and newsgroups, monitoring file downloads, and all communications sent and received by users. E-mail messages are centrally logged and archived the moment they are sent or received, and are subject to review at any time. The IT Department reserves the right at any time and without notice, if necessary, to monitor and adjust Internet resources and access in order to assure these Internet resources are available to conduct City business.

4. Systems Access by Authorized Parties

A. Authorized network or remote access is granted to users based upon two criteria. First, all changes in systems access including new accounts must be documented and approved by a City Department Head or designee. Second, all access is granted at the minimum required level necessary to perform an individual's job function.
B. **Remote access** is a tool utilized by IT and is required to troubleshoot computer issues on behalf of the end user. The end-user shall be notified in advance if IT or other authorized agent will be connecting to their computer remotely to assist them in resolving a system issue under most circumstances.
C. Notify IT in advance if network access is necessary for a third party, such as a software vendor, to view your computer's desktop through web-sharing-type software.
D. Change in Active Status: The City of Bradenton shall reserve the right to suspend network and computer access when a system user is terminated, under disciplinary investigation, or away from their duties for an extended period of time; for reasons of, but not limited to a granted leave of absence as well as a paid or unpaid work suspension. Human Resources shall be responsible for providing written prior notice to IT informing of the user's change in active status; allowing for immediate and concurrent system access and privileges suspension. ***[Item D added 4/10/19]***

NOTE: The security practices related to log file management shall be subject to review by an independent third party such as the FDLE.

5. Copyrights and License Agreements

It is the policy of the City of Bradenton to always comply with all laws regarding intellectual property. As such, its system users are legally bound to comply with the **Federal Copyright Act** (Title 17 of the U.S. Code) and all proprietary software license agreements. Non-compliance can expose the office and the responsible employee or system user to civil and/or criminal penalties.

A. IT shall maintain records of software licenses owned by the City of Bradenton and may periodically scan computers to verify that only authorized software is installed.
B. Employees or system users shall not
   1. Install any personal or organizationally owned software on their own.
   2. Copy software and/or upload or download programs.
   3. Modify existing software.
   4. Knowingly violate any licensing agreement.

6. Disciplinary Actions for Violations

These guidelines are in addition and supplemental to the City of Bradenton's Employee Handbook. **Failure to observe this Information Security Policy - Guidelines and Agreement may result in disciplinary action and/or immediate removal of system and network resources access.**

In the event an individual is suspected of violating federal, state, or local laws, including those activities specified in Chapter 815 of the Florida Statutes (known as the Florida Computer Crimes Act), all relevant material shall be made available to the appropriate law enforcement agency for investigation and possible prosecution.

7. Information Security Policy – Training Guidelines and Agreement for Annual Training

A. To ensure ongoing compliance to this Policy, parties needing to gain access to the City of Bradenton's Network and System Resources shall obtain and maintain the proper Information Security Training conducted by IT.
B. New employees or system users shall attend this training prior to initial access of these electronic resources.
C. New employees or system users shall be required to complete cybersecurity training within 30 days after commencing employment as required by Florida Statute 282.3185.
D. Employees and system users shall be required to attend follow up training to maintain continuous systems access.

The Remainder of this Page is to be left blank.

INFORMATION SECURITY POLICY GUIDELINES and AGREEMENT

8. Acknowledgment of Information Security Policy - Guidelines and Agreement

This form is used to acknowledge receipt of, and compliance with, the City of Bradenton's Security Policy Guidelines and Agreement.

Complete the following steps:

A. Read the Information Security Policy - Guidelines and Agreement Procedures.
B. Sign and date this Acknowledgment.
C. Return Acknowledgment to IT

NOTE: Failure to return Acknowledgment, or comply with these guidelines, will result in suspension of network access privileges.

By signing below, I agree to the following terms:

1. I have received, read, understood, and will comply with the "City of Bradenton's Information Security Policy - Guidelines and Agreement." Failure to do so will result in an immediate restriction of systems access and possible other disciplinary action pursuant to the City of Bradenton's Personnel Policies.

2. I understand and agree that any computing or communications equipment, software, network resource, and storage media provided to me by the City of Bradenton may contain confidential information and that this information remains the property of the City at all times.

3. I agree that I shall immediately return to the City the original and copies of any and all software, computer materials, or computer equipment that I may have received from the City that is either in my possession or otherwise directly or indirectly under my control, upon request or termination.

Employee / System User Signature: _____

Printed name: _____ Date: _____

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-45 - Revised Telework/Telecommute Program Policy and Procedures

SUGGESTED ACTION: Approve Resolution 24-45.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 18, 2020, due to the COVID-19 Pandemic City Council approved a Telework/Telecommute Policy. The Policy requires revisions to reflect certain changes addressing requests of employees of the City of Bradenton to work remotely in certain circumstances, as well as other minor verbiage updates.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 24-45.

ATTACHMENTS:
Resolution 24-45

CITY OF BRADENTON

RESOLUTION NUMBER 24-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE POLICY AND PROCEDURES GOVERNING THE CITY OF BRADENTON'S TELEWORK/TELECOMMUTE POLICY; APPROVING REVISIONS TO THE POLICY; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 18, 2020, due to the COVID-19 pandemic, the City Council for the City of Bradenton approved a Telework/Telecommute Program and Policy; and

WHEREAS, it has been determined that the policy requires revisions to reflect certain changes addressing requests of employees of the City of Bradenton to work remotely in certain circumstances, as well as other minor verbiage updates;

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

1. The City of Bradenton hereby adopts the revised Telework Telecommute Program & Policy;
2. Said Policy consists of 5 pages and is attached to and a part of this Resolution;
3. Effective Date: This Resolution shall take effect immediately upon adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MAY, 2024.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

TELEWORK / TELECOMMUTE PROGRAM

Approved by City Council – Resolution 20-36 dated March 18, 2020

Revised and approved by City Council – Resolution 24-45 dated May 22, 2024

PURPOSE: The purpose of this policy is to establish guidelines and procedures for teleworking, or telecommuting, from a location outside the normal work environment, on a full-time or part-time basis. This program may be on a temporary basis as needs may arise during an emergency event or other short-term situation. Authorization for remote work will be limited; employees are expected to be present while working.

OVERVIEW: Teleworking, or telecommuting, is the concept of working remotely from home or another location on a full-time or part-time basis. Teleworking is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the City. Only those positions where the job can be efficiently and effectively conducted remotely without a negative impact to customer service or City operations will be considered. The City has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time.

SCOPE: The scope of this policy is to outline the procedures for teleworking, and to set forth the roles and responsibilities of all parties engaged in teleworking. An Acknowledgment on page 4 of this document must be signed and returned by the participating parties prior to beginning this program.

PROCEDURES:

Compensation and work hours

Unless previously agreed upon, the employee's compensation, benefits, work status and work responsibilities will not change due to participation in the teleworking program. The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program. All compensable time must be tracked by the employee, verified by the supervisor and submitted in the payroll system. Any misrepresentation of time is a Group III Offense per the City's Employee Handbook, Chapter 7.

Eligibility

Successful teleworkers have the support of their supervisors. Employees will be considered based on the following:

- Reason for the request
- Suitability of their jobs
- An evaluation of the likelihood of their being successful teleworkers
- An evaluation of their supervisor's ability to manage remote workers
- Length of time of request

Each Department Director will determine the appropriateness of this program. Department Directors shall provide Information Technology with a specific use-case for each teleworker that establishes the minimum requirement for applications and software needed, in writing. This form will be sent by the IT helpdesk upon request.

TELEWORK / TELECOMMUTE PROGRAM

Approvals for temporary remote work will be granted on a temporary basis based on the circumstances warranting the request. Agreements granting an employee to work remotely will be reviewed periodically to determine if the necessity to work remotely remains in effect. Employees requesting an extension of an agreement allowing temporary remote work will be required to submit a new Acknowledgement form upon the granting of an extension.

All employees in a telework position will follow the same public record and Government in the Sunshine rules as if working in their on-site work environment.

Equipment/Tools

The City may provide specific tools/equipment for the employee to perform his/her teleworking duties. This may include computer hardware, computer software, phone lines, email, voice-mail, connectivity to host applications, and other applicable equipment as deemed necessary. This equipment shall be secured at all times and maintained under the control of the remote worker. PLEASE NOTE: For reasons of security and remote access resource availability, not all applications presently available within the city's internal network shall be available for outside use. All efforts will be made to make accommodations where feasible.

All existing City of Bradenton Information Technology's Security Policies must be followed in all circumstances.

The use of equipment, software, data supplies and furniture when provided by the City for use at the remote work location is limited to authorized persons and for purposes relating to City business. No user modifications to hardware or software configurations are permitted. The City will provide for repairs to City equipment, which may necessitate that equipment be returned to City Hall, as remote onsite service may not be made available.

A "loaner" laptop may be provided by IT when available. Loaner computers will vary in performance and configuration. Loaners must be returned to IT upon request.

Workspace

The employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking. The employee shall be responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working during the telework arrangement. The working environment should be well lit, ventilated, and large enough to comfortably accommodate the employee and any equipment they will be using and be free of clutter and physical obstructions. The working environment should have enough electrical outlets to safely power all of the equipment needed for work and all wires and electrical cords must be kept secured and out of the way.

Confidentiality - Exercise Caution:

Much of the work conducted by remote workers may be deemed as confidential or categorized as protected data (e.g., CJIS, PCI, HIPAA, Social Security, passwords, personal information, etc.). Any City materials taken home should be kept in the designated work area and not be made accessible to others. The employee will properly maintain City information and documents and prevent unauthorized access to any City system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the City. Additionally, every effort should be made to maintain the privacy of

this information, as presented by computer screens or from documents, from the view of other individuals who may be nearby.

The City has the right to make on-site visits (with advance notice) to the remote work location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve City-owned equipment, software, data or supplies.

Office Supplies
Office supplies will be provided by the City as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's supervisor.

Liability
The employee's remote workspace will be considered an extension of the City's workspace. Therefore, employees who telecommute will be covered by workers' compensation for all job-related injuries or illnesses occurring while in the course and scope of their employment and during their agreed-upon work period.

The employee's off-site work hours will conform to a schedule agreed upon by the emplo yee and his or her supervisor. If such a schedule has not been agreed upon, the employee's work hours will be assumed to be the same as before the employee began teleworking.

The City assumes no liability for injuries occurring in the employee's workspace outside the agreed-upon work hours. In the event of a job-related incident, accident, or injury during the agreed-upon work hours, the employee shall report the incident, accident, or injury to their supervisor and/or Risk Management immediately and follow established City procedures to report and investigate. City staff will conduct an investigation that includes a home safety inspection.

Workers' compensation will not apply to non-job-related injuries or illnesses that occur while teleworking. The employee remains responsible for injuries to third parties, visitors, and/or members of the employee's family on the employee's premises.

Dependent Care
Teleworking is not a substitute for dependent care. Teleworkers will not be available during City core hours to provide dependent care. Exceptions to this policy (i.e. flexible work hours) must be agreed upon between the employee and their supervisor.

Income Tax
It will be the employee's responsibility to determine any income tax implications of maintaining a home office area. The City will not provide tax guidance nor assume any tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

Communication
Employees must be available by phone and email during their core business hours. Participants must still be available for staff meetings, and other meetings deemed necessary by management. In specific circumstances, the City may pay specialized, work-related voice and data communication charges that may be required. This will be evaluated on a case-by-case basis.

Evaluation
The employee shall agree to participate in studies, inquiries, or analyses related to this program.

The employee remains obligated to comply with all City rules, including the Employee Handbook, labor contracts, and Standard Operating Procedures pertinent to the employee's department.

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

TELEWORK / TELECOMMUTE PROGRAM

ACKNOWLEDGMENT

City of Bradenton Telework / Telecommute Program

This form is to acknowledge receipt of, and intent to comply with, the City of Bradenton's Telework / Telecommute Program Policy.

Complete the following steps:

1. Read and understand the Telework / Telecommute Program Policy
2. Review and understand the current City of Bradenton Information Technology Security Policy
3. Sign and date this Acknowledgment
4. Return this signed Acknowledgment to your immediate supervisor.

NOTES:

- This Acknowledgment must be read, understood and signed **prior to performing in a telework capacity** for the City of Bradenton**.**
- Failure to return this Acknowledgment, or comply with these guidelines, will result in disciplinary action.

By signing below, I agree to the following terms:

1. I have received, read, understood and will comply with the City of Bradenton's Telework / Telecommute Program Policy. Failure to do so will result in disciplinary action.
2. This document will be retained in my Human Resources' employee file.

Employee Signature: _____

Printed name: _____ Date: _____

Department Director's Signature: _____

Printed name: _____ Date: _____

City Administrator or Designee's Signature: _____ Date: _____

Printed name: _____ Date: _____

Distribution: Original to HR employee file, copies to supervisor and employee

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

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

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

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

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

ATTACHMENTS:
4-10-2024 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

April 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, April 10, 2024.

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

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

The pre-meeting invocation was led by Pastor Don Sturiano with Kingdom Life Christian Church.

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

PROCLAMATIONS:

a) Legislative: National Arbor Day

Jaime Schindewolf, Senior Planner, accepted the proclamation and announced the City of Bradenton was declared a "Tree City" for the 29th year. She added that there would be tree giveaway events on April 20, 2024, at Trinity United Methodist Church and on April 26, 2024, at Palma Sola Botanical Gardens.

b) Legislative: National Public Safety Telecommunications Week

Police Chief Melanie Bevan accepted the proclamation, along with Fire Chief Tim Geer. They emphasized the importance of telecommunicators and public safety. Bradley Myers, Communications Manager, thanked the Council for their support and the recognition. Councilman Cramer gave kudos to communications staff for relaying information to public safety quickly, accurately, and professionally.

c) Legislative: Suncoast Remake Learning Days

Beth Duda, Suncoast Campaign for Grade-Level Reading Director, accepted the proclamation and spoke about the 304 free events happening in Manatee, Sarasota, Charlotte, and DeSoto Counties.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Carolyn Fairbank, 606 3rd Avenue West, voiced her concerns with people riding electric scooters and bicycles along the Riverwalk.

Mayor Brown requested that Chief Bevan speak with Ms. Fairbank regarding safety initiatives for the Riverwalk.

CONSENT AGENDA:

a) Administrative Services: Resolution 24-31 - Remco Builders, Inc. Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
b) City Administration: Resolution 24-25: Award of Contract, Tie-Breaking, and Protest Policy & Procedures in Competitive Solicitations
c) City Administration: Memorandum of Understanding (MOU) between the City of Bradenton, Manatee Community Foundation, and Pittsburgh Associates of Florida for a Historical Marker entitled "The Bradenton Nine Devils"
d) Clerk: Minutes from the March 13, 2024 City Council Meeting
e) Clerk: Minutes from the March 27, 2024 City Council Meeting
f) Community Redevelopment Agency: Mural Artist Agreement for City Centre Parking Facility
g) Planning & Community Development: Request for Expenditure of Tree Mitigation Funds
h) Public Works & Utilities: Award of Contract for NW Ward 5 Water Main Improvements
i) Public Works & Utilities: Resolution 24-33 - FDOT Agreement for Southern Parkway West Streetscape
j) Purchasing: Agreement with Philips Healthcare
k) Purchasing: Guaranteed Maximum Price (GMP) Addendum to Agreement for Construction Manager at Risk (CMAR) Services for The City of Bradenton Fire Station #2 Project
l) Purchasing: PB-22-007TWS Contract Extension with Consolidated Resource Recovery, Inc.
m) Purchasing: Agreement PB-24-011MK with Palmdale Oil Company, LLC
n) Purchasing: Agreement PB-24-012MK with Sunoco, LLC

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

Vice Mayor Barnebey explained that the Southern Parkway improvements, as noted in Item I, were years in the making. She was pleased that the project was finally coming to fruition.

MOTION TO APPROVE CONSENT AGENDA ITEM I was made by Vice Mayor Barnebey and seconded by Councilman Cramer. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

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

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

Greg DeLong, Planning and Community Development Assistant Director, explained that following the continuation at the March 13, 2024 City Council meeting, the applicant agreed to the following stipulations:

1. Age limited to 21 and older after 8:00 p.m. daily, with signage on the front door depicting the regulation.
2. Alcohol sales shall be limited to beer and wine only with no liquor sales.
3. Games shall be limited to pinball and video games with no simulated gambling machines.
4. No interior access to the adjoining properties.
5. Front window will not be obscured with means that would block views into the establishment.
6. Signage and advertising shall cover more than 1/3 of the total window area.
7. Work with the Community Development Agency (CRA) on Crime Prevention Through Environmental Design (CPTED) funding and with the Police Department on CPTED principles and safety strategies.

Staff Recommendation:

> *"Based on Staff's findings in response to the review criteria established for a Special Use permit, staff recommends approval of Resolution 24-20, Case Number SU.23.4849, as submitted. The Planning Commission met on February 21, 2024, and recommended approval of Resolution 24-20, Case SU.24.0223, as submitted with a vote of 6-0."*

Vice Mayor Barnebey reiterated her concerns regarding the lack of hours of operation.

Edgar Pantoja, co-owner and applicant, approached the podium. Mr. Pantoja expressed a preference to remain open after nearby bars close to cater to late-night food crowds. Councilman Cramer was concerned with selling food after the bars closed because of issues in the past. City Administrator Rob Perry and Mayor Brown discussed current downtown issues with late-night crowds.

Vice Mayor Barnebey inquired about the approval of the special use and stipulations, asking if they would apply indefinitely to the property. City Attorney Scott Rudacille confirmed that was the case.

Following a discussion regarding the recommended stipulations, Chief Bevan requested an additional stipulation for the requirement that patrons over 21 years of age wear an armband. She was concerned that police officers would need to check patrons' identification constantly, and the use of armbands could help in identifying those under 21 years of age.

Councilwoman Gonzalez Moore requested the additional stipulation that the owner must maintain the indoor amusement and lounge special use so that if this particular business does not succeed, the same type of business must occupy the space. Attorney Rudacille stated that if the applicant agreed, he would draft the stipulation language tying the two special uses together.

Mayor Brown called a recess at 9:32 a.m., and the meeting reconvened at 9:46 a.m.

Mr. DeLong presented the additional stipulations that patrons over 21 years of age must wear wristbands after 8:00 p.m.; the indoor amusement center use shall be the primary use of the property and encompass a majority of the floor area; and the establishment/use shall close between the hours of 2:00 a.m. and 6:00 a.m.

The public hearing was opened and anyone that wished to speak was invited to come forward.

John Paul Taylor, co-owner and applicant, approached the podium. He explained that he would like to operate the business in the morning to offer breakfast and coffee while Mr. Pantoja would oversee late-night operations. He reiterated that they do not want any trouble late at night but would like the ability to stay open until 2:00 a.m.

MOTION TO CONTINUE THE PUBLIC HEARING FOR RESOLUTION 24-20 UNTIL THE APRIL 24, 2024 CITY COUNCIL MEETING STARTING AT 8:30 A.M. IN COUNCIL CHAMBERS was made by Vice Mayor Barnebey and seconded by Councilwoman Kocher. The motion passed 4-1. Councilman Cramer voted no.

b) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4025 – 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 T4-R, GENERAL URBAN RESTRICTED, TO T4-O, GENERAL URBAN OPEN, FOR PROPERTIES LOCATED AT 910 RIVERSIDE DRIVE EAST, 111 10TH STREET EAST, 1008 RIVERSIDE DRIVE EAST, 1010 RIVERSIDE DRIVE EAST AND 1020 RIVERSIDE DRIVE EAST (PARCEL ID NUMBERS 3219300005, 3210500359, 3210500309, 3212400000, AND 3210500409); PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Schindewolf explained that Ordinance 4025 was a Zoning Atlas Amendment to rezone parcels from T4-R to T4-O. She added that the properties are approximately 1.27 acres and currently a mixture of single-family residential homes and vacant land.

Ms. Schindewolf presented Zoning and Future Land Use maps of the subject parcels, permitted uses, and images of the surrounding area. Additionally, she shared a chart from the Form Based Code detailing height bonuses. She indicated that in T4-R, structures should be one to two and a half stories, with a potential height after all bonuses of three and a half stories. In T4-O, she continued, structures should be one to three stories, with a potential height after all bonuses of six stories.

Ms. Schindewolf concluded that the rezoning request meets the intent of the Land Use Regulations and the Form Based Code, meant to promote a walkable, mixed-use, urban downtown core.

Staff Recommendation:

> *"Staff recommends approval of the rezoning request from T4-R to T4-O. On February 21, 2024, the Planning Commission heard the case and voted to recommend approval. On March 20, 2024, the Planning Commission again heard the case due to an advertising error. The Planning Commission voted to recommend approval."*

Councilwoman Kocher inquired about the impacts of the proposed changes for the two residential properties adjacent to the subject parcels. Ms. Schindewolf explained the changes would allow for retail buildings, display galleries, restaurants, kiosks, sidewalk cafes, special use lounges, secondhand stores, special use exhibition centers, movie theaters, museums, special use indoor amusement centers, special use outdoor amusement centers, special use outdoor auditoriums, special use passenger terminals, playgrounds, and sports stadiums. She noted the change could also allow for some automotive uses, but the Future Land Use category would prohibit those uses.

Ms. Schindewolf added that the rezoning request is a continuation of the T4-O zoning that surrounds these few parcels. She continued that the rezoning would leave two remaining parcels zoned T4-R, but this was not unprecedented in the immediate area.

Margaret Tusing, Senior Planner with ZNS Engineering and representative for the applicant, approached the podium. She explained that the owner of the property also owned several of the surrounding properties. Ms. Tusing stated the T4-R zoning was more restrictive for commercial uses

because T4-R was more focused on residential and limited commercial. She added that the request would not increase the density or the intensity of the site because that was controlled by the Future Land Use category. Ms. Tusing concluded that the intent for the property was to construct a restaurant and retail shops.

Carl Callahan, representative for the applicant, explained that when the Riverwalk was constructed, it was the intent at the time to have amenities on both the west portion and the eastern portion. He added that this change would allow for restaurants and retail spaces to be built.

The public hearing was opened and anyone that wished to speak was invited to come forward.

Those who spoke in opposition of the rezoning:

Dr. Paul Grivas, Esq., 106 9th Street East, presented several images of the area and voiced concerns that the owner planned to construct a Daiquiri Deck bar and restaurant. He was concerned with ingress, egress, and traffic flow.

Lydia Copa, 1002 3rd Avenue East, voiced concerns regarding parking along 3rd Avenue East and the need for additional crosswalks to the entrances of Glazier-Gates Park.

Ron Allen, 2822 Riverview Boulevard, reiterated that the intent while constructing the Riverwalk was to have amenities on both the east and the west side of the Riverwalk. He added that the Daiquiri Deck was not a bar that serves food, but was a restaurant first and foremost.

The public hearing was closed.

Mayor Brown agreed that addressing parking and crosswalks in the area should be prioritized.

Troy Syprett, applicant and President of Daiquiri Deck Inc., approached the podium and presented a menu from the restaurant. He emphasized the fact that the Daiquiri Deck sells more food than alcohol. He spoke about the current amenities and apartment complexes along the Riverwalk. He felt a Daiquiri Deck restaurant would be a great addition to the area.

Discussion: Narrow streets in the area, parking, and planning the City's growth.

MOTION TO APPROVE ORDINANCE 4025 was made by Councilwoman Kocher and seconded by Councilman Cramer. The motion passed 5-0.

c) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4026 – 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 T4-O, GENERAL URBAN OPEN TO T5, URBAN CENTER, FOR PROPERTIES LOCATED AT 214 9TH STREET EAST, 208 9TH STREET EAST, 112 9TH STREET EAST, 110 9TH STREET EAST, 108 9TH STREET EAST, 406 9TH STREET EAST, 304 9TH STREET EAST, AND 402 9TH STREET EAST (PARCEL ID NUMBERS 3134700008, 3134800006, 3134900004, 3135000002, 3135100000, 3137900001, 3136200007, AND 3137500009); REMOVING PROPERTIES LOCATED AT 214 9TH STREET EAST, 208 9TH STREET EAST, 112 9TH STREET EAST, 110 9TH STREET EAST, 108 9TH STREET EAST, 406 9TH STREET EAST, 304 9TH STREET EAST, 301 9TH STREET EAST, 201 9TH STREET EAST, 825 3RD AVENUE EAST, 108 8TH STREET EAST, 106 8TH STREET EAST, 807 3RD AVENUE EAST AND 402 9th STREET EAST (PARCEL ID NUMBERS 134700008,

3134800006, 3134900004, 3135000002, 3135100000, 3137900001, 3136200007, 3218500001, 3217800006, 3135800005, 3139200004, 3140300009, 3137500009 AND 3138800002) FROM THE ANTIQUES OVERLAY DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Schindewolf explained the applicant requested a Zoning Atlas Amendment to rezone certain parcels from T4-O (General Urban Open) to T-5 (Urban Center) and to remove parcels owned by MRW Associates, LLC from the Antique Overlay District.

She said the subject parcels west of 9th Street East have an underlying Future Land Use designation of Urban Central Business District (UCBD). She explained that the applicant is requesting that all of the subject parcels be removed from the Antique Overlay District and that the parcels zoned T4-O be rezoned to T-5.

Ms. Schindewolf said the parcels to the east of 9th Street East, which are zoned T4-O and are only requested to be removed from the Antique Overlay District, have an underlying Future Land Use designation of Urban Village (UV). The subject properties are currently a mixture of single family residential, vacant, and one duplex.

The neighborhood consists primarily of single-family homes with some vacant lots. There are a couple duplexes in the area. Glazier-Gates Park is a block to the east of the rezoning request, and the eastern portion of Riverwalk is nearby. Images were on display showcasing the existing character of the neighborhood.

Ms. Schindewolf explained that the difference in zoning was the allowance for hotels; however, green houses and veterinary clinics were not allowed. She added that the change to T-5 would also allow for a maximum height based on bonuses of 12 stories instead of 6 stories allowable for T4-O zoning.

Staff Recommendation:

> *"Based on the criteria, staff recommends approval of the removal of the stated properties from the Antiques Overlay District. City Council may want to consider the practicality of keeping the overlay district active as a whole.*
>
> *On February 21, 2024, Planning Commission heard the case and voted to recommend approval of both requests. On March 20, 2024, Planning Commission again heard the case due to an advertising error. Planning Commission voted to recommend approval of both requests."*

Vice Mayor Barnebey shared the history of the Antiques Overlay District, which was redevelopment by encouraging antique sales by residents and business owners in the area.

Ms. Tusing presented other properties the applicant owns and spoke about the opportunity to add a residential project there.

Mr. Callahan offered further history on the Antiques Overlay District, designed to mirror the success of Village of the Arts by permitting antique sales in the residential area. He said Mr. Syprett had the desire to work with the City to develop the area, including improving infrastructure.

Mr. Syprett discussed his plans to acquire a few more properties in the area and how he envisioned the development would improve walkability along the eastern portion of the Riverwalk.

The public hearing was opened and those that wished to speak were invited to the podium.

Lydia McNeil, 1002 23rd Avenue East, voiced her concerns with the lack of infrastructure in place in the area how developing the area could bring more traffic and safety concerns.

Bill Sanders, Bradenton, spoke in opposition of the project.

Dr. Grivas reiterated his concerns with the project.

Mr. Syprett explained that the zoning request was only for a small portion of properties in the area and would not increase the density. He reiterated that he wished to work with the City to improve infrastructure in the area.

The public hearing was closed.

Councilwoman Gonzalez Moore spoke in favor of development in the area and looked forward to the applicant working with the City to remedy safety and connectivity concerns.

MOTION TO APPROVE ORDINANCE 4026 was made by Councilwoman Kocher and seconded by Councilman Cramer. The motion passed 5-0.

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

a) City Administration: Guaranteed Maximum Price (GMP) Addendum to Agreement for CMAR Services with NDC Construction for the LECOM Park Facility Upgrade

Mr. Perry explained that the upgrades to LECOM Park were for Player Development Standards required by Major League Baseball. He said the Guaranteed Maximum Price for the upgrades was $1,810,000, which included the Construction Manager at Risk (CMAR) fees.

MOTION TO APPROVE THE GUARANTEED MAXIMUM PRICE ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGER AT RISK SERVICES WITH NDC CONSTRUCTION FOR THE LECOM PARK FACILITY UPGRADE was made by Vice Mayor Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

Discussion: Encouraging vendors to order parts well in advance because of long lead times.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Vice Mayor and Councilwoman Ward II Marianne Barnebey: Vice Mayor Barnebey was pleased to announce she would be attending the Manatee Chambers Young Professional Awards ceremony on April 11, 2024.

Vice Mayor Barnebey announced the Manatee Seminole Club would be hosting its annual golf tournament on May 17, 2024.

Vice Mayor Barnebey spoke about the successes of the recently redesigned Lewis Park; however, she implored visitors to keep their dogs on a leash in the park.

Councilman Ward III Josh Cramer: Councilman Cramer announced the PACE Center for Girls would be holding the "Best Dressed Duck" entries on April 12, 2024, at Firkins.

Councilman Cramer spoke highly of watching the total eclipse with his family while they were in the path of totality.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore was pleased to announce that she learned at the Tampa Bay Regional Planning Council meeting that the Sarasota Bay Estuary Program was made part of the Agency on the Bay and Coastal Management. She stressed the importance of citizen input on resiliency and City projects.

Councilwoman Gonzalez Moore was pleased to meet the new Public Works and Utilities Assistant Director Brandy Colandrea.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman echoed Councilwoman Gonzalez Moore's comments about public comment and information sharing regarding infrastructure projects. She also implored the public to submit their comments on the visioning project.

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher looked forward to the Bradenton Marauders baseball schedule and encouraged attendance at the games.

Councilwoman Kocher announced SweetFleet would be performing at Music in the Park on April 11, 2024, beginning at 6:00 p.m.

Councilwoman Kocher announced there would be a ribbon-cutting ceremony at the Bradenton Kiwanis Club's all-inclusive playground at Tom Bennett Park on May 8, 2024, at 10:00 a.m.

Mayor Gene Brown: Mayor Brown spoke highly of throwing the first pitch at the Marauders baseball game and Vice Mayor Barnebey singing the National Anthem. He looked forward to the themed games that season.

DEPARTMENT HEAD REPORTS:

Lance Williams, Chief Operating Officer, introduced the new Public Works and Utilities Deputy Director Brandy Colandrea and spoke highly of her qualifications. Ms. Colandrea thanked Council for the opportunity and looked forward to working at the City.

Robin Singer, Planning and Community Development Director, announced that more than 600 individuals responded to the survey for the City's visioning project. She indicated that the survey would be available for another week and that surveys were also available in Spanish.

Mayor Brown adjourned the meeting at 12:32 p.m.

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

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the May 8, 2024 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the May 8, 2024 City Council meeting.

SUGGESTED MOTION:
Motion to approve the minutes from the May 8, 2024 City Council meeting.

ATTACHMENTS:
5-8-2024 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

May 8, 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, May 8, 2024.

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

Mayor Gene Brown was excused.

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

The pre-meeting invocation was led by Pastor Don Sturiano with Kingdom Life Christian Church.

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

Vice Mayor Barnebey called the meeting to order at 8:36 a.m.

PROCLAMATIONS:

Legislative: Police Week and Peace Officers Memorial Day

Melanie Bevan, Police Chief, accepted the proclamation and then spoke about the sacrifices the men and women of the Bradenton Police Department made every day in service to the City. She spoke about tragic events across the country where officers lost their lives in the line of duty.

In turn, Councilmembers expressed their appreciation for the Police Department's protection and officers' sacrifices.

Legislative: Salvation Army Week

Tom Richmond and Jenny Richmond, Commanding Officers of The Salvation Army, thanked Council for the proclamation and spoke about the history of The Salvation Army in Manatee County.

Legislative: Professional Municipal Clerks Week

Tamara Melton, City Clerk, accepted the proclamation and thanked Council for the recognition.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Bill Sanders, 2502 Riverside Drive, voiced his concerns with how the City had operated in the past.

CONSENT AGENDA:

a) City Administration: Agreement Related to Temporary Monopole at the City of Bradenton's Elevated Water Tank No. 3 Providing Temporary Construction and Access and Utility Easement to Providers and Agents
b) Clerk: Minutes from the April 24, 2024 City Council Meeting
c) Finance: Budget Adjustment BA24-08
d) Legislative: Resolution 24-32 - Bradenton Housing Authority Reappointment
e) Purchasing: IFB #21-01MK Contract Extension with J & M Materials of Riverview, Inc.
f) Purchasing: PB-20-01MK Contract Extension with Advanced Roofing, Inc.
g) Purchasing: PB-24-014EJ Agreement with C & D Industrial Maintenance, LLC

Vice Mayor Barnebey requested Rob Perry, City Administrator, to explain the mid-year budget adjustment as referenced as Consent Agenda Item C. Mr. Perry explained that in the middle of every fiscal year, City staff reviews the budget for any discrepancies. He said there were several line items budgeted that staff had no way of knowing with precision what those numbers would be. One example, he continued, was interest earned on investments which was approximately $325,000 more than originally budgeted. He said another example were repairs at lift stations 3 and 13 and invited Kim Clayback, Infrastructure Engineer, to explain the project.

Ms. Clayback elaborated on the ongoing repairs at lift stations 3 and 13, providing their historical context. She explained that many years ago, staff identified issues with the location of lift station 13. After the reward of resiliency grants from the Florida Department of Environmental Protection (FDEP), she continued, the intention was to no longer use lift station 13 and upsize lift station 3 to accommodate the flow in that area. She announced the FDEP awarded $3,000,000 in grant funding to assist in the construction of the project. She estimated that construction would take approximately a year once the design phase was complete.

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

Planning & Community Development: Quasi-Judicial: ORDINANCE 4039 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 9.6 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing for was scheduled for May 22, 2024.

Legal: ORDINANCE 4034 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 6, BENEFIT AMOUNT AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; PROVIDING FOR

SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

The second reading and public hearing for was scheduled for May 22, 2024.

Police: ORDINANCE 4043 - FIRST READING

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

The second reading and public hearing for was scheduled for May 22, 2024.

Legal: ORDINANCE 4045 - FIRST READING

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

The second reading and public hearing for was scheduled for May 22, 2024.

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

City Administration: Reimbursement Agreement for Design and Construction of Wireless Modifications to the City of Bradenton's Elevated Water Tank No. 3

Lance Williams, Chief Operating Officer, explained that because of deposit deadline of May 17, 2024, the agreements were brought before Council that day rather than at the May 22, 2024 City Council meeting. He said the reimbursement agreements were for wireless modifications to Elevated Water Tank 3.

MOTION TO APPROVE THE REIMBURSEMENT AGREEMENTS FOR DESIGN AND CONSTRUCTION OF WIRELESS MODIFICATIONS TO THE CITY OF BRADENTON'S ELEVATED WATER TANK NUMBER 3 AS PRESENTED was made by Councilwoman Kocher and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore gave kudos to Ms. Clayback for explaining infrastructure improvements in Ward 4 and announced she would be attending the Tampa Bay Regional Planning Council Resiliency Summit starting on May 9, 2024.

Councilwoman Gonzalez Moore thanked staff for visiting River Isles to identify potential sidewalk replacements.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman also addressed infrastructure needs in Ward 5 and gave kudos to staff for continuing to improve the quality of life for the citizens. She then wished everyone a happy Mother's Day.

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher thanked the Hernando de Soto Historical Society for hosting a successful Grand Parade on April 27, 2024. She also thanked City staff and volunteers for all of their help with the Parade.

Councilwoman Kocher spoke highly about the ribbon-cutting ceremony at the Bradenton Kiwanis Club's all-inclusive playground at Tom Bennett Park on May 8, 2024, and recommended everyone visit the park.

Councilwoman Kocher announced "Faith and Family Night" would be the theme at the May 10, 2024, Marauder's game and invited everyone to attend.

Councilman Ward III Josh Cramer: Councilman Cramer thanked staff for all they do for the citizens in the City of Bradenton and wished his mother a Happy 80th Birthday.

Vice Mayor and Councilwoman Ward II Marianne Barnebey: Vice Mayor Barnebey also spoke highly of the DeSoto Grand Parade and thanked volunteers for all they did to make the event successful.

Vice Mayor Barnebey extended her condolences to the family of Colonel "Red Dog" Maynard due to his recent passing and spoke highly about his service to the community.

Vice Mayor Barnebey also wished everyone a happy Mother's Day and wished Mayor Brown and his wife Gina a happy 35th anniversary.

DEPARTMENT HEAD REPORTS:

Mr. Perry introduced the City's new Public Works and Utilities Director, retired Colonel Irvin Lee, to Council and spoke highly of his credentials. Mr. Perry looked forward to Colonel Lee and Public Works and Utilities Deputy Director, Brandy Colandrea, leading the department. Colonel Lee expressed that he considered it both an honor and a privilege to work with the Council, leadership, and staff to advance the City. Mr. Perry thanked Lance Williams, Chief Operating Officer, for his role in overseeing the department during the process of finding new leadership for the Public Works and Utilities Department.

In turn, Councilmembers thanked Colonel Lee and Ms. Colandrea for coming on board with the City and looked forward to the future.

Vice Mayor Barnebey adjourned the meeting at 9:45 a.m.

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

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Jean Farmer, Community Redevelopment Agency

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Revised Public Art Loan and Display Agreement

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
It was requested by Risk Management to add additional language in Section 9, Security, Insurance, Risk and Indemnification, specifically 9b. Indemnification.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the revised Public Art Loan and Display Agreement between the City, CRA, and Annie Dong.

ATTACHMENTS:
Revised Public Art Loan and Display Agreement

PUBLIC ART LOAN AND DISPLAY AGREEMENT

THIS PUBLIC ART LOAN AND DISPLAY AGREEMENT (the "Agreement"), made and entered into this _____ day of _____, 2024, by and between City of Bradenton (the "City"), the Community Redevelopment Agency of the City of Bradenton (the "CRA") and Annie Dong (the "Artist").

WHEREAS, the City is the owner of Bradenton City Hall located at 101 Old Main Street West, Bradenton, Florida 34205 ("City Hall"); and

WHEREAS, the Artist facilitated a community work of art piece and is the owner of such work of art entitled "Who are We?" (the "Art"), which is depicted in the photograph attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the Artist requested that the Art be loaned to the City for the purpose of having it temporarily displayed in City Hall; and

WHEREAS, the CRA has agreed to utilize public art funds to pay for the signage associated with the Art and the total cost of the installation and de-installation of the Art in City Hall; and

WHEREAS, the City Council for the City (the "Council") approved the Artist's request and the parties hereto now desire to enter into this Agreement to establish the rights, duties, obligations and responsibilities of the parties with regard to the temporary loan and display of the Art and the payment for the signate associated with the Art and the total cost of the installation and de-installation of the Art in the City Hall.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **Effective Date.** This Agreement shall be effective when executed by all parties and shall expire upon the date that the Artist removes the Art from City Hall ("Term"), unless this Agreement is terminated earlier as provided herein.

3. **Artist's Warranties and Representations.** The Artist represents and warrants to the City that she: (i) is the sole creator of the Art and/or has authorization from any other creators of the Art to enter into this Agreement on their behalf; (ii) is the owner of the Art and all of the rights under copyright in the Art; and (iii) has full authority to loan the Art and grant the rights provided in this Agreement. The Artist further represents and warrants that nothing in

the Art defames any person or entity, infringes any copyright, or otherwise violates the rights of any third party.

4. **Loan and Grant of License**.

a. Loan. The Artist grants to the City a loan of the Art, subject to the terms of this Agreement.

b. Copyright Permission. The Artist grants to the City and the CRA: (i) the right to display the Art in City Hall; and (ii) the irrevocable right to use images of the Art in materials about or relating to the exhibition of the Art and/or City Hall and/or the City and/or the CRA, and to allow others to do so, in all media now known or later developed and including, but not limited to, television, the Internet and the World Wide Web, provided that the such use by the City and/or the CRA shall not be for commercial purposes. As the Art will be displayed in an area that, from time to time, is open and accessible to the general public, the Artist agrees that the Art may be photographed or videotaped by the general public. This paragraph and the grant of right herein shall survive the termination of this Agreement.

c. Personality Rights. The Artist grants the City and/or the CRA the irrevocable right to use the Artist name, photograph, likeness, and biography in connection with the City's and/or CRA's exercise of the rights granted in this Agreement. This paragraph and the grant rights herein shall survive the termination of this Agreement.

5. **Transfer, Installation, Care, and Removal of Art**.

a. Condition of Art upon Transfer to the City. The Artist and the City will make mutually agreeable arrangements for the Art to be delivered to City Hall. The absence of any notation on this Agreement or its attachments as to the condition of the Art at the time it was received by the City shall not mean it was in good condition on receipt.

b. Delivery and Installation. The Artist shall make all arrangements, and shall pay all costs, for delivery of the Art to and from City Hall. Upon its arrival at City Hall, the Artist shall unpack the Art and shall be responsible for directing and supervising the installation of the Art in City Hall by City staff; however, consent to the installation or removal techniques in all areas of City Hall shall be solely within the discretion of the City Administrator, or designee, and upon such terms and conditions as the City Administrator, or designee, shall, in his/her sole discretion, deem necessary. Consent may be withheld unless the Artist agrees to all terms and conditions imposed by the City Administrator, or designee.

c. Signage. Signage for the Art shall be limited to a plaque no larger than 6" wide, 4" long, and ¼" deep. Wording on the plague must be limited to the following information:

the name of the Art, and the name, physical address, website address, and telephone number of the Artist. The CRA shall be responsible for paying the total cost of the signage.

d. Cost of Installation and De-Installation. The CRA shall be responsible for the total cost of the installation and the de-installation of the Art in City Hall. The City shall provide the CRA with an invoice of the total cost of installation and de-installation and the payment of such invoices by the CRA shall be made in accordance with Florida's Prompt Payment Act.

e. Care of Art. The Artist shall be solely responsible for the care and maintenance of the Art and for any required repairs while it is on display or otherwise in the possession of the City. The City shall provide the Artist with reasonable access to provide such care, maintenance and repairs after request by the Artist. The City shall use reasonable efforts not to damage the Art, but the City shall not have any duty, obligation or responsibility to actively care for or otherwise actively maintain the Art. The City has the right, but not the duty, obligation or responsibility, to execute any emergency preservation measure without the Artist's permission if such measure, in the sole discretion of the City, is required to protect the Art or other property, or to protect the health and safety of City staff or the public.

f. Duration of Display and Loan. The City anticipates displaying the Art in City Hall until the demolition of City Hall. The City may, in its sole discretion, shorten, interrupt or terminate the display period. The Artist may request termination of the display period and surrender of the Art back to the Artist upon sending twenty (20) calendar days written notice to the City in accordance with this Agreement.

g. Surrender and Removal. The Art will be surrendered only to the Artist or to Artist's authorized agent or representative, or, in the event of the death of the Artist, to the authorized legal representative of the estate of the Artist. The City reserves the right, in its sole discretion, to terminate the display of the Art at any time and de-install it from a wall in City Hall. Upon such termination and de-installation, the City shall notify the Artist that the Art has been de-installed and that the Art is available for the Artist to remove it from City Hall. The Artist shall make all necessary arrangements, and pay all costs, to remove the Art from City Hall within ten (10) calendar days after receipt of said notice from the City (the "Removal Deadline").

6. **Termination.** In addition to the other termination rights set forth in this Agreement, the parties have the right to terminate this Agreement for convenience by giving a party twenty (20) calendar days' written notice. In the event of termination, City shall de-install the Art and notify the Artist that the Art is available for the Artist to remove it from City Hall. The Artist shall make all necessary arrangements, and pay all costs, to remove the Art by the Removal Deadline.

7. **Post-Termination Rights.** If the Artist does not remove the Art by the Removal Deadline, then the City has the absolute right to place the Art in storage, to charge regular storage fees and any related insurance costs, if any, and to perfect and enforce a lien for these fees and charges. If the Artist does not remove the Art within twenty (20) calendar days after the Removal Deadline, the Art shall be deemed an unrestricted gift by the Artist to the City.

8. **Notices.** All notices shall be in writing and sent to the other party by one of the following methods: (i) certified mail, return receipt requested, (ii) personal delivery with receipt, or (iii) via electronic mail. Notice by certified mail, return receipt requested shall be deemed delivered and received two (2) business days after mailing. Notice by personal delivery shall be deemed received upon actual receipt by the other party, and notice by electronic mail will be deemed received when sent. For purposes of all notices, the City's, CRA's, and the Artist's representatives are:

For the City:

Attn: City Administrator
101 Old Main Street
Bradenton, Florida 34205

For the CRA:

Attn: Executive Director
101 Old Main Street
Bradenton, Florida 34205

For the Artist:

Annie Dong

_____

_____

9. **Security, Insurance, Risk and Indemnification**.

a. Security, Insurance and Risk. The City shall, as a voluntary accommodation to the Artist, exercise as much case in respect to the Art as it does in safeguarding its own property; however, the City **DOES NOT** owe any duty to the Artist to care for, maintain or safeguard the Art. The Artist acknowledges and agrees: (i) to hold harmless the City, its Council, employees, agents, attorneys, contractors, guests, invitees, and the CRA, its Board, employees, agents, attorneys, contractors, guests, invitees, and the Public Art Advisory Board,

from any and all claims, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement; and (ii) that the City will provide no additional security for the Art beyond the currently security measures provided in City Hall and Artist shall be solely responsible for any and all loss or damage to the Art which occurs during the Term of this Agreement. Artist bears sole responsibility for obtaining and maintaining insurance for the Art while it is in transit to or from City Hall, being installed and de-installed, and on display/exhibit. The City shall not insure the Art. Artist agrees that any insurance policy obtained by the Artist for the Art shall waive subrogation against the City, including its Council, employees, agents, attorneys, contractors, guests, invitees; the CRA, including its Board, employees, agents, attorneys, contractors, guests, invitees, and the Public Art Advisory Board. Artist agrees that the value she selects for insurance purposes is the true value of the Art. Nothing contained in this Agreement shall constitute a waiver by the City or the CRA of sovereign immunity, the limits of liability or other provisions of §768.28, Florida Statutes.

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

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

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

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

10. **City's Discretion.** The City retains sole and complete discretion regarding the City's exercise of the rights granted in this Agreement, including but not limited to whether the City will accept physical delivery or display the Art, where the Art will be displayed within City Hall, the manner of installation and de-installation of the Art, how long the Art will be exhibited (within the duration of this Agreement), and whether the City will use in any way images of the Art. The Artist shall not install, de-install or remove the Art from City Hall, or modify the Art's

display, except with the permission of the City Administrator, or designee, and in conjunction with an authorized City representative.

11. **Waiver.** A party's waiver of any provision, right or remedy under this Agreement must be in writing and signed by an authorized representative of the waiving party (*i.e.*, the Artist, the City Administrator, or designee, or the Executive Director of the CRA, or designee) to be effective. If a party does waive any provision, right, or remedy under this Agreement, such waiver will not preclude the party from enforcing any other provision, right or remedy. A party's failure, neglect, or delay to enforce the provisions, rights, or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity or all or any part of this Agreement or prejudice such party's right to take subsequent action.

12. **No Joint Venture.** Nothing contained in this Agreement creates a joint venture, partnership, or agency relationship between the parties.

13. **Binding Effect**. This Agreement shall be binding on all parties, as well as their respective personal representatives, agents, attorneys, heirs, assigns, or successors in interest.

14. **Severability Clause.** If any provision of this Agreement is declared invalid, void or unenforceable by court of competent jurisdiction, the remainder of this Agreement will not be affected, and each remaining provision will be valid and enforceable to the fullest extent permitted by law.

15. **Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any action arising under or related to this Agreement shall be in the state court in and for Manatee County, Florida, and each party hereby submits to the jurisdiction of said court.

16. **Amendments.** The parties may amend this agreement only by mutual written agreement that is executed by both parties.

17. **Assignment**. The Artist's rights under this Agreement shall not be assigned to a third party without the written consent of the City and the CRA.

18. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been signed and sealed by the respective parties hereto.

ARTIST

By: _____

Print Name: _____

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON (CRA)

By:

_____

Print Name: Josh Cramer
Its: CRA Chair

CITY OF BRADENTON, FLORIDA

By:

_____

Print Name: Gene Brown
Its: Mayor

EXHIBIT A: Color Photograph of the Art



AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 22, 2024
SUBMITTED BY:	Kelly Thomas, Event Review Committee
ITEM TYPE:	Special Event
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Bishop Museum Celestial Affair Gala (Road Closure Only)
SUGGESTED ACTION:	Approval with the following stipulations: Four BPD Extra Duty Officers onsite, compliance of all COB Special Event Standards including Certificate of Liability Insurance.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Bishop Museum will be hosting a black tie gala on November 2, 2024. They are requesting a road closure on 10th Street West in front of the museum for valet parking for their guests from 5:00 p.m. to midnight.

All entertainment and activities will be held on Bishop property. The road closure is for valet parking only.

SUGGESTED MOTION:
Motion to approve the road closure with the recommended stipulations from staff.

ATTACHMENTS:
Celestial Affair Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

(Road Closure Only) Event on Bishop property

Application Information

Organization Name: The Bishop Museum of Science + Nature

Date of Application: 30 April 24

Contact Name: Mark Schroeppel

Contact Phone 1: 941-724-6181

Contact Email: mschroeppel@Bishopscience.org

Contact Phone 2: 941. 224-6936

Address: 201 10th Street W

City: Bradenton

State: FL

Zip: 34206

Event Information

Name of Event: Celestial Affair

Event Date: 2 Nov 2024

Purpose of Event: Annual Gala - fund raiser.

Description of Event: Black tie event, Outdoors with Valet Parking band + Catered dinner.

Event Location: 201 10th Street West. Bradenton FL - On property

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	31 Oct - 1 Nov 24	Thurs - Friday	0800	5 PM	20
Event Day 1	2 Nov 24	SATURDAY	5 PM	12 PM	350
Event Day 2					
Event Day 3					
Break Down	3-4 Nov 24		0800	5 PM	20

Number of years event has been held: 10

Past Attendance: 350

(03/2022)

Reserved tickets.

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

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

Tent Size	Number of Tents	Tent Location

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

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

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

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

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

Bishop to acquire Stage, Elec Gen

all on Bishop property

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Off Site

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Typical Live band equipment + Singers.

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.

Silent Auction, dancing, prizes

(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, MARK Schroeppel, applicant/event organizer for Bishop Annual Gala Event (event), scheduled for (date&hours), 2 Nov 2024, from 5 PM to 1200 PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Mark Schroeppel
Signature of Applicant/Event Organizer

The Bishop Museum of Science + Nature.
Organization

MARK Schroeppel Director Facilities
Typed or Printed Name and Title

30 April 2024
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.

Bonnie E. Goodman
Signature of Applicant/Event Organizer

The Bishop Museum of Science + Nature
Organization

Bonnie E. Goodman
Typed or Printed Name and Title

April 30, 2024
Date

(03/2022)

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

Name of Requestor: MARK T. Schroeppel

Name of Organization: The Bishop Museum of Science + Nature

Street Address: 201 10th Street West

City: Bradenton State: FL Zip: 34206

Telephone: 941 724 6481 Email: mschroeppel@Bishopscience.org

Name of Event: Celestial Affair

Start Date: 2 Nov 24 End Date: 2 Nov 24 Start Time: 5 PM End Time: 1200 Midnight

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

- To Close portions of 10th Street West.
- Close 10th Street west between 3rd Ave West and 1st Ave West.
- Leaving access to City Center Parking garage and the Museum's small parking lot.
- See attached MAP.

Proposed detour route (include alternative road and map):

- Detour using 12th Street West for access to and from 1st and 3rd Ave west.
- See attached map.

Additional notes and comments:

- Barricades at both ends of street Closure requested.
- See attached MAP.

(03/2022)


City Pier and Waterfront Park
Twin Dolphin Marina
1st Ave W
41
Bradenton Business Licenses
Bradenton City Hall
Bradenton Police Department
The Bishop Museum of Science and...
222 10th St W,
Bradenton, FL 34205,
United States
City Centre Parking Garage
ArtCenter Manatee
3rd Ave W
10th St W
McCabe's Irish Pub
Hampton Inn & Suites Bradenton...

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive 4th of July Celebration

SUGGESTED ACTION: Approval with the following stipulations:
10 Port-o-Lets Onsite (3 ADA Compliant)
4 BPD Extra Duty Officers Onsite
Compliance of all COB Special Event Standards

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This event was previously approved for the Old Main Street location. Recently, the event sponsor has requested the event be held at Riverwalk Pavilion area due to most spectators will be located along the riverfront.

The event will include musical entertainment, food, car show, vendors and alcohol/beer sales.
Event will be held 2-10 p.m. July 4, 2024 with an expectation of 1,500 attendees.

SUGGESTED MOTION:
Motion to approve the Bradenton Alive 4th of July Celebration with the stipulations recommended by staff.

ATTACHMENTS:
Bradenton Alive July 4th REVISED Application and Site Plan

bradenton
The Friendly City

– Revised –

SPECIAL EVENT PERMIT APPLICATION

Location Change

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 4/30/2024

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-478-0229 David Lay

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive 4th of July Celebration

Event Date: 7/4/2024

Purpose of Event: holiday celebration

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

Event Location: Riverwalk

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	7/4/2024	Thursday	9am		
Event Day 1	7/4/2024	Thursday	2pm	10pm	1500
Event Day 2					
Event Day 3					
Break Down	7/4/2024	Thursday		11:59am	

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? Yes [X] No

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

Tent Size	Number of Tents	Tent Location
10'x10'	10	parking lot

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 [X] No

Will the event require electricity? Yes [X] No Type of electrical power: 120v

Will a generator be used? Yes [X] No Size of generator: 25kw

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

Vendor Information

Will the event offer food? Yes [X] No

Where will the food be prepared? inside food truck or under food tent

Will cooking equipment be used? Yes [X] No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes [X] No

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

Will musical entertainment be used? Yes [X] No

Please describe any type of entertainment and sound equipment.

live band with sound reinforcement to cover city park

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.

car show in parking lot

(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 4th of July Celebration (event), scheduled for (date&hours), 7/4/2024, from 2pm to 10pm, 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	4/30/2024
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	4/30/2024
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: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

Start Date: _____ End Date: _____ Start Time: _____ End Time: _____

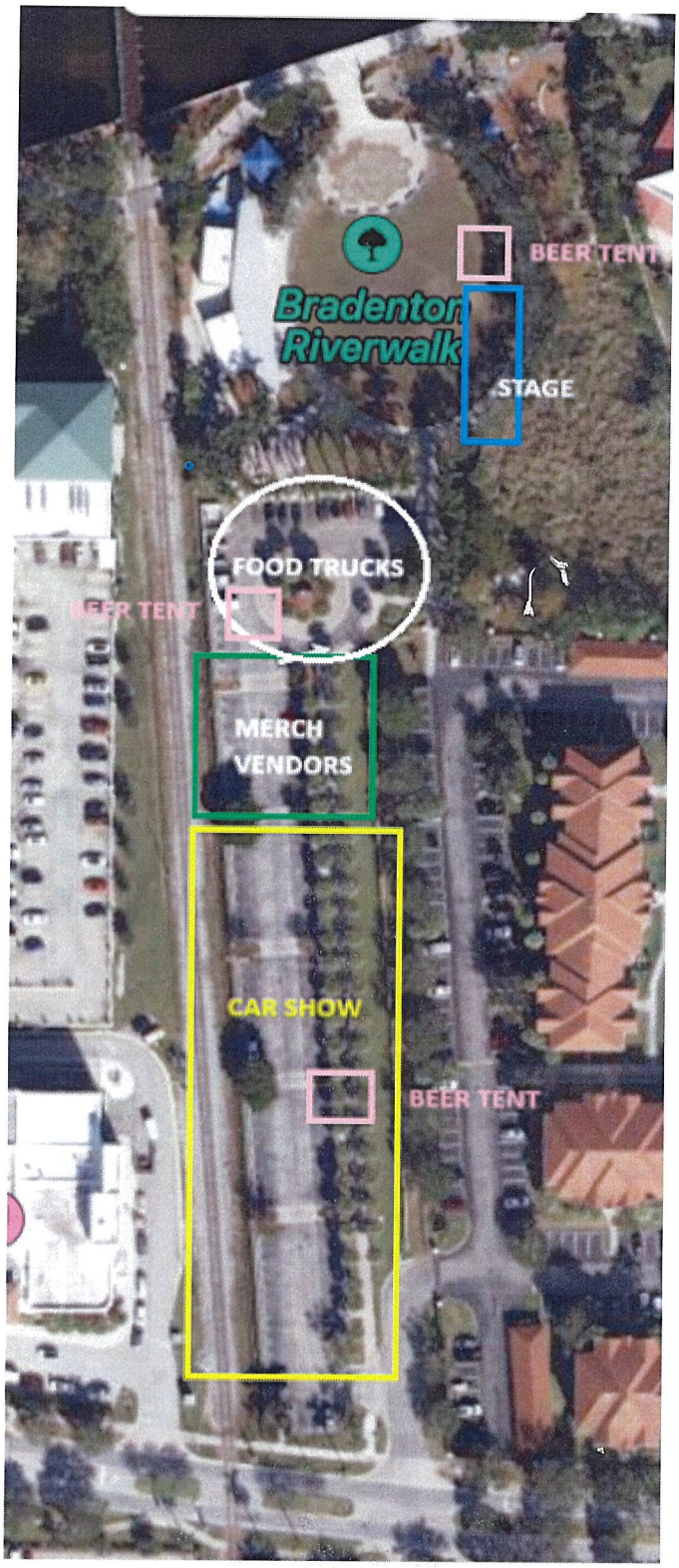
Proposed roads to close (specific locations, include map):

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

Revised
Location change



7/4/24
Bradenton
Alive
July 4th
Celebration

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Law Enforcement Torch Run for Special Olympics

SUGGESTED ACTION: Approval with compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This event is a fundraiser for Special Olympics hosted by Bradenton Police Department and Manatee Sheriff's Office. They will have a 5K race followed by food available on the surface lot behind Bradenton Police Department. The event will be 4/5/25 with an expectation of 200 participants.

Officers will provide security throughout the route and will allow access to Pier22 and parking along Barcarrota Boulevard throughout the race. (8:30 a.m.-10 a.m.)

SUGGESTED MOTION:
Motion to approve the Law Enforcement Torch Run for Special Olympics with compliance of all City of Bradenton Special Event Standards.

ATTACHMENTS:
Law Enforcement Torch Run Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: MANATEE COUNTY S.O. Date of Application: 4-23-24

Contact Name: CHRIS DESHAIES / RICK ALVARADO BRADENTON PD Contact Phone 1: 6035401682

Contact Email: CHRISTOPHER.DESHAIES@BRADENTONPD.COM Contact Phone 2: 9415268559
RICARDO.ALVARADO@MANATEESHERIFF.COM

Address: 100 10TH ST W / 600 301 BLVD W BRADENTON

City: BRADENTON State: FL Zip: 34205

Event Information

Name of Event: LE TORCH RUN FOR SPECIAL OLYMPICS Event Date: 4-5-25

Purpose of Event: FUND RAISING AND AWERNESS FOR THE SPECIAL OLYMPICS

Description of Event: 5K RUN

Event Location: RIVER WALK

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	4-5-25	SATURDAY	0700	0800	
Event Day 1	4-5-25	SATURDAY	0830	1000	200
Event Day 2					
Event Day 3					
Break Down	4-5-25	SATURDAY	1000	1100	

Number of years event has been held: 1 Past Attendance: 127

(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
10 X 10	2	BPD

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: SMALL

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? MSO

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes (No)

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

_____

_____

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, R. ALVARADO / C. DESHAIES, applicant/event organizer for LE TORCH RUN (event), scheduled for (date&hours), 4-5-25, from 0700 to 0730, 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 — MSO / BPD — Organization

R. ALVARADO, LT. — 4/23/2024 — Date

Typed or Printed Name and Title DESHAIES LT. 4/23/24

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.

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 — MSO / BPD — Organization

R. Alvarado, Lt. / Lt. Deshaies — 4/23/2024 — Date

Typed or Printed Name and Title

(03/2022)

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

Name of Requestor: Manatee County S.O. & Bradenton P.D.

Name of Organization: Manatee County S.O.

Street Address: 600 301 Blvd W

City: Bradenton State: FL Zip: 34205

Telephone: 941-526-8554 or 603-540-1682 Email: Ricardo.Alvarado@manateesheriff.com
Christopher.Desbaies@bradentonpd.com

Name of Event: LEO Torch Run for Special Olympics

Start Date: 4/5/2025 End Date: 4/5/2025 Start Time: 0700 End Time: 1100

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

- Barcarrota Blvd from 15th st W to 10th St W
- Riverside Drive East to 6th st E
- 4th St E
- 1st, 2nd, 3rd, and 4th Ave E

Proposed detour route (include alternative road and map):

City will provide Detour Signs.

Additional notes and comments:

Law Enforcement will be providing officers / Deputies to cover road closures.

(03/2022)


START/
FINISH
LINE
Manatee River
GREEN Bridge
US 41 N
WATERFRONT DR
RIVERFRONT BLVD
BARCARROTA BLVD
MEMORIAL PIER
City Hall
1ST AVE W
2ND AVE W
3RD AVE W
4TH AVE W
BUSINESS
41
64
MANATEE AVE W
MANATEE AVE E
1ST ST E
2ND ST E
6TH ST E
1ST AVE
2ND AVE E
3RD AVE E
4TH AVE
5TH AVE DR E
6TH AVE E
Manatee Memorial Hospital
City of Bradenton
Special Event
Approved Race Route
301
41
8TH AVE E
10TH AVE W
10TH AVE E
9TH AVE W
7TH AVE W
BALLARD PARK
bradenton
N
S
E
W
0
150
300
450
Yards
CITY OF BRADENTON
FLORIDA

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Music in the Park

SUGGESTED ACTION: Event Review Committee recommends approval with one Bradenton Police Extra Duty Officer onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Realize Bradenton will be hosting their next Music in the Park Series. They have added Fall and Spring Dates to the application. The event will feature musical entertainment and food vendors. They have an expectation of 1,000 people at the Riverwalk Pavilion Area.
10/4/24; 10/11/24; 10/18/24; 10/25/24; 4/11/25; 4/18/25; 4/25/25; and 5/2/25
Event hours: 5:30-7:30 p.m.

SUGGESTED MOTION:
Motion to approve Music in the Park with one Bradenton Police Extra Duty Officer onsite and compliance of all City of Bradenton Special Event Standards.

ATTACHMENTS:
Music in the Park Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton

Date of Application: 4/10/2024

Contact Name: Andrea Knies

Contact Phone 1: 941-301-8445

Contact Email: andrea@realizebradenton.com

Contact Phone 2: 812-631-2592

Address: 1015 Manatee Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Music in the Park

Event Date: Oct 4, 2024
Oct 11, 2024
Ocr 18, 2024
Oct 25, 2024
April 11, 2025
April 18, 2025
April 25, 2025
May 2, 2025

Purpose of Event: Free concerts to support local musicians and food vendors

Description of Event: Concerts at the Pavilion

Event Location: Riverwalk

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		Fridays	3:30 pm	5:30 pm	10
Event Day 1		Fridays	5:30 pm	7:30 pm	1000
Event Day 2					
Event Day 3					
Break Down		Fridays	7:30 pm	8:30 pm	10

Number of years event has been held: 12

Past Attendance: 600-1000

(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	1	Pavilion Parking Lot

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: Pavilion

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? On Site

Will cooking equipment be used? [Yes] No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? [Yes] No

Will amplified sound equipment be used? [Yes] No

Will musical entertainment be used? [Yes] No

Please describe any type of entertainment and sound equipment.

Bands amplified by speakers.

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, Andrea Knies, applicant/event organizer for Music in the Park (event), scheduled for (date&hours), Fridays, Oct 4 - Oct 25, April 11- May 2, from 5:30 pm to 7:30 pm, 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	Organization
Andrea Knies, Director of Communications	4/10/2024
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer	Organization
Andrea Knies, Director of Communications	4/10/2024
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: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

Start Date: _____ End Date: _____ Start Time: _____ End Time:_____

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)


River Walk Water Park
Riverwalk Splash Park
204
Audience
Band
Restrooms
Temporarily closed
Food Truck
90

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT: **Quasi-Judicial:** RESOLUTION 24-20 - CONTINUATION OF PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0223 TO PERMIT AN INDOOR AMUSEMENT CENTER AND LOUNGE AT 412 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3319300004), IN THE T5 TRANSECT ZONING DISTRICT AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval of Resolution 24-20, Case SU.24.0223 with conditions.

Planning Commission met on February 21, 2024, and recommend approval as submitted (vote 6-0).

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant submitted a Special Use application requesting permission to allow

an Indoor Amusement Center and Lounge at 412 12th Street West. In addition to the subject request, the applicant submitted an alcoholic beverage license application (AB.24.0226) for beer and wine sales. According to the submitted application materials, the proposed use will offer pinball machines and/or retro video games in a family friendly arcade environment. In addition, easily prepared food along with beer and wine are planned to be served.

Staff had originally recommended that they apply for the lounge designation as a precautionary measure in the event that beer and wine sales exceeded non-alcoholic beverages and food. The applicant has now withdrawn that request as they do not feel that the beer and wine sales will exceed non-alcoholic receipts. An amended list of conditions of approval has been drafted, agreed to by the applicant and submitted in this package for review by City Council.

Planning Commission met on February 21, 2024, and recommended approval of Resolution 24-20 as submitted (vote 6-0). City Council heard this request on March 13, 2024 where it was continued until April 10, 2024. It was continued until the April 24, 2024 meeting to allow staff to list conditions that would be agreed to by the applicant. It was then continued until May 22, 2024 to correct the forms to insure the appropriate parties have signed the application. An additional condition was added to provide that if the business is to close for 30 days or more, the special use will be void.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 24-20, subject to the following conditions:

1. Age limited to 21+ after 8pm daily, with signage on the front door depicting the regulation. After 8pm, patrons will be checked at the front door and wristbands given to authorized patrons.
2. Alcohol sales shall be limited to beer and wine only, no liquor sales. Receipts from alcohol sales shall not exceed 49% of the gross revenue.
3. Games shall be limited to pinball and video games with no simulated gambling machines.
4. No interior access to the adjoining same floor properties.
5. Front window will not be obscured with means that would block views into the establishment.
6. Signage and advertising shall not cover more than 1/3 of the total window area.

7. Work with the CRA on CPTED funding and with the Police Department on CPTED principles and safety strategies.
8. The Indoor Amusement Center use shall be the primary use of the property and encompass a majority of the floor area of the property.
9. The use shall close between the hours of 2am and 6am.
10. Should the business close for a period of 30 days or longer, Special Use Permit (Resolution 24-20, Case SU.24.0223) shall become null and void. The 30-day closure requirement may be waived by City Council for good cause upon request by the applicant.

ATTACHMENTS:

Resolution 24-20
SU.24.0223 Response to City Council
SU.24.0223 Proposed Conditions
SU.24.0223 Applicant Agreement to Conditions
SU.24.0223 Updated Agent Authorization Forms
SU.24.0223 Application
SU.24.0223 Staff Report
SU.24.0223 Presentation
02-21-2024 Planning Commission Minutes

RESOLUTION 24-20

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

WHEREAS, CBR Holdings, LLC (the "Property Owner" or "Applicant") owns the property located at 412 12th Street West, Bradenton, Florida (Parcel ID 3319300004), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Indoor Amusement Centers as a special use in the T5 transect zoning district; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit an Indoor Amusement Center; and

WHEREAS, the Planning Commission held a noticed public hearing on February 21, 2024 at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on March 13, 2024, continued until April 10, 2024, continue until April 24, 2024, and continued until May 22, 2024 at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff

report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate an Indoor Amusement Center, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended approval as submitted.
e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval as submitted.
g. The project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations, including Section 3.3.2, and as further described in the staff report and application materials.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for an Indoor Amusement Center as generally shown on the Site Plan attached hereto as Exhibit "B", with the following stipulations:

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

10. Should the business close for a period of 30 days or longer, Special Use Permit (Resolution 24-20, Case SU.24.0223) shall become null and void. The 30-day closure requirement may be waived by City Council for good cause upon request by the applicant.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution 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 Resolution which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON THIS 22nd DAY OF MAY, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

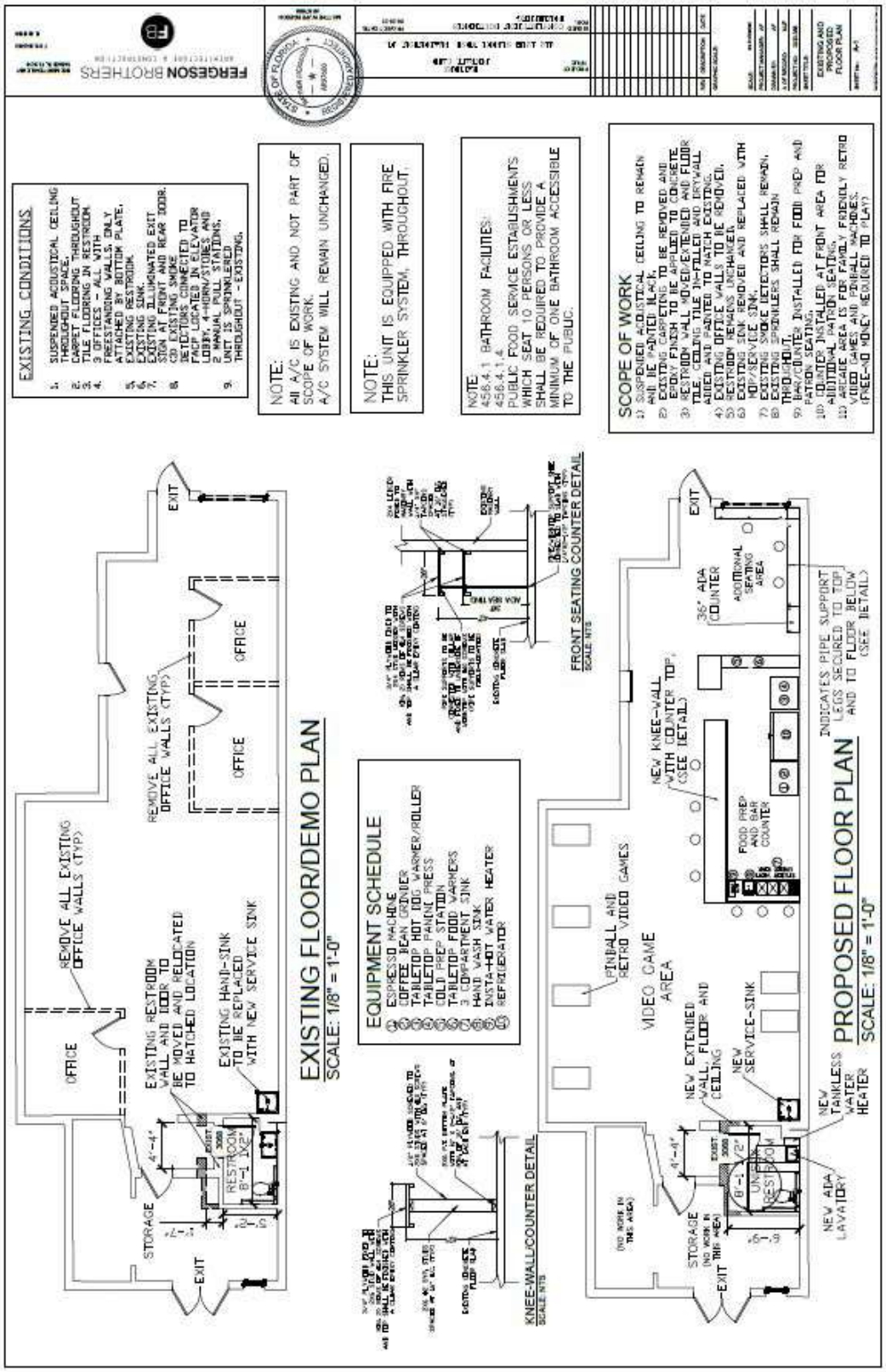
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

LOT 13 FULLER BLOCK PI#33193.0000/4

EXHIBIT B


FERGESON BROTHERS
EXISTING CONDITIONS
1. SUSPENDED ACOUSTICAL CEILING THROUGHOUT SPACE.
2. CARPET FLOORING THROUGHOUT
3. TILE FLOORING IN RESTROOM
4. 3 OFFICES - ALL WITH FREESTANDING WALLS, ONLY ATTACHED BY BOTTOM PLATE.
5. EXISTING RESTROOM
6. EXISTING SINK
7. DESIGNATED EXIT SIGN AT FRONT AND REAR DOOR.
8. (3) EXISTING SMOKE DETECTORS CONNECTED TO FACP LOCATED IN ELEVATOR LOBBY, 4-HORN/STROBES AND 2 MANUAL PULL STATIONS.
9. UNIT IS SPRINKLERED THROUGHOUT - EXISTING.
NOTE:
All A/C IS EXISTING AND NOT PART OF SCOPE OF WORK.
A/C SYSTEM WILL REMAIN UNCHANGED.
NOTE:
THIS UNIT IS EQUIPPED WITH FIRE SPRINKLER SYSTEM, THROUGHOUT.
NOTE:
456.4.1 BATHROOM FACILITIES:
456.4.1.4
PUBLIC FOOD SERVICE ESTABLISHMENTS WHICH SEAT 10 PERSONS OR LESS SHALL BE REQUIRED TO PROVIDE A MINIMUM OF ONE BATHROOM ACCESSIBLE TO THE PUBLIC.
SCOPE OF WORK
1) SUSPENDED ACOUSTICAL CEILING TO REMAIN AND BE PAINTED BLACK.
2) EXISTING CARPETING TO BE REMOVED AND EPOXY FINISH TO BE APPLIED TO CONCRETE.
3) RESTROOM WALL MOVED/EXTENDED AND FLOOR TILE, CEILING TILE IN-FILLED AND DRYWALL ADDED AND PAINTED TO MATCH EXISTING.
4) EXISTING OFFICE WALLS TO BE REMOVED.
5) RESTROOM REMAINS UNCHANGED.
6) EXISTING SINK REMOVED AND REPLACED WITH MOP/SERVICE SINK.
7) EXISTING SMOKE DETECTORS SHALL REMAIN.
8) EXISTING SPRINKLERS SHALL REMAIN THROUGHOUT.
9) BAR/COUNTER INSTALLED FOR FOOD PREP AND PATRON SEATING.
10) COUNTER INSTALLED AT FRONT AREA FOR ADDITIONAL PATRON SEATING.
11) VIDEO GAME AREA FOR PINBALL/VIDEO FRIENDLY RETRO ARCADE MACHINES.
(NEW-TO MOVED/REVISED TO PLAN)
EXISTING AND PROPOSED FLOOR PLAN
EXISTING FLOOR/DEMO PLAN
SCALE: 1/8" = 1'-0"
REMOVE ALL EXISTING OFFICE WALLS (TYP.)
EXISTING RESTROOM WALL AND DOOR TO BE MOVED AND RELOCATED TO HATCHED LOCATION
EXISTING HAND-SINK TO BE REPLACED WITH NEW SERVICE SINK
OFFICE
STORAGE
EXIT
RESTROOM
REMOVE ALL EXISTING OFFICE WALLS (TYP.)
EQUIPMENT SCHEDULE
(1) ESPRESSO MACHINE
(2) COFFEE BEAN GRINDER
(3) TABLETOP HOT FOOD WARMER/ROLLER
(4) TABLETOP PANINI PRESS
(5) COLD PREP STATION
(6) TABLETOP FOOD WARMERS
(7) 3 COMPARTMENT SINK
(8) HAND WASH SINK
(9) INSTA-HOT WATER HEATER
(10) REFRIGERATOR
KNEE-WALL/COUNTER DETAIL
SCALE: NTS
FRONT SEATING COUNTER DETAIL
SCALE: NTS
PROPOSED FLOOR PLAN
SCALE: 1/8" = 1'-0"
PINBALL AND RETRO VIDEO GAMES
VIDEO GAME AREA
NEW KNEE-WALL WITH COUNTER TOP. (SEE DETAIL)
FOOD PREP AND BAR COUNTER
36" ADA COUNTER
ADDITIONAL SEATING AREA
NEW EXTENDED WALL, FLOOR AND CEILING
NEW SERVICE-SINK
NEW TANKLESS WATER HEATER
NEW ADA LAVATORY
UNISEX RESTROOM
STORAGE
(NO WORK IN THIS AREA)
EXIT
INDICATES PIPE SUPPORT LEGS SECURED TO TOP AND TO FLOOR BELOW (SEE DETAIL)

CITY OF BRADENTON
101 Old Main Street
Bradenton, Florida 34205-7865
(941) 932-9400
www.cityofbradenton.com

Gene Brown
Mayor

Jayne Kocher
Ward 1

Marianne Barnebey
Ward 2

Josh Cramer
Ward 3

Lisa Gonzalez Moore
Ward 4

Pam Coachman
Ward 5

May 14, 2024

Mayor
Members of City Council
City Administrator
City Attorney

RE: 412 12th Street West

At the March 13, 2024, April 10, 2024, and April 24, 2024 City Council meetings, Council heard testimony and reviewed Resolution 24-20, Case SU.24.0223 which is related to a proposed new Indoor Amusement Center (pinball and retro game arcade) to be located at 412 12th Street West.

At the meeting on March 13th, Council had questions about the business and the business model. At the meeting, Council voted to continue the case until April 10, 2024 to allow for the applicant to address Council's questions.

At the meeting on April 10th, Council had additional questions about the proposed reqeust, therefore Council voted to continue the case until April 24, 2024.

At the April 24, 2024 meeting, the applicant withdrew the request for a Lounge at the subject property, yet the request for the Indoor Amustment Center remains active. Also at the April 24th meeting, there were questions brought up about the submitted agent authorization forms, which have since been resolved and are included with the information for the May 22, 2024 meeting. In addition, the applicant has also submitted a new letter agreeing to the proposed conditions, which now also includes a condition that should the business close for a period of 30 days or longer, that the said special use approval becomes null and void, unless Council waives the closure for good cause upon requst by the applicant.

Per Section 3.3 of the City of Bradenton Land Use Regulation, Special Uses are:

> "*Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require*

discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise."

Should Council decide to approve the proposed use with conditions, the special use permit will be valid as long as the conditions are met. Should the proposed special use or a future special use on the subject property fail to meet any of the approve conditions, the use will be in violation, therefore proper action will be taken by Planning and Community Development to get the violation resolved.

Sincerely,



Gregory J. DeLong
Assistant Director of Planning & Community Development

PROPOSED CONDITIONS
412 12th Street West (Ballerz)
Resolution: 24-20
Case: SU.24.0223

1. Age limited to 21+ after 8pm daily, with signage on the front door depicting the regulation. After 8pm, patrons will be checked at the front door and wristbands given to authorized patrons.
2. Alcohol sales shall be limited to beer and wine only, no liquor sales. Receipts from alcohol sales shall not exceed 49% of the gross revenue.
3. Games shall be limited to pinball and video games with no simulated gambling machines.
4. No interior access to the adjoining same floor properties.
5. Front window will not be obscured with means that would block views into the establishment.
6. Signage and advertising shall not cover more than 1/3 of the total window area.
7. Work with the CRA on CPTED funding and with the Police Department on CPTED principles and safety strategies.
8. The Indoor Amusement Center use shall be the primary use of the property and encompass a majority of the floor area of the property.
9. The use shall close between the hours of 2am and 6am.
10. Should the business close for a period of 30 days or longer, Special Use Permit (Resolution 24-20, Case SU.24.0223) shall become null and void. The 30-day closure requirement may be waived by City Council for good cause upon request by the applicant.

Edgardo Pantoja
1237 Riverscape St.
Bradenton, FL 34208

May 13, 2024

City Council, Mayor, City Administrator, and City Attorney
101 Old Main Street
Bradenton, FL 34205

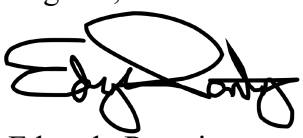
To Whom It May Concern:

Subject: Proposed stipulations for Indoor Amusement Center Special Use Application for property located at 412 12th St W, Bradenton FL 34205

We'd like to propose the following stipulations for the Indoor Amusement Center:

1. Age limited to 21+ after 8 p.m. daily, with signage on the front door depicting the regulation. After 8 p.m., patrons will be checked at the front door and wristbands provided to authorized patrons.
2. Alcohol sales shall be limited to beer and wine only, no liquor sales.
3. Games shall be limited to pinball and video games with no simulated gambling machines.
4. No interior access to the adjoining properties.
5. Front window will not be obscured with means that would block views into the establishment.
6. Signage and advertising shall not cover more than 1/3 of the total window area.
7. Work with the CRA on CPTED funding and with the Police Department on CPTED principles and safety strategies.
8. The Indoor Amusement Center use shall be the primary use of the property and encompass a majority of the floor area of the property.
9. The use shall close between the hours of 2 a.m. and 6 a.m.
10. Should the business close for a period of 30 days or longer, Special Use Permit (Resolution 24-20, Case SU.24.0223) shall become null and void. The 30-day closure requirement may be waived by City Council for good cause upon request by the applicant.

Regards,



Edgardo Pantoja

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: 412 12TH ST W, BRADENTON FL 34205

I, CBR HOLDINGS LLC, the registered property owner(s) of the above noted property, do hereby authorize

Jon-Paul Taylor — Print Name of Agent

N/A — 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.

N/A. — Signature of Owner(s)

406 12TH ST W, BRADENTON FL 34205 — Owner(s) Address (if different than property above)

Signature of Agent

8412 Palm Lakes Ct Sarasota, FL 34243 / 941-340-5046 — Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 14 day of MAY, 2024, produced Driver License FLORIDA. respectively, as identification and who did (did not) take an oath:

Signature

Notary Public

Print Name

NOTARY PUBLIC
MARTHA B. BONILLA
Notary Public, State of Florida
Commission# HH 243488
My comm. expires March 22, 2026

State of Florida
My Commission Expires: MARCH 22, 2026.

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 412 12TH ST W, BRADENTON FL 34205

I, CBR HOLDINGS LLC, the registered property owner(s) of the above noted property, do hereby authorize

Jon-Paul Taylor — Print Name of Agent

N/A — 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.

Robert Woodring / President

Signature of Owner(s)

406 12TH ST W, BRADENTON FL 34205

Owner(s) Address (if different than property above)

8412 Palm Lakes Ct Sarasota, FL 34243 / 941-340-5046

Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ~~physical~~ presence or ___ online notarization, this 9 day of MAY, 2024, produced Driver License FL respectively, as identification and who did (did not) take an oath:

Signature

MARTHA Bonilla, Notary Public

Print Name

State of Florida
My Commission Expires: MARCH 22, 2026

MARTHA B. BONILLA
Notary Public, State of Florida
Commission# HH 243488
My comm. expires March 22, 2026

AGENT AUTHORIZATION — NOTARY — REQUIRED

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 412 12TH ST W, BRADENTON FL 34205

I, CBR HOLDINGS LLC, the registered property owner(s) of the above noted property, do hereby authorize

Edgardo Pantoja — Print Name of Agent

N/A — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Robert Woodring / President

Signature of Owner(s)

406 12TH ST W, BRADENTON FL 34205

Owner(s) Address (if different than property above)

Signature of Agent

1237 Riverscape St. Bradenton FL 34208 / 954-980-7225

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 9 day of MAY, 2024, produced Driver License FL respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

MARTHA Bonilla, Notary Public

Print Name

State of Florida
My Commission Expires: MARCH 22, 2026

MARTHA B. BONILLA
Notary Public, State of Florida
Commission# HH 243488
My comm. expires March 22, 2026

RECEIVED
By Isabell Salazar at 10:09 am, Jan 22, 2024

bradenton

Special Use 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: CBR HOLDINGS LLC

Owner Address: 406 12TH ST W, BRADENTON FL 34205 Telephone: 941-518-6111

Name of Agent: Robert Woodring

Agent Address: 406 12TH ST W, BRADENTON FL 34205 Telephone: 941-518-6111

Owner/Agent Email: info@ballerzpinball.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 412 12TH ST W, BRADENTON FL 34205

Parcel ID: 3319300004 Acreage: 0.0494

Zoning District: T-5 *click to view Zoning map

Future Land Use: 1205 *click to view FLU map

Ward #: 3 *click to view Ward map

Neighborhood #: 7003 *click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Indicate Type of Special Use Request:

Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: Indoor Amusement - Pinball machines and video games. Machines do NOT accept coins/cash/credit cards. Also, applying for lounge in case beer/wine sales exceed food sales.

MATERIALS FOR REVIEW (REQUIRED)

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
- Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient:☐
Incomplete:☐_____

APPLICATION #: 240223

CITY STAFF ONLY

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

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

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 412 12TH ST W, BRADENTON FL 34205

I, Robert Woodring, the registered property owner(s) of the above noted property, do hereby authorize

Robert Woodring

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.

AGENT AUTHORIZATION — REQUIRED

406 12TH ST W, BRADENTON FL 34205

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

406 12TH ST W, BRADENTON FL 34205 /

Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 27th day of December 2023, produced FL DL W365-761-74-222-0 respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Dayana Gomez, Notary Public
Print Name

DAYANA A GOMEZ
Notary Public, State of Florida
Commission# HH 244050
My comm. expires Feb. 7, 2026

State of Florida
My Commission Expires: Feb 7, 2026

Robert Woodring
CBR Holdings LLC
406 12th St W
Bradenton, FL 34205
941-518-6111

January 15, 2024

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

To Whom It May Concern:

Subject: Special Use Application / Alcoholic Beverage License Application for property located at 412 12th St W, Bradenton, FL 34205

I would like to request a Special Use Permit for an indoor amusement center. The proposed tenant would like to open a family friendly arcade style business at this location consisting of pinball machines and/or retro video games. The machines will not accept any currency. The location will also serve easily prepared food along with beer/wine. I am also requesting an Alcoholic Beverage License at this location in case alcohol becomes a majority of the gross sales.

Regards,



Robert Woodring

SPECIAL USE REVIEW CRITERIA

1. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

The subject property is suitable for the proposed use and meets the City of Bradenton's Special Use Review Criteria. The proposed property is adjacent to already operating businesses on the street. The ingress and egress to the property is adequate for automobile and pedestrian safety and convenience, traffic generation, flow and control as well as emergency access.

2. Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

The proposed use will not affect adjoining properties as far as smoke, noise, glare, dust, vibrations, fumes, or pollutions. Adequate on-street parking and nearby public parking lots/garages available. Loading area also available.

3. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Small dumpster behind the property corresponding to adjacent businesses on the same block. Proposed indoor amusement use is anticipated to generate minimal refuse garbage.

4. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

The proposed use will use existing access to the City's potable water and sanitary sewer systems.

5. Screening, buffering or separation of any nuisance or hazardous feature of the use.

The proposed indoor amusement does not introduce any nuisances or hazards. The volume of the games will be fixed to an appropriate level.

6. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

No current plans for signage. If any signs are requested, they will comply with all City signage requirements. Existing exterior lighting are already in place and functional. The exterior lighting and proposed signs, if any, will not have an effect on traffic safety or glare, and will be in harmony with the surrounding properties.

7. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.

The proposed indoor amusement will not hinder the development of nearby vacant properties, have any effect on the value of surrounding properties, nor adversely affect any surrounding properties or nearby vacant properties economic values.

8. Adequacy of land and/or building which are to be used.

The building and land is adequate for an indoor amusement.

9. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.

The proposed indoor amusement is generally compatible and appropriate with the adjacent properties.

10. Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

There will be no negative impacts to the existing environmental quality of the district in which the use is proposed. The Special Use Permit will not have an effect on the existing environmental quality of the district.

11. Consistency with the City of Bradenton Comprehensive Plan.

The proposed use is consistent with the site's underlying Future Land Use designation of Urban Core. The proposed indoor amusement is consistent with the City of Bradenton Comprehensive Plan.

ALCOHOLIC BERVERAGE LICENSE REVIEW CRITERIA

1. **Approval shall not be granted for a site in a residential zoning district except when authorized by stipulation as part of a Planned Development Project Approval.**

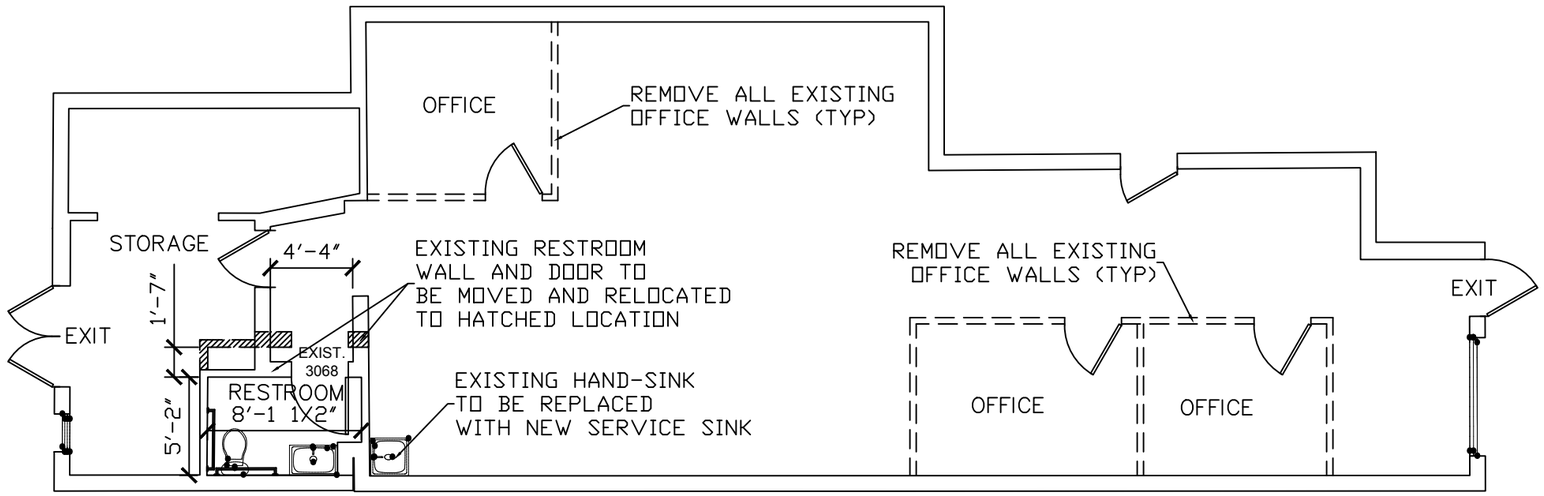
   Proposed site is not in a residential zoning district. Site is located in the T-5 zoning district for mixed use.

2. **Approval shall not be granted on any site within 300 feet of any church, other place of worship, day care center or within 500 feet of any school. The distance shall be measured from the main entrance of the applicant establishment along the shortest route of pedestrian travel, to the main entrance of the principal building of the church, place of worship, or day care center, or to the nearest point on the school grounds.**

   Proposed site is not within 300 feet of any church, other place of worship, day care center, nor within 500 feet of any school.

3. **Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.**

   The sales of alcoholic beverages will be consistent with surrounding land uses.



EXISTING FLOOR/DEMO PLAN

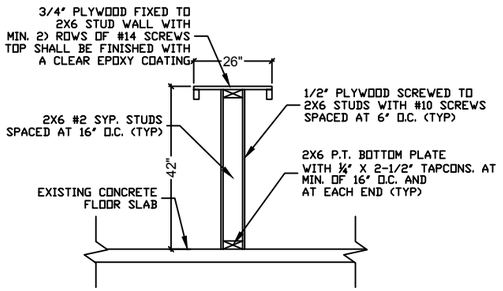
SCALE: 1/8" = 1'-0"

EXISTING CONDITIONS

1. SUSPENDED ACOUSTICAL CEILING THROUGHOUT SPACE.
2. CARPET FLOORING THROUGHOUT
3. TILE FLOORING IN RESTROOM.
4. 3 OFFICES - ALL WITH FREESTANDING WALLS. ONLY ATTACHED BY BOTTOM PLATE.
5. EXISTING RESTROOM.
6. EXISTING SINK.
7. EXISTING ILLUMINATED EXIT SIGN AT FRONT AND REAR DOOR.
8. (3) EXISTING SMOKE DETECTORS CONNECTED TO FACP LOCATED IN ELEVATOR LOBBY. 4-HORN/STOBES AND 2 MANUAL PULL STATIONS.
9. UNIT IS SPRINKLERED THROUGHOUT - EXISTING.

NOTE:
All A/C IS EXISTING AND NOT PART OF SCOPE OF WORK.
A/C SYSTEM WILL REMAIN UNCHANGED.

NOTE:
THIS UNIT IS EQUIPPED WITH FIRE SPRINKLER SYSTEM, THROUGHOUT.

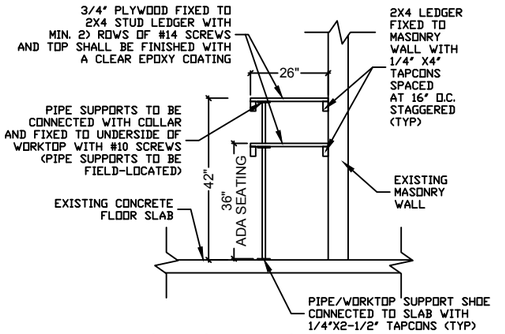


KNEE-WALL/COUNTER DETAIL

SCALE: NTS

EQUIPMENT SCHEDULE

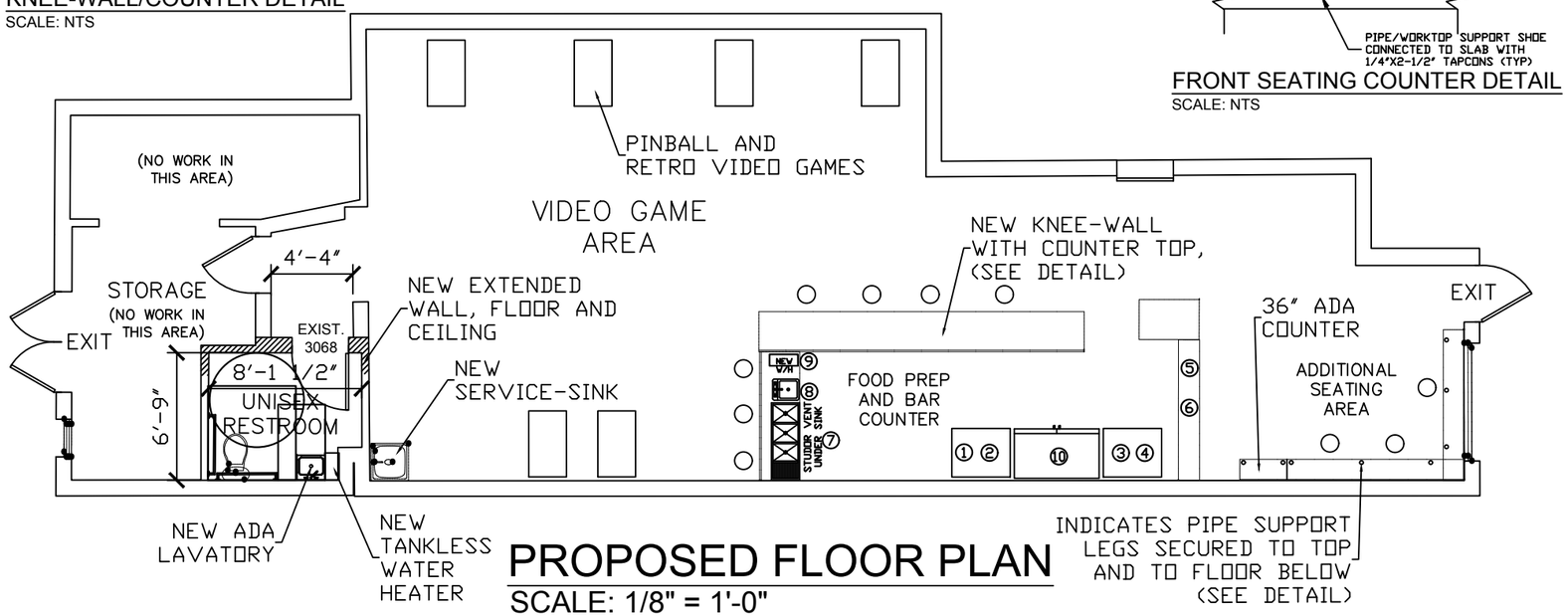
1. ESPRESSO MACHINE
2. COFFEE BEAN GRINDER
3. TABLETOP HOT DOG WARMER/ROLLER
4. TABLETOP PANINI PRESS
5. COLD PREP STATION
6. TABLETOP FOOD WARMERS
7. 3 COMPARTMENT SINK
8. HAND WASH SINK
9. INSTA-HOT WATER HEATER
10. REFRIGERATOR



FRONT SEATING COUNTER DETAIL

SCALE: NTS

NOTE:
456.4.1 BATHROOM FACILITIES:
456.4.1.4
PUBLIC FOOD SERVICE ESTABLISHMENTS WHICH SEAT 10 PERSONS OR LESS SHALL BE REQUIRED TO PROVIDE A MINIMUM OF ONE BATHROOM ACCESSIBLE TO THE PUBLIC.



PROPOSED FLOOR PLAN

SCALE: 1/8" = 1'-0"

SCOPE OF WORK

1) SUSPENDED ACOUSTICAL CEILING TO REMAIN AND BE PAINTED BLACK.
2) EXISTING CARPETING TO BE REMOVED AND EPOXY FINISH TO BE APPLIED TO CONCRETE.
3) RESTROOM WALL MOVED/EXTENDED AND FLOOR TILE, CEILING TILE IN-FILLED AND DRYWALL ADDED AND PAINTED TO MATCH EXISTING.
4) EXISTING OFFICE WALLS TO BE REMOVED.
5) RESTROOM REMAINS UNCHANGED.
6) EXISTING SINK REMOVED AND REPLACED WITH MOP/SERVICE SINK.
7) EXISTING SMOKE DETECTORS SHALL REMAIN.
8) EXISTING SPRINKLERS SHALL REMAIN THROUGHOUT.
9) BAR/COUNTER INSTALLED FOR FOOD PREP AND PATRON SEATING.
10) COUNTER INSTALLED AT FRONT AREA FOR ADDITIONAL PATRON SEATING.
11) ARCADE AREA IS FOR FAMILY FRIENDLY RETRO VIDEO GAMES AND PINBALL MACHINES. (FREE-NO MONEY REQUIRED TO PLAY)

FERGESON BROTHERS
ARCHITECTURE & CONSTRUCTION
6332 MIGHTY EAGLE WAY
SARASOTA, FL 34241
T 813.394.5643
FL AR97600
FB

STATE OF FLORIDA
MATTHEW J FERGESON
AR97600
REGISTERED ARCHITECT
MATTHEW J FERGESON
AR 97600

PROJECT TITLE:
BALLERZ
PINBALL CAFE
412 12TH STREET WEST, BRADENTON, FL

PROJECT DATE:
06-28-23

ISSUED FOR
CONSTRUCTION DOCUMENTS
PERMITTING

REV	DESCRIPTION	DATE

GRAPHIC SCALE:

SCALE:	as indicated
PROJECT MANAGER:	AF
DRAWN BY:	AF
A OF RECORD:	MJF
PROJECT NO:	2023.058

SHEET TITLE:
EXISTING AND PROPOSED FLOOR PLAN

SHEET No.: A-1

(C) COPYRIGHT 2023
FERGESON BROTHERS ARCHITECTURE AND CONSTRUCTION LLC

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
May 22, 2024

Staff Report

Case No.: SU.24.0223
Resolution No.: 24-20
Applicant: Robert Woodring (agent)
Address: 412 12th Street West
Parcel ID: 3319300004
Current Zoning: T5 (Urban Center – Transect District)
Future Land Use: URBCORE (Urban Core)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center – Transect District)
South: T5 (Urban Center – Transect District)
East: T5 (Urban Center – Transect District)
West: T5 (Urban Center – Transect District)

Future Land Use: North: URBCORE (Urban Core)
South: URBCORE (Urban Core)
East: URBCORE (Urban Core)
West: URBCORE (Urban Core)

Request:

Robert Woodring, agent, has submitted a Special Use application requesting permission to allow an Indoor Amusement Center and Lounge at 412 12th Street West. In addition to the subject request, the applicant submitted an alcoholic beverage license application (AB.24.0226) to Planning & Community Development in case beer and wine sales exceed food sales on the premises.

According to the submitted application materials, the proposed use will offer pinball machines and/or retro video games in a family friendly arcade environment. In addition, easily prepared food along with beer and wine are planned to be served.

The applicant included the Lounge request in the submitted application materials in case sales of alcohol sales exceed 51% of the gross food revenue.

The subject property, which is also located in the Historic Downtown Overlay District, is currently undergoing interior renovations to accommodate the proposed use.

The subject property is located in the T5 Urban Center Transect District and according to Table 4.7 of the Form Based Code, both Indoor Amusement Centers and Lounges are listed as a Special Use and require Planning Commission review and City Council approval.

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-S / T4-O	T5	T6	SD
e. CIVIC						
Convention Center				SU	SU	P
Conference Center				SU	P	P
Exhibition Center			SU	SU	SU	P
Fountain or Public Art	P	P	P	P	P	P
Library		P	P	P	P	P
Live Theater			P	P	P	P
Movie Theater			P	P	P	P
Museum			SU	P	P	P
Indoor Amusement Center			SU	SU	SU	SU

	T3	T4-R	T4-S / T4-O	T5	T6	SD
d. RETAIL						
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P
Push Cart				SU	SU	SU
Lounge			SU	SU	SU	SU

Since the alcoholic beverage service is not on public property or requiring public services as part of the subject application, the Alcoholic Beverage License application can be approved administratively by the PCD Director. In

addition, the subject property meets all distance separation requirements between places of alcoholic beverage sales and places of worship and schools. Calculations measured the closest church has the distance at approximately 700-feet.

In the future should the applicant/property owner wish extend the service of alcohol onto the public sidewalk and sales of food continues to exceed alcohol sales, a Special Use approval will be required as the service of alcohol on the public sidewalk is classified as a Sidewalk Café.

FORM BASED CODE REGULATIONS:

Retail:

12.1.d.vi *Sidewalk Café*. An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the Sidewalk area adjacent to the café or restaurant.

12.1.d.vii. *Lounge*. An establishment engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises. Uses such as billiard parlors, dance halls, and live music venues may be included in this category if alcoholic sales exceed 49% of the gross revenue. Although a lounge may have a package store component an independent Liquor Sales Establishment is defined as an establishment engaged in retail sales of alcoholic beverages for consumption of the premise.

Civic Uses:

12.1.e.x *Indoor Amusement Center.* An establishment whose main purpose is to provide the general public with an amusing or entertaining activity and where tickets are sold or fees are collected for the activity. Includes, but not limited to, skating rinks, arcades, bowling alleys, and billiard halls, but not movie theaters.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: It appears that the proposed uses are suitable for the location.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed uses.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for

the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed uses.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: It appears that the existing ingress and egress to the property is adequate to meet the needs of the proposed uses. The subject property is in an area designed more for pedestrian traffic than vehicular traffic.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the proposed uses will not affect adjoining properties as far as smoke, glare, dust, vibrations, fumes, and pollution. Adequate off-street parking is also available in public surface lots and parking garages.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: It appears that the proposed uses will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: It appears that the proposed uses will not affect or impact existing utilities as the subject property already has utilities and city services.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: With the proposed uses being indoors, the applicant needs to be aware of neighboring properties with shared walls so that the noises from the games are buffered sand not negatively impacting adjacent uses.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It appears that the proposed uses will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the proposed uses are adequate for the subject property. They are also compatible with neighboring properties.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: It appears that the proposed uses are compatible and appropriate with adjacent properties. The 12th Street West (Old Main Street Corridor) is an area for entertainment and it appears that the proposed uses will contribute to that theme.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed uses are consistent with the Comprehensive Plan as the Comprehensive Plan encourages commercial, restaurants, recreation and entertainment venues within the URBORE.

** Please see the application materials for the applicant's response to the Review Criteria.

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval** of Resolution 24-20, Case Number SU.23.4849, as submitted.

Planning Commission met on February 21, 2024, and recommended **Approval** of Resolution 24-20, Case SU.24.0223, as submitted (vote 6-0).

City Council has reviewed the subject request at their March 13, 2024, April 10, 2024, April 24, 2024 and May 22, 2024 meetings. At the March 13, 2024 meeting, Council directed staff and the applicant to develop a list of potential conditions should the request be approved. Following is the list of recommended conditions should City Council decide to approve the request with conditions:

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

9. The use shall close between the hours of 2am and 6am.
10. Should the business close for a period of 30 days or longer, Special Use Permit (Resolution 24-20, Case SU.24.0223) shall become null and void. The 30-day closure requirement may be waived by City Council for good cause upon request by the applicant.

Respectfully submitted,



Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Proposed Interior Floor Plan

Exhibit "A"


3RD AVE W
3RD AVE W
Old Main Street
SUBJECT PARCEL
4TH AVE W
4TH AVE W
Bradenton
12TH ST W
13TH ST W
10TH ST W
MANATEE AVE W
64
MANATEE AVE W
11TH ST W
N
W
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S
SU.24.0223 Amusement Center
CBR Holdings, LLC
412 12th Street West
PID: 3319300004
CITY OF BRADENTON FLORIDA
Location
0 25 50 75
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

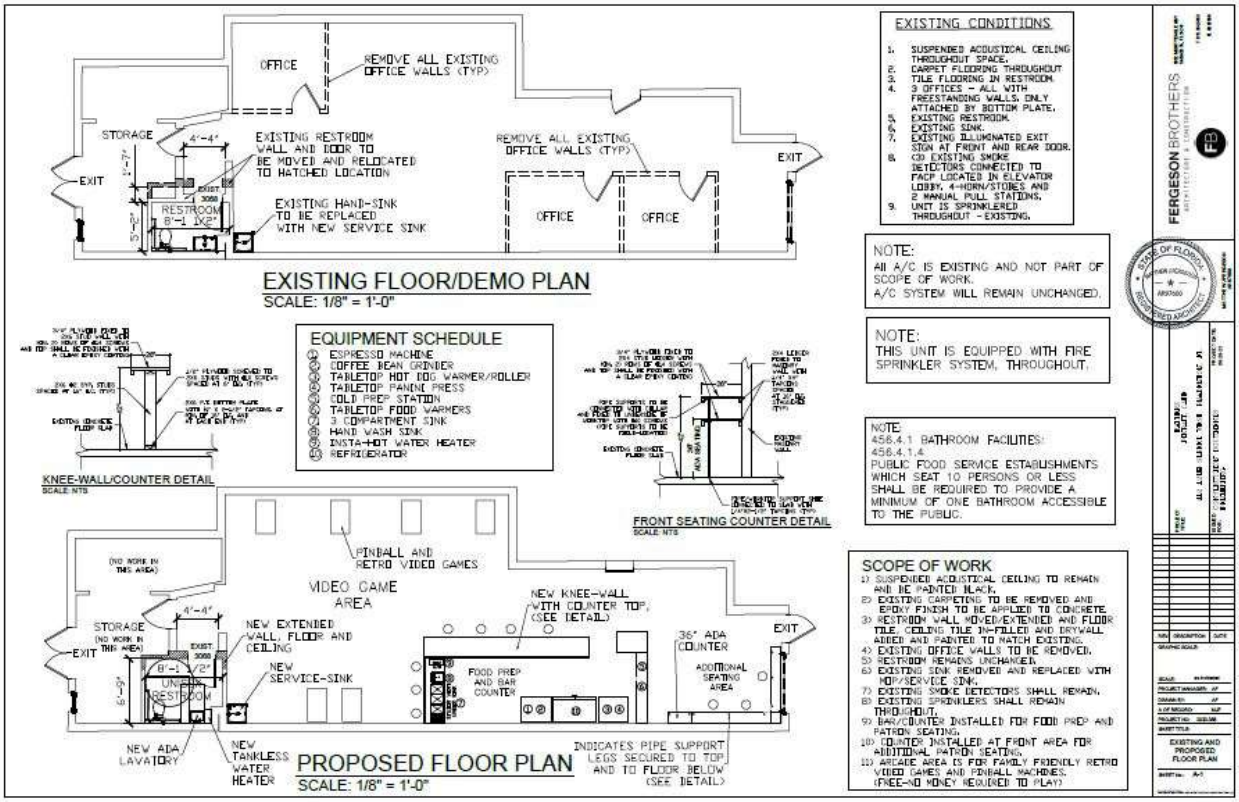
Exhibit "B"


3RD AVE W
3RD AVE W
URBCORE
URBCORE
URBCORE
Old Main Street
URBCORE
SUBJECT PARCEL
4TH AVE W
4TH AVE W
URBCORE
14TH ST W
4TH AVE DR W
URBCORE
URBCORE
URBCORE
URBCORE
5TH ST W
12TH ST W
10TH ST W
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MANATEE AVE W
64
MANATEE AVE W
URBCORE
11TH ST W
URBCORE
SU.24.0223 Amusement Center
CBR Holdings, LLC
412 12th Street West
PID: 3319300004
CITY OF BRADENTON FLORIDA
Furure Land Use
0 25 50 75
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Exhibit "C"


3RD AVE W
3RD AVE W
T5
T5
T5
Old Main Street
T5
T6
SUBJECT PARCEL
4TH AVE W
4TH AVE W
T5
T5
T5
T5
4TH AVE DR W
14TH ST W
T5
T6
T6
12TH ST W
10TH ST W
13TH ST W
MANATEE AVE W
64
MANATEE AVE W
T5
T5
T5
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11TH ST W
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SU.24.0223 Amusement Center
CBR Holdings, LLC
412 12th Street West
PID: 3319300004
CITY OF BRADENTON FLORIDA
Zoning
0 25 50 75
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Exhibit "D"


EXISTING FLOOR/DEMO PLAN
SCALE: 1/8" = 1'-0"
PROPOSED FLOOR PLAN
SCALE: 1/8" = 1'-0"
EQUIPMENT SCHEDULE
ESPRESSO MACHINE
COFFEE BEAN GRINDER
TABLETOP HOT DOG WARMER/ROLLER
TABLETOP PANINI PRESS
COLD PREP STATION
TABLETOP FOOD WARMERS
3 COMPARTMENT SINK
HAND WASH SINK
INSTA-HOT WATER HEATER
REFRIGERATOR
KNEE-WALL/COUNTER DETAIL
FRONT SEATING COUNTER DETAIL
EXISTING CONDITIONS
NOTE:
All A/C IS EXISTING AND NOT PART OF SCOPE OF WORK.
A/C SYSTEM WILL REMAIN UNCHANGED.
NOTE:
THIS UNIT IS EQUIPPED WITH FIRE SPRINKLER SYSTEM, THROUGHOUT.
NOTE:
456.4.1 BATHROOM FACILITIES:
456.4.1.4
PUBLIC FOOD SERVICE ESTABLISHMENTS WHICH SEAT 10 PERSONS OR LESS SHALL BE REQUIRED TO PROVIDE A MINIMUM OF ONE BATHROOM ACCESSIBLE TO THE PUBLIC.
SCOPE OF WORK
FERGESON BROTHERS

City Council
May 22, 2024
(Continued from March 13, 2024, April 10, 2024, & April 24, 2024)
Resolution: 24-20
Case: SU.24.0223

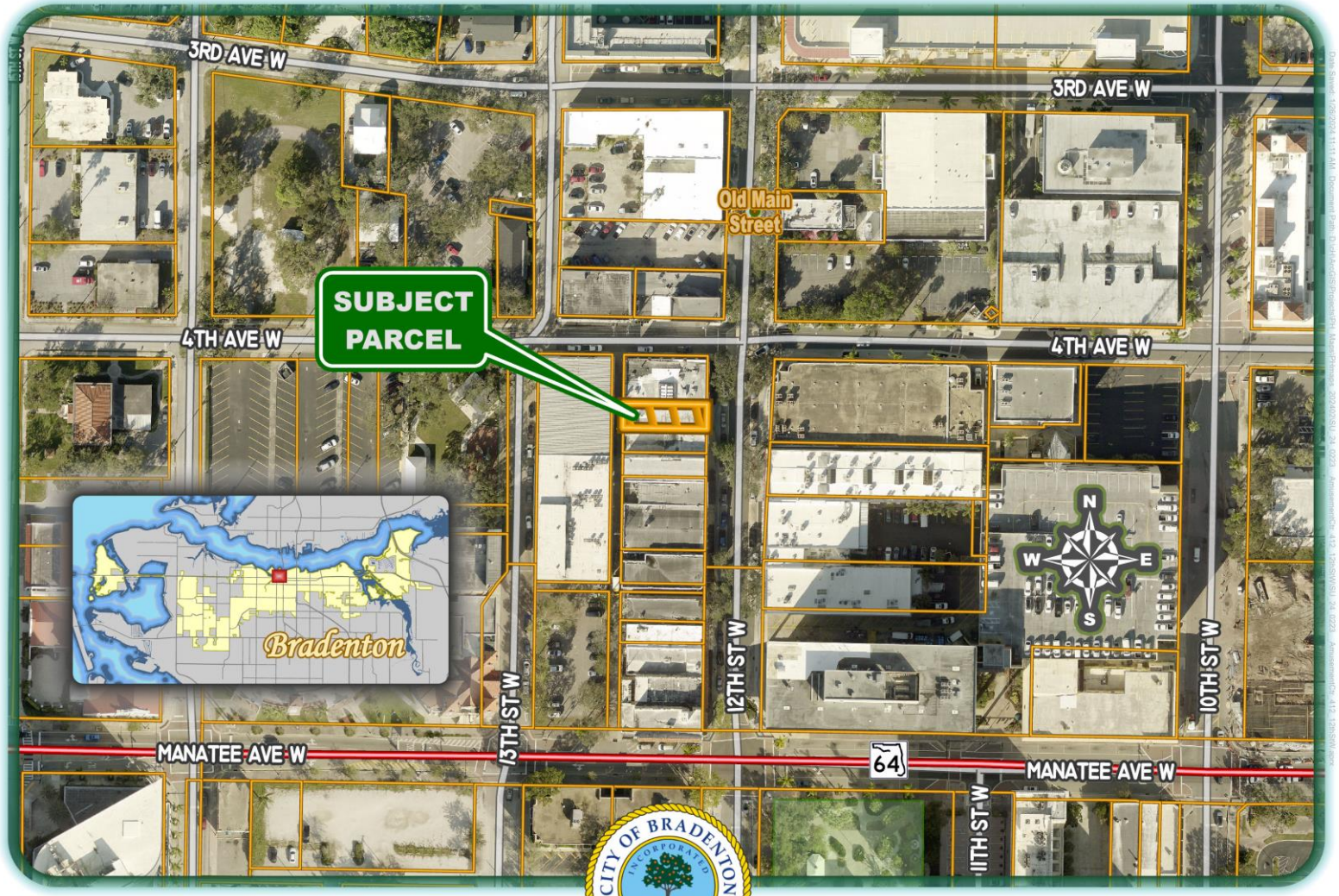
Request Special Use approval to permit a Lounge and Indoor Amusement Center (pinball and retro video games)

Staff Contact: Greg DeLong; Asst. Director of PCD

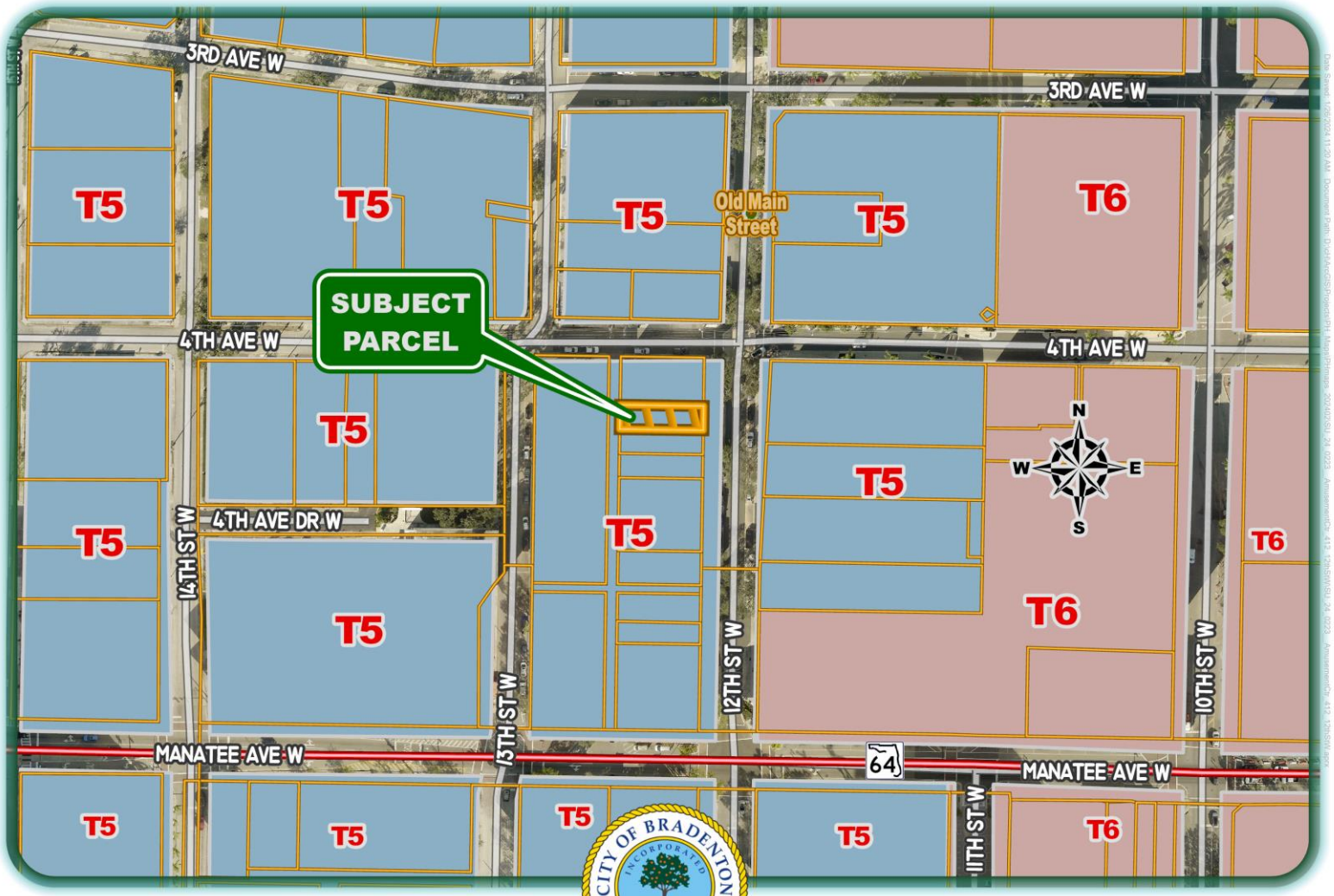
Case Information

- Applicant: Robert Woodring (agent)
- Address: 412 12th Street West
- Parcel ID No: 3319300004
- Acreage: .0494 acres
- Current Zoning: T5 (Urban Center)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Use: Vacant Commercial Space
- Purpose: Approval of a Special Use Permit to allow an Indoor Amusement Center and Lounge

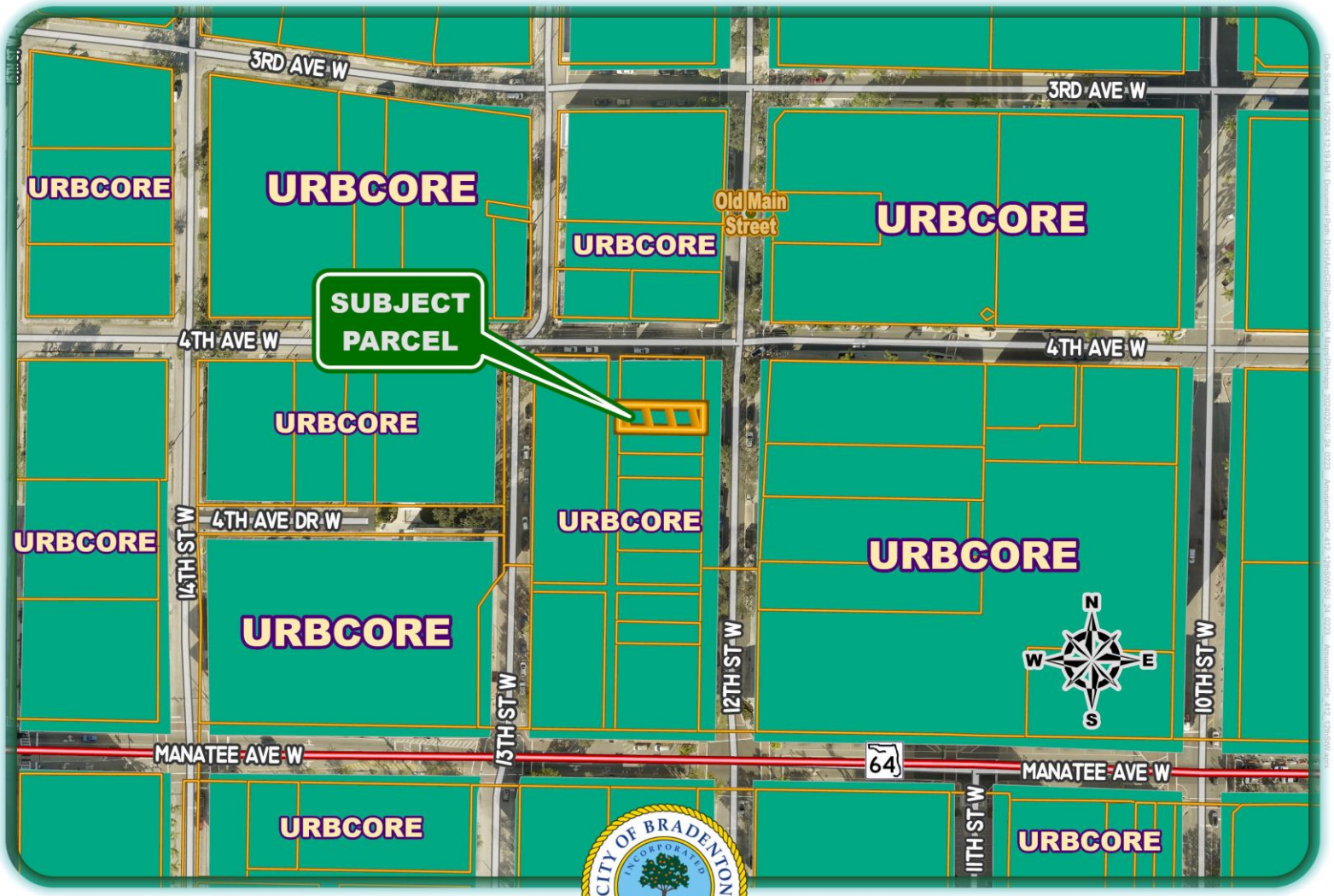
Location Map



Zoning Map


3RD AVE W
3RD AVE W
Old Main Street
SUBJECT PARCEL
4TH AVE W
4TH AVE W
4TH AVE DR W
14TH ST W
13TH ST W
12TH ST W
10TH ST W
11TH ST W
MANATEE AVE W
MANATEE AVE W
64
T5
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W
SU.24.0223 Amusement Center
CBR Holdings, LLC
412 12th Street West
PID: 3319300004
CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA
Bradenton Department of Planning and Community Development
Zoning
0 25 50 75
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Future Land Use Map



Proposed Request

- Applicant is requesting to:
  - Open an Indoor Amusement Center
  - Business is planning on having pinball machines and/or retro video games in a family friendly arcade atmosphere
    - Prepared food along with beer and wine will also be available for customers
  - Applicant included the Lounge request in case the sale of alcohol exceeds 51% of gross food revenue
    - The alcoholic beverage application can be approved Administratively since alcohol is not being served on public property or requiring public services as part of application
    - Distance requirements from churches and schools is met
      - State statute states no closer than 500 feet from schools
      - Land Use Regulations state 300 feet from schools and churches
      - Closest is a church 700 feet away

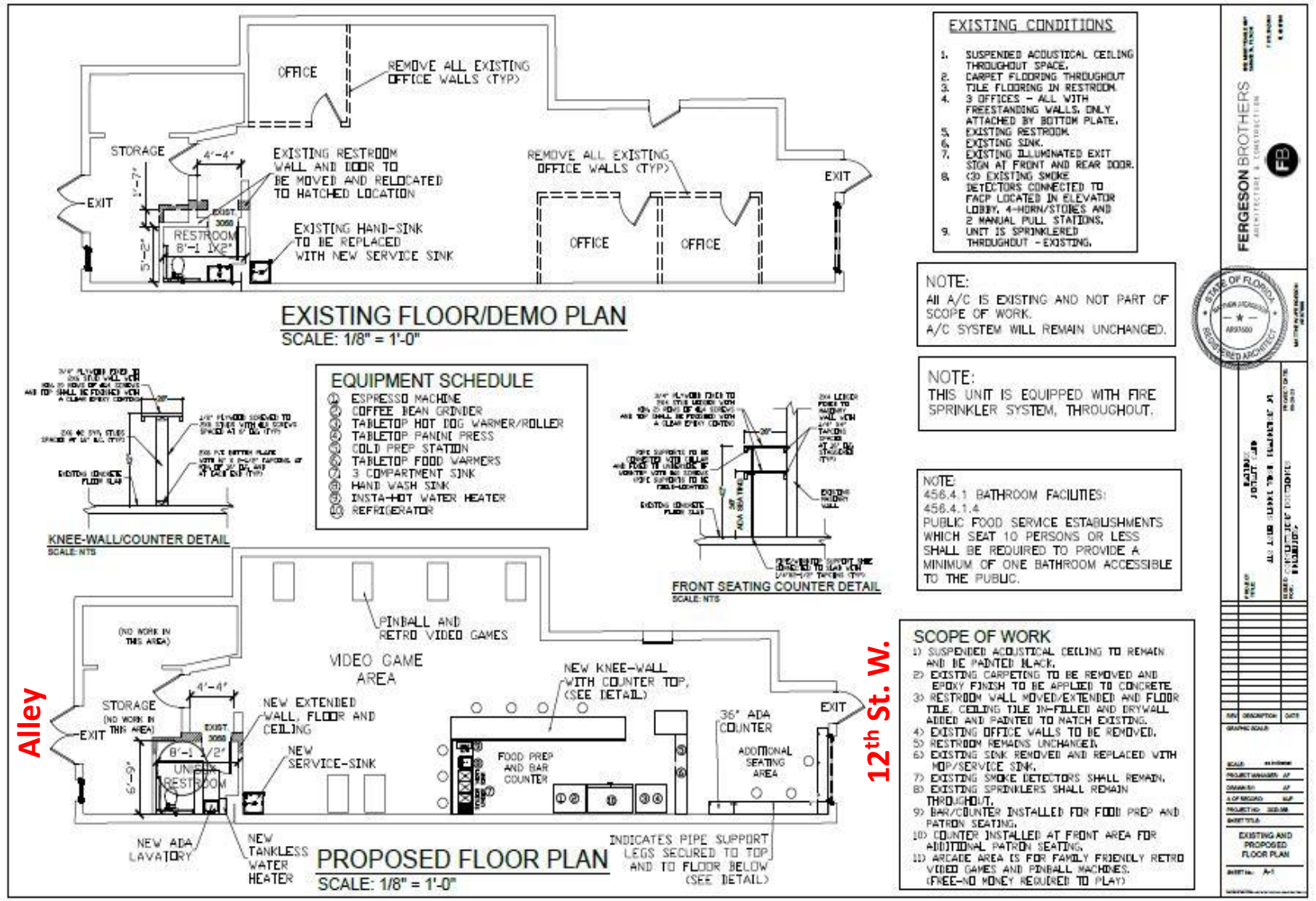
Form Based Code – Use Table

- Indoor Amusement Center and Lounge are both listed as Special Use in the T5 zoning district

e. CIVIC	T4-S	T3	T4-R	T4-O	T5	T6	SD
Convention Center					SU	SU	P
Conference Center					SU	P	P
Exhibition Center				SU	SU	SU	P
Fountain or Public Art	P	P	P	P	P	P	
Library		P	P	P	P	P	P
Live Theater				P	P	P	P
Movie Theater				P	P	P	P
Museum				SU	P	P	P
Indoor Amusement Center				SU	SU	SU	SU

d. RETAIL	T4-S	T3	T4-R	T4-O	T5	T6	SD
Special Events			SU	SU	SU	SU	P
Retail Building				P	P	P	SU
Display Gallery				P	P	P	SU
Restaurant				P	P	P	SU
Kiosk				P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]				P	P	P	P
Push Cart					SU	SU	SU
Lounge				SU	SU	SU	SU

Proposed Interior Floor Plan



East Elevation – 12th Street West



East Elevation – 12th Street West



West Elevation – Alleyway



General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LURs)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Review Criteria (LURs)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Staff Recommendation

Based on Staff's findings in response to the review criteria established for a Special Use permits, Staff recommends **Approval** of Resolution 24-20; Case SU.24.0223, as submitted

Planning Commission met on February 21, 2024, and recommended **Approval** of Resolution 24-20, Case SU.24.0223, as submitted (vote 6-0)

Since the City Council process has begun, staff has crafted conditions for approval for City Council to consider (see two next slides).

Recommended Conditions:

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

Recommended Conditions:

9. The use shall close between the hours of 2am and 6am.
10. Should the business close for a period of 30 days or longer, Special Use Permit (Resolution 24-20, Case SU.24.0223) shall become null and void. The 30-day closure requirement may be waived by City Council for good cause upon request by the applicant.

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
February 21, 2024

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, Richard Whetstone, 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.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 1:59 p.m.
2. Pledge of Allegiance.
3. Mayor Gene Brown thanked the Planning Commissioners and stated that he appreciates everything that they do.
4. Motion to approve the January 17, 2024 Meeting Minutes by Commissioner Whetstone, and seconded by Commissioner Green. Motion passed unanimously.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

AGENDA ITEMS:

1. **Variance Application: Case VA.23.5138:** Review and approval of Final Order from the January 17, 2024 meeting.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. She stated that this is a final order and just needs action by the Planning Commission.

Motion: Commissioner Green motioned to approve. Commissioner Whetstone seconded the motion. Motion passed unanimously.

2. **Right-of-Way Vacation Application: Ordinance 4033, Case RV.24.0120**: Request filed by the City of Bradenton, for a right-of-way vacation for a portion of a 16-ft. alley located north of 2229 Manatee Avenue East (Parcel ID Number 1319900109) in the UCC (Urban Commercial Corridor) zoning district.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends approval with no stipulations.

Public Comment: Chair Bakker opened the Public Hearing.
Ken Harrington, 2214 3rd Ave. E., Bradenton, FL, stated that his property borders this right-of-way. He discussed access to other right-of-ways.
Thomas Shumard, 231 22nd St. E., Bradenton, FL, is a neighbor of this property for 18 years. He spoke about the new fire station, traffic flow, lighting, and the neighborhood.

Public Hearing was closed.

Motion: Commissioner Autrey motioned to approve. Commissioner Landefeld seconded. Motion passed unanimously.

3. **Variance Application, Case VA.24.0151:** Request filed by Jennifer Vilone, agent for Kathleen Holewa, for a variance to increase the allowable impervious coverage calculation for property located at 2114 Grand Flora Trail (Parcel ID Number 1383505009) in the R-1 (Low Density, Single Family) zoning district

Staff Recommendation: Monica Friedl spoke on behalf of the City. Staff recommends denial based on conditions.

The Commission discussed pervious pavers and structures.

Applicant: Jason Zavala, owner of Sunscape Pools, 13112 Sweetwater Way, Bradenton, FL, spoke on behalf of the applicant. His company will be using pervious pavers and this fits into the 50% rule, as discussed.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Autrey motioned to approved with the stipulation that pervious pavers are used for water flow and the applicant supplies data. Commissioner Green seconded. Motion passed 5 to 1.

4. **Special Use Permit, Resolution 24-20, Case SU.24.0223:** Request file by Robert Woodring, agent for owner CBR Holdings LLC, for a Special Use Permit to allow for a Lounge and Indoor Amusement Center (pinball and video games) at property located at 412 12th Street West (Parcel ID Number 3319300004) in the T5 (Urban Center Transect District) zoning district.

Staff Recommendation: Greg DeLong spoke on behalf of the City. 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 Autrey motioned to approve. Commissioner Landefeld seconded. Motion passed unanimously.

5. **Variance Application, Case VA.23.4895:** Request filed by Randy Goodfred, agent for Universal Health Services Inc. and Jakalyse Inc., for variances to increase the number of permitted wall signs, allow monument signs visible from 75th Street West in excess of the code allowance for number of signs, allow for an increase in the overall size of the sign and the percentage of changeable copy permitted on a new monument sign along 75th Street West, and allow a new pole sign in excess of the allowable square footage along Manatee Avenue West; for properties located at 633 75th Street West and 7481 Manatee Avenue West (Parcel ID Numbers 3899400559 and 3899400609) in the SCC (Suburban Commercial Corridor) zoning district.

Staff Recommendation: Monica Friedl spoke on behalf of the City. Staff recommends denial based on criteria.

Applicant: Joshua (inaudible), Manatee Memorial Hospital, 26 2nd St., Bradenton, FL, spoke about the ease of access for this new location of this E.R.

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.

6. **Zoning Atlas Amendment, Ordinance 4025, Case LU.23.4560:** Request filed by Margaret Tusing of ZNS Engineering; agent for owner MRW Associates, LLC, for a zoning atlas amendment to rezone properties located at 910 Riverside Drive East, 111 10th Street East, 1008 Riverside Drive East, 1010 Riverside Drive East and 1020 Riverside Drive East (Parcel ID Numbers 3219300005, 3210500359, 3210500309, 3212400000, and 3210500409) from T4-R (General Urban Restricted) to the T4-O (General Urban Open) zoning district.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. Staff recommends approval.

Applicant: Margaret Tusing, ZNS Engineering, 1023 Manatee Ave. W., Bradenton, FL, showed Power Point presentation and stated that this is consistent with the area. Also, Forrest Cypret, 5117 (inaudible) Ave., Sarasota, FL, discussed questions from Commissioner Green about a Daiquiri Deck and the location of the restaurant. He has spoken to the neighbors and will work with them. He feels that this restaurant is a great asset to the area.

Public Comment: Chair Bakker opened the Public Hearing.
Carey Newton, Home Improvements by Carey LLC, 112 10th St. E., Bradenton, FL, sent an email to staff opposing the change in the zoning. Her email stated that she is concerned about growth, infrastructure, and traffic. It stated that she is also concerned about property values and the benefits of the builders.
Dale Ward, 819 3rd Ave. E., Bradenton, FL, is opposed to the change in zoning. He feels that residents would rather see more houses.
Kendall McDonald, 1002 Riverside Dr. E., Bradenton, FL, is opposed to the rezoning. His home is directly next to where the 6 stories will be. The neighbors are surrounded by 3 story buildings. He is also concerned about a Daiquiri Deck being so close to a park and Riverwalk. Currently there is low traffic in the area.
Paul Grivas, 106 9th St. E., Bradenton, FL, is opposed to the change. He stated that he had not received notice of this change. He is concerned about the traffic and the on-street parking.

Public Hearing was closed.

Applicant: Forrest Cypret stated that his restaurants serve more food than alcohol, and this will be a family environment.

Motion: Commissioner Green motioned to approve. Commissioner Autrey seconded. Motion passed unanimously.

7. **Zoning Atlas Amendment, Ordinance 4026, Case LU.23.4561:** Request filed by Margaret Tusing of ZNS Engineering; agent for owner MRW Associates, LLC, for a zoning atlas amendment to rezone properties located at 214 9th Street East, 208 9th Street East, 112 9th Street East, 110 9th Street East, 108 9th Street East, 406 9th Street East, and 304 9th Street East (Parcel ID Numbers 3134700008, 3134800006, 3134900004, 3135000002, 3135100000, 3137900001, and 3136200007) from T4-O (General Urban Open) to the T5 (Urban Core) zoning district. The applicant is also requesting to remove 214 9th Street East, 208 9th Street East, 112 9th Street East, 110 9th Street East, 108 9th Street East, 406 9th Street East, 304 9th Street East, 301 9th Street East, 201 9th Street East, 825 3rd Avenue East, 108 8th Street East, 106 8th Street East, and 807 3rd Avenue East (Parcel ID Numbers 3134700008, 3134800006, 3134900004, 3135000002, 3135100000, 3137900001, 3136200007, 3218500001, 321800006, 3135800005, 3139200004, 3140300009, and 3138800002) from the Antiques Overlay District.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. Staff recommends approval.

Applicant: Margaret Tusing, ZNS Engineering, 1023 Manatee Ave. W., Bradenton, FL, discussed the rezoning and the changes that are being requested.
Also, applicant Forrest Cypret was available for questions.

Public Comment: Chair Bakker opened the Public Hearing.

Carl Callahan, 114 25th St. W., Bradenton, FL, discussed the district, the area, and the uses. He brought up the intent of the Land Use Regulations.
Paul Grivas, 106 9th St. E., Bradenton, FL, stated that he was not notified of these requests. He lives adjacent to the property and does not feel that the sewer system can handle the extra hotels, units, etc. He also spoke about traffic and roads. He is opposed.
Dale Ward, 819 3rd Ave. E., Bradenton, FL, is opposed. His house is in the middle of this development.
Thomas Shumard, 231 22nd St. E., Bradenton, FL, is opposed to the development. He spoke about sewage, water, and the street being torn up.

Public Hearing was closed.

Applicant: Margaret Tusing, ZNS Engineering, 1023 Manatee Ave. W., Bradenton, FL, stated that the Land Use Regulations already allowed the number of units, etc. They will work with the neighbors.
Also, applicant Forrest Cypret stated that signs were posted throughout the neighborhood.

Motion: Commissioner Landefeld motioned to approve. Commissioner Green seconded. Motion passed 5 to 1.

Director's Report:
Greg DeLong discussed Volunteer Board Policies and a mandatory training that will take place on March 11th, 2024 at 2:00 in Council Chambers. It will be partly about City emails. One of the long-term goals is to use Granicas.
Robin Singer added that Commissioners download agendas on iPads and see them on-line.
Mr. DeLong gave an update on meetings.
Ms. Singer spoke about the Visioning Process. Staff has been at the Saturday Market and along Riverwalk passing out post cards and flyers. She discussed future meetings for the Visioning Process. There will also be an on-line survey.

Adjournment: The meeting adjourned at 3:57 p.m.

3/20/24

Ben Bakker, Chair

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

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 22, 2024
SUBMITTED BY:	Greg DeLong, Planning & Community Development
ITEM TYPE:	Resolution
AGENDA SECTION:	BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS
SUBJECT:	**Quasi-Judicial:** RESOLUTION 24-28 - PUBLIC HEARING A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0894 TO PERMIT A DISTILLERY/BREWERY FOR PROPERTY LOCATED AT 1008 4TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3291400004), IN THE T6 URBAN CORE TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
SUGGESTED ACTION:	Approval of Resolution 24-28 with conditions. Planning Commission reviewed the subject request at their April 17, 2024, meeting. Planning Commission voted 5-0 to recommend approval with conditions.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant has submitted an application requesting approval to allow onsite distilling and brewing at property located at 1008 4th Avenue West, otherwise known as the future location of Good Liquid Distillery and Taproom Downtown.

The subject property is located in the T6 Urban Core Transect Zoning District, which is within the city's Form Based Code Area. In review of the Form Based Code, the proposed uses (distillery and brewery) don't appear to fall into any specific use category; therefore, per Section 4.7.3.e of the Form Based Code, when a use cannot be clearly placed into a use category, and it is not prohibited, the PCD Director may allow an applicant to seek approval through a Special Use application.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Conflict Counsel Augello.

SUGGESTED MOTION:
Motion to approve Resolution 24-28; Case SU.24.0894 with the following conditions:

1. Onsite distilling equipment shall not produce batches in excess of 6-gallons or the equivalent of thirty (30) 750 mL bottles.
2. Onsite brewing equipment shall not produce batches in excess of 45-gallons.
3. Fire sprinkler system shall be designed for the storage of flammable liquids.
4. Still Room shall be upgraded to meet fire ratings.
5. Ventilation shall be upgraded to meet codes for flammable operations.
6. Any expansion and/or increase in production of onsite distilling/brewing shall require Special Use approval prior to commencement of said expansion and/or increase.

ATTACHMENTS:
Resolution 24-28
SU.24.0894 Application
SU.24.0894 Staff Report
SU.24.0894 Presentation
04-17-24 Planning Commission Draft Minutes

RESOLUTION 24-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0894 TO PERMIT A DISTILLERY/BREWERY FOR PROPERTY LOCATED AT 1008 4TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3291400004), IN THE T6 URBAN CORE TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 3rd Avenue Associates, LLLP (the "Property Owner" or "Applicant") owns the property located at 1008 4th Avenue West, Bradenton, Florida (Parcel ID 3291400004), more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T6) Urban Core – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T6 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, does not identify the uses of distillery/brewery; and

WHEREAS, the City of Bradenton Form Based Code, Section 4.7.3.e, states that when a use cannot be clearly placed into a category, and it is not prohibited by the FBC, LUR, or Comprehensive Plan, the PCD Director may allow an applicant to seek approval through a Special Use application; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a distillery/brewery; and

WHEREAS, the Planning Commission held a noticed public hearing on April 17, 2024 at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on May 22, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a sidewalk café with alcoholic sales, as shown on the Floor Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended approval with stipulations.
e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
e. Screening, buffering or separation of any nuisance or hazardous feature of the use.
f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
h. Adequacy of land and/or building which are to be used.
i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
k. Consistency with the city's comprehensive plan.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a distillery/brewery as generally shown on the Floor Plan attached hereto as Exhibit "B", with the following stipulations:

1. Onsite distilling equipment shall not produce batches in excess of 6-gallons or the equivalent of thirty (30) 750 mL bottles.
2. Onsite brewing equipment shall not produce batches in excess of 45-gallons.
3. Fire sprinkler system shall be designed for the storage of flammable liquids.
4. Still Room shall be upgraded to meet fire ratings.
5. Ventilation shall be upgraded to meet codes for flammable operations.
6. Any expansion and/or increase in production of onsite distilling/brewing shall require Special Use approval prior to commencement of said expansion and/or increase.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability

on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 22nd DAY OF MAY, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

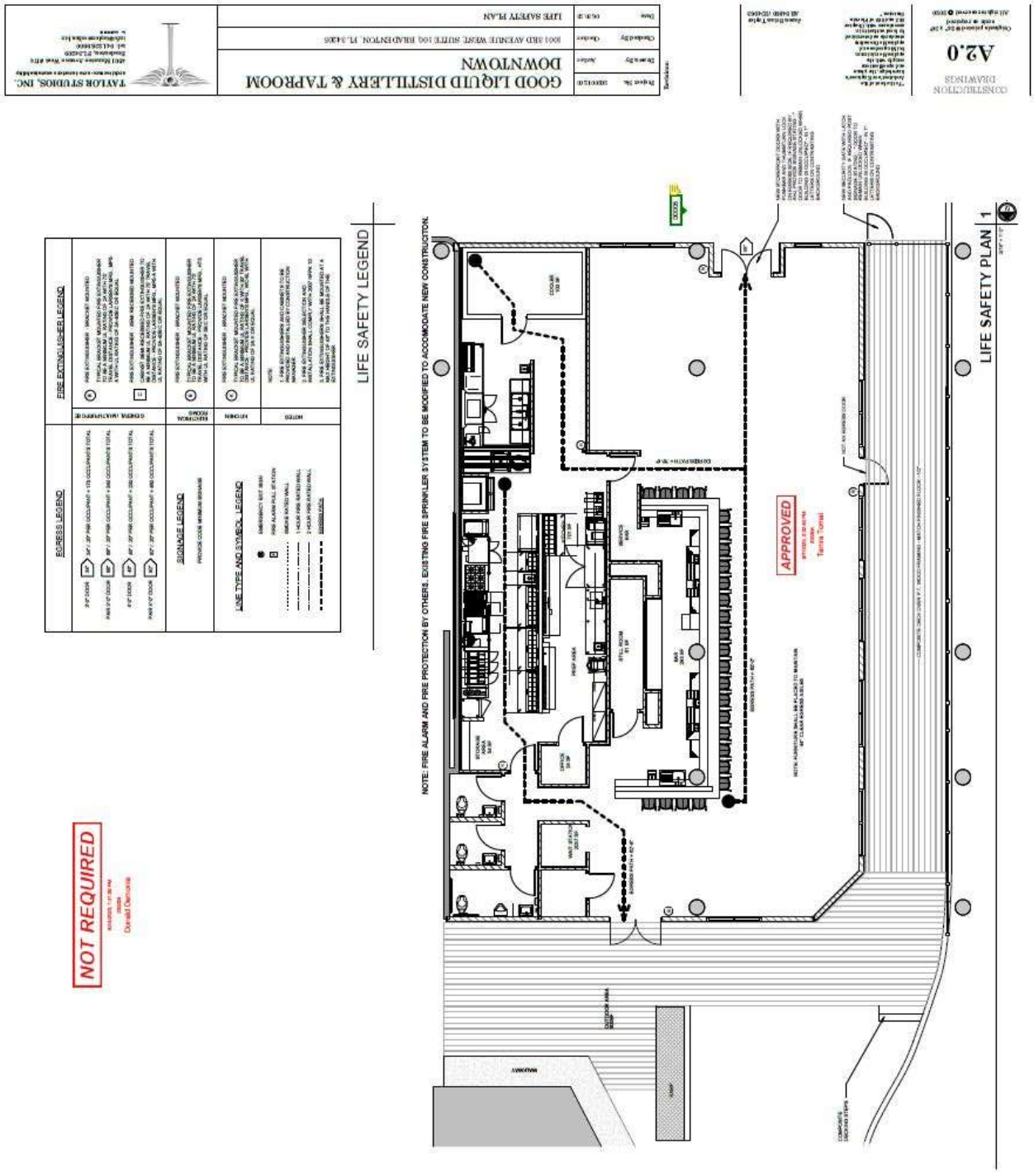
APPROVED AS TO FORM:

_____
Erica Augello
ERICA AUGELLO AS CONFLICT COUNSEL
O/B/O CITY ATTORNEY

EXHIBIT A

THAT PART OF BLK C OF SMITH'S ADD TO BRADENTON, AS REC IN PL BK 1, PG 135, PRMCF, LYING E OF THE ELY MOST LN OF RIVERVIEW CENTER, A CONDO, AS REC IN CONDO BK 14, PG 121, PRMCF, & ITS SLY PROLONGATION; SD ELY LN ALSO BEING THE E LN OF THE W 10.00FT OF SD BLK C, BEING MORE PARTICULARLY DESC AS FOLL: BEGIN AT THE SE COR OF SD BLK C, TH S 89 DEG 47 MIN 40 SEC W, ALG THE S LN OF SD BLK C, A DIST OF 191.23 FT TO THE PT OF INTERSECTION OF THE SLY PROLONGATION OF THE ELY MOST LN OF SD RIVERVIEW CENTER CONDO, SD PT ALSO BEING THE SE COR OF THE W 10.00 FT OF SD BLK C, TH N 00 DEG 06 MIN 12 SEC E, A DIST OF 219.67 FT TO THE NE COR OF SD RIVERVIEW CENTER CONDO, SD COR ALSO BEING THE NE COR OF THE W 10.00 FT OF SD BLK C, TH N 89 DEG 39 MIN 01 SEC E, A DIST OF 191.53 FT TO THE NE COR OF SD BLK C, TH S 00 DEG 10 MIN 44 SEC W, A DIST OF 220.15 FT TO THE POB. WHICH LANDS CONSIST OF TWO PARCELS: PARCEL 1 DESC AS: ALL OF LOTS 1,2,4,5,6,& 8, AND LOT 3, LESS THE W 10 FT, AND THE E 30 FT OF LOT 7, BLK C, SMITH'S ADD TO BRADENTON, PER PL BK 1, PG 135, PRMCF. PARCEL 2 DESC AS: THE E 10 FT OF THE W 20 FT OF LOT 7, BLK C, SMITH'S ADD TO BRADENTON, AS REC ON PG 135 OF PL BK 1, PRMCF. TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING ADJACENT THERETO REC OR 1092/2410. (1837/6996)PI#32914.0000/4

EXHIBIT B


GOOD LIQUID DISTILLERY & TAPROOM
DOWNTOWN
1001 3RD AVENUE WEST, SUITE 106, BRADENTON, FL 34205
LIFE SAFETY PLAN
TAYLOR STUDIOS, INC.
A2.0
CONSTRUCTION DRAWINGS
LIFE SAFETY LEGEND
EGRESS LEGEND
FIRE EXTINGUISHER LEGEND
SIGNAGE LEGEND
LINE TYPE AND SYMBOL LEGEND
NOTES
LIFE SAFETY PLAN 1
NOTE: FIRE ALARM AND FIRE PROTECTION BY OTHERS. EXISTING FIRE SPRINKLER SYSTEM TO BE MODIFIED TO ACCOMODATE NEW CONSTRUCTION.
APPROVED
NOT REQUIRED

RECEIVED
By Isabell Salazar at 2:59 pm, Mar 08, 2024

bradenton
The Friendly City

Special Use 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: 3rd Avenue Associates, LLLP

Owner Address: 1001 3rd Avenue West, Ste 600, Bradenton, FL 34205 Telephone:

Name of Agent: Michael Krail, GL Distillery BRA, LLC and ZNS Engineering, L.C., Margaret Tusing

Agent Address: 1023 Manatee Avenue W., 7th Floor Bradenton, FL 34205 Telephone: 941-748-8080 ext 132

Owner/Agent Email: margarett@znseng.com

PROPERTY INFORMATION — REQUIRED

Property Address: 1008 4th Ave. W., Bradenton, FL 34205

Parcel ID: 3291400004 Acreage: Total Project Area: 0.97 AC

Zoning District: T-6 Future Land Use: Urban Core
*click to view Zoning map *click to view FLU map

Ward #: 3 Neighborhood #: PP
*click to view Ward map *click to view Neighborhoods map

DESCRIPTION — REQUIRED

Indicate Type of Special Use Request:
Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: Special Use Application to permit a distillery and brew pub at 1008 4th Avenue W

MATERIALS FOR REVIEW — REQUIRED

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
  - Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

CITY STAFF ONLY — CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

Application Sufficiency:
Sufficient: ☑ X
Incomplete: ☐

FEE COLLECTED: $

RECEIPT #:

APPLICATION #: 1,820.00

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

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

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

Agent Authorization Form

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

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1008 4th Ave W, Bradenton, FL 34205

I, Jason Bartz, the registered property owner(s) of the above noted property, do hereby authorize

Margaret Tusing — Print Name of Agent
ZNS Engineering, LC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

Margaret Tusing
Signature of Agent

1023 Manatee Ave W 7th FL
Agent Address and Phone 941-748-8080

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 8th day of March 2024

produced personally known to me respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Shaara Johnson, Notary Public
Print Name

SHAARA JOHNSON
Notary Public-State of Florida
Commission # HH 165642
My Commission Expires
August 16, 2025

State of Florida
My Commission Expires: August 16, 2025

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1008 4th Ave W, Bradenton, FL 34205

I, Ronald Allen, the registered property owner(s) of the above noted property, do hereby authorize

Micheal Krail — Print Name of Agent

GL Distillery BRA, LLC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)
3411 RiverWoods Dr
Parrish, FL 34219 (803) 493-5065

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 6TH day of MARCH.

produced KNOWN TO ME respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Sally Klindsey
Signature

SALLY K LINDSEY, Notary Public
Print Name

State of Florida
My Commission Expires: 8.15.24

NOTARY PUBLIC Expires 08/15/2025 Sally K Lindsey My Commission HH 165823 STATE OF FLORIDA

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1008 4th Ave W, Bradenton, FL 34205

I, Ronald Allen, the registered property owner(s) of the above noted property, do hereby authorize

Margaret Tusing — Print Name of Agent

ZNS Engineering, LC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 6TH day of MARCH, produced KNOWN TO ME respectively, as as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Sally K Lindsey
Signature

SALLY K LINDSEY, Notary Public
Print Name

NOTARY PUBLIC Expires 08/16/2025 Sally K Lindsey My Commission HH 165623 STATE OF FLORIDA

State of Florida
My Commission Expires: 8.16.25

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

March 8, 2024

Robin Singer, Director
City of Bradenton
Planning & Community Development
101 Old Main Street West
Bradenton, Florida 34205-7865

Re: Request for Special Use Application for
Good Liquid Distillery & Taproom Downtown
1008 4th Avenue West, Bradenton 34205

Dear Ms. Singer:

On behalf of our client, 3rd Avenue Associates, LLLP, we are requesting a Special Use Permit in accordance with FBC Section 4.7.3.e. – Unlisted Uses for the above referenced property. The Applicant is submitting this Special Use application to permit a distillery and brew pub at 1008 4th Avenue West located within the NDC Center building. The property received approval of a Site Improvement Plan (SIP) on May 8, 2023 and there are no proposed changes to SIP with this request. The tenant for the property is GL Distillery BRA, LLC.

If at any time, during the review of this Application, you or the Case Manager has any questions, please do not hesitate to contact me at MargaretT@znseng.com or 941-748-8081 ext. 120. We look forward to working with the City of Bradenton on this project.

Sincerely,
Margaret C Tusing
Margaret C. Tusing, Senior Planner

A03000000671

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

400057576424

07/27/05--01036--009 **105.00

FILED
05 JUL 27 PM 1:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
05 JUL 27 AM 11:48
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILED
05 JUL 27 PM 1:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 07/27/2005

REF. #: 000174.40635

CORP. NAME: 3RD AVENUE ASSOCIATES, L.L.L.P.

( ) ARTICLES OF INCORPORATION
(XX) ARTICLES OF AMENDMENT
( ) ARTICLES OF DISSOLUTION
( ) ANNUAL REPORT
( ) TRADEMARK/SERVICE MARK
( ) FICTITIOUS NAME
( ) FOREIGN QUALIFICATION
( ) LIMITED PARTNERSHIP
( ) LIMITED LIABILITY
( ) REINSTATEMENT
( ) MERGER
( ) WITHDRAWAL
( ) CERTIFICATE OF CANCELLATION
( ) OTHER:

STATE FEES PREPAID WITH CHECK# 513560 FOR $ 105.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: $_____

PLEASE RETURN:

(XX) CERTIFIED COPY
( ) CERTIFICATE OF GOOD STANDING
( ) PLAIN STAMPED COPY
( ) CERTIFICATE OF STATUS

Examiner's Initials

FILED
05 JUL 27 PM 1:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP

3rd Avenue Associates, L.L.L.P.,
a Florida limited liability limited partnership

Pursuant to the Florida Revised Uniform Limited Partnership Law as set forth in Chapter 620 of the Florida Statutes, the undersigned, constituting the General Partner of 3rd Avenue Associates, L.L.L.P., a Florida limited liability limited partnership ("Partnership"), whose Certificate of Limited Partnership was filed with the Secretary of State, State of Florida on May 1, 2003, hereby amends said Certificate of Limited Partnership, to include the following:

"1. **PURPOSE.** The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the real estate project presently known as The SunTrust Building, located in Bradenton, Florida (the "Property") and activities incidental thereto.

2. **POWERS AND DUTIES.** Notwithstanding any other provisions of the Partnership Agreement and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of a majority of the partners, the Partnership shall have no authority to:

(i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except (i) unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and (ii) other debt provided the amount of said debt shall not exceed at any one time four percent (4%) of the outstanding obligations secured by the Security Instrument;

(ii) seek the dissolution or winding up, in whole or in part, of the Partnership;

(iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any

applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any such action; or

(v) amend, modify or alter Paragraphs 1, 2, 3, 4, 5 or 6 of this Amendment to Certificate of Limited Partnership.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Partnership shall have no authority to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

3. **TITLE TO PARTNERSHIP PROPERTY.** All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any Partnership property in its individual name or right, and each partner's interest in the Partnership shall be personal property for all purposes.

4. **SEPARATENESS/OPERATIONS MATTERS.** The Partnership has not and shall not:

(a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property, intangible or tangible, as may be necessary for the operation of the Property;

(b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of the Partnership's Partnership Agreement, as amended;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;

(d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Partnership permitted by the Security Instrument and properly accounted for;

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Partnership, the affiliates of a partner or member of the Partnership and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Partnership;

(g) enter into any contract or agreement with any partner, member, principal or affiliate of the Partnership or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Partnership, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the Partnership;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Partnership (except for a Guarantor or Indemnitor (as defined in the Security Instrument));

(j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Partnership, or any partner, member, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

(l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Partnership is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Partnership or any partner, member, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the Partnership and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Partnership, (ii) any affiliate of a partner, principal, member or affiliate of the Partnership, or (iii) any other person or entity or allow any person or entity to identify the Partnership as a department or division of that person or entity; or

(q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Partnership or the creditors of any other person or entity.

5. **EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A PARTNER.** The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent partner.

6. **SUBORDINATION OF INDEMNIFICATION PROVISIONS.** Notwithstanding any provision hereof to the contrary, any indemnification claim against the Partnership arising under the Partnership Agreement or the laws of the state of organization of the Partnership shall be fully subordinate to any obligations of the Partnership arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Partnership to the extent of, and shall be paid by the Partnership in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

7. **GENERAL PARTNER:** The name and address of the general partner of the Partnership is as follows:

DAVID S. BAND
240 South Pineapple Avenue, 10th Floor
Sarasota, FL 34236

JOHN M. McKAY
1001 3rd Avenue West, Suite ~~410~~ 600
Bradenton, FL 34205

RONALD J. ALLEN
1001 3rd Avenue West, Suite ~~410~~ 600
Bradenton, FL 34205"

Except as expressly provided herein, all of the terms and provisions of the Certificate of Limited Partnership shall remain in full force and effect and are hereby ratified and confirmed.

The execution of this Amendment by the undersigned constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Amendment to Certificate of Limited Partnership has been executed by David S. Band, John M. McKay and Ronald J. Allen, collectively as the general partner of 3rd Avenue Associates, L.L.L.P., a Florida limited liability limited partnership, this 20th day of July, 2005.

WITNESSES:

Barbara J. Middleton
Kathryn Angellan

Barbara J. Middleton
Kathryn Angellan

Barbara J. Middleton
Kathryn Angellan

3rd Avenue Associates, L.L.L.P., a Florida limited liability limited partnership

By: _____
David S. Band, as its general partner

By: _____
John M. McKay, as its general partner

By: _____
Ronald J. Allen, as its general partner

774895v.1

FINDINGS OF FACT
SPECIAL USE APPLICATION

GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN
1008 4th Avenue West

In accordance with FBC Section 4.7.3.e. – Unlisted Uses, the Applicant is submitting this Special Use Application to permit a distillery and brew pub at 1008 4th Avenue West. The Good Liquid Brewing & Distilling Company's business model is producing craft beer and spirts with the offering of modern American food. The taproom restaurant will only serve beer and spirits produced by Good Liquid Brewing and Distilling Company. To operate this business two licenses are required:

- CMB – Brewer's manufacturing license which allows the production of beer. Customers can purchase Good Liquid beer by the pint, packaged beer, or kegs to go.
- DD – Distiller's license which allows the production of spirits. Customers can purchase Good Liquid spirts of craft cocktails or purchase spirits by the bottle to go.

The below criteria were taken from the Special Use Application.

1. **Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.**
   RESPONSE: This Distillery and Brewery special use application proposes no changes to the off-street parking and loading areas from the Site Improvement Plan that was approved on May 8, 2023. The parking for the use will be located within the parking garage adjacent to the NDC Center building. The requested Distillery and Brewery special uses will not produce any adverse impacts to the adjoining properties in terms of noise, light, fumes, and all other forms of pollution. The adjacent buildings are used as offices and other professional uses, and the typical hours for these uses are from 8am-5pm. Good Liquid's business hours are:

Monday-Thursday	11am-10pm
Friday & Saturday	11am – 11pm
Sunday	11am-9pm

2. **Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on the adjoining properties.**
   RESPONSE: This Distillery and Brewery special use application proposes no changes to the off-street parking and loading areas from the Site Improvement Plan that was approved on May 8, 2023. The parking for the use will be located within the parking

garage adjacent to the NDC Center building. The requested Distillery and Brewery special uses will not produce any adverse impacts to the adjoining properties in terms of noise, light, fumes, and all other forms of pollution. The adjacent buildings are used as offices and other professional uses, and the typical hours for these uses are from 8am-5pm. The taproom restaurant will be open 7 days a week and will offer lunch and dinner with weekend brunch. Hours of operation are:

Monday-Thursday	11am-10pm
Friday & Saturday	11am – 11pm
Sunday	11am-9pm

3. **Location and Design of refuse and service areas in regard to availability, adequacy, and effect upon surrounding properties.**
REPONSE: This Distillery and Brewery special use application proposes no changes to the refuse design in the Site Improvement Plans approved May 8, 2023. The existing dumpster enclosures will be used, and if necessary, improved to meet the needs of the proposed special uses. As shown in the approved Utility Plan, the grease trap will be located next to the existing dumpster enclosure. No additional requirements are needed for the Distillery and Brewery special use.

4. **Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.**
RESPONSE: This special use application proposes no changes to the Site Improvement Plan, which includes a Utility Plan, approved on May 8, 2023.

5. **Screening, buffering or separation of any nuisance or hazardous feature of the use.**
RESPONSE: No screening or buffering was approved in the Site Improvement Plan. No exterior changes are proposed with this application to the approved plans, and there is no nuisance or hazardous feature with the proposed uses that would require additional screening or buffers.

6. **Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.**
RESPONSE: No changes are proposed to signage or exterior lighting with this Special Use Application.

7. **Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.**
RESPONSE: These proposed Distillery and Brewery special uses do not negatively affect the property values of neighboring properties. The prior use of the building was a drive-through bank, and this bank drive-through is no longer used. This new use is not car-dependent, and it promotes walkability and foot traffic. This increased foot traffic will bring positive benefits to neighboring businesses, and the downtown area as whole.

8. **Adequacy of land and/or building which are to be used.**
   RESPONSE: There are no additional proposed changes with this special use application to the building or land in the Site Improvement Plans that were approved on May 8, 2023.

9. **General Compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.**
   RESPONSE: Good Liquid is in the heart of downtown Bradenton adjacent to Main Street and the area's best restaurants, bars, and pubs. The hours of operation will be in keeping with the rest of the food and beverage operators in the surrounding area. The Good Liquid will strive to compliment the already burgeoning area. Good Liquid will be open for lunch and dinner and will cater to the business community. In addition, Breweries and Distilleries are a big draw with tourists. Good Liquid has hosted several brewery tours, and people visiting Southwest Florida have made special trips to visit Good Liquid to try our unique Beers and spirits along with the great food. Our goal is to provide a positive impact on the downtown hospitality industry and draw more people to downtown Bradenton.

10. **Environmental quality of the district in which the use is proposed and the effect the Special Use permit might have on such quality.**
    RESPONSE: Good Liquid's Distillery and Brewing Operation will not have a negative effect on the environmental quality of the area. Good Liquid currently operates a Brewery and Distillery at Waterside Place in Lakewood Ranch. Waterside is a new Town Center in the heart of Lakewood Ranch. The immediate area around the brewery and Distillery includes restaurants, retail, office, and residential uses. Good Liquid is a craft distillery and brewery creating small batches of spirits and beer on-site. In comparison, the systems in Bradenton are a 50 liter still, the equivalent of thirty (30) 750 mL bottles, and a 45 gallon brew system and these are a fraction of the size of the systems used in Lakewood Ranch.

11. **Consistency with the City of Bradenton Comprehensive Plan.**
    RESPONSE: The Future Land Use Classification for this property is Urban Core (UC) which is the hub for economic development and fosters the City's redevelopment efforts which this project accomplishes by redeveloping an unused drive-through bank facility for a distillery and brew pub.

TAYLOR STUDIOS, INC.
architecture · arts · interiors · sustainability
4501 Manatee Avenue West #174, Bradenton, FL 34209
tel. 941.238.9800 email: info@taylorstudios.biz
lic. AA26003189

NOT REQUIRED
9/25/2023, 9:02:39 AM
233304
Donald Demonia

GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

CONTRACTOR
MATTHEWS HOMES, LLC
12331 LAVENDER LOOP
BRADENTON, FL 34212
tel. 941.302.3708

CIVIL ENGINEERING/ LANDSCAPE ARCHITECTURE
ZNS ENGINEERING
201 5th AVE. DR. EAST
BRADENTON, FL 34205
tel. 941.748.8080

MEP ENGINEERING
KAD ENGINEERING & CONSULTING, LLC
14934 SKIPJACK LOOP
BRADENTON, FL 34202
tel. 941.545.6407

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APPROVED
Fire
9/25/2023, 9:02:39 AM
233304
Chris Melser

APPROVED
9/7/2023, 2:02:40 PM
233304
Tamra Tomai

CONSTRUCTION DRAWINGS
06.30.23

Digitally signed by Jason Taylor
Date: 2023.07.05 15:35:44 -04'00'
Jason Brian Taylor
AR 94550 / ID 6865

To the best of the Architect's knowledge, the plans and specifications comply with the Florida Building Code and applicable fire safety regulations as enforced by local authority in Manatee County, Florida. Chapter 553 and 633 of Florida Statutes.

CONSTRUCTION DRAWINGS
A0.0

Originals printed @ 24" x 36" scale are required

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GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

Project No.	20200120	1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205	
Drawn By	Author		
Checked By	Checker	COVER SHEET	
Date	06.30.23		

Revisions:

D:\Dropbox\Dropbox_Working\2022\014 Good Liquid Downtown Distillery\GL DOWNTOWN DISTILLERY_detached.rvt
7/5/2023 1:52:31 PM

GENERAL NOTES:

1. COMPACT BACK FILL 5'-0" FROM STRUCTURE. MINIMUM ALLOWABLE BEARING CAPACITY SHALL BE 2000 PSF.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS AND OSHA REGULATIONS DURING WORK. THE ARCHITECT WILL NOT ADVISE ON NOR ISSUE DIRECTION AS TO SAFETY PRECAUTIONS AND PROGRAMS.
3. THE STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE METHODS OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORT UNTIL ALL STRUCTURAL WORK IS COMPLETED AND INSPECTED.
4. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO THE APPROVAL BY THE ARCHITECT.
5. LOADING APPLIED TO THE STRUCTURE DURING THE PROCESS OF CONSTRUCTION SHALL NOT EXCEED THE SAFE LOAD CARRYING CAPACITY OF THE STRUCTURAL MEMBERS. THE LIVE LOADING USED IN THE DESIGN OF THE STRUCTURE IS INDICATED IN THE "DESIGN CRITERIA LOADS" SECTION. DO NOT APPLY ANY CONSTRUCTION LOADS UNTIL ALL TEMPORARY BRACING IS IN PLACE.
6. NO PENETRATIONS SHALL BE MADE IN ANY STRUCTURAL MEMBERS OTHER THAN THOSE LOCATED ON THESE DRAWINGS WITHOUT PREVIOUS APPROVAL FROM THE ARCHITECT OF RECORD.
7. WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THESE DRAWINGS TO AVOID MISTAKES, THE ARCHITECT CANNOT GUARANTEE AGAINST HUMAN ERROR. PRIOR TO THE COMMENCEMENT OF ANY WORK, CONTRACTOR/OWNER MUST VERIFY ALL CONDITIONS AND DIMENSIONS AT JOB SITE. THE CONTRACTOR/OWNER SHALL REPORT ALL DISCREPANCIES BETWEEN DRAWINGS AND EXISTING CONDITIONS TO THE ARCHITECT PRIOR TO COMMENCING WORK.

STANDARDS:

1. 2020 FLORIDA BUILDING CODE, 2020 FLORIDA BUILDING CODE: RESIDENTIAL AND 2020 FLORIDA BUILDING CODE: EXISTING STRUCTURES.
2. AMERICAN CONCRETE INSTITUTE (ACI 318-11), BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
3. MANUAL OF STANDARD PRACTICE, CONCRETE REINFORCING STEEL INSTITUTE (CRSI).
4. AMERICAN CONCRETE INSTITUTE (ACI 530-11), BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES.
5. NATIONAL DESIGN SPECIFICATIONS (NDS 2012) FOR WOOD CONSTRUCTION AND ACCOMPANYING STANDARDS.
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) 14TH EDITION FOR ALL STEEL OR STEEL RELATED COMPONENTS.
7. TRUSS PLATE INSTITUTE (TPI-08), DESIGN SPECIFICATIONS FOR LIGHT METAL PLATE CONNECTORS FOR WOOD TRUSSES.
8. BUILDING COMPONENT SAFETY INFORMATION BCSI 2008, GUIDE TO GOOD PRACTICE FOR HANDLING, INSTALLING, RESTRAINING AND BRACING OF METAL PLATE CONNECTED WOOD TRUSSES.
9. AMERICAN PLYWOOD ASSOCIATION (APA).
10. AMERICAN SOCIETY OF CIVIL ENGINEERS/STRUCTURAL ENGINEERING INSTITUTE (ASCE 7-10)

DESIGN LOADS AND NOTES:

LIVE LOADS

CONDENSER DECK 100PSF

1. DEAD LOADS
   A. MISCELLANEOUS CEILING AND HANGING LOADS SUCH AS DUCTWORK AND SPRINKLER PIPES: 20PSF

2. LIVE LOADS
   A. LIVE LOADS ARE BASED ON THE MORE RESTRICTIVE OF THE UNIFORM LOAD LISTED BELOW. LIVE LOADS HAVE NOT BEEN REDUCED AS PRESCRIBED IN THE FLORIDA BUILDING CODE.

CONDENSER DECK: 100PSF

DEFLECTION CRITERIA:

1. DEFLECTION DESIGN IS BASED ON THE 2020, 7TH EDITION FLORIDA BUILDING CODE, TABLE 1604.3 DEFLECTION LIMITS.

DEFLECTION LIMITS

CONSTRUCTION	ALLOWABLE DEFLECTION		
	L	S or W	D + L
ROOF MEMBERS			
SUPPORTING PLASTER OR STUCCO CEILINGS	l/360	l/360	l/240
SUPPORTING NONPLASTER CEILINGS	l/240	l/240	l/180
NON SUPPORTING CEILING	l/180	l/180	l/120
MEMBERS SUPPORTING SCREEN SURFACE	---	---	l/60
FLOOR MEMBERS	l/360	---	l/240
EXTERIOR WALLS AND INTERIOR PARTITIONS			
WITH PLASTER OR STUCCO FINISHES	---	l/360	---
WITH BRITTLE FINISHES	---	l/240	---
WITH FLEXIBLE FINISHES	---	l/120	---

ANCHORAGE:

1. POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE DRAWINGS. CONTRACTOR SHALL OBTAIN APPROVAL FROM ENGINEER OF RECORD (EOR) PRIOR TO USING POST-INSTALLED ANCHORS FOR MISSINGS OR MISPLACED ANCHORS.
2. CARE SHALL BE GIVEN TO AVOID CONFLICTS WITH EXISTING REINFORCING WHEN DRILLING HOLES. HOLES SHALL BE DRILLED AND CLEANED PER THE MANUFACTURER'S INSTRUCTIONS. ANCHORS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AT NOT LESS THAN MINIMUM EDGE DISTANCES AND/OR SPACINGS INDICATED IN THE MANUFACTURER'S LITERATURE.
3. SPECIAL INSPECTION SHALL BE PROVIDED FOR ALL ADHESIVE AND MECHANICAL ANCHOR INSTALLATIONS AS REQUIRED BY THE EOR. INDEPENDENT ON-SITE PROOF LOAD TESTING SHALL BE PERFORMED AS REQUIRED BY THE EOR. CONTACT EOR FOR NUMBER OF ANCHORS REQUIRED TO BE TESTED AND REQUIRED PROOF LOAD MAGNITUDE.
4. UNLESS NOTES OTHERWISE ON DOCUMENTS, ACCEPTABLE PRODUCTS SHALL BE LISTED BELOW:
   a. MECHANICAL ANCHORS INTO CONCRETE
      1. USE THE FOLLOWING:
         1. HILTI KWIK BOLT TZ CARBON AND STAINLESS STEEL ANCHORS (ICC-ES-ESR1917)
         2. RED HEAD TRUBOLT + WEDGE ANCHORS (ICC-ES ESR2427)
         3. SIMPSON STRONG-TIE STRONG-BOLT (STB) (ICC-ES ESR1771)(FL8668)
      2. USE THE FOLLOWING ONLY WHERE SPECIFICALLY CALLED OUT ON THE DOCUMENTS:
         1. HILTI HAD (ICC-ES ESR1546)
         2. HILTI HSL-3 ANCHOR (ICC-ES ESR1545)
         3. SIMPSON STRONG-TIE TITEN HD (THD) (ICC-ES ESR2713)(FL2304)
   b. MECHANICAL ANCHORS INTO MASONRY LINTELS OR GROUT FILLED CELLS
      1. USE THE FOLLOWING:
         1. HILTI HUS-H SCREW ANCHOR (ICC-ES ESR2369)
         2. SIMPSON STRONG-TIE TITEN HD (THD) (ICC-ES ESR2713)(FL2304)
      2. USE THE FOLLOWING ONLY WHERE SPECIFICALLY CALLED OUT ON THE DOCUMENTS:
         1. HILTI KWIK BOLT 3 MASONRY ANCHORS (ICC-ES ESR1385)
         2. SIMPSON STRONG-TIE WEDGE-ALL ANCHOR (WA) (ICBO-ES ER-3631)(FL5415)
   c. ADHESIVE ANCHORS INTO CONCRETE
      1. USE THE FOLLOWING:
         1. HILTI HIT-RE 500-SD ADHESIVE (ICC-ES ESR2322)
         2. RED HEAD EPCON G5 ADHESIVE (ICC-ES ESR1137)(FL6582)
         3. SIMPSON STRONG-TIE SET-XP EPOXY-TIE ADHESIVE (SETXP) (ICC-ES ESR2508)
      2. USE THE FOLLOWING ONLY WHERE SPECIFICALLY CALLED OUT ON THE DOCUMENTS:
         1. HILTI HIT HY 150 MAX ADHESIVE (ICC-ES ESR2262)
   d. ADHESIVE ANCHORS INTO MASONRY LINTELS OR GROUT FILLED CELLS
      1. USE THE FOLLOWING:
         1. HILTI HIT HY 150 MAX ADHESIVE (ICC-ES ESR2262)
         2. SIMPSON STRONG-TIE SET-XP EPOXY-TIE ADHESIVE (SETXP) (ICC-ES ESR2508)
   e. ANCHOR BOLTS ARE DEGINED AS THE FOLLOWING TYPES: J-BOLTS, L-BOLTS, WEDGE BOLTS AND HEAVY SCREW ANCHORS
   f. THE USE OF WEDGE BOLTS IN CMU IS PROHIBITED UNLESS WRITTEN CONSENT BY THE ARCHITECT HAS BEEN PROVIDED.

STRUCTURAL STEEL

1. 1. A CERTIFIED TESTING AGENCY SHALL BE ENGAGED TO PERFORM INDUSTRY STANDARD INSPECTIONS TO ENSURE CONFORMANCE WITH PLANS AND SPECIFICATIONS. ALL STEEL PLACEMENT SHALL BE IN ACCORDANCE WITH AISC 14TH EDITION, OSHA STANDARDS AND ALL OTHER APPLICABLE BUILDING CODES. SUBMIT REPORTS TO ARCHITECT.
2. UNLESS OTHERWISE NOTED, ALL MATERIAL SHALL BE IN ACCORDANCE WITH THE FOLLOWING ASTM SPECIFICATIONS:

MEMBER	ASTM	MIN. YEILD STRENGTH
RECTANGULAR HSS	A500, GRADE B	46KSI
ROUND HSS	A500, GRADE B	42 KSI
STEEL PIPE	A53 (TYPE E, GRADE B)	35 KSI
OTHER SHAPES/ PLATES	A36	36 KSI
CONNECTION BOLTS	A325	92 KSI
ANCHOR BOLTS	A307	
THREADED RODS	A36	36 KSI
HEADED STUDS	A108	50 KSI

3. ALL CONNECTIONS SHALL BE SHEAR TYPE CONNECTIONS AND DESIGNED BY THE FABRICATOR BASED ON THE AISC MANUAL. SHOP DRAWINGS AND CALCULATIONS.
4. DETAILED SHOP DRAWINGS OF ALL STRUCTURAL STEEL, STEEL JOISTS, STEEL DECKING AND MISCELLANEOUS STEEL SHALL BE SUBMITTED AND SIGNED AND SEALED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER PRIOR TO FABRICATION.
5. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1 USING E70XX ELECTRODES. UNLESS OTHERWISE NOTED, PROVIDE CONT. MIN SIZED FILLET WELDS PER AISC REQUIREMENTS. ALL FILLER MATERIAL SHALL HAVE A MINIMUM YIELD STRENGTH OF 58 KSI. ALL WELDING SHALL BE DONE BY A CERTIFIED WELDER IN ACCORDANCE WITH AWS STANDARDS.
6. HOLES IN STEEL FOR OTHER TRADES SHALL BE DRILLED OR PUNCHED AND DETAILED ON THE SHOP DRAWINGS. ALL SLOTTED HOLES SHALL BE PROVIDED WITH SMOOTH EDGES. BURNING OF HOLES AND TORCH CUTTING AT THE SITE IS NOT PERMITTED.
7. COLUMNS, ANCHOR BOLTS, BASE PLATES, ETC. HAVE BEEN DESIGNED FOR THE FINAL COMPLETED CONDITION AND HAVE NOT BEEN INVESTIGATED FOR POTENTIAL LOADINGS ENCOUNTERED DURING STEEL ERECTION AND CONSTRUCTION. THE CONTRACTOR IS TO VERIFY ADEQUACY OF THE STEEL PRIOR TO ERECTION.
8. UNLESS OTHERWISE NOTED, ALL STRUCTURAL STEEL PERMANENTLY EXPOSED TO THE WEATHER, INCLUDING ALL BRICK SHELF ANGLES SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A153.
9. PREFABRICATED METAL JOIST, HANGERS, HURRICANE CLIPS, HOLD-DOWN ANCHORS AND OTHER ACCESSORIES SHALL BE "SIMPSON STRONG TIE COMPANY" OR EQUAL. INSTALL ALL ACCESSORIES AS PER THE MANUFACTURER'S REQUIREMENTS.
10. PROVIDE FULL DEPTH BEARING STIFFENERS EACH SIDE OF THE BEAM WEB AT ALL SUPPORTS AND CONCENTRATED LOADS U.N.O. THICKNESS OF STIFFENERS SHALL MATCH THAT OF BEAM WEB (MIN. 1/4") U.N.O. FILLET WELD BOTH SIDES OF STIFFENER, ALL AROUND.
11. STEEL SHALL BE PROPERLY SHOP PRIMED/PAINTED UNLESS EMBEDDED IN CONCRETE, COVERED WITH SPRAY-ON FIREPROOFING, OR WITHIN 2-INCHES OF AREAS REQUIRING FIELD WELDING. PRIMING AND PAINTING OF ALL FIELD WELDS IS REQUIRED AFTER APPROVED INSPECTION AND AFTER WELDS OF EXPOSED STEEL HAVE BEEN GROUND SMOOTH. FIELD TOUCH-UP OF PAINT IS REQUIRED.
12. PRIOR TO ERECTION, THE CONTRACTOR SHALL REMOVE ALL FOREIGN MATTER WHICH HAS ACCUMULATED ON THE STEEL DURING HANDLING AND STORAGE.
13. DRIFTING TO ENLARGE UNFAIR HOLES SHALL NOT BE PERMITTED. DRILL SUCH HOLES TO ACCOMMODATE THE NEXT LARGER FASTENER SIZE, WHERE POSSIBLE.
14. ERECT ALL MEMBERS IN THEIR FINAL LOCATION SUCH THAT LEVEL, PLUMBNESS, AND ALIGNMENT ARE WITHIN AISC TOLERANCES.
15. STANDARD NON-SLOPED AND NON-SKEWED SHEAR CONNECTIONS HAVE BEEN DESIGNED AND THE NECESSARY INFORMATION MAY BE FOUND IN THE DETAILS. THE SERVICE REACTIONS HAVE BEEN PROVIDED AT EACH END OF EACH MEMBER SHOULD THE FABRICATOR DECIDE TO RE-ENGINEER THE CONNECTIONS TO THEIR PREFERENCES. SHOULD THE FABRICATOR DECIDE TO RE-ENGINEER THE CONNECTIONS, THEY MUST PROVIDE SUBMITTALS THAT HAVE BEEN PREPARED AND SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE SAME STATE AS THE PROJECT LOCATION. ALL OTHER NON-STANDARD CONNECTIONS SHALL BE DESIGNED AND DETAILED BY FABRICATOR'S ENGINEER AND PROVIDE SIGN AND SEALED CONNECTION SUBMITTAL FOR REVIEW.

COLD FORMED STEEL

1. COLD FORMED STEEL (CFS) FRAMING SHALL BE IN STRICT ACCORDANCE WITH THE APPLICABLE BUILDING CODE AND WITH THE LATEST SPECIFICATIONS OF THE AMERICAN IRON AND STEEL INSTITUTE (AISI) AND THE REQUIREMENTS OF THE STEEL STUD MANUFACTURERS ASSOCIATION (SSMA). PREFABRICATED TRUSSES AND TRUSS BRACING SHALL ALSO CONFORM TO THE SPECIFICATIONS OF WOOD TRUSS COUNCIL OF AMERICA (WTCA) AND THE COLD FORMED STEEL COUNCIL (CSFC).
2. CONTRACTOR SHALL VERIFY DIMENSIONS AND ELEVATIONS.
3. CONTRACTOR SHALL COORDINATE THE PLACEMENT AND LOCATION(S) OF MECHANICAL AND ELECTRICAL CONDUIT AND EQUIPMENT WITH THE CONTRACT DOCUMENTS AND WITH THE WORK OF OTHER TRADES.
4. CFS FRAMING SHALL BE PROTECTED AGAINST CORROSION BY APPROVED MEANS.
5. MATERIALS
   a. COLD FORMED STEEL MEMBERS SHALL CONFORM TO ASTM A653 GRADE 50 (16GA AND THICKER) OR GRADE 33 (18GA AND THINNER) UNLESS NOTED OTHERWISE (U.N.O.). COLD FORMED STEEL MEMBERS SHALL INCLUDE BUT NOT BE LIMITED TO:
      1. S-SECTIONS (STUD)
      2. T-SECTIONS (TRACK)
      3. U-SECTIONS (CHANNEL)
      4. F-SECTIONS (FURRING CHANNEL)
      5. ANGLE, STRAP, PLATE
   b. WELD ELECTRODE SHALL BE E60-XX U.N.O.
   c. SCREWS SHALL BE NO LESS THAN NO. 6 (0.138IN) U.N.O.
   d. BOLTS NOT MORE THAN 1/2" DIAMETER SHALL CONFORM TO ASTM A354 GRADE BD U.N.O.
   e. BOLTS EXCEEDING 1/2" DIAMETER (INCLUSIVE) SHALL CONFORM TO ASTM A307 GRADE A U.N.O.

NOT REQUIRED

SPECIALTY ENGINEERING REQUIREMENTS

1. STEEL PAN STAIRS SHALL BE DESIGNED BY THE FABRICATOR'S SPECIALTY ENGINEER AND SHALL INCLUDE STRINGERS, TREADS, HAND RAILINGS, PLATFORMS (AS REQUIRED), PAN INSERTS AND MISCELLANEOUS SUPPORTS AND CONNECTIONS. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. MINIMUM DESIGN LIVE LOAD SHALL BE 100 PSF.
2. GUARDRAILS, HANDRAILS, POSTS AND SUPPORT CONNECTIONS SHALL BE DESIGNED BY THE FABRICATOR'S SPECIALTY ENGINEER. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. DUE CONSIDERATION SHALL BE GIVEN TO EXPANSION AND CONTRACTION BY PROVIDING SLIP JOINTS AS REQUIRED. DESIGNED LOADING(S) SHALL CONFORM TO ALL REQUIREMENTS OF THE BUILDING CODE (SEE DESIGN CRITERIA FOR THE APPLICABLE BUILDING CODE).
3. EXTERIOR CURTAIN WALLS SHALL BE DESIGNED BY THE VENDORS'S SPECIALITY ENGINEER AND SHALL INCLUDE FRAME, GLASS, GLAZING AND CONNECTIONS. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. DESIGN LOADING(S) SHALL CONFORM TO ALL REQUIREMENTS OF THE BUILDING CODE (SEE DESIGN CRITERIA FOR APPLICABLE BUILDING CODE). THE VENDOR SHALL PROVIDE WINDOW WALL REACTIONS TO THE ARCHITECT.
4. FLAGPOLES AND SITE LIGHTING POLES SHALL BE DESIGNED BY THE POLE VENDORS SPECIALTY ENGINEER AND SHALL INCLUDE POLES, FOUNDATIONS AND CONNECTIONS. SHOP DRAWINGS SHALL SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. MINIMUM DESIGN LOADS SHALL CONFORM TO ANSI/NAAM FP100 "SPECIFICATIONS FOR DESIGN LOADS OF METAL FLAGPOLES."
5. ALUMINUM AWNINGS, WALKWAY CANOPIES AND THEIR FOUNDATIONS SHALL BE DESIGNED BY THE FABRICATOR'S SPECIALTY ENGINEER AND SHALL INCLUDE FRAME, COVERING AND CONNECTIONS. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER IN THE SAME STATE AS THE PROJECT LOCATION. DESIGN/LOADING(S) SHALL CONFORM TO ALL REQUIREMENTS OF THE BUILDING CODE. (SEE DESIGN CRITERIA FOR THE APPLICABLE BUILDING CODE). ALUMINUM WALKWAY CANOPY MANUFACTURER SHALL PROVIDE CONCRETE SUB-CONTRACTOR BIDDERS WITH FOUNDATION AND REINFORCING REQUIREMENTS FOR THEIR CANOPY SYSTEM PRIOR TO BID.
6. CONTRACTORS SHALL SUBMIT FOR ENGINEER'S APPROVAL A SHORING/RE-SHORING PLAN WITH SECTIONS AND CALCULATIONS, SIGNED, DATED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE SAME STATE AS PROJECT LOCATION.
7. REFER TO THE STRUCTURAL STEEL NOTES FOR CONNECTION ENGINEERING.
8. PROVIDE ENGINEERED SUBMITTALS, SIGNED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION, FOR ALL MECHANICAL, ELECTRICAL AND PLUMBING SUPPORTS OR ATTACHMENTS NOT INCLUDED WITHIN THE CONSTRUCTION DOCUMENTS FOR ALL ITEMS THAT REQUIRE ANYTHING OTHER THAN THE MANUFACTURER'S STANDARD HARDWARE OR ARE EXPOSED TO WIND LOADS. AN EXAMPLE OF POSSIBLE ITEMS THIS WOULD APPLY TO ARE, INCLUDING BUT NOT LIMITED TO, ROOFTOP AND/OR WALL MOUNTED DUCTS, PIPES AND TRANSFORMERS.

FLORIDA PRODUCT APPROVAL/ NOTICE OF ACCEPTANCE

1. THE STRUCTURAL ROOF DECK(S) FOR THIS PROJECT HAVE BEEN DESIGNED BE COMPLIANT WITH THE CODES AND PRESSURES LISTED HEREIN. ANY PRODUCTS INSTALLED OVER THE STRUCTURAL DECK(S) SHALL HAVE BEEN TESTED AS AN ASSEMBLY, INCLUSIVE OF THE STRUCTURAL DECK AND SHALL BE SUBMITTED FOR APPROVAL WITH THE FFA/NOA CLEARLY IDENTIFIED. FAILURE TO PROVIDE THIS INFORMATION SHALL BE CAUSE FOR REJECTION BY THE ARCHITECT AND ENGINEER.
2. RATIONAL ANALYSIS OF THE ROOF SYSTEM SHALL NOT BE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE OWNER, ARCHITECT AND ENGINEER AND THEN, ONLY WHERE PERMITTED BY THE LOCAL JURISDICTION HAVING DIRECT AUTHORITY.

SHOP DRAWINGS

1. THERE SHALL BE NO DEVIATIONS FROM THESE DESIGN PLANS BY OTHERS DURING THE PREPARATION OF SHOP DRAWINGS WITHOUT THE WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
2. ALL SHOP DRAWINGS ARE TO BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
3. ALL ROOF AND FLOOR FRAMING SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER AND SHALL INCLUDE THE FOLLOWING: DRAWINGS AND CALCULATIONS, REACTIONS AND BEARING POINTS, BRACING REQUIREMENTS AND CONNECTIONS TO SUPPORTING TRUSS MEMBERS.
4. ALL STEEL SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER AND SHALL INCLUDE DRAWINGS AND CALCULATIONS.

CAST-IN-PLACE CONCRETE NOTES:

1. CONCRETE MIXES SHALL BE DESIGNED PER ACI 30, USING PORTLAND CEMENT CONFORMING TO ASTM C-150, AGGREGATE CONFORMING TO ASTM C-33, AND ADMIXTURES CONFORMING TO ASTM C-494, C-1017, C-618, C-989 AND C-260. CONCRETE SHALL BE READY-MIXED IN ACCORDANCE WITH ASTM C-94.
2. CONCRETE SHALL CONFORM TO THE FOLLOWING COMPRESSIVE STRENGTH, SLUMP AND WATER/CEMENT RATIO REQUIREMENT:
3. IN ALL SALT ENVIRONMENTS A MIN. OF 5000PSI CONCRETE SHALL BE USED. (SLAB SHALL BE EXEMPT.) FOR OTHER ENVIRONMENTS USE 3000 PSI CONCRETE.
4. ALL CONCRETE WORK SHALL CONFORM TO ASTM ACI 301, "SPECIFICATION FOR STRUCTURAL CONCRETE BUILDINGS". HOT WEATHER CONCRETE SHALL BE IN ACCORDANCE WITH ACI 305.
5. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60.
6. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A-185 (FLAT SHEETS ONLY).
7. ALL REINFORCED STEEL SHALL BE SET AND TIED IN PLACE PRIOR TO POURING OF CONCRETE, EXCEPT THAT VERTICAL DOWELS FOR MASONRY WALL REINFORCING MAY BE "FLOATED" IN PLACE.
8. REINFORCING STEEL INCLUDING HOOKS AND BENDS, SHALL BE DETAILED IN ACCORDANCE WITH ACI 315. ALL REINFORCING STEEL INDICATED AS BEING CONTINUOUS (CONT) SHALL BE LAPPED 40 X BAR DIAMETER. LAP CONTINUOUS BOTTOM BARS OVER SUPPORTS, LAP CONTINUOUS TOP BARS AT MID-SPAN UNLESS OTHERWISE NOTED.
9. UNLESS OTHERWISE NOTED, THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT IN ACCORDANCE W/ ACI 318-08: SECTION 7.7.1

   A. CONCRETE EXPOSED TO WEATHER:
   #6 THROUGH #18 BARS -2"
   #5 BAR, W31 OF D31 WIRE & SMALLER - 1 1/2"

   B. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
   BEAMS AND COLUMNS -1 1/2"

   C. FOUNDATIONS EXPOSED TO EARTH -3"

10. BAR SUPPORTS AND HOLDING BARS SHALL BE PROVIDED FOR ALL REINFORCING STEEL TO INSURE MINIMUM CONCRETE COVER. BAR SUPPORTS SHALL BE PLASTIC TIPPED OR STAINLESS STEEL.
11. ALL EDGES OF PERMANENTLY EXPOSED CONCRETE SURFACES SHALL BE CHAMFERED 3 4" UNLESS OTHERWISE NOTED.
12. FORMWORK SHALL REMAIN IN PLACE UNTIL CONCRETE HAS OBTAINED AT LEAST 90% OF ITS 28 DAY COMPRESSIVE STRENGTH. THE CONTRACTOR SHALL PROVIDE ALL SHORING AND RESHORING.

ROOF FRAMING NOTES:

1. THE DESIGN OF ROOF FRAMING SHALL BE BASED ON THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, 2020, 7th EDITION.
2. DESIGN WIND LOADS SHALL BE APPLIED IN ACCORDANCE WITH ASCE 7-10. SEE WIND NOTES FOR WIND DESIGN REQUIREMENTS.
3. ROOF TRUSS MANUFACTURER SHALL SUBMIT AND PROVIDE COMPLETE LAYOUT AND FURNISH THE FOLLOWING INFORMATION: ROOF PITCH, LUMBER SIZE, SPACING, SPECIES AND GRADING, LOCATION AND MAGNITUDE OF UPLIFT LOADS.
4. PRE-ENGINEERED TRUSS DESIGN SHALL BE SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER.
5. ROOF SHEATHING SHALL BE 7/16" CD PLYWOOD OR EQ.
6. CONTRACTORS SHALL VERIFY WITH ROOF TRUSS PLAN PRIOR TO PLACEMENT OF FOOTINGS.

ROOF TRUSS/ ROOF RAFTER CONNECTION TO DOUBLE TOP PLATE OR WOOD BEAM:

1. USE SIMPSON H10A OR H10A-2 AT EACH TRUSS WHERE POSSIBLE. PROVIDE ADDITIONAL TIEDOWNS FOR GREATER UPLIFTS.
2. WHERE THE H10A CANNOT BE USED (EG. ON 3-PLY GIRDERS, AT CORNERS, ETC.) USE SIMPSON H2.5A AND ADDITIONAL TIEDOWNS TO MEET UPLIFT REQUIREMENTS.
3. PRE-ENGINEERED ROOF TRUSSES TO BE APPROVED BY ENGINEER OF RECORD.

ROOF RAFTER/ I-JOIST/ CONVENTIONAL FRAMING CONNECTION TO DOUBLE TOP PLATE OR DIRECT BEARING ON WOOD BEAM:

1. USE SIMPSON H2.5A AT EACH MEMBER (WITH OR WITHOUT UPLIFT) WHERE POSSIBLE. PROVIDE ADDITIONAL TIEDOWNS FOR GREATER UPLIFTS.
2. USE TRUSS HANGERS TO ATTACH FLOOR TRUSSES TO LVL BEAMS IF LESS THAN 3-1/2" SQUARE BEARING AREA IS PROVIDED.
3. PRE-ENGINEERED FLOOR TRUSSES/JOIST TO BE APPROVED BY ENGINEER OF RECORD.
4. FOR ADDITIONAL TIEDOWNS AS REQUIRED.

WINDOWS / DOORS:

1. EXTERIOR WINDOWS AND GLASS DOORS SHALL BE TESTED BY AN APPROVED INDEPENDENT TESTING LABORATORY AND BEAR AN AAMA, WDMA OR OTHER APPROVED LABEL IDENTIFYING THE MANUFACTURER, PERFORMANCE CHARACTERISTICS AND APPROVED PRODUCT EVALUATION ENTITY INDICATING COMPLIANCE WITH THE REQUIREMENTS OF THE FOLLOWING SPECIFICATION: ANSI/AAMA/NWWDA.
2. WINDOW AND DOOR ASSEMBLIES SHALL BE ATTACHED IN STRICT ACCORDANCE WITH THE PUBLISHED MANUFACTURER RECOMMENDATIONS TO ACHIEVE RESISTANCE TO APPROPRIATE WIND SPEEDS WITH 3 SECOND WIND GUSTS AND SHALL INCLUDE THE SPECIFICATION OF BUCK STRIP MATERIALS AND ANCHORING.
3. WOOD CRIBS ABOVE ARCHED WINDOWS SHALL COMPLY WITH DRAWING DETAIL CONTAINED HEREIN.
4. ALL SHIM MATERIALS SHALL BE MADE FROM MATERIALS CAPABLE OF SUSTAINING APPLICABLE LOADS, AND LOCATED AND APPLIED IN A THICKNESS CAPABLE OF WITHSTANDING THOSE LOADS.
5. THE DESIGN RESPONSIBILITY FOR THE INSTALLATION OF DOORS AND WINDOWS IS DELEGATED TO THE SPECIALTY ENGINEER OF THE MANUFACTURER AS REINFORCED WITH IN ALL TESTING DATA REQUIRED SUBMITTED IN CONJUNCTION WITH THIS PLAN.
6. OPENING PERIMETERS HAVE BEEN DESIGNED TO TRANSMIT THE IMPOSED LOADS TO THE MAIN WIND FORCE RESISTING SYSTEM.
7. IMPACT GLASS OR SHUTTERS SHALL BE USED

SOIL NOTES:

1. ALL SOILS SHALL BE FREE OF DEBRIS AND ORGANIC MATERIALS AND COMPACTED TO 95% OF MODIFIED PROCTOR (ASTM D1557).
2. FOUNDATIONS SHALL BE BUILT ON UNDISTURBED SOIL OR PROPERLY COMPACTED FILL MATERIAL COMPLYING WITH THE FBC-R 2014.
3. STEM WALL FILL SHALL NOT EXCEED 12" LIFTS. SOIL BELOW FOOTINGS SHALL BE TESTED AND ALL SUBSEQUENT FILL SOILS IN LIFT NOT TO EXCEED 12" INTERVALS.
4. ALL FILL MATERIAL SHALL BE SP OR SM MATERIAL AS DEFINED BY THE UNIFORM SOIL CLASSIFICATION SYSTEM.
5. ANY QUESTIONABLE SOIL SHALL BE REMOVED OR BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR EVALUATION.
6. SOIL BEARING CAPACITY IS BASED UPON 2,000 PSF.
7. WOOD GRADE STAKES ARE PROHIBITED.

PEST/ DECAY PROTECTION NOTES:

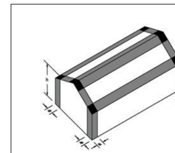
1. ALL PLANTINGS AND IRRIGATION/SPRINKLER SYSTEMS AND RISERS FOR SPRAY HEADS SHALL BE AT LEAST 1 FOOT FROM BUILDING SIDEWALLS.
2. SOIL TREATMENT SHALL MEET THE REQUIREMENTS OF 2020, 7th EDITION FBC R318 METHOD.
3. WOOD GRADE STAKES SHALL NOT BE USED.
4. PROTECTION AGAINST DECAY AND TERMITES SHALL BE PROVIDED IN ACCORDANCE WITH 2020, 7th EDITION FBC R317, R318.
5. ROOF FLASHING SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF 2020, 7th EDITION FBC R703.7.5, R703.8, R903.2 AND R905.

APPROVED
9/7/2023, 2:02:40 PM
233304
Tamra Tornai

DESIGN CRITERIA:

ALL WORK IS TO BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, 6TH EDITION (2017).

OCCUPANCY TYPE:	A
CONSTRUCTION TYPE:	II B
FIRE SPRINKLER:	YES
BASIC WIND SPEED:	VULT: 150 mph
	VASD:116 mph
RISK CATEGORY:	II
WIND EXPOSURE:	B
BUILDING:	ENCLOSED
PRESSURE DESIGN FACTOR:	+/- 0.18



SHEATHING NOTES:

- ROOF & WALL SHEATHING TO BE WOOD STRUCTURAL PANEL 15/32" OR GREATER (PLYWOOD OR EQUAL OSB) U.N.O.
- ENGINEERED ROOF TRUSSES @ 24" O.C. MAXIMUM
- ALL GABLE ENDS TO BE NAILED 4" O.C. @ ALL EDGES, BLOCKING, SUPPORT, FIELD, ETC.

NAILING PATTERN:

ZONE 1 = 6" O.C. MAX INTERMEDIATE, 6" O.C. MAX PANEL EDGES
ZONE 2 = 6" O.C. INTERMEDIATE AND 4" O.C. PANEL EDGES
ZONE 3 = 4" O.C. INTERMEDIATE AND EDGES
ZONE 4 = 8" O.C. MAX INTERMEDIATE, 6" O.C. MAX PANEL EDGES
ZONE 5 = 6" O.C. INTERMEDIATE AND EDGES

NAILS: 8d COMMON FOR 12", 10d COMMON FOR 5/8"

"A" DIMENSION = 40% OF EAVE HEIGHT OR 10% OF LEAST HORIZONTAL DIMENSION, WHICHEVER IS LESS, BUT NOT LESS THAN EITHER 4% OF THE LEAST HORIZONTAL DIMENSION OR 3' MINIMUM

DESIGN WIND PRESSURES (asd)
FOR COMPONENTS AND CLADDING (psf)
150 MPH (ult) CAT B @ 15' HEIGHT

TRIBUTARY AREA [SF]	ZONE				
	ROOF			WINDOWS & DOORS	
	1	2	3	4	5
10	+14.0/-22.0	+14.0/-30.0	+14.0/-57.0	+24.5/-26.0	+24.3/-32.0
20	+12.8/-21.0	+12.8/-35.0	+12.8/-53.0	+23.2/-25.0	+23.2/-30.0
50	+11.1/-20.0	+11.1/-31.0	+11.1/-48.0	+20.6/-22.0	+21.7/-27.0
100	+9.9/-20.0	+9.9/-20.0	+9.9/-44.0	+18.1/-20.0	+20.6/-25.0

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GOOD LIQUID DISTILLERY & TAPROOM
DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

DESIGN PARAMETERS

Project No.	202012.00
Drawn By	Author
Checked By	Checker
Date	06.30.23

Revisions:

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

Jason Brian Taylor
AR 94890 / ID4963

CONSTRUCTION DRAWINGS

A0.2

Originals printed @ 24" x 36"
scale as required
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GENERAL NOTES:

1. COMPACT BACK FILL 5'-0" FROM STRUCTURE. MINIMUM ALLOWABLE BEARING CAPACITY SHALL BE 2000 PSF.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS AND OSHA REGULATIONS DURING WORK. THE ARCHITECT WILL NOT ADVISE ON NOR ISSUE DIRECTION AS TO SAFETY PRECAUTIONS AND PROGRAMS.
3. THE STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE METHODS OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORT UNTIL ALL STRUCTURAL WORK IS COMPLETED AND INSPECTED.
4. DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO THE APPROVAL BY THE ARCHITECT.
5. LOADING APPLIED TO THE STRUCTURE DURING THE PROCESS OF CONSTRUCTION SHALL NOT EXCEED THE SAFE LOAD CARRYING CAPACITY OF THE STRUCTURAL MEMBERS. THE LIVE LOADING USED IN THE DESIGN OF THE STRUCTURE IS INDICATED IN THE "DESIGN CRITERIA LOADS" SECTION. DO NOT APPLY ANY CONSTRUCTION LOADS UNTIL ALL TEMPORARY BRACING IS IN PLACE.
6. NO PENETRATIONS SHALL BE MADE IN ANY STRUCTURAL MEMBERS OTHER THAN THOSE LOCATED ON THESE DRAWINGS WITHOUT PREVIOUS APPROVAL FROM THE ARCHITECT OF RECORD.
7. WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THESE DRAWINGS TO AVOID MISTAKES, THE ARCHITECT CANNOT GUARANTEE AGAINST HUMAN ERROR. PRIOR TO THE COMMENCEMENT OF ANY WORK, CONTRACTOR/OWNER MUST VERIFY ALL CONDITIONS AND DIMENSIONS AT JOB SITE. THE CONTRACTOR/OWNER SHALL REPORT ALL DISCREPANCIES BETWEEN DRAWINGS AND EXISTING CONDITIONS TO THE ARCHITECT PRIOR TO COMMENCING WORK.

STANDARDS:

1. 2020 FLORIDA BUILDING CODE, 2020 FLORIDA BUILDING CODE: RESIDENTIAL AND 2020 FLORIDA BUILDING CODE: EXISTING STRUCTURES.
2. AMERICAN CONCRETE INSTITUTE (ACI 318-11), BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
3. MANUAL OF STANDARD PRACTICE, CONCRETE REINFORCING STEEL INSTITUTE (CRSI).
4. AMERICAN CONCRETE INSTITUTE (ACI 530-11), BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES.
5. NATIONAL DESIGN SPECIFICATIONS (NDS 2012) FOR WOOD CONSTRUCTION AND ACCOMPANYING STANDARDS.
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) 14TH EDITION FOR ALL STEEL OR STEEL RELATED COMPONENTS.
7. TRUSS PLATE INSTITUTE (TPI-08), DESIGN SPECIFICATIONS FOR LIGHT METAL PLATE CONNECTORS FOR WOOD TRUSSES.
8. BUILDING COMPONENT SAFETY INFORMATION BCSI 2008, GUIDE TO GOOD PRACTICE FOR HANDLING, INSTALLING, RESTRAINING AND BRACING OF METAL PLATE CONNECTED WOOD TRUSSES.
9. AMERICAN PLYWOOD ASSOCIATION (APA).
10. AMERICAN SOCIETY OF CIVIL ENGINEERS/STRUCTURAL ENGINEERING INSTITUTE (ASCE 7-10)

DESIGN LOADS AND NOTES:

LIVE LOADS

CONDENSER DECK 100PSF

1. DEAD LOADS
   A. MISCELLANEOUS CEILING AND HANGING LOADS SUCH AS DUCTWORK AND SPRINKLER PIPES: 20PSF

2. LIVE LOADS
   A. LIVE LOADS ARE BASED ON THE MORE RESTRICTIVE OF THE UNIFORM LOAD LISTED BELOW. LIVE LOADS HAVE NOT BEEN REDUCED AS PRESCRIBED IN THE FLORIDA BUILDING CODE.

CONDENSER DECK: 100PSF

DEFLECTION CRITERIA:

1. DEFLECTION DESIGN IS BASED ON THE 2020, 7TH EDITION FLORIDA BUILDING CODE, TABLE 1604.3 DEFLECTION LIMITS.

DEFLECTION LIMITS

CONSTRUCTION	ALLOWABLE DEFLECTION L	S or W	D + L
ROOF MEMBERS			
SUPPORTING PLASTER OR STUCCO CEILINGS	l/360	l/360	l/240
SUPPORTING NONPLASTER CEILINGS	l/240	l/240	l/180
NON SUPPORTING CEILING	l/180	l/180	l/120
MEMBERS SUPPORTING SCREEN SURFACE	---	---	l/60
FLOOR MEMBERS	l/360	---	l/240
EXTERIOR WALLS AND INTERIOR PARTITIONS			
WITH PLASTER OR STUCCO FINISHES	---	l/360	---
WITH BRITTLE FINISHES	---	l/240	---
WITH FLEXIBLE FINISHES	---	l/120	---

ANCHORAGE:

1. POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE DRAWINGS. CONTRACTOR SHALL OBTAIN APPROVAL FROM ENGINEER OF RECORD (EOR) PRIOR TO USING POST-INSTALLED ANCHORS FOR MISSINGS OR MISPLACED ANCHORS.
2. CARE SHALL BE GIVEN TO AVOID CONFLICTS WITH EXISTING REINFORCING WHEN DRILLING HOLES. HOLES SHALL BE DRILLED AND CLEANED PER THE MANUFACTURER'S INSTRUCTIONS. ANCHORS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AT NOT LESS THAN MINIMUM EDGE DISTANCES AND/OR SPACINGS INDICATED IN THE MANUFACTURER'S LITERATURE.
3. SPECIAL INSPECTION SHALL BE PROVIDED FOR ALL ADHESIVE AND MECHANICAL ANCHOR INSTALLATIONS AS REQUIRED BY THE EOR. INDEPENDENT ON-SITE PROOF LOAD TESTING SHALL BE PERFORMED AS REQUIRED BY THE EOR. CONTACT EOR FOR NUMBER OF ANCHORS REQUIRED TO BE TESTED AND REQUIRED PROOF LOAD MAGNITUDE.
4. UNLESS NOTES OTHERWISE ON DOCUMENTS, ACCEPTABLE PRODUCTS SHALL BE LISTED BELOW:
   a. MECHANICAL ANCHORS INTO CONCRETE
      1. USE THE FOLLOWING:
         1. HILTI KWIK BOLT TZ CARBON AND STAINLESS STEEL ANCHORS (ICC-ES-ESR1917)
         2. RED HEAD TRUBOLT + WEDGE ANCHORS (ICC-ES ESR2427)
         3. SIMPSON STRONG-TIE STRONG-BOLT (STB) (ICC-ES ESR1771)(FL8668)
      2. USE THE FOLLOWING ONLY WHERE SPECIFICALLY CALLED OUT ON THE DOCUMENTS:
         1. HILTI HAD (ICC-ES ESR1546)
         2. HILTI HSL-3 ANCHOR (ICC-ES ESR1545)
         3. SIMPSON STRONG-TIE TITEN HD (THD) (ICC-ES ESR2713)(FL2304)
   b. MECHANICAL ANCHORS INTO MASONRY LINTELS OR GROUT FILLED CELLS
      1. USE THE FOLLOWING:
         1. HILTI HUS-H SCREW ANCHOR (ICC-ES ESR2369)
         2. SIMPSON STRONG-TIE TITEN HD (THD) (ICC-ES ESR2713)(FL2304)
      2. USE THE FOLLOWING ONLY WHERE SPECIFICALLY CALLED OUT ON THE DOCUMENTS:
         1. HILTI KWIK BOLT 3 MASONRY ANCHORS (ICC-ES ESR1385)
         2. SIMPSON STRONG-TIE WEDGE-ALL ANCHOR (WA) (ICBO-ES ER-3631)(FL5415)
   c. ADHESIVE ANCHORS INTO CONCRETE
      1. USE THE FOLLOWING:
         1. HILTI HIT-RE 500-SD ADHESIVE (ICC-ES ESR2322)
         2. RED HEAD EPCON G5 ADHESIVE (ICC-ES ESR1137)(FL6582)
         3. SIMPSON STRONG-TIE SET-XP EPOXY-TIE ADHESIVE (SETXP) (ICC-ES ESR2508)
      2. USE THE FOLLOWING ONLY WHERE SPECIFICALLY CALLED OUT ON THE DOCUMENTS:
         1. HILTI HIT HY 150 MAX ADHESIVE (ICC-ES ESR2262)
   d. ADHESIVE ANCHORS INTO MASONRY LINTELS OR GROUT FILLED CELLS
      1. USE THE FOLLOWING:
         1. HILTI HIT HY 150 MAX ADHESIVE (ICC-ES ESR2262)
         2. SIMPSON STRONG-TIE SET-XP EPOXY-TIE ADHESIVE (SETXP) (ICC-ES ESR2508)
   e. ANCHOR BOLTS ARE DEGINED AS THE FOLLOWING TYPES: J-BOLTS, L-BOLTS, WEDGE BOLTS AND HEAVY SCREW ANCHORS
   f. THE USE OF WEDGE BOLTS IN CMU IS PROHIBITED UNLESS WRITTEN CONSENT BY THE ARCHITECT HAS BEEN PROVIDED.

STRUCTURAL STEEL

1. 1. A CERTIFIED TESTING AGENCY SHALL BE ENGAGED TO PERFORM INDUSTRY STANDARD INSPECTIONS TO ENSURE CONFORMANCE WITH PLANS AND SPECIFICATIONS. ALL STEEL PLACEMENT SHALL BE IN ACCORDANCE WITH AISC 14TH EDITION, OSHA STANDARDS AND ALL OTHER APPLICABLE BUILDING CODES. SUBMIT REPORTS TO ARCHITECT.
2. UNLESS OTHERWISE NOTED, ALL MATERIAL SHALL BE IN ACCORDANCE WITH THE FOLLOWING ASTM SPECIFICATIONS:

MEMBER	ASTM	MIN. YEILD STRENGTH
RECTANGULAR HSS	A500, GRADE B	46KSI
ROUND HSS	A500, GRADE B	42 KSI
STEEL PIPE	A53 (TYPE E, GRADE B)	35 KSI
OTHER SHAPES/ PLATES	A36	36 KSI
CONNECTION BOLTS	A325	92 KSI
ANCHOR BOLTS	A307	
THREADED RODS	A36	36 KSI
HEADED STUDS	A108	50 KSI

3. ALL CONNECTIONS SHALL BE SHEAR TYPE CONNECTIONS AND DESIGNED BY THE FABRICATOR BASED ON THE AISC MANUAL. SHOP DRAWINGS AND CALCULATIONS.
4. DETAILED SHOP DRAWINGS OF ALL STRUCTURAL STEEL, STEEL JOISTS, STEEL DECKING AND MISCELLANEOUS STEEL SHALL BE SUBMITTED AND SIGNED AND SEALED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER PRIOR TO FABRICATION.
5. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1 USING E70XX ELECTRODES. UNLESS OTHERWISE NOTED, PROVIDE CONT. MIN SIZED FILLET WELDS PER AISC REQUIREMENTS. ALL FILLER MATERIAL SHALL HAVE A MINIMUM YIELD STRENGTH OF 58 KSI. ALL WELDING SHALL BE DONE BY A CERTIFIED WELDER IN ACCORDANCE WITH AWS STANDARDS.
6. HOLES IN STEEL FOR OTHER TRADES SHALL BE DRILLED OR PUNCHED AND DETAILED ON THE SHOP DRAWINGS. ALL SLOTTED HOLES SHALL BE PROVIDED WITH SMOOTH EDGES. BURNING OF HOLES AND TORCH CUTTING AT THE SITE IS NOT PERMITTED.
7. COLUMNS, ANCHOR BOLTS, BASE PLATES, ETC. HAVE BEEN DESIGNED FOR THE FINAL COMPLETED CONDITION AND HAVE NOT BEEN INVESTIGATED FOR POTENTIAL LOADINGS ENCOUNTERED DURING STEEL ERECTION AND CONSTRUCTION. THE CONTRACTOR IS TO VERIFY ADEQUACY OF THE STEEL PRIOR TO ERECTION.
8. UNLESS OTHERWISE NOTED, ALL STRUCTURAL STEEL PERMANENTLY EXPOSED TO THE WEATHER, INCLUDING ALL BRICK SHELF ANGLES SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A153.
9. PREFABRICATED METAL JOIST, HANGERS, HURRICANE CLIPS, HOLD-DOWN ANCHORS AND OTHER ACCESSORIES SHALL BE "SIMPSON STRONG TIE COMPANY" OR EQUAL. INSTALL ALL ACCESSORIES AS PER THE MANUFACTURER'S REQUIREMENTS.
10. PROVIDE FULL DEPTH BEARING STIFFENERS EACH SIDE OF THE BEAM WEB AT ALL SUPPORTS AND CONCENTRATED LOADS U.N.O. THICKNESS OF STIFFENERS SHALL MATCH THAT OF BEAM WEB (MIN. 1/4") U.N.O. FILLET WELD BOTH SIDES OF STIFFENER, ALL AROUND.
11. STEEL SHALL BE PROPERLY SHOP PRIMED/PAINTED UNLESS EMBEDDED IN CONCRETE, COVERED WITH SPRAY-ON FIREPROOFING, OR WITHIN 2-INCHES OF AREAS REQUIRING FIELD WELDING. PRIMING AND PAINTING OF ALL FIELD WELDS IS REQUIRED AFTER APPROVED INSPECTION AND AFTER WELDS OF EXPOSED STEEL HAVE BEEN GROUND SMOOTH. FIELD TOUCH-UP OF PAINT IS REQUIRED.
12. PRIOR TO ERECTION, THE CONTRACTOR SHALL REMOVE ALL FOREIGN MATTER WHICH HAS ACCUMULATED ON THE STEEL DURING HANDLING AND STORAGE.
13. DRIFTING TO ENLARGE UNFAIR HOLES SHALL NOT BE PERMITTED. DRILL SUCH HOLES TO ACCOMMODATE THE NEXT LARGER FASTENER SIZE, WHERE POSSIBLE.
14. ERECT ALL MEMBERS IN THEIR FINAL LOCATION SUCH THAT LEVEL, PLUMBNESS, AND ALIGNMENT ARE WITHIN AISC TOLERANCES.
15. STANDARD NON-SLOPED AND NON-SKEWED SHEAR CONNECTIONS HAVE BEEN DESIGNED AND THE NECESSARY INFORMATION MAY BE FOUND IN THE DETAILS. THE SERVICE REACTIONS HAVE BEEN PROVIDED AT EACH END OF EACH MEMBER SHOULD THE FABRICATOR DECIDE TO RE-ENGINEER THE CONNECTIONS TO THEIR PREFERENCES. SHOULD THE FABRICATOR DECIDE TO RE-ENGINEER THE CONNECTIONS, THEY MUST PROVIDE SUBMITTALS THAT HAVE BEEN PREPARED AND SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE SAME STATE AS THE PROJECT LOCATION. ALL OTHER NON-STANDARD CONNECTIONS SHALL BE DESIGNED AND DETAILED BY FABRICATOR'S ENGINEER AND PROVIDE SIGN AND SEALED CONNECTION SUBMITTAL FOR REVIEW.

COLD FORMED STEEL

1. COLD FORMED STEEL (CFS) FRAMING SHALL BE IN STRICT ACCORDANCE WITH THE APPLICABLE BUILDING CODE AND WITH THE LATEST SPECIFICATIONS OF THE AMERICAN IRON AND STEEL INSTITUTE (AISI) AND THE REQUIREMENTS OF THE STEEL STUD MANUFACTURERS ASSOCIATION (SSMA). PREFABRICATED TRUSSES AND TRUSS BRACING SHALL ALSO CONFORM TO THE SPECIFICATIONS OF WOOD TRUSS COUNCIL OF AMERICA (WTCA) AND THE COLD FORMED STEEL COUNCIL (CSFC).
2. CONTRACTOR SHALL VERIFY DIMENSIONS AND ELEVATIONS.
3. CONTRACTOR SHALL COORDINATE THE PLACEMENT AND LOCATION(S) OF MECHANICAL AND ELECTRICAL CONDUIT AND EQUIPMENT WITH THE CONTRACT DOCUMENTS AND WITH THE WORK OF OTHER TRADES.
4. CFS FRAMING SHALL BE PROTECTED AGAINST CORROSION BY APPROVED MEANS.
5. MATERIALS
   a. COLD FORMED STEEL MEMBERS SHALL CONFORM TO ASTM A653 GRADE 50 (16GA AND THICKER) OR GRADE 33 (18GA AND THINNER) UNLESS NOTED OTHERWISE (U.N.O.). COLD FORMED STEEL MEMBERS SHALL INCLUDE BUT NOT BE LIMITED TO:
      1. S-SECTIONS (C-STUDS, JOISTS)
      2. T-SECTIONS (TRACKS)
      3. U-SECTIONS (CHANNEL)
      4. F-SECTIONS (FURRING CHANNEL)
      5. ANGLE, STRAP, PLATE
   b. WELD ELECTRODE SHALL BE E60-XX U.N.O.
   c. SCREWS SHALL BE NO LESS THAN NO. 6 (0.138IN) U.N.O.
   d. BOLTS NOT MORE THAN 1/2" DIAMETER SHALL CONFORM TO ASTM A354 GRADE BD U.N.O.
   e. BOLTS EXCEEDING 1/2" DIAMETER (INCLUSIVE) SHALL CONFORM TO ASTM A307 GRADE A U.N.O.

NOT REQUIRED

SPECIALTY ENGINEERING REQUIREMENTS

1. STEEL PAN STAIRS SHALL BE DESIGNED BY THE FABRICATOR'S SPECIALTY ENGINEER AND SHALL INCLUDE STRINGERS, TREADS, HAND RAILINGS, PLATFORMS (AS REQUIRED), PAN INSERTS AND MISCELLANEOUS SUPPORTS AND CONNECTIONS. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. MINIMUM DESIGN LIVE LOAD SHALL BE 100 PSF.
2. GUARDRAILS, HANDRAILS, POSTS AND SUPPORT CONNECTIONS SHALL BE DESIGNED BY THE FABRICATOR'S SPECIALTY ENGINEER. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. DUE CONSIDERATION SHALL BE GIVEN TO EXPANSION AND CONTRACTION BY PROVIDING SLIP JOINTS AS REQUIRED. DESIGNED LOADING(S) SHALL CONFORM TO ALL REQUIREMENTS OF THE BUILDING CODE (SEE DESIGN CRITERIA FOR THE APPLICABLE BUILDING CODE).
3. EXTERIOR CURTAIN WALLS SHALL BE DESIGNED BY THE VENDORS'S SPECIALITY ENGINEER AND SHALL INCLUDE FRAME, GLASS, GLAZING AND CONNECTIONS. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. DESIGN LOADING(S) SHALL CONFORM TO ALL REQUIREMENTS OF THE BUILDING CODE (SEE DESIGN CRITERIA FOR APPLICABLE BUILDING CODE). THE VENDOR SHALL PROVIDE WINDOW WALL REACTIONS TO THE ARCHITECT.
4. FLAGPOLES AND SITE LIGHTING POLES SHALL BE DESIGNED BY THE POLE VENDORS SPECIALTY ENGINEER AND SHALL INCLUDE POLES, FOUNDATIONS AND CONNECTIONS. SHOP DRAWINGS SHALL SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION. MINIMUM DESIGN LOADS SHALL CONFORM TO ANSI/NAAM FP100 "SPECIFICATIONS FOR DESIGN LOADS OF METAL FLAGPOLES."
5. ALUMINUM AWNINGS, WALKWAY CANOPIES AND THEIR FOUNDATIONS SHALL BE DESIGNED BY THE FABRICATOR'S SPECIALTY ENGINEER AND SHALL INCLUDE FRAME, COVERING AND CONNECTIONS. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND MUST BE SIGNED, DATED AND SEALED BY A STRUCTURAL ENGINEER IN THE SAME STATE AS THE PROJECT LOCATION. DESIGN/LOADING(S) SHALL CONFORM TO ALL REQUIREMENTS OF THE BUILDING CODE. (SEE DESIGN CRITERIA FOR THE APPLICABLE BUILDING CODE). ALUMINUM WALKWAY CANOPY MANUFACTURER SHALL PROVIDE CONCRETE SUB-CONTRACTOR BIDDERS WITH FOUNDATION AND REINFORCING REQUIREMENTS FOR THEIR CANOPY SYSTEM PRIOR TO BID.
6. CONTRACTORS SHALL SUBMIT FOR ENGINEER'S APPROVAL A SHORING/RE-SHORING PLAN WITH SECTIONS AND CALCULATIONS, SIGNED, DATED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE SAME STATE AS PROJECT LOCATION.
7. REFER TO THE STRUCTURAL STEEL NOTES FOR CONNECTION ENGINEERING.
8. PROVIDE ENGINEERED SUBMITTALS, SIGNED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION, FOR ALL MECHANICAL, ELECTRICAL AND PLUMBING SUPPORTS OR ATTACHMENTS NOT INCLUDED WITHIN THE CONSTRUCTION DOCUMENTS FOR ALL ITEMS THAT REQUIRE ANYTHING OTHER THAN THE MANUFACTURER'S STANDARD HARDWARE OR ARE EXPOSED TO WIND LOADS. AN EXAMPLE OF POSSIBLE ITEMS THIS WOULD APPLY TO ARE, INCLUDING BUT NOT LIMITED TO, ROOFTOP AND/OR WALL MOUNTED DUCTS, PIPES AND TRANSFORMERS.

FLORIDA PRODUCT APPROVAL/ NOTICE OF ACCEPTANCE

1. THE STRUCTURAL ROOF DECK(S) FOR THIS PROJECT HAVE BEEN DESIGNED BE COMPLIANT WITH THE CODES AND PRESSURES LISTED HEREIN. ANY PRODUCTS INSTALLED OVER THE STRUCTURAL DECK(S) SHALL HAVE BEEN TESTED AS AN ASSEMBLY, INCLUSIVE OF THE STRUCTURAL DECK AND SHALL BE SUBMITTED FOR APPROVAL WITH THE FFA/NOA CLEARLY IDENTIFIED. FAILURE TO PROVIDE THIS INFORMATION SHALL BE CAUSE FOR REJECTION BY THE ARCHITECT AND ENGINEER.
2. RATIONAL ANALYSIS OF THE ROOF SYSTEM SHALL NOT BE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE OWNER, ARCHITECT AND ENGINEER AND THEN, ONLY WHERE PERMITTED BY THE LOCAL JURISDICTION HAVING DIRECT AUTHORITY.

SHOP DRAWINGS

1. THERE SHALL BE NO DEVIATIONS FROM THESE DESIGN PLANS BY OTHERS DURING THE PREPARATION OF SHOP DRAWINGS WITHOUT THE WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
2. ALL SHOP DRAWINGS ARE TO BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
3. ALL ROOF AND FLOOR FRAMING SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER AND SHALL INCLUDE THE FOLLOWING: DRAWINGS AND CALCULATIONS, REACTIONS AND BEARING POINTS, BRACING REQUIREMENTS AND CONNECTIONS TO SUPPORTING TRUSS MEMBERS.
4. ALL STEEL SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER AND SHALL INCLUDE DRAWINGS AND CALCULATIONS.

CAST-IN-PLACE CONCRETE NOTES:

1. CONCRETE MIXES SHALL BE DESIGNED PER ACI 30, USING PORTLAND CEMENT CONFORMING TO ASTM C-150, AGGREGATE CONFORMING TO ASTM C-33, AND ADMIXTURES CONFORMING TO ASTM C-494, C-1017, C-618, C-989 AND C-260. CONCRETE SHALL BE READY-MIXED IN ACCORDANCE WITH ASTM C-94.
2. CONCRETE SHALL CONFORM TO THE FOLLOWING COMPRESSIVE STRENGTH, SLUMP AND WATER/CEMENT RATIO REQUIREMENT:
3. IN ALL SALT ENVIRONMENTS A MIN. OF 5000PSI CONCRETE SHALL BE USED. (SLAB SHALL BE EXEMPT.) FOR OTHER ENVIRONMENTS USE 3000 PSI CONCRETE.
4. ALL CONCRETE WORK SHALL CONFORM TO ASTM ACI 301, "SPECIFICATION FOR STRUCTURAL CONCRETE BUILDINGS". HOT WEATHER CONCRETE SHALL BE IN ACCORDANCE WITH ACI 305.
5. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60.
6. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A-185 (FLAT SHEETS ONLY).
7. ALL REINFORCED STEEL SHALL BE SET AND TIED IN PLACE PRIOR TO POURING OF CONCRETE, EXCEPT THAT VERTICAL DOWELS FOR MASONRY WALL REINFORCING MAY BE "FLOATED" IN PLACE.
8. REINFORCING STEEL INCLUDING HOOKS AND BENDS, SHALL BE DETAILED IN ACCORDANCE WITH ACI 315. ALL REINFORCING STEEL INDICATED AS BEING CONTINUOUS (CONT) SHALL BE LAPPED 40 X BAR DIAMETER. LAP CONTINUOUS BOTTOM BARS OVER SUPPORTS, LAP CONTINUOUS TOP BARS AT MID-SPAN UNLESS OTHERWISE NOTED.
9. UNLESS OTHERWISE NOTED, THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT IN ACCORDANCE W/ ACI 318-08: SECTION 7.7.1

   A. CONCRETE EXPOSED TO WEATHER:
   #6 THROUGH #18 BARS -2"
   #5 BAR, W31 OF D31 WIRE & SMALLER - 1 1/2"

   B. CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
   BEAMS AND COLUMNS -1 1/2"

   C. FOUNDATIONS EXPOSED TO EARTH -3"

10. BAR SUPPORTS AND HOLDING BARS SHALL BE PROVIDED FOR ALL REINFORCING STEEL TO INSURE MINIMUM CONCRETE COVER. BAR SUPPORTS SHALL BE PLASTIC TIPPED OR STAINLESS STEEL.
11. ALL EDGES OF PERMANENTLY EXPOSED CONCRETE SURFACES SHALL BE CHAMFERED 3 4" UNLESS OTHERWISE NOTED.
12. FORMWORK SHALL REMAIN IN PLACE UNTIL CONCRETE HAS OBTAINED AT LEAST 90% OF ITS 28 DAY COMPRESSIVE STRENGTH. THE CONTRACTOR SHALL PROVIDE ALL SHORING AND RESHORING.

ROOF FRAMING NOTES:

1. THE DESIGN OF ROOF FRAMING SHALL BE BASED ON THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, 2020, 7th EDITION.
2. DESIGN WIND LOADS SHALL BE APPLIED IN ACCORDANCE WITH ASCE 7-10. SEE WIND NOTES FOR WIND DESIGN REQUIREMENTS.
3. ROOF TRUSS MANUFACTURER SHALL SUBMIT AND PROVIDE COMPLETE LAYOUT AND FURNISH THE FOLLOWING INFORMATION: ROOF PITCH, LUMBER SIZE, SPACING, SPECIES AND GRADING, LOCATION AND MAGNITUDE OF UPLIFT LOADS.
4. PRE-ENGINEERED TRUSS DESIGN SHALL BE SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER.
5. ROOF SHEATHING SHALL BE 7/16" CD PLYWOOD OR EQ.
6. CONTRACTORS SHALL VERIFY WITH ROOF TRUSS PLAN PRIOR TO PLACEMENT OF FOOTINGS.

ROOF TRUSS/ ROOF RAFTER CONNECTION TO DOUBLE TOP PLATE OR WOOD BEAM:

1. USE SIMPSON H10A OR H10A-2 AT EACH TRUSS WHERE POSSIBLE. PROVIDE ADDITIONAL TIEDOWNS FOR GREATER UPLIFTS.
2. WHERE THE H10A CANNOT BE USED (EG. ON 3-PLY GIRDERS, AT CORNERS, ETC.) USE SIMPSON H2.5A AND ADDITIONAL TIEDOWNS TO MEET UPLIFT REQUIREMENTS.
3. PRE-ENGINEERED ROOF TRUSSES TO BE APPROVED BY ENGINEER OF RECORD.

ROOF RAFTER/ I-JOIST/ CONVENTIONAL FRAMING CONNECTION TO DOUBLE TOP PLATE OR DIRECT BEARING ON WOOD BEAM:

1. USE SIMPSON H2.5A AT EACH MEMBER (WITH OR WITHOUT UPLIFT) WHERE POSSIBLE. PROVIDE ADDITIONAL TIEDOWNS FOR GREATER UPLIFTS.
2. USE TRUSS HANGERS TO ATTACH FLOOR TRUSSES TO LVL BEAMS IF LESS THAN 3-1/2" SQUARE BEARING AREA IS PROVIDED.
3. PRE-ENGINEERED FLOOR TRUSSES/JOIST TO BE APPROVED BY ENGINEER OF RECORD.
4. FOR ADDITIONAL TIEDOWNS AS REQUIRED.

WINDOWS / DOORS:

1. EXTERIOR WINDOWS AND GLASS DOORS SHALL BE TESTED BY AN APPROVED INDEPENDENT TESTING LABORATORY AND BEAR AN AAMA, WDMA OR OTHER APPROVED LABEL IDENTIFYING THE MANUFACTURER, PERFORMANCE CHARACTERISTICS AND APPROVED PRODUCT EVALUATION ENTITY INDICATING COMPLIANCE WITH THE REQUIREMENTS OF THE FOLLOWING SPECIFICATION: ANSI/AAMA/NWWDA.
2. WINDOW AND DOOR ASSEMBLIES SHALL BE ATTACHED IN STRICT ACCORDANCE WITH THE PUBLISHED MANUFACTURER RECOMMENDATIONS TO ACHIEVE RESISTANCE TO APPROPRIATE WIND SPEEDS WITH 3 SECOND WIND GUSTS AND SHALL INCLUDE THE SPECIFICATION OF BUCK STRIP MATERIALS AND ANCHORING.
3. WOOD CRIBS ABOVE ARCHED WINDOWS SHALL COMPLY WITH DRAWING DETAIL CONTAINED HEREIN.
4. ALL SHIM MATERIALS SHALL BE MADE FROM MATERIALS CAPABLE OF SUSTAINING APPLICABLE LOADS, AND LOCATED AND APPLIED IN A THICKNESS CAPABLE OF WITHSTANDING THOSE LOADS.
5. THE DESIGN RESPONSIBILITY FOR THE INSTALLATION OF DOORS AND WINDOWS IS DELEGATED TO THE SPECIALTY ENGINEER OF THE MANUFACTURER AS REINFORCED WITH IN ALL TESTING DATA REQUIRED SUBMITTED IN CONJUNCTION WITH THIS PLAN.
6. OPENING PERIMETERS HAVE BEEN DESIGNED TO TRANSMIT THE IMPOSED LOADS TO THE MAIN WIND FORCE RESISTING SYSTEM.
7. IMPACT GLASS OR SHUTTERS SHALL BE USED

SOIL NOTES:

1. ALL SOILS SHALL BE FREE OF DEBRIS AND ORGANIC MATERIALS AND COMPACTED TO 95% OF MODIFIED PROCTOR (ASTM D1557).
2. FOUNDATIONS SHALL BE BUILT ON UNDISTURBED SOIL OR PROPERLY COMPACTED FILL MATERIAL COMPLYING WITH THE FBC-R 2014.
3. STEM WALL FILL SHALL NOT EXCEED 12" LIFTS. SOIL BELOW FOOTINGS SHALL BE TESTED AND ALL SUBSEQUENT FILL SOILS IN LIFT NOT TO EXCEED 12" INTERVALS.
4. ALL FILL MATERIAL SHALL BE SP OR SM MATERIAL AS DEFINED BY THE UNIFORM SOIL CLASSIFICATION SYSTEM.
5. ANY QUESTIONABLE SOIL SHALL BE REMOVED OR BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR EVALUATION.
6. SOIL BEARING CAPACITY IS BASED UPON 2,000 PSF.
7. WOOD GRADE STAKES ARE PROHIBITED.

PEST/ DECAY PROTECTION NOTES:

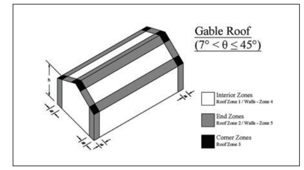
1. ALL PLANTINGS AND IRRIGATION/SPRINKLER SYSTEMS AND RISERS FOR SPRAY HEADS SHALL BE AT LEAST 1 FOOT FROM BUILDING SIDEWALLS.
2. SOIL TREATMENT SHALL MEET THE REQUIREMENTS OF 2020, 7th EDITION FBC R318 METHOD.
3. WOOD GRADE STAKES SHALL NOT BE USED.
4. PROTECTION AGAINST DECAY AND TERMITES SHALL BE PROVIDED IN ACCORDANCE WITH 2020, 7th EDITION FBC R317, R318.
5. ROOF FLASHING SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF 2020, 7th EDITION FBC R703.7.5, R703.8, R903.2 AND R905.

APPROVED
9/7/2023, 2:02:40 PM
233304
Tamra Tornai

DESIGN CRITERIA:

ALL WORK IS TO BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, 6TH EDITION (2017).

OCCUPANCY TYPE:	A
CONSTRUCTION TYPE:	II B
FIRE SPRINKLER:	YES
BASIC WIND SPEED:	VULT: 150 mph VASD:116 mph
RISK CATEGORY:	II
WIND EXPOSURE:	B
BUILDING:	ENCLOSED
PRESSURE DESIGN FACTOR:	+/- 0.18



SHEATHING NOTES:

- ROOF & WALL SHEATHING TO BE WOOD STRUCTURAL PANEL 15/32" OR GREATER (PLYWOOD OR EQUAL OSB) U.N.O.
- ENGINEERED ROOF TRUSSES @ 24" O.C. MAXIMUM
- ALL GABLE ENDS TO BE NAILED 4" O.C. @ ALL EDGES, BLOCKING, SUPPORT, FIELD, ETC.

NAILING PATTERN:

ZONE 1 = 6" O.C. MAX INTERMEDIATE, 6" O.C. MAX PANEL EDGES
ZONE 2 = 6" O.C. INTERMEDIATE AND 4" O.C. PANEL EDGES
ZONE 3 = 4" O.C. INTERMEDIATE AND EDGES
ZONE 4 = 8" O.C. MAX INTERMEDIATE, 6" O.C. MAX PANEL EDGES
ZONE 5 = 6" O.C. INTERMEDIATE AND EDGES

NAILS: 8d COMMON FOR 12", 10d COMMON FOR 5/8"

"A" DIMENSION = 40% OF EAVE HEIGHT OR 10% OF LEAST HORIZONTAL DIMENSION, WHICHEVER IS LESS, BUT NOT LESS THAN EITHER 4% OF THE LEAST HORIZONTAL DIMENSION OR 3' MINIMUM

DESIGN WIND PRESSURES (asd)
FOR COMPONENTS AND CLADDING (psf)
150 MPH (ult) CAT B @ 15' HEIGHT

TRIBUTARY AREA [SF]	ZONE: ROOF 1	ROOF 2	ROOF 3	WINDOWS & DOORS 4	WINDOWS & DOORS 5
10	+14.0/-22.0	+14.0/-30.0	+14.0/-57.0	+24.5/-26.0	+24.3/-32.0
20	+12.8/-21.0	+12.8/-35.0	+12.8/-53.0	+23.2/-25.0	+23.2/-30.0
50	+11.1/-20.0	+11.1/-31.0	+11.1/-48.0	+20.6/-22.0	+21.7/-27.0
100	+9.9/-20.0	+9.9/-20.0	+9.9/-44.0	+18.1/-20.0	+20.6/-25.0

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GOOD LIQUID DISTILLERY & TAPROOM
DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

DESIGN PARAMETERS

Project No.	2020012.00
Drawn By	Author
Checked By	Checker
Date	06.30.23

Revisions:

Jason Brian Taylor
AR 94890 / ID4963

"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety standards as determined by local authority in accordance with Chapter 553 and 663 of Florida Statutes."

CONSTRUCTION DRAWINGS

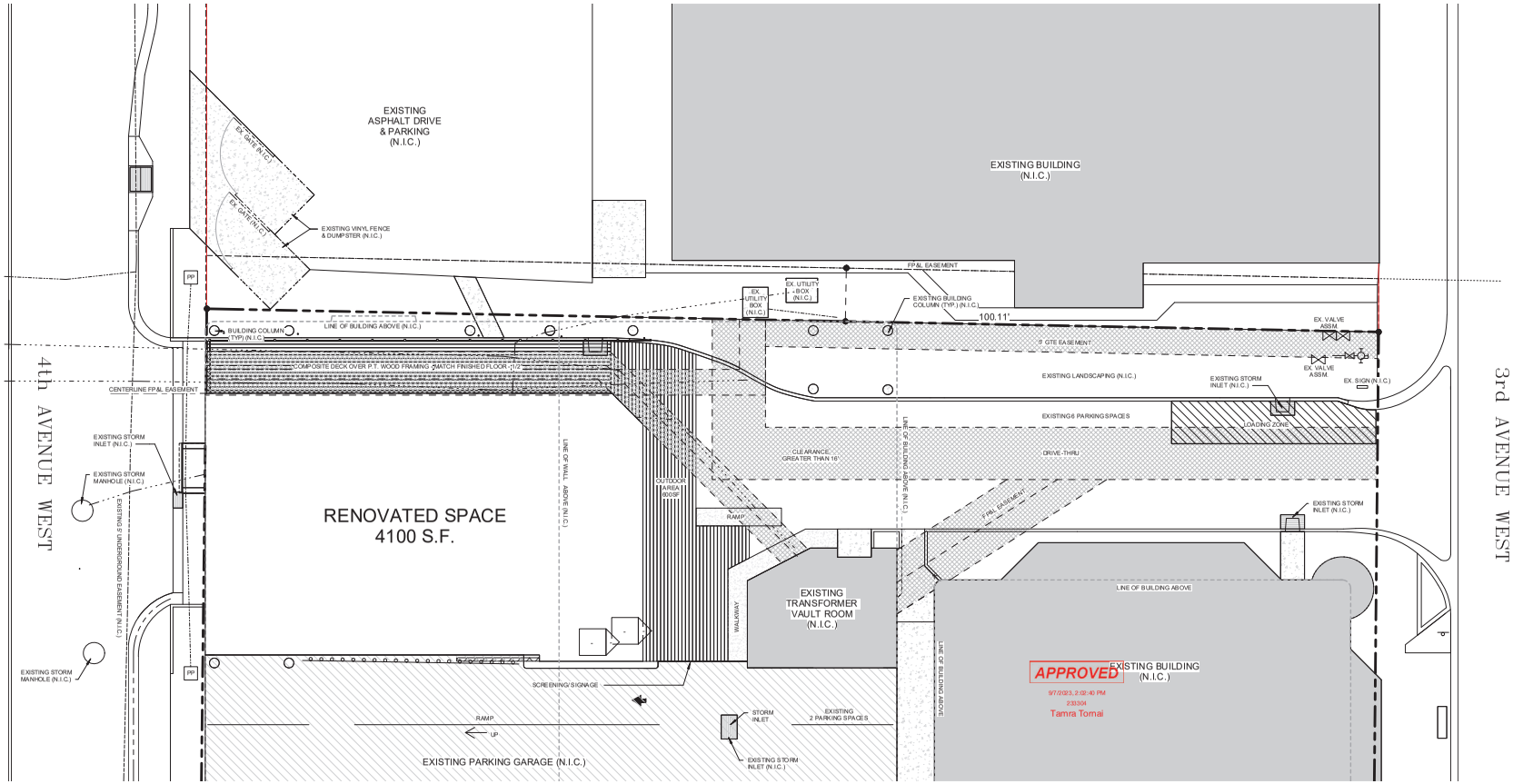
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Jennifer Diamond

NOTE: SEE CIVIL DRAWINGS FOR GRADING, DRAINAGE, UTILITY, PAVING AND EXISTING SITE DEMOLITION INFORMATION



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23304
Tamra Tomai

ARCHITECTURAL SITE PLAN | 1
1" = 10'-0"

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GOOD LIQUID DISTILLERY & TAPROOM
DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

ARCHITECTURAL SITE PLAN

Project No.	2020012.00
Drawn By	Author
Checked By	Checker
Date	06.30.23

Revisions:

"To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety codes in effect as enacted by local authority, as otherwise exempted under 553 and 633 of Florida Statutes."

Jason Brian Taylor
AR 94550 / ID 6865

CONSTRUCTION DRAWINGS

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GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

LIFE SAFETY PLAN

Project No.	2020012.00
Drawn By	Author
Checked By	Checker
Date	06.30.23

Revisions:

Alison Brian Taylor
AR 94890 / ID 8963

"To the best of the Architect's or Engineer's knowledge, the plans and specifications incorporated herein conform to the applicable minimum building code and standards as determined by local authority in effect on the date of this permit."

CONSTRUCTION DRAWINGS

A2.0

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LIFE SAFETY PLAN 1

3/16" = 1'-0"

NOTE: FIRE ALARM AND FIRE PROTECTION BY OTHERS. EXISTING FIRE SPRINKLER SYSTEM TO BE MODIFIED TO ACCOMODATE NEW CONSTRUCITON.

NOTE: FURNITURE SHALL BE PLACED TO MAINTAIN 4'-0" CLEAR WIDTH EGRESS AISLES

NEW STOREFRONT DOORS WITH PANIC HARDWARE, LOCK ON EGRESS SIDE, IF REQUIRED BY AUTHORITY HAVING JURISDICTION, DOOR TO REMAIN UNLOCKED WHEN BUILDING OCCUPIED. #1" LETTERS ON CONTRASTING BACKGROUND

NEW SECURITY GATE WITH LATCH AND PADLOCK, IF REQUIRED POST MOUNTED FIRE EXTINGUISHER. REMAIN UNLOCKED WHEN BUILDING OCCUPIED. #1" LETTERS ON CONTRASTING BACKGROUND

NOT AN EGRESS DOOR

EGRESS PATH = 78'-8"

EGRESS PATH= 68'-0"

EGRESS PATH= 62'-8"

COOLER 59 SF

KITCHEN 710 SF

SERVICE BAR

PREP AREA

STILL ROOM 61 SF

BAR 293 SF

STORAGE AREA 64 SF

OFFICE 24 SF

WAIT STATION 203 / SF

OUTDOOR AREA 2636

WALKWAY

RAMP

COMPOSITE DECKING STEPS

COMPOSITE DECK OVER P.T. WOOD FRAMING - MATCH FINISHED FLOOR -1/2"

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Tamra Tomai

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233304
Donald Demonia

LIFE SAFETY LEGEND

FIRE EXTINGUISHER LEGEND

GENERAL / MULTI-PURPOSE

- B — FIRE EXTINGUISHER - BRACKET MOUNTED — TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSENS MFG. MP5-A WITH UL RATING OF 3A-40B:C OR EQUAL
- C — FIRE EXTINGUISHER - SEMI-RECESSED MOUNTED — CABINET: RSM-RSCE-5SS2 D FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSENS MFG. MP-A WITH UL RATING OF 3A-40B:C OR EQUAL

ELECTRICAL ROOMS

- D — FIRE EXTINGUISHER - BRACKET MOUNTED — TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSENS MFG. - HTS WITH UL RATING OF 3A-40B:C OR EQUAL

KITCHEN

- K — FIRE EXTINGUISHER - BRACKET MOUNTED — TYPICAL BRACKET MOUNTED FIRE EXTINGUISHER TO BE A MINIMUM UL RATING OF 2A WITH 75' TRAVEL DISTANCE - PROVIDE LARSENS MFG. - WC-6L WITH UL RATING OF 2A:K OR EQUAL

NOTES

NOTE:
1. FIRE EXTINGUISHERS AND CABINETS TO BE PROVIDED AND INSTALLED BY CONSTRUCTION MANAGER.
2. FIRE EXTINGUISHER SELECTION AND INSTALLATION KHALL COMPLY WITH 2007 NFPA 10
3. FIRE EXTINGUISHERS SHALL BE MOUNTED AT A MAX. HEIGHT OF 48" TO THE HANDLE OF THE EXTINGUISHER

EGRESS LEGEND

3'-0" DOOR	34" / .20" PER-OCCUPANT = 170 OCCUPANTS TOTAL
PAIR 3'-0" DOOR	68" / .20" PER-OCCUPANT = 340 OCCUPANTS TOTAL
4'-0" DOOR	46" / .20" PER-OCCUPANT = 230 OCCUPANTS TOTAL
PAIR 4'-0" DOOR	92" / .20" PER-OCCUPANT = 460 OCCUPANTS TOTAL

SIGNAGE LEGEND

PROVIDE CODE MINIMUM SIGNAGE

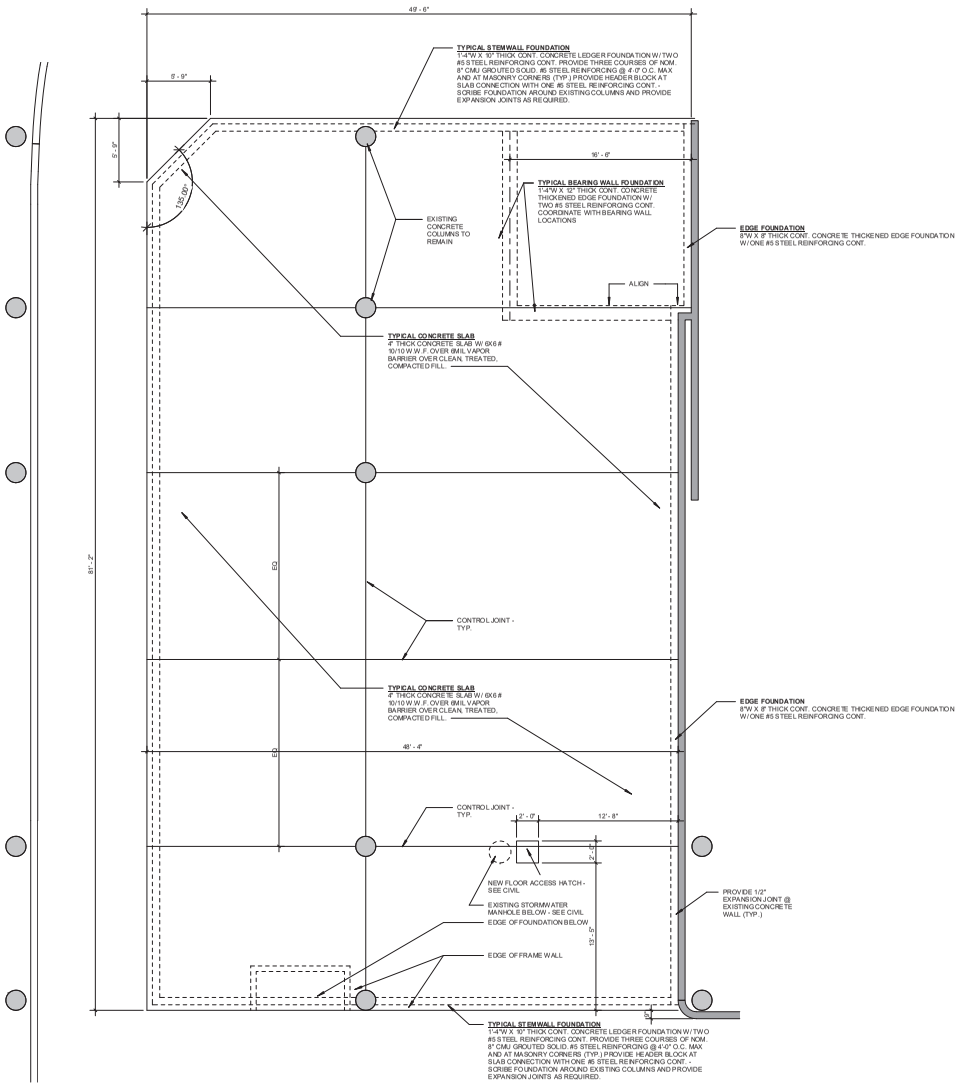
LINE TYPE AND SYMBOL LEGEND

- EMERGENCY EXIT SIGN
- FIRE ALARM PULL STATION
- SMOKE RATED WALL
- 1 HOUR FIRE RATED WALL
- 2 HOUR FIRE RATED WALL
- EGRESS PATH

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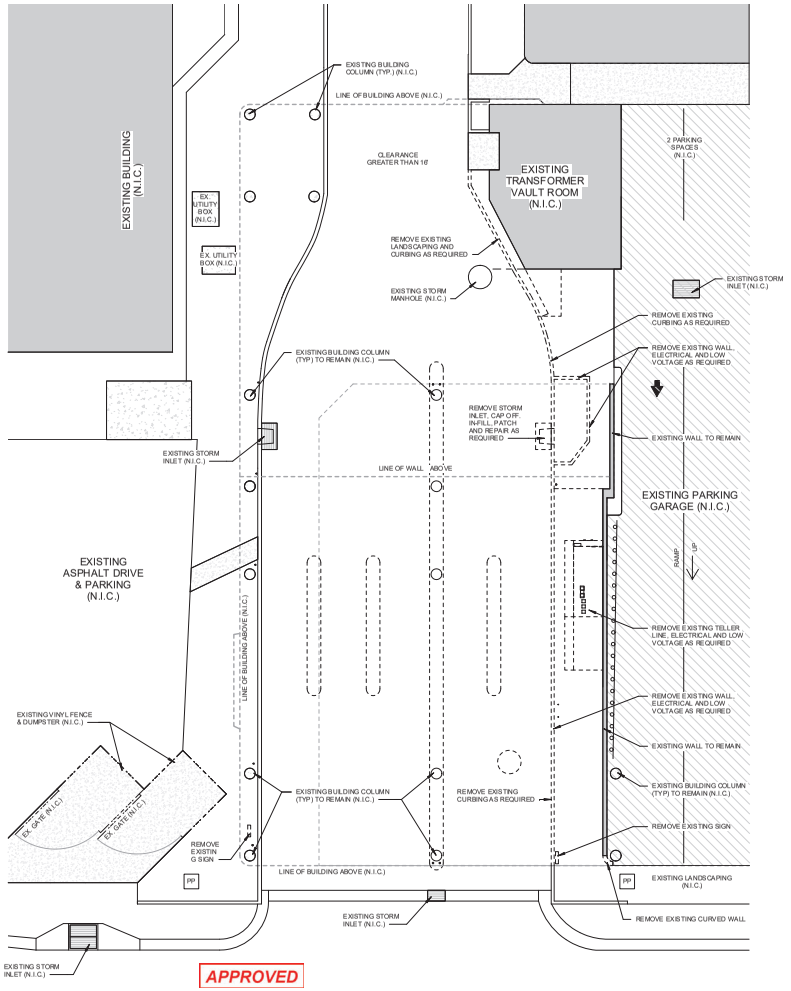
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233304
Donald Demonia



FOUNDATION PLAN | 2

3/16" = 1'-0"



APPROVED

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233304
Tamra Tomai

GENERAL DEMOLITION NOTES

1. BROKEN LINES INDICATE ITEMS TO BE REMOVED.

2. ALL MATERIALS SCHEDULED TO BE REMOVED AND NOT REUSED SHALL BE REVIEWED WITH THE OWNER PRIOR TO DEMOLITION WORK COMMENCEMENT. THE CONTRACTOR SHALL TURN OVER ALL ITEMS NOT TO BE REUSED TO THE OWNER AT THE OWNER'S REQUEST.

3. SEE SITE PLAN, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.

4. ALL EXISTING INFORMATION HAS BEEN SHOWN FOR GENERAL INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND DETERMINING THE SCOPE OF THE WORK, PRIOR TO FORMULATING A BID AND/ OR BEGINNING THE WORK.

5. ALL MATERIALS SCHEDULED TO BE REMOVED SHALL BE CONTAINED AND DISPOSED OF OFF-SITE.

6. THE DEMOLITION CONTRACTOR SHALL BEAR RESPONSIBILITY FOR ALL FEES ASSOCIATED WITH MATERIALS DISPOSAL UNLESS OTHERWISE DIRECTED.

GENERAL DEMOLITION PLAN NOTES

1. REMOVE ALL FLOOR FINISHES TO SUBSTRATE AS REQUIRED.

2. REMOVE ALL EXISTING LOW VOLTAGE SYSTEMS AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.

3. ALL ELECTRICAL TO BE REMOVED SHALL BE SAFED OFF AND/ OR CONDUCTORS REMOVED AT TERMINATIONS.

DEMOLITION PLAN | 1

1" = 10'-0"

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GOOD LIQUID DISTILLERY & TAPROOM
DOWNTOWN

Project No.	20200112.00
Drawn By	JBT
Checked By	jbt
Date	06.30.23

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

DEMOLITION PLAN AND FOUNDATION PLAN

Revisions:

"To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety codes in effect as of the permit issuance date by local authority, except as otherwise noted."
553 and 661 of Florida Statutes."

Jason Brian Taylor
AR 94569 / ID 6865

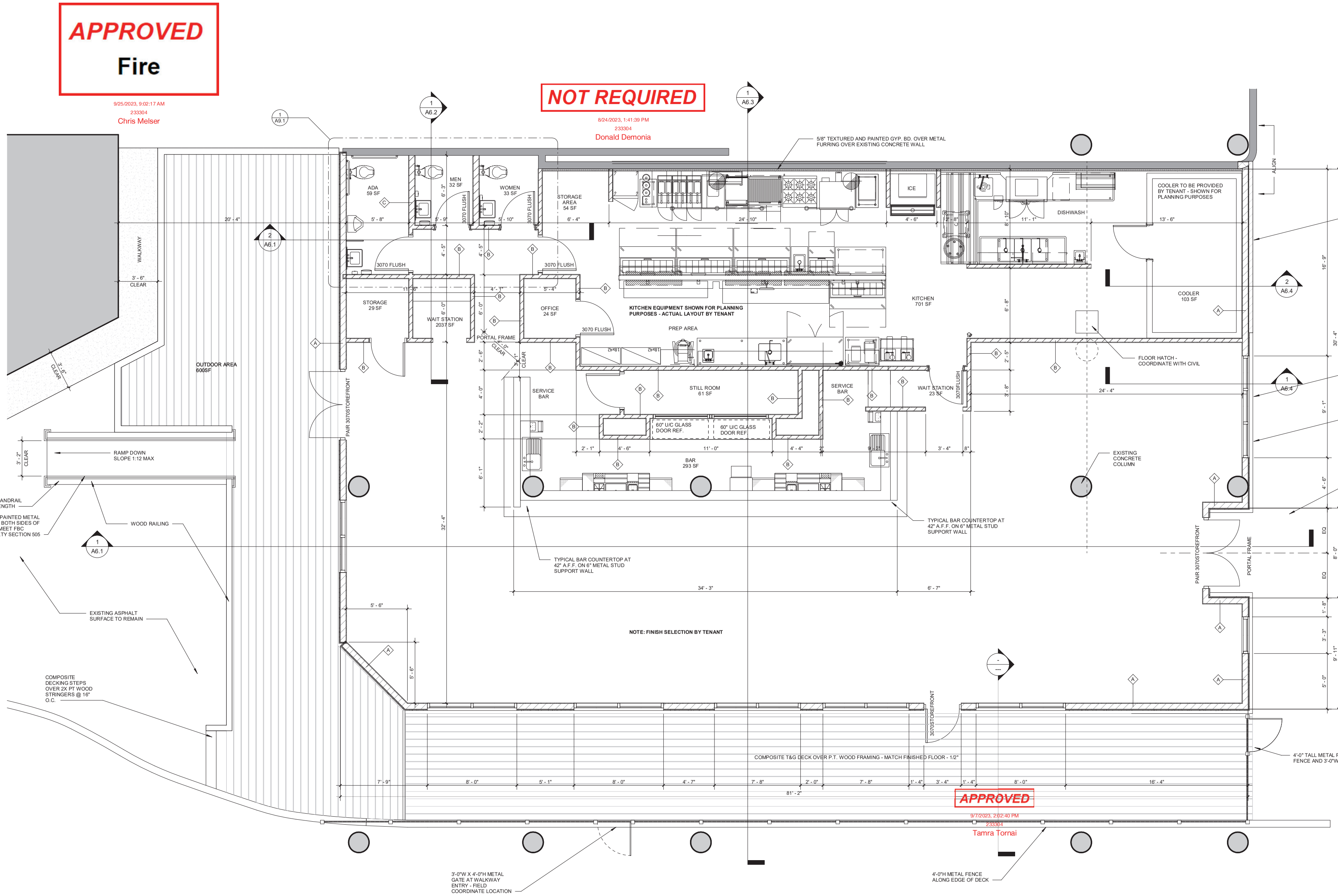
CONSTRUCTION DRAWINGS

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FIRST LEVEL FLOOR PLAN 1

1/4" = 1'-0"

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GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

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RENOVATED SPACE FLOOR PLAN

Project No.	2020012.00
Drawn By	Author
Checked By	Checker
Date	06.30.23

Revisions:

Jason Brian Taylor
AR 94890 / ID4963

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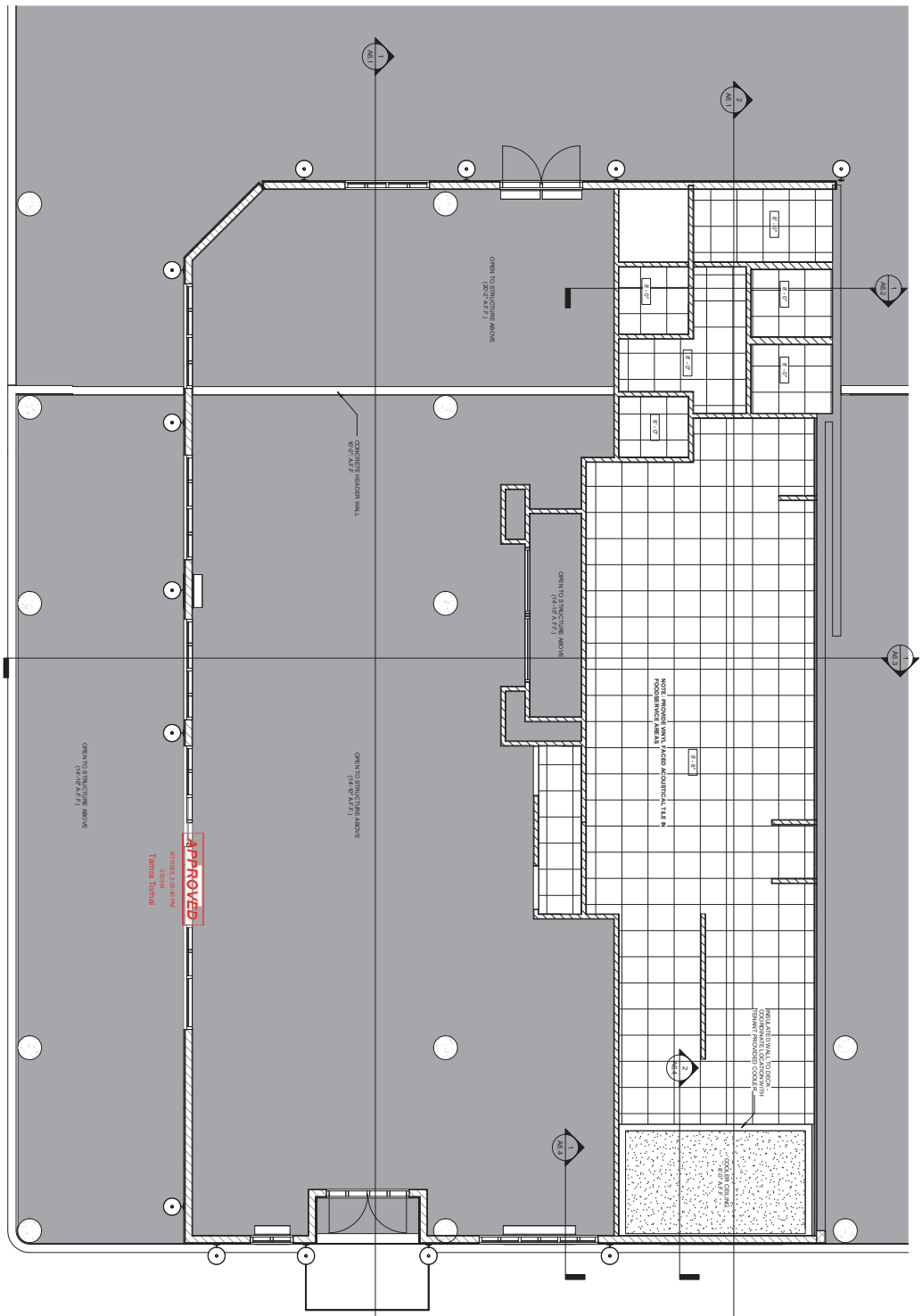
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Tamra Tomai

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Donald Demonia

FIRST LEVEL CEILING PLAN 1

1/4" = 1'-0"

CONSTRUCTION DRAWINGS

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Jason Brian Taylor
AR 94890 / ID 4963

Revisions:

Project No.	2020012.00	GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN
Drawn By	Author	
Checked By	Checker	1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205
Date	06.30.23	RENOVATED SPACE CEILING PLAN

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"To the best of the Architect's or Engineer's knowledge, the plans submitted comply with the applicable building code and regulations in effect at the time of permit application. By local authority is responsible for determining standards for safety and specifications for accessibility. Stantec" 553 and 663 of Florida Statutes."

Alison Brian Taylor
AR 94880 / ID 6963

CONSTRUCTION DRAWINGS

A3.3

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Revisions:		
Project No.	2020012.00	Date
Drawn By	Author	06.30.23
Checked By	Checker	DECK PLAN AND DETAILS

GOOD LIQUID DISTILLERY & TAPROOM
DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

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FIRST LEVEL FLOOR PLAN 1
1/4" = 1'-0"

NOTE: 2X JOISTS TO CONVERT TO 2X SLEEPERS OVER RIGID INSULATION AT CONCRETE SLAB ON GRADE AREA PROVIDE 3/4" WEEP'S @ 2'-0" O.C. MAX

DBL. 2X PT WOOD CONT. LEDGER - BOLT TO CONCRETE KNEEWALL W/ 1/2" ANCHORS @ 16" O.C. MAX

2X12 PT WOOD JOISTS @ 16" O.C.

DBL. 2X PT WOOD CONT. LEDGER - NAIL TOGETHER WITH 4d NAILS @ 16" O.C.

EXISTING CONCRETE CURB TO REMAIN

DBL. 2X PT WOOD CONT. LEDGER - BOLT TO CONCRETE KNEEWALL W/ 1/2" ANCHORS @ 16" O.C. MAX W/ 4d NAILS @ 16" O.C. MAX

DBL. 2X PT WOOD CONT. LEDGER - NAIL TOGETHER WITH 4d NAILS @ 16" O.C.

TPL. 2X12 BEAM

TPL. 2X12 PT WOOD JOISTS @ 16" O.C.

TPL. 2X12 BEAM

TPL. 2X12 BEAM

DBL. 2X PT WOOD CONT. LEDGER - BOLT TO CONCRETE KNEEWALL W/ 1/2" ANCHORS @ 16" O.C. MAX W/ 4d NAILS @ 16" O.C. MAX

DBL. 2X PT WOOD CONT. LEDGER - NAIL TOGETHER WITH 4d NAILS @ 16" O.C.

TPL. 2X12 PT WOOD BEAM (REF. DW DTL. 1 / 7.2) W/ 2X PT WOOD BEAM TO LEDGER W/ SIMPSON TSP ON BOTH SIDES OF BEAM

APPROVED
Knight, Code of Ord. Tampa
Tanya Toma

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Donald Demonia

RAMP DETAIL 2
3/4" = 1'-0"

1 1/2" HANDRAIL (BOTH SIDES OF RAMP)

2X8 TOP RAIL

4X4 PT WOOD RAIL POST

2X6 PT WOOD RAILING MAX 3 1/4" BETWEEN RAILS - FASTEN TO POST W/ THREE #10 SCREWS

TAG COMPOSITE DECKING OVER 2X12 PT WOOD DECK JOISTS @ 16" O.C.

EXISTING ASPHALT SURFACE - ELEVATION VARIES

VARIES

EL. -0-1/2" B.F.F. - TAPER CURB

TAG COMPOSITE DECKING OVER 2X8 PT WOOD STRINGERS @ 16" O.C.

TYP. DECK EDGE DETAIL 3
1 1/2" = 1'-0"

2X8 TOP RAIL

4X4 PT WOOD RAIL POST

2X6 PT WOOD RAILING MAX 3 1/4" BETWEEN RAILS - FASTEN TO POST W/ THREE #10 SCREWS

PROVIDE DECK POST BASE

DBL. 2X4 FRAMING FOR RAILING SUPPORT BETWEEN 2X JOISTS

EL. -0-1/2" B.F.F. - DECK LEVEL

2X BLKPORT - ATTACH TO JOIST W/ #PCUK - 16" SCREWS

2X PT WOOD RIBBON BOARD @ ENDS OF JOISTS

DBL. 2X LEDGER BEAM ON EXISTING ASPHALT PAVEMENT - PROVIDE 1/4" WEEPS @ 2'-0" O.C. MAX

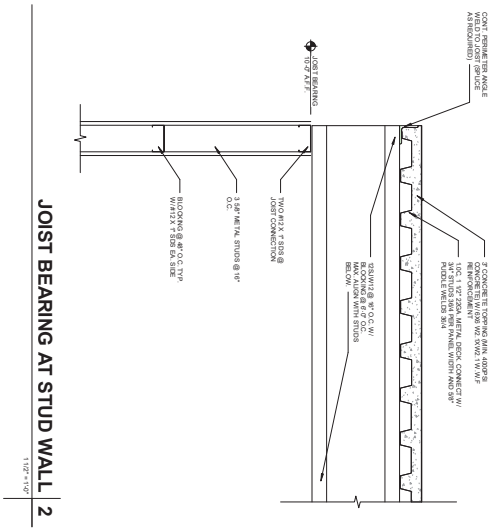
TAG COMPOSITE DECKING OVER 2X PT WOOD JOISTS @ 16" O.C. MAX

SIMPSON TSP @ EACH JOIST

EXISTING ASPHALT SURFACE - ELEVATION VARIES

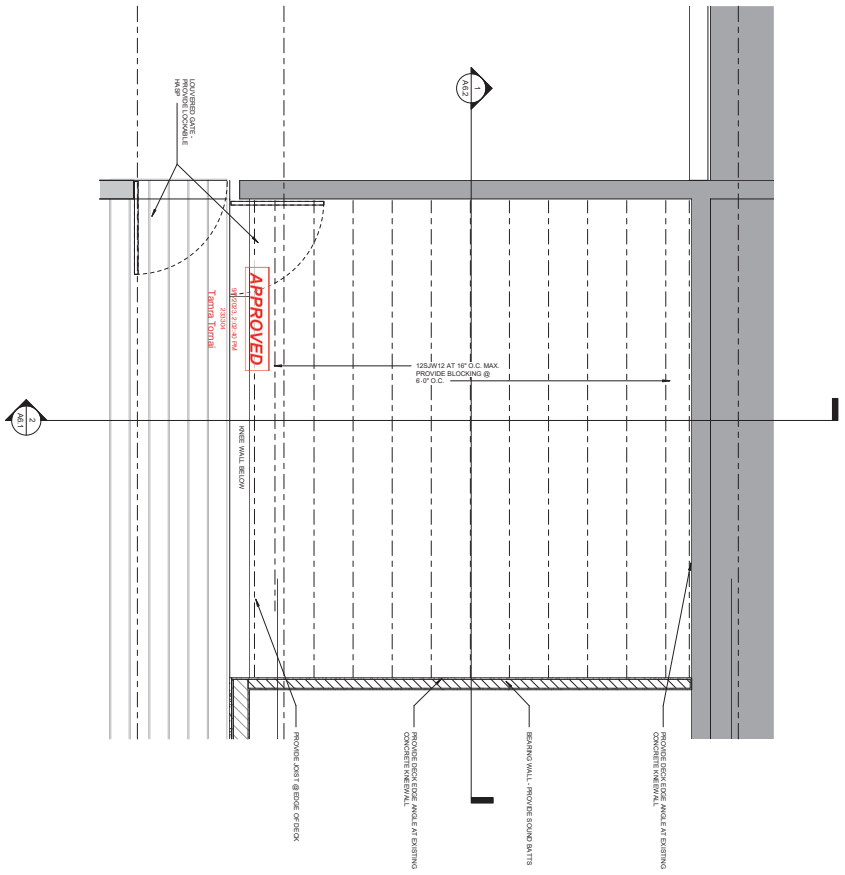
EXISTING ASPHALT SURFACE - ELEVATION VARIES

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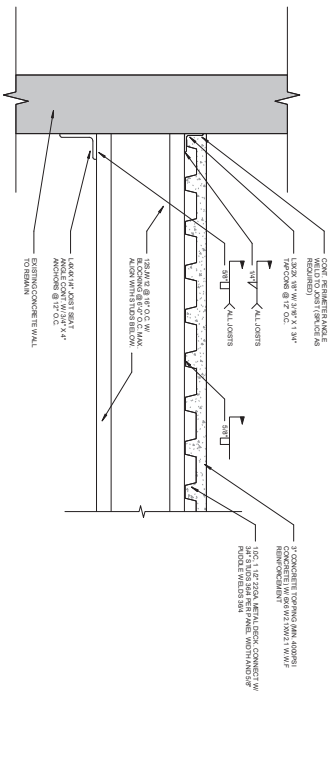
JOIST BEARING AT STUD WALL | 2

1 1/2" = 1'-0"



CONDENSER DECK PLAN | 1

1/2" = 1'-0"



JOIST TO EXIST CONC WALL DETAIL | 3

1 1/2" = 1'-0"

NOT REQUIRED
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Donald Demonia

CONSTRUCTION DRAWINGS

A3.4

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Jason Brian Taylor
AR 94890 / ID 4963

Revisions:

Project No.	2020012.00
Drawn By	Author
Checked By	Checker
Date	06.30.23

GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

CONDENSER DECK PLAN AND DETAILS

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Revisions:

Project No.	202001200
Drawn By	JHT
Checked By	jhe
Date	06.30.23

GOOD LIQUID DISTILLERY & TAPROOM
DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

EXTERIOR ELEVATIONS

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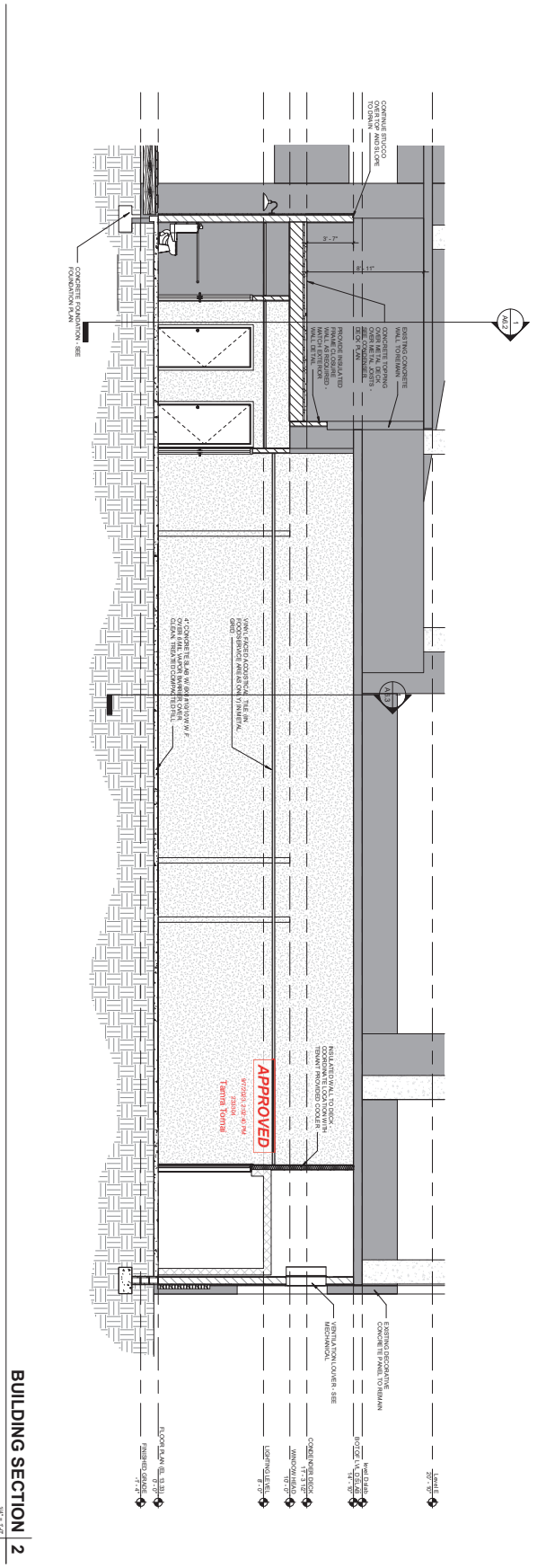
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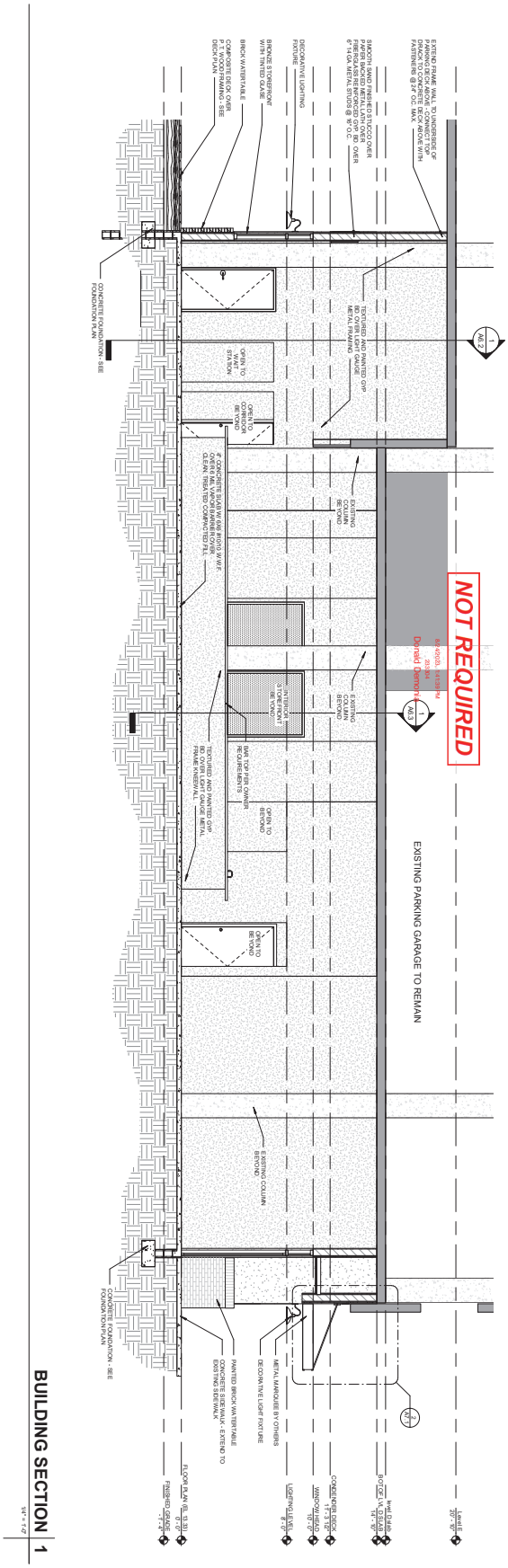
"To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and ordinances applicable at the time of permitting, except for items as noted in the Statement."

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BUILDING SECTION 2

3/4" = 1'-0"



BUILDING SECTION 1

1/4" = 1'-0"

CONSTRUCTION DRAWINGS

A6.1

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Jason Brian Taylor
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Revisions:

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Drawn By	Author
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Date	06.30.23

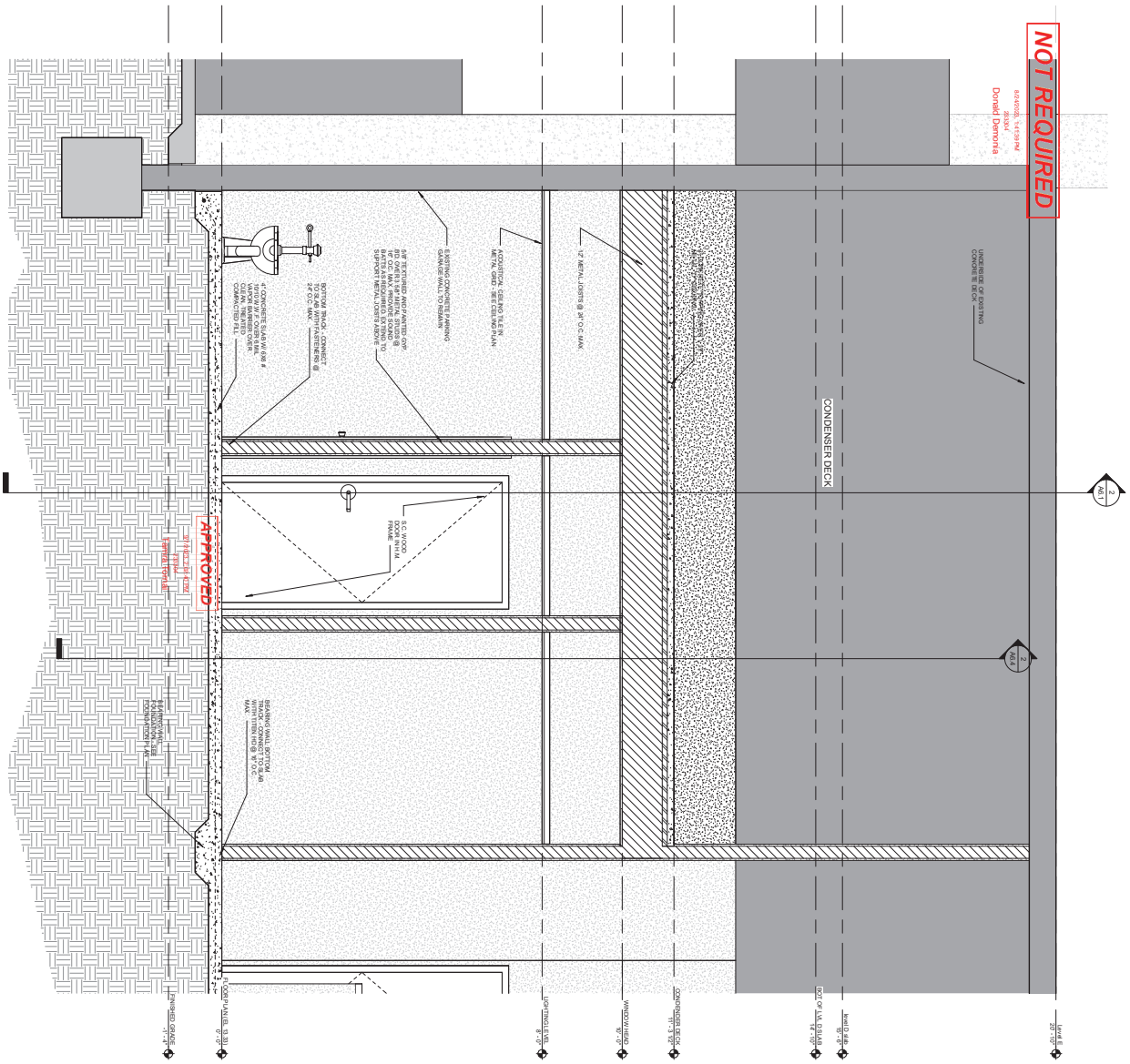
GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

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BUILDING SECTIONS

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BUILDING SECTION 1
3/4" = 1'-0"

CONSTRUCTION DRAWINGS

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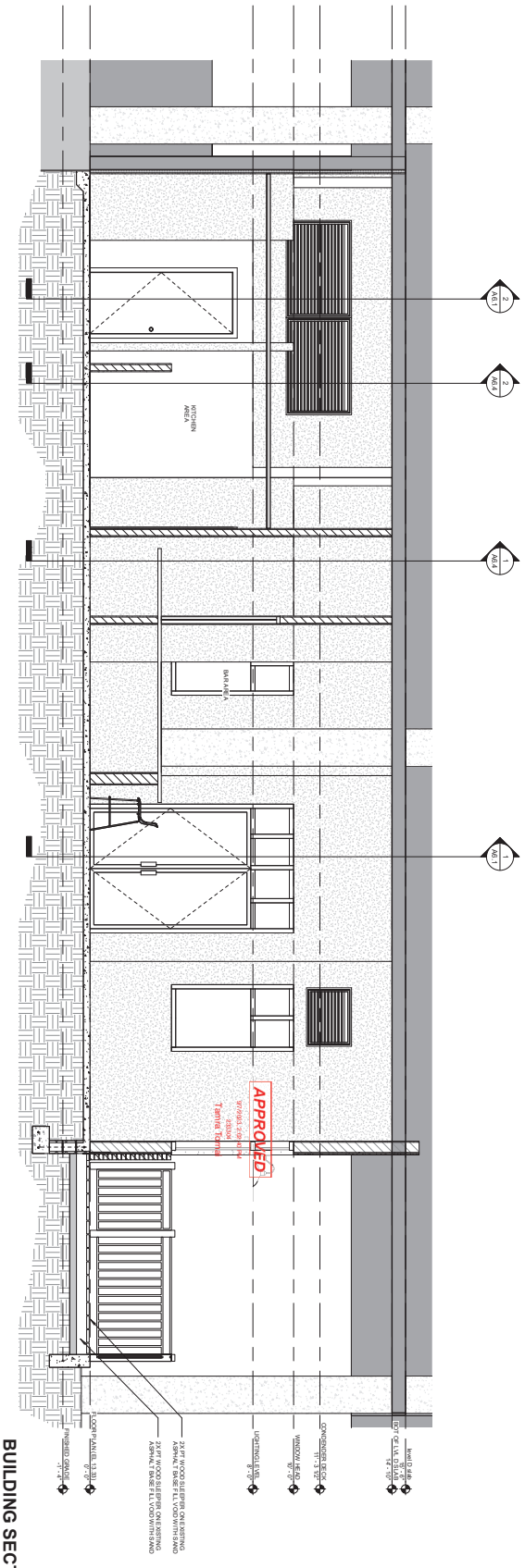
Jason Brian Taylor
AR 94890 / ID 4963

Revisions:

Project No.	2020012.00	GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN
Drawn By	Author	
Checked By	Checker	1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205
Date	06.30.23	BUILDING SECTIONS

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BUILDING SECTION 1
3/4" = 1'-0"

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Donald Demorris

CONSTRUCTION DRAWINGS

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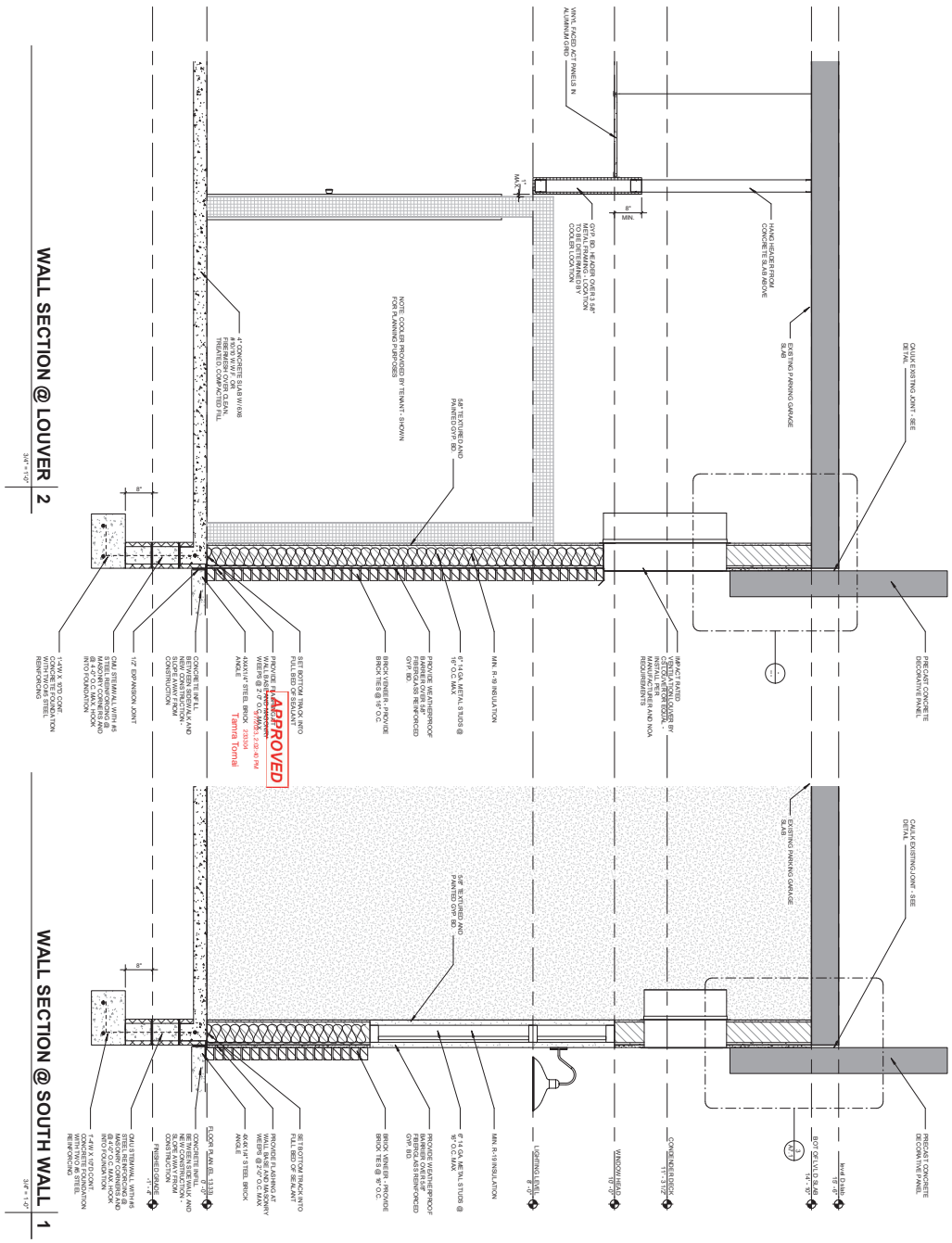
Jason Brian Taylor
AR 94890 / ID 4963

Revisions:

Project No.	2020012.00	GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN
Drawn By	Author	
Checked By	Checker	1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205
Date	06.30.23	BUILDING SECTIONS

TAYLOR STUDIOS, INC.
architecture- arts- interiors -sustainability
4501 Manatee Avenue West #174
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tel. 941 238 9800
info@taylorstudios.biz
lic. AA26003180

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CONSTRUCTION DRAWINGS

A6.4

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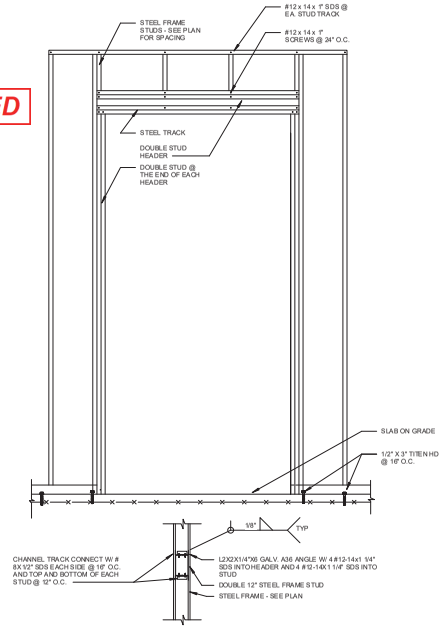
GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

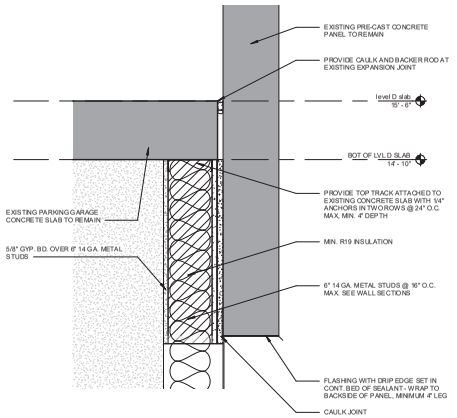
WALL SECTIONS

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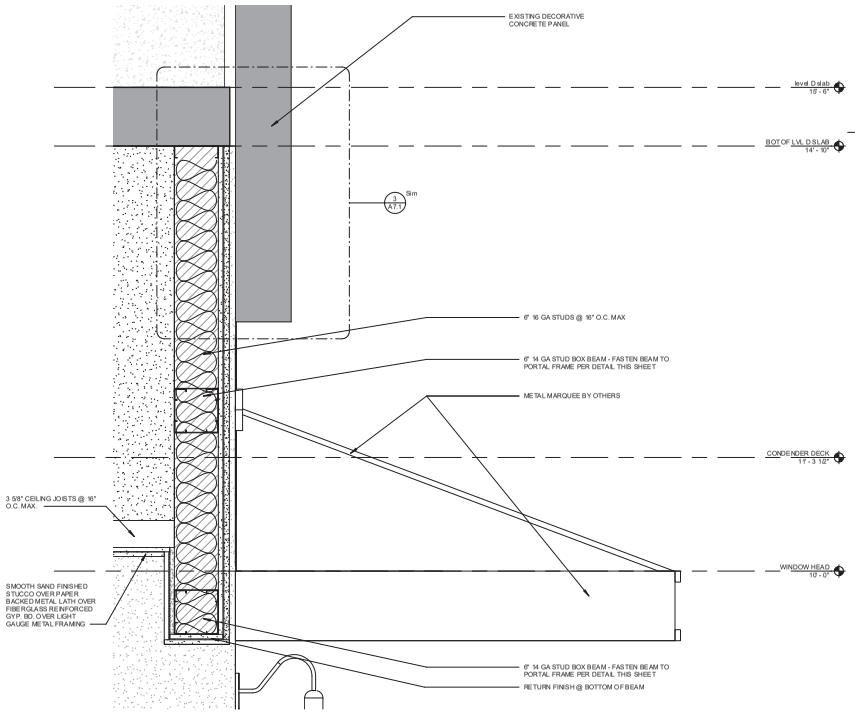
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Donald Demonia



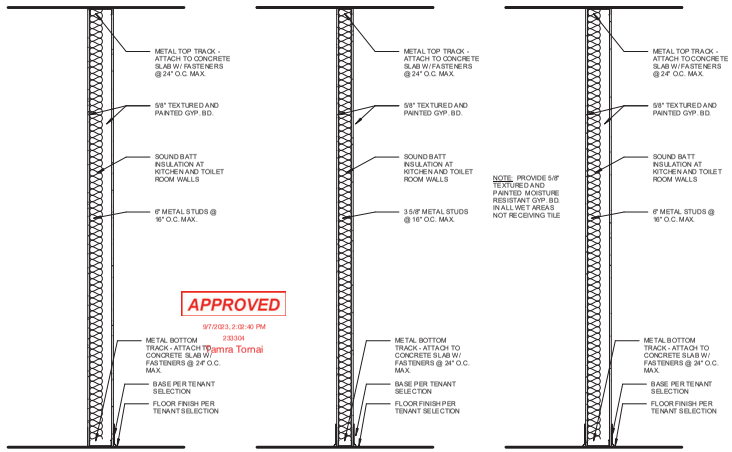
PORTAL FRAME DETAIL | 44
3/4" = 1'-0"



DETAIL @ EXISTING PRECAST PANEL | 3
1 1/2" = 1'-0"



SECTION AT ENTRY MARQUEE | 2
1 1/2" = 1'-0"



EXTERIOR WALL TYPE "A" | INTERIOR WALL TYPE "B" | INTERIOR WALL TYPE "C" PLUMBING WALL

WALL TYPES | 1
3/4" = 1'-0"

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GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

WALL TYPES AND ROOM FINISH SCHEDULE

Project No.	2020012.00
Drawn By	Author
Checked By	Checker
Date	06.30.23

Revisions:

"To the best of the Architect's knowledge, the plans and specifications comply with the applicable minimum building codes and applicable fire safety codes in effect as of the permit issue date except as to those items specifically noted to be the responsibility of others by local authority, the Owner or Contractor."
553 and 661 of Florida Statutes."

Jason Brian Taylor
AR 94580 / ID 6865

CONSTRUCTION DRAWINGS
A7.1

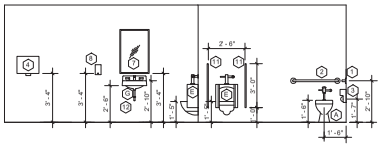
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RESTROOM TYP. ELEVATIONS

3/4" = 1'-0"

RESTROOM FIXTURE / ACCESSORY SCHEDULE			
No	ACCESSORY	MANUFACTURES	MOUNTING HEIGHT
1	ADA 48" GRAB BAR	BOBRICK OR EQUAL	2'-10" A.F.F.
2	ADA 36" GRAB BAR	BOBRICK OR EQUAL	2'-10" A.F.F.
3	TOILET PAPER DISPENSER - SURFACE MOUNT	PER OWNER SELECTION	1'-6" A.F.F.
4	PAPER TOWEL DISPENSER - SURFACE MOUNT	PER OWNER SELECTION	4'-0" A.F.F. TO TOWEL
5	WASTE RECEPTACLE - FREE STANDING	BY OWNER	2'-10" A.F.F. TO TOP
6	FEMININE DISPOSAL	BOBRICK OR EQUAL	1'-6" A.F.F.
7	24" x 36" MIRROR (STAINLESS STEEL)	BOBRICK OR EQUAL	3'-4" A.F.F. TO REFLECTIVE SURFACE
8	SOAP DISPENSER - SURFACE MOUNT	PER OWNER SELECTION	3'-4" A.F.F. TO BUTTON
9	URINAL SCREEN	BOBRICK OR EQUAL	12" A.F.F.
10	SAFETY COVER OVER EXPOSED PIPES	BOBRICK OR EQUAL	-
11	NOT USED		
12	NOT USED		
13	NOT USED		
14	NOT USED		
15	NOT USED		
16	NOT USED		
	RESTROOM FIXTURE / ACCESSORY SCHEDULE		
A	ADA WATER CLOSET - FLOOR MOUNTED	SEE PLUMB.	1'-6" A.F.F.
B	URINAL	SEE PLUMB.	2'-0" A.F.F.
C	ADA LAVATORY - WALL MOUNT	SEE PLUMB.	2'-10" A.F.F.
D	FLOOR MOUNTED CUSTODIAL SINK	SEE PLUMB.	-
E	MOP AND BROOM RACK (WALL MOUNTED)	BOBRICK OR EQUAL	4'-10" A.F.F. TO TOP
F	NOT USED		
G	NOT USED		
H	NOT USED		
J	NOT USED		
K	NOT USED		
M	NOT USED		

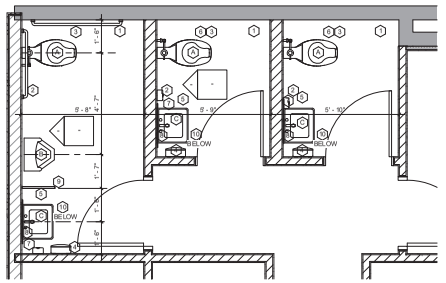
NOTE: PROVIDE BLOCKING AT WALL MOUNT FIXTURE ACCESSORIES

RESTROOM ACCESSORY SCHEDULE

12" = 1'-0"

APPROVED

9/7/2023, 2:02:40 PM
233304
Tamra Tomai



PARTIAL FLOOR PLAN 1

3/8" = 1'-0"

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GOOD LIQUID DISTILLERY & TAPROOM
DOWNTOWN

1001 3RD AVENUE WEST, SUITE 100, BRADENTON, FL 34205

INTERIOR ELEVATIONS

Project No.	2020012.00
Drawn By	Author
Checked By	Checker
Date	06.30.23

Revisions:

To the best of the Architect's knowledge, the plans and specifications comply with the Florida Building Code and applicable fire safety regulations, except as noted by local authority, as enforced by the building official. Florida Statutes.

Jason Brian Taylor
AR 94509 / ID 6865

CONSTRUCTION DRAWINGS

A9.1

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7/2/2023 15:59:34

SITE IMPROVEMENT PLAN

TO SERVE

THE DISTILLERY

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

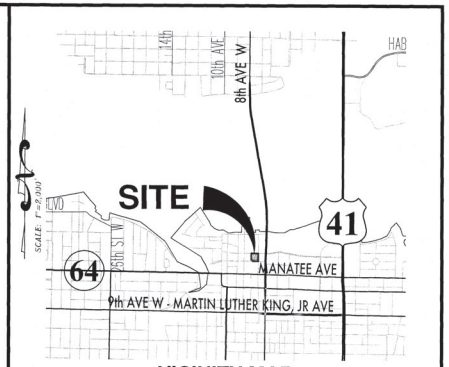
EXISTING ZONING: BR_FBC,BR_T6
FUTURE LAND USE: URBAN CORE

SITE DATA:

TOTAL AREA OF LOT:	0.97 ACRES	
TOTAL PROJECT AREA:	4,067 SF	
MAXIMUM LOT COVERAGE	MINIMUM REQUIRED	PROVIDED
MAX. LOT COVERAGE (90%)	0.87 ACRES	0.09 ACRES
FRONTAGE BUILD OUT	MINIMUM REQUIRED(80%):	PROVIDED(100%):
	152.98'	191.33'
BUILDING SETBACKS:		
	MINIMUM REQUIRED: (T6)	PROVIDED:
NORTH (SECONDARY FRONTAGE)	0' MIN/24' MAX.	0.39'
SOUTH (FRONT)	0' MIN/8' MAX.	0.25'
EAST (SIDE)	0' MIN/8' MAX.	1.77'
WEST (SIDE)	0' MIN./8' MAX.	1.18'
PARKING:	MINIMUM REQUIRED	PROVIDED
ONE SPACE PER 500 SF.	8	204
HANDICAP SPACES (1/PER 25 SPACES)	1	2
TOTAL:	9	206
BUILDING HEIGHT:	MAXIMUM :	PROVIDED:
	3 STORIES	1-STORY, 25'-2" (PROJECT SITE)
		3-STORIES (PRINCIPAL STRUCTURE, PARKING GARAGE)

NOTES:

1. THE SITE IS CURRENTLY ZONED T6 AND FUTURE LAND USE IS : URBAN CORE.
2. SITE CURRENTLY UNOCCUPIED OFFICE BUILDING.
3. THE SITE IS DESIGNATED AS FLOOD ZONES X, ON F.I.R.M. PANEL #12081C0302F, DATED 8/10/2021.
4. THE PROPOSED USE IS A RESTAURANT.
5. THERE ARE NO KNOWN FOUNDATIONS, MOUNDS, OR MIDDEN AREAS OF HISTORIC ORIGIN, EXISTING EASEMENTS, PLATTED STREETS LOCATED ON THIS SITE.
6. THERE ARE NO KNOWN WETLANDS UNDER THE JURISDICTION OF SWFWMD AND FDEP WITHIN THE BOUNDARIES OF THIS PLAN.
7. THERE ARE NO KNOWN WELLS WITHIN THE BOUNDARIES OF THIS PLAN. ANY WELLS DISCOVERED DURING CONSTRUCTION AND NOT TO BE USED FOR IRRIGATION SHALL BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER.
8. THE STORMWATER MANAGEMENT SYSTEM & COMMON OPEN SPACE WITHIN THE PROJECT BOUNDARIES WILL BE OPERATED AND MAINTAINED BY THE DEVELOPER OR MANAGEMENT COMPANY, AS APPLICABLE.
9. SANITARY SEWER AND POTABLE WATER WILL BE CONSTRUCTED TO CITY OF BRADENTON STANDARDS AND PRIVATELY MAINTAINED.
10. SOLID WASTE DISPOSAL WILL BE PROVIDED BY CITY OF BRADENTON BY DUMPSTER PICK-UP.
11. ALL PROPOSED BUILDING FINISHED FLOOR ELEVATIONS ARE TO BE A MINIMUM OF 18" ABOVE THE CROWN OF THE ADJACENT ROADWAY OR IF WITHIN THE 100 YEAR FLOOD PLAIN, A MINIMUM OF ONE FOOT ABOVE THE 100 YEAR FLOOD ELEVATION.
12. SEDIMENTATION AND EROSION CONTROL MEASURES WILL BE IN COMPLIANCE WITH CITY OF BRADENTON STANDARDS. TO PREVENT SEDIMENTARY RUNOFF DURING CONSTRUCTION, SOCKS, STAKED SILT SCREENS OR INLET DEBRIS CONTROL SCREENS ARE TO BE PLACED AT STORM INLETS, OUTFALL LOCATIONS, AND ADJACENT PROPERTY LINES AS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SEDIMENTATION BARRIERS IN A WORKING MANNER FOR THE DURATION OF CONSTRUCTION AND SHOULD BE CHECKED DAILY. SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF OF THE DEPTH OF THE SEDIMENTATION BARRIER SHALL BE IMMEDIATELY REMOVED AND REPLACED IN UPLAND AREAS. IN ADDITION TO SPECIFIED EROSION CONTROL LOCATIONS, THE CONTRACTOR SHALL PERFORM DAILY SITE INSPECTIONS FOR POTENTIAL EROSION PROBLEMS. IF PROBLEMS OCCUR, THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING APPROPRIATE EROSION CONTROL IMMEDIATELY. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING TEMPORARY EROSION CONTROL DEVICES FOLLOWING COMPLETION OF ALL CONSTRUCTION AND FINAL STABILIZATION.



VICINITY MAP

INDEX

- [X] COVER SHEET 01
- [X] AERIAL SITE PLAN 02
- [X] GENERAL NOTES 03
- [X] BOUNDARY AND TOPOGRAPHIC SURVEY 04
- [X] EXISTING CONDITIONS PLANS 05
- [X] DEMOLITION PLANS 06
- [X] BEST MANAGEMENT PRACTICES PLAN 07
- [X] BEST MANAGEMENT PRACTICES DETAILS 08
- [X] FINAL SITE PLAN 09
- [X] DRAINAGE AND GRADING PLAN 10
- [X] CROSS SECTIONS 11
- [X] UTILITY PLAN 12
- [X] DRAINAGE DETAILS 13
- [X] WATER DETAILS 14
- [X] SANITARY DETAILS 15

[X] INCLUDED IN THIS SET

EROSION CONTROL REQUIRED
Per C.O.B. L.D.P. Section 4.1.5.3.c

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PUBLIC WORKS

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201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

PREPARED FOR:
NDC CONSTRUCTION
1001 3RD AVE WEST
BRADENTON, FL 34205

RECEIVED Bradenton APR 05 2023 Engineering

RECEIVED Bradenton MAY 03 2023 Engineering

PROJECT DATA:
THE DISTILLERY
45316

ROBERT LEE HANCHEY, ENGINEERING, ENGINEER No. 87486 STATE OF FLORIDA PROFESSIONAL ENGINEER
4/4/2023

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Mon, 24 Apr 2023 – 10:35am V:\ocad\DISTILLERY (45316)\ENG\SIP\DIS–COV.dwg

AERIAL SITE PLAN
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED	RM
DRAWN	TT
DATE	10/2022
JOB NO.	4531A
SCALE	1"=50'
SHEET	02

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REVISIONS	
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STATE OF FLORIDA
ROBERT LEE MARSHALL
No. 87486
LICENSED
PROFESSIONAL ENGINEER

GRAPHIC SCALE IN FEET
0 25' 50' 100'
1" = 50'

10TH STREET WEST
3RD AVENUE WEST
4TH AVENUE WEST
PROJECT BOUNDARY

GENERAL NOTES

REFERENCED DATA

1. TOPOGRAPHIC SURVEY PERFORMED BY ZNS SURVEYING AND MAPPING. A LICENSED PROFESSIONAL LAND SURVEYOR. DATED APRIL 14, 2022.
2. THE SURVEY INFORMATION CONTAINED HEREIN WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. EXISTING CONTOURS SHOWN REPRESENT INTERPOLATIONS/EXTRAPOLATIONS FROM THE BEST AVAILABLE SURVEY DATA. ALL RISKS RESULTING FROM THE USE OR INTERPRETATION OF THE SURVEY DATA SHOWN SHALL BE BORNE BY THE CONTRACTOR.

GENERAL

3. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS (FDEP. SWFWMD. ETC) OBTAINED FOR THIS PROJECT.
4. ALL PROPOSED CONSTRUCTION SHALL COMPLY WITH THE CITY OF BRADENTON PUBLIC WORKS AND UTILITIES INFRASTRUCTURE SPECIFICATIONS.
5. CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE PROJECT AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
6. THE CONTRACTOR IS ADVISED NOT TO SCALE FROM DRAWINGS BUT TO FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS OF SPECIFIED AND FURNISHED PRODUCTS AND MATERIALS TAKE PRECEDENCE OVER DIMENSIONS INDICATED ON THE DRAWINGS. IF SIGNIFICANT DEVIATIONS OCCUR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO CONSTRUCTION FOR A DETERMINATION AND RESOLUTION.

CONSTRUCTION LAYOUT/LIMITS OF CONSTRUCTION

7. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT. PROOF OF LICENSE SHALL BE SUBMITTED TO THE ENGINEER BEFORE BEGINNING LAYOUT.
8. NO DISTURBANCE SHALL BE ALLOWED OUTSIDE OF THE RIGHT OF WAYS AND/OR THE LIMITS OF CONSTRUCTION SHOWN ON THE DRAWINGS UNLESS APPROVED BY THE OWNER OR SPECIFICALLY NOTED ON THE DRAWINGS.

EXISTING CONDITIONS

9. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC., WHICH ARE WITHIN THE PROJECT AREA. CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, TYPES, AND CONDITIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.
10. PRIOR TO SHOP DRAWING PREPARATION AND SUBMITTAL AND PURCHASE OF RELATED MATERIALS, THE CONTRACTOR SHALL FIELD VERIFY (POT HOLE) EXISTING UTILITIES (LOCATION, SIZE, MATERIALS OF CONSTRUCTION, OUTSIDE DIAMETER, WALL THICKNESS, ROUNDNESS, ELEVATIONS, ETC.) TO WHICH CONNECTION(S) WILL BE MADE. CONTRACTOR SHALL INCLUDE FIELD MEASUREMENTS ON SHOP DRAWINGS.
11. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER IN WRITING IMMEDIATELY IF CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL ACCURATELY RECORD ANY SUCH CONFLICTS ON THE RECORD DRAWINGS.
12. ANY PROPERTY CORNERS, MONUMENTS, OR BENCH MARKS WITHIN THE PROJECT AREA SHALL BE PROTECTED UNLESS OTHERWISE INDICATED FOR DEMOLITION. IF ANY SUCH ITEMS ARE IN DANGER OF DAMAGE OR HAVE BEEN DAMAGED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER IMMEDIATELY AND REPLACE/RESTORE THESE ITEMS AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES TO SELF PERFORM THE WORK OR INCURS RELATED EXPENSES, THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR ALL COSTS ASSOCIATED WITH THE EFFORT.

UTILITY COORDINATION

13. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL EXISTING UTILITIES LOCATED. THE PHONE NUMBER IS 1-800-432-4770 AND THE WEB SITE IS WWW.CALLSUNSHINE.COM. IN INSTANCES WHERE DIGGING OCCURS IN WETLANDS, THE NOTIFICATION PERIOD SHALL BE INCREASED FROM AT LEAST 48 HOURS TO AT LEAST 10 DAYS.
14. FLORIDA LAW (FS 553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC STREETS, ALLEYS, RIGHT-OF-WAYS OR UTILITY EASEMENTS MUST FIRST OBTAIN INFORMATION ON LOCATIONS OF UNDERGROUND GAS PIPELINES.
15. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
16. THE CONTRACTOR IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (EXPOSED OR UNEXPOSED) THAT MAY BE IMPACTED BY HIS WORK.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING POWER/TELEPHONE COMPANIES AND ARRANGING TO HAVE UTILITIES POLES HELD AND/OR GUY WIRES REMOVED AND REPLACED. IF NECESSARY FOR CONSTRUCTION. AT NO ADDITIONAL COST TO THE OWNER.
18. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC WORKS AND UTILITIES INFRASTRUCTURE SPECIFICATIONS.

SAFETY

19. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT.
20. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

RESTORATION

21. ALL PAVING, STABILIZED EARTH, DRIVEWAYS, CURBS, SIDEWALKS, FENCES, SOD, LANDSCAPING, CULVERTS, ETC. DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

ACCESS/MAINTENANCE OF FACILITIES

22. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL EXISTING UTILITIES/FACILITIES AND MAINTAIN UNINTERRUPTED SERVICES THROUGHOUT THE CONTRACT PERIOD.

PIPING NOTES

23. LAY PIPE TO UNIFORM GRADE BETWEEN INDICATED ELEVATION POINTS. CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS.
24. SIZE OF FITTINGS SHOWN ON PLANS SHALL CORRESPOND TO THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE. TYPE OF JOINT AND FITTING MATERIAL SHALL BE AS SPECIFIED FOR THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE.
25. PIPE HANGERS AND SUPPORTS ARE NOT SHOWN UNLESS A SPECIAL TYPE OR CONFIGURATION IS REQUIRED. FINAL SUPPORTS. LOCATIONS, AND TYPES SHALL BE DETERMINED BY THE CONTRACTOR AND INCLUDED IN THE PIPELINE DRAWING SUBMITTALS FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO INSTALLATION. MAXIMUM SPACING SHALL BE AS SPECIFIED.

UTILITY SEPARATION

26. EACH PROPOSED UTILITY SHALL BE LAID TO ACHIEVE THE MINIMUM HORIZONTAL SEPARATION BETWEEN IT AND OTHER UTILITIES IN ACCORDANCE WITH THE TYPICAL UTILITY HORIZONTAL SEPARATION DETAIL AND FDEP REQUIREMENTS.
27. AT LOCATIONS WHERE A PROPOSED UTILITY CROSSES ANOTHER UTILITY, THE PROPOSED UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE TYPICAL UTILITY CONFLICT DETAIL AND FDEP REQUIREMENTS.
28. IN THE EVENT THAT A UTILITY CONFLICT CAN NOT BE RESOLVED BY MAKING A MINOR ROUTE ADJUSTMENT OR BY UTILIZING THE TYPICAL UTILITY CONFLICT DETAIL. THE CONTRACTOR SHALL SUBMIT A RELOCATION PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK. ALL RELOCATIONS EFFORTS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER AND ANY AFFECTED UTILITY COMPANIES.

MAINTENANCE OF TRAFFIC

29. THE CONTRACTOR SHALL REFER TO THE "2010 FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS" FOR FDOT DESIGN INDEXES AND 2010 "FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS SUPPLEMENTS TO THE INFORMATION AND DETAILS PROVIDED IN THESE CONSTRUCTION DRAWINGS.
30. ALL REFERENCED FDOT STANDARD INDEX DRAWINGS CAN BE FOUND AT WWW.DOT.STATE.FL.US/RDDESIGN/DESIGNSTANDARDS/STANDARDS.SHTM.
31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.
32. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT STANDARD INDEX 600 SERIES AND THE TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES THROUGHOUT THE PROJECT. ONE TRAFFIC LANE MUST BE MAINTAINED AT ALL TIMES WITH USE OF FLAGGER. ALL TRAFFIC LANES MUST BE OPEN FOR TRAFFIC AT THE CLOSE OF WORKDAYS. ALL SIGNING, BARRICADES, LIGHTING, AND FLAGGERS SHALL BE INCLUDED IN THE LUMP SUM COST.
33. ALL PAVEMENT MARKINGS SHALL MEET CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. STANDARDS. AND SHALL BE PAINTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION 710.
34. ALL EXISTING SIGNS AND MAILBOXES SHALL BE REMOVED AND REPLACED AS REQUIRED DURING CONSTRUCTION.

PAVING

35. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OF FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
36. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THAT CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
37. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
38. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED. THE CONTRACTOR SHALL SAW CUT A MINIMUM 2' DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
39. IF NEW PAVEMENT MEETS THE EXISTING PAVEMENT. THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2' DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
40. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
41. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.
42. THE NEW SIDEWALK SHALL MATCH THE EXISTING PROJECT COLORING AND PATTERN OF THE EXISTING ADJACENT SIDEWALK.

DESCRIPTION: PARCEL A (O.R.B. 1837, PG. 6996)

THAT PART OF BLOCK C OF SMITH'S ADDITION TO BRADENTON, AS RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY MOST LINE OF RIVERVIEW CENTER, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 14, PAGE 121, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND ITS SOUTHERLY PROLONGATION; SAID EASTERLY LINE ALSO BEING THE EAST LINE OF THE WEST 10.00 FEET OF SAID BLOCK C, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF SAID BLOCK C; THENCE S 89°47'40" W, ALONG THE SOUTH LINE OF SAID BLOCK C, A DISTANCE OF 191.23 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE EASTERLYMOST LINE OF SAID RIVERVIEW CENTER CONDOMINIUM, SAID POINT ALSO BEING THE S.E. CORNER OF THE WEST 10.00 FEET OF SAID BLOCK C; THENCE N 00°06'12" E, A DISTANCE OF 219.67 FEET TO THE N.E. CORNER OF SAID RIVERVIEW CENTER CONDOMINIUM, SAID CORNER ALSO BEING THE N.E. CORNER OF THE WEST 10.00 FEET OF SAID BLOCK C; THENCE N 89°39'01" E, A DISTANCE OF 191.53 FEET TO THE N.E. CORNER OF SAID BLOCK C; THENCE S 00°10'44" W, A DISTANCE OF 220.15 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

WHICH LANDS CONSIST OF TWO PARCELS:

PARCEL 1 DESCRIBED AS: ALL OF LOTS 1, 2, 4, 5, 6 & 8, AND LOT 3, LESS THE WEST 10 FEET, AND THE EAST 30 FEET OF LOT 7, BLOCK C, SMITH'S ADDITION TO BRADENTON, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2 DESCRIBED AS: THE EAST 10 FEET OF THE WEST 20 FEET OF LOT 7, BLOCK C, SMITH'S ADDITION TO BRADENTON, AS RECORDED ON PAGE 135 OF PLAT BOOK 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING ADJACENT THERETO.

CONTAINING 42086 SQ. FT. (0.97 ACRES)

DESCRIPTION: PARCEL B (O.R.B. 1902, PG. 1531)

COMMENCE AT THE SOUTHWEST OF THE LOT 7, BLOCK C. SMITH'S ADDITION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 135 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°45'00"E, ALONG THE SOUTH LINE OF SAID LOT 7, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 10.00 FEET OF SAID LOT 7; THENCE N00°18'25"E, ALONG THE EAST LINE OF SAID WEST 10.00 FEET, A DISTANCE OF 11.95 FEET TO THE MOST EASTERLY CORNER POST OF A FENCE ENCLOSURE SURROUNDING A CONCRETE DUMPSTER PAD, SAID MOST EASTERLY CORNER, POST BEING THE **POINT OF BEGINNING**; THENCE AROUND THE OUTSIDE EXTREMITIES OF SAID FENCE ENCLOSURE, INCLUSIVE OF ALL FENCE AND POSTS, THE FOLLOWING FOUR COURSES AND DISTANCES; N45°06'11"W, 11.10 FEET; S44°53'49W, 10.90 FEET; S45°06'11"E, 11.10 FEET; THENCE N44°53'49"E, 10.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 120 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST OF THE LOT 7, BLOCK C, SMITH'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 135 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°45'00"E, ALONG THE SOUTH LINE OF SAID LOT 7, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 10.00 FEET OF SAID LOT 7; THENCE N00°18'25"E, ALONG THE EAST LINE OF SAID WEST 10.00 FEET, A DISTANCE OF 11.95 FEET; THENCE S44°53'49"W, 10.90 FEET; THENCE N45°06'11"W, 11.10 FEET; THENCE S42°26'19"W, 9.85 FEET; THENCE S00°15'00"E, 4.89 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE WEST; THENCE N89°45'00"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 12.12 FEET TO THE POINT OF BEGINNING.

(UPDATED 2/15/23) UTILITY CONTACT INFORMATION:

ORGANIZATION	UTILITY TYPE(S)	CONTACT AND TITLE	TELEPHONE NUMBER
CHARTER COMMUNICATIONS	CATV	USIC DISPATCH	(800) 778-9140
CITY OF BRADENTON	SEWER, WATER	JIM MCLELLAN	(941) 462-1989
FLORIDA POWER AND LIGHT TRANSMISSION	ELECTRIC	USIC DISPATCH	(800) 778-9140
FRONTIER COMMUNICATIONS	CATV, COMMUNICATION LINES	USIC DISPATCH	(800) 778-9140
MCI	COMMUNICATIONL INES, FIBER	FIELD CONTACTS	(800) 624-9675
CROWN CASTLE NG	FIBER	STAKE CENTER LOCATION DISPATCHER	(801) 364-1063
TECO PEOPLES GAS-SARASOTA	GAS	ASH MCDANIEL	(831) 743-7807
UNITI FIBER LLC	FIBER	SOUTHERN LIGHT EMERGENCY DISPATCH	(877) 652-2321

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
201 9th AVENUE EAST BRADENTON, FL 34208 (941) 748-3505
E-MAIL: ZNSENG@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

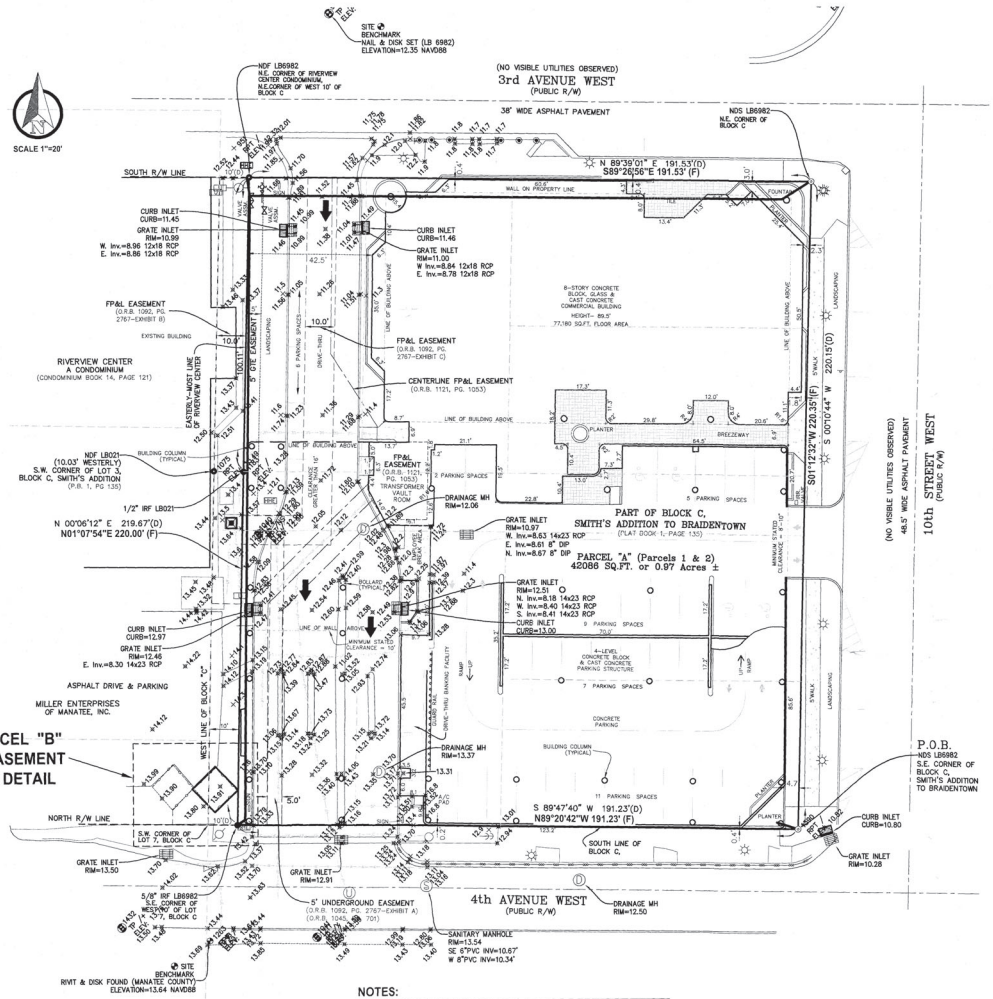
REVISIONS

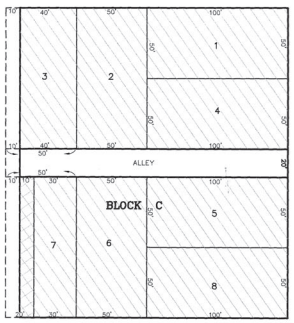
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GENERAL NOTES
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: RJM
DRAWN: IT
DATE: 10/7/2022
JOB NO: 4531.6
SCALE: N/A
SHEET: 01

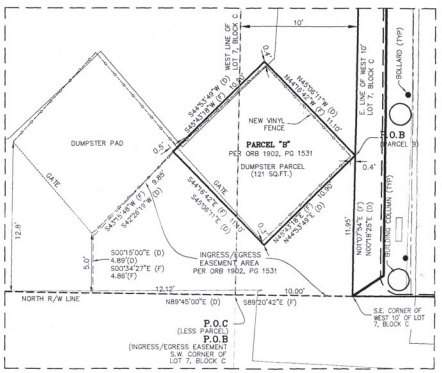
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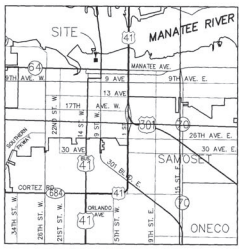


SMITH'S ADDITIONS TO BRADENTON
PLAT BOOK 1, PAGE 135
N.T.S.

PARCEL 1 PARCEL 2



DETAIL OF OFFICIAL RECORDS
BOOK 1902, PG 1531 (PARCEL "B")
SCALE: 1"=5'



LOCATION SKETCH
N.T.S.

DESCRIPTION: PARCEL A (O.R.B. 1837, PG. 6996)

THAT PART OF BLOCK C OF SMITH'S ADDITION TO BRADENTON, AS RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY MOST LINE OF RIVERVIEW CENTER, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 14, PAGE 121, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND ITS SOUTHERLY PROLONGATION; SAID EASTERLY LINE ALSO BEING THE EAST LINE OF THE WEST 10.00 FEET OF SAID BLOCK C, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

WHICH LANDS CONSIST OF TWO PARCELS:

PARCEL 1 DESCRIBED AS: ALL OF LOTS 1, 2, 4, 5, 6 & 8, AND LOT 3, LESS THE WEST 10 FEET, AND THE EAST 30 FEET OF LOT 7, BLOCK C, SMITH'S ADDITION TO BRADENTON, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2 DESCRIBED AS: THE EAST 10 FEET OF THE WEST 20 FEET OF LOT 7, BLOCK C, SMITH'S ADDITION TO BRADENTON, AS RECORDED ON PAGE 135 OF PLAT BOOK 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING ADJACENT THERETO. CONTAINING 42086 SQ. FT. (0.97 ACRES)

DESCRIPTION: PARCEL B (O.R.B. 1902, PG. 1531)

COMMENCE AT THE SOUTHWEST OF THE LOT 7, BLOCK C, SMITH'S ADDITION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 135 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°45'00"E, ALONG THE SOUTH LINE OF SAID LOT 7, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 10.00 FEET OF SAID LOT 7; THENCE N00°18'25"E, ALONG THE EAST LINE OF SAID WEST 10.00 FEET, A DISTANCE OF 11.95 FEET TO THE MOST EASTERLY CORNER POST OF A FENCE ENCLOSURE SURROUNDING A CONCRETE DUMPSTER PAD, SAID MOST EASTERLY CORNER, POST BEING THE POINT OF BEGINNING; THENCE AROUND THE OUTSIDE EXTREMITIES OF SAID FENCE ENCLOSURE, INCLUSIVE OF ALL FENCE AND POSTS, THE FOLLOWING FOUR COURSES AND DISTANCES; N45°06'11"W, 11.10 FEET; S44°53'49"W, 10.90 FEET; S45°06'11"E, 11.10 FEET; THENCE N44°53'49"E, 10.90 FEET TO THE POINT OF BEGINNING.

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NOTES:

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, AS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (2011). CONTROL FOR THIS SURVEY WAS ESTABLISHED USING REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS) OBSERVATIONS WITH CORRECTION SIGNALS PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), VIRTUAL REFERENCE STATION (VRS) DERIVING A BEARING OF S89°26'56"E FOR THE SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE WEST.
2. IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, FOUNDATIONS, SUBSURFACE IMPROVEMENTS AND LANDSCAPE FEATURES, ETC., HAVE NOT BEEN LOCATED EXCEPT AS SHOWN.
3. THE PROPERTY LIES WITHIN FLOOD ZONE "X", BASE FLOOD ELEVATION NOT DETERMINED, AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL No. 12081C0302F DATED 08/10/2021.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE OR TITLE POLICY
5. BEARINGS AND DISTANCES ARE FIELD MEASUREMENTS UNLESS NOTED OTHERWISE.
6. THIS SURVEY IS A GRAPHIC DEPICTION OF THE CURRENT BOUNDARY AND VISIBLE IMPROVEMENTS IN ACCORDANCE WITH THE DESCRIPTION SHOWN HEREON AND MAY NOR REFLECT OWNERSHIP.
7. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREON THAT MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THE UNDERSIGNED HAS NOT PERFORMED AN INDEPENDENT SEARCH FOR ADDITIONAL RECORDS.
8. THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERCEDE ANY SCALED DIMENSIONS; THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
9. "CERTIFICATION" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND THAT IS IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
10. THIS SURVEY REPRESENTS THE BOUNDARY & TOPOGRAPHIC CONDITIONS AS OF THE LAST DATE OF THE FIELD SURVEY ONLY, AND NOT THE SIGNATURE DATE (IF ANY). DATE OF FIELD SURVEY 04/14/2022.
11. INTERIOR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS SHOWN.
12. ZNS ENGINEERING AND THE UNDERSIGNED MAKE NO REPRESENTATIONS OR GUARANTEES PERTAINING TO EASEMENTS, RIGHT-OF-WAY, SET BACK LINES, RESERVATIONS AND AGREEMENTS.
13. ELEVATIONS SHOWN HEREON ARE NAVD88 AND REFER TO FLDEP BENCHMARK 6247 B (PID DL1768) PUBLISHED ELEVATION = 5.00 NAVD88
14. UNDERGROUND UTILITIES SHOW HEREON ARE BASED ON PAINT MARKS MARKED BY OTHERS AND FIELD LOCATED BY ZNS ON 04/14/2022.

LEGEND

⊕	BENCHMARK		BOUNDARY LINE
○	IRON ROD SET (IRS) (LB 6982)		RIGHT-OF-WAY LINE
●	IRON ROD FOUND (IRF)		UNDERGROUND WATERLINE
⊙	NAIL & DISK SET (NDS) (LB 6982)		MISCELLANEOUS UNDERGROUND UTILITY LINE
◉	NAIL & DISK FOUND (NDF)		UNDERGROUND FIBER OPTICS LINE
Ⓓ	DRAINAGE MANHOLE		UNDERGROUND ELECTRIC
Ⓤ	UTILITY MANHOLE		FLOW LINE/EDGE OF WATER
	UTILITY BOX		GUARD RAIL
	ELECTRIC HAND HOLE	R/W	RIGHT-OF-WAY
	UTILITY POLE	INV	INVERT
	LIGHT POLE	(D)	DEED DATA
	TRANSFORMER	(F)	FIELD DATA
	BACK FLOW PREVENTER	NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
	BOLLARD	PID	PARCEL IDENTIFICATION (NUMBER)
	GUY WIRE	LB	LICENSED BUSINESS
	SIGN POST	PSM	PROFESSIONAL SURVEYOR & MAPPER
		LS	LICENSED SURVEYOR
		RCP	REINFORCED CONCRETE PIPE
		DIP	DUCTILE IRON PIPE
		ORB	OFFICIAL RECORDS BOOK
		PG	PAGE NO.

BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

FLORIDA CERTIFICATE No. PSM 6809
DATE: 05-03-2022

BY: _____
KAVIN C. WILMOTH, P.S.M.

IF PRINTED THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED

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REVISION	BY	DATE
ADD SANITARY MANHOLE INFO	KCW	04-14-2023

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
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201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

DRAWN BY DML FIELD BY BURKE JOB NO. 45316 DATE 04-14-2022 SCALE 1:20 SHEET 1 OF 1

T:_2021\45316 The Distillery\Survey\45316 DISTILLERY B&T.dwg

ROBERT LEE MARSHALL
STATE OF FLORIDA
No. 87496
PROFESSIONAL ENGINEER
3/24/23

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000345
201 3th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

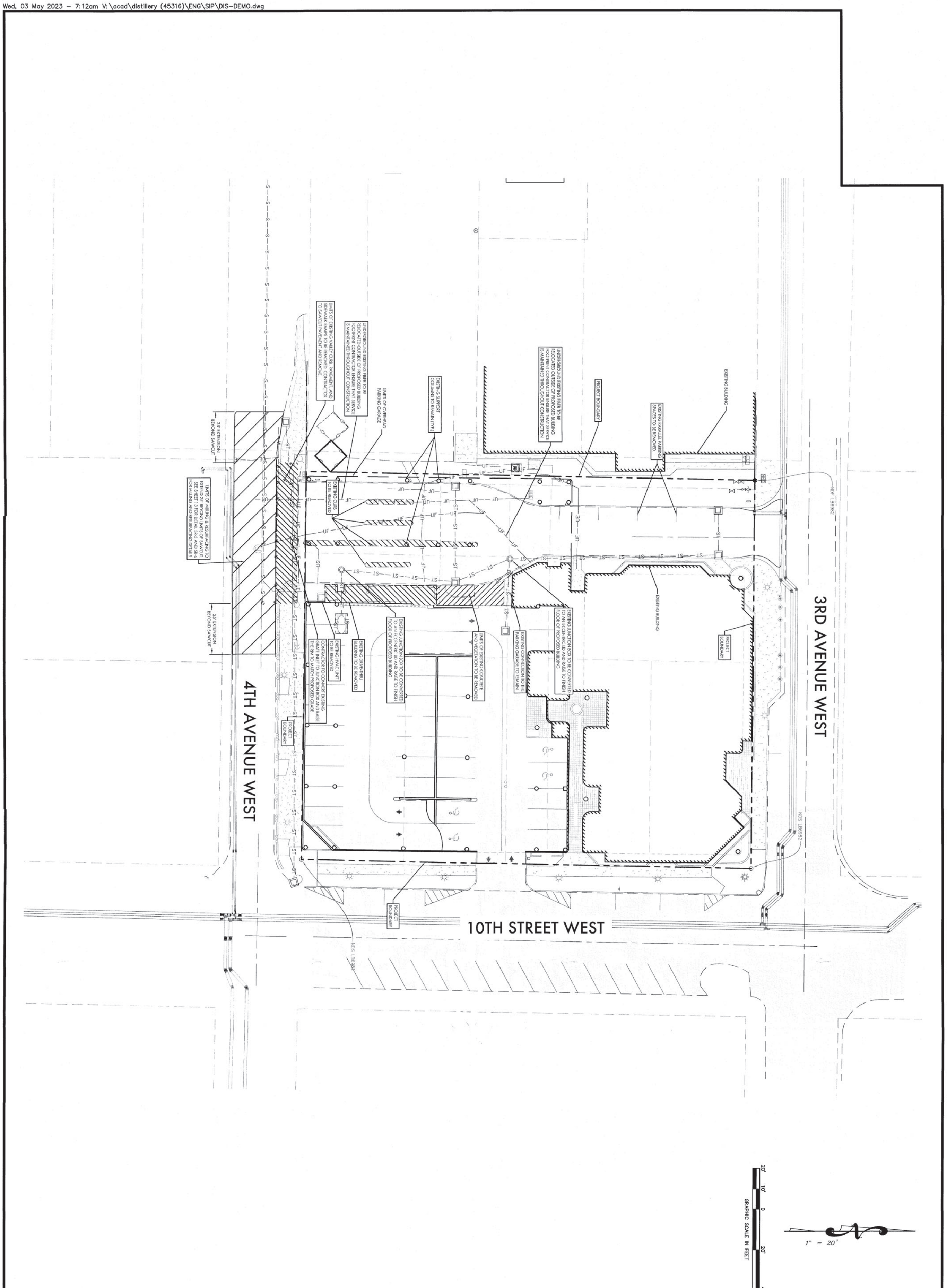
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EXISTING CONDITIONS PLAN
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED	RJM
DRAWN	TT
DATE	10/2022
JOB NO	4531.6
SCALE	1"=20'
SHEET	05

Wed, 03 May 2023 – 7:12am V:\acad\distillery (45316)\ENG\SIP\DIS-DEMO.dwg



DESIGNED	RLM
DRAWN	TT
DATE	10/2022
JOB NO.	45316
SCALE	1"=20'
SHEET	06

DEMOLITION PLANS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

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201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

ROBERT LEE MARSHALL
LICENSE
No. 87486
STATE OF FLORIDA
PROFESSIONAL ENGINEER
4/21/2023

BEST MANAGEMENT PRACTICES PLAN

FOR

DISTILLERY

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST

CITY OF BRADENTON, FLORIDA

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

LB 0007676 LB 0026952 LC 0000345

201 5th AVENUE DRIVE EAST BRADENTON, FL 34208

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REVISIONS

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SHEET 07

DESIGNED BJM

DRAWN JT

DATE 10/2023

JOB NO 4531A

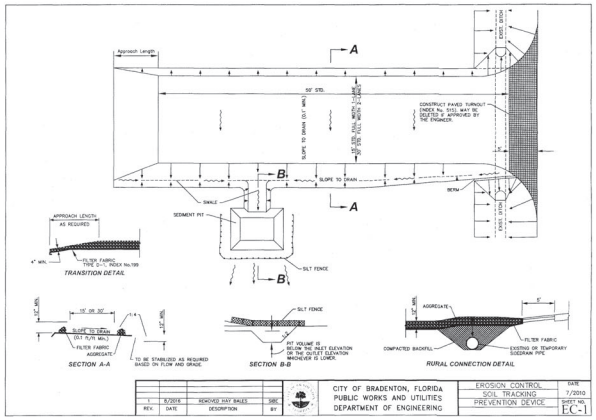
SCALE 1"=20'

LEGEND

SF — SILT FENCE

ROBERT LEE MARSHALL
No. 87488
STATE OF FLORIDA
REGISTERED LANDSCAPE ARCHITECT
ORIGINAL SIGNATURE

Fri, 21 Apr 2023 – 10:24am V:\2022\distillery (4531b)\ENG\SP\DIS-BMP.dwg



REV.	DATE	DESCRIPTION	BY
1	8/2016	REMOVED HAY BALES	SBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

EROSION CONTROL
SOIL TRACKING
PREVENTION DEVICE

DATE 7/2010
SHEET NO. EC-1

NOTES:

1. CONTRACTOR TO INSURE THAT DEWATERING ACTIVITIES DO NOT CAUSE EROSION AND THAT SUMP IS UTILIZED TO ALLOW FOR PARTICLE SEDIMENTATION. IF ANY TURBID DISCHARGES ARE OBSERVED, CONTRACTOR IS TO NOTIFY ENGINEER AND CORRECTIVE ACTIONS WILL BE PRESCRIBED.
2. SEDIMENT SUMPS AND DISCHARGE EROSION CONTROL ARE TO BE IMPLEMENTED BEFORE ANY DEWATERING ACTIVITIES OR EARTHWORK CONSTRUCTION.
   DEWATERING SYSTEMS SHALL BE INSPECTED BY CITY OF BRADENTON DEPARTMENT OF PUBLIC WORKS AND UTILITIES (941-708-6300) PRIOR TO INITIATION OF ANY DEWATERING/OFF-SITE DISCHARGES.
   STORMWATER TREATMENT FACILITIES INCLUDING OUTFALLS PER DETAIL ARE TO BE CONSTRUCTED AFTER SEDIMENT SUMPS.
3. SUMP SIZE BASED UPON MAXIMUM DEWATERING DISCHARGE OF 5 cfs. CONTRACTOR IS TO NOTIFY ENGINEER IF GREATER DISCHARGE IS PROPOSED SO SUMP SIZE CAN BE RECALCULATED PER SWFWMD SECTION 3.2.4.d.
4. DEWATERING WITHDRAWALS ARE TO BE FROM THE TOP OF THE WATER AREAS TO ALLOW FOR THE ADEQUATE SETTLING OF PARTICLES AND INSURE WATER QUALITY.
5. CONTRACTOR IS TO NOTIFY SWFWMD OF ANY MODIFICATIONS PROPOSED BY THE CONTRACTOR TO THE DEWATERING PLAN. CONTRACTOR IS RESPONSIBLE FOR PREPARATION OF ANY REQUIRED PLANS AND PROCESSING OF SAME.
6. DISCHARGE FROM SUMPS SHOULD MAXIMIZE OVERLAND FLOW PRIOR TO ENTERING OUTFALL. CONTRACTOR IS RESPONSIBLE FOR UTILIZING ADEQUATE MEASURES AT DISCHARGE LOCATIONS TO MINIMIZE SILTATION RUNOFF AND PREVENT SCOURING.

   CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND INSPECTIONS FOR COMPLIANCE WITH THE "STORMWATER POLLUTION PREVENTION PLAN" AND THE "FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" DURING CONSTRUCTION. "STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORMS" TO BE USED TO DOCUMENT AND CERTIFY INSPECTIONS. INSPECTIONS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER. THE "STORMWATER POLLUTION PREVENTION PLAN", "STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORMS" AND THE "FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FOR FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" TO BE LOCATED AT THE OFFICE OF THE PROJECT OWNER/OPERATOR.

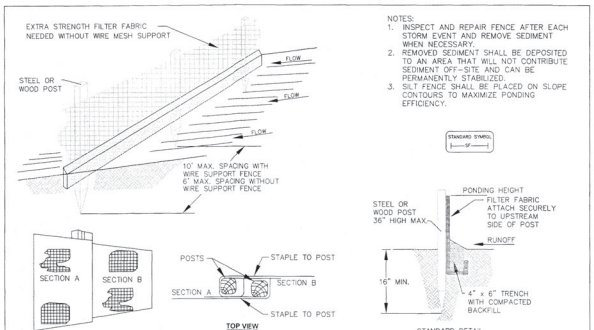
   THE EXPECTED DURATION OF THE DEWATERING PROCESSES IS APPROXIMATELY 90 DAYS, WHICH WILL NOT REQUIRE A WATER USE PERMIT. DEWATERING ACTIVITIES EXCEEDING 120 DAYS SHALL REQUIRE A WATER USE PERMIT.

   SEDIMENT SUMP COMPUTATIONS
   MAX PARTICLE DIAMETER = d = 0.01 cm
   SETTLING VELOCITY = V = 0.023 fps
   FLOW THROUGH VELOCITY = V = 0.53 fps
   ASSUMED DEWATERING DISCHARGE RATE = Q = 5 cfs
   ASSUMED SUMP DEPTH = H = 2 ft
   L = LENGTH OF SUMP
   W = WIDTH OF SUMP

   $L = \frac{H*V_t}{V_s} = \frac{2*0.53}{0.023}$

   $W = \frac{Q}{H*V_t} = \frac{5}{2*0.53}$

   USE SUMP = 30' X 5' X 2'
7. EROSION CONTROL MEASURES SHALL BE IN PLACE AND APPROVED BY THE CITY INSPECTOR PRIOR TO ANY SITE WORK TAKING PLACE. REVISIONS TO THE EROSION CONTROL PLAN, AS REQUIRED BY THE CITY INSPECTOR BASED ON FIELD CONDITIONS, SHALL BE INCLUDED PRIOR TO CITY APPROVAL.



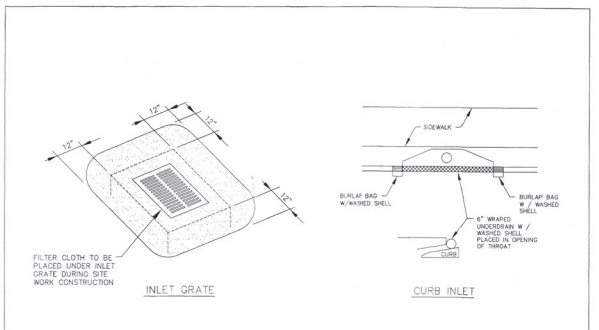
INSTALLING A
FILTER FABRIC SILT FENCE
N.T.S.

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

EROSION CONTROL
SILT FENCE

DATE 12/16
SHEET NO. EC-2



REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTO, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

EROSION CONTROL
CURB INLET
AND INLET GRATE
EROSION CONTROL

DATE 7/2013
SHEET NO. EC-3

LEE MARSHALL ROBERT JOST
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 67496
Robert Jost
PROFESSIONAL ENGINEER
07/21/2023

ZNS ENGINEERING
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2239 MANATEE AVENUE WEST BRADENTON, FL 34205 LC 0000365
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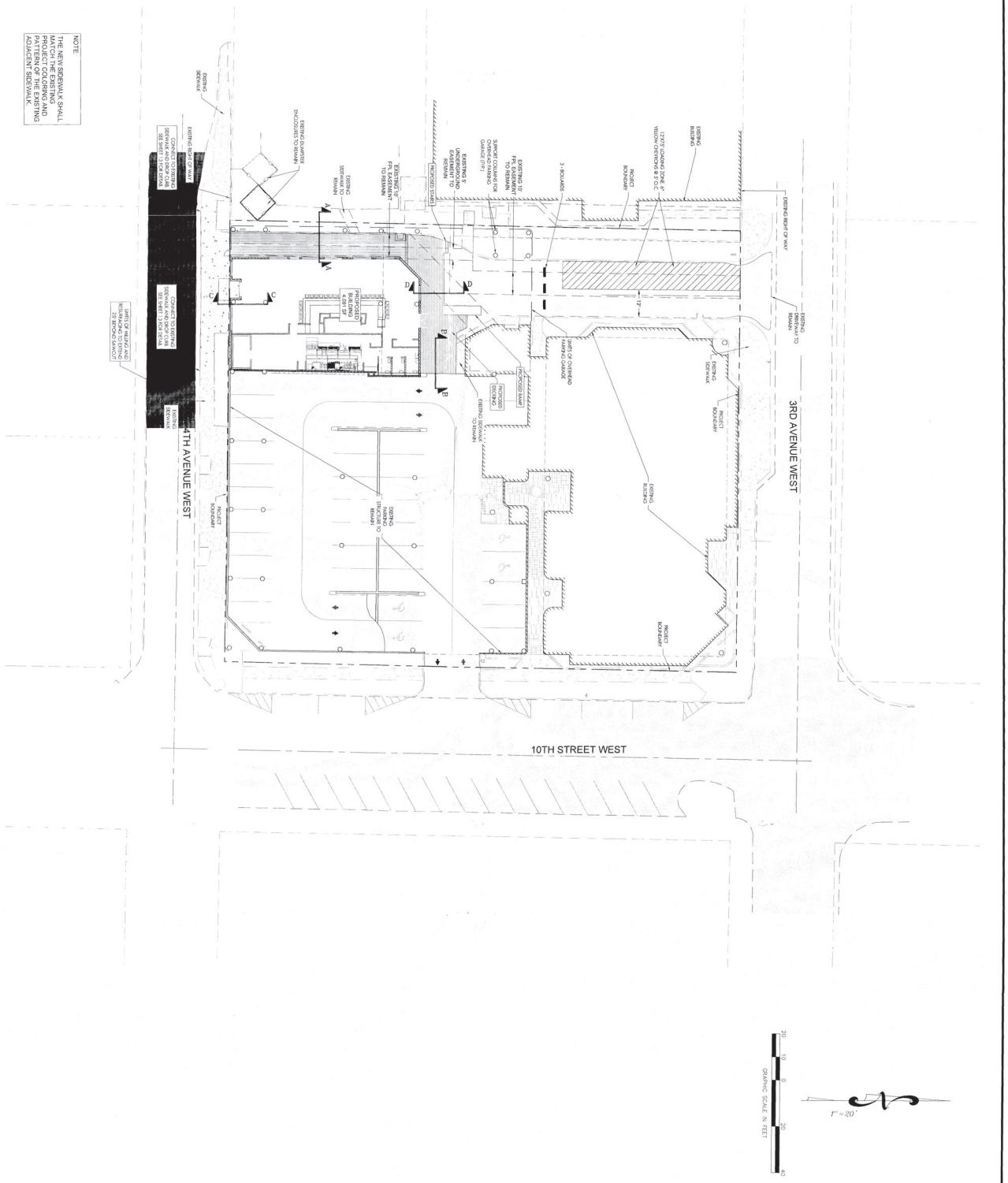
BEST MANAGEMENT PRACTICES DETAILS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: BJA
DRAWN: TT
DATE: 10/2022
JOB NO.: 45316
SCALE: N/A

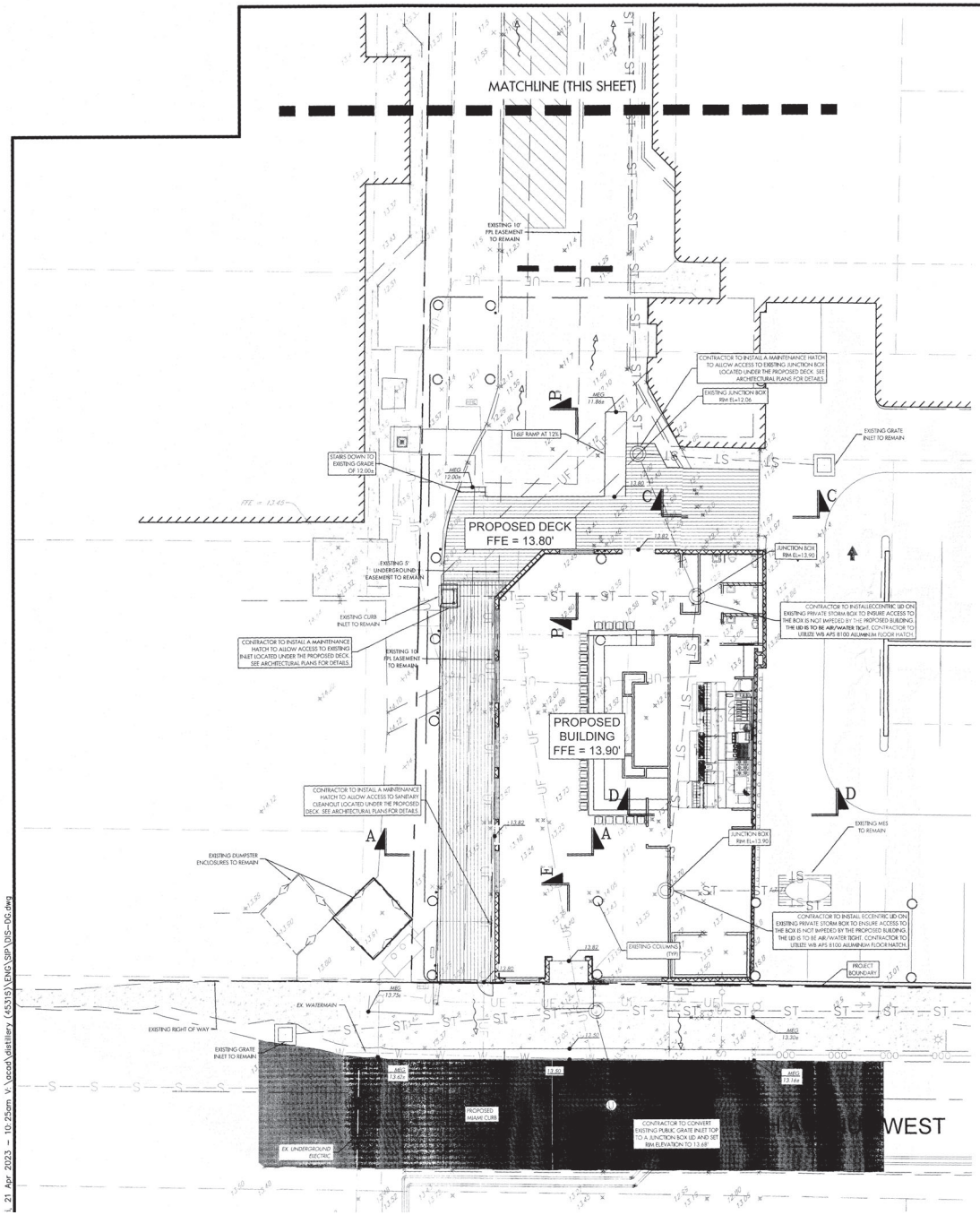
SHEET 08

Fri, 21 Apr, 2023 – 10:24am W:\acad\distillery (45316)\ENG\SWPPP\BMP.dwg

Fri, 21 Apr 2023 – 10:25am V:\acad\distillery (45316)\ENG\SIP\DIS-FSP.dwg

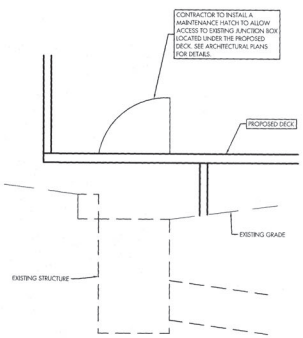


DESIGNED RJM DRAWN TT DATE 10/2022 JOB NO. 45316 SCALE 1"=20' SHEET 09	**FINAL SITE PLAN** FOR **DISTILLERY** LOCATED IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST CITY OF BRADENTON, FLORIDA	© ZNS ENGINEERING, LC THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.	REVISIONS 1 2 3 4 5 6 7	**ZNS ENGINEERING** Land Planning Engineering Surveying Landscape Architecture EB 0027476 LB 0006982 LC 0000365 201 5th AVENUE DRIVE EAST BRADENTON, FL 34208 E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316	ROBERT LEE MARSHALL PROFESSIONAL ENGINEER No. 87466 STATE OF FLORIDA PROFESSIONAL ENGINEER

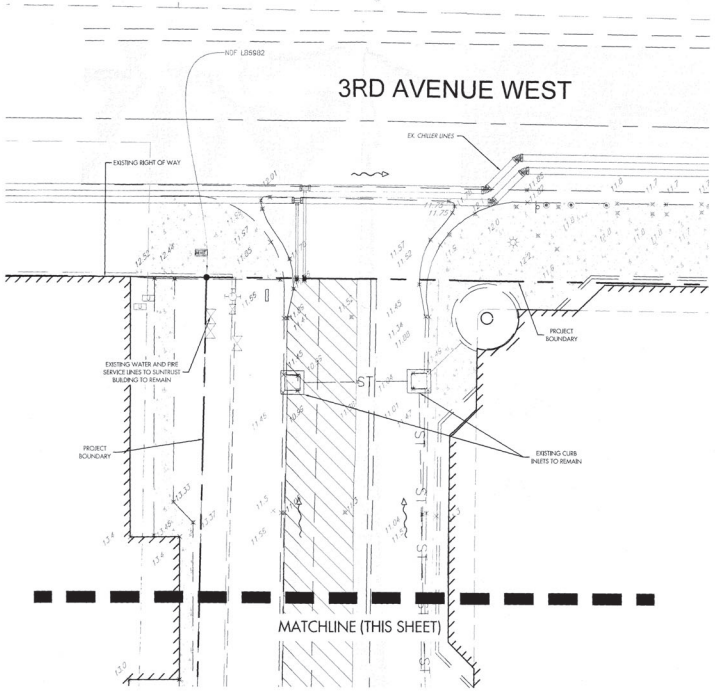




ECCENTRIC LID ON EXISTING STRUCTURE DETAIL (NTS)



DECK ACCESS HATCH DETAIL (NTS)



1" = 10'

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REVISIONS
1 ADDED NOTES FOR ACCESS HATCHES — 5/30/2023 — K. KAPPES, ASSOCIATES

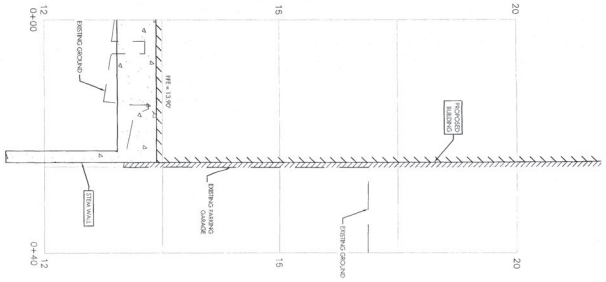
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DRAINAGE AND GRADING PLAN
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

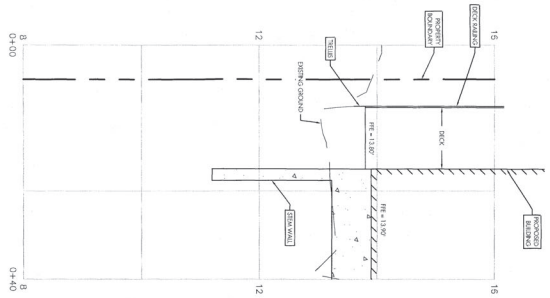
DESIGNED BJD
DRAWN TT
DATE 10/2022
FOR PKD 4551A
SCALE 1" = 10'
SHEET 10

SCOTT LEE MARSHALL
LICENSE NUMBER
No. 87486
STATE OF FLORIDA
PROFESSIONAL ENGINEER

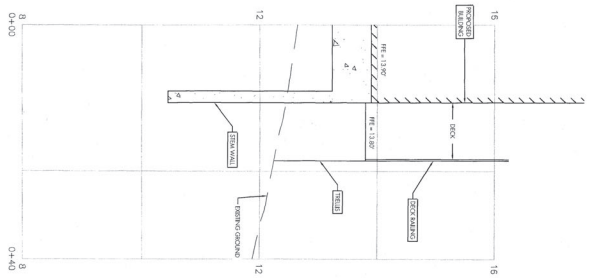
L 21 Apr 2023 – 10:25am V:\acad\distillery (4551S)\ENG\SIP\DIS-06.dwg



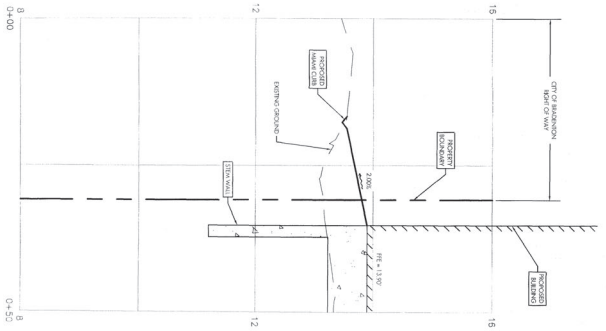
SECTION 'D'
SCALE: H: 1"=10', V: 1"=1'



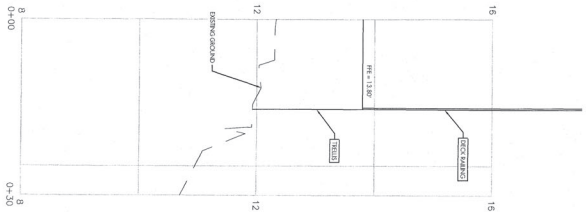
SECTION 'A'
SCALE: H: 1"=10', V: 1"=1'



SECTION 'B'
SCALE: H: 1"=10', V: 1"=1'



SECTION 'E'
SCALE: H: 1"=10', V: 1"=1'



SECTION 'C'
SCALE: H: 1"=10', V: 1"=1'

DESIGNED RJM
DRAWN TF
DATE 10/2022
JOB NO 45316
SCALE 1" = 10'
SHEET 11

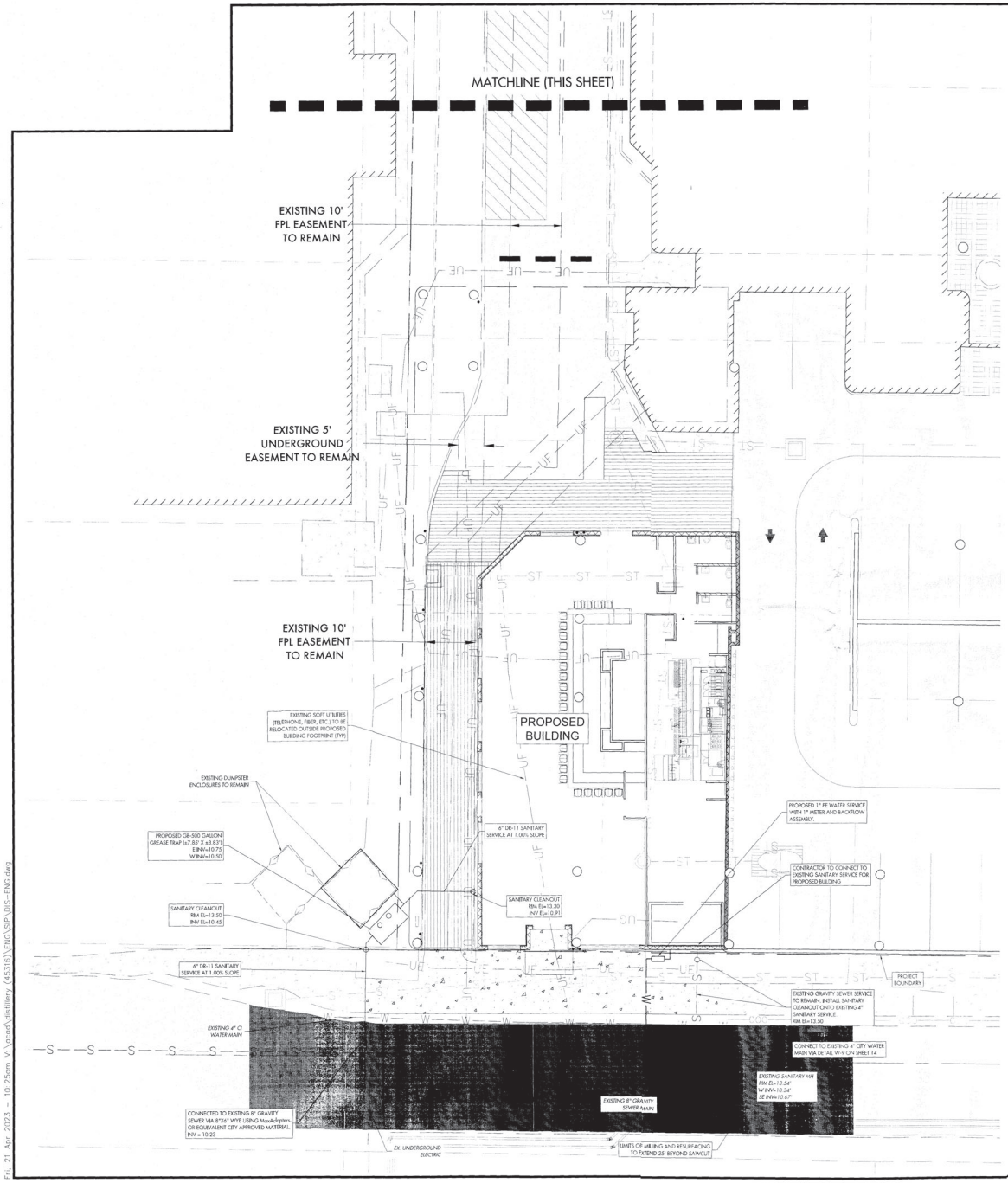
CROSS SECTIONS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

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ROBERT LEE MARSHALL
REGISTERED ENGINEER
No. 87486
STATE OF FLORIDA
04/21/2023
PROFESSIONAL ENGINEER



NOTE:

CONTRACTOR TO FIELD LOCATE ALL EXISTING UTILITIES.

1" = 10'

LEGEND

- SANITARY SEWER SERVICE
- WATER SERVICE
- SANITARY MANHOLE
- EXISTING SANITARY SEWER SERVICE
- EXISTING WATER SERVICE
- EXISTING STORM SEWER
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND FIBER
- EXISTING STORM FWL
- EXISTING SANITARY MANHOLE

LEE MARSHALL TIPPETT No. 87498 STATE OF FLORIDA PROFESSIONAL ENGINEER

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REVISIONS

1. ADDED DETAILS TO SANITARY AND DETAILS TO SANITARY AND SEWER TAP CONNECTION. 9/27/2023
2. ADDED DETAILS TO SANITARY AND SEWER TAP CONNECTION. 9/27/2023
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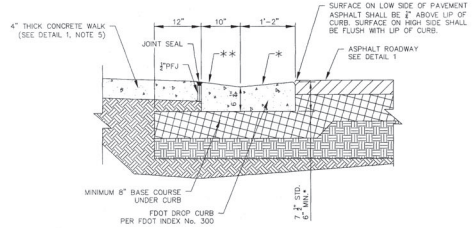
UTILITY PLAN FOR DISTILLERY

LOCATED IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST CITY OF BRADENTON, FLORIDA

DESIGNED: RM TT
DRAWN: TT
DATE: 10/2023
JOB NO.: 45316
SCALE: 1" = 10'
SHEET: 12

Fri, 21 Apr 2023 - 10:25am V:\acad\distillery (45316)\ENG\SIP\DIS-ENG.dwg

202



* 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:

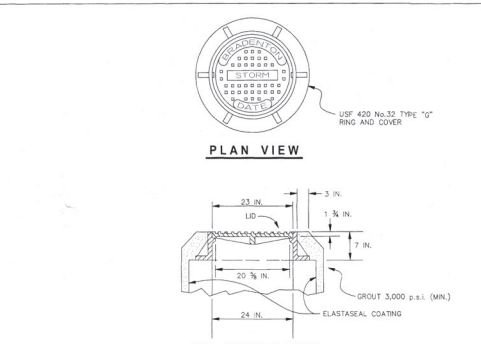
1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS INDEX No. 300.

REV.	DATE	DESCRIPTION	BY
2	JAN. 2017	INCREASED BASE UNDER CURB	SIRE
1	10/2013	BASE UNDER CURB	SIRE
	7/2013	REMOVED TYPE "F" MODIFIED	SIRE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
TYPICAL DROP CURB
CROSS SECTIONS

DATE: 2/07
SHEET NO.: SR-12



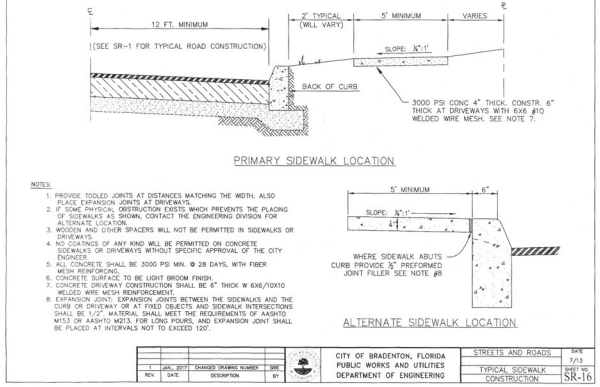
REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

DRAINAGE
TRAFFIC BEARING FRAME AND COVER

DATE: 01/17
SHEET NO.: SR-17

SR-17 NOTE: ANY CITY OWNED INLETS SHALL BE IDENTIFIED AS CITY ON THE COVER AND PRIVATE COVERS WILL NOT INCLUDE CITY OF BRADENTON IDENTIFICATION.

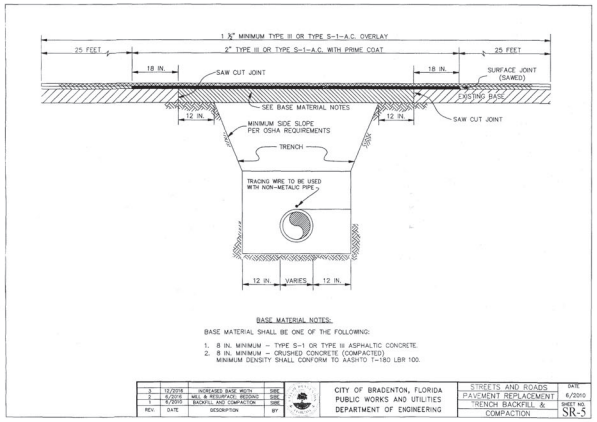


REV.	DATE	DESCRIPTION	BY
1	JAN. 2017	CHANGED DRAWING NUMBER	SIRE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
TYPICAL SIDEWALK CONSTRUCTION

DATE: 7/13
SHEET NO.: SR-16



BASE MATERIAL NOTES:

BASE MATERIAL SHALL BE ONE OF THE FOLLOWING:

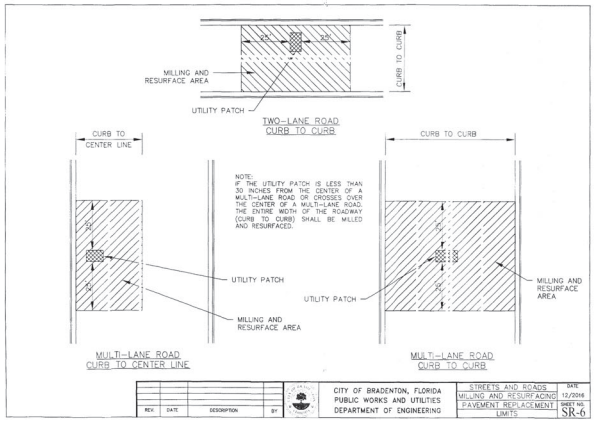
1. 8 IN. MINIMUM – TYPE S-1 OR TYPE III ASPHALTIC CONCRETE.
2. 8 IN. MINIMUM – CRUSHED CONCRETE (COMPACTED) MINIMUM DENSITY SHALL CONFORM TO AASHTO T-180 LBR 100.

REV.	DATE	DESCRIPTION	BY
3	10/2018	INCREASED BASE WIDTH	SIRE
2	6/2016	MILL & RESURFACE, REVISED	SIRE
1	6/2010	BACKFILL AND COMPACTION	SIRE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
PAVEMENT REPLACEMENT
TRENCH BACKFILL & COMPACTION

DATE: 6/2010
SHEET NO.: SR-5



REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
MILLING AND RESURFACING
PAVEMENT REPLACEMENT LIMITS

DATE: 12/2016
SHEET NO.: SR-6

ZNS|ENGINEERING
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DRAINAGE DETAILS
FOR
DISTILLERY
LOCATED IN
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: RM
DRAWN: TT
DATE: 10/2022
JOB NO.: 45315
SCALE: AS NOTED

SHEET 13

ROBERT LEE MARSHALL
STATE OF FLORIDA
LICENSE NO. 67486
PROFESSIONAL ENGINEER

Wed, 03 May 2023 - 7:13am V:\Local\distillery (45315)\ENG\SIP\DIS-DD.dwg

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.

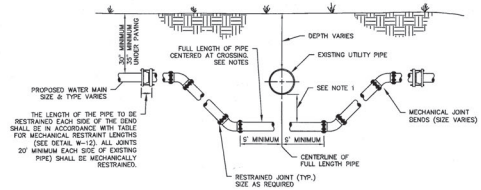
Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

REV	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER MAIN	6/13
SEPARATION CHART	SHEET NO. W-1

VERTICAL SEPARATION REQUIREMENTS UNDER EXISTING UTILITIES

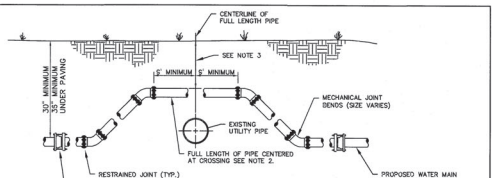


REV	DATE	DESCRIPTION	BY
1	APR. 2021	CHANGED BEARING ANGLE	SBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER MAIN	3/16
VERTICAL SEPARATION UNDER EXIST. UTILITIES	SHEET NO. W-2

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								TEES (SEE NOTE 4)			REDUCERS	
	4"	6"	8"	10"	12"	16"	20"	24"	RUN	BRANCH	LENGTH	SIZE	LENGTH
CONCRETE (DR 51)	22	33	36	45	54	80	70	78	4"	4"	5'-0"	6"x4"	8'
GENERAL (C 900)	5	7	9	11	13	19	16	18	6"	4"	5'-0"	8"x4"	8'
45 BEND	8	12	15	19	23	35	30	33	6"	6"	5'-0"	8"x6"	8'
22 1/2 BEND	4	6	7	9	11	17	14	16	8"	4"	5'-0"	10"x4"	8'
11 1/4 BEND	2	3	4	5	6	8	7	8	8"	6"	5'-0"	10"x6"	8'
VERTICAL OFFSET	1	1	1	1	1	1	1	1	8"	8"	5'-0"	10"x8"	8'
PLUG OR BLANK	5	7	9	11	13	19	16	18	10"	4"	5'-0"	12"x4"	8'
TEE	5	7	9	11	13	19	16	18	10"	6"	5'-0"	12"x6"	8'
VERTICAL OFFSET	1	1	1	1	1	1	1	1	10"	8"	5'-0"	12"x8"	8'
45 BEND (>11.25°)	9	14	17	21	26	39	33	37	10"	10"	5'-0"	12"x10"	8'
VERTICAL OFFSET	2	3	4	5	6	9	8	9	12"	4"	5'-0"	14"x4"	8'
22 1/2 BEND (>11.25°)	4	6	8	10	12	18	15	17	12"	6"	5'-0"	14"x6"	8'
									12"	8"	5'-0"	14"x8"	8'
									12"	10"	5'-0"	14"x10"	8'
									12"	12"	5'-0"	14"x12"	8'
									14"	4"	5'-0"	16"x4"	8'
									14"	6"	5'-0"	16"x6"	8'
									14"	8"	5'-0"	16"x8"	8'
									14"	10"	5'-0"	16"x10"	8'
									14"	12"	5'-0"	16"x12"	8'
									14"	14"	5'-0"	16"x14"	8'
									16"	4"	5'-0"	18"x4"	8'
									16"	6"	5'-0"	18"x6"	8'
									16"	8"	5'-0"	18"x8"	8'
									16"	10"	5'-0"	18"x10"	8'
									16"	12"	5'-0"	18"x12"	8'
									16"	14"	5'-0"	18"x14"	8'
									16"	16"	5'-0"	18"x16"	8'
									18"	4"	5'-0"	20"x4"	8'
									18"	6"	5'-0"	20"x6"	8'
									18"	8"	5'-0"	20"x8"	8'
									18"	10"	5'-0"	20"x10"	8'
									18"	12"	5'-0"	20"x12"	8'
									18"	14"	5'-0"	20"x14"	8'
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									20"	6"	5'-0"	24"x6"	8'
									20"	8"	5'-0"	24"x8"	8'
									20"	10"	5'-0"	24"x10"	8'
									20"	12"	5'-0"	24"x12"	8'
									20"	14"	5'-0"	24"x14"	8'
									20"	16"	5'-0"	24"x16"	8'
									20"	18"	5'-0"	24"x18"	8'
									20"	20"	5'-0"	24"x20"	8'
									24"	4"	5'-0"	30"x4"	8'
									24"	6"	5'-0"	30"x6"	8'
									24"	8"	5'-0"	30"x8"	8'
									24"	10"	5'-0"	30"x10"	8'
									24"	12"	5'-0"	30"x12"	8'
									24"	14"	5'-0"	30"x14"	8'
									24"	16"	5'-0"	30"x16"	8'
									24"	18"	5'-0"	30"x18"	8'
									24"	20"	5'-0"	30"x20"	8'
									24"	24"	5'-0"	30"x24"	8'

NOTES:

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

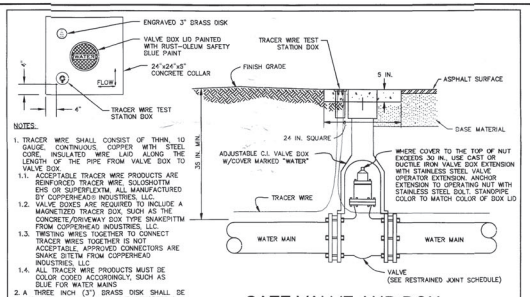
NOTE:
THRUST RESTRAINT AT FITTINGS AND VALVES SHALL BE EDDA IRON MEGALUG RESTTAINERS. THRUST RESTRAINT BETWEEN PIPE JOINTS SHALL BE EDDA IRON SERIES 1500 RESTRAINERS.

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	SHEET NO. W-5



NOTES:
1. TRACER WIRE SHALL CONSIST OF THWN, 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 END 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 SITETM 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 COG.

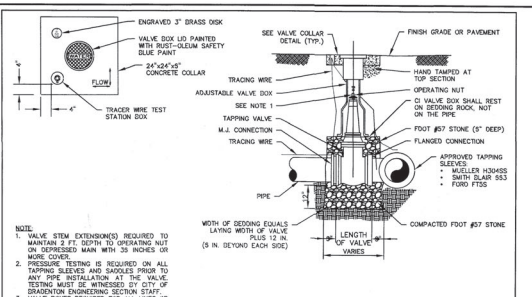
GATE VALVE AND BOX

n.t.s.

REV	DATE	DESCRIPTION	BY
2	12/2021	CHANGED NOTES	SBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
GATE VALVE AND BOX	12/21
	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

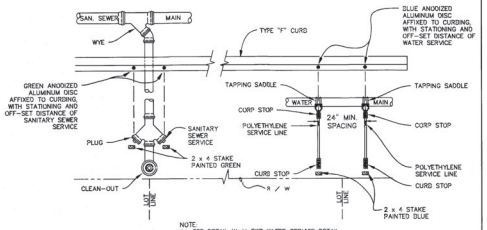
N.T.S.

REV	DATE	DESCRIPTION	BY
3	2/2021	NOTES AND TAPPING SLEEVES	SBE
4	3/2021	ADDITIONAL TAPPING SLEEVES	SBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
TYPICAL WET TAPPING SLEEVE AND VALVE DETAIL	6/21
	SHEET NO. W-8

STREET



NOTE
1. SEE DETAIL W-11 FOR WATER SERVICE DETAIL
2. SEE DETAIL SS-1 FOR SANITARY LATERAL DETAIL

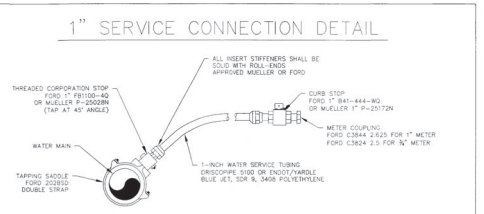
WATER & SANITARY SEWER SERVICES--MISC. DETAILS

REV	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER & SANITARY SERVICE DETAILS	7/21
	SHEET NO. W-10

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 202RSD TAMPING EACOLLY 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	APR. 2021	CHANGED ALLOWABLE PIPING	SBE
3	10/2021	BOTTOM TAPPING SADDLE & CURB STOP	SBE

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

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027676 LB 0006992 LC 0000365
201 36 AVENUE DRIVE EAST BRADENTON FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

REVISIONS

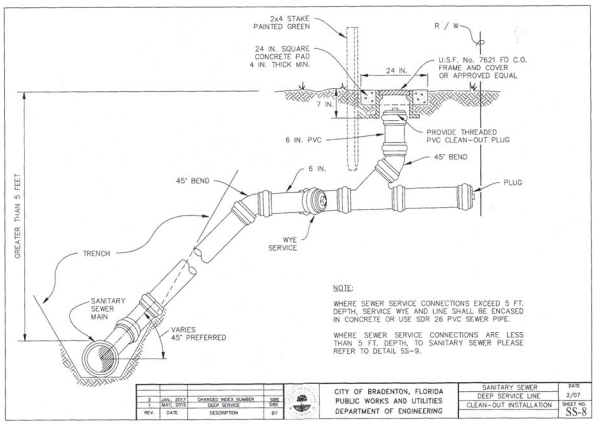
1	2	3	4	5	6	7

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WATER DETAILS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED	JDG
DRAWN	JDG
CHECKED	TJP
DATE	10/2021
JOB NO.	4331A
SCALE	AS NOTED
SHEET	14

Fri, 21 Apr 2023 - 10:25am V:\acad\distillery (4331A)\ENG\SPY\DIS-WD.dwg



NOTE:

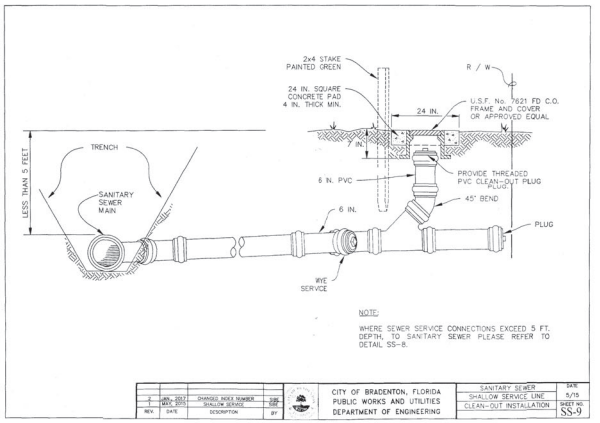
WHERE SEWER SERVICE CONNECTIONS EXCEED 5 FT. DEPTH, SERVICE WYE AND LINE SHALL BE ENCASED IN CONCRETE OR USE SDR 26 PVC SEWER PIPE.

WHERE SEWER SERVICE CONNECTIONS ARE LESS THAN 5 FT. DEPTH, TO SANITARY SEWER PLEASE REFER TO DETAIL SS-9.

REV	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SBR
1	MAY, 2015	DEEP SERVICE	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE
DEEP SERVICE LINE	2/07
CLEAN-OUT INSTALLATION	SHEET NO. SS-8



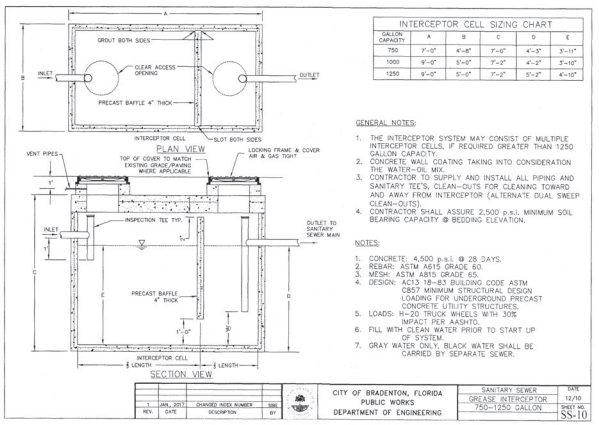
NOTE:

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	SBR
1	MAY, 2015	SHALLOW SERVICE	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE
SHALLOW SERVICE LINE	5/15
CLEAN-OUT INSTALLATION	SHEET NO. SS-9



INTERCEPTOR CELL SIZING CHART					
GALLON CAPACITY	A	B	C	D	E
750	7'-0"	4'-8"	7'-0"	4'-3"	5'-11"
1000	9'-0"	5'-0"	7'-2"	4'-2"	7'-10"
1250	9'-0"	5'-0"	7'-2"	5'-2"	6'-10"

GENERAL NOTES:

1. THE INTERCEPTOR SYSTEM MAY CONSIST OF MULTIPLE INTERCEPTOR CELLS, IF REQUIRED GREATER THAN 1250 GALLON CAPACITY.
2. CONCRETE WALL COATING TAKING INTO CONSIDERATION THE WATER-OIL MIX.
3. CONTRACTOR TO SUPPLY AND INSTALL ALL PIPING AND SANITARY TEE'S, CLEAN-OUTS FOR CLEANING TOWARD AND AWAY FROM INTERCEPTOR (ALTERNATE DUAL SWEEP CLEAN-OUTS).
4. CONTRACTOR SHALL ASSURE 2,500 p.s.i. MINIMUM SOIL BEARING CAPACITY @ BEDDING ELEVATION.

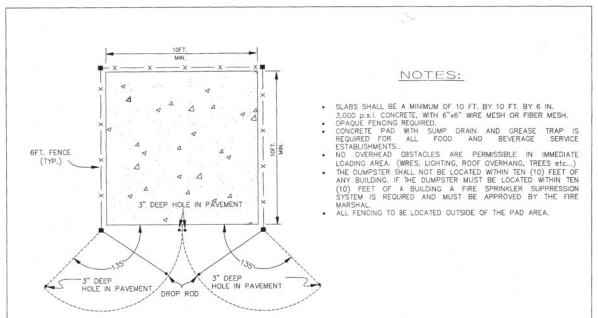
NOTES:

1. CONCRETE: 4,500 p.s.i. @ 28 DAYS.
2. REBAR: ASTM A615 GRADE 60.
3. MESH: ASTM A815 GRADE 65.
4. DESIGN: AC13 18-83 BUILDING CODE ASTM C857 MINIMUM STRUCTURAL DESIGN LOADING FOR UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES.
5. LOADS: H-20 TRUCK WHEELS WITH 30# IMPACT PER AASHTO.
6. FILL WITH CLEAN WATER PRIOR TO START UP OF SYSTEM.
7. GRAY WATER ONLY, BLACK WATER SHALL BE CARRIED BY SEPARATE SEWER.

REV	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED INDEX NUMBER	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE
GREASE INTERCEPTOR	12/10
750-1250 GALLON	SHEET NO. SS-10



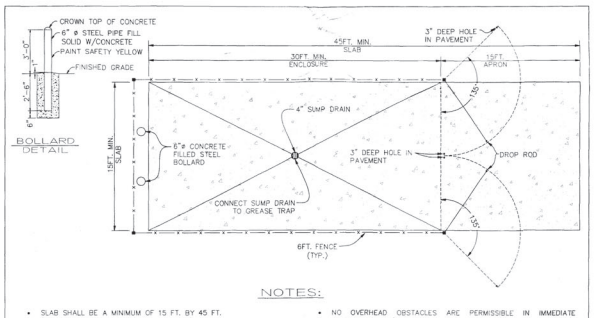
NOTES:

- SLABS SHALL BE A MINIMUM OF 10 FT. BY 10 FT. BY 6 IN. 3,000 p.s.i. CONCRETE, WITH 6"x6" WIRE MESH OR FIBER MESH.
- OPAQUE FENCING REQUIRED.
- CONCRETE PAD WITH SUMP DRAIN AND GREASE TRAP IS REQUIRED FOR ALL FOOD AND BEVERAGE SERVICE ESTABLISHMENTS.
- NO OVERHEAD OBSTACLES ARE PERMISSIBLE IN IMMEDIATE LOADING AREA. (WIRES, LIGHTING, ROOF OVERHANG, TREES etc...)
- THE DUMPSTER SHALL NOT BE LOCATED WITHIN TEN (10) FEET OF ANY BUILDING. IF THE DUMPSTER MUST BE LOCATED WITHIN TEN (10) FEET OF A BUILDING A FIRE SPRINKLER SUPPRESSION SYSTEM IS REQUIRED AND MUST BE APPROVED BY THE FIRE MARSHAL.
- ALL FENCING TO BE LOCATED OUTSIDE OF THE PAD AREA.

REV	DATE	DESCRIPTION	BY
2	JULY, 2014	HOLE DEPTH,NOTE REMOVED	KBC
1	AUG. 2011	ADDED 10' SEPARATION NOTE	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
DUMPSTER PAD FOR FRONT LOADING DUMPSTER WITH 6 FOOT FENCE	2/07
	SHEET NO. SW-1



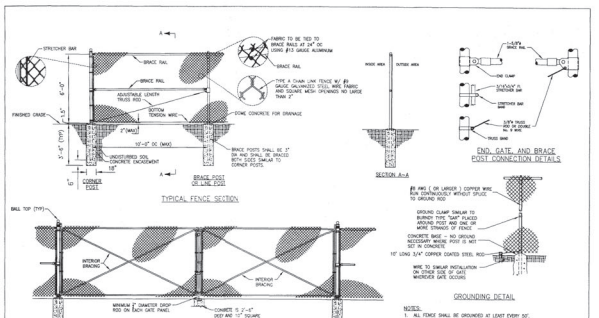
NOTES:

- SLAB SHALL BE A MINIMUM OF 15 FT. BY 45 FT. (30 FT. ENCLOSURE PLUS 15 FT. APRON) BY 6 IN. 3,000 p.s.i. CONCRETE, WITH 6"x6" WIRE MESH OR FIBER MESH.
- OPAQUE FENCING REQUIRED.
- CONCRETE PAD WITH SUMP DRAIN AND GREASE TRAP IS REQUIRED FOR ALL FOOD AND BEVERAGE SERVICE ESTABLISHMENTS.
- NO OVERHEAD OBSTACLES ARE PERMISSIBLE IN IMMEDIATE LOADING AREA. (WIRES, LIGHTING, ROOF OVERHANG, TREES etc...)
- THE DUMPSTER SHALL NOT BE LOCATED WITHIN TEN (10) FEET OF ANY BUILDING. IF THE DUMPSTER MUST BE LOCATED WITHIN TEN (10) FEET OF A BUILDING A FIRE SPRINKLER SUPPRESSION SYSTEM IS REQUIRED AND MUST BE APPROVED BY THE FIRE MARSHAL.
- ALL FENCING TO BE LOCATED OUTSIDE OF THE PAD AREA.

REV	DATE	DESCRIPTION	BY
2	07/2016	EXTENDED APRON	SBR
1	JAN/2016	ADDED APRON TO SLAB	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
FOOD AND BEVERAGE ROLL-OFF DUMPSTER OR COMPACTOR PAD	09/14
	SHEET NO. SW-3A



NOTES:

1. ALL FENCE SHALL BE GROUNDED AT LEAST EVERY 50'.
2. EVERY FENCE SHALL HAVE AT LEAST ONE GROUND.
3. GROUND SHALL BE INSTALLED AT EVERY POINT WHERE POWER LINE OF 600 VOLTS OR LESS CROSSES FENCE AND 4th ADDITIONAL GROUND THAT EACH SIDE OF THAT POINT.
4. GROUND WIRE SHOULD BE TIES TO FENCE POST AT 3' INTERVALS.
5. GROUND RODS AT GATE OR GATE POSTS NEED NOT BE INSTALLED WHERE EXISTING PIPING OR BUILDING TRACES WOULD MAKE INSTALLATION IMPRACTICAL.
6. WHEELS ARE REQUIRED ON GATE PANELS LONGER THAN 5 FEET.

REV	DATE	DESCRIPTION	BY
1	07/2016	ADDED NOTE 7	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
TYPICAL FENCE INSTALLATION	6/14
	SHEET NO. SW-5

LEE MARSHALL ROBERT
LICENSE No. 79786
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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Land Planning Engineering Surveying Landscape Architecture
EB 0027479 LB 0006982 IC 0000563
301 3rd AVENUE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8808 FAX 941.748.3316

REVISIONS

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SANITARY DETAILS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: BJH
DRAWN: TT
DATE: 10/2017
JOB NO.: 45316
SCALE: AS NOTED
SHEET: 13

Fri, 21 Apr 2023 – 10:26am V:\ocad\distillery (45316)\ENG\SIP\DIS-SD.dwg

205

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
May 22, 2024

Staff Report

Case Number:	SU.24.0894
Res. Number:	24-28
Applicants:	Margaret Tusing; ZNS Engineering L.C. (agent) Michael Krail; GL Distillery, BRA, LLC (agent)
Address:	1008 4th Avenue West
Parcel ID:	3291400004
Current Zoning:	T6 (Urban Core – Transect District)
Future Land Use:	URBCORE (Urban Core)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning:	North: T6 (Urban Core – Transect District) South: T6 (Urban Core – Transect District) East: T6 (Urban Core – Transect District) West: T5 (Urban Center – Transect District)
Future Land Use:	North: URBCORE (Urban Core) South: URBCORE (Urban Core) East: URBCORE (Urban Core) West: URBCORE (Urban Core)

Margaret Tusing of ZNS Engineering, L.C. and Michael Krail of GL Distillery, BRA, LLC, both agents have submitted a Special Use application requesting approval to allow onsite distilling and brewing at property located at 1008 4th Avenue West, otherwise known as the future location of Good Liquid Distillery and Taproom Downtown.

According to the submitted application materials, Good Liquids' business model is to produce craft beer and spirits with the offering of modern American food. The taproom will only serve beer and spirits produced by Good Liquid, but in order to operate the business under this model, two business licenses are required and those being a CMB and DD.

- CMB – Brewer's manufacturing license which allows the production of beer. Customers can purchase Good Liquid beer by the pint, packaged, or in kegs to go.
- DD – Distiller's license which allows for the production of spirits. Customers can purchase Good Liquid spirits or craft cocktails or purchase spirits by the bottle to go.

The subject property is located in the T6 Urban Core Transect Zoning District, which is within the city's Form Based Code Area. In review of the Form Based Code, the proposed uses (distillery and brewery) don't appear to fall into any specific use category; therefore, per Section 4.7.3.e of the Form Based Code, when a use cannot be clearly placed into a use category, and it is not prohibited, the PCD Director may allow an applicant to seek approval through a Special Use application.

> *"4.7.3 Classifications of Uses*
> *e. Unlisted Uses. When a use cannot be clearly placed into a category, and it is not prohibited by the FBC, LUR, or Comprehensive Plan' the PCD Director may allow an applicant to seek approval through a Special Use application."*

Commission/Council reviews and approvals were not previously required for the Good Liquid use as the use is classified as a restaurant, which is permitted in the T6 zoning district. Now with plans for small batch distilling/brewing to occur onsite, approval for said additional uses is required.

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

In reference to the small batch brewing/distilling component of the business, the submitted application materials state that that facility will have a 50 liter Still, which is the equivalent of thirty (30) 750 mL bottles, and a 45-gallon brew system.



Examples of 750 mL bottles (source Google)

Submitted and approved building plans show a 61-sq. ft. Still Room located in the bar area. It should be noted that when the plans were approved for the identified

Still Room, they were approved with the understanding that distilling/brewing would not be occurring onsite. Should the subject request be approved, the subject unit, including the Still Room, will need to be brought up to building and fire code standards to accommodate the distilling/brewing operation.

PCD staff had both the Building Department and Fire Department review the proposed request in order to ensure that proper safety measures were being considered with the addition of onsite distilling/brewing. Stipulations were provided by the said Departments and those stipulations are part of the staff recommendation found at the end of this report.

FORM BASED CODE REGULATIONS:

4.7.3.e Classifications of Uses: Unlisted Uses. When a use cannot be clearly placed into a category, and it is not prohibited by the FBC, LUR, or Comprehensive Plan' the PCD Director may allow an applicant to seek approval through a Special Use application.

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

> 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
>
> 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
>
> 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

> 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: Due to the planned size of the operation, it appears that the proposed use is suitable for the subject location.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: The proposed use will be occupying open and underutilized space that is currently being enclosed. All plan approvals for the building enclosure have been completed, including the Site Improvement Plan (SIP).

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: Requirement cannot be met due to the existing built environment.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new ingress and egress is proposed to the property as off-street parking will be located in the parking garage adjacent to the NDC Center. In addition, all loading areas have been approved as part of the SIP plan review. Said SIP approval was completed on 05/08/2023.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: No changes are planned for the off-street parking and loading areas. Off-street parking will be located in the parking garage adjacent to the NDC Center. In addition, all loading areas have been

approved as part of the SIP plan review. Said SIP approval was completed on 05/08/2023.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: No changes are proposed related to the refuse service areas. According to the approved SIP plan from 05/08/2023, the refuse service area meets city standards.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: No changes are proposed related to utilities. According to the approved SIP plan from 05/08/2023, the utilities meet city standards.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: The subject property is built out and meets all zoning regulations pertaining to setbacks and screening per the Form Based Code.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: It appears that the proposed special use request will not impact previous signage plan approvals.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: The proposed use of the property as a restaurant and brewery/distillery appears to meet the intent of the Future Land Use component of the Comprehensive Plan, which states that the URBCORE is a hub for economic development and civic uses. It continues on to state that commercial and restaurants are desired uses in creating a mixed-use urban core hub.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the land and/or building being used for the proposed use are adequate to accommodate and meet the intent of the Future Land Use component of the Comprehensive Plan.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: It appears that the proposed use is generally compatible and appropriate to adjacent properties in the district. The subject property is located one block east of 12th Street West (Old Main Street), which is an entertainment hub of restaurants, bars, pubs and galleries.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed use of a brewery/distillery is consistent with the Comprehensive Plan.

** Please see the application materials for the applicant's response to the Review Criteria.

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval of Resolution 24-28; Case SU.24.0894, with the following conditions.**

1. Onsite distilling equipment shall not produce batches in excess of 6-gallons or the equivalent of thirty (30) 750 mL bottles.
2. Onsite brewing equipment shall not produce batches in excess of 45-gallons.
3. Fire sprinkler system shall be designed for the storage of flammable liquids.
4. Still Room shall be upgraded to meet fire ratings.
5. Ventilation shall be upgraded to meet codes for flammable operations.
6. Any expansion and/or increase in production of onsite distilling/brewing shall require Special Use approval prior to commencement of said expansion and/or increase.

Planning Commission met on April 17, 2024, and recommended **Approval** of Resolution 24-28, Case SU.24.0894 with the aforementioned conditions (vote 5-0).

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: Approved Use Floorplan

Exhibit "A"


CITY CENTRE PARKING GARAGE
3RD AVE W
Old Main Street
NDC Center
4TH AVE W
(OLD MAIN STREET)
SUBJECT PARCEL
MANATEE COUNTY PROPERTY APPRAISER
41
15TH ST W
12TH ST W
10TH ST W
9TH ST W
MANATEE COUNTY ADMINISTRATION
Nine20 Apartments
64
MANATEE AVE W
Bradenton
N
W
E
S
SU.24.0894 Distillery-Brew Pub
owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004
CITY OF BRADENTON FLORIDA
Location
0 30 60 90
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Exhibit "B"

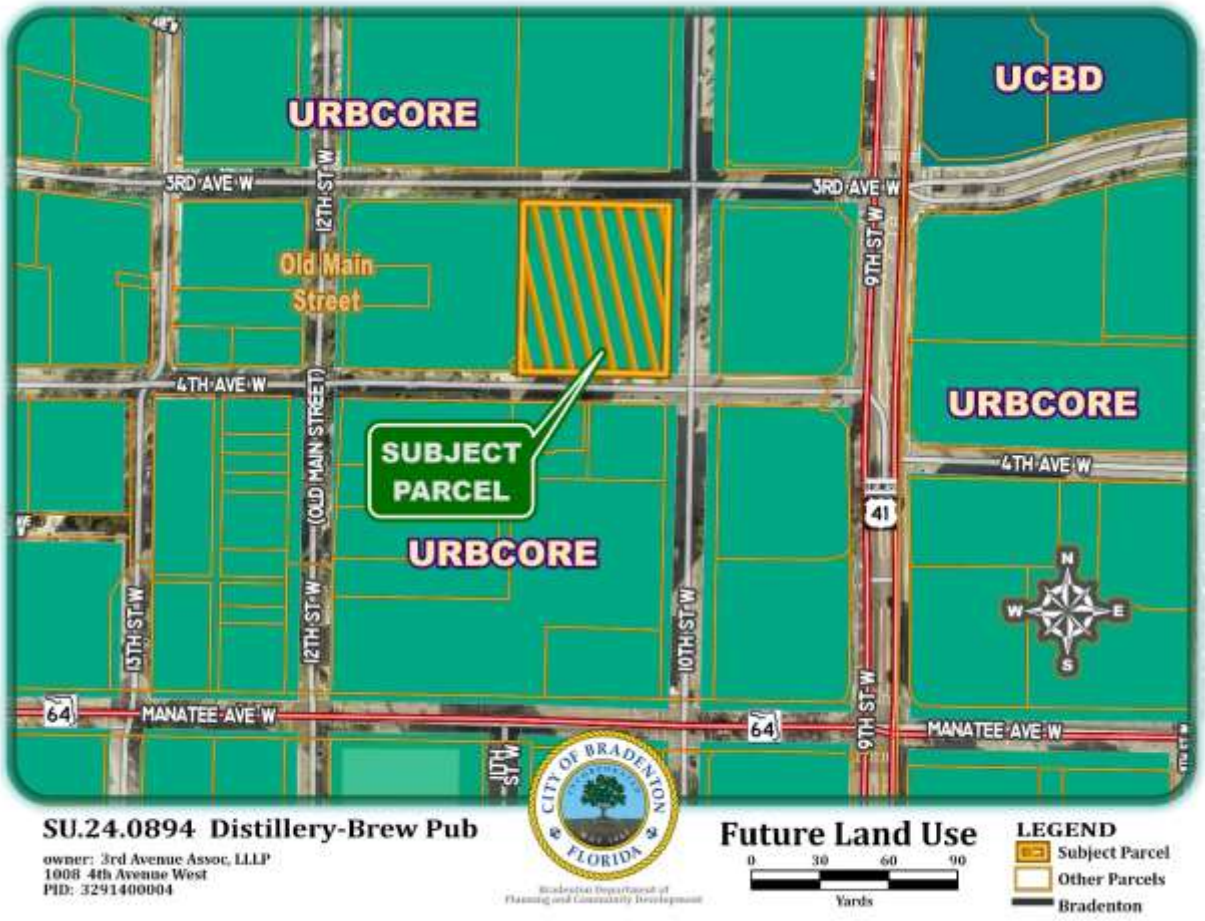
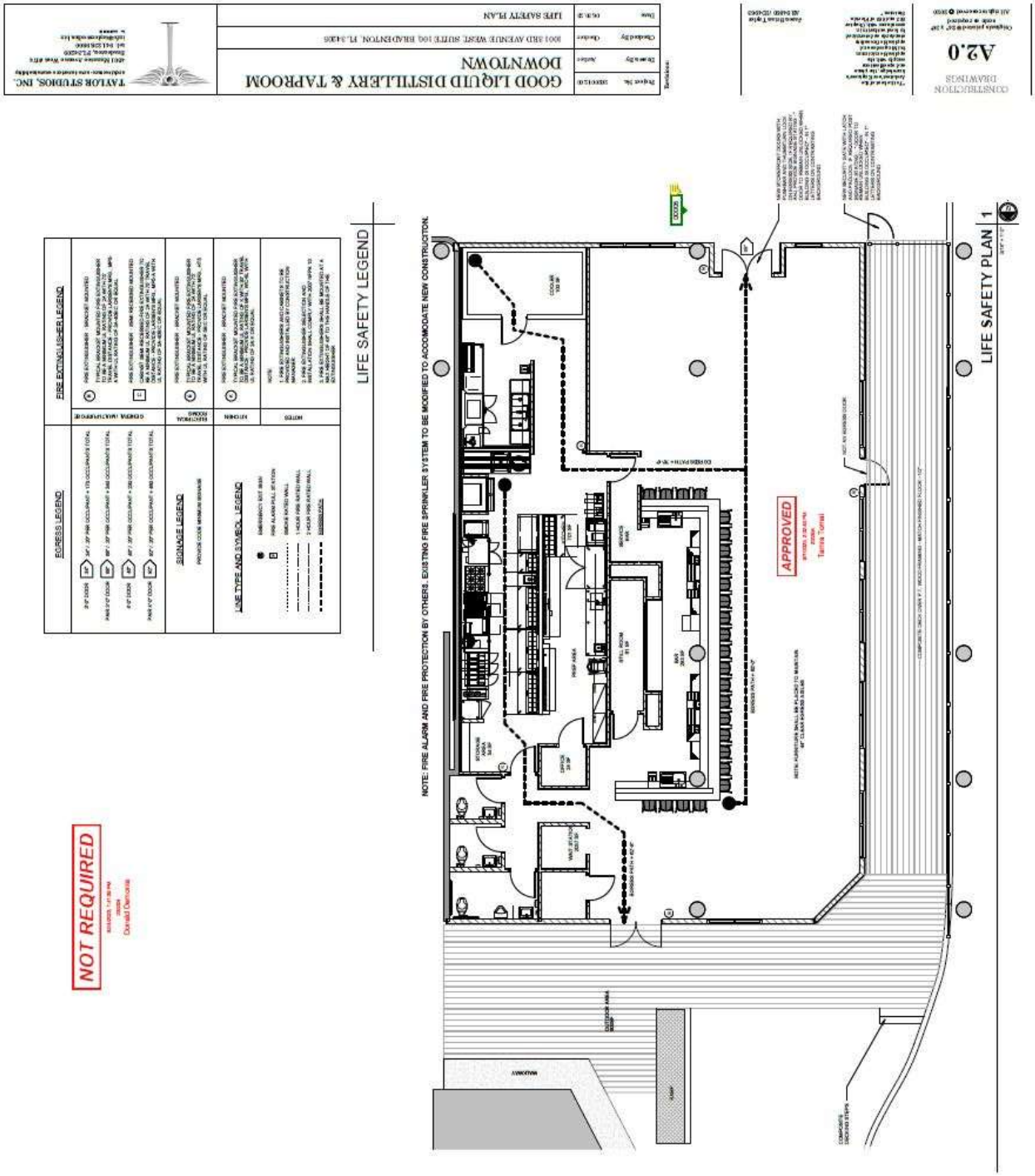

URBCORE
UCBD
3RD AVE W
12TH ST W
9TH ST W
Old Main Street
4TH AVE W
SUBJECT PARCEL
(OLD MAIN STREET)
URBCORE
URBCORE
4TH AVE W
41
15TH ST W
12TH ST W
10TH ST W
9TH ST W
64
MANATEE AVE W
64
MANATEE AVE W
N
W
E
S
SU.24.0894 Distillery-Brew Pub
owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004
CITY OF BRADENTON FLORIDA
Future Land Use
0 30 60 90
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Exhibit "C"


T6
T5
3RD AVE W
Old Main Street
T5
9TH ST W
3RD AVE W
T6
4TH AVE W
SUBJECT PARCEL
T6
(OLD MAIN STREET)
4TH AVE W
41
T5
15TH ST W
12TH ST W
10TH ST W
N
W
E
S
T6
64
MANATEE AVE W
64
9TH ST W
MANATEE AVE W
SU.24.0894 Distillery-Brew Pub
owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004
CITY OF BRADENTON FLORIDA
Zoning
0 30 60 90
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Exhibit "D"


LIFE SAFETY PLAN
LIFE SAFETY LEGEND
FIRE EXTINGUISHER LEGEND
EGRESS LEGEND
SIGNAGE LEGEND
USE TYPE AND SYMBOL LEGEND
NOTE: FIRE ALARM AND FIRE PROTECTION BY OTHERS. EXISTING FIRE SPRINKLER SYSTEM TO BE MODIFIED TO ACCOMODATE NEW CONSTRUCTION
APPROVED
NOT REQUIRED
GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN
A2.0

City Council
May 22, 2024

Resolution: 24-28
Case: SU.24.0894

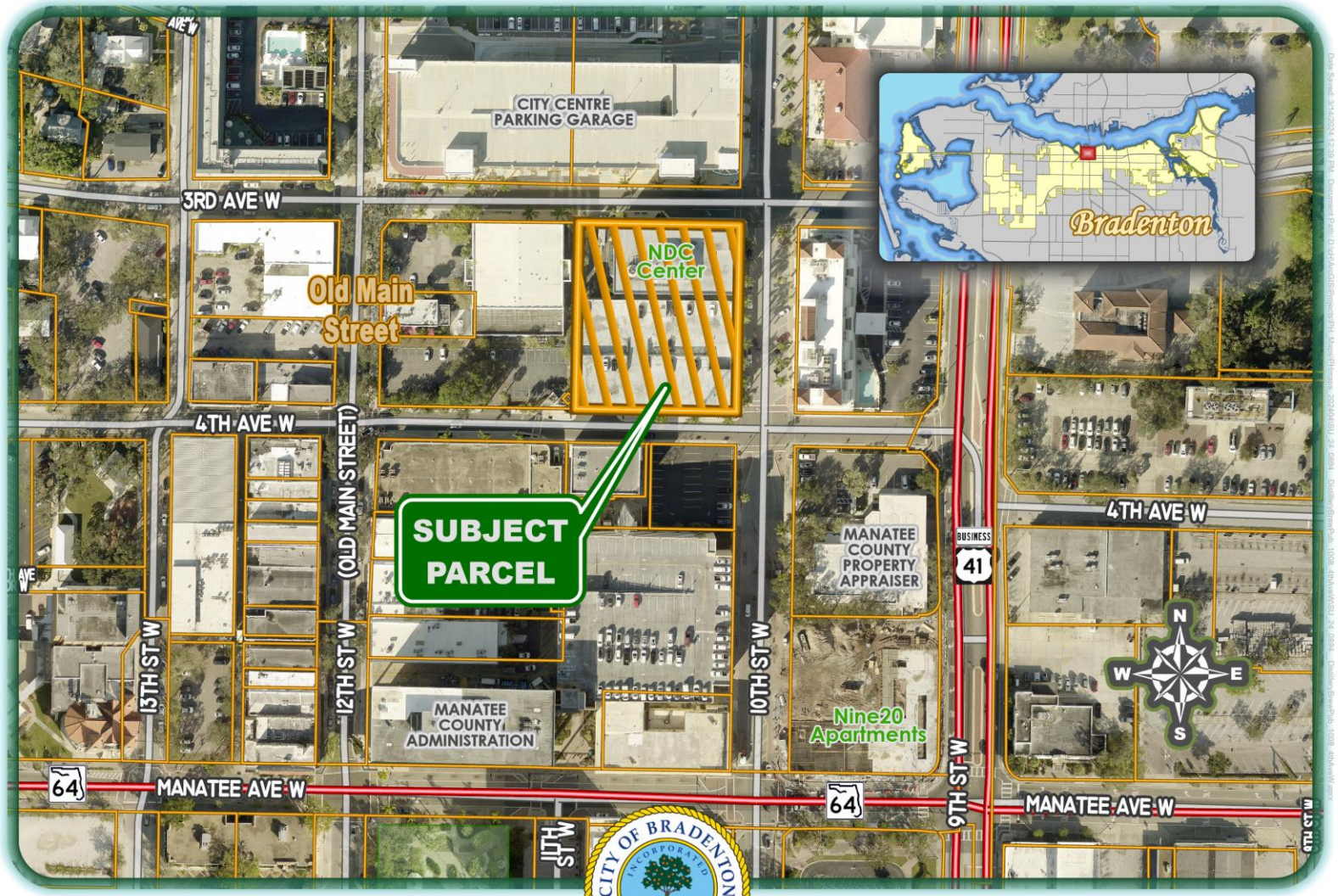
Special Use request to allow for onsite distilling and brewing for property located at property located at 1008 4th Avenue West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicants — Margaret Tusing of ZNS Engineering and Michael Krail of GL Distillery (agents)
- Address: — 1008 4th Avenue West
- Parcel ID No: — 3291400004
- Acreage: — .9596 acres
- Current Zoning: — T6 (Urban Core – Transect District)
- FLUM Zoning: — URBCORE (Urban Core)
- Flood Zone: — X
- Existing Use: — Vacant Commercial Space
- Purpose: — Approval to allow for onsite distilling and brewing

Location Map



SU.24.0894 Distillery-Brew Pub

owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Location

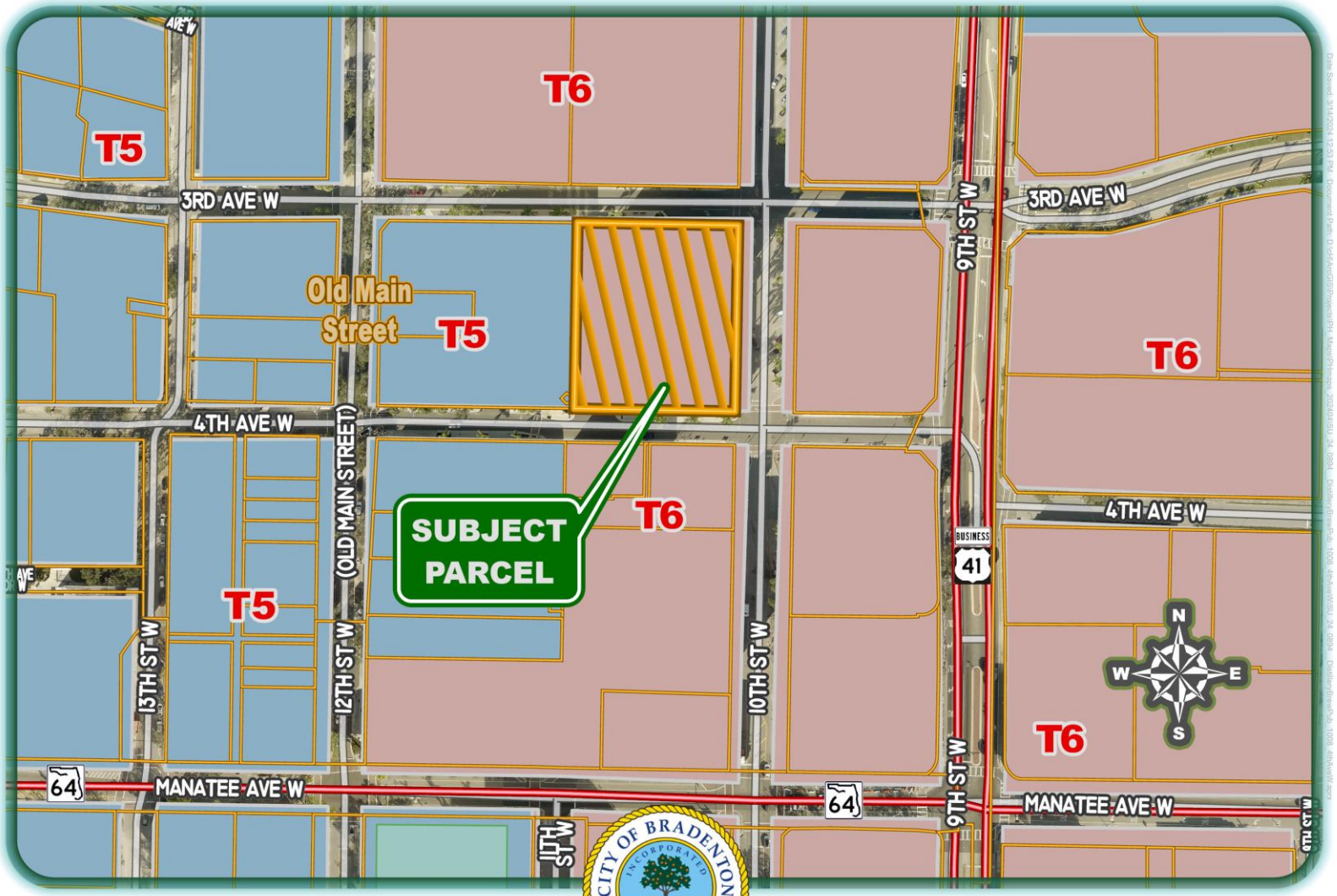
0 30 60 90

Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

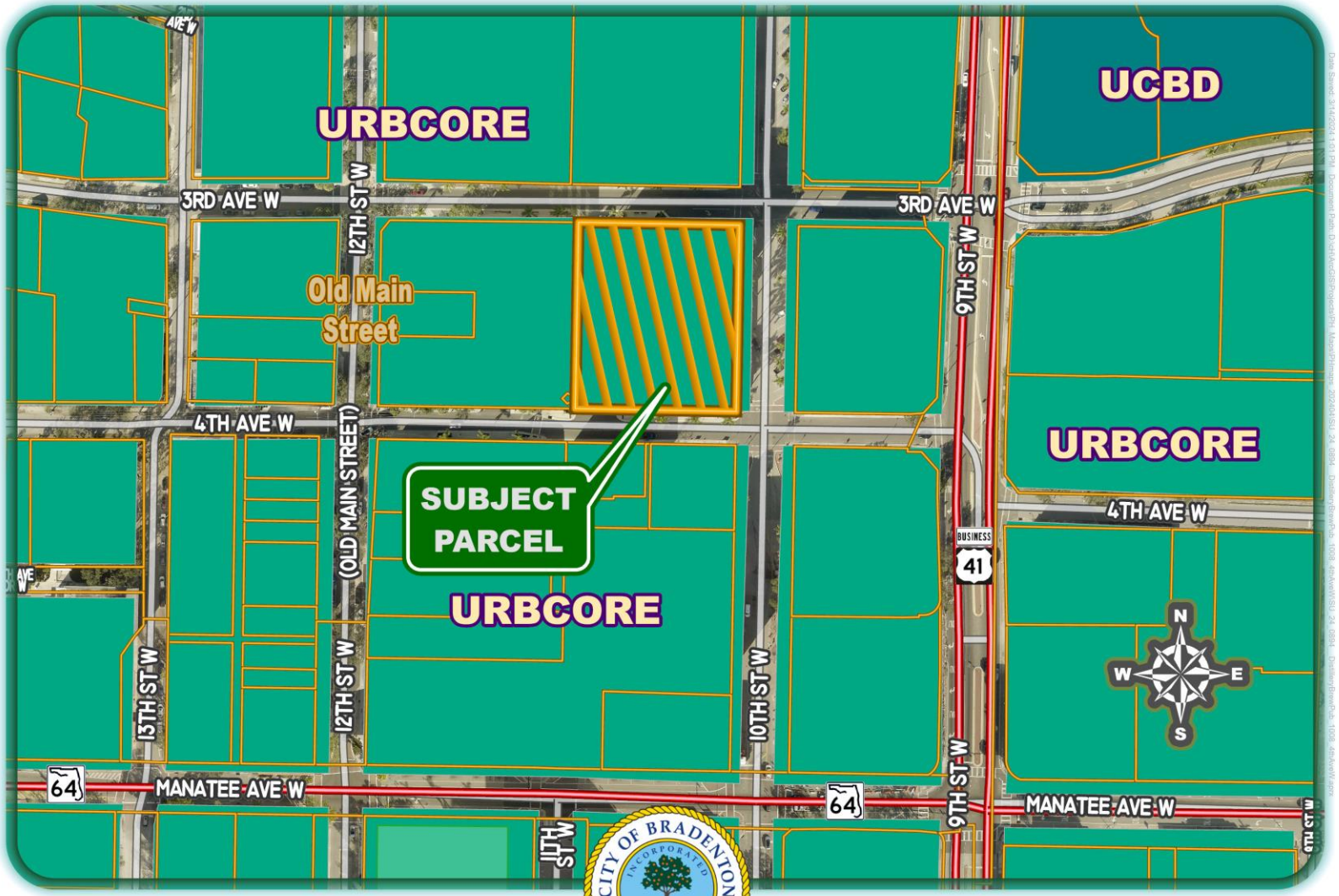
Zoning Map



SU.24.0894 Distillery-Brew Pub

owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004

Future Land Use Map



SU.24.0894 Distillery-Brew Pub

owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Future Land Use

0 30 60 90
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Proposed Request

- Applicant is requesting to:
  - Produce small batches of craft beer and spirits
- Distilling and Brewing are not listed uses in the Form Based Code
  - Section 4.7.3 states "*When a use cannot be clearly placed into a category, and it is not prohibited by the FBC, LUR, or Comprehensive Plan' the PCD Director may allow an applicant to seek approval through a Special Use application*"
- Business Model:
  - Provide modern American food with craft beer and spirit offerings
- To meet the proposed business model, two types of State permits are required:
  - CMB – Permits brewing
  - DD – Permits distilling

Proposed Request

- Distilling:
  - 50 liter Still that produces the equivalent of thirty 750 mL bottles

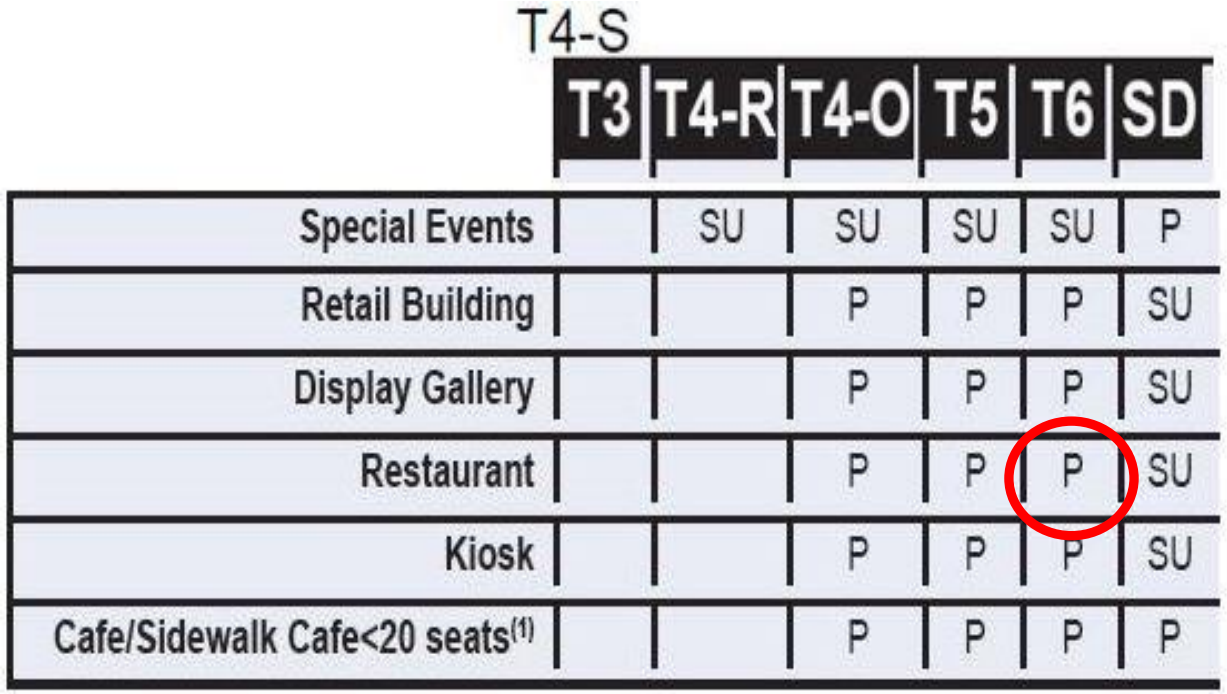


Examples of 750 mL bottles (source Google)

- Brewing:
  - 45-gallon brew system
- When original plans were approved, distilling/brewing were not planned onsite although a 61-sq. ft. Still Room was shown on the plans
- To ensure proper safety, PCD staff had both the Building and Fire Departments review the plans and they recommended conditions for approval

Form Based Code – Use Table

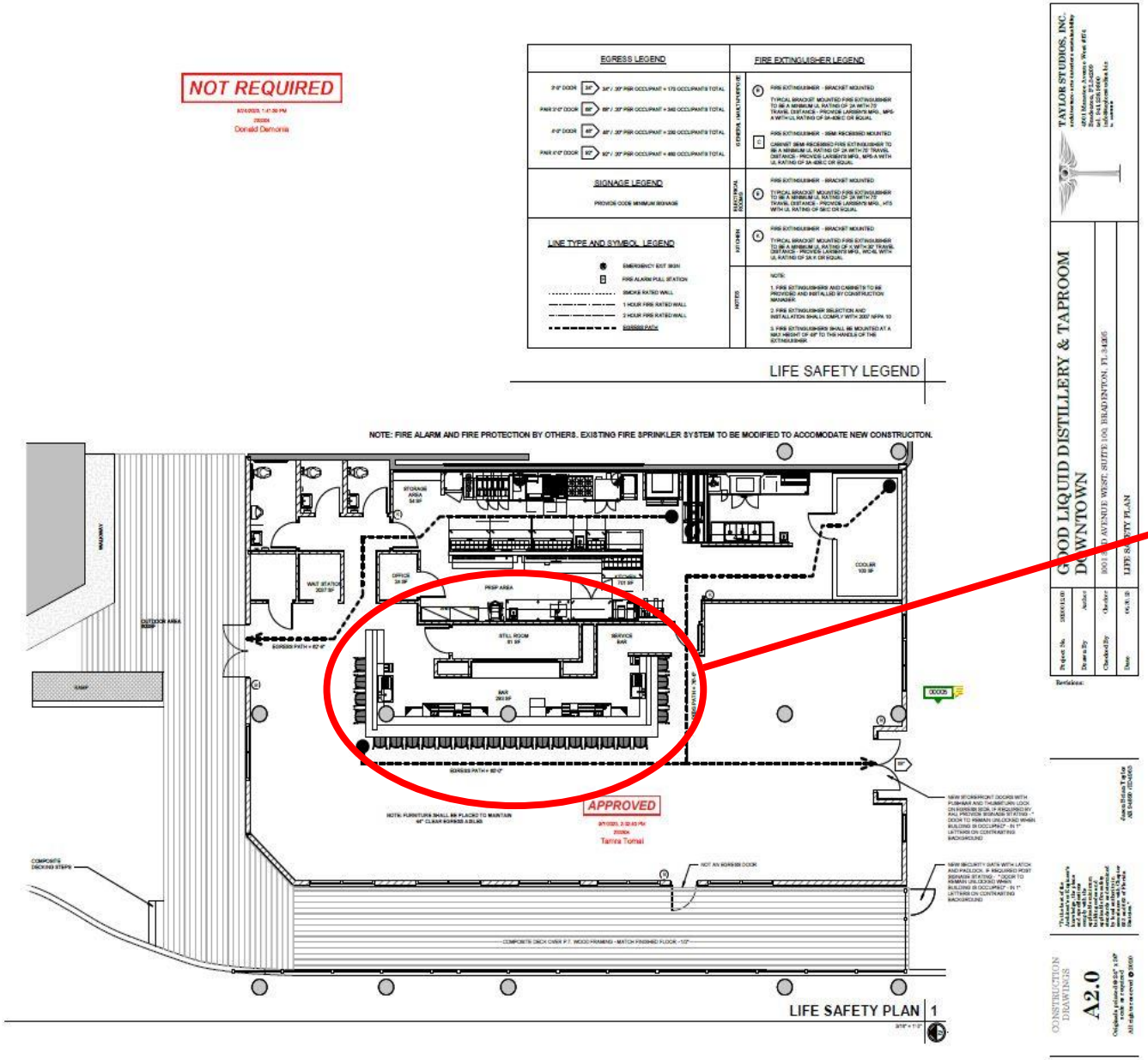
- Restaurant is listed as a Permitted Use in the T6 zoning district

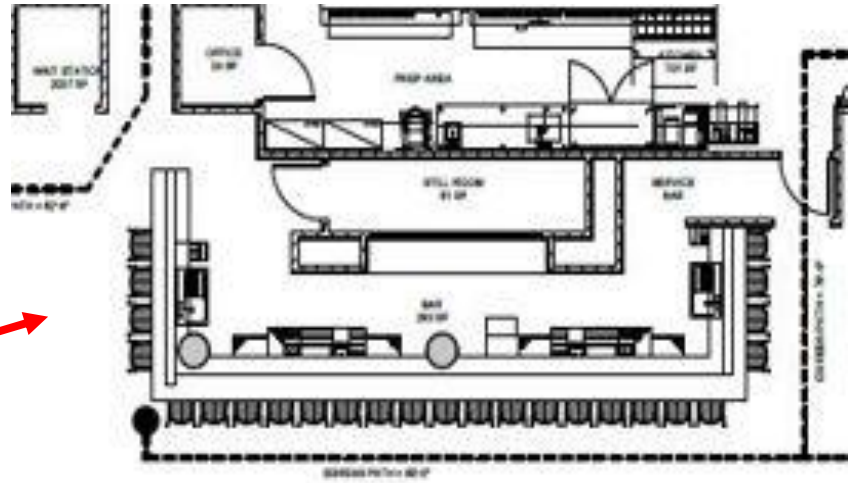


	T4-S	T3	T4-R	T4-O	T5	T6	SD
Special Events			SU	SU	SU	SU	P
Retail Building				P	P	P	SU
Display Gallery				P	P	P	SU
Restaurant				P	P	P	SU
Kiosk				P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]				P	P	P	P

- Distilling and Brewing are not listed in the Use Table
  - Section 4.7.3 allows for non listed uses to request Special Use approval per the PCD Director

Approved Interior Floor Plan





61-sq. ft. Still Room

North Elevation (From 3rd Avenue West)



North Elevation (From 3rd Avenue West)



North Elevation



West Elevation



West Elevation



South Elevation (From 4th Avenue West)



General Special Use Standards (LUR)

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

- 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
- 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
- 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LUR)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

- 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
- 3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.
- 3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.
- 3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Review Criteria (LUR)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LUR)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Staff Recommendation

Based on Staff's findings in response to the review criteria established for a Special Use permits, Staff recommends **Approval of Resolution 24-28; Case SU.24.0894 with the following conditions:**

1. Onsite distilling equipment shall not produce batches in excess of 6-gallons or the equivalent of thirty (30) 750 mL bottles.
2. Onsite brewing equipment shall not produce batches in excess of 45-gallons.
3. Fire sprinkler system shall be designed for the storage of flammable liquids.
4. Still Room shall be upgraded to meet fire ratings.
5. Ventilation shall be upgraded to meet codes for flammable operations.
6. Any expansion and/or increase in production of onsite distilling/brewing shall require Special Use approval prior to commencement of said expansion and/or increase.

Planning Commission Recommendation

Planning Commission met on April 17, 2024, and recommended Approval of Resolution 24-28, Case SU.24.0894 with the aforementioned conditions (vote 5-0).

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
April 17, 2024

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, Richard Whetstone, 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.

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. Motion to approve the March 20, 2024 Meeting Minutes by Commissioner Autrey, and seconded by Commissioner Green. Motion passed unanimously.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

AGENDA ITEMS:

1. **Special Use Application, Resolution 24-30, Case SU.24.0887:** Request for a Special Use Permit to allow for a high school with accelerated learning; for property located at 817 Manatee Avenue West (Parcel ID 3260500059) in the T6 (Urban Core) transect zoning district. Application filed by Kyle W. Grimes, Esq. with Grimes, Hawkins, Gladfelter & Galvano, P.L., agent for Persistence 247 LLC (owner).

Staff Recommendation: Monica Friedl spoke on behalf of the City. She passed out an updated DRAFT Resolution. Staff recommends approval based on findings.

Applicant: Kyle Grimes, Grimes, Hawkins, Gladfelter & Galvano, 1023 Manatee Ave. W., Bradenton, gave a presentation on behalf of the owner/client, ALS Education, LLC. He stated that this is not a traditional school; it is a Charter School, however, it does not compete with the local school district. They have been working closely with the School District of Manatee County. Bill Galvano has received approval from the School District for ALS to operate in the county. Mr. Grimes discussed the location of the school and partnering with the School District of Manatee County, as well as parking and transportation.
Bill LeClair, Regional Director, 817 Manatee Ave. W., Bradenton, spoke about what ALS is focused on and that they are a true partnership with the School District. He discussed what their school does; they work 1 on 1 with the students.

DRAFT

Chari Ben Bakker questioned the impacts on the neighborhood, such as bus stops, traffic, safety, adjacent properties, restaurants serving alcohol, etc.

Kyle Grimes and Bill LeClair addressed the questions.

Public Comment: Chair Bakker opened the Public Hearing.
Ron Allen, 2822 Riverview Blvd., Bradenton, stated that he feels this is great for the community. His company is developing across the street and he is concerned about a restaurant coming in that serves alcohol.
Greg DeLong quoted the state statute that states restaurants with sales of 51% or more are exempt. This is regulated by the State.
Scott Rudacille stated that this will need to be looked into further.

Public Hearing was closed.

Kyle Grimes stated that the owner will have no problem with stipulations on nearby restaurants. They can work on the language prior to meeting with the City Council.

Motion: Commissioner Autrey motioned to approve with stipulations from the staff report. Commissioner Whetstone seconded the motion. Motion passed 5 to 1.

2. **Adjustment Application, Resolution 24.0891, Case Number AD.24.0891:** Request granting a Form Based Code adjustment to allow for two projecting signs to exceed the maximum allowable square footage and an adjustment request to allow for a second ground (monument) sign; for property located at 920 Manatee Avenue West (Parcel ID 3293800109) in the T6 (Urban Core) transect zoning district. Application filed by Stacey Friello of Sign Source, agent for owner 920 Manatee Avenue Associates, LLC.

Chair Bakker recused himself from this agenda item.

Staff Recommendation: Monic Friedl spoke on behalf of the City. Staff recommends approval based on criteria and with a stipulation for the ground sign.

Applicant: Stacey Friello of Sign Source, 2045 Lawson Road, Clearwater, FL, presented a description of the signs including lighting, architectural, and presentation.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Neal motioned to approve. Commissioner Green seconded. Motion passed unanimously.

3. **Special Use Application, Resolution 24-28, Case SU.24.0894**: Request for a Special Use Permit to allow for a distillery and brew pub; for property located at

1008 4th Avenue West (Parcel ID 3291400004) in the T6 (Urban Core) transect zoning district. Application filed by Margaret Tusing of ZNS Engineering, LC and Michael Krail of GL Distillery BRA, LLC, agents for owner 3rd Avenue Associates, LLLP.

Chair Bakker recused himself from this agenda item.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends approval with 6 stipulations.

Applicant: Margaret Tusing, ZNS, Engineering, 1023 Manatee Ave. W., Bradenton, stated that they have already been approved for the restaurant; they are now asking for the special use permit for the distillery.
Michael Krail, GL Distillery, 3411 Motorwood Drive, Parrish, FL, answered some brief questions about the amount of brewing system requirements.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Jones motioned to approve with stipulations from staff. Commissioner Neal seconded. Motion passed unanimously.

4. **Special Use Application, Resolution 24-29, Case SU.24.0895**: Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; for property located at 1008 4th Avenue West (Parcel ID 3291400004) in the T6 (Urban Core) transect zoning district. Application filed by Margaret Tusing and K. Paige Estigarribia of ZNS Engineering, LC and Michael Krail of GL Distillery BRA, LLC, agents for owner 3rd Avenue Associates, LLLP (owner).

Chair Bakker recused himself from this agenda item.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends approval with 9 stipulations.

Applicant: Paige Estigarribia, ZNS, Engineering, 1023 Manatee Ave. W., Bradenton, discussed the revised design and showed a map with tables, chairs, and umbrellas.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Neal motioned to approve with a stipulation to add words adding bollards and maximum number of tables and chairs. Commissioner Green seconded. Motion passed unanimously.

5. **Zoning Map Amendment, Ordinance 4039, Case LU.24.0877:** An Ordinance of the City of Bradenton, Florida, providing for an amendment to the City of Bradenton Land Use Atlas; changing zoning from UV (Urban Village) to R-4 (Mobile Home) for various properties located in the eastern portion of Bradenton Tropical Palms (east of 15th Street West) and generally bounded on the north by 21st Avenue West, south by 26th Avenue West, east by 14th Street West; providing for applicability; providing for severability; and providing for an effective date. Request filed by Vanguard Management Group; agent for owner Bradenton Tropical Palms.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. Staff recommends approval.

Applicant: George (inaudible) resident of Tropical Palms, 2303 16th St. Ct. W., Bradenton, explained the reasoning for the zoning change.

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 Whetstone seconded. Motion passed unanimously.

Director's Report:
Robin Singer stated that they have received over 1000 responses to the Visioning survey. She will be meeting with them this week to discuss the outcome and make recommendations to the Comprehensive Plan changes. That will be followed up with changes to the Land Use Regulations and the Form Based Code.

Greg DeLong asked the Board to mark their calendars for the next meeting on May 15th, 2024.

Adjournment: The meeting adjourned at 3:31 p.m.

Ben Bakker, Chair Date

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: May 22, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT: **Quasi-Judicial:** RESOLUTION 24-29 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0895 TO PERMIT A SIDEWALK CAFE WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 1008 4TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3291400004), IN THE T6 URBAN CORE TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval of Resolution 24-29 with conditions.

Planning Commission reviewed the subject request at their April 17, 2024, meeting. Planning Commission voted 5-0 to recommend approval with conditions.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
Special Use application requesting permission to allow a sidewalk café with alcohol sales at 1008 4th Avenue West, which is the future home to Good Liquid Distillery and Taproom Downtown.

The subject property is located in the T6 Urban Core Transect District. According

to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café's with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Conflict Counsel Augello.

SUGGESTED MOTION:
Motion to approve Resolution 24-29; Case SU.24.0895 with the following conditions:

1. An Indemnification Agreement shall be provided by the owner along with proof of liability insurance.
2. Curb and sidewalk shall be extended to remove the existing curb cut with said extensions matching in style, color and pattern.
3. Installation of bollards planters or along 4th Avenue West, with the planters or bollards approved by Bradenton Public Works.
4. Bollards or planters and any plant material shall be properly maintained by the owner, with any damaged bollards or planters and dead/dying plant materials being removed and replaced.
5. Any necessary right-of-way permits shall be obtained by the owner from Bradenton Public Works.
6. 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, planters or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
7. All seating, tables, and umbrellas shall be removed from the sidewalk and placed out of public view when the business is closed, or when an authorized agent of the city makes such request.
8. The owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
9. The sidewalk shall be cleaned at the end of every day. Any type of cleaning solution shall be approved by the Bradenton Public Works Department.
10. The maximum number of tables allowed at the sidewalk café shall be five (5), and the maximum number of chairs to be twenty (20).

ATTACHMENTS:
Resolution 24-29
SU.24.0895 Application
SU.24.0895 Staff Report
SU.24.0895 Presentation
04-17-24 Planning Commission Draft Minutes

RESOLUTION 24-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0895 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 1008 4TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3291400004), IN THE T6 URBAN CORE TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 3rd Avenue Associates, LLLP (the "Property Owner" or "Applicant") owns the property located at 1008 4th Avenue West, Bradenton, Florida (Parcel ID 3291400004), more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T6) Urban Core – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T6 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T6 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on April 17, 2024 at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on May 22, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a sidewalk café with alcoholic sales, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended approval with stipulations.
e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
e. Screening, buffering or separation of any nuisance or hazardous feature of the use.
f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
h. Adequacy of land and/or building which are to be used.
i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
k. Consistency with the city's comprehensive plan.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales as generally shown on the Site Plan attached hereto as Exhibit "B", with the following stipulations:

1. An Indemnification Agreement shall be provided by the owner along with proof of liability insurance.
2. Curb and sidewalk shall be extended to remove the existing curb cut with said extensions matching in style, color and pattern.
3. Installation of bollards planters or along 4th Avenue West, with the planters or bollards approved by Bradenton Public Works.
4. Bollards or planters and any plant material shall be properly maintained by the owner, with any damaged bollards or planters and dead/dying plant materials being removed and replaced.
5. Any necessary right-of-way permits shall be obtained by the owner from Bradenton Public Works.

6. 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, planters or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
7. All seating, tables, and umbrellas shall be removed from the sidewalk and placed out of public view when the business is closed, or when an authorized agent of the city makes such request.
8. The owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
9. The sidewalk shall be cleaned at the end of every day. Any type of cleaning solution shall be approved by the Bradenton Public Works.
10. The maximum number of tables allowed at the sidewalk café shall be five (5), and the maximum number of chairs to be twenty (20).

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 22nd DAY OF MAY, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

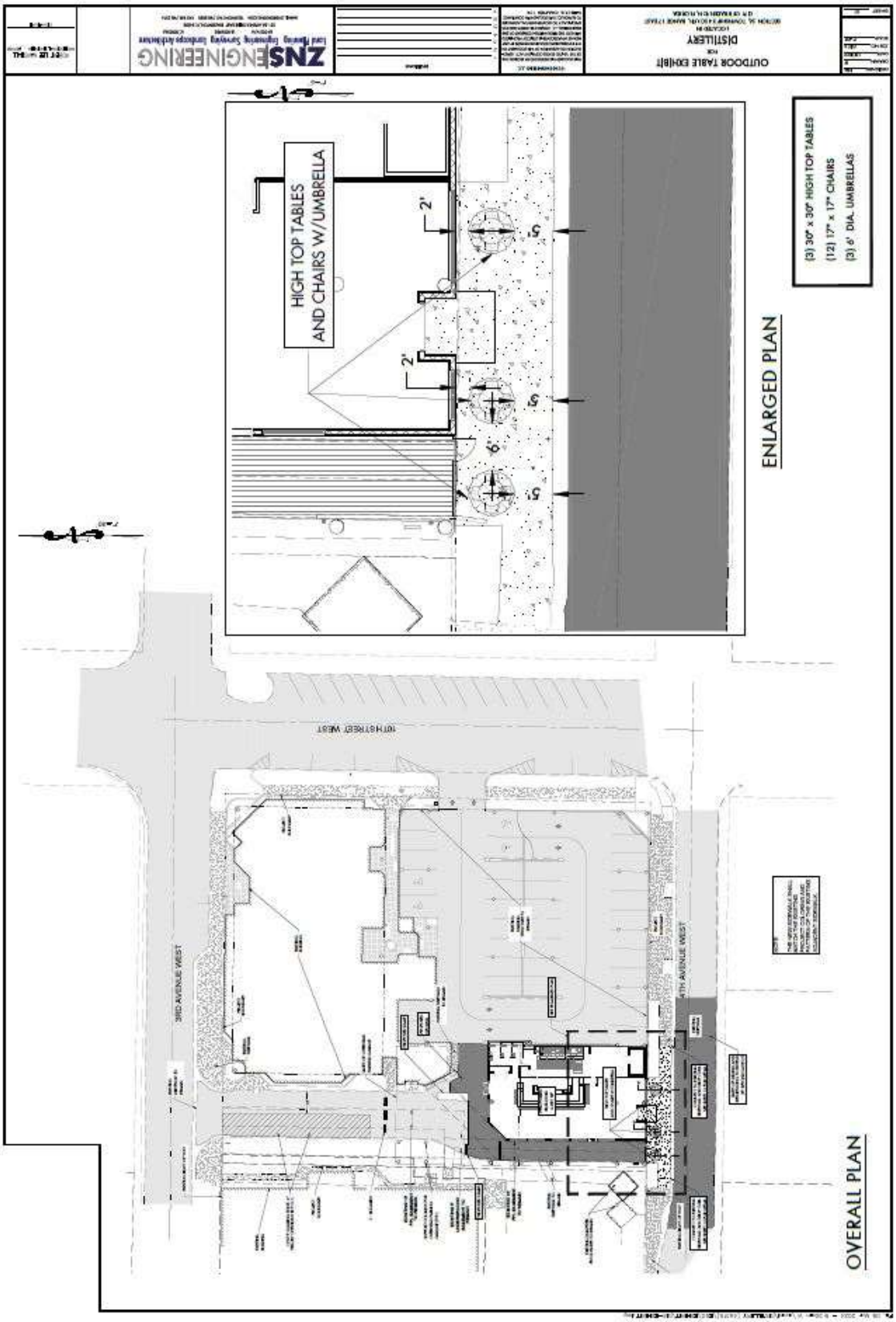
APPROVED AS TO FORM:

_____
Erica Augello
ERICA AUGELLO AS CONFLICT COUNSEL O/B/O CITY ATTORNEY

EXHIBIT A

THAT PART OF BLK C OF SMITH'S ADD TO BRADENTON, AS REC IN PL BK 1, PG 135, PRMCF, LYING E OF THE ELY MOST LN OF RIVERVIEW CENTER, A CONDO, AS REC IN CONDO BK 14, PG 121, PRMCF, & ITS SLY PROLONGATION; SD ELY LN ALSO BEING THE E LN OF THE W 10.00FT OF SD BLK C, BEING MORE PARTICULARLY DESC AS FOLL: BEGIN AT THE SE COR OF SD BLK C, TH S 89 DEG 47 MIN 40 SEC W, ALG THE S LN OF SD BLK C, A DIST OF 191.23 FT TO THE PT OF INTERSECTION OF THE SLY PROLONGATION OF THE ELY MOST LN OF SD RIVERVIEW CENTER CONDO, SD PT ALSO BEING THE SE COR OF THE W 10.00 FT OF SD BLK C, TH N 00 DEG 06 MIN 12 SEC E, A DIST OF 219.67 FT TO THE NE COR OF SD RIVERVIEW CENTER CONDO, SD COR ALSO BEING THE NE COR OF THE W 10.00 FT OF SD BLK C, TH N 89 DEG 39 MIN 01 SEC E, A DIST OF 191.53 FT TO THE NE COR OF SD BLK C, TH S 00 DEG 10 MIN 44 SEC W, A DIST OF 220.15 FT TO THE POB. WHICH LANDS CONSIST OF TWO PARCELS: PARCEL 1 DESC AS: ALL OF LOTS 1,2,4,5,6,& 8, AND LOT 3, LESS THE W 10 FT, AND THE E 30 FT OF LOT 7, BLK C, SMITH'S ADD TO BRADENTON, PER PL BK 1, PG 135, PRMCF. PARCEL 2 DESC AS: THE E 10 FT OF THE W 20 FT OF LOT 7, BLK C, SMITH'S ADD TO BRADENTON, AS REC ON PG 135 OF PL BK 1, PRMCF. TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING ADJACENT THERETO REC OR 1092/2410. (1837/6996)PI#32914.0000/4

EXHIBIT B


OUTDOOR TABLE EXHIBIT
DISTILLERY
ZNS ENGINEERING
HIGH TOP TABLES
AND CHAIRS W/UMBRELLA
2'
5'
9'
(3) 30" x 30" HIGH TOP TABLES
(12) 17" x 17" CHAIRS
(3) 6' DIA. UMBRELLAS
ENLARGED PLAN
10TH STREET WEST
3RD AVENUE WEST
4TH AVENUE WEST
OVERALL PLAN

RECEIVED
By Isabell Salazar at 3:08 pm, Mar 08, 2024

Special Use Application

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

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: 3rd Avenue Associates, LLLP

Owner Address: 1001 3rd Avenue West, Ste 600, Bradenton, FL 34205 Telephone:

Name of Agent: Michael Krail, GL Distillery BRA, LLC and ZNS Engineering, L.C., K. Paige Estigarribia

Agent Address: 1023 Manatee Avenue W., 7th Floor Bradenton, FL 34205 Telephone: 941-748-8080 ext 132

Owner/Agent Email: paigee@znseng.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 1008 4th Ave. W., Bradenton, FL 34205

Parcel ID: 3291400004 Acreage: Total Project Area: 0.97 AC

Zoning District: T-6 Future Land Use: Urban Core
*click to view Zoning map *click to view FLU map

Ward #: 3 Neighborhood #: PP
*click to view Ward map *click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Indicate Type of Special Use Request:
Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: Special Use Application for Alcoholic Beverage Sales on a public sidewalk

MATERIALS FOR REVIEW (REQUIRED)

- **Special Use**
  - ° Special Use Application Fee: **$1,820**
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Review Criteria (see page 2 for Special Use Review Criteria)
  - ° Site Plan
  - ° Property Survey signed & sealed within the last 3 years
  - ° One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - ° Special Use Amendment Application Fee: **$1,820**
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Property Survey signed & sealed within the last 3 years
  - ° One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - ° Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - ° Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

CITY STAFF ONLY (REQUIRED)

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

Application Sufficiency:
Sufficient: X
Incomplete: ☐

FEE COLLECTED: $

RECEIPT #:

APPLICATION #: $1,820.00

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

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

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

Agent Authorization Form

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

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1008 4th Ave W, Bradenton, FL 34205

I, Jason Bartz, the registered property owner(s) of the above noted property, do hereby authorize

Margaret Tusing — Print Name of Agent
ZNS Engineering, LC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

Margaret Tusing
Signature of Agent

1023 Manatee Ave W 7th FL
Agent Address and Phone 941-748-8080

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 8th day of March 2024

produced personally known to me respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Shaara Johnson, Notary Public
Print Name

SHAARA JOHNSON
Notary Public-State of Florida
Commission # HH 165642
My Commission Expires
August 16, 2025

State of Florida
My Commission Expires: August 16, 2025

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1008 4th Ave W, Bradenton, FL 34205

I, Ronald Allen, the registered property owner(s) of the above noted property, do hereby authorize

Micheal Krail — Print Name of Agent

GL Distillery BRA, LLC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)
3411 RiverWoods Dr
Parrish, FL 34219 (803) 493-5065

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 6TH day of MARCH.

produced KNOWN TO ME respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Sally Klindsey
Signature

SALLY K LINDSEY, Notary Public
Print Name

State of Florida
My Commission Expires: 8.15.24

NOTARY PUBLIC Expires 08/15/2025 Sally K Lindsey My Commission HH 165823 STATE OF FLORIDA

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1008 4th Ave W, Bradenton, FL 34205

I, Ronald Allen, the registered property owner(s) of the above noted property, do hereby authorize

Margaret Tusing — Print Name of Agent

ZNS Engineering, LC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 6TH day of MARCH, produced KNOWN TO ME respectively, as as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Sally K Lindsey
Signature

SALLY K LINDSEY, Notary Public
Print Name

NOTARY PUBLIC Expires 08/16/2025 Sally K Lindsey My Commission HH 165623 STATE OF FLORIDA

State of Florida
My Commission Expires: 8.16.25

Agent Authorization Form

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

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1008 4th Ave W, Bradenton, FL 34205

I, Jason Bartz, the registered property owner(s) of the above noted property, do hereby authorize

K. Paige Estigarribia — Print Name of Agent

ZNS Engineering, LC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)
1023 Manatee Avenue W., 7th Floor, Bradenton, FL 34205

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 7 day of March,

produced Personally known respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Robin Brown, Notary Public
Print Name

ROBIN BROWN
MY COMMISSION # HH372918
EXPIRES: April 10, 2027

State of Florida
My Commission Expires: _____

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1008 4th Ave W, Bradenton, FL 34205

I, Jason Bartz, the registered property owner(s) of the above noted property, do hereby authorize

K. Paige Estigarribia — Print Name of Agent

ZNS Engineering, LC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this 4th day of March,

produced Jason Bartz respectively, as

as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Rebecca A. Cox, Notary Public
Print Name

Notary Public State of Florida
Rebecca A. Cox
My Commission HH 430846
Expires 8/8/2027

State of Florida
My Commission Expires: 8/8/2027

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

March 8, 2024

Robin Singer, Director
City of Bradenton
Planning & Community Development
101 Old Main Street West
Bradenton, Florida 34205-7865

Re: Request for Special Use Application for
Good Liquid Distillery & Taproom Downtown
1008 4th Avenue West, Bradenton 34205

Dear Ms. Singer:

On behalf of our client, 3rd Avenue Associates, LLLP, we are requesting a Special Use Permit in accordance with City of Bradenton Land Use regulation 2.2.10 for the above referenced property. The Applicant is submitting this Special Use application requesting that Alcoholic Beverage Sales on the Public Sidewalk be allowed at 1008 4th Avenue West located within the NDC Center building. The property received approval of a Site Improvement Plan (SIP) on May 8, 2023 and there are no proposed changes to the SIP with this request. The tenant for the property is GL Distillery BRA, LLC.

If at any time, during the review of this Application, you or the Case Manager has any questions, please do not hesitate to contact me at paigee@znseng.com or 941-748-8081 ext. 132. We look forward to working with the City of Bradenton on this project.

Please be advised that the above and nothing herein constitutes legal services or legal advice. No client-attorney relationship has been established, and the protection of a client-attorney relationship does not exist with respect to the provision of these services.

Sincerely,



K. Paige Estigarribia, Planner

A03000000671

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

400057576424

07/27/05--01036--009 **105.00

FILED
05 JUL 27 PM 1:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
05 JUL 27 AM 11:48
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

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05 JUL 27 PM 1:13
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TALLAHASSEE, FLORIDA

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 07/27/2005

REF. #: 000174.40635

CORP. NAME: 3RD AVENUE ASSOCIATES, L.L.L.P.

( ) ARTICLES OF INCORPORATION
(XX) ARTICLES OF AMENDMENT
( ) ARTICLES OF DISSOLUTION
( ) ANNUAL REPORT
( ) TRADEMARK/SERVICE MARK
( ) FICTITIOUS NAME
( ) FOREIGN QUALIFICATION
( ) LIMITED PARTNERSHIP
( ) LIMITED LIABILITY
( ) REINSTATEMENT
( ) MERGER
( ) WITHDRAWAL
( ) CERTIFICATE OF CANCELLATION
( ) OTHER:

STATE FEES PREPAID WITH CHECK# 513560 FOR $ 105.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: $_____

PLEASE RETURN:

(XX) CERTIFIED COPY
( ) CERTIFICATE OF GOOD STANDING
( ) PLAIN STAMPED COPY
( ) CERTIFICATE OF STATUS

Examiner's Initials

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP

3rd Avenue Associates, L.L.L.P.,
a Florida limited liability limited partnership

Pursuant to the Florida Revised Uniform Limited Partnership Law as set forth in Chapter 620 of the Florida Statutes, the undersigned, constituting the General Partner of 3rd Avenue Associates, L.L.L.P., a Florida limited liability limited partnership ("Partnership"), whose Certificate of Limited Partnership was filed with the Secretary of State, State of Florida on May 1, 2003, hereby amends said Certificate of Limited Partnership, to include the following:

"1. **PURPOSE.** The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the real estate project presently known as The SunTrust Building, located in Bradenton, Florida (the "Property") and activities incidental thereto.

2. **POWERS AND DUTIES.** Notwithstanding any other provisions of the Partnership Agreement and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of a majority of the partners, the Partnership shall have no authority to:

(i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except (i) unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and (ii) other debt provided the amount of said debt shall not exceed at any one time four percent (4%) of the outstanding obligations secured by the Security Instrument;

(ii) seek the dissolution or winding up, in whole or in part, of the Partnership;

(iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any

applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any such action; or

(v) amend, modify or alter Paragraphs 1, 2, 3, 4, 5 or 6 of this Amendment to Certificate of Limited Partnership.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Partnership shall have no authority to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

3. **TITLE TO PARTNERSHIP PROPERTY.** All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any Partnership property in its individual name or right, and each partner's interest in the Partnership shall be personal property for all purposes.

4. **SEPARATENESS/OPERATIONS MATTERS.** The Partnership has not and shall not:

(a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property, intangible or tangible, as may be necessary for the operation of the Property;

(b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of the Partnership's Partnership Agreement, as amended;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;

(d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Partnership permitted by the Security Instrument and properly accounted for;

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Partnership, the affiliates of a partner or member of the Partnership and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Partnership;

(g) enter into any contract or agreement with any partner, member, principal or affiliate of the Partnership or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Partnership, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the Partnership;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Partnership (except for a Guarantor or Indemnitor (as defined in the Security Instrument));

(j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Partnership, or any partner, member, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

(l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Partnership is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Partnership or any partner, member, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the Partnership and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Partnership, (ii) any affiliate of a partner, principal, member or affiliate of the Partnership, or (iii) any other person or entity or allow any person or entity to identify the Partnership as a department or division of that person or entity; or

(q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Partnership or the creditors of any other person or entity.

5. **EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A PARTNER.** The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent partner.

6. **SUBORDINATION OF INDEMNIFICATION PROVISIONS.** Notwithstanding any provision hereof to the contrary, any indemnification claim against the Partnership arising under the Partnership Agreement or the laws of the state of organization of the Partnership shall be fully subordinate to any obligations of the Partnership arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Partnership to the extent of, and shall be paid by the Partnership in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

7. **GENERAL PARTNER:** The name and address of the general partner of the Partnership is as follows:

DAVID S. BAND
240 South Pineapple Avenue, 10th Floor
Sarasota, FL 34236

JOHN M. McKAY
1001 3rd Avenue West, Suite ~~410~~ 600
Bradenton, FL 34205

RONALD J. ALLEN
1001 3rd Avenue West, Suite ~~410~~ 600
Bradenton, FL 34205"

Except as expressly provided herein, all of the terms and provisions of the Certificate of Limited Partnership shall remain in full force and effect and are hereby ratified and confirmed.

The execution of this Amendment by the undersigned constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Amendment to Certificate of Limited Partnership has been executed by David S. Band, John M. McKay and Ronald J. Allen, collectively as the general partner of 3rd Avenue Associates, L.L.L.P., a Florida limited liability limited partnership, this 20th day of July, 2005.

WITNESSES:

Barbara J. Middleton
Kathryn Angellan

Barbara J. Middleton
Kathryn Angellan

Barbara J. Middleton
Kathryn Angellan

3rd Avenue Associates, L.L.L.P., a Florida limited liability limited partnership

By: _____
David S. Band, as its general partner

By: _____
John M. McKay, as its general partner

By: _____
Ronald J. Allen, as its general partner

774895v.1

FINDINGS OF FACT
FOR
SPECIAL USE APPLICATION

GOOD LIQUID DISTILLERY & TAPROOM DOWNTOWN

Please allow this document to provide City staff with findings of fact explaining the applicant's proposed Alcoholic Beverage Sales on public property as a Special Use for the Subject Property. The below criteria were taken from the Special Use Application. The approved Site Improvement Plan, an Exhibit showing all schools, day care facilities and churches within a 1000' radius (per L.U.R. 2.2.10), and an Outdoor Table Exhibit are included with this application.

1. **Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.**
   RESPONSE: Good Liquid Distillery & Taproom Downtown is an establishment intending to serve food and alcoholic beverages. This special use application is requesting Alcoholic Beverage Sales as a Special Use for three 4-top tables to be used as outdoor dining on the public sidewalk adjacent to 4th Avenue West. Both food and alcoholic beverages will be served at these three outdoor tables. The direct ingress and egress to the establishment from 4th Avenue West will not change, and the additional entrance on the north side of the building also remains unchanged from the Site Improvement Plan approved May 8, 2023. As depicted in the Outdoor Table Exhibit, table placement is near the building while also allowing for a 5' traversable pedestrian path along the 4th Avenue W sidewalk between the umbrella canopy edge and the edge of the sidewalk. The Alcoholic Beverage Sale Special Use will not affect the approved ingress and egress, and the proposed 5-foot pedestrian path will sufficiently provide for automobile and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

2. **Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on the adjoining properties.**
   RESPONSE: This Alcoholic Beverage Sales on the public sidewalk special use application proposes no changes to the off-street parking and loading areas from the Site Improvement Plan that was approved on May 8, 2023. The parking will still be located within the parking garage adjacent to the NDC Center building, and the approved loading zones enter from 3rd Avenue West. As there are no proposed changes to parking and loading from the approved plan, the Alcoholic Beverage Sales on public property special use will not affect adjoining properties with adverse impacts in terms of noise, light, fumes, and all other forms of pollution.

3. **Location and Design of refuse and service areas in regard to availability, adequacy, and effect upon surrounding properties.**
   REPONSE: This Alcoholic Beverage Sales on public property application proposes no changes to the refuse design in the Site Improvement Plans approved May 8, 2023.

4. **Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.**
   RESPONSE: This Alcoholic Beverage Sales on public property application proposes no changes to the Site Improvement Plan, which includes a Utility Plan, approved on May 8, 2023.

5. **Screening, buffering or separation of any nuisance or hazardous feature of the use.**
   RESPONSE: No screening or buffering was approved in the Site Improvement Plan. The Alcoholic Beverage Sales on public property special use will not cause any nuisance or hazardous feature that would require additional screening or buffers.

6. **Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.**
   RESPONSE: No changes are proposed to signage or exterior lighting with this Special Use Application.

7. **Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.**
   RESPONSE: The Alcoholic Beverage Sales on public property will not affect the development of the neighboring properties or the property values of neighboring properties. The outdoor tables will only be placed on the sidewalk in front of Good Liquid Brewing Company. The three tables and the public sidewalk where the tables are located will be regularly cleaned, and the tables will be stored away from public view before and after business operating hours.

8. **Adequacy of land and/or building which are to be used.**
   RESPONSE: The sidewalk proposed for outdoor tables subject to this the Alcoholic Beverage Sales on public property special use is wide enough to accommodate three tables, in addition to a 5' pedestrian path. There are no additional proposed changes with this Alcoholic Beverage Sales on public property special use application to the building or land in the Site Improvement Plans that were approved on May 8, 2023.

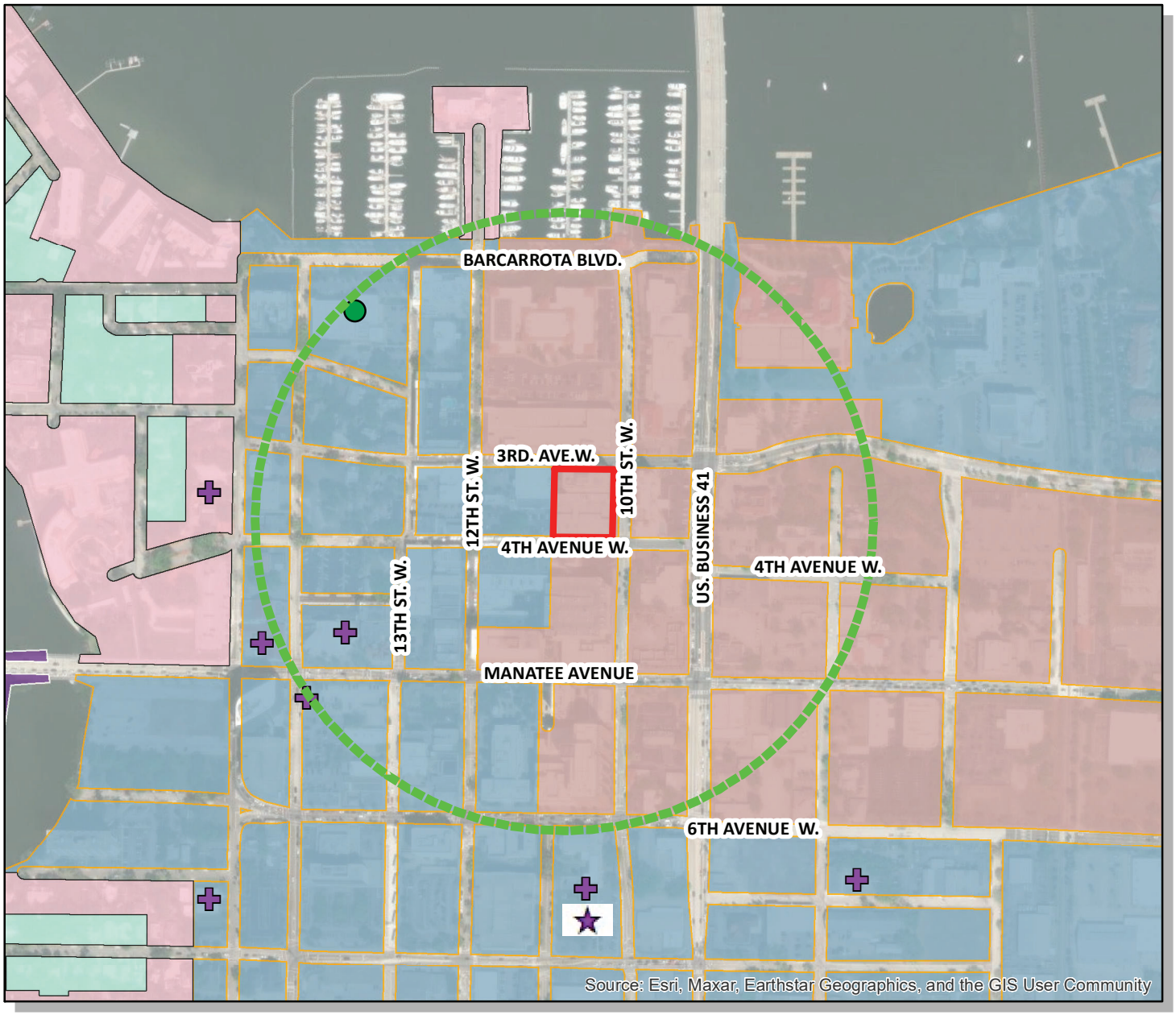
9. **General Compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.**
   RESPONSE: The proposed Alcoholic Beverage Sales on public property special use is consistent with other restaurants in the downtown area that offer outdoor sidewalk dining. The sidewalk tables will only be used during regular operating hours, and no

added noise from these three additional tables, and the Alcoholic Beverage Sales on public property special use, is anticipated during business operating hours.

10. **Environmental quality of the district in which the use is proposed and the effect the Special Use permit might have on such quality.**
RESPONSE: This Alcoholic Beverage Sales on public property special use will have no effect on the existing environmental quality of the district.

11. **Consistency with the City of Bradenton Comprehensive Plan.**
RESPONSE: The Future Land Use Classification for this property is Urban Core (UC) which is designed for very high intensity, downtown, pedestrian-oriented commercial development. An Alcoholic Beverage Sales on public property special use for three tables on the public sidewalk is consistent with this FLU designation, with other outdoor seating restaurants in the Bradenton downtown area also in Urban Core, and with the City's Comprehensive Plan.

1,000 RADIUS EXHIBIT



Legend

- Site Boundary
- 1000 radius
- Public Library
- Manatee Daycare
- Manatee Schools
- Churches
- Church Daycare

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
1023 MANATEE AVE. WEST, 7TH FLOOR
BRADENTON, FL 34205
TELEPHONE 941.748.8080 FAX 941.748.3316

GOOD LIQUID DISTILLERY &
TAPROOM DOWNTOWN
SECTIONS 26,TOWNSHIP 35 SOUTH, RANGE 17 EAST
SCALE: 1" = 500'
MANATEE COUNTY, FLORIDA

N

THIS MAP IS PROVIDED FOR GRAPHICAL REPRESENTATIK
AND GENERAL REFERENCE ONLY. THE DATA CONTAINI
HEREIN IS SUBJECT TO CHANGE AND IS NOT WARRANT

SITE IMPROVEMENT PLAN

TO SERVE

THE DISTILLERY

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

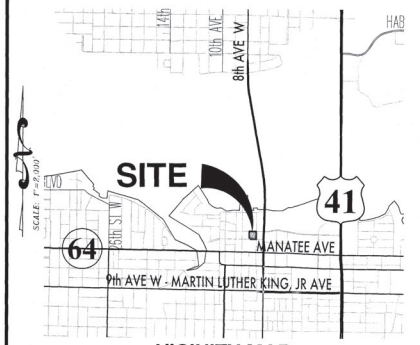
EXISTING ZONING: BR_FBC,BR_T6
FUTURE LAND USE: URBAN CORE

SITE DATA:

TOTAL AREA OF LOT:	0.97 ACRES	
TOTAL PROJECT AREA:	4,067 SF	
MAXIMUM LOT COVERAGE	MINIMUM REQUIRED	PROVIDED
MAX. LOT COVERAGE (90%)	0.87 ACRES	0.09 ACRES
FRONTAGE BUILD OUT	MINIMUM REQUIRED(80%):	PROVIDED(100%):
	152.98'	191.33'
BUILDING SETBACKS:		
	MINIMUM REQUIRED: (T6)	PROVIDED:
NORTH (SECONDARY FRONTAGE)	0' MIN/24' MAX.	0.39'
SOUTH (FRONT)	0' MIN/8' MAX.	0.25'
EAST (SIDE)	0' MIN/8' MAX.	1.77'
WEST (SIDE)	0' MIN./8' MAX.	1.18'
PARKING:	MINIMUM REQUIRED	PROVIDED
ONE SPACE PER 500 SF.	8	204
HANDICAP SPACES (1/PER 25 SPACES)	1	2
TOTAL:	9	206
BUILDING HEIGHT:	MAXIMUM :	PROVIDED:
	3 STORIES	1-STORY, 25'-2" (PROJECT SITE)
		3-STORIES (PRINCIPAL STRUCTURE, PARKING GARAGE)

NOTES:

1. THE SITE IS CURRENTLY ZONED T6 AND FUTURE LAND USE IS : URBAN CORE.
2. SITE CURRENTLY UNOCCUPIED OFFICE BUILDING.
3. THE SITE IS DESIGNATED AS FLOOD ZONES X, ON F.I.R.M. PANEL #12081C0302F, DATED 8/10/2021.
4. THE PROPOSED USE IS A RESTAURANT.
5. THERE ARE NO KNOWN FOUNDATIONS, MOUNDS, OR MIDDEN AREAS OF HISTORIC ORIGIN, EXISTING EASEMENTS, PLATTED STREETS LOCATED ON THIS SITE.
6. THERE ARE NO KNOWN WETLANDS UNDER THE JURISDICTION OF SWFWMD AND FDEP WITHIN THE BOUNDARIES OF THIS PLAN.
7. THERE ARE NO KNOWN WELLS WITHIN THE BOUNDARIES OF THIS PLAN. ANY WELLS DISCOVERED DURING CONSTRUCTION AND NOT TO BE USED FOR IRRIGATION SHALL BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER.
8. THE STORMWATER MANAGEMENT SYSTEM & COMMON OPEN SPACE WITHIN THE PROJECT BOUNDARIES WILL BE OPERATED AND MAINTAINED BY THE DEVELOPER OR MANAGEMENT COMPANY, AS APPLICABLE.
9. SANITARY SEWER AND POTABLE WATER WILL BE CONSTRUCTED TO CITY OF BRADENTON STANDARDS AND PRIVATELY MAINTAINED.
10. SOLID WASTE DISPOSAL WILL BE PROVIDED BY CITY OF BRADENTON BY DUMPSTER PICK-UP.
11. ALL PROPOSED BUILDING FINISHED FLOOR ELEVATIONS ARE TO BE A MINIMUM OF 18" ABOVE THE CROWN OF THE ADJACENT ROADWAY OR IF WITHIN THE 100 YEAR FLOOD PLAIN, A MINIMUM OF ONE FOOT ABOVE THE 100 YEAR FLOOD ELEVATION.
12. SEDIMENTATION AND EROSION CONTROL MEASURES WILL BE IN COMPLIANCE WITH CITY OF BRADENTON STANDARDS. TO PREVENT SEDIMENTARY RUNOFF DURING CONSTRUCTION, SOCKS, STAKED SILT SCREENS OR INLET DEBRIS CONTROL SCREENS ARE TO BE PLACED AT STORM INLETS, OUTFALL LOCATIONS, AND ADJACENT PROPERTY LINES AS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SEDIMENTATION BARRIERS IN A WORKING MANNER FOR THE DURATION OF CONSTRUCTION AND SHOULD BE CHECKED DAILY. SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF OF THE DEPTH OF THE SEDIMENTATION BARRIER SHALL BE IMMEDIATELY REMOVED AND REPLACED IN UPLAND AREAS. IN ADDITION TO SPECIFIED EROSION CONTROL LOCATIONS, THE CONTRACTOR SHALL PERFORM DAILY SITE INSPECTIONS FOR POTENTIAL EROSION PROBLEMS. IF PROBLEMS OCCUR, THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING APPROPRIATE EROSION CONTROL IMMEDIATELY. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING TEMPORARY EROSION CONTROL DEVICES FOLLOWING COMPLETION OF ALL CONSTRUCTION AND FINAL STABILIZATION.



VICINITY MAP

INDEX

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- [X] EXISTING CONDITIONS PLANS 05
- [X] DEMOLITION PLANS 06
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- [X] FINAL SITE PLAN 09
- [X] DRAINAGE AND GRADING PLAN 10
- [X] CROSS SECTIONS 11
- [X] UTILITY PLAN 12
- [X] DRAINAGE DETAILS 13
- [X] WATER DETAILS 14
- [X] SANITARY DETAILS 15

[X] INCLUDED IN THIS SET

EROSION CONTROL REQUIRED
Per C.O.B. L.D.P. Section 4.1.5.3.c

City of Bradenton
Roll-off Containers Service
call (941) 708-6340 or
708-6348

811 KNOW WHAT'S BELOW
1-800-432-4770
IT'S THE LAW IN FLORIDA

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CITY OF BRADENTON
PUBLIC WORKS
SEWER
WATER
DRAINAGE
STREETS
SANITATION
ELECTRIC
FIRE
DEPT. APPROVED
PUBLIC WORKS

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

PREPARED FOR:
NDC CONSTRUCTION
1001 3RD AVE WEST
BRADENTON, FL 34205

RECEIVED Bradenton APR 05 2023 Engineering

RECEIVED Bradenton MAY 03 2023 Engineering

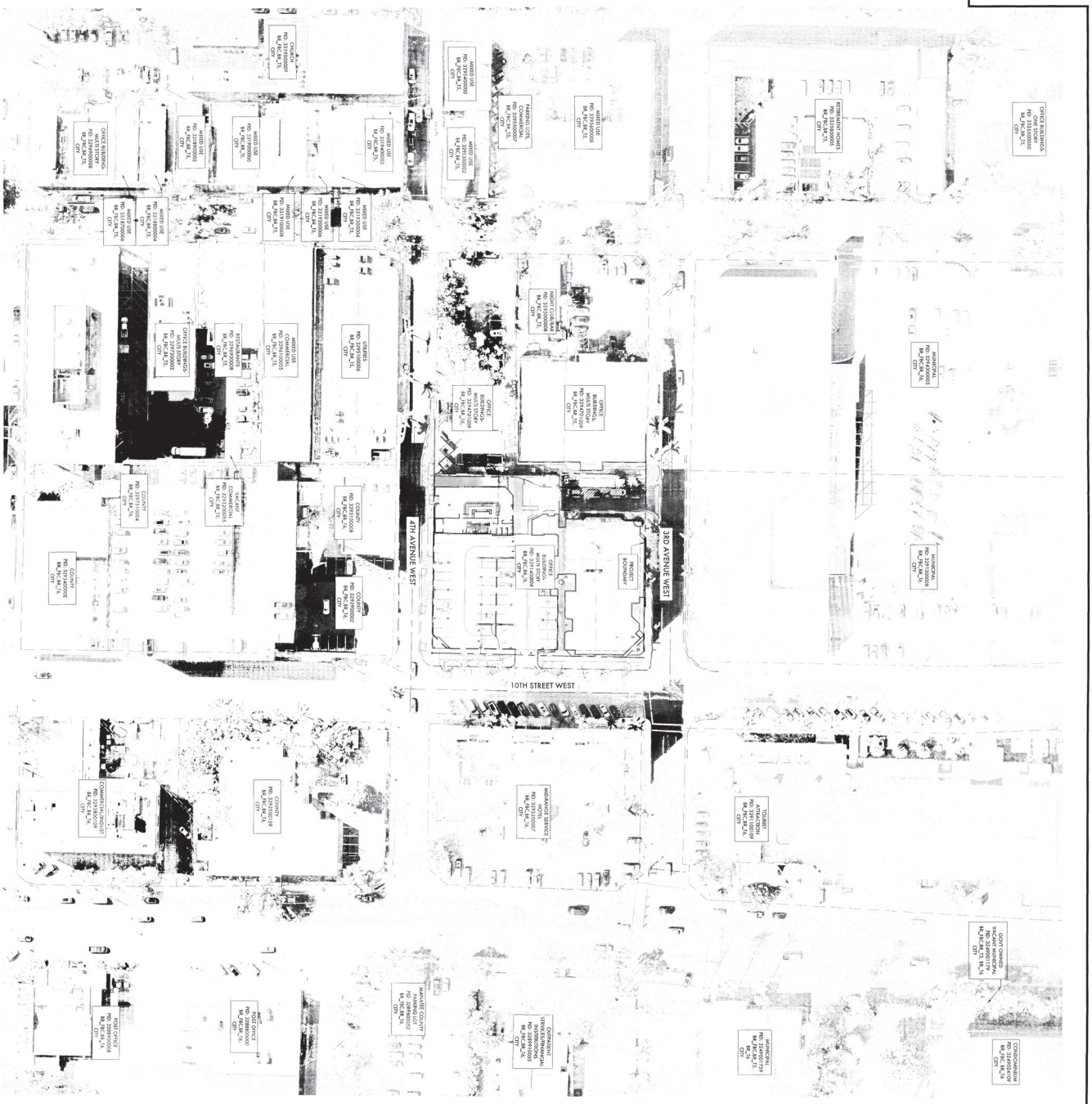
PROJECT DATA:
THE DISTILLERY
45316

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ROBERT LEE HANCHEY
ENGINEERING, ENGINEER
No. 87486
STATE OF
FLORIDA
4/4/2023
PROFESSIONAL ENGINEER

Mon, 24 Apr 2023 – 10.35am V:\ocad\DISTILLERY (45316)\ENG\SIP\DIS–COV.dwg

Fri, 21 Apr 2023 – 10:24am V:\acad\distillery (45316)\ENG\SIP\DIS-AER.dwg



GRAPHIC SCALE IN FEET
50 0 25 50 100
1" = 50'

DESIGNED: RVK
DRAWN: TT
DATE: 10/2022
JOB NO.: 45316
SCALE: 1"=50'
SHEET: 02

AERIAL SITE PLAN
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

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REVISIONS
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ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
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E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

ROBERT LEE MARSHALL
LICENSED
No. 67486
STATE OF FLORIDA
PROFESSIONAL ENGINEER

GENERAL NOTES

REFERENCED DATA

1. TOPOGRAPHIC SURVEY PERFORMED BY ZNS SURVEYING AND MAPPING. A LICENSED PROFESSIONAL LAND SURVEYOR. DATED APRIL 14, 2022.
2. THE SURVEY INFORMATION CONTAINED HEREIN WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. EXISTING CONTOURS SHOWN REPRESENT INTERPOLATIONS/EXTRAPOLATIONS FROM THE BEST AVAILABLE SURVEY DATA. ALL RISKS RESULTING FROM THE USE OR INTERPRETATION OF THE SURVEY DATA SHOWN SHALL BE BORNE BY THE CONTRACTOR.

GENERAL

3. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS (FDEP. SWFWMD. ETC) OBTAINED FOR THIS PROJECT.
4. ALL PROPOSED CONSTRUCTION SHALL COMPLY WITH THE CITY OF BRADENTON PUBLIC WORKS AND UTILITIES INFRASTRUCTURE SPECIFICATIONS.
5. CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE PROJECT AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
6. THE CONTRACTOR IS ADVISED NOT TO SCALE FROM DRAWINGS BUT TO FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS OF SPECIFIED AND FURNISHED PRODUCTS AND MATERIALS TAKE PRECEDENCE OVER DIMENSIONS INDICATED ON THE DRAWINGS. IF SIGNIFICANT DEVIATIONS OCCUR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO CONSTRUCTION FOR A DETERMINATION AND RESOLUTION.

CONSTRUCTION LAYOUT/LIMITS OF CONSTRUCTION

7. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT. PROOF OF LICENSE SHALL BE SUBMITTED TO THE ENGINEER BEFORE BEGINNING LAYOUT.
8. NO DISTURBANCE SHALL BE ALLOWED OUTSIDE OF THE RIGHT OF WAYS AND/OR THE LIMITS OF CONSTRUCTION SHOWN ON THE DRAWINGS UNLESS APPROVED BY THE OWNER OR SPECIFICALLY NOTED ON THE DRAWINGS.

EXISTING CONDITIONS

9. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC, WHICH ARE WITHIN THE PROJECT AREA. CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, TYPES, AND CONDITIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.
10. PRIOR TO SHOP DRAWING PREPARATION AND SUBMITTAL AND PURCHASE OF RELATED MATERIALS, THE CONTRACTOR SHALL FIELD VERIFY (POT HOLE) EXISTING UTILITIES (LOCATION, SIZE, MATERIALS OF CONSTRUCTION, OUTSIDE DIAMETER, WALL THICKNESS, ROUNDNESS, ELEVATIONS, ETC.) TO WHICH CONNECTION(S) WILL BE MADE. CONTRACTOR SHALL INCLUDE FIELD MEASUREMENTS ON SHOP DRAWINGS.
11. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER IN WRITING IMMEDIATELY IF CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL ACCURATELY RECORD ANY SUCH CONFLICTS ON THE RECORD DRAWINGS.
12. ANY PROPERTY CORNERS, MONUMENTS, OR BENCH MARKS WITHIN THE PROJECT AREA SHALL BE PROTECTED UNLESS OTHERWISE INDICATED FOR DEMOLITION. IF ANY SUCH ITEMS ARE IN DANGER OF DAMAGE OR HAVE BEEN DAMAGED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER IMMEDIATELY AND REPLACE/RESTORE THESE ITEMS AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES TO SELF PERFORM THE WORK OR INCURS RELATED EXPENSES, THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR ALL COSTS ASSOCIATED WITH THE EFFORT.

UTILITY COORDINATION

13. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL EXISTING UTILITIES LOCATED. THE PHONE NUMBER IS 1-800-432-4770 AND THE WEB SITE IS WWW.CALLSUNSHINE.COM. IN INSTANCES WHERE DIGGING OCCURS IN WETLANDS, THE NOTIFICATION PERIOD SHALL BE INCREASED FROM AT LEAST 48 HOURS TO AT LEAST 10 DAYS.
14. FLORIDA LAW (FS 553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC STREETS, ALLEYS, RIGHT-OF-WAYS OR UTILITY EASEMENTS MUST FIRST OBTAIN INFORMATION ON LOCATIONS OF UNDERGROUND GAS PIPELINES.
15. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
16. THE CONTRACTOR IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (EXPOSED OR UNEXPOSED) THAT MAY BE IMPACTED BY HIS WORK.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING POWER/TELEPHONE COMPANIES AND ARRANGING TO HAVE UTILITIES POLES HELD AND/OR GUY WIRES REMOVED AND REPLACED. IF NECESSARY FOR CONSTRUCTION. AT NO ADDITIONAL COST TO THE OWNER.
18. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC WORKS AND UTILITIES INFRASTRUCTURE SPECIFICATIONS.

SAFETY

19. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT.
20. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

RESTORATION

21. ALL PAVING, STABILIZED EARTH, DRIVEWAYS, CURBS, SIDEWALKS, FENCES, SOD, LANDSCAPING, CULVERTS, ETC. DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

ACCESS/MAINTENANCE OF FACILITIES

22. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL EXISTING UTILITIES/FACILITIES AND MAINTAIN UNINTERRUPTED SERVICES THROUGHOUT THE CONTRACT PERIOD.

PIPING NOTES

23. LAY PIPE TO UNIFORM GRADE BETWEEN INDICATED ELEVATION POINTS. CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS.
24. SIZE OF FITTINGS SHOWN ON PLANS SHALL CORRESPOND TO THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE. TYPE OF JOINT AND FITTING MATERIAL SHALL BE AS SPECIFIED FOR THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE.
25. PIPE HANGERS AND SUPPORTS ARE NOT SHOWN UNLESS A SPECIAL TYPE OR CONFIGURATION IS REQUIRED. FINAL SUPPORTS. LOCATIONS, AND TYPES SHALL BE DETERMINED BY THE CONTRACTOR AND INCLUDED IN THE PIPELINE DRAWING SUBMITTALS FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO INSTALLATION. MAXIMUM SPACING SHALL BE AS SPECIFIED.

UTILITY SEPARATION

26. EACH PROPOSED UTILITY SHALL BE LAID TO ACHIEVE THE MINIMUM HORIZONTAL SEPARATION BETWEEN IT AND OTHER UTILITIES IN ACCORDANCE WITH THE TYPICAL UTILITY HORIZONTAL SEPARATION DETAIL AND FDEP REQUIREMENTS.
27. AT LOCATIONS WHERE A PROPOSED UTILITY CROSSES ANOTHER UTILITY, THE PROPOSED UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE TYPICAL UTILITY CONFLICT DETAIL AND FDEP REQUIREMENTS.
28. IN THE EVENT THAT A UTILITY CONFLICT CAN NOT BE RESOLVED BY MAKING A MINOR ROUTE ADJUSTMENT OR BY UTILIZING THE TYPICAL UTILITY CONFLICT DETAIL. THE CONTRACTOR SHALL SUBMIT A RELOCATION PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK. ALL RELOCATIONS EFFORTS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER AND ANY AFFECTED UTILITY COMPANIES.

MAINTENANCE OF TRAFFIC

29. THE CONTRACTOR SHALL REFER TO THE "2010 FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS" FOR FDOT DESIGN INDEXES AND 2010 "FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS SUPPLEMENTS TO THE INFORMATION AND DETAILS PROVIDED IN THESE CONSTRUCTION DRAWINGS.
30. ALL REFERENCED FDOT STANDARD INDEX DRAWINGS CAN BE FOUND AT WWW.DOT.STATE.FL.US/RDDESIGN/DESIGNSTANDARDS/STANDARDS.SHTM.
31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.
32. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT STANDARD INDEX 600 SERIES AND THE TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES THROUGHOUT THE PROJECT. ONE TRAFFIC LANE MUST BE MAINTAINED AT ALL TIMES WITH USE OF FLAGGER. ALL TRAFFIC LANES MUST BE OPEN FOR TRAFFIC AT THE CLOSE OF WORKDAYS. ALL SIGNING, BARRICADES, LIGHTING, AND FLAGGERS SHALL BE INCLUDED IN THE LUMP SUM COST.
33. ALL PAVEMENT MARKINGS SHALL MEET CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. STANDARDS. AND SHALL BE PAINTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION 710.
34. ALL EXISTING SIGNS AND MAILBOXES SHALL BE REMOVED AND REPLACED AS REQUIRED DURING CONSTRUCTION.

PAVING

35. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OF FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
36. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THAT CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
37. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
38. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED. THE CONTRACTOR SHALL SAW CUT A MINIMUM 2' DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
39. IF NEW PAVEMENT MEETS THE EXISTING PAVEMENT. THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2' DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
40. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
41. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.
42. THE NEW SIDEWALK SHALL MATCH THE EXISTING PROJECT COLORING AND PATTERN OF THE EXISTING ADJACENT SIDEWALK.

DESCRIPTION: PARCEL A (O.R.B. 1837, PG. 6996)

THAT PART OF BLOCK C OF SMITH'S ADDITION TO BRADENTON, AS RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY MOST LINE OF RIVERVIEW CENTER, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 14, PAGE 121, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND ITS SOUTHERLY PROLONGATION; SAID EASTERLY LINE ALSO BEING THE EAST LINE OF THE WEST 10.00 FEET OF SAID BLOCK C, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF SAID BLOCK C; THENCE S 89°47'40" W, ALONG THE SOUTH LINE OF SAID BLOCK C, A DISTANCE OF 191.23 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE EASTERLYMOST LINE OF SAID RIVERVIEW CENTER CONDOMINIUM, SAID POINT ALSO BEING THE S.E. CORNER OF THE WEST 10.00 FEET OF SAID BLOCK C; THENCE N 00°06'12" E, A DISTANCE OF 219.67 FEET TO THE N.E. CORNER OF SAID RIVERVIEW CENTER CONDOMINIUM, SAID CORNER ALSO BEING THE N.E. CORNER OF THE WEST 10.00 FEET OF SAID BLOCK C; THENCE N 89°39'01" E, A DISTANCE OF 191.53 FEET TO THE N.E. CORNER OF SAID BLOCK C; THENCE S 00°10'44" W, A DISTANCE OF 220.15 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

WHICH LANDS CONSIST OF TWO PARCELS:

PARCEL 1 DESCRIBED AS: ALL OF LOTS 1, 2, 4, 5, 6 & 8, AND LOT 3, LESS THE WEST 10 FEET, AND THE EAST 30 FEET OF LOT 7, BLOCK C, SMITH'S ADDITION TO BRADENTON, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2 DESCRIBED AS: THE EAST 10 FEET OF THE WEST 20 FEET OF LOT 7, BLOCK C, SMITH'S ADDITION TO BRADENTON, AS RECORDED ON PAGE 135 OF PLAT BOOK 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING ADJACENT THERETO.

CONTAINING 42086 SQ. FT. (0.97 ACRES)

DESCRIPTION: PARCEL B (O.R.B. 1902, PG. 1531)

COMMENCE AT THE SOUTHWEST OF THE LOT 7, BLOCK C. SMITH'S ADDITION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 135 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°45'00"E, ALONG THE SOUTH LINE OF SAID LOT 7, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 10.00 FEET OF SAID LOT 7; THENCE N00°18'25"E, ALONG THE EAST LINE OF SAID WEST 10.00 FEET, A DISTANCE OF 11.95 FEET TO THE MOST EASTERLY CORNER POST OF A FENCE ENCLOSURE SURROUNDING A CONCRETE DUMPSTER PAD, SAID MOST EASTERLY CORNER, POST BEING THE **POINT OF BEGINNING**; THENCE AROUND THE OUTSIDE EXTREMITIES OF SAID FENCE ENCLOSURE, INCLUSIVE OF ALL FENCE AND POSTS, THE FOLLOWING FOUR COURSES AND DISTANCES; N45°06'11"W, 11.10 FEET; S44°53'49W, 10.90 FEET; S45°06'11"E, 11.10 FEET; THENCE N44°53'49"E, 10.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 120 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST OF THE LOT 7, BLOCK C, SMITH'S ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 135 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°45'00"E, ALONG THE SOUTH LINE OF SAID LOT 7, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 10.00 FEET OF SAID LOT 7; THENCE N00°18'25"E, ALONG THE EAST LINE OF SAID WEST 10.00 FEET, A DISTANCE OF 11.95 FEET; THENCE S44°53'49"W, 10.90 FEET; THENCE N45°06'11"W, 11.10 FEET; THENCE S42°26'19"W, 9.85 FEET; THENCE S00°15'00"E, 4.89 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE WEST; THENCE N89°45'00"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 12.12 FEET TO THE POINT OF BEGINNING.

(UPDATED 2/15/23) UTILITY CONTACT INFORMATION:

ORGANIZATION	UTILITY TYPE(S)	CONTACT AND TITLE	TELEPHONE NUMBER
CHARTER COMMUNICATIONS	CATV	USIC DISPATCH	(800) 778-9140
CITY OF BRADENTON	SEWER, WATER	JIM MCLELLAN	(941) 462-1989
FLORIDA POWER AND LIGHT TRANSMISSION	ELECTRIC	USIC DISPATCH	(800) 778-9140
FRONTIER COMMUNICATIONS	CATV, COMMUNICATION LINES	USIC DISPATCH	(800) 778-9140
MCI	COMMUNICATIONL INES, FIBER	FIELD CONTACTS	(800) 624-9675
CROWN CASTLE NG	FIBER	STAKE CENTER LOCATION DISPATCHER	(801) 364-1063
TECO PEOPLES GAS-SARASOTA	GAS	ASH MCDANIEL	(831) 743-7807
UNITI FIBER LLC	FIBER	SOUTHERN LIGHT EMERGENCY DISPATCH	(877) 652-2321

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
201 9th AVENUE EAST BRADENTON, FL 34208 (941) 748-3293
E-MAIL: ZNSENG@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

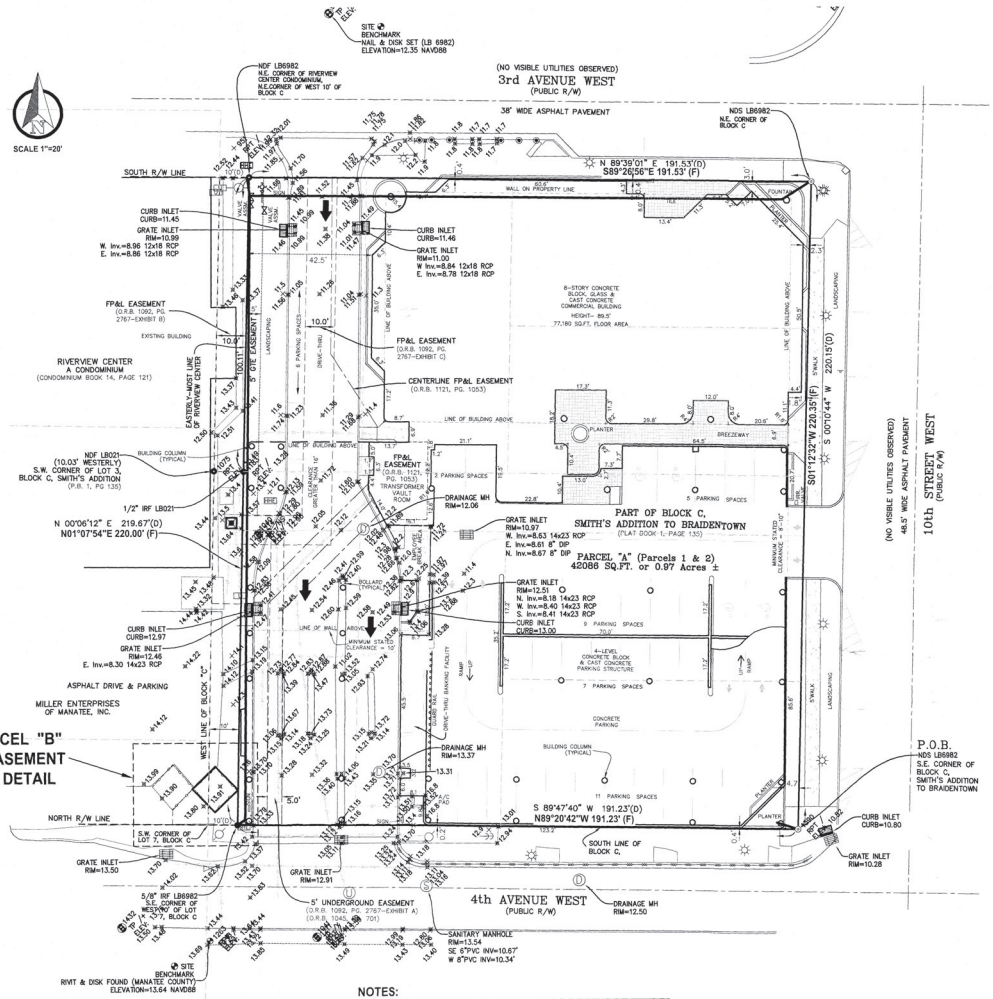
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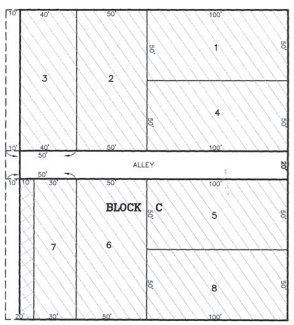
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GENERAL NOTES
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: RJM
DRAWN: JT
DATE: 10/7/2022
JOB NO: 45316
SCALE: N/A
SHEET: 01

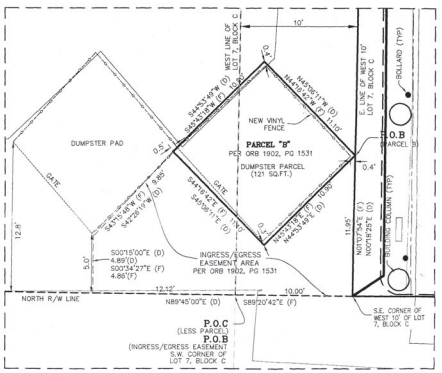
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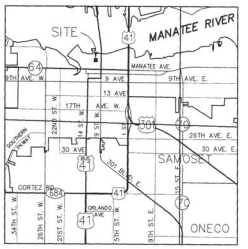


SMITH'S ADDITIONS TO BRADENTON
PLAT BOOK 1, PAGE 135
N.T.S.

PARCEL 1 PARCEL 2



DETAIL OF OFFICIAL RECORDS
BOOK 1902, PG 1531 (PARCEL "B")
SCALE: 1"=5'



LOCATION SKETCH
N.T.S.

DESCRIPTION: PARCEL A (O.R.B. 1837, PG. 6996)

THAT PART OF BLOCK C OF SMITH'S ADDITION TO BRADENTON, AS RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY MOST LINE OF RIVERVIEW CENTER, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 14, PAGE 121, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND ITS SOUTHERLY PROLONGATION; SAID EASTERLY LINE ALSO BEING THE EAST LINE OF THE WEST 10.00 FEET OF SAID BLOCK C, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF SAID BLOCK C; THENCE S 89°47'40" W, ALONG THE SOUTH LINE OF SAID BLOCK C, A DISTANCE OF 191.23 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE EASTERLY MOST LINE OF SAID RIVERVIEW CENTER CONDOMINIUM, SAID POINT ALSO BEING THE S.E. CORNER OF THE WEST 10.00 FEET OF SAID BLOCK C; THENCE N 00°06'12" E, A DISTANCE OF 219.67 FEET TO THE N.E. CORNER OF SAID RIVERVIEW CENTER CONDOMINIUM, SAID CORNER ALSO BEING THE N.E. CORNER OF THE WEST 10.00 FEET OF SAID BLOCK C; THENCE N 89°39'01" E, A DISTANCE OF 191.53 FEET TO THE N.E. CORNER OF SAID BLOCK C; THENCE S 00°10'44" W, A DISTANCE OF 220.15 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

WHICH LANDS CONSIST OF TWO PARCELS:

PARCEL 1 DESCRIBED AS: ALL OF LOTS 1, 2, 4, 5, 6 & 8, AND LOT 3, LESS THE WEST 10 FEET, AND THE EAST 30 FEET OF LOT 7, BLOCK C, SMITH'S ADDITION TO BRADENTON, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2 DESCRIBED AS: THE EAST 10 FEET OF THE WEST 20 FEET OF LOT 7, BLOCK C, SMITH'S ADDITION TO BRADENTON, AS RECORDED ON PAGE 135 OF PLAT BOOK 1, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING ADJACENT THERETO. CONTAINING 42086 SQ. FT. (0.97 ACRES)

DESCRIPTION: PARCEL B (O.R.B. 1902, PG. 1531)

COMMENCE AT THE SOUTHWEST OF THE LOT 7, BLOCK C, SMITH'S ADDITION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 135 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°45'00"E, ALONG THE SOUTH LINE OF SAID LOT 7, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF 4TH AVENUE WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 10.00 FEET OF SAID LOT 7; THENCE N00°18'25"E, ALONG THE EAST LINE OF SAID WEST 10.00 FEET, A DISTANCE OF 11.95 FEET TO THE MOST EASTERLY CORNER POST OF A FENCE ENCLOSURE SURROUNDING A CONCRETE DUMPSTER PAD, SAID MOST EASTERLY CORNER, POST BEING THE POINT OF BEGINNING; THENCE AROUND THE OUTSIDE EXTREMITIES OF SAID FENCE ENCLOSURE, INCLUSIVE OF ALL FENCE AND POSTS, THE FOLLOWING FOUR COURSES AND DISTANCES; N45°06'11"W, 11.10 FEET; S44°53'49W, 10.90 FEET; S45°06'11"E, 11.10 FEET; THENCE N44°53'49"E, 10.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 120 SQUARE FEET, MORE OR LESS.

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NOTES:

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, AS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (2011). CONTROL FOR THIS SURVEY WAS ESTABLISHED USING REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM (RTK GPS) OBSERVATIONS WITH CORRECTION SIGNALS PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), VIRTUAL REFERENCE STATION (VRS) DERIVING A BEARING OF S89°26'56"E FOR THE SOUTH RIGHT-OF-WAY LINE OF 3RD AVENUE WEST.
2. IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, FOUNDATIONS, SUBSURFACE IMPROVEMENTS AND LANDSCAPE FEATURES, ETC., HAVE NOT BEEN LOCATED EXCEPT AS SHOWN.
3. THE PROPERTY LIES WITHIN FLOOD ZONE "X", BASE FLOOD ELEVATION NOT DETERMINED, AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL No. 12081C0302F DATED 08/10/2021.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE OR TITLE POLICY
5. BEARINGS AND DISTANCES ARE FIELD MEASUREMENTS UNLESS NOTED OTHERWISE.
6. THIS SURVEY IS A GRAPHIC DEPICTION OF THE CURRENT BOUNDARY AND VISIBLE IMPROVEMENTS IN ACCORDANCE WITH THE DESCRIPTION SHOWN HEREON AND MAY NOR REFLECT OWNERSHIP.
7. THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY THAT ARE NOT SHOWN HEREON THAT MAY (OR MAY NOT) BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THE UNDERSIGNED HAS NOT PERFORMED AN INDEPENDENT SEARCH FOR ADDITIONAL RECORDS.
8. THE PRINTED DIMENSIONS SHOWN ON THIS SURVEY SUPERCEDE ANY SCALED DIMENSIONS; THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.
9. "CERTIFICATION" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND THAT IS IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
10. THIS SURVEY REPRESENTS THE BOUNDARY & TOPOGRAPHIC CONDITIONS AS OF THE LAST DATE OF THE FIELD SURVEY ONLY, AND NOT THE SIGNATURE DATE (IF ANY). DATE OF FIELD SURVEY 04/14/2022.
11. INTERIOR IMPROVEMENTS WERE NOT LOCATED EXCEPT AS SHOWN.
12. ZNS ENGINEERING AND THE UNDERSIGNED MAKE NO REPRESENTATIONS OR GUARANTEES PERTAINING TO EASEMENTS, RIGHT-OF-WAY, SET BACK LINES, RESERVATIONS AND AGREEMENTS.
13. ELEVATIONS SHOWN HEREON ARE NAVD88 AND REFER TO FLDEP BENCHMARK 6247 B (PID DL1768) PUBLISHED ELEVATION = 5.00 NAVD88
14. UNDERGROUND UTILITIES SHOW HEREON ARE BASED ON PAINT MARKS MARKED BY OTHERS AND FIELD LOCATED BY ZNS ON 04/14/2022.

LEGEND

⊕	BENCHMARK	———	BOUNDARY LINE
○	IRON ROD SET (IRS) (LB 6982)	- - -	RIGHT-OF-WAY LINE
●	IRON ROD FOUND (IRF)	——W——	UNDERGROUND WATERLINE
⊙	NAIL & DISK SET (NDS) (LB 6982)	——UT——	MISCELLANEOUS UNDERGROUND UTILITY LINE
◉	NAIL & DISK FOUND (NDF)	——FO——	UNDERGROUND FIBER OPTICS LINE
Ⓓ	DRAINAGE MANHOLE	——E——	UNDERGROUND ELECTRIC
Ⓤ	UTILITY MANHOLE	——FW——	FLOW LINE/EDGE OF WATER
▭	UTILITY BOX	——GR——	GUARD RAIL
▭	ELECTRIC HAND HOLE	R/W	RIGHT-OF-WAY
○	UTILITY POLE	INV	INVERT
☼	LIGHT POLE	(D)	DEED DATA
▣	TRANSFORMER	(F)	FIELD DATA
⊸	BACK FLOW PREVENTER	NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
◉	BOLLARD	PID	PARCEL IDENTIFICATION (NUMBER)
⊢	GUY WIRE	LB	LICENSED BUSINESS
⊣	SIGN POST	PSM	PROFESSIONAL SURVEYOR & MAPPER
		LS	LICENSED SURVEYOR
		RCP	REINFORCED CONCRETE PIPE
		DIP	DUCTILE IRON PIPE
		ORB	OFFICIAL RECORDS BOOK
		PG	PAGE NO.

BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY

OF

A PARCEL OF LAND

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

FLORIDA CERTIFICATE No. PSM 6809
DATE: 05-03-2022

BY: _____
KAVIN C. WILMOTH, P.S.M.

IF PRINTED THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED

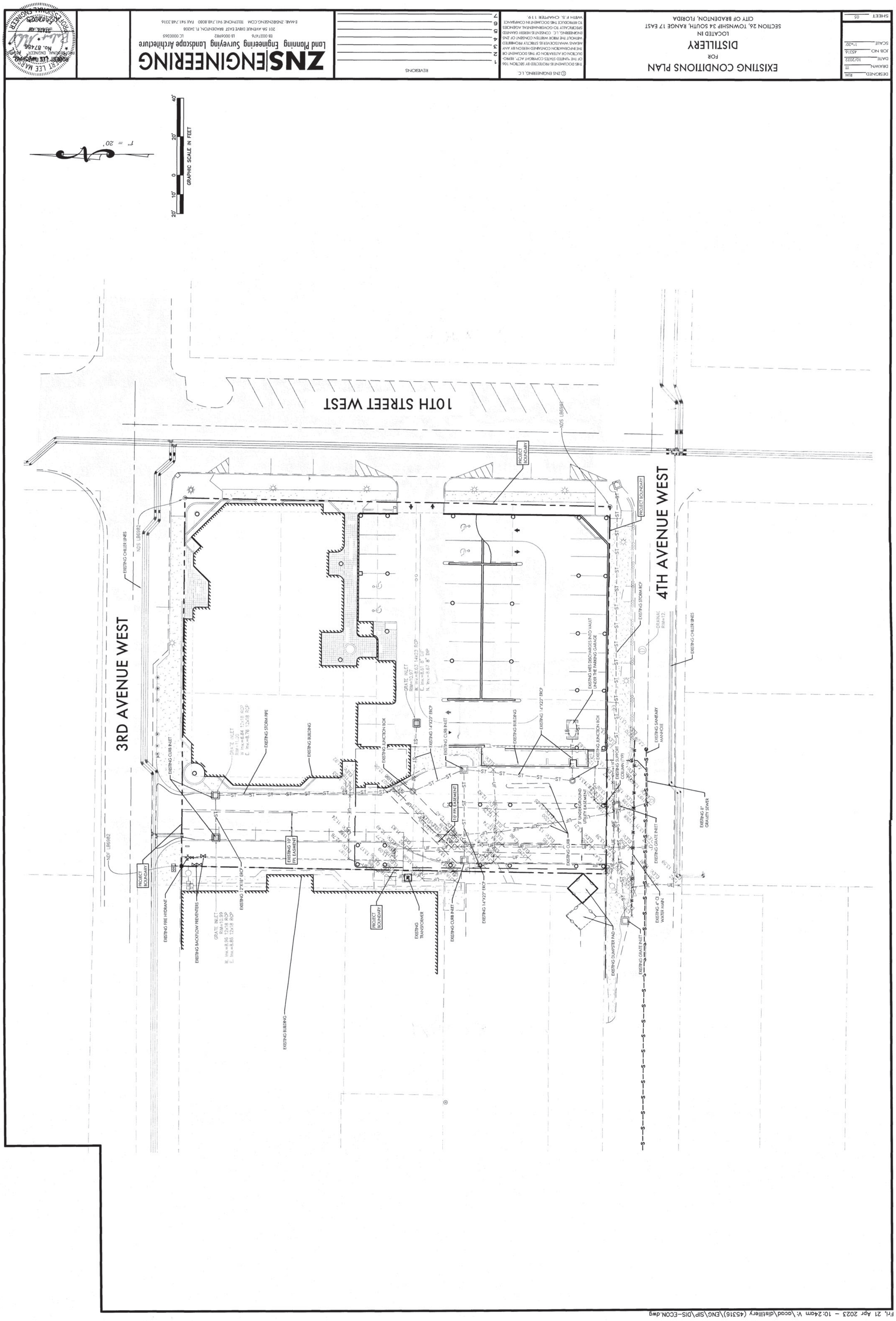
REVISION	BY	DATE
ADD SANITARY MANHOLE INFO	KCW	04-14-2023

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DRAWN BY DML FIELD BY BURKE JOB NO. 45316 DATE 04-14-2022 SCALE 1:20 SHEET 1 OF 1

T:_2021\45316 The Distillery\Survey\45316 DISTILLERY B&T.dwg

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EXISTING CONDITIONS PLAN
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA
ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
REVISIONS
GRAPHIC SCALE IN FEET
1" = 20'
10TH STREET WEST
3RD AVENUE WEST
4TH AVENUE WEST
PROJECT BOUNDARY
EXISTING BUILDING
EXISTING STORM PIPE
EXISTING FIRE HYDRANT
EXISTING BACKFLOW PREVENTERS
EXISTING TRANSFORMER
EXISTING DUMPSTER PAD
EXISTING GRATE INLET
EXISTING CURB INLET
EXISTING JUNCTION BOX
EXISTING SANITARY MANHOLE
EXISTING 8" GRAVITY SEWER
EXISTING CHILLER LINES

GRAPHIC SCALE IN FEET
40' 20' 0 10' 20'

1" = 20'

DESIGNED BJM
DRAWN TT
DATE 10/2022
JOB NO 4531.6
SCALE 1"=20'
SHEET 06

DEMOLITION PLANS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

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ROBERT LEE MASSEY
STATE OF FLORIDA
No. 67486
STATE OF FLORIDA
4/27/23

Wed, 03 May 2023 – 7:12am V:\acad\distillery (4531.6)\ENG\SIP\DIS-DEMO.dwg

BEST MANAGEMENT PRACTICES PLAN
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

SHEET 07
SCALE 1"=20'
JOB NO. 4531A
DATE 10/2022
DRAWN BJH
DESIGNED JT

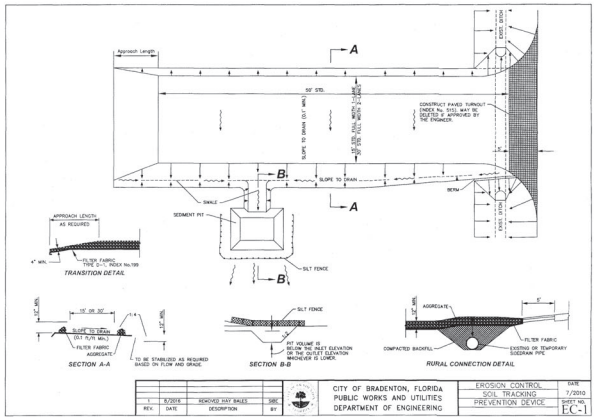
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JOSEPH LEE MARSHALL
No. 87488
STATE OF FLORIDA
REGISTERED LANDSCAPE ARCHITECT

Fri, 21 Apr 2023 – 10:24am V:\ccod\distillery (4531G)\ENG\SP\DIS-BMP.dwg



REV.	DATE	DESCRIPTION	BY
1	8/2016	REMOVED HAY BALES	SBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF EINGINEERING

EROSION CONTROL
SOIL TRACKING
PREVENTION DEVICE

DATE 7/2010
SHEET NO. EC-1

NOTES:

1. CONTRACTOR TO INSURE THAT DEWATERING ACTIVITIES DO NOT CAUSE EROSION AND THAT SUMP IS UTILIZED TO ALLOW FOR PARTICLE SEDIMENTATION. IF ANY TURBID DISCHARGES ARE OBSERVED, CONTRACTOR IS TO NOTIFY ENGINEER AND CORRECTIVE ACTIONS WILL BE PRESCRIBED.
2. SEDIMENT SUMPS AND DISCHARGE EROSION CONTROL ARE TO BE IMPLEMENTED BEFORE ANY DEWATERING ACTIVITIES OR EARTHWORK CONSTRUCTION.
   DEWATERING SYSTEMS SHALL BE INSPECTED BY CITY OF BRADENTON DEPARTMENT OF PUBLIC WORKS AND UTILITIES (941-708-6300) PRIOR TO INITIATION OF ANY DEWATERING/OFF-SITE DISCHARGES.
   STORMWATER TREATMENT FACILITIES INCLUDING OUTFALLS PER DETAIL ARE TO BE CONSTRUCTED AFTER SEDIMENT SUMPS.
3. SUMP SIZE BASED UPON MAXIMUM DEWATERING DISCHARGE OF 5 cfs. CONTRACTOR IS TO NOTIFY ENGINEER IF GREATER DISCHARGE IS PROPOSED SO SUMP SIZE CAN BE RECALCULATED PER SWFWMD SECTION .3.2.4.d.
4. DEWATERING WITHDRAWALS ARE TO BE FROM THE TOP OF THE WATER AREAS TO ALLOW FOR THE ADEQUATE SETTLING OF PARTICLES AND INSURE WATER QUALITY.
5. CONTRACTOR IS TO NOTIFY SWFWMD OF ANY MODIFICATIONS PROPOSED BY THE CONTRACTOR TO THE DEWATERING PLAN. CONTRACTOR IS RESPONSIBLE FOR PREPARATION OF ANY REQUIRED PLANS AND PROCESSING OF SAME.
6. DISCHARGE FROM SUMPS SHOULD MAXIMIZE OVERLAND FLOW PRIOR TO ENTERING OUTFALL. CONTRACTOR IS RESPONSIBLE FOR UTILIZING ADEQUATE MEASURES AT DISCHARGE LOCATIONS TO MINIMIZE SILTATION RUNOFF AND PREVENT SCOURING.

   CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND INSPECTIONS FOR COMPLIANCE WITH THE "STORMWATER POLLUTION PREVENTION PLAN" AND THE "FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" DURING CONSTRUCTION. "STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORMS" TO BE USED TO DOCUMENT AND CERTIFY INSPECTIONS. INSPECTIONS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER. THE "STORMWATER POLLUTION PREVENTION PLAN", "STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORMS" AND THE "FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FOR FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" TO BE LOCATED AT THE OFFICE OF THE PROJECT OWNER/OPERATOR.

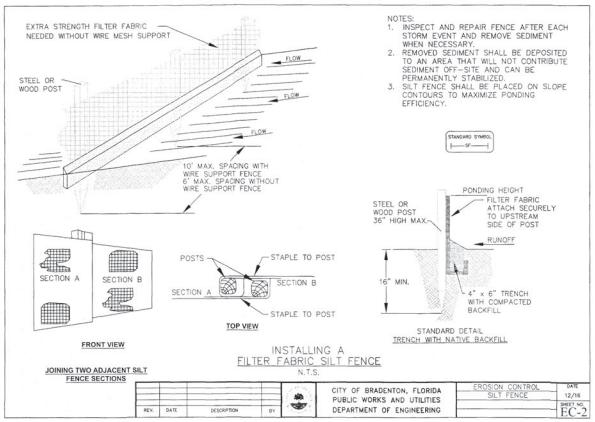
   THE EXPECTED DURATION OF THE DEWATERING PROCESSES IS APPROXIMATELY 90 DAYS, WHICH WILL NOT REQUIRE A WATER USE PERMIT. DEWATERING ACTIVITIES EXCEEDING 120 DAYS SHALL REQUIRE A WATER USE PERMIT.

   SEDIMENT SUMP COMPUTATIONS
   MAX PARTICLE DIAMETER = d = 0.01 cm
   SETTLING VELOCITY = V = 0.023 fps
   FLOW THROUGH VELOCITY = V = 0.53 fps
   ASSUMED DEWATERING DISCHARGE RATE = Q = 5 cfs
   ASSUMED SUMP DEPTH = H = 2 ft
   L = LENGTH OF SUMP
   W = WIDTH OF SUMP

   $L = \frac{H*V_f}{V_s} = \frac{2*0.53}{0.023}$

   $W = \frac{Q}{H*V_f} = \frac{5}{2*0.53}$

   USE SUMP = 50' X 5' X 2'
7. EROSION CONTROL MEASURES SHALL BE IN PLACE AND APPROVED BY THE CITY INSPECTOR PRIOR TO ANY SITE WORK TAKING PLACE. REVISIONS TO THE EROSION CONTROL PLAN, AS REQUIRED BY THE CITY INSPECTOR BASED ON FIELD CONDITIONS, SHALL BE INCLUDED PRIOR TO CITY APPROVAL.



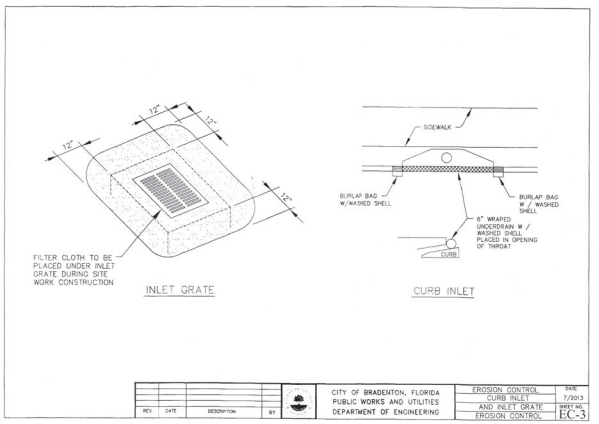
INSTALLING A
FILTER FABRIC SILT FENCE
N.T.S.

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

EROSION CONTROL
SILT FENCE

DATE 12/16
SHEET NO. EC-2



REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

EROSION CONTROL
CURB INLET
AND INLET GRATE
EROSION CONTROL

DATE 7/2013
SHEET NO. EC-3

LEE MARSHALL ROBERT JOST
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 67496
ENGINEERING CERTIFICATE OF AUTHORIZATION
No. 27599

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BEST MANAGEMENT PRACTICES DETAILS

FOR

DISTILLERY

LOCATED IN

SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: BJH
DRAWN: TT
DATE: 10/2022
JOB NO.: 45316
SCALE: N/A

SHEET 08

Fri, 21 Apr, 2023 – 10:24am W:\acad\distillery (45316)\ENG\SWPPP\05-BMP.dwg

DESIGNED: RM
DRAWN: TT
DATE: 10/2022
JOB NO: 4531.6
SCALE: 1"=30'
SHEET: 09

FINAL SITE PLAN
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

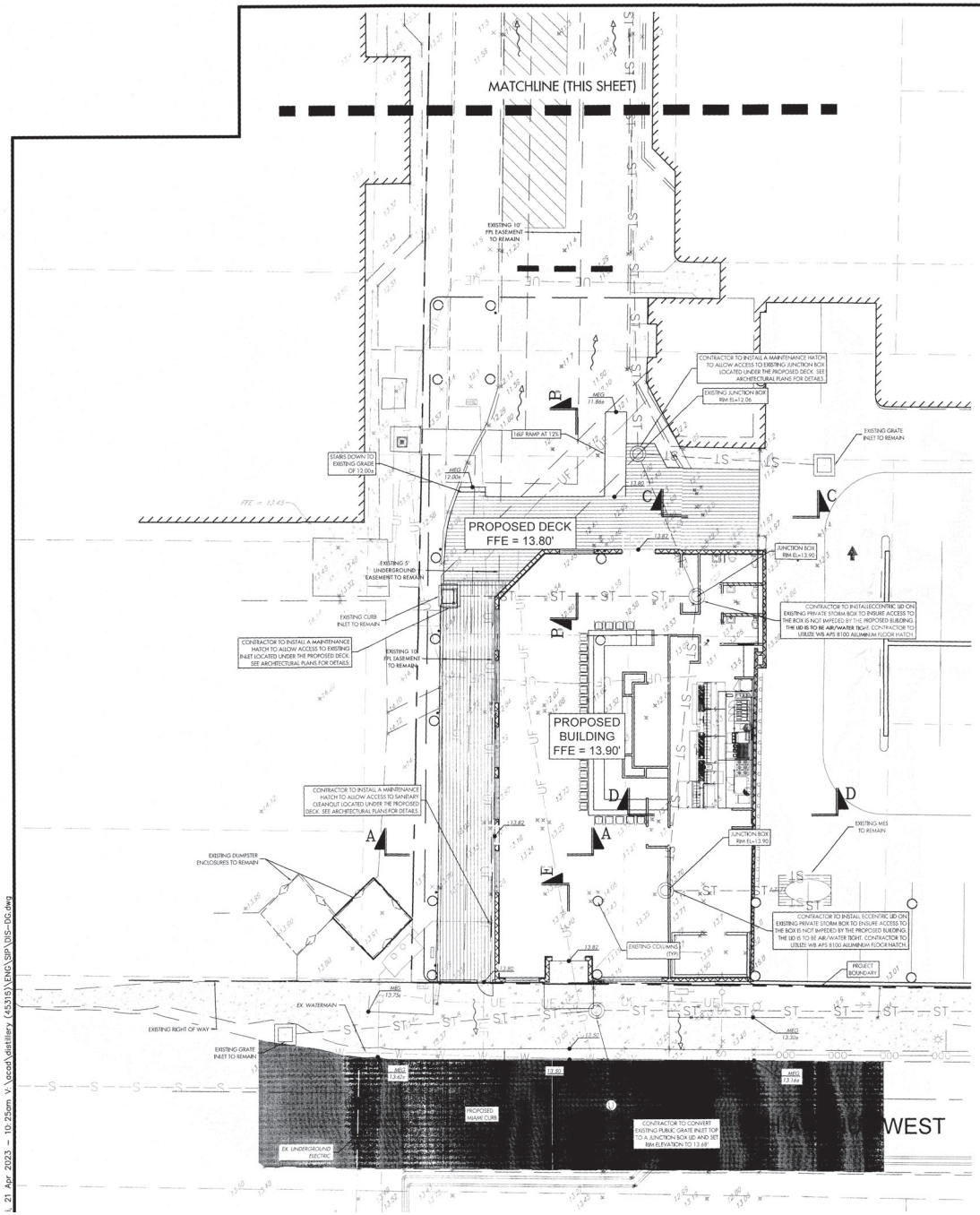
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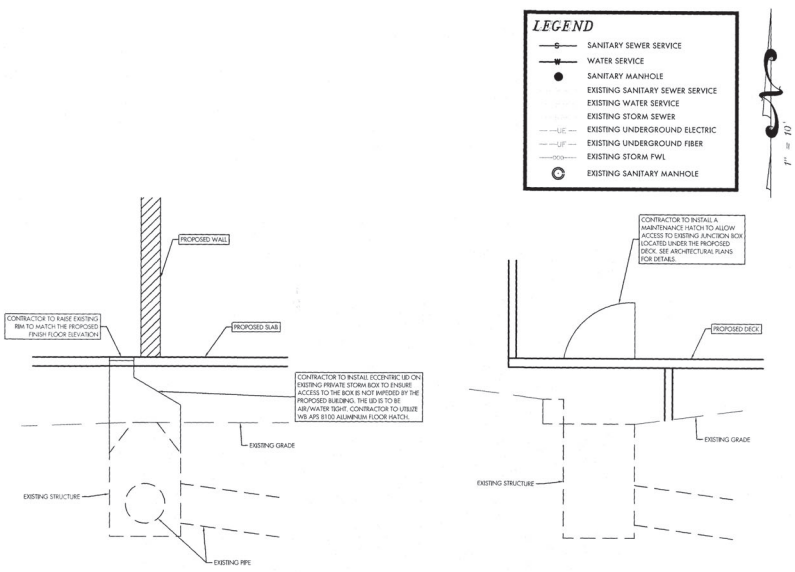
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201 3A AVENUE EAST BRADENTON, FL 34208

NOTE:
THE NEW SIDEWALK SHALL MATCH THE EXISTING PROJECT COLORING AND PATTERN OF THE EXISTING ADJACENT SIDEWALK.

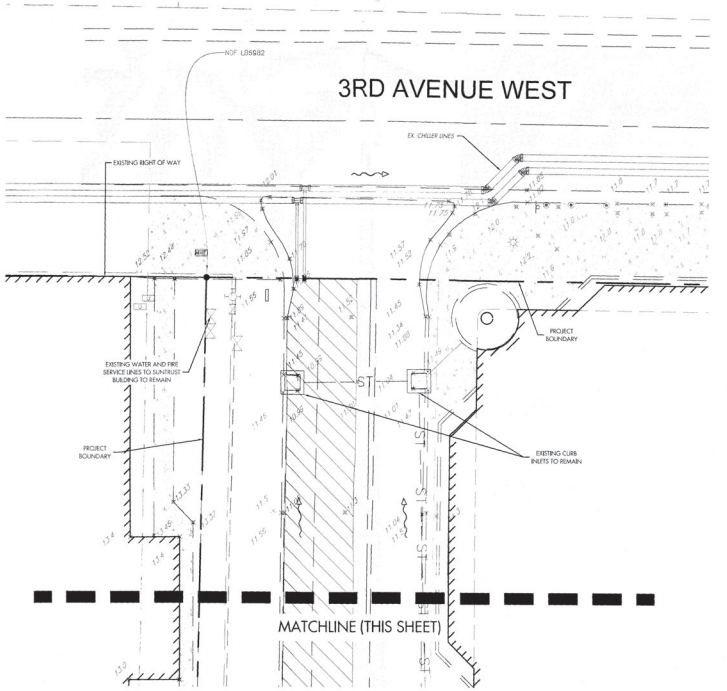
Fri, 21 Apr 2023 - 10:25am V:\zcad\distillery (4531.6)\ENG\SIP\DIS-FSP.dwg





ECCENTRIC LID ON EXISTING STRUCTURE DETAIL (NTS)

DECK ACCESS HATCH DETAIL (NTS)



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REVISIONS
1 ADDED NOTES FOR ACCESS HATCHES 5/30/2023

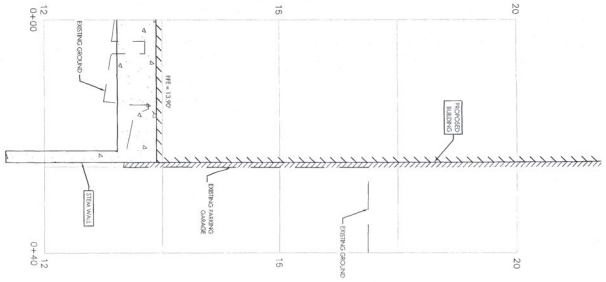
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DRAINAGE AND GRADING PLAN
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

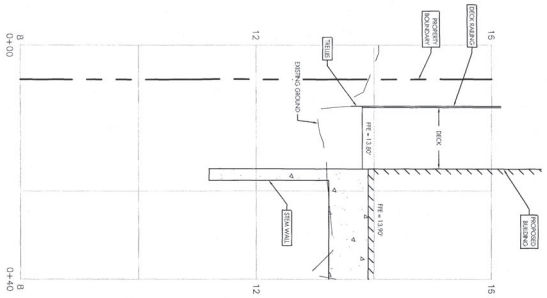
DESIGNED BJD
DRAWN TT
DATE 10/2022
FOR PKD 4551A
SCALE 1"=10'
SHEET 10

SCOTT LEE MARSHALL
LICENSE NUMBER
No. 87486
STATE OF FLORIDA
4/21/2023
PROFESSIONAL ENGINEER

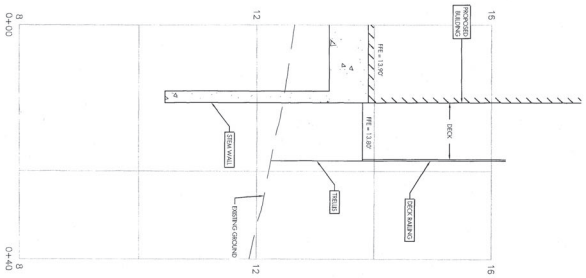
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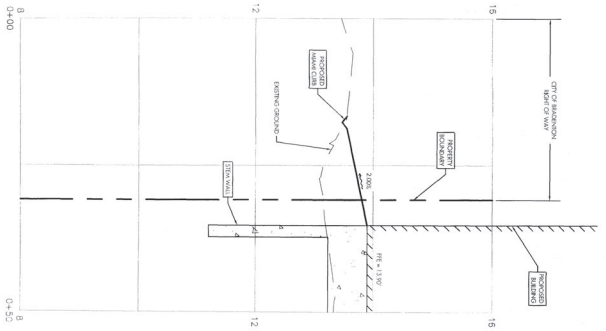
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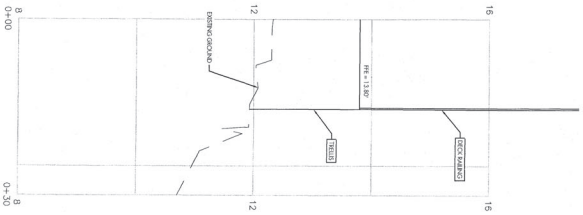
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SECTION 'B'
SCALE: H: 1"=10', V: 1"=1'



SECTION 'E'
SCALE: H: 1"=10', V: 1"=1'



SECTION 'C'
SCALE: H: 1"=10', V: 1"=1'

DESIGNED RJM
DRAWN TT
DATE 10/2022
JOB NO 45316
SCALE 1" = 10'
SHEET 11

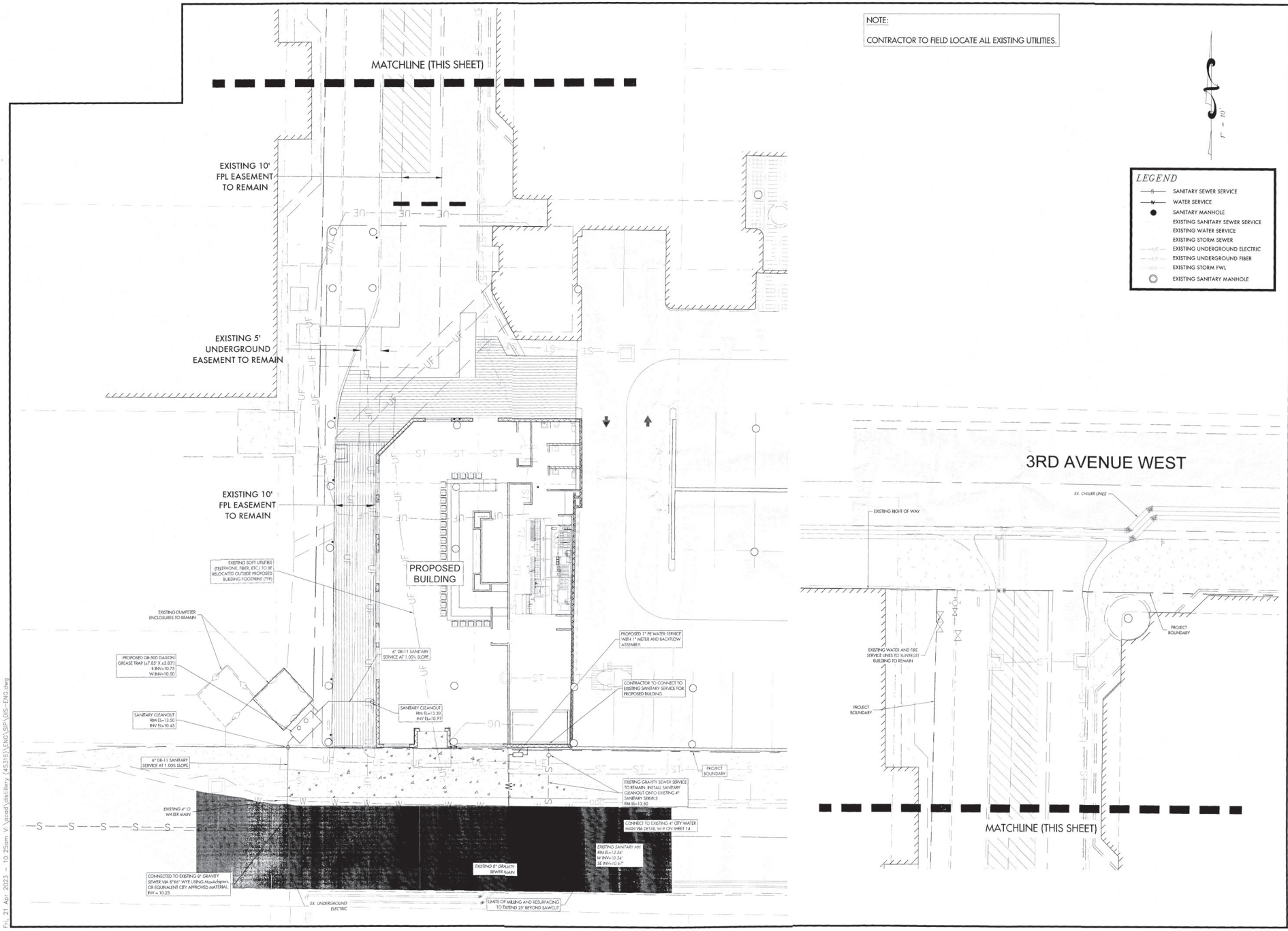
CROSS SECTIONS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
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No. 87486
STATE OF FLORIDA
04/21/2023
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REVISIONS
1 ADDED DETAILS TO SANITARY AND DETAILS TO SANITARY AND SEWER TAP CONNECTION. 5/17/2023
2 ADDED DETAILS TO SANITARY AND SEWER TAP CONNECTION. 6/7/2023

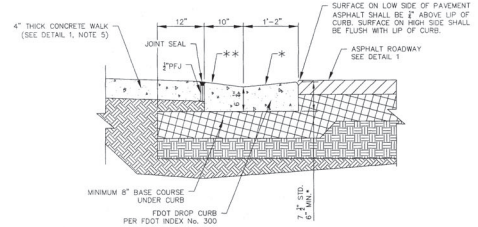
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UTILITY PLAN FOR DISTILLERY

LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: RM TT
DRAWN:
DATE: 10/2022
JOB NO: 4-456
SCALE: 1" = 10'
SHEET: 12

Fri, 21 Apr 2023 - 10:25am V:\acad\distillery (45316)\ENG\SIP\DIS-ENG.dwg



* 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.

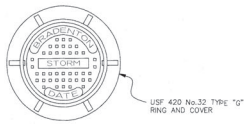
CURB:

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.

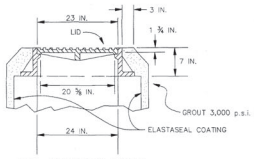
REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	INCREASED BASE UNDER CURB	SIRE
1	10/2013	BASE UNDER CURB	SIRE
1	7/2013	REMOVED TYPE "F" MODIFIED	SIRE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE 2/07
TYPICAL DROP CURB CROSS SECTIONS	SHEET NO. SR-12



PLAN VIEW



U.S.F. DRAWING No.32, TYPE "G"

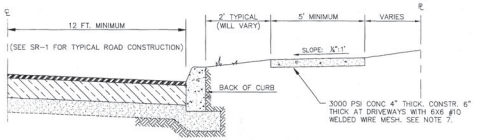
SECTION VIEW

REV.	DATE	DESCRIPTION	BY

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PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

DRAINAGE TRAFFIC BEARING FRAME AND COVER	DATE 01/17
	SHEET NO. SR-17

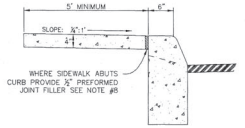
SR-17 NOTE: ANY CITY OWNED INLETS SHALL BE IDENTIFIED AS CITY ON THE COVER AND PRIVATE COVERS WILL NOT INCLUDE CITY OF BRADENTON IDENTIFICATION.



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'.

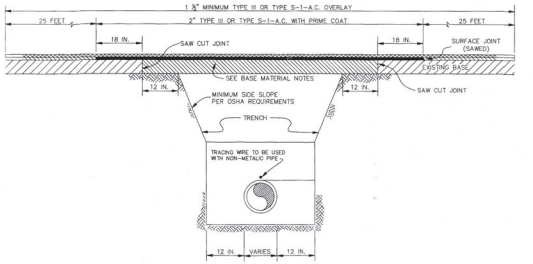


ALTERNATE SIDEWALK LOCATION

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIRE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE 7/13
TYPICAL SIDEWALK CONSTRUCTION	SHEET NO. SR-16



BASE MATERIAL NOTES:

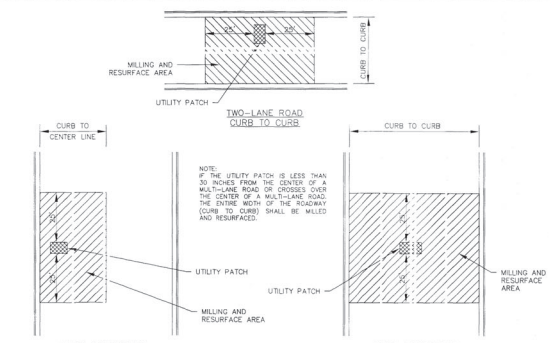
BASE MATERIAL SHALL BE ONE OF THE FOLLOWING:

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	10/2018	INCREASED BASE WIDTH	SIRE
2	6/2016	MILL & RESURFACE, REVISED	SIRE
1	6/2010	BACKFILL AND COMPACTION	SIRE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS PAVEMENT REPLACEMENT TRENCH BACKFILL & COMPACTION	DATE 6/2010
	SHEET NO. SR-5



REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS MILLING AND RESURFACING PAVEMENT REPLACEMENT LIMITS	DATE 12/2016
	SHEET NO. SR-6

LEE MARSHALL WEBB
STATE OF FLORIDA
ROBERT LEE WEBB
LICENSE NO. 67486
PROFESSIONAL ENGINEER

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
CA 0000670 LC 0026160
201 3RD AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

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DRAINAGE DETAILS
FOR
DISTILLERY
LOCATED IN
SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: RM
DRAWN: TT
DATE: 10/2022
JOB NO.: 45315
SCALE: AS NOTED

SHEET 13

Wed, 03 May 2023 – 7:13am V:\Local\distillery (45315)\ENG\SIP\DIS-DD.dwg

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.

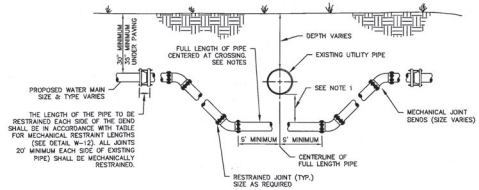
Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

REV	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER MAIN	6/13
SEPARATION CHART	SHEET NO. W-1

VERTICAL SEPARATION REQUIREMENTS UNDER EXISTING UTILITIES

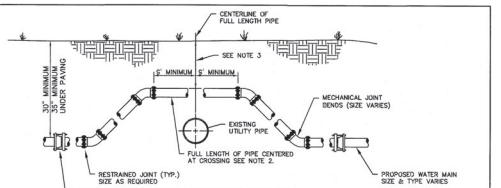


REV	DATE	DESCRIPTION	BY
1	APR. 2021	CHANGED STAKING ANGLE	SBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER MAIN	3/16
VERTICAL SEPARATION UNDER EXIST. UTILITIES	SHEET NO. W-2

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"	14"	16"	18"	TEES (SEE NOTE 4) RUN	BRANCH	LENGTH	REDUCERS SIZE	LENGTH
CONCRETE 90° BEND	22	33	36	41	54	60	72	75	18	4"	18	6" x 4"	9
CONCRETE 45° BEND	9	14	15	18	24	26	32	33	8	6"	9	8" x 4"	12
CONCRETE 22-1/2° BEND	4	6	7	8	10	11	13	14	4	8"	12	8" x 6"	9
CONCRETE 11-1/4° BEND	2	3	3	4	5	5	6	6	2	10"	15	10" x 4"	15
PLUG OR BLIND FLANGE	15	21	30	37	53	60	68	77	18	12"	18	10" x 6"	12
VERTICAL OFFSET 45° BENDS LEFT	35	28	31	41	42	47	50	44	6	4"	9	10" x 8"	9
VERTICAL OFFSET 45° BENDS UP	4	4	4	4	4	4	4	4	6	6"	9	12" x 4"	18
									8	8"	12	12" x 6"	12
									6	10"	15	12" x 8"	9
									8	12"	18	12" x 10"	9

NOTES:
1. THE LENGTHS SHALL BE CALCULATED USING A TEST PRESSURE OF 150 PSI AND A SAFETY FACTOR OF 1.5 AGAINST JOINT SEPARATION. FOR OTHER TEST PRESSURES, THE LENGTHS SHALL BE PROPORTIONALLY ADJUSTED.
2. THE LENGTHS SHOWN ARE FOR PIPE LAID IN GOOD TO POOR SOIL CONDITIONS (SOIL TYPES 4 AND 5) WITH A MINIMUM COVER OF 3 FEET. FOR SOIL TYPES 1, 2 AND 3, THE LENGTHS SHALL BE DECREASED BY 10%. FOR SOIL TYPE 6, THE LENGTHS SHALL BE INCREASED BY 10%. SOIL TYPES ARE DEFINED IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM.
3. LENGTHS SHOWN ARE FOR PIPE LAID WITH THE BELL FACING UPHILL. FOR PIPE LAID WITH THE BELL FACING DOWNHILL, THE LENGTHS SHALL BE INCREASED BY 10%.
4. LENGTHS SHOWN ARE FOR TEES WITH THE FLOW IN THE RUN. FOR TEES WITH THE FLOW IN THE BRANCH, THE LENGTHS SHALL BE INCREASED BY 10%.
5. LENGTHS SHOWN ARE FOR REDUCERS WITH THE FLOW IN THE LARGER PIPE. FOR REDUCERS WITH THE FLOW IN THE SMALLER PIPE, THE LENGTHS SHALL BE INCREASED BY 10%.
6. LENGTHS SHOWN ARE FOR DEAD ENDS AND VERTICAL DOWN BENDS. FOR VERTICAL UP BENDS, THE LENGTHS SHALL BE DECREASED BY 10%.
7. LENGTHS SHOWN ARE FOR PIPE LAID WITH A MAXIMUM DEFLECTION OF 50% OF THAT ALLOWED BY THE PIPE MANUFACTURER. FOR PIPE LAID WITH A DEFLECTION GREATER THAN 50% BUT NOT EXCEEDING THE MANUFACTURER'S RECOMMENDATION, THE LENGTHS SHALL BE INCREASED BY 10%.

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
5. ENTIRE HYDRANT RUNOUTS SHALL BE RESTRAINED

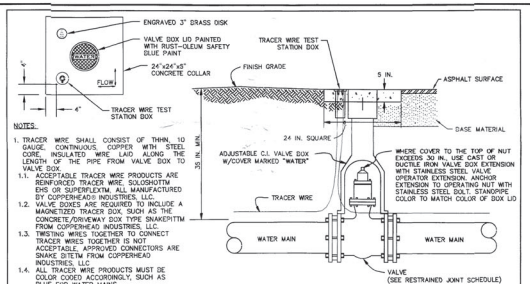
NOTE:
THRUST RESTRAINT AT FITTINGS AND VALVES SHALL BE EDDA IRON MEGALUG RESTTAINERS. THRUST RESTRAINT BETWEEN PIPE JOINTS SHALL BE EDDA IRON SERIES 1500 RESTRAINERS.

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	SHEET NO. W-5



NOTES:
1. TRACER WIRE SHALL CONSIST OF THWN, 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 END 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 SITETM 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 COS.

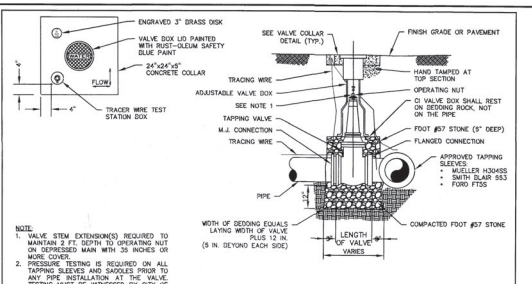
GATE VALVE AND BOX

n.t.s.

REV	DATE	DESCRIPTION	BY
2	12/2021	CHANGED NOTES	SBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
GATE VALVE AND BOX	12/21
	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.

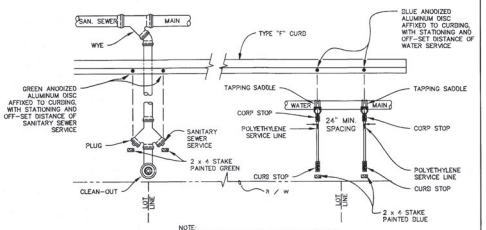
WET TAPPING SLEEVE AND VALVE DETAIL

N.T.S.

REV	DATE	DESCRIPTION	BY
2	07/21	ADDITIONAL TAPPING SLEEVES	SBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
TYPICAL WET TAPPING SLEEVE AND VALVE DETAIL	6/16 SHEET NO. W-8



NOTE:
1. SEE DETAIL W-11 FOR WATER SERVICE DETAIL.
2. SEE DETAIL SS-1 FOR SANITARY LATERAL DETAIL.

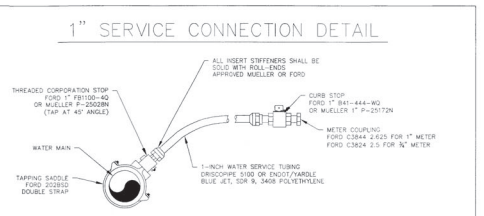
WATER & SANITARY SEWER SERVICES—MISC. DETAILS

REV	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
WATER & SANITARY SERVICE DETAILS	SHEET NO. W-10

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 202RSD TAMPING EACOLLY 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	APR. 2021	CHANGED ALLOWABLE PIPING	SBC
1	10/2020	TAPPING SADDLE & CURB STOP	SBC

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

WATER DISTRIBUTION	DATE
1" SERVICE CONNECTION DETAIL TO 1" OR 3/4" METER	1/19 SHEET NO. W-9

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027676 LB 0006982 LC 0000365
201 36 AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

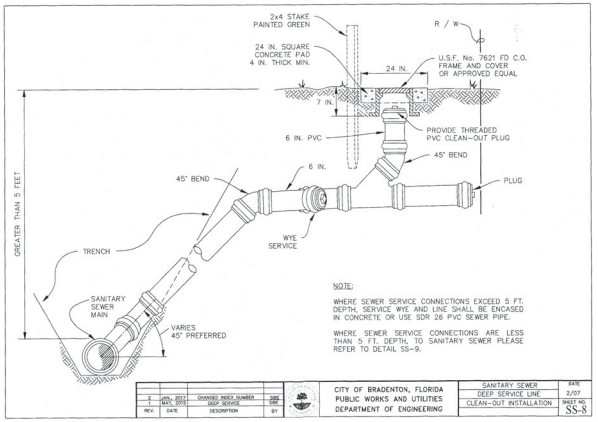
REVISIONS
1 2 3 4 5 6 7

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WATER DETAILS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: JDG
DRAWN: JDG
DATE: 10/2021
JOB NO.: 6513.6
SCALE: AS NOTED
SHEET: 14

Fri, 21 Apr 2023 – 10:25am V:\acad\distillery (4531.6)\ENG\SPY\DIS-WD.dwg



NOTE:

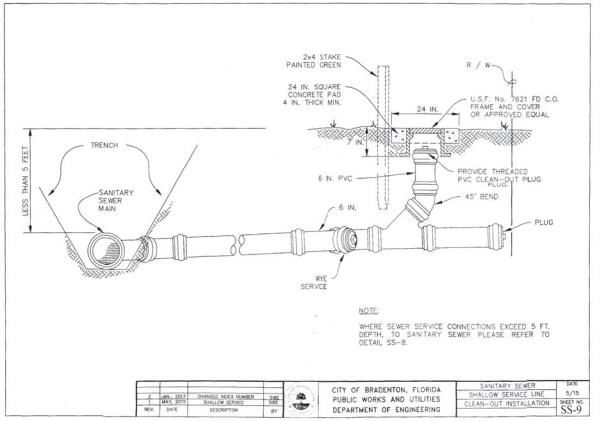
WHERE SEWER SERVICE CONNECTIONS EXCEED 5 FT. DEPTH, SERVICE WYE AND LINE SHALL BE ENCASED IN CONCRETE OR USE SDR 26 PVC SEWER PIPE.

WHERE SEWER SERVICE CONNECTIONS ARE LESS THAN 5 FT. DEPTH, TO SANITARY SEWER PLEASE REFER TO DETAIL SS-9.

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SBR
1	MAY, 2015	DEEP SERVICE	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE
DEEP SERVICE LINE	2/07
CLEAN-OUT INSTALLATION	SHEET NO. SS-8



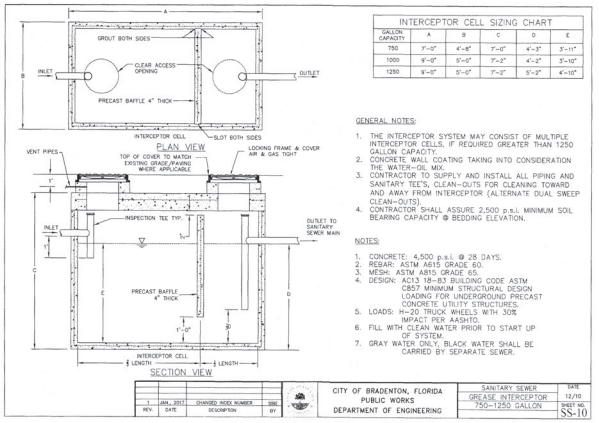
NOTE:

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	SBR
1	MAY, 2015	SHALLOW SERVICE	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE
SHALLOW SERVICE LINE	5/15
CLEAN-OUT INSTALLATION	SHEET NO. SS-9



GALLON CAPACITY	A	B	C	D	E
750	7'-0"	4'-8"	7'-0"	4'-3"	5'-11"
1000	9'-0"	5'-0"	7'-2"	4'-2"	7'-10"
1250	9'-0"	5'-0"	7'-2"	5'-2"	6'-10"

GENERAL NOTES:

1. THE INTERCEPTOR SYSTEM MAY CONSIST OF MULTIPLE INTERCEPTOR CELLS, IF REQUIRED GREATER THAN 1250 GALLON CAPACITY.
2. CONCRETE WALL COATING TAKING INTO CONSIDERATION THE WATER-OIL MIX.
3. CONTRACTOR TO SUPPLY AND INSTALL ALL PIPING AND SANITARY TEE'S, CLEAN-OUTS FOR CLEANING TOWARD AND AWAY FROM INTERCEPTOR (ALTERNATE DUAL SWEEP CLEAN-OUTS).
4. CONTRACTOR SHALL ASSURE 2,500 p.s.i. MINIMUM SOIL BEARING CAPACITY @ BEDDING ELEVATION.

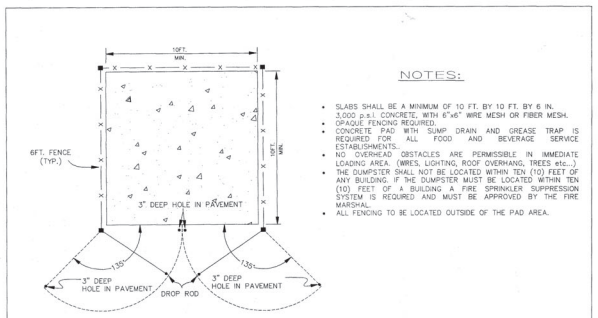
NOTES:

1. CONCRETE: 4,500 p.s.i. @ 28 DAYS.
2. REBAR: ASTM A615 GRADE 60.
3. MESH: ASTM A815 GRADE 65.
4. DESIGN: AC13 18-83 BUILDING CODE ASTM C857 MINIMUM STRUCTURAL DESIGN LOADING FOR UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES.
5. LOADS: H-20 TRUCK WHEELS WITH 30# IMPACT PER AASHTO.
6. FILL WITH CLEAN WATER PRIOR TO START UP OF SYSTEM.
7. GRAY WATER ONLY, BLACK WATER SHALL BE CARRIED BY SEPARATE SEWER.

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED INDEX NUMBER	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE
GREASE INTERCEPTOR	12/10
750-1250 GALLON	SHEET NO. SS-10



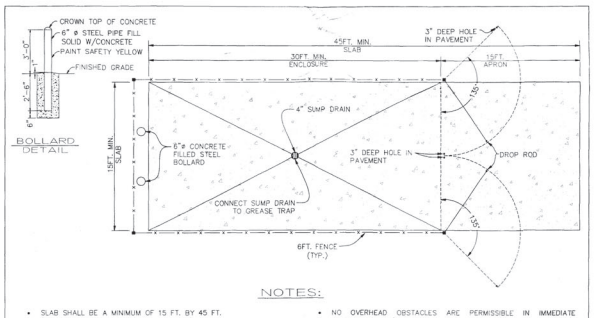
NOTES:

- SLABS SHALL BE A MINIMUM OF 10 FT. BY 10 FT. BY 6 IN. 3,000 p.s.i. CONCRETE, WITH 6"x6" WIRE MESH OR FIBER MESH.
- OPAQUE FENCING REQUIRED.
- CONCRETE PAD WITH SUMP DRAIN AND GREASE TRAP IS REQUIRED FOR ALL FOOD AND BEVERAGE SERVICE ESTABLISHMENTS.
- NO OVERHEAD OBSTACLES ARE PERMISSIBLE IN IMMEDIATE LOADING AREA. (WIRES, LIGHTING, ROOF OVERHANG, TREES etc...)
- THE DUMPSTER SHALL NOT BE LOCATED WITHIN TEN (10) FEET OF ANY BUILDING. IF THE DUMPSTER MUST BE LOCATED WITHIN TEN (10) FEET OF A BUILDING A FIRE SPRINKLER SUPPRESSION SYSTEM IS REQUIRED AND MUST BE APPROVED BY THE FIRE MARSHAL.
- ALL FENCING TO BE LOCATED OUTSIDE OF THE PAD AREA.

REV.	DATE	DESCRIPTION	BY
2	JULY, 2014	HOLE DEPTH,NOTE REMOVED	KBC
1	AUG. 2011	ADDED 10' SEPARATION NOTE	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
DUMPSTER PAD FOR FRONT LOADING DUMPSTER WITH 6 FOOT FENCE	2/07
	SHEET NO. SW-1



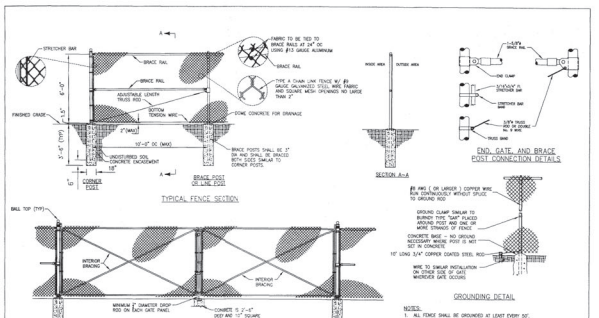
NOTES:

- SLAB SHALL BE A MINIMUM OF 15 FT. BY 45 FT. (30 FT. ENCLOSURE PLUS 15 FT. APRON) BY 6 IN. 3,000 p.s.i. CONCRETE, WITH 6"x6" WIRE MESH OR FIBER MESH.
- OPAQUE FENCING REQUIRED.
- CONCRETE PAD WITH SUMP DRAIN AND GREASE TRAP IS REQUIRED FOR ALL FOOD AND BEVERAGE SERVICE ESTABLISHMENTS.
- NO OVERHEAD OBSTACLES ARE PERMISSIBLE IN IMMEDIATE LOADING AREA. (WIRES, LIGHTING, ROOF OVERHANG, TREES etc...)
- THE DUMPSTER SHALL NOT BE LOCATED WITHIN TEN (10) FEET OF ANY BUILDING. IF THE DUMPSTER MUST BE LOCATED WITHIN TEN (10) FEET OF A BUILDING A FIRE SPRINKLER SUPPRESSION SYSTEM IS REQUIRED AND MUST BE APPROVED BY THE FIRE MARSHAL.
- ALL FENCING TO BE LOCATED OUTSIDE OF THE PAD AREA.

REV.	DATE	DESCRIPTION	BY
2	07/2016	EXTENDED APRON	SBR
1	JAN/2016	ADDED APRON TO SLAB	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
FOOD AND BEVERAGE ROLL-OFF DUMPSTER OR COMPACTOR PAD	09/14
	SHEET NO. SW-3A



NOTES:

1. ALL FENCE SHALL BE GROUNDED AT LEAST EVERY 50'.
2. EVERY FENCE SHALL HAVE AT LEAST ONE GROUND.
3. GROUND SHALL BE INSTALLED AT EVERY POINT WHERE POWER LINE OF OVER 600 VOLTS CROSSES FENCE AND AN ADDITIONAL GROUND THAT EACH SIDE OF THAT POINT.
4. GROUND WIRE SHOULD BE TIES TO FENCE POST AT 3' INTERVALS.
5. WHERE GATE POSTS OCCUR, GATE POSTS NEED NOT BE INSTALLED WHERE EXISTING PAVING OR BUILDING TRACES WOULD MAKE INSTALLATION IMPRACTICAL.
6. WHEELS ARE REQUIRED ON GATE PANELS LONGER THAN 5 FEET.

REV.	DATE	DESCRIPTION	BY
1	07/2016	ADDED NOTE 7	SBR

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
TYPICAL FENCE INSTALLATION	6/14
	SHEET NO. SW-5

LEE MARSHALL ROBERT LEE HARDEE
LICENSE No. 87786
STATE OF FLORIDA
PROFESSIONAL ENGINEER
4/28/2023

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 8007479
201 3rd AVENUE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8808 FAX 941.748.3316

REVISIONS

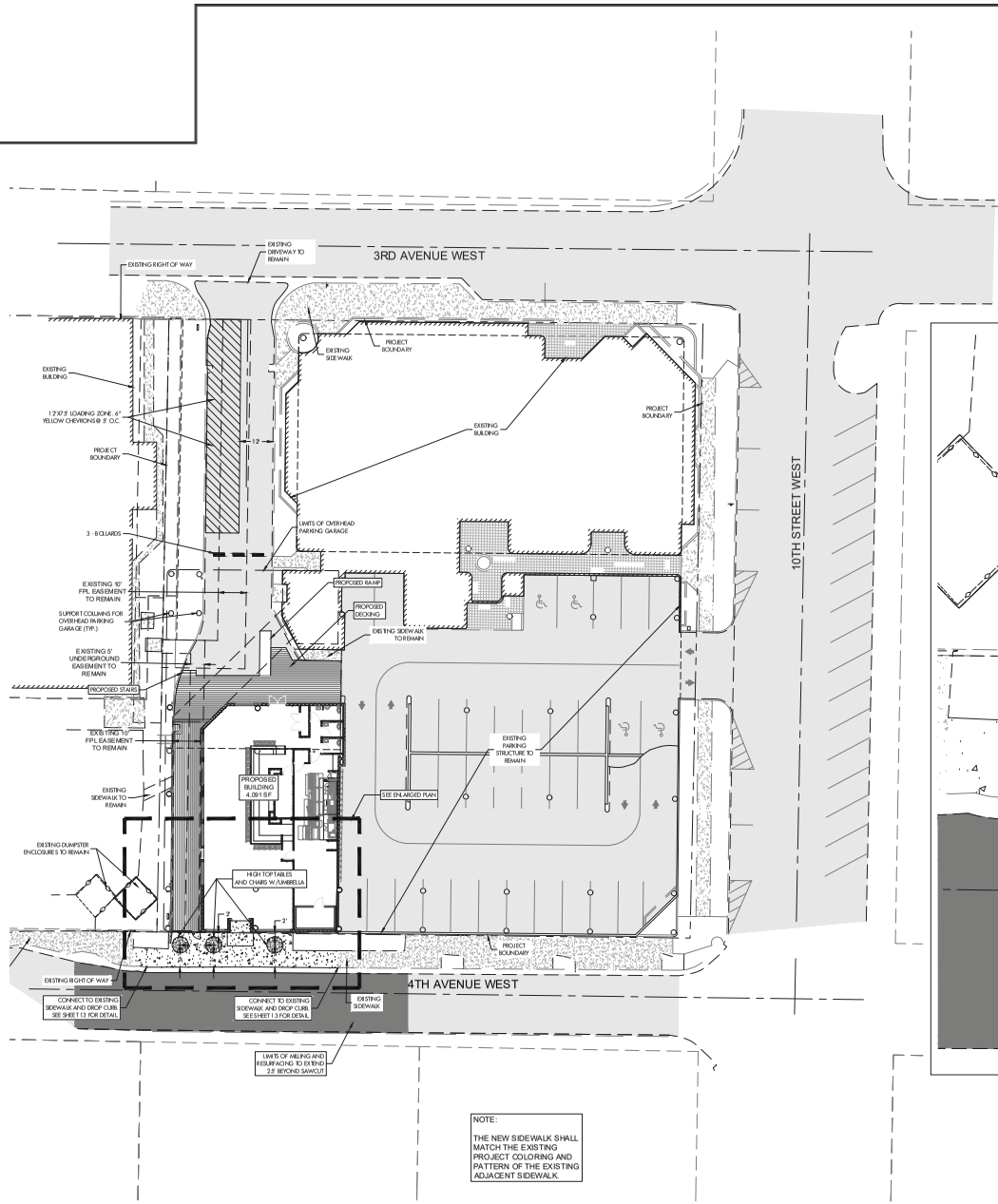
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SANITARY DETAILS
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED BJH
DRAWN TT
DATE 10/2022
JOB NO. 45316
SCALE AS NOTED
SHEET 13

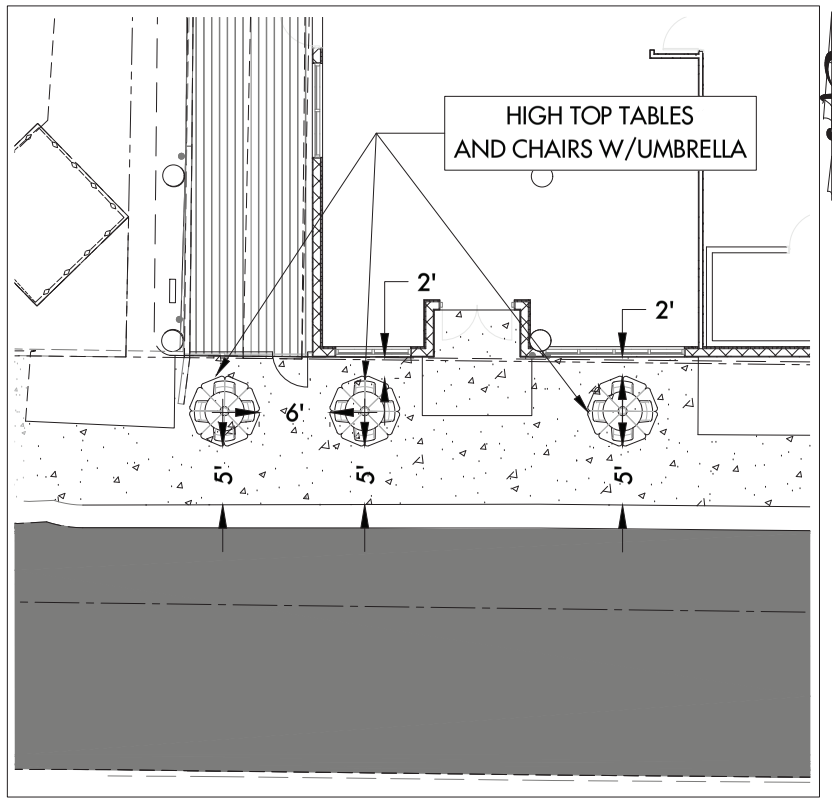
Fri, 21 Apr 2023 - 10:26am V:\ocad\distillery (45316)\ENG\SIP\DIS-SD.dwg



NOTE:

THE NEW SIDEWALK SHALL MATCH THE EXISTING PROJECT COLORING AND PATTERN OF THE EXISTING ADJACENT SIDEWALK.

OVERALL PLAN



ENLARGED PLAN

(3) 30" x 30" HIGH TOP TABLES

(12) 17" x 17" CHAIRS

(3) 6' DIA. UMBRELLAS

ROBERT LEE MARSHALL
PROFESSIONAL ENGINEER #81466
SIGNATURE

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0007253 LC 0000555
201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

REVISIONS
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OUTDOOR TABLE EXHIBIT
FOR
DISTILLERY
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
CITY OF BRADENTON, FLORIDA

DESIGNED: RSM
DRAWN: TT
DATE: 12/2022
JOB NO.: 4581.6
SCALE: 1"=20'
SHEET: 01

Fri, 08 Mar 2024 – 9:20am v:\acad\DISTILLERY (4531.6)\ENG\EXHIBIT\DIS-EXHIBIT.dwg

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
May 22, 2024

Staff Report

Case Number:	SU.24.0895
Res. Number:	24-29
Applicants:	Margaret Tusing; ZNS Engineering L.C. (agent) K. Paige Estigarribia; ZNS Engineering L.C. (agent) Michael Krail; GL Distillery, BRA, LLC (agent)
Address:	1008 4th Avenue West
Parcel ID:	3291400004
Current Zoning:	T6 (Urban Core – Transect District)
Future Land Use:	URBCORE (Urban Core)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning:	North: T6 (Urban Core – Transect District) South: T6 (Urban Core – Transect District) East: T6 (Urban Core – Transect District) West: T5 (Urban Center – Transect District)
Future Land Use:	North: URBCORE (Urban Core) South: URBCORE (Urban Core) East: URBCORE (Urban Core) West: URBCORE (Urban Core)

Margaret Tusing and K. Paige Estigarribia of ZNS Engineering L.C. and Michael Krail of GL Distillery, BRA, LLC, all agents have submitted a Special Use application requesting permission to allow a sidewalk café with alcohol sales at 1008 4th Avenue West, which is the future home to Good Liquid Distillery and Taproom Downtown.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 4th Avenue West and will consist of three 4-top tables with umbrellas.

Based on the submitted site plan, the tables will be placed 2’ from the building, which will allow for a minimum of 5’ of traversable space for pedestrians to pass by the café area, with the 5’ dimension being measured from the perimeter of the umbrellas.

The subject property is located in the T6 Urban Core Transect District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café’s with less than 20

seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

Table 4.7: Specific Function & Use.

	T3	T4-S	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	SU	P
Retail Building			P	P	P	P	SU
Display Gallery			P	P	P	P	SU
Restaurant			P	P	P	P	SU
Kiosk			P	P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

The Commission may wish to confirm with the applicant that no additional furniture such as hostess stands and cleaning stations will be added to the sidewalk café area as none were shown on the submitted plans.

As part of the proposed project, the applicant is planning on extending the curbing and sidewalk along 4th Avenue West. This extension will close an existing curb cut along the street. In addition, the extended sidewalk will match in color and pattern with the existing (adjacent) sidewalk.



Current Condition



Proposed Curb and Sidewalk

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.
Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle,

or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

Compliance Overview with Land Use Regulations
Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

> 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
>
> 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
>
> 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

> 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
>
> Staff Response: It appears that the proposed use is suitable for the location.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed use.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: Requirement cannot be met due to the existing built environment.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new ingress and egress points are being proposed as part of the subject request. Previously approved ingress/egress points were approved as part of the building plan approval for Good Liquid. The applicant is also proposing a minimum of 5' of traversable space on the public sidewalk.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the proposed use will not affect adjoining properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: It appears that the proposed use will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the proposed use will not affect or impact existing utilities as those items were addressed as part of the Site Improvement Plan (SIP) review.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: No screening, buffering or separation were proposed or approved as part of the SIP plan review.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

   Staff Response: It appears that the proposed use will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

   Staff Response: It appears that the area is adequate in size for the proposed sidewalk café.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

   Staff Response: It appears that the proposed sidewalk café is appropriate for the subject use. Sidewalk cafés currently exist throughout downtown and primarily along 12th Street West (Old Main Street).

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

** Please see the application materials for the applicant's response to the Review Criteria.

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval of Resolution 24-29; Case SU.24.0985, with the following stipulations.**

1. An Indemnification Agreement shall be provided by the owner along with proof of liability insurance.
2. Curb and sidewalk shall be extended to remove the existing curb cut with said extensions matching in style, color and pattern.
3. Installation of bollards planters or along 4th Avenue West, with the planters or bollards approved by Bradenton Public Works.
4. Bollards or planters and any plant material shall be properly maintained by the owner, with any damaged bollards or planters and dead/dying plant materials being removed and replaced.
5. Any necessary right-of-way permits shall be obtained by the owner from Bradenton Public Works.
6. 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, planters or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
7. All seating, tables, and umbrellas shall be removed from the sidewalk and placed out of public view when the business is closed, or when an authorized agent of the city makes such request.
8. The owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
9. The sidewalk shall be cleaned at the end of every day. Any type of cleaning solution shall be approved by the Bradenton Public Works.
10. The maximum number of tables allowed at the sidewalk café shall be five (5), and the maximum number of chairs to be twenty (20).

Planning Commission met on April 17, 2024, and recommended **Approval** of Resolution 24-29, Case SU.24.0895 with the aforementioned conditions (vote 5-0).

Respectfully submitted,



Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Proposed Site Layout

Exhibit "A"


CITY CENTRE PARKING GARAGE
3RD AVE W
Old Main Street
NDC Center
4TH AVE W
(OLD MAIN STREET)
SUBJECT PARCEL
MANATEE COUNTY PROPERTY APPRAISER
41
13TH ST W
12TH ST W
10TH ST W
MANATEE COUNTY ADMINISTRATION
Nine20 Apartments
9TH ST W
64
MANATEE AVE W
Bradenton
N
W
E
S
SU.24.0895 Sidewalk Alcohol Sales
owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004
CITY OF BRADENTON FLORIDA
Location
0 30 60 90
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

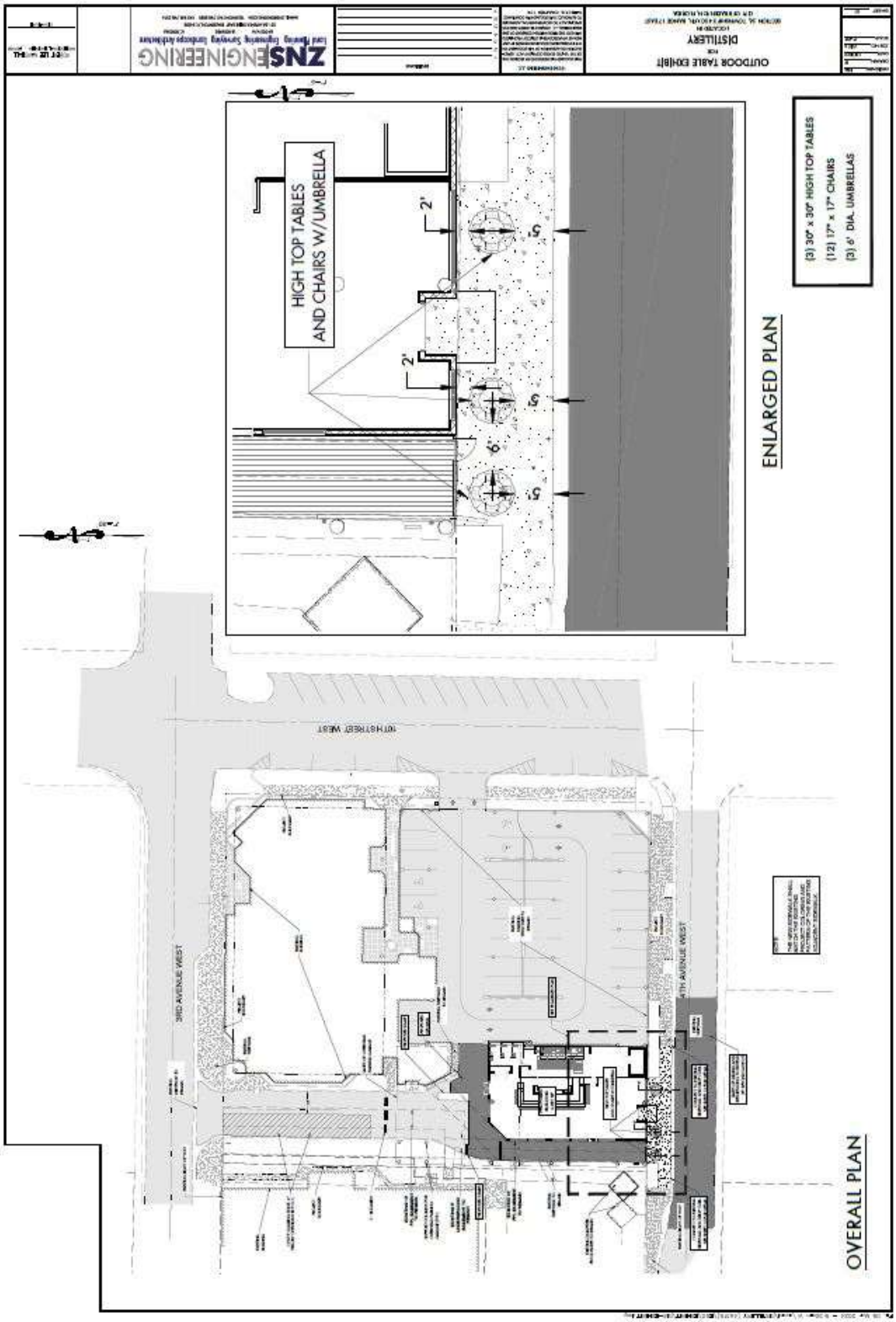
Exhibit "B"


URBCORE
UCBD
3RD AVE W
12TH ST W
9TH ST W
Old Main Street
4TH AVE W
SUBJECT PARCEL
URBCORE
URBCORE
4TH AVE W
(OLD MAIN STREET)
41
15TH ST W
12TH ST W
10TH ST W
9TH ST W
64
MANATEE AVE W
64
MANATEE AVE W
N
W
E
S
SU.24.0895 Sidewalk Alcohol Sales
owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004
CITY OF BRADENTON FLORIDA
Future Land Use
0 30 60 90
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Exhibit "C"


T6
T5
3RD AVE W
Old Main Street
T5
9TH ST W
3RD AVE W
T6
4TH AVE W
(OLD MAIN STREET)
SUBJECT PARCEL
T6
4TH AVE W
41
T5
13TH ST W
12TH ST W
10TH ST W
T6
64
MANATEE AVE W
64
9TH ST W
MANATEE AVE W
N
W
E
S
SU.24.0895 Sidewalk Alcohol Sales
owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004
CITY OF BRADENTON FLORIDA
Zoning
0 30 60 90
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Exhibit "D"


OUTDOOR TABLE EXHIBIT
DISTILLERY
ZNS ENGINEERING
HIGH TOP TABLES
AND CHAIRS W/UMBRELLA
2'
5'
6'
(3) 30" x 30" HIGH TOP TABLES
(12) 17" x 17" CHAIRS
(3) 6' DIA. UMBRELLAS
ENLARGED PLAN
10TH STREET WEST
3RD AVENUE WEST
4TH AVENUE WEST
OVERALL PLAN

City Council
May 22, 2024

Resolution: 24-29
Case: SU.24.0895

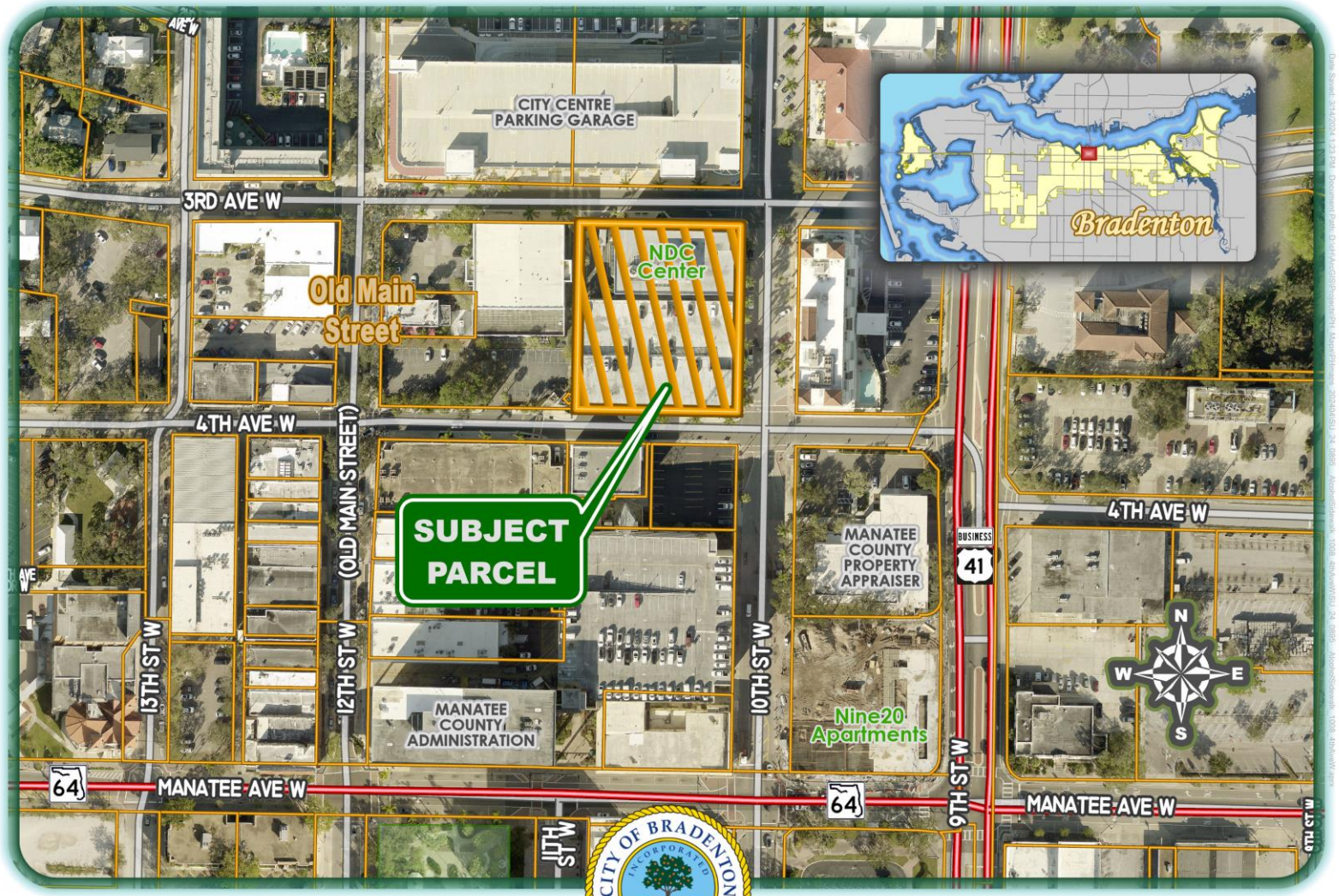
Special Use request to allow for a sidewalk café with alcohol beverage sales for property located at property located at 1008 4th Avenue West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicants: Margaret Tusing and Paige Estigarribia of ZNS Engineering and Michael Krail of GL Distillery (agents)
- Address: 1008 4th Avenue West
- Parcel ID No: 3291400004
- Acreage: .9596 acres
- Current Zoning: T6 (Urban Core – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Use: Vacant Commercial Space
- Purpose: Special Use approval to allow a sidewalk café with alcohol beverage sales

Location Map



SU.24.0895 Sidewalk Alcohol Sales

owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

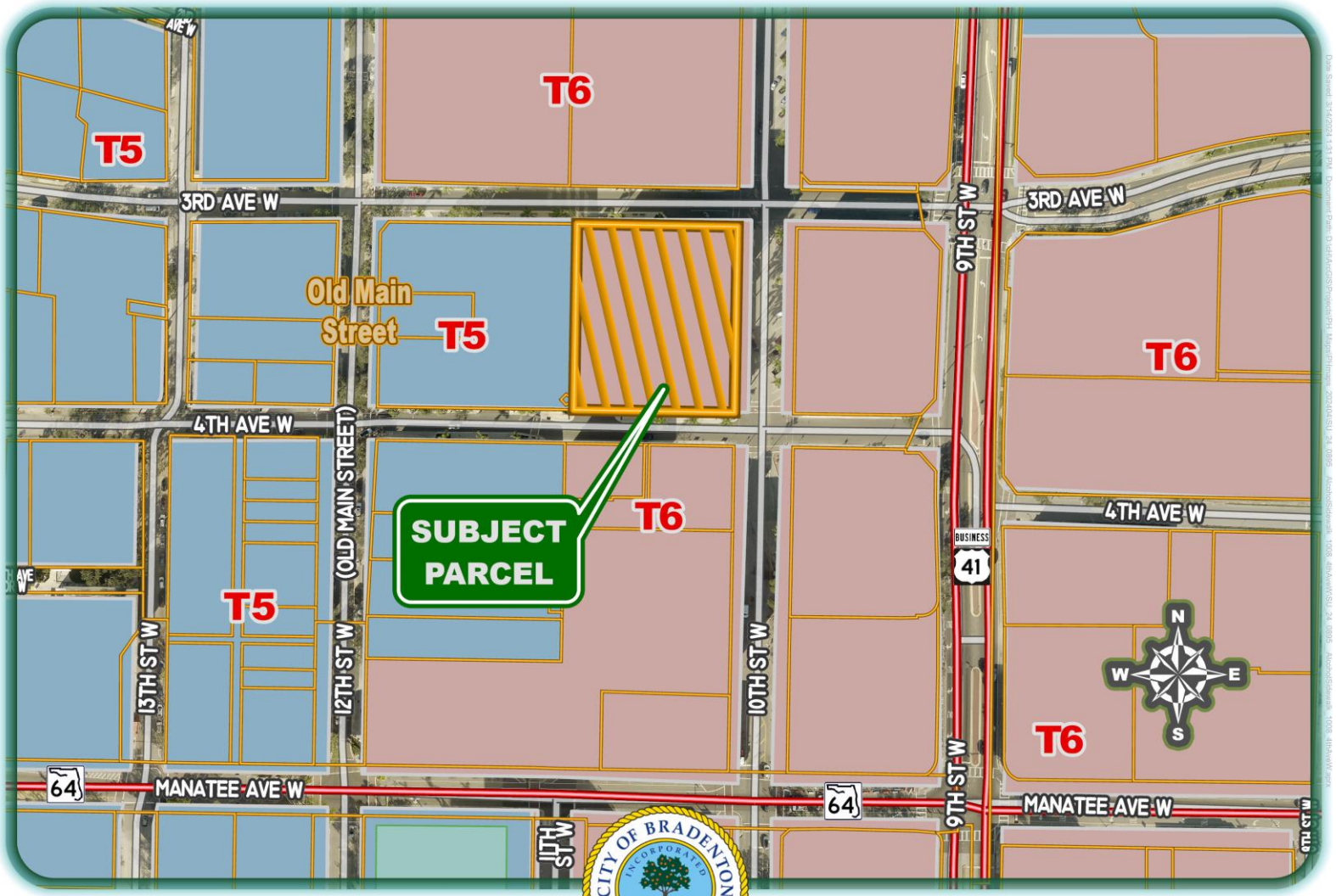
Location

0 30 60 90
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Zoning Map



SU.24.0895 Sidewalk Alcohol Sales

owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004

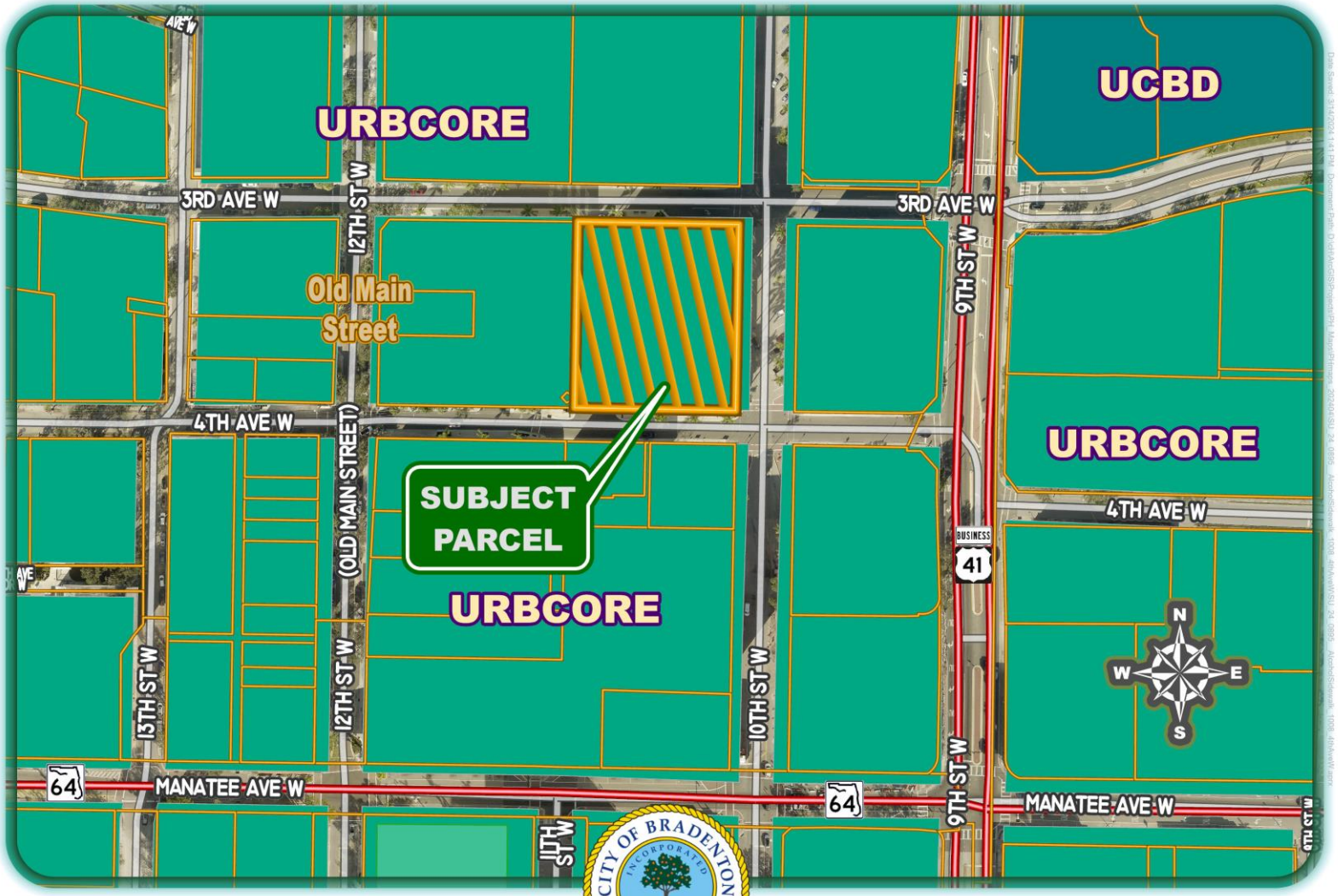
Bradenton Department of
Planning and Community Development

Zoning

0 30 60 90
Yards

LEGEND
- Subject Parcel
- Other Parcels
- Bradenton

Future Land Use Map



SU.24.0895 Sidewalk Alcohol Sales

owner: 3rd Avenue Assoc, LLLP
1008 4th Avenue West
PID: 3291400004

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Future Land Use

0 30 60 90
Yards

LEGEND
- Subject Parcel
- Other Parcels
- Bradenton

Proposed Request

- Applicant is requesting to:
  - Install a sidewalk café with alcohol sales
  - Café will be located along 4th Avenue West
  - Proposal includes 3 tables with 4 seats each along with umbrellas
  - Minimum of 5’ of traversable space is proposed, which meets ADA requirements
- Subject property is located within the city’s Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur, City Council approval may be required

T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats(1)			P	P	P	P

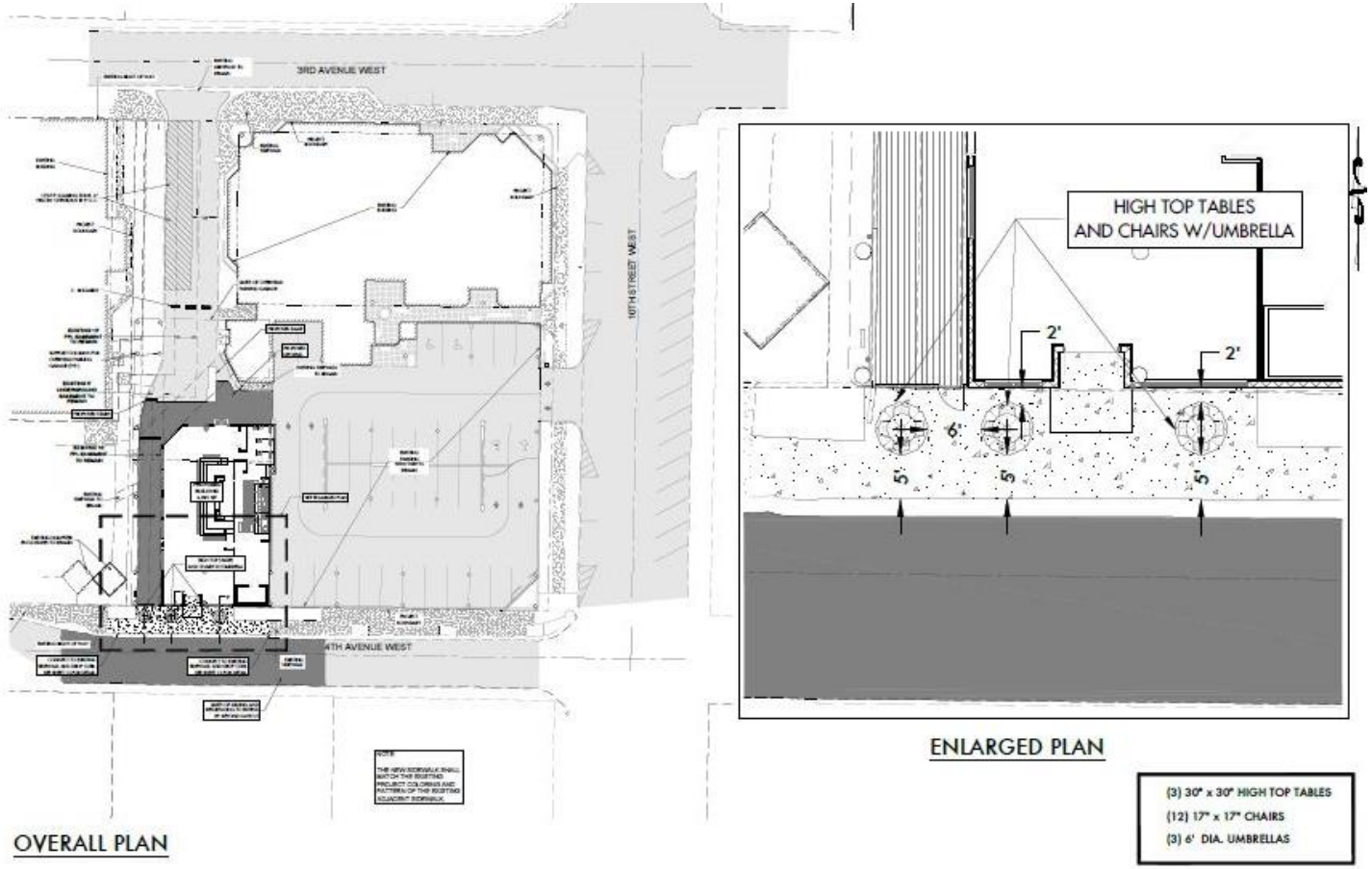
1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

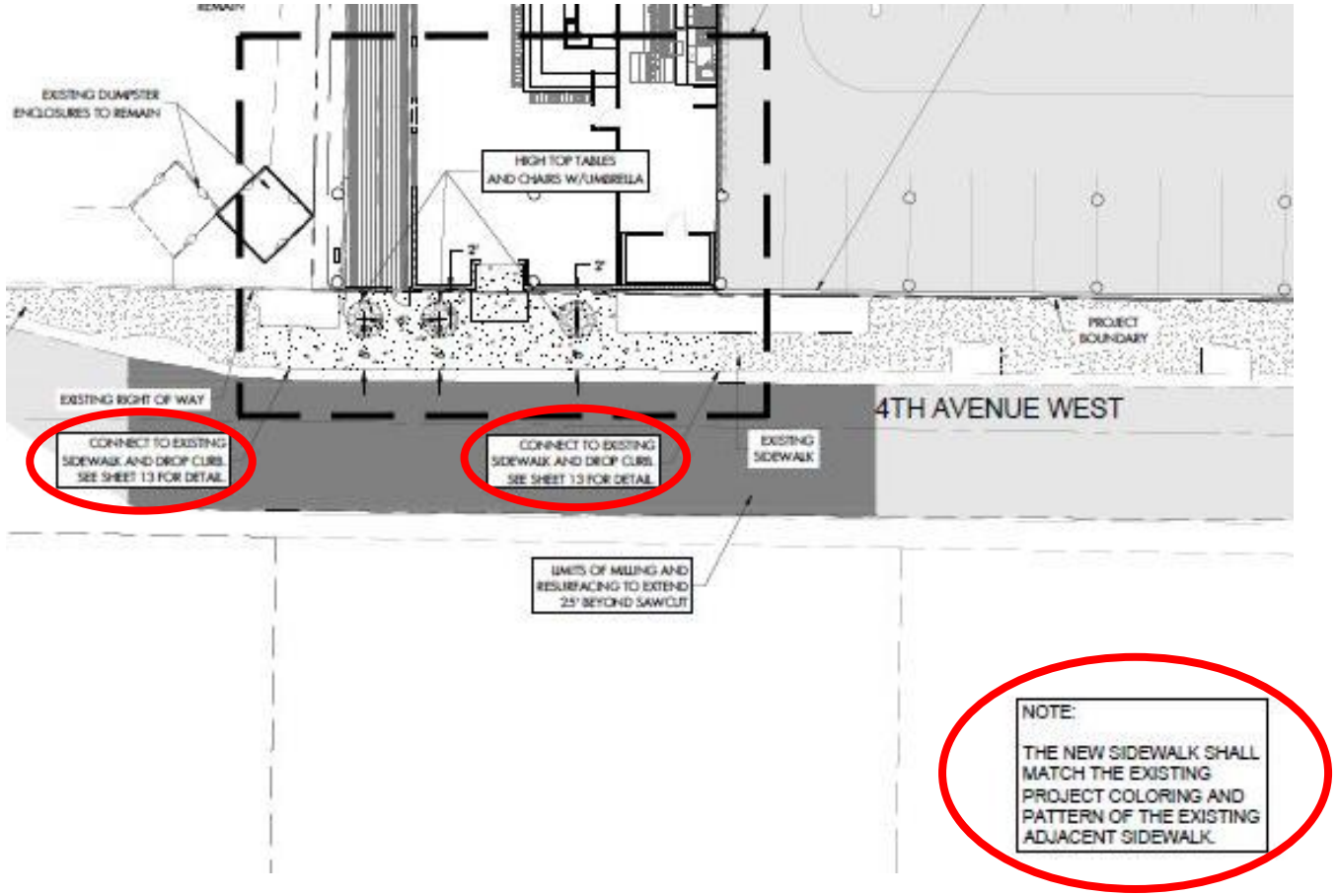
Proposed Request

- Subject property is the proposed new Good Liquid Distillery and Taproom Downtown
- Future Land Use (URBCORE) does not prohibit the proposed use type



Proposed Request

- Property Enhancements:
  - The applicant is proposing to extend the existing curbing and sidewalk along 4th Avenue West (close existing curb cut)
  - Sidewalk to match existing coloring and pattern



Proposed Request

- Property Enhancements:
  - Example of proposed curb and sidewalk extension



Current Condition



Proposed Curb and Sidewalk

North Elevation (From 3rd Avenue West)



North Elevation (From 3rd Avenue West)



North Elevation



West Elevation



West Elevation



South Elevation (From 4th Avenue West)



South Elevation (Along 4th Avenue West)



South Elevation (Along 4th Avenue West)



LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

- 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
- 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
- 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LURs)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

- 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
- 3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.
- 3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.
- 3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Review Criteria (LURs)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Staff Recommendation

Based on Staff's findings in response to the review criteria established for a Special Use permits, Staff recommends **Approval of Resolution 24-29; Case SU.24.0895 with the following conditions:**

1. An Indemnification Agreement shall be provided by the owner along with proof of liability insurance.
2. Curb and sidewalk shall be extended to remove the existing curb cut with said extensions matching in style, color and pattern.
3. Installation of bollards planters or along 4th Avenue West, with the planters or bollards approved by Bradenton Public Works.
4. Bollards or planters and any plant material shall be properly maintained by the owner, with any damaged bollards or planters and dead/dying plant materials being removed and replaced.
5. Any necessary right-of-way permits shall be obtained by the owner from Bradenton Public Works.

Staff Recommendation – Continued

6. 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, planters or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
7. All seating, tables, and umbrellas shall be removed from the sidewalk and placed out of public view when the business is closed, or when an authorized agent of the city makes such request.
8. The owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
9. The sidewalk shall be cleaned at the end of every day. Any type of cleaning solution shall be approved by the Bradenton Public Works.
10. The maximum number of tables allowed at the sidewalk café shall be five (5), and the maximum number of chairs to be twenty (20).

Planning Commission Recommendation

Planning Commission met on April 17, 2024, and recommended **Approval of Resolution 24-29, Case SU.24.0895 with the aforementioned conditions** (vote 5-0).

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
April 17, 2024

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, Richard Whetstone, 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.

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. Motion to approve the March 20, 2024 Meeting Minutes by Commissioner Autrey, and seconded by Commissioner Green. Motion passed unanimously.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

AGENDA ITEMS:

1. **Special Use Application, Resolution 24-30, Case SU.24.0887:** Request for a Special Use Permit to allow for a high school with accelerated learning; for property located at 817 Manatee Avenue West (Parcel ID 3260500059) in the T6 (Urban Core) transect zoning district. Application filed by Kyle W. Grimes, Esq. with Grimes, Hawkins, Gladfelter & Galvano, P.L., agent for Persistence 247 LLC (owner).

Staff Recommendation: Monica Friedl spoke on behalf of the City. She passed out an updated DRAFT Resolution. Staff recommends approval based on findings.

Applicant: Kyle Grimes, Grimes, Hawkins, Gladfelter & Galvano, 1023 Manatee Ave. W., Bradenton, gave a presentation on behalf of the owner/client, ALS Education, LLC. He stated that this is not a traditional school; it is a Charter School, however, it does not compete with the local school district. They have been working closely with the School District of Manatee County. Bill Galvano has received approval from the School District for ALS to operate in the county. Mr. Grimes discussed the location of the school and partnering with the School District of Manatee County, as well as parking and transportation.
Bill LeClair, Regional Director, 817 Manatee Ave. W., Bradenton, spoke about what ALS is focused on and that they are a true partnership with the School District. He discussed what their school does; they work 1 on 1 with the students.

DRAFT

Chari Ben Bakker questioned the impacts on the neighborhood, such as bus stops, traffic, safety, adjacent properties, restaurants serving alcohol, etc.

Kyle Grimes and Bill LeClair addressed the questions.

Public Comment: Chair Bakker opened the Public Hearing.
Ron Allen, 2822 Riverview Blvd., Bradenton, stated that he feels this is great for the community. His company is developing across the street and he is concerned about a restaurant coming in that serves alcohol.
Greg DeLong quoted the state statute that states restaurants with sales of 51% or more are exempt. This is regulated by the State.
Scott Rudacille stated that this will need to be looked into further.

Public Hearing was closed.

Kyle Grimes stated that the owner will have no problem with stipulations on nearby restaurants. They can work on the language prior to meeting with the City Council.

Motion: Commissioner Autrey motioned to approve with stipulations from the staff report. Commissioner Whetstone seconded the motion. Motion passed 5 to 1.

2. **Adjustment Application, Resolution 24.0891, Case Number AD.24.0891:** Request granting a Form Based Code adjustment to allow for two projecting signs to exceed the maximum allowable square footage and an adjustment request to allow for a second ground (monument) sign; for property located at 920 Manatee Avenue West (Parcel ID 3293800109) in the T6 (Urban Core) transect zoning district. Application filed by Stacey Friello of Sign Source, agent for owner 920 Manatee Avenue Associates, LLC.

Chair Bakker recused himself from this agenda item.

Staff Recommendation: Monic Friedl spoke on behalf of the City. Staff recommends approval based on criteria and with a stipulation for the ground sign.

Applicant: Stacey Friello of Sign Source, 2045 Lawson Road, Clearwater, FL, presented a description of the signs including lighting, architectural, and presentation.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Neal motioned to approve. Commissioner Green seconded. Motion passed unanimously.

3. **Special Use Application, Resolution 24-28, Case SU.24.0894**: Request for a Special Use Permit to allow for a distillery and brew pub; for property located at

1008 4th Avenue West (Parcel ID 3291400004) in the T6 (Urban Core) transect zoning district. Application filed by Margaret Tusing of ZNS Engineering, LC and Michael Krail of GL Distillery BRA, LLC, agents for owner 3rd Avenue Associates, LLLP.

Chair Bakker recused himself from this agenda item.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends approval with 6 stipulations.

Applicant: Margaret Tusing, ZNS, Engineering, 1023 Manatee Ave. W., Bradenton, stated that they have already been approved for the restaurant; they are now asking for the special use permit for the distillery.
Michael Krail, GL Distillery, 3411 Motorwood Drive, Parrish, FL, answered some brief questions about the amount of brewing system requirements.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Jones motioned to approve with stipulations from staff. Commissioner Neal seconded. Motion passed unanimously.

4. **Special Use Application, Resolution 24-29, Case SU.24.0895**: Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; for property located at 1008 4th Avenue West (Parcel ID 3291400004) in the T6 (Urban Core) transect zoning district. Application filed by Margaret Tusing and K. Paige Estigarribia of ZNS Engineering, LC and Michael Krail of GL Distillery BRA, LLC, agents for owner 3rd Avenue Associates, LLLP (owner).

Chair Bakker recused himself from this agenda item.

Staff Recommendation: Greg DeLong spoke on behalf of the City. Staff recommends approval with 9 stipulations.

Applicant: Paige Estigarribia, ZNS, Engineering, 1023 Manatee Ave. W., Bradenton, discussed the revised design and showed a map with tables, chairs, and umbrellas.

Public Comment: Chair Bakker opened the Public Hearing.
No one came forward in favor or in opposition.

Public Hearing was closed.

Motion: Commissioner Neal motioned to approve with a stipulation to add words adding bollards and maximum number of tables and chairs. Commissioner Green seconded. Motion passed unanimously.

5. **Zoning Map Amendment, Ordinance 4039, Case LU.24.0877:** An Ordinance of the City of Bradenton, Florida, providing for an amendment to the City of Bradenton Land Use Atlas; changing zoning from UV (Urban Village) to R-4 (Mobile Home) for various properties located in the eastern portion of Bradenton Tropical Palms (east of 15th Street West) and generally bounded on the north by 21st Avenue West, south by 26th Avenue West, east by 14th Street West; providing for applicability; providing for severability; and providing for an effective date. Request filed by Vanguard Management Group; agent for owner Bradenton Tropical Palms.

Staff Recommendation: Jamie Schindewolf spoke on behalf of the City. Staff recommends approval.

Applicant: George (inaudible) resident of Tropical Palms, 2303 16th St. Ct. W., Bradenton, explained the reasoning for the zoning change.

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 Whetstone seconded. Motion passed unanimously.

Director's Report:
Robin Singer stated that they have received over 1000 responses to the Visioning survey. She will be meeting with them this week to discuss the outcome and make recommendations to the Comprehensive Plan changes. That will be followed up with changes to the Land Use Regulations and the Form Based Code.

Greg DeLong asked the Board to mark their calendars for the next meeting on May 15th, 2024.

Adjournment: The meeting adjourned at 3:31 p.m.

Ben Bakker, Chair Date

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: May 22, 2024

SUBMITTED BY: Monica Friedl, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT: **Quasi-Judicial**: RESOLUTION 24-30 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0887 TO PERMIT A MAXIMUM OF 10,190 SQUARE FEET OF PRIVATE SCHOOL USE LOCATED AT 817 MANATEE AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3260500059 AND 3262300001), 805 MANATEE AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3262000007), 520 8TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3263800009), 814 6TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3263500005), AND 9TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 32612000059) IN THE T6, URBAN CORE ZONING DISTRICT AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval of Resolution 24-30 with the conditions recommended by staff.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant has submitted a Special Use application requesting permission to allow a high school for accelerated learning at 817 Manatee Avenue West. The applicant noted they are planning for the most intense possible use which would be 180 students per session. According to the submitted application materials, a majority of students will also rely on public transportation. It was noted that minimum parking requirements will be met.

Planning Commission met on April 17th, 2024, and recommended approval of Resolution 24-30 as submitted (vote 5-1).

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Resolution 24-30 with the following conditions:

1. The maximum enrollment of the private school shall not exceed 180 students at any one session.
2. The private school shall be limited to enrollment of student's high school age or older.
3. A minimum of eighteen (18) on-site parking spaces shall be provided for the private school during all hours of operation of the school.

ATTACHMENTS:
Resolution 24-30
SU.24.0887 Application
SU.24.0887 Staff Report
SU.24.0887 - Presentation.pdf

RESOLUTION 24-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.0887 TO PERMIT A MAXIMUM OF 10,190 SQUARE FEET OF PRIVATE SCHOOL USE LOCATED AT 817 MANATEE AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3260500059 AND 3262300001), 805 MANATEE AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3262000007), 520 8TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3263800009), 814 6TH AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID 3263500005), AND 9TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 32612000059) IN THE T6, URBAN CORE ZONING DISTRICT AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Persistence 247 LLC owns the property located at 817 Manatee Avenue West, Bradenton, Florida (Parcel ID 3260500059 and 3262300001), Maverick 365 LLC owns the property located at 805 Manatee Avenue West, Bradenton, Florida (Parcel ID 3262000007), Wildcat 249 LLC owns the property located at 520 8th Street West, Bradenton, Florida (Parcel ID 326300009), Zip 100 LLC owns the property located at 814 6th Avenue West, Bradenton, Florida (Parcel ID 3263500005), and Motivation One LLC owns the property located at 9th Street West, Bradenton, Florida (Parcel ID 3261200059) (collectively, the "Property Owner" or "Applicant"), more particularly described in Exhibit "A" (collectively, the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T6) Urban Core – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T6 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Schools, Public and Private as special uses in the T6 transect zoning district; and

WHEREAS, Grimes, Hawkins, Gladfelter & Galvano, P.L., agent for the Applicant, submitted an application for a Special Use Permit to operate a maximum of 10,190 square feet of private school use, with limited enrollment, to provide a curriculum for accelerated learning for students approximately ages 16 to 21; and

WHEREAS, the Planning Commission held a noticed public hearing on April 17, 2024 at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on May 22, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a 10,190 square foot private school use, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff recommended approval with conditions as submitted.
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 Planning Commission recommended approval subject to stipulations.
g. Subject to the stipulations contained herein, the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations, including Section 3.3.2, and as further described in the staff report and application materials.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property to allow for a maximum of 10,190 square foot private school use , as generally shown on the Site Plan attached hereto as Exhibit "B," subject to the following stipulations:

a. The maximum enrollment of the private school shall not exceed 180 students at any one session.
b. The private school shall be limited to enrollment of student's high school age or older.

c. A minimum of eighteen (18) on-site parking spaces shall be provided for the private school during all hours of operation of the school.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution 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 Resolution which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON THIS 22ND DAY OF MAY, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

817 Manatee Avenue West

A PARCEL OF LAND 116 FT N & S BY 67 FT E & W AT SE COR OF FLORIDA AVE-9TH ST& MANATEE AVE, BEING IN NW COR OF LOTS B & 6 OF WHITES PLAT & ALSO IN NW COR OF BLK 16 OF ADAMS ANNEX TO WHITES SUB, REC IN DB F P 7 & OF SAID ADAMS ANNEX REC IN PB 1 P 158, LESS: COM AT THE NLY BDRY OF THE SW 1/4 OF THE SE 1/4 OF SEC 26, AT A PT 1213.65 FT N 89 DEG 28 MIN 45 SEC W OF THE NE COR OF THE SW 1/4 OF THE SE 1/4 OF SD SEC, TH RUN S 00 DEG 43 MIN 00 SEC W 45.31 FT; TH S 89 DEG 05 MIN 00 SEC E 21.34 FT TO A POB; TH S 00 DEG 43 MIN 00 SEC W 116 FT; TH S 89 DEG 05 MIN 00 SEC E 6.16 FT; TH N 00 DEG 43 MIN 00 SEC E 103.79 FT TO THE BEG OF A CURVE CONCAVE TO THE SELY HAVINH A RAD OF 14.50 FT, TH NELY ALG SD CURVE 14.48 FT THRU A C/A OF 57 DEG 13 MIN 58 SEC TO THE END OF SD CURVE; TH N 89 DEG 05 MIN 00 SEC W 12.81 FT TO THE POB; DESC IN OR 1076 P 2666 (1647/4398) TOGETHER WITH PARCEL I: LOTS 1 & 2 BLK 16 ADAMS ANNEX, AND BEG ON THE S BDRY OF MANATEE AVE, 50 FT E OF THE NW COR OF BLK B WHITES PLAT, DB F P 7, E 132 FT TO THE NE COR OF SD LOT, S 200 FT TO THE N BDRY OF ST, 60 FT WIDE, W 132 FT TO ST, N 200 FT TO POB, LESS 116 FT N & S BY 67 FT E & W AT SE INTERSEC OF MANATEE AVE, BEING FURTHER DESC AS, FROM NW COR OF LOT 1 BLK 16 ADAMS ANNEX, PB 1 P 228, E ALG S LN OF MANATEE AVE, 67 FT TO POB, TH RUN E ALG S LN OF MANATEE AVE, 100 FT TO NE COR OF LOT B, P W WHITES PLAT, S 200 FT, W 167 FT TO E LN OF 9TH ST, N ALG E LN OF 9TH ST, 84 FT, E 67 FT, N 116 FT TO POB; PARCEL II: LOT 4 LESS E 29.5 FT AND W 45 FT OF LOT 5 WAITES SUB, LESS THAT PORTION DESC IN DB 271 P 347, ALSO PERPETUAL EASMT AS DESC IN CONVEYANCE REC IN DB 271 P 349: A PARCEL OF LAND LYING & BEING IN SEC 26, BEING MORE DESC AS FOL: BEG AT A PT ON THE S R/W LN OF MANATEE AVE W (SR 64), SD PT LYING 67 FT ELY OF THE NW COR OF LOT 1 BLK 16 ADAMS ANNEX RESUB, PB 1 P 228, SD PT ON THE NLY EXTENSION OF THE WLY BUILDING LN OF AN EXISTING ONE-STORY BLK BUILDING, TH E ALG SD S R/W LN, A DIST OF 111.67 FT TO THE NW COR OF THE CERTAIN PARCEL IN DB 271 P 347; TH S 00 DEG 10 MIN 00 SEC W, ALG THE W LN OF SD PARCEL, A DIST OF 110.42 FT; TH S 89 DEG 52 MIN 06 SEC E, 33.19 FT TO A PT ON THE SLY EXTENSION OF THE PLATTED E LN OF LOT 4 OF WAITES RESUB, PB 2 P 75; TH S 00 DEG 18 MIN 32 SEC W, ALG SD EXTENSION, ALSO BEING THE E LN OF THE W 45 FT OF LOT 5 OF SD WAITES RESUB, A DIST OF 77.24 FT TO THE PLATTED S LN OF SD LOT 5, TH N 88 DEG 31 MIN 08 SEC W, ALG SD S LN, A DIST OF 45 FT TO THE SW COR OF SD LOT 5; TH S 00 DEG 18 MIN 32 SEC W, 13.43 FT TO A PT LYING 200 FT S OF THE AFOREMENTIONED S R/W LN OF MANATEE AVE W; TH W, PARALLEL TO THE SD S R/W LN, A DIST OF 160.81 FT TO THE EXISTING E R/W LN OF 9TH ST W; TH N 00 DEG 13 MIN 27 SEC W, ALG SD E R/W LN, A DIST OF 84.72 FT TO A PT ON THE WLY EXTENSION OF THE NLY BUILDING LN OF AN EXISTING ONE-STORY BLK BUILDING; TH S 89 DEG 19 MIN 39 SEC E, ALG SD NLY BUILDING LN, A DIST OF 61.75 FT TO A PT OF INTERSEC OF SD NLY BUILDING

LN; AND THE AFOREMENTIONED WLY BUILDING LN; TH N 00 DEG 10 MIN 00 SEC E, ALG SD WLY BUILDING LN, A DIST OF 116 FT TO THE POB, CONT 29902 SF M/L (1489/6483)PI#32605.0005/9

817 Manatee Avenue West
FM NW COR OF LOT 1 BLK 16 ADAMS ANNEX PB 1 P 158, RUN E 15 FT M/L TO SE INTERSEC COR OF MANATEE AVE & 9TH ST W, RUN E ALG SD S LN OF MANATEE AVE 67.0 FT TO A PT OF REFERENCE, CONT E ALG S LN OF MANATEE AVE 141.17 FT TO A PT ON W BLDG LN OF AN EXISTING BLDG, SD PT BEING POB, RUN S ALG W FACE OF BLDG PILASTERS 110.42 FT TO A PT, RUN W ALG A LN PARALLEL TO S LN OF MANATEE AVE 29.50 FT TO A PT, RUN N 110.42 FT TO S LN OF MANATEE AVE, RUN ALG S LN OF MANATEE AVE 29.50 FT TO POB, SD PARCEL OF LAND BEING 29.50 FT BY 110.42 FT, LY IN LOTS 4 & 5 OF WAITES RESUBD, DESC (DB 271 P 347) PI#32623.0000/1

805 Manatee Avenue West
LOTS 1,2,3 & LOT 5 LESS W 45 FT WAITES SUB ORB 777 PGS 142,143, 144 PI#32620.0000/7

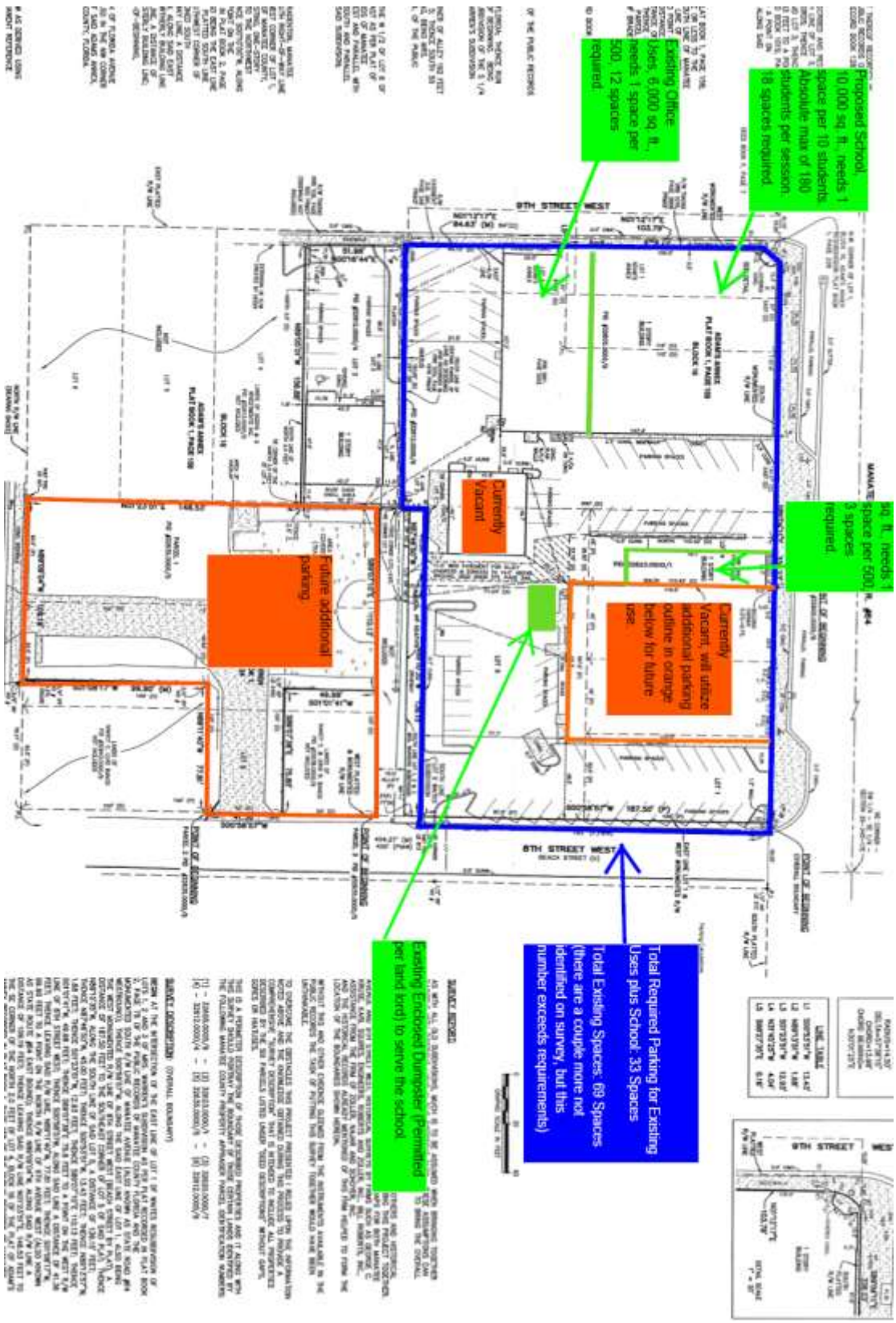
520 8th Street West
THE E 75 FT OF N 50 FT OF LOTS 5 AND 6, MRS WARRENS SUB PI#32638.0000/9

814 6th Avenue West
PARCEL 1: LOT 4, MRS WARRENS SUB; PARCEL 2: BEG ON THE W SIDE OF BEACH ST 100 FT N OF WASHINGTON ST, TH RUN N 42 FT; TH W 125 FT; TH S 42 FT; TH E 125 FT TO THE POB, BEING A PART OF LOTS 5 AND 6 OF MRS WARREN'S SUB OF THE W1/2 OF LOT 6 OF WHITE'S SUB OF THE S1/4 OF THE SE1/4 OF SEC 26, PARCEL 3: THE W 50 FT OF THE FOLLOWING DESC PROPERTY: BEG ON BEACH ST AT THE SE COR OF ALLEY 192 FT N OF WASHINGTON ST, TH W 125 FT TO W LN OF LOT 5, TH S 50 FT; TH E 125 FT, M/L TO BEACH ST, TH N 50 FT TO THE POB, BEING IN MRS WARREN'S SUB OF W1/4 OF LOT 6 OF WHITE'S PLAT, PARCEL 4: BEG 78 FT 2 INCHES W OF THE SE COR OF LOT 6 OF MRS. WARREN'S SUB, OF THE W1/2 OF LOT 6 OF WHITE'S SUB OF THE S1/2 OF THE SE1/4 OF SEC 26, TH N AND PARALLEL WITH THE E SIDE OF LOT 6, 100 FT, TH W AND PARALLEL WITH THE S LN OF LOTS 5 AND 6 OF MRS. WARREN'S SUB, 46 FT AND 10 INCHES; TH S AND PARALLEL WITH THE W LN OF LOT 6 OF SD SUB 100 FT TO THE S LN OF SD LOT 5 OF SD SUB; TH E 46 FT AND 10 INCHES TO TH POB, (1520/6555) PI#32635.0000/5

Parcel 3261200059

A PARCEL OF LAND LYING IN SEC 26, TWN 34S, RNG 17E, BEING MORE PARTICULARLY DESC AS FOLLOWS: BEG AT THE PT OF INT OF THE E R/W LN OF 9TH ST W AS DESC & REC IN OR BK 128, PG 502, PRMCF & THE N LN OF LOT 3, BLK 16, ADAMS ANNEX, AS PER PLAT THEREOF REC IN PB 1, PG 158 OF SD PUBLIC RECORDS; TH N 89 DEG 32 MIN 03 SEC E, ALG SD N LN, A DIST OF 158.99 FT TO THE NE COR OF SD LOT 3; TH N 00 DEG 06 MIN 03 SEC E, ALG THE NLY EXT OF THE E LN OF SD LOT 3, A DIST OF 3.83 FT TO A PT ON THE S LN OF THAT CERTAIN PARCEL OF LAND AS DESC & REC IN OR BK 1019, PG 1976 OF SD PUBLIC RECORDS; TH S 89 DEG 24 MIN 50 SEC W, ALG SD S LN, A DIST OF 159.06 FT TO A PT ON AFOREMENTIONED E MONUMENTED R/W LN OF 9TH ST W; TH S 00 DEG 54 MIN 00 SEC E, ALG SD R/W LN, A DIST OF 3.49 FT TO THE POB. (2244/5655) PI#32612.0005/9

EXHIBIT B


Proposed School: 10,000 sq. ft., needs 1 space per 10 students. Absolute max of 180 students per session: 18 spaces required.
Existing Office: Uses, 6,000 sq. ft., needs 1 space per 500; 12 spaces required.
sq. ft., needs 1 space per 500; 3 spaces required.
Currently Vacant
Future additional Parking
Currently Vacant, will utilize additional parking outline in orange below for future use.
Existing Enclosed Dumpster (Permitted per land lord) to serve the school
Total Required Parking for Existing Uses plus School: 33 Spaces
Total Existing Spaces: 69 Spaces (there are a couple more not identified on survey, but this number exceeds requirements)
8TH STREET WEST
8TH STREET

RECEIVED
By Monica Friedl at 12:04 pm, Mar 08, 2024

bradenton
The Friendly City

Special Use 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: Persistence 247 LLC (Owners)- ALS Education, LLC (Proposed Tenant/User)

Owner Address: 701 S. Olive Street, Suite 105, West Palm Beach, FL 33401 Telephone:

Name of Agent: Kyle W. Grimes, Esq., Grimes Hawkins Gladfelter & Galvano, P.L.

Agent Address: 1023 Manatee Avenue West, Bradenton, FL 34205 Telephone: 941-748-0151

Owner/Agent Email: kgrimes@grimesgalvano.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 817 Manatee Avenue West, Bradenton, FL 34205

Parcel ID: 3260500059 & 3263500005 Acreage: 1.4 +/-

Zoning District: T6 *click to view Zoning map

Future Land Use: Urban Core *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: N/A *click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Indicate Type of Special Use Request:

Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: The proposed use is an academic high school with limited enrollment, which will provide a curriculum for accelerated learning for those students, approximate ages 16-21.

MATERIALS FOR REVIEW (REQUIRED)

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
  - Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

FEE COLLECTED: $

RECEIPT #:

Application Sufficiency:
Sufficient:☐
Incomplete:☐

APPLICATION #: 240887

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

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

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

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: 817 MANATEE AVE W BRADENTON FL 34205

I, HOWARD P SLOMKA, the registered property owner(s) of the above noted property, do hereby authorize

Kyle W. Grimes, Esq. — Print Name of Agent
Grimes Hawkins Gladfelter & Galvano, P.L — 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.

Howard P. Slomka — Signature of Owner(s)

701 S OLIVE STREET SUITE 105 WEST PALM BEACH, FL 33401 — Owner(s) Address (if different than property above)

1023 Manatee Ave W, Bradenton FL 34205; 941-748-0151 — Agent Address and Phone

Signature of Agent

NOTARY — REQUIRED

STATE OF ~~FLORIDA, MANATEE~~ GEORGIA, FULTON COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 2nd day of February, ~~produced~~ ___ Personally Known to me respectively, as identification and who did (did not) take an oath:

Marsha T. Lanier
Signature

Marsha T. Lanier, Notary Public
Print Name

State of ~~Florida~~ Georgia
My Commission Expires: 11/17/2026

MARSHA T. LANIER NOTARY PUBLIC

DEED DESCRIPTION:

INSTRUMENT #202041132361 – PARCEL #32612.0000/4

LOT 3 AND THE NORTH 2 FEET OF LOT 4, BLOCK 16, ADAMS ANNEX, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 158, AND PLAT SHOWING A RE-SURVEY RECORDED IN PLAT BOOK 1, PAGE 228, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS RIGHT-OF-WAY TO CITY OF BRADENTON AS DESCRIBED IN OFFICIAL RECORD BOOK 128, PAGE 502 OF SAID RECORDS.

ALSO: PARCEL #32612.0005/9 (HIATUS PARCEL)
BEGIN AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 9TH STREET WEST AS DESCRIBED AND REC IN OFFICIAL RECORD BOOK 128, PAGE 502, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND NORTH LINE OF LOT 3, 16, ADAMS ANNEX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 158 OF SAID PUBLIC RECORDS; THENCE N89°32'03"E, ALONG SAID NORTH LINE, A DISTANCE OF 158.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENC N00°06'03"E, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 3.83 FEET TO A PO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1019, PA OF SAID PUBLIC RECORDS; THENCE S89°24'50"W, ALONG SAID SOUTH LINE, A DISTANCE 159.06 FEET TO A POINT ON AFOREMENTIONED EAST MONUMENTED RIGHT-OF-WAY LINE OF 9TH STREET WEST; THENCE S00°54'00"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3.49 FEET TO THE POINT OF BEGINNING.
CONTAINING 582 SQUARE FEET, MORE OR LESS.

INSTRUMENT #202041071522 – PARCEL #32623.0000/1

FROM THE NW CORNER OF LOT 1, BLOCK 16 OF ADAMS ANNEX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, RUN DUE EAST A DISTANCE OF 15 FEET MORE OR LESS TO THE INTERSECTION CORNER OF MANATEE AVENUE AND 9TH STREET WEST; THENCE RUN EAST ALONG SAID SOUTH LINE OF MANATEE AVENUE A DISTANCE OF 67.0 FEET TO A POINT OF REFERENCE; THENCE CONTINUE EAST ALONG SOUTH LINE OF AVENUE A DISTANCE OF 141.17 FEET TO A POINT ON BUILDING LINE OF AN EXISTING BUILDING, THE SAID POINT I **POINT OF BEGINNING;** THENCE RUN SOUTH ALONG THE WEST FACE OF EXISTING BUILDING PILASTERS A DISTANCE TO A POINT; THENCE RUN WEST ALONG A LINE PARALLEL TO THE SOUTH LINE MANATEE AVENUE A DISTANCE OF A POINT; THENCE RUN NORTH A DISTANCE OF 110.42 FEET TO THE SOUTH LINE OF MANATEE AVENUE; THENCE SOUTH LINE OF MANATEE AVENUE A DISTANCE OF 29.50 FEET TO THE POINT OF BEGINNING: THE SAID PARCEL 29.50 FEET BY 110.42 FEET, LYING AND SITUATE IN LOTS 4 AND 5 OF WAITES RESUBDIVISION IN CITY OF BRADE

INSTRUMENT #202041079169 – PARCEL #32620.0000/7

LOTS 1, 2, 3 AND LOT 5 LESS WEST 45 FEET OF WAITES SUBDIVISION, AS RECORDED IN OFFICIAL RECORD BOOK 142, 143, 144 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

INSTRUMENT #202041079202 – PARCEL #32635.0000/5

PARCEL 1
LOT 4 OF MRS. WARREN'S SUBDIVISION. AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 124, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2
BEGIN AT THE WEST SIDE OF BEACH STREET 100 FEET NORTH OF WASHINGTON STREET IN BRADENTON, FLORIDA; THENCE RUN NORTH 42 FEET, THENCE WEST 125 FEET; THENCE SOUTH 42 FEET; THENCE EAST 125 FEET TO POINT OF BEGINNING. BEING PART OF LOTS 5 AND 6 OF MRS. WARREN'S SUBDIVISION OF THE WEST 1/2 OF LOT 6 OF WHITES SUBDIVISION OF THE S 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, AS SHOWN ON MAP OF MRS. WARREN'S SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 124, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 3
THE WEST 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY: **BEGIN** ON BEACH STREET AT THE SE CORNER OF ALLEY 192 FEET NORTH WASHINGTON STREET, BRADENTON, FLORIDA; THENCE WEST 125 FEET TO THE WEST LINE OF LOT 5; THENCE SOUTH 50 FEET; THENCE EAST 125 FEET, MORE OR LESS TO BEACH STREET; THENCE NORTH 50 FEET TO BEGINNING, BEING MRS. WARREN'S SUBDIVISION OF W 1/4 OF LOT 6 OF WHITE'S PLAT AS RECORDED IN PLAT BOOK 1, PAGE 124, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 4
BEGINNING 78 FEET 2 INCHES WEST OF THE SE CORNER OF LOT 6 OF MRS. WARRENS SUBDIVISION, OF THE W 1/2 OF LOT 6 OF WHITE'S SUBDIVISION OF THE S 1/2 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST AS PER PLAT OF MRS. WARREN'S SUBDIVISION APPEARING OF RECORD IN PLAT BOOK 1, PAGE 124, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH AND PARALLEL WITH THE EAST SIDE OF LOT 6, 100 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF LOTS 5 AND 6 OF MRS. WARREN'S SUBDIVISION 46 FEET AND 10 INCHES; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF LOT 6 OF SAID SUBDIVISION 100 FEET TO THE SOUTH LINE OF SAID LOT 5 OF SAID SUBDIVISION; THENCE EAST 46 FEET AND 10 INCHES TO POINT OF BEGINNING.

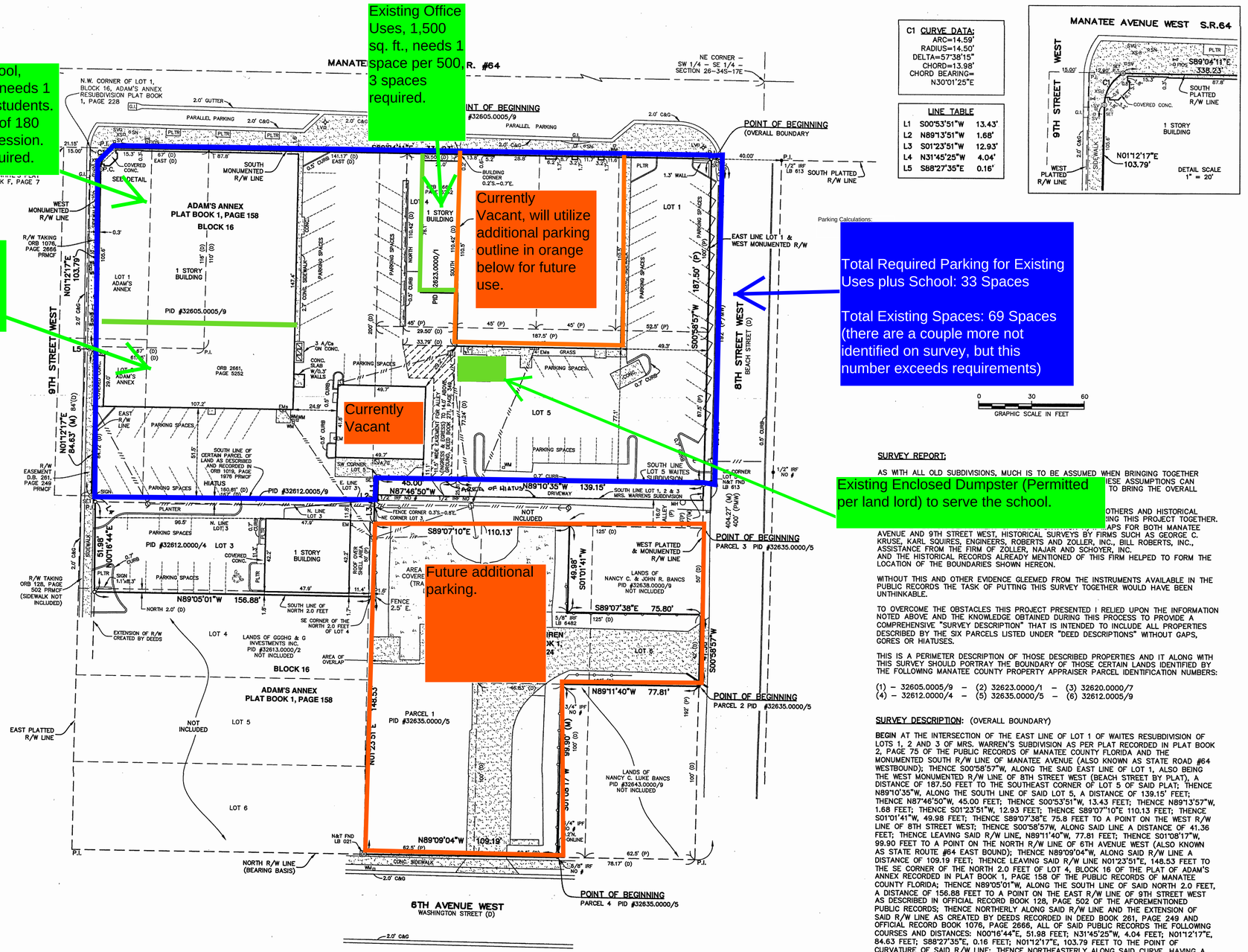
INSTRUMENT #202041071522 – PARCEL #32605.0005/9

A PARCEL OF LAND LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST CITY OF BRADENTON, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGIN** AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MANATEE AVENUE WEST (STATE ROAD #64), SAID POINT LYING 67.0 FEET EASTERLY OF THE NORTHWEST CORNER OF LOT 1, BLOCK 16, ADAMS ANNEX RESUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 228, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING ON THE NORTHERLY EXTENSION OF THE WESTERLY BUILDING LINE OF AN EXISTING, ONE-STORY BLOCK BUILDING; THENCE EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 111.67 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED 271, PAGE 347, OF SAID PUBLIC RECORDS; THENCE S00°10'00"W, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 110.42 FEET; THENCE S89°52'06"E, 33.19 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE PLATTED EAST LINE OF LOT 4 OF WAITES RESUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 75, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°18'32"W, ALONG SAID EXTENSION, ALSO BEING THE EAST LINE OF THE WEST 45.0 FEET OF THE LOT 5 OF SAID WAITES RESUBDIVISION, A DISTANCE OF 77.24 FEET TO THE PLATTED SOUTH LINE OF SAID LOT 5; THENCE N88°31'08"W, ALONG SAID SOUTH LINE, A DISTANCE OF 45.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE S00°18'23"W, 13.43 FEET TO A POINT LYING 200 FEET SOUTH OF THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF MANATEE AVENUE WEST; THENCE WEST, PARALLEL TO SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 160.81 FEET TO THE EXISTING EAST RIGHT-OF-WAY LINE OF 9TH STREET WEST; THENCE N00°13'27"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 84.72 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY BUILDING LINE OF AN EXISTING ONE-STORY, BLOCK BUILDING; THENCE S89°19'39"E, ALONG SAID NORTHERLY BUILDING LINE, A DISTANCE OF 61.75 FEET TO A POINT OF INTERSECTION OF SAID NORTHERLY BUILDING LINE, AND AFOREMENTIONED WESTERLY BUILDING LINE; THENCE N00°10'00"E, ALONG SAID WESTERLY BUILDING LINE, A DISTANCE OF 116.00 FEET TO THE POINT-OF-BEGINNING, CONTAINING 29,902 SQUARE FEET, MORE OR LESS.

A PARCEL OF LAND 116 FEET NORTH AND SOUTH BY 67 FEET EAST AND WEST AT THE SE INTERSECTION OF FLORIDA AVENUE (9TH STREET) AND MANATEE AVE, BEING IN THE NW CORNER OF LOTS "B" AND 6 WHITE'S PLAT AND ALSO IN THE NW CORNER OF BLOCK 16 OF ADAMS ANNEX TO WHITE'S SUBDIVISION, RECORDED IN DEED BOOK "F", PAGE 7 AND OF SAID ADAMS ANNEX, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

NOTES:

1. BEARINGS SHOWN HEREON REFER TO THE NORTH R/W LINE OF 6TH AVENUE WEST BEING N89°09'04"W AS DERIVED USING REAL TIME KINEMATICS (RTK) METHODS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S PERMANENT REFERENCE NETWORK, NORTH AMERICAN DATUM 1983 (1999 ADJUSTMENT), FLORIDA WEST ZONE.
2. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS OTHER THAN THOSE SHOWN, IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY.
3. THE SUBJECT LAND LIES IN ZONES "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), NUMBER 12081C0302F (FIRM INDEX DATED 8/10/21). SUBJECT TO VERIFICATION.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
5. THE DEED DESCRIPTIONS SHOWN HEREON WERE TAKEN FROM INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. THE SURVEY DESCRIPTION WAS CREATED BY THIS FIRM.
6. THIS SURVEY 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.
7. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.
8. THE SUBJECT LAND AS SURVEYED CONTAINS 99,711 SQUARE FEET OR 2.29 ACRES, MORE OR LESS.
9. MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBERS FOR THESE PARCEL ARE (1) 32605.0005/9 – (2) 32623.0000/1 – (3) 32620.0000/7 – (4) 32612.0000/4 – (5) 32635.0000/5 AND (6) 32612.0005/9.
10. LOCATION OF FENCES SHOWN HEREON ARE LIMITED TO ONLY THOSE POINTS NOTED.
11. THE MARKED PARKING SPACES WERE NOT LOCATED FOR PURPOSES OF THIS SURVEY. THE PARKING AREAS ARE SHOWN AS MARKED PARKING SPACES FOR CLARITY ONLY.



C1 CURVE DATA:
ARC=14.59'
RADIUS=14.50'
DELTA=57°38'15"
CHORD=13.98'
CHORD BEARING= N30°01'25"E

LINE TABLE		
L1	S00°53'51"W	13.43'
L2	N89°13'51"W	1.68'
L3	S01°23'51"W	12.93'
L4	N31°45'25"W	4.04'
L5	S88°27'35"E	0.16'

SURVEY REPORT:

AS WITH ALL OLD SUBDIVISIONS, MUCH IS TO BE ASSUMED WHEN BRINGING TOGETHER ...IESE ASSUMPTIONS CAN ... TO BRING THE OVERALL ...OTHERS AND HISTORICAL ...ING THIS PROJECT TOGETHER. ...APS FOR BOTH MANATEE AVENUE AND 9TH STREET WEST, HISTORICAL SURVEYS BY FIRMS SUCH AS GEORGE C. KRUSE, KARL SQUIRES, ENGINEERS, ROBERTS AND ZOLLER, INC., BILL ROBERTS, INC., ASSISTANCE FROM THE FIRM OF ZOLLER, NAJAR AND SCHOYER, INC. AND THE HISTORICAL RECORDS ALREADY MENTIONED OF THIS FIRM HELPED TO FORM THE LOCATION OF THE BOUNDARIES SHOWN HEREON.

WITHOUT THIS AND OTHER EVIDENCE GLEEMED FROM THE INSTRUMENTS AVAILABLE IN THE PUBLIC RECORDS THE TASK OF PUTTING THIS SURVEY TOGETHER WOULD HAVE BEEN UNTHINKABLE.

TO OVERCOME THE OBSTACLES THIS PROJECT PRESENTED I RELIED UPON THE INFORMATION NOTED ABOVE AND THE KNOWLEDGE OBTAINED DURING THIS PROCESS TO PROVIDE A COMPREHENSIVE "SURVEY DESCRIPTION" THAT IS INTENDED TO INCLUDE ALL PROPERTIES DESCRIBED BY THE SIX PARCELS LISTED UNDER "DEED DESCRIPTIONS" WITHOUT GAPS, GORES OR HIATUSES.

THIS IS A PERIMETER DESCRIPTION OF THOSE DESCRIBED PROPERTIES AND IT ALONG WITH THIS SURVEY SHALL PORTRAY THE BOUNDARY OF THOSE CERTAIN LANDS IDENTIFIED BY THE FOLLOWING MANATEE COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS:

(1) – 32605.0005/9 – (2) 32623.0000/1 – (3) 32620.0000/7
(4) – 32612.0000/4 – (5) 32635.0000/5 – (6) 32612.0005/9

SURVEY DESCRIPTION: (OVERALL BOUNDARY)

BEGIN AT THE INTERSECTION OF THE EAST LINE OF LOT 1 OF WAITES RESUBDIVISION OF LOTS 1, 2 AND 3 OF MRS. WARREN'S SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 75 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA AND THE MONUMENTED SOUTH R/W LINE OF MANATEE AVENUE (ALSO KNOWN AS STATE ROAD #64 WESTBOUND); THENCE S00°58'57"W, ALONG THE SAID EAST LINE OF LOT 1, ALSO BEING THE WEST MONUMENTED R/W LINE OF 8TH STREET WEST (BEACH STREET BY PLAT), A DISTANCE OF 187.50 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT; THENCE N89°10'35"W, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 139.15' FEET; THENCE N87°46'50"W, 45.00 FEET; THENCE S00°53'51"W, 13.43 FEET; THENCE N89°13'57"W, 1.68 FEET; THENCE S01°23'51"W, 12.93 FEET; THENCE S89°07'10"E 110.13 FEET; THENCE S01°01'41"W, 49.98 FEET; THENCE S89°07'38"E 75.8 FEET TO A POINT ON THE WEST R/W LINE OF 8TH STREET WEST; THENCE S00°58'57W, ALONG SAID LINE A DISTANCE OF 41.36 FEET; THENCE LEAVING SAID R/W LINE, N89°11'40"W, 77.81 FEET; THENCE S01°08'17"W, 99.90 FEET TO A POINT ON THE NORTH R/W LINE OF 6TH AVENUE WEST (ALSO KNOWN AS STATE ROUTE #64 EAST BOUND); THENCE N89°09'04"W, ALONG SAID R/W LINE A DISTANCE OF 109.19 FEET; THENCE LEAVING SAID R/W LINE N01°23'51"E, 148.53 FEET TO THE SE CORNER OF THE NORTH 2.0 FEET OF LOT 4, BLOCK 16 OF THE PLAT OF ADAM'S ANNEX RECORDED IN PLAT BOOK 1, PAGE 158 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA; THENCE N89°03'01"W, ALONG THE SOUTH LINE OF SAID NORTH 2.0 FEET, A DISTANCE OF 156.88 FEET TO A POINT ON THE EAST R/W LINE OF 9TH STREET WEST AS DESCRIBED IN OFFICIAL RECORD BOOK 128, PAGE 502 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE NORTHERLY ALONG SAID R/W LINE AND THE EXTENSION OF SAID R/W LINE AS CREATED BY DEEDS RECORDED IN DEED BOOK 261, PAGE 249 AND OFFICIAL RECORD BOOK 1076, PAGE 2666, ALL OF SAID PUBLIC RECORDS THE FOLLOWING COURSES AND DISTANCES: N00°16'44"E, 51.98 FEET; N31°45'25"W, 4.04 FEET; N01°12'17"E, 84.63 FEET; S88°27'35"E, 0.16 FEET; N01°12'17"E, 103.79 FEET TO THE POINT OF CURVATURE OF SAID R/W LINE; THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 14.50 FEET AND A DELTA ANGLE OF 57°38'15" AN ARC DISTANCE OF 14.59 FEET TO THE INTERSECTION OF SAID CURVE AND R/W LINE WITH THE SOUTHERLY R/W LINE OF THE AFOREMENTIONED MANATEE AVENUE; THENCE S89°04'11"E ALONG SAID R/W LINE A DISTANCE OF 338.23 FEET TO THE POINT OF BEGINNING.

THE ABOVE CONTAINING 99,711± SQUARE FEET OR 2.29± ACRES

LEGEND

o	= 1/2" IRON ROD SET – LB 613	PRMCF	= PUBLIC RECORDS OF MANATEE COUNTY FLORIDA	G.I.	= GRATE INLET
◎	= NAIL AND TAB SET OR FOUND AS NOTED	D.B.	= DEED BOOK	MH	= MANHOLE
●	= IRON ROD FOUND (IRF) AS NOTED	ORB	= OFFICIAL RECORD BOOK	ø	= CLEAN OUT
⊛	= IRON PIPE FOUND (IPF) AS NOTED	L#	= LINE (SEE LINE TABLE)		= FENCE
LB	= LICENSED BUSINESS	C#	= CURVE (SEE CURVE DATA)		= DOWN GUY
R/W	= RIGHT-OF-WAY	PID	= PARCEL IDENTIFICATION NUMBER		= OVERHEAD UTILITY LINES
P.I.	= POINT OF INTERSECTION	FND	= FOUND		= WOOD UTILITY POLE
P.T.	= POINT OF TANGENCY	A/C	= AIR CONDITIONER		= CONC. UTILITY POLE
P.C.	= POINT OF CURVATURE	PLTR	= PLANTER	EM	= ELECTRIC METER
(P)	= PLAT	C&G	= CURB & GUTTER	WM	= WATER METER
(P/MW)	= PLAT OF MRS. WARREN	CI	= CURB INLET		= WATER VALVE
(M)	= MEASURED				= LIGHT POLE
(D)	= DEED				

LV	= LIGHT VAULT	
XS	= CROSS WALK SIGNAL	
SV	= TRAFFIC SIGNAL VAULT	
SN	= STREET SIGN	
FOS	= FIOS VAULT	
	= HANDICAP PARKING	
	= ASPHALT	
	= CONC. = CONCRETE	
	= SHELL	

BOUNDARY SURVEY

LYING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

FOR: MAVERICK 365 LLC

ADDRESS: 811 MANATEE AVENUE WEST, BRADENTON FLORIDA

BY: _____
LEO MILLS, JR. REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 3513
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR THE DIGITAL EQUIVALENT, OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

07-12-21
DATE OF SURVEY

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

CERTIFIED TO:
MAVERICK 365 LLC; PERSISTENCE 247 LLC; ZIP 100 LLC; MOTIVATION ONE LLC

JOB NO.	E 1551	REVISION	DATE	BY
DRAWN BY:	TIM / CHECKED BY: LMJr			
FILE:	E1551.DWG / TIM			
COGO FILE:	E1551.CGO / GHM/LMJr			
SCALE:	1" = 30' (SEE GRAPHIC SCALE)			

Dr. 31 # 363


FOR LEASE
AMERICAN
PROPERTY GROUP
AMR.PGM
RETAIL / MEDICAL / OFFICE
NOW AVAILABLE!





GRIMES GALVANO
Grimes Hawkins Gladfelter & Galvano, P.L.
Attorneys at Law | Est. 1922

March 8, 2024

City of Bradenton
Dept. of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

Caleb J. Grimes
Jack Hawkins
Bill Galvano
Derin Parks
Kyle W. Grimes
Neil G. Taylor
Mitchell O. Palmer
Stephen R. Josephik
Chad Manausa
Gianna M. Tomeo

Of Counsel
Leslie Horton Gladfelter

Project Narrative and Review Criteria

On behalf of our client, ALS Education, LLC, and the property owner, Persistence 247 LLC, we are submitting this request for Special Use for a school within an existing building located at the south-east corner of Manatee Avenue and 9th Street West, with a property address of 817 Manatee Avenue West. The site is located within the Urban Core Future Land Use Category and is zoned T6. The proposed school will be an academic High School with limited enrollment, which will provide a curriculum for accelerated learning for those students, approximate ages 16-21, who elect this accelerating learning over standard high school programs.

ALS Education, LLC manages 23 high schools with locations in Florida, North Carolina, and Georgia. It has operated schools for over 30 years with a history of long-standing relationships and contract renewals with authorizing school districts. The primary reasons that a student or family chooses to enroll in an ALS high school include, but are not limited to, a need for more flexibility to accommodate work or childcare responsibilities, an interest in a smaller school with more individual attention, an interest in accelerating course completion toward graduation, and an interest in focusing on post-secondary planning, industry credentials, or military.

ALS managed schools operate with two sessions during the week, a morning session from 7:00 a.m. to 12:00 p.m., and an afternoon session from 12:30 p.m. to 5:30 p.m. In addition, the school will mirror the district's school calendar relating to holidays. The school anticipates daily attendance projections of approximately 75 students per session in year one. This number is projected to mature to a maximum of 180 students by year three. It is important to note that the school will not operate traditional school bussing (i.e., yellow school buses). A majority of students will rely on public transportation.

Special Use Application Review Criteria

Section 3.3 Land Use Regulations

1. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

The proposed school site is located within an existing building at the southeast corner of Manatee Avenue West and 9th Street West. The project has four existing points of ingress/egress from four different adjacent roadways, including Manatee Avenue West, 9th Street West, 6th Avenue West (through the future parking lot), and 8th Street West (through the existing alley into the site). Moreover, the adjacent and nearby thoroughfare roadways all have existing sidewalks for appropriate pedestrian access to the site. This is of particular importance to the Applicant as the majority of students attending the school will travel to the site via public transportation. Within walking distance of the school site, there are several bus stations, which will allow for safe and efficient access to the site. The heavy reliance on public transportation will also significantly reduce the schools' traffic generation and impact on the affected roadways.

2. Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

The Applicants for this special use permit include the operator of the school and the property owner of all lands identified in the enclosed sketch. The subject site and adjacent buildings identified on the enclosed sketch, are all controlled by one landlord and are currently served by 69 parking spaces. Within this building compound, there is a total of 7,500 sq. ft. of existing office uses, which require 15 parking spaces (1 per 500 sq. ft. per the Form Based Code in T6 Zoning). Moreover, as indicated in the DRC notes, the proposed school is required to provide parking at ratio of 1 per 10 students. Although the current plan is to have a total of 75 students per session (two sessions per day), it is possible that the school could potentially have a maximum of 180 students per session over the next several years. Accordingly, the applicant is planning for the most intense possible use, 180 students per session for a total of 18 required parking spaces. Therefore, based on the existing uses and proposed school, 33 parking spaces are required, and 69 spaces are currently available. Lastly, the remaining vacant buildings within the compound (identified on the enclosed sketch), will ultimately be served by the future parking lot also identified on the enclosed sketch, which is anticipated to accommodate 48+/- additional parking spaces.

3. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

As identified on the enclosed sketch, there is an existing pad and PVC enclosure for dumpsters that will adequately serve the school site. Photographs of the dumpster have also been included

with this application. This dumpster enclosure was previously permitted with the City of Bradenton.

4. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

There are existing utilities serving the subject site that are adequate for the proposed use.

5. Screening, buffering or separation of any nuisance or hazardous feature of the use.

As the proposed use will be with an existing building and existing parking, there will be no changes to screening or buffering.

6. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Any signs that may be located on the exterior of the building, if any, shall comply with all applicable City of Bradenton regulations.

7. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.

The proposed use shall not hinder the development of any nearby vacant properties or adversely affect their economic values.

8. Adequacy of land and/or building which are to be used.

The existing building space is of sufficient size to adequately accommodate the proposed school. Moreover, as indicated above and on the enclosed sketch, the existing parking lots are of sufficient size to adequately serve the parking needs of the proposed school and the existing office uses.

9. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.

The proposed school site is an appropriate location for the Urban Core Future Land Use Category and T6 zoning district. The site is situated within a block dimension bounded by roadways that provide access and contains adequate existing parking. The school site is unique as it shares the block with existing professional office uses and vacant structures where the school's hours of operation are consistent with typical businesses. The existing professional offices will not be affected by any bussing as is typical with most schools. Moreover, given the schools heavy reliance on public transportation, the site is ideally located in an area with several bus stations in close proximity, with existing sidewalks providing appropriate pedestrian access to the school.

10. Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

This area of the city is almost entirely developed. The proposed use will be within an existing building and will not pose any adverse impact on the environmental quality of the district.

11. Consistency with the City of Bradenton Comprehensive Plan.

The subject site is located with the Urban Core Future Land Use Category of the City of Bradenton Comprehensive Plan. The Urban Core envisions a broad range of uses including, but not limited to, non-residential (including office and commercial), public facilities, **educational**, institutional, restaurants, residential and other uses. The proposed school is consistent with Goal 3 of the Comprehensive Plan's site selection for growth and development pattern and is permissible in all Future Land Use Categories. The proposed school is consistent with Policy 3.3.2 (Compatibility) as it is located within a block dimension and shares the block with existing professional office uses. The school is not auto-oriented as there will be no bussing of students to affect the operations of neighboring businesses within the block. The proposed location is not within a Coastal High Hazard Area. Accordingly, the proposed school is compatible with the long range goals of the Comprehensive Plan.

RESPONSE TO CERTAIN DRC COMMENTS

Response to Planning Department's DRC Comments:

Section 1.5.8

The proposed school site will utilize a portion of the existing building located at the southeast corner of Manatee Avenue West and 9th Street West. There is no proposed expansion of the existing building nor any exterior remodeling. To the extent any exterior signage is added for the school, it will comply with all applicable City of Bradenton rules and regulations.

Section 4.2 – Pre-Existing Conditions

Substantial Improvement: Although the proposed school shall include interior remodeling to a portion of the existing building, such improvements will not be considered a "substantial improvement" as the cost to facilitate such improvements will not equal or exceed fifty percent (50%) of the market value of the existing structure. Moreover, the main improvements to the interior will be primarily cosmetic in nature as well as adding few interior walls to create classrooms and office space. The site will also be retrofitted to include a fire sprinkler system as required by applicable laws and regulations.

Table 4.8 Parking Regulations

The school site will meet or exceed the required parking regulations of one (1) space per ten (10) students. As discussed during the pre-application meeting, the structure of the school is two (2) five (5) hour sessions, and students pick which session to attend, not both. The two sessions do not overlap, the first session will be 7:00 am to 12:00 pm and the second session will be 12:30 pm to 5:30 pm. The initial enrollment is anticipated to be 75 students per session. Over the next several years, enrollment has the potential to increase to approximately 180 students per session. Accordingly, at is maximum enrollment, the school will need a total of 18 parking spaces. The subject site and adjacent buildings identified on the enclosed sketch, are all controlled by one landlord and are currently served by 69 parking spaces. Within this building compound, there is a total of 7,500 sq. ft. of existing office uses, which require 15 parking spaces (1 per 500 sq. ft. per the Form Based Code in T6 Zoning). Moreover, as indicated in the DRC notes, the proposed school is required to provide parking at a ratio of 1 per 10 students. As the Applicant is planning

for the most intense possible use, 180 students per session, that would require a total of 18 parking spaces. Therefore, based on the existing uses and proposed school, 33 parking spaces are required, and 69 spaces are currently available. Lastly, the remaining vacant buildings within the compound (identified on the enclosed sketch), will ultimately be served by the future parking lot also identified on the enclosed sketch, which is anticipated to accommodate 48+/- additional parking spaces.

Also enclosed with our application are the following:

1. Special Use Application form
2. Agent Authorization form
3. Site Plan
4. Property Survey
5. Pictures of Dumpster Enclosure

Sincerely,

GRIMES HAWKINS GLADFELTER
& GALVANO, P.L.



Kyle W. Grimes, Esquire
kgrimes@grimesgalvano.com
941-748-0151

Agent Authorization Form

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

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 809 Manatee Avenue West, Bradenton, FL 34205

I, Howard P. Slomka, as Manager of Maverick 365, LLC, the registered property owner(s) of the above noted property, do hereby authorize

Kyle W. Grimes, Esq. — Print Name of Agent
Grimes Hawkins Gladfelter & Galvano, P.L. — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

for Maverick 365, LLC
Signature of Owner(s)

701 S. Olive Street, Suite 105, West Palm Beach, FL 33401
Owner(s) Address (if different than property above)

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

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

NOTARY — REQUIRED

Marsha T. Lanier
Signature

Marsha T. Lanier, Notary Public
Print Name

MARSHA T. LANIER NOTARY PUBLIC CLERK'S COUNTY, GA

State of ~~Florida~~ Georgia
My Commission Expires: 11-17-2026

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 817 Manatee Avenue West, Bradenton, FL 34205

I, Howard P. Slomka, as Manager of Persistence 247, LLC, the registered property owner(s) of the above noted property, do hereby authorize

Kyle W. Grimes, Esq. — Print Name of Agent

Grimes Hawkins Gladfelter & Galvano, P.L. — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

For Persistence 247, LLC

Signature of Owner(s)

701 S. Olive Street, Suite 105, West Palm Beach, FL 33401
Owner(s) Address (if different than property above)

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

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

NOTARY — REQUIRED

Marsha T. Lanier
Signature

Marsha T. Lanier, Notary Public
Print Name

MARSHA T. LANIER NOTARY PUBLIC DEKALB COUNTY, GA

State of Florida
My Commission Expires: 11.17.2026

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 814 6th Avenue West, Unit 5, Bradenton, FL 34205

I, Howard P. Slomka, as Manager of Zip100, LLC, the registered property owner(s) of the above noted property, do hereby authorize

Kyle W. Grimes, Esq. — Print Name of Agent

Grimes Hawkins Gladfelter & Galvano, P.L. — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

for ZIP100, LLC

Signature of Owner(s)

701 S. Olive Street, Suite 105, West Palm Beach, FL 33401
Owner(s) Address (if different than property above)

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 15th day of April, ~~produced~~ ___ personally known respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Marsha T. Lanier
Signature

Marsha T. Lanier, Notary Public
Print Name

MARSHA T. LANIER NOTARY PUBLIC DEKALB COUNTY, GA

State of ~~Florida~~ Georgia
My Commission Expires: 11-17-2026

City of Bradenton
Planning and Community Development
City Council
May 22, 2024

Staff Report

Resolution: 24-30
Case Number: SU.24.0887
Applicant: Kyle W. Grimes, Esq., Grimes Hawkins Gladfelter & Galvano, P.L.
Address: 817 Manatee Avenue West
Zoning: T6 (Urban Core)
Future Land Use: URBCORE (Urban Core)
Flood Zone: X
Surrounding Property- Zoning:
North: T6 (Urban Core)
East: T6 (Urban Core)
South:T6 (Urban Core)
West: T6 (Urban Core)
Surrounding Property- Future Land Use:
North: URBCORE (Urban Core)
East: URBCORE (Urban Core)
South: URBCORE (Urban Core)
West: URBCORE (Urban Core)

SUMMARY OF REQUEST

Kyle W. Grimes, agent, has submitted a Special Use application requesting permission to allow for a change of use for an accelerated learning, academic high school with limited enrollment targeted for ages 16 to 21. The proposed use will be located at 817 Manatee Avenue West, which is on the corner of 9th Street West and Manatee Avenue West.

According to the submitted application materials, the proposed use will operate two sessions during the week. A morning session from 7:00 a.m. to 12:00 p.m. and an afternoon session from 12:30 p.m. to 5:30 p.m. The school anticipates daily attendance projections of about 75 students per session in year one. This number is projected to increase and mature to about 180 students by year three. It is also emphasized that the school will not operate with traditional school bussing. Per the applicant, a majority of students will rely on various modes of public transportation.

The proposed use will occupy Suites 100, 200 and 500, which is approximately 10,190 square feet (shown in Exhibit F). In addition, the applicant has proposed shared use of the enclosed dumpster located adjacent to the site at 809 Manatee Avenue West which has been permitted by the landlord for the purpose of serving the proposed use.

The subject property is located in the T6 Urban Core Transect District and per Table 4.7 of the Form Based Code, Public and Private schools are allowed and are listed as a Special Use and require Planning Commission review and City Council approval.

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-O	T5	T6	SD
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private[3]	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other- Childcare Center*[2][3]	SU	SU	SU	SU	SU	SU

FORM BASED CODE REGULATIONS:

Purpose and Intent
1.3.2.h: *The Community:* That schools should be sized and located to enable children to walk or bicycle to them.

Education
12.i.ii: *Schools, Public & Private*: premises or site upon which there is a nursery school, kindergarten, elementary school, middle school, high school, exceptional learning center, or an institution devoted solely to vocational or professional education or training.

Compliance Overview with Land Use Regulations
Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through

limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

2.2.4 *Special use Permit.*

2.2.4.7 Final Plan. A final plan may be required as a stipulation of approval, or by the PCD director for the purpose of reflecting for the record the changes made to the plan during the approval process.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: It appears that the proposed uses are suitable for the location.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed uses if public transportation is the main mode of use for the students. In addition, there are access points along each street frontage of the lot and 18 parking spaces will be reserved onsite for the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed uses.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: It appears that the existing ingress and egress to the property is adequate to meet the needs of the proposed use with various points of access off 9th St W, Manatee Ave W, 8th St W and 6th Ave W. The subject property is also in an area with three nearby bus stops to reduce the amount of localized congestion for site ingress/egress traffic.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the proposed uses will not affect adjoining properties as far as smoke, glare, dust, vibrations, fumes, and pollution. Adequate off-street parking is also available in nearby public surface lots as shown on the attached parking plan. There are also plans to provide additional parking that will

also accommodate the traffic associated and generated with the use.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: Per the applicant response and parking plan, there is an existing pad and PVC enclosure for dumpsters that will adequately serve the school site. A condition of approval has been added to obtain a letter from the property owner in which shared use of the enclosed trash enclosure is proposed.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: It appears that the proposed uses will not affect or impact existing utilities as the subject property already has utilities and city services.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: With the proposed use being indoors, these items will not be an issue

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It appears that the proposed uses will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the proposed uses are adequate for the subject property.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: It appears that the proposed uses are compatible and appropriate with adjacent properties. The location of this site is relative with local businesses and existing professional offices and the proposed hours of operation are compatible with the

surrounding business hours. In addition, the reliance on public transportation for this use makes this particular site location fitting to efficiently and safely provide transportation for students coming and going.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

   Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.

k. Consistency with the city's comprehensive plan.

   Staff Response: It appears that the proposed uses are consistent with the Comprehensive Plan as the Comprehensive Plan encourages offices, personal and professional services, commercial, retail, public and semi-public facilities, educational, institutional, and other relative uses.

** Please see the application materials for the applicant's response to the Review Criteria.

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval of Resolution 24-30, Case Number SU.24.0887,** with the following conditions.

a. The maximum enrollment of the private school shall not exceed 180 students at any one session.

b. The private school shall be limited to enrollment of student's high school age or older.

c. A minimum of eighteen (18) on-site parking spaces shall be provided for the private school during all hours of operation of the school.

On April 17, 2024, Planning Commission met and recommended approval with the noted stipulations of Resolution 24-30, Case SU.24.0887 (vote 5-1).

Respectfully submitted,

Monica Friedl

City Planner
City of Bradenton Planning and Community Development

EXHIBITS

EXHIBIT A: Location
EXHIBIT B: Zoning
EXHIBIT C: Future Land Use
EXHIBIT D: Legal Description
EXHIBIT E: Parking Site Plan

EXHIBIT A
LOCATION



EXHIBIT B
ZONING



EXHIBIT C
FUTURE LAND USE

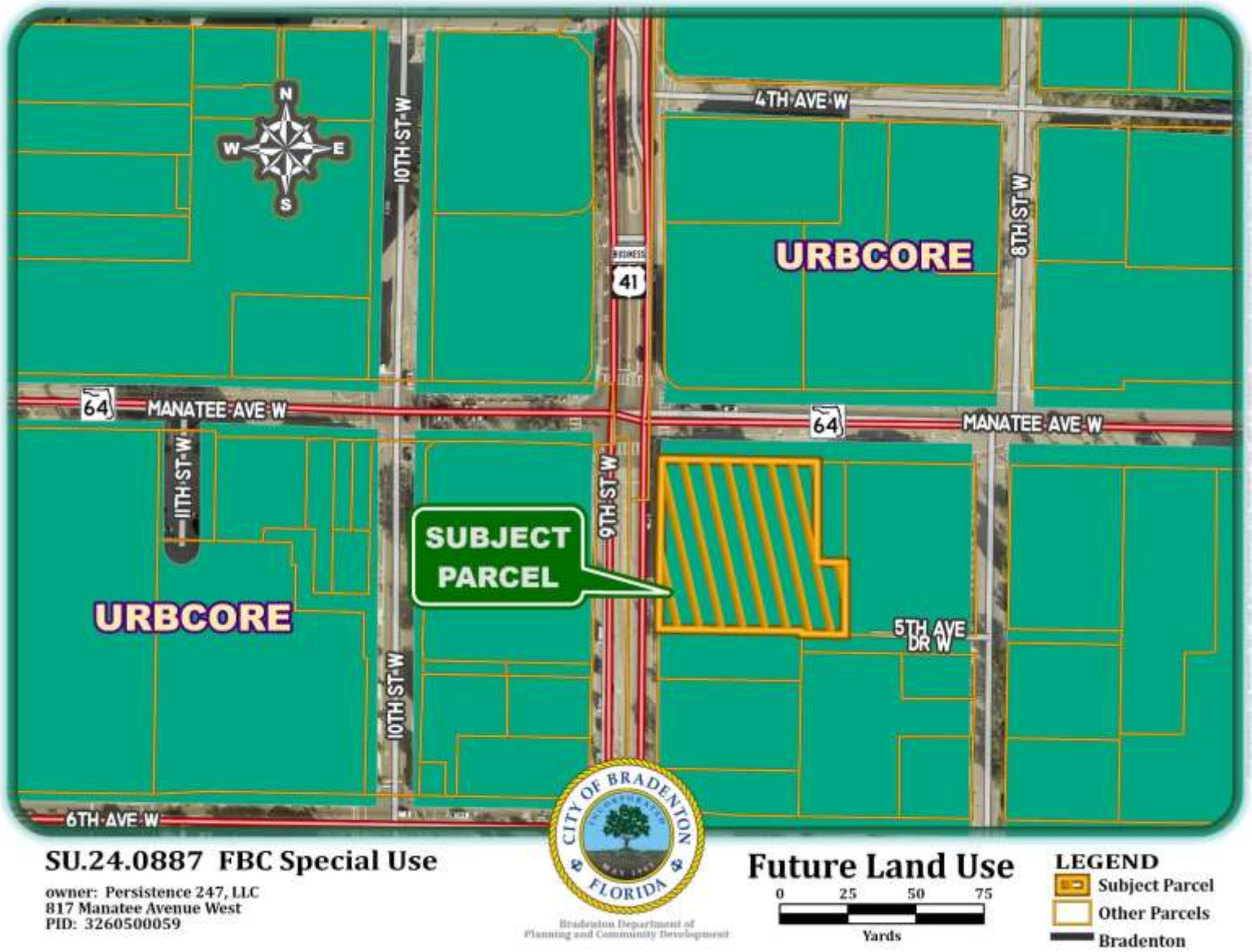


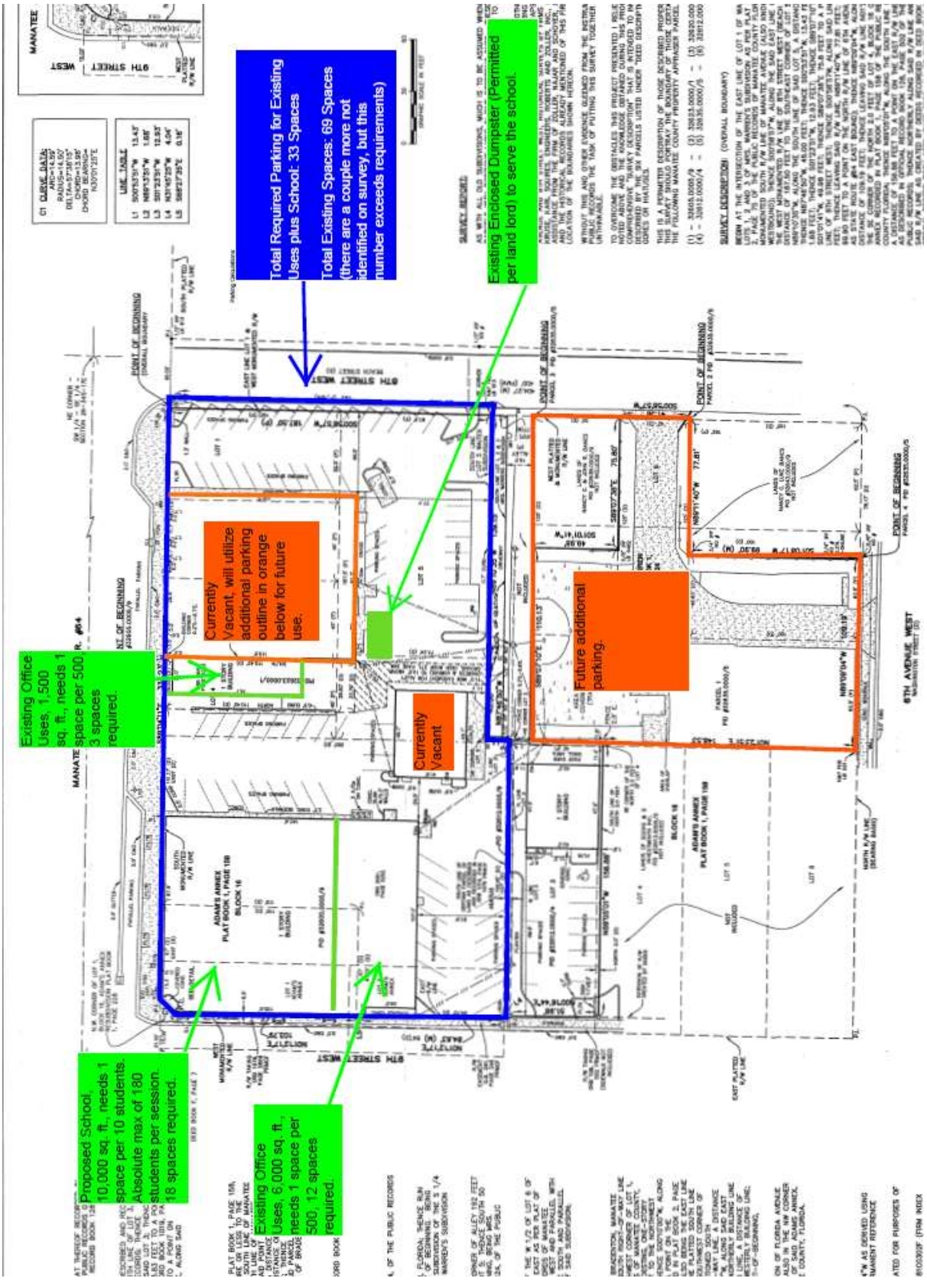
EXHIBIT D

LEGAL DESCRIPTION

A PARCEL OF LAND 116 FT N & S BY 67 FT E & W AT SE COR OF FLORIDA AVE-9TH ST& MANATEE AVE, BEING IN NW COR OF LOTS B & 6 OF WHITES PLAT & ALSO IN NW COR OF BLK 16 OF ADAMS ANNEX TO WHITES SUB, REC IN DB F P 7 & OF SAID ADAMS ANNEX REC IN PB 1 P 158, LESS: COM AT THE NLY BDRY OF THE SW 1/4 OF THE SE 1/4 OF SEC 26, AT A PT 1213.65 FT N 89 DEG 28 MIN 45 SEC W OF THE NE COR OF THE SW 1/4 OF THE SE 1/4 OF SD SEC, TH RUN S 00 DEG 43 MIN 00 SEC W 45.31 FT; TH S 89 DEG 05 MIN 00 SEC E 21.34 FT TO A POB; TH S 00 DEG 43 MIN 00 SEC W 116 FT; TH S 89 DEG 05 MIN 00 SEC E 6.16 FT; TH N 00 DEG 43 MIN 00 SEC E 103.79 FT TO THE BEG OF A CURVE CONCAVE TO THE SELY HAVINH A RAD OF 14.50 FT, TH NELY ALG SD CURVE 14.48 FT THRU A C/A OF 57 DEG 13 MIN 58 SEC TO THE END OF SD CURVE; TH N 89 DEG 05 MIN 00 SEC W 12.81 FT TO THE POB; DESC IN OR 1076 P 2666 (1647/4398) TOGETHER WITH PARCEL I: LOTS 1 & 2 BLK 16 ADAMS ANNEX, AND BEG ON THE S BDRY OF MANATEE AVE, 50 FT E OF THE NW COR OF BLK B WHITES PLAT, DB F P 7, E 132 FT TO THE NE COR OF SD LOT, S 200 FT TO THE N BDRY OF ST, 60 FT WIDE, W 132 FT TO ST, N 200 FT TO POB, LESS 116 FT N & S BY 67 FT E & W AT SE INTERSEC OF MANATEE AVE, BEING FURTHER DESC AS, FROM NW COR OF LOT 1 BLK 16 ADAMS ANNEX, PB 1 P 228, E ALG S LN OF MANATEE AVE, 67 FT TO POB, TH RUN E ALG S LN OF MANATEE AVE, 100 FT TO NE COR OF LOT B, P W WHITES PLAT, S 200 FT, W 167 FT TO E LN OF 9TH ST, N ALG E LN OF 9TH ST, 84 FT, E 67 FT, N 116 FT TO POB; PARCEL II: LOT 4 LESS E 29.5 FT AND W 45 FT OF LOT 5 WAITES SUB, LESS THAT PORTION DESC IN DB 271 P 347, ALSO PERPETUAL EASMT AS DESC IN CONVEYANCE REC IN DB 271 P 349: A PARCEL OF LAND LYING & BEING IN SEC 26, BEING MORE DESC AS FOL: BEG AT A PT ON THE S R/W LN OF MANATEE AVE W (SR 64), SD PT LYING 67 FT ELY OF THE NW COR OF LOT 1 BLK 16 ADAMS ANNEX RESUB, PB 1 P 228, SD PT ON THE NLY EXTENSION OF THE WLY BUILDING LN OF AN EXISTING ONE-STORY BLK BUILDING, TH E ALG SD S R/W LN, A DIST OF 111.67 FT TO THE NW COR OF THE CERTAIN PARCEL IN DB 271 P 347; TH S 00 DEG 10 MIN 00 SEC W, ALG THE W LN OF SD PARCEL, A DIST OF 110.42 FT; TH S 89 DEG 52 MIN 06 SEC E, 33.19 FT TO A PT ON THE SLY EXTENSION OF THE PLATTED E LN OF LOT 4 OF WAITES RESUB, PB 2 P 75; TH S 00 DEG 18 MIN 32 SEC W, ALG SD EXTENSION, ALSO BEING THE E LN OF THE W 45 FT OF LOT 5 OF SD WAITES RESUB, A DIST OF 77.24 FT TO THE PLATTED S LN OF SD LOT 5, TH N 88 DEG 31 MIN 08 SEC W, ALG SD S LN, A DIST OF 45 FT TO THE SW COR OF SD LOT 5; TH S 00 DEG 18 MIN 32 SEC W, 13.43 FT TO A PT LYING 200 FT S OF THE AFOREMENTIONED S R/W LN OF MANATEE AVE W; TH W, PARALLEL TO THE SD S R/W LN, A DIST OF 160.81 FT TO THE EXISTING E R/W LN OF 9TH ST W; TH N 00 DEG 13 MIN 27 SEC W, ALG SD E R/W LN, A DIST OF 84.72 FT TO A PT ON THE WLY EXTENSION OF THE NLY BUILDING LN OF AN EXISTING ONE-STORY BLK BUILDING; TH S 89 DEG 19 MIN 39 SEC E, ALG SD NLY BUILDING LN, A DIST OF 61.75 FT TO A PT OF INTERSEC OF SD NLY BUILDING LN; AND THE AFOREMENTIONED WLY BUILDING LN; TH N 00 DEG 10 MIN 00 SEC E, ALG SD WLY BUILDING LN, A DIST OF 116 FT TO THE POB, CONT 29902 SF M/L (1489/6483)PI#32605.0005/9

EXHIBIT E

Parking Site Plan



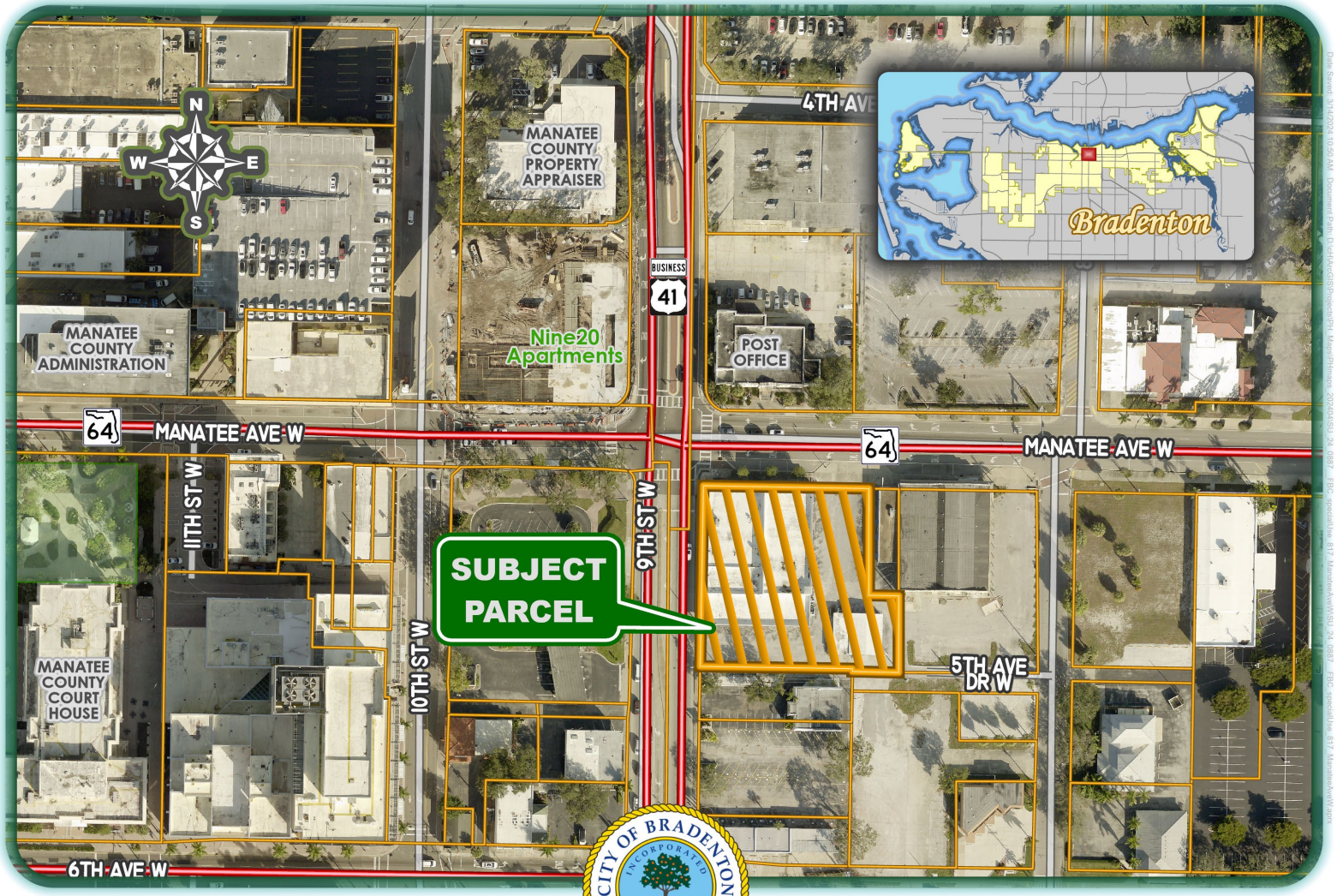
City Council
May 22, 2024

Resolution: 24-30
Case: SU.24.0887

Request Special Use approval to permit a an accelerated learning, academic high school with limited enrollment targeted for students age 16 to 21

Staff Contact: Monica Friedl, City Planner

Location Map

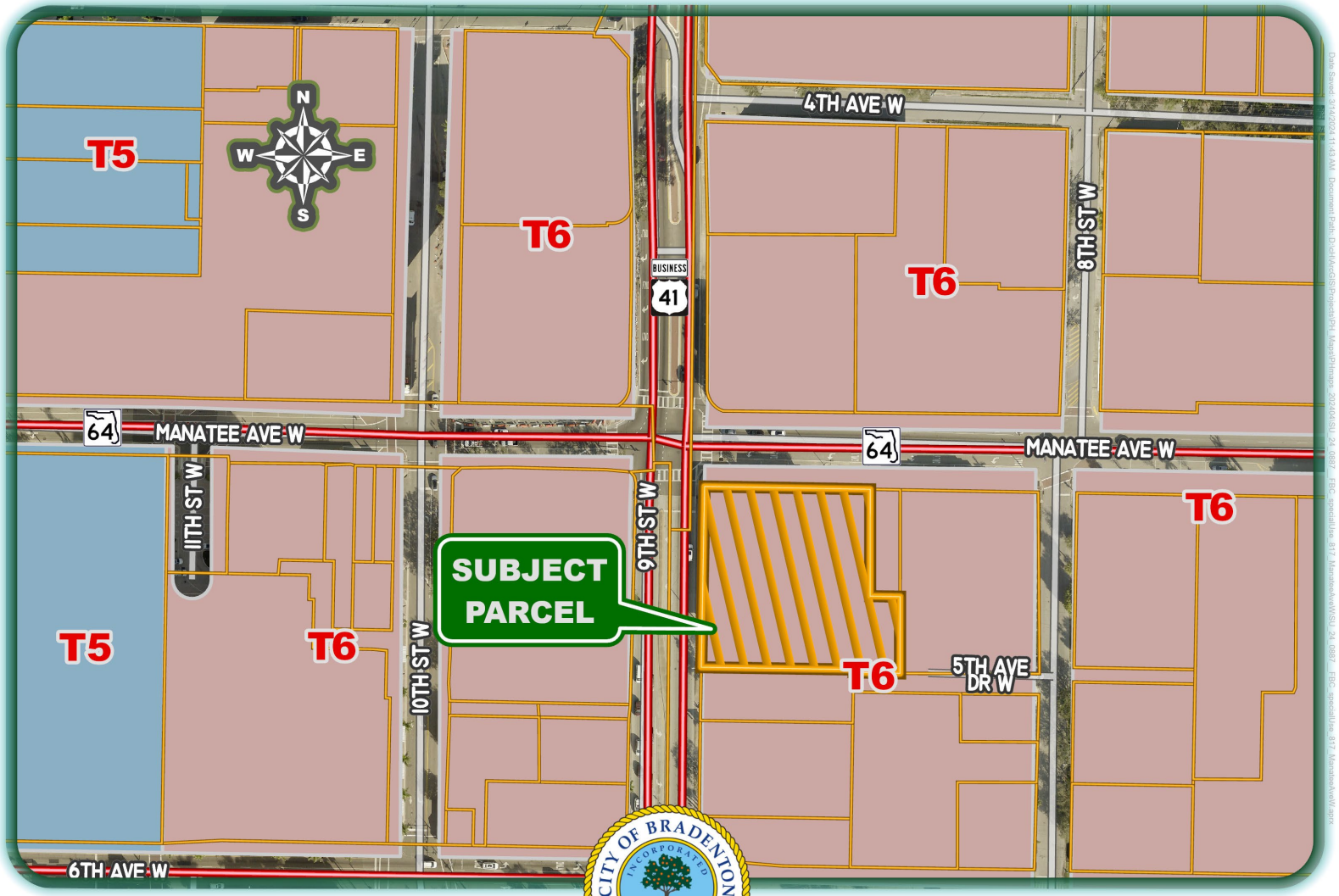


SU.24.0887 FBC Special Use

owner: Persistence 247, LLC
817 Manatee Avenue West
PID: 3260500059

Bradenton Department of
Planning and Community Development

Zoning Map



SU.24.0887 FBC Special Use

owner: Persistence 247, LLC
817 Manatee Avenue West
PID: 3260500059

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of
Planning and Community Development

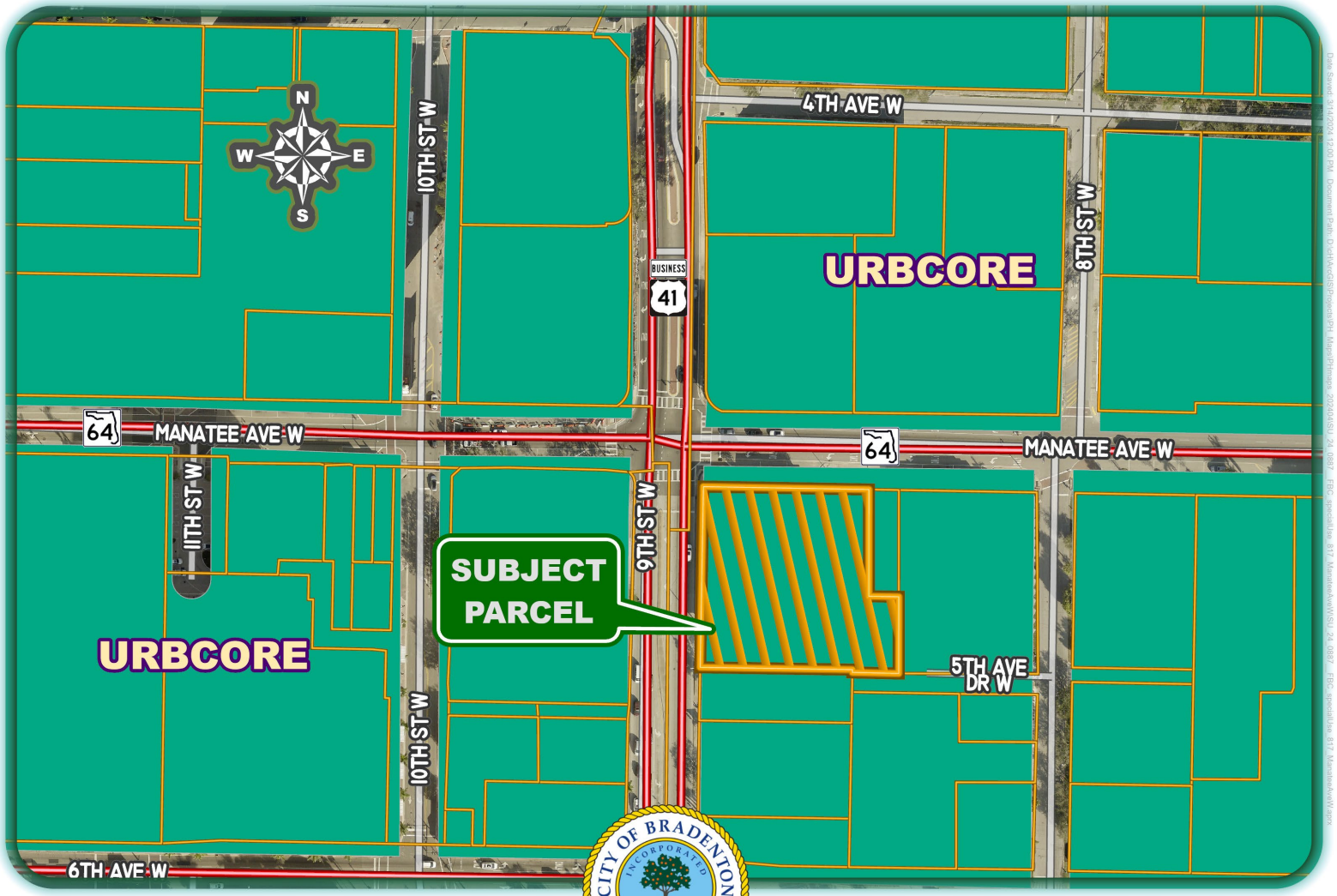
Zoning

0 25 50 75
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Future Land Use Map



SU.24.0887 FBC Special Use

owner: Persistence 247, LLC
817 Manatee Avenue West
PID: 3260500059

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Future Land Use

0 25 50 75
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Proposed Request

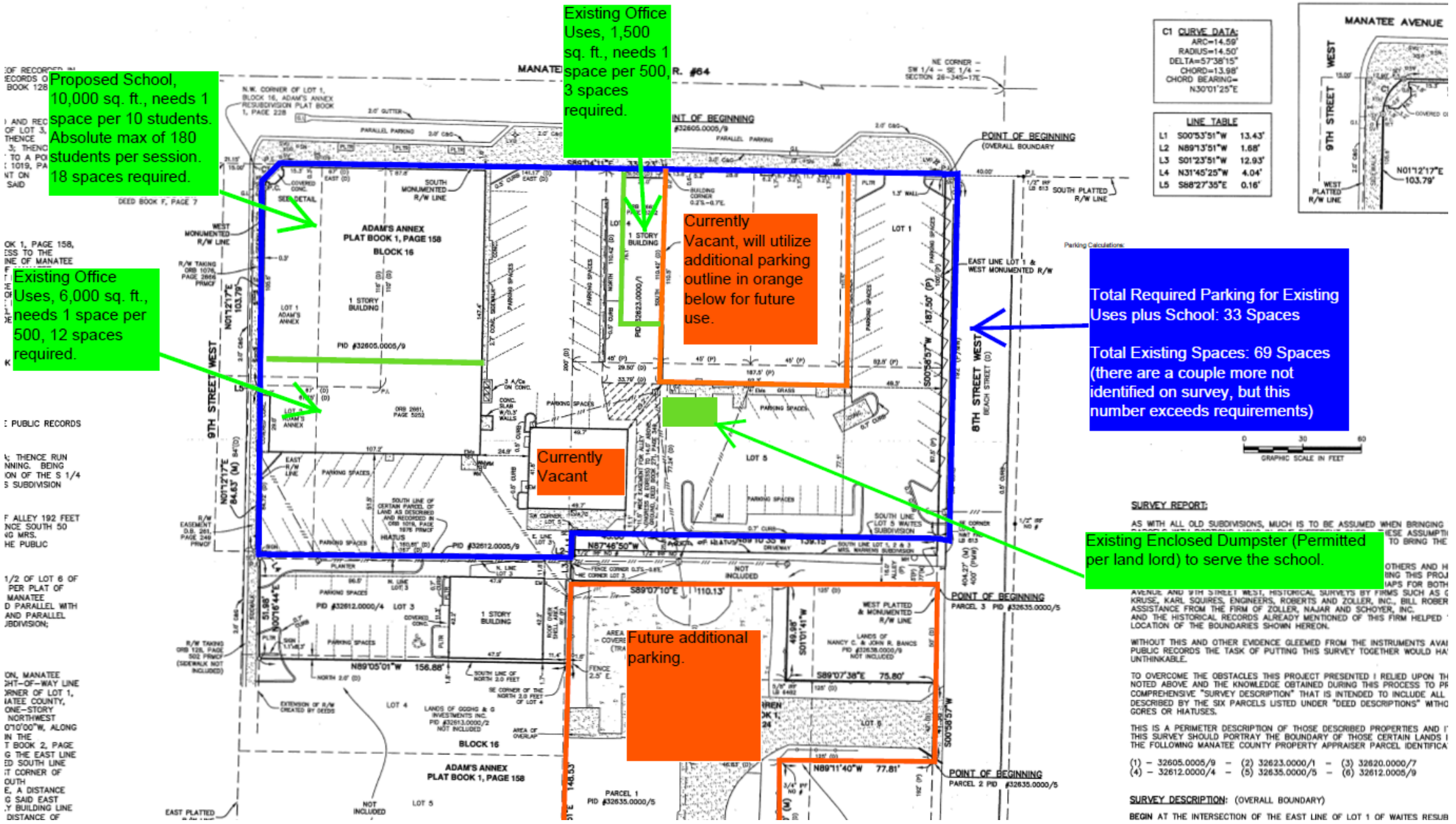
- Applicant is requesting to:
  - Allow for an accelerated learning, academic high school aimed at ages 16 to 21
    - The school anticipates daily attendance projections of about 75 students per session in year one
    - This number is projected to increase to about 180 students per session by year three
  - Applicant intends on operating two sessions during the week; 7:00 a.m. to 12:00 p.m. and 12:30 p.m. to 5:30 p.m.
  - Per the applicant, a majority of students will utilize public transportation
    - In addition, City staff has calculated required parking for this use as 1 space for every 10 students totaling 18 required spaces on-site
  - Applicant is proposing shared use of trash enclosure with neighboring parcel noted on Parking Site Plan

Form Based Code – Use Table

Schools, Public & Private require a Special Use approval within the T6 zoning district

	T3	T4-R	T4-O	T5	T6	SD
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private[3]	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other- Childcare Center*[2][3]	SU	SU	SU	SU	SU	SU

Proposed Parking Plan



Adjacent Owners

- Subject site and adjacent buildings identified on the enclosed sketch, are all controlled by one landlord

- 10,190 square feet of the building at 817 Manatee Avenue West will be used for the proposed use



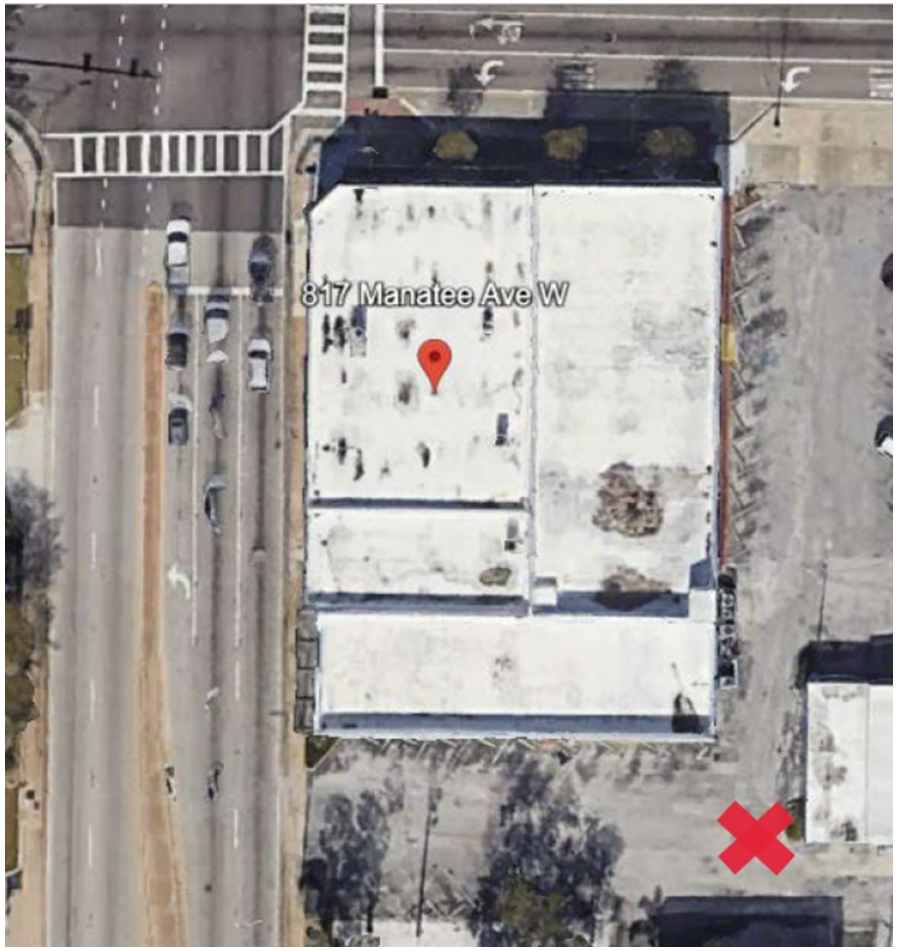
North Side - Facing South





South East Corner





- Rear Parking Lot- Minimum 18 proposed parking

- Spaces to be reserved for use during operational hours

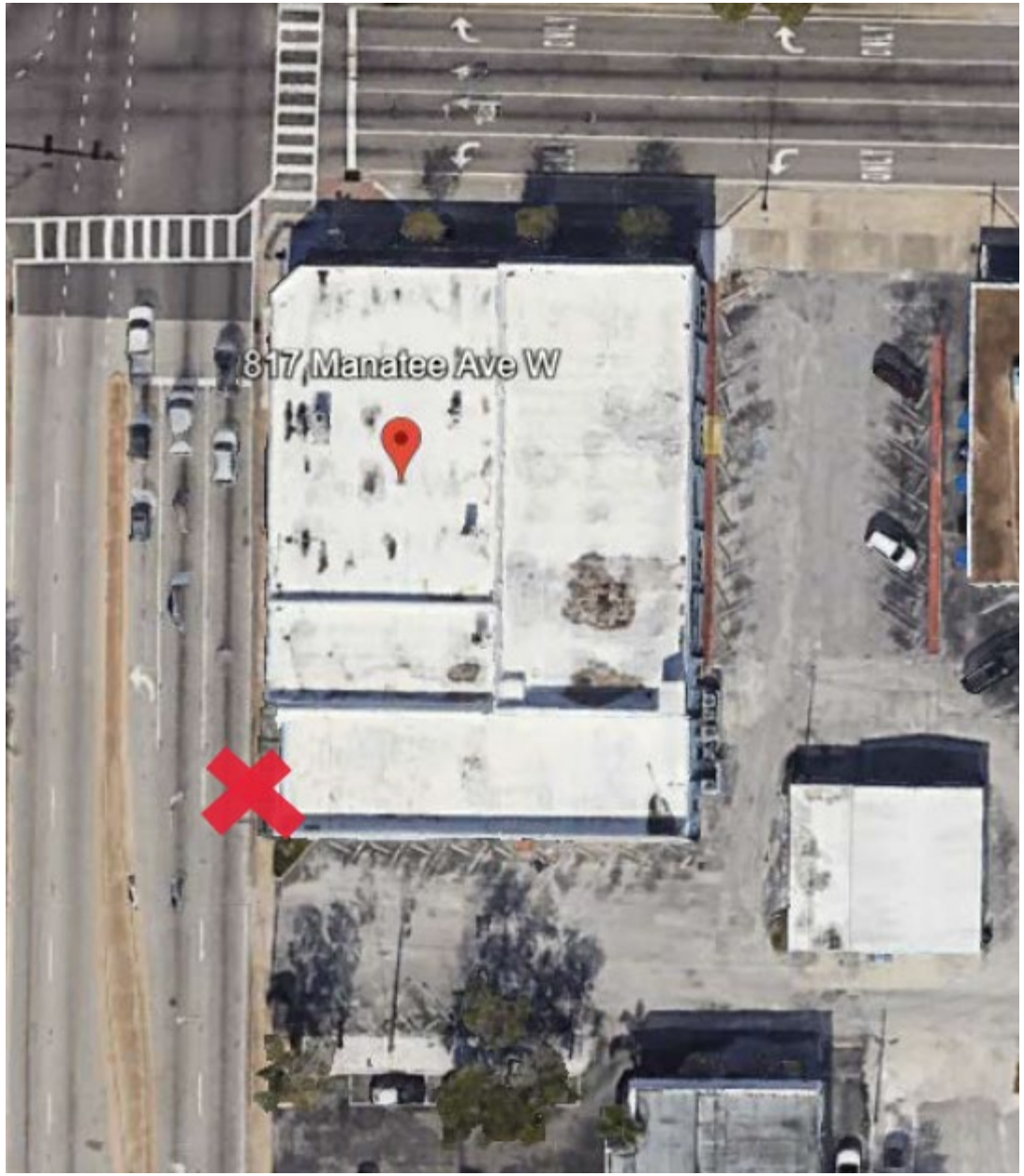
Entrance Off 9th St. W.





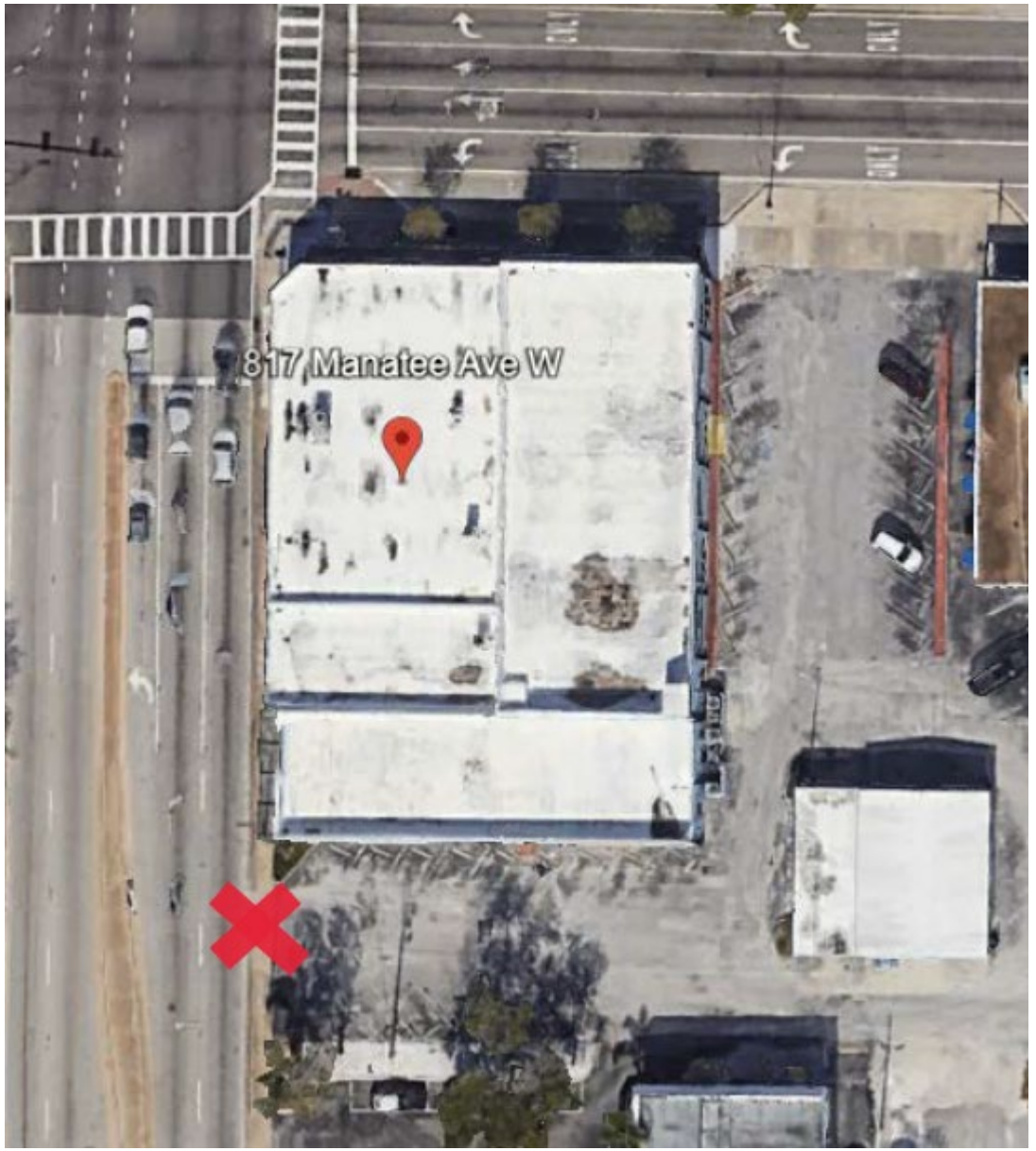
Entrance Off 9th St. W.





Additional Access Points - Facing East - Off 8th St. W.





General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LURs)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Review Criteria (LUR)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LUR)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Recommendation

Based on Staff's findings in response to the review criteria established for a Special Use permit, Staff recommends **Approval of Resolution 24-30; Case SU.24.0887 as submitted** with the following proposed conditions:

a) The maximum enrollment of the private school shall not exceed 180 students at any one session.
b) The private school shall be limited to enrollment of student's high school age or older.
c) A minimum of eighteen (18) on-site parking spaces shall be provided for the private school during all hours of operation of the school.

On April 17, 2024, Planning Commission met and recommended Approval of Ordinance 24-30, Case SU.24.0887 (vote 5-1) with the noted conditions.

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: **Quasi-Judicial:** ORDINANCE 4039 - SECOND READING AND PUBLIC HEARING - APPLICANT REQUESTED A CONTINUANCE
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 9.6 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Continue Second Reading of Ordinance 4039 to the June 12, 2024 City Council meeting.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
No

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

The applicant requested a continuance to a date not certain in order to obtain an accurate legal description for the property. Because the public hearing was advertised before receiving the continuance request, the public hearing should be opened to allow the public to speak on the matter.

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

SUGGESTED MOTION:
Motion to pull Ordinance 4039 to a date not certain and for the public hearing to be re-advertised once the date is determined.

ATTACHMENTS:
Ordinance 4039
Staff Report
Zoning Atlas Amendment Application
Request for Continuance - Date Not Certain

ORDINANCE NO. 4039

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 9.6 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas in order to implement the goals, objectives, and policies of the comprehensive plan, and

WHEREAS, the City amends such regulations and atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, Bradenton Tropical Palms Inc., (the "Property Owner" or "Applicant") owns the properties described in Exhibit "A", attached hereto (collectively, the "Property"); and

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

WHEREAS, the LPA and the City Council have in preparation of the Amendment to the City's Zoning Atlas performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on April 17, 2024 to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes, held on May 22, 2024, after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of

this Ordinance. Based on such findings the City Council determines that the City of Bradenton Land Use Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, changing the classification of the Property from UV, Urban Village, to R-4, Mobile Home.

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MAY, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

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

EXHIBIT A

LEGAL DESCRIPTION PENDING.

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

Staff Report

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

Surrounding Property Zoning:

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

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

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

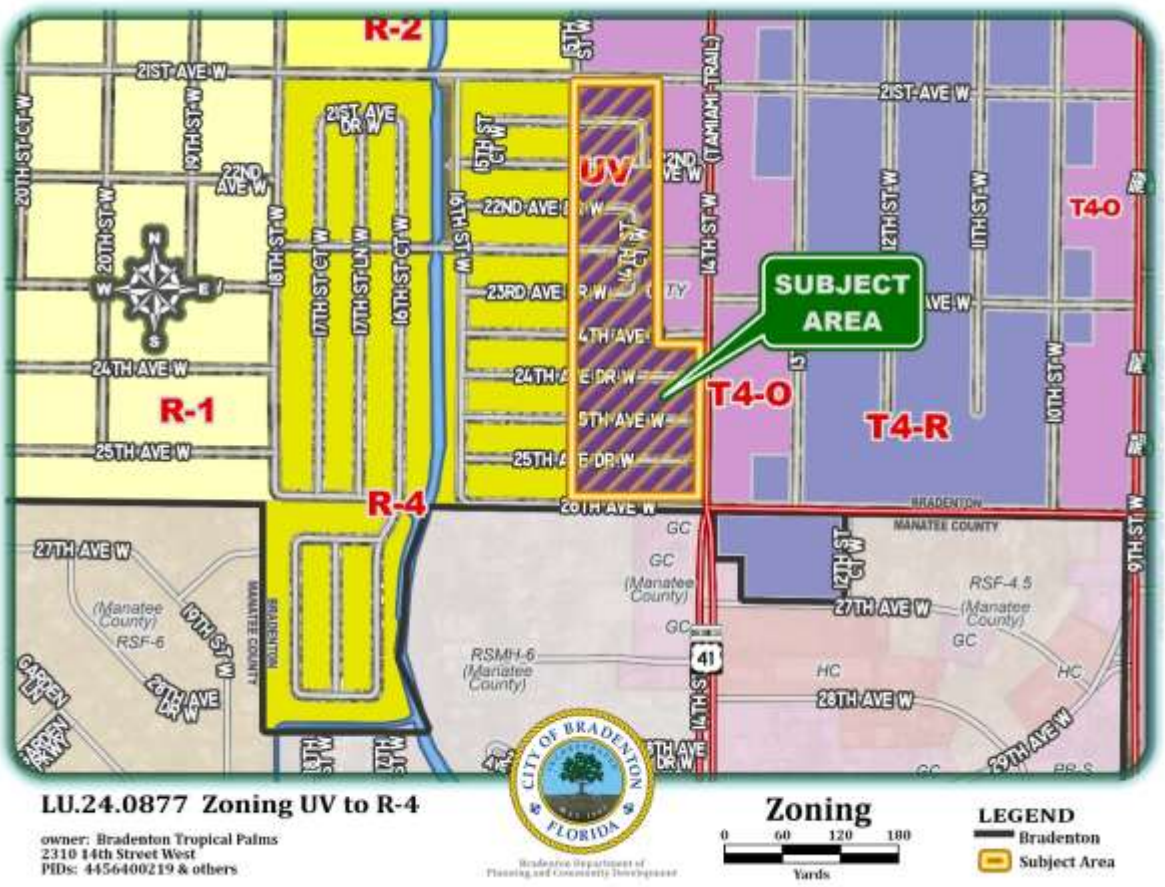


Figure 1. Rezone Request from UV to R-4

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

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

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

The Comprehensive Plan states:

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

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

Land Use Regulations:

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

3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

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

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

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

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

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

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

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

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

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

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

Surrounding Environment/Properties:

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

Summary and Recommendation:

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

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

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

Respectfully submitted,



Jamie Schindewolf
Senior Planner

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit A
Location Map



Exhibit B
Future Land Use Map

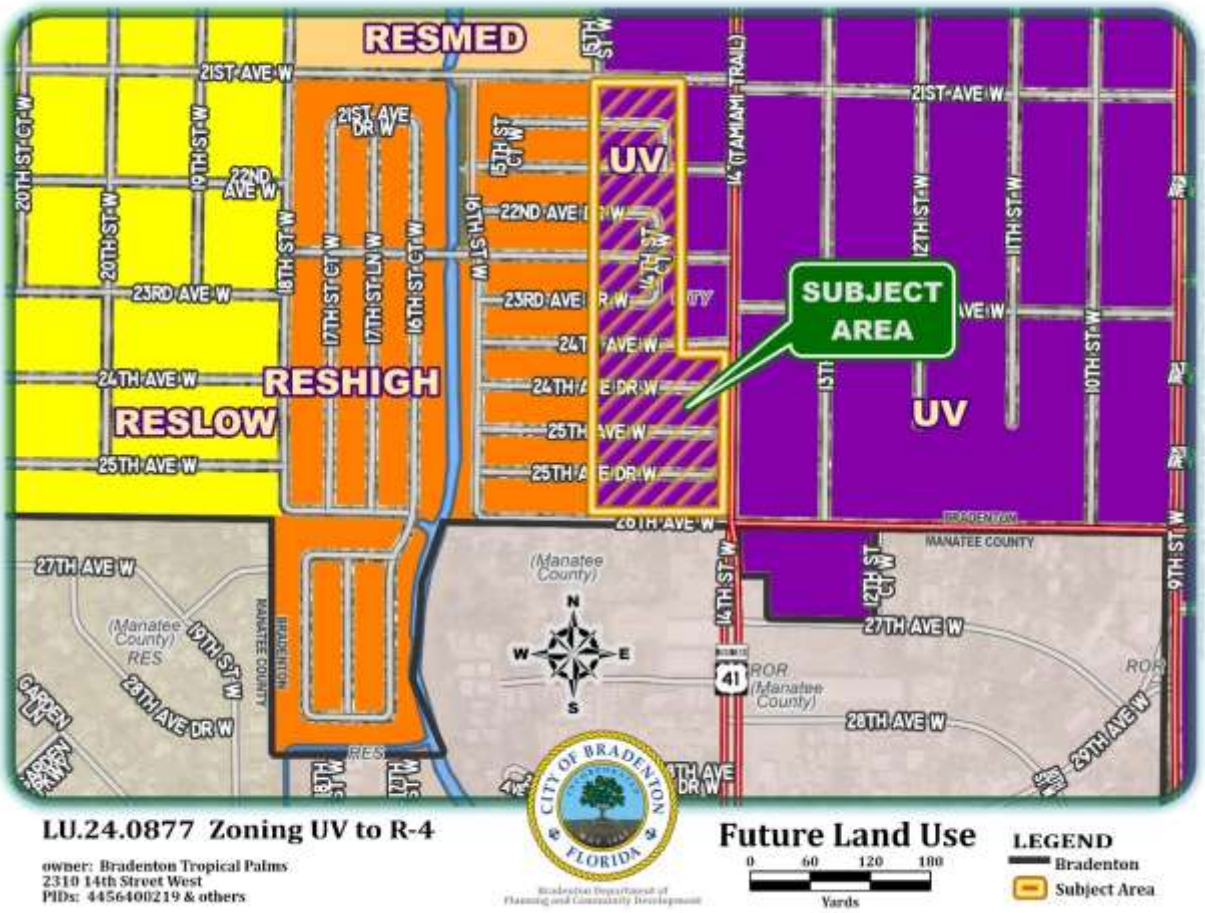
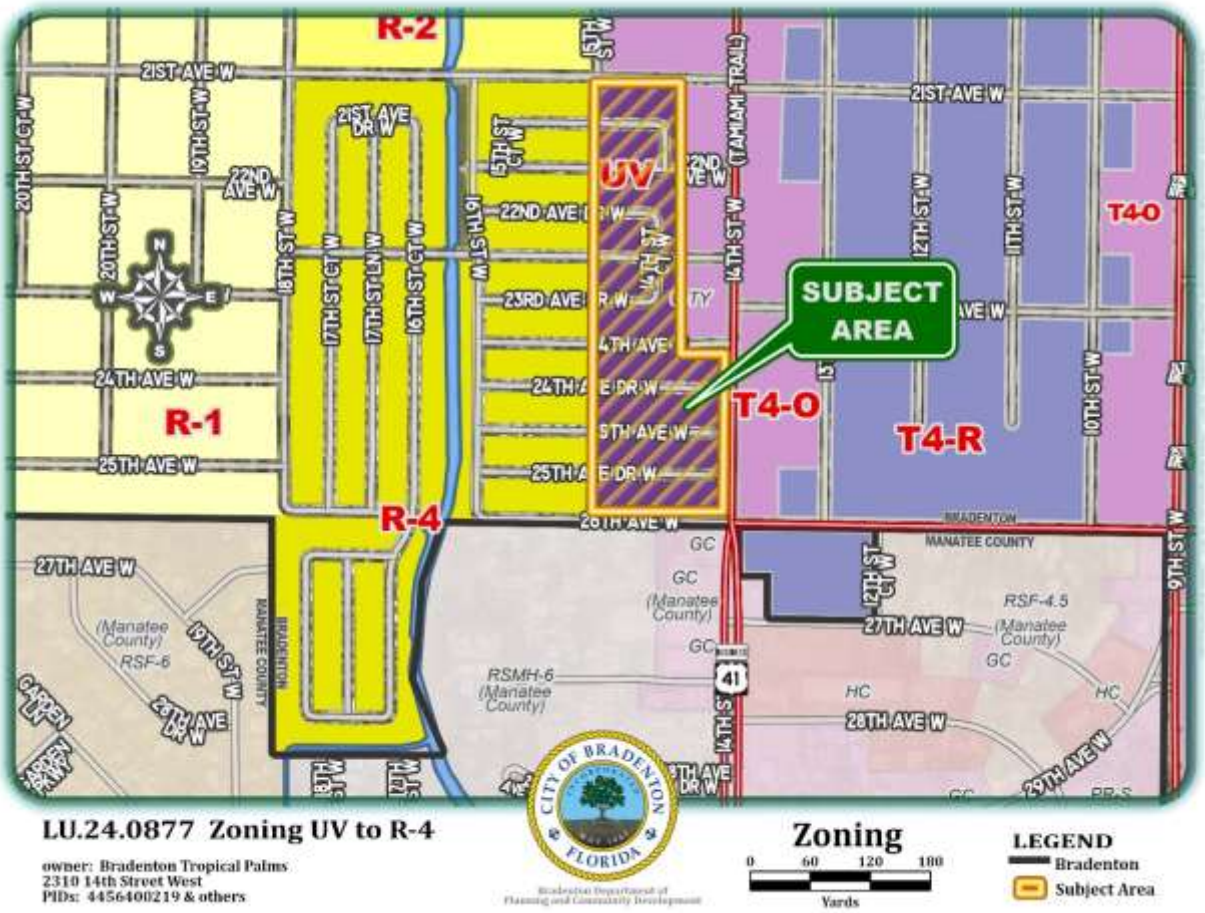


Exhibit C
Zoning Map



Zoning Atlas Amendment Application

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

399

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Bradenton Tropical Palms

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

Name of Agent: Vanguard Management Prop

Agent Address: 10500 University Center Dr. suite 190 Telephone: 813-930-8030

Owner/Agent Email: btpmanager@vanguardmanagementgroup.com

PROPERTY INFORMATION (REQUIRED)

Property Address: same as above

Parcel ID: 4456400219 Acreage: 35.2070 or 44 acres total

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

Proposed Use of Property: SAME AS Above

Current Zoning: UV Proposed Zoning: R-4

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

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process. Include one (1) electronic copy (pdf) of Application and all support materials.

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

SIGNATURE (REQUIRED)

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant 10-30-2023 Date

RECEIVED MAR 7 2024 CITY OF BRADENTON PLANNING DEPT.

CITY STAFF ONLY

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

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 240877

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

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

Zoning Atlas Amendment Application

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

bradenton
The Friendly City

DISCLOSURE AFFIDAVIT — **REQUIRED**

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

If the subject property is owned by:

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

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

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

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

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

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

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

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

NOTARY — **REQUIRED**

STATE OF FLORIDA
COUNTY OF Manatee

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

_____
Signature

Maria A. Otero, Notary Public
Print Name

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

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

Zoning Atlas Amendment Application

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

bradenton
The Friendly City

AMENDMENT REVIEW CRITERIA

REQUIRED

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

LAND USE REGULATION ZONING MAP AMENDMENT REVIEW CRITERIA

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

A. *Consistency with Comprehensive Plan*

All Land Use Regulation Zoning District assignments shall be consistent with the Comprehensive Plan, including the Future Land Use Map and Future Land Use Element goals, objectives and policies. The Land Use Regulation Zoning District assigned shall be consistent with the land use category of the Future Land Use Map.

Policy 1.3.2

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

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

D. *Provision of Adequate Public Facilities*
The assigning of Land Use Regulation Zoning Districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in Land Use Regulations Section 4.1.1.5 shall be considered in assigning Land Use Regulation Zoning Districts and there shall be reasonable assurance that the demand for services allowed in the proposed Land Use Regulation Zoning District can be met.

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

AMENDMENT PROCEDURES

LAND USE REGULATIONS ZONING MAP AMENDMENT REVIEW PROCEDURE

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

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

Agent Authorization Form

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

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 2310 14th St. W

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

Meshell R LaVergne — Print Name of Agent
Vanguard Management Group — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

X _____
Signature of Owner(s)

Owner(s) Address (if different than property above)

Meshell LaVergne — Signature of Agent

5500 University Center Dr. Suite 90 — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

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

NOTARY — REQUIRED

_____
Signature

Maria A. Otero, Notary Public
Print Name

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

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

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

BRADENTON TROPICAL PALMS

ZONING ATLAS AMEMDMENT APPLICATION - PAGE 3

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

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

A. Consistency with Comprehensive Plan

All Land Use Regulation Zoning District assignments shall be consistent with the Comprehensive Plan, including the Future Land Use Map and Future Land Use Element goals, objectives and policies. The Land Use Regulation Zoning District assigned shall be consistent with the land use category of the Future Land Use Map.

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

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

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

Kiwanis Club Historical Marker

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

Bradenton Kiwanis Club



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

Kiwanis Trailer Park



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

B. Consistency with Land Use Regulations

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

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

C. Land Use Compatibility

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

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

D. Provision of Adequate Public Facilities

The assigning of Land Use Regulation Zoning Districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in Land Use Regulations Section 4.1.1.5 shall be considered in assigning Land Use Regulation Zoning Districts and there shall be reasonable assurance that the demand for services allowed in the proposed Land Use Regulation Zoning District can be met.

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

E. Public Interest

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

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

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

March 7, 2024

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

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

Dear Sir/Madam;

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

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

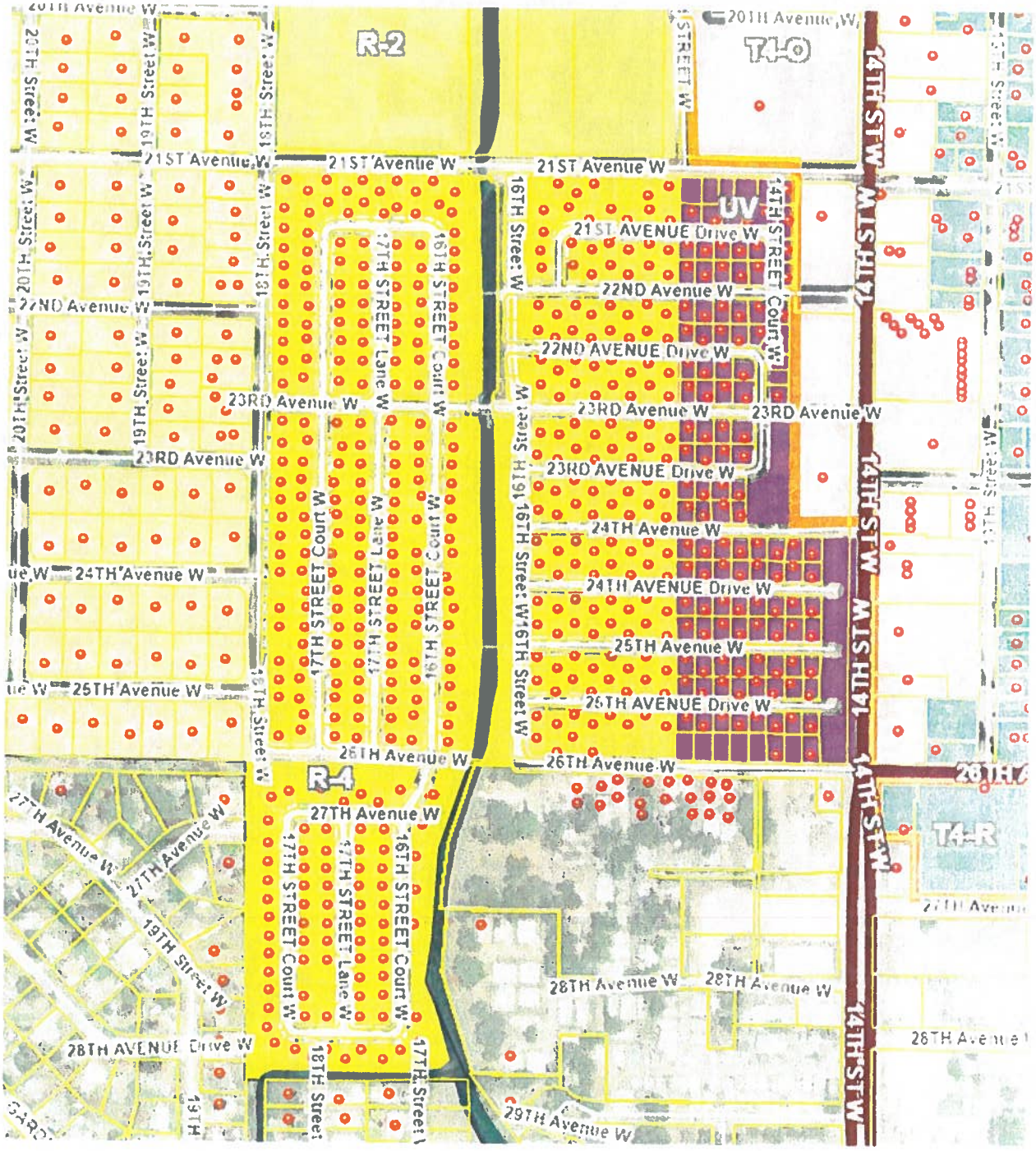
The portion of our gated community that is zoned UV is inconsistent with the R-4 zoning of the rest of our community. Additionally, the UV zoned area has a greater setback requirement than the rest of the properties in the R-4 zoned area of our community. This zoning change has resulted in detrimental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

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

Thank you for your consideration of our request.

JBrunette-Guay

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



Ledger

Purple UV = (Requesting to make R-4)

BRADENTON
BTP
TROPICAL PALMS

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

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

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

BRADENTON
BTP
TROPICAL PALMS

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

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

1066

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

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

2066

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

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

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

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

BRADENTON
BTP
TROPICAL PALMS

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

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

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

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

BRADENTON
BTP
TROPICAL PALMS

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

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

GEORGE A LONG
PRESIDENT
BRADENTON TROPICAL PALMS

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

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

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

DO NOT PAY
THIS IS NOT A BILL

419

TAX COLLECTOR WILL MAIL TAX BILLS IN NOVEMBER

DUPLICATE

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

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

PROPERTY APPRAISER VALUE INFORMATION

Market Value	Last Year	This Year
	0	0

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

Assessment Reduction	Applies To	Value	Exemption	Applies To	Value

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

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

SEPTEMBER 8, 2023

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

TAXING AUTHORITY INFORMATION

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

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

TAXING AUTHORITY HEARING INFORMATION

TAXING AUTHORITY	PUBLIC HEARING LOCATION	PHONE	HEARING DATE/TIME
Manatee County; www.mymanatee.org	1112 Manatee Ave W, Bradenton, FL 34205	941-745-3730	09/12/2023 @ 6:00PM
Manatee County School Board; www.manateeschools.net	215 Manatee Ave W, Bradenton, FL 34205	941-708-8770	09/05/2023 @ 5:05PM
City of Bradenton; www.cityofbradenton.com	101 12th St W, Bradenton, FL 34205	941-932-9400	09/07/2023 @ 5:01PM
Southwest Florida Water Mgmt District; WaterMatters.org	7601 US Highway 301, Tampa, FL 33637	800-423-1476	09/12/2023 @ 5:01PM
Mosquito Control District; www.manateemosquito.com	2317 2nd Ave W, Palmetto, FL 34221	941-981-3895	09/08/2023 @ 5:01PM
West Coast Inland Navigation District; www.wcind.net	1575 E Venice Ave, Venice, FL 34285	941-485-9402	09/08/2023 @ 5:01PM

Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer or other governmental services and facilities which may be levied by your county, city or any special district.

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

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

NON-AD VALOREM ASSESSMENTS

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

EXPLANATION OF "TAXING AUTHORITY INFORMATION" SECTION

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

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

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

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

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

EXPLANATION OF "PROPERTY APPRAISER VALUE INFORMATION" SECTION

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

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

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

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

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

MANATEE COUNTY
PROPERTY APPRAISER
CHARLES E. HACKNEY

Property Record Card

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

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

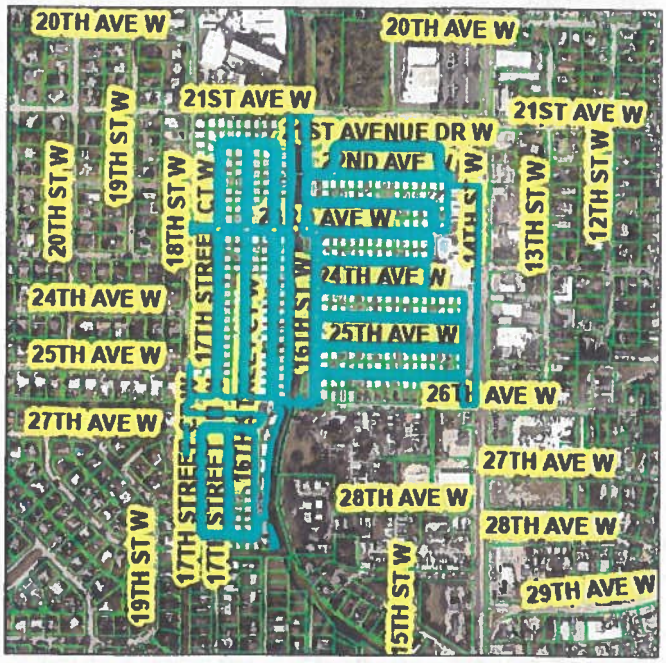
Situs Address: 2310 14TH ST W, BRADENTON, FL 34205-6406
Jurisdiction: CITY OF BRADENTON
Tax District: 0021; CITY OF BRADENTON
CRA/TIF District: 14CRA; TAMIAMI TRAIL CRA
Market Area: 10; WEST BRADENTON

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

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

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

Businesses: 1
Commercial Bldgs: 1



DESCRIPTION

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

2023 FINAL CERTIFIED VALUES

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

BUSINESS OPERATING ON THE PROPERTY

90000670489 531190 Lessors of Other Real Estate Property

ADDRESSES ASSIGNED TO THE PROPERTY

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

PROPERTY APPRAISER INSPECTIONS

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

LAND INFORMATION

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

SALES INFORMATION

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

BUILDING PERMITS

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

Property Card | Trim Notice | Tax Bill

Aerial Map | Oblique Imagery | Tax Estimator

Parcel ID: 4456400219



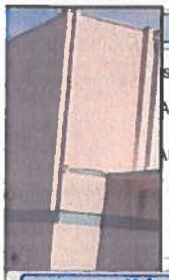
BRADENTON TROPICAL PALMS INC
CORPORATION
BRADENTON TROPICAL PALMS INC, 2310 14TH ST W, BRADENTON FL 34205-6406

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

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

View this parcel on Manatee County's website

Land Use: 0901; IMPROVED RESIDENTIAL COMMON AREA



Exemptions | Businesses | Addresses | Inspections

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



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

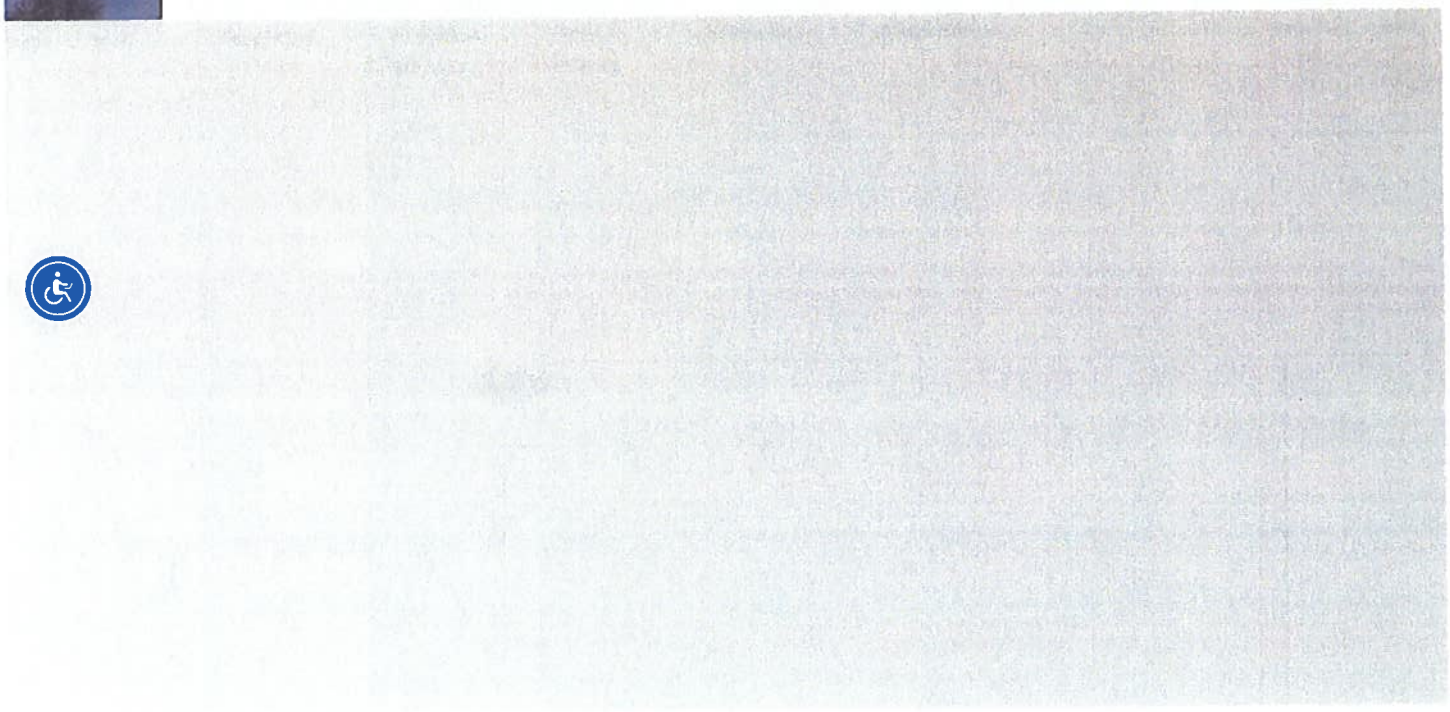
Values | Land | Buildings | Features | Permits

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









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

May 9, 2024

Jamie Schindewolf
Senior Planner, City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, Florida, 34205

RE: LU.24.0877 - Zoning Atlas Amendment - Bradenton Tropical Palms

Dear Jamie;

This letter is in response to your email request for Bradenton Tropical Palms to provide the legal description for only the area of the park that is impacted by the rezoning.

After some efforts to try and find the information, it appears that Bradenton Tropical Palms will need to request the services of a surveyor to help us in getting the legal description for the parcel of land impacted by the rezoning.

At this time, Bradenton Tropical Palms is respectfully requesting that our application be put on hold until such time as the information can be provided to you. We will endeavor to get this work completed as soon as possible so that the application can continue to move forward.

Thank you for your continued assistance with our application,

J Brunette-Guay

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

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Ordinance

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

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

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The proposed ordinance authorizes the Bradenton Police Department, under a recent change to State law, to use speed detection systems to enforce applicable speed limits within school zones. The ordinance also identifies nine school zones located in the City of Bradenton where speed detection systems will be used. The program is expected to generate revenue and have no cost to the City.

Speed violations in school zones jeopardize the general public's safety, specifically children who are arriving at or departing school. The enforcement of speed limits in school zones with law enforcement officers alone can be difficult, as in the time a law enforcement officer has stopped and cited a speeding driver, other motorists can commit speeding violations and escape enforcement. To assist cities with the rising concern of speeding in school zones, House Bill (HB) 657 was signed into law during the 2023 Florida Legislative Session.

HB 657, among other things, authorizes cities to enforce applicable speed limits in school zones during school sessions "through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation." HB 657 also provides that a city implementing speed detection systems "must enact an ordinance in order to authorize the placement or installation of a speed detection on a roadway maintained as a school zone."

Speeding in school zones creates a hazard and compromises the well-being of students and the public. A recent speed study indicated that there was a total of 3,287 daily violators of exceeding the speed limit by over 10 mph in the nine school speed zones identified in the proposed ordinance. The proposed ordinance creates a social benefit for students and the public by enhancing their welfare and safety.

FINANCIAL IMPACT:
There is no negative impact expected and will likely be a positive impact.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4043.

ATTACHMENTS:
Ordinance 4043

ORDINANCE NO. 4043

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

WHEREAS, during the 2023 state legislative session, the Florida Legislature passed House Bill ("HB") 657, which provides that a municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

WHEREAS, on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, codified in Chapter 316, Florida Statutes; and

WHEREAS, a speed detection system is defined at Section 316.003(82), Florida Statutes, as a "portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation"; and

WHEREAS, Section 316.008(9)(a), Florida Statutes, authorizes municipalities to enforce applicable speed limits in school zones during school sessions "through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation"; and

WHEREAS, Section 316.008(9)(b), Florida Statutes, further authorizes municipalities to place or install or contract with a vendor to place or install, "a speed detection system within a roadway maintained as a school zone as provided in Section 316.1895, Florida Statutes, to enforce unlawful speed violations"; and

WHEREAS, Section 316.0776(3), Florida Statutes, provides that such a speed detection system may be placed or installed in a school zone on a state road when permitted by FDOT and must be installed in accordance with placement and installation specifications established by the Florida Department of Transportation; and

WHEREAS, Section 316.0776(3)(a), Florida Statutes, directs municipalities to notify the public that a speed detective device may be used by posting signage "indicating photographic or video enforcement of the school zone speed limits," which "shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Florida Department of Transportation"; and

WHEREAS, Section 316.0776(3)(b), Florida Statutes, further directs municipalities that begin a school zone speed detection system program to "make a public announcement and conduct

a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program" and "must notify the public of the specific date on which the program will commence;" and

WHEREAS, Section 316.0776(3)(c), Florida Statutes, directs that a municipality that operates school zone speed detection systems must annually report the results of all systems within the municipality's jurisdiction by placing the required report as a single reporting item on an agenda of a regular or special meetings of the municipality's governing body and otherwise complying with the requirements of such Section; and

WHEREAS, Section 316.1896(1), Florida Statutes, provides that a municipality may authorize a traffic infraction enforcement officer under section 316.640, Florida Statutes, to issue uniform traffic citations evidenced by a speed detection system for violations of Sections 316.1895 and 316.183, Florida Statutes, as authorized by Section 316.008(9), Florida Statutes, and further regulates how such notices of violation shall be sent and what information such notices must include; and

WHEREAS, Section 316.1896(2) and (3) Florida Statutes, directs a municipality issuing uniform traffic citations evidence by a speed detection system for violations of Sections 316.1895 and 316.183 to comply with certain notice and hearing requirements; and

WHEREAS, Section 316.1896(5), Florida Statutes, further provides that penalties assessed and collected by a municipality be remitted in accordance with such Section; and

WHEREAS, Section 316.1896(14)(b), Florida Statutes, prescribes that a municipality electing to authorize traffic infraction enforcement officers to issue uniform traffic citations "must designate by resolution existing staff to serve as the clerk to the local hearing officer"; and

WHEREAS, Section 316.008(9)(c), Florida Statutes, provides that a municipality implementing speed detection systems "must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone" and that, "as part of the public hearing on such proposed ordinance," the municipality "must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system," and "must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures"; and

WHEREAS, City Council finds that speed violations in school zones present a real hazard not only to the general public's health and safety, but also specifically to children who are arriving or departing from school; and

WHEREAS, enforcement of speed limits in school zones with law enforcement officers alone can be difficult, as in the time a law enforcement officer has stopped and cited a speeding driver, other motorists can commit speeding violations and escape enforcement; and

WHEREAS, in accordance with and pursuant to the provisions of section 316.008(c), Florida Statutes, City Council has considered traffic data or other evidence supporting the

installation and operation of each proposed school zone speed detection system, and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, given that speeding is school zones creates an unacceptable hazard for students, and that enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system may reduce instances of speeding in school zones and enhance the welfare and safety of students and pedestrians across the City of Bradenton, City Council wishes to implement a school zone speed detection system program to enforce applicable speed limits in school zones during school sessions through the use of a speed detection system as a supplemental means for the enforcement of unlawful speed violations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

A new Chapter 50, Article IV. Section 82 shall be added as follows:

Sec. 50-82. – Speed detection systems for enforcement of school zone speed limits.

(a) *Purpose and intent.* The purpose of this ordinance is to authorize and implement the use of speed detection systems to enforce applicable speed limits on roadways properly maintained as school zones, as authorized by and in accordance with Chapter 316.008(9)(a), Florida Statutes, as such may be amended from time to time, in order to promote traffic safety and student welfare. This ordinance provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

(b) *Use of Speed Detection Systems.* In accordance with Chapter 316.008(9)(b), Florida Statutes, the City of Bradenton exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the City of Bradenton. Any contract for the placement or installation of speed detection systems under this Section shall be approved by City Council. The City of Bradenton Chief of Police or designee is hereby authorized to implement speed detection systems with the City of Bradenton consistent with the placement and installation specifications established by the Florida Department of Transportation, as such may be amended from time to time, to enforce unlawful speed violations, as specified in sections 316.1895 and 316.183, Florida Statues, on roadways maintained as school zones.

(c) *Determination of Heightened Safety Risk.* Having considered traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, the City of Bradenton determines that the roadways located within the following school zones where a speed detection system is to be placed or installed constitute a heightened safety risk that warrants additional enforcement measures pursuant to section 316.008(9), Florida Statutes:

1. MANATEE ELEMENTARY SCHOOL
   1609 SIXTH AVENUE EAST
   BRADENTON, FL 34208

2. BRADENTON CHRISTIAN SCHOOL
   3304 43RD STREET WEST
   BRADENTON, FL 34209

3. BALLARD ELEMENTARY SCHOOL
   912 18TH STREET WEST
   BRADENTON, FL 34205

4. SEA BREEZE ELEMENTARY SCHOOL
   3601 71ST STREET WEST
   BRADENTON, FL 34209

5. H.S. MOODY ELEMENTARY SCHOOL
   5425 38TH AVENUE WEST
   BRADENTON, FL 34209

6. JESSIE P. MILLER ELEMENTARY SCHOOL
   601 43RD STREET WEST
   BRADENTON, FL 34209

7. ROBERT H. PRINE ELEMENTARY SCHOOL
   3801 SOUTHERN PARKWAY WEST
   BRADENTON, FL 34205

8. G.D. ROGERS GARDEN-BULLOCK ELEMENTARY SCHOOL
   515 13TH AVENUE WEST
   BRADENTON, FL 34205

9. MANATEE HIGH SCHOOL
   902 33RD STREET COURT WEST
   BRADENTON, FL 34205

(d) *Traffic infraction enforcement officers.* Pursuant to Section 316.1896(1), Florida Statutes, a traffic infraction enforcement officer under Section 316.640, Florida Statutes, is

authorized to issue uniform traffic citations for violations of Sections 316.195 and 316.183, Florida Statutes, as authorized by Section 316.008(9), Florida Statutes.

(e) *Notices, Penalties, and Appeals.* The City of Bradenton Chief of Police or designee shall provide notices of violation, assess penalties, remit applicable portions of assessed penalties, and provide for appeals consistent with the requirements of Sections 316.1896(2), (3) and (5), Florida Statutes, as such may be amended from time to time.

(f) *Signage and Public Awareness Campaign.* The City of Bradenton Chief of Police or designee shall post signage and conduct a public awareness campaign regarding the placement or installation of speed detection systems consistent with the requirements of Section 316.0776(3)(b), Florida Statutes, as such may be amended from time to time.

(g) *Reporting.* The Chief of Police or designee shall comply with the reporting requirements of Section 316.1896(16)(a)(b), and (c), Florida Statutes, as such may be amended from time to time.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application therof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

PUBLICATION DATE	
FIRST READING	_____, 2024
PUBLICATION DATE	
SECOND READING	_____, 2024

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

CITY OF BRADENTON, FLORIDA

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

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

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

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

Every year, millions of dollars' worth of uncompensated care are given to uninsured patients and Medicaid-eligible individuals by private, for-profit and not-for-profit hospitals under the jurisdiction of the City of Bradenton. Medicaid typically pays for only 60% of the actual costs of the medical services that hospitals provide to Medicaid-eligible patients, leaving hospitals with sizable uncompensated costs.

The federal government granted the State of Florida the authority to create Medicaid programs, such as a Medicaid Managed Care hospital directed payment program, in order to reduce hospital expenses for charity care and uncompensated Medicaid costs.

In-patient hospitals that are affected have requested that the City of Bradenton apply special assessments to certain real estate that they own or lease in order to assist in recovery of funding the non-federal portion of the State's Medicaid program.

In order to establish and maintain a system of funding for intergovernmental transfers (IGTs) to support the non-federal share of Medicaid payments, this Ordinance will authorize the City to levy uniform non-ad valorem special assessments. These assessments will be fairly and reasonably distributed among the Hospital Properties within the City's jurisdictional limits, thereby directly and specifically benefiting such Hospital Properties.

FINANCIAL IMPACT:
The City's administrative expenses to oversee the program will be covered by funds collected from the assessments.

ATTORNEY REVIEW/RECOMMENDATION:
Special Counsel Christopher Roe and City Attorney Scott Rudacille drafted the ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4045.

ATTACHMENTS:
Ordinance 4045

ORDINANCE NO. 4045

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

WHEREAS, private for-profit and not-for-profit hospitals in the City of Bradenton's jurisdiction (the "Hospitals") annually provide millions of dollars of uncompensated care to uninsured persons and those who qualify for Medicaid because Medicaid, on average, covers only sixty percent (60%) of the costs of the health care services actually provided by Hospitals to Medicaid-eligible persons, leaving Hospitals with significant uncompensated costs; and

WHEREAS, the State of Florida (the "State") received federal authority to establish Medicaid programs, including but not limited to a Medicaid Managed Care hospital directed payment program, to offset Hospitals' charity care costs and uncompensated Medicaid costs and improve quality of care provided to Florida's Medicaid population; and

WHEREAS, impacted Hospitals have asked the City of Bradenton (the "City") to impose special assessments upon certain real property owned or leased by the Hospitals (the "Hospital Properties") to help finance the non-federal share of the State's Medicaid program; and

WHEREAS, the funding raised by the City assessments will, through intergovernmental transfers ("IGTs") provided consistent with federal guidelines, support additional funding for Medicaid and Medicaid managed care payments to Hospitals; and

WHEREAS, based upon the representations of participating Hospitals, the City Council (the "Council") has determined that (i) the Hospital Properties to be assessed will benefit directly and especially from the assessments as a result of the above-described additional Medicaid funding provided for said Hospitals, (ii) a logical relationship exists between the services provided and the special and particular benefit to Hospital Properties, (iii) leveraging additional federal support through the above-described IGTs to fund Medicaid payments to the Hospitals for health care services directly and specifically adds value to the Hospital Properties and supports the Hospitals' continued ability to provide those services, and (iv) the assessments will ensure the financial stability and viability of the Hospitals providing such services; and

WHEREAS, the City has an interest in promoting access to health care for its low-income and uninsured residents; and

WHEREAS, imposing assessments limited to the Hospital Properties to help fund the provision of healthcare services and the achievement of certain quality standards by the Hospitals to residents of the City is a valid public purpose that benefits the health, safety, and welfare of the citizens of the City; and

WHEREAS, the Hospitals are important contributors to the City's overall economy, and the financial benefit to the Hospitals directly and specifically supports their mission, as well as their ability to grow, expand, and maintain their facilities in concert with the population growth in the jurisdiction of the City; and

WHEREAS, the Council finds the assessments will enhance the Hospitals' ability to grow, expand, maintain, improve, and increase the value of their properties and facilities under all present circumstances and those of the foreseeable future; and

WHEREAS, the City is proposing properly apportioned assessments by which all Hospital Properties will be assessed a uniform amount that is compliant with 42 C.F.R. § 433.68(d); and

WHEREAS, only Hospital Properties shall be subject to the special assessments imposed hereunder; and

WHEREAS, the Council desires to enact this Ordinance to authorize the City to levy uniform non-ad valorem special assessments pursuant to the procedure described herein, which assessments shall be fairly and reasonably apportioned among the Hospital Properties within the City's jurisdictional limits,

to establish and maintain a system of funding for IGTs to support the non-federal share of Medicaid payments, thus directly and specially benefitting such Hospital Properties; and

WHEREAS, such action is in the best interest of the City and serves both a City and a public purpose.

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

DIVISION 1. Chapter 66 of the City of Bradenton, Florida Code of Ordinances, is hereby amended, by adding a new Article VI, as follows:

Sec. 66-207. - Title.

This Article VI shall be known and may be cited as the "City of Bradenton Local Provider Participation Fund Ordinance."

Sec. 66-208. - Authority.

This Ordinance is enacted pursuant to Article VIII, Section 2(b) of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Municipal Charter of the City, 42 C.F.R. § 433.68, and other applicable provisions of law. The Council is hereby authorized to impose annual special assessments against Assessed Properties to fund the non-federal share of Medicaid managed care and other Medicaid payments associated with Local Services.

Sec. 66-209. - Purpose.

The Assessments authorized by this Ordinance shall be imposed, levied, collected, and enforced against Assessed Properties. Proceeds from the Assessments shall be used to benefit Assessed Properties through enhanced Medicaid managed care and other Medicaid payments for Local Services. When imposed, the Assessments shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, City, district, or municipal taxes and other non-ad valorem assessments. Failure to pay the Assessments may result in foreclosure proceedings and loss of title. The Assessments shall be computed and assessed only in the manner provided in this Ordinance.

Sec. 66-210. - Alternative Method.

This Ordinance shall be deemed to provide an additional and alternative method, as specified in § 197.3631, Fla. Stat., for the assessment and collection of the non-ad valorem special assessments described herein. The Ordinance shall be regarded as supplemental and additional to powers conferred by other laws and shall not be regarded as in derogation of any powers now existing, or which may exist in the future. This Ordinance, being necessary for the health, safety, and welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

Sec. 66-211. - Definitions.

When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly requires otherwise:

Assessed Property means the real property in the City to which a Hospital holds a right of possession and right of use through an ownership or leasehold interest, thus making the property subject to the Assessments.

Assessments means non-ad valorem special assessments imposed by the City against Assessed Property to fund the non-federal share of supplemental payments that will benefit hospitals providing Local Services.

Assessment Coordinator means the City Administrator as the person appointed to administer the Assessments imposed pursuant to this Article, or such person's designee.

Assessment Resolution means the resolution described in Section 66-215 hereof.

City means the City of Bradenton, Florida.

Council means the City Council of the City of Bradenton, Florida.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

Hospital means a private for-profit or not-for-profit hospital that provides inpatient hospital services.

Local Provider Participation Fund means the Bradenton Local Provider Participation Fund created under Section 66-213 of this Ordinance.

Local Services means the provision of health care services to Medicaid, indigent, and uninsured members of the City of Bradenton community and surrounding area.

Non-Ad Valorem Assessment Roll or *Assessment Roll* means the special assessment roll prepared by the City for the Assessments imposed hereunder.

Ordinance means this Ordinance, the City of Bradenton Local Provider Participation Fund Ordinance.

Tax Collector means the City of Bradenton, Florida Tax Collector.

Sec. 66-212. - Interpretation.

Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Article. The term "hereafter" means after, and the term "heretofore" means before the effective date of the Ordinance.

Sec. 66-213. - Scope of Assessment.

Pursuant to § 166.021, Fla. Stat., the Council is hereby authorized to create non-ad valorem special assessments that shall be imposed, levied, collected, and enforced against Assessed Property to fund the non-federal share of supplemental payments benefitting Assessed Properties providing Local Services in the City. There is hereby created a separate, earmarked fund called the "Bradenton Local Provider Participation Fund." Funds generated as a result of the Assessments shall be held in such fund and shall be available to be used only to (1) provide to the Florida Agency for Health Care Administration the non-federal share for supplemental payments to be made directly or indirectly in support of Hospitals serving Medicaid, low income, and uninsured patients and (2) reimburse the City for administrative costs associated with the development, implementation and administration of the Assessments authorized by this Ordinance, as further specified in the Assessment Resolution.

The Assessments shall be broad based, and the amount of the Assessments must be uniformly imposed on each Assessed Property. In accordance with 42 U.S.C. §1396b(w), the Assessments may not hold harmless any Hospital. As set forth in Section 66-209, the Assessments shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, county,

city, district, or municipal taxes and other non-ad valorem assessments. In addition to other remedies available at law or equity, the enforcement of the aforesaid Assessments shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax enforcement procedures afforded to the official annual real property tax notice.

The Assessments shall be imposed, levied, collected, and enforced against only Assessed Properties, and the Assessment Resolution shall provide that the City's administrative costs incurred in developing, implementing, administering and collecting the Assessments shall be reimbursed from the collected amounts. Such administrative costs shall not exceed $150,000 or as otherwise provided in the Assessment Resolution. Any reasonable expenses the City incurs with respect to the Assessments, including any attorney's fees incurred as a result of contracting with an attorney to represent the City in defending any challenges to the Assessments or this Ordinance or seeking and enforcing the collection of delinquent Assessments, are not subject to the limitation on administrative costs.

The releases contemplated by Section 66-227 shall include an acknowledgement by the Hospitals that are the subject of this Ordinance that the Assessments will not result in any additional pecuniary obligation on the City, the City Council or City residents, and that, notwithstanding Section 66-213 hereof, administrative fees collected by the City through the Assessments, including, if necessary, amounts in excess of the otherwise applicable limit contained in Section 66-213, may be used to cover the costs of administering the Assessments, including for expenses incurred in any original proceedings, appeals, or any proceeding before any administrative body or tribunal, and any and all costs and attorneys or expert fees associated with the defense of such claims, that arise in the event that the objectives and procedures of this Article are challenged by any person, entity, or government agency. The City may utilize any balance of funds in the Bradenton Local Provider Participation Fund, including funds which have rolled over from the prior Fiscal Year pursuant to Section 66-223 hereof, to cover such expenses.

Sec. 66-214. - Computation of Assessment.

The annual Assessments shall be specified for each Assessed Property in the Assessment Resolution contemplated by Section 66-215 hereof. The Council shall set the Assessments in amounts that in the aggregate will generate

sufficient revenue to fund the non-federal share of supplemental payments associated with Local Services to be funded by the Assessments.

The amount of the Assessments required of each Assessed Property may not exceed an amount that, when added to the amount of other hospital assessments levied by the state or local government, exceeds the maximum percent of the aggregate net patient revenue of all Assessed Hospitals in the City permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each Assessed Property will be derived from data contained in hospital cost reports and/or the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

Sec. 66-215. - Assessment Resolution.

The Council may adopt an Assessment Resolution for each Fiscal Year during which Assessments are to be imposed and collected. The Assessment Resolution may be adopted following the procedures described in Sections 66-215 through 66-219 hereof.

Prior to adoption of an Assessment Resolution for the first time levy of the Assessments against Assessed Property, the Assessment Coordinator shall have received the releases and indemnity required by Section 66-227 hereof.

The Assessment Resolution shall describe (a) the supplemental payments proposed for funding from proceeds of the Assessments; (b) the benefits to the Assessment Properties associated with the Assessments; (c) the methodology for computing the assessed amounts; (d) the annual amount assessed for each Assessed Property, and (e) the method of collection, including how and when the Assessments are to be paid.

Sec. 66-216. - Non-Ad Valorem Assessment Roll.

The Assessment Coordinator shall prepare, or direct the preparation of, the Non-Ad Valorem Assessment Roll, which shall contain the following:

a) The names and addresses of the Assessed Properties; and

b) The Assessment rates and amount of the Assessments to be imposed against each Assessed Property based on the Assessment Resolution.

The Non-Ad Valorem Assessment Roll shall be retained by the Assessment Coordinator and shall be open to public inspection. The foregoing shall not be

construed to require that the Assessment Roll be in printed form if the amount of the Assessments for Assessed Property can be determined by use of a computer terminal available to the public.

Sec. 66-217. - Notice by Publication.

The Assessment Coordinator shall publish once in a newspaper of general circulation within the City a notice stating that the Council, at a regular, adjourned, or special meeting on a certain day and hour, not earlier than 20 calendar days from such publication, will hear objections of all interested persons to approve the Assessments. Such notice shall include:

a) The Assessment rates;

b) The procedure for objecting to the Assessment rates;

c) The method by which the Assessments will be collected; and

d) A statement that the Non-Ad Valorem Special Assessment Roll is available for inspection at the Office of the Assessment Coordinator.

Sec. 66-218. - Notice by Mail.

In addition to the published notice required by Section 66-217, but only for the first fiscal year in which an Assessment is imposed by the Council against Assessed Properties, the Assessment Coordinator shall provide notice of the proposed Assessments by first class mail to the Assessed Properties. Such notice shall include:

a) The purpose of the Assessments;

b) The Assessment rates to be levied against each Assessed Property;

c) The unit of measurement used to determine the Assessments;

d) The total revenue to be collected by the City from the Assessments;

e) A statement that failure to pay the Assessments will cause a tax certificate to be issued against the property or foreclosure proceedings, either of which may result in a loss of title to the property;

f) A statement that all affected and/or interested parties have a right to appear at the hearing and to file written objections with the Council within 20 days of the notice; and

g) The date, time, and place of the hearing.

Notice shall be mailed at least 20 calendar days prior to the hearing to each Assessed Property at such address as is shown on the Assessment Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The Assessment Coordinator may provide proof of such notice by affidavit. Failure of the Assessed Property to receive such notice, because of mistake or inadvertence, shall not affect the validity of the Assessment Roll or release or discharge any obligation for payment of the Assessments imposed by the Council pursuant to this Article.

Sec. 66-219. - Adoption of Assessment Resolution and Non-Ad Valorem Assessment Roll.

At the time named in the notice, the Council shall receive and consider public comment and any written objections from the Hospitals subject to the Assessment. All such objections to the Assessment Resolution and Non-Ad Valorem Assessment Roll shall be made in writing and filed with the Assessment Coordinator at or before the time or adjourned time of such hearing. At the date and time named in the notice, the Council may adopt the Assessment Resolution and Non-Ad Valorem Assessment Roll which shall:

a) Set the rates of the Assessments to be imposed;

b) Approve the Non-Ad Valorem Assessment Roll, with such amendments as it deems just and right; and

c) Affirm the method of collection and direct the Assessment Coordinator to facilitate collection of the Assessment.

Federal regulations currently require the assessment of all Hospitals in the City as a condition for eligibility for federal matching funds. Notwithstanding anything herein to the contrary, in the event that one or more Hospitals object to imposition of the Assessments for the forthcoming Fiscal Year, then the Council may determine, it its sole discretion, not to adopt an Assessment Resolution for such year in which case no Assessments shall be levied, imposed or collected for such year.

Sec. 66-220. - Revisions to the Assessment Roll.

The Council may revise the Non-Ad Valorem Assessment Roll one or more times during the Fiscal Year to modify the Assessment rates through the

adoption of an additional Assessment Resolution, following the procedures described in Sections 66-215 through 66-219.

Sec. 66-221. - Effect of the Assessment Resolution.

The adoption of an Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and Assessments, the Assessment rates, the initial rates of Assessment, the Non-Ad Valorem Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Assessment Resolution.

Sec. 66-222. - Method of Collection.

Unless determined otherwise by the Council in the Assessment Resolution, the Assessments shall be collected by direct billing the owners of Assessed Property as follows:

a) The Assessment Coordinator shall provide Assessment bills by first class mail to each Hospital. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessments, (2) a description of the calculation method used to determine the amount of the Assessments, (3) the total amounts of the parcel's Assessments for the appropriate period, (4) the location at which payment will be accepted, (5) the date on which the Assessments are due, and (6) a statement that the Assessments constitute a lien against assessed property equal in rank and dignity with the liens of all state, City, district or municipal taxes and other non-ad valorem assessments.

b) The City shall have the right to appoint or retain an agent to foreclose and collect all delinquent Assessments in the manner provided by law. An Assessment shall become delinquent if it is not paid within thirty (30) calendar days from the due date. The City or its agent shall notify any Hospital which is delinquent in payment of an Assessment within sixty (60) calendar days from the date such Assessment was due. Such notice shall state in effect that the City or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.

c) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Hospitals whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

d) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected by any method authorized by law including but not limited to the Uniform Assessment Collection Act; provided however, that in the event the Uniform Assessment Collection Act is used, (1) notice shall be provided to the owner in the manner required by law and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll to the Tax Collector.

Sec. 66-223. – Roll Over of Funds.

If, at the end of the Fiscal Year, additional amounts remain in the Bradenton Local Provider Participation Fund, such amounts shall roll over in the account for use in the next Fiscal Year by the City for authorized purposes, including payment of the City's administrative expenses, as provided in Section 66-213 hereof.

Sec. 66-224. - Responsibility for Enforcement.

The City and its agent, if any, shall maintain the duty to enforce the prompt collection of the Assessments by the means provided herein. The duties related to collection of assessments may be enforced at the suit of any holder

of obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Sec. 66-225. - Correction of Errors and Omissions.

No act of error or omission on the part of the Property Appraiser, Tax Collector, Assessment Coordinator, Council, or their deputies or employees shall operate to release or discharge any obligation for payment of the Assessments imposed by the Council under the provision of this Article.

Sec. 66-226. - Limitations on Surcharges.

Payments made by Assessed Properties under this article may not be passed along to patients of the Assessed Property as a surcharge or as any other form of additional patient charge.

Sec. 66-227. – Release and Indemnification.

The Hospitals whose Assessed Properties are subject to the Assessments imposed pursuant to this Ordinance have requested or expressed support for adoption of this Ordinance and have given assurances to the City that the objectives and procedures addressed in this Ordinance are proper and lawful. Accordingly, each such Hospital shall, as a prerequisite for the City imposing Assessments hereunder, forever release the City and its officers, employees, agents and instrumentalities from any and all liability relating to the Assessments.

As an additional prerequisite for the City imposing Assessments hereunder, Hospitals liable for at least fifty-one (51%) of the total Assessment amount for the forthcoming Fiscal Year, or such other percentage as may be determined by the Council in an annual Assessment Resolution, shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses, disallowances, or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of any claims, demands, suits, causes of actions or administrative proceedings of any kind or nature arising out of or relating to the Assessments; provided, however, the entirety of any such liability, losses, disallowances or damages shall be prorated amongst all the Hospitals which provided the indemnification according to their respective share of the total amount of the Assessment applicable to such Hospitals.

To the extent that a Hospital is a public instrumentality entitled to the protections afforded by Section 768.28, Florida Statutes, the release and indemnification shall not be construed as a waiver of sovereign immunity beyond the waiver provided in such release and indemnification. The release and indemnification shall be in a form approved by the Assessment Coordinator and submitted to the Assessment Coordinator within the timeframe set forth in Section 66-215 of this Ordinance.

DIVISION 2. APPLICABILITY.

It is hereby intended that this Ordinance shall constitute a uniform law applicable in all areas of City of Bradenton where there is no existing conflict of law or municipal ordinance.

DIVISION 3. SEVERABILITY.

If any portion of this Ordinance is held invalid or declared to be unconstitutional, inoperative, or void by any court of competent jurisdiction, such holdings shall not affect the validity of the remainder of this Ordinance.

DIVISION 4. RESOLUTION OF CONFLICT OF LAWS.

In all instances where Florida law, as evidenced by the Florida Administrative Code, Florida Statutes, applicable case law or otherwise, mandates standards or requirements that are stricter than the provisions of this Ordinance, or where a matter is addressed by Florida law that is not addressed by this Ordinance, then said law shall govern. In situations where this Ordinance addresses a matter in a manner that is stricter than that of Florida law, the provisions of this Ordinance shall control.

DIVISION 5. INCLUSION IN THE CITY OF BRADENTON CODE OF ORDINANCES.

The provisions of this Ordinance shall be included and incorporated in the City of Bradenton Code of Ordinances, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the City of Bradenton Code of Ordinances, once established.

DIVISION 6. EFFECTIVE DATE.

This Ordinance shall become effective upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF MAY, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

1st Reading	May 8, 2024
Advertising	May 10, 2024
2nd Reading and Public Hearing	May 22, 2024

AGENDA ITEM NO. 7.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

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

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

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Ordinance 4034 amends Section 6, Benefit Amounts and Eligibility and Section 8, Disability, to provide for a three percent multiplier for all years of credited service for all active members of the plan, to include members hired after June 1, 2013, in accordance with a recently adopted Memorandum of Understanding between the City and the Florida PBA for both the Officers and Lieutenants. This ordinance will be retroactive to the effective date of the current collective bargaining agreement, October 1, 2022. Both the attorney for the Union and the Police

Department have reviewed this document and have agreed it accomplishes the intent of the MOUs.

FINANCIAL IMPACT:
The plan's actuary, Gabriel Roeder Smith & Co., provided an Actuarial Impact Statement.

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

SUGGESTED MOTION:
Motion to approve Ordinance 4034.

ATTACHMENTS:
Ordinance 4034
Letter from Attorney Christiansen
Actuarial Impact Statement

ORDINANCE NO. 4034

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

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

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

* * * * *

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

* * * * *

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

* * * * *

(1) *Disability benefits in line of duty*. Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent (3%) of his average final compensation multiplied by the total years of credited service ~~for members hired prior~~

~~to June 1, 2013 or, for members hired on or after June 1, 2013, a total of two and three-quarters percent (2.75%) of average final compensation multiplied by the years of credited service earned prior to the effective date of the ordinance adopting this subsection, and three percent (3.0%) of average final compensation multiplied by the years of credited service earned on and after the effective date of the ordinance adopting this subsection~~, but in any event the minimum amount paid to the member shall be sixty percent (60%) of the average final compensation of the member. Upon the death of any member or former member drawing or entitled to a benefit under this subsection, his spouse and issue, if any, shall be entitled to the same benefits as are provided for the spouse and issue of a member under said section 7, subsection (1). Eligibility requirements for disability benefits are set forth in subsection (8), below. This change shall be retroactive to October 1, 2022 and the benefit of any Retiree who retired or terminated vested person who terminated employment on and after October 1, 2022 shall be recalculated and any retroactive benefit amounts shall be paid.

* * * * *

(3) *Disability benefits not in line of duty*. Any member with ten (10) years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability is not directly caused by the performance of his duties as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent (3%) of his average final compensation multiplied by the total years of credited service ~~for members hired prior to June 1, 2013 or, for members hired on or after June 1, 2013, a total of two and three-quarters percent (2.75%) of average final compensation multiplied by the years of credited service earned prior to the effective date of the ordinance adopting this subsection, and three percent (3.0%) of average final compensation multiplied by the years of credited service earned on and after the effective date of the ordinance adopting this subsection~~ and the fund shall pay, in addition thereto, the sum of twenty dollars ($20.00) per month for each of his issue in being during the time said member receives the benefit. Upon the death of said member, his spouse, if any, shall receive and be paid for the remainder of his or her natural life, or until remarriage, whichever occurs first, a sum equal to two-thirds (2/3) of the amount the deceased member was receiving, calculated only upon the length of the deceased member's credited service (exclusive of any additional payments of twenty dollars ($20.00) per month for each of the decedent's issue, which payments shall also continue). Eligibility requirements for disability benefits are set forth in subsection (8), below. This change shall be retroactive to October 1, 2022 and the benefit of any Retiree who retired or terminated vested person who terminated employment on and after October 1, 2022 shall be recalculated and any retroactive benefit amounts shall be paid.

* * * * *

SECTION 3: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Bradenton.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6: That this Ordinance shall become effective upon adoption.

FIRST READING, this _____ day of _____, 2024.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

dm\brad\pol\04-17-24.ord

Law Offices
Christiansen & Dehner, P.A.
Scott R. Christiansen
63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848
H. Lee Dehner
(1952-2019)

April 29, 2024

Via E-Mail: Rob.Perry@BradentonFL.gov

Mr. Rob Perry, City Administrator
City of Bradenton
101 12th Street West
Bradenton, FL 34205

Re: Bradenton Police Officers' Retirement System - Ordinance Amending Plan

Dear Mr. Perry:

As you know, I represent the Board of Trustees of the City of Bradenton Police Officers' Retirement System. Attached please find an ordinance amending the City of Bradenton Police Officers' Retirement System which is recommended for adoption by the City Council. This ordinance amends Section 6, Benefit Amounts and Eligibility and Section 8, Disability, to provide for a three percent multiplier for all years of credited service for all active members of the plan, to include members hired after June 1, 2013, in accordance with a recently adopted Memorandum of Understanding between the City and the Florida PBA for both the Officers and Lieutenants. This ordinance will be retroactive to the effective date of the current collective bargaining agreement, October 1, 2022. Both the attorney for the Union and the Police Department have reviewed this document and have agreed it accomplishes the intent of the MOUs.

By copy of this letter to the plan's actuary, Gabriel Roeder Smith & Co., I would ask that they provide you with an actuarial impact statement, indicating the cost, if any, associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure
e-copy: Jeffrey Amrose, with enclosure
Ferrell Jenne, with enclosure
Tamara Melton, with enclosure
Gregory Hearing, with enclosure
Paul Driscoll, with enclosure

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

May 15, 2024

Ms. Ferrell B. Jenne
Lead Plan Administrator
Foster & Foster, Inc.
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of Bradenton Police Officers' Retirement System
Actuarial Impact Statement

Dear Ferrell:

As requested, we have prepared the enclosed Actuarial Impact Statement showing the first-year financial impact of the proposed ordinance which would amend the City of Bradenton Police Officers' Retirement System (Plan) as follows:

- Increase the benefit multiplier for pre-October 1, 2022 service from 2.75% per year to 3.00% per year for members hired on or after June 1, 2013, effective retroactive to October 1, 2022.

The impact of the proposed Plan change is being shown on the October 1, 2023 valuation results which determine the required contribution for the fiscal year ending September 30, 2025. If the proposed ordinance is adopted before September 30, 2024, the required contribution for the fiscal year ending September 30, 2025 would be determined using the results in this letter reflecting the plan amendment.

Please note that these results do not reflect the impact of the prior proposed ordinance which extends the maximum DROP period of participation to eight years (please see the Actuarial Impact Statement dated February 14, 2024). If that proposed ordinance is also adopted, we will need to determine the final Required City Contribution for the fiscal year ending September 30, 2025 reflecting a combination of both Plan amendments.

The Statement must be filed with the Division of Retirement before the final public hearing on the ordinance. Please have a member of the Board of Trustees sign the Statement. Then send the Statement along with a copy of the proposed ordinance to Tallahassee.

Summary of Findings

- The Required City Contribution in the first year would increase by approximately $23,000 or 0.26% of covered payroll.
- The Funded Ratio would decrease from 86.9% to 86.8%.

Assumptions and Methods Used

The actuarial assumptions and methods used for this impact statement are the same as those used for the October 1, 2023 Actuarial Valuation Report.

Additional Disclosures

Please refer to the last two pages of this report for a discussion of risks associated with measuring the accrued liability and actuarially determined contribution.

This report was prepared at the request of the Board of Trustees and is intended for use by the Board and those designated or approved by the Board. This report may be provided to parties other than the Plan only in its entirety and only with the permission of the Board.

The purpose of this report is to describe the financial effect of the proposed plan changes. This report should not be relied on for any purpose other than the purpose described above. Potential effects on other benefit plans were not considered.

The calculations in this report are based upon information furnished by the Plan Administrator for the October 1, 2023 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report was prepared using our proprietary valuation model and related software which in our professional judgement has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

Jeffrey Amrose and Trisha Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company

Jeffrey Amrose, MAAA, FCA
Enrolled Actuary No. 23-6975

Trisha Amrose, MAAA, FCA
Enrolled Actuary No. 23-8010

Enclosures

This communication shall not be construed to provide tax advice, legal advice or investment advice.

CITY OF BRADENTON POLICE OFFICERS' RETIREMENT SYSTEM

Impact Statement – May 15, 2024

Description of Amendments

The proposed Ordinance would amend the Plan as follows:

- Increase the benefit multiplier for pre-October 1, 2022 service from 2.75% per year to 3.00% per year for members hired on or after June 1, 2013, effective retroactive to October 1, 2022.

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

For the Board of Trustees
as Plan Administrator

SUPPLEMENTAL ACTUARIAL VALUATION REPORT

Plan

City of Bradenton Police Officers' Retirement System

Valuation Date

October 1, 2023

Date of Report

May 15, 2024

Report Requested by

Board of Trustees

Prepared by

Gabriel, Roeder, Smith & Company

Group Valued

All active and inactive members of the Plan as of October 1, 2023.

Benefit Provisions Being Considered for Change

Increase the benefit multiplier for pre-October 1, 2022 service from 2.75% per year to 3.00% per year for members hired on or after June 1, 2013, effective retroactive to October 1, 2022.

Participants Affected

Members of the Plan hired on or after June 1, 2013 who retire or terminate employment on or after October 1, 2022.

Actuarial Assumptions and Methods

Same as October 1, 2023 Actuarial Valuation Report. Some of the key assumptions/methods are:

Investment Return	7.30%
Salary Increase	6.7% to 9.1% per year depending on service
Cost Method	Individual Entry-Age Normal

Amortization Period for Change in Actuarial Accrued Liability Associated with Proposed Changes

30 years

Summary of Data Used in Report

See attached page; same as the data used for the October 1, 2023 Actuarial Valuation Report, with updated deferred benefit amounts for the three impacted terminated vested members.

Actuarial Impact of Proposal(s)

See attached page(s)

Other Cost Considerations

None

Special Risks Involved with the Proposal That the Plan Has Not Been Exposed to Previously

None

ACTUARIALLY DETERMINED (REQUIRED) CONTRIBUTION (ADC)			
A. Valuation Date	October 1, 2023	October 1, 2023	
	Baseline	***Proposed Ordinance***	***Difference***
B. ADC to Be Paid During Fiscal Year Ending	9/30/2025	9/30/2025	
C. Assumed Date of Employer Contrib.	Biweekly	Biweekly	
D. Annual Payment to Amortize Unfunded Actuarial Liability	$ 1,262,425	$ 1,270,975	$ 8,550
E. Employer Normal Cost	1,834,122	1,847,035	12,913
F. ADC as of the Valuation Date: D+E	3,096,547	3,118,010	21,463
G. ADC Adjusted for Frequency of Payments	3,209,943	3,232,192	22,249
H. ADC as % of Covered Payroll	37.71 %	37.97 %	0.26 %
I. Assumed Rate of Increase in Covered Payroll to Contribution Year	4.00 %	4.00 %	
J. Covered Payroll for Contribution Year	8,853,779	8,853,779	0
K. ADC for Contribution Year: H x J	3,338,760	3,361,780	23,020
L. Estimated Credit for State Revenue in Contribution Year	600,000	600,000	0
M. ADC After State Contribution Applied in Contribution Year: K - L	2,738,760	2,761,780	23,020
N. Employer ADC as % of Covered Payroll in Contribution Year: M ÷ J	30.93 %	31.19 %	0.26 %

ACTUARIAL VALUE OF BENEFITS AND ASSETS			
A. Valuation Date	October 1, 2023 ***Baseline***	October 1, 2023 ***Proposed Ordinance***	***Difference***
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	$ 39,092,958	$ 39,288,059	$ 195,101
b. Vesting Benefits	2,002,890	2,029,868	26,978
c. Disability Benefits	2,523,069	2,530,823	7,754
d. Preretirement Death Benefits	449,683	450,568	885
e. Return of Member Contributions	416,956	416,956	0
f. Total	44,485,556	44,716,274	230,718
2. Inactive Members			
a. Service Retirees & Beneficiaries	70,752,437	70,752,437	0
b. Disability Retirees	6,220,860	6,220,860	0
c. Terminated Vested Members	2,599,438	2,618,911	19,473
d. Total	79,572,735	79,592,208	19,473
3. Total for All Members	124,058,291	124,308,482	250,191
C. Actuarial Accrued (Past Service) Liability (Entry Age Normal)	104,175,346	104,310,717	135,371
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	83,134,765	83,134,765	0
2. Actuarial Value	90,513,423	90,513,423	0
F. Unfunded Actuarial Accrued Liability	13,661,923	13,797,294	135,371
G. Actuarial Present Value of Projected Covered Payroll	74,596,287	74,596,287	0
H. Actuarial Present Value of Projected Member Contributions	5,306,873	5,306,873	0
I. Funded Ratio: E2 ÷ C	86.9%	86.8%	-0.1%

CALCULATION OF EMPLOYER NORMAL COST			
A. Valuation Date	October 1, 2023 ***Baseline***	October 1, 2023 ***Proposed Ordinance***	***Difference***
B. Normal Cost for			
1. Service Retirement Benefits	$ 1,775,058	$ 1,786,282	$ 11,224
2. Vesting Benefits	178,251	179,551	1,300
3. Disability Benefits	219,057	219,406	349
4. Preretirement Death Benefits	43,519	43,559	40
5. Return of Member Contributions	78,914	78,914	-
6. Total for Future Benefits	2,294,799	2,307,712	12,913
7. Assumed Amount for Administrative Expenses	135,250	135,250	0
8. Total Normal Cost	2,430,049	2,442,962	12,913
9. Total as a % of Covered Payroll	28.54 %	28.70 %	0.16 %
C. Expected Member Contribution	595,927	595,927	0
D. Employer Normal Cost: B8-C	1,834,122	1,847,035	12,913
E. Employer Normal Cost as a % of Covered Payroll	21.54 %	21.70 %	0.16 %

PARTICIPANT DATA			
	October 1, 2023 *Baseline*	October 1, 2023 *Proposed Ordinance*	*Difference*
ACTIVE MEMBERS			
Number	102	102	0
Covered Annual Payroll	$ 8,513,249	$ 8,513,249	$ 0
Average Annual Payroll	$ 83,463	$ 83,463	$ 0
Average Age	35.3	35.3	0.0
Average Past Service	6.7	6.7	0.0
Average Age at Hire	28.6	28.6	0.0
RETIREES, BENEFICIARIES & DROP			
Number	99	99	0
Annual Benefits	$ 5,438,161	$ 5,438,161	$ 0
Average Monthly Benefit	$ 54,931	$ 54,931	$ 0
Average Age	62.3	62.3	0.0
DISABILITY RETIREES			
Number	19	19	0
Annual Benefits	$ 520,871	$ 520,871	$ 0
Average Monthly Benefit	$ 27,414	$ 27,414	$ 0
Average Age	61.6	61.6	0.0
TERMINATED VESTED MEMBERS			
Number	11	11	0
Annual Benefits	$ 289,140	$ 293,256	$ 4,116
Average Monthly Benefit	$ 26,285	$ 26,660	$ 375
Average Age	39.8	39.8	0.0

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in Plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the Plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the either assumed or forecasted returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the Plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;
5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example if the investment return is less (or more) than the assumed rate, the cost of the Plan can be expected to increase (or decrease). Likewise if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

The computed contribution amounts may be considered as a minimum contribution that complies with the pension Board's funding policy and the State statutes. The timely receipt of the actuarially determined contributions is critical to support the financial health of the Plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Risk Assessment

Risk assessment was outside the scope of this report. Risk assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid the Board in the decision making process.

bradenton
The Friendly City

BID FORM
City of Bradenton Surplus Land

Address of the Property being bid on: 2104 12TH AVENUE WEST BRADENTON, FL 34205

Bidder Name: ROMAN FAMILY TRUST - LAURA ROMAN

Bidder Address: 5440 1ST STREET - BRADENTON, FL 34203

Email: lauraanneroman@gmail.com Telephone No. 941-302-0002

Bid Amount: $162,500.00 Bid Deposit: $16,250.00

Proposed use of property: MULTI-GENERATIONAL FAMILY HOME WITH ADD-ON ADA ADU FOR FATHER (USAF VETERAN)

Scope of Project and timeline for implementation:

ADD AN ADA ADU FOR AGE IN HOME INSTEAD OF IN AN ASSITED LIVING FACILITY - ADD A SMALL THERAPY DEPTH SWIMMING POOL, WHILE FIXING HOME TO MAKE IT HABITABLE COMPLETION WITHIN A YEAR, IF POSSIBLE

Proposed Closing Date: 8-1-2024, OR SOONER

Required:

- All bids require a 10% deposit in the form of a certified check or cashier's check, payable to the City of Bradenton.
- All bids require proof of funds if cash purchase or a Letter of credit from lender if financing is required. The City of Bradenton will not extend credit.

The property will be conveyed "AS IS" generally by Quit Claim Deed, subject to all encumbrances of records and with no representations or warranties from the City. The Bidder hereby agrees and acknowledges that they shall be responsible for all closing costs.

By submitting this bid, I/we understand that the deposit will be returned if I/we are not the successful bidder. If I/we are the successful bidder, we will be notified by certified mail, and within thirty days thereafter will enter into a binding Purchase & Sale Agreement with the City of Bradenton, with a closing date within 90 days of execution and approval of the sales price by City Council. At closing, the remainder of the purchase price will be due in the form of a cashier's or certified check, payable to the City of Bradenton. My/our failure to remit the balance pursuant to the terms and conditions of the Purchase & Sale Agreement will result in a forfeiture of the deposit.

Signed: Laura Anne Roman Date: 05-01-2024

trax CREDIT UNION

3710 North 50th Street
Tampa, FL 33619

63-8304/2631

283030

DATE 5/01/2024

NOT VALID AFTER 60 DAYS

PAY ****** SIXTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS *****

AMOUNT: $ *****16,250.00**

PAY TO THE ORDER OF
CITY OF BRADENTON
ADD: 2104 12TH AVE W
BRADENTON FL, 34205
RE:ROMAN LIVING TRUST

AUTHORIZED SIGNATURE

⑈283030⑈ ⑆263183049⑆ 80130⑈

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Resolution 24-46 - Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution authorizing the issuance of Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024, for an amount not to exceed $42,000,000 at an interest rate not greater than 5.25%. The purpose for the bonds are to provide funds to finance acquisition, construction and equipping a new fire station, police station, and certain capital improvements within the City.

FINANCIAL IMPACT:
Bond not to exceed $42,000,000 in aggregate principle amount.

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Bond Counsel Mark T. Mustian.

SUGGESTED MOTION:
Motion to approve Resolution 24-46 authorizing the issuance of Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024, for an amount not to exceed $42,000,000.

ATTACHMENTS:

Resolution 24-46

CITY OF BRADENTON, FLORIDA

CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE AND REFUNDING BONDS, SERIES 2024 RESOLUTION

ADOPTED MAY 22, 2024

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RESOLUTION NO. 24-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $42,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF BRADENTON, FLORIDA CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE AND REFUNDING BONDS, SERIES 2024, TO PROVIDE FUNDS TO FINANCE CERTAIN CAPITAL IMPROVEMENTS WITHIN THE CITY AND TO REFUND CERTAIN OUTSTANDING INDEBTEDNESS; COVENANTING TO BUDGET AND APPROPRIATE CERTAIN LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY DEBT SERVICE ON THE BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF BONDS ISSUED HEREUNDER; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH BONDS ISSUED HEREUNDER; AUTHORIZING A DELEGATED NEGOTIATED SALE OF THE BONDS AND THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT IN CONNECTION THEREWITH; DELEGATING CERTAIN AUTHORITY TO THE MAYOR AND THE CITY ADMINISTRATOR AND THEIR DESIGNEES FOR THE AWARD OF THE BONDS AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO THE BONDS AND THE APPOINTMENT OF A DISSEMINATION AGENT THERETO; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

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

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean Chapter 166, Part II, Florida Statutes, the City Charter of the City of Bradenton, Florida, and other applicable provisions of law.

"Amortization Installments" shall mean an amount designated as such pursuant to this Resolution, the Purchase Contract or a Supplemental Resolution of the Issuer and established with respect to Term Bonds.

"Annual Audit" shall mean the annual audit prepared pursuant to the requirements of Section 5.03 hereof.

"Annual Budget" shall mean the annual budget prepared pursuant to the requirements of Section 5.02 hereof.

"Annual Debt Service" shall mean the aggregate amount of Debt Service on the Bonds for each applicable Fiscal Year.

"Authorized Investments" shall mean any investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy.

"Authorized Issuer Officer" shall mean the Mayor, the City Administrator, the City Clerk, or their designee(s) and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the City of Bradenton, Florida Capital Improvement Non-Ad Valorem Revenue Bonds, Series 2024 (or such other designation that may be made pursuant to Section 2.01(A) hereof) authorized to be issued pursuant to the provisions of this Resolution.

"City Administrator" shall mean the City Administrator of the Issuer, or such other person as may be duly authorized to act on his or her behalf.

"City Clerk" or **"Clerk"** shall mean the City Clerk of the Issuer, or such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Construction Fund" shall mean the Construction Fund established pursuant to Section 4.03 hereof.

"Cost" or **"Costs"** shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of the Project; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during, and if advisable by the Issuer, for up to one (1) year after the end of, the construction period of such Project; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the financing incurred during, and if advisable by the

Issuer, for up to one (1) year after the end of, the construction period for such Project, including audits, fees and expenses of any Paying Agent, Registrar, or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for such Project; (9) costs of machinery or equipment required by the Issuer for the commencement of operation of such Project; (10) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles, and shall include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Council" shall mean the City Council of the Issuer.

"Counterparty" shall mean the entity entering into a Hedge Agreement with the Issuer. Counterparty would also include any guarantor of such entity's obligations under such Hedge Agreement.

"Debt" means at any date (without duplication) all of the following to the extent that they are guaranteed or secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Issuer as lessee under capitalized leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Issuer; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, the Issuer has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "Debt" for purposes of this Resolution unless the Issuer has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Issuer has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

"Debt Service" shall mean, at any time, the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Outstanding Bonds during such period of time, except to the extent that such interest is to be paid from Bond proceeds for such purpose, (2) principal of Outstanding Serial Bonds maturing in such period of time, and (3) the Amortization Installments with respect to Outstanding Term Bonds maturing in such period of time. For purposes of this definition, (A) if the Bonds have 25% or more of the aggregate principal amount coming due in any one year, Debt Service shall be determined on the Bonds during such period of time as if the principal of and interest on such Bonds were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of 25 years, and (B) with respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time.

"Federal Securities" shall mean non-callable direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury) or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Financial Advisor" shall mean PFM Financial Advisors LLC, Orlando, Florida, or its successors or assigns.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Fitch" shall mean Fitch Ratings, and any assigns and successors thereto.

"Governmental Funds" shall mean all of the "governmental funds" of the Issuer as described and identified in the Annual Audit.

"Governmental Funds Revenues" shall mean total revenues of the Issuer derived from any source whatsoever and that are allocated to and accounted for in the Governmental Funds as shown in the Annual Audit.

"Hedge Agreement" shall mean an agreement in writing between the Issuer and the Counterparty pursuant to which (1) the Issuer agrees to pay to the Counterparty an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on debt (or a notional amount) specified in such agreement during the period specified in such agreement and (2) the Counterparty agrees to pay to the Issuer an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on debt (or a notional amount) specified in such agreement during the period specified in such agreement.

"Hedge Payments" shall mean any amounts payable by the Issuer on the debt or the related notional amount under a Qualified Hedge Agreement; excluding, however, any payments due as a penalty or by virtue of termination of a Qualified Hedge Agreement or any obligation of the Issuer to provide collateral.

"Interest Date" or **"interest payment date"** shall be March 1 and September 1 of each year, commencing September 1, 2024.

"Issuer" or **"City"** shall mean the City of Bradenton, Florida.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the Annual Debt Service coming due in any Fiscal Year in which Bonds are Outstanding.

"**Mayor**" shall mean the Mayor of the Issuer and in his or her absence or unavailability, the Mayor Pro Tem of the Issuer and such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Moody's" shall mean Moody's Investors Service, and any assigns and successors thereto.

"Non-Ad Valorem Revenues" shall mean all Governmental Funds Revenues other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make the payments required herein, but only after provision has been made by the City (from any source of Governmental Funds Revenues) for the payment of all essential or legally mandated services.

"Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which other Bond or Bonds have been issued under Section 2.06 hereof to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for other Bond or Bonds under Sections 2.05 and 2.07 hereof, (3) Bonds deemed to have been paid pursuant to Section 8.01 hereof and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean the paying agent appointed by the Issuer for the Bonds and its successor or assigns, if any. The Paying Agent initially shall be U.S. Bank Trust Company, National Association.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Federal Securities, secured in substantially the manner set forth in Section 8.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradations, such as "+" or "-" or "1, 2 or 3" of such categories) of one of the Rating Agencies.

"Project" shall mean the acquisition, construction and equipping of a new fire station, police station and certain capital improvements within the City.

"Purchase Contract" shall mean the Purchase Contract to be executed between the City and the Underwriter in accordance with Section 10.01 hereof, which Purchase Contract shall contain the final pricing terms of the Bonds, in substantially the form attached hereto as Exhibit A, with such modifications, insertions and changes approved by the City's authorized signatory thereof pursuant to section 10.1 hereof, approval to be deemed evidenced by his or her execution thereof.

"Qualified Hedge Agreement" shall mean a Hedge Agreement with respect to which the Issuer has received written notice from at least two of the Rating Agencies that the rating of the Counterparty is not less than "A."

"Rating Agencies" means Fitch, Moody's and Standard & Poor's.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.04 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunded Bonds" shall mean the City of Bradenton Community Redevelopment Agency Increment Tax Revenue Bonds, Series 2011 (Downtown Redevelopment and Riverwalk Project).

"Registrar" shall mean the bond registrar appointed by the Issuer for the Bonds and its successor or assigns, if any. The Registrar initially shall be U.S. Bank Trust Company, National Association.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Standard and Poor's" or **"S&P"** shall mean S&P Global Ratings, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 7.01, 7.02 and 7.03 hereof.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds pursuant to the provisions herein.

"Underwriter" shall mean Raymond James & Associates, Inc. and the other underwriters, if any, named in the Purchase Contract.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in the Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds, but only in accordance with the terms hereof. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer has deemed it in the best interest of its citizens to acquire and construct the improvements consisting of the Project.

(B) The Issuer deems it to be in its best interest to issue the Bonds for the principal purpose of financing the Project and the refunding of the Refunded Bonds as determined pursuant to the provisions herein.

(C) It is necessary and appropriate that the Council determine certain parameters for the terms and details of the Bonds and to delegate certain authority to the Mayor and the City Administrator for the award of the Bonds and the approval of the terms of the Bonds in accordance with the provisions hereof and of the Purchase Contract.

(D) The Bonds shall be secured solely by a covenant of the Issuer, subject to certain conditions set forth herein, to budget and appropriate from Non-Ad Valorem Revenues amounts sufficient to pay the principal of and interest on the Bonds.

(E) The principal of and interest on the Bonds to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from Non-Ad Valorem Revenues in accordance with the terms hereof and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution, or to make any other payments provided for in this Resolution, and the Bonds shall not constitute a lien upon any property whatsoever of or in the Issuer.

(F) Due to the present volatility of the market for tax-exempt obligations such as the Bonds, it is in the best interest of the City to sell the Bonds by a negotiated sale, allowing the City to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price and interest rate for the Bonds. The City shall receive the information required by Section 218.385, Florida Statutes, in connection with the negotiated sale of the Bonds. A copy of the letter of the underwriters for the Bonds containing the aforementioned information is a condition precedent to the execution and delivery by the Issuer of the Purchase Contract referred to below.

(G) The Underwriter expects to offer to purchase the Bonds from the City and submit a Purchase Contract in substantially the form attached hereto as Exhibit A expressing the terms of such offer, and, assuming compliance with the provisions of Section 10.01 hereof, the Issuer does hereby find and determine that it is in the best financial interest of the Issuer that the terms expressed in the Purchase Contract be accepted by the Issuer.

SECTION 1.05. AUTHORIZATION OF THE PROJECT. The acquisition and construction of the Project is hereby authorized.

SECTION 1.06 AUTHORIZATION OF REFUNDING THE REFUNDED BONDS. The refunding of the Refunded Bonds is hereby authorized.

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ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION AND DESCRIPTION OF BONDS; AWARD OF BONDS; REDEMPTION OF THE BONDS. (A) The Issuer hereby authorizes the issuance of a series of Bonds to be known as the "City of Bradenton, Florida Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024" in the aggregate principal amount of not exceeding $42,000,000 for the purposes of financing certain capital improvements within the City and paying costs and expenses incurred in connection with the issuance of such Bonds. The Mayor and City Administrator, in their discretion, may change the title of the Bonds if necessary or desirable. The Mayor and City Administrator are hereby authorized and directed, with the advice of the Financial Advisor and Bond Counsel, to determine the aggregate principal amount of Bonds to be issued; provided, however, the aggregate principal amount of the Bonds cannot exceed $42,000,000.

The Bonds shall be dated as of their date of delivery or such other date as the Mayor and City Administrator may determine, shall be issued in the form of fully registered Bonds in the denomination of $5,000 or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "R", shall bear interest from their date of delivery, payable semi-annually, on each Interest Date, commencing on September 1, 2024, or such other date as may be determined by the Mayor and City Administrator. The Bonds shall bear interest computed on the basis of a 360-day year consisting of twelve 30-day months.

The Bonds shall bear interest at such rates and yields, shall mature on September 1 of each of the years and in the principal amounts corresponding to such years, and shall have such redemption provisions as set forth herein or in the Purchase Contract. The final maturity of the Bonds shall not be later than September 1, 2054. All of the final pricing terms of the Bonds shall be included in the Purchase Contract.

Interest on the Bonds shall be payable by check or draft of the Paying Agent made payable and mailed to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) next preceding the applicable Interest Date, or, at the request of such Holder, by bank wire transfer to the account of such Holder. Principal of the Bonds is payable to the Holder, at the designated corporate trust office of the Paying Agent. The principal of, redemption premium, if any, and interest on the Bonds are payable in lawful money of the United States of America. All payments of principal, premium, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(B) The Bonds may be redeemed prior to their respective maturities from any moneys legally available therefor, upon notice as provided in the Resolution and in accordance with the terms of the Purchase Contract, upon the terms and provisions as determined by the Mayor and City Administrator, in their discretion and upon the advice of the Financial Advisor; provided, however, with respect to optional redemption terms for the Bonds, if any, the first optional redemption date

may be no later than September 1, 2034 and there shall be no call premium relating to any optional redemption. Notwithstanding the foregoing, the Mayor and City Administrator, upon the advice of the Financial Advisor, may determine to issue the Bonds without any optional redemption provisions.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. The proceeds derived from the sale of the Bonds, including premium, if any, shall be applied by the Issuer as follows:

(A) A sufficient amount of Bond proceeds necessary to pay costs and expenses relating to the issuance of the Bonds shall be used for such purpose.

(B) A sufficient amount of Bond proceeds to refund the Refunded Bonds shall be used for such purpose.

(C) The remaining Bond proceeds shall be deposited into the Construction Fund and used to pay the costs of the Project.

SECTION 2.03. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.04. AUTHENTICATION. No Bond shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.09 hereof.

SECTION 2.05. RESERVED.

SECTION 2.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond

destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered shall be cancelled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights to the same extent as all other Bonds issued hereunder.

SECTION 2.07. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, redemption premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Bonds, forthwith (A) following the fifteenth day prior to an Interest Date for the Bonds; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent of such Bonds, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other

relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and deliver Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor and City Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds during the 15 days next preceding an Interest Date on the Bonds, or, in the case of any proposed redemption of Bonds, then, for the Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

SECTION 2.08. FULL BOOK ENTRY FOR BONDS. Notwithstanding the provisions set forth in Section 2.07 hereof, the Bonds shall be initially issued in the form of a separate single certificated fully registered bond certificate for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). All of the Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. As long as the Bonds shall be registered in the name of Cede & Co., all payments of principal on the Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Bonds, upon presentation of the Bonds to be paid, to the Paying Agent.

With respect to the Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (the "Participants"). Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, redemption premium, if any, or interest on the Bonds. The Issuer, the Registrar and the Paying Agent shall treat and consider the Person in whose name each Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Bond for the purpose of payment of principal, redemption premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, redemption premium,

if any, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal, redemption premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, redemption premium, if any, and interest pursuant to the provisions of this Resolution. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in Section 2.07 with respect to transfers during the 15 days next preceding an Interest Date or mailing of notice of redemption, the words "Cede & Co." shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer and compliance by the Issuer of all applicable policies and procedures of DTC regarding discontinuance of the book entry registration system, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions of this Resolution. In such event, the Issuer shall issue, and the Registrar shall authenticate, transfer and exchange the Bonds of like principal amount, interest rate and maturity, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter of Representations to be executed by the Issuer and delivered to DTC shall apply to the payment of principal of, redemption premium, if any, and interest on the Bonds. The Council hereby authorizes any Authorized Issuer Officer to execute and deliver a Blanket Letter of Representations to DTC.

SECTION 2.09. FORM OF BONDS. The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

[Remainder of page intentionally left blank]

No. R- $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF BRADENTON, FLORIDA
CAPITAL IMPROVEMENT NON-AD VALOREM
REVENUE AND REFUNDING BOND, SERIES 2024

Interest Rate	Maturity Date	Date of Original Issue	CUSIP Number
%			

Registered Holder: CEDE & CO.

Principal Amount: _____ AND NO/100 DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Bradenton, Florida, a municipal corporation and public body corporate and politic of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Non-Ad Valorem Revenues hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on March 1 and September 1 of each year commencing September 1, 2024, until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the redemption premium, if any, on this Bond are payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by U.S. Bank Trust Company, National Association, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) next preceding each interest payment date and shall be paid by a check of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request of such Registered Holder, by bank wire transfer for the account of such Holder. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $42,000,000 (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number issued under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes,

the City Charter of the City, and other applicable provisions of law (collectively, the "Act"), and Resolution No. _____ duly adopted by the City Council of the Issuer on May 22, 2024, as the same may be amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution. The Bonds are being issued to finance certain capital improvements in and for the Issuer and to refund certain outstanding indebtedness.

Pursuant to the Resolution, the Issuer has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary to pay the principal of and interest on the Bonds when due and all required rebate payments. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the Issuer of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the Issuer or which are legally mandated by applicable law, all in the manner and to the extent provided in the Resolution.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER BUT SHALL BE PAYABLE SOLELY FROM THE AMOUNTS BUDGETED AND APPROPRIATED BY THE ISSUER AS DESCRIBED ABOVE AND AS PROVIDED IN THE RESOLUTION.

The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner thereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of $5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any

notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the 15 days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, for the Bonds subject to such redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption.

(INSERT REDEMPTION PROVISIONS)

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least 30 days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

As long as the book-entry only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the beneficial owners of the Bonds. Any failure of Cede & Co. to notify any DTC Participant, or of any DTC Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the Mayor nor the members of the Council of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Bradenton, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all Date of Original Issue.

CITY OF BRADENTON, FLORIDA

(SEAL)

By:_____
Mayor

ATTESTED:

By:_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as
Registrar

By: _____
Authorized Officer

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT _____
(Cust.)

Custodian for _____

under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION. (A) The terms of this Article III shall apply to redemption of Bonds.

(B) The Bonds shall be subject to such optional and mandatory sinking fund redemption provisions, if any, as are determined pursuant to Section 2.01(B) hereof.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least 35 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 45 days and not less than 35 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. If less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on a pro-rata basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agent of such Bonds, and (B) shall be mailed first class, postage prepaid, not less than 30 days nor more than 45 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice. Failure to mail such notice to the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred. Failure of any Holder to receive any notice mailed as herein provided shall not affect the proceedings for redemption of such Holder's Bonds.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or

the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar at an address specified, (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption, (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

The Issuer may provide that a redemption may be contingent upon the occurrence of certain conditions and that if such conditions do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders not later than three business days prior to the date of redemption.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid and not subsequently rescinded, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

SECTION 3.06. PURCHASE IN LIEU OF OPTIONAL REDEMPTION. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the Redemption Price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the Paying Agent, as trustee, notice at least ten (10) days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so

purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

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ARTICLE IV
SECURITY; FUNDS; COVENANTS OF THE ISSUER

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from amounts budgeted and appropriated by the Issuer from Non-Ad Valorem Revenues in accordance with Section 4.02 hereof. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond or be entitled to payment of such Bond from any moneys of the Issuer except from the Non-Ad Valorem Revenues in the manner and to the extent provided herein.

SECTION 4.02. COVENANT TO BUDGET AND APPROPRIATE; PAYMENT OF BONDS. The Issuer covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to (A) pay principal of and interest on the Bonds when due, and (B) pay all required deposits to the Rebate Fund pursuant to Section 4.04 hereof. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bondholders a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Bonds, in the manner described herein, Non-Ad Valorem Revenues and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241(2), Florida Statutes, which generally provide that the governing body of each municipality may only make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the Issuer or which are legally mandated by applicable law.

The Issuer covenants and agrees to transfer to the Paying Agent for the Bonds, solely from funds budgeted and appropriated as described in this Section 4.02, on or before the date designated for payment of any principal of or interest on the Bonds, sufficient moneys to pay such principal

or interest. The Registrar and Paying Agent shall utilize such moneys for payment of the principal and interest on the Bonds when due.

SECTION 4.03. CONSTRUCTION FUND. The Issuer covenants and agrees to establish a separate fund, to be known as the "City of Bradenton, Florida Capital Improvement Revenue Bonds, Series 2024 Construction Fund," which shall be used only for payment of the Costs of the Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of the Project in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution or a Supplemental Resolution.

The Issuer covenants that the acquisition, construction and equipping of the Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the Construction Fund to pay the Cost of the Project upon the filing with the Clerk of documents and/or certificates signed by an Authorized Issuer Officer, stating with respect to each disbursement or payment to be made: (1) the item number of the payment, (2) the name and address of the Person to whom payment is due, (3) the amount to be paid, (4) the purpose, by general classification, for which payment is to be made, and (5) that (A) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Cost of the Project and is a proper charge against the Construction Fund and has not been the basis of any previous disbursement or payment, or (B) each obligation, item of cost or expense mentioned therein has been paid by the Issuer, is a reimbursement of a part of the Cost of a Project, is a proper charge against the account of the Construction Fund from which payment is to be made, has not been theretofore reimbursed to the Issuer or otherwise been the basis of any previous disbursement or payment and the Issuer is entitled to reimbursement thereof. The Clerk shall retain all such documents and/or certificates of the Authorized Issuer Officer for seven (7) years from the dates of such documents and/or certificates. The Clerk shall make available the documents and/or certificates at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of principal and interest on Bonds when due.

The date of completion of the Project shall be determined by the Authorized Issuer Officer, who shall certify such fact in writing to the Council. Promptly after the date of the completion of the Project, and after paying or making provisions for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit any balance of moneys remaining in the Construction Fund in such other fund or account established hereunder as shall be determined by the Council, provided the Issuer has received an opinion of Bond Counsel to the effect that such transfer shall not adversely affect the exclusion, if any, of interest on the Bonds from gross income for purposes of federal income taxation.

SECTION 4.04. REBATE FUND. The Issuer covenants and agrees to establish a special fund to be known as the "City of Bradenton, Florida Capital Improvement Revenue Bonds, Series 2024 Rebate Fund," which shall be held in trust by the Issuer and used solely to make

required rebates to the United States (except to the extent the same may be used to pay debt service on the Bonds) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to the Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.04 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificates may be amended without the consent of any Holder from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.05. ANTI-DILUTION. During such time as any Bonds are outstanding hereunder, the Issuer agrees and covenants with the Bondholders that upon the issuance of any subsequent Debt, (A) Non-Ad Valorem Revenues shall cover projected Maximum Annual Debt Service on the Bonds and maximum annual debt service on Debt by at least 1.5x; and (B) projected Maximum Annual Debt Service on the Bonds and maximum annual debt service for all Debt will not exceed 25% of Governmental Funds Revenues, exclusive of (i) ad valorem tax revenues restricted to payment of debt service on any Debt and (ii) any proceeds of the Bonds or Debt. The calculations required by clauses (A) and (B) above shall be determined using the average of actual receipts for the prior two Fiscal Years based on the Issuer's Annual Audits.

For the purposes of the covenants contained in this Section 4.05, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized from its date of issuance over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year. In addition, with respect to debt service on any Debt which is subject to a Qualified Hedge Agreement, interest on such Debt during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time. With respect to debt service on any Debt with respect to which the Issuer elects to receive or is otherwise entitled to

receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the Issuer reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date.

SECTION 4.06. SEPARATE ACCOUNTS. The moneys required to be accounted for herein may be deposited in a single bank account and invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the purposes herein provided.

The designation and establishment of any fund in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

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ARTICLE V
COVENANTS

SECTION 5.01. GENERAL. The Issuer hereby makes the following covenants, in addition to all other covenants in this Resolution, with each and every successive Holder of any of the Bonds so long as any of said Bonds remain Outstanding.

SECTION 5.02. ANNUAL BUDGET. The Issuer shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law.

If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, the preliminary budget for such year shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The Issuer shall also provide the Annual Budget and amendments thereto to any Holder or Holders of Bonds upon written request. The Issuer shall be permitted to make a reasonable charge for furnishing such information to such Holder or Holders.

SECTION 5.03. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the Issuer to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities.

The Issuer shall also provide the Annual Audit to any Holder or Holders of Bonds upon written request. The Issuer shall be permitted to make a reasonable charge for furnishing such information to such Holder or Holders.

SECTION 5.04. FEDERAL INCOME TAXATION COVENANTS. The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of the Bonds in any manner which would cause the interest on such Bonds to be or become included in gross income for purposes of federal income taxation.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of the Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on the Bonds to become subject to inclusion within gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of the Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Bonds for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, Amortization Installment, redemption premium, if any, or interest on any Bond when due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of 90 days after written notice of such default shall have been received from the Holders of not less than 25% of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed to be in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until default has been corrected.

SECTION 6.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that no Holder, trustee or receiver shall have the right to declare the Bonds immediately due and payable.

The Holder or Holders of Bonds in an aggregate principal amount of not less than 25% of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than 25% in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of such appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the

Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 6.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder with respect to the Bonds owned by such Holders, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 6.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 6.02 to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 6.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all moneys received from the Issuer for payment of the Bonds as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver and Registrar hereunder;

B. To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from

the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

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ARTICLE VII
SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in Section 2.01 hereof and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of the Bonds.

(F) To make any other change that, in the reasonable opinion of the Issuer, would not materially adversely affect the interests of the Holders of the Bonds.

SECTION 7.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' CONSENT. Subject to the terms and provisions contained in this Section 7.02 and Sections 7.01 and 7.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. No Supplemental Resolution may be approved or adopted which shall permit or require, without the consent of all affected Bondholders, (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Non Ad-Valorem Revenues other than the lien and pledge created by this Resolution or except as otherwise permitted or provided hereby which materially adversely affects any Bondholders, (D) a preference or priority

of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Notwithstanding any other provision of this Section 7.02, Holders of Bonds shall be deemed to have provided consent pursuant to this Section 7.02 if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such Supplemental Resolution and amendments.

ARTICLE VIII
DEFEASANCE

SECTION 8.01. DEFEASANCE. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of any Bonds, the principal and interest or Redemption Price due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, all covenants, agreements and other obligations of the Issuer to the holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for payment or redemption of any Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto shall be deemed to have been paid within the meaning of this Section 8.01 if (i) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (ii) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Refunding Securities verified by an independent certified public accountant to be in such amount that the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of, Redemption Price, if applicable and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereafter provided, neither the Refunding Securities nor any moneys so deposited with such banking institution or trust company nor any moneys received by such bank or trust company on account of principal of or interest on said Refunding Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price of the Bonds for the payment of which they were deposited and the interest accruing thereon to the date of redemption or maturity, as the case may be; provided, however, the Issuer may substitute new Refunding Securities and moneys for the deposited Refunding Securities and moneys if the new Refunding Securities and moneys are sufficient to pay the principal of and interest on or Redemption Price, if applicable, of the refunded Bonds.

If Bonds are not to be redeemed or paid within 60 days after any such defeasance described in this Section 8.01, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Refunding Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity date upon which moneys are to be available for the payment of the principal of and interest on or Redemption Price of said Bonds. Failure to provide said notice shall not affect the Bonds being deemed to have been paid in accordance with the provisions of this Section 8.01.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

ARTICLE IX
PROVISIONS RELATING TO BONDS

SECTION 9.01. PRELIMINARY OFFICIAL STATEMENT; OFFICIAL STATEMENT. (A) The Issuer hereby authorizes the distribution and use of the Preliminary Official Statement in substantially the form attached hereto as Exhibit B in connection with the offering of the Bonds for sale. If between the date hereof and the mailing of the Preliminary Official Statement, it is necessary to make insertions, modifications or changes in the Preliminary Official Statement, the Mayor and City Administrator are hereby authorized to approve such insertions, changes and modifications. Any Authorized Issuer Officer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 in the form as mailed. Execution of a certificate by an Authorized Issuer Officer deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes or modifications.

(B) Subject in all respects to the satisfaction of the conditions set forth in Section 10.01 hereof, the Mayor and the City Administrator are hereby authorized and directed to execute and deliver a final Official Statement, dated the date of the sale of the Bonds, which shall be in substantially the form of the Preliminary Official Statement relating to the Bonds, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor and the City Administrator. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Mayor and the City Administrator, and the information contained therein are hereby authorized to be used in connection with the sale of the Bonds to the public. Execution by the Mayor and the City Administrator of the Official Statement shall be deemed to be conclusive evidence of approval of any such changes, amendments, modifications, omissions or additions.

SECTION 9.02. APPOINTMENT OF PAYING AGENT AND REGISTRAR. _____, is hereby designated Registrar and Paying Agent for the Bonds. The Mayor and the City Administrator are hereby authorized to enter into any agreement which may be necessary to effect the transactions contemplated by this Section 9.02 and by this Resolution.

SECTION 9.03. SECONDARY MARKET DISCLOSURE. Subject to the satisfaction in all respects with the conditions set forth in Section 2.01 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of Rule 15c2-12 of the Security and Exchange Commission (the "Rule"), it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement (the "Continuing Disclosure Certificate") to be executed by the Issuer and dated the date of delivery of the Bonds, as it may be amended from time to time in accordance with the terms thereof. The Continuing Disclosure Certificate shall be substantially in the form attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions as shall be approved by the Mayor, who is hereby authorized to execute and deliver such Continuing Disclosure Certificate to Digital Assurance Certification, LLC. The Clerk is authorized and directed to attest and affix the official seal to the Continuing Disclosure Certificate. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Continuing Disclosure Certificate shall not be considered an event of default hereunder or under

the Resolution; provided, however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.03 and the Continuing Disclosure Certificate. For purposes of this Section 9.03 "Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Bonds for federal income tax purposes. Digital Assurance Certification, LLC is hereby appointed as dissemination agent with respect to the Bonds.

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ARTICLE X
MISCELLANEOUS

SECTION 10.01. SALE OF BONDS. Upon delivery to the Mayor and the City Administrator of a Purchase Contract substantially in the form of Exhibit A attached hereto, evidencing:

(A) Bonds in an aggregate principal amount not exceeding $42,000,000;

(B) A final maturity of the Bonds of not later than September 1, 2054;

(C) A true interest cost with respect to the Bonds of not greater than 5.25% per annum;

(D) Optional redemption of the Bonds beginning no later than September 1, 2034 at a price no greater than 100% of par; and

(E) An Underwriters' discount not in excess of $4.50 per $1,000 of Bonds;

the Bonds shall be sold to the Underwriter pursuant to the Purchase Contract at the purchase price provided therein (including any original issue discounts or original issue premiums); all terms and conditions set forth in the Purchase Contract being hereby approved. Upon compliance with the foregoing, the Mayor or City Administrator is hereby authorized and directed to execute the Purchase Contract and to deliver the same to the Underwriters.

SECTION 10.02. GENERAL AUTHORITY. The members of the Council, the Mayor, the City Administrator, the Clerk and the other officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution, the Purchase Contract, the Continuing Disclosure Certificate**,** or which are desirable or consistent with the requirements of this Resolution, the Purchase Contract, the Continuing Disclosure Certificate**,** for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Bonds, this Resolution, the Continuing Disclosure Certificate, and the Purchase Contract, including the execution of any documents or instruments relating to insuring payment of the Bonds, and each member, employee, attorney and officer of the Issuer are hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 10.04. VALIDATION AUTHORIZED. To the extent deemed necessary by Bond Counsel or desirable by the City Attorney, Bond Counsel is authorized to institute

appropriate proceedings for validation of the Bonds herein authorized pursuant to Chapter 75, Florida Statutes.

SECTION 10.05. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 10.06. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage.

[Remainder of page intentionally left blank]

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2024.

CITY OF BRADENTON, FLORIDA

By:_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

EXHIBIT A

Form of Purchase Contract

$[_____]

CITY OF BRADENTON, FLORIDA
Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024

PURCHASE CONTRACT

[_____], 2024

Mayor and City Council of
the City of Bradenton
101 Old Main St. W.
Bradenton, Florida 34205

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), offers to enter into this Purchase Contract with the City of Bradenton, Florida (the "Issuer"), subject to written acceptance hereof by the Issuer and delivery thereof to the Underwriter at or before 6:00 p.m., New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the receipt by the Underwriter of the acceptance hereof by the Issuer.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $[_____] aggregate principal amount of the City of Bradenton, Florida Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024 (the "Series 2024 Bonds"). The Series 2024 Bonds shall be dated as of the date of their delivery and shall be payable in the years and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2024 Bonds is payable on September 1, 2024 and semi-annually on each March 1 and September 1 thereafter. The aggregate purchase price of the Series 2024 Bonds (the "Purchase Price") shall be $[_____] (calculated as $[_____] principal amount of the Series 2024 Bonds, [plus][[less] [net] original issue [premium][discount] of $[_____], less an Underwriter's discount of $[_____]). The Purchase Price shall be payable to the Issuer on the Closing Date (as defined below), by wire transfer of federal funds as provided in Section 7 below.

The information required by Section 218.385(6), Florida Statutes, to be provided by the Underwriter is set forth in Exhibit B attached hereto. Further, in order to assist the Issuer in complying with Section 218.385(2) and (3), Florida Statutes, the Underwriter is providing the Issuer with a completed truth-in-bonding statement, the form of which is attached to Exhibit B as Schedule I. The Issuer, by its acceptance hereof, accepts such disclosure and agrees that it does

not require any further disclosure from the Underwriter prior to the delivery of the Series 2024 Bonds with regard to the matters set forth in Section 218.385, Florida Statutes.

The Series 2024 Bonds are issued pursuant to and in full compliance with the Charter of the Issuer, the Constitution and laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 24-46 adopted by the City Council of the Issuer (the "City Council") on May 22, 2024, as the same may be amended and supplemented (the "Resolution"). Terms used herein in capitalized form that are not otherwise defined herein shall have the same meanings as in the Resolution.

The Series 2024 Bonds are being issued for the purpose of purpose of providing funds, together with other legally available moneys, to (i) finance the cost of certain capital improvements in and for the City, including a new police station and a new fire station, as more particularly described herein (collectively, the "Project"), (ii) refund, on a current basis, [all or a portion of] the City's outstanding Community Redevelopment Agency Increment Tax Revenue Bonds, Series 2011 (Downtown Redevelopment Area Riverwalk Project) (the "Refunded Bonds") and (iii) pay certain costs of issuance of the Series 2024 Bonds.

2. Delivery of Official Statement and Other Documents.

(a) Prior to the date hereof, the Issuer has prepared for use in connection with the public offering, sale and distribution of the Series 2024 Bonds, and has provided to the Underwriter for review, the Preliminary Official Statement dated [_____], 2024 (including the cover page, inside cover pages and appendices thereto, the "Preliminary Official Statement"). The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2024 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended (the "Rule"). Such Preliminary Official Statement, as amended to delete preliminary language and reflect the final terms of the Series 2024 Bonds together with such supplements and amendments as approved by the Issuer and agreed to by the Senior Managing Underwriter, is herein referred to as the "Official Statement."

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter, within seven (7) business days after the date hereof or within such shorter period as may be reasonably requested by the Underwriter, and in no event later than required to enable the Underwriter to comply with its responsibilities under applicable rules of the Municipal Securities Rulemaking Board ("MSRB"): (i) sufficient copies of the Official Statement to enable the Underwriter to fulfill their obligations pursuant to the securities laws of the State of Florida and the United States, in form and substance satisfactory to the Underwriter, and (ii) an executed original counterpart or certified copy of the Official Statement at Closing. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be sufficient to enable the Underwriter to comply with the

requirements of the Rule, all applicable rules of the MSRB, and to fulfill their duties and responsibilities under Florida and federal securities laws generally.

(c) The Underwriter agrees to file the Official Statement with the Electronic Municipal Market Access system ("EMMA") (accompanied by a completed Form G-32) by the date of Closing. The filing of the Official Statement with EMMA shall be in accordance with the terms and conditions applicable to EMMA.

(d) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if any event occurs or a condition or circumstance exists which may make it necessary to amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as they may from time to time request) and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuer, at its expense, promptly will prepare an appropriate amendment or supplement thereto, in a form and in a manner reasonably approved by the Senior Managing Underwriter (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of the Series 2024 Bonds) so that the statements in the Official Statement, as so amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge or the discovery of such conditions or circumstance, which, in its reasonable opinion, is an event described in the preceding sentence. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) (1) The Underwriter agrees to make a bona fide public offering of substantially all of the Series 2024 Bonds to the public at initial public offering prices not greater than (or yields not less than) the initial public offering prices (or yields) set forth in Exhibit A hereto, provided, however, that the Underwriter reserves the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriter shall deem necessary in connection with the marketing of the Series 2024 Bonds.

(2) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate substantially in the form attached hereto as Exhibit C, together with

the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Issuer and Nabors, Giblin & Nickerson, P.A., Tallahassee, Florida, as bond counsel (the "Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds.

(3) Except as set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of the Series 202 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which the Series 2024 Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or until all Series 2024 Bonds of that maturity have been sold to the public, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this Section, if Series 2024 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2024 Bonds.

(4) The Underwriter confirms that the Underwriter has offered the Series 2024 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2024 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the close of the fifth (5th) business day after the sale date; or (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Issuer acknowledges that, in making the representation set forth in

this subsection, the Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. Subject to compliance with the provisions of subsection (v) below, the Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2024 Bonds.

(5) The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public, and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Underwriter or the Underwriter that either the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public, and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

(6) The Underwriter acknowledges that sales of any Series 2024 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the public);

(iii) a purchaser of any of the Series 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

(f) The Issuer hereby authorizes the Underwriter to use the forms or copies of the Resolution, the Continuing Disclosure Certificate related to the Series 2024 Bonds (the "Continuing Disclosure Certificate") and the Official Statement and the information contained therein in connection with the public offering and sale of the Series 2024 Bonds and ratifies and confirms its authorization of the distribution and use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with such public offering and sale. The Underwriter agrees that they will not confirm the sale of any Series 2024 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement. The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form. The Underwriter shall notify the Issuer of the occurrence of the "end of the underwriting period", as such term is defined in the Rule, and of the passage of the date after which the Underwriter no longer remains obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule.

3. Authority of the Underwriter. The Underwriter is duly authorized to execute this Purchase Contract and has been duly authorized to act hereunder in connection with the issuance of the Series 2024 Bonds.

4. Underwriter not Acting as Agents or Fiduciaries. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principals and are not acting as municipal advisors, financial advisors, agents or fiduciaries to the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any of their respective affiliates have provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the Issuer and (iv) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

5. Good Faith Deposit. Upon execution of this Purchase Contract, the Underwriter shall deliver to the Issuer a wire transfer credited to the order of the Issuer in immediately available federal funds (the "Good Faith Deposit") in the amount $[_____], calculated as 1% of the estimated principal amount of the Series 2024 Bonds as reflected in the Preliminary Official Statement, as security for the performance by the Underwriter of its obligation to accept and pay for the Series 2024 Bonds on the Closing Date in accordance with the provisions of this Purchase Contract. In the event the Issuer does not accept this offer, the Good Faith Deposit shall be immediately returned to the Underwriter by wire transfer of federal funds credited to the order of the Underwriter, in the amount of the Good Faith Deposit. If the offer made hereby is accepted, the amount of the Good Faith Deposit shall be credited against the Purchase Price pursuant to Section 7 hereof. In the event of failure by the Issuer to deliver the Series 2024 Bonds at the Closing, or if the Issuer shall be unable to satisfy the conditions of the Closing contained herein, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, the Issuer shall immediately wire to the Underwriter in federal funds the amount of the Good Faith Deposit (without any investment earnings thereon), and such return shall constitute a full release and discharge of any claims the Underwriter may have against the Issuer arising out of the transactions contemplated hereby. In the event that the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Series 2024 Bonds at the Closing as herein provided, the amount of the Good Faith Deposit shall be retained by the Issuer as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriter, and the Issuer's collection and retention of the Good Faith Deposit shall constitute a full release and discharge of all claims by the Issuer against the Underwriter arising out of the transactions contemplated hereby.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The Issuer is, and will be on the Closing Date, a municipal corporation of the State, duly organized and validly existing pursuant to the Constitution and laws of the State and is authorized and empowered by law to issue, sell and deliver the Series 2024 Bonds to the Underwriter as described herein to provide funds to (i) finance the cost of the Project, (ii) refund, on a current basis, [all or a portion of] the Refunded Bonds, and (iii) pay certain costs of issuance of the Series 2024 Bonds; to accept this Purchase Contract; to pledge the Pledged Revenues as provided in the Resolution; to execute, deliver and perform its obligations under this Purchase Contract, the Resolution, the Series 2024 Bonds, the Continuing Disclosure Certificate, the Escrow Deposit Agreement dated as of the date of Closing between the Issuer and [_____] (the "Escrow Deposit Agreement") and the Official Statement (collectively, the "Issuer Documents"); and to otherwise carry out and consummate all other transactions contemplated by each of the Issuer Documents and the Official Statement.

(b) By official action of the Issuer taken prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Resolution, which is in full force and effect, and has not been amended, modified or rescinded; the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of its obligations contained in the Issuer Documents; and the Issuer has duly authorized and approved the performance by the Issuer of its obligations contained in the Resolution and the Issuer Documents, and the consummation by it of all other transactions contemplated by the Issuer Documents to have been performed or consummated at or prior to the date of Closing, and the Issuer is in compliance with the provisions of the Resolution.

(c) When delivered to and paid by the Underwriter in accordance with the terms of this Purchase Contract, the Issuer Documents will have been duly and validly authorized, executed, issued and delivered and will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights and remedies generally and to general principles of equity, and will be entitled to the benefits of the Resolution.

(d) As of the time of acceptance hereof, and as of the Closing Date, except as otherwise disclosed in the Official Statement, the Issuer is not and will not be in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Issuer or the application and use of Pledged Revenues and Non-Ad Valorem Revenues as contemplated by the Official Statement; and the execution and delivery of the Issuer Documents and the adoption of the Resolution and compliance with the provisions on the Issuer's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative

regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Issuer under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2024 Bonds and the Resolution.

(e) Other than as described in the Official Statement, since December 31, 1975, and at all times subsequent thereto up to and including the Closing Date, the Issuer has not been and will not be in default with respect to payment of the principal of, or interest on, any bonds or other debt obligations that it has issued or will issue or that it has guaranteed or will guarantee (excluding bonds or other debt obligations for which it has served as a conduit issuer).

(f) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the financial condition of the Issuer or the due performance by the Issuer of its obligations under the Issuer Documents have been, or prior to the Closing will have been, duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2024 Bonds or approvals, consents and orders: (i) described in the Official Statement as not having been obtained, or (ii) customarily granted in due course after application therefor and expected to be obtained without material difficulty or delay.

(g) The Series 2024 Bonds, when issued, authenticated and delivered in accordance with the Resolution and sold to the Underwriter as provided herein and in accordance with the provisions of the Resolution, will be legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms and the terms of the Resolution (subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditor's rights generally, and other general principles of equity), and the Resolution will provide, for the benefit of the holders from time to time of the Series 2024 Bonds, a valid pledge of the Pledged Revenues and covenant to budget and appropriate Non-Ad Valorem Revenues to pay debt service on the Series 2024 Bonds in the manner and to the extent set forth in the Resolution.

(h) The Issuer has reviewed the information in the Preliminary Official Statement. Except for the information describing The Depository Trust Company ("DTC") and its book-entry system of registration and information provided by the Underwriter under the caption "UNDERWRITING", the Preliminary Official Statement was, as of the date thereof, and the Official Statement, is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and did not, does not and will not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make

the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Official Statement prepared and furnished by the Issuer pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Issuer Documents conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(j) Except as contemplated by the Preliminary Official Statement and the Official Statement, since September 30, 2023, the Issuer has not and will not have incurred any material liabilities, direct or contingent, or entered into any transaction which is material to the potential holders of the Series 2024 Bonds, in each case other than in the ordinary course of its business, and there has not and shall not have been any material adverse change in the condition, financial or otherwise, of the Issuer or its properties or other assets.

(k) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government authority or public board or body, is pending against or, to the best of our knowledge, threatened against the Issuer, affecting the legal existence of the Issuer or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds, or the collection of the Pledged Revenues, the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues to pay the Series 2024 Bonds, if necessary, or in any way contesting or affecting the validity or enforceability of the Issuer Documents or contesting the tax-exempt status of the interest (federal or state) on the Series 2024 Bonds as described in the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority or proceedings for the issuance, sale and delivery of the Series 2024 Bonds, the adoption of the Resolution, or the execution and delivery of the Issuer Documents nor to the best of Issuer's knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Issuer Documents.

(l) The Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and/or (ii) to determine the eligibility of the Series 2024 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2024 Bonds; provided that the Issuer shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject and any expense related to the foregoing shall be borne by the Underwriter.

(m) The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not affect any such amendment or supplement without the consent of the Underwriter. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Series 2024 Bonds.

(n) Other than as disclosed in the Official Statement and the Preliminary Official Statement, the Issuer has not in the past five (5) years failed to comply in all material respects with any agreement to provide continuing disclosure information pursuant to the Rule.

7. The Closing. At 11:00 a.m., New York time, on [_____], 2024 (the date of the "Closing"), or at such other time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2024 Bonds pursuant to the FAST system of delivery of DTC, in book-entry form to the account of the Underwriter, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the Purchase Price as set forth in Paragraph 1, less the Good Faith Deposit, by wire transfer of federal funds to the order of the Issuer. The Series 2024 Bonds shall bear proper CUSIP numbers and shall be in typewritten form, with a single bond for each maturity and interest rate of the Series 2024 Bonds, each such bond to be in a principal amount equal to the principal amount thereof maturing on each such date.

8. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties, covenants and agreements of the Issuer contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder, and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects as of the date hereof and at the time of the Closing, as if made at the time of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the Closing Date and the Issuer shall be in compliance with each of the agreements made by it in this Purchase Contract as of the Closing Date.

(b) At the time of the Closing (i) the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented after the date of this Purchase

Contract except with the prior written approval of the Underwriter; (ii) the Issuer Documents shall each have been duly executed and delivered by the Issuer and the other parties thereto and shall not have been amended, modified or supplemented after the date of this Purchase Contract (other than to conform to the description contained in the Official Statement) except with the prior written approval of the Underwriter; and (iii) the Issuer shall perform or have performed all of its obligations required under or specified in this Purchase Contract and the other Issuer Documents to be performed at or before the Closing.

(c) The Issuer shall not be in default in the payment of principal or interest on any of its bonds, notes, or other debt obligations.

(d) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in Pledged Revenues or operations of the Issuer, from that set forth in the Official Statement that, in the reasonable judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Series 2024 Bonds on the terms and in the manner contemplated in the Official Statement.

(e) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transaction contemplated by this Purchase Contract shall be reasonably satisfactory in legal form and effect to the Underwriter.

(f) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) An opinion of Bond Counsel, dated the date of the Closing and addressed to the Issuer, in substantially the form attached as Appendix D to the Official Statement, and a reliance letter pertaining thereto addressed to the Underwriter;

(2) A supplemental opinion of Bond Counsel, dated the date of the Closing and addressed to the Issuer and the Underwriter, in such form as is mutually and reasonably acceptable to the Issuer and the Underwriter, (i) to the effect that the statements contained in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2024 BONDS" (excluding the subsection "Book-Entry Only System" and the information thereunder relating to DTC and its system of book-entry registration), "SECURITY FOR THE SERIES 2024 BONDS" and "TAX MATTERS," insofar as such information purports to summarize portions of the Resolution, the Series 2024 Bonds, the laws of the State of Florida and federal income tax laws, constitute a fair summary of the information purported to be summarized therein (all such opinions referred to in this clause (i) exclude financial, statistical and demographic information contained in such Official Statement and information related to DTC and its book-entry system of registration) (ii) to the effect that the Series 2024 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") (iii) to the effect that the Resolution is not required to be qualified under the

Trust Indenture Act of 1939, as amended, and (iv) to the effect that, in reliance upon the schedules prepared by the Underwriter and verified by [_____], all covenants, agreements and other obligations of the Issuer to the holders of the Refunded Bonds set forth in the Refunded Bonds Resolution (as defined in the Escrow Deposit Agreement) have ceased, terminated and become void and are discharged and satisfied;

(3) An opinion, dated the date of the Closing and addressed to the Issuer, the Underwriter, and Bond Counsel of Blalock Walters, P.A., Bradenton, Florida, City Attorney, in substantially the form attached hereto as Exhibit C;

(4) An opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as disclosure counsel ("Disclosure Counsel"), dated the date of Closing and addressed to the Issuer, together with a letter addressed to the Underwriter authorizing the Underwriter to rely upon the letter addressed to the Issuer, to the effect that in accordance with their understanding with the Issuer, as Disclosure Counsel such firm has rendered legal advice and assistance to the Issuer in the course of the preparation of the Official Statement; that assistance involved, among other things, inquiries concerning various legal and related matters, their review of certain records, documents and proceedings, participation in discussions with representatives of the Issuer, the Issuer's financial advisor, and others concerning the contents of the Official Statement and related matters; that in accordance with their understanding with the Issuer, they are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the contents of the Official Statement; that, however, they can advise that, in their capacity as Disclosure Counsel and on the basis of the information that has come to their attention, and in reliance on the certificates, opinions and documents they have reviewed in the course of their performance of the services referred to above, and without having undertaken to verify independently the accuracy, completeness or fairness of the contents of the Official Statement, nothing has come to their attention which leads them to believe that the Official Statement, as of its date and the Closing Date (in each case, excluding the financial and statistical data included in the Official Statement and the appendices thereto, and the information relating to The Depository Trust Company or its book-entry only system), as of its date and as of the Closing Date, contained or contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(4) An opinion of Nelson Mullins Riley & Scarborough LLP, as underwriter's counsel, dated the date of Closing and addressed to the Underwriter, to the effect that: (i) the Series 2024 Bonds are not subject to the registration requirements of the Securities Act; (ii) based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as counsel to the Underwriters and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement, as of the Closing Date, nothing has come to the attention of such counsel that causes them to believe that the Preliminary Official Statement, as of its date, and the Official Statement as of its date and as of the Closing Date (in each case, excluding the financial statements, and the reports, financial and statistical data and

forecasts included therein, and the information regarding DTC and its book-entry system of registration, as to all of which no opinion need be expressed) contained or contains any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (iii) based upon their review of the appropriate documents regarding the Continuing Disclosure Certificate as it relates to continuing disclosure under the Rule, the requirements of the Rule have been satisfied.

(5) A certificate of the Issuer dated the date of Closing and signed by the Mayor of the Issuer, or such other official satisfactory to the Underwriter, and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations, warranties and covenants of the Issuer contained herein are true and correct in all material respects and are complied with as of the date of Closing, (B) except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government authority or public board or body, is pending against or, to the best of our knowledge, threatened against the Issuer, affecting the legal existence of the Issuer or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds, or the collection of the Pledged Revenues, the Issuer's covenant to budget and appropriate such Non-Ad Valorem Revenues to pay the Bonds, if necessary, or in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds, the Resolution, the Continuing Disclosure Certificate, the Escrow Deposit Agreement or this Purchase Contract or contesting the tax-exempt status of the interest (federal or state) on the Series 2024 Bonds as described in the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority or proceedings for the issuance, sale and delivery of the Series 2024 Bonds, the adoption of the Resolution, or the execution and delivery of the Continuing Disclosure Certificate, the Escrow Deposit Agreement, or this Purchase Contract, nor to the best of our knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Resolution, the Continuing Disclosure Certificate, the Escrow Deposit Agreement or this Purchase Contract, (C) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement, (D) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date of Closing and pursuant to this Purchase Contract, (E) the financial statements and the other financial and statistical data relating to the Issuer included in the Official Statement are true and correct as of the date of Closing, (F) since the date of the financial statements included in the Official Statement, (i) no material and adverse change has occurred in the financial condition of the Issuer, and (ii) the Issuer has not incurred any material liabilities other than in the ordinary course of business, except as set forth in or contemplated by the Official Statement, and (G) except as disclosed in the Official

Statement, the Issuer is in compliance with its continuing disclosure undertakings under the Rule 15c2-12 of the Securities and Exchange Commission;

(6) Certified copy of the Resolution;

(7) Executed copies of the Continuing Disclosure Certificate, the Escrow Deposit Agreement and this Purchase Contract;

(8) Evidence of rating from Moody's Investors Service ("Moody's") of "[_____]" on the Series 2024 Bonds;

(9) The Verification Report of [_____] verifying the mathematical accuracy of the computations contained in the schedules prepared by the Underwriter with respect to the defeasance of the Refunded Bonds and the yield on the Series 2024 Bonds and the securities held under the Escrow Deposit Agreement.

(10) A certificate of the Paying Agent and Registrar in form and substance acceptable to the Underwriter;

(11) A certificate of the Escrow Agent in form and substance acceptable to the Underwriter; and

(12) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter with such exceptions and modifications as shall be approved by the Underwriter and as shall not in the opinion of the Underwriter materially impair the investment quality of the Series 2024 Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds contained in this Purchase Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the Issuer shall return the Good Faith Deposit referred to in Paragraph 5 and the respective obligations of the Issuer and the Underwriter set forth in Paragraph 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Purchase Contract, without liability therefor, by notification to the Issuer, if at any time subsequent to the date of this Purchase Contract at or prior to the Closing:

(a) An event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein in the light of the circumstances under which they were made not misleading in any material respect and, in either such event, (i) the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information in a manner satisfactory to the Senior Managing Underwriter, or (ii) the effect of the Official Statement as so supplemented is, in the reasonable judgment of the Underwriter, to materially adversely affect the market price or marketability of the Series 2024 Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Series 2024 Bonds; or

(b) Legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by Florida, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff of such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the federal or state taxation of interest received on obligations of the general character of the Series 2024 Bonds which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Series 2024 Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Series 2024 Bonds; or

(c) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Series 2024 Bonds (including any related underlying obligations) is in violation or would be in violation of any provisions of the Securities Act, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(d) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an

order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2024 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Series 2024 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(e) there shall have occurred (i) any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war, or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere; or (iii) a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Series 2024 Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Series 2024 Bonds; or

(f) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2024 Bonds or similar obligations, or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Series 2024 Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Series 2024 Bonds; or

(g) a general banking moratorium shall have been declared by federal or New York or Florida state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or the marketability for the Series 2024 Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Series 2024 Bonds; or

(h) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's of any debt securities issued by the Issuer which are secured by the Pledged Revenues, or there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of

any rating by Moody's of any debt securities issued by the Issuer which are secured by the Pledged Revenues, including the Series 2024 Bonds, which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Series 2024 Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Series 2024 Bonds.

10. Expenses. (a) The Issuer shall pay (i) the cost of the preparation and printing or other reproduction (for distribution on or prior to the date hereof) of the Official Statement; (ii) the fees and expenses of Bond Counsel, Disclosure Counsel, the Paying Agent, and the Issuer's financial advisor, and any other experts or consultants retained by the Issuer; (iii) the costs and fees of the rating agencies; and (iv) out-of-pocket expenses of the Issuer. The Issuer shall reimburse the Underwriter for actual expenses incurred or paid by the Underwriter on behalf of the Issuer which are directly related to the marketing, issuance, and delivery of the Series 2024 Bonds, including, but not limited to, transportation, lodging, and meals for Issuer's employees and representatives; provided, however, that (x) reimbursement for such expenses shall not exceed an ordinary and reasonable amount for such expenses and (y) such expenses are not related to the entertainment of any person and not prohibited from being reimbursed from the proceeds of an offering of municipal securities under the MSRB's Rule G-20. Such reimbursement may be in the form of inclusion in the expense component of the Underwriter's discount. The provisions of this paragraph shall not obligate the Issuer to pay any fees or expenses that are contingent upon the occurrence of the Closing, unless a successful Closing occurs. The Issuer's obligations to pay expenses incurred by the Underwriter on behalf of the Issuer and its staff related to food and lodging survive even if the underlying transaction fails to close or consummate.

(b) The Underwriter shall pay expenses related to the initial purchase and sale of the Series 2024 Bonds as follows (which may be included as an expense component of the Underwriter's discount) (x) the cost of printing or other reproduction of this Purchase Contract and the cost of preparation and printing of the Blue Sky, if any, report to be used by them; (y) all advertising expense in connection with the public offering of the Series 2024 Bonds; and (z) all other expenses incurred by them in connection with the public offering and distribution of the Series 2024 Bonds, including the fees and expenses of counsel retained by it.

(c) If the Series 2024 Bonds are sold to the Underwriter pursuant to this Purchase Contract, the Issuer shall pay, from the proceeds of the sale of the Series 2024 Bonds or from other funds available to it, the costs of issuance with respect to the Series 2021 Bonds, other than those set forth in Section 10(b) above. If the Issuer shall be unable to, or shall otherwise fail to, satisfy the conditions to the obligation of the Underwriter to purchase, accept delivery of, and pay for the Series 2024 Bonds pursuant to the terms of this Purchase Contract, or if the obligation of the Underwriter to purchase, accept delivery of and pay for the Series 2024 Bonds shall be terminated for any reason permitted by this Purchase Contract, then the Issuer shall reimburse the Underwriter for all out-of-pocket expenses (including the fees and expenses of its counsel) reasonably incurred by the Underwriter in connection with this Purchase Contract or the offering contemplated hereunder.

11. Notices. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing at its address set forth above to the attention of the City Administrator, City Clerk's office, and any notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Raymond James & Associates, Inc., Attention: Jon Eichelberger, Managing Director, 807 W. Morse Boulevard, Suite 200, Winter Park, Florida 32789.

12. Parties in Interest. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of any of the Underwriter; (ii) the delivery of the Series 2024 Bonds pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract but only to the extent provided by the last paragraph of Section 8 hereof.

13. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Series 2024 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2024 Bonds.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in its sole discretion, and the approval of the Underwriter when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Underwriter and delivered to the Issuer.

15. Effectiveness. This Purchase Contract shall become effective upon the execution hereof by both parties.

16. Counterparts. This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida.

[Remainder of page intentionally left blank]

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By:_____
Name: Jon Eichelberger
Title: Managing Director

Accepted by:

CITY OF BRADENTON, FLORIDA

By:_____
Name: Gene Brown
Title: Mayor

ATTEST:

By:_____
Name: Tamara Melton
Title: City Clerk

EXHIBIT A

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS AND PRICES

$[_____]
CITY OF BRADENTON, FLORIDA
CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE AND REFUNDING BONDS, SERIES 2024

$**[_____]** Serial Series 2024 Bonds

Maturity (September 1)	Amount	Interest Rate	Yield	Price
2025	$	%	%	
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				

$[_____] –[_____]% Term Series 2024 Bond Due September 1, 20[__], Yield [_____]%, Price [_____]

OPTIONAL REDEMPTION PROVISIONS

The Series 2024 Bonds maturing on or prior to September 1, 20[__] are not subject to redemption prior to maturity. The Series 2024 Bonds maturing on or after September 1, 20[__] are subject to redemption prior to their respective dates of maturity on or after September 1, 20 [__], in whole or in part at any time, in any order of maturity selected by the Issuer and by lot within a maturity at a redemption price of 100% of the principal amount of the Series 2024 Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption. The Series 2024 Bonds maturing on September 1, 20 [__], are subject to mandatory redemption in part prior to maturity by lot at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, beginning on September 1, 20 [__] and on each September 1 thereafter in the years and in the principal amounts corresponding to the Amortization Installments as follows:

Year	Amortization Installments
	$
*	

*Final Maturity.

EXHIBIT B

$[_____]
CITY OF BRADENTON, FLORIDA
Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024

DISCLOSURE STATEMENT

[_____], 2024

Mayor and City Council of
the City of Bradenton, Florida
Bradenton, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the City of Bradenton, Florida (the "Issuer") of the issue of bonds referred to above (the "Series 2024 Bonds"), Raymond James & Associates, Inc. (the "Underwriter"), has agreed to underwrite a public offering of the Series 2024 Bonds. Arrangements for underwriting the Series 2024 Bonds will include a Purchase Contract between the Issuer and the Underwriter.

The purpose of this letter is to furnish, pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, certain information in respect to the arrangement contemplated for the underwriting of the Series 2024 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2024 Bonds are set forth on Schedule I attached hereto.

(b) There are no "finders," as that term is defined in Section 218.386, Florida Statutes, connected with the issuance of the Series 2024 Bonds.

(c) The amount of underwriting spread, including the management fee, expected to be realized is as follows:

	Per $1,000 Bond	Dollar Amount
Average Takedown	$	$
Underwriter's Expenses		
Total Underwriting Spread	$	$

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2024 Bonds to any person not regularly employed or retained by the Underwriter.

(e) The name and address of the Underwriter is set forth below:

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716

(f) The Issuer is proposing to issue [_____] of its Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024 in order to (i) finance the cost of certain capital improvements in and for the City, including a new police station and a new fire station, (ii) refund, on a current basis, [all or a portion of] the City's outstanding Community Redevelopment Agency Increment Tax Revenue Bonds, Series 2011 (Downtown Redevelopment Area Riverwalk Project) (the "Refunded Bonds") and (iii) pay certain costs of issuance of the Series 2024 Bonds.

The Series 2024 Bonds are issued pursuant to the Charter of the Issuer, the Constitution and laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 24-46 adopted by the City Council of the Issuer on May 22, 2024, as the same may be amended and supplemented (the "Resolution"). Terms used herein in capitalized form that are not otherwise defined herein shall have the same meanings as in the Resolution. The Series 2024 Bonds are expected to be repaid over a period of approximately [____] years. At a true interest cost rate of [_____]7%, total interest paid over the life of the Series 2024 Bonds will be $[_____]. Authorizing the Series 2024 Bonds will result in a maximum of approximately $[_____] of Pledged Revenues not being available to finance the other services of the Issuer in any year for approximately [____] years.

[Remainder of page intentionally left blank]

We understand that the Issuer does not require any further disclosure from the Underwriter, pursuant to Sections 218.385(2), (3) and (6), Florida Statutes.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By:_____
Name: Jon Eichelberger
Title: Managing Director

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

	Per $1,000 Bond	Dollar Amount
Underwriter's Counsel	$	$
Ipreo Expense		
CUSIP		
DTC Charges		
Miscellaneous		
TOTAL	$	$

EXHIBIT C

FORM OF OPINION OF CITY ATTORNEY

[_____], 2024

Mayor and City Council of
the City of Bradenton
Bradenton, Florida

Nabors, Giblin & Nickerson, P.A.
Tallahassee, Florida

Raymond James & Associates, Inc.
Winter Park, Florida

Re: $[_____] City of Bradenton, Florida Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024

Ladies and Gentlemen:

Blalock Walters, P.A. serves as the City Attorney for the City of Bradenton, Florida (the "City") and has served as counsel to the City in connection with the issuance and sale by the City of its Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024 (the "Series 2024 Bonds"), to the Underwriter named in the Purchase Contract referred to herein. Terms used herein which are defined in said Purchase Contract shall have the meanings specified therein or, if not defined therein, in the Official Statement relating to the Series 2024 Bonds.

This opinion is furnished pursuant to the Issuer Documents, is given with the consent of the City, and has been prepared and is to be construed in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011, issued by the Legal Opinion Standards Committee of the Florida Bar Business Law Section and the Legal Opinions Committee of the Real Property, Probate and Trust Law Section of the Florida Bar (the "Report"). The Report is incorporated by reference into this opinion.

In rendering this opinion, we have examined, among other things, the Act, the Resolution, the proceedings of the City with respect to the authorization and issuance of the Series 2024 Bonds and the authorization, execution and delivery of the Continuing Disclosure Certificate, the Escrow Deposit Agreement, the Purchase Contract and the Official Statement, the proceedings of the City relating to the advance refunding of the Refunded Bonds and certificates and other documents relating to the City, the Series 2024 Bonds, the Resolution, the Continuing Disclosure Certificate, the Escrow Deposit Agreement and the Purchase Contract, and have made such other examination of applicable Florida law as we have deemed necessary in giving this opinion.

The description of the Issuer Documents and other statements concerning the terms and conditions of the Issuer Documents contained herein do not purport to set forth all of the terms

and conditions of the Issuer Documents or any other document relating to the Issuer Documents. As to questions of fact material to this opinion, we have relied upon representations of the City contained in the Issuer Documents and upon other certifications, agreements, documents and opinions of public officials and other officers and representatives of the parties participating in this transaction, including those of the City, furnished to us, without undertaking to verify the accuracy or truthfulness of same by independent investigation. We have assumed the genuineness of all signatures, other than those of officials of the City, on all documents and instruments, the authenticity of documents submitted as originals, and the conformity to originals of documents submitted as copies.

Based upon the foregoing, we are of the opinion that:

(A) The City is a duly existing municipal corporation of the State of Florida (the "State") and had and has good right and lawful authority under the Constitution and laws of the State to adopt the Resolution, and to authorize and issue the Series 2024 Bonds. The Resolution has been duly adopted by the City, is in full force and effect and constitutes a valid, legal and binding obligation of the City enforceable in accordance with its terms.

(B) As of the date hereof, the City has duly performed all obligations to be performed by it pursuant to the Resolution.

(C) The Continuing Disclosure Certificate, the Escrow Deposit Agreement, the Series 2024 Bonds and the Purchase Contract each have been duly authorized, executed and delivered by the City and each constitutes a valid and binding agreement of the City enforceable in accordance with its terms.

(D) The City has the power and authority under the laws of the State to pledge the Pledged Revenues and to covenant to budget and appropriate the Non-Ad Valorem Revenues to pay the Series 2024 Bonds and interest thereon in accordance with the terms of the Resolution.

(E) The adoption of the Resolution and the execution and delivery of the Continuing Disclosure Certificate, the Escrow Agreement, the Purchase Contract and the Series 2024 Bonds, and compliance with the provisions thereof, will not conflict with or constitute a material breach of or default under any existing law, administrative regulation, court decree, resolution or agreement to which the City is subject.

(F) Except as disclosed in the Official Statement, to the best of our knowledge after due inquiry with respect thereto, no litigation or other proceedings are pending or threatened in any court or other tribunal of competent jurisdiction, State or Federal, in any way (1) restraining or enjoining the issuance, sale or delivery of any of the Series 2024 Bonds, or (2) questioning or affecting the validity of the Continuing Disclosure Certificate, the Purchase Contract, the Series 2024 Bonds, the Escrow Deposit Agreement, the Resolution, or the pledge by the City of the Pledged Funds as provided in the Resolution, or (3) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, registration, issuance or delivery of the Series 2024 Bonds and the security therefor; or (4) questioning or affecting (a) the organization or existence of the City or the City Council or the title to office of the officers thereof, or (b) the

power or authority of the City to pledge the Pledged Funds; or (5) which could materially adversely affect the operations of the City or the financial condition of the City.

(G) The Official Statement has been duly authorized, executed and delivered for use in connection with the sale of the Series 2024 Bonds.

(H) Nothing has come to our attention that would lead us to believe that the Official Statement as of its date or as of the date hereof contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except as to statistical or financial data or information as to DTC or its book-entry system of registration contained therein and Appendices A, B, D and E as to which no opinion is expressed).

(I) All approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City of its obligations under the Continuing Disclosure Certificate, the Escrow Deposit Agreement, the Purchase Contract, the Resolution, the Series 2024 Bonds and the other documents relating to the Series 2024 Bonds have been obtained and are in full force and effect.

All of the above opinions as to enforceability of the legal obligations of the City may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and similar laws, in each case relating to or affecting the enforcement of creditors rights generally, and other general principles of equity.

No person other than Addressees, identified on the first page hereof, and their successors and assigns, may rely upon this opinion.

In basing the opinions set forth in this opinion, the words "our knowledge" signify that, in the course of our representation of the City, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate or that the Issuer Documents are not accurate and complete. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" and similar language as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the City in connection with the Issuer Documents or who we reasonably believe have knowledge of the affairs of the City.

In addition to the assumptions set forth above, the opinions set forth above are also subject to the following qualifications and limitations:

a. We express no opinion as to the laws of any jurisdiction other than the laws of Florida. The opinions or statements expressed above are based solely on the laws of Florida. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other state or jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed. We further express no opinion as to the necessity of any interest rate waiver under Florida law.

b. We assume no obligation to supplement this opinion if any applicable laws change after

the date of this opinion, or if we become aware of any facts after the date of this opinion that might change the opinions expressed herein.

c. We are licensed to practice law in the state of Florida and do not hold ourselves out to be experts on the laws of any jurisdiction other than the State of Florida.

d. This opinion is predicated upon present laws, facts and circumstances, and we assume no obligation to update this opinion if such laws, facts or circumstances change after the date hereof.

This opinion is given by the law firm of Blalock Walters, P.A., in its corporate capacity, as authorized by its Board of Directors, and is not given individually by any individual attorney. Addressees, by their acceptance hereof, acknowledge and agree that any individual executing this opinion letter is doing so solely on behalf of Blalock Walters, P.A., in his or her corporate capacity and not individually, that he or she shall not have any individual liability, and Addressees agree to look solely to the law firm of Blalock Walters, P.A., and its insurers in connection with any action brought hereon.

This opinion shall not be deemed or treated as an offering circular, prospectus, official statement or other disclosure statement to be used in connection with the sale or delivery of bonds.

Sincerely,

Blalock Walters, P.A.

Scott E. Rudacille
For the Firm

EXHIBIT D

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, Raymond James & Associates, Inc. (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance by the City of Bradenton, Florida (the "Issuer") of its $[_____] Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024 (the "Issue").

[Select appropriate provisions below:]

1. [Alternative 1[1] – All Maturities Use General Rule: ***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2[2] – Select Maturities Use General Rule: ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities***]***.

(a) [Alternative 1[3] – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [Alternative 2[4] – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[1] If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

[2] If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

[3] If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

[4] Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

a. [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the- offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Total Issue Price. The total of the issue prices of all the Maturities is $_____.

4. Defined Terms.

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2024), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the City of Bradenton, Florida.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

[Signature page to follow]

RAYMOND JAMES &ASSOCIATES, INC.

By:_____
Name: James A. Wright
Its: Managing Director – Municipal Underwriting

Dated: [Closing Date].

Schedule A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

EXHIBIT B

Form of Preliminary Official Statement

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2024

NEW ISSUE - FULL BOOK ENTRY **See "Ratings" herein**

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida ("Bond Counsel"), under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2024 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes except as otherwise described herein under the caption "TAX MATTERS," and (b) not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Series 2024 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Such interest, however, may be subject to other federal income tax consequences referred to herein under "TAX MATTERS." See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.

$[PAR]*
CITY OF BRADENTON, FLORIDA
CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE AND REFUNDING BONDS, SERIES 2024

Dated: Date of Delivery **Due:** September 1, as shown on the inside cover

The City of Bradenton, Florida Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024 (the "Series 2024 Bonds") shall be issued by the City of Bradenton, Florida (the "City") as fully registered bonds in the name of Cede & Co., as registered owner and securities depository nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases of beneficial interests in the Series 2024 Bonds will be made in book-entry form only in denominations of $5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2024 Bonds ("Beneficial Owners") will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2024 Bonds will be effected through the DTC book-entry system as described herein. Interest on the Series 2024 Bonds is payable on September 1, 2024 and semiannually on each March 1 and September 1 thereafter. Principal of the Series 2024 Bonds is payable on September 1 of the years and in the amounts set forth on the inside cover page. As long as Cede & Co. is the registered owner as nominee of DTC, payment of principal of and interest with respect to the Series 2024 Bonds will be made directly to such registered owner which, in turn, is to remit such payments to Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. **[**PAYING AGENT**]** will serve as the initial Registrar and Paying Agent for the

Series 2024 Bonds. See "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry-Only System" herein.

The Series 2024 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 24-46 adopted by the City Council on May 22, 2024 (the "Resolution") for the purpose of providing funds, together with other legally available moneys, to (i) finance the cost of certain capital improvements in and for the City, including a new police station and a new fire station, as more particularly described herein (collectively, the "Project"), (ii) refund, on a current basis, **[**all or a portion of**]** the City's outstanding Community Redevelopment Agency Increment Tax Revenue Bonds, Series 2011 (Downtown Redevelopment Area Riverwalk Project) and (iii) pay certain costs of issuance of the Series 2024 Bonds. See "THE PROJECT" herein.

Certain of the Series 2024 Bonds are subject to optional redemption prior to maturity as provided herein. See "DESCRIPTION OF THE SERIES 2024 BONDS - Redemption Provisions" herein.

The Series 2024 Bonds are payable from the Non-Ad Valorem Revenues budgeted and appropriated for purposes of payment of the debt service on the Series 2024 Bonds in the manner and to the extent provided in the Resolution and until applied in accordance with the provisions of the Resolution. "Non-Ad Valorem Revenues" means all Governmental Funds Revenues other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make the payments required under the terms of the Resolution, but only after provision has been made by the City (from any source of Governmental Funds Revenues) for the payment of all essential or legally mandated services. "Governmental Funds Revenues" means total revenues of the City derived from any source whatsoever and that are allocated to and accounted for in the Governmental Funds (as defined in the Resolution) as shown in the Annual Audit (as defined in the Resolution). The City has covenanted and agreed in the Resolution to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay the principal of and interest on the Series 2024 Bonds when due in the manner and to the extent provided in the Resolution.

THE SERIES 2024 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY, THE STATE OF FLORIDA (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AMOUNTS BUDGETED AND APPROPRIATED BY THE CITY FROM NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE RESOLUTION. NO HOLDER OF ANY SERIES 2024 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2024 BOND, OR BE ENTITLED TO PAYMENT OF

SUCH SERIES 2024 BOND FROM ANY MONEYS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, EXCEPT FROM THE NON-AD VALOREM REVENUES, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION**.**

This cover page contains certain information for quick reference only. It is not, nor is it intended to be, a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2024 Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval as to legality by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel and certain other conditions. Certain legal matters will be passed on for the City by Blalock Walters, P.A., Bradenton, Florida, City Attorney and certain disclosure matters will be passed upon by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by its Counsel, Nelson Mullins Riley & Scarborough LLP, Orlando, Florida. PFM Financial Advisors LLC, Orlando, Florida, is acting as Financial Advisor to the City. It is expected that settlement for the Series 2024 Bonds will occur through the facilities of DTC in New York, New York on or about ***[****CLOSING DATE****]****, 2024.*

Raymond James

Dated: _____, 2024

*Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS

$[PAR][1]
CITY OF BRADENTON, FLORIDA
CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE
AND REFUNDING BONDS, SERIES 2024

$**[**_____**]** Serial Series 2024 Bonds

Maturity[1] September 1	**Principal Amount[1]**	**Interest Rate**	**Yield**	**Price**	**Initial CUSIP Numbers[2]**

$_____[1] - ____% Term Series 2024 Bond Due September 1, 20__,[1] Yield _____%, Price _____, Initial CUSIP Number _____[2]

(1) Preliminary, subject to change.

(2) The City is not responsible for the use of the CUSIP Numbers referenced herein, nor is any representation made by the City as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

CITY OF BRADENTON, FLORIDA

Mayor and Members of City Council
Gene Brown, Mayor
Marianne Barnebey, Vice Mayor
Pam Coachman
Josh Cramer
Jayne Kocher
Lisa Gonzalez Moore

City Administrator
Rob Perry

Chief Operating Officer
Lance Williams

City Attorney
Blalock Walters, P.A.
Bradenton, Florida

City Clerk
Tamara Melton

Bond Counsel and Disclosure Counsel
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Financial Advisor
PFM Financial Advisors LLC
Orlando, Florida

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the City. This Official Statement neither constitutes an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2024 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been furnished by the City, The Depository Trust Company (as to itself and its book-entry only system), and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness by and is not to be construed as a representation of, the City. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the affairs of the City since the date hereof.

THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2024 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2024 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2024 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATIONS TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

References herein to laws, rules, regulations, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement they may be obtained from the City as provided in the final paragraph under "INTRODUCTION" herein.

Any statements made in this Official Statement involving matters of opinion, forecasts or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the forecasts or estimates will be realized. The information and expressions of opinion herein are subject to change

without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements generally are identifiable by the terminology used, such as "plan," "expect," "estimate," "anticipate," "intend," "project," "forecast," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The City does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR IN PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM SUCH WEBSITE OR WWW.EMMA.MSRB.ORG.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

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APPENDIX C	COPY OF RESOLUTION
APPENDIX D	PROPOSED FORM OF OPINION OF BOND COUNSEL
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OFFICIAL STATEMENT
Relating To

$[PAR]*
CITY OF BRADENTON, FLORIDA
CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE
AND REFUNDING BONDS, SERIES 2024

INTRODUCTION

General

This introduction is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement and should not be considered to be a complete statement of the facts material to making an informed investment decision. The offering by the City of Bradenton, Florida (the "City") of its $[PAR]* Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024 (the "Series 2024 Bonds") to potential investors is made only by means of the entire Official Statement, including the cover page, inside cover page and all appendices attached hereto.

Authority for the Series 2024 Bonds

The Series 2024 Bonds are being issued pursuant to Resolution No. 24-46 adopted by the City Council on May 22, 2024 (the "Resolution"). The Series 2024 Bonds are being issued under the authority of Chapter 166, Part II, Florida Statutes, the Charter of the City, and other applicable provisions of law. Capitalized terms used but not defined herein have the same meaning as ascribed in the Resolution unless the context would clearly indicate otherwise.

Purpose of the Series 2024 Bonds

The Series 2024 Bonds are being issued for the purposes of providing funds, together with other legally available moneys, to (i) finance the cost of certain capital improvements in and for the City, including a new police station and a new fire station, as more particularly described herein (collectively, the "Project"), (ii) refund, on a current basis, [all or a portion of] the City's outstanding Community Redevelopment Agency Increment Tax Revenue Bonds, Series 2011 (Downtown Redevelopment Area Riverwalk Project) (the "Refunded Bonds") and (iii) pay certain costs of issuance of the Series 2024 Bonds. See "THE PROJECT" and "REFUNDING PLAN" herein.

* Preliminary, subject to change.

Continuing Disclosure

The City has agreed to provide certain annual financial information and operating data, including audited financial statements, and notice of the occurrence of certain enumerated events to the municipal marketplace. See "CONTINUING DISCLOSURE" herein.

Additional Information

This Official Statement speaks only as of its date and the information contained herein is subject to change. This Official Statement contains certain information concerning The Depository Trust Company (the "DTC") and its book-entry-only system of registration. Such information has been provided by DTC, and the City and the Underwriter do not certify as to the accuracy or sufficiency of the disclosure practices or content of information provided by DTC and are not responsible for the information provided by such parties.

Descriptions of certain terms and conditions of the Series 2024 Bonds are set forth in the Resolution, a copy of which is contained in "APPENDIX C - COPY OF RESOLUTION." The descriptions of the Series 2024 Bonds, the Resolution and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from Lance Williams, Chief Operating Officer, City of Bradenton, City Hall, 101 Old Main Street, Bradenton, Florida 34205.

THE CITY

The City, incorporated in 1903, is located on the west coast of Florida in Manatee County (the "County"), approximately forty miles south of Tampa. The City encompasses 14.55 square miles and has a population of approximately **[**58,265**]**. The City provides a full range of services, including public safety (police and fire), planning and development, public works and utilities, including water, sewer, stormwater, solid waste and recycling services, as well as providing cultural and recreational facilities. For additional information concerning the City, see "APPENDIX A - General Information Regarding the City of Bradenton and Manatee County, Florida" attached hereto.

THE PROJECT

The Project includes certain capital improvements in and for the City, including a new police station and a new fire station. **[**INSERT DETAILED PROJECT DESCRIPTIONS**]**

REFUNDING PLAN

Concurrently with the delivery of the Series 2024 Bonds, the City will deposit a portion of the proceeds of the Series 2024 Bonds, along with other legally available funds of the City, with **[**ESCROW AGENT**]**, **[**CITY**]**, Florida (the "Escrow Agent") in order to effect the refunding of the Refunded Bonds. Such moneys will be held and distributed pursuant to the terms and provisions of an Escrow Deposit Agreement between the City and the Escrow Agent (the "Escrow Deposit Agreement"). Upon the deposit of such moneys in an escrow deposit fund with the Escrow Agent, in the opinion of Bond Counsel, rendered in reliance upon certain mathematical computations performed by **[**PFM Financial Advisors, LLC/Raymond James & Associates, Inc.**]** and verified by **[**VERIFICATION AGENT**]**, **[**CITY**]**, **[**STATE**]**, the Refunded Bonds shall no longer be outstanding for purposes of the documents pursuant to which they were issued. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

The City currently intends to irrevocably call the Refunded Bonds for redemption on _____, 2024 at a redemption price equal to the principal amount thereof refunded, plus accrued interest to the redemption date, without premium. The moneys deposited, together with principal and income from the United States Treasury obligations (the "Escrow Securities") to be purchased pursuant to the Escrow Deposit Agreement, will be sufficient to make timely payments of all outstanding principal, and interest on the Refunded Bonds, as the same become due or are called for redemption. The holders of the Refunded Bonds shall be entitled to payment solely out of the moneys or Escrow Securities deposited pursuant to the Escrow Deposit Agreement. The moneys and Escrow Securities on deposit with the Escrow Agent pursuant to the Escrow Deposit Agreement will not be available for payment of the Series 2024 Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The accuracy of the mathematical computation of anticipated receipts of principal of and interest earned on the Escrow Securities and certain cash deposited into the escrow deposit trust fund established under the Escrow Deposit Agreement to provide for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds defeased pursuant to such Escrow Deposit Agreement when due, whether at maturity or earlier redemption, will be verified by **[**VERIFICATION AGENT**]**, **[**CITY**]**, **[**STATE**]** (the "Verification Agent"). Such computations will be based on certain assumptions of the Verification Agent and information supplied by **[**PFM Financial Advisors, LLC/Raymond James & Associates, Inc.**]** Bond Counsel will rely upon the report of the Verification Agent with respect to its opinion described under "REFUNDING PLAN" herein.

DESCRIPTION OF THE SERIES 2024 BONDS

General

The Series 2024 Bonds are issuable only in the form of fully registered bonds in denominations of $5,000 principal amount or any integral multiple thereof. The Series 2024 Bonds will be dated their date of delivery and will bear interest at the rates and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. Interest on the Series 2024 Bonds is payable semiannually on each September 1 and March 1, commencing on September 1, 2024 (each an "Interest Date"). Principal of and interest on the Series 2024 Bonds will be payable in the manner described under "BOOK-ENTRY ONLY SYSTEM" herein. **[**PAYING AGENT**]**, a banking corporation organized under the laws of the State of **[**_____**]**, will act as Paying Agent and Registrar for the Series 2024 Bonds (the "Paying Agent" or "Registrar").

Book-Entry-Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE, BUT THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

DTC will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each Series of the Series 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants" and together with the Direct Participants, "Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2024 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as defaults, and proposed amendments to the Series 2024 Bond documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee

holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Distributions and payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions, and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and/or the Paying Agent for the Series 2024 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the City or its agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2024 Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2024 Bonds will be printed and delivered to DTC.

Interchangeability, Negotiability and Transfer

So long as the Series 2024 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to registration, transfer and exchange of Series 2024 Bonds do not apply to the Series 2024 Bonds.

Series 2024 Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Series 2024 Bonds of the same maturity of any other authorized denominations.

The Series 2024 Bonds issued under the Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in the Resolution and in the Series 2024 Bonds. So long as any of the Series 2024 Bonds shall remain Outstanding, the City shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Series 2024 Bonds.

Each Series 2024 Bond shall be transferable only upon the books of the City, at the office of the Registrar, under such reasonable regulations as the City may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Series 2024 Bond, the City shall issue, and cause to be authenticated, in the name of the transferee a new Series 2024 Bond or Bonds of the same aggregate principal amount, interest rate, and maturity as the surrendered Series 2024 Bond. The City, the Registrar and any Paying Agent or fiduciary of the City may deem and treat the Person in whose name any Outstanding Series 2024 Bond shall be registered upon the books of the City as the absolute owner of such Series 2024 Bond, whether such Series 2024 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, redemption premium, if any, and interest on such Series 2024 Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2024 Bond to the extent of the sum or sums so paid and neither the City nor the Registrar nor any Paying Agent or other fiduciary of the City shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Series 2024 Bonds or transferring Series 2024 Bonds is exercised, the City shall execute and deliver Series 2024 Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of the Resolution. Execution of Series 2024 Bonds by the Mayor and City Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series 2024 Bonds. All Series 2024 Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the City to be cancelled by the Registrar. For every such exchange or transfer of Series 2024 Bonds, the City or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The City and the Registrar shall not be obligated to make any such exchange or transfer of Series 2024 Bonds during the 15 days next preceding an Interest Date on the Series 2024

Bonds, or, in the case of any proposed redemption of Series 2024 Bonds, then, for the Series 2024 Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

Series 2024 Bonds Mutilated, Destroyed, Stolen or Lost

In case any Series 2024 Bond shall become mutilated, or be destroyed, stolen or lost, the City may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Series 2024 Bond of like tenor as the Series 2024 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Series 2024 Bond upon surrender and cancellation of such mutilated Series 2024 Bond or in lieu of and substitution for the Series 2024 Bond destroyed, stolen or lost, and upon the Holder furnishing the City and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City or the Registrar may prescribe and paying such expenses as the City and the Registrar may incur. All Series 2024 Bonds so surrendered shall be cancelled by the Registrar. If any of the Series 2024 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2024 Bond, the City may pay the same or cause the Series 2024 Bond to be paid, upon being indemnified as aforesaid, and if such Series 2024 Bonds be lost, stolen or destroyed, without surrender thereof.

Redemption Provisions

Optional Redemption. The Series 2024 Bonds maturing on or prior to September 1, 20__ are not subject to redemption prior to maturity. The Series 2024 Bonds maturing on or after September 1, 20__ are subject to redemption prior to their respective dates of maturity on or after September 1, 20__ in whole or in part at any time, in any order of maturity selected by the City and by lot within a maturity at a redemption price of 100% of the principal amount of the Series 2024 Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption. The Series 2024 Bonds maturing on September 1, 20__ are subject to mandatory redemption in part prior to maturity by lot at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, beginning on September 1, 20__ and on each September 1 thereafter in the years and in the principal amounts corresponding to the Amortization Installments as follows:

Year	Amortization Installments
	$
*	

*Final Maturity.

Notice of Redemption. Notice of redemption, which shall specify the Series 2024 Bond or Series 2024 Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the City, and (A) shall be filed with the Paying Agent of such Bonds, and (B) shall be mailed first class, postage prepaid, not less than 30 days nor more than 45 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice. Failure to mail such notice to the Holders of the Series 2024 Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Series 2024 Bonds as to which no such failure or defect has occurred. Failure of any Holder to receive any notice mailed as herein provided shall not affect the proceedings for redemption of such Holder's Series 2024 Bonds.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Series 2024 Bonds being redeemed, (2) the original issue date of such Series 2024 Bonds, (3) the maturity date and rate of interest borne by each Series 2024 Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Series 2024 Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Series 2024 Bond, the principal amount) of each Series 2024 Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Series 2024 Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Series 2024 Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Series 2024 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar at an address specified, (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption, (11) unless sufficient funds have been set aside by the City for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

The City may provide that a redemption may be contingent upon the occurrence of certain conditions and that if such conditions do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Series 2024 Bondholders not later than three business days prior to the date of redemption.

Notwithstanding the foregoing, so long as Cede & Co. or any subsequent securities depository is the registered owner of the Series 2024 Bonds, such notice of redemption shall only be sent to Cede & Co. or such subsequent securities depository. Notices are to be provided to the Beneficial Owners pursuant to arrangements established between the

Participants and Beneficial Owners. See "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry-Only System" herein. Upon the discontinuance of the book-entry-only registration system for the Series 2024 Bonds, the foregoing provisions shall apply with respect to the Beneficial Owners of the Series 2024 Bonds.

Selection of Series 2024 Bonds to be Redeemed. The Series 2024 Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The City shall, at least 35 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Series 2024 Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Series 2024 Bonds of a single maturity, the particular Series 2024 Bonds or portions of Series 2024 Bonds to be redeemed shall be selected not more than 45 days and not less than 35 days prior to the redemption date by the Registrar from the Outstanding Series 2024 Bonds of the maturity or maturities designated by the City by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Series 2024 Bonds or portions of Series 2024 Bonds in principal amounts of $5,000 and integral multiples thereof. If less than all of a Term Series 2024 Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on a pro-rata basis unless the City, in its discretion, designates a different allocation.

If less than all of the Outstanding Series 2024 Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the City and Paying Agent (if the Registrar is not the Paying Agent for such Series 2024 Bonds) in writing of the Series 2024 Bonds or portions of Series 2024 Bonds selected for redemption and, in the case of any Series 2024 Bond selected for partial redemption, the principal amount thereof to be redeemed.

Redemption of Series 2024 Bonds. Any Series 2024 Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the City shall execute and the Registrar shall authenticate and deliver to the Holder of such Series 2024 Bond, without service charge, a new Series 2024 Bond or Series 2024 Bonds, of any authorized denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2024 Bonds so surrendered.

Purchase in Lieu of Redemption

Notwithstanding anything in the Resolution to the contrary, at any time the Series 2024 Bonds are subject to optional redemption pursuant to the Resolution, all or a portion of the Series 2024 Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the City, on the date which would be the redemption date if such Series 2024 Bonds were redeemed rather than

purchased in lieu thereof, at a purchase price equal to the Redemption Price which would have been applicable to such Series 2024 Bonds on the redemption date for the account of and at the direction of the City who shall give the Paying Agent, as trustee, notice at least ten (10) days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Series 2024 Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Series 2024 Bonds in lieu of optional redemption, no notice to the holders of the Series 2024 Bonds to be so purchased (other than the notice of redemption otherwise required under the Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Series 2024 Bonds if such Series 2024 Bonds had been redeemed rather than purchased. Each Series 2024 Bond so purchased shall not be canceled or discharged and shall be registered in the name of the City. Series 2024 Bonds to be purchased under the Resolution in the manner described above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

SECURITY FOR THE SERIES 2024 BONDS

Covenant to Budget and Appropriate

The Series 2024 Bonds are payable from the Non-Ad Valorem Revenues budgeted and appropriated for purposes of payment of the debt service on the Series 2024 Bonds in the manner and to the extent provided in the Resolution, and, until applied in accordance with the provisions of the Resolution. "Non-Ad Valorem Revenues" means all Governmental Funds Revenues other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make payments as required in the Resolution, but only after provision has been made by the City (from any Governmental Funds Revenues) for payment of all essential or legally mandated services. "Governmental Funds Revenues" means total revenues of the City derived from any source whatsoever and that are allocated to and accounted for in the Governmental Funds as shown in the Annual Audit.

The City, in the Resolution, has covenanted and agreed to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to (A) pay principal of and interest on the Series 2024 Bonds when due, and (B) pay all required deposits to the Rebate Fund, all in the manner and to the extent provided in the Resolution. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding this covenant of the City, the City does

not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Series 2024 Bondholders a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated in the Resolution shall have the effect of making available for the payment of the Series 2024 Bonds, in the manner described in the Resolution, Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations in the Resolution; subject, however, in all respects to the restrictions of Section 166.241(2), Florida Statutes, which generally provide that the governing body of each municipality may only make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law.

The City has covenanted and agreed to transfer to the Paying Agent for the Series 2024 Bonds, solely from funds budgeted and appropriated as described in the Resolution, on or before the date designated for payment of any principal of or interest on the Series 2024 Bonds, sufficient moneys to pay such principal or interest. The Registrar and Paying Agent shall utilize such moneys for payment of the principal and interest on the Series 2024 Bonds when due.

Series 2024 Bonds Not General Obligations

THE SERIES 2024 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AMOUNTS BUDGETED AND APPROPRIATED BY THE CITY FROM NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE RESOLUTION. NO HOLDER OF ANY SERIES 2024 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2024 BOND, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2024 BOND FROM ANY MONEYS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, EXCEPT

FROM THE NON-AD VALOREM REVENUES IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION.

Construction Fund

The City has covenanted and agreed in the Resolution to establish a separate fund, to be known as the "City of Bradenton, Florida Capital Improvement Revenue Bonds, Series 2024 Construction Fund," which shall be used only for payment of the Costs of the Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of the Project in the manner provided in the Resolution, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Resolution or a Supplemental Resolution.

Notwithstanding any of the other provisions of the Resolution, to the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of principal and interest on Series 2024 Bonds when due.

No Debt Service Reserve Fund

The Series 2024 Bonds are not secured by a debt service reserve fund.

Annual Budget

The City shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law.

If for any reason the City shall not have adopted the Annual Budget before the first day of any Fiscal Year, the preliminary budget for such year shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The City shall also provide the Annual Budget and amendments thereto to any Holder or Holders of Series 2024 Bonds upon written request. The City shall be permitted to make a reasonable charge for furnishing such information to such Holder or Holders.

Annual Audit

The City shall, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the City to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities.

The City shall also provide the Annual Audit to any Holder or Holders of Series 2024 Bonds upon written request. The City shall be permitted to make a reasonable charge for furnishing such information to such Holder or Holders.

Anti-Dilution Test

During such time as the Series 2024 Bonds are Outstanding under the Resolution, the City agrees and covenants under the Resolution with the Series 2024 Bondholders that upon the issuance of any subsequent Debt, (A) Non-Ad Valorem Revenues shall cover projected Maximum Annual Debt Service on the Series 2024 Bonds and maximum annual debt service on Debt by at least 1.5 times; and (B) projected Maximum Annual Debt Service on the Series 2024 Bonds and maximum annual debt service for all Debt will not exceed twenty-five percent (25%) of Governmental Funds Revenues, exclusive of (i) ad valorem tax revenues restricted to payment of debt service on any Debt and (ii) any proceeds of the Series 2024 Bonds or Debt. The calculations required by clauses (A) and (B) above shall be determined using the average of actual receipts for the prior two Fiscal Years based on the City's Annual Audits.

For the purposes of the Resolution, Debt means at any date (without duplication) all of the following to the extent that they are guaranteed or secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (A) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the City as lessee under capitalized leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the City; provided, however, if with respect to any obligation contemplated in (A), (B) or (C) above, the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligations but has not secured such obligations with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligations contemplated in (D) above, such obligations shall not be considered "Debt" for purposes of the Resolution unless the City has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the provision described in the immediately preceding sentence, it shall continue to be considered "Debt" until the City has not used any Non-Ad Valorem Revenues to satisfy any portion of such obligation for two consecutive Fiscal Years.

For the purposes of the anti-dilution covenant contained in the Resolution and described above, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and with respect to Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at

the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized from its date of issuance over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year. In addition, with respect to debt service on any Debt which is subject to a Qualified Hedge Agreement, interest on such Debt during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time. With respect to debt service on any Debt with respect to which the City elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the City reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date. See "APPENDIX C – Form of Resolution" hereto for the definition of the capitalized terms above.

Pursuant to the Resolution, "Debt Service" shall mean, at any time, the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Outstanding Series 2024 Bonds during such period of time, except to the extent that such interest is to be paid from Series 2024 Bond proceeds, (2) principal of Outstanding Serial Series 2024 Bonds maturing in such period of time, and (3) the Amortization Installments with respect to Outstanding Term Series 2024 Bonds maturing in such period of time. For purposes of this definition, (A) if the Series 2024 Bonds have 25% or more of the aggregate principal amount coming due in any one year, Debt Service shall be determined on the Series 2024 Bonds during such period of time as if the principal of and interest on such Series 2024 Bonds were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of 25 years, and (B) with respect to debt service on any Series 2024 Bonds which are subject to a Qualified Hedge Agreement, interest on such Series 2024 Bonds during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time.

Rebate Fund

The City has created and established pursuant to the Resolution a special fund to be known as the "City of Bradenton, Florida Capital Improvement Revenue Bonds, Series 2024 Rebate Fund." Moneys in the Rebate Fund are not subject to a lien and charge in favor of the holders of the Series 2024 Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Series 2024 Bonds, together with other legally available funds, are expected to be applied as follows:

	Series 2024 Bonds
SOURCES OF FUNDS	
Par Amount	$
Plus/Less: [Net] Original Issue Discount/Premium	
Other Legally Available Funds[(1)]:	
TOTAL SOURCES	$
USES	
Deposit to Project Account[(2)]	$
Deposit to Escrow Fund[(3)]	
Costs of Issuance[(4)]	
TOTAL USES	$

(1) Represents moneys on deposit in certain of the funds and accounts for the benefit of the Refunded Bonds.

(1) To be applied to pay the Costs of the Project. See "THE PROJECT" herein.

(3) To be applied to refund the Refunded Bonds. See "REFUNDING PLAN" herein.

(4) Includes Underwriter's discount, financial advisory fees, legal fees and expenses and other miscellaneous costs of issuance.

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DEBT SERVICE SCHEDULE FOR THE SERIES 2024 BONDS

Year Ending September **1**	**Principal**	**Interest**	**Total**
	$	$	$
Totals*			

*Totals may not add due to rounding.

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GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES

General

The City generally receives two primary sources of revenue, ad valorem tax revenues and non-ad valorem revenues. Pursuant to the Florida Constitution, ad valorem tax revenues may not be pledged for the payment of debt obligations of the City that have a maturity greater than one year without approval of the electorate of the City. ***The ad valorem tax revenues of the City are not pledged as security for the payment of the Series 2024 Bonds, and the City is not obligated to budget and appropriate ad valorem tax revenues for the payment of the Series 2024 Bonds.*** **[*Currently the City does not have any debt outstanding that is secured by ad valorem tax revenues.*]**

Non-ad valorem revenues of the City may be pledged or applied, subject to certain limitations disclosed herein, for the payment of debt obligations of the City. Such non-ad valorem revenues include a broad category of revenues, including, but not limited to, certain taxes, revenues received from the State, investment income and income produced from certain services and facilities of the City, as described below. Not all non-ad valorem revenues of the City constitute Non-Ad Valorem Revenues pursuant to the Resolution. For purposes of the Resolution and the City's obligations with respect to the Series 2024 Bonds, under the City's current financial classification system Non-Ad Valorem Revenues generally include all revenues of the City that are deposited or allocated to the governmental funds of the City (the "Governmental Funds"), other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments required under the Resolution.

As more fully described above under "SECURITY FOR THE SERIES 2024 BONDS," the City has covenanted and agreed in the Resolution, subject to certain restrictions and limitations, to appropriate in its annual budget, by amendment if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay principal of, redemption premium, if any, and interest on the Series 2024 Bonds when due, in the manner and to the extent provided in the Resolution and described herein. The holders of the Series 2024 Bonds do not have a lien on any specific Non-Ad Valorem Revenues of the City. The City may in the future specifically pledge Non-Ad Valorem Revenues to secure additional debt issued by the City. The City's covenant and agreement to appropriate Non-Ad Valorem Revenues to pay the Series 2024 Bonds is subject to the payment of any such debt obligations that are secured by a pledge of or lien on all or any portion of Non-Ad Valorem Revenues. Currently, the City has no such debt obligations outstanding but could, subject to certain conditions, issue such debt obligations in the future.

The City utilizes fund accounting to demonstrate and ensure compliance with legal, legislative, contractual, and other finance-related provisions. All of the City's funds may

be divided into two categories: governmental and proprietary (also referred to as enterprise and internal service funds). The Non-Ad Valorem Revenues that may be legally available to pay debt service on the Series 2024 Bonds will be accounted for within the City's Governmental Funds, the largest operating fund of which is the General Fund.

Other Obligations Payable from Non-Ad Valorem Revenues

After issuance of the Series 2024 Bonds, the City will, in addition to its obligations related to the Series 2024 Bonds, also have outstanding the indebtedness referenced in the table below, which is secured either by a pledge of specific Non-Ad Valorem Revenues or a covenant to budget and appropriate Non-Ad Valorem Revenues on the same basis as the Resolution securing the Series 2024 Bonds:

Non-Ad Valorem Revenue Debt	Date of Origination	Original Loan Amount	Principal Balance[(1)]	Final Maturity	Pledge of Security
Promissory Note (Bank of America, N.A.), Series 2004[(2)]	12/16/2004	$6,000,000	$509,680	12/16/2024	Covenant to Budget and Appropriate Non-Ad Valorem Revenues
Promissory Note, Series 2005A (Central Community Redevelopment Agency)	__/__/2005	1,000,000	113,932	02/01/2025	Pledge of Tax Increment Revenues and Covenant to Budget Non-Ad Valorem Revenues
Special Obligation Revenue Refunding Bond, Series 2012	02/07/2012	7,500,000	3,948,545	02/01/2027	Pledge of Tourist Development Tax Revenues and Half-Cent Sales Tax Revenues
Special Obligation Revenue Refunding Bonds, Series 2016	07/14/2016	14,280,000	10,680,000	09/01/2037	Pledge of Retained Spring Training Franchise Sales Tax Revenues and Covenant to Budget Non-Ad Valorem Revenues
Government Obligation Contract (Sweepers)	__/__/2021	410,520	190,281	06/01/2025	Appropriated lease payments from Non-Ad Valorem Revenues
Florida Municipal Loan Council Revenue Bonds, Series 2018A (City of Bradenton Series)	08/23/2018	7,595,000	6,685,000	10/01/2043	Covenant to Budget and Appropriate Non-Ad Valorem Revenues

Source: City of Bradenton Finance Department.
(1) As of ___ 1, 2024.
(2) Subject to a swap agreement with Bank of America, N.A., as described in more detail below.

In addition to the indebtedness described above, the City has **[**ten**]** outstanding State Revolving Fund Loans which are primarily secured by net water, sewer and stormwater revenues, and which also contain a backup covenant to budget and appropriate Non-Ad Valorem Revenues of the City. As of ____ 1, 2024, the outstanding aggregate principal amount of the State Revolving Fund Loans is $_____. **[**The City has also provided a backup covenant to budget and appropriate Non-Ad Valorem Revenues with respect to the Refunded Bonds, which are primarily secured with a pledge of the increment tax revenues that are derived within the applicable redevelopment area and deposited to a community redevelopment trust fund. As of ____ 1, 2024, the Refunded Bonds are outstanding in the principal amount of $4,020,000.**]** None of the revenues which are the primary payment sources for such debt constitute Governmental Funds Revenues as such term is defined in the Resolution. The City has neither used, nor expects to use, the backup covenant to budget and appropriate Non-Ad Valorem Revenues to pay debt service; rather, the primary pledged revenue source has been, and is expected to continue to be, sufficient.

The City entered into an interest rate swap agreement with Bank of America, N.A. (the "Counterparty") (the "Swap Agreement") in connection with the Promissory Note (Bank of America, N.A.), Series 2004 (the "Series 2004 Note"). The City pays a fixed interest rate to the Counterparty, in exchange for the Counterparty paying to the City a variable rate of interest.

Under certain circumstances, the Swap Agreement is subject to early termination, in which event the City may be obligated to make a payment to the Counterparty or the City may be entitled to receive a payment from the Counterparty. Such circumstances include but are not limited to the credit rating of the City or of the Counterparty being downgraded below certain levels or the occurrence of certain events of default under the Swap Agreement. The amount of any such potential termination payment under the Swap Agreement would be calculated based on the then current interest rate market, the schedule of notional principal amounts under the remaining term of the Swap Agreement at the time such termination payment became due, and other market-related factors that are beyond the control of the City. Such termination payments could have a material adverse effect on the City's ability to make a payment on the Series 2024 Bonds.

As of September 30, 2023, the Swap Agreement had a **[**negative**]** fair value of $_____.

The City is subject to the risk that the Counterparty could default on its obligations under the Swap Agreement. In such event, the City may be obligated to pay or may be entitled to receive a termination payment as described above.

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Outstanding Indebtedness; Calculation of Anti-Dilution Test Compliance; Historical Pro Forma Debt Service Coverage

Set forth below for the City is a schedule showing debt service on other covenant to budget and appropriate-secured indebtedness or indebtedness secured by Non-Ad Valorem Revenues.

City of Bradenton Combined Debt Service

Fiscal Year	Non-Ad Valorem Revenue Debt[1][2]
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
TOTAL[3]	

(1) Consists of the Series 2004 Note, Promissory Note, Series 2005A (Central Community Redevelopment Agency) (the "Series 2005A Note"). the Series 2012 Bonds, the City's Government Obligation Contract, dated _____, 2021 (the "Sweepers Lease"), Special Obligation Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), and the Florida Municipal Loan Council Revenue Bonds, Series 2018A (City of Bradenton Series) (the "Series 2018A Bonds").

(2) The Series 2004 Promissory Note is subject to the Swap Agreement with Bank of America, N.A., as described above. The debt service numbers include hedge payments where applicable as provided by the Resolution.

(3) Numbers may not add due to rounding.

Set forth below is the calculation of anti-dilution test compliance with respect to the City as of September 30, 2023, taking into account the issuance of the Series 2024 Bonds and debt service as of the date hereof:

City of Bradenton Non-Ad Valorem Revenue Anti-Dilution Test

Revenues	**FY 2022**	**FY 2023**	**Prior Two-Year Average**
Governmental Funds Revenues	$67,025,649	$87,582,083	$77,303,866
Less: Ad Valorem Revenues	(29,054,645)	(33,094,665)	(31,074,655)
Less: Restricted Funds	(8,140,853)	(7,520,550)	(7,830,702)
Available Non-Ad Valorem Revenues	$29,830,151	$46,966,868	$38,398,510
Adjusted Non-Ad Valorem Revenues	$29,830,151	$46,966,868	$38,398,510
Expenditures			
Essential or Legally Mandated Services			
General Government	$36,657,445	$40,484,632	$38,571,039
Public Safety	11,959,668	16,671,736	14,315,702
Total Essential or Legally Mandated Services	$48,617,113	$57,156,368	$52,886,741
Less: Ad-Valorem Revenues Available to pay Essential or Legally Mandated Services	(29,054,645)	(33,094,665)	(31,074,655)
Adjusted Essential or Legally Mandated Services	$19,562,468	$24,061,703	$21,812,086
Net Non-Ad Valorem Revenues available for Debt Service	$10,267,683	$22,905,165	$16,586,424

Test 1 - Net Non-Ad Valorem Revenues covers Projected Maximum Annual Debt Service by 1.50x

Net Non-Ad Valorem Revenues available for Debt Service	$16,586,424
Projected Maximum Annual Debt Service[(1)]	_____
Coverage	_.__%

Test 2 - Projected MADS does not exceed 25% of Governmental Funds Revenues

Governmental Fund Revenues	$77,303,866
Projected Maximum Annual Debt Service[(1)]	_____
Percentage	_.__%

Source: City of Bradenton, Florida Finance Department.

(1) Includes debt service on the Series 2004 Note, the Series 2005A Note, the Series 2012 Bonds, the Sweepers Lease, the Series 2016 Bonds, the Series 2018A Bonds, and the Series 2024 Bonds. The debt service numbers include hedge payments where applicable as provided by the Resolution. In accordance with the Resolution, the debt service numbers do not include debt service on the State Revolving Loan Funds **[**or the Refunded Bonds**]** **[**as the City has not used, nor does it expect to use, Non-Ad Valorem Revenues to pay debt service on such obligations.**]** Assumes the Series 2024 Bonds are issued in the aggregate amount of $_____, with a true interest cost of ___% and a final maturity of September 1, 20__.

Historical Non-Ad Valorem Revenues

The following table sets forth, for the City's Fiscal Years ended September 30, 2018 through and including September 30, 2023, the Non-Ad Valorem Revenues accounted for in the City's Governmental Funds which may be legally available to pay all or a portion of the debt service on the Series 2024 Bonds, subject to the conditions and restrictions described herein. The amounts shown for Fiscal Years 2018-2023 are derived from audited financial statements. Certain of such revenues may hereinafter be specifically pledged to secure other indebtedness of the City. Any such debt would be payable from such specific revenue sources prior to payment of debt service on the Series 2024 Bonds or any other indebtedness that is similarly payable from a covenant of the City to budget and appropriate sufficient Non-Ad Valorem Revenues to pay debt service. Additionally, as noted previously and described under "SECURITY FOR THE SERIES 2024 BONDS," the City's covenant and agreement to appropriate Non-Ad Valorem Revenues to pay the Series 2024 Bonds is also subject to other conditions, including the payment of essential services related to the health, welfare and safety of the inhabitants of the City or which are mandated by applicable law, and the obligation of the City to have a balanced budget. Certain categories of Non-Ad Valorem Revenues may cease to exist altogether and new sources may come about from time to time.

Continued consistent receipt of Non-Ad Valorem Revenues is dependent upon a variety of factors, including continuing compliance with eligibility requirements and formulas specified under Florida law for the distribution of certain of such funds which take into consideration the ratio of residents in the City to total County residents. Greater growth in the unincorporated areas of the County or in other municipalities as compared to the City could have an adverse effect on certain non-ad valorem revenues. The amounts and availability of any of the Non-Ad Valorem Revenues to the City are also subject to change, including reduction or elimination by change of State law or changes in the facts or circumstances according to which certain of the Non-Ad Valorem Revenues are allocated. In addition, the amount of certain of the Non-Ad Valorem Revenues collected by the City is directly related to the general economy of the State and the City. Accordingly, adverse economic conditions could have a material adverse effect on the amount of Non-Ad Valorem Revenues collected by the City. The City has and may in the future specifically pledge certain of the Non-Ad Valorem Revenues or covenant to budget and appropriate Non-Ad Valorem Revenues of the County to its obligations. In the case of a specific pledge, such Non-Ad Valorem Revenues would be required to be applied to such obligations prior to paying the principal of and interest on the Series 2024 Bonds.

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City of Bradenton, Florida
Historical Legally Available Non-Ad Valorem Revenues

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Non-Ad Valorem Revenues:					
Utility Taxes	$5,305,577	$5,354,423	$5,534,778	$5,826,035	$6,570,213
Public Service Taxes	1,920,599	2,074,756	2,208,418	2,347,903	2,772,648
Half-Cent Sales Tax	4,264,365	4,302,924	5,189,518	5,932,505	6,042,443
Infrastructure Sales Tax	4,034,413	4,249,882	5,250,318	6,073,600	6,123,539
Local Business Tax	184,906	190,812	181,556	167,236	171,577
Other Taxes	400,000	400,000	400,000	400,000	400,000
Intergovernmental Revenues	-	-	-	-	-
Special Assessments, Property Owners	133,677	122,059	311,943	648,977	703,813
Impact Fees	1,103,584	1,220,204	415,461	782,633	593,571
Franchise Fees	3,336,466	3,254,699	3,064,476	3,842,218	4,358,300
State Revenue Sharing, Unrestricted	4,185,236	3,960,356	4,567,543	5,151,670	5,300,415
Intergovernmental Grants	4,999,564	1,741,739	2,428,353	2,977,053	9,146,011
Licenses and Permits	1,985,367	1,513,016	1,597,118	1,275,165	1,713,584
Interest and Investment Earnings	3,148,306	2,272,240	82,046	(2,420,049)	4,820,417
Charges for Services	3,606,128	3,471,345	3,193,256	3,088,021	3,632,198
Fines and Forfeitures	128,473	126,744	132,201	112,580	125,229
Payments in Lieu of Taxes	78,440	80,914	76,329	75,642	95,038
Rents	916,431	732,215	750,184	833,430	996,572
Miscellaneous	319,921	4,463,075	625,157	810,385	910,350
Total Non-Ad Valorem Revenues	$40,051,453	$39,531,403	$36,008,655	$37,925,004	$54,475,918

Note: Figures include all Governmental Funds; Excludes proprietary funds (enterprise and internal service funds) funds.
Source: City of Bradenton, Florida Finance Department. Derived from audited financial statements.

The following includes a general description of some of the sources of Non-Ad Valorem Revenues that are likely to be legally available to pay debt service on the Series 2024 Bonds.

Taxes

Utility Service Tax. The "Utility Service Tax" is imposed by the City pursuant to the Constitution of the State, Section 166.231, Florida Statutes, and **[**Chapter 66, Article II**]** of the City's Code of Ordinances, and other applicable provisions of law. State law authorizes any municipality in the State to levy the Utility Service Tax on the purchase within such municipality of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service. Services competitive with those enumerated in the previous sentence, as defined by ordinance, shall be taxed on a comparable basis at the same rates. The Utility Service Tax rate cannot exceed ten percent (10%) of the payments received by the seller of the taxable item from the purchaser for the purchase of such service. Fuel oil shall be taxed at a rate not to exceed 4 cents per gallon. The Utility Service Tax shall not be applied against any fuel adjustment charge. The term "fuel adjustment charge" means all increases in the cost of utility services

to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973.

[Pursuant to Ordinance No. ___ enacted by the City on _____, 1971, the City levies a utility service tax on the purchase of electricity, metered or bottled gas (natural, liquefied petroleum gas, or manufactured) or water service within the City limits at a rate of ten percent (10%) based upon the charge made by the seller thereof. The tax is not applied against any fuel adjustment charge.**]**

[DISCLOSE ANY EXEMPTIONS TO UTILITY SERVICE TAX**]**

The Utility Service Tax must be collected by the seller from purchasers at the time of sale and remitted to the City on a monthly basis. Taxes on most utility services are separately itemized on the bill rendered to customers, but separate disclosure is not required. A failure by a consumer to pay that portion of the bill attributable to the Utility Service Tax may result in a suspension of the service involved in the same fashion as the failure to pay that portion of the bill attributable to the particular utility service.

The amount of Utility Service Tax collected by the City may fluctuate as the price of taxable services fluctuates and a sustained increase in the price thereof may have an adverse effect on the amount of tax collected. The amount of Utility Service Tax revenues received by the City is also subject to increase or decrease due to legislative changes. The amount of the Utility Service Tax revenues collected within the City may be adversely affected by changes in population within the City. Such changes in population could decrease the number of purchasers of taxable services within the City.

Local Communications Services Tax. The Communications Services Tax Simplification Act, codified as Chapter 202, Florida Statutes, became effective October 1, 2001 (the "CSTA"). Pursuant to the CSTA, the structure and imposition of taxes on telecommunications and other communications services were significantly revised. Section 202.19, Florida Statutes, authorizes counties and municipalities to levy a local tax on communications services (the "Local Communications Services Tax") as defined in Section 202.11, Florida Statutes, and as of the same date, repealed Section 166.231(9), Florida Statutes, which had previously granted municipalities the authority to levy a utilities tax on the purchase of telecommunication services. Although the Local Communications Services Tax is levied locally, the Florida Department of Revenue ("FDOR") collects the tax on behalf of the local governments.

Pursuant to the CSTA, the City imposes a local communications services tax at a rate of **[**7.00%**]** for all taxable sales of communications services charged to a service address within the City. The proceeds of said Local Communication Services Tax, less FDOR's cost of administration which may not exceed 1% of the total revenue generated, are deposited in the Local Communications Services Tax Clearing Trust Fund (the "CST Trust Fund") and distributed monthly to the appropriate jurisdiction.

"Communication services" under the CSTA are defined as the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including video services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term does not include:

(a) Information services.

(b) Installation or maintenance of wiring or equipment on a customer's premises.

(c) The sale or rental of tangible personal property.

(d) The sale of advertising, including, but not limited to, directory advertising.

(e) Bad check charges.

(f) Late payment charges.

(g) Billing and collection services.

(h) Internet access service, electronic mail service, electronic bulletin board service, or similar online computer services.

However, such services have historically been taxed if the charges for such services are not stated separately from the charges for communications services on a customer's bill.

The sale of communications services to the following are exempt from the Local Communications Services Tax: (i) the federal government or any instrumentality or agency thereof, or any entity that is exempt from state taxes under federal law, (ii) the State or any county, municipality or political subdivision of the State when payment is made directly to the dealer by the governmental entity, and (iii) any home for the aged, educational institution (which includes state tax-supported and nonprofit private schools, colleges and universities and nonprofit libraries, art galleries and museums, among others) or religious institutions (which includes, but is not limited to, organizations having an established physical place for worship at which nonprofit religious services and activities are regularly conducted) that is exempt from federal income tax under Section 501(c)(3) of the Code. In addition, the Local Communication Services Tax does not apply to any direct-to-home satellite service.

The CSTA provides that, to the extent that a provider of communications services is required to pay to a local taxing jurisdiction a tax, charge, or other fee under any franchise agreement or ordinance with respect to the services or revenues that are also subject to the Local Communications Services Tax, such provider is entitled to a credit against the amount of such Local Communications Services Tax payable to the State in the amount of

such tax, charge, or fee with respect to such service or revenues. The amount of such credit is deducted from the amount that such local taxing jurisdiction is entitled to receive under Section 202.18(3), Florida Statutes.

Under the CSTA, local governments must work with the FDOR to properly identify service addresses within each municipality and county. If a jurisdiction fails to provide the FDOR with accurate service address information, the local government risks losing tax proceeds that it should properly receive. **[**The City believes it has provided the FDOR with all information that the FDOR has requested as of the date hereof and that such information is accurate.**]**

Providers of communications services collect the Local Communications Services Tax and may deduct 0.75% as a collection fee (or 0.25% in the case of providers who do not employ an enhanced zip code database or a database that is either supplied or certified by the FDOR). The communications services providers remit the remaining proceeds to the FDOR for deposit into the CST Trust Fund. The FDOR then makes monthly distributions from the CST Trust Fund to local governments after deducting up to 1% of the total revenues generated as an administrative fee.

The amount of Local Communications Services Tax revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the City, (ii) legislative changes, and/or (iii) technological advances which could affect consumer preferences.

Local Business Tax. Section 205.032, Florida Statutes, authorizes counties to levy a business tax (formerly known as the "local occupational license tax") for the privilege of engaging in or managing any business, profession or occupation within their jurisdictions (the "Local Business Tax"). Section 205.042 extends authority to levy the Local Business Tax to municipalities.

Any Local Business Tax levied must be based on reasonable classifications, must be uniform throughout any class, and must comply with various additional limitations and adoption procedures contained in Sections 205.0315 and 205.0535, Florida Statutes. **[**Under Chapter 66, Article IV of the City's Code of Ordinances, the City levies a Local Business Tax on various services.**]**

The Florida Legislature has exempted certain individuals and activities from the Local Business Tax. In 2012, the Legislature considered legislation repealing the Local Business Tax, but this legislation failed to pass. It is possible that the Legislature may consider similar bills in the future or may consider bills providing for additional exemptions from or limitations on the Local Business Tax and that such bills may pass. The amount of Local Business Tax revenues received by the City is subject to further increase or decrease based on the number of persons choosing in any given year to engage in or manage any business, profession or occupation within its jurisdiction.

Other Non-Ad Valorem Taxes. **[**The City receives proceeds of certain other non-ad valorem taxes including excise taxes on insurance premiums and a local fuel tax, the uses of which are limited.**]** The proceeds of these other taxes generally are not legally available to pay debt service on the Series 2024 Bonds.

Intergovernmental Revenues

All revenues received by a local government unit from federal, state, and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes are included in the intergovernmental revenues category. The category is further classified into eight subcategories: federal grants, federal payments in lieu of taxes ("PILOT"), state grants, state shared revenues, state PILOT, if any, local grants, local shared revenue, and local PILOT. If a particular grant is funded from separate intergovernmental sources, then the revenue is recorded proportionately. The largest of these sources is the "Local Government Half-Cent Sales Tax."

Local Government Half-Cent Sales Tax. Chapter 212, Florida Statutes, authorizes the levy and collection by the State of sales tax upon, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances. In 1982, the Florida Legislature created the Local Government Half-Cent Sales Tax Program (the "Half-Cent Sales Tax Program"), which distributes a portion of the sales tax revenue and money from the State's General Revenue Fund to counties and municipalities that meet certain eligibility requirements. In 1982, when the Half-Cent Sales Tax Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Half-Cent Sales Tax Program, thus giving rise to the name "Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Half-Cent Sales Tax Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized.

Section 212.20, Florida Statutes, provides for the distribution of sales tax revenues collected by the State. Over the years, the proportion of sales tax revenues deposited in the Local Government Half-Cent Sales Tax Clearing Trust Fund in the State Treasury (the "Sales Tax Trust Fund") has decreased from time to time. Prior to September 1, 2015, the percentage of sales tax proceeds deposited in the Sales Tax Trust Fund after certain required deposits to other State funds was 8.8854%. Commencing September 1, 2015, the percentage of sales tax proceeds deposited in the Sales Tax Trust Fund after certain required deposits to other State funds is 8.9744%. The general rate of sales tax in the State is now 6.00%. The sales tax proceeds deposited in the Sales Tax Trust Fund (the "Half-Cent Sales Tax Revenues") are earmarked for distribution to the governing body of each county and each participating municipality within a county pursuant to a statutory distribution formula described below. The Half-Cent Sales Tax Revenues are distributed from the Sales Tax Trust Fund on a monthly basis to participating units of local government in accordance with Chapter 218, Part VI, Florida Statutes.

To be eligible to participate in the Half-Cent Sales Tax Program, each municipality and county is required to comply with a variety of state-mandated requirements. The City has always complied with such requirements.

The Half-Cent Sales Tax Revenues collected within a county and deposited in the Sales Tax Trust Fund are distributed among the county and the eligible municipalities therein in accordance with the following formula:

$$\text{County Share (percentage of total Half-Cent Sales Tax Revenues)} = \frac{\text{unincorporated area population} + \text{2/3 incorporated area population}}{\text{total county population} + \text{2/3 incorporated area population}}$$

$$\text{Each Municipality Share (percentage of total Half-Cent Sales Tax Revenues)} = \frac{\text{municipality population}}{\text{total county population} + \text{2/3 incorporated area population}}$$

For purposes of the foregoing formula, "population" is based upon the latest official State estimate of population certified prior to the beginning of the local government Fiscal Year. Should any unincorporated area of the County become incorporated as a municipality, the share of the Half-Cent Sales Tax Revenues received by the City would be reduced. Should the City annex any area or should any area of the City de-annex from the City, the share of the Half-Cent Sales Tax Revenues received by the City would be respectively increased or decreased according to the foregoing formula.

Below are the estimated distribution percentages of the Half-Cent Sales Tax Revenues for the County, the City and the other municipalities within the County for the Fiscal Year ending September 30, 2024:

Local Government
Half-Cent Sales Tax Distribution Percentages
for Fiscal Year Ending
September 30, 2024

County/Municipality	Distribution Percentage
Bradenton	12.01%
Manatee County	83.51
Other Cities[(1)]	4.48

[(1)] Consists of five other cities.
Source: State of Florida Department of Revenue.

The amount of Half-Cent Sales Tax Revenues distributed to the City is subject to increase or decrease due to (1) more or less favorable economic conditions, (2) increases or decreases in the dollar volume of taxable sales within the County, (3) legislative changes relating to the half-cent sales tax program, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of sales tax revenue deposited into the sales tax trust fund, (4) the relative population of the City compared to the population of the unincorporated areas of the County and of the other municipalities therein, and (5) other factors which may be beyond the control of the City, including but not limited to, the increasing use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State and then distributed to the City.

Infrastructure Sales Surtax. Pursuant to Chapter 212, Florida Statutes, counties are authorized to levy a local discretionary sales surtax (also commonly known as the infrastructure sales surtax) of an additional one-half percent (1/2%) or one percent (1%) pursuant to an ordinance enacted by a majority of the members of the board of county commissioners and approved by referendum. Chapter 212, Florida Statutes, provides that the levy on such surtax may be extended upon approval of a majority of the electors of the County voting in a referendum on the discretionary sales surtax.

[The infrastructure sales surtax revenues are amounts paid to the City pursuant to the one-half percent (0.5%) sales surtax imposed by the County on residents within the County ("Sales Surtax Revenues") and approved at a referendum held in November 2016. The Sales Surtax Revenues are to be distributed among the municipalities within the County pursuant to the Interlocal Agreement, as described below. Unless extended pursuant to another referendum, said sales surtax expires December 31, 2031. The City's Sales Surtax Revenues are restricted legally or by City Council policy for specific capital improvement projects, and thus may only be used with respect to certain capital projects.**]**

Generally, the proceeds of the infrastructure sales surtax may only be expended to finance, plan and construct "infrastructure," which is defined as including fixed capital expenditures or fixed capital costs associated with the construction, reconstruction or improvement of public facilities which have a life expectancy of five or more years and any land acquisition, land improvement, design and engineering costs related thereto. Pursuant to Section 212.055(2)(e), Florida Statutes, as amended, counties receiving discretionary sales surtax proceeds may pledge such proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law.

Section 212.055(2)(d), Florida Statutes, expressly states that neither the proceeds from the infrastructure sales surtax nor the interest accrued thereon shall be used for operational expenses of any infrastructure. Further restrictions prohibit counties from using the infrastructure sales surtax to replace or supplant user fees or to reduce ad valorem taxes. The surtax applies to all transactions in the County that are subject to State sales tax imposed on sales, use, rentals, admissions, and other transactions under Chapter 212,

Florida Statutes, and on communication services. The surtax does not apply to the sales amount of tangible personal property greater than $5,000 or to long distance telephone service.

FDOR has the responsibility to administer, collect, and enforce the discretionary sales surtax. Pursuant to Section 212.054(4)(b), Florida Statutes, the proceeds of the County's discretionary sales surtax collections are transferred to the Discretionary Sales Surtax Clearing Trust Fund. A separate account in the trust fund is established for each county imposing such a surtax. FDOR is authorized to deduct up to 3% of the total revenue generated for all counties levying a surtax for administrative costs. The amount deducted for administrative costs is required to be used only for those costs solely and directly attributable to the surtax. The total administrative costs are prorated among those counties levying the surtax on the basis of the amount collected for a particular county to the total amount collected for all counties. Historically, FDOR has deducted less than 1.0% for administrative costs.

Pursuant to Section 212.15, Florida Statutes, vendors are required to remit sales tax receipts (including proceeds of any discretionary sales surtax) by the twentieth (20th) day of the month immediately following the month of collection. No statute prescribes a deadline for remitting surtax proceeds from FDOR to the local governing bodies. However, according to the accounting division of FDOR, FDOR consistently remits the surtax proceeds to such local governing bodies by the end of the month immediately following receipt by FDOR.

Pursuant to Chapter 212, Part I, Florida Statutes, the Sales Surtax Revenues are to be distributed by FDOR among the County and all of the municipalities within the County (collectively, the "Municipalities"), either (i) in accordance with the formula provided under Section 218.62, Florida Statutes, or (ii) pursuant to an interlocal agreement between the County and the governing bodies of the municipalities representing a majority of the population of the County. **[**The County currently distributes the Sales Surtax Revenues to the Municipalities in accordance with the formula provided under Section 218.62, Florida Statutes.**]**

The total amount of Sales Surtax Revenues collected within the County and distributed to the City is subject to increase or decrease due to increases or decreases in the dollar volume of taxable sales within the County, which, in turn, is subject to among other things, (i) legislative changes which may include or exclude from taxation sales of particular goods or services, and (ii) changes in the dollar volume of purchases in the County, which is affected by changes in population and economic conditions. The potential for increased use of electronic commerce and other internet-related sales activity could have a material adverse impact upon the amount of Sales Surtax Revenues collected by the County and distributed to the City.

[The Sales Surtax Revenues received by the City are deposited into the City's Half-Cent Infrastructure Surtax Fund (a Governmental Fund of the City) used to account for the receipt, custody and expenditure of Sales Surtax Revenues. As such, a special public hearing would be required for the City's Sales Surtax Revenues to be available to pay debt service on the Series 2024 Bonds.**]**

[The infrastructure sales surtax, unless renewed, expires prior to the final maturity of the Series 2024 Bonds. There can be no assurance that the extension of the infrastructure sales surtax will be enacted and approved at referendum.**]**

State Revenue Sharing Funds. A portion of the taxes levied and collected by the State is shared with local governments under provisions of Chapter 218.215, Florida Statutes. To be eligible for State Revenue Sharing Funds beyond the minimum entitlement, a local government must comply with a variety of state mandated requirements. **[**The City has always complied with such requirements.**]**

The amount distributed to any one municipality from the State Revenue Sharing Trust Fund for Municipalities (the "Revenue Sharing Trust Fund") is calculated using a formula consisting of the following equally weighted factors: an adjusted population factor, a sales tax collection factor, and a relative revenue-raising ability factor. The adjusted population factor means the proportion of the municipality's population to the total population of all eligible municipalities, as adjusted by certain statutorily set factors which are also based on the municipality's population. The sales tax collection factor means the proportion of the sales tax collected within a municipality to the total sales tax collected within all eligible municipalities, as determined by allocating sales tax collected within the county to the municipality on the basis of the proportion of the municipality's population to the total population of the county. The revenue-raising ability factor means the municipality's ability to raise revenue relative to other eligible municipalities in the State.

Each eligible municipality is entitled to receive minimum amounts of State Revenue Sharing Funds, known as the "guaranteed entitlement" and the "minimum entitlement." The guaranteed entitlement is correlated to amounts received by such municipality from certain taxes on cigarettes, roads and motor fuel in the State Fiscal Year 1971-1972. The minimum entitlement is intended to allow local governments to receive amounts necessary to meet certain specified obligations. The funds remaining in the Revenue Sharing Trust Fund after the distribution of the guaranteed entitlement and the minimum entitlement are referred to as "growth monies" that are further distributed to eligible municipalities (the "Growth Monies").

There are no restrictions on the use of the guaranteed entitlement, minimum entitlement or the Growth Monies; however, there are restrictions on the amount of funds that can be specifically pledged for indebtedness. A municipality is allowed to pledge the full amount of its guaranteed entitlement revenues. In addition, a municipality can assign, pledge, or set aside as a trust for the payment of principal or interest on bonds or any other

form of indebtedness an amount up to 50% of the State Revenue Sharing Funds (including Growth Monies) received by it in the prior State fiscal year.

Currently, the sources of revenues that are deposited into the Revenue Sharing Trust Fund for municipalities consist of certain State sales taxes and fuel taxes.

[*Mobile Home Licenses*. Section 320.08, Florida Statues, imposes an annual license tax in lieu of ad valorem taxes upon mobile homes which are not permanently affixed to real property. The annual license taxes are remitted by the Tax Collector to the State. Pursuant to Section 320.081 Florida Statutes, after deduction of a service charge for each license issued, the State remits to the City one-half of the balance of such taxes derived from licenses issued to mobile homes located within the City. The State remits such funds to the City on a monthly basis.

Alcoholic Beverage Licenses. Pursuant to Sections 561.14(6), 563.02, 564.02, 565.02(1), (4) and (5) and 565.03, Florida Statutes, the State levies license taxes on vendors, manufacturers and distributors of beer, wine and liquor. Section 561.342, Florida Statutes, requires that 38% of such taxes collected within the City be returned to the City. Distributions are made to the City on a monthly basis. **]**

Permits and Fees

[*Franchise Fees*. The City's Franchise Fees currently consist of all monies and fees received by the City as a result of franchises granted by the City to utility companies to be providers of its services within the City. The City currently has franchise agreements for electricity and gas. Presently, the City receives a majority of its Franchise Fee revenues from Florida Power & Light ("FP&L") pursuant to a __-year franchise granted by the City to FP&L pursuant to Ordinance No. _____ enacted by the City on _____, 20__ (the "FP&L Agreement"). Additionally, the City receives gas Franchise Fee revenues from _____ pursuant to Ordinance No. _____ enacted by the City on _____, 20__, that expires on _____, 20__ with two additional __-year renewal periods and from _____, pursuant to Ordinance No. _____ enacted by the City on _____, 20__, that expires on _____, 20__ with two additional __-year renewal periods.

The FP&L Agreement is scheduled to terminate in _____, 20__ prior to the final maturity of the Series 2024 Bonds. Although the City currently intends to take all action necessary to extend or renew the FP&L Agreement prior to its expiration, or to seek a new or additional franchisees for the provision of such services, there is no assurance that such franchises will be extended or renewed or that the City will be successful in seeking new or additional franchisees. There is also no guarantee that either of these services will continue to be provided by private entities in the future rather than by governmental entities, including the City, in which case no Franchise Fees would be received. Additionally, continued receipt of all of the Franchise Fees is dependent upon the continued

financial viability of the City's franchisees and the continued need by the City's citizens for the services provided.**]**

[Franchise fees received by the City are deposited to the credit of the General Fund and may be used for any lawful purpose.**]**

Other Permits and Fees. The City receives revenues that are that are derived from charges imposed and collected with respect to a variety of permits and fees granted within the City, including but not limited to application, inspection and permit fees for site plan reviews, construction and renovation projects, landscaping, plumbing, electrical and other improvements.

[The City also imposes special assessments for various capital projects and operations, the use of such fees are limited to the capital project and/or operations for which they were levied. None of the revenues received from special assessments will be available to pay debt service on the Series 2024 Bonds.**]**

Charges for Services

Revenues resulting from the City's charges for services are reflected in this category and include those charges received from private individuals or other governmental units. The revenues received from these charges for services are typically used to support related services. The City generally divides these charges for services into four general categories: general government, public safety, culture and recreation and administrative.

Miscellaneous Revenues

This category includes a variety of revenues including recoveries, reimbursements and sales of assets.

Ad Valorem Taxes

The Series 2024 Bonds are secured by the City's covenant to budget and appropriate Non-Ad Valorem Revenues in the manner and to the extent provided in the Resolution, as described under "SECURITY FOR THE SERIES 2024 BONDS" herein, and are not payable from ad valorem taxation. However, the ability of the City to pay the Series 2024 Bonds is subject to a variety of factors, including the obligation of the City to provide governmental services and the provisions of Florida law which require the City to have a balanced budget. The holders of the Series 2024 Bonds do not have a lien on Non-Ad Valorem Revenues, other than the Pledged Revenues for the payment of debt service until such Non-Ad Valorem Revenues, if any, are deposited to the funds and accounts established under the Resolution.

Although the Series 2024 Bonds are not payable from ad valorem taxation, approximately **[**46**]**% of governmental fund revenues which were collected by the City in

Fiscal Year 2023 were derived from ad valorem taxes. To the extent that the future collection of ad valorem tax revenues is adversely affected, a larger portion of Non-Ad Valorem Revenues would be required to balance the budget and provide governmental services. This could impact the City's ability to pay debt service on the Series 2024 Bonds.

The City is permitted by the Florida Constitution to levy ad valorem taxes at a rate of up to $10 per $1,000 of assessed valuation for general governmental expenditures. The City's General Fund ad valorem tax millage rate for the Fiscal Year ending September 30, 2024 is **[**5.8351**]** per $1,000. The City is also permitted by the Florida Constitution to levy ad valorem taxes above the $10 per $1,000 limitation to pay debt service on general obligation long-term debt if approved by a voter referendum. The City currently does not have any general obligation debt outstanding.

Budget Process

The City begins the budget process each February for the ensuing Fiscal Year (October 1 to September 30) with the distribution of budget request forms and instructions to departments and division heads. City division heads and elected officers submit their proposed expenditures beginning in April for compilation no later than July 1 of each year and each submission is matched against available revenues. A balanced, proposed budget is presented to the City Council for review within 15 days of receipt of an assessed value certification from the County's Property Appraiser which is due by July 1. A tentative budget is thereupon adopted within 15 days.

Subsequent to public hearings, a final budget is adopted. The final budget for the Fiscal Year ending September 30, 2024 was adopted by the City Council on **[**September 20, 2023**]**. Final millage rates are adopted, usually by late September, and the County's Tax Collector prepares tax bills for mailing on or after November 1. Upon valid adoption, all expenditures in the budget constitute appropriations, and amendments to the budget can be made only in accordance with the provisions of Chapter 129, Florida Statutes, as amended, and such chapter provides that expenditures in excess of total fund budgets are unlawful.

Historical Revenues and Expenditures of Governmental Funds

The following table shows information regarding total revenues and expenditures within the Governmental Funds for the City's Fiscal Years ended September 30, 2018 through and including September 30, 2023. The amounts shown for Fiscal Years 2018-2023 are derived from audited financial statements. The table is not intended to represent revenues of the City which would necessarily be available to pay debt service on the Series 2024 Bonds. The table is intended to provide general historical information regarding the City's Governmental Funds, from which the City is obligated to budget and appropriate sufficient Non-Ad Valorem Revenues to pay debt service on the Series 2024 Bonds, subject

to the conditions set forth in the Resolution and described herein. See "SECURITY FOR THE SERIES 2024 BONDS" herein.

The table includes both Non-Ad Valorem Revenues, ad valorem property taxes and non-ad valorem revenues that are restricted or otherwise not available to pay debt service on the Series 2024 Bonds that are accounted for in the Governmental Funds of the City. As noted previously, the Series 2024 Bonds are only payable from Non-Ad Valorem Revenues budgeted and appropriated in accordance with the applicable provisions of the Resolution. While the Series 2024 Bonds are not secured by or payable from ad valorem property taxes, such taxes may be used to pay for expenditures allocable to the Governmental Funds. To the extent ad valorem taxes are negatively impacted, the City may be required to use more Non-Ad Valorem Revenues to pay for expenditures, including those for essential public purposes. Future legislative or constitutional changes adversely impacting ad valorem tax collections could require the City to use more Non-Ad Valorem Revenues for payment of expenditures.

The ability of the City to appropriate Non-Ad Valorem Revenues in sufficient amounts to pay the principal of and the interest on the Series 2024 Bonds is subject to a variety of factors, including the City's responsibility to provide for the payment of essential services relating to the health, welfare and safety of the inhabitants of the City or which are mandated by applicable law and the obligation of the City to have a balanced budget. No representation is being made by the City that any particular Non-Ad Valorem Revenue source will be available in future years, or if available, will be budgeted to pay debt service on the Series 2024 Bonds.

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City of Bradenton, Florida
Historical Revenues and Expenditures

	Fiscal Year Ended September 30,				
	2019	2020	2021	2022	2023
Revenues					
Taxes	$38,768,710	$38,660,277	$45,504,639	$49,401,924	$54,775,085
License and permits	1,985,367	1,513,016	1,597,118	1,275,165	1,713,584
Intergovernmental revenues	5,399,564	2,141,739	2,828,353	3,377,053	9,546,011
Impact fees	1,103,584	1,220,204	415,461	782,633	593,571
Shared revenues	4,185,236	3,960,356	4,567,543	5,151,670	5,300,415
Payments in lieu of taxes	78,440	80,914	76,329	75,642	95,038
Charges for services	3,606,128	3,471,345	3,193,256	3,088,021	3,632,198
Fines and forfeitures	128,473	126,744	132,201	112,580	125,229
Investment and investment earnings (losses)	3,148,306	2,272,240	174,046	(2,374,049)	4,831,917
Rents	916,431	732,215	750,184	833,430	996,572
Franchise fees	3,336,466	3,254,699	3,064,476	3,842,218	4,358,300
Miscellaneous	319,921	4,463,075	625,157	810,385	910,350
Special assessments, property owners	133,677	122,059	311,943	648,977	703,813
Total revenues	63,110,303	62,018,883	63,240,706	67,025,649	87,582,083
Expenditures					
Current					
General government	7,322,942	7,772,612	8,375,761	10,510,851	14,211,539
Public safety	26,582,774	27,307,537	28,658,938	28,922,260	31,320,531
Transportation	4,337,619	4,292,788	3,882,796	4,151,990	4,378,360
Economic environment	3,124,111	3,026,578	3,036,559	2,070,657	1,669,123
Culture and recreation	1,491,049	1,449,640	1,665,703	1,644,397	2,147,331
Debt service:					
Principal	2,034,137	1,245,300	2,001,955	1,158,689	1,222,474
Interest	1,064,806	989,152	1,004,019	848,542	802,297
Fees and expenditures	485	485	485	725	566
Capital Outlay	6,885,336	8,623,292	9,110,063	14,713,572	19,154,250
Total expenditures	52,843,259	54,707,384	57,736,279	64,021,683	74,906,471
Excess (deficiency) of revenues over (under) expenditures	10,267,044	7,311,499	5,504,427	3,003,966	12,675,612
Other Financing Sources (Uses)					
Transfers from other funds	9,273,981	3,969,751	14,577,361	6,042,934	7,022,958
Transfers to other funds	(9,800,152)	(4,244,357)	(16,026,977)	(6,698,096)	(7,519,682)
Sale of capital assets	116,667	741,563	239,415	-	143,242
Total other financing sources (uses)	(409,504)	466,957	(1,210,201)	(655,162)	(353,482)
Net change in fund balances	9,857,540	7,778,456	4,294,226	2,348,804	12,322,130
Fund balances, beginning	66,575,590	76,433,130	84,211,586	88,505,812	90,854,616
Fund balances, ending	$76,433,130	$84,211,586	$88,505,812	$90,854,616	$103,176,746

Source: City of Bradenton, Florida Annual Comprehensive Financial Report for Fiscal Years ended September 30, 2019-23.

EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS

Plan Descriptions

The City has two pension funds (one for firefighters and one for police officers) and also participates in two defined benefit pension plans for all other employees that are administered by the State, Department of Management Services, Division of Retirement. The fair value of the Police Pension Fund and Firefighters Pension Fund as of September 30, 2023 was $86.0 million and $67.6 million, respectively. See Note J in "APPENDIX B – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023" hereto for information regarding the firefighters' and police officers' pension plans. The description that follows relates solely to the other employees' pension plans. The plans provide retirement, disability, or death benefits to retirees or their designated beneficiaries. Chapter 121, Florida Statutes, establishes the authority for benefit provisions. Changes to the law can only occur through an act of the Florida Legislature. The State issues a publicly available financial report that includes financial statements and required supplementary information for the plans. That report is available from the Florida Department of Management Services' website (www.dms.myflorida.com).

The Florida Retirement System ("FRS") Pension Plan is a cost-sharing, multiple-employer defined benefit pension plan with a Deferred Retirement Option Program ("DROP") available for eligible employees. The FRS was established and is administered in accordance with Chapter 121, Florida Statutes. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state college, or district school board, unless restricted from FRS membership under Sections 121.053 or 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation by cities, municipalities, special districts, charter schools, and metropolitan planning organizations is optional.

The Retiree Health Insurance Subsidy ("HIS") Program is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. To be eligible to receive a HIS benefit, a retiree under a state administered retirement system must provide proof of eligible health insurance coverage, which can include Medicare.

Benefits Provided

Benefits under the FRS Pension Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service

is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings.

The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

Senate Bill 7024 increased the level of monthly benefits from $5.00 multiplied by years of service to $7.50, with an increased minimum of $45 and maximum of $225. This change applies to all years of service for both members currently in pay and members not yet in pay.

The contribution requirements of plan members and the employer are established and may be amended by the Florida Legislature. Employees are required to contribute 3.00% of their salary to the FRS Pension Plan. The employer's contribution rates as of September 30, 2023, were as follows:

	FRS	HIS
Regular Class	11.57%	2.00%
Special Risk Class	30.67	2.00
Senior Management Service Class	32.52	2.00
Elected Officials	56.68	2.00
DROP from FRS	19.13	2.00

The City's contributions for the year ended September 30, 2023, were $**[**1,973,132**]** to the FRS Pension Plan and $**[**306,837**]** to the HIS Program.

Pension Liabilities and Pension Expense

In its financial statements for the year ended September 30, 2023, the City reported a liability for its proportionate share of the net pension liability of the FRS Pension Plan and its proportionate share of the net pension liability of the HIS Program. The net pension liabilities were measured as of June 30, 2023. The City's proportions of the net pension liabilities were based on its share of contributions to the pension plans relative to the contributions of all participating entities, actuarially determined.

	FRS	HIS	Investment Plan
Net Pension Liability Proportion at:	$16,343,562	$7,407,797	N/A
Current Measurement Date	0.041015961%	0.046644660%	N/A
Prior Measurement Date	0.039063199%	0.044492198%	N/A
Pension Expense	$3,663,085	$2,859,374	$_____

Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	FRS		HIS	
Description	**Deferred Outflows of Resources**	**Deferred Inflows of Resources**	**Deferred Outflows of Resources**	**Deferred Inflows of Resources**
Difference Between Expected and Actual Experience	$1,534,519	-	$108,445	$17,387
Changes of Assumptions	1,065,409	-	194,749	641,911
Net Difference between Projected and Actual Earnings on Pension Plan Investments	682,551	-	3,825	-
Changes of Proportion and Difference Between City Pension Plan Contributions and Proportionate Share of Contributions	887,971	$30,194	325,438	43,206
City Pension Plan Contributions Subsequent to the Measurement Date	492,886	-	85,530	-
Total	$4,663,336	$30,194	$717,987	$702,504

Deferred outflows of resources related to employer contributions paid subsequent to the measurement date and prior to the employer's fiscal year-end will be recognized as a reduction of the net pension liability in the reporting period ending September 30, 2023. Other pension-related amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year Ending September 30	**FRS Amount**	**HIS Amount**
2024	$564,264	$(12,239)
2025	(223,559)	(7,421)
2026	3,385,842	(12,346)
2027	321,627	(24,216)
2028	92,082	(12,828)
Thereafter	-	(997)
Total	**$4,140,256**	**$(70,047)**

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Actuarial Assumptions

The total pension liability for each of the defined benefit plans was measured as of June 30, 2023. The total pension liability for the FRS Pension Plan and HIS Program was determined by an actuarial valuation dated July 1, 2022.

The individual entry age normal actuarial cost method was used for each plan, along with the following significant actuarial assumptions:

	FRS	HIS
Inflation	2.40%	2.40%
Salary Increases including inflation	3.25	3.25
Investment Rate of Return	6.70	3.65
Discount Rate	6.70	3.65

Mortality assumptions for FRS Pension Plan and HIS Plan were based on the PUB-2010 base table varying by member category and sex, projected generationally with Scale MP-2018.

For both plans, the actuarial assumptions were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation[(1)]	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.9%	2.9%	1.1%
Fixed Income	19.8	4.5	4.4	3.4
Global Equity	54.0	8.7	7.1	18.1
Real Estate	10.3	7.6	6.6	14.8
Private Equity	11.1	11.9	8.8	26.3
Strategic Investments	3.8	6.3	6.1	7.7
Assumed Inflation – Mean	-	-	2.4	1.4

[(1)] As Outlined in the Plan's Investment Policy.

Discount Rate. The discount rate used to measure the total pension liability for the FRS Pension Plan was 6.70%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The discount rate used to measure the total pension liability for the HIS Pension Plan was 3.65%, which increased from 3.54%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

The following changes in actuarial assumptions occurred in 2023:

- HIS—The municipal bond index rate and the discount rate used to determine the total pension liability increased from 3.54% to 3.65%.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the employer's proportionate share of the net pension liability if the discount rate was 1.00% higher or 1.00% lower than the current discount rate.

FRS

	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% Increase (7.70%)
City's Proportionate Share of the Net Pension Liability	$27,918,132	$16,343,562	$6,660,050

HIS

	1% Decrease (2.65%)	Current Discount Rate (3.65%)	1% Increase (4.65%)
City's Proportionate Share of the Net Pension Liability	$8,451,140	$7,407,797	$6,542,935

Pension Plan Fiduciary Net Position. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report.

FRS - Defined Contribution Pension Plan

Pursuant to Chapter 121, Florida Statutes, the Florida Legislature created the Florida Retirement Investment Plan (the "FRS Investment Plan"), a defined contribution pension plan qualified under Section 401(a) of the Internal Revenue Code. The FRS Investment Plan is an alternative available to members of the FRS in lieu of the defined benefit plan. There is a uniform contribution rate covering both the defined benefit and defined contribution plans, depending on membership class. Required employer contributions made to the plan during the year ended September 30, 2023, totaled $_____.

OTHER POST EMPLOYMENT BENEFITS

Plan Description

The City's Retiree Health Care Plan (the "Plan") is a single employer defined benefit postemployment health care plan that covers eligible retired employees of the City. The Plan, which is administered by the City, allows employees who retire and meet retirement eligibility requirements under one of the City's retirement plans to continue health insurance coverage as a participant in the City's plan. For purposes of applying Paragraph 4 under GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, the Plan does not meet the requirements for an OPEB plan administered through a trust.

Benefits Provided

A retired employee and his or her spouse and eligible dependents are eligible to continue health insurance identical to active employees if they meet the eligibility for retirement under the applicable retirement plan. The retiree is responsible for paying the entire monthly premium for health coverage and that of any covered spouse or eligible dependents. Medicare is assumed to become primary upon attainment of age 65. This conforms to the minimum required of Florida governmental employers per Chapter 112.0801, Florida Statutes. The OPEB Plan does not issue a stand-alone report.

At September 30, 2023, the date of the latest actuarial valuation, plan participation consisted of:

Active Employees	176
Retirees and Beneficiaries Receiving Benefits	425
	601

Funding Policy

For the OPEB Plan, contribution requirements of the City are established and may be amended through action from the City Council. To-date, the City has followed a pay-as-you-go funding policy, contributing only those amounts necessary to provide for its

portion of current year benefit cost and expenses. There is no separate Trust fund or equivalent into which the City would make contributions to advance-fund the obligation. Therefore, ultimate subsidies which are provided over time are financed directly by general assets of the City, which are invested in very short-term fixed income instruments according to its current investment policy. The discount rate is based on the S&P Municipal 20 Year High Grade Rate Index. The discount rate is 4.63% as of the September 30, 2023, value of the index.

Total OPEB Liability

The City's total OPEB liability of $**[**16,986,347**]** was measured as of September 30, 2023. The actuarial valuation date was September 30, 2022.

Changes in the Total OPEB Liability

Total OPEB Liability, Beginning of Year	**$24,060,790**
Service Cost	689,598
Interest on Total OPEB Liability	1,053,597
Changes of Benefit Terms	-
Difference between Expected and Actual Experience	724,342
Change of Assumptions and Other Inputs	(7,931,990)
Benefit Payments	(1,609,990)
Net Change in Total OPEB Liability	(7,074,443)
Total OPEB Liability, End of Year	**$16,986,347**

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate. The following table presents the total OPEB liability of the City as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease 3.63%	Current Discount Rate 4.63%	1% Increase 5.63%
Total OPEB Liability	$18,587,718	$16,986,347	$15,630,363

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates. The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower or one percentage point higher than the current healthcare cost trend rates:

	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Total OPEB Liability	$16,082,536	$16,986,347	$18,083,926

OPEB Expense, Deferred Outflows and Deferred Inflows of Resources Related to OPEB. For the fiscal year ended September 30, 2023, the City recognized OPEB expense of $**[**465,470**]**. At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Outflows of Resources
Changes in Assumptions and Other Inputs	$630,272	$669,356	$(39,084)
Difference Between Expected and Actual Experience	2,758,561	12,522,550	(9,763,989)
Total	**$3,388,833**	**$13,191,906**	**$(9,803,073)**

Amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30	Amount
2024	$(1,277,725)
2025	(1,192,094)
2026	(1,402,427)
2027	(1,669,456)
2028	(1,836,943)
Thereafter	(2,424,428)
Total	$(9,803,073)

Actuarial methods and assumptions include the following:

Actuarial valuation date:	September 30, 2022
Measurement Date:	September 30, 2023
Roll Forward Disclosure:	The total OPEB liability was rolled forward from the September 30, 2022 valuation date to the September 30, 2023 measurement date using standard actuarial techniques.
Actuarial Cost Method:	Entry Age Normal
Normal Inflation:	2.50%
Discount Rate:	4.63%

Projected Salary Increases:	General Employees: Salary increase rates used for Regular Class members in the July 1, 2022 actuarial valuation of the Florida Retirement System; 3.4% - 7.8%, including inflation. Police and Fire: Salary increase rates based on those used in the respective October 1, 2022 actuarial valuations of the City's pension plans.
Retirement Age:	Experience-based table of rates that are specific to the type of eligibility condition and employment class.
Mortality:	Mortality rates are the same as used in the July 1, 2022 actuarial valuation of the Florida Retirement System for non-K-12 Instructional Regular Class and Special Risk Class members. These rates were taken from adjusted Pub-2010 mortality tables published by the Society of Actuaries with generational mortality improvements using Scale MP-2018. Adjustments to referenced tables are based on the results of a statewide experience study covering the period 2013 through 2018.
Healthcare Cost Trend Rate:	Based on the Getzen Model, with trend rates starting at 6.50% for per capita costs and 56.4% for premiums (to reflect actual premiums) for the year beginning in 2023, followed by 6.25% for the year beginning in 2024 and gradually decreasing to an ultimate trend rate of 4.00%.
Aging Factors:	Based on the 2013 SOA Study "Health Care Costs - From Birth to Death."
Expenses:	Administrative expenses are included in the per capita health costs.

Changes of Assumptions reflect a change in the discount rate from **[**4.40**]**% at the beginning of the measurement period to **[**4.63**]**% as of September 30, 2023.

RISK FACTORS

The purchase of the Series 2024 Bonds involves a degree of risk, as is the case with all investments. Factors that could affect the County's ability to perform its obligations under the Resolution, including the timely payment of principal of and interest on the Series 2024 Bonds, include, but are not limited to, the following:

1. There is no assurance that any rating assigned to the Series 2024 Bonds by the rating agencies will continue for any given period of time or that it will not be lowered or withdrawn entirely by such rating agency, if in its judgment, circumstances warrant. A

downgrade change in or withdrawal of any rating may have an adverse effect on the market price of the Series 2024 Bonds.

2. In the event of a default in the payment of principal of and interest on the Series 2024 Bonds, the remedies of the owners of the Series 2024 Bonds are limited under the Resolution and may be further limited under Florida law.

3. The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on communities including the City. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change, generally discussed below), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage local infrastructure that provides essential services to the City. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs. The City is located on the west coast of Florida and the City has experienced damage from hurricanes in the past. **[**Most recently, Hurricane Ian made landfall near Fort Myers Beach, Florida as a Category 4 hurricane on September 28, 2022, moved northeast through the State and the City experienced some damage to residential, commercial and governmental property.**]**

4. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, sea levels may rise, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. Sea levels may continue to rise in the future due to the increasing temperature of the oceans causing thermal expansion and growing ocean volume from glaciers and ice caps melting into the ocean. The City is unable to predict whether sea level rise or other impacts of climate change will occur, when they may occur, and if any such events occur, whether they will have a material adverse effect on the business operations or financial condition of the City. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City. The City maintains, in the General Fund committed fund balance, not less than 10% of the total budgeted operating expenditures of the current Fiscal Year to be used as an Emergency and Disaster Reserve in accordance with the City's fund balance policy. The City has also received a State grant to complete a stormwater project on the east side of the City to address ongoing drainage issues in that part of the City.

5. Computer networks and systems used for data transmission and collection are vital to the efficient operations of the City. City systems provide support to departmental operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process

information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to department operations and the provision of citizen services. Increasingly, governmental entities are being targeted by cyberattacks (including, but not limited to, hacking, viruses, malware and other attacks on computers and other sensitive digital networks and systems) seeking to obtain confidential data or disrupt critical services or to receive significant ransom payments. A rapidly changing cyber risk landscape may introduce new vulnerabilities and avenues that attackers/hackers can exploit in attempts to cause breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Additionally, the City's computer networks and systems routinely interface and rely on third party systems that are also subject to the risks previously described. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there. The potential disruptions, access, modification, disclosure or destruction of data could result in interruption of the efficiency of City commerce, initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruptions in operations and the services provided, expenditures to repair and restore service and/or for ransom payments and the loss of confidence in City operations, ultimately adversely affecting City revenues.

The City has a comprehensive cyber security program that is built on in-depth policies that align with the Natural Institute of Standards and Technology cybersecurity framework. This approach ensures that the City has cyber security awareness organization-wide and practices it throughout the City's technology lifecycle. Some of the focus areas include perimeter defense, endpoint security, data protection, application security, and security awareness training, among others. The program is managed by the Information Technology Department, a team of cyber security professionals dedicated to these cyber security key functions who report to the City administrator's office. The City operates in a "zero trust" model and applies its security controls accordingly. The City also applies cyber security practices in its procurement process and in the event of disaster, the City maintains cyber security insurance coverage.

6. The outbreak of the highly contagious COVID-19 pandemic in the United States in March 2020 generally had a disruptive financial impact on local, state and national economies around the country, including without limitation fueling inflation and creating supply chain issues. There can be no guarantee that State and/or local shut downs or closures similar to those implemented in 2020 will not happen in the future. It is possible the United States, including the State and the City, may experience increased COVID-19 cases, hospitalizations, and deaths as a result of current or future variants, or may experience a new viral pandemic, which could, in turn, impact State and local government finances. To date, the City has received approximately $10.8 million in funds under the American Rescue Plan Act.

Prospective purchasers of the Series 2024 Bonds should review carefully all of the provisions of the Resolution the form of which is included in APPENDIX C attached to this Official Statement.

LITIGATION

[To be reviewed by City Attorney**]**

There is not now pending any litigation restraining or enjoining the issuance or delivery of the Series 2024 Bonds or questioning or affecting the validity of the Series 2024 Bonds or the proceedings and authority under which they are to be issued. Neither the creation, organization or existence of the City, nor the title of the present Councilmembers or other officials of the City to their respective offices is being contested. There is no litigation pending which in any manner questions the right of the City to implement its plan of finance in accordance with the provisions of the Resolution, the City Charter, and the laws of the State.

The City experiences routine litigation and claims incidental to the conduct of its affairs and the operations of the City. The City is self-insured for general comprehensive liability, workers compensation, automobile liability, and certain risks associated with public officials' liability. These exposures and pending claims are defended by experienced defense counsel and, if necessary, are anticipated to be paid by the self-insurance fund, which is adequate for satisfying customary claims. In the opinion of the City Attorney, there are no lawsuits presently pending or threatened, which would impair the City's ability to perform its obligations, financial or otherwise, with respect to the Series 2024 Bonds.

LEGAL MATTERS

Certain legal matters in connection with the authorization and issuance of the Series 2024 Bonds are subject to the approval of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters with respect to the City will be passed upon by Blalock Walters, P.A., Bradenton, Florida, City Attorney and certain disclosure matters will be passed upon by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by its Counsel, Nelson Mullins Riley & Scarborough LLP, Orlando, Florida.

The proposed text of the legal opinion of Bond Counsel is set forth in APPENDIX D. The actual legal opinion may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of this Official Statement or otherwise shall create no implication that subsequent to the date of the opinion Bond Counsel has reviewed or expresses any opinion concerning any matters referenced in the opinion. Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based

on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement the opinion to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective.

The legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX D attached hereto, the interest on the Series 2024 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not a specific item of tax preference for federal income tax purposes under existing statutes, regulations, rulings and court decisions; provided, however, with respect to certain corporations, interest on the Series 2024 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Failure by the County to comply subsequently to the issuance of the Series 2024 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2024 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2024 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The City has covenanted in the Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2024 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2024 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2024 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2024 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2024 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should be aware that the ownership of the Series 2024 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2024 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2024 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2024 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2024 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2024 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2024 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

Interest on the Series 2024 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2024 Bonds should consult their own tax advisors as to the income tax status of interest on the Series 2024 Bonds in their particular state or local jurisdictions.

The Inflation Reduction Act, H.R. 5376 (the IRA), was passed by both houses of the U.S. Congress and was signed by the President on August 16, 2022. As enacted, the IRA includes a 15 percent alternative minimum tax to be imposed on the "adjusted financial statement income," as defined in the IRA, of certain corporations for tax years beginning after December 31, 2022. Interest on the Series 2024 Bonds will be included in the "adjusted financial statement income" of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning the Series 2024 Bonds.

During prior years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2024 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of

obligations similar to the Series 2024 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2024 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2024 Bonds.

Tax Treatment of Original Issue Discount

Certain of the Series 2024 Bonds (the "Discount Bonds") may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which initial offering price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Discount Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. An initial purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bonds and will increase the adjusted basis in such Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

Tax Treatment of Bond Premium

Certain of the Series 2024 Bonds (the "Premium Bonds") may be offered and sold to the public at an initial offering price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable

bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Series 2024 Bonds upon a monetary or covenant default under the Resolution are in many respects based upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by the Federal bankruptcy code, the Resolution and the Series 2024 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments, by limitations imposed by general principles of equity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

RATINGS

Moody's Investors Service has assigned its municipal bond rating of "**[**___**]**" with respect to the Series 2024 Bonds. The rating reflects only the views of said rating agency and an explanation of the significance of the rating may be obtained only from said rating agency at the following address: Moody's Investors Service, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. There is no assurance that the rating will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by said rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2024 Bonds. Neither the City nor the Underwriter has any obligation or duty to oppose any proposed downward revision or withdrawal of such rating.

UNDERWRITING

The Series 2024 Bonds are being purchased by Raymond James & Associates, Inc. (the "Underwriter"), at a purchase price of $_____.__ (par amount of the Series 2024 Bonds of $_____.__, less an Underwriter's discount of $_____.__ and plus/less **[**net**]** original issue premium/discount of $_____.__). The offer of the Underwriter to purchase the Series 2024 Bonds, as accepted by the City, provides for the Underwriter to

purchase all of the Series 2024 Bonds. The Series 2024 Bonds may be offered and sold to certain dealers and others at prices lower than such offering prices and such public offering prices may be changed, from time to time, by the Underwriter.

INVESTMENT POLICY OF THE CITY

[Pursuant to the requirements of Section 218.415, Florida Statutes, the City enacted Ordinance No. **[____]** on **[**DATE**]**, as amended from time to time, establishing the City's present written investment policy which applies to all funds held by or for the benefit of the City (except for City pension funds or any other monies invested under separate ordinance, resolution, policy or agreement). The policy was most recently updated in _____.

The objectives of the investment policy, listed in order in order of importance, are:

1. Safety of principal;

2. Provision of sufficient liquidity; and

3. Optimization of yield.

The investment policy limits the types of investments eligible for inclusion in the City's portfolio. The investment policy also establishes criteria for suitable financial institutions and broker-dealers with which the City will conduct business. Internal investment controls are provided in the policy as are bidding requirements.

To enhance safety, the investment policy requires the diversification of the portfolio to reduce the risk of loss resulting from over-concentration of assets in a specific class of security. The investment policy provides guidelines for diversification, setting forth suggested percentages for the various allowable investments. The policy also provides maturity and liquidity requirements for investments. The responsibility for the administration of the investment program is granted to the City's Finance Director.

The investment policy may be modified by the City Council from time to time. A copy of the investment policy of the City can be obtained directly from the City. See "MISCELLANEOUS" herein.**]**

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the Series 2024 Bondholders to provide certain financial information and operating data relating to the City and the Series 2024 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The City has agreed to file annual financial information and operating data and the

audited financial statements with each entity authorized and approved by the Securities and Exchange Commission (the "SEC") to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule"). Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board. The City has agreed to file notices of certain enumerated material events, when and if they occur, with the Repository.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX E – Form of Disclosure Dissemination Agent Agreement" attached hereto. The Disclosure Dissemination Agent Agreement shall be executed by the County upon the issuance of the Series 2024 Bonds.

The City's obligations under the Disclosure Dissemination Agent Agreement shall only apply so long as the Series 2024 Bonds remain outstanding under the Resolution and shall also cease upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action. **[**In the past five years, the City has not failed to comply, in any material respects, with its continuing disclosure undertakings.**]**

FINANCIAL ADVISOR

PFM Financial Advisors LLC, Orlando, Florida (the "Financial Advisor") is employed as the Financial Advisor to the City in connection with the issuance of the Series 2024 Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Series 2024 Bonds is contingent upon the issuance and delivery of the Series 2024 Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information in this Official Statement.

FINANCIAL STATEMENTS

The financial statements of the City as of and for the Fiscal Year ended September 30, 2023 included in the City's Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2023 attached to this Official Statement as APPENDIX B have been audited by Christopher, Smith, Leonard & Stonell, P.A., independent auditors, as stated in their report included in APPENDIX B. The Annual Comprehensive Financial Report, including such financial statements and auditor's report, has been included in this Official Statement as a public document and the consent of the City's auditors was not requested. The auditors have not performed any services related to, and therefore are not associated with, the preparation of the Official Statement. The Series 2024 Bonds are payable solely from the Pledged Revenues as described in the Resolution and under "SECURITY FOR THE SERIES 2024 BONDS" herein.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder require that the City make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not since December 31, 1975 been in default as to principal and interest on its bonds or other debt obligations for which the City was obligated to repay from its own revenues or funds. The City believes that payment defaults, if any, with respect to bonds or debt obligations that the City issued solely as a conduit issuer would not be considered material by a reasonable investor.

CONTINGENT FEES

The City has retained Bond Counsel, Disclosure Counsel and the Financial Advisor with respect to the authorization, sale, execution and delivery of the Series 2024 Bonds. Payment of the fees of Bond Counsel, Disclosure Counsel and the Financial Advisor and an underwriting discount to the Underwriter, including the fees of its counsel, are each contingent upon the issuance of the Series 2024 Bonds.

CERTIFICATE CONCERNING THE OFFICIAL STATEMENT

Concurrently with the sale of the Series 2024 Bonds, the Mayor and the City Administrator (or such other duly authorized City officials) will furnish a certificate to the effect that (1) they have reviewed the Official Statement and that to the best of their knowledge and belief the statements therein are true and correct; and (2) nothing has come to their attention which would lead them to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact which should be included therein for the purpose for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; provided, however, that such certification shall not include the information contained in the sections entitled "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry-Only System" and "UNDERWRITING."

[Remainder of page intentionally left blank]

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2024 Bonds, the security for, and the sources for repayment for the Series 2024 Bonds, and the rights and obligations of the Holders thereof. Copies of such documents may be obtained from the City as provided in the last paragraph under "INTRODUCTION" herein.

[Signature page to follow**]**

CITY OF BRADENTON, FLORIDA

Attest:

By: _____
Mayor

By: _____
City Clerk

By: _____
City Administrator

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY OF BRADENTON AND MANATEE COUNTY, FLORIDA

APPENDIX B

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

APPENDIX C

COPY OF RESOLUTION

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

EXHIBIT C

Form of Continuing Disclosure Certificate

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of **[**CLOSING DATE**]**, 2024, is executed and delivered by the City of Bradenton, Florida (the "Issuer") and Digital Assurance Certification LLC, as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification LLC, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Issuer's City Administrator, Finance Director or Assistant Finance Director, or any of their designees, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"EMMA" means the MSRB's Electronic Municipal Market Access System authorized by the SEC in accordance with the Rule. Further information regarding EMMA can be retrieved by visiting the website "http://emma.msrb.org."

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule as a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii), as described in the Rule. The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure

Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Exhibit A.

"Operating Data" means the operating data to be provided by the Issuer described in and consistent with Section 3(a) of this Disclosure Agreement.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. **Provision of Annual Reports**. (a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination

Agent shall provide an Annual Report to the MSRB not later than the April 30 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending September 30, 2024. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the trustee, if any, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement or any Operating Data received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"

7. "Modifications to rights of Bondholders, if material;"

8. "Bond calls, if material, and tender offers;"

9. "Defeasances in whole or in part of the Bonds;"

10. "Release, substitution, or sale of property securing repayment of the Bonds, if material;"

11. "Any changes in the ratings assigned to the Bonds;"

12. "Bankruptcy, insolvency, receivership or similar event of the Issuer (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under

state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);"

13. "The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;"

14. "Appointment of a successor or additional trustee or the change of name of a trustee;"

15. "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer, any of which reflect financial difficulties."

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. " certain communications from the Internal Revenue Service other than those communications included in the Rule;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;" and

10. "other event-based disclosures."

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement in the following tables:

(i) Updates of information set forth in the Official Statement relating to:

(A) Table entitled "City of Bradenton Non-Ad Valorem Revenue Anti-Dilution Test" under the heading "GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES";

(B) Table entitled "Historical Legally Available Non-Ad Valorem Revenues" under the heading "GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES"; and

(C) Table entitled "Historical Revenues and Expenditures" under the heading "GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES".

(b) Each Annual Report shall contain a description of any additional indebtedness secured in whole or in part or payable from Non-Ad Valorem Revenues (as defined in the Official Statement).

(c) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then unaudited financial statements, prepared in accordance with Generally Accepted

Accounting Principles as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

The Issuer will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. **Reporting of Notice Events**.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

(vii) Modifications to rights of Bondholders, if material;

(viii) Bond calls, if material and tender offers;

(ix) Defeasance in whole or in part of the Bonds;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Any changes in the ratings assigned to the Bonds;

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);

(xiii) The consummation of a merger, consolidation, or acquisition involving the Issuer or any other Obligated Person or the sale of all or substantially all of the assets of the Issuer or any other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect holders of the Bonds;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer, any of which reflect financial difficulties; and

(xvii) Failure to provide annual financial information as required.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the

text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. **CUSIP Numbers**. The Issuer will provide the Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. **Additional Disclosure Obligations**. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. **Voluntary Filing**. (a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements,

Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. **Termination of Reporting Obligation**. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an Obligated Person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. **Disclosure Dissemination Agent**. The Issuer has appointed Digital Assurance Certification LLC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days' written notice to the Disclosure Dissemination Agent and the trustee (if any), replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. **Submission of Information to the MSRB**. The information required to be disclosed pursuant to this Disclosure Agreement shall be submitted to the MSRB through EMMA. Subject to future changes in submission rules and regulations, such submissions shall be provided to the Repository in portable document format ("PDF") files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. Such PDF files shall be word-searchable (allowing the user to search for specific terms used within the document through a search or find function available in a software package).

Subject to future changes in submission rules and regulations, at the time that such information is submitted through EMMA, the Issuer, or any dissemination agent engaged by the Issuer pursuant to Section 9 hereof, shall also provide to the MSRB information necessary to accurately identify:

(a) the category of information being provided;

(b) the period covered by the Audited Financial Statements and any additional financial information and operating data being provided;

(c) the issues or specific securities to which such submission is related or otherwise material (including CUSIP number, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the Issuer;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

SECTION 11. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 12. Duties, Immunities and Liabilities of Disclosure Dissemination Agent. (a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the

provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 13. Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Disclosure Agreement, the Disclosure Dissemination Agent certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 14. Scrutinized Company. Pursuant to Section 287.135, Florida Statutes, the Disclosure Dissemination Agent certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Disclosure Agreement is for one million dollars or more, the Disclosure Dissemination Agent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and the Disclosure Dissemination Agent further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, Issuer may, at the option of the City Commission, terminate this Disclosure Agreement if the Disclosure Dissemination Agent is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

SECTION 15. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be

waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer nor the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice (by certified mail) of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective until the Issuer approves such amendment. Notices to the City may be sent to: 101 Old Main Street, Bradenton, Florida 34205.

SECTION 16. **Beneficiaries**. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 17. **Governing Law**. This Disclosure Agreement shall be governed by the laws of the State of Florida.

SECTION 18. **Counterparts**. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION LLC, as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF BRADENTON, FLORIDA, as Issuer

_____
Attest: City Clerk

By: _____
Name: Gene Brown
Title: Mayor

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer: City of Bradenton, Florida

Name of Bond Issue: City of Bradenton, Florida Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024

Date of Issuance: **[**CLOSING DATE**]**, 2024

Date of Official Statement: **[**SALE DATE**]**, 2024

CUSIP Numbers:

Series 2024
104178____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Bradenton, Florida

Name of Bond Issue: City of Bradenton, Florida Capital Improvement Non-Ad Valorem Revenue and Refunding Bonds, Series 2024

Date of Issuance: **[**CLOSING DATE**]**, 2024

Date of Official Statement: **[**SALE DATE**]**, 2024

CUSIP Numbers:

Series 2024
104178____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification LLC, as Disclosure Dissemination Agent. **[**The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____**]**.

Dated: _____

Digital Assurance Certification LLC, as Disclosure Dissemination Agent, on behalf of the Issuer

_____

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

City of Bradenton, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1. ___ Principal and interest payment delinquencies
2. ___ Non-Payment related defaults
3. ___ Unscheduled draws on debt service reserves reflecting financial difficulties
4. ___ Unscheduled draws on credit enhancements reflecting financial difficulties
5. ___ Substitution of credit or liquidity providers, or their failure to perform
6. ___ Adverse tax opinions or events affecting the tax-exempt status of the security
7. ___ Modifications to rights of securities holders
8. ___ Bond calls
9. ___ Defeasances
10. ___ Release, substitution, or sale of property securing repayment of the securities
11. ___ Rating changes
12. ___ Bankruptcy, insolvency, receivership or similar event of the Issuer or any other obligated person
13. ___ The consummation of a merger, consolidation, or acquisition involving the Issuer or any other obligated person or the sale of all or substantially all of the assets of the Issuer or any other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
14. ___ Appointment of a successor or additional trustee or the change of name of a trustee
15. ___ Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect holders of the Bonds
16. ___ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer, any of which reflect financial difficulties
17. ___ Failure to provide annual financial information as required
18. ___ Other material event notice (specify) _____

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of **[**CLOSING DATE**]**, 2024, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

City of Bradenton, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1. ____"amendment to continuing disclosure undertaking;"
2. ____"change in obligated person;"
3. ____"notice to investors pursuant to bond documents;"
4. ____"certain communications from the Internal Revenue Service;"
5. ____"secondary market purchases;"
6. ____"bid for auction rate or other securities;"
7. ____"capital or other financing plan;"
8. ____"litigation/enforcement action;"
9. ____"change of tender agent, remarketing agent, or other on-going party;" and
10. ____"other event-based disclosures."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of **[**CLOSING DATE**]**, 2024, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

City of Bradenton, Florida

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1.____"quarterly/monthly financial information;"
2.____"change in fiscal year/timing of annual disclosure;"
3.____"change in accounting standard;"
4.____"interim/additional financial information/operating data;"
5.____"budget;"
6.____"investment/debt/financial policy;"
7.____"information provided to rating agency, credit/liquidity provider or other third party;"
8.____"consultant reports;" and
9.____"other financial/operating data."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification LLC
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 22, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Agreement of Purchase and Sale between Tropicana Manufacturing Company, Inc. and the City of Bradenton

SUGGESTED ACTION: Approve the terms of the Agreement of Purchase and Sale.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the November 28, 2023 Special Council Meeting, City Council voted to authorize the City Administrator to negotiate a Purchase & Sale Agreement with Tropicana Brands, Inc. for 32.39 +/- acres of surplus lands for the Public Works & Utilities Enterprise Facilities, said Purchase & Sale Agreement to be approved by Council. Negotiations have been ongoing and Tropicana has executed a Purchase & Sale Agreement for the parcels in the amount of $5,250,000.00. The price is in line with the appraisals obtained by the City.

FINANCIAL IMPACT:
$5,250,000.00 purchase price. $1,050,000 from the General Fund; $1,050,000 from the Sanitation Fund and $3,150,000 from the water/sewer fund.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the Agreement of Purchase & Sale between Tropicana

Manufacturing Company, Inc. and the City of Bradenton for the purchase price of $5,250,000 and authorize execution by the Mayor.

ATTACHMENTS:
Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "**Agreement**") is by and between **TROPICANA MANUFACTURING COMPANY, INC., a Delaware corporation** (hereinafter called the "**Seller**") and **CITY OF BRADENTON, a Florida municipal corporation** (hereinafter called the "**Purchaser**").

ARTICLE 1
Definitions

Section 1.1 As used in this Agreement, unless the context otherwise requires or it is otherwise herein expressly provided, the following terms, when used with initial capital letters, shall have the following meanings:

CLOSING: The consummation of the transaction contemplated by this Agreement.

CLOSING DATE: Thirty (30) days after the expiration of the Inspection Period.

ESCROW AGENT: Blalock Walters, PA, 802 11th Street West, Bradenton, FL 34205.

PROPERTY: The real property located off US 301, as described on **Exhibit "A"** attached hereto, including all improvements owned by Seller and located thereon, and Seller's interest, if any, in and to (a), lands underlying any adjacent streets or roads, easements, privileges, rights-of-way, riparian and other water rights, impact fee credits, and other appurtenances pertaining to or accruing to the benefit of the Property; (b) all fixtures, equipment, furnishings and items of personal property currently located on the property (the "Personal Property") and (c) all licenses, permits, authorizations, and approvals pertaining to the ownership and/or operation of the Property, if any.

TITLE COMPANY: Blalock Walters, PA, as agent for Attorney's Title Insurance Fund, Inc. or Chicago Title Insurance Fund, Inc.

Section 1.2 For purposes of determining the time for performance of various obligations under this Agreement, the effective date of this Agreement (the "**Effective Date**") shall be the date when the last one of Seller and Purchaser has executed this Agreement.

ARTICLE 2
Sale and Purchase

Section 2.1 Subject to the terms and provisions hereof, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller the Property.

ARTICLE 3
Purchase Price

Section 3.1. The purchase price shall be FIVE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($5,250,000.00) (the "Purchase Price"), payable in the following manner:

A. Earnest Money Deposit. Within three (3) business days following the Effective Date of this Agreement, Purchaser shall deliver to Escrow Agent to be held in a non-interest bearing escrow account the sum of FIFTY THOUSAND AND 00/00 DOLLARS ($50,000.00) (the "Deposit"). The Deposit shall be refundable during the Inspection Period in the event the Property is not suitable to Purchaser in its sole and absolute discretion. Purchaser shall receive a credit on the total amount of the Deposit toward the Purchase Price on the Closing Date (as hereinafter defined).

B. Balance of Purchase Price. On the Closing Date (as hereinafter defined) Purchaser shall pay

the full balance of the Purchase Price, as defined herein, plus or minus prorations and adjustments in accordance with this Agreement, to Seller in bank wire, or other collected funds, less the Deposit.

ARTICLE 4
Title and Survey Matters

Section 4.1 Title

A. Condition of Title. At Closing, Seller shall convey the Property by good and marketable title to Purchaser by means of a Special Warranty Deed in recordable form conveying to Purchaser good and marketable title in fee simple to the Property, free and clear of all claims, liabilities, obligations, security interest, liens, judgments and encumbrances, except those Permitted Exceptions set forth in Paragraph 4.1(B).

B. Evidence of Title. Within the Inspection Period, Purchaser shall obtain an owner's title insurance commitment (the **"Commitment"**) from Attorney's Title Insurance Fund, Inc. or Chicago Title Insurance Fund, Inc. (the "Title Insurer") agreeing to issue ALTA Marketability Policy (the "Policy") insuring Purchaser's title to the Property effective as of the Closing.

The evidence of title shall show Seller to be vested with good and marketable title to the Property, subject only to the following (the "**Permitted Exceptions**"): (i) ad valorem real estate taxes for the current year and subsequent years; (ii) applicable zoning ordinances and regulations; (iii) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises, unless a current survey as described in 4.2 is provided to the Title Company, and (v) those matters described on **Exhibit "B** attached hereto.

Purchaser shall have fifteen (15) days from receipt of the Commitment to examine same (the **"Title Examination Period"**). If Purchaser finds title to be unmarketable, Purchaser shall, within the Title Examination Period, notify Seller in writing, specifying the defect(s) (**"Purchaser's Objection Notice"**). Any exceptions to title not objected to by Purchaser in Purchaser's Objection Notice shall become Permitted Exceptions. Seller shall, within ten (10) days of its receipt of Purchaser's Objection Notice, advise Purchaser in writing (**"Seller's Response"**) which objections, if any, it shall cure or cause to be cured prior to the Closing. Seller has no obligation to cure any title objections, except that Seller shall in all events be obligated to cause to be released on or before Closing (i) all liens filed against the Property, (ii) all items Seller agrees to cure in the Seller's Response, and (iii) any exceptions to title created by Seller and not reflected on the Commitment. If, in Seller's Response, Seller declines to cure all items to which Purchaser objected in Purchaser's Objection Notice, Purchaser shall be entitled to: (i) terminate this Agreement; provided, however, Purchaser must exercise such right no later than ten (10) days after Purchaser's receipt of "Seller's Response," whereupon the Deposit, shall be paid by the Escrow Agent to Purchaser or (ii) Purchaser may proceed with the transaction as provided herein without reduction of the Purchase Price and such title matters shall be deemed Permitted Exceptions.

Section 4.2 Survey. Within the Inspection Period, Purchaser, at Purchaser's expense, may obtain a current and accurate survey (the "Survey") of the Property, certified to the Title Company and in a form acceptable to the Title Company as a basis for deleting the standard title insurance exceptions for survey matters. If the Survey shows any encroachments on setback lines or easements or that the Property violates any restrictions or covenants or any matter (other than a Permitted Exception) that would appear as a specific title insurance exception, Purchaser shall, within the Inspection Period, give written notice of such defect to Seller, in which event, such defect shall be governed in the same manner and time as objections to title are dealt with in Paragraph 4.1(B), and the parties shall have the same rights, privileges and obligations as if the defect was an objection to title as specified in Paragraph 4.1(B) of this Agreement.

ARTICLE 5
Seller Deliveries and Representations

Section 5.1 Within five (5) business days after the Effective Date hereof, Seller shall furnish to Purchaser the following items in Seller's reasonable possession and control:

A. Copies of any environmental reports, surveys, title work, land use approvals or permits, appraisals and studies.

B. Copies of all applicable permits and licenses.

C. Copies of all service contracts ("Service Agreements"), if any. Purchaser shall notify Seller thirty (30) days prior to the Closing Date as to whether it wants Seller to terminate any of the Service Agreements.

D. Any other documentation reasonably requested by Purchaser, Title Company or Purchaser's lender to evaluate the Property, to the extent in Seller's possession.

Section 5.2 Seller represents to Purchaser, to the best of Seller's knowledge, as of the date hereof, and as of the Closing Date, that:

A. The individual executing this Agreement on behalf of Seller has the right, power and authority to execute this Agreement on behalf of Seller, and Seller has the right, power and authority to convey the Property in accordance with the terms of this Agreement.

B. Seller has received no notice of any special assessments against the Property, except as reflected on the tax bill.

C. There is no litigation pending, or to Seller's knowledge threatened, with respect to the Property.

D. Seller has received no notice of any condemnation action against the Property.

E. No permit, approval, authorization of, or designation, declaration or filing with, any governmental authority or any other person or entity on the part of Seller is required in connection with the execution or delivery by Seller of this Agreement.

F. There are no unrecorded leases or contracts not disclosed to Purchaser, or any other agreements which will affect the Property and/or Purchaser from and after the Closing, including, but not limited to any maintenance, repair, service, pest control or supply, management, employment, equipment, equipment rental agreements, or any other agreements used in connection with the Property.

G. At the time of execution of this Agreement no one has an option to purchase the Property or a right of first refusal or first offer with respect to a sale of the Property.

H. Seller may not enter into amend or modify any contract or lease with respect to the Property but may terminate any lease.

I. There are no unpaid, but presently payable taxes or any assessments affecting the Property imposed by any governmental authority and Seller has remitted to the State of Florida or any other governmental authorities the amount of any taxes dues in connection with the Property.

J. There is no suit, action or litigation, administrative hearing, arbitration, labor controversy or negotiation, or other proceeding or governmental inquiry or investigation known to Seller, affecting Seller or Seller's properties (including, but not limited to, environmental or land use proceedings), pending, or to the best of Seller's knowledge, threatened against Seller which, if

resolved adversely, would have an adverse effect on the Property or on the ability of Seller to consummate the transactions contemplated hereby. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller has received no notice of any violations of any governmental law, ordinance, requirement, order or regulation the violation of which would have a material adverse effect on the Property or on the ability of Seller to consummate the transactions contemplated hereby, and to best of Seller's knowledge after due inquiry Seller has received no notice of any claimed default with respect to any of the foregoing.

K. Seller is not a foreign person within the meaning of Section 1445(a) of the Internal Revenue Code of 1986, as amended (the "Code").

L. Seller represents and warrants that, to the best of Seller's knowledge, no hazardous or regulated substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9601(14), pollutants or contaminants as defined by CERCLA, 42 USC 96D4(A) (2), or hazardous wastes as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5), or other hazardous or toxic substances or wastes described in any other applicable federal or state laws and regulations including, but not limited to, asbestos, PCBs, and urea formaldehyde (all of the foregoing being collectively referred to as "Hazardous Materials"), have been generated, released, stored, or deposited over, beneath, or on the Property or on or in any structures on the Property.

The provisions of this paragraph and any other representation, warranty, or covenant set forth in this Agreement shall survive the Closing. Said representations, warranties and covenants shall be deemed to be restated and affirmed by Seller as of the Closing Date without the necessity of Seller's execution of any documents with regard thereto. Purchaser shall have no duty to investigate or inquire regarding the accuracy or veracity of any representation, warranty, or covenant of Seller and it shall be deemed reasonable for Purchaser to fully rely upon same.

Section 6.3 From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller shall:

A. Operate and maintain the Property diligently and in the ordinary course of its business, ordinary wear and tear excepted.

B. Shall not enter into any new leases or agreements but may terminate such.

C. Not sell, assign, or convey any right, title, or interest whatsoever in or to the Property or create or permit to exist any lien, encumbrance, or charge thereon without promptly discharging the same.

ARTICLE 6
Inspection Period

Section 6.1 The Seller agrees that from the Effective Date hereof until Closing, the Purchaser, personally or through its authorized agents or representatives, shall be entitled, after scheduling such inspections with reasonable notice to Seller, to enter upon the Property to conduct such reasonable physical, economic and environmental inspections, independent appraisals, and other tests, examinations and studies of the Property as Purchaser desires, including, but not limited to, inspections of the Property at reasonable times so long as such activities do not damage the Property. Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, injuries, damages, costs, expenses, liens (including reasonable attorney's fees, including but not limited to, attorney's fees incurred in enforcement in this indemnity) or liability incurred by or asserted against Seller as a result of, or in any way arising out of, any of those visits or inspections unless caused by the willful misconduct of Seller. This indemnity shall survive any termination of this Agreement or Closing. **ACCEPTANCE OF THE**

INSPECTION IS SUBJECT TO AUTHORIZATION AND APPROVAL BY BRADENTON CITY COUNCIL AND/OR BY AND THROUGH THE RECOMMENDATION OF THEIR DESIGNEE, THE CITY ADMINISTRATOR. The Purchaser shall have until one hundred twenty (120) days after the Effective Date (the "**Inspection Period**"), within which to make all inspections or investigations of the Property desired by the Purchaser. If, at any time prior to the expiration of the Inspection Period, the Purchaser is not satisfied with the result of the inspections, in its sole discretion, the Purchaser shall have the right to terminate this Agreement by written notice to the Seller by 5:00 PM EST on the last day of the Inspection Period, whereupon the Deposit together with all interest accrued thereon shall be paid by the Escrow Agent to Purchaser, and Seller and Purchaser shall have no further rights or duties to each other under this Agreement, except as otherwise provided in the Agreement. A failure by Purchaser to timely terminate this Agreement within the Inspection Period shall constitute Purchaser's acceptance of the physical condition of the Property in all respects. In connection therewith, Purchaser or its agents shall have the right to do all environmental, surveying, engineering, soil borings and other tests with respect to the Property, and to meet with and make applications for approvals to any governmental or quasi-governmental officials or agents for the potential development of the Property (including, but not limited to, the County or Municipality in which the Property is located, Army Corps of Engineers, or the Water Management District). Seller shall, upon Purchaser's request, execute any additional agent authorization documentation specifically required by any such governmental or quasi-governmental agencies in order to effectuate the foregoing provision, provided that Seller shall not be required to incur any cost or expense in such application or approval process.

Section 6.2 Purchaser may extend the Inspection Period for one (1) period of sixty (60) days by delivering written notice to the Purchaser.

Section 6.3 Seller and Purchaser acknowledge and agree that this Agreement shall be subject to final approval by the Bradenton City Council within forty-five (45) days after the Effective Date. Otherwise, it shall be terminated with no further force and effect and the Deposit shall be returned to the Purchaser, provided that Purchaser timely provides Seller with written notice of termination on or before the expiration of the Inspection Period provided for in paragraph 6.1 above.

ARTICLE 7
Damage or Destruction Prior to Closing; Condemnation

Section 7.1 In the event the Improvements on the Property or any of the items constituting the Personal Property should be damaged by any casualty after the Effective Date prior to Closing, and if the cost of repairing such damage, as estimated by a qualified contractor retained by the Purchaser, at Purchaser's expense, is:

A. less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), then the Purchaser shall either elect to have (1) Seller repair the damage, or (2) Seller assign to the Purchaser the insurance proceeds plus an amount equal to the deductibles and the sale shall be closed provided however; in the event Purchaser elects to have Seller repair the damage and Seller is unable to complete the repairs by closing Purchaser may delay the closing until the repairs are completed by Seller or Seller may assign the insurance proceeds to Purchaser and Purchaser shall complete the repairs; or if said cost is

B. more than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), then the Purchaser may elect to terminate this Agreement; and if the Purchaser does not elect to terminate this Agreement, the Seller shall assign to Purchaser, at Closing, all insurance proceeds payable for such damage, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible required by Seller's insurance policies, and the sale shall be closed without the Seller's repairing such damage; provided however, Seller shall be obligated to make such emergency repairs as are necessary to prevent further damage to the Property or injury to any person thereon, and Seller may use insurance

proceeds for this limited purpose.

Notwithstanding the foregoing, Seller shall be entitled to retain all insurance proceeds for business interruption due to Seller on or before the Closing Date.

Section 7.2 In the event of a taking by condemnation or similar proceedings or actions of all of the Property, or any portion of the Property without which portion the use and value of the remaining portion of the Property will be materially and adversely affected, Purchaser shall have the option to terminate this Agreement upon written notice to Seller within ten (10) business days after notice thereof. If Purchaser does not exercise its option under the immediately preceding sentence of this Section to terminate this Agreement, then the Agreement shall remain in full force and effect and Seller shall assign or pay to Purchaser at Closing, Seller's entire interest in and to any and all condemnation awards or proceeds from any such proceedings or actions in lieu thereof.

ARTICLE 8
Closing

Section 8.1 The Closing hereunder shall take place at the offices of the Title Company, on the Closing Date.

Section 8.2 At the Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

A. A Special Warranty Deed.

B. A Bill of Sale with a list of the Personal Property. The water tank which is located on the Property is owned by the Purchaser and such shall remain on the Property upon the Closing.

C. Such evidence or documents as may be reasonably required by the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property.

D. Non-Foreign Affidavit. An affidavit required by Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Regulations pursuant thereto, and acceptable to Purchaser.

E. No Lien Affidavit An appropriate and duly executed Seller's affidavit or other acceptable evidence attesting to the absence of liens, lien rights (except any liens or lien rights resulting from Purchaser's inspection of the Property), rights of parties in possession and other encumbrances arising under Seller (other than the permitted exceptions acceptable to Purchaser) naming both Purchaser and the title insurance company as benefited parties, so as to enable the title insurance company insuring Purchaser to delete the standard exceptions related to liens, parties in possession, and otherwise insure any "gap" period occurring between the Closing Date and the recordation of the closing documents.

F. Assignment. A duly executed Assignment assigning to Purchaser (i) any and all governmental approvals, permits and development rights; and (ii) any and all other right title and interest of Seller in any and all tangible and intangible rights with respect to the operation and use of the Property.

G. Closing Statement. A duly executed Closing Statement that complies with the provisions of this Agreement.

H. Certifications. Such certifications, affidavits, and materials as shall be required in connection with the issuance to Purchaser of the Policy.

I. Miscellaneous. Any other documents, instruments or agreements called for hereunder which have not previously been delivered or which are reasonably necessary to close the transaction as contemplated by this Agreement and any documents required by the title insurance company insuring the Policy in favor of Purchaser.

J. No Parties in Possession Affidavit. Proof from Seller that the Property is vacant from all tenants or parties in possession.

Section 6.3 At the Closing, Purchaser shall deliver to Seller the following:

A. The Purchase Price.

B. Such evidence or documents as may reasonably be required by the Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of the Purchaser in connection with the purchase of the Property.

C. Closing Statement. A duly executed Closing Statement that complies with the provisions of this Agreement.

~~D. The Promissory Note.~~

Section 6.4 Closing Costs

A. Seller shall pay the following Closing Costs:

1. Cost of recording any correcting instruments for title;

2. The documentary stamp tax on the deed.

3. Seller's attorneys' fees.

4. Any and all real estate commissions due from the Seller's real estate agent or broker (see Article 9)

B. Purchaser shall pay the following Closing Costs:

1. Purchaser's attorneys' fees;

2. All costs of Purchaser's inspections;

3. Cost of recording of the deed;

4. The cost of obtaining and issuing the Commitment and Policy.

5. All costs in connection with any financing obtained by Purchaser, including loan title policies and endorsements; and

Section 6.5 This Agreement, and the rights, and obligations hereunder, may be freely assigned by Purchaser upon written notice to Seller.

Section 6.6 Seller Financing. Intentionally deleted.

Section 6.7 Seller reserves the right to reasonably accept or reject any improvements or roadways on the Property that Seller reasonably believes will adversely affect the intended use of its adjacent property. This provision shall survive the Closing.

Section 8.8 Public Disclosure Affidavit. Pursuant to the provisions of Section 286.23, Florida Statutes, and not less than 10 days prior to the Closing Date, Seller shall disclose in writing to Buyer, under oath and subject to the penalties of perjury, the name and address of every person having a beneficial interest in the Property.

Section 8.9 Prorations. The following shall be apportioned between Seller and Purchaser as of 11:59 p.m. on the day immediately preceding the Closing Date (the "**Apportionment Date**"), such that Purchaser shall be treated as the owner of the Property for purposes of prorations of income and expenses, on and after the Closing Date:

A. Utilities. Charges for utilities serving the Property shall be determined as of the day preceding the Closing Date, and Seller shall pay the amount of the utility charges to such date to the utility companies involved or to Purchaser in the event Purchaser is responsible for the payment of such utility charges. All utility deposits of Seller shall belong to Seller. If the charges for utilities cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued.

B. Miscellaneous. All other operating expenses with respect to the Property to the extent such matters are customarily apportioned in connection with real estate closings of commercial properties located in Manatee County, Florida.

C. Reproration. To the extent that any adjustment set forth herein is based upon estimated bills, is not otherwise capable of being definitively determined (based on lack of relevant information or otherwise) and/or was subject to error, the amount of such adjustment will be readjusted by the parties upon final determination of such amount, but in all events by that date which is one (1) year after the Closing Date.

D. Survival. The provisions of this Section 8.9 shall expressly survive the Closing.

Section 8.10 Taxes. At Closing, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit into escrow with the County Tax Collector an amount equal to the current year's real, personal and intangible property taxes, if any, for the Property, prorated to the date of Closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rate on the Property. If the actual taxes vary from the figures used to close this transaction, Seller shall pay appropriate adjustments upon demand, which demand shall be made no later than December 31, 2024. It is acknowledged by the parties that Seller shall be responsible for taxes that may be assessed on the property for the tax year of 2024 only through the date of Closing.

ARTICLE 9
Real Estate Commission

Section 9.1 Purchaser and Seller each represent and warrant to the other that there are no real estate brokers, salesman or finders involved in this transaction. Seller and Purchaser agree to indemnify, protect, defend and hold each other harmless against and with respect to any obligation, liability or claim of liability based in any way on any contracts, arrangements or understandings claimed to have been made or actually made by Seller or Purchaser, as the case may be, with any third party as to the sale of the Property. The provisions of this paragraph shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

ARTICLE 10

Remedies of Default Prior to Closing

Section 10.1 In the event of a default by Seller prior to Closing, then, Purchaser may elect, at its option, as its sole and exclusive remedy, (a) to terminate this Agreement and the Deposit shall be returned to Purchaser by the Escrow Agent, or (b) to enforce specific performance hereunder against Seller.

Section 10.2 In the event of a default by Purchaser prior to Closing, then Seller may elect, at its option, as its sole and exclusive remedy to terminate this Agreement and the Deposit shall be released to the Seller by the Escrow Agent.

ARTICLE 11
Miscellaneous

Section 11.1 All notices, demand, or other communications of any type (herein collectively referred to as "Notices") given by the Seller to the Purchaser or by the Purchaser to the Seller, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Article 11. All notices shall be in writing and delivered to the person to whom the notice is directed, either person, by facsimile, electronic mail, by nationally recognized overnight courier, or by United States Mail, as registered or certified item, return receipt requested. Delivery to a party's attorney or one of the real estate agents shall constitute effective notice under this Agreement. Notices delivered by mail shall be effective when deposited in a post office other depository under the care of custody of the United States Postal Service, enclosed in wrapper with proper postage affixed, addressed, as follows:

Purchaser: Rob Perry
City Administrator
101 12th Street West
Bradenton, FL 34205

with a copy to: William Robinson, Jr., Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205

and addressed, if to the Seller, as follows:

Tropicana Manufacturing Company, Inc.,
a Delaware corporation
Attention: Justin Geller, Senior Legal Director
433 W Van Buren St Ste 3N,
Chicago IL 60607-5066

With a copy to: Timothy A. Knowles, Esq
Porges, Hamlin, Knowles, & DePaola, P. A.
1205 Manatee Ave. West
Bradenton Florida, 34205

with a copy to Escrow Agent:

Blalock Walters, P.A.
Attn: William Robinson, Jr., Esq.
802 11th Street West
Bradenton, Florida 34205

Section 11.2 This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and the obligations of the parties hereto are and shall be performed in the county

wherein the Property is located. Where required for proper interpretation, words in singular shall include the plural, the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

Section 11.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if writing and signed by the party waiving such conditions or obligations.

Section 11.4 In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' and paralegal fees and court costs, including appellate costs, incurred in such suit.

Section 11.5 The descriptive heading of the several Articles, Sections and Paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 11.6 This Agreement, including the Exhibits, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreement and understanding of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

Section 11.7 Multiple originals of this Agreement have been executed by the parties hereto. Each such executed original shall have the full force and effect of an original executed instrument. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one and the same agreement. It shall not be necessary that the signature of all parties appear on the same counterpart, so long as each party signs at least one counterpart. Transmission of the signatures of the parties hereto shall constitute valid and binding execution and shall be deemed original signatures.

Section 11.8 Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Florida, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. All time periods expressed as days will be computed in calendar days. The final day of any such period shall be deemed to end at 5:00 PM EST. Time is of the essence of this Agreement with regard to the Closing Date and delivery of the Deposit. Notwithstanding the foregoing, in the event a hurricane warning has been issued such that the Property is located in an area where the projected land fall is within the NOAA cone of probability within two (2) days of the Closing, the parties agree to delay the Closing for up to seven (7) days at the request of either party.

Section 11.9 If any term or provision of this Agreement which would not deprive the parties of the benefit of the bargain shall be held to be invalid, illegal, unenforceable or inoperative as a matter of law, the remaining terms and provision of this Agreement shall not be affected thereby, but each such remaining term and provision shall be valid and shall remain in full force and effect.

Section 11.10 Each party hereto acknowledges that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement has been jointly drafted and shall be construed as having been jointly drafted by each party hereto. Accordingly, the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement of any

amendments or exhibits hereto.

Section 11.11 Waiver of Jury Trial. **EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, THE PREMISES, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING**

Section 11.12. Obligations contained in this Agreement which by their terms, are to be performed after the termination of the Closing, shall survive such termination or Closing.

Section 11.13 RADON NOTICE. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

Section 11.14 Escrow Provisions. The Deposit delivered to Escrow Agent pursuant to this Agreement shall be: (i) held by it in trust in a non-interest-bearing account in a federally insured banking institution, and (ii) disbursed, subject to clearance thereof, in accordance with the terms and provisions of this Agreement. Failure of clearance of funds shall not excuse Purchaser's performance hereunder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit or to whom the Deposit is to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold the Deposit until the receipt by the Escrow Agent of an authorization, in writing, signed by the Seller and Purchaser, directing the disposition of the Deposit, such writing also acknowledging to Escrow Agent that there are no other parties having an interest in such dispute. In the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination not begun and diligently continued, Escrow Agent may being an appropriate action or proceeding for leave to place the Deposit with an appropriate court with jurisdiction. Escrow Agent shall not be responsible for any acts or omissions unless negligently or will fully done, and upon making delivery of the Deposit in accordance with the terms of this Agreement, Escrow Agent shall have no further liability. In the event Escrow Agent places the Deposit in the registry of the Circuit Court and files an action of interpleader naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. Seller acknowledges that Escrow Agent is legal counsel to Purchaser and agrees that, in the event of any dispute between Seller and Purchaser, Escrow Agent may continue to represent Purchaser in connection with the dispute, notwithstanding Escrow Agent's role under this Agreement.

Section 11.15 Termination. This Agreement shall terminate and be null and void if not executed by Seller and returned to Purchaser on or before 5:00 p.m. EST on ~~March __, 2024~~ MAY 29, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives:

PURCHASER:

CITY OF BRADENTON, a municipal corporation

By:_____

Its:_____

Date:_____

SELLER:

TROPICANA MANUFACTURING COMPANY, INC., a Delaware corporation

By: _____

Print Name: Matt Murray

Its: Chief Accounting Officer

Date: 4/16/24

ESCROW AGENT:

The undersigned Escrow Agent hereby acknowledges and consents to the terms of the "Escrow Agent" paragraph of this Agreement. The Escrow Agent agrees that the Escrow Agent shall hold in escrow as an escrow agent the Deposit as the earnest money deposit under this Agreement and agrees to hold the same in a non-interest bearing account and in accordance with the terms of this Agreement.

Blalock Walters, PA

By: _____

Print Name: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

COM AT THE SE COR OF THE SW1/4 OF SEC 36; TH N 00 DEG 19 MIN 50 SEC E ALG THE ELY LN OF THE SW1/4 OF SD SEC 36 A DIST OF 1437.44 FT TO THE INT WITH THE SWLY LN OF THE C.S.X. R.R. R/W (FORMERLY KNOWN AS THE SEABOARD COASTLINE R.R.); TH N 53 DEG 11 MIN 51 SEC W ALG THE SWLY LN OF SD C.S.X. R.R. R/W PARALLEL WITH THE C.S.X. MAIN LINE TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 67.18 FT TO THE INT OF THE SWLY LN OF THE C.S.X. R.R. R/W WITH THE WLY R/W OF 9TH ST E AS SHOWN ON F.D.O.T. R/W MAPS SECTION 13120-2506 FOR A POB; TH CONT N 53 DEG 11 MIN 51 SEC W ALG SD SWLY C.S.X. R.R. R/W PARALLEL WITH SD MAIN TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 374.18 FT; TH S 88 DEG 54 MIN 10 SEC E ALG SD SWLY C.S.X. R.R. R/W 68.54 FT; TH N 53 DEG 11 MIN 51 SEC W ALG SD SWLY C.S.X R.R. R/W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 25 FT SWLY THEREFROM A DIST OF 1446.68 FT; TH N 89 DEG 05 MIN 05 SEC W ALG SD SWLY C.S.X. R.R. R/W 68.24 FT; TH N 53 DEG 11 MIN 51 SEC W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 179.09 FT; TH N 00 DEG 23 MIN 07 SEC E ALG SD C.S.X. R.R. R/W 49.71 FT; TH N 53 DEG 11 MIN 51 SEC W ALG SD C.S.X. R.R. R/W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 25 FT SWLY THEREFROM A DIST OF 1104.58 FT TO THE INT WITH THE ELY R/W OF S.R. 55; TH S 00 DEG 30 MIN 55 SEC E ALG THE ELY R/W OF SD S.R. 55 96.51 FT; TH N 89 DEG 29 MIN 05 SEC E 27.63 FT; TH S 53 DEG 11 MIN 51 SEC E PARALLEL WITH THE SWLY C.S.X. R.R. R/W AND 60 FT SWLY THEREFROM A DIST OF 802.97 FT; TH S 00 DEG 24 MIN 36 SEC W A DIST OF 1184.93 FT TO THE INT WITH THE NLY R/W OF S.R. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T. R/W MAPS; TH S 89 DEG 04 MIN 20 SEC E ALG THE NLY R/W OF SD S.R. 683 (U.S. 301), 719.47 FT; TH S 89 DEG 03 MIN 49 SEC E ALG SD NLY R/W A DIST OF 307.14 FT TO A POINT ON THE ARC OF A CURVE WHOSE RAD POINT LIES S 12 DEG 01 MIN 01 SEC W 1592.39 FT; TH RUN SELY ALG SD NLY R/W AND THE ARC OF SD CURVE THROUGN A C/A OF 19 DEG 31 MIN 46 SEC A DIST OF 542.77 FT TO THE P.T. OF SD CURVE; TH S 58 DEG 27 MIN 13 SEC E ALG SD NLY R/W A DIST OF 308.55 FT TO THE INT WITH THE WLY R/W OF AFORESAID 9TH ST E; TH N 07 DEG 40 MIN 57 SEC E ALG THE NLY R/W OF SD 9TH ST E A DIST OF 233.52 FT TO THE POB; SUBJ TO R/W EASMNT REC IN OR 2268/4531, PI#46332.1100/9AND ALSO

PARCEL "A"-COM AT THE NW COR OF THE SW1/4 OF THE SE1/4 OF SEC 36, TWN 34S, RNG 17E; TH S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW 1/4 OF THE SE1/4, A DIST OF 60 FT TO THE INTERSECTION WITH THE ELY R/W OF 9TH ST E AS SHOWN ON THE FL DOT R/W MAPS SEC 13120-2506, FOR A POB; TH CONT S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/4, A DIST OF 87.61 FT TO THE INTERSECTION WITH THE SWLY CSX RR R/W; TH S 53 DEG 11 MIN 51 SEC E, ALONG SD SWLY CSX RR R/W, 946.56 FT; TH S 00 DEG 18 MIN 20 SEC W, LEAVING SD SWLY CSX RR R/W, A DIST OF 121.85 FT TO THE INTERSECTION WITH THE NLY LMTD ACCESS R/W OF ST RD 683 (US HWY 301), AS SHOWN ON AFORESAID FL DOT R/W MAPS; TH N 58 DEG 27 MIN 13 SEC W, ALONG SD NLY LMTD ACCESS R/W, A DIST OF 970.67 FT TO THE INTERSECTION WITH THE AFORESAID ELY R/W OF 9TH ST E; TH N 06 DEG 00 MIN 58 SEC

W, ALONG SD ELY R/W, A DIST OF 184.34 FT TO THE POB. TOGETHER WITH: PARCEL "B"-COM AT THE NW COR OF THE SW1/4 OF THE SE1/4 OF SEC 36, TWN 34 S RNG 17E; TH S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/4, A DIST OF 60 FT TO THE INTERSECTION WITH THE ELY R/W OF 9TH ST E AS SHOWN ON THE FL DOT R/W MAPS SEC 13120-2506; TH CONT S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/2, A DIST OF 87.61 FT TO THE INTERSECTION WITH THE SWLY CSX RR R/W; TH S 53 DEG 11 MIN 51 SEC E, ALONG SD SWLY CSX RR R/W, A DIST OF 948.56 FT FOR A POB; TH CONT S 53 DEG 11 MIN 51 SEC E, ALONG SD SWLY CSX RR R/W, A DIST OF 306.82 FT TO A PT ON THE ARC OF A CURVE WHOSE RADIUS PT LIES S 53 DEG 17 MIN 56 SEC W, 930.06 FT; TH RUN SELY, ALONG SD SWLY CSX RR R/W AND THE ARC OF SD CURVE, THROUGH A C/A OF 10 DEG 21 MIN 25 SEC, A DIST OF 168.12 FT TO THE INTERSECTION WITH THE NLY LMTD ACCESS R/W OF ST RD NO 683 (US HWY 301), AS SHOWHN ON AFORESAID FL DOT R/W MAPS; TH N 58 DEG 27 MIN 13 SEC W, ALONG SD NLY LMTD ACCESS R/W, 391.96 FT; TH N 00 DEG 16 MIN 20 SEC E, A DIST OF 121.85 FT TO THE POB. PI#46878.0005/9

EXHIBIT B

PERMITTED EXCEPTIONS

1. The lien of all taxes for the year 2024 and thereafter, which are not yet due and payable.