AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, September 24, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INTRODUCTION OF MAYOR FOR A DAY

Barrett Mays with Stewart Elementary School

2. INVOCATION & PLEDGE

Councilwoman Marianne Barnebey

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

3. MEETING CALLED TO ORDER

4. PROCLAMATIONS

5. PRESENTATIONS

a) Police: Florida Contraband Forfeiture Grant Program Awards

6. 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.

7. CONSENT AGENDA

a) City Administration: Resolution 25-91 - Adoption of the 2024 Manatee County Local Mitigation Strategy Plan
Resolution 25-91
2024 Local Mitigation Strategy Plan
Manatee County Resolution R-25-162
FDEM Approval
b) Clerk: Minutes from the August 27, 2025, City Council Meeting
08-27-2025 City Council Meeting Minutes
c) Clerk: Minutes from the September 11, 2025, City Council Budget Hearing
9-11-2025 City Council Budget Hearing Minutes
d) Event Review Committee: Bishop Gala Road Closure
Application and Site Plan
e) Finance: CS&L Annual Audit Engagement Letter

CS&L Engagement Letter

f) Public Works & Utilities: Amendment No. 1 to Grant Agreement LPA0469 with the Florida Department of Environmental Protection (FDEP) for the Sanitary Sewer Lift Station Emergency Generators
Amendment No. 1 to Grant Agreement LPA0469 with the FDEP

g) Public Works & Utilities: Change Order No. 1 for Eastside Drainage Improvements
Change Order No. 1 for Eastside Drainage Improvements

h) Public Works & Utilities: Change Order No. 3 for Water Reclamation Facility (WRF) Clarifier 4
Construction Change Order No. 3 for WRF Clarifier 4

i) Public Works & Utilities: Construction Change Order No. 4 for NW Ward 5 Water Main Improvements
Construction Change Order No. 4 for NW Ward 5 Water Main Improvements

j) Public Works & Utilities: Water Reclamation Facility (WRF) Replacement Generator
Ring Power Quote

k) Public Works & Utilities: Work Assignment for 14th Street East Milling and Paving
Work Assignment
Scope of Work

l) Public Works & Utilities: Work Assignment for 18th Avenue West Milling and Paving
Work Assignment
Scope of Work

m) Public Works & Utilities: Work Assignment for the Florida Department of Environmental Protection (FDEP) Adaptation Plan
Work Assignment, Direct Select Form, and Scope and Fee Proposal from Jacobs

n) Public Works & Utilities: Work Assignment for Manhole Lining at Lift Stations 07, 14, 20, 21, 29, and 33 Service Areas
Work Assignment
Scope and Schedule
Proposal from Insituform
Maps

o) Public Works & Utilities: Work Assignment for Pipelining at Lift Station 14F
Work Assignment
Scope and Schedule
Proposal from Atlantic Pipe Services

p) Purchasing: First Contract Amendment to PB-22-028NT with Interacid North America, Inc.
First Contract Amendment to PB-22-028NT with Interacid North America, Inc.

q) Purchasing: First Contract Amendment to PB-24-029NT with EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC.

First Contract Amendment to PB-24-029NT with EWT Holdings III Corp.

r) Purchasing: First Contract Amendment to PB-24-034NT with Premier Magnesia, LLC.
First Contract Amendment to PB-24-034NT with Premier Magnesia, LLC

s) Purchasing: Piggyback Agreement PB-25-042MK with Air Mechanical Service Corp.
Piggyback Agreement PB-25-042MK with Air Mechanical Service Corp.

t) Purchasing: Term Contract for Concrete Repair and Replacement Services with Gilliam Construction, LLC
Term Contract for Concrete Repair and Replacement Services with Gilliam Construction, LLC

u) Purchasing: Third Amendment to the Contract with Realize Bradenton, Inc. for Event Coordination and Engagement
Third Amendment to the Contract with Realize Bradenton, Inc.

8. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

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

a) City Administration: Emergency Procurement Report

b) City Administration: Ironwood Water Main Assessment
Example Amortization Schedules and Assessments

c) Public Works & Utilities: Master Service Agreement with Samsara
Samsara Master Agreement
Terms of Service
Quote from Samsara

10. UNFINISHED BUSINESS

11. COUNCIL REPORTS

12. DEPARTMENT HEAD REPORTS

13. 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 12:00 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. 5.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Florida Contraband Forfeiture Grant Program Awards

SUGGESTED ACTION: Presentation of checks from Forfeiture Grant Program to local non-profits.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department's 8th Annual Florida Contraband Forfeiture Grant Program is an example of our commitment to community policing and engagement. Our agency must donate at least 25% of forfeiture funds received annually to community organizations and programs engaged in projects that seek to improve neighborhood safety, promote crime prevention, drug prevention, drug education, drug treatment services, or school resource officer programs. The $15,800 awarded through these grants, in addition to funds already expended with your approval, far exceed the minimum annual requirement. Each organization selected provides services within the City of Bradenton and will directly impact our residents.

Selected recipients of the Bradenton Police Department's 8th Annual Florida Contraband Forfeiture Grant Program are:

Boys & Girls Club of Manatee County, Inc.
Bradenton Gladiators Football, Inc.
Bradenton Police Department Explorer Post #1004
Florida Cultural Group, Inc.
Hand Up to Victory, Inc.

Manatee County Girls Club, Inc. dba Just for Girls
New Manatee Broncos
Pace Center for Girls of Manatee County
Prodigal Daughters Journey Home
Rogers Garden Bullock Elementary School
Special Olympics Florida, Inc.
United Community Centers, Inc./13th Avenue Dream Center

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

CITY OF BRADENTON
RESOLUTION NUMBER 25-91

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, APPROVING THE ADOPTION OF THE 2024 MANATEE COUNTY LOCAL MITIGATION STRATEGY PLAN APPROVED BY THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT ON JULY 21, 2025; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton is subject to natural and man-made disasters including hurricanes, tornadoes, floods, fires, and chemical releases, and faces potential damage to property, natural resources and the local economy, or loss of life; and

WHEREAS, the City of Bradenton previously adopted the Manatee County Local Mitigation Strategy on July 22, 2020, by Resolution 20-58; and

WHEREAS, the Local Mitigation Strategy is scheduled for adoption every five years per stipulations set forth in the Disaster Mitigation Act of 2000 by the Federal Emergency Management Agency (FEMA); and

WHEREAS, the Local Mitigation Strategy Working Group has identified local hazards and has re-assessed the county-wide vulnerability to these hazards and has issued the 2024 Manatee County Local Mitigation Strategy Plan which was approved by the Florida Department of Emergency Management on July 21, 2025.

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

1. The City of Bradenton hereby approves and adopts the 2024 Manatee County Local Mitigation Strategy Plan as adopted by Manatee County, Florida through Resolution R-25-162.

2. 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 24TH DAY OF SEPTEMBER, 2025.

ATTEST:

TAMARA MELTON CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY







MANATEE COUNTY

LOCAL MITIGATION STRATEGY PLAN

2024 UPDATE

Public Safety Department
Division of Emergency Management

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CURRENT OFFICIALS

of

MANATEE COUNTY, FLORIDA

Carol Ann Felts, District 1

Amanada Ballard, District 2

Tal Siddique, District 3

Mike Rahn, District 4

Robert McCann, District 5

Jason Bearden, Chair, At Large

George W. Kruse, At Large

County Commissioners

Charlie Bishop

County Administrator

Preface

This volume contains the Local Mitigation Strategy Plan (LMS) of Manatee County, Florida, as adopted by the Manatee County Board of County Commissioners. The source material used in the preparation of this volume was the Local Mitigation Strategy Plan, first adopted October 19, 1999, and resolutions subsequently adopted by the Board of County Commissioners.

The source of each section is included in the ***Source*** note appearing either within the body of the text, or at the end thereof. By use of the Historical Evolution of the Plan, (appearing in the back of the Preface), the reader can locate any section of the Plan, as supplemented, and any subsequent ordinance included herein.

Page Numbering System

The page numbering system used in this volume is a prefix system. The numbers to the left of the colon or dash represents a certain section of the volume. The number to the right of the colon or dash represents the number of the page in that section.

HISTORICAL EVOLUTION OF THE PLAN

The tables below provide a complete account of the Plan's historical evolution regarding both annual and 5-year updates to the Plan.

The **Adoption History Table** allows users of the Manatee County Local Mitigation Strategy Plan to quickly and accurately determine which resolutions have been considered for each 5-year update.

Res No.:	Date Adopted	Jurisdiction	Purpose	FDEM approval
98-84	05/05/1998	Manatee County	Grant Award to Develop Unified LMS	
99-249	10/19/1999	Manatee County	Conception of LMS	
04-231	09/14/2004	Manatee County	5-year Update	
04-07	09/14/2004	City of Holmes Beach	5-year Update	
04-068	09/20/2004	City of Palmetto	5-year Update	
09-662	10/22/2009	City of Anna Maria Island	5-year Update	
10-037	02/23/2010	Manatee County	5-year Update	03/10/2010 & 12/6/2010
10-02	03/23/2010	City of Holmes Beach	5-year Update	09/7/2010
10-13	04/14/2010	City f Bradenton	5-year Update	06/24/2010
10-762	03/18/2010	City of Bradenton Beach	5-year Update	06/24/2010
2010-14	04/05/2010	Town of Longboat Key	5-year Update	06/24/2010
2010-11	05/17/2010	City of Palmetto	5-year Update	06/24/2010
15-123	8/11/2015	Manatee County	5-year Update	07/15/2015
15-712	09/10/2015	City of Anna Maria	5-year Update	07/15/2015
15-33	09/09/2015	City f Bradenton	5-year Update	07/15/2015
2015-20	08/24/2015	City of Palmetto	5-year Update	07/15/2015
15-842	08/20/2015	City of Bradenton Beach	5-year Update	07/15/2015
15-08	09/22/2015	City of Holmes Beach	5-year Update	07/15/2015
2015-22	10/5/2015	Town of Longboat Key	5-year Update	07/15/2015

20-086	6/16/2020	Manatee County	5-year Update	05/04/2020
20-761	07/16/2020	City of Anna Maria	5-year Update	05/04/2020
20-58	07/22/2020	City f Bradenton	5-year Update	05/04/2020
2020-13	07/20/2020	City of Palmetto	5-year Update	05/04/2020
20-930	06/18/2020	City of Bradenton Beach	5-year Update	05/04/2020
20-15	8/18/2020	City of Holmes Beach	5-year Update	05/04/2020
2020-20	6/30/2020	Town of Longboat Key	5-year Update	05/04/2020

The **Annual Update Summary Table** summarizes revisions, amendments or updates to the Plan as part of each annual update cycle.

Year	Summary of revision to the Plan
January 2028	
January 2027	
January 2026	
January 2025	LMS Work Group List updated - updated Initiatives Priority List – updated maps – updated RLP list
January 2024	LMS Work Group List updated - updated Initiatives Priority List – updated maps – updated RLP list
January 2023	LMS Work Group List updated - updated Initiatives Priority List
January 2022	LMS Work Group List updated - updated, Initiatives Priority List – updated data to reflect 2021 census numbers for County Profile
January 2021	LMS Work Group List updated - updated Initiatives Priority List – updated maps – updated RLP list – updated Hazard Analysis
January 2020	LMS Work Group List updated - updated Initiatives Priority List
January 2019	LMS Work Group List updated - updated Initiatives Priority List – updated RLP List – updated 20 maps – updated 2 maps
January 2018	LMS Work Group List updated- updated Initiatives Priority List – updated RLP List – updated Hazard Analysis – Sea Level Rise added, Critical Facilities List – updated 4 maps – updated, SLOSH map – removed
January 2017	LMS Work Group List updated - updated Initiatives Priority List – updated
January 2016	LMS Work Group List updated - updated, Initiatives Priority List – updated, Appendix F Community Guiding Principles & Implementation – updated to reflect LDC amendments, Appendix J Working Structure - updated
January 2015	LMS Work Group List updated - updated Initiatives Priority List – updated Flood Insurance Rate Maps – effective 3/17/14

The **5-Year Update Summary Table** summarizes substantial changes to the Plan as part of each 5-year update period.

2014 Update

Section/ Appendix	Summary of revision to the Plan
Section I	Updated the hurricane/storm information since 2009
Section IV	Updated demographic information from the 2010, the 2007 Florida Statistical Abstract, and Manatee County GIS
Section V	Updated the hazard analysis utilizing the most current information from NOAA National Climatic Data Center (NCDC), National Drought Mitigation Center, National Interagency Fire Center, and the Manatee County Emergency Management Department
Section VI	Critical facility definition, per the www.floridadisaster.org, was added to this section. All facilities were evaluated for compliance to the definition and a map created to show the correct facilities
Section VII	Goals and Objectives were assessed and streamlined to meet the current environment of Manatee County
Section VIII	Two columns were added to the LMS Initiatives List for clarification of the type of hazard that the initiative mitigates and the timeline for the project
Section IX	This section was updated to include the revised Evaluation and Appraisal Report (EAR) deadlines and, where provided, jurisdictional Comprehensive Plan Goals, Objectives, and Policies
Section X	Maps were updated to include the most current data
Appendix B & C	Addition information, since 2009, was included in this update
Appendix D	Updated to include the data from Tampa Bay Regional Planning Council's Statewide Regional Evacuation Study, Manatee County GIS, Labor Market Statistic Center and Manatee County Property Appraisers
Appendix F	The Community Guiding Principles and Implementation were assessed and streamlined by the Committee to meet the current environment of Manatee County
Appendix I	Each jurisdiction reviewed and updated their Hazard Mitigation Roles
Appendix K	Documentation is included to demonstrate how Manatee County reached out to the community and the LMS Committee

2019 Update

Section/ Appendix	Summary of revision to the Plan
Preface	New section added in its entirety.
Section I	Updated to adequately address and better describe *The Planning Process* regulations, as well as include more information on the topic of mitigation, what is LMS, and the connection Emergency Management activities. (Information formerly contained in Section I and II in 2014 Plan)
Section II	Minimal updates to census data and information. (Information formerly contained in Section IV in 2014 Plan)
Section III	Minimal updates to goals and objectives sub-section, to include the addition of new goal #6. Remainder of section updated to adequately address *Mitigation Strategy* regulations. (Information formerly contained in Sections VII and VIII in 2014 Plan)
Section IV	Substantial revisions, additions and updates to include the addition of vulnerable populations sub-section. Additional natural, technological and man-caused hazards are analyzed, and more robust *Risk Assessment* included. (Information formerly contained in Section V and Appendix D in 2014 Plan)
Section V	Minimal updates to adequately address *Plan Evaluation and Maintenance* regulations. (Information formerly contained in Section IX in 2014 Plan)
Section VI	Addition of subsection regarding supporting material provided as part of Certified Meeting Minutes. (Information formerly contained in Section III in 2014 Plan)
Appendix A	Latest working group list provided.
Appendix B	Updated to include hazard events since 2014 Plan.
Appendix C	Latest list provided.
Appendix D	New appendix added in its entirety. (Appendix D formerly contained Risk Analysis in 2014 Plan. Risk Analysis information moved to Section IV with 2019 Plan Update.)
Appendix E	No change.
Appendix F	No change.
Appendix G	No change.
Appendix H	Minimal updates.
Appendix I	No change.
Appendices J-M	New appendices added in their entirety.

2024 Update

Section/ Appendix	Summary of revision to the Plan
Preface	Updated Current Officials. Appropriately updated Historical Evolution.
Section I	Minimal updates to Incorporation of Existing Plans and Reports.
Section II	Minimal updates to census data and information.
Section III	Minimal updates to goals and objectives.
Section IV	Separated Drought/Heat Wave into two hazards: Drought and Extreme Heat, updates to statistics for more relevant information, all maps and graphs updated to reflect current information, expanded on *Probability* of Natural Hazards to include climate change impacts, inclusion of data and information for HHPD requirements.
Section V	Minimal updates to demographic and development changes.
Section VI	Minimal Updates
Appendix A	Latest working group list provided.
Appendix B	Updated to include hazard events since 2019 Plan.
Appendix C	Removed lists, included Flood Zone maps and RL information.
Appendix D	Updated to reflect updates since 2019 Plan
Appendix E	No change.
Appendix F	No change.
Appendix G	Minimal updates.
Appendix H	No change.
Appendix I	Minimal updates.
Appendix J	No change.
Appendix K	Removed.
Appendix K	Included The 2022 Regional Resiliency Action Plan *(formerly Appendix L)*
Appendix L	No change. *(formerly Appendix M)*

SECTION I

INTRODUCTION TO LMS – THE PLANNING PROCESS

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Section I

Introduction to LMS – The Planning Process

A. BACKGROUND

The State of Florida boasts almost 1,500 miles of ocean coastline and over 8,000 miles when tidal inlets are included, a continually growing population, which has soared to 22.63 million residents - with 72 percent living in coastal counties - and a history of hurricanes, tropical storms, tornadoes, and other natural disasters. Per the U.S. Global Change Research Program's 2018 Fourth National Climate Assessment Volume II: Impacts, Risks, and Adaptation in the United States:

> "America's trillion-dollar coastal property market and public infrastructure are threatened by the ongoing increase in the frequency, depth, and extent of tidal flooding due to sea level rise, with cascading impacts to the larger economy. Higher storm surges due to sea level rise and the increased probability of heavy precipitation events exacerbate the risk. Many coastal communities will be transformed by the latter part of this century, and even under lower scenarios, many individuals and communities will suffer financial impacts as chronic high tide flooding leads to higher costs and lower property values. Actions to plan for and adapt to more frequent, widespread, and severe coastal flooding would decrease direct losses and cascading economic impacts."



Since 1851, Florida has been affected by 500 tropical or subtropical cyclones. The cumulative impact from the storms total over $216.1 billion in damage, primarily from Hurricanes Andrew, Irma and Michael in the 1992, 2017 and 2018 seasons. Prior to Hurricane Andrew in 1992, which incurred over $30 billion in recovery costs, the state's formula for dealing with natural disasters was to clean up the mess and rebuild. However, following that disaster, state emergency managers and community planners realized not only that the "destroy-rebuild-destroy" formula was dangerous, but that it could devastate the state's economy. Hurricane Katrina in 2005 further

supported this effort with estimated damages of $81 billion and a death toll that exceeded 1,500.
Hurricane Andrew was the catalyst for a rethinking of the "destroy-rebuild-destroy" methodology since the Lake Okeechobee Hurricane of September 1928. This was further supported by the Storm of the Century ~ Hurricane Opal; flooding spawned by El Niño; Hurricane George; and the deadliest hurricane ~ Katrina. The decision was made that there was a growing need to break the increasingly costly cycle of devastation and rebuilding.

This led to the birth of the Manatee County Local Mitigation Strategy Plan.

B. MITIGATION

Disasters can cause loss of life; damage building & infrastructure; and have devastating consequences for a community's economic, social & environmental well-being. Hazard mitigation reduces disaster damages and is defined as *sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards*. Outreach programs that increase risk awareness, projects to protect critical facilities, and the removal of structures from flood hazard are all examples of mitigation actions.



For mitigation to be effective, action needs to be taken through a community wide effort - analyzing risk, reducing risk, and insuring against risk. Local governments have the responsibility to protect the health, safety, and welfare of their citizens. Proactive mitigation policies and action help reduce risk and create safer, more disaster-resilient communities. Mitigation is an investment in your community's future safety and sustainability.

According to FEMA, effective mitigation requires that *all* understand local risks, address the hard choices, and invest in long-term community well-

being. Without mitigation actions, safety, financial security and self-reliance is jeopardized.

- Disasters can happen at anytime and anyplace; the human and financial consequences are hard to predict.
- The number of disasters each year is increasing but only 50% of events trigger Federal assistance.
- FEMA's mitigation programs help reduce the impact of events—and our dependence on taxpayers and the Treasury for disaster relief.

Mitigation is a means to decrease demands for disaster response and recovery resources. This enables our community a quicker lifesaving response and long-term economic recovery because the community infrastructure remains intact. Additionally, it reduces the societal impacts of disaster as a result of less disruption of the social environment. Mitigation is the foundation of sustainable community development.

C. WHAT IS A LOCAL MITIGATION STRATEGY PLAN?

The LMS focuses not only on risk of flooding and hurricanes, but with ALL hazards to which a community might be vulnerable, including natural, technological, and societal hazards. Having a multi-jurisdictional plan offers an opportunity for each sector of a community to plan and prepare for a safer future.

This pre-planning will enable local government to mitigate repetitive damages and be ready to get the community "back on its feet" should a disaster occur. That said, LMS is not something to be done only when disaster strikes - rather it is an ongoing process which must be a part of the community's everyday business. As the population continues to grow and the necessary infrastructure is erected, the impact of disaster multiplies.

LMS, a Multi-Jurisdictional Plan
What is it & why do we need it?

The Disaster Mitigation Act of 2000 (Section 322) addresses mitigation planning and requires state and local governments to prepare multi-hazard mitigation plans as a precondition for receiving FEMA mitigation project grants.

By having a plan, local government can become pro-active rather than reactive.

It reduces the cost of disasters by identifying mitigation initiatives and locating funding sources for those initiatives.

LMS requires planning and being prepared for something which is not a daily occurrence. It begins with a "blueprint" through which a community can assess its vulnerability to and threat of hazards and begin planning its response for loss reduction.

The LMS provides a framework to reduce losses by breaking the cycle of "disaster event – rebuild – disaster event
– rebuild."

D. EMERGENCY MANAGEMENT ACTIVITIES



LMS is a natural extension of the duties of Manatee County's Department of Public Safety - Division of Emergency Management, as well as other associated county and local emergency management agencies. The cycles Emergency Management Activities are:

Mitigation. Sustained actions taken to reduce or eliminate long-term risk to life and property from hazards.

Prevention. Actions necessary to avoid, prevent, or stop an imminent threat or actual act of terrorism.

Protection. Actions necessary to secure the homeland against acts of terrorism and manmade or natural disasters.

Preparedness. Actions taken to plan, organize, equip, train, and exercise to build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation.

Response. Actions necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.

Recovery. Actions necessary to assist communities affected by an incident to recover effectively.

When one thinks of hazards and emergency planning in Florida, it's logical to immediately think hurricanes, tropical storms, wind and flooding; however, the threat is much larger. As such, the LMS must consider and plan for every contingency. Some of the hazards to consider include:

- Natural and Manmade: Hurricanes and coastal storms; sea level rise, harmful algal bloom, severe storm/weather events; severe storms

(lightning, hailstorms, etc.); severe winds; tornadoes; floods/severe rain events; coastal and riverine erosion; winter storms/freezes; droughts/heat wave; sinkholes/landslides; wild fires; earthquakes; tsunamis; volcanoes; civil disturbance; mass shooting; terrorist acts; and mass migration.

- Technological: Hazardous materials release; dam/levee failures; airplane crash; cyber incidents; critical infrastructure disruption; urban conflagration; train derailment; terrorism; and power failure.

E. LMS IN MANATEE COUNTY

In October 1999, Manatee County developed and adopted the first multi-jurisdictional plan that served as a strong foundation for protection of lives and property in Manatee County. In 2004 the LMS was updated as required by the Disaster Mitigation Act of 2000. Currently, the Code of Federal Regulations, 44 CFR §201.6 – Local Mitigation Plans, (eCRF.gov, 2014) requires that the LMS be reviewed and revised every five (5) years. The commitment has continued during the 5-year update cycles of 2004, 2009, 2014, 2019, and 2024.

It is not a self-sufficient or one-time document. Rather, it is a living, ever changing strategy for the benefit of all County residents. The goal of risk reduction is to reduce the risk to life and property, which includes existing structures and future construction, in the pre- and post-disaster environments. The LMS document itself consists of several areas which, when taken together, provide the County with a framework to develop and implement hazard mitigation measures. These areas include:

- The identification of the community's "guiding principles" - These are the laws, ordinances, resolutions, codes, and other guidelines by which the County and the municipalities operate. The adoption of a comprehensive framework of guiding principles will serve the planning process effectively through the years, (including in post-disaster redevelopment), an important part of LMS. (See Appendix F)

- The analysis of mitigation initiatives which are already in place to determine their effectiveness - This provides guidance as to whether they should be continued, changed, or discontinued and replaced by more effective measures. This is an ongoing process and helps to determine what additional mitigation initiatives are required. Once initiatives are determined to be necessary, the next step is to prioritize them for implementation. (See Appendix G)

- The prioritizing mitigation initiatives - Here consideration must be given to risk factors such as whether the entire community, a substantial portion, several areas, or one small area of the community is at risk, economic risk, potential for loss of life and property, etc., as well as the extent and expense of projects. Funding cycles must be watched, so initiatives may be classified as immediate, ongoing, at next fiscal cycle, as State or Federal funding is available, etc. (See Appendices G & H)

- The identification of funding for mitigation initiatives (projects and studies). - To accomplish this task, initiatives must be prioritized, analyzed, and re-prioritized on an ongoing basis as community needs change, population grows, and land development make review of mitigation priorities necessary. Emergency situations can develop, which cause change in priorities, as well as post-disaster situations that can necessitate re-prioritizing initiatives. As funding is located and initiatives are completed, additional initiatives may be added to the list. The list must be prioritized according to the current needs of the community at that time. This is a continuing planning process. (See Appendix G)

F. THE PLANNING PROCESS

Jurisdictional Representation – Including Stakeholders:



The Manatee County unified multi-jurisdictional plan is a result of coordination and partnership among governmental agencies, business partners, and citizen groups. (See Appendix A) In addition to Emergency Management, acting as representative for Manatee County, a partnership exists between the cities of Anna Maria, Bradenton, Bradenton Beach, Holmes Beach, Palmetto, the Town of Longboat Key, and unincorporated area of Manatee County. Ensuring the success of the planning processes for all-hazards and floodplain management planning for the respective communities within the county and with the National Flood Insurance Program Community Rating System also relies on the close involvement of public and private sector organizations and state and federal agencies. Neighboring jurisdictions were invited and attended the planning meetings. Although, not a comprehensive list of participants who were invited and attended, some included: Port Manatee, Sarasota Manatee Airport Authority, Florida Forest Service, and Southwest Florida Water Management District. Relief organizations that were invited to be represented were Manatee Housing Authority, School District of Manatee County, Centerstone of Florida, Inc., and Manatee County Rural Health Services.

Jurisdictional Roles:

Since its adoption in 1999 and through to the approved update in 2019, updating of the LMS is an ongoing process and is performed on an annual basis pursuant to Florida Administrative Code (FAC) 27P-22.004(4)(e). The 2024 update utilized the 2019 major revision as a baseline for this year's LMS update. A contractor was not used for this process, so the plan is as realistic as possible using the limited resources that are available to our county. No jurisdiction opted out of the planning process this revision cycle, therefore, each group was tasked with maintaining and increasing community participation in the LMS Working Group through contact with community and business organizations throughout the year. The LMS Working Group coordinated many resources for the update, in addition to being tasked with assisting with the development of the plan, reviewing revisions and updates for accuracy, identifying potential mitigation projects, assisting with project prioritization, reviewing and providing concurrence with proposed risk assessments, and adoption of the plan for their jurisdiction. (See Appendix I)

These records include details of many of the aspects that are incorporated in the required five-year update and include:

- Sub-committee reports
- Updates on continuity planning and critical facilities and infrastructure
- Training announcements
- Updated Project Initiatives List (proposed and completed projects)
- Reports or modifications to the LDC and Comprehensive Plans as they relate to mitigation – Peril of Flood Act
- Available funding and grant application cycles

Preparation of the Plan:

During the most recent 5-year update cycle, the LMS Working Group utilized FL Review Crosswalk Comparison Tool to compare the current LMS against the FEMA crosswalk and produced a suggested timeline of what needed to be updated/revised in each section. It was decided that three sub-committees (Data & Information, Governance, and Goals & Objective - each consisting of a minimum of three technical employees), were to be formed so that small groups could make recommendations of suggested updates. Simultaneously, one of the Public Safety Department Emergency Management Coordinators was tasked with updating the Hazard Risk and Vulnerability Assessment (See Section IV). This was done with stakeholder participation and feedback with those included in the

Manatee Emergency Operations Workgroup. (See Appendix D – Participation, for a narrative description of the meeting process, meeting minutes, and attendance participation)

In addition to the regularly scheduled LMS Working Group Meetings held quarterly every year, each of the sub-committees held multiple meetings to review the information and how to best proceed with the most recent 5-year update of each section. The revised sections were sent to the LMS Working Group for comment, suggested revisions, deletions or additions. Each jurisdiction was represented and participated in the planning process. All suggestions, revisions and corrections were considered in the final document. Upon completion of the tasks, Emergency Management conducted a final review of the LMS using the new criteria and verified the components against the required Mitigation Plan Review Checklist. Emergency Management believes that the Manatee County LMS was/is compliant with the new Federal criteria and submitted the Plan to the Florida Division of Emergency Management for review.

Public Involvement:

Our primary focus is to ensure public involvement in developing and continually updating the Local Mitigation Strategy. Not only has the Federal Emergency Management Agency, as the lead governmental body, expressed this, but logic dictates that it is in the best interest of the general public to be aware of hazard threats, vulnerability, and mitigation. It is recognized that this participation is crucial to the economic recovery of a community following a disaster. Government entities use the input of the private sector to gain the perspective and insight necessary to adequately address the needs of the business and industry. For local governments in Florida, public notice, involvement, and participation is a mandatory element of governance known as "Government in the Sunshine." Section 286.011, Florida Statutes, requires that "all meetings of any board or commission of any state agency or authority at which official acts are to be taken are declared to be public meetings open to the public at all times…" In fulfillment of this requirement, all meetings of the LMS Working Group are duly noticed. In addition, notices are provided to adjacent counties and regional agencies, such as the Tampa Bay Regional Planning Council and Southwest Florida Water Management District, the Airport Authority, School District, all Fire Districts, Manatee Chamber of Commerce and economic development agencies.

To broaden the public and Non-Governmental Organization's access to LMS information and involvement in the process, Manatee County has a webpage dedicated to Hazard Mitigation information on the Manatee

County website. Notice of meetings, agendas, and funding opportunities are posted on this webpage, in addition to posting meetings on the County calendar. The public is welcome to attend and make comments at any of these meetings or utilize the e-mail address on the LMS webpage. During the planning process specific to the 5-year update cycle, additional opportunities are provided to the public to provide comments, suggested revisions, additions and deletions to the updated plan. These additional opportunities are in the form of in-person open house public workshops held in the evening at the public library, as well as on-line review periods. Notice of these additional opportunities are provided on the website, newspaper, and posted at the County Administration Building. (See Appendix D)

The following list captures events and successful outreach activities during 2020-2024.

Utilized Manatee County Emergency Management website to provide hazard and mitigation education, information, funding sources and links to additional information.
Used the following forms of notification to bring public awareness regarding both online and in-person public viewing/comment opportunities regarding the 5-year update to the LMS: Flyer distribution, Public Notice on website and County calendar, advertisement and/or social media posts on Facebook, Instagram and Twitter, and email notifications to large community/stakeholder groups such as, but not limited to, Planning Task Force, Review Agency Meeting group and Homeowners Associations.
Provided an in-depth report to the Board of County Commissioners during one of their regular meetings and welcomed public comment
Held a 1-day workshop – Increasing Community Resilience – to facilitate discussions about SLR, nature-based adaptation options, socio-cultural vulnerability and community resiliency factors not currently addressed in most vulnerability assessments.
Held quarterly LMS Workgroup meetings, each open to the public.
Provided weekly and monthly educational information graphics through social media avenues such as Facebook, Twitter and Instagram.
Published 74,000 copies of English and Spanish annual Disaster Planning Guides, which were distributed to public buildings, grocery stores, post office, many home owner association groups and other public access points.
Mailed notices to repetitive loss property owners.

Conducted 82 presentation/outreach events, including a first ever 1-day event with Girls Scouts of Gulfcoast Florida – Hurricane Heroes Preparedness Badge Day (an all hazards, disasters and severe weather preparedness event).

Review and Incorporation of Existing Plans and Reports:

During the early phases of the update process, the LMS Working Group conducted a preliminary review of the existing plans and reports. Each of the participating jurisdictions reviewed their respective Comprehensive Plan, Land Development Code, and Evaluation and Appraisal Report, for their effectiveness with hazard mitigation. Emergency Management conducted a comprehensive review of the Manatee County Comprehensive Emergency Management Plan, and Community Wildfire Protection Plan, while the Manatee County Floodplain Manager conducted one of the National Flood Insurance Program and Community Rating System.

The Manatee County Comprehensive Emergency Management Plan (CEMP), as well as the Comprehensive Plan serve as companions to detail actions in the period following the disaster. The LMS, along with the various codes, ordinances and plans, provide detailed actions pre-disaster to facilitate in mitigation and post-disaster to assist in the recovery. The post-disaster redevelopment strategy looks at the mitigation during the post-recovery period through the process of building resiliency into the community in preparation for future events.

To ensure the full and complete implementation of the Manatee County LMS, all participating local governments shall incorporate references to the LMS into their respective Comprehensive Plan following the procedures outlined in 163.3191, FS. Such incorporation shall be reflected in the forthcoming preparation of the required Evaluation and Appraisal Reports (Section 163.3191, FS) and adhere to the following due dates:

- Unincorporated Manatee County – September 1, 2025
- City of Anna Maria – December 1, 2026
- City of Bradenton – September 1, 2026
- City of Bradenton Beach – July 1, 2026
- City of Holmes Beach – February 1, 2027
- Town of Longboat Key – December 1, 2026
- City of Palmetto – December 1, 2026

Local governments within Manatee County shall use the provisions of Section 163.3178, FS, to review and update mitigation strategies post-event, considering post-event interagency hazard mitigation reports.

Consistent with the provisions for identifying and funding capital improvement projects found in Section 163.3177, FS, local governments shall continue to develop funding mechanisms which could be used for approved county-wide mitigation initiatives.

Consistent with the provisions of Section 163.3177, FS, local governments shall emphasize mitigation goals during the annual preparation of capital improvement budgets, with special attention paid to the prioritization of regional, interlocal, and local projects.

Participating local governments shall emphasize mitigation funding during the annual budget process pursuant to the provisions of Section 163.3177, FS.

Manatee County

Manatee County has many plans, other than the Comprehensive Plan, that implement hazard mitigation activities including pre-disaster mitigation, event coordination and post disaster redevelopment. In 2004, the Local Mitigation Strategy became the Floodplain Management Plan. The following plan have been developed and adopted:

- Community Rating System (CRS)
- Local Mitigation Strategy (LMS)/Floodplain Management Plan
- Community Emergency Management Plan (CEMP)
- Community Wildfire Protection Plan (CWPP)
- Post Disaster Redevelopment Plan (PDRP)

The Manatee County Comprehensive Plan, Coastal Section states:

Policy: 4.4.1.1 Develop and implement provisions for increasing the rate of evacuee mobilization, in coordination with other local governments within Manatee County and other adjacent counties.

Implementation Mechanism(s):

Coordination between the Tampa Bay Regional Planning Council (TBRPC) and other appropriate Emergency Support Functions (ESF) departments and agencies to:

- Prepare and annually update the Comprehensive Plan (CEMP) in coordination with other local governments. The CEMP, incompliance with Florida Statutes and Florida Administrative Code, shall contain measures for hurricane preparedness, response, and mitigation.

- Distribute bilingual annual disaster guides free of charge to the public which identify emergency preparedness procedures and evacuation shelters. Distribution should include the possibility of mailing disaster guides to all residents in the Hazard Vulnerability Area of the County.

- Implement the Local Mitigation Strategy.

Policy 4.4.2.4. Implement policies and actions of the Local Mitigation Strategy.

Implementation Mechanism(s):

a) Coordination with other member agencies to achieve policy compliance.

b) Interagency hazard reports review and inclusion during development if the Local Mitigation Strategy.

Manatee County was a participant in a pilot program to develop a Post Disaster Redevelopment Plan (PDRP). This plan set up short-, medium-, and long-term redevelopment guidelines. The PDRP was adopted by the Manatee County Board of County Commissioners on August 6, 2009. Since that time and using a consultant in August 2017, Manatee County's PDRP was audited by the University of Florida – Resilient Communities Initiative Department, resulting in recommendations for possible improvements to the current PDRP to suit County's comprehensive planning and emergency management documents. The audit's overall recommendations, as outlined in Appendix K, were:

1. Prioritize repetitive loss properties for adaptive relocation of existing use activities and explore the legality and means by which this can best be accomplished.
2. Adaptation Action Areas as part of the next PDRP update.

3. Include an environmental and/or habitat impact analysis as part of the vulnerability assessment.
4. Conduct an analysis of future sea level rise (SLR) inundation and current assessment methodologies.
5. Expand the scope of criteria included in the capacity assessment, thereby improving the PDRP capacity score.
6. Add tasks to the Recovery and Redevelopment Strategy and Action Plan to reduce disaster vulnerability through land use and development policy and regulations.
7. Combine and reconfigure the Recovery and Redevelopment Strategy and the Recovery and Redevelopment Action Plan to improve the administrative fluidity from goals, objective, policies, and strategies to actions/tasks.
8. Identify a task force of historic and cultural professionals to, *inter alia*, identify significant individual sites, prioritize them by community interest and vulnerability, and advise the County on the results of its tasks.
9. Reevaluate the 34 seats currently allocated to the PDRP task force to assure that every participant has a relevant role and streamline procedures to increase effectiveness and efficiency.
10. Recognize the increased use of social media and websites to improve public involvement in implementing and maintaining the PDRP.
11. Revamp the PDRP Communications Plan to enhance its efficacy by providing processes for accomplishing recovery and redevelopment tasks.
12. Detail how to fund the necessary communications systems.
13. Update the existing funding source list, detailing specifically how to handle potential food and water distribution shortages, including overall food and water systems assessments.
14. Synthesize (and hyperlink) the current documents into one (1) comprehensive planning and emergency management document in two (2) versions—a complete digital and print document including appendices, and a “bare bones” handout version for use in an actual emergency—structurally organized to accord with the NATIONAL PREPAREDNESS SYSTEM.

City of Anna Maria

The City of Anna Maria participates in the Local Mitigation Strategy.

City of Anna Maria Comprehensive Plan, Coastal and Conservation Element states:

Objective 3.2 Reconstruction and redevelopment strategies shall be considered to promote hazard mitigation during the annual re-evaluation of the Manatee County Local Mitigation Strategy.

Policy 3.23.1 The City shall continue to be an active participant in the identification and evaluation of initiatives contained in the Manatee County Local Mitigation Strategy.

Policy 3.2.2 The City shall diligently pursue the identification and securing of funding for the implementation of those local mitigation strategy initiatives identified by the City for inclusion in the Manatee County Local Mitigation Strategy.

Intergovernmental Coordination Element

Objective 1.1 Policy 1.1.1010 The City shall continue to cooperate and coordinate with the Manatee County Division of Emergency management in the development, implementation, and refinement of the County's Local Mitigation Strategy program.

City of Bradenton

The City of Bradenton participates in the Local Mitigation Strategy.

City of Bradenton Comprehensive Plan, Coastal Management and Conservation Element states:

Objective 6.4		Update Local Mitigation Strategy and coordinate with Manatee County its implementation.
	Policy 6.4.1	Land Use Development Regulations (LUDR). Maintain policies, standards and procedures in the LUDR which reflect the implementation of the Local Mitigation Strategy.

City of Bradenton Beach

The City of Bradenton Beach participates in the Local Mitigation Strategy.

City of Bradenton Beach Comprehensive Plan, Coastal and Conservation Element states:

Objective 3.2	Policy 3.2.1	The City shall continue to be an active participant in the identification and evaluation of initiatives contained in the Manatee County Local Mitigation Strategy.
	Policy 3.2.2	The City shall diligently pursue the identification and securing of finding for the implementation of those local mitigation strategy initiatives identified by the City for inclusion in the Manatee County Local Mitigation Strategy.

Intergovernmental Coordination Element

Objective 1.1	Policy 1.1.11	The City shall continue to cooperate and coordinate with the Manatee County Division of Emergency management in the development, implementation, and refinement of the County's Local Mitigation Strategy program.

City of Holmes Beach

The City of Holmes Beach participates in the Local Mitigation Strategy.

City of Holmes Beach Comprehensive Plan, Coastal Management and Conservation Element states:

Objective 3.4	Reconstruction and redevelopment strategies which will be considered to promote hazard mitigation during the annual re-evaluation of the Manatee County Local Mitigation Strategy.	
	Policy 3.4.1	The City shall continue to be an active participant in the identification and evaluation of initiatives contained in the Manatee County Local Mitigation Strategy.
	Policy 3.4.2	The City shall diligently pursue the identification and security of funding for the implementation of those local mitigation strategy initiatives identified by the City for inclusion in the Manatee County Local Mitigation Strategy.

Intergovernmental Coordination Element

Objective 1.1	Policy 1.1.12	The City shall continue to cooperate and coordinate with the Manatee County Division of Emergency management in the development, implementation, and refinement of the County's Local Mitigation Strategy program.

Town of Longboat Key

Town of Longboat Key participates in the Manatee County Local Mitigation Strategy.

Town of Longboat Key Comprehensive Plan, Coastal Management and Conservation Element states:

CCM OBJECTIVE 3.2: Prepare and maintain disaster response plans and programs.

CCM Policy 3.2.3:	Adopt and comply with a Short-Term Post-Disaster Redevelopment Plan.
CCM Strategy 3.2.3.1:	The Town's Short-Term Post-Disaster Redevelopment Plan shall define the circumstances under which the plan shall apply, the procedures required to authorize the implementation of the plan, and the scope of authority permitted.
CCM Strategy 3.2.3.2:	The Town's Short-Term Post-Disaster Redevelopment Plan shall facilitate and accelerate short term recovery efforts to repair and restore structures and facilities that are potential public health, safety or welfare hazards.

CCM OBJECTIVE 3.3:	Prepare and maintain post-disaster redevelopment plans and programs.
CCM Policy 3.3.1:	Coordinate with Manatee and Sarasota Counties on long-term post-disaster planning.
CCM Strategy 3.3.1.1:	The Town shall require that reconstructed properties be brought into compliance with the FBC, FEMA requirements and the LDC to the extent practicable.

City of Palmetto

The City of Palmetto participates in the Local Mitigation Strategy.

City of Palmetto Comprehensive Plan, Coastal Management Element states:

Objective 8.8	Policy 8.8.1	The City of Palmetto adopted the Local Mitigation Strategy Plan on November 1, 1999. The Coastal Management Plan shall be amended to include appropriate plan strategies and policies in the next round of plan amendments after adoption of the City's Comprehensive Plan.

H. ACKNOWLEDGMENTS OF THE LMS WORKING GROUP

The LMS Working Group acts under the direction of the Public Safety Department, Emergency Management Division. As an added level of balance in the review of programs and projects associated with the LMS, there is equal diligent effort and mutual cooperation between many County departments, the six municipalities of Manatee County, fire districts, Lakewood Ranch Inter District Authority, Tampa Bay Regional Planning Council Comprehensive Resiliency Planner, USF – Sarasota Emergency Management, Clerk of the Circuit Court, and Sheriff's Office.

An important component of the LMS and the success of the hazard mitigation initiatives is the participation of both the public and the private sector in the planning process. It is recognized that this participation is crucial to the economic recovery of a community following a disaster. Government entities use the input of the private sector to gain the perspective and insight necessary to adequately address the needs of business and industry. In turn, businesses and industries gain an increased awareness of the importance of preparedness and mitigation and receive technical assistance for business continuity planning, valuable support, and contact information for additional information. The working group encourages participation from the Manatee Chambers of Commerce, economic development agencies, Sarasota-Bradenton International Airport, Health Department, private utilities and communications companies and large employers. These companies then provide service, technical assistance and outreach to their commercial accounts.

The LMS Working Group assesses risks within the County and maintains an updated list of potential mitigation initiatives that will reduce risks associated with hazards that are most likely to occur in respective communities. The working group meets no less than four times a year (meetings held quarterly) with additional meetings scheduled as dictated by need. All business conducted by the working group is submitted for approval to the active members and is passed or defeated by majority vote. To be considered a participant of the group, members are required to sign-in (documentation retained) and many commit to additional time and resources to develop a mitigation strategy that protects life, property and the environment as well as strategies that contribute to the economic well-being of the County. The Hazard Mitigation Planning and Hazard Mitigation Grant Program dictate that each of the jurisdictions and representatives must show participation in the planning process to qualify for HMGP, Pre-Disaster Mitigation Program (PDM) and Flood Mitigation Assistance Program (FMA) funding.

The Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) define local mitigation strategy requirements. The State requires Manatee County Local Mitigation Strategy provide the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program. Under Florida Administrative Code, the Local Mitigation Strategy Working Group must meet several conditions to maintain compliance. Requirements include:

1. The LMS Working Group shall be charged with the responsibilities of designating a Chairperson and Vice-Chairperson; developing and revising the Local Mitigation Strategy as necessary; setting an order of priority for local mitigation projects and submitting an annual LMS update to the FDEM by the last working weekday in January of each year.
2. No later than the last working weekday of each January, the Chairperson of the Board of County Commissioners shall submit to the Florida State Division of Emergency Management, a list of the members of the LMS Working Group and its designated chairperson and vice-chairperson.
3. The Working Group shall include, at a minimum, representatives from various agencies of county government, representatives from all interested municipalities in the county, representatives from interested private and civic organizations, Native American tribes or organizations, trade and commercial support groups, property owners associations, water management districts, regional planning councils, independent special districts and non-profit groups.
4. The County shall submit documentation that indicates that within the preceding year it has issued a written invitation to each group as specified above in the previous bullet.
5. As required under State Statute, meetings are open to the public.
6. All stakeholders are invited to be part of the LMS process from conceptualization to implementation. Stakeholders are invited in a variety of mediums with the intent on reaching as many individuals as possible. Care has been taken to avoid the “digital divide” by not just relying on electronic means to communicate LMS activities. Methods of communication of LMS activities include but are not limited to:

    - Newspaper advertisements
    - Publication on the Manatee County Calendar
    - Email list notification
    - Social media

- Public Notice and/or signage posted at the County Administration Building
- Notifications made through neighborhood groups (e.g. Homeowners Associations)
- Presentations made at local conferences in subject disciplines directly related to mitigation
- Information exchange with non-profit groups working in the discipline of mitigation related activities

This effort could not have been accomplished without the support of the Manatee County Board of County Commissioners and the City Councils/Commissions of Anna Maria, Bradenton, Bradenton Beach, Holmes Beach, Longboat Key, and Palmetto.

During the latest update period (2024/25) of the Manatee County LMS, the active membership of the Working Group was led by:

Chair: Joel Richmond, Manatee County Public Safety Department – Emergency Management Division, EM Coordinator, Deputy Incident Commander

Vice-Chair: Tom Gerstenberger, Manatee County Public Works Department – Engineering Division, Division Manager

Appendix A contains the annually updated list of the committee members and their jurisdiction/association.

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SECTION II

PROFILE OF MANATEE COUNTY

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Section II

Profile of Manatee County

A. NATURAL FEATURES AND TOPOGRAPHY

Manatee County is located in west-central Florida, bounded on the north by Hillsborough County, the south by Sarasota County, the east by Hardee and DeSoto Counties and the west by Tampa Bay, Sarasota Bay, and the Gulf of Mexico. The County is approximately 25 miles in length from north to south, 45 miles wide from east to west, and contains a total of 893 square miles. Of this 743 is land and 150 is water (55 inland, 46 coastal, and 49 territorial). In addition, there are 150 miles of waterfront and 27 miles of beaches. The average elevation is 12 feet.



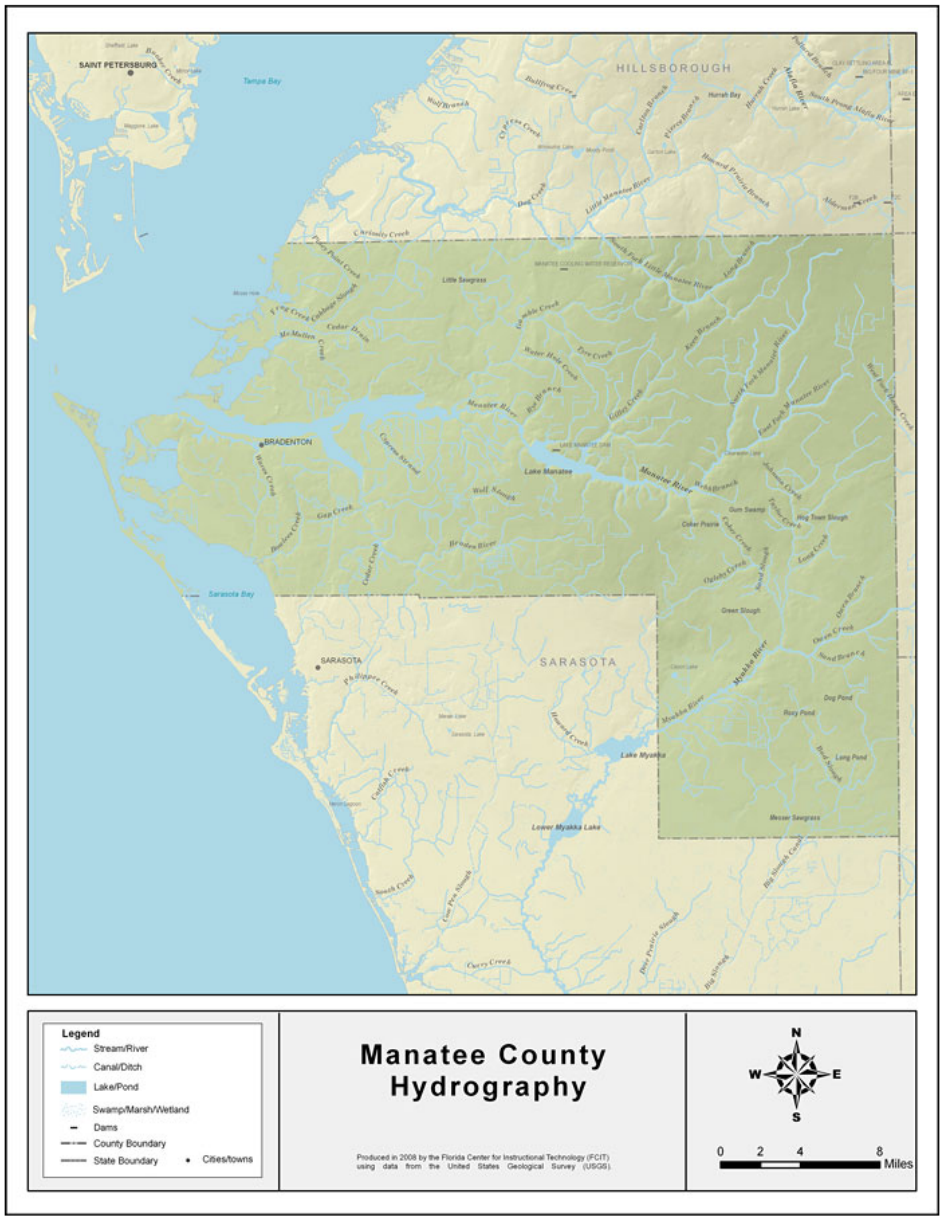
There are six incorporated jurisdictions in Manatee County: Anna Maria, Bradenton, Bradenton Beach, Holmes Beach, Longboat Key (a portion of which is also located in Sarasota County), and Palmetto. Bradenton is the largest in terms of both size and population. There are also several recognized unincorporated areas in the county: Ellenton, Myakka City, Oneco, Parrish, Terra Ceia, and Lakewood Ranch.

According to the Southwest Florida Water Management District there are three physiographic regions within the County. The areas west of Lake Manatee and the southwest corner of the County lie within the Gulf Coastal Lowlands. The northeast corner of the county is located in the Polk Upland zone with the remaining central and southeast sections within the

DeSoto Plain. The Coastal Lowlands are composed of nearly level plains below 40 feet mean sea level while the Polk Upland and DeSoto Plain have a gently rolling topography.

As a result of its subtropical climate and variable hydrology, Manatee County supports a rich and diverse complement of natural resources. There are three major rivers in the County: Manatee River, Braden River, and Myakka River. In addition, a portion of the watershed for the Little Manatee River is in the northeastern corner of the County.

Florida Waterways: Manatee County, 2008



The County is rich in water resources. Along Tampa Bay and Sarasota Bay are several recognized aquatic areas: Terra Ceia Bay, Palma Sola Bay, and Bishops Harbor. Bishops Harbor and Terra Ceia Bay are–recognized as aquatic preserves. It should also be noted that located immediately to the north in Hillsborough County is the Cockroach Bay aquatic preserve. Three man-made bodies of water are also worth noting. Lake Manatee, formed by the damming of the Manatee River, serves as the primary source of potable water for Manatee County and a portion of Sarasota County. The Evers Reservoir, formed by the damming of the Braden River, serves as the primary potable water source for the City of Bradenton. Lake Parrish serves as the cooling pond for Florida Power and Light's Manatee generating station. It is also worth noting that most of the coastal waters within Manatee County are also designated as Outstanding Florida Waters (OFW) by the State of Florida. OFW are waters designed worthy of special protection give their natural attributes.

Given its geology, Manatee County does not receive any significant amount of potable water from the Floridan Aquifer. The County does offer two benefits to its residents. The first benefit is economic in the eastern portions of the County - rich with deposits of phosphate rock can be found. Secondly, the County's geology is not favorable to the formation of sinkholes. Within the 17 counties, which comprise the Southwest Florida Water Management District (SFWMD), sinkholes develop more frequently north of Tampa Bay where the limestone base is closest to the land surface and the supporting sand and clay layers are thin. All of Manatee County falls in the area identified as an area where sinkholes are a rare occurrence.

B. DEMOGRAPHICS

In 2018 the United States Census determined Manatee County's population to be 349,855 while the County's six jurisdictions were: 1,749 Anna Maria; 57,644 Bradenton; 1,278 Bradenton Beach; 4,261 Holmes Beach; 7,362 Longboat Key (total based of entire jurisdiction located in both Manatee and Sarasota Counties); and 13,717 Palmetto.

Manatee County has experienced a 12% increase in growth since 2018. Current population is estimated to be 441,095 (Manatee County, FL, 2023 U.S. Census Bureau July 2023 Estimate), and making Manatee County the 16th largest county in Florida. The Metropolitan Planning Organization's 2035 Long Range Transportation Plan estimates approximately 1,500 dwelling units will be built each year through to 2035. Approximately 80% of the County's population resides in the unincorporated areas, leaving 20% under city jurisdiction.

AREA, POPULATION AND DENSITY BY JURISDICTION

Jurisdiction	Area (per sq. mile)	Population (2023)	Persons (per sq. mile)
Anna Maria	0.86	1,008	1,172
Bradenton	17.16	57,076	3,327
Bradenton Beach	1.19	918	1,092
Holmes Beach	1.91	3,044	5,814
*Longboat Key	16	7,488	468
Palmetto	5.75	13,577	2,361
Manatee County	893	441,095	494

**Numbers based on entire jurisdiction located in both Manatee and Sarasota Counties.*
Source: *United States Census Bureau, Population Estimates Program (2023)*

POPULATION DISTRIBUTION BY AGE

Age Group	Population	Percentage %
Under 9	39,006	8.8
10 - 19	43,931	10
20 – 29	43,184	9.8
30 – 39	48,437	11
40 – 49	47,432	10.8
50 - 59	53,678	12.2
60 - 69	71,662	16.3
70 - 79	62,897	14.3
80 +	30,868	7

Source: *U.S. Census Bureau, Census Reporter (2023)*

The median age in Manatee County is 49.5 years.

As the County continues to grow and thrive, it remains vulnerable to a wide range of natural, technological and man-made hazards. Natural hazards include hurricanes, floods, tornadoes, storm surge, lightning, high winds, sinkholes, wildfires and drought. Technological hazards include electrical failures, sewer failures, radiologic exposures, cyber incidents, and chemical exposures. Human-made hazards include terrorism, mass casualties, bomb threats, hostage situations and workplace violence. Manatee County and its population of over 440,000 residents need to prepare for all of them.

Identifying both the physical and the cultural geographic features of a region are vital in order to understand and prepare for the impact of the various types of hazards. Section II builds a profile of Manatee County in an effort to identify, understand, and make available information to its citizens to be used to prepare residents to mitigate, respond, and to recover from various types of hazards.

C. HOUSING MIX

The greatest population concentration in Manatee County exists in the areas most vulnerable to impact from specific hazards, such as hurricanes, tropical storms, and transportation/hazardous material spills. Identifying high hazard areas and assessing the number of dwelling units and people living in those threatened areas will indicate how susceptible Manatee County is to displacement following a large-scale disaster.

According to the United States Census Bureau Population Estimates Program (PEP), updated annually, there are 220,657 housing units in Manatee County. This is a 6.2% increase from the 2020 Census. Of the 220,657 units, 80.1% (176,772) were owner-occupied, which grew from the previous year of 76.9%. Furthermore, approximately 15,000 or 7.7% of the dwelling units are located within a high hazard area. The average household size is 2.36 for owner-occupied and 2.51 for renter occupied.

Manatee County has seen a growing interest in multi-family homes. Since 2020 the number of 2-unit homes increased by an astounding 70%; whereas 1-unit structures only had a 20% increase. Property value since 2020 has also boomed by average 130%. The average value for housing units based on the U.S. Census Bureau for 2023: in Bradenton Beach is $419,400, in Longboat Key is $909,700 in Palmetto is $219,700, and countywide is $453,600. No Census information was located for Anna Maria, Bradenton City, or Holmes Beach. The following tables provides a breakdown of housing units by jurisdiction for 2022:

HOUSING OCCUPANCY BY JURISDICTION

Description	Manatee County	City of Anna Maria	City of Bradenton	City of Bradenton Beach	City of Holmes Beach	*Town of Longboat Key	City of Palmetto
Total Housing Units	220,657	1,577	28,187	1,872	4,202	9,708	6,906
Occupied Housing Units	176,772	486	22,161	444	1,590	4,171	4,957
Vacant Housing Units	3,885	1091	6,026	1,428	2,612	5,537	1,949
Homeowner vacancy rate	1.5	9.8	2.0	13.0	6.3	3.9	0.9
Rental vacancy rate	15.8	95.20	14.2	80.9	79.3	65.5	8.0

**Numbers based on entire jurisdiction located in both Manatee and Sarasota Counties.*
***Source**: American Community Survey, U.S. Census Bureau - 2022 data*

HOUSING UNITS IN STRUCTURE BY JURISDICTION

Description	Manatee County	City of Anna Maria	City of Bradenton	City of Bradenton Beach	City of Holmes Beach	*Town of Longboat Key	City of Palmetto
Total Housing Units	220,657	1,577	28,187	1,872	4,202	9,708	6,906
1-unit, Detached	114,877	1,343	12,249	348	1,869	2,252	2,268
1-unit, Attached	15,875	38	2,072	72	241	443	448
2 Units	7,383	140	788	247	524	86	263
3 or 4 Units	5,717	40	1,514	223	374	242	115
5 to 9 Units	11,134	10	3,346	163	293	647	50
10 or More Units	23,922	6	6,938	586	823	5,638	1,746
Mobile Home/RV/Boat	29,360	0	1,280	233	78	399	2,016

**Numbers based on entire jurisdiction located in both Manatee and Sarasota Counties.*
***Source**: American Community Survey, U.S. Census Bureau - 2022 data*

D. ECONOMIC PROFILE

Majority of the industrial activity in the County is generally associated with, or near Port Manatee - located in the northwestern corner of the County adjacent to Hillsborough County, along the U.S. 41 & 301 corridors, and south of the Manatee River. Additional industrial sites can be found east of U.S. 41 in the area of the Tropicana Products, Inc. Plant. Although not classified as an industrial activity, phosphate mining and associated industries can be found in the eastern portions of the County. Office space is primarily located within the central business district of Bradenton, in downtown Palmetto and near Lakewood Ranch Boulevard and University Parkway. Malls like Ellenton Premium Outlets showcase how commercial activity primarily consists of strip-mall throughout the County.

CIVILIAN LABOR FORCE STATISTICS

Category	County	Florida	USA
Labor Force	195,951	11,095,400	171 million
Labor Force % of County Population	45.66%	n/a	n/a
Unemployment Rate	3.3%	3.3%	3.39%

***Source:** United States Bureau of Labor Statistics, May 2024*

Manatee County has over 30 companies that employ more than 250 people. Some of these major employers include the School District of Manatee County, Manatee County Government, Blake Medical Center, Manatee County Sheriff's Office, Manatee Memorial Hospital, Bealls Inc., IMG Academy, IMG Academy, and Tropicana Products Inc. The two tables below list the major private and public sector employers within the County.

LARGEST EMPLOYERS

Private Sector	Full-Time employees
Bealls Inc	2,100
Tropicana Brands Group	1,050
IMG Academy	902
Pierce Manufacturing, Inc.	630
Feld Entertainment	562
TriNet	500
SYSCO West Coast Florida, Inc.	468
Sun Hydraulics, Inc.	468
Public Sector	**Full-Time employees**
Manatee County School District	7,000
Manatee County Government	2,300
Manatee Memorial Hospital	1,900
Manatee County Sheriff's Dept	1,300
Blake Medical Center	1,471
City of Bradenton	550
State College of FL Manatee Sarasota	500
Source: *Bradenton Area Economic Development Corporation*	

Per the U.S. Census County Business Patterns 2021 dataset, 86.9% of establishments within the County employ less than 50 employees and 90.5% employ less than 500. The ones that employ 500 or more are mostly involved in manufacturing, transportation/warehousing, construction, educational services, health care and assistance, professional, and food services. The following table indicates the employment by industry type for Manatee County:

EMPLOYMENT ESTIMATES BY TYPE OF INDUSTRY

Employment Sector	# of Businesses	# of Employees
Agriculture, forestry, fishing & hunting	27	1,217
Mining, quarrying, oil and gas	1	Not avail
Utilities	14	227
Construction	1,295	9,231
Manufacturing	294	8,329
Wholesale trade	428	3,993
Retail trade	1,354	20,212
Transportation/Warehousing	228	4,220
Information	133	1,517
Finance and insurance	563	3,337
Real estate, rental and leasing	826	2,788
Professional, scientific and technical	1,260	5,128
Management of companies & enterprise	73	2,114
Administrative support	846	8,078
Educational services	141	2,477
Health care and social assistance	1,084	15,966
Arts, entertainment and recreation	178	2,653
Accommodations and food services	711	13,165
Other services (except public admin)	919	4,505
Industries not classified	10	13
Total for all sectors	10,368	109,279

Historically, agriculture has played an important role in the County's economy. Agricultural activity is concentrated primarily east of the I-75 corridor. The Florida Department of Agriculture and Consumer Services' 2022 Florida Agriculture by the Numbers Reported, has the following information for Manatee County:

2007, 2017 and 2022 Florida Statistical Abstract			
	2007	2017	2022
Active Farms	794	753	637
Acres in Production	225,101	192,630	156,600
Acre Distribution:			
Cropland	77,299	71,172	76,790
Woodland	25,9416		25,022
Timberland		362	
Pasture	92,184	162,568	117,483
Other Uses	29,672		
Reported Income	$239,624,000	$360,119,000	$321,817,000

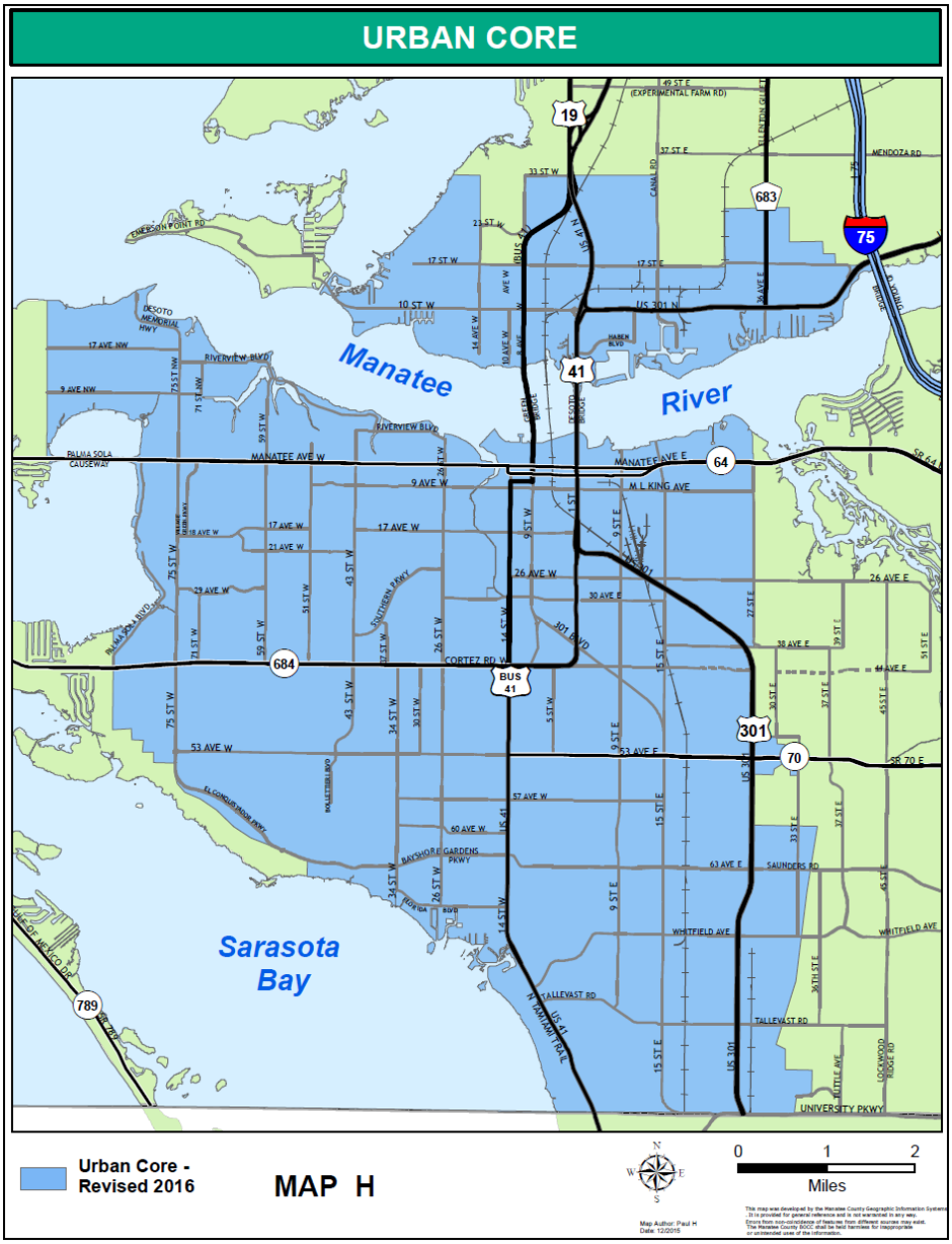
Statistical Report	**Unit type**	**County Rank in Florida**
Citrus (production -all types)	3,282,000 boxes	9th
Commercial Citrus	16,231 acres	9th
Citrus Trees	2,110,000 trees	9th
Milk Cows	4,100	7th
Cattle and Calves	31,500	19th
Beef Cows	16,300	14th
Source: *Florida Department of Agriculture and Consumer Services' 2022 Florida Agriculture by the Numbers Report*		

E. FUTURE LAND USE

In 2003 the County published a vision document entitled *Imagine Manatee: A Vision for Manatee County.* It is not possible to anticipate the County's future growth without an understanding of its historic growth trends. The following observation was taken from Imagine Manatee: *"The County's population progressively filled in the areas between the barrier islands and the cities of Palmetto and Bradenton, creating Manatee County's present-day urban core. As the resident population grew, agricultural lands were increasingly replaced by suburban development. Today, the county continues to draw new residents attracted to the county's climate, lower taxes and overall cost of living, availability of housing, proximity to regional markets, and abundant recreational resources. The local economy has developed around tourism, retirement living, retail trade and real estate development."*

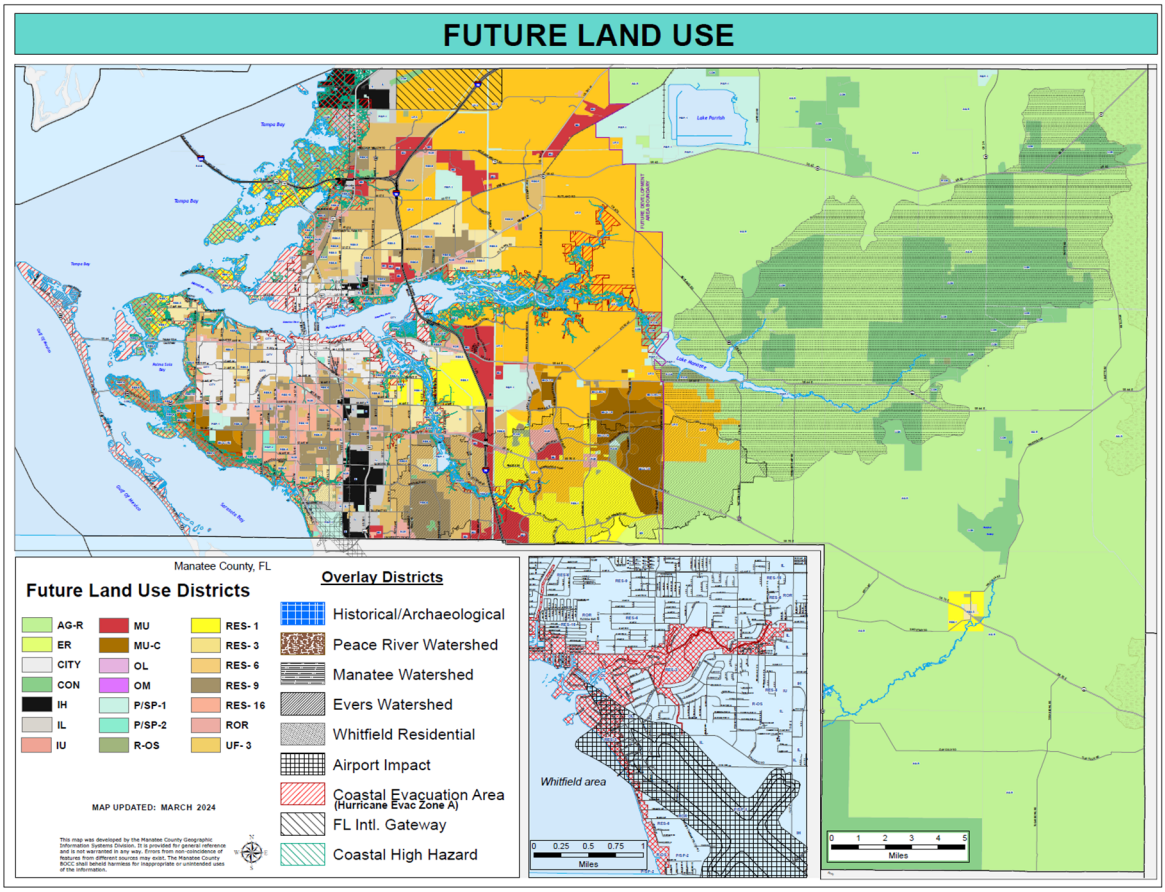
With the enactment of Florida's growth management efforts, the County made a concerted effort to ensure that an urban service boundary was

established. As seen in the following map, in 2016 the County updated the area established as the Urban Core:



Growth has expanded areas east of Lakewood Ranch past the Future Development Area Boundary, where the eastern portion of the County was primarily rural. Subdivisions have been approved over the last few years extending infrastructure past the FDAB and encroaching on agricultural lands. The developing area (closer to the I-75 corridor) is now transitioning to more suburban uses while the older urban core continues to see development and investment. This development pattern is also reflected on the County's adopted Future Land Use Map.

The County has taken steps to protect the Lake Manatee and Evers Reservoirs and Peace River watersheds through the establishment of land use overlay districts. The purpose of these overlays is to limit the type and intensity of development within the watersheds. To protect the rural character of the eastern portions of the County, the Comprehensive Plan was amended to include provisions intended to recognize and protect the character of the unincorporated communities of Parrish and Myakka City. To further protect the rural and agricultural character of the eastern portions of the County, the County is reviewing its Comprehensive Plan to ensure that new large-scale development does not occur in the rural area.



What will the future conditions be in Manatee County? In their 2023 projection publication, the Bureau of Economic Business Research (BEBR) estimates that Manatee County's population in the year 2050 could increase to 614,600 – an increase of 291,767, or 52.5%, since 2010.

In February 2013 the County published a report document analyzing alternative growth plans and their impact on infrastructure and service delivery entitled *How Will We Grow? A Conversation with the Community*. The How Will We Grow? project came about from the challenges that arose from the boom and bust economy during the years 2000-2005. As new

leaderships developed, they began questioning the reasoning behind many growth policies as some of the regulations seem to be having the opposite effect.

The County has remained predominately rural with agricultural lands accounting for approximately 53 percent of the County's land area. Urban (developed) land exists primarily in the western portion of the County and includes commercial, government, industrial, institutional, recreation, and residential land uses. These uses have steadily increased and account for approximately 43 percent of the County. There are approximately 245,632 acres of vacant land with an Agricultural/Rural Future Land Use designation which is outside the utility service area for central potable water and wastewater.

EXISTING LAND USES (2024)

Future Land Use Category	Acres	% of Total
Ag (AG-R)	245,632	52.6
Commercial (OL, OM, ROR)	5,532	1.2
Government (50% of PSP-1, PSP-2 / 15,510ac)	9,165	2.1
Industrial (IL, IH, IU))	9,117	2.1
Institutional (CON)	54,217	11.6
Recreation (ROS)	2,200	0.4
Residential (ER, RES, UF-3)	115,003	24.6
Utilities (50% of PSP-1, PSP-2)	9,165	1.6
Total Acres – unincorporated county	466,626	
Note: *MU and MU-C account for 16,596 (3.5%) acres and are divided as follows:* *70% residential (11,610 ac)* *15% commercial (2,470 ac)* *5% industrial (840 ac)* *10% recreation (1,680 ac)*		
Source: *Manatee County Government - GIS Systems Analyst and Manatee County Property Appraiser*		

The results of How Will We Grow? generally recognized that past practices of restricting the County to low-rise and low-density development types is not a recipe for a community that wants to attract better employment opportunities, businesses, and a younger and more educated workforce. The report also identified some actions that should be done, no matter what alternative is chosen. The County has already begun to address changes in its land development regulations to provide greater opportunities for growth, to include more locations for greater building heights and density, increasing the variety of land uses in developing areas and allowing the free market to work more in the community.

Based on historical trends remaining in place, most of the population will reside in the unincorporated portions of the County, generally in the area east of I-75 corridor and the area north of the Manatee River.

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SECTION III

THE BLUEPRINT TO –

MITIGATION STRATEGY

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Section III

The Blueprint to Mitigation Strategy

A. GOALS AND OBJECTIVES

The Local Mitigation Strategy (LMS) is Manatee County's program developed to reduce or eliminate all forms of loss from natural or man-made disasters. The goal is to establish and maintain an ongoing process that continually assesses potential disasters, develops corresponding mitigation techniques and incorporates preparedness and response into the consciousness of the entire community. The County's LMS's process has produced the assessed vulnerabilities of the community to a variety of hazards, identified a comprehensive list of plans, programs and projects to decrease the magnitude of those vulnerabilities and prioritized the implementation of respective initiatives.

The preparation of the goals and objectives was undertaken by the LMS Working Group, comprised of staff from both the County and participating local governments. As a result, a wide range of technical expertise was available to provide input into the development of the LMS goals and objectives. In preparing the LMS goals and objectives, the Working Group drew upon information contained in each jurisdiction's Local Government Comprehensive Plan (adopted pursuant to Chapter 163, Part II, Florida Statutes), Community Rating System, Flood Plain Management Plans, Repetitive Loss Initiatives, and other relevant documents. By drawing upon the adopted local government Comprehensive Plans, the LMS effort ensures that the goals and objectives are reflective of the County's and its jurisdictions' long-term vision. In accomplishing its work, the LMS Working Group strove to ensure that the LMS goals and objectives were consistent with, not in conflict with, and/or furthered existing statutory and regulatory requirements. Furthermore, the goals and objectives were structured in a more generalized manner, since to one degree or another, all the jurisdictions in Manatee County are susceptible to the hazardous events described in this LMS. This approach allows for flexibility in the way the participating local governments implement the goals and objectives.

The LMS Workgroup discussed and decided the following goals and objections were not to change for the 2024 Update.

The following list of goals and objectives are the guiding principles that are used to develop the overall strategy of the LMS and to evaluate initiatives for implementation:

Goal 1:	**Maximize hazard prevention and mitigation efforts.**
Objective 1.1	Encourage structure retrofit programs to address identified flood, wind, evacuation vulnerabilities. (maybe by level of risk, income, etc.)
Objective 1.2	Regularly review and update list of vulnerable existing public and private critical facilities and encourage pre-disaster retrofit.
Objective 1.3	Identify post-storm redevelopment options and where feasible, purchase land in known vulnerable areas to prevent future loss to life or property. Purchased land through FEMA's Hazards Mitigation Grant Program or by the County depending upon potential uses.
Goal 2:	**Minimize adverse effects of a disaster/hazard event on the residents and properties of Manatee County.**
Objective 2.1	Develop strategies to address the special needs populations of the county.
Objective 2.2	Encourage disaster planning training through collaborative programs with appropriate government agencies and the private sector.
Objective 2.3	Continue to develop training and improve communication of mitigation knowledge between all Emergency Support Function (ESF) agencies.
Objective 2.4	Promote and expand CERT training and service opportunities throughout the county.
Objective 2.5	Periodically evaluate and update new communication technologies with the public and internal response agencies.
Goal 3:	**Reduce the number of repetitive loss properties.**
Objective 3.1	Explore funding opportunities to retrofit, relocate, or acquire properties susceptible to repetitive flooding.
Objective 3.2	Require systematic maintenance programs for stormwater management systems.
Objective 3.3	Look to limit residential development to low density only in repetitive flood loss areas.

Goal 4:	**Strengthen incentives to protect vulnerable properties and encourage development in less vulnerable areas.**
Objective 4.1	Monitor floodplain regulations and enforcement to assess effectiveness.
Objective 4.2	Develop and support economic incentive programs for both public and private sectors promoting benefits of structural retrofitting.
Objective 4.3	Discourage variances and exceptions in flood hazard areas as identified by Flood Insurance Rate Maps, storm surge, and historical flooding.
Objective 4.4	Promote the Florida Building Code standards requiring new developments and construction to meet applicable wind load standards for the county.
Objective 4.5	Promote regulations for new structures in 100-year flood areas to be elevated in conformance with or exceeding current Florida Building Code.
Objective 4.6	Ensure consistency across plans, ordinances and regulations regarding mitigation strategies and initiatives.
Objective 4.7	Encourage enforcement and enhancement of current standards and initiatives.
Objective 4.8	Strengthen existing land use regulations and policies through enhancement of review procedures and enforcement.
Objective 4.9	Review and consider policies to assure more permeable area in development, by limiting construction of paved surfaces and decreasing run-off.
Objective 4.10	Promote and support incentives to encourage higher standards of protection to structures and facilities from hazards.

Goal 5:	**Increase the level of disaster awareness through enhanced public education.**
Objective 5.1	Provide education and information to the public and business community about local efforts in mitigation techniques, planning and programming (i.e. events such as Hurricane Expo and general presentation to community group).
Objective 5.2	Utilize print media, television, radio and computer technology to educate the public on mitigation.
Objective 5.3	Annually provide outreach specifically to properties immediately adjacent to the repetitive loss properties as part of the Community Rating System outreach and repetitive property owner outreach programs.
Objective 5.4	Educate the public that are living or working in defined hazard areas so they understand their vulnerability and know appropriate techniques.
Objective 5.5	Encourage interested individuals to participate in hazard mitigation training.
Goal 6:	**Encourage a disaster-resistant economy that embraces a broad socioeconomic spectrum.**
Objective 6.1	Establish programs, facilities and resources to support business resumption activities by impacted local businesses.
Objection 6.2	Consider the needs of key employers in the County Emergency Management Plan (CEMP) and Post-Disaster Recovery Plan (PDRP).
Objection 6.3	Encourage community businesses to make their facilities and operations disaster resistant.

B. EXISTING POLICIES, PROGRAMS, AND RESOURCES

As the population continues to grow in Manatee County, hazard mitigation regulations must address new structures being built in areas susceptible to unusual occurrences either through prohibition, limitation, or strong codes to reduce potential losses.

The process of developing the LMS includes an assessment of current programs that are associated with hazard mitigation with an emphasis to coordinate and unify mitigation policies and programs into a single approach. The establishment of goals and objectives is critical to the development of the LMS. It is emphasized that any statement of a goal or an objective is subject to revision based upon a broad range of considerations. Economics, political influences and changing demographic factors will influence the environment within which the LMS is developed. Continuing review of goals and objectives to accommodate these factors is essential to the effectiveness of the LMS and its future development. The purpose of this review is to specifically evaluate the effectiveness of current mitigation processes in the context of goal and objectives implementation, as identified, in the LMS planning process.

As part of the adopted growth management initiatives, floodplain management strategies and the countywide Emergency Management Plan, this review is also part of a continuing assessment performed by local governments of current policies, programs and plans. Section I, along with this section, list the current regulations, plans/policies and/or programs within the County and municipalities. Appendix F – Guiding Principles and Implementation, identifies how the participating municipalities have incorporated mitigation into their planning processes, policies and/or ordinances. The County and communities within continue to strive to expand and improve upon their mitigation measures as is illustrated below, in Appendix F and with the extensive listing of mitigation initiative projects identified in Appendix G.

Guided by the stated goals and objectives, Manatee County and the participating jurisdictions, currently have processes that are effective with respect to hazard mitigation. The understanding of these processes assists in the development of the LMS as well as with maintaining continuity among local growth management and emergency management plans, land-development regulations, building codes and other ordinances and programs. Further development of these programs will bring together the County processes through coordination of programs within County government and through inter-agency coordination with all local governments and businesses within the County.

The following key points are areas where greater attention is required to strengthen regulatory frameworks and better integrate other similar processes:

Regulatory Review:

Local regulatory procedures manage growth through the development review process. These regulations are principally associated with mitigating the impacts of development associated with floodplains/floodways, wetlands and coastal high-hazard areas. The current regulatory framework continues to address certain issues and techniques that may assist in furthering hazard mitigation initiatives that are listed below. Some of these topic issues include items that may be better established first through policy within the Comprehensive Plan and then drafting and modifying regulations for consideration to be provided through development-review and building-permitting functions.

At a minimum the following items should be addressed:

a) Watershed alteration
b) Alternatives to redevelopment in high hazard areas
c) Development review and building permitting processes that incorporate hazard mitigation alternatives, potential flooding from hurricane storm-surges, and associated wind and wave action
d) Redevelopment of, or the prohibition of, non-conforming uses after a disaster (an economic analysis may be required)
e) Development/redevelopment in areas associated with repetitive losses due to natural disasters
f) Storm surge/severe winds of greater magnitude storms

Plans and Policy Implementation:

Comprehensive Plans are used to guide growth based upon factors such as: development limitations, public-service provision and environmental resource protection. Additionally, the County and municipalities have adopted other plans for use in mitigating hazards and in the development review process.

These plans are principally associated with mitigating development by:

a) Limiting development density through limiting public-service provision for various areas within the County – some of which are associated with hazard prone areas
b) Prioritizing areas for protection and implementing a preservation or conservation value
c) Minimizing (non-mitigated) development within high-hazard coastal areas

d) Identifying the need to retrofit and improve stormwater systems
e) Maintaining adequate level-of-service capacities associated with public infrastructure and services
f) Implementing procedures of the Comprehensive Emergency Management Plan

At a minimum, the following additional items should be addressed:

a) Redevelopment of existing properties after a disaster to ensure mitigation strategies that would minimize the number of non-conforming uses are considered
b) Modify the Comprehensive Plan to recognize strategies approved within the LMS, per Chapter 163, Florida Statutes and 9J-5, Florida Administrative Code and Post-Disaster Redevelopment Plan (PDRP)
c) Update the Comprehensive Emergency Management Plan to use hazard mitigating strategies as identified through the Local Mitigation Strategy and Post-Disaster Redevelopment Plan (PDRP)
d) Establish a policy direction that encourages removal of septic tanks or hazardous sites from high hazard areas throughout the county after a catastrophic event
e) Establish policy direction to ensure evacuation shelters are addressed per the direction of the CEMP

Program Implementation:

The County has implemented programs that are effective in mitigating hazards, which mostly address the hazards associated with flooding at this time. Currently, some of the plans are not seamless with one another. One of the principal purposes of the LMS is to connect these programs and "identify areas for strengthening" to ensure implementation of the LMS. Plans principally associated with mitigating development that are becoming better integrated are:

a) Post Disaster Redevelopment Plan (PDRP)
b) Greenways and environmental lands acquisition – some areas identified for acquisition may serve a dual purpose (recreation/preservation and hazard mitigation)
c) National Flood Insurance Program and the Community Rating System criteria that provide for the provision of flood insurance
d) Floodplain Management and Stormwater drainage programs – these programs have been established to minimize and mitigate flooding hazards

At a minimum the following items should be continued:

a) Development of more monitoring systems to measure flood levels
b) Expansion of acquisition programs to acquire more hazard prone areas
c) Review of allowances made for nonconforming uses to re-build
d) Update the Comprehensive Emergency Management Plan to include a definition of critical facilities as defined within the Local Mitigation Strategy
e) Review repetitive-loss cases to better examine historical patterns of repetitive damage to determine whether the policy should be expanded or modified to other areas
f) Establish a permanent funding source for mitigation projects within the Capital Improvements Program
g) Identify alternatives (and incentives) in building techniques for development within high hazard areas
h) Identify all potential hazards in the review of new development

Capabilities:

Strengthening the Role of Local Governments
As has been described earlier in this document, local governments in Manatee County have taken steps to strengthen themselves both in terms of capital facility improvements and ordinances, regulations, and programs. Becoming more disaster-resistant is not limited to just hardening of structures. There are a number of activities that the County and municipalities can undertake to strengthen the role of local governments to lessen the impacts resulting from
emergency events that do not require expending money on capital projects. Plans can be modified, laws and regulations can be amended, informational materials published and distributed, and professional training augmented. Ideas were generated from a variety of sources: interviews with local jurisdictions, and information generated from LMS Survey forms, the LMS Workgroup and sub-committees, and discussions with local governments. The suggestions for countywide projects resulting from the various discussions with local government include:

1. Projects on the LMS should be incorporated in local government comprehensive plans, capital improvement elements (CIE), at the time the CIEs are on an annual basis in accordance with Section 163.3177 (3) (a), Florida Statutes (F.S.).
2. As permitted under Section 163.3177 (7) (h) & (l), F.S., local governments could incorporate optional comprehensive plan element for public safety, or a hazard mitigation/post-disaster redevelopment plan.

3. Integrate the LMS into the Comprehensive Emergency Management Plan as appropriate and within the state specified guidelines.
4. Assess existing CRS programs to determine ways to strengthen and improve the local jurisdiction's CRS rating and support non-CRS communities to join the program.
5. Recommend that public building construction, whether it be new construction or renovation of older public structures, incorporate hazard mitigation building practice, whenever financially feasible.
6. Recommend to the appropriate authorities, the incorporation of safe room requirements in the local building code.
7. Update existing PBC post-disaster redevelopment plans and prepare a model plan as a guide for local jurisdictions.
8. Support in the continuing effort of coordination and mutual support between the County, local, and business community, before, during, and after a disaster event.
9. The LMS WorkGroup should work with the partner communities and the County to continue ongoing funding and staffing for the continuation of LMS.
10. Recommend emergency building permit procedures to local authorities and jurisdictions.
11. Seek avenues to provide technical assistance in grant writing and engineering for local jurisdictions in the support of LMS projects.
12. Develop a model CEMP mitigation element as a guide for local jurisdictions in mitigation plan development.
13. Seek opportunities and potential funding sources to bury electrical wires, especially in multi-jurisdictional projects.
14. In order to increase shelter capacity countywide, support the retrofitting of all appropriate structures suitable for use as shelters. Develop and disseminate multi-media outreach program countywide that will support the goals of LMS.

Capability assessments examine existing gaps or weaknesses within ongoing government activities that could preclude mitigation activities and possibly exacerbate community hazard vulnerabilities. Each municipality is unique in its planning, regulatory, fiscal, political, and outreach capabilities; however, each city has adopted the county Comprehensive Emergency Plan, Emergency Operations Plan and Floodplain Management to expand on and improve their existing capabilities and identify mitigating actions. The capabilities and gaps have been identified for each municipality identified in the table below.

Manatee County Capabilities

Plan/Ordinance	Unincorporated County	Municipalities					
		City of Anna Maria	City of Bradenton	City of Bradenton Beach	City of Holmes Beach	Town of Longboat Key	City of Palmetto
Local Mitigation Strategy	✓	✓	✓	✓	✓	✓	✓
Comprehensive Plan	✓	✓	✓	✓	✓	✓	✓
Zoning Ordinance	✓	✓	✓	✓	✓	✓	✓
Subdivision Ordinance	✓	✓	✓	✓	✓	✓	✓
Floodplain Ordinance	✓	✓	✓	✓	✓	✓	✓
Erosion, Sedimentation, and Pollution Control Ordinance	✓	✓	✓	✓	✓	✓	✓
Other Special Purpose Ordinance	✓	✓	✓	✓	✓	✓	✓
Building Code	✓	✓	✓	✓	✓	✓	✓
Stormwater Management Plan	✓	✓	✓	✓	✓	✓	✓
Site Review Requirements	✓	✓	✓	✓	✓	✓	✓
Captial Improvement Plans	✓	✓	✓	✓	✓	✓	✓
Local Emergency Operations Plan	✓	✓	✓	✓	✓	✓	✓
Flood Insurance Study	✓	✓	✓	✓	✓	✓	✓
Elevation Certificates	✓	✓	✓	✓	✓	✓	✓

C. NATIONAL FLOOD INSURANCE PROGRAMS (NFIP)

In addition to the potential for injury or loss of life from coastal or inland flooding is potential property loss. As of September 2019, Florida residents purchased 35% of all NFIP policies in the Unites States, 12.8% of those being for residents in Manatee County. This illustrates that Manatee County is very vulnerable to coastal and inland flooding.

Manatee County and the jurisdictions within its borders have committed to participating in the NFIP. To ensure continued compliance with the NFIP, each participating community will:

1. Conduct outreach projects for repetitive loss structure owners.
   a) Integrate new NFIP information and mapping into already existing strong community presentations
   b) Incorporate Flooding information into every Emergency Management presentation to the public.
   Implemented by: County and Municipal CRS Coordinators
2. Flood protection information.
   a) At each public library and development municipal building
   Implemented by: County and Municipal CRS Coordinators and emergency Management.
3. Public outreach on Flood Insurance Rate Maps (FIRM) and changes.

a) Provide information related to flood hazards, flood maps, etc., to the public upon request.
   Implemented by: County and Municipal Floodplain Managers

4. Promote the purchase of Flood Insurance by all property owners.
   a) Increase and continue outreach presentations to community and homeowners associations
   b) Incorporate flood insurance outreach into every emergency management presentation, increasing the reach of the message throughout the county and municipalities.
      Implemented by: County and Municipal CRS Coordinators and Emergency Management
5. Enforce Land Development Code and Flood regulations on new construction and monitor existing construction for compliance.
   a) Inform the community by news releases and open public meeting Community Outreach County Public TV
      Implemented by: County and Municipal Floodplain Managers and Building Officials
6. Mitigate existing stormwater structures to alleviate flooding.
   a) Review existing plans and continue to develop solutions to alleviate flooding.
      Implemented by: County and Municipal Floodplain Managers and/or CRS Coordinators and Engineering Department, in collaboration with Storm Water and Utilities departments.

Since flooding, both coastal and inland, is considered the most critical hazard facing the county, all jurisdictions participate in the NFIP, have a floodplain management program and participate in the Community Rating System (CRS). The following table establishes the initial involvement of the communities with the NFIP, current map information and the Community Rating System ranking, while also identifying communities and the county demonstrating compliance with the National Flood Insurance Program.

NFIP PARTICIPATION BY JURISDICTION

Jurisdiction	Joined NFIP	RLP	Current Effect. Maps	Last Community Assist. Visit	CRS Class
Anna Maria	02/01/1984	Appx. C	08/10/2021	03/25/2024	7
Bradenton	06/01/1981	Appx. C	08/10/2021	03/25/2024	6
Bradenton Beach	06/11/1971	Appx. C	08/10/2021	03/25/2024	6
Holmes Beach	06/11/1971	Appx. C	08/10/2021	03/25/2024	6
Longboat Key	04/20/1970	Appx. C	08/10/2021	03/25/2024	6
Palmetto	09/02/1981	Appx. C	08/10/2021	03/25/2024	7
Manatee County	06/26/1971	Appx. C	08/10/2021	03/25/2024	5

Source: *NFIP Flood Insurance (Jan 2025)*

CRS provides flood insurance premium discounts to NFIP-participating communities that take extra measure to manage floodplains above the minimum requirements. A point system is used to determine a CRS rating from 10 to 1, with the lower score indicating better ratings. The more measures a community takes to minimize or eliminate exposure to floods, the more CRS points are awarded, the lower their CRS Class Rating and the higher the discount on flood insurance premiums.
Below is the current information on the number of policies and the amount of the insurance in-force as of December 18, 2024.

NFIP POLICY INFORMATION

Community Name	Policies In-Force	Insurance In-Force Whole $	Written Premium In-Force $
Anna Maria	1,133	$338,123,200	$3,277,288
Bradenton Beach	1,537	$325,763,800	$2,435,904
Bradenton	4,244	$1,133,401,400	$4,100,744
Holmes Beach	3,364	$854,210,200	$6,919,208
*Longboat Key	9,725	$2,324,518,00	$10,880,966
Palmetto	2,093	$524,675,600	$2,339,230
Manatee County	22,203	$6,492,035,200	$17,319,917

** This information reflects the portion of Longboat Key, Florida located within Manatee County, as a portion of the town is located in Sarasota County*

Source*: http://www.fema.gov/policy-claim-statistics-flood-insurance (Dec 2024)*

As of October 1st, 2010, Manatee County has maintained a CRS Class 5, giving residents a 25% discount on their flood insurance premiums. The jurisdictions within Manatee County have maintained a CRS Class of 6-7, giving their residents 20% and 15% discounts on flood insurance premiums.

The County and its jurisdictions strive to reduce their vulnerability to flooding and actively seek to assist homeowners and businesses elevate or flood proof their structures.

D. RANGE OF PROJECTS FOR EACH HAZARD

Manatee County has developed a comprehensive range of different types of projects. Each of the LMS projects can be divided into 6 broad categories:

1) **Education, Awareness & Communication** - Actions to educate and inform citizens, officials, business owners, and property owners about the potential risk from hazards and ways to mitigate against them (e.g. providing mitigation education reading materials, outreach programs, etc.).

2) **Structural Retrofits & Additions** - Actions to modify and/or add to existing structures to mitigate against potential risks from hazards (e.g. storm shutters, back-up generators, etc.).

3) **Governmental Prevention** - Governmental actions that influence the way existing/future property and structures are built and developed to help bring forth mitigation goals (e.g. adopting a fire prevention ordinance, building codes that promote hazard mitigation, etc.).

4) **Technology** - Actions that require technological advancements to move mitigation goals forward (e.g. special GIS hazard layers, improved communication devices, etc.).

5) **Study, Research & Updated Information** - Actions that develop new information on risks, vulnerability, etc. to help with mitigation goals (e.g. stormwater drainage efficiency study, survey on how much citizens know about hurricane evacuations, etc.).

6) **Infrastructure Improvements** - Actions that improve infrastructure before and after hazardous events (e.g. new stormwater drainage systems, fixing road wash-out areas, etc.).

Manatee County currently has 85 main mitigation action items (projects) on the Project Priority Initiatives List, and with these, at least 22 projects which mitigation efforts address all identified hazards for the County. Reference Appendix G to see the projects, which incorporate the various hazards, and to see which jurisdiction each project considers.

It is worth noting that at least 32 mitigation action items (projects) address outreach and public education, as well as through all mitigation action items (projects) every category is touched thus making a well-rounded list of mitigation projects. To see which project(s) belongs to each category, view Appendix G.

E. CRITERIA FOR SCORING AND PRIORITIZING

With the creation of the LMS, the sponsoring governments, agencies, and departments developed the initiatives, then prioritized them using a scoring matrix developed by the LMS Working Groups. (See Appendix G)

The sponsor's prioritized initiatives were then presented to the Technical Working Group. The Working Group then reviewed, discussed, revised, and voted on each of the initiative, assigning them with a score and a ranking using the scoring matrix.

The list was then reviewed and revised by the Advisory Working Group. Following further discussion, the decision was made that like initiative should be scored alike and grouped. For this purpose, the scores derived from the matrix would be used as a guide to the grouping, and initiative not grouped would retain their original scores derived from use of the matrix.

In grouping the initiatives, in addition to using the scores derived from the matrix as a guide, considerations such as useful life of the initiative, cost-effectiveness, funding capability, and time required to implement and complete the project were factored.

F. PLANNING MECHANISMS

Manatee County and the communities within have other plans that will be reviewed and integrated into the LMS as they undergo regular updates. As previously mentioned in Section I, each of the participating jurisdiction, including Manatee County, have amended their Comprehensive Plan per the approved Evaluation Appraisal Report (EAR). The following is a list of plans and codes that have, and will continue to, be integrated into the Manatee County LMS.

- Manatee County Comprehensive Plan (2024)
- Manatee County Land Development Code (2024)
- Manatee County Comprehensive Emergency Mgmt Plan (2018)
- Manatee County Stormwater Master Plan (2021)
- Community Wildfire Protection Plan (2015)

The municipalities have also established:

- Emergency Management Plans that provides the procedures for all activities of each municipality before, during and after emergencies.
- Storm Water Management Plans that integrate with each other, focused on flood-related hazards and defines relevant mitigation goals and prioritizes these goals in their Action Plans.
- Floodplain Management Plans that are based on mitigation and enforcement of land and building development in the floodplain.
- Comprehensive Growth Management Plans that focus on controlling growth and development within municipalities and the county.

G. HISTORY OF PLAN INTEGRATION

One of the methods to most effectively implement the LMS is to propose and implement initiatives that will further the goals and objectives in the LMS. Initiatives, when implemented, will serve to mitigate existing issues. Other current plans, when reviewed and updated will be compared to the initiatives and objectives of the LMS to ensure that all planning activities work toward the common goal. Some identified planning mechanisms that have been utilized in the past include (but have not been limited to) floodplain ordinances, county and municipal comprehensive plans and land development codes, as well as comprehensive emergency management plan. Manatee County's Public Safety Department Emergency Management Division has oversight of the process for incorporating the LMS into other local government planning mechanisms. Some plans, such as the Comprehensive Emergency Management Plan (CEMP) and Continuity of Operations Plan (COOP), have prescribed processes that provide the opportunity for integration of LMS goals and objectives at scheduled intervals. During these planning cycles, Emergency Management reviews the LMS for consistency and identifies opportunities to link the LMS to the revised plans. As an example, information collected for the LMS risk assessment has been used to update the CEMP.

As part of the planning integration process, Emergency Management staff also continuously seeks plan-development opportunities that are not part of existing planning cycles but are relevant to the goals and objectives of the LMS. The process for linking the LMS is not only relevant to County planning projects, but also to all participating jurisdictions, includes

identifying mitigation- related elements in the plans under development, and assuring that policies and initiatives in the LMS are considered and addressed. Strategic planning is an example of this, as the process includes looking at both short- and long-term needs and addressing gaps and initiatives through policy and budget.

The LMS goals are used to help strengthen vulnerable critical facilities by using other grants, funding opportunities, and policy. The State Homeland Security Grant has been used to strengthen interoperable communication systems that are used during disasters. In addition, these grants have strengthened capabilities of the Emergency Operations Center (EOC) to provide redundant communications with other EOCs in the region and the State of Florida EOC in Tallahassee, Florida.

The Building and Development Services Department uses strict building codes to prevent loss from fires, natural disasters, as well as man-made events. Strict planning and building codes are used to minimize the vulnerability of newly constructed buildings throughout Manatee County.

The LMS Working Group looks to implement the Local Mitigation Strategy Plan through other plans and programs including updates to the Comprehensive Emergency Management Plan (using the hazards/risk assessment), and comprehensive future land use plans of Manatee County and municipalities. During the updating process, both of these documents will be revised to limit development in hazard areas, etc. These examples demonstrate that each participating jurisdiction is committed to incorporating mitigation principles and concepts into their normal operations and activities via their existing planning and programming processes. (See Appendix F)

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SECTION IV

HAZARD RISK & VULNERABILITY ASSESSMENT

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Section IV

Hazard Risk & Vulnerability Assessment

This section of the LMS includes the critical element that is the Threats and Hazards Risk Assessment (THIRA), which is a comprehensive and accurate assessment of the overall risk of all hazards and threats, and to determine vulnerability, and predict adverse impact that could potentially affect Manatee County and its communities. To minimize the losses suffered from disasters we must understand the type and severity of hazards that have the potential to affect Manatee County. Although the losses cannot be eliminated, much can be done to reduce the negative impact of a disaster. The THIRA is a tool used to gain the understanding needed to identify hazards, understand their potential severity and plan strategies to lessen the intensity, or mitigate, the damage due to the forces of and aftermath of a disaster. These mitigation strategies are used to develop and maintain the county-wide program called the Local Mitigation Strategy (LMS), as well as to how mitigation initiatives are determined and prioritized.

Consistent with Federal and State Plans and the County Comprehensive Emergency Management Plan (CEMP), the Manatee County LMS reflects an "All-Hazards" approach to mitigation. Consequently, the LMS Working Group researched technological, human-caused, and natural hazards that may affect the County. The THIRA includes the type and severity of hazards and the areas and populations affected. The information was compiled by one of the Public Safety Department Emergency Management Coordinators, along with stakeholder participation and feedback with those included in the Manatee Emergency Operations Workgroup.

The Plan addresses those natural and technological hazards as required by FEMA and the State of Florida. Based on meteorological, geological and topological research, two of these hazards – landslides and volcanoes - do not pose any significant threat to Manatee County.

For hazards which posed a credible risk to Manatee County and/or any of its six municipalities, discussion includes background, location, vulnerability, extent of impacts and probability. Rationale for omissions of hazards that are commonly recognized to have little to no effect on Manatee County and its six municipalities are included in subsection H of this Section, Section IV.

A. VULNERABLE POPULATIONS

A major goal of the LMS is to be able to reach every person in a community prior to, during and following an emergency event or disaster. To determine the means to provide effective support to the at-risk groups, we need to know which groups are at risk, where the people in these groups live or work, and the best ways they receive information.

Social vulnerability is defined in terms of the characteristics of a person or group that affect their capacity to anticipate, cope with, resist, and recover from the impact of a disaster in nature or society. A person's vulnerability to disaster is influenced by many factors such as, but not limited to; socioeconomic status, age, gender, race and ethnicity, English language proficiency, medical issues, and disability. Identifying some of these at-risk groups within the community, that could be disproportionately affected by disasters, is key to building a more resilience community profile. ~ Keeping in mind that many people may fit more than one category.

Socioeconomic status is one of the key factors of social vulnerability. It includes employment, income, housing (e.g., homelessness), and education level. People with lower socioeconomic status more likely lack resources needed to follow emergency preparedness instructions. By identifying at-risk groups ahead of time, you can plan more efficient evacuations or those who are unable/unwilling to lose a day's pay, identify people who need resources (e.g. food kits), and identify those who need transportation or special assistance.

Housing:

The greatest population concentration in Manatee County exists in the areas most vulnerable to impact from specific hazards, such as hurricanes, tropical storms, and transportation/hazardous material spills. Identifying high hazard areas and assessing the number of dwelling units and people living in those threatened areas, will indicate how susceptible Manatee County's is to displacement following a large-scale disaster.

According to the United States Census Bureau Population Estimates Program (PEP), updated annually, there are 220,657 housing units in Manatee County. This is a 6.2% increase from the 2020 Census. Of the 220,657units, 80.1% (176,772) were owner-occupied, which grew from the previous year of 76.9%. Furthermore, approximately 15,000 or 7.7% of the dwelling units are located within a high hazard area.

The average household size is 2.36 for owner-occupied and 2.51 for renter occupied. Manatee County has seen a renewed interest in multi-family rental products since 2012. The following table provides a breakdown of housing units by jurisdiction for 2022.

HOUSING OCCUPANCY BY JURISDICTION

Description	Manatee County	City of Anna Maria	City of Bradenton	City of Bradenton Beach	City of Holmes Beach	*Town of Longboat Key	City of Palmetto
Total Housing Units	220,657	1,577	28,187	1,872	4,202	9,708	6,906
Occupied Housing Units	176,772	486	22,161	444	1,590	4,171	4,957
Vacant Housing Units	43,885	1,091	6,026	1,428	2,612	5,537	1,949
Homeowner vacancy rate	1.5	9.8	2.0	13.0	6.3	3.9	0.9
Rental vacancy rate	15.8	95.2	14.2	80.9	79.3	65.5	8.0

**Numbers based on entire jurisdiction located in both Manatee and Sarasota Counties.*
***Source**: American Community Survey, U.S. Census Bureau -2022 data*

HOUSING UNITS IN STRUCTURE BY JURISDICTION

Description	Manatee County	City of Anna Maria	City of Bradenton	City of Bradenton Beach	City of Holmes Beach	*Town of Longboat Key	City of Palmetto
Total Housing Units	220,657	1,577	28,187	1,872	4,202	9,708	6,909
1-unit, Detached	114,877	1,343	12,249	384	1,869	2,252	2,268
1-unit, Attached	15,875	38	2,072	72	241	443	448
2 Units	7,383	140	788	247	524	86	263
3 or 4 Units	5,717	40	1,514	223	374	243	115
5 to 9 Units	11,134	10	3,346	163	293	647	50
10 or More Units	23,922	6	9,938	586	823	8,638	1,746
Mobile Home or RV	29,360	0	1,280	233	78	399	2,016

**Numbers based on entire jurisdiction located in both Manatee and Sarasota Counties.*
***Source**: American Community Survey, U.S. Census Bureau -2022 data*

The average value for housing units, based on the U.S. Census Bureau for 2022, in Palmetto is $219,700, in Bradenton $252,400, in Bradenton Beach $419,400, in Holmes Beach $662,900, in Longboat Key $909,700 and countywide $398,200. No information was located for Anna Maria.

Evacuation Levels and Flood Zones:

The at-risk population living within the County designated evacuation levels (the area that is at risk for severe storm surge flooding during a storm event) or flood zones (the geographic areas that FEMA has defined according to varying levels of flood risk) is shown in the two tables below.

POPULATION BY EVACUATION LEVELS

2020	Level A	Level B	Level C	Level D	Level E
Site-built Homes	77,215	20,675	42,222	55,667	37,163
Mobile/Manuf. Homes	18,519	2,095	2,767	2,860	2,209
TOTAL	95,734	22,770	44,989	58,527	39,372
2025	**Level A**	**Level B**	**Level C**	**Level D**	**Level E**
Site-built Homes	86,281	23,103	47,202	62,207	41,466
Mobile/Manuf. Homes	18,519	2,095	2,767	2,860	2,209
TOTAL	104,800	25,198	49,969	65,067	43,675

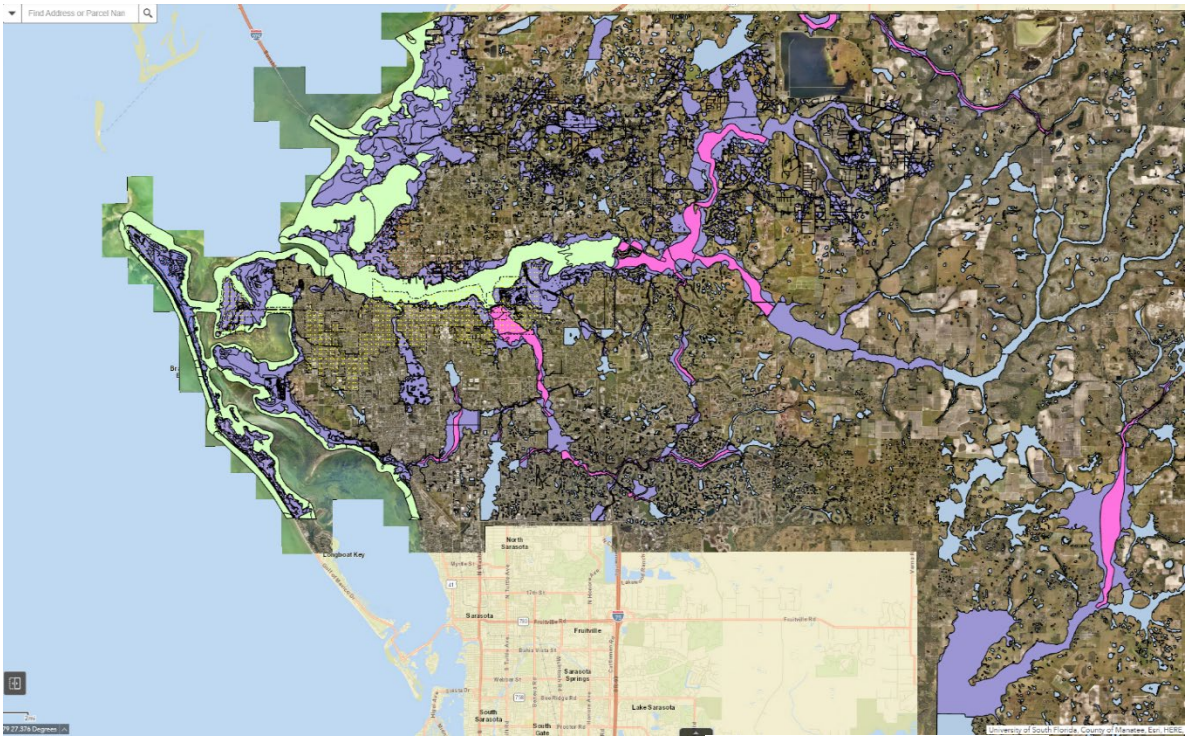
Source: *Florida Statewide Regional Evacuation Study Program – Evacuation Transportation Analysis (2025 update)*

BUILDING BY FLOOD ZONES

Land Use Category	High Risk (A or V)	Low Risk (X)
Residential	30,886	92,726
Mobile Homes	6,291	9,217
Multi-Family	29,582	38,873
Commercial	9,161	6,474
Industrial	1,485	2,389
Agricultural	3,425	893
Institutional	1,322	1,666
Government	1,987	1,533
Mixed	2,375	876
Other	3,133	2,380

Source: Manatee County GIS, 2024

The following maps are interactive and searchable by address, produced by Manatee County and is public for residents as well as all jurisdictions to utilize. Many jurisdictions include a link to both FEMA's Flood Hazard Layer as well as Manatee County's interactive Flood map on their website. Anyone within Manatee County can search their address and receive specific feedback on their flood and evacuation zones, pulled directly from the property appraiser.



Legend

FEMA Flood Zones

2021 DFIRM Floodway

2021 DFIRM Flood Zones

FLOOD ZONE

- A
- AE
- VE

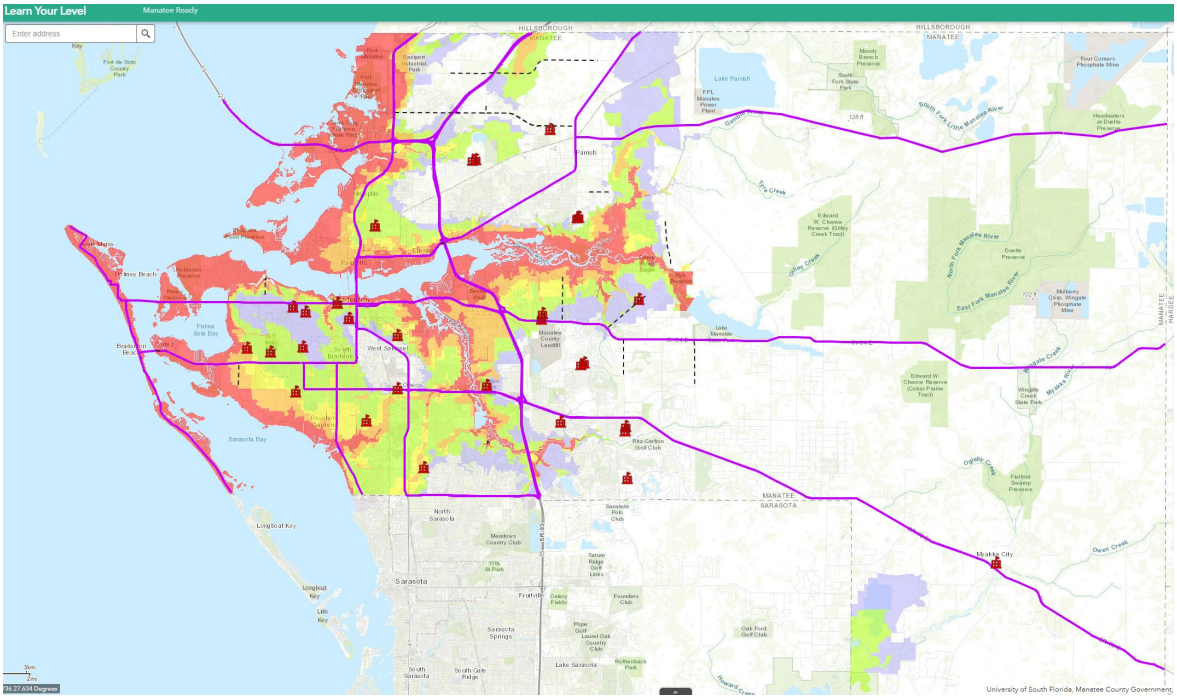
Evacuation Shelters

- Closed
- Open

Evacuation Routes

Evacuation Levels

- Level A
- Level B
- Level C
- Level D
- Level E



Seasonal Population:

Manatee County also has a regular influx of seasonal population which includes tourists, short-term or long-term visitors, persons who live here part of the year which includes migrant farm workers. The coastal areas experience concentration of tourist during the winter months. As per the 2020 U.S. Census, Manatee County has 28,386 vacant units as seasonal, recreational, or occasional use.

The Elderly:

Older adults are more likely to have medical problems that put them at an increased risk during a disaster. They might have chronic health problems, limited mobility, limited sight, hearing issues, or limited cognitive ability. Any of these health issues can limit their capacity to follow instructions. Older adults might also have reduced income, putting them at increased risk because of their limited resources. Some older adults are also isolated by their living situations or limited mass media use, making communication with this group difficult.

Over 28 percent of the County's population is of the age 65 and above, out of which 3 percent is above the age of 85 (12,838). Moreover, the 65 years and above population has increased by 2 percent since 2020. Most of the 65 year and older population is concentrated along, and west of, the US 41 corridor located both north and south of the Manatee River in Bradenton and Palmetto, as well as the US 301 N. corridor in Ellenton. Majority of the minority low-income elderly are concentrated primarily

along the US 41 corridor between Manatee Avenue and Cortez Avenue, as well as east of US 41 in Palmetto. Disasters usually affect older people more disproportionately. As mentioned in a Center for Disease Control (CDC) report, more than 70 percent of those who died as a result of Hurricane Katrina were elderly. Many of the 200 people who died as a result of the hurricane in Mississippi were also older adults. People above 65 years of age are specifically vulnerable due to both physical and financial reasons. In addition, according to the American Medical Association, there is a greater probability that seniors may be more susceptible to fraud and financial exploitation than other populations during times of crisis.

Children:

Young children are also more at risk, as they have yet to develop the resources, knowledge, or understanding to effectively cope with disaster, and they are more susceptible to injury and disease. Young children also are more vulnerable when they are separated from their parents or guardians, for example, at school or in daycare. Children are usually extremely vulnerable due to their high susceptibility to disease and post-disaster contamination. FEMA states that children are particularly vulnerable to post-disaster stress and anxiety and would require special and prolonged care. Also, having children that need to be cared for affects the ability of parents to resume their jobs/businesses in the recovery phase.

Approximately 17.1% of Manatee County's current population is under the age of 18 and 4.3% is below 5 years of age.

Disabled Persons:

Persons with a disability include those with a cognitive, physical, or sensory impairment that limits major life activities. People with physical impairments might include those with limited sight, hearing, or mobility or those who are dependent on electric power to operate medical equipment. For many people with medical conditions and disabilities, their ability to hear, understand, or respond to a warning is impaired. This group also includes those with access and functional needs, irrespective of diagnosis or medical conditions (e.g. cancer).

Approximately 15% of the County's population has some form of disability. As of May 2024, almost 1,600 persons were registered with the Manatee County Special Needs Registry (SPNR) for evacuation transportation or shelter assistance. Roughly 79% of the people registered (1245 people) are either in the hurricane evacuation areas (Level A through E) and 9.5% of the people registered (149 people) are in a mobile home in the County.

Recognizing a significant number of disadvantaged and disabled persons living in the County, the Emergency Management Division prepared a unique outreach packet for those who may require special assistance during a time of disaster, including finding a place to shelter and transportation during evacuation. A Special Needs Disaster Preparedness Packet includes a registration form, Special Needs Shelter Fact Sheet, and information the resident would need if driving themselves to the shelter.

Note: The U.S Census Bureau defines disability as a long-lasting sensory, physical, mental, or emotional condition or conditions that make it difficult for a person to do functional or participatory activities such as seeing, hearing, walking, climbing stairs, learning, remembering, concentrating, dressing, bathing, going outside the home, or working at a job.

Homeowner vs. Rental Population:

Understanding the percentage of renters in a community is essential as not owning a home makes this group extremely mobile and most likely to leave the County in the event of a major disaster. According to the 2020 U.S. Census, approximately 26% of the County's population lives in renter occupied housing units.

Losing population following a catastrophic event can have severe impacts on the County's economy making it increasingly difficult to recover quickly. This is a major concern for Manatee County especially since the County has seen a substantial increase of more than 225% in renter occupied housing units from 2000 to 2010 and has continued to grow.

Income:

A strong socio-economic status enables communities to quickly absorb and recover from losses whereas a weak one hampers their recovery and return to normalcy. As per the U.S. Census Bureau 2022 American Community Survey 1-year Estimates, approximately 14% of Manatee County households had a household income less than $25,000 and around 5.3% had less than $10,000. Moreover, in 2022 approximately 10.2% of the population was below the poverty line in comparison to 13.4% in 2017.

Low-income and lack of enough affordable housing choices are two factors that can drastically limit our ability to recover quickly from a major disaster. Low-income households are most likely to suffer greater relative losses and face difficulty in finding enough shelter options after a disaster as the available housing stock becomes limited, uninhabitable, or too costly to afford.

B. ECONOMIC VULNERABILITY

Describing vulnerability in terms of potential dollar loss provides the local government, State, and federal government with a common framework with which to quantitatively measure the effects of hazards on the community and more accurately determine the benefit-cost ration of investments in mitigation activities. It is an essential component to risk assessment and the ability to implement a strategy to prevent or reduce future losses. In Florida, it is a vital tool for decision-makers who must make the sometime difficult decisions regarding growth-management, land development regulations, and funding for infrastructure and mitigation projects.

Identifying employers located within high hazard areas and assessing the number of people employed by each will indicate how susceptible Manatee County's economy is to a large-scale disaster. To understand our economic vulnerability, employer distribution within the County was studied using data from U.S. Census Bureau, American Community Survey Estimates (2022).

The data outputs determined that approximately 500 businesses (that employ approximately 4,000 employees) exist in the high hazard areas.

The vast majority of industrial activity in Manatee County is generally associated with, or in close proximity to Port Manatee. The port is located in the northwestern corner of the County adjacent to Hillsborough County, along the U.S. 41 & 301 corridors, and south of the Manatee River. Additional industrial sites can be found east of U.S. 41 around the Tropicana Products, Inc. Plant. Although not classified as an industrial activity, phosphate mining and associated industries can be found in the eastern portions of the County. Office space is primarily located within the central business district of Bradenton, in downtown Palmetto, near Lakewood Ranch Boulevard and University Parkway. Malls like Ellenton Premium Outlets showcase how commercial activity primarily consists of strip-malls throughout the County.

CIVILIAN LABOR FORCE STATISTICS

Category	Manatee County	Florida	United States
Labor Force	195,951	11,095,400	171 million
Labor Force % of County Population	45.66%	n/a	n/a
Unemployment Rate	3.3%	3.3%	3.9%
Source: *United States Bureau of Labor Statistics, May 2024*			

Manatee County has over 30 companies that employ more than 250 people. Some of these major employers include School District of Manatee County, Manatee County Government, Blake Medical Center, Manatee County Sheriff's Office, Manatee Memorial Hospital, Bealls Inc., IMG Academy, and Tropicana Products Inc. The two tables below list down the major private and public sector employers within the County.

LARGEST EMPLOYERS

Private Sector	**Full-Time employees**
Bealls Inc	2,100
Tropicana Brands Group	1,050
IMG Academy	902
Pierce Manufacturing, Inc	630
Feld Entertainment, Inc	562
TriNet	500
SYSCO West Coast Florida, Inc	468
Sun Hydraulics, Inc	468
Public Sector	**Full-Time employees**
Manatee County School District	7,000
Manatee County Government	2,300
Manatee Memorial Hospital	1,900
Manatee County Sheriff's Dept	1,300
Blake Medical Center	1,471
City of Bradenton	550
State College of FL Manatee Sarasota	500
Source: *Bradenton Area Economic Development Corporation*	

Small businesses are at greater risk of not recovering from a major disaster. This is a key concern for Manatee County as a majority of the County's establishments are small businesses. The U.S. Census County Business Patterns (2021 Business Patterns dataset) show that 86.9% of establishments within Manatee County employ less than 50 employees and 90.5% employ less than 500. The ones that employ 500 or more are mostly involved in manufacturing, transportation and warehousing, construction, educational services, health care and assistance, professional, and Food Services. The following table indicates the employment by industry type for Manatee County.

EMPLOYMENT ESTIMATES BY TYPE OF INDUSTRY

Employment Sector	**Total Establishments**	**# of Employees**
Agriculture, forestry, fishing & hunting	27	1,217
Mining, quarrying, oil and gas	1	Not avail
Utilities	14	227
Construction	1,295	9,231
Manufacturing	294	8,329
Wholesale trade	428	3,993

Retail trade	1,354	20,212
Transportation and warehousing	228	4,220
Information	133	1,517
Finance and insurance	563	3,337
Real estate, rental and leasing	826	2,788
Professional, scientific and technical	1,260	5,128
Management of companies & enterprise	73	2,114
Administrative support	846	8,078
Educational services	141	2,477
Health care and social assistance	1,084	15,966
Arts, entertainment and recreation	178	2,653
Accommodations and food services	711	13,165
Other services (except public admin)	919	4,505
Industries not classified	10	13
Total for all sectors	10,368	109,279
Source: *United States Census Bureau, 2021 County Business Patterns*		

Historically, agriculture activity, concentrated primarily east of the I-75 corridor, has played an important role in the County's economy. The Florida Department of Agriculture and Consumer Services' 2022 Florida Agriculture by the Numbers Report, has the following information for Manatee County:

AGRICULTURAL ACTIVITY

Statistical Report	**Unit type**	**County Rank in FL**
Citrus (production -all types)	1,094,000 boxes	10th
Commercial Citrus	9,266 acres	10th
Citrus Trees	1,310,700 trees	10th
Milk Cows	4,400	7th
Cattle and Calves	39,000	13th
Beef Cows	16,000	16th
Source: *Florida Department of Agriculture and Consumer Services' 2022 Florida Agriculture by the Numbers Report*		

2007, 2017 and 2022 Florida Statistical Abstract			
	2007	2017	2022
Active Farms	794	753	637
Acres in Production	225,101	192,630	156,600
Acre Distribution:			
Cropland	77,299	71,172	76,790
Woodland	25,946		25,022
Timberland		362	
Pasture	92,184	162,568	117,483
Other Uses	29,672		
Reported Income	$239,624,000	$360,119,000	$321,817,000

DETERMINING ECONOMPIC IMPACT

Based on the type and severity of the hazard, the charts below, provided by Manatee County Property Appraiser, 2023 Final Taxing Authority Report, can assist with the general determination of economic impact.

City of Anna Maria			
Property Type	**No. of Lots**	**Assessed Value**	**Average Value**
Vacant Residential	89	$53,708,786	$603,469
Single Family Residential	1,288	$1,773,931,302	$799,910
Multi-Fam (less than 10 units)	123	$138,700,314	$1,127,644
Condominium	82	$37,035,801	$451,656
Vacant Commercial	6	$3,728,442	$621,407
Improved Commercial	63	$51,467,493	$816,944
Institutional	7	$9,835,546	$1,405,078
Government	27	$39,760,501	$1,472,611
Miscellaneous	6	$5,199	$866

City of Bradenton			
Property Type	**No. of Lots**	**Assessed Value**	**Average Value**
Vacant Residential	1158	$40,848,082	$35,274
Single Family Residential	12,397	$2,615,715,472	$210,995
Mobile Home	2	$27,584	$13,792
Multi-Fam (less than 10 units)	631	$127,804,325	$202,542
Multi-Fam (10 units or more)	44	$839,476,080	$19,079,001
Condominium	6,599	$1,251,329,315	$189,624
Cooperatives	426	$20,456,076	$48,018
Ret. Home and Misc Res.	578	$2,534,311	$4,384
Vacant Commercial	243	$31,146,191	$128,173
Improved Commercial	849	$846,665,500	$997,250
Vacant Industrial	1	$10	$10
Improved Industrial	99	$127,220,681	$1,285,057
Agriculture	9	$74,073	$8,230
Institutional	211	$428,292,995	$2,029,824
Government	296	$302,968,503	$1,023,542
Miscellaneous	61	$2,884,721	$47,290

City of Bradenton Beach			
Property Type	**No. of Lots**	**Assessed Value**	**Average Value**
Vacant Residential	134	$29,172,002	$217,701
Single Family Residential	275	$292,167,182	$1,062,426
Multi-Fam (less than 10 units)	150	$124,682,066	$831,213
Condominium	1,035	$456,806,021	$441,358
Ret. Home and Misc Res.	118	$20,215,924	$171,321
Vacant Commercial	2	$258,811	$129,405
Improved Commercial	51	$69,296,621	$1,358,757
Institutional	5	$4,434,616	$886,923
Government	48	$89,565,872	$1,865,955

City of Holmes Beach			
Property Type	**No. of Lots**	**Assessed Value**	**Average Value**
Vacant Residential	143	$56,204,533	$393,038
Single Family Residential	1,768	$1,719,047,716	$972,312
Multi-Fam (less than 10 units)	320	$297,556,775	$929,864
Condominium	1,692	$1,010,615,766	$597,290
Ret. Home and Misc Res.	272	$1,898,538	$6,979
Vacant Commercial	4	$1,315,187	$328,796
Improved Commercial	172	$114,290,702	$664,480
Improved Industrial	1	$1,844,038	$1,844,038
Institutional	12	$21,139,439	$1,761,619
Government	39	$12,172,883	$312,125
Miscellaneous	35	$813,771	$23,250

Town of Longboat Key			
Property Type	**No. of Lots**	**Assessed Value**	**Average Value**
Vacant Residential	162	$75,817,252	$468,007
Single Family Residential	850	$986,943,014	$1,161,109
Multi-Fam (less than 10 units)	37	$71,605,091	$1,935,272
Condominium	2,480	$1,406,546,752	$567,155
Ret. Home and Misc Res.	143	$246,356	$1,722
Vacant Commercial	16	$3,925,830	$245,364
Improved Commercial	42	$86,046,469	$2,048,725
Institutional	5	$13,670,421	$2,734,084
Government	56	$23,521,046	$420,018
Miscellaneous	21	$306,662	$14,602

City of Palmetto			
Property Type	**No. of Lots**	**Assessed Value**	**Average Value**
Vacant Residential	428	$31,537,740	$73,686
Single Family Residential	2,773	$676,878,300	$244,096
Mobile Home	150	$16,436,410	$109,576
Multi-Fam (less than 10 units)	128	$28,098,907	$219,522
Multi-Fam (10 units or more)	13	$55,067,789	$4,235,983
Condominium	944	$250,076,890	$264,911
Cooperatives	595	$52,561,976	$88,339
Ret. Home and Misc Res.	162	$4,088,008	$25,234
Vacant Commercial	109	$20,303,313	$186,268
Improved Commercial	450	$233,448,759	$518,775
Vacant Industrial	16	$3,527,878	$220,492
Improved Industrial	135	$78,326,165	$4580,193
Agriculture	11	$1,199,419	$109,038
Institutional	111	$99,926,122	$900,235
Government	111	$120,153,865	$1,082,467
Miscellaneous	30	$2,139,057	$71,301

Manatee County (unincorporated)			
Property Type	**No. of Lots**	**Assessed Value**	**Average Value**
Vacant Residential	19,587	$1,027,645,056	$52,465
Single Family Residential	98,309	$31,909,884,963	$324,587
Mobile Home	4,531	$372,338,060	$82,175
Multi-Fam (less than 10 units)	3,064	$661,446,684	$215,876
Multi-Fam (10 units or more)	113	$2,171,884,965	$19,220,220
Condominium	22,641	$3,928,473,520	$173,511
Cooperatives	5,804	$419,537,032	$72,284
Ret. Home and Misc Res.	11,590	$68,127,073	$5,878
Vacant Commercial	913	$210,563,181	$230,627
Improved Commercial	2,399	$3,468,704,063	$1,445,895
Vacant Industrial	343	$66,286,987	$193,256
Improved Industrial	1,266	$1,711,428,029	$1,351,838
Agriculture	2,074	$389,281,883	$187,696
Institutional	530	$1,062,788,018	$2,005,260
Government	1,314	$1,173,477,923	$893,057
Miscellaneous	873	$75,080,289	$86,002
Non-Agriculture Acreage	414	$256,628,136	$619,874

DESCRIPTION OF HAZARDS

C. NATURAL HAZARDS

Natural hazards are threats stemming from naturally occurring processes that produce a negative impact on life, property, and/or the environment. These processes have been occurring for much of earth's history, however they are typically only considered to be dangerous if they have a negative impact on humans and their way of life. Natural hazards can occur with a rapid onset with little to no warning or can take place over a prolonged period of time.

According to NOAA's National Centers for Environmental Information (NCEI), 2023 was the warmest year in NOAA's 174-year climate record. Especially when related to natural hazards, the threats and impacts of climate change will need to be assessed and addressed therefore will be included in probability of climate related natural hazards.

1. Hurricanes and Coastal Storms



Background: These storms called "tropical cyclones" which forms over tropical or subtropical waters. It is a rotating low-pressure weather system that has organized thunderstorms but no fronts (a boundary separating two air masses of different densities). Tropical cyclones with maximum sustained

surface winds of less than 39 miles per hour are called “tropical depressions”. Those with maximum sustained winds 39 miles per hour or higher are called “tropical storms”. When a storm’s maximum sustained winds reach 74 miles per hour, it is called a “hurricane”. The higher the category, the greater the hurricanes potential for property damage. Hurricanes originate in the Atlantic basin, which include the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico.

On average, seven hurricanes strike the United States every four years per the NOAA Technical Memorandum NWS TPC-5. Eighteen states along the east and gulf coasts, Hawaii, the U.S. Virgin Islands, the Territories of Guam and American Samoa, and the Commonwealths of Puerto Rico and the Northern Mariana Islands are all affected by hurricanes. More than 50 million people reside along hurricane-prone coastlines with 36 million residing along the Gulf of Mexico and Atlantic coast (Multi-Hazard Identification, FEMA 1997). Powerful wind is only one of the dangerous forces associated with a hurricane. Storm surges, storm tides and heavy rains may lead to flooding and tornadoes. According to the NOAA Technical Memorandum NWS TPC-5, Hurricane Katrina demonstrated that depending on the point of impact, a category 3 storm can be as or more devastating than a category 5. This hurricane was the costliest storm event ever recorded in the United States with $81 billion of damage. Katrina is ranked third in two categories, the third highest number of deaths (1,500) and the third lowest central pressure ever noted at 920 millibars. An event like Hurricane Katrina can help a community analyze its vulnerability to hurricanes. Hurricane Sandy (unofficially known as “Superstorm Sandy”) was the deadliest and most destructive hurricane of the 2012 Atlantic hurricane season, as well as the second costliest in United States history, at the time, at $65 billion. Much of the impact in the United States was to the Mid-Atlantic and New England States with major impacts to New Jersey and New York coastlines.

Regarding the county’s ever-changing development, Manatee County and its jurisdictions understand that with increasing development and population density, particularly on the coastlines, vulnerability increases. However, improved building codes throughout the jurisdictions increases the number of resilient infrastructure and can mitigate damage and improve community preparedness.

Probability: Due to Manatee County’s subtropical location and long coastline, the entire county is particularly susceptible to hurricanes and tropical storms and could experience a Category 5 storm with winds of 156 mph or greater. According to Colorado State University 2024 research on Tropical Cyclone Impact Probabilities, Manatee County has a 37% average probability of having impacts by any named storm, 18% average

probability of impacts of a Hurricane, and 8% average probability of impacts of a Major Hurricane (cat 3+).

According to the Center for Climate and Energy Solutions, climate change is worsening hurricane impacts in the United States by increasing the intensity and decreasing the speed at which they travel. Scientists are currently uncertain whether there will be a change in the number of hurricanes, but they are certain that the intensity and severity of hurricanes will continue to increase. These trends are resulting in hurricanes being far more costly in terms of both physical damage and loss of life.

Hurricane Wilma caused wind damage with 143 insurance claims. Hurricanes Jeanne, Frances, and Charley in 2004 caused flooding and wind damage to homes and businesses. Tropical Storm Gabrielle in 2001 had rain up to 9 inches, flooding roads, homes, and businesses from Anna Maria Island to Parrish with many downed trees and power lines. Hurricane Gordon flooded homes and businesses in Bradenton Beach. Tropical Storm Josephine in 1996 caused flooding, the heaviest on Anna Maria Island along with road damage in Longboat Key and Bradenton Beach. Tropical Storm Marco in 1990 had up to 6.14 inches of rain, causing flooding with damage to both public and private properties.

Hurricane Debby brought historic flooding with upwards of 18 inches of rain. This flooding happened in X Flood Zones and areas that see flooding regularly. Debby was about 120 miles off shore of Manatee County at its closest. Hurricane Helene brough 4-6 feet of storm surge. This surge is the largest in recent history causing catastrophic damage to the barrier islands and coastal areas. Again, Helene was about 120 miles off shore when the surge came to the county. After these two storms, Hurricane Milton came ashore with the northern eye wall being over the county with winds up to 120mph at its peak casing wind damage throughout.

The greatest threat posed by a hurricane or tropical storm to Manatee County is storm surge along the barrier islands, wind damage to homes, businesses, and coastal lands and inland flooding. Storm surge relating to the storms between January 1998 and June 2012 caused $8.050M in property damage in Manatee County and its jurisdictions. (National Climatic Data Center, NOAA). In 2024, both Hurricane Milton and Helene caused over $350 million in property damage to Manatee County's coastal regions due to 100year record storm surges and 100mph winds. Depending on location within the County, storm surge could vary from 19' at the barrier islands, 18.9' at Manatee Memorial Hospital along Manatee River and 8.8' at Lake Manatee Dam.

SAFFIR/SIMPSON HURRICANE WIND SCALE

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
Tropical Depression	<38 mph	Winds can produce some damage
Tropical Storm	39 to 73 mph <64 kt <119 km/h	Dangerous winds can produce some damage
1	74-95 mph 64-82 kt 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding, and gutters. Large tree branches will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last several days.
2	96-110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3	111-129 mph 96-112 kt 178-208 km/h	Devastating damage will occur: Well-constructed framed homes may incur major damage or removal of roof, decking, and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4	130-156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-constructed framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted, and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5	157 mph or higher 137 kt or higher 252 km/h or higher	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
Source: *http//www.nhc.noaa.gov/climo*		

DEPTH AND STORM SURGE AT SELECTED POINTS OF REFERENCE

Location	Elevation	C1 Depth[1]	C2 Depth	C3 Depth	C4 Depth	C5 Depth	C1 Surge[2]	C2 Surge	C3 Surge	C4 Surge	C5 Surge
North approach to Desoto Bridge	6.7	0.0	1.7	4.9	8.3	11.3	3.7	8.3	11.6	14.9	18.0
South approach to Desoto Bridge	15.3	0.0	0.0	0.0	0.0	2.7	3.2	8.8	12.0	15.2	18.0
East approach to Manatee Ave. – Lift Bridge	8.4	0.0	0.3	4.0	7.1	10.4	4.8	8.7	12.4	15.5	18.8
West approach to Manatee Ave. – Lift Bridge	10.1	0.0	0.0	2.2	5.3	8.6	4.8	8.7	12.4	15.4	18.7
East approach to Cortez Bridge	11.7	0.0	0.0	0.9	4.0	7.3	5.0	8.9	12.6	15.7	19.0
West approach to Cortez Bridge	9.7	0.0	0.0	2.8	5.9	9.2	5.0	8.8	12.5	15.6	18.9
Manatee Memorial Hospital	5.3	0.0	2.9	5.8	9.2	12.8	2.3	8.2	11.1	14.5	18.1
Anna Maria City Hall	5.5	0.0	2.9	6.3	9.5	12.7	4.6	8.3	11.8	15.0	18.1
City of Bradenton Beach City Hall	4.0	1.0	4.8	8.4	11.6	14.8	5.0	8.8	12.5	15.6	18.8
City of Bradenton City Hall	9.5	0.0	0.0	1.1	6.4	8.5	3.7	7.2	10.6	15.9	18.0
Manatee County Administration Center	14.8	0.0	0.0	0.0	1.3	3.2	2.7	5.6	9.0	16.1	18.0
City of Palmetto City Hall	15.3	0.0	0.0	0.0	0.5	2.8	3.1	7.9	12.0	15.8	18.1
Lake Manatee Dam	4.4	0.0	0.0	0.0	0.0	4.4	0.8	2.0	2.8	3.6	8.8
City of Holmes Beach City Hall	3.3	1.2	5.2	8.8	11.9	15.1	4.6	8.6	12.1	15.2	18.5
DeSoto Square Mall	16.2	0.0	0.0	0.0	0.0	1.0	0.8	2.0	2.8	13.1	17.2

[1] Depth refers to depth of inundation at the site (storm surge value minus the ground elevation)
[2]Surge refers to the storm surge value from the SLOSH Model

Source: *Florida Statewide Regional Evaluation Study Program, Storm Tide Atlas, Manatee, 2010*

Heavy rain associated with a tropical storm or hurricanes can cause flooding of riverine and low-lying areas. Hurricane Debby, a Category 1 that passed Manatee about 50mi off the coast and made landfall 200mi north in Aug 2024, dropped 13.49 inches of rain in 48hrs – barely below the 100-year flood NOAA prediction of 14.2 inches. The county is still calculating the damages from this event, estimated over $55 million.

Vulnerability: The barrier islands between northern Longboat Key and Anna Maria Island are most susceptible to the effects of storm surge created by tropical systems and severe winter storms. The combination of high tides and wind action can create coastal flooding and saltwater inundation of the barrier islands and is considered a significant risk factor. Secondary areas susceptible to these same impacts are the low-lying areas along the Manatee and Braden Rivers. Storm surge can range from 6 feet for a Category 1 storm to 28 feet for a Category 5 storm. Based on the

study done by Tampa Bay Regional Planning County, storm surge could go as far inland as Lake Manatee, with a surge of almost 9 feet.

Storm surge, enhanced by a squall line, of 3.0 to 4.0 feet above astronomical tides caused flood damage to 50 homes and pushed a few dry-docked boats into coastal streets, flooding portions of coastal road on Longboat Key, causing $200K in damage in January 1999. Hurricane Dennis, July 10, 2005, produced a storm surge of approximately 3 feet at Port Manatee, with waves eroding an estimated 20 percent of the shoreline on Anna Maria Island. Storm surge from Hurricane Ike in September 2008 caused minor flooding of roads in Holmes Beach. Storm surge and waves associated with Tropical Storm Debby in June 2012 eroded half the sand dunes at the south end of Anna Maria Island, an estimated $5.9M in damage.

EVACUATION LEVELS AND STORM SURGE
(FEET IN NAVD 1988)

Legends	Evacuation Levels	Instructions	Storm Surge Height
	Level A	Evacuate red areas and all manufactured homes	Up to 9 ft.
	Level B	Evacuate red and orange areas and all manufactured homes	Up to 14 ft.
	Level C	Evacuate red, orange and yellow areas and all manufactured homes	Up to 17 ft.
	Level D	Evacuate red, orange, yellow and green areas and all manufactured homes	Up to 21 ft.
	Level E	Evacuate red, orange, yellow, green and blue areas and all manufactured homes	Up to 24 ft.

***Source**: Florida Statewide Regional Evacuation Study Program, TBRPC*

The damage from the storm itself is related to wind speed and the accompanying "pressure" exerted on structures. Wind damage may also occur from hurricane spawned tornadoes. Tornadoes often form on the leading edge of a hurricane and have the potential to cause more destruction than the hurricane itself. Tornadoes are a threat in conditions ranging from tropical storms to the most powerful hurricanes. All of Manatee County is in danger from the cyclone winds of tornadoes, tropical storms, and hurricanes. The greatest threat is to the large number of manufactured homes, 31,252 based on information provided by the Manatee County Property Appraisers, throughout the County and to the numerous structures constructed prior to building code changes that resulted from the devastation created by Hurricane Andrew.

The coastal regions of the United States are associated with intense winds from tropical storms and thunderstorms. It is not uncommon to have winds that exceed 100 mph within these areas. Florida, including Manatee County, is susceptible to winds of greater than 100 mph on a regular basis. According to data from the American National Standards Institute – (1982), the Tampa Bay area is identified as having winds in excess of 100 mph return at an annual probability of 0.2% (a 50-year storm event). The probability is greater for occurrence of a storm with 70 mph winds.

The National Weather Service will issue a wind advisory with sustained winds at 31-39 mph for at least one hour or any gusts to 46-57 mph; a high wind warning will be issued with sustained winds 40-73 mph for at least one hour or any gusts greater than 58 mph. On the National Climatic Data Center website, the strongest wind gusts were 81 mph in 1969 and 1977.

Tropical Storm Colin made landfall in rural Taylor County, Florida on June 7, 2016, which resulted in 1.3 inches of rain and winds up to 50 mph for Manatee County. Anna Maria Elementary School was closed for one day, private property damage exceeded $300,000, County property damage exceeded $300,000 and the city of Bradenton reported over $200,000 in damages. Hurricane Hermine intensified into an 80 mph Category 1 hurricane just before making landfall in the Florida panhandle September 2, 2016. As a result of Hermine, Manatee County precipitation totals generally ranged from 5 to 10 inches, inundating streets in the eastern parts of the county. Residents in Bradenton, located in the western side of the county, evacuated their homes due to freshwater flooding. Coastal flooding also occurred due to tides of 2–3 ft above average. Winds reached tropical storm force at the Sarasota–Bradenton International Airport, with damage to roofs and porches, especially in Bradenton and Ellenton. Throughout the county, impacts from the storm left 72 homes with minor damage and 21 others with major impact. Damage in Manatee County reached $5.1 million. Tropical Storm Emily was a “pop up” storm on July 31, 2017, which formed and made landfall with 45 mph winds on Anna Maria Island. Local heavy rain caused flooding and a weak tornado caused minor damage. On September 10th/11th, 2017, Hurricane Irma weakened to a Category 3 prior to making landfall in Marco Island, Florida, which dissipated into a Category 2 or 1 by the time the eye wall was near Myakka City. This storm caused Manatee County to open all shelters (first time in history) and dispense the highest number of sandbags ever. This was also the first time in history that Manatee Memorial Hospital was evacuated. There were over 330 structures damaged or destroyed, 85% of the residents went without power for 10 days past the storms occurrence and there was one direct casualty from the storm. Before making landfall near Mexico Beach, Florida, as a Category 5 hurricane, Michael skirted the west

coast of Florida. This storm brought wind gusts below 40 mph with high wind surf and rip tide warnings to Manatee County.

In 2024 Hurricane Debby passed by the county 50 miles away and dropped almost 18 inches of rain causing an estimated $56 million in damages

Future Impacts: As we see storms rapidly intensify and become larger in span, we can expect worsening surge, wind, and rain from these systems. Additionally, with the 2024 season changing the topography of the barrier islands, surge could intrude further than before.

2. Severe Storm (Thunder, Lightning, Hail, etc.)

Background: Severe weather is any dangerous meteorological phenomenon with the potential to cause damage, serious social disruption, or loss of human life. These vary depending on the latitude, altitude, topography, and atmospheric conditions. High winds, hail, excessive precipitation, and wildfires are forms and effects, as are thunderstorms, downbursts, tornadoes, waterspouts, tropical cyclones, and extratropical cyclones. It has been estimated by FEMA that the nation receives approximately 100,000 thunderstorms annually with approximately 10% identified as severe. Florida leads the country with the number of thunderstorms and lightning strikes; however, Florida's thunderstorms are shorter in duration than thunderstorms that develop over western states (Arizona, Utah, and Nevada). Thunderstorms in Florida routinely last approximately 30 minutes and rarely affect an area greater than 15 miles. However, in other areas of the country, multiple storms can develop together and act as a singular system. These types of systems have been tracked for approximately 600 miles.



Hazardous conditions associated with thunderstorms include tornadoes, lightning, hailstorms, downburst and microburst winds and flooding. Strong "downburst" (winds) exist with thunderstorms. These winds are concentrated, straight-line, winds created by falling rain and sinking air and can have winds that exceed 125 mph. A separate wind phenomenon is the "microburst," which is comprised of narrowly concentrated downdrafts that can exceed speeds of 150 mph. Lightning occurs in all

thunderstorms and can strike anywhere (air and ground). The air through which lightning passes reaches temperatures of up to 50,000° F.

Hail is a form of precipitation that occurs when updrafts in thunderstorms carry raindrops upward into extremely cold areas of the atmosphere when they freeze into balls of ice. Hail can damage aircraft, homes, and cars, and can be deadly to livestock and people.

Lightning is a giant spark of electricity in the atmosphere between clouds, the air, or the ground. In the early stages of development, air acts as an insulator between the positive and negative charges in the cloud and between the cloud and the ground. When the opposite charges build up enough, the insulating capacity of the air breaks down and there is a rapid discharge of electricity that we know as lightning. Lightning can occur between opposite charges within the thunderstorm cloud (intra-cloud lightning) or between opposite charges in the cloud and on the ground (cloud-to-ground lightning). Lightning is one of the oldest observed natural phenomena on earth. It can be seen in volcanic eruptions, extremely intense forest fires, surface nuclear detonations, heavy snowstorms in large hurricanes, and obviously, thunderstorms.

As development increases throughout Manatee County and its jurisdictions, exposure to risks of severe storms increases. Adherence to new building codes and increasing notification and forecasting, vulnerability could decrease.

Probability: The probability of a thunderstorm occurring depends on atmospheric and climatic conditions. Information collected by the National Weather Service states that the Manatee County has between 100 and 110 days per year with thunderstorms. The principal season for thunderstorms is similar to that associated with hurricanes – the warmer tropical climate results in unstable air, which is conducive to the development of thunderstorms. It is predicted the frequency and intensity of severe storms will increase with climate change.

Manatee County's location on the Gulf of Mexico contributes to a high probability of severe thunderstorms, especially in the summer months. The beaches, extensive outdoor parks, and recreation areas, Lecom Park, airport, and golf courses are all areas where lightning strikes are more likely to impact residents and tourists alike. Further, lightning is a leading cause of wildfires in the more rural areas of the County. Manatee County's almost 32,000 mobile homes are highly vulnerable to high winds experienced during severe thunderstorms. While hail does not usually cause infrastructure damage, larger sized hail can impact open areas, windows, vehicles parked in open parking lots, and airplanes outside of their hangars.

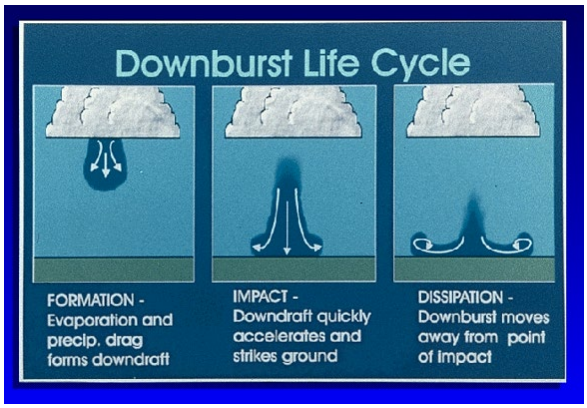
THUNDERSTORM CLASSIFICATIONS

Types Characteristics	Single Cell Storm	Multi-Cell Cluster	Multi-Cell Line (Squall Line)	Super-Cell
Severe Weather Occurs As:	Brief, isolated downburst; small hail; heavy rain; weak tornadoes	Downbursts, moderate size hail; flash floods; weak tornadoes	Downbursts; small-moderate sized hail; occasional flash floods; weak tornadoes	Strong downbursts; large hail; occasional flash floods; weak-violent tornadoes
Severe Event Predictability	Low	Moderate	Moderate	High (Once identified as Super-Cell)
Danger to Public	Low	Moderate	Moderate	Extreme
Source: *National Oceanic and Atmospheric Agency*				

Manatee County has about 11-13 lightning strikes per square kilometer a year, about 27,800 a year mainly from June - August based on information from the National Weather Service in Ruskin, FL.

Manatee County could experience hail as large as ping pong ball size or 1-1/2" in diameter. The National Weather Service rates the probability for damaging hail in Manatee County as low, with less than a 1% chance per year, as demonstrated on the NCDC website with only 2 reports of damages due to hail in 45 years, from 1969 to 2019.

Vulnerability: Manatee County is vulnerable to thunderstorms due to the availability of the ingredients needed to create thunderstorms. There is plenty of sunlight which warms the air, and updraft caused by approaching fronts or a sea breeze boundary off the Gulf of Mexico and many inland rivers, creeks, sloughs and lakes to provide a source of water vapor to feed thunderstorms.



As a result of its subtropical climate, Manatee County is also susceptible to damaging winds associated with thunderstorm activity. These damaging winds can be associated with either tornadoes or downburst (straight-line winds). Both forms of wind can cause a similar degree of damage. Tornado damage is often highly concentrated over a narrow width in relation to its damage length. Downburst damage is normally spread over a broader width but has a shorter damage length. In either case, both can cause substantial damage to structures.

When the right climatic conditions are present, severe thunderstorm/wind events can occur at almost any time during the year in any part of the County. Surprisingly, some of the most severe storms have occurred during the winter due to the dramatic climatic conditions that can arise between warm and cold weather systems. Therefore, it is not surprising that the NCDC reported that between August 14, 1958, and June 27, 2014, there were 115 severe storm/wind events in Manatee County. This is a 48% chance of occurring in a given year. These events resulted in one death and more than $2.63M in property damage.

In addition to heavy rains, winds and tornadoes, there are two additional damaging components of a severe thunderstorm – hail and lightning. Hailstorms occur in every state, but primarily within the mid-western area of the United States. Hailstorms cause more than one billion dollars of damage each year. In Florida, hailstorms occur mostly with the more severe thunderstorms, which occur from early summer through fall. Florida does not routinely receive hailstone greater than two inches in diameter. Large hailstones can be damaging to property and at times life threatening.

Lightning is an extremely dangerous threat to the residents of Manatee County. Lightning striking an individual or property is nearly a totally unpredictable event, and it can occur with or without the presence of a storm event. Lightning can occur anywhere in the County.

The greater the number of thunderstorms and/or their duration, the higher the number of lightning and hail occurrences. According to the NOAA National Climatic Data Center (NCDC), central Florida (including portions of the Tampa Bay area) has the greatest probability of lightning strikes within the continental United States and is known as “Lightning Alley”. In Manatee County the most dangerous severe storm period is from

June 1st through November 30th. It is during this period that the majority of lightning strikes occur. Injuries or deaths from lightning strikes have occurred primarily on golf courses or while fishing at the beach.

Lightning is an everyday occurrence with Florida's thunderstorms, which can result in property damage, injury, and death. Since September 10, 1996, the NCDC reports 33 lightning strikes directly related to over $8.7M in property damage, $40,000 in crop damage, 12 injuries, and three deaths in Manatee County.

TORRO HAILSTORM INTENSITY SCALE

	Intensity Category	Typical Hail Diameter (mm)*	Probable Kinetic Energy, J-m2	Typical Damage Impacts
H0	Hard Hail	5	0-20	No damage
H1	Potentially Damaging	5-15	>20	Slight general damage to plants, crops
H2	Significant	10-20	>100	Significant damage to fruits, crops, vegetation
H3	Severe	20-30	>300	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored
H4	Severe	25-40	>500	Widespread glass damage, vehicle bodywork damage
H5	Destructive	30-50	>800	Wholesale destruction of glass damage to tiled roofs, significant risk of injuries
H6	Destructive	40-60		Bodywork of grounded aircraft dented; brick walls pitted
H7	Destructive	55-75		Severe roof damage, risk of serious injuries
H8	Destructive	60-90		Severe damage to aircraft bodywork
H9	Super Hailstorms	75-100		Extensive structural damage. Risk of severe/fatal injuries to persons caught in the open
H10	Super Hailstorms	>100		Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open

*Approximate range (typical max size in bold), since other factors (e.g. number and density of hailstones, hail fall speed and surface wind speeds) affect severity.

HAIL DIAMETER AND SIZE DESCRIPTION

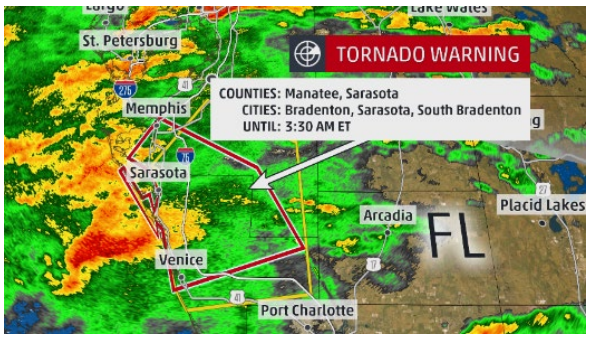
Hail Diameter	Size Description
1/4”	Pea size
1/2”	Mothball size
3/4"	Penny size
7/8”	Nickel size
1” (severe criteria)	Quarter size
1-1/4”	Half Dollar size
1-1/2”	Walnut or Ping Pong Ball size
1-3/4”	Golf Ball size
2”	Hen Egg size
2-1/2”	Tennis Ball size
2-3/4”	Baseball size
3”	Teacup size
4”	Grapefruit size
4-1/2”	Softball size
***Source**: National Weather Service*	

According to the NCDC, between May 27, 1969, and June 25, 2014, there were 56 hail events reported in Manatee County. Hail can occur anywhere in Manatee County. On May 20, 2009, quarter size hail was reported in downtown Bradenton and penny size reported in west Bradenton. January 17, 2011, quarter size hail was reported near Parrish. June 8, 2012, nickel to half dollar size hail was reported in West Samoset. May 25, 2014, nickel size hail was reported near the City of Bradenton. The worst occurrence of hail was reported as ping pong sized hail on May 4, 1996. This caused significant crop damage from Parrish southeast to Lake Manatee and north to the Hillsborough County line. Most of the cucumber, bell pepper, green bean and tomato crop was destroyed by the large hail.

Future Impacts: While there is no way to know exactly what the future impacts are, which expanding growth in the county, we could see more flooding and damage from severe weather.

3. Tornadoes

Background: A tornado is a violently rotating column of air that is in contact with both the surface of the earth and a cumulonimbus cloud or, in rare cases, the base of a cumulus cloud. Tornadoes come in many shapes and sizes, but they are typically in the form of a visible condensation funnel, whose narrow end touches the earth and is often encircled by a cloud of debris and dust.



Tornadoes materialize at the trailing edge of large frontal cyclones that result from the clash of high pressure and low-pressure weather systems moving at continental scales across North America. Because of climatic difference, southern states like Florida experience their most violent tornadoes in winter. A tornado event is not limited to winter, they can also be generated during the summer in association with afternoon thunderstorms. Most tornadoes are of short duration and do not touch down as the Category 4 or 5 events that make national headlines.

As development moves to the east, where Manatee County and its jurisdictions are more vulnerable to tornados, the risk increases. Enforcing building codes to standards of high wind thresholds and implementing early warning systems help lower the risk of impacts from tornados.

ENHANCED FUJITA SCALE FOR TORNADOS

Rating	Wind Speed	DAMAGE
EF-0	40 to 72 MPH	**Light Damage:** Branches broken from trees; chimneys damaged; shallow-rooted trees pushed over; signs and billboards damaged.
EF-1	73 to 112 MPH	**Moderate Damage:** Surface peeled off roofs; mobile homes pushed off of foundations or overturned; moving vehicles pushed off roadways.
EF-2	113 to 157 MPH	**Considerable Damage:** Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light-object missiles generated.
EF-3	158 to 206 MPH	**Severe Damage:** Roofs and walls torn off well-constructed homes; trains overturned; most trees in forest uprooted; heavy cars lifted off ground and thrown.
EF-4	207 to 260 MPH	**Devastating Damage:** Well-constructed homes leveled; structures with weak foundations blown off some distance; cars thrown, and large missiles generated.
EF-5	261 to 318 MPH	**Incredible Damage:** Strong frame homes lifted off foundations and carried large distance to disintegrate; automobile size missiles fly through air in excess of 300
Source: *National Weather Service*		

Probability: According to the NOAA website the United States averages approximately 800 tornadoes per year. Over the last two decades there have been more than 106 federally declared disasters due to tornado damage. Although Florida has between 50 and 100 tornadoes annually, it is not considered within "Tornado Alley." It should be noted that during severe storms, multiple tornadoes can form. Using probabilities of tornadoes based on the total number of tornadoes reported may be somewhat higher than by using the number of storms in which a tornado formed.

The National Weather Service ranks the Tampa Bay area as one of the highest areas in Florida for the occurrence of tornadoes. One of the deadliest tornado events in Tampa history occurred on October 3, 1992 when four people died and more than $100M in property damage occurred. In Manatee County the probability for an F0/F1 tornado is high, but most are the width of a house and on the ground for less than 1 mile, mainly in June-August. The probability of an F3/F4/F5 is very low during the dry season and the probability of an F2/F3 tornado is medium during tropical storms and hurricanes according to the National Weather Service in Ruskin, Florida.

There is a 2% chance in any given year that Manatee County will experience a tornado. While an F5 is possible during a hurricane, Manatee County historically has experienced up to F3 tornadoes.

Since 1955, the National Climate Data Center has recorded 88 tornadoes in Manatee County. These tornadoes resulted in two deaths, 25 injuries and nearly $4.25M in property damage.

According to the Storm Prediction Center, NOAA/NWS, the state of Florida has recorded approximately 3,478 tornadoes since 1950, with 172 fatalities and 3,413 injuries.

The most recent occurrences of tornados for Manatee County and its jurisdictions are located in Appendix B.

The northern portion of the Gulf Coast, between Tampa and Tallahassee as well as the Panhandle region has generally experienced more tornadoes. This is primarily due to the high frequency of thunderstorms making their way east through the Gulf of Mexico.

An analysis provided by Climate Central states that when excluding the weakest events, the overall number of U.S. tornadoes each year hasn't changed since 1970. Tornado activity has become concentrated in more frequent outbreaks (days with multiple tornadoes). The frequency of U.S. tornado outbreaks is increasing faster for the most extreme outbreaks. There is also evidence that tornadoes are getting more powerful in the U.S. and that fall tornado activity is increasing especially in the Southeast. Since 1979 "Tornado Alley" has shifted eastward, with increased tornadic activity observed in the South, Southeast, and Ohio Valley. However, there's no clear connection between these observed trends and climate change.

Vulnerability: As storm events with wind speeds ranging from 40 mph to greater than 318 mph, tornadoes can be expected to inflict a considerable amount of damage over a wide area. Consequently, tornadoes generate a tremendous amount of debris, which becomes airborne and creates

additional damage to other structures. Because of extreme winds and the amount of airborne material generated, people living in manufactured or mobile homes are most exposed to damage from a tornado. Pillared and/or unanchored businesses and residential units are at greater risk of damage from a tornado as well. All of Manatee County and its jurisdictions are susceptible to the possibility of a tornado.

The following observation from the State of Florida Enhanced Hazard Mitigation Plan, August 2013, is particularly relevant to Manatee County, especially considering the County's anticipated continued growth, particularly in those unincorporated areas east of I-75.

There have been many tornadoes in Florida that could have killed scores of people and caused millions of dollars in property damage, but most of these tornadoes did not hit heavily populated areas. On January 17, 2016, a tornado touched down near Albritton Road and 66th Street NW in Myakka/Duette. There were 7 people injured with one deceased. Damage was estimated at $173,876. The deadliest tornado event in the state's history occurred on February 22 and 23, 1998, in which 45 people were killed. As the state's population continues to increase, particularly in the interior part of the state, the threat of a devastating tornado event grows.

Future Impacts: With the county growing, more infrastructure equals more destruction possible from tornadoes throughout Manatee County and all its jurisdictions. The newer buildings however have a higher wind threshold which would give resistance to these systems.

4. Floods



Background: A flood is a general or temporary condition of partial or complete inundation of normally dry land from the overflow of inland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters from any source. Floods can occur in most communities in the United States. Flooding can result from the overflow of major rivers and their smaller tributaries, storm surge from hurricanes and other coastal storms, or inadequate local drainage. Historically, floods have been a factor in over 80 percent of all Presidential-declared disasters. The Nation's strategy for reducing flood damages has evolved from a reliance almost solely on structural flood control projects to a more comprehensive approach that emphasizes non-structural measures such as local land-

use planning and zoning, building codes, and acquisition or relocation of flood prone buildings.

The importance of a sound flood management policy is evident when flood and water related damage account for 75% of Federal disaster declarations.

The National Flood Insurance Program (NFIP) has played a critical role in fostering and accelerating this change. NFIP was established by the National Flood Insurance Act of 1968, which makes federally backed flood insurance available in those states and communities that agree to adopt and enforce floodplain management measures that meet or exceed minimum Federal criteria. The NFIP was broadened and modified by the Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance as a condition of receiving any form of federal or federally related financial assistance. The National Flood Insurance Reform Act of 1994 strengthened NFIP by providing for mitigation insurance and establishing a grant program for state and community flood mitigation planning and projects. Forty percent (40%) of the total flood insurance policies are within Florida, with 12% of flood claims made throughout the state. In Manatee County and the incorporated cities, there are 37,806 policies in force, with coverage in excess of 10.5 billion. This information was from the Policy and Claim Statistics for Flood Insurance on the Federal Emergency Management Agency (FEMA) website at https://www.fema.gov/policy-claim-statistics-flood-insurance/policy-claim-statistics-flood-insurance/policy-claim-13.

As development and urbanization in Manatee County and its jurisdictions continues to increase, this reduces natural water absorption and changes stormwater flows, which could increase risk in areas that previously did not have flooding risk. Development and implementation of better stormwater management and requirements in building codes throughout the jurisdictions, has helped mitigate those potential problems.

Probability: Manatee County, due to its topography, has suffered from island flooding from hurricane strength storms and numerous tropical systems since 1922. In addition, severe winter weather systems have caused significant coastal and inland flooding. In Manatee County, flooding can occur from the ocean or rising water of the Manatee River, Little Manatee River, Bowless Creek, Wares Creek, Terra Ceia Bay, Palma Sola Bay, and Sarasota Bay. The majority of the land east of I-75 comprises part of the Manatee River Valley floodplain.

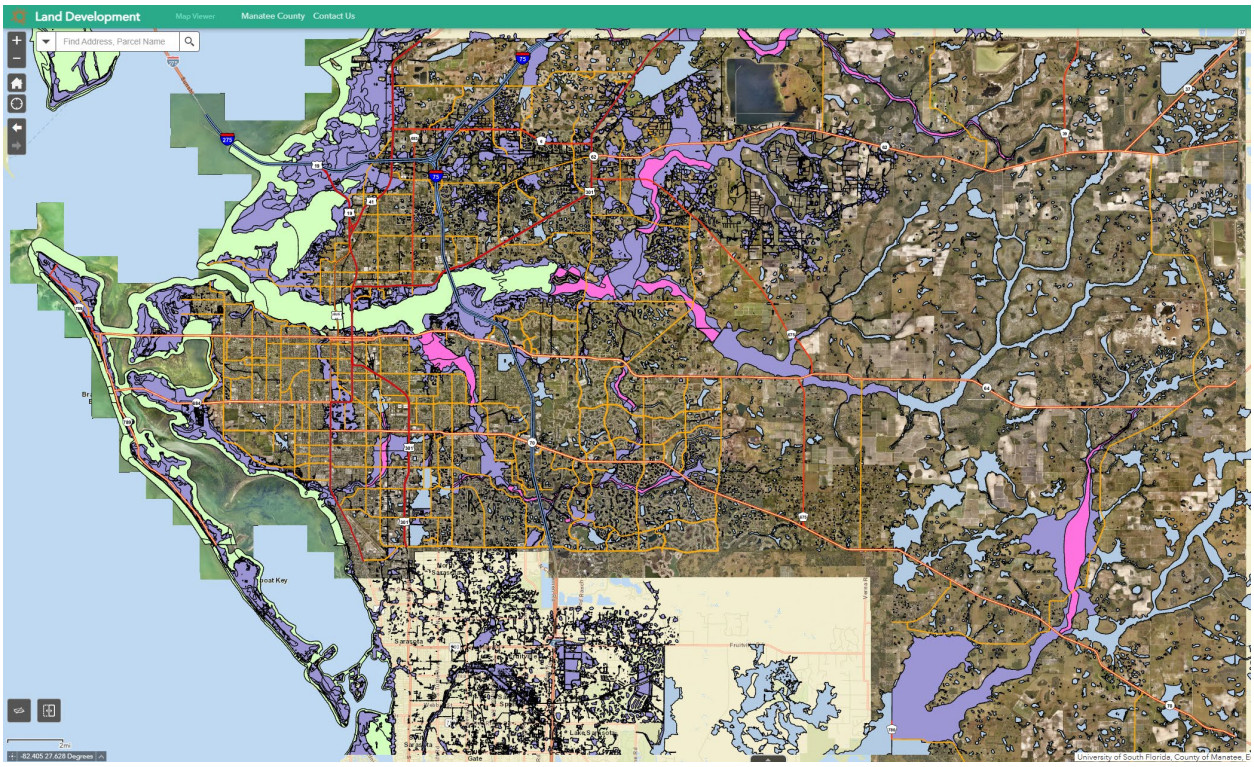
Localized flooding, based on probability, happens about 4 times a year within Manatee County and its jurisdictions.

The type of flooding events that have occurred within Manatee County include short duration flooding, freshwater flooding, drainage, and coastal tidal.

- Short duration flooding – this is typical of a frontal system, short period of rain, or very intense thunderstorm.
- Freshwater flooding – this type of flooding may occur when an excessive amount of rainfall accompanies a tropical storm or hurricane.
- Drainage – the topography and high-water table of Manatee County can make a small amount of rainfall very significant. Man-caused alterations to the land have disrupted natural flow patterns and can lead to shallow flooding over a large area.
- Coastal tidal – this type of flooding is generated from high tides and wind action and is a chronic problem within the coastal shoreline of Manatee County.

FLOOD ZONES

Zone	Description
A	An area inundated by the 1% annual chance flooding, for which no Base Flood Elevations (BFEs) have been determined. Depth for the 1% probability is not provided on the Flood Insurance Rate Map (FIRM), Flood depths range from 6 to 94 feet North American Vertical Datum of 1988 (NAVD 1988) which are elevations above mean sea level.
AE	An area inundated by the 1% annual chance flooding, for which BFEs have been established. Depth for the 1% probability is provided on the FIRM. Depths range from 6 to 94 feet NAVD 1988 depending on the area being reported.
VE	An area inundated by 1% annual chance flooding with velocity hazard (wave action). The BFEs have been determined. Depths for 1% probability event range from 10 to 17 feet NAVD 1988.
X500	An area inundated by 0.2% annual chance flooding.
X	An area that is determined to be outside the 1% and 0.2% annual chance flood plains



Vulnerability: Heavy rains and flooding have long been a factor of life in Manatee County. In the past, most residents were familiar with Florida Weather patterns, and built their homes accordingly – at least somewhat elevated with shutters. With the population explosion in the past half century, developers have come to Manatee County with little knowledge of its terrain and weather and have, as a result, created serious flooding problems throughout the County. The influx of new residents to the new development areas, have caused a strain on the infrastructure, and drainage problems have resulted countywide. Although coastal areas of the County have had requirements to elevate structures since the mid-1970s, no such restrictions were placed on inland development. Manatee County is experiencing more widespread flooding in residential areas and increased residential flooding due to a combination of rapid development, insufficient infrastructure, and ground-level homes being built in the newly developing areas.

Severe weather over August 26th and 27th of 2017 caused flooding after 23.28 inches of rain fell within a 24-hour period. Over 130 buildings were impacted, a small tornado struck the County Public Work Compound on 26th Ave E, and there was over $1 million in damage to canals and stormwater pipes. Over a 7-day period in August 2019, heavy rain brought upwards of 10 inches to portions of the County that filled storm drains and flooded one home.

In 2024 Hurricane Debby passed by the county 50 miles away and dropped almost 18 inches of rain causing an estimated $56 million in damages

Future Impacts: Growth in the county continues which can introduce more strain to stormwater systems. With this, we could see older areas experiencing flooding when they have not before. Additionally, areas that did not see flooding before could see more impacts.

5. Coastal and Riverine Erosion

Background: Coastal or riverine erosion is defined as the gradual wearing away of the earth's surface by the natural forces of wind and water. In Manatee County, erosion along the Gulf of Mexico, Tampa Bay, Sarasota Bay, and river shorelines is most noticeable after a significant rain and/or tidal surge event. In general, erosion is the horizontal displacement of soil. Although this is a natural effect, shoreline development is at risk when erosion occurs at a rate greater than the natural rate of soil replenishment.

Manatee County and its jurisdictions are a coastal and riverine county. Increasing population and development would cause increased risks to effects of erosion, but developmental projects like stabilization and buffer zones, to protect the coast and riverine areas, help mitigate risks.

Probability: Erosion rates and occurrences vary by area and with time. However, the probability of erosion is identified as having a return period directly related to the return period of a coastal storm or tropical cyclone – 100-year storm event.

On Anna Maria Island, based on historical measurements going back to 1993, there has been on average of a 10 feet horizontal retreat of the mean high tide line (equating to beach loss) per year (Manatee County Parks and Natural Resources Department).

One storm event, depending on wind direction and surge, could erode up to 350,000 cubic yards on Anna Maria Island (Manatee County Parks and Natural Resources). In 2013, Tropical Storm Debby eroded approximately 348,000 cubic yards of beach, on average 20-30 feet of width approximately 3 feet deep along the 7-mile-long island. The impacts cost the state and Federal government an additional $37.5 million to restore the dunes and vegetation along with the beach sand. It has been estimated that by the year 2040 the cost on the re-nourishment projects could increase to as much as $1.7 billion due to the rate of sea level rise, not taking into account severe weather that could cause greater increases.

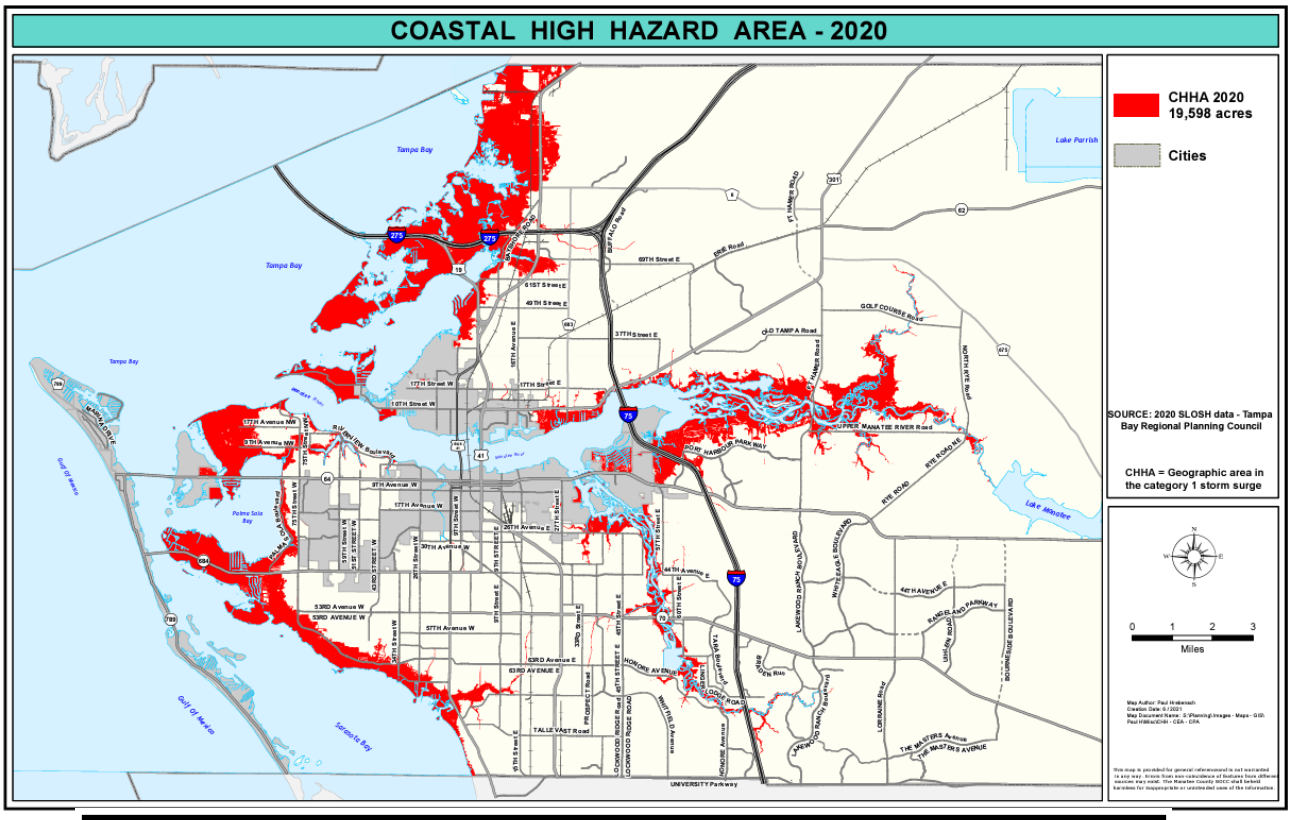
Hurricane Helene brought 4-6 ft of storm surge and pushed the sand onto the island with depths of 3-5 ft. This eroded the shoreline about 10-15 ft back.

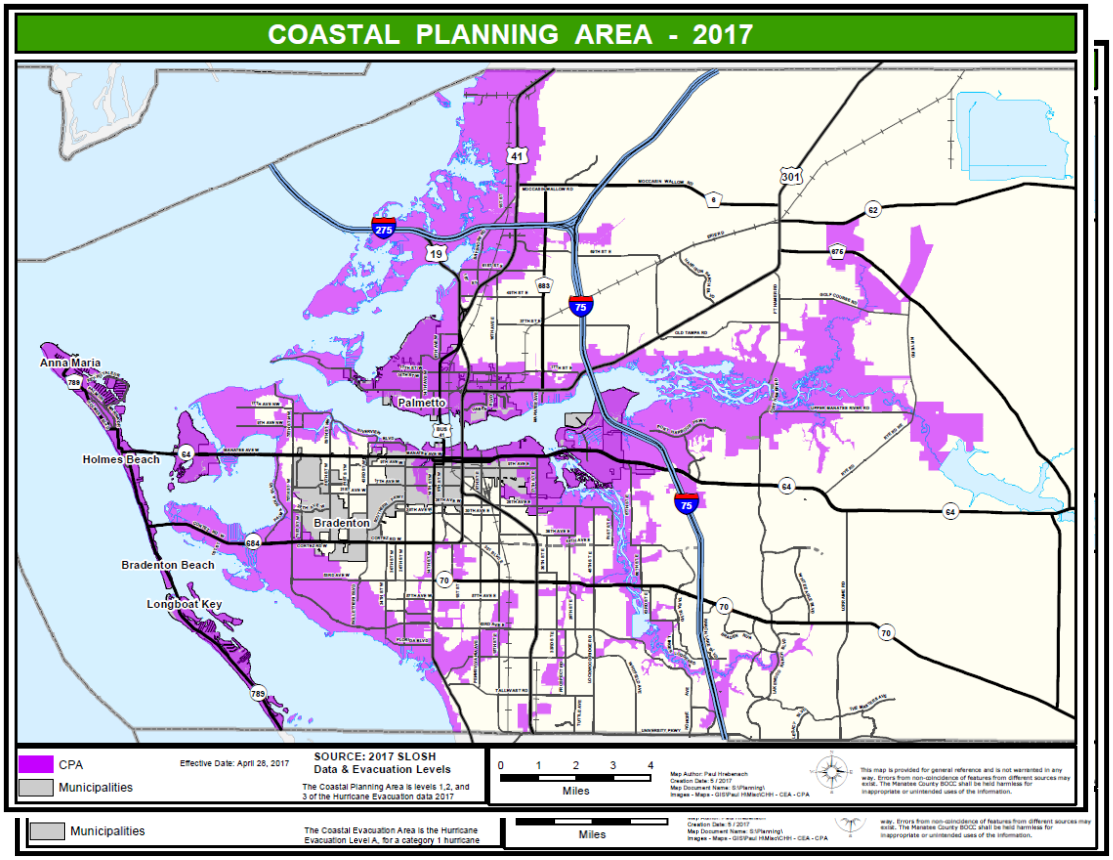
Riverine erosion has a 1% chance of occurring in any given year, up to 2 feet per year.

Climate change has an indirect impact on coastal and riverine erosion due to the increasing number of storms and rising sea levels, erosion still needs to be considered with other risks analyzed.

Vulnerability: While erosion itself is not an imminent threat to public safety, it does impact the quality of life through damage to buildings, roads/bridges, and infrastructure (lifeline systems). Because of the relationship of flooding to erosion, the same structures affected by one are affected by the other.

The local governments in Manatee County identified the areas of greatest risks of erosion within their respective adopted Local Government Comprehensive Plans as follows: Coastal High Hazard Area; Coastal Planning Area; Coastal Evacuation Area; areas found along the Manatee, Braden, and Little Manatee Rivers and associated tributaries; Bowless Creek, Wares Creek; and areas illustrated as being within the velocity zones on the Federal Insurance Rate Maps.


COASTAL HIGH HAZARD AREA - 2020
CHHA 2020
19,598 acres
Cities
SOURCE: 2020 SLOSH data - Tampa Bay Regional Planning Council
CHHA = Geographic area in the category 1 storm surge
Miles


COASTAL PLANNING AREA - 2017
Anna Maria
Holmes Beach
Bradenton Beach
Longboat Key
Palmetto
Bradenton
CPA
Municipalities
Effective Date: April 28, 2017
SOURCE: 2017 SLOSH
Data & Evacuation Levels
The Coastal Planning Area is levels 1,2, and 3 of the Hurricane Evacuation data 2017
Miles
Municipalities
The Coastal Evacuation Area is the Hurricane Evacuation Level A, for a category 1 hurricane
Miles

The County has experienced several severe storms in the last 25-years: Tropical Storm Debby in 2012 caused significant damage to county beaches. Since Tropical Storm Debby, roughly 600,000 cubic yards were eroded on the County beaches. Thirty to forty feet of beach, 2-3 feet deep was lost along Anna Maria Island during Tropical Storm Debby alone. In 2014, 1.2 million cubic yards were placed with a nourishment project according to the County Parks and Natural Resources Department which oversaw the project. Hurricanes Dennis caused 250,000 cubic yards beach erosion. Hurricane Gordon in 2000 eroded an estimated 100 feet of beach. In 2015, the County started a $4.41M project to replace the groins in the water off Cortez Beach near Coquina Beach. These groins will protect the sand (short term) and keep it in place during storms.

Areas along Braden River in Lakewood Ranch overflow caused the erosion of the banks. In 2013, after Tropical Storm Andres, the Community Development District (CDD) brought in 400 tons of fill dirt to cover the slope and mounted articulated concrete, a mat of black blocks on top of the fill dirt to slow down the erosion at the Greenbrook Adventure Park. Over a ten-year period, the banks of Pearce Canal in the Garden Lakes community lost eight feet in the back yards of the over-55 community located south of State Road 70 East. Manatee County has reinforced the bank with riprap and concrete blocks.

Future Impacts: After Hurricane Helene in 2024, the topography of the coast has changed which could lead to more intrusion from coastal and riverine flooding within Manatee County and all of its jurisdictions.

6. Winter Storms.



Background: A winter storm is an event in which wind coincides with varieties of precipitation that only occur at freezing temperatures, such as snow, mixed snow and rain, or freezing rain. In temperate continental and subarctic climates, these storms are not necessarily restricted to the winter season, but may occur in the late autumn and early spring as well. A snowstorm with strong winds and low visibility is called a blizzard. Severe winter storms can affect the Tampa Bay area. Although Manatee County is not affected by snow, significant freezes have occurred and are expected to occur again. Winter storms are accompanied by other hazards, such as coastal flooding, strong winds (tornadoes), wind-chill, and power outages. These effects disrupt commerce, transportation and may result in the loss of life. The winter "No-Name" storm that affected Tampa Bay in March 1993, is considered one of the worst non-tropical storms in United States history. Equivalent

to a Category 2 hurricane, it caused a significant amount of flooding and power outages within the Tampa Bay area and accounted for more than $2 billion of damage across the eastern United States. In Manatee County, the storm caused over $1.75M in damage throughout the entire county. In Manatee County, freezes are caused by a dip in the jet stream allowing a cold Canadian front to descend with a strong northeast wind producing wind chills.

The National Weather Service will issue Winter Weather Advisory for any amount of freezing rain, or when 2 to 4 inches of snow (alone or in combination with sleet and freezing rain), is expected to cause a significant inconvenience, but not serious enough to warrant a warning. A Winter Storm Warning is issued when a significant combination of hazardous winter weather is occurring or imminent. Significant and hazardous winter weather is defined as a combination of:

1) 5 inches or more of snow/sleet within a 12-hour period or 7 inches or more of snow/sleet within a 24-hour period

AND/OR

2) Enough ice accumulation to cause damage to trees or powerlines.

AND/OR

3) a life threatening or damaging combination of snow and/or ice accumulation with wind.

With increasing population and development within Manatee County and its jurisdictions, the vulnerability to impacts of a winter storm also increases. Early monitoring and warning systems help increase the likelihood of prevention of risks to reduce disruption of critical infrastructure and grids.

Probability: According to the National Climatic Data Center, the chances of a winter storm in Manatee County are rare, typically less than 1% per year. Winds can reach as high as 100 mph, but more typically not higher than 60 mph. Temperatures could get as low as 20 degrees Fahrenheit, but it is noted that typically the winters are mild with low temperatures ranging around 50 degrees. Freezing temperatures can occur on one to two mornings per year during December through February. In some years no freezing temperatures occur. Snowfall is very rare. A wind chill advisory is issued by National Weather Services for wind chills of 26-35 degrees Fahrenheit for 3 or more hours, and a wind chill warning is issued for wind chills of 25 degrees Fahrenheit or lower for 3 or more hours.

Most of the research surrounding climate change discusses a warming climate while also acknowledging more moisture in the air can result in harsher winters, as experienced in the Midwest and Northeast US. The National Climate Assessment recognizes that winter storms and their varying trends remain an active research area.

While all of Manatee County and its jurisdictions are susceptible to winter storms, highest vulnerability is generally away from the coastline, eastern county.

Potential Winter Storm Impacts	
	No Impacts Impacts not expected.
	Limited Impacts Rarely a direct threat to life and property. Typically results in little inconveniences.
	Minor Impacts Rarely a direct threat to life and property. Typically results in an inconvenience to daily life.
	Moderate Impacts Often threatening to life and property, some damage unavoidable. Typically results in disruptions to daily life.
	Major Impacts Extensive property damage likely, life saving actions needed. Will likely result in major disruptions to daily life.
	Extreme Impacts Extensive and widespread severe property damage, life saving actions will be needed. Results in extreme disruptions to daily life.

Vulnerability: Freezing temperatures in the County have their impact on the citrus and agricultural industry located generally in the northern portion of the County and east of I-75. If temperatures reach freezing level for extended periods of time, combined with other climatic factors, crop damage may occur. This would have a significant impact on the economy and employment base. According to the NCDC, since January 1996, the County has experienced 33 freeze events, seven of which caused crop damage estimated at $15.26M. This amounts to 39% chance of a freeze in any given year. In January 2010, Manatee County experienced an extended period of nights below 40 degrees (14 nights below 40 degrees) with Myakka City as low as 21 degrees and in December 2010 there were two nights that broke records at the Sarasota/Bradenton International Airport with temperatures of 31 and 27 degrees. Myakka City recorded 27 degrees and Duette 20 degrees at that time. Damage estimates to crops

was $6.9M. On February 26, 2010, temperatures as low as 27 degrees caused $900,000 in crop damage in East Manatee County. In December 2010, sub-freezing temperatures for 2 to 5 hours, the lowest 23 degrees in Duette caused $4.32M in crop damage. Also, consumer demand for electricity during periods of extreme cold weather may require the electric utility to implement rolling blackouts to selected areas in order to avert a total electrical grid overload. In winter of 2023-2024 three winter storms brought strong winds and localized flooding. While damage was small, there was about $1 Million in damages.

According to Suncoast Partnership to End Homelessness, with the help of Turning Points, Manatee County has 1,150 homeless as of 2023. At times of extreme cold, The Salvation Army opens its doors to single men and the Family Lodge in Bradenton opens up for single women.

Future Impacts: It is unknown how winter storms will impact Manatee County and all its jurisdictions in the future, but, we could assume that more growth in the county and its jurisdictions will increase impacts to our critical systems.

7. Droughts/Heat Wave



Background: A drought is a deficiency in precipitation over an extended period, usually a season or more, resulting in a water shortage causing adverse impacts on vegetation, animals, and/or people. Drought is a normal phenomenon of all climates. The technical identification is a water shortage caused by a deficiency of rainfall. A drought can also be aggravated by other factors, such as high temperatures, high winds and low humidity. The severity of drought depends on a multitude of factors, which include duration, intensity, geographic extent, water supply of the region, and demands by the local community on the existing water supply. FEMA has identified four types of droughts: meteorological, hydrologic, agriculture and socioeconomic.

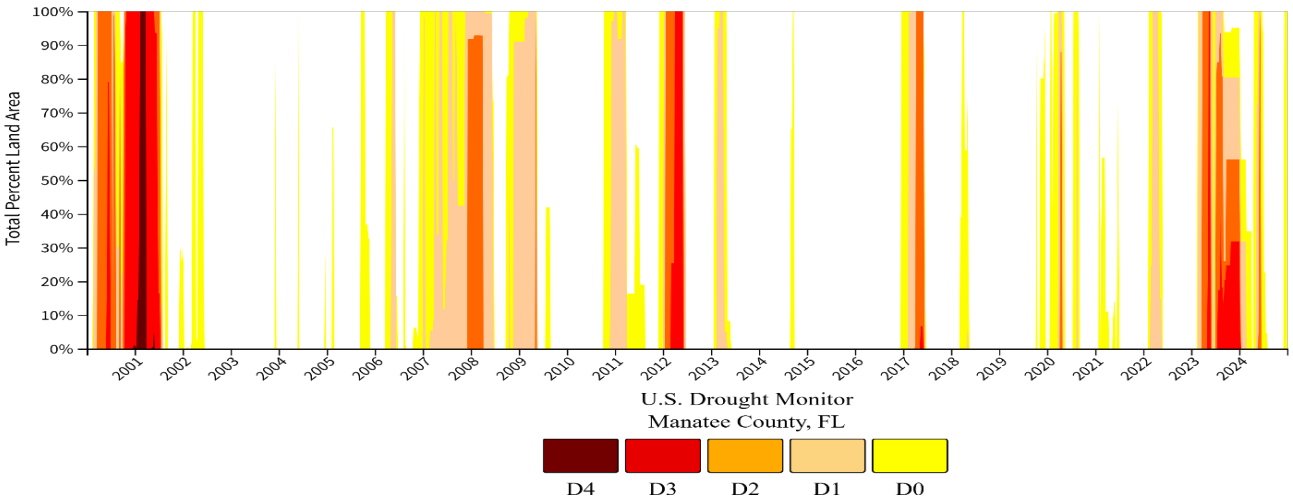
As population, development, and agricultural demand increase in the County and its jurisdictions, the likelihood of drought risks also increase. To reduce vulnerability, Manatee County and its jurisdictions strive to increase development and implementation of water-saving technologies, Building Codes, and response initiatives.

Probability: There are no common techniques for determining the return of a drought event. For Manatee County, droughts are becoming more common, with a 40% chance of occurring per year. The area has

experienced several drought events over the last twenty years. The National Drought Mitigation Center indicates that there was a drought that began in 2000 and did not end until 2003 ranging from mild to 14 months at the extreme level. In subsequent years 2004-2014, Manatee County went through cycles of normal to drought and then back to normal status with 2010 with 8 months of incipient dry spell and 17 months of mild to moderate drought beginning in 2011 and ending in 2012. Most recent event of drought was in 2023 where the county ended up in a Burn Ban local state of emergency. A few wildfires occurred and watering restrictions were in place for a few months before entering the rainy season.

According to Drought.gov, the Southeast region generally receives substantial precipitation and is often considered water rich. However, the region is increasingly experiencing record-breaking droughts, highlighting competing water demands. Drought conditions can develop rapidly in the Southeast, especially when the lack of rain and high temperatures combine to increase evapotranspiration of water in the soils. Location specific information for Manatee County regarding the effects of climate change on drought conditions should continue to be monitored to see how they may impact this hazard moving forward.

HISTORICAL DROUGHT PERIODS FOR MANATEE COUNTY



PALMER DROUGHT SEVERITY INDEX (PDSI)

Classifications	
4.0 or more	Extremely Wet
3.0 to 3.99	Very Wet
2.0 to 2.99	Moderately Wet
1.0 to 1.99	Slightly Wet
.05 – 0.99	Incipient Wet Spell
0.49 to -0.49	Near Normal
-.50 to -0.99	Incipient Dry Spell
-1.0 to -1.99	Mild Drought
-2.0 to -2.99	Moderate Drought
-3.0 to -3.99	Severe Drought
-4.0 or less	Extreme Drought
Source: *National Drought Mitigation Center, http://drought.unl.edu/Planning/Monitoring/ComparisonsIntro/PDSI.aspx*	

Based on previous occurrences, Manatee County could see a drought of -4.0 on the PDSI for up to two years and temperatures as high as 105 degrees Fahrenheit.

Manatee County has a low probability, less than 1% chance, of experiencing a heat wave due to the sea breeze off the Gulf of Mexico as a coastal county. With that, all of Manatee County is susceptible to Droughts/Heatwaves.

Vulnerability: Droughts are weather events affecting Manatee County with some degree of regularity. Prolonged dry periods have spurred wildfires, a reduction in the water table, rationing of water, endangerment of wildlife and loss of crops. Economic impact to the community includes reduced farm revenue, and increased prices for produce and other farm-related items. In addition to a drought's social and economic risks, there is also the potential increase in the formation of sinkholes.

According to the 1992 Atlas of Florida, Florida is erroneously thought of as a state with excessively high temperatures. High maximum temperatures are far more frequent in the interior than along either coast. High temperatures are most frequent on the southwest side of the peninsula, where the warm season is long and distance from the Atlantic Ocean is relatively great. The National Weather Service at Ruskin states that we rarely get heat waves in Manatee County. They will issue a "heat warning" when the "heat index" is expected to reach 113 F or higher. The criteria are higher in Florida than the rest of the country as we are acclimated to the heat. Our Heat Index reaches 105 F most days in the summer, but rarely higher than that.

In Manatee County, the average high in June is 90 degrees Fahrenheit, July and August 91 degrees Fahrenheit. In 1998, Manatee County experienced an 18-day period with temperatures 5 -10 degrees above normal and a heat index reaching 110 F. This information was located on

the Southern Region Headquarters for National Weather Service website at www.srh.noaa.gov/tbw/?n=tampabayoriginalclimatepage.

Heat waves can be deadly. NOAA reported that in a normal year, about 175 Americans succumb to the demands of summer heat. Among the large continental family of natural hazards, only the cold of winter, not lightning, hurricanes, tornadoes, floods, or earthquakes, takes a greater toll. In the 40-year period from 1936 through 1975, nearly 20,000 people were killed in the United States by the effects of heat and solar radiation.

As outlined in the Risk Assessment found within Subsection G of this section, when comparing over 30 hazards that the County has the potential to experience impacts from, doubts/heat wave was determined to have an overall risk ranking of 21 when prioritizing hazards compared against others.

In May 2017, the County saw the driest dry season in the past 103 years, which recorded an 11-inch rainfall deficit. rivers and streams are the most impacted, flowing at the lowest rates in about five years.

As Manatee County's population increases and areas east of I-75 becoming more urbanized, such as Lakewood Ranch, the possibility of experiencing the urban heat island effect will increase. This will have to be monitored over the coming years.

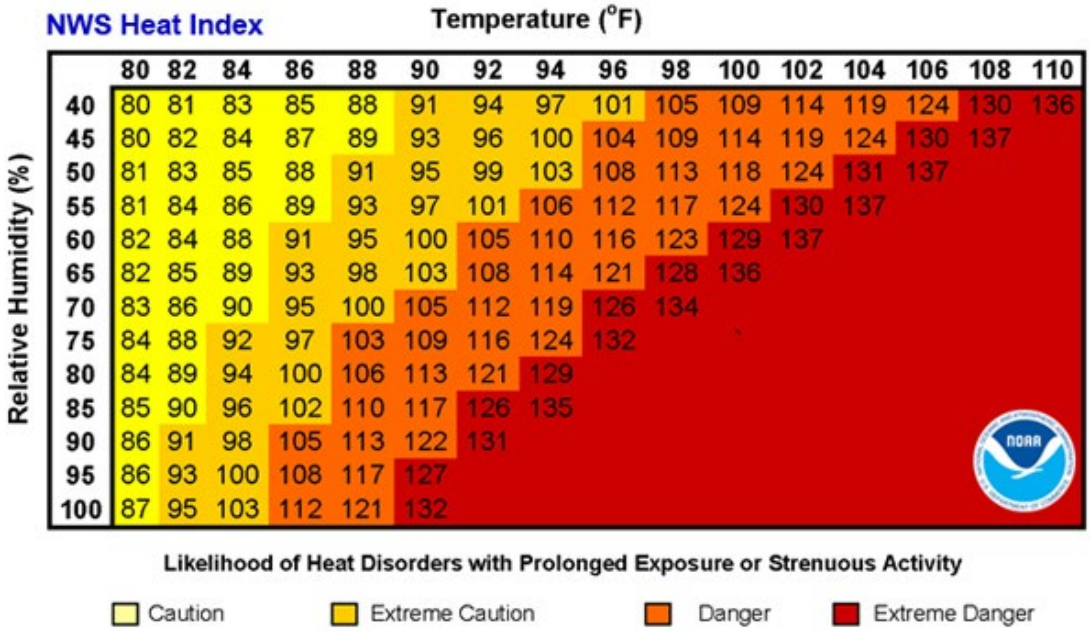
Future Impacts: As growth continues in the county, we will need more water for residents and businesses which would increase impacts from a drought scenario to the entire county and region.

8. Extreme Heat

Background: Extreme Heat focuses on the individual impacts of high temperatures, where-as Drought focuses on the environmental impacts of high temperatures. Due to the differences in the effects of these two hazards, Manatee County Division of Emergency Management has made the decision to separate Drought/Heat Wave and rename Heat Wave to Extreme Heat moving forward. The 2024 THIRA still includes Drought/Heat Wave as one and does not include Extreme Heat; these hazards are currently being evaluated for the 2026 THIRA update and will be scored appropriately.

The National Weather Service and Florida Climate Center define that Extreme Heat is classified by temperatures at or above 95° or when the Heat Index is over 105° for two consecutive days or more. Heat Index is a measure of how hot it really feels outside, relative to humidity in the air. For instance, the highest Florida Heat Index recorded was May 15th, 2024

when Key West tied its highest at 115°. The air temperature was only 96° at this time, but it felt like 115° outside. The National Weather Service also recorded 115° August 12, 2023 at Sarasota-Bradenton. Manatee County, though central and coastal, is still at risk for extreme heat.



In 2024 Manatee County notified the public of 6 different Heat Advisories, none as strong as the 2023 Excessive Heat Warning, but still ranging up to 110° heat index.

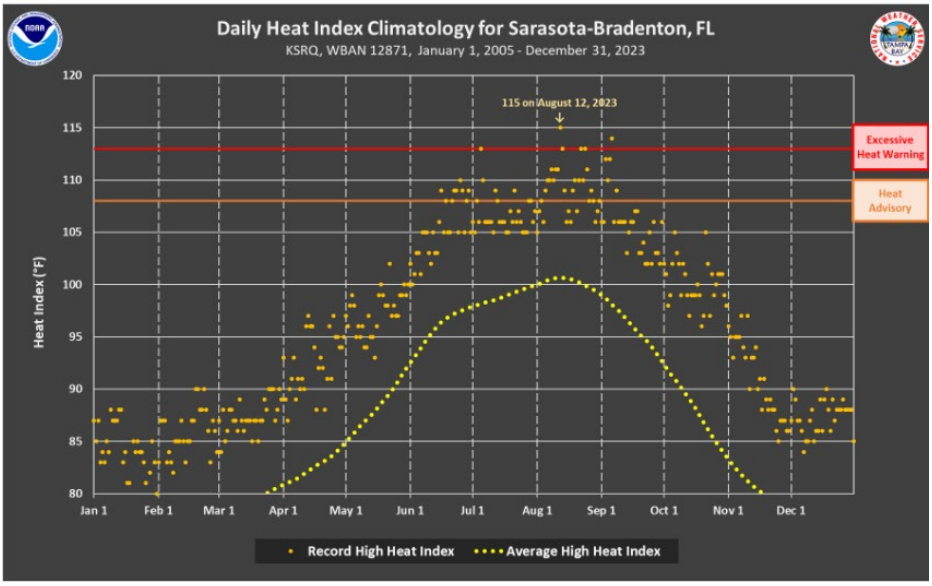
The University of Florida recorded 215 heat-related deaths in Florida between 2010 and 2020. From the data they collected 3% were of those were from Manatee County.

As the population, industrialization, and development increase in Manatee County and its jurisdictions, the risk to human life due to extreme heat increases. By implementing notification systems and bettering rapid emergency response, those risks could be mitigated.

Probability: The hottest months in Manatee County are June – September. Between 2005 and 2023 there were 27 cases that a Heat Advisory would have been in place and 6 cases where Excessive Heat Warning would have been in place, according to today's standards.

The likelihood of these numbers increasing, both in frequency and in strength, are high. The Florida Climate Center projects that by 2070 there will be an increase by 40 days per year above 95° due to the changes in climate.

While all of Manatee County and its jurisdictions are susceptible to Extreme Heat, urban areas generally have a higher risk of this hazard.



Vulnerability: According to FEMA, people living in urban areas may be at greater risk from the effects of extreme heat than people living in rural regions. An increased health problem, especially for those with respiratory difficulties, can occur when stagnant atmospheric conditions trap pollutants in urban areas, adding unhealthy air to excessively hot temperatures. In addition, asphalt and concrete store heat longer and gradually releases heat at night, which produces significantly higher nighttime temperatures in urban areas known as the "urban heat island effect."

Manatee County must also take proximity to the water into account for vulnerability to extreme heat. Our urban areas are closer to the water and sea breeze, where our rural areas do not benefit from that cool air. The "heat island" effect is still relevant to our urban areas, but comparatively, our eastern, rural areas are more likely to be above 95° on any given day.

Heat Illness refers to the signs the body will show when exposed to heat for too long. Heat Illness occurs when the body temperature increases too quickly to cool itself down, or when too much fluid or salt is lost through dehydration or sweating. Young children, older adults, and those who are overweight or sick are more likely to experience heat illness.

Classification	Heat Index	Effect on the body
Caution	80°F - 90°F	Fatigue possible with prolonged exposure and/or physical activity
Extreme Caution	90°F - 103°F	Heat stroke, heat cramps, or heat exhaustion possible with prolonged exposure and/or physical activity
Danger	103°F - 124°F	Heat cramps or heat exhaustion likely, and heat stroke possible with prolonged exposure and/or physical activity

Future Impacts: Due to more areas turning into urban areas, we would see larger impacts from extreme heat in more areas throughout Manatee County and all its jurisdictions.

9. Sinkholes

Background: For the residents of Florida, the sudden appearance of sinkholes is not an unusual occurrence. The potential magnitude of these occurrences is exemplified by the creation of Paynes Prairie at Gainesville, the loss of the automobile repair facility in downtown Winter Park and the recent de-watering of Lake Jackson north of Tallahassee. Fortunately, most sinkholes are not of the size of these examples. Even so, the destruction resulting from even the smallest sinkhole cannot be underestimated.

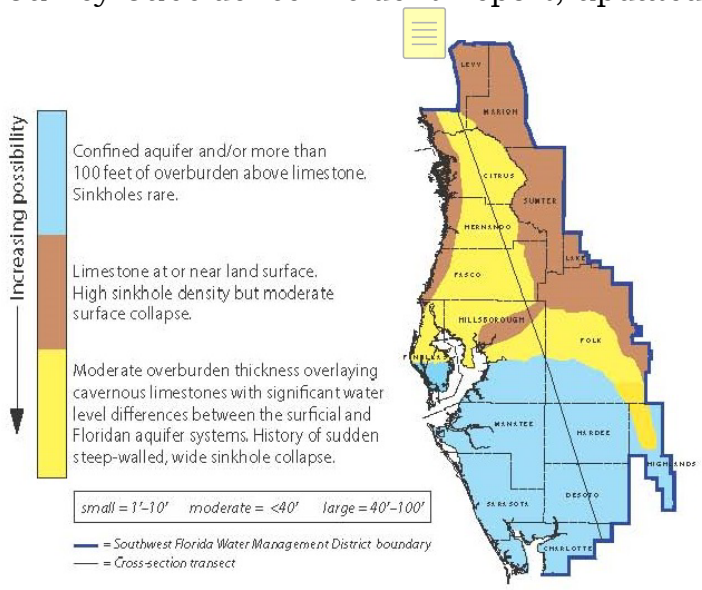
Taken from an Issue Paper, the Southwest Florida Water Management District (SWFWMD) noted that sinkholes are "as common in Florida as lakes, rivers, and warm weather. In fact, many lakes in central Florida were formed by sinkholes." As the name suggests, sinkholes result from the ground "sinking" and creating a depression. The cause of the depression is underground in the porous limestone base. As rainfall is filtered through the ground to the limestone, it erodes and dissolves the soluble rock and creates cavities in the subsurface. Another cause of sinkholes is the lowering of underground water levels, either by lack of rainfall or over-pumping for water supply. In this case, the water in the underground cavities helps support the layers holding up the land surface.

As increased development and population occur, the use of groundwater and unregulated construction play a role in increased risks to loss of life and property of Manatee County and its jurisdictions. Though our overall risk for sinkholes are low, ensuring proper development codes are followed and regulations of water usage help reduce those risks.

Probability: Within the 17 counties which comprise SWFWMD, sinkholes develop more frequently north of Tampa Bay where the limestone base is closest to the land surface and the supporting sand and clay layers are thin. The following graphic identifies the increasing possibility of sinkhole activity within the SWFWMD. And as also seen in the following graphic, all

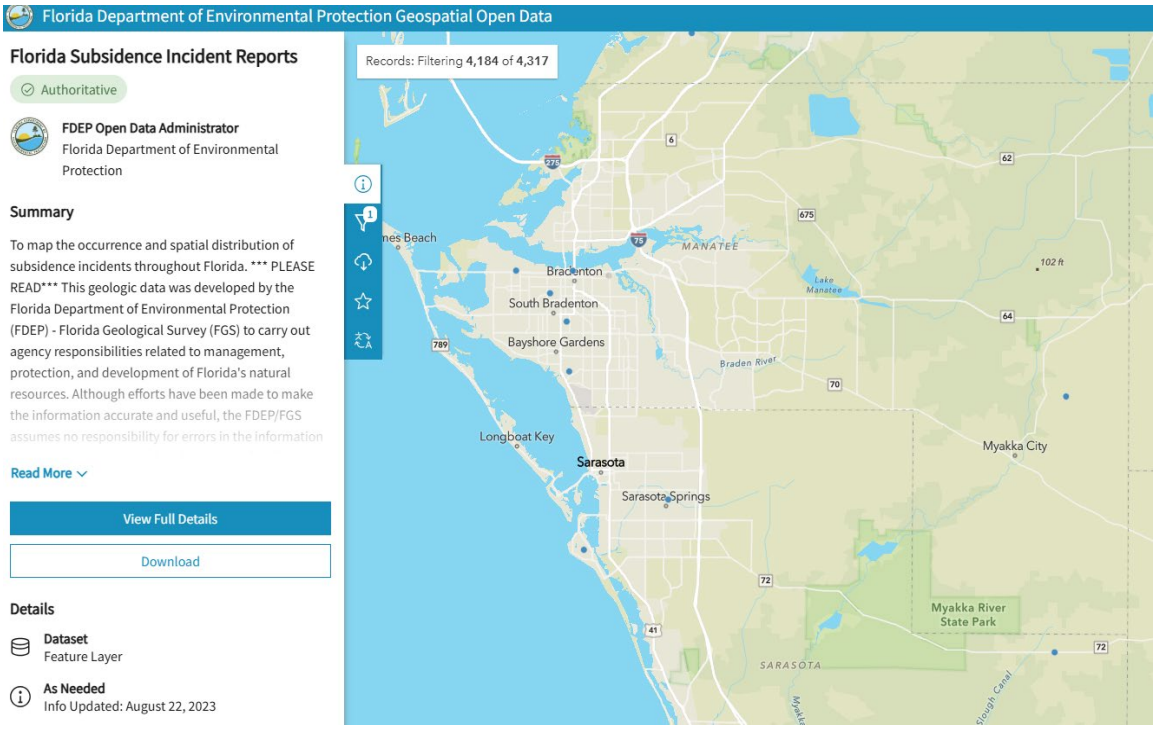
of Manatee County falls in the area identified as an area where sinkholes are a rare occurrence having a less than 1% chance of occurring in any given year. When they do occur, they are typically 10' in diameter and 6-10 feet in depth though larger ones could occur.

This is validated by the fact that Manatee County has 7 reported sinkholes, according to the Florida Department of Environmental Protection/Florida Geological Survey Subsidence Incident Report, updated August 2023.



Source: *Southwest Florida Water Management District, 2008*

A sinkhole reported June 20, 1981, in West Bradenton was caused by drought or low water table and measured less than 10 feet in diameter. In May 1988, in southwest Manatee County, a sinkhole was reported, caused by drought or low water table. This sinkhole measured at 20' x 20' with a depth of 1' and caused subsidence to the home, with damage estimated at $6,000. On June 1, 1988, a sinkhole was reported. While drilling a well in Myakka City, they hit a cavity and caused a sinkhole that measured 80' x 80' and a depth of 10'. On November 15, 2002, a sinkhole was reported in the incorporated City of Bradenton that measured 10' x 10' with a depth of 15'. The impact to the house was listed as drought or low water table and there was no impact the house on the property. On June 28th, 2011, a sinkhole was reported by a private residence in south Bradenton in their back yard with unknown dimensions claiming it was affecting their patio. April 22nd, 2014 a resident reported a very shallow 6' x 6', 0.3' deep subsidence affecting their driveway in west Bradenton. Most recently, August 5th, 2024, a resident reported a 4' diameter sinkhole with unknown depth just south of the manatee river.



Vulnerability: Sinkholes may impact structures, damaging them. To date only one structure has been impacted, causing the home to subside, walls and floor cracking. The home was repaired. The difficulty in emergency planning for sinkholes is not being able to know exactly where and when they will occur. Geologists have a good idea where sinkholes are likely to form geographically, but it's much more difficult to accurately predict specifically where sinkholes will occur. While the damage could range from low to high, it is almost impossible to predetermine in Manatee County which individual property could be affected by sinkhole activity.

Future Impacts: Since our probability for sinkholes is low, it is expected to see the same impacts that we currently have in the future.

10. Wildfire



Background: As people search for a place to live, they often desire two conflicting conditions: Live in the country but have urban services readily available. This desire for urban/rural living has been given the name "wildland/urban interface." As described by the Florida Forest Service, the wildland/urban interface "refers to that geographical point where two diverse systems, wildland and urban meet and affect each other and give rise to conflicts between societal values and expectations concerning the

management of natural resources." The major problem resulting from the wild/urban interface is wildfire.

Wildfire is the term applied to any unwanted, unplanned, damaging fire burning in forest, shrub, or grass and is one of the most powerful natural forces known to people. While sometimes caused by lightning, looking back over the last 20 years in Manatee County, seven out of ten wildfires are human caused. Many factors are involved as to why the number of acres burned including past fire suppression policies which allowed for the accumulation of fuel in the form of fallen leaves, branches, and excessive plant overgrowth in forest and wildland areas; increasingly dry, hot weather; changing weather patterns across the country; and increased residential development in the wildland/urban interface. (Source: smokeybear.com)

Per the National Interagency Fire Center, which started officially recording in 1983 through 2024, there have been over 3.4 million wildfires which have destroyed over 190.4 million acres of land. This is an average of 82,926 wildfires and 4.65 million acres burned per year.

Wildfires in Florida are not an unusual occurrence. According to the Department of Agriculture and Consumer Services website, from 1981 to 2018, there have been 89 recorded significant wildfires, burning over 2.4 million acres of land.

Wildfires can be a natural occurrence and costly for example the Mallory Swamp fire in May 2001 was started by a lightning strike, burning more than 60,000 acres, and causing over $10 million in timber losses. The 2007 Bugaboo Scrub Fire raged from April to June, becoming the largest fire in both Georgia's and Florida's history, burning over 600,000 acres, forcing closure of three major highways and blanketing areas from central Florida to Atlanta, Georgia, with heavy smoke.

Between 1980 and 2013, Manatee County has experienced 1,250 wildfires which burned a total of 34,335.1 acres. During 2001, over 2,000 acres were lost to wildfires per the Florida Forest Service Reporting System. Manatee County has a three percent (3%) chance any given year of experiencing a wildfire. In recent years, the average size of the wildfires in Manatee County have been kept relatively small. This is in a large part because of the very active prescribed burning program on both public and private lands. These burns are necessary for the ecological health of the preserves and ranches and also reduce the buildup of accumulated fuel on these lands making wildfire control much easier.

As residential and urban areas expand into the wildlands of Manatee County and its jurisdictions, people in these communities are increasingly vulnerable to being impacted by wildfires. Increasing stringent building regulations to fire-resistant construction, regulation and oversight of controlled burns for defensible spacing, as well as development and implementation of early warning systems can lessen the damage caused by wildfires.

Probability: As the population of unincorporated Manatee County continues to grow, particularly east of I-75, the number of residents residing within the wildland/urban interface also grows. The University of Florida's Institute of Food and Agricultural Science has identified the fire characteristics of nine ecosystems found in Florida's wildland/urban interface. There is a 50% chance in any given year a wildfire could occur. A 100-acre fire is realistic for populated areas where residents could be threatened within the wildland/urban interface. A wildfire could grow to 500-acres, but this would be in one of the parks or preserves and would not involve structures at risk (Florida, Forest Service, Florida Department of Agriculture and Consumer Services).

WILDFIRE BY ECOSYSTEM

Ecosystem	Frequency (yrs.)	Wildfire Hazard
Scrub Pine	10 - 1000	Extreme
Pine Rockland	3 - 10	Extreme
Pine Flatwood	1 - 8	Extreme
Dry Prairie	1 – 4	High
Marsh	1 – 5	High
High Pine/Sandhill	1 – 8	Medium
Swamp	5 – 200	Medium
Hardwood Hammock	30 – 50+	Low
Hardwood Rockland/Tropical Hammock	59+	Low
Note: *Three of these ecosystems can be found in Manatee County: Pine Flatwood, High Pine/Sandhill, and Swamp.*		

Fire events are a recurring threat in Manatee County, with approximately 49 fires on average occurring between 1981 and the end of 1999. Prior to 1981, Manatee County recorded 127 fires in 1977 impacting 3,354.6 acres; 54 fires in 1978 impacting 268.1 acres; 55 fires in 1979 impacting 1,566 acres; and 63 fires in 1980 impacting 553.3 acres. Since 2010 the number of Wildland fires are as follows:

WILDLAND FIRES IN MANATEE COUNTY

Year	Number of fires	Acres
2010	22	161
2011	28	236
2012	26	463
2013	11	119
2014	21	60
2015	11	483
2016	12	146
2017	28	153
2018	23	211
2019	52	541
2020	18	88
2021	16	106
2022	31	521
2023	53	1020
***Source**: Florida Department of Agriculture & Consumer Services, Division of Florida Forest Service*		

A wildfire burned five acres along I-75 northeast of SR 64 on March 13, 2009. While unsure of the cause, it was felt that it might have been a cigarette butt or spark from a passing vehicle. The fire came within 500 feet of homes in the Heritage Harbour subdivision. The Verna Bethany Fire on March 2, 2011, was started by an unattended campfire and burned 19 acres in a wooded area surrounded by 8 homes. Thirty acres were burned by wildfire causing the evacuation of 10 homes in Myakka City on April 15, 2012.

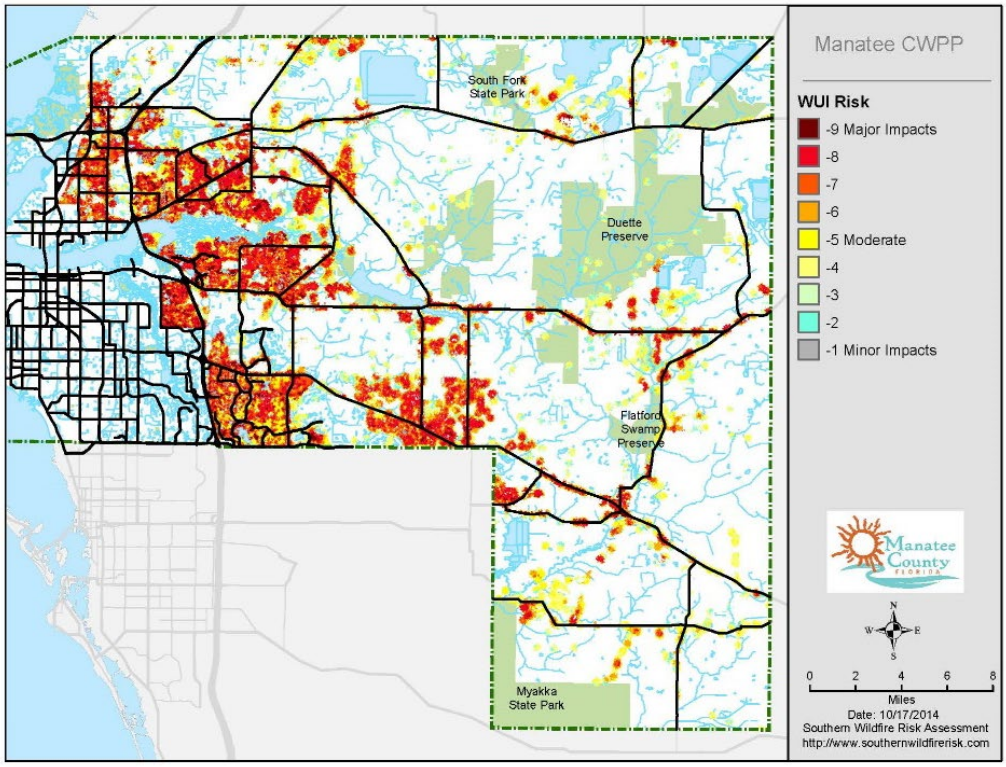
Florida State University's Florida Climate Center has recognized that wildfire activity is intimately linked with temperature and precipitation patterns, though research is still ongoing on the impact climate change has on wildfire occurrences.

Vulnerability: While the conditions favorable for wildfires are well known, where and when they will occur cannot be predicted. The three principal ingredients for wildfires are topography, fuel, and weather. According to the Florida Forest Services, Florida is unique in that weather and topography are different from other parts of the country. Florida has a relatively flat terrain and abundant rainfall. These factors normally afford firefighters an opportunity to control interface fires in a timely and effective manner. When rainfall is below normal, a killing frost has decimated vegetation or vegetation can accumulate, the likelihood for a wildfire increase.

Manatee County, particularly east of I-75 in both North County and South County, is susceptible to wildfires throughout the year, particularly during the months with minimal rainfall amounts. The major cause of brush and forest fires is due to lightning and occurs during the months with higher

thunderstorm activity. In recent years, homes and businesses have been threatened by encroaching wildfires. Manatee County is developing a Community Wildfire Protection Plan, and this area is generally from I-75 east to CR 675 and from University Parkway to Moccasin Wallow Road. This area includes approximately 88,215 acres with an estimated population of 76,727. The Wildfire Urban Interface area of the County has fifty-one percent of the land in the moderate to high-risk areas and 69.7% of the population resides in these moderate to high-risk areas. Roughly 15.6% of the total value of structures within the County lies within areas classified as moderate to high risk.

RISK ASSESSMENT MAP



***Source**: Manatee County Wildfire Protection Plan, 2015*

WILDLAND URBAN INTERFACE RISK TABLE

Class	Acres	Percent
-9 Major Impacts	3,750	3.9%
-8	22,678	23.8%
-7	18,908	19.9%
-6	8,354	8.8%
-5 Moderate	12,669	13.3%
-4	15,455	16.2%
-3	7,892	8.3%
-2	4,943	5.2%
-1 Minor Impacts	479	0.5%
Total	95,128	100.0%

SOURCE: Southern Wildfire Risk Assessment Summary Report

FIRE BY CAUSES

Years 1980-2013				
Cause	**Fires**	**Percent**	**Acres**	**Percent**
Campfire	31	2.48	268.2	0.78
Children	50	4.00	399.6	1.16
Debris Burn*	255	20.40	8,330.9	24.26
Debris Burn-Authorized Broadcast/Acreage	8	0.64	422.4	1.23
Debris Burn-Authorized Piles	13	1.04	94.5	0.28
Debris Burn-Authorized Yard Trash	3	0.24	20.5	0.06
Debris Burn-No auth Broadcast/Acreage	3	0.24	21.5	0.06
Debris Burn-Non auth Piles	28	2.24	49.8	0.15
Debris Burn-Non auth Yard Trash	4	0.32	42.0	0.12
Equipment Use*	42	3.36	559.00	1.63
Equipment-Agriculture	13	1.04	150.6	0.44
Equipment-Logging	0	0	0.0	0
Equipment-Recreation	5	0.40	80.5	0.23
Equipment-Transp.	15	1.20	214.4	0.62
Incendiary	162	12.96	4,309.4	12.55
Lightning	281	22.48	11,903.1	34.67
Miscellaneous-Breakout	5	0.40	73.6	0.21
Miscellaneous-Elec. Fence	0	0	0.0	0
Miscellaneous-Fireworks	1	0.08	1	0.00
Miscellaneous-Power Lines	6	0.48	17.0	0.05
Miscellaneous-Structure	0	0	0.0	0
Miscellaneous-Other	140	11.20	3,621.2	10.55
Railroad	5	0.40	4.5	0.01
Smoking	65	5.20	1,543.4	4.5
Unknown	115	0.20	2,207.3	6.43
Total	**1,250**		**34,335.1**	
Years 2014-2019				
Campfire	5	4.72	10.3	.91
Children	3	2.83	3.8	.33
Debris Burn*	0	0	0	0
Debris Burn-Authorized Broadcast/Acreage	3	2.83	49	4.31
Debris Burn-Authorized Piles	5	4.72	28.5	2.51
Debris Burn- Authorized Yard Trash	4	3.77	2.2	.19
Debris Burn- Non auth Broadcast/Acreage	2	1.89	13	1.14
Debris Burn-Non auth Piles	15	14.15	187.3	16.46
Debris Burn-Non auth Yard Trash	6	5.66	14	1.23

Equipment Use*	0	0	0	0
Equipment-Agriculture	10	9.43	69.6	6.12
Equipment-Logging	0	0	0	0
Equipment-Recreation	4	3.77	29.4	2.58
Equipment-Transp.	5	4.72	43.9	3.86
Incendiary	4	3.77	1.7	.15
Lightning	24	22.64	627.7	55.17
Miscellaneous-Breakout	2	1.89	6	.53
Miscellaneous-Elec. Fence	0	0	0	0
Miscellaneous-Fireworks	0	0	0	0
Miscellaneous-Power Lines	2	1.89	4.5	.4
Miscellaneous-Structure	0	0	0	0
Miscellaneous-Other	6	5.66	22	1.93
Railroad	0	0	0	0
Smoking	0	0	0	0
Unknown	6	5.66	24.8	2.18
Total	**106**		**1,137.7**	
Years 2020-2024				
Campfire	0	0	0	0
Children	1	.7	1	0
Debris Burn*	0	0	0	0
Debris Burn-Authorized Broadcast/Acreage	0	0	0	0
Debris Burn-Authorized Piles	3	1.9	16	.7
Debris Burn- Authorized Yard Trash	4	2.4	2.7	.1
Debris Burn- Non auth Broadcast/Acreage	1	.7	2	.1
Debris Burn-Non auth Piles	27	16.5	242	11.8
Debris Burn-Non auth Yard Trash	5	3	10.5	.5
Equipment Use*	0	0	0	0
Equipment-Agriculture	4	2.4	32	1.6
Equipment-Logging	0	0	0	0
Equipment-Recreation	6	3.7	33.5	1.5
Equipment-Transp.	4	2.4	36.3	1.5
Incendiary	4	2.4	1.7	0
Lightning	36	22.1	1378.3	62.2
Miscellaneous-Breakout	39	24	140.3	7.8
Miscellaneous-Elec. Fence	0	0	0	0
Miscellaneous-Fireworks	1	.7	5.5	.2
Miscellaneous-Power Lines	10	6.1	70	3.4
Miscellaneous-Structure	0	0	0	0
Miscellaneous-Other	5	3	41	2
Railroad	0	0	0	0
Smoking	1	.7	2.5	.1
Unknown	12	7.3	36.7	1.5
Total	**163**		**2,051**	
Source: *Florida Forest Service, FL Depart. of Agriculture and Consumer Services*				

Future Impacts: More land being taken up by development will decrease the area where wildfires can occur, however, this means more human interaction with the wildland area which could start more fires.

11. Space Weather

Background: This is a relatively new field of science dedicated to the understanding of interactions between the sun and Earth, and to the forecasting of solar flares, magnetic storms, and other space-related phenomena.

The sun is the main source of space weather. Space weather can produce electromagnetic fields that induce extreme currents in wires, disrupting power lines, and even causing wide-spread blackouts. Severe space weather also produces solar energetic particles, which can damage satellites used for commercial communications, global positioning, intelligence gathering, and weather forecasting. According to the National Weather Service Space Weather Prediction Center, Manatee County has not experienced effects of space weather, but the potential exists. Loss of critical systems could severely hinder normal activities in the County.

Manatee County Emergency Management has begun monitoring space weather. As information becomes more available, this will be incorporated into the Local Mitigation Strategy.

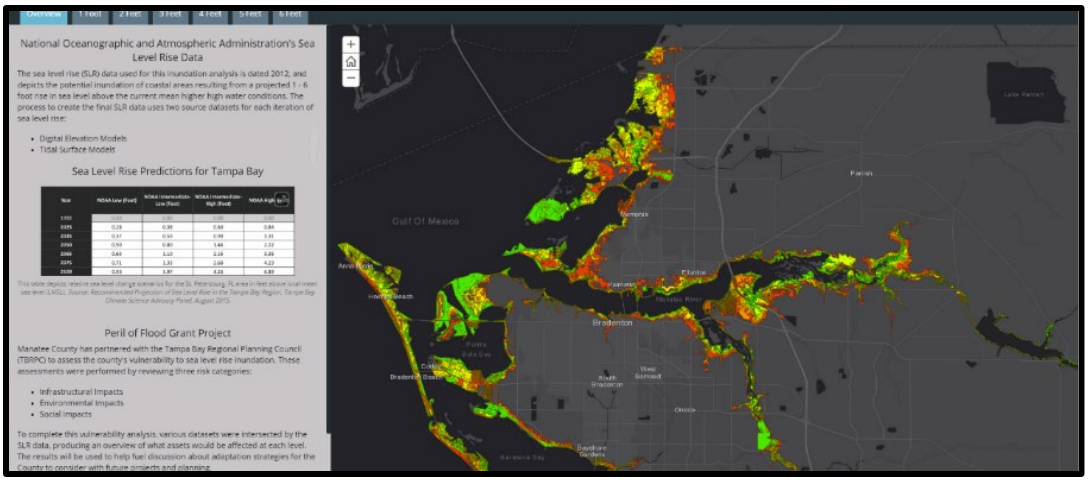
Increasing population and development within Manatee County and its jurisdictions, along with increased reliance on satellite technology, would greater the risk if a large space weather event were to occur. Hardened technologies and grid maintenance and improvement would increase resilience and lessen risk.

Future Impacts: As more growth and critical infrastructure is put in place, we would expect to see more impacts to the infrastructure due to solar energy.

13. Sea Level Rise

Background: Sea level rise can have serious adverse effect to our coastal communities and ecosystems. Melting glaciers and ice sheets, contributing to an increase rate of sea level rise, together with expansion of warmer ocean, are causing coastal extreme events to increase in frequency and be more severe. The total amount of water on the earth is not increasing but

as the atmospheric temperature rise the temperature of the oceans does also and it causes it to expand.



It is understood that coastal development in Manatee County and its jurisdictions would have the most vulnerability to sea level rise. Coastal defenses, mitigation, and adherence to building codes help lower the risks.

Probability: As a coastal community, Manatee County is concerned with the changes in the Gulf of Mexico thus we are monitoring SLR. While SLR has risen globally, it is currently rising more than twice as fast – 3.6 mm per year – and accelerating. Manatee County has already experienced about 7 inches of SLR over the past 67 years of records. Even small amounts of SLR make rare floods more common by adding to tides and storm surge. Climate Central has estimated risk by combing local sea level rise projection with historical flood statistics from the NOAA water level station at St. Petersburg, FL, 26 miles from the center of Manatee County. The extreme values analysis indicates that the 100-year flood height is 4.9 feet above local mean higher high water (high tide line). The highest observed flood at this location, in records from 1994 to 2015, reached 4 feet MHHW in 1985. Taken all together, these values suggest that floods above 5 feet likely pose significant concerns.

(***Source:*** *Climate Central (2016). Sea level rise and coastal flood exposure: Summary for Manatee County, FL. Surging Seas Risk Finder file created July 21, 2016. Retrieved from http://ssrf.climatecentral.org.s3-website-us-east-1.amazonaws.com/Buffer2/states/FL/downloads/pdf_reports/County/FL_Manatee_C)*

WHEN COULD A 5-FOOT FLOOD HAPPEN?

Year	Likelihood
by 2030	20-28%
by 2050	46-71%
by 2100	93-100%
Source*: U.S. National Climate Assessment, 2017 NOAA Technical Report*	

From a report by the Florida Oceans and Coastal Council, over the past 20 years the rate of sea-level rise has been about 80% faster than the best estimate from the United Nations' Intergovernmental Panel on Climate Change. This is assumed to be due to the increasing contribution of water from melting ice reservoirs, due to the increasing temperature of the planet. It is recognized that climate change has and will continue to greatly affect sea-level rise.

Vulnerability: As sea level rises, the coastal areas and areas around the Manatee River, Braden River, Palma Sola Bay, Terra Ceia Bay and our island community are most at risk. Approximately 31,000 people in the County live on exposed land below 5 feet. Some island nations are likely to become uninhabitable due to climate-related ocean and cryosphere change. These areas are shown to be impacted by 24-inches of rise in sea level by 2030 based on the NOAA models.

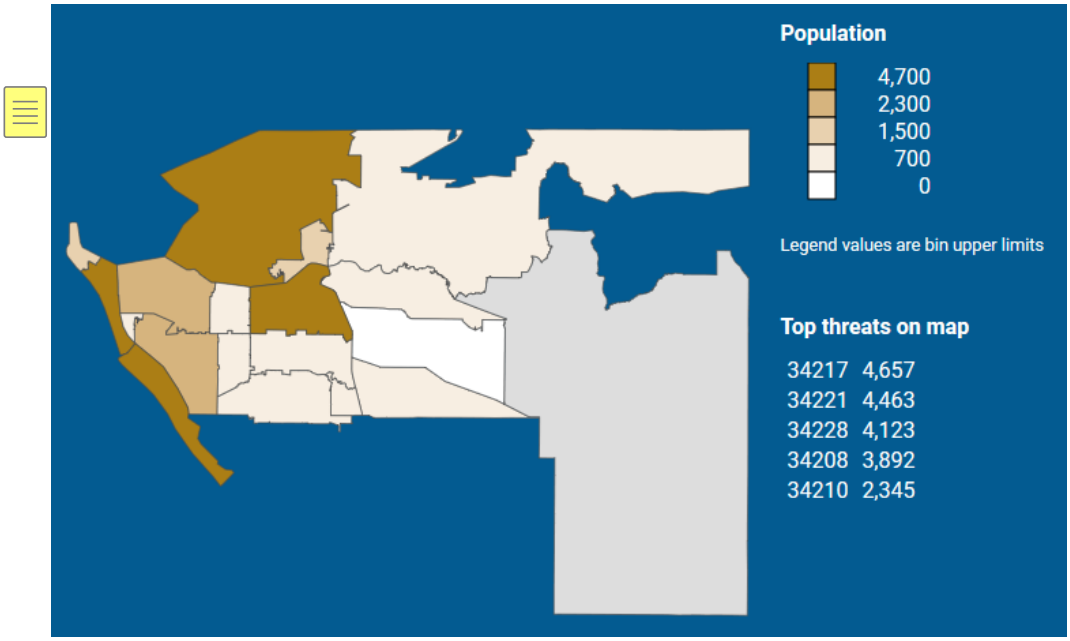
WHAT'S AT RISK ON LAND BELOW 5 FT IN MANATEE COUNTY

Population	Total in people
Acres of land	16,663
Population Total	30,978
Housing units	23,020
Property value ($ billions)	9.2
High social vulnerability population	8,133
Road miles	210
Schools	2
Hazard waste sites	7
Source: *U.S. Census, raw population data, elevation data, lidar*	

The Center for Climate Integrity states that the fiscal threat that climate change and the impacts of sea level rise could cause the need for upward of almost $2 billion in new sea walls for Manatee County by 2040. As outlined in the Risk Assessment found within Subsection G of this section, when comparing over 30 hazards that the County has the potential to experience impacts from, sea level rise was determined to have an overall risk ranking of 17 when prioritizing hazards compared against others.

Future Impacts: Due to increased population and topography changes, we would see larger flooding scenarios along the coastline.

TOTAL POPULATION BELOW 5 FT IN COUNTY BY ZIP CODE



Source: *U.S. Census, raw population data, elevation data, lidar*

14. Epidemic

Background: Biological hazards are those associated with insect, animal, or pathogen that could pose an economic and/or health threat. There is the possibility of an adverse effect to the general population through naturally occurring pathogens (i.e. influenza, emerging infectious diseases or by way of a terrorist action). Manatee County is potentially vulnerable to influenza outbreaks due to the large annual influx of seasonal residents and tourists. Also, as of July 22, 2016, the Florida Department of Health had identified 321 Zika virus disease cases among Florida residents and visitors, all occurring in either travelers from other countries or territories with ongoing Zika virus transmission or sexual contacts of recent travelers; however, aggressive mosquito control efforts, including aerial adulticide and larvicide, contributed to a decrease in Zika virus transmission. As of 2017, there have not been any reported cases in Manatee County.

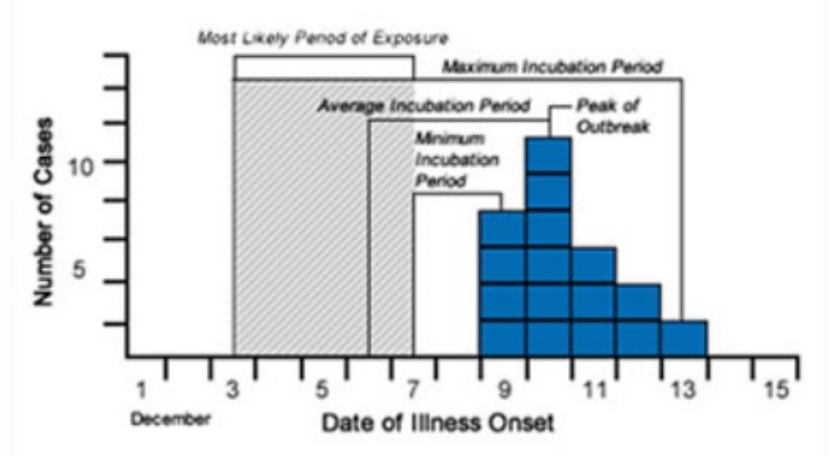
Increasing population density and urban development is recognized by Manatee County and its jurisdictions as the largest risk to epidemic outbreaks and transmission of diseases. Having a strong public health infrastructure and codes/regulations of response are imperative.

Probability: As a coastal community with beaches, Manatee County has a large number of visitors. Accounting for visitors and seasonal residents,

outbreak potentials are moderate to high with an estimated 20% occurrence rate per year. The seasonal residents tend to be older in age and therefore are more susceptible to viruses and diseases. The main issues lie with the visitors possibly carrying harmful pathogens. These pathogens could then affect all of the public in service industry thus creating an outbreak.

EPIDEMIC VELOCITY FROM TIME-SERIES DATA

Most Likely Period of Exposure



Source: *CDC.gov*

Vulnerability: The most vulnerable population in Manatee County are the elderly, infantile, and workers close to tourists. These populations would most likely be the first to either contract a virus or disease or be more susceptible to the effects of them. With annual tourism and seasonal residents increasing, Manatee County will face more issues with disease and viruses. Increased temperatures later in the year can result in the longevity of disease carrying insects increasing the vulnerability to the population.

Although the United States has made progress in preparing for an influenza pandemic, considerable challenges remain regarding preparations for populations who's individual and community-level risks lead to vulnerability in health and health care quality. Protection of these populations is essential to effective prevention and mitigation of an influenza pandemic. Because influenza is a highly contagious disease that is spread from person to person, inadequate preparedness, or untimely response in vulnerable populations group, can increase the risk of infection for the general population.

Our vulnerable populations are at increased risk for severe epidemic infection because of underlying health conditions commonly associated with these groups. For example, persons with disabilities and our homeless population depend on support from others and may not be vulnerable if they have sufficient support – the loss of support, access to private space, and lack of financial resources for health care, medications, and basic nutritional resources places them at greater risk.

In July 2016, there was one case of the Zika Virus found in Manatee County. The cause was identified as travel related.

A drug epidemic was on the rise in 2019 when Manatee saw 601 overdoses and 61 deaths — more than twice as many deaths as reported during the year prior. As outlined in the Risk Assessment found within Subsection G of this section, when comparing over 30 hazards that the County has the potential to experience impacts from, an epidemic was determined to have an overall risk ranking of 8 when prioritizing hazards compared against others.

First identified in December 2019 as emerging from Wuhan, China, a novel strain of coronavirus (COVID-19) was declared the an outbreak and Public Health Emergency of International Concern on January 30, 2020 and a pandemic on March 11, 2020. Local transmission of the disease had occurred in most countries as an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The disease has since spread globally, resulting in more than 3.24 million cases being reported across 187 countries and territories, resulting in more than 230,000 deaths. On March 1, 2020, the Florida Department of Health (FDOH) announced that the first resident with a confirmed laboratory positive test result in Florida, resided in Manatee County. As of April 30, 2024, Manatee County had 134,307 positive cases and 2,008 deaths.

While the majority of cases result in mild symptoms, some progress to viral pneumonia, multi-organ failure, or cytokine storm. The virus is primarily spread between people during close contact, often via small droplets produced by coughing, sneezing, or talking. People may also become infected by touching a contaminated surface and then touching their face. On surfaces, the amount of virus declines over time until it is insufficient to remain infectious, but it may be detected for hours or days. It is most contagious during the first three days after the onset of symptoms, although spread may be possible before symptoms appear and in later stages of the disease.

Recommended measures to prevent infection include frequent hand washing, maintaining physical distance from others (especially from those with symptoms), covering coughs, and keeping unwashed hands

away from the face. Currently, there is no available vaccine or specific antiviral treatment for COVID-19.

On April 1, 2020, the Governor of Florida issued Executive Order #20-91 which limited the movement of Florida residents and their personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities. On April 29, the Governor issued Executive Order #20-112, which supersedes much of EO #20-91 and includes Phase 1 of the plan to re-open Florida. The Executive Order contained these elements:

- opens restaurants (up to 25% capacity)
- opens retail, museum, and libraries (up to 25% capacity)
- allows elective surgeries to resume

During the timeframe of mid-March to late-April, the Manatee County Board of County Commissioners and all participating jurisdictions took many actions to help mitigate the spread. Mitigation measures such as, but not limited to, closing public beaches, boat ramps, basketball and tennis courts, skate parks, playgrounds, libraries, public government buildings, gyms, etc., in addition to enacting a temporary curfew to limit movement between the hours of 11:00 p.m. and 5:00 a.m. for a span of 18 days.

Manatee County in coordination with FDOH, operated a minimum of three drive-through testing facilities during the month of April and early-May, in additional to a State operated testing facility on the grounds of the UTC Shopping Center.

The County opened two vaccination sites in 2021 that ran through May of 2021. At least 200,000 individuals were vaccinated during this time.

Future Impacts: Due to increases in populations, we would likely see higher rates of spread from an epidemic.

15. Harmful Algal Blooms (HABs)



Background: Harmful algal blooms (HABs) occur when algae — simple photosynthetic organisms that live in the sea and freshwater — grow out of control while producing toxic or harmful effects on people, fish, shellfish, marine mammals, and birds. There are many kinds of HABs, caused by a variety of algal

groups with different toxins. The HABs in fresh and marine waters are usually very different, but they overlap in low salinity estuaries (places where rivers meet the sea). The human illnesses caused by HABs, though rare, can be debilitating or even fatal. Manatee County has seen annual blooms in the form of Red Tide (the largest from a discoloration of seawater caused by a bloom of toxic red dinoflagellates) -one of the largest occurring for two months in 2018.

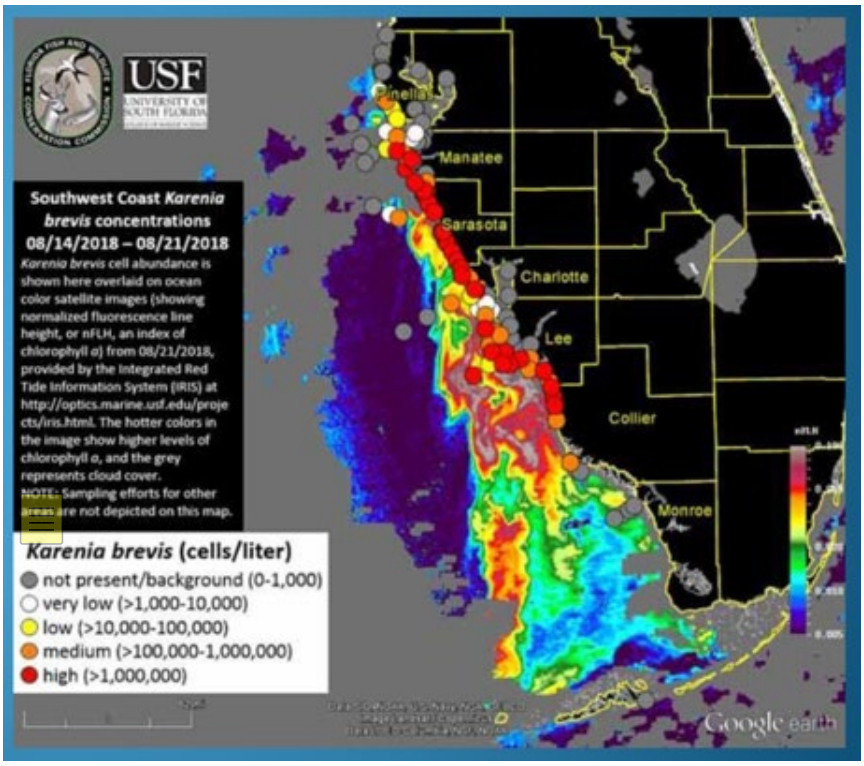
As development increases, paired with raising water temperatures, Manatee County and its jurisdictions recognize the increased vulnerability to people, property and the environment that harmful algal blooms could cause. By improving wastewater treatment development, stormwater runoff systems, and regulating fertilizer use, the risks associated with harmful algal blooms decrease.

Probability: Being a coastal county in the Gulf of Mexico the probability of occurrence is moderate to high with an estimated 20% occurrence rate per year. Gulf waters contain the correct balance of organisms for blooms to occur, especially in summer months when waters are the warmest.

United States Environmental Protection Agency (EPA) acknowledges that climate change is leading to higher air temperatures which will correspond in raising water temperatures that, paired with increased stormwater runoff, result in favorable conditions for algal blooms. The EPA states that harmful algal blooms can occur more often, in more fresh or marine water bodies, and can be more intense with increasing temperatures of climate change.

FWC LEVEL RATINGS OF ALGAL BLOOM

Description	K. brevis abundance	Possible effects
Not present - background	background levels of 1,000 cells or less	no effects anticipated
Very Low	> 1,000 - 10,000 cells/L	possible respiratory irritation; shellfish harvesting closures when cell abundance equals or exceeds 5,000 cells/L
Low	> 10,000 - 100,000 cells/L	respiratory irritation; shellfish harvesting closures; possible fish kills; probable detection of chlorophyll by satellites at upper range of cell abundance
Medium	> 100,000 - 1,000,000 cells/L	respiratory irritation; shellfish harvesting closures; probable fish kills; detection of surface chlorophyll by satellites
High	> 1,000,000 cells/L	as above, plus water discoloration
Source: *https://myfwc.com/research/redtide/statewide/*		



Source: *http://ocgweb.marine.usf.edu/*

Vulnerability: The highest vulnerabilities come to those communities along the coast, bay and near estuaries, as well as the population of those living in these communities or part of the County. In 2018, the severity of the red tide and the impacts on fish and wildlife greatly affected the economy in the County, as well as many other counties in Florida. Hotels and restaurants depend on clean air and water to bring visitors to their businesses, and the health concerns created by harmful algal blooms (HABs) kept people away. Residents in these areas suffer when the toxins get blown into the air, constricting the lungs' bronchioles and sending people with asthma and other health issues to emergency rooms with coughs and shortness of breath. While usually not fatal, the HABs can cause serious health concerns and respiratory issues for humans.

The vulnerability in economic loss comes to those that rely on tourism and seafood for income due to lack of marine life and tourism. Even algal blooms that don't release toxins can harm wildlife by depleting oxygen from coastal waters, causing massive fish kills in numbers too vast to count – this is devastating to marine wildlife.

Between August 1st and September 10th, 2018, Manatee County's coastline experienced negative impacts from Red Tide. Over 315 tons of debris was removed from the beaches into dumpsters and transferred to the County

landfill. While the economic damage may be hard to calculate — a single, definitive source is lacking — but informal local and state studies show the environmental disaster caused by the harmful algae inflicted millions of dollars in damages to Manatee businesses and took a toll on Florida's tourism. Not-surprisingly, the industries most impacted by the event were rentals such as vacation homes and charter boats, hotels and restaurants. Those restaurants, real estate agents, vacation rentals, marine-based businesses and other establishments reported about $9 million in losses.

The Red Tide event receded after months of significant damage to marine life and coastal businesses. While scientists do not anticipate a return of Red Tide impacts of this magnitude in the near future it is highly likely to impact Florida communities again in the coming years as harmful algal blooms are a regular occurrence in Florida due to combined pollution from septic tanks, fertilizer runoff (from lawns and agriculture) and increased development which all put pressure on the ecosystem.

As outlined in the Risk Assessment found within Subsection G of this section, when comparing over 30 hazards that the County has the potential to experience impacts from, harmful algal blooms was determined to have an overall risk ranking of 10 when prioritizing hazards compared against others.

Future Impacts: We would expect to see larger blooms causing harm in the future as we see increased oceanic temperatures earlier coupled with increase in use of fertilizers.

16. Animal Disease Outbreak

Background: Biological hazards are those associated with insect, animal, or pathogen that could pose an economic and/or health threat to the agricultural community. The possibility exists for the importation of pathogens that could have a widespread effect on the livestock industries. In addition, there is the possibility of an adverse effect to the general population through naturally occurring pathogens (i.e. influenza, emerging infectious diseases or by way of terrorist action). Due to the large agricultural interests in the northern and eastern portions of the County, there may be vulnerability to animal-borne diseases such as Mad Cow and Foot and Mouth Disease; in addition to mosquito and other insect borne diseases. Emerging diseases that little to no counter measures currently exist also pose a serious threat to wildlife and livestock in the County.

As population and development increase in Manatee County and its jurisdictions, the risk of the spread of animal disease outbreak increases to those areas, but the number of agricultural farms will likely decrease with this development, which would lower the overall risk of occurrences.

Probability: Manatee County is not home to a large amount of livestock as neighboring counties are, thus there is a low probability of an outbreak an estimated 14% probability rate. Most animal agriculture is located in the eastern part of the County leaving less interaction with humans. This decreases the chances of pathogens transferring to livestock. The animals would most likely contract disease from insects. The part of the county that is home to livestock is very rural thus water management systems have not been installed creating the increased likelihood of large amounts of insects being able to breed rapidly. The County does target the areas with adulticide and larvicide to decrease amounts.

OUTBREAK CONTROL AREAS

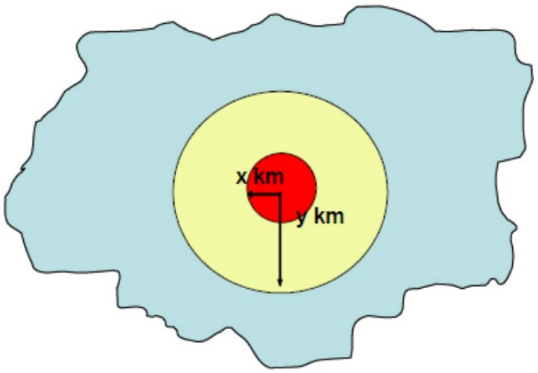


Figure – Illustration of movement control areas centered on a disease outbreak indicating an infected zone around an outbreak.

***Source**: OIE World Organization Protection Animal Health*

Vulnerability: With increased aerial insecticide in the rural areas, the most vulnerable populations of livestock are in the areas less treated. These would be the most likely to contract diseases and spread them.

The distribution of infectious animal disease and the timing and intensity of disease outbreak is often closely linked to climate. Climate change may affect livestock disease through several direct, and indirect paths:

a) Pathogens: higher temperatures and greater humidity generally increase the rate of development of parasites and pathogens. Changes to wind can affect spread of pathogens. Flooding that follows extreme climate events provides suitable conditions for many water-borne pathogens. Droughts have a tendency to affect most pathogens.
b) Vectors: vector-borne diseases are especially sensitive to climate change. Changes in rainfall and temperature regimes may affect

both the distribution and the abundance of disease vectors, as can changes in the frequency of extreme events.

c) Hosts: climate stress (heat, inadequate food and water) can also lower immunity.
d) Ecosystem services: climate change can also influence disease transmission by altering ecosystem structure and function.
e) Humans: peoples' behavior may change as the result of climate change and this may affect how they keep animals, which in turn may affect the exposure or vulnerability of animals to pathogens.

The direct effects of climate on animal disease are likely to be most pronounced for disease that are vector-borne, soil associated, water or flood associated, rodent associated, or air temperature/humidity associated.

Over the past 20 years, headlines have documented an increasing number of emerging diseases; most have an animal source (zoonoses). Recent examples include West Nile virus, severe acute respiratory syndrome (SARS), avian influenza, and monkeypox. While some emerging diseases occur among both humans and animals, others affect only animals or only humans. Nevertheless, all these new or reemerging infections have societal implications, often tied to local and national economies. The economic losses caused are proportional to the scale of farming; (e.g. the greater the farm size, the higher are the losses.) The share of livestock income in total farm income is around 50%, which makes this sector vital to the survival of the farming community, especially the small farmers.

As outlined in the Risk Assessment found within Subsection G of this section, when comparing over 30 hazards that the County has the potential to experience impacts from, animal disease outbreak was determined to have an overall risk ranking of 29 when prioritizing hazards compared against others. There have been no previous recorded occurrences of animal disease outbreaks in Manatee County.

Future Impacts: Due to increased growth of infrastructure, we would likely see a decrease in an outbreak as there is less agricultural areas. There is an increase in outbreak for each specific farm as they lose areas from selling for development.

D. TECHNOLOGICAL HAZARDS

A technological hazard is a direct result of the failure of a man-caused system or the exposure of the population to a hazardous material. Technological hazards may affect a large segment of the population and/or interfere with critical government, law enforcement, public works, and public health/medical functions. Several things occur daily within the County which could produce a threat to the population or produce widespread unmet needs. Each of these potential hazards requires a coordinated and speedy response, as well as attention to the short- and long-term effects. The hazards associated with this category include airplane crash, critical infrastructure disruption/failure, dam/levee failure, hazardous materials release, power failure, radioactive release, train derailment, major transportation incident and urban conflagration.

a. Hazardous Materials

Background: There are a large number of sites in Manatee County where hazardous materials are stored, processed, used for industrial purposes, and otherwise handled. A large concentration of hazardous materials can be found associated with Port Manatee and at Tropicana. Smaller amounts can be found associated with such commercial establishments as dry cleaners, pool services and hardware stores.

Industrial growth near urban areas and waterways pose an increasing risk of accidental releases that could affect both the population and environment. Manatee County and its jurisdictions recognize this and strive to continue regulating safety protocols and invest in safer technologies to reduce vulnerability and protect communities and the environment.

Probability: Industry has taken great steps to minimize the risk associated with the storage and transportation of hazardous materials. Although every precaution is taken and all safety and reporting regulations followed, spills, seepage and leaks can still occur as a result of human error or natural phenomena. For Manatee County, the probability of a hazardous material spill or release is high based on the County's transportation system and the type of industries located within the County requiring transportation.

Vulnerability: Hazardous material releases pose short and long-term toxicological threats to humans, to terrestrial and aquatic plants and to wildlife. Toxic materials affect people through inhalation, ingestion and/or direct contact. The population directly impacted by a hazardous materials accident will be dependent upon the specific location of the accident and

the climatic conditions at the time of the accident. Since these are unknown factors, mitigating the extent of the area impacted requires continued dialogue between industry and emergency responders.

Future Impacts: With increased areas of development both residential and industrial, we would expect to see more materials traveling and storing in the county creating a higher risk of an incident.

b. Dam/Levee Failures

Background: Dam/Levee failure is a collapse or breach in the dam or levee. When the term "dam" is used, it is normal to think only of structures associated with the impounding of rivers for use as drinking water reservoirs, the production of electricity or flood control. In Florida, the term can take on an additional meaning, that of impounding clay settling ponds or phosphogypsum stacks associated with the mining and processing of phosphate. Both types of dams can be found within Manatee County.

The Lake Manatee Dam is located along the Manatee River, approximately 10 miles east of I-75. Built between 1965 and 1967, this dam forms the 2,400-acre Lake Manatee Reservoir. With a depth of 40 feet and containing approximately 7.5 billion gallons of water, this reservoir serves as the primary source of drinking water for approximately 330,302 residents of Manatee County (U.S. Census Bureau 2012 estimate) and Sarasota County.

In August 2003 following several days of intense rainfall, a flood gate at the Manatee River Dam jammed opened. This resulted in the evacuation of several residences downstream as a precautionary action. While roads and some yards flooded, there was no reported flood damage to buildings.

Located south of SR 70, the 359-acre Bill Evers Reservoir was built in 1939 to serve the water needs of the City of Bradenton. The reservoir was created by the construction of Ward Dam across the Braden River. Ward Dam is located approximately five miles south of the junction of the Braden and Manatee Rivers.

Located approximately five miles east of US 301 and one-half mile north of SR 62 is the Florida Power and Light Manatee generative facility. Constructed in 1977, Lake Parrish is a 4,000-acre diked lake which serves as the cooling pond for this facility.

Phosphate mining activities can be found in the eastern portions of the County. As noted above, phosphate mining and processing requires the need for dams to impound water associated with clay settling ponds. The

only phosphogypsum stack in the County is located at the closed Piney Point processing plant.

As population and development increase in Manatee County and its jurisdictions, the likelihood that a dam/levee failure could impose more vulnerabilities on property and life increase. By implementing modern engineering and proper maintenance, along with higher building code standards, the risks decrease.

Probability: The construction and safety of dams and levees in Florida is governed by 62-672 FAC and 373, FS. There have been no threats of failure associated with Ward Dam. In 2014, contract engineers inspecting Lake Manatee Dam, determined the dam to be in a severely distressed state due to erosion and has since been repaired at a cost of $15 million. This remediation should extend the life of the dam 50 years. Phase 1 was the emergency phase which required the re-establishment of the core of the dam and was completed 2014. Phase 2 will address downstream issues but is not considered emergency remediation. This work has be defined and started in November 2021.



***Source**: www.srh.noaa.gov/.../photos/manatee%20dam.jpg*

Active phosphate mining areas in Manatee County are in the Lake Manatee watershed area, specifically clay settling areas and there is no mining within the Evers Reservoir watershed. It is unlikely that a dam failure would impact the watersheds of Lake Manatee or the Evers Reservoir.

The closing of the Piney Point processing plant has raised concerns regarding the maintenance of the phosphogysum stack. Of particular concern is the capacity of the stack being exceeded following major or long-duration rainfall events.

Per the Florida Department of Environmental Protection (FDEP) the closure activities will be complete by 2010. The owner "...will take over long-term care responsibilities as portions of the stack system are closed."

According to information from Manatee County Utilities Department, Lake Manatee Dam holds enough water to flood approximately 14.5 square miles of land in the event of a dam breach. Flood elevations range from 21 feet above the banks of Manatee River at the Rye Bridge crossing as the topography at this location is deeply incised. As the water moves downstream the topography becomes flatter and the flood depth becomes

much less (Map 29). Lake Parrish is located in an area that even a full breach of the dyke would not pose a flooding impact to residents.

Vulnerability: County residents living downstream from the Lake Manatee and Ward Dams are the most vulnerable should there be a dam failure. The number of residents affected by such an event would depend on the degree of the failure. Due to their isolated locations, there is little likelihood that the failure of a clay settling pond would adversely impact county residents. The same would apply to a dike failure at Lake Parrish. The number of residents affected by such an event would depend on the area of the dike which failed and the direction of flow.

Concerns with the Piney Point phosphogypsum stack are centered primarily on the potential for the contaminated water flowing into Tampa Bay and its subsequent environmental impacts.

The FDEP reported the following "summary of key activities that have been completed and current status:

- All of the ponded process water that was contained within the compartments of the phosphogypsum stack system has been removed and disposed. The water was treated and discharged using a combination of traditional double lime treatment, and reverse osmosis treatment technologies. All phosphogypsum stack compartments have

- been lined with a synthetic, high-density polyethylene (HDPE) liner. Stack side slopes have been amended and grassed for routing stormwater runoff to the outfall structures. The stack compartments can serve as reservoirs with a total storage capacity of up to 1.3 billion gallons for future environmental or compatible uses that may be beneficial to the State or local community.

- The discharge of treated process water to waters of the state from Outfall 003, ended on March 31, 2007. One of the lined compartments is currently being used for treatment of remnant process water that results from seepage collected at the base of the stack system. The seepage water is afforded the necessary pretreatment prior to being discharged into the Manatee County Sewer System.

- The at-grade cooling ponds previously used for the storage, cooling and recirculation of process water, have been lined with HDPE, covered with clean soil and grassed. Upon completion of all other closure activities, the NCP, which holds lime sludge used in treatment of process water, will be capped with a liner, covered with clean soil and grassed as the rest of the ponds.

- Plans for closure of the last portion of the Piney Point "plant area watershed" that includes the return channel and seepage ditch west of the OGS, the footprint of Aeration Ponds A-D, and the watershed area immediately north of Outfall 003 (and immediately east of the SCP Process Water Sump) have been prepared by the geotechnical engineering consultant Ardaman & Associates, Inc. These plan drawings reflect the full scope of work and can be used for HRK's review as well as CDM's initial quantity take-offs and pricing evaluation.

- A bentonite slurry cut-off wall has been installed on the North, and south property boundary, along Buckeye Road to isolate groundwater within the former process area. A wire fence with wood posts has been constructed between the road and the slurry wall to ensure security.

- Under the supervision of HRK personnel, the former chemical plant has been demolished and clean-up activities are ongoing. The maintenance building is undergoing renovation to serve as a trucking terminal."

Future Impacts: with more growth, we would expect to see more impacts the build environment due to a failure.

c. Port Vessel Collision or On-Water Hazardous Materials Spill

Background: Manatee County is susceptible to the impacts associated with port vessel collisions or on-water hazardous material spills. This conclusion is based on its location at the mouth of Tampa Bay, amount of Gulf coastline, site of a major deepwater port, and location adjacent to the main shipping channel into the Port of Tampa. As a consequence of the latter two items, there is a substantial amount of maritime shipping involving ocean and barge traffic carrying a wide variety of hazardous materials such as fuel oil, gasoline, aviation fuel, and ammonia.

Probability: Because Port Manatee is an active port, two factors are present which contribute to the need for vigilance. First, hazardous materials will always be present, either in transit or storage. Second, the potential for accidents is always present, either in the transfer of hazardous materials from ship-to-shore, storage, or transfer to storage to overland transport. Given the amount of hazardous materials at the port and its location, should a spill or fire/explosion occur, the impact on the surrounding population and natural environment could be catastrophic.



Vulnerability: As the home to a major deepwater port, the probability of an accident involving hazardous materials does exist. However, mitigation measures for in-route transportation are in place to minimize exposure to the general populace and to the environment. Thus, the probability of a serious event is considered to be low.

Future Impacts: With more vessels entering the port and throughout the waterways, we have an increased risk of spills. The type and severity also increase.

d. Utility Failure/Power Outages

Background: As growth continues in Manatee County, there is an increasing demand for electrical power. Through the 10-year Site Plan process, Florida Power and Light (FP&L) addresses growth in their expansion plans. Still, there may be situations where their power generating capability may not meet total demand during extreme weather conditions or after a severe storm.

As Manatee County and its jurisdictions population increases with development, the risk to power outages also increases. Prioritizing grid modernization and backup systems will help with the increased risks.

Probability: It is difficult to predict when a power outage may occur, as the northeast power failure showed in 2003. What can be predicted are the types of situations which could contribute to such a failure. This situation was highlighted during the Christmas weekend of 1989 as the extremely cold weather caused extended outages throughout the state. Although the cold weather scenario is the only most likely to result in power shortage emergencies, similar problems may occur during extremely hot weather as well.

Vulnerability: While a power failure is most likely to occur during an extreme weather event, local governments and FP&L must be prepared to respond in order to maintain the public safety and health and welfare of the County's residents.

Future Impacts: With increased growth we would expect to see more impacts to the residential and business populations as the grid expands. This would also increase risk to the medically sensitive population

e. Airplane Crash

Background: Manatee County is home to an international airport. The Sarasota-Bradenton International Airport is split between Manatee and Sarasota Counties. Any incident would result in life safety issues, economic issues, and transportation issues. These types of incidents do

not solely have to do with malfunction. They can be associated with terrorism, human error, and even sabotage.

Increased air traffic because of population and development increases throughout Manatee County and its jurisdictions increases the overall vulnerability of risk to human life and property. Advances in aviation safety protocols and emergency responses help reduce those risks.

Future Impacts: With increased growth we would likely see more human and infrastructure loss due to a crash threatening life and property.

f. Critical Infrastructure Disruption

Background: Critical infrastructure is the body of systems, networks and assets that are so essential that their continued operation is required to ensure the security of a given nation, its economy, and the public's health and/or safety. Energy, water and wastewater systems, and transportation systems are a few examples of Manatee County's critical infrastructure. Loss or disruption in any system can result in life safety and economic issues.

Manatee County and its jurisdictions recognize the correlation between the importance of critical infrastructure and its interconnectivity, but the increased vulnerability it poses to those critical infrastructures and the cascading effects it could have on the County as a whole. Utilizing enhanced redundancy and regular maintenance can improve system recovery and resilience.

Future Impacts: Increased growth would increase need for critical infrastructure. Failure of these systems could cause increased public health and safety issues.

g. Radiological Releases

Background: Radiological releases pertain to any release of radiological material into the air, water, or land. These incidents are of great concern to public health and the environment and can have lasting effects on the community.

Manatee County and its jurisdictions understand that Nuclear/medical/radiological technology expansions, along with increasing population, raise the possible risk of radiological releases. By implementing and continually reviewing safety standards and emergency preparedness regarding radiological issues, risks can be minimized.

Future Impacts: Increased growth would cause the impacts from a release to hurt more people and structures. Additionally, as more urban areas increase, the impacts increase that more individuals and structures would be in the area of the release.

h. Train Derailment

Background: A derailment occurs when a vehicle such as a train runs off its rails. Although many derailments are minor, all result in temporary disruption of the proper operation of the railway system and they are potentially seriously hazardous to human health and safety. Tropicana and other industrial companies regularly use trains to transport and receive goods. The largest concern for an incident would be that of a derailment involving hazardous materials. These incidents would affect public and economic health as well as transportation systems.

As Manatee County and its jurisdictions population and development grow, the risks of train derailment increase. There are currently no plans for train track expansion, but regular track maintenance and increased safety protocols and emergency responses help mitigate those risks.

Future Impacts: Due to increased growth, more population and structure would likely be impacted if a train would derail.

i. Major Transportation Incidents

Background: Manatee County has two major transportation lines (Interstate 75 and US-41). These major roads provide transportation to public and commercial entities. Any major incident gives concern to life safety and economic loss for the County and region. Additionally, public safety uses these roads for response.

With increasing population and development Manatee County and its jurisdictions see expanded transportation networks which can increase the risk of major transportation incidents to property and life. Effective traffic and transportation systems with increased safe technologies in vehicles and incident response help reduce the risk.

Future Impacts: Increased growth increases the chances of major transportation incidents and would likely impact more persons, structures, and increase disruption of critical infrastructure.

j. Urban Conflagration

Background: A conflagration is a large and destructive fire that threatens human life, animal life, health, and/or property. It may also be described

as a blaze or simply a large fire. A conflagration can begin accidentally, be naturally caused wildfire, or intentionally created arson. Arson can be for fraud, murder, sabotage or diversion, or due to a person's pyromania. A very large fire can produce a firestorm, in which the central column of rising heated air induces strong inward winds, which supply oxygen to the fire. Conflagrations can cause casualties including deaths or injuries from burns, trauma due to collapse of structures and attempts to escape, and smoke inhalation. The County has very little areas where wildland and urban interfaces are joined lowering concern for wildfire to urban conflagration.

Manatee County and its jurisdictions experiencing increased population and development throughout its borders increase the risks of all types of urban conflagration, natural or manmade. Enforcing fire codes, fire hydrant networks, and controlled burns to reduce fire spread are all things that help lower the risks.

Future Impacts: Increased urban area interfacing with wildland increases the chance of conflagration. This would impact persons, structure, and critical infrastructure.

E. HUMAN-CAUSED

Human-caused incidents result from several origins, but all incidents have human behavior, technological/industrial mistakes, or intentional acts of an adversary as their root cause. Lack of knowledge regarding technology, human error, the inability to identify potential cascading effects, or simply deficient response systems for technological catastrophes are common drivers of the incidents. Humans targeting other humans with acts of violence or disruption is another common source of human-caused incidents.

a. Terrorism/Homeland Security

Background: The events on September 11th, 2001, has shown, the United States is no longer exempt from the threat of terrorist attack on its home shore. While there are no major facilities of national importance in the County, Manatee County is located near MacDill Air Force Base with Central Command and Special Operations, and the Port of Tampa which must be considered potential terrorist targets. While the types of weapons a terrorist may use are varied, the most fearful are those classified as weapons of mass destruction. Of these, the greatest threat comes from those classified as NBC or nuclear, biological, and chemical.

Conventional wisdom is that obtaining the material to create nuclear weapons would be difficult for a terrorist group. Still, it is possible of obtain sufficient qualities of radioactive material to make what are known as "dirty bombs." Similarly, the chemical agents or biological agents are relatively easy to obtain, and thus pose a greater threat than that associated with nuclear material weapons. The availability and the impact of chemical and biological threat materials are both high and can have potentially devastating impacts.

Expanding critical infrastructures and increasing urban development create more potential targets for terrorist attacks, Manatee County and its jurisdictions recognize the vulnerabilities. Modernized security systems, surveillance technology, and rapid response capabilities help reduce those risks.

Probability: As 9/11 and subsequent worldly events have shown, there is no way of predicting when, where, or how a terrorist attack may occur.

Vulnerability: The devastation of a nuclear attack is clearly understood. A terrorist attack using a dirty bomb or chemical or biological agents could prove to be equally devastating. In addition to the large numbers of people either killed or injured, there is also the long-term economic impact of such an attack. Large sections of a community could be contaminated for an extensive period of time.

Post 9/11 has placed a greater urgency on the need for vigilance and preparation. Federal, state, and local law enforcement, public safety, and emergency management officials and agencies are working in greater cooperation to coordinate pre-event preparation and potential post-event response.

Future Impacts: Increased growth makes more people, structure, and critical infrastructure in areas becoming more vulnerable to attacks.

b. Civil Disturbance

Background: Civil disturbance, also known as civil disorder or civil unrest, is an activity arising from a mass act of civil disobedience (such as a demonstration, riot, or strike) in which the participants become hostile toward authority, and authorities incur difficulties in maintaining public safety and order, over the disorderly crowd. These incidents give rise to concerns of life safety and property.

As urban development increases and population along with it in Manatee County and its jurisdictions, the risk of civil disturbance also increases.

Encouraging more community evolvement and engagement, as well as effective law enforcement, these disturbances could be mitigated.

Future Impacts: Increase in growth would increase the possibility of civil disturbances due to more people.

c. Coastal Oil Spill

Background: An oil spill is the release of a liquid petroleum hydrocarbon into the environment, especially the marine ecosystem, due to human activity, and is a form of pollution. The term is usually given to marine oil spills, where oil is released into the ocean or coastal waters, but spills may also occur on land. Spills not only can create public health issues but create long lasting economic issues for fishing and tourism.

Manatee County and its jurisdictions are aware of everchanging laws regarding offshore drilling and the risk that poses to increased vulnerability of our coasts. Industrial development along the coast also raises risk of contamination. Stricter environmental regulations and development codes could reduce the impact or likelihood of spills.

Future Impacts: With increase in infrastructure and people near the coastal areas, more impact to those people, structures,

d. Cyber Incidents

Background: Cyber-attacks include the use of electronic devices to attack, cripple or damage information systems held by governmental or private institutions, as well as individual citizens. Cyber-attacks are largely achieved through one of three means: 1) through wired and wireless Internet connections, 2) through the uploading of malicious software, and 3) through hardware transfer devices such as thumb drives. The sources of cyber-attacks include criminal groups seeking financial gain, nation states involved with espionage and plans to undermine foreign governments through a weakening of national defenses, activist groups bent on gaining public opinion or punishing those who disagree with their agenda as well as lone individuals seeking fame or fortune. Terrorist groups can also be a source of cyber-attacks; however, their current capabilities are somewhat limited. A sharp increase in the number of cyber intrusions into government and corporate computer networks has caused the United States to launch a number of new initiatives in cyber security. Many of the initiatives have focused on protecting critical infrastructure control and command systems, preventing access to sensitive government information, and thwarting acts of fraud and theft targeting business financial systems.

Manatee County and its jurisdictions understand that with greater reliability on the digital age and interconnectivity, the exposure to cyber threats also increases. Jurisdictional protocols and technologies strengthen those defenses and create a more resilient digital infrastructure.

Future Impacts: With rising need for network and computing data we are at and increasing risk for cyber incidents for residents, businesses, and our critical infrastructure.

e. Mass Migration

Background: Mass migration occurs when a large population moves from one regional area to another. These moves are not limited to country-to-country movement. They can be within countries and event within states. The issues of concern during these events are public health and economic hardships.

Increasing development and populations within Manatee County and its jurisdictions are a direct result of mass migration to the area. Increasing housing and traffic patterns along with integration to the community programs, the risk of upset decreases.

Future Impacts: Manatee County continues to see more people and businesses moving to the area annually. The increase has slowed since 2023 but with changing growth and increased hazards in other areas, we will continue to see this migration.

f. Sabotage

Background: Sabotage is a deliberate action aimed at weakening a policy, effort, or organization through subversion, obstruction, disruption, or destruction. One who engages in sabotage is a saboteur. Saboteurs typically try to conceal their identities because of the consequences of their actions. Sabotage can be linked to many different types of incidents.

With increased development in Manatee County and its jurisdictions, the risk of sabotage increases. Security systems, increased awareness, and rapid response help to lower the impacts of sabotage.

Future Impacts: With increased growth we will see higher impacts in the county.

g. Mass Shootings

Background: A mass shooting is an incident involving multiple victims of firearm violence (not necessarily death). There is no widely accepted

definition of the term shooting, but the FBI defines a "mass murder" as "four or more murdered during an event with no "cooling-off period" between the murders." The response to an event can span for a long period of time and the effects span even longer.

With increasing population and development in Manatee County and its jurisdictions, the risk of impacts from a mass shooting rise. Increasing security measures and availability of mental health services these risks could be lessened.

Future Impacts: With increased growth we will see higher impacts in the county.

h. Special Events

Background: Special events refer to any event not typically done regularly. These can include marathons, fairs, and parades. While the actual event doesn't necessarily cause major issues, the events within the event can give rise to life safety issues as well as transportation issues. Since these events are generally planned in advance, safety can be added into the planning process early.

As Manatee County and its jurisdictions development and population increase the likelihood of events also increase, therefore the risk is greater. With strategic planning, surveillance, and planned emergency responses, those risks are reduced.

Future Impacts: With increased growth we will see higher impacts in the county.

F. VULNERABILITY BY JURISDICTION

Attempting to access the vulnerability of multiple jurisdictions to natural and man-caused risks is a difficult task. To one degree or another, all the jurisdictions in Manatee County are susceptible to the hazardous events described in this LMS. The level of vulnerability is dependent upon a multitude of circumstances and conditions which are beyond the ability of this study to address. In order to provide additional clarity, the following is a brief description of the method used in determining the degree of vulnerability faced by the individual jurisdictions in Manatee County. A matrix of this information can be found at the conclusion of this section. Reference Appendix B for a list of historical events throughout the County.

- **Hurricane/Coastal Storms/Severe Winds**

  Due to their location on barrier islands, the cities of Anna Maria, Bradenton Beach, Holmes Beach, and Longboat Key and the coastal areas of the City of Bradenton, and unincorporated Manatee County are the most vulnerable to the effects of a hurricane or coastal storm. Depending on the severity of the storm, additional areas in Bradenton, Palmetto, and unincorporated Manatee County near the mouth of the Manatee River could also be vulnerable. All areas of the County are vulnerable to severe winds caused by thunderstorms.

- **Severe Storms**

  All jurisdictions in Manatee County are susceptible to the various components which comprise severe storms. As noted previously, the greatest threats come from lightning and strong winds. Although associated with severe thunderstorms, hail presents less of a threat.

- **Tornadoes**

  Manatee County all jurisdictions are susceptible to tornadoes, particularly during the threat of severe thunderstorms. In addition, the four barrier island communities are also susceptible to the threat of waterspouts. While a typical tornado in Florida is small when compared to those in the mid-west, recent history has shown that severe tornadoes can occur.

- **Floods/Severe Rain Events**

  To some degree, all jurisdictions in Manatee County are susceptible to flooding events. Naturally, properties adjacent to water bodies or in low lying areas would be expected to experience flooding. The severity of the flooding is directly related to the amount and duration of the rainfall event. The areas affected by flooding could increase. For the barrier island communities, should a severe rainfall event occur at the same time as high tide, onshore winds, or a combination of both, the severity of the flooding is compounded. In all of Manatee County, 38,768 buildings are within the high risk and mixed (high risk on property) zones and have the potential of experiencing the 1% chance flood event.

- **Coastal and Riverine Erosion**

  In Manatee County, coastal and riverine erosion is a possibility for those areas located along the Gulf of Mexico, Tampa Bay, Sarasota Bay, Manatee and Braden Rivers and Bowless and Wares Creeks. The severity of the coastal and riverine erosion is directly related to the amount and duration of the storm event. For the barrier island

communities, should a severe storm event occur at the same time as high tide, onshore winds, or a combination of both, the severity of the erosion is compounded. Given the mass area of possibility along the Gulf of Mexico, Tampa Bay, Sarasota Bay, Manatee and Braden Rivers and Bowless and Wares Creeks, this event could affect the planning area equally.

- **Winter Storms/Freezes**

  The same areas of Manatee County affected by hurricane and coastal storms are also affected by winter storms. Surprisingly, some of the most severe and destructive storm events in recent years have been associated with winter storms. The planning areas most affected by this event would be the agricultural areas of unincorporated Manatee County, as well as these same area in the cities of Bradenton and Palmetto.

- **Droughts/Heat Wave**

  All of Manatee County is affected by drought conditions. Drought conditions are occurring throughout Florida with increased regularity. It is not unusual for Manatee County to experience temperatures above normal during the summer. When combined with the natural high humidity, conditions associated with a heat wave can occur. Given that Manatee County is a coastal county with a sea breeze off the Gulf of Mexico, all jurisdictions within the planning area have an equal likelihood of less than a 1% chance of experiencing a heat wave.
  ***Source**: www.weather.gov/floodsafety/Drought-wh.jpg*

- **Extreme Heat**

  Manatee County and all of its jurisdictions ar affected by extreme heat. Extreme Heat affects individuals differently and all jurisdictions have residents that are more likely to suffer from heat-related illness. Those more likely to succumb to heat-related illness are children, elderly, sick, and overweight persons.

- **Sinkholes**

  As identified by the Southwest Florida Water Management District, the occurrence of sinkholes is a rare event in Manatee County. The only recorded sinkholes are located in the unincorporated county. As noted previously, the geologic structure of Manatee County does not lend itself to the formation of sinkholes. Thus, the locations reported as sinkholes by SWFWMD are considered ground subsidence in the form of washouts, potholes, and similar formations.

- **Wildfires**

  The areas of greatest threat to wildfires are in unincorporated Manatee County, primarily east of I-75. The area south of the Manatee River and east of I-75 is experiencing the greatest growth in what is considered the urban/rural interface. Though, all of Manatee County and its jurisdictions do have some degree of threat of wildfires.

- **Space Weather**

  Manatee County Emergency Management has begun monitoring space weather. As information becomes more available, this will be incorporated into the Local Mitigation Strategy.

- **Sea Level Rise**

  May be the result of climate change, which can have serious adverse effect to our coastal communities and ecosystems. As a coastal community, Manatee County is concerned with the changes in the Gulf of Mexico thus we are monitoring Sea Level Rise. As sea level rises, the coastal areas and areas around the Manatee River, Braden River, Palma Sola Bay, Terra Ceia Bay, and Anna Maria Island are most at risk.

- **Epidemic**

  All jurisdictions are vulnerable to epidemics. An epidemic is human based, and any persons can be exposed through multiple avenues. Although, all jurisdictions are vulnerable, those with lower and spread populations like Myakka City are less vulnerable than population dense areas.

- **Harmful Algal Blooms**

  The areas of direct vulnerability in the County are coastal communities. These include Anna Maria, Holmes Beach, Bradenton Beach, and Longboat Key. These jurisdictions would be directly affected with public health concerns as well as economic loss. The remaining jurisdictions would be indirectly vulnerable through economic loss.

- **Animal Disease Outbreak**

  Unincorporated areas in the far eastern portion of Manatee County are the most vulnerable to an outbreak due to the fact that livestock is kept in those areas. Most of these areas included are generally far east of interstate 75 in rural areas.

- **Hazardous Materials**

  Due to the fact that ground transportation is the primary method for the transport of hazardous materials, all areas of Manatee County are potentially susceptible to a hazardous material event. The greatest probability of such event would be in those areas with the highest concentration of hazardous material users. Such areas would include the Port Manatee areas of northwestern unincorporated Manatee County and the industrial areas east of US 41/301 in eastern Bradenton and unincorporated Manatee County.

- **Dam/Levee Failures**

  The areas of Manatee County vulnerable to a dam failure are located west of Lake Manatee and north of the Bill Evers Reservoir in the unincorporated county and the cities of Bradenton and Palmetto. There have been several minor events where limited evacuations have been necessitated due to dam overflows. The latest was in August 2003 when a flood gate jammed opened following several days of intense rainfall.

  The areas of Manatee County vulnerable to clay settling area (CSA) breaches are located east of Lake Manatee from the northern county boundary south to State Road 64.

  The area of unincorporated Manatee County near the Florida Power and Light Manatee Generating Station are vulnerable should the cooling pond known as Lake Parrish fail.

  A dam failure at Lake Manatee would also impact the municipalities as this is their drinking water supply. Failure at Bill Evers Reservoir would impact Bradenton and also some areas of the unincorporated area who receive their drinking water from that source.

- **Port Vessel Collision or Open Water Hazardous Material Spill**

  When considering port vessel collisions or open water hazardous material spills, it would be natural to narrow the potential vulnerability area to that in the immediate vicinity of Port Manatee. Taking this approach, the vulnerability area would be limited to northwest unincorporated Manatee County and southwest Hillsborough County. This area includes the Bishops Harbor and Terra Ceia Aquatic Preserves in Manatee County and the Cockroach Bay Aquatic Preserve in Hillsborough County. This approach does not take into consideration that much of northern Manatee County is exposed to Tampa Bay and the main shipping channel into not only Port Manatee but also the Port of Tampa and Port of St. Petersburg. As a consequence, should a vessel collision or open water hazardous material spill occur in the main

shipping channel west of the Skyway Bridge and climatic conditions be right, the unincorporated areas of Terra Ceia and Snead Island, the City of Anna Maria and the Palma Sola and the Perico Island areas of the City of Bradenton could be impacted. Should such an event occur west of Egmont Key, it is possible that in addition to Anna Maria, the cities of Holmes Beach, Bradenton Beach, and Longboat Key could also be impacted.

- **Terrorism/Homeland Security**

  With the exception of Port Manatee and the Florida Power and Light Manatee Generating Station, there are no facilities in the County which could be considered of strategic importance. Hence, the vulnerability to a terrorist attack would have to be considered low. However, as recent history has shown, this may in fact not be the case. It cannot be forgotten that Manatee County is located in proximity to MacDill Air Force Base and the main shipping channel for the Port of Tampa. Thus, while the threat of a direct attack may be considered low, the vulnerability to the effects of an attack on a target outside of the County must be recognized as a possibility.

- **Utility Failure/Power Outages**

  To some degree all of Manatee County is vulnerable to a utility failure or power outage. The actual extent of such vulnerability is dependent upon the cause and scope of the failure.

The table on the following page was developed based on local knowledge and historical occurrence of the jurisdiction's vulnerability of the identified natural and man-caused hazards.

HAZARD IMPACT BY JURISDICTION

Natural and Man-caused Hazards	Manatee County	Anna Maria	Bradenton	Bradenton Beach	Holmes Beach	Longboat Key	Palmetto
Hurricane/Coastal Storms	H	H	H	H	H	H	H
Severe Storms	H	H	H	H	H	H	H
Tornadoes	M	M	M	M	M	M	M
Floods	H	H	H	H	H	H	H
Coastal and Riverine Erosion	M	M	M	M	M	M	M
Winter Storms/Freezes	M	M	M	M	M	M	M
Drought/Heat Wave	M	M	M	M	M	M	M
Extreme Heat	M	M	M	M	M	M	M
Sinkholes	L	N	L	N	N	N	L
Wildfires	H	N	H	N	N	N	H
Earthquakes	N	N	N	N	N	N	N
Space Weather (no data to report)							
Tsunami	N	N	N	N	N	N	N
Sea Level Rise	H	H	H	H	H	H	H
Harmful Algal Bloom	M/H	H	M/H	H	H	H	M/H
Epidemic	M/H	M/H	M/H	M/H	M/H	M/H	M/H
Animal Disease Outbreak	M	L	L	L	L	L	L
Hazardous Materials	M	M	M	M	M	M	M
Dam/Levee Failures	L	N	L	N	N	N	L
Port Vessel Collision or Open Water Hazardous Material Spill	H	M	M/L	L	L	L	L
Terrorism/Homeland Security	L	L	L	L	L	L	L
Utility Failure/Power Outages	M	M	M	M	M	M	M

Key:

H = High – Likely to experience threat of vulnerability, effect, or reoccurrence of event. Most of the population affected, major damage to old, poorly maintained, and mobile home structures, some damage to newer structures built to code likely.
M = Moderate – Average to better than average likelihood of experiencing threat of vulnerability, effect, or reoccurrence of event. Around 50% of the population affected, mobile homes and poorly built or maintained structures most at risk.
L = Low – Below average likelihood of experiencing threat of vulnerability, effect, or reoccurrence of event. Special portions of the population affected, day-to-day operations not affected, minor cosmetic damage expected to some structures.
N – Very little or no likelihood threat will occur.

Source: *Manatee County Emergency Management, updated 10/1/2024*

G. RISK ASSESSMENT – THE ANALYSIS PROCESS

The risk assessment consists of three elements – conducting an analysis of hazards the community faces, an assessment of vulnerability related to each threat or hazard, and a review of the consequences and impact expect should an incident occur.

The creation of the **hazard profiles**, and other factors that influence the total risk score are detailed in the sections below while accounting for the research listed in the "Overview of Hazards" section of the Threat and Hazard Identification and Risk Assessment (THIRA). Research for this assessment involved the collection of both historical and statistical data, including review of available literature and interviews with professionals in various disciplines at the local-level and at the state-level. Information was then systematically analyzed for potential risk value. The threat analysis was scored by the workgroup based on: Frequency, Duration, Speed of Onset, and Magnitude.

Frequency:

A key factor in the risk of a hazard is the frequency with which it occurs. Some hazards have been relatively frequent in Manatee County while others have been only sporadic. For this hazard analysis, the frequency with which an event occurs is based on historical reports and query of subject matter experts from various state and local authorities as well as the number of County Disaster Declarations associated with each hazard. Using these criteria provides a wider variety of hazards than utilizing presidential declarations alone.

4	Highly Likely	95-100% certainty of occurring in the next year. Many county disaster declarations have occurred.
3	Likely	Between 10-95% chance of occurring in the next year, or at least one incident occurring in the next 10 years. Some county disaster declarations have occurred.
2	Possible	Between 1-10% chance of occurring in the next year or at least one incident occurring in the next 100 years. Very few disaster declarations have occurred.
1	Unlikely	Less than 1% probability of taking place in the next 100 years

Duration:

The incident duration also plays a critical role in the outcome of the disaster and may be defined as "time on the ground" or the time-period of response to a hazard or event. Transportation accidents may last a few hours whereas a tire fire may last a week and a flood several weeks. Duration, therefore, may not always be indicative of the degree of damage, but it remains an important planning factor.

5	Excessive	More than 30 days
4	Long	7 to 30 days
3	Medium	1 to 7 days
2	Short	12 to 24 hours
1	Minimal	Less than 12 hours

Speed of Onset:

How rapidly the incident takes to occur may affect all other factors due to lack of warning or time to prepare for impact. The lead-time required to protect lives and properties can vary greatly with each event. For instance, a slow-rising Manatee River flood may allow time to evacuate residents and begin flood fight measures, but flash floods can occur with little warning.

4	Short-None	Minimal to no warning
3	Short	6 to 12 hours
2	Medium	12 to 24 hours
1	Extended	More than 24 hours

Magnitude:

The magnitude of the hazard is the geographic dispersion of the incident it causes. For instance, comparing whole county being affected by a hurricane versus a transportation accident involving hazardous materials that takes place in one isolated location.

4	Catastrophic	76-100% of the county is impacted.
3	Critical	26-75% of the county is affected.
2	Limited	6-25% of the county is impacted.
1	Localized	0-5% of the county is affected.

Vulnerability:

Vulnerability is determined based on how prone the community's system is to impacts from the various hazards. The analysis was conducted based on how vulnerable the business community, humans, property, and the built environment are to the list of hazards. The focus of this section is community factors that result in higher risk to each hazard, rather than on the impact the event causes. Vulnerability manifests in a number of ways, including, but not limited to:

- Proximity to a possible hazardous event
- Population density in the area proximal to the event

- Scientific understanding of the hazard
- Public education and awareness of the hazard
- Existence or non-existence of early-warning systems and lines of communication
- Availability and readiness of emergency infrastructure
- Construction styles and building codes
- Cultural factors that influence public response to warnings

Business Vulnerability:

Business Vulnerability refers to the ability of the County and its residents to endure the economic impact of the hazard. Ability of supply chains to be maintained or not, the resiliency of the tax base, and overall economic vulnerability should be considered.

4	High	Economic systems and businesses systems are shut down or severely impacted across the county for at least 30 days.
3	Medium	Economic systems and businesses systems are shut down or severely impacted across the county for at least 14 days.
2	Low	Economic systems are severely impacted for a week.
1	Minimal	Economic systems are impacted but will recover without significant effort or outside help.

Impact on Humans:

This factor relates to the number of lives potentially lost and injuries that occur following a hazard occurrence.

4	High	Mass Fatality Event
3	Medium	Multiple deaths and/or severe injuries
2	Low	Some injuries, mostly minor
1	Minimal	Few minor injuries

Impact on Property:

This factor relates to the amount of property potentially lost to a hazard agent. This factor can vary between jurisdictions based on economics, geographic amount owned, and demographics of the populations, yet it plays an important role in the recovery process.

4	High	More than 50% of property is severely damaged
3	Medium	More than 25% of property is severely damaged
2	Low	More than 5% of property is severely damaged
1	Minimal	Less than 5% of property is severely damaged

Impact on Environment:

This factor considers the impacts from the hazard event to the air, water, land, and biomes in the County.

4	High	Catastrophic impacts to the environment as a result of the event and/or cascading effects. Environmental impacts could cause immediate and long-term health effects to people. Significant resources required for remediation.
3	Medium	Localized and temporary impacts to the environment as a result of the event and/or cascading effects. No immediate health threat to people and environmental remediation would restore the environment to acceptable limits.
2	Low	Impact to the environment would be minimal and only require a local response.
1	Minimal	Impact to the environment would not require remediation.

The **consequence analysis** further estimates the impacts to people, property and the environment by evaluating impacts to the Public, First Responders, Business Continuity, Public Confidence, Economy, Facilities/Infrastructure, and the Environment (estimated remediation required). Generally, these factors were considered for an average occurrence of the hazard.

Public:

This category considers the overall impact to the citizens of the State caused by the hazard. The short- and long-term impacts caused by the hazard were considered in addition to efforts at the State and local level to mitigate, prepare for, respond to and recover from the event. The ranking is a general reflection of the County's resilience to the hazard being evaluated.

3	High	Impacts to the public would likely exceed county and state resources, necessitating federal assistance. Impacts would include multiple casualties.
2	Medium	Impacts to the public would likely not exceed state resources. Some casualties and injuries would occur.
1	Minimal	Impacts to the public would be managed at the county level.

First Responders:

This category considers the impact of the hazard event to police, fire, Emergency Medical Technician (EMT), emergency management and other State and local officials that respond to the event. The threats to the health and safety of first responders posed by the hazard were considered in addition to staffing, training, and overall preparedness of first responders.

3	High	Extreme threat posed to first responders, which would likely exceed local and state resources.
2	Medium	Significant threat posed to first responders but would likely not exceed state and local resources.
1	Minimal	Threat posed by hazard would be managed at the county level.

Continuity of Operations:

This category considers the impact of the hazard event to county government's ability to continue or reestablish essential services.

3	High	Impacts to essential functions as a result of the hazard event and/or cascading effects would be catastrophic. This failure would have an immediate cascading effect to public health and safety.
2	Medium	Impacts to essential functions as the result of the hazard event and/or cascading effects would be significant, but localized and temporary. This impact would create delayed response to public health and safety, but no immediate concerns.
1	Minimal	Impact to essential functions would be minimal and only require a local response.

Facilities/Infrastructure:

This category considers the impacts of the hazard event to the built environment.

3	High	The hazard event would result in catastrophic damages to the built environment. Damage to the built environment would have cascading and long-term effects. Impacts would strain Federal resources and require extensive long-term recovery efforts.
2	Medium	The hazard event would result in significant damages to the built environment and likely require the need for state or federal resources to effectively recover.
1	Minimal	Effects to the built environment would be limited and likely not exceed the response and recovery efforts at the local level.

Economy:

This category considers the impact to the County's economy from the hazard event.

3	High	Cost to respond and recover from the event would quickly exceed Manatee County's capacity and would likely exceed the amount budgeted in the state and will likely require federal resources.
2	Medium	Cost to respond and recover from the event would likely not exceed the combined amount budgeted by the county and state.
1	Minimal	Cost to respond and recover from the event would likely not exceed county resources.

Environment:

This category considers the cost to remediate the environmental degradation caused by the event. The potential size, scope, and overall impact(s) to the environment should be considered.

3	High	More than 25% of property is severely damaged
2	Medium	More than 5% of property is severely damaged
1	Minimal	Less than 5% of property is severely damaged

Public Confidence:

This category considers the impact a hazard event of each type could have on the public's confidence in the government and emergency management community.

3	High	Significant negative impact. Downturn in public trust for the government's ability to respond to or recover from disaster.
2	Medium	Some negative impact. Public trust is eroded but recoverable as the recovery ensues.
1	Minimal	Little or no impact on the public trust.

The Manatee Emergency Operations Workgroup members (MEOW) were given the opportunity to provide feedback for each of the categories detailed in the Hazard Analysis, Vulnerability Analysis, and the Consequence Analysis sections of this report. For the 2019 update, 16 people from the MEOW group responded and provided feedback for each. The values from each of the respondents was averaged for each of the three sections.

To calculate the Total Risk score, a series of calculations were completed as detailed below.

1. Hazard Analysis Rating (H)

Hazard Score = (Duration + Speed of Onset + Frequency + Magnitude)/1.7

In this formula, 1.7 is a normalizing factor to adjust the scores to the model used in the FEMA Critical Asset Risk Management MGT-315, October 2016.

2. Vulnerability Analysis Rating (V)

Vulnerability Score = (Business + Human + Property + Environment)/2.2

In this formula, 2.2 is a normalizing factor to adjust scores to the scale for vulnerability ratings in FEMA Critical Asset Risk Management MGT-315, October 2016.

3. Consequence Analysis Value (C)

Consequence Score = (Public + First Responders + Continuity of Operations + Infrastructure +Economy Environment + Public Confidence)/2

In this formula, 2 is a normalizing factor to account for the three additional Manatee County factors included with the three FEMA factors used in FEMA Critical Asset Risk Management MGT-315, October 2016. This ensures that the scale will be in line with FEMA's scale.

4. Total Risk Value (R)

Probability Value = Threat Value x Vulnerability Value (P=HxV)

Total Risk = Probability Value x Consequence Value (R=PxC)

The table below provides the calculated results for each of the measures listed above. Throughout the series of calculations, the spreadsheet function rounds the values to one decimal for ease of display. The resulting risk total values allow hazards to be compared against each other to obtain a prioritization of hazards. Although this assessment considers the hazard analysis documented by Manatee County Emergency Management, the threats and hazards identified, and risk values determined in this report are used for planning purposes only.

Hazard	Total Risk Value (R)	Overall Risk Ranking	Probability Value (P)	Consequence Value (C)	Hazard/Threat Value (T)	Vulnerability Value (V)
Natural Hazards						
Hurricane	427.2	1	41.2	10.4	7.0	5.9
Flood	274.2	2	32.6	8.4	6.6	4.9
Tornado	153.1	17	22.3	6.9	5.3	4.2
Earthquake	75.5	30	12.2	6.2	4.0	3.0
Tsunami	82.4	27	13.9	5.9	3.8	3.6
Epidemic	249.8	5	28.6	8.7	6.4	4.4
Exotic Pests and Disease	108.3	24	17.1	6.4	5.0	3.4
Harmful Algal Blooms	157.4	15	23.8	6.6	5.8	4.1
Wildfire	194.2	11	26.8	7.2	6.1	4.4
Sea Level Rise	146.9	18	21.2	6.9	5.2	4.0
Severe Storms	131.7	20	21.8	6.0	6.1	3.6
Drought	223.0	7	30.5	7.3	6.6	4.7
Sinkholes	73.0	31	15.2	4.8	4.5	3.4
Animal Disease Outbreak	81.0	28	14.5	5.6	4.6	3.1
Coastal/Riverine Erosion	63.4	32	13.9	4.6	4.9	2.8
Space Weather	51.5	33	10.5	4.9	4.2	2.5
Winter Storm	31.2	34	7.5	4.1	3.0	2.5
Technological Hazards						
Dam/Levee failure	184.7	13	25.3	7.3	6.2	4.1
Hazardous Materials Release	206.3	9	27.1	7.6	5.8	4.7
Radiological Release	194.2	10	24.0	8.1	5.3	4.5
Critical Infrastructure Disruption	214.3	8	24.9	8.6	6.1	4.1
Airplane Crash	104.2	25	17.5	6.0	4.7	3.7
Major Transportation Incidents	125.9	21	20.3	6.2	5.6	3.6
Train Derailment	91.2	26	17.0	5.4	5.3	3.2
Urban Conflagration	113.9	23	17.5	6.5	4.6	3.8
Power Failure	191.6	12	25.5	7.5	6.8	3.8
Human Caused Hazards						
Terrorist Acts	259.3	3	28.8	9.0	5.9	4.9
Coastal Oil Spills	236.5	6	31.2	7.6	6.4	4.9
Mass Shooting	139.1	19	19.2	7.3	5.1	3.8
Sabotage	174.0	14	23.0	7.6	5.7	4.1
Cyber Incidents	257.4	4	29.1	8.9	6.9	4.2
Civil Disturbance	154.3	16	20.8	7.4	5.2	4.0
Special Events	80.3	29	14.2	5.6	4.6	3.1
Mass Migration	122.9	22	18.7	6.6	5.4	3.4

THIRA is updated every two years, the above most recent being 2024. Extreme Heat was not included in the 2024 THIRA update and will be scored appropriately and included for the 2026 update.

H. OMISSION OF HAZARDS

For purposes of hazard identification, the following hazards were not included based on the recommendation of the Emergency Management Coordinator and Manatee Emergency Operations Workgroup who conducted the hazards analysis. These events have never occurred or would have little to no impact if they did. These include:

- **Volcanic activity** - The nearest volcanic activity to Florida occurs on the island of the Caribbean basin and there is no probability of volcanic activity, it has been removed from the hazards.

- **Landslide** - Due to the generally flat nature of Manatee County, landslide has also been removed.

- **Earthquake** - Due to the location of tectonic plates of the Earth and the stability of the plate Florida rests on, Manatee County is at very marginal risk of an earthquake and therefore has been removed from hazards.

- **Tsunami** - Since Florida is not located along the convergent margins of the tectonic plates, there is no likelihood of earthquake-generated tsunamis affecting the west coast of Florida and has been removed from hazards.

I. REPETITIVE LOSS & SEVERE REPETIATVE LOSS INITIATIVE

As of September 2024, unincorporated Manatee County had 90 single family residences, 18 duplexes, 17 condominiums, 5 commercial and 2 municipal repetitive loss properties. These properties account for 376 flood insurance claims. One property was demolished by the owner in 2016. It is important to note that these numbers do not reflect impacts from the 2024 Hurricane season, in which Manatee County and its jurisdictions were impacted by 3 major storms (Debby, Helene, and Milton).

Repetitive Loss data by jurisdiction:

Jurisdiction	RL	Single Fam.	2-4 Fam.	Multi-Fam.	Comm-ercial	# of Claims
Anna Maria	32	22	9	1	0	243
Bradenton	66	55	5	4	2	215
Bradenton Beach	29	15	6	4	4	237
Holmes Beach	57	26	19	11	1	311
Longboat Key	101	87	8	2	4	485
Palmetto	8	8	0	0	0	196
Manatee County	130	90	18	17	5	417

Source: *NFIP Flood Insurance (Sept 2024)*

Severe Repetitive Loss data by jurisdiction:

Jurisdiction	SRL	Single Fam.	2-4 Fam.	Multi-Fam.	Comm-ercial
Anna Maria	7	5	1	1	0
Bradenton	17	13	1	2	1
Bradenton Beach	7	5	0	0	2
Holmes Beach	5	4	0	0	1
Longboat Key	25	20	3	0	2
Palmetto	2	2	0	0	0
Manatee County	29	24	2	3	0

Source: *NFIP Flood Insurance (Sept 2024)*

The areas with the highest number of repetitive loss locations per sq. mile are the geographic areas with the highest historic flooding. These include the barrier island communities. The distribution of the structures is presented in the table above; however, the list of repetitive loss properties is not available in documents given security and privacy regulations.

To mitigate repetitive loss, Manatee County and its jurisdictions have implemented a process to identify and regulate construction on homes within Flood Zones to comply with FEMA's 50% Rule. Unincorporated Manatee County, City of Bradenton, and City of Bradenton Beach utilize a specialized Floodplain Manager, while City of Palmetto, Town of Longboat Key, City of Homles Beach, and City of Anna Maria all utilize their Building Official as Floodplain Manager to comply with FEMA's 50% Rule. The FEMA 50% rule, also known as the "substantial improvement" rule, states that if the cost to repair damage to a structure exceeds 50% of its market value, the entire structure must be brought up to current floodplain management standards, essentially meaning it must comply with the same regulations as new construction in that area; this rule is part of the National Flood Insurance Program (NFIP) regulations managed by FEMA. (*FEMA, Substantial Improvement/Substantial Damage Desk Guide*)

The location of specific areas in the County where flooding continues to be an issue, allows planners to identify where mitigation efforts should be concentrated. For many of these areas, mitigation will involve significant property owner investment and will probably be delayed until redevelopment or reconstruction occurs.

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SECTION V

PLAN MAINTENANCE

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Section V

Plan Maintenance

The Manatee County Local Mitigation Strategy serves as a guide for hazard mitigation activities on a county-wide basis. The strategy is intended to be a dynamic document that will be updated regularly. In recognition of this fact, continual review and updating of the contents of the Manatee County LMS is necessary.

A. DEVELOPMENT CHANGES

The LMS Plan is not a self-sufficient or one-time document, so during the latest update, the Working Group reviewed how population growth, changes in demographics, and/or the evolution of land use policies affected the vulnerability of the planning area to the known hazards.

As modeling and mapping capabilities have improved, more information has been gathered to support a vulnerability assessment and potential impacts of climate change and sea level rise. With the latest update the Working Group was able to integrate this information into Section IV of the Plan, as well as Appendices supporting the Plan. The Working Group identified multiple projects in most participating jurisdictions which can address aging infrastructure in these vulnerable areas. County-wide, we continue to pro-actively include mitigation measures in development and redevelopment projects as the mapping efforts highlight these areas. Some of these development changes are outlined below:

Manatee County

Manatee County has experienced an incredible growth rate since 2012. Current 2023 population is estimated to be 441,0952 - rising from 258,211 in 2012 and making Manatee County the 16th largest county in Florida. The Metropolitan Planning Organization's 2035 Long Range Transportation Plan estimates approximately 1,500 dwelling units will be built each year through to 2035. Approximately 20% of the County's population resides in the county seat with most living in unincorporated areas.

In an effort for to maintain a more resilient community in the face of current and future climate stressors, the County has chosen to participate in the Tampa Bay Regional Resiliency Coalition as a partner through a Memorandum of Understanding with other Tampa Bay jurisdictions. (See Appendix K) The Coalition was formed to coordinate climate adaptation and mitigation activities across County lines and to advance local and

regional responses to and preparations for economic and social disruption projected to result from sea-level rise and other effects of climate change. The regional cooperation includes:

- Identifying common vulnerabilities and assessment methodologies; development of a Regional Resiliency Action Plan;
- Developing strategies and actions based on sound science and technical data provided by the Tampa Bay Science Advisory Panel;
- Developing legislative strategies and joint position statements recognizing the vulnerabilities of the Tampa Bay region; and
- Providing for community involvement opportunities for local businesses, organizations, associations and individuals in developing policies and recommendations which will be supported by these organizations in order to ensure successful implementation.

With the guidance of the Tampa Bay Resiliency Steering Committee, which consists of regional elected officials, and the Management & Policy Committee, multiple working groups have been initiated (Resilient Shorelines & Spaces and Geospatial Data) and the CSAP Recommended Projections of Sea Level Rise in the Tampa Bay Region (Tampa Bay Climate Science Advisory Panel, 2019) has been accepted. In November of 2022 the Regional Resiliency Action Plan was developed and is referenced in Appendix K.

The County has amended its comprehensive plan to ensure that new large-scale development does not occur in the rural area. Similarly, the County has taken steps to protect the Lake Manatee and Evers Reservoirs and Peace River watersheds through the establishment of land use overlay districts. The purpose of these overlays is to limit the type and intensity of development within the watersheds.

Over the past 7-12 years, the County recognized that past practices of restricting the County to low-rise and low-density development types is not a recipe for a community that wants to attract better employment opportunities, businesses, and a younger and more educated workforce. The County has already begun to address changes in its land development regulations to provide greater opportunities for growth, to include more locations for greater building heights and density, increasing the variety of land uses in developing areas and allowing the free market to work more in the community. The County recently amended their Land Development Code (LDC) to emphasize or encourage development around center of activities and along the urban corridors – development of well-designed communities containing a variety of uses, renewal and rehabilitation of blighted areas and contiguous urban expansion when warranted rather than sprawl.

City of Anna Maria

Due to the location as a barrier island, growth has been restricted for several years. As such, there are no development changes to report.

City of Bradenton

In recent years the City of Bradenton has seen an increase in redevelopment with an emphasis on affordable housing. These multiple family structures are built outside of the floodplain. However, stormwater management remains an issue due to aging infrastructure. The City is considering allowing the replacement of units in vulnerable areas with the intention of replacing aging structures with new FEMA compliant structures due to the FEMA 50% Rule.

City of Bradenton Beach

Bradenton Beach is over ninety percent built out, so growth has been restricted for several years. Due to our location on a barrier island, population densities have been reduced over the years. Additionally, over the past ten years, the population has transitioned from a permanent or semi-permanent population to short-term vacation rental properties. The City has recently adopted Comprehensive Plan amendments to address sea level rise and will be amending Land Development Regulations to implement the Plan. Due to the 2024 Hurricane Season developmental changes resulting in more FEMA compliant structures are expected arise because of the FEMA 50% Rule.

City of Holmes Beach

Due to the location as a barrier island and with a build-out rate exceeding 90 percent, growth has been restricted for several years. Of residential properties, the City is comprised of approximately 25% resident and 75% investment/vacation properties. In 2022, the City adopted a Disaster Ordinance amending Chapter 18, Sections 18-2 through 18-13 of the City's Code of Ordinances; establishing a recovery organization, authorizing preparation of a recovery plan, and granting emergency powers for staff actions to ensure timely and expeditious post-disaster recovery for the City. In 2023, the City adopted changes to the Flood Plain Ordinance by amending the Florida Building Code residential section R-322 to make more stringent the elevation requirements of new construction to Base Flood Elevation + 3' and addressed breakaway walls as ground floor construction standard. In 2024, the City adopted an Emergency Operations Plan to incorporate and coordinate the facilities and workers of the City and its contractors into an efficient organization capable of responding effectively to an emergency.

Town of Longboat Key

The Town has a permanent population of approximately 7,043 residents, but it is also a popular seasonal destination for visitors and part-time residents from both the United States and abroad. During the winter months, when the climate in Florida is mild, the population on the island can increase to approximately 18,000 to 24,000. However, most of the seasonal residents are only on the island for a few weeks to a few months, at most. The island's permanent population increased steadily in the latter part of the 20th century but slowed beginning in 2000. The Town has also adopted planning constraints on density that, in many locations, encourages a reduction in the number of dwelling units as properties redevelop over time. An ongoing trend toward seasonal residency has also increased, as more properties are utilized as vacation or seasonal residences.

Redevelopment. The Town is currently experiencing a renewed interest in redevelopment in the residential, tourism, and commercial sectors. Projects planned, underway, or recently completed include the following:

The Shore Restaurant: Redevelopment of an existing Bayfront restaurant building on north end of the island (currently under construction);

Whitney's Restaurant: Redevelopment of a former gas station site at the corner of Gulf of Mexico Dr. & Broadway Street into a restaurant and convenience store;

Library, Arts, Cultural, and Education Center: Multi-use library, arts, culture, and education center in the Bay Isles shopping area near Town Hall (agreements are underway with Sarasota County and local doners to facilitate the completion of the design)

Longboat Key Club: 300-room resort with conference space on the south end of the island (currently in the early planning phase);

St Regis: 168-room resort with meeting space and 26 condominium units at the former Colony Beach and Tennis Resort was approved by the Town Commission in early 2018, and is now open; and

Numerous individual single-family homes under construction on scattered lots island-wide, including tear-down of older homes to facilitate construction of new and larger homes.

The Town has numerous on-going activities related to improving resiliency and enforces additional clearance above FEMA flood elevations

City of Palmetto

The City of Palmetto has experienced development growth within the last 5 years. The April 2024 Census estimated the population at 13,948. Development projects that have occurred within the last 5 years have been the Sanctuary Cove Residential Development, Marriott Hotel, Emergency Room facility, Culver's and Arby's Restaurants, and renovations of existing buildings within the City. Public safety and roadway renovations have occurred in the last 5 years as well, such as the new Police Department building, 7th Street extension and roundabout, Connor Park, 23rd Street and Business 41 roundabout, as well as updates to existing parks. The City plans to further develop and enhance the existing parks and the core areas of the City, this includes:

- Multi-Modal Corridor - planned to redevelop an old north-south corridor though the City's urban core and will allow for all types of non-standard transportation such as walking, jogging and biking.
- The Ward 1 Phase III construction project includes roadway, storm drainage, sanitary sewer, water distribution and the reclaim water system.
- Wastewater Treatment Facility expansion study is proposed to increase plant processing & disposal capacity.
- The 10th Avenue Complete Street
- The 10th Street West turn lane

As you can see numerous development and renovation projects have taken place throughout the City in recent years. Such development has occurred in part due to natural disasters such as hurricanes that have affected our area. All developments are required to be built to the current codes and FEMA standards.

Future growth of both residential and commercial development is anticipated within the next 5 years.

B. PROGRESS IN MITIGATION EFFORTS

Reference Appendix G.

C. CHANGES IN PRIORITIES

The initial preparation of the goals and objectives was undertaken by the entire LMS Working Group, comprised of staff from both the County and participating local governments. As a result, a wide range of technical expertise was available to provide input into the development of the LMS goals and objectives. In preparing the LMS goals and objectives, the Working Group drew upon information contained in each jurisdiction's Local Government Comprehensive Plan (adopted pursuant to Chapter 163,

Part II, Florida Statutes), Community Rating System, Flood Plain Management Plans, Repetitive Loss Initiatives, and other relevant documents. By drawing upon the adopted local government comprehensive plans, the LMS effort ensures that the goals and objectives are reflective of the County's and its jurisdictions' long-term vision. In accomplishing its work, the Working Group strove to ensure that the LMS goals and objectives were consistent with, not in conflict with, and/or furthered existing statutory and regulatory requirements. Furthermore, the goals and objectives were structured in a more generalized manner, since to one degree or another, all the jurisdictions in Manatee County are susceptible to the hazardous events described in this LMS. This approach allows for flexibility in the way the participating local governments implement the goals and objectives.

During the last 5-year update cycle, it was decided that a sub-committee would evaluate the goals and objective, bringing recommended revisions back to the Working Group to discuss and ultimately vote upon as a whole. This process, the sub-committee review, recommendations, and discussion process, went through three rounds prior to a final set of goals and objectives finally being voted upon. Those priorities and goals have not changed for this 5-year update.

The Plan's historical evolution, found in the Preface of the Plan, provides a complete account of a summary of changes to the Plan. The summary tables allow users of the Manatee County Local Mitigation Strategy Plan to quickly and accurately determine where changes have been made. Some appendices change frequently since they are a repository of information based on action of the LMS Working Group at property noticed public meetings and therefore, the reader shall reference the appendices to see the most recent information.

D. MONITORING

The Manatee County Emergency Management Division, Planning Coordinator, of the Public Safety Department has the primary responsibility of monitoring and supporting the Plan. This effort shall include technical and clerical support for the benefit of the LMS Working Group. The department will monitor the status of the LMS supported projects throughout the year, and will assess the Plan against the Florida Division of Emergency Management established evaluation criteria to determine if any changes to the Plan are necessary. Should it be determined by the Chair or any member of the LMS Working Group that the Plan requires further evaluation/update, an event has significantly changed or negated parts of the LMS, or a LMS-supported project may be eligible for grant funding, the item(s) will be discussed at either one of the

regularly scheduled quarterly meetings or at a Special Meeting called by the Chair.

E. EVALUATION

The Working Group shall continue to hold quarterly meetings to review the effectiveness of the LMS and update the local government LMS initiatives as necessary. In the event no potential changes have been identified in the aforementioned monitoring period, or there is a lack of business to be discussed, the Working Group will hold at, at minimum, one annual meeting to review and evaluate the Plan against FDEM and Plan established evaluation criteria. The Manatee County Public Safety Department Emergency Management Division, Planning Coordinator, shall be responsible for scheduling and noticing all meeting, and such notices shall be issued a minimum of 15 days in advance of the meeting date.

The participating local governments/agencies shall present new initiative projects they have identified at the quarterly meetings. These initiatives shall be evaluated, prioritized, and incorporated into the LMS at these meetings. Those mitigation initiatives which have been completed will be identified and moved to the COMPLETED list of the Project Initiatives List. Initiatives which have not been completed shall be re-evaluated for further consideration. The Mitigation Initiatives Evaluation Scoring Sheet shall be used to evaluate each new initiative. In addition, following a disaster event, the lessons learned or applicable comments from any post-event interagency hazard mitigation reports shall be incorporated into the LMS.

An annual review will take place during the third quarter of each calendar year and no later than the start of the fourth quarter of each calendar year to complete the review process prior to the conclusion of the fourth quarter of each year. The evaluation criteria shall include, but is not limited to:

1. Are there any new changing laws, regulations, or policies that require changes to the LMS?
2. Have there been any mandates from Federal, State, or Local agencies that require changes to the LMS?
3. Do the goals and objectives of the LMS address current and expected conditions for Manatee County?
4. Has the nature, magnitude, or type of risks changed for the County?
5. Are current resources appropriate for implementing the Plan?
6. Are there implementation challenges, such as technical, political, legal, financial, or coordination issues with other agencies?
7. Have the outcomes occurred as expected?
8. Are the jurisdictions and other partners participating as originally planned?

9. Are there recommendations or lessons-learned from any incident or event during the review period?

F. UPDATING THE PLAN

Commencing in January 2005 and every January thereafter, the Manatee County Public Safety Department Emergency Management Division, Planning Coordinator, shall publish a report which evaluates the effectiveness of the LMS to date in meeting the hazard/disaster mitigation needs of the County. The report will also include the distribution of revised/updated mitigation initiatives and other sections of the LMS as needed to include a review of its membership.

Every five years, the Plan shall undergo a 5-year cycle update. The review of the LMS shall commence eighteen (18) months prior to the expiration date of the Plan adopted by the Manatee County Board of County Commissioners. The Working Group shall appoint a sub-committee(s) to conduct a review of the overall Manatee County LMS, assessing its effectiveness of the current LMS and identifying those revisions necessary to meet the disaster/hazard mitigation needs of the County. The sub-committee(s) shall report to the full Working Group at its next scheduled quarterly meeting. The report shall also be provided to the elected officials of all participating local governments for review and comment.

During the following two quarters, the sub-committee(s) and any Working Group Members shall meet to review, endorse, and/or revise the report. During this process, the Working Group shall also take into consideration the comments of participating local governments and other interested agencies/parties.

The LMS Working Group shall vote prior to transmitting the draft report to the State of Florida Division of Emergency Management, State Hazard Mitigation Officer. Upon receipt of comments for the State and subsequent revisions, the document shall be submitted to the Manatee County Board of County Commissioners. The Board shall vote to accept the Report and after review and discussion, vote to adopt those revisions recommended by the Working Group for inclusion in the Manatee County LMS.

In addition to the 5-Year Update, the LMS may be submitted to the Manatee County Board of County Commissioners and participating City/Town Councils/Commissions for amendment following a major disaster/hazard event which results in a substantial revision to the Manatee County LMS.

The responsibility of identifying the appropriate methods or actions of incorporating the mitigation strategy into existing planning mechanisms

rest with each jurisdiction's LMS Work Group representative. The process of incorporating the Local Mitigation Strategy into existing planning mechanisms begins with an audit by each jurisdiction of their plans to determine which mechanism is due for a required review or which mechanism was determined by their respective Administration for review in the upcoming year. State of Florida Statutes and Administrative Law require specific procedures in order to enact change in many of these planning mechanisms, but each jurisdiction has their own unique way of implementing these requirements. Ultimately, it is the responsibility of each jurisdiction to implement the respective changes to their planning mechanisms, and it is the responsibility of the LMS Work Group to support and assist when possible, other members of the LMS Work Group in implementing these changes.

One of the key advantages of the Manatee County LMS Working Group is that it is made up of a diverse group of job specialties ranging from professional planners, engineers, public works professionals, emergency management professionals and educators that operate on a daily basis in a diverse group of business environments. Membership also includes the County's Floodplain Managers who is responsible for the Community Rating System. The LMS Work Group has demonstrated the incorporation of the mitigation strategy into other planning mechanisms by combining the Local Mitigation Strategy Plan with each jurisdiction's Floodplain Management Plan in this document. In previous years, these planning tools were separate documents with each requiring their own jurisdictional board resolution. While this is an initial step, it has avoided the duplication of effort, duplication within the documents, and the requirement of two distinct board resolutions. The LMS Work Group and the Regional Floodplain Management Planning and Coordination Committee will continue to identify areas of common interest and requirements that can be documented in the LMS Plan to avoid further duplication and present a more refined document in the future.

Another keen aspect of the diversity within the LMS Work Group membership is all the County and municipality representatives are involved in the updating and maintenance of each jurisdiction's Comprehensive Plan. Florida Statute requires each jurisdiction to submit an Evaluation and Appraisal Report (EAR) that has been approved by their respective Board to the Florida Department of Community Affairs for approval. Reference Section I for a for a list of the respective EAR due dates.

G. COMMUNITY INVOLVEMENT

The Manatee County Local Mitigation Strategy Work Group is dedicated to public involvement in the hazard mitigation planning and review process

and continues to seek opportunities to increase the public's participation. As part of the goals and objectives of the LMS, the Work Group has established standards that will continue, including advertising all quarterly and special meetings, updating and maintaining a comprehensive mitigation video, and forming partnerships with other related entities to keep the public informed and, hopefully, create greater involvement. At a minimum, public outreach plans and opportunities will be discussed at one of the quarterly meetings. In addition, the Manatee County web site will be available with the most up-to-date documentation and points of contact for the public. The partnership forged by the LMS Work Group and the Regional Floodplain Management Planning and Coordination Committee will offer an increased opportunity for success in generating public involvement during activities such as the adoption process of the new Flood Insurance Rate Maps. This partnership has also created a joint public outreach committee whose mission is to integrate the mitigation and Community Rating System outreach activities into one, to reduce expenditures and reach a greater number of community residents.

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SECTION VI

FORMAL ADOPTION

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Section VI

Formal Adoption

The final step in the planning process will be the adoption of the plan by legislative bodies of Manatee County and its municipalities. This section includes draft proposal acceptance of the LMS plan by the LMS Working Group, which includes representatives from each jurisdiction, and the Manatee County Board of Commissioners for submittal of the draft plan to the State of Florida Division of Emergency Management (FDEM) on or before May 1, 2025. All jurisdictions within will have the LMS adopted by December 1, 2025.

A. ADOPTION RESOLUTION

Manatee County:

The Resolution, by which the Manatee County Board of County Commissioners formally adopts the updated Manatee County Local Mitigation Strategy will be incorporated into this section following approval of the revised document by the Florida Division of Emergency Management and Federal Emergency Management Agency. In fulfillment of the requirements of 44 CFR 201.6(b)(1), Pursuant to Florida Statutes, the Resolution will be duly advertised and adopted during an advertised public meeting.

Participating Jurisdictions:

Resolutions from the six participating Manatee County governments formally adopting the updated Manatee County Local Mitigation Strategy will be incorporated into this section following approval of the revised document by the Florida Division of Emergency Management and Federal Emergency Management Agency. In fulfillment of the requirements of 44 CFR 201.6(b)(1), each participating jurisdiction provided a description of the procedures to be followed in the adoption of their respective LMS resolutions. Pursuant to Florida Statutes the resolutions will be duly advertised and adopted during an advertised public meeting.

B. CERTIFIED MEETING MINUTES

Certified meeting minutes from Manatee County, as well as the six participating local governments, formally adopting the updated Manatee County Local Mitigation Strategy will be incorporated into this section following approval of the revised document by the Florida Division of Emergency Management and Federal Emergency Management Agency.

NOTE

The Town of Longboat Key is located within both Manatee County and Sarasota County. As a result, the Town has participated in the development of both the Manatee County and Sarasota County LMS. This spilt participation is reflected in the fact that the repetitive loss properties and critical facilities listed within this LMS are located within the Manatee County portion of the Town. The listed initiatives are located either within the Manatee County portion of the community or have Town-wide application.

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APPENDIX A

2025 LMS WORKING GROUP MEMBERSHIP

The following pages contain the list of names of the members of the Manatee County Local Mitigation Strategy Working Group. The list contains their names, jurisdiction or organization, title, and contact information. This list is current as of January 14, 2025.

LOCAL MITIGATION STRATEGY
2025 WORKGROUP MEMBERS

NAME	AGENCY	Title	Position	EMAIL	PHONE	ADDRESS
Center, Eric	**Cedar Hammock Fire Rescue**	Fire Marshal	Prime	ecenter@chfr.org	941-727-2076	5200 26th St. W. Bradenton, FL 34207
McCarty, Nancy	**Centerstone of Florida. Inc.**	Community Dev Officer	Prime	Nancy.mccarty@centerstoneflorida.org	941-782-4150	2020 26th Avenue East Bradenton, FL 34208
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Jones, Dean	**City of Anna Maria**	General Manager	Prime	generalmanager@cityofannamaria.com	941-392-1210	P. O. Box 779 Anna Maria, FL 34216
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Fige, Patti	Town of Longboat Key	CFM	Alt	pfige@longboatkey.org	941-316-1966	501 Bay Isles Road Longboat Key, FL 34228
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	Manatee Black Chamber of Commerce	President	Prime	cliatttt@gmail.com	941-518-2746	P.O. Box 981 Oneco, FL 34264

****Red indicates Lead Representative**

APPENDIX B

HISTORICAL HAZARD EVENTS

To prepare an update to the mitigation strategy, it is still important to look at the history of hazards which have affected a community. The primary cause for concern in Manatee County continues to be weather events, wildfire, hazardous materials incidents, and coastal oil spills. Of these, tropical storms, hurricanes, tornados, drought, wind lightning and repetitive flooding have been the major concern.

Manatee County has experienced substantial flooding not only as a result of tropical storms and hurricanes, but as a result of "normal" summer and winter storms. Evacuation of some coastal areas has been necessary as a result of such storms. The table below captures the hazard events for the most recent 5 years.

HAZARD EVENTS 2020 THROUGH 2024

51 events were reported between 01/01/2020 and 12/31/2024 (1827 days)

Summary Info:

Number of County/Zone areas affected:	3
Number of Days with Event:	33
Number of Days with Event and Death:	2
Number of Days with Event and Death or Injury:	3
Number of Days with Event and Property Damage:	18
Number of Days with Event and Crop Damage:	1
Number of Event Types reported:	10

Column Definitions:

'Mag': Magnitude, 'Dth': Deaths, 'Inj': Injuries, 'PrD': Property Damage, 'CrD': Crop Damage

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								5	1	1.012B	8.00K
ANNA MARIA	MANATEE CO.	FL	02/06/2020	23:04	EST-5	Thunderstorm Wind	54 kts. EG	0	0	0.00K	0.00K
OAK KNOLL	MANATEE CO.	FL	06/06/2020	11:40	EST-5	Flood		0	0	0.00K	0.00K
CORTEZ	MANATEE CO.	FL	07/16/2020	17:05	EST-5	Tornado	EF0	0	0	0.00K	8.00K
CORTEZ	MANATEE CO.	FL	08/09/2020	17:15	EST-5	Tornado	EF0	0	0	20.00K	0.00K
CORTEZ	MANATEE CO.	FL	08/09/2020	17:15	EST-5	Thunderstorm Wind	58 kts. EG	0	0	0.00K	0.00K
LAKEWOOD RANCH	MANATEE CO.	FL	08/11/2020	13:25	EST-5	Thunderstorm Wind	43 kts. EG	0	0	3.00K	0.00K
BRADENTON	MANATEE CO.	FL	09/10/2020	15:34	EST-5	Flood		0	0	0.00K	0.00K
WEST SAMOSET	MANATEE CO.	FL	09/10/2020	15:37	EST-5	Flood		0	0	0.00K	0.00K
MATOAKA	MANATEE CO.	FL	09/10/2020	17:48	EST-5	Flood		0	0	0.00K	0.00K
VERNA	MANATEE CO.	FL	11/11/2020	12:18	EST-5	Tornado	EF0	0	0	0.00K	0.00K
INLAND MANATEE (ZONE)	INLAND MANATEE (ZONE)	FL	11/11/2020	16:39	EST-5	Tropical Storm		0	0	0.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	11/11/2020	16:39	EST-5	Tropical Storm		0	0	10.300M	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	11/11/2020	18:00	EST-5	Storm Surge/tide		0	0	0.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	11/11/2020	21:00	EST-5	Storm Surge/tide		0	0	500.00K	0.00K
BAYSHORE GARDENS	MANATEE CO.	FL	04/10/2021	16:45	EST-5	Tornado	EF1	0	1	1.000M	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	07/06/2021	21:46	EST-5	Tropical Storm		0	0	0.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	07/06/2021	22:00	EST-5	Tropical Storm		0	0	5.00K	0.00K
MYAKKA CITY	MANATEE CO.	FL	07/07/2021	05:55	EST-5	Flood		0	0	5.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	07/07/2021	08:30	EST-5	Storm Surge/tide		0	0	0.00K	0.00K
GILLETT	MANATEE CO.	FL	07/11/2021	15:37	EST-5	Thunderstorm Wind	50 kts. EG	0	0	5.00K	0.00K
GILLETT	MANATEE CO.	FL	08/12/2021	16:59	EST-5	Thunderstorm Wind	52 kts. EG	0	0	20.00K	0.00K
ELLENTON	MANATEE CO.	FL	08/12/2021	17:01	EST-5	Thunderstorm Wind	43 kts. EG	0	0	10.00K	0.00K
LAKEWOOD RANCH	MANATEE CO.	FL	09/07/2021	13:44	EST-5	Lightning		1	0	0.00K	0.00K
PARMALEE	MANATEE CO.	FL	10/28/2021	13:16	EST-5	Tornado	EFU	0	0	0.00K	0.00K
BAYSHORE GARDENS	MANATEE CO.	FL	12/21/2021	08:12	EST-5	Thunderstorm Wind	43 kts. EG	0	0	5.00K	0.00K
MATOAKA	MANATEE CO.	FL	05/31/2022	17:55	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
ROSEDALE	MANATEE CO.	FL	05/31/2022	17:59	EST-5	Funnel Cloud		0	0	0.00K	0.00K

BRADENTON SOUTH	MANATEE CO.	FL	05/31/2022	18:51	EST-5	Thunderstorm Wind	52 kts. EG	0	0	50.00K	0.00K
PARRISH	MANATEE CO.	FL	06/15/2022	17:30	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
BRADENTON SOUTH	MANATEE CO.	FL	06/26/2022	16:28	EST-5	Flood		0	0	0.00K	0.00K
BRADENTON SOUTH	MANATEE CO.	FL	06/26/2022	18:00	EST-5	Flood		0	0	0.00K	0.00K
GILLETT	MANATEE CO.	FL	08/21/2022	16:35	EST-5	Thunderstorm Wind	48 kts. EG	0	0	100.00K	0.00K
PARRISH	MANATEE CO.	FL	08/29/2022	17:15	EST-5	Lightning		0	0	25.00K	0.00K
EL RANCHO VLG	MANATEE CO.	FL	09/02/2022	13:17	EST-5	Thunderstorm Wind	52 kts. EG	0	0	200.00K	0.00K
BALENTINE MANOR	MANATEE CO.	FL	09/17/2022	20:00	EST-5	Flood		0	0	50.00K	0.00K
INLAND MANATEE (ZONE)	INLAND MANATEE (ZONE)	FL	09/28/2022	15:35	EST-5	Tropical Storm		0	0	0.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	09/28/2022	15:35	EST-5	Hurricane		4	0	1.000B	0.00K
LAKEWOOD RANCH	MANATEE CO.	FL	10/15/2022	17:36	EST-5	Hail	1.00 in.	0	0	0.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	11/10/2022	08:00	EST-5	Tropical Storm		0	0	0.00K	0.00K
INLAND MANATEE (ZONE)	INLAND MANATEE (ZONE)	FL	11/10/2022	08:00	EST-5	Tropical Storm		0	0	0.00K	0.00K
INLAND MANATEE (ZONE)	INLAND MANATEE (ZONE)	FL	08/30/2023	01:30	EST-5	Tropical Storm		0	0	0.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	08/30/2023	01:30	EST-5	Tropical Storm		0	0	0.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	12/17/2023	00:30	EST-5	Coastal Flood		0	0	0.00K	0.00K
PARRISH	MANATEE CO.	FL	06/23/2024	14:19	EST-5	Funnel Cloud		0	0	0.00K	0.00K
GILLETT	MANATEE CO.	FL	07/25/2024	16:30	EST-5	Lightning		0	0	35.00K	0.00K
BAYSHORE GARDENS	MANATEE CO.	FL	07/30/2024	15:55	EST-5	Thunderstorm Wind	43 kts. EG	0	0	25.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	08/04/2024	07:00	EST-5	Tropical Storm		0	0	0.00K	0.00K
INLAND MANATEE (ZONE)	INLAND MANATEE (ZONE)	FL	08/04/2024	07:00	EST-5	Tropical Storm		0	0	0.00K	0.00K
HOLMES BEACH	MANATEE CO.	FL	08/22/2024	08:19	EST-5	Lightning		0	0	100.00K	0.00K
COASTAL MANATEE (ZONE)	COASTAL MANATEE (ZONE)	FL	09/26/2024	09:00	EST-5	Tropical Storm		0	0	0.00K	0.00K
INLAND MANATEE (ZONE)	INLAND MANATEE (ZONE)	FL	09/26/2024	09:00	EST-5	Tropical Storm		0	0	0.00K	0.00K
Totals:								5	1	1.012B	8.00K

Additionally, the table below provides a list of known historical hazard events that occurred in Manatee County since 1921. This list will be updated as needed on an annual basis.

HISTORICALLY - MAJOR EVENTS IN MANATEE COUNTY

Year	Month	Day	Hazard	Damage
2024	October	9	Hurricane	Hurricane Milton made direct landfall on Siesta Key at 8:30pm as a major hurricane. The effects to the county's infrastructure are still undetermined.
2024	September	27	Hurricane	Hurricane Helene made its way up the west coast of Florida, 100 miles off shore, and brought historical flooding and sand displacement to coastline & river properties. The beaches will be under construction for the years to come to recover from Helene.
2024	August		Hurricane	Hurricane Debby made landfall near Steinhatchee, Florida, bringing unprecedented rainfall to Manatee County. Over a 24-hour period, the storm dumped record-breaking amounts of rain, over 18inches, leading to widespread flooding and dangerous conditions across the county. The heavy rainfall resulted in river and flash flooding, prompting the closure of numerous roadways and requiring water rescues from stranded vehicles and homes in area neighborhoods. The county experienced significant damage, with early estimates indicating costs surpassing $13 million.
2024	May-June	30-11	Drought	Manatee County experienced significant drought conditions, with rainfall in May totaling less than an inch—well below the normal range of 2.21 to 5.16 inches. This prolonged dry spell led to increased wildfire risks, prompting the county to implement a burn ban starting June 3, which was subsequently extended through June 17. The ban prohibited all outdoor burning, including the use of fireworks and sparklers, to mitigate fire hazards. Despite the onset of Florida's rainy season on June 1, initial rainfall was insufficient to alleviate the drought,

				necessitating continued fire safety measures.
2024	January	9	Winter Storm	A potent winter storm system impacted Manatee County, Florida, bringing severe weather conditions. The county experienced strong winds, with gusts reaching up to 50 miles per hour, and heavy rainfall, leading to concerns over coastal flooding. In response to the rapidly intensifying storm and an active tornado watch, Manatee County officials declared a local state of emergency and closed all county services and programming for the day. Residents were advised to exercise caution due to the hazardous conditions.
2023	December	17	Flood Event	Manatee County, Florida, experienced significant flooding due to a potent storm system that brought heavy rainfall and elevated tides. The National Weather Service reported that storm surge levels at Port Manatee exceeded three feet, leading to road closures and the temporary shutdown of several county parks. Anna Maria Island was particularly affected, with numerous roads and some homes inundated by floodwaters.
2023	August	30	Hurricane	Hurricane Idalia made landfall in Florida's Big Bend region as a Category 3 storm with sustained winds of 125 mph. Although the eye of Idalia was approximately 100 miles west of Manatee County, the area still experienced significant effects. The Manatee River overflowed along the Riverwalk in Bradenton, leading to localized flooding. The Sunshine Skyway Bridge was closed due to sustained winds between 50 to 60 mph. Rainfall in the county ranged from 3 to 4.5 inches, with wind gusts reaching up to 67 mph. Evacuation orders were

				lifted, and access to barrier islands was restored by the afternoon of August 30
2023	February	28	Train De-rail	On February 28, 2023, a train derailed in an industrial area east of the Sarasota-Bradenton International Airport in Manatee County, Florida. The incident involved two propane tankers and five rail cars; one propane tanker overturned, while the other remained upright. Fortunately, no leaks or injuries were reported. Emergency crews, including fire and hazmat teams, responded promptly to monitor the situation and ensure safety. The cleanup process required careful handling, as the propane had to be safely removed from the overturned tanker before the cars could be righted and the tracks cleared.
2022	November – Dec		Red Tide	Elevated concentrations of *Karenia brevis* were detected in local waters, leading to health alerts for areas such as Bayfront Park and Coquina Beach South. Residents and visitors reported respiratory irritations, and there were notable fish kills in the region. The Florida Department of Health in Manatee County issued advisories, urging the public to avoid affected areas, refrain from consuming distressed or dead fish, and exercise caution due to potential respiratory issues.
2022	November	8	Hurricane	As Hurricane Nicole approached Florida, Manatee County declared a state of emergency in anticipation of potential impacts. The county opened Freedom Elementary School as a "Safe Haven" shelter for residents concerned about their homes' structural integrity, especially those in mobile or manufactured homes. Although Nicole made landfall on Florida's east coast as a Category 1 hurricane, by the time it

				reached the Sarasota-Manatee area, it had weakened to tropical storm strength, resulting in minimal impacts locally. Residents experienced some gusty winds and rainfall, but no significant damage was reported in Manatee County.
2022	October	3	Hurricane	Hurricane Ian made landfall in Florida as a powerful Category 4 storm, bringing significant impacts to Manatee County. The county experienced heavy rainfall and hurricane-force winds, leading to widespread damage. Numerous trees were uprooted, and structural damage was reported across the region. In the aftermath, residents began the process of cleaning up and assessing the damage caused by the storm.
2022	April	10	Fire	On April 10, 2022, a significant fire broke out at Port Manatee in Manatee County, Florida, causing substantial damage to the port's facilities and infrastructure. The blaze led to the temporary closure of certain port operations, affecting cargo handling and shipping schedules. Emergency response teams were deployed to contain the fire and assess the extent of the damage. Following the incident, port authorities initiated investigations to determine the cause and implemented measures to prevent future occurrences, ensuring the safety and security of port activities.
2021	June	5	Hurricane	Hurricane Elsa approached Florida's west coast, impacting Manatee County on July 6–7. The storm brought heavy rainfall, with some areas receiving up to 10 inches, leading to localized flooding. Wind gusts reached up to 54 mph at Sarasota-Bradenton International Airport, causing minor damage and power outages. Despite the challenges, the county's preparedness efforts helped mitigate more severe impacts.

2021	July-August		Red Tide	Elevated concentrations of *Karenia brevis* were detected in local waters, leading to health alerts for areas such as Bayfront Park and Coquina Beach South. Residents and visitors reported respiratory irritations, and there were notable fish kills in the region. The Florida Department of Health in Manatee County issued advisories, urging the public to avoid affected areas, refrain from consuming distressed or dead fish, and exercise caution due to potential respiratory issues.
2021	March - April	1	HAZMAT	In March 2021, a leak was discovered in a containment wall of a wastewater reservoir at the former Piney Point phosphate plant in Manatee County, Florida. To prevent a catastrophic collapse, officials authorized the controlled release of over 200 million gallons of nutrient-rich wastewater into Tampa Bay. This discharge raised environmental concerns due to elevated levels of nitrogen and phosphorus, which can exacerbate harmful algal blooms and negatively impact marine ecosystems. In response, Governor Ron DeSantis declared a state of emergency, and local authorities issued evacuation orders for nearby residents as a precautionary measure. Efforts to manage and remediate the site have been ongoing, with plans to permanently close the facility and address the environmental impacts.
2020	September	16	Hurricane	Hurricane Sally formed in the Gulf of Mexico and made landfall near Gulf Shores, Alabama, on September 16 as a Category 2 hurricane. While the most severe impacts were concentrated in Alabama and the Florida Panhandle, Manatee County, experienced rainfall and gusty winds, leading to minor flooding in low-lying areas and temporary power outages. The county's

				emergency management services monitored the situation closely, but no significant damage or long-term disruptions were reported in Manatee County due to Hurricane Sally.
2020	March – March 21		Pandemic	In March 2020, Manatee County, Florida, reported its first confirmed COVID-19 cases, marking the local onset of the pandemic. In response, the Board of County Commissioners declared a state of local emergency on March 16, enabling the county to implement protective measures swiftly. By the end of March, the county had enacted a temporary curfew to limit non-essential travel during nighttime hours, aiming to curb the virus's spread. These early actions were part of broader efforts to manage the emerging public health crisis within the community.
2019	August/September	27-1	Hurricane	Hurricane Dorian threated possible hurricane/tropical storm force winds in Manatee County. Dorian stalled and changed path. No direct impact other than hourly pay.
2019	August	12-19	Flood	Days of heavy rain brought upwards of 10 inches in 7 days to portions of the county. Storm drains filled. One home flooded.
2018	May	25-27	Tropical Storm	Sub-Tropical Storm Alberto weakened before skirting west Florida. Wind gusts reported 35-40 mph with high surf and rip tide warnings.
2018	August-September	1/10	Red Tide	Red Tide along shores of Manatee County. 267.70 tons of debris from beaches into dumpsters transferred to the county landfill. Unknown total loss to economy
2018	October	7-11	Hurricane	Hurricane Michael skirted West Florida bringing wind gusts below 40 mph with high surf and rip tide warnings.
2017	January	23	Severe Weather	Weather gave minor damage to 3 mobile homes from wind.

2017	April-May		Drought	County Commission declared a State of Local Emergency and implemented a "Burn Ban" in fear of wildfires due to drought conditions. Water restrictions in place.
2017	May	18	Fire	Callighan Tire Fire.
2017	July	31	Tropical Storm	Tropical Storm Emily. "pop-up" storm formed and made landfall with 45 mph winds on Anna Maria Island. Local heavy rain causing flooding and a weak tornado did minor damage.
2017	August	26-27	Severe Weather/Flood	Severe weather caused flooding after 23.28 inches fell in the county within 24 hours. 130 building impacted. Small tornado struck Public Works compound on 26th Ave E on Aug. 26. About $1,000,000 in damage to canals and stormwater pipes.
2017	September	1-2	Flood	Flooding in and around 4th St E and Burgundy Condo Area
2017	September	10-11	Hurricane	Hurricane Irma. Cat 4 @ Florida landfall which dissipated into a 2 or 1 by the time the eye wall was near Myakka City. Largest shelter population and sandbags filled. First time in history Manatee Memorial Hospital was evacuated. First time all shelters were open. 337 structures damaged or destroyed. Debris cleanup cost $13.2 million. Residents without power at 85% and longest time at 10 days past storm. 1 direct casualty from storm in the county.
2016	January	17	Tornado	Tornado touchdown Albritton Rd and 66th St NW in Myakka/Duette. 7 Patients total with one DOA. Damage estimated $173,876.00.
2016	June	5	Tropical Storm	Tropical Storm Colin. 1-3" of rain and winds up to 50+ MPH. Private Property damage at $303,344. County property damage at about $300,000. City of Bradenton damage at about $200,000.
2016	July		Public Health Crisis	Zika Virus first case found in Manatee County. Case was identified as travel-related.

2016	September	1	Hurricane	Hurricane Hermine. Gusts up to 57 MPH and average 8 inches of rain with flooding to many roads due to already wet conditions. 140 homes affected with public assistance at $3.2 million.
2016	October	6-7	Hurricane	Hurricane Matthew. Hurricane skirted the east coast. No direct damage. Cost of manpower to county.
2015	February	5	Wind	During heavy rain storm, a straight- line downburst was recorded at 55 to 65 mph caused damage at Mixon Fruit Farms in Bradenton, estimated at $50,000.
2014	March	25	Severe Weather	Winds reaching 52 mph caused roof damage to a business in Palmetto, which allowed rain to enter the building. Damage estimated at $40,000.
2014	May	25	Hail	Nickel sized hail in Elwood Park.
2014	June	27	Severe Weather	Storm produced winds up to 46 mph in Ellenton which caused minor damage estimated at $10,000 when tree fell on a home.
2014	August	31	Severe Weather	Winds recorded at 62 mph at Sarasota/Bradenton Airport.
2013	June	6	Tropical Storm	Tropical Storm Andrea. Loss of sea turtle nest, shorebird nests, some beach erosion. No damage reported to property in the island communities. Minimal damage due to tornado (EF0) spawned by storm in Myakka. Damage estimates at $36,000.
2013	July	9	Tornado	An outflow boundary collision produced a thin line of thunderstorms with a weak circulation. The storm generated an EF0 tornado which damage 7 mobile home, three of which were moderate to heavy damage in a mobile home park in Palmetto. Damage estimated at $20,000.
2013	July	17	Severe Weather	Storm producing winds at 52 mph caused $10,000 in damages at El Rancho Village mobile home park.
2012	June	8	Hail	Hail 1.25 inch in size reported in West Samoset. No damage reported.

2012	June	24	Tropical Storm	Tropical Storm Debby. Water reached retention walls of several condos on Anna Maria Island with significant damage to the south side of the island where half the sand dunes were lost. Gusts 39 to 50 mph at airport, with up to 5" of rain across the county. 278 homes and businesses damaged due to wind and flooding, estimated at $130,000. Damage to public beaches totaled $5.9 million with $300,000 damage to public buildings. Bradenton Beach had damage to the floating dock, a seawall, dinghy dock and to the City Pier. Estimate to repair came to $1,050,000. Five vessels in the mooring area were sunk, with removal costs at $18,000.
2011	January	17	Severe Weather	Storms producing winds up to 67 mph, causing $5,000 in damage in Palma Sola with lightning causing $10,000 damage on Anna Maria Sound. Parrish experienced 1" hail.
2011	January	25	Tornado	EF0 seen in rural area near SR 64 and Windgate Road. No damage reported.
2011	March	2	Wildfire	A wildfire ignited from an unattended campfire burned 19 acres in a wooded area surrounded by 8 homes in the Verna Bethany area.
2011	March	31	Severe Weather	Winds produced by storm up to 60 mph. $5,000 in damage in Palma Sola.
2011	June	12	Severe Weather	Winds estimated at 45 mph caused $5,000 in damage to stable in Myakka City.
2010	January		Freeze	Estimated $1 million in damages to palm trees at Turner Tree & Landscape included in the total damage to agriculture of $6.9 million after record 14 night below 40 degrees.
2010	February	12	Severe Weather	Winds up to 45 mph caused roof damage in East Bradenton. Tree limbs downed power lines. Estimated damage $10,000.
2010	February	26	Freeze	Temperatures as low as 27 degrees caused $900,000 in crop damage in East Manatee county.

2010	April	26	Severe Weather	Winds up to 60 mph. Caused $5,000 in damages to 15 mobile homes in Trailer Estates. Minor roof damage to house in Bayshore Gardens.
2010	December		Freeze	Sub-freezing temperatures for 2 to 5 hours, the lowest 23 degrees in Duette causing $4.32 million in crop damage.
2009	April	14	Lightning	Lightning struck the roof of a house causing $200,000 damage due to fire in Palma Sola.
2009	May	20	Hail	Quarter size hail reported in downtown Bradenton and penny size hail reported in West Bradenton. No damage estimates reported.
2009	May	24	Lightning	4 people injured standing under a tree when it was struck by lightning. Two people were transported to the hospital.
2009	May	25	Lightning	Farm worker injured when struck in back by lighting. First and second degree burns.
2009	July	1	Lightning	Caused $750,000 in damage to house in Lakewood Ranch due to fire consuming most of the house and contents.
2009	August	21	Lightning	Caused $20,000 in damage to a house in Ballentine Manor.
2009	September	11	Rainfall Event	4.45 inches of rain measured over 24 hours east of Ellenton. Minor road flooding.
2009	September	12	Rainfall Event	6.20 inches of rain measured at Lake Manatee and 5.0 inches in Palma Sola. Widespread rain of 4 to 8 inches across county resulted in road closures on SR 70, 62, 39 and CR 675. In Duette there was $100,000 in damages.
2009	September		Flood	Damage to homes north end of Anna Maria Island.
2008	July	23	Severe Weather	Thunderstorm with wind gusts up to 60 mph caused significant damage to a roof in Myakka City, causing 7.5 inches of rain in the home, rendering it uninhabitable. Golf ball sized hail was seen in the area. Damage was estimated at $165,000.

2008	September		Hurricane	Hurricane Ike. Minor flooding of Holmes Beach roads, beach erosion.
2008	December	2	Severe Weather	A cold front moved through area with a weak squall line just ahead of the front, producing wind gusts from 40 to 50 mph. Damage to sheds, lanais, and aluminums on carports in a mobile home park in Bradenton Beach. Damage estimated at $15,000.
2007	June	2	Tropical Storm	Tropical Storm Barry. Minor beach erosion.
2007	June	8	Hail	Gusty winds and golf ball size hail hit a male in the head and left a cut above his right eye in Holmes Beach.
2007	July	16	Lightning	Lightning struck the ground near a boy injuring him
2007	July	21	Lightning	Lightning struck a tropical furniture factory in Bradenton causing a fire with $1.5 million in damages to the building and contents
2006	June		Tropical Storm	Tropical Storm Alberto. Minor flooding and trees damaged
2006	July	13	Lightning	Lightning also struck a 16 year old male as he was doing yard work for his family lawn care business. The bolt struck a nearby tree and the boy at the same time and a branch from the tree fell and struck the boy who was transported to a nearby hospital
2006	July	27	Lightning	Lightning sparked a house fire in Panther Ridge subdivision causing $300,000 in damage.
2006	July	29	Lightning	Lightning caused a fire in the attic of a home in Northwest Bradenton causing $250,000 in damage.
2006	August	15	Lightning	Lightning sparked a fire that destroyed a 12 unit apartment complex on Manatee Avenue West. Estimated damage at $1.2 million.
2005	March	23	Wind	A low formed behind a line of thunderstorms produced winds with gust of 50 mph. A condominium in Anna Maria City had the tar roof blown off and damaged two stalls of a parking garage. Estimated damage at $40,000.

2005	July	10	Hurricane	Hurricane Dennis. Beach erosion, $1.75 million estimated to replace 250,000 cubic yards on Anna Maria Island to Manatee County Beach. It was reported that Mobile home roofs blown off in Fairlane Acres. An F1 tornado damage to several homes in Greyhawk Landings and Hidden Oaks subdivisions in east of I-75 in Manatee County.
2005	October	23	Hurricane	Hurricane Wilma. Peak winds at 48 mph. 143 insurance claims totaling $175,000.
2004	June	13	Severe Weather	Wind with gusts up to 58 mph destroyed a lanai and shingles were blow off a roof in Bradenton. Damage estimated at $12,000.
2004	July	3	Lightning	Lightning struck near a gate house at entrance of Lakewood Ranch Golf and Country Club. The lightning burned down the tree and gathered in a flaming globe around the electrical boxes at the base of the tree. The television and computer inside the gate house were destroyed. Nearby trees and sod died within days. Property damage estimated at $3,000 and crop damage at $40,000. Lightning also struck a house on Westminster Court in University Park starting a fire near the chimney causing $50,000 in damage.
2004	July	7	Lightning	A man was struck and killed by lightning in Ellenton.
2004	July	11	Lightning	Lightning ignited a propane tank that burned down a home. Damage estimated at $130,000.
2004	August	13	Hurricane	Hurricane Charley. One (1) home destroyed with minor damage to six (6) others. Maximum gust of 100 mph in the southeast tip of Manatee County. Downed trees and power lines. No documentation to cost.

2004	September	5	Hurricane	Hurricane Frances. 4-6 inches rain, winds reported at 40 mph, tide 2 to 3 feet above normal. Minor beach erosion in Anna Maria. Flooded streets in the City of Bradenton, the barrier islands and low lying areas of Manatee County. Damage to 16 single family home, 20 mobile homes, one multifamily and one commercial building. Damage estimated at $1.1 million. The roof of the Bradenton Beach Fishing Pier Restaurant was torn off and four mobile homes lost their roofs as well.
2004	September	15	Hurricane	Hurricane Ivan. Road flooding on Anna Maria Island, waves 3 to 5 feet above tide 2 feet higher than normal. Minor erosion. No damage estimate.
2004	September	26	Hurricane	Hurricane Jeanne. Estimated $13.7 million of damage to single family homes. Eight (8) single family homes were destroyed. Sixty-three single family homes had major damage and two hundred seventeen had minor damage. Businesses sustained and estimated $4.03 million of damage with seven (7) businesses had major damage and twenty-three had minor damage.
2004	December	26	Wind	A rapidly deepening low pressure center produced sustained winds of 25 to 35 mph, with a maximum gust of 65 mph near the coast around Bradenton. A roof was blown of a shed, minor roof damage on two mobile homes and numerous power lines downed leaving 1,200 customers without power. A luxury yacht broke free, damaging the yacht as well as the dock and pilings. Minor beach erosion from high surf. Estimated damage at $50,000.
2003	March	17	Severe Weather	Winds with gusts up to 60 mph caused roof damage with debris landing on SR 70. Damage estimated at $5,000.

2003	June	18	Tornado	Thunderstorms caused a brief tornado (F0) in Palmetto causing mostly carport damage to a mobile home park and roof damage to a canning factory. Damage estimated at $20,000.
2003	June	29	Severe Weather	Winds gusting up to 69 mph in Bradenton Beach produced damage to trees and vegetation. About $15,000 in damage when a roof was blown off at a two story motel allowing rain in three units on the top floor. Damage was also caused to the roof of a pump house and two concrete walls collapsed at a construction site. Damage estimated at $10,000. In Myakka, gusts up to 40 kts blew down a wood frame home under construction. Damage estimated at $20,000.
2003	August		Dam Failure	Following several days of intense rainfall events, a flood gate at the Manatee River Dam jammed opened. This resulted in the evacuation of several residences downstream as a precautionary action.
2003	June/August		Rainfall Event	Estimated $1.2 million with 43 structures receiving major damage and 33 structures receiving minor damage.
2002	July	7	Lightning	Lightning caused a hole in a house and started a fire in Bradenton. Damage estimated at $5,000.
2002	August	14	Lightning	Lightning struck a home at University Park Country Club. The resulting resulted in the home being a total loss. A nearby house was scored by the blaze. A few miles away at Lakewood Ranch a second home was struck causing a hole in the roof and blowing out several windows. Damage estimated at $500,000.
2002	November		Sinkhole	Sinkhole near downtown Bradenton less than 10 feet. Caused by drought or low water table. Not threatening to a building.
2002	December	31	Flood	$63,500 residential damage with 50 apartments impacted.

2001	July	1	Tornado	An F1 tornado formed as result of sea breeze and interaction from nearby thunderstorm activity. The tornado damaged a bill board on US 41 N, tossed and demolished a weathered travel trailer in a mini storage. Two additional travel trailers were flipped on their sides while a storage trailer was severely damaged. Damage estimated at $100,000.
2000	March	11	Wildfire	A wildfire ignited near intersection of Canal Road and 33rd Street, consuming up to 40 acres of brush and timber in Palmetto. The wildfire also consumed a storage building. Damage estimated at $20,000.
2000	June	16	Lightning	Lightning struck a tree which fell and damaged a home and vehicle in Bradenton. Damage estimate $20,000.
2000	June	20	Tornado	A tornado (F0) damaged a barn, two large storage sheds and snapped large branches north of SR 70 in Myakka City. Damage estimated at $25,000.
2000	July	15	Flood	7-11 inches in 12 hours on Anna Maria Island flooded homes, businesses and roads. Water estimated to be 3-4 feet in areas in Anna Maria and Homes Beach. Nearly 50 homes had estimated damages of $1 million.
2000	July	24	Flood	6-8 inches of rain in 4 hours damaged 15 homes on Anna Maria Island and Northwest Bradenton with damage estimated at $100,000. Roads were flooded with water up to 2 feet.
2000	July	28	Power Failure	Manatee County Emergency Communications Center out for eight hours.
2000	July	30	Lightning	Three girls were struck and injured by lightning in Myakka City.

2000	August	12	Lightning	Lightning struck and cause $95,000 worth of damage to the roof and attic of a home on 52nd Ave W in Bradenton. Lightning also struck and damaged a home on Longboat Key, the surge traveling down a water pipe which jumped to the home's gas line under the kitchen floor crawl space. The surge ignited the gas line which caused approximately $25,000 damage to the home's kitchen.
2000	September	16	Hurricane	Hurricane Gordon. 100 feet of beach eroded in Bradenton Beach, estimated damage $500,000. Flooding of 25 homes, businesses in Bradenton Beach, estimated damage $500,000. Max wind gust recorded at Coquino Beach at 60 mph.
1999	January	2	Flood	Storm surge caused by a heavy squall line, 3-4 feet above astronomical tide cause flood damage to less than 50 coastal homes and pushed a few dry-docked boats into coastal streets. Street flooding coastal roads. Damage estimated $200,000.
1999	March	14	Lightning	Lightning ignited a fire that caused $3.5 million in damage to the three story Playa Encantada Apartment building on Gulf Drive in Holmes Beach.
1999	May	19	Lightning	Seven migrant farm workers were struck and injured by lighting while taking refuge under a steel flatbed fruit truck during a thunderstorm along Verna Bethany Road, 11 miles northwest of Myakka City. The victims suffered mainly minor leg and arm injuries.
1999	May	20	Lightning	Lightning struck, igniting a wildfire and burned 77 acres of brush and scrub trees near 229th St. E, north of SR 70 and eleven miles northwest of Myakka City.

1999	July	9	Tornado	A tornado (F0) damaged the roof of one mobile home, destroyed a carport and removed three porch enclosures at Tideview Estates Mobile Home Park in Ellenton. Then it proceeded to strike Blackburn Elementary School and caused minor siding and awning damage to the building. Damage estimated at $50,000.
1998	January	23	Severe Weather	Up to 5 inches of rain in less than 12 hours. Estimated $1.2 damages due to flooding in City of Bradenton and unincorporated Manatee County. Five home with major damage and 131 with minor damage from flood waters as high as 2 feet. Manatee River at Myakka Head crested 8-1/2 feet above flood stage damaging tomatoes estimated at $400,000.
1998	February	17	Tornado	A tornado (F1) tore off the roof of a milking facility, two barns and shed, damaged feed silos and downed power lines along SR 70 in Myakka City. Damage estimated at $200,000.
1998	February	19	Severe Weather	Heavy rain of 2 to 4 inches caused localized flooding. Several cars incurred water damage at flooded roadways and intersections. Estimated damages of $20,000. A tornado (F0) caused minor damage to a mobile home park at Moccasin Wallow Road and Imperial Circle in Palmetto. Damage estimated at $50,000.
1998	March	19-20	Flood	Heavy rains flooding roads, some homes in east county. Estimated damages at $445,000. On March 19, a short-lived tornado (F1) destroyed a mobile home and six barns at a horse ranch on SR 70 near Myakka City. A man was injured when the tornado destroyed the home and pickup truck. Damage estimated at $350,000.

1998	July	9	Lightning	Lightning struck and damaged the roof of a home in Braden River Lakes subdivision along SR 64. Lightning burned two large holes in the roof and pierced the ceiling in three locations causing $20,000 in damage.
1998	July	30	Lightning	Lightning struck, ignited a wildfire and burned 50 acres of brush near the Saddlehorn Estates in the 22000 block area of SR 64 and CR 675.
1998	September	2	Hurricane	Hurricane Earl. Street flooding on Anna Maria Island.
1998	September	23	Hurricane	Hurricane Georges. City of Bradenton $50,812.25, City of Bradenton Beach $75,000, City of Palmetto $34,933.
1997	January	1	Tornado	A brief, short-lived tornado (F0) removed the roof of a mobile home and snapped a telephone pole in Paradise Bay Mobile Home Park in Bradenton. Damage estimated at $3,000
1997	April	16	Flood	Heavy rain caused localized flood 2-3 feet deep damaging numerous automobiles at the DeSoto Square Mal. A few homes in low-lying areas of Bradenton received rug damage. Oakridge and Roger Garden Park apartments on 13th St. in Palmetto had over 6 inches of floodwaters in 180 first floor units. Estimated damages to be $2.9 million.
1997	April	23	Tornado	A short-lived tornado (F0) caused severe damage to the roofs of two homes, caused moderate damage to the roof of a motel and damaged two vehicles in Bradenton Beach. Damage estimated at $60,000.
1997	June	23	Lightning	Lightning struck and knocked out the main radio system of the communications center of the Florida Highway Patrol along SR 70. Damages estimate $10,000. Lightning struck a tree with a sideflash that entered the home through the roof of a Bradenton resident. The resident was shocked by lightning inside his home. Damage estimate $2,000.

1997	July	15	Lightning	A seven year old male was slightly injured by a sideflash of lightning that struck the tree he was climbing in Bradenton.
1997	September	26	Flood	$300,000 in damage mostly to rugs and cars stalled in water in Bradenton.
1997	October	31	Severe Weather	Up 6 inches of rain in less than 12 hours causing power outages, flooded streets in Bradenton. Urban flooding caused damage to 222 apartment units at the Oakridge and Rogers Garden apartments, 63 single family homes, three mobile homes and 25 stalled vehicles. Damage estimated at $2 million. Lightning struck and damaged the roof of a home on 29th Street East in Bradenton causing $15,000 in damage. An adult female was struck and slightly injured by lightning while standing in the parking lot of a pre-school on 26th Street West and Bayshore Gardens. A tornado (F0) severely damaged a pool cage, barn roof and down several oak trees near SR 64 and Upper Manatee River Road in Bradenton. Damage estimated at $60,000. Another tornado (F0) toppled trees and power lines near 59th Street and Cortez Road in Bradenton. Damage estimated at $5,000. In Whitfield a tornado (F0) toppled trees and power lines. Damage estimated at $10,000.
1997	November	13-14	Flood	3-1/2 inches rain in less than 12 hours in west county, up to 8 inches in areas in east county. Damage to 15 single family residences and 7 mobile homes due to rising waters of Braden and Manatee Rivers. Damage estimate at $400,000.
1997	December	13	Flood	Several mobile homes flooded in Frog Creek Mobile Home Park in Rubonia. Damage estimated $50,000.
1997	December	30	Flood	Manatee River at Myakka Head along SR 64 over 6-1/2 feet above flood stage. Significant crop damage, mainly tomatoes, estimated at $500,000.

1996	February	16	Wind	Gradient winds of 40 o 50 mph tore off the roof of a mobile home in Bradenton and downed a few power lines on the barrier islands. A grocery store in Bradenton suffered metal siding damage to its roof on Manatee Avenue West. Damage was estimated at $20,000.
1996	May	4	Hail	Ping-pong sized hail caused significant crop damage from Parrish southeast to Lake Manatee and north to the Hillsborough county line. Most of the cucumber, bell pepper, green bean and tomato crop was destroyed. Damage estimated at $3 million.
1996	June	17-21	Flood	Street flooding up to 2 feet in the City of Palmetto caused $51,400 in damage to several stalled cars. Some homes and apartments received water damage estimated at $40,000. Localized street flooding in southeast Bradenton. No damage estimate.
1996	July	6	Flood	Heavy rain caused localized street flooding in Palmetto, along 10th Street. A few autos stalled and received minor damage estimated at $3,000.
1996	August	6	Tornado	A tornado caused moderate roof damage to three mobile homes and minor damage to twelve mobile homes at Fairlane Acres Mobile Home Park in Bradenton. Damage estimated at $50,000.
1996	August	23	Severe Weather	Heavy rain caused localized flooding of streets and low-lying areas in Bradenton. A Bradenton business and several vehicles suffered water damage estimated at $50,000. A tornado (F0) removed a roof off a duplex, shatters a few windows and damaged a lanai of a home in Palmetto. Damage estimated at $25,000.
1996	September	10	Lightning	Lightning struck and downed a power line in Bradenton which left 2,500 residents without power for nearly 5 hours. Damage estimate at $5,000.

1996	October	9	Tropical Storm	Tropical Storm Josephine $4 million in damages estimated. Heaviest flooding on Anna Maria Island. Road damage Longboat Key and Bradenton Beach
1996	November	16	Wind	Non-thunderstorm winds of 40 mph blew down a sign and several small to medium sized trees and limbs on US 41 in Palmetto. Damage estimated at $2,000.
1995	January	7	Severe Weather	Severe winds tore off part of a storage facility roof and damaged 60 units inside in Palmetto. Damage estimated at $40,000.
1995	July	18	Flood	Approximately 9 inches of rain fell within a 15-hour period and caused minor flood damage on Longboat Key.
1995	August	15	Severe Weather	Winds blew the roof off a restaurant in Anna Maria City. Damage estimated at $10,000. In Myakka City, winds overturned and damaged a mobile home on SR 70 which caused a propane leak. Damage estimated at $20,000. In West Bradenton, winds caused minor roof damage to an apartment building. Damage estimated at $2,000.
1995	November	2	Flood	Washing out of roads
1994	June	6	Tornado	Two barns, two feed structures, and a mobile home were damaged off SR 70 in Myakka City by an F0 tornado. Damage estimated at $5,000.
1994	September	28	Flood	
1993	March		Winter Storm	Manatee County Public Property $573,737, Private Property $100,000, City of Bradenton $128,027.80, City of Palmetto $49,792, City of Bradenton Beach $900,000.
1992	June	24-25	Tornado	A tornado (F0) knocked down utility poles and tree limbs in Palmetto. Damage estimated at $2,500.
1992	September	3	Tornado	A tornado (F0) tore shingles off three roofs, knocked a hole in one roof and downed trees and power lines. Damage estimated at $25,000.

1992	October	3	Tornado	A waterspout moved over Longboat Key knocking down trees and power lines. Damage estimated at $2,500.
1991	May		Tornado	A tornado (F0) moved cars about and blew down trees and power lines. The roof and side walls of a chemical storage shed were damaged. Damage estimated at $250,000.
1991	May		Flood	
1991	July	13	Tornado	A tornado (F1) moved northeast to southwest across Port Manatee. It touched down ripping off part of the roofs of three buildings, flipping a construction trailer. A 23-foot barge was thrown into the air, blown over several cars before bouncing off of several trucks. It ripped off the doors of a maintenance warehouse. Damage estimated at $250,000.
1990	July	14	Tornado	A tornado (F0) in Bradenton downed power lines and a large tree. In Terra Ceia and Anna Maria, a tornado (F0) snapped telephone poles and caused damage to a house and roof in Anna Maria. Damage estimated at $2,500.
1990	October		Tropical Storm	Tropcial Storm Marco. Up to 6.14 inches of rain fell in Bradenton. Several homes were flooded. Damage estimated at Manatee County Public Property $1,411,747, City of Bradenton damaged at $186,358, and Private Property damaged at $294,250.
1988	May		Sinkhole	Sinkhole less than 10 feet caused by drought or low water table. Location newar Sarasota Bay and Bowless Creek. Home subsided, walls and floor cracked. Damage estimated at $6,000.
1988	June		Sinkhole	Sinkhole 31-80 feet outside Myakka City, caused while drillling, a cavity was hit at 415 feet and the surface collapsed. Damage unknown.
1988	September		Flood	City of Bradenton damaged at $357.507.48, City of Palmetto damaged at $35,400.

1988	November		Tropical Storm	Tropical Storm Keith. Winds up to 65 mph, beach erosion. City of Bradenton Beach damaged at $100,000. Tidal surges 4 feet above normal, rain and winds resulted in flood damage on Longboat Key.
1987	July	7	Tornado	An F0 tornado did minor damage to a home in Bradenton. Damage estimated at $250.
1986	February	8	Tornado	An F0 tornado dirupted a flea market in Bradenton, Severely injuring a man and slightly injuring 3 others. Damage estimated at $25,000.
1986	May	20	Tornado	A cold front produced a squall line. A tornado (F0) developed and blew a porch off a home in Ellenton. Damage estimated at $2,500.
1986	August	1	Tornado	An F0 tornado blew apart a farm shed in Samoset and a waterspout (F0) damaged several sailboats in Bradenton Beach. Damage estimated at $2,500.
1985	October	28	Hurricane	Hurricane Juan. 25 to 35 foot swells in the Gulf of Mexico caused coastal flooding on Longboat Key.
1985	August/September	30-1	Hurricane	Hurricane Elena. The storm hovered over the west coast of Florida for 6 days and brough over 11 inches of rain. Manatee County Public Property damaged $708,538. Private Property damaged $7,836,141. City of Bradenton Beach damaged $2.5 Million. City of Bradenton damaged $61,000.
1984	August	23	Tornado	In central Manatee County a mobile home was destroyed by and F1 tornado. Damage estimated at $25,000.
1982	February	17	Tornado	An F1 tornado struck Ellenton and Palmetto. In Palmetto, a lumber yard was damaged and roofs ripped of a number of mobile homes at Tropical Isle Mobile Home Park. Damage in Ellenton was confined to roof damage and downed trees and power lines. Damage was estimated at $100,000, with half of that at the lumber yard.

1982	June	17-18	No Name Storm	Winds up tp 63 mph with rainfall of 4 to 6 inches. Came ashore during a high tide which resulted in tides of 5.5 feet. Manatee County Public Property damaged $68,354; Private Property - No Record.
1982	July	17	Tornado	An F1 tornado caused damage to 4 mobile homes in Gulf Lake Mobile Estates and roof damage at Oneco Plaza Shopping Center. Damage estimated at $10,000.
1981	June		Sinkhole	Sinkhole less than 10 feet caused by drought or low water table. Located in West Bradenton. Damage unknown.
1981	August	24	Tornado	An F1 tornado associated with widespread severe thunderstorm activity touched down in mobile home park located in SW Bradenton in the Whitfield area. 29 homes were damaged in a 4 block area, several heavily damaged including 5 roofs blown off, with much of the damage to carports, awnings, and porches. Damage was estimated at $250,000.
1979	September	22-23	Flood	Flood event, heavy rain
1972	June	19	Hurricane	Hurricane Agnes. Tides 3 to 6 feet above normal . Coastal areas experienced erosion from wave action and tidal damage to homes, seawalls, and roads. Damage estimated at $2 million.
1968	October	18	Tropical Storm	Tides of up to 5 feet above normal produced considerable beach erosion on Longboat Key.
1960	September		Hurricane	Hurricane Donna. Precipitation averaged 5 to 7 inches, with a pre-storm rainfall of 10 inches in previous 3 weeks saturated the group; considerable flooding resulted. Storm tides caused damage to coastal Manatee County areas with tides 1 to 23 feet above normal.

1950	September		Hurricane	Hurricane came on shore on the west coast of Florida with tides of 6 to 8 inches, flooding much of Anna Maria Island, with beach erosion taking 15 to 20 feet. The beach road was washed out in several places
1926	September		Tropical Storm	Wave action caused erosion along the Manatee County Coast and severe flooding in the Bradenton area, with more than 8 inches of rain in 24 hours.
1921	October		Tropical Storm	Originating in west Caribbean, the slow-moving storm caused flooding up to 5 feet on the north end of Anna Maria Island and in Cortez. High tides of approximately 7 feet resulted in damage on Longboat Key.

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Appendix C

REPETITIVE LOSS PROPERTIES

Jurisdiction	RLP	Single Fam.	2-4 Fam.	Multi-Fam.	Comm-ercial	# of Claims
Anna Maria	32	22	9	1	0	243
Bradenton	66	55	5	4	2	215
Bradenton Beach	29	15	6	4	4	237
Holmes Beach	57	26	19	11	1	311
Longboat Key	101	87	8	2	4	485
Palmetto	8	8	0	0	0	196
Manatee County	130	90	18	17	5	417

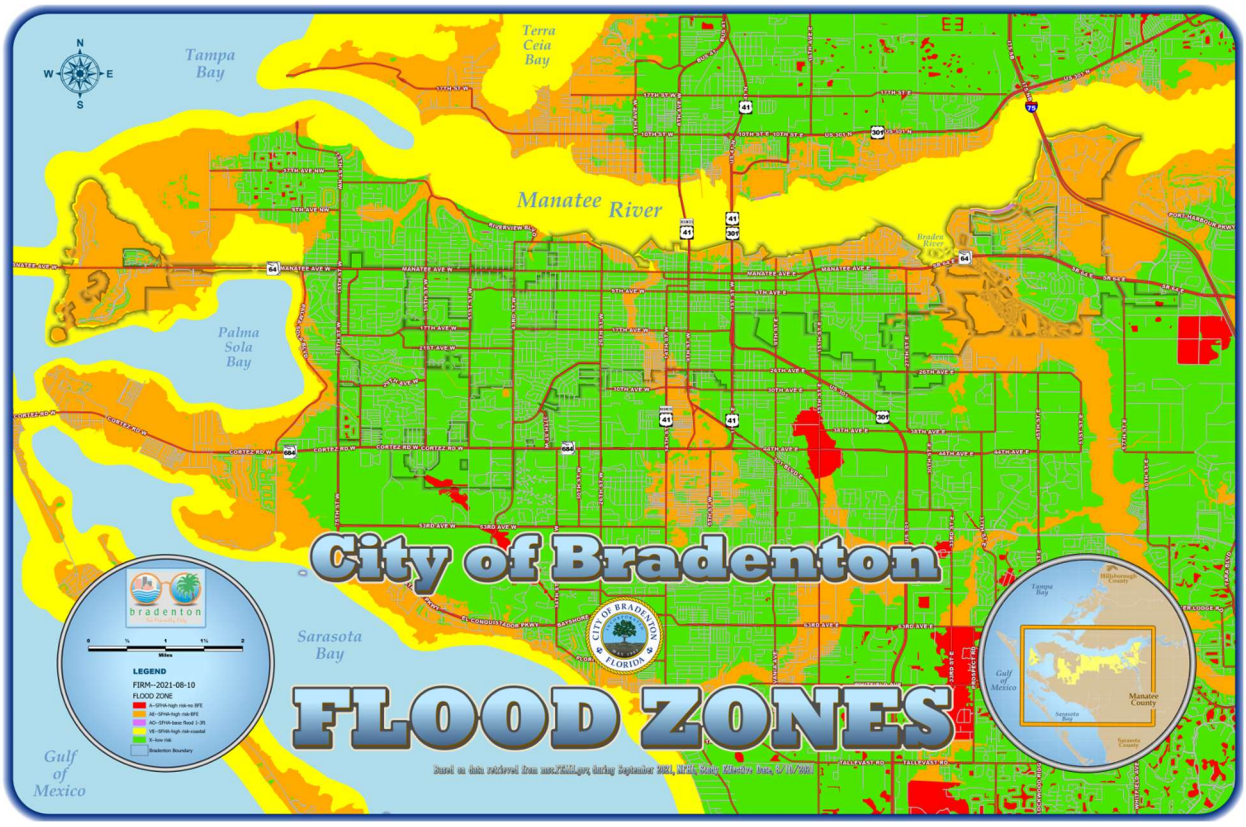
Source: *NFIP Flood Insurance (Sept 2024)*

City of Anna Maria

City of Anna Maria links FEMA's National Flood Hazard Layer on their website for their citizens to utilize.

As of September 2024, the incorporated City of Anna Maria had 22 single family residences, 1 multifamily, and nine 2-4 family repetitive loss properties. These properties account for 243 flood insurance claims.

City of Bradenton



City of Bradenton links FEMA's National Flood Hazard Layer on their website for their citizens to utilize as well as has created a pdf of City flood zones.

As of September 2024, the incorporated City of Bradenton had 55 single family residences, 4 multifamily, five 2-4 family, and 2 commercial repetitive loss properties. These properties account for 215 flood insurance claims.

City of Bradenton Beach

City of Bradenton Beach links both Manatee County Flood Zone maps and FEMA's National Flood Hazard Layer on their website for their citizens to utilize.

As of September 2024, the incorporated City of Bradenton Beach had 15 single family residences, 4 multifamily, six 2-4 family, and 4 commercial repetitive loss properties. These properties account for 237 flood insurance claims.

City of Holmes Beach

City of Holmes Beach links FEMA's National Flood Hazard Layer on their website for their citizens to utilize as well as very clearly indicates on their website that "All property in Holmes Beach falls within a special flood hazard area".

As of September 2024, the incorporated City of Holmes Beach had 29 single family residences, 19 multifamily, eleven 2-4 family, and 1 commercial repetitive loss properties. These properties account for 311 flood insurance claims.

Town of Longboat Key

Being a part of both Manatee County and Sarasota County, Town of Longboat Key reference both Manatee and Sarasota Flood Zone maps on their website and encourage residents to utilize their associated county maps.

As of September 2024, the incorporated Town of Longboat Key had 87 single family residences, 8 multifamily, two 2-4 family, and 4 commercial repetitive loss properties within Manatee County. These properties account for 485 flood insurance claims.

City of Palmetto

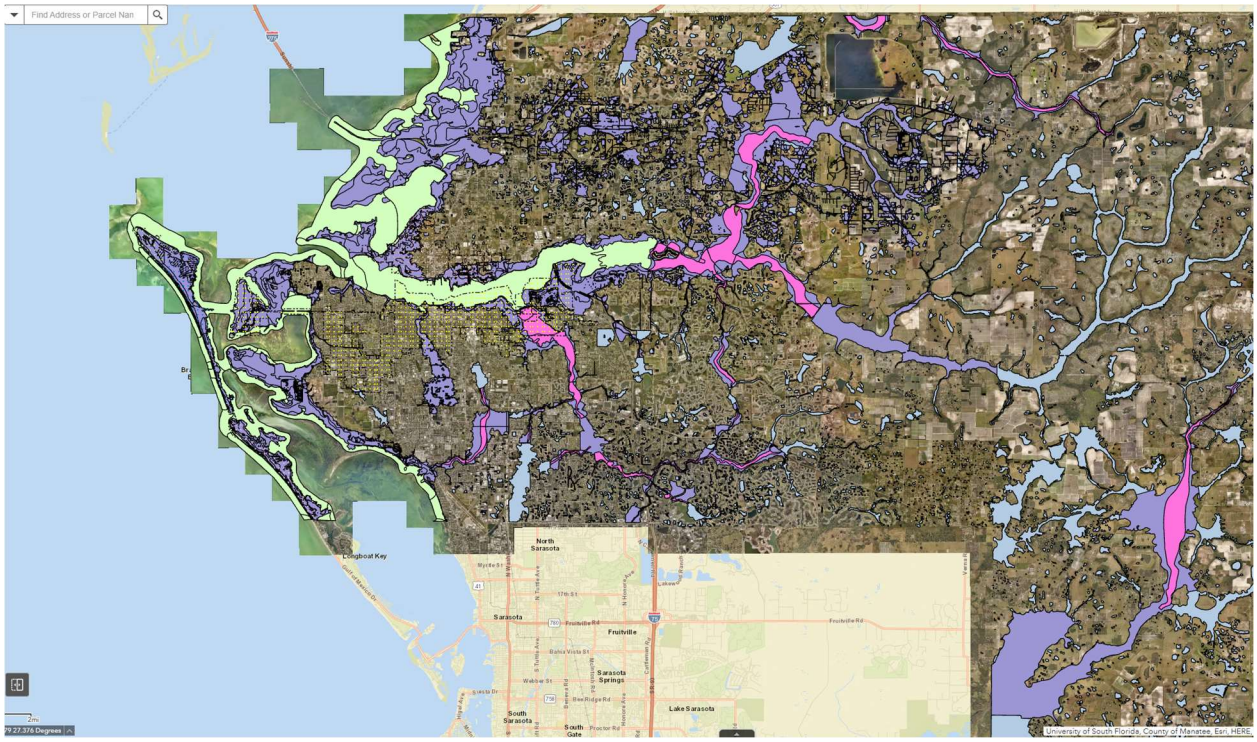
City of Palmetto links FEMA's National Flood Hazard Layer on their website for their citizens to utilize.

As of September 2024, the incorporated City of Palmetto had 8 single family residence repetitive loss properties. These properties account for 196 flood insurance claims.

Unincorporated Manatee County

Unincorporated Manatee has encouraged jurisdictions to utilize and reference Manatee County Flood Zone maps, should they not have their own. Manatee County has interactive Flood Zone maps which are address specific and user friendly for all residents within Manatee County and its jurisdictions.

As of September 2024, the incorporated Town of Longboat Key had 90 single family residences, 18 multifamily, seventeen 2-4 family, and 5 commercial repetitive loss properties within Manatee County. These properties account for 417 flood insurance claims.



Legend

FEMA Flood Zones

2021 DFIRM Floodway

2021 DFIRM Flood Zones

FLOOD ZONE

- A
- AE
- VE

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APPENDIX D

PARTICIPATION

A. DURING THE 5-YEAR UPDATE CYCLE

An open public involvement process is essential to the development of an effective plan. To develop a more comprehensive approach to reducing the effects of natural disasters, the 5-year update cycle included stakeholder, committee and public participation. The LMS Working Group provided multi opportunities for review and comment while going through the 5-year update to the LMS.

The 2024 five-year update commenced in March 2023 when members of the LMS Working Group were informed by Emergency Management of the need to conduct a major revision update to the plan. A contractor was not used for this process, so the plan is as realistic as possible using the limited resources that are available to the County.

It was decided that three sub-committee (Data & Information, Governance, and Goals & Objective - each consisting of a minimum of three technical employees), were to be formed so that small groups could make recommendations of suggested updates. Simultaneously, one of the Public Safety Department Emergency Management Coordinators was tasked with updating the Hazard Risk and Vulnerability Assessment (Section IV). This was done with stakeholder participation and feedback with those included in the Manatee Emergency Operations Workgroup. A total of 6 sub-committee meetings and one Hazard Risk meetings were held.

Each of the sub-committees held multiple meetings to review the information and how to best proceed with the update of each section. The revised sections were sent to the LMS Working Group for comment, suggested revisions, deletions or additions. Each jurisdiction was encouraged to e-mail their changes to the Chairperson of the LMS Working Group. Each jurisdiction was represented and participated in the planning process. All suggestions, revisions and corrections were considered in the final document.

To broaden the general public and Non-Governmental Organization's access to LMS information and involvement in the process, Manatee County has a webpage dedicated to Hazard Mitigation information on the Manatee County website. Notice of meetings, agendas, and funding opportunities are posted on this webpage, in addition to posting meetings on the County calendar. The public is welcome to attend and make comments at any of these

meetings or utilize the e-mail address on the LMS webpage. During the planning process specific to the 5-year update cycle, additional opportunities were provided to the general public to provide comments, suggested revisions, additions and deletions to the updated plan. These additional opportunities were in the form of in-person community comment times held in the afternoon/evening at the public library, as well as on-line review periods. Notice of these additional opportunities were provided on the County's website, newspaper, and posted at the County Administration Building.

The 2024 hurricane season put a pause on the LMS update from August – December while Emergency Management focused on recovery from Debby, Helene, and Milton for Manatee County. At the final LMS Workgroup meeting of 2024, December 18th, Emergency Management brought the LMS update back to the forefront of all jurisdiction's priorities.

After all jurisdictions reviewed each section and appendices of the LMS for the 2024 5-year update, the "First Draft" was posted as an agenda item on the first quarter meeting held on March 19th, 2025, and subsequently and unanimously approved by the LMS Working Group. This meeting was also advertised as public and there was public present, but no comments were made. The "First Draft" was then posted on the county website the next day, March 20th, 2025 for a 20-day period to receive public comment.

The "Final Draft" of the Manatee County 2024 LMS Update was presented to the Manatee County Board of County Commissioners as a Report on April 15th, 2025, and an opportunity for public comment was given during that meeting. While there were words of encouragement from a few Commissioners, there were no additional public comments heard.

Upon completion of the tasks, Emergency Management conducted a final review of the LMS using the new criteria and verified the components against the required Mitigation Plan Review Checklist. Emergency Management believes that the Manatee County LMS was compliant with the new Federal criteria and submitted the plan to the Florida Division of Emergency Management for review.

Copies of agendas, minutes and sign-in sheets from LMS Workgroup meetings, Sub-Committee meetings, and public participation opportunities are included in this appendix.

B. ROUTINE STAKEHOLDER AND PUBLIC PARTICIPATION

The LMS Working Group conducts regularly scheduled meetings. Unless otherwise indicated, LMS meetings are held quarterly on the 2nd or 3rd Wed of March, June, September and December (each year) at 3:00 p.m. at the Manatee County EOC. The LMS Working Group meetings were previously

held at the Manatee County Central Library, but with further thought, Emergency Management decided it was a good idea to open the EOC to the public for these meetings.

To broaden the general public and Non-Governmental Organization's access to LMS information and involvement in the process, Manatee County has a webpage dedicated to Hazard Mitigation information on the Manatee County website. Notice of meetings, agendas, and funding opportunities are posted on this webpage, in addition to posting meetings on the county calendar. The public is welcome to attend and make comments at any of these meetings or utilize the e-mail address on the LMS webpage.

Copies of agendas, invitations, minutes, sign-in sheets, and feedback forms from LMS Workgroup meetings, and public participation opportunities are included as addendums in this appendix.

AGENDA

Manatee County Local Mitigation Strategy

Thursday, June 17, 2021

3:30 PM – 5:00 PM

WebEX Call

1 (415) 655-0001

Meeting Number:
173 841 3801

Password:
1234

Chairperson: Jake Bibler Vice-Chair: Matthew Myers

1. Welcome and Introductions
2. Changes to the Agenda
3. Citizen Comments (*each person shall be limited to 3 minutes per item)
4. HMGP Update
    a. Deadline August 13
5. BRIC 2021 Update
6. NFIP Update
7. New Business/Old Business
8. Open Discussion
9. Adjournment

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 6/17/21	**Time: 3:30pm -**	**Location: WebEx**	**Facilitator: Jake Bibler**

Jake Bibler	Matthew Myers	Lisa Boutote	Rob Brown
Dr. William Colgate	James Linklogle	Marshall McCrary	Bill O'Shea
Myra Prater	Anthony Russo	Jamie Schindewolf	Sandy Tudor
Eran Wasserman	Steve Litschauer	Joel Richmond	

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chairperson, Jake Bibler at 3:30pm			
Introductions	Attendees introduced themselves and their affiliation with the LMS group.			
Changes to agenda	None			
Minutes	Motion Steve Litschauer, second Sandy Tudor, to approve meetings minutes of June 30, 2020. AYES = 14 NAYS = 0 ABSTAIN = 0 Motion Passed			
Citizen Comments	None			
Meeting agenda item **HMGP Update**	Notice of funding for HMGP for Hurricane Dorian. Deadline is August 13. We are a Tier 3 county.			

Meeting agenda item **BRIC 2021 Update**	• White House has announced $1 Billion will be available • Notice of Funding Opportunity has not been announced • General information and NOFO expected soon			

Meeting agenda item
 	
NFIP Update
	• "Equity and Action" – Risk Rating 2.0
	  ○ Includes 3 catastrophe models and emphasizes mitigation
	  ○ New pricing plan
	  ○ New policy effective October 1, 2021
	• What is changing
	  ○ Elevation certificate no longer necessary, it's optional
	  ○ Expanding mitigation credits
	  ○ Expanded policy discounts for homes in the X-Zone
	  ○ Cost of Compliance will be a percentage not a fixed amount
	• What is not changing
	  ○ Limits on annual premium increases
	  ○ Availability for premium discounts
	  ○ Transfer of policy discounts to new owners
	  ○ Use of FIRMs for mandatory purchase requirements
	  ○ Availability of discounts through CRS			

New/Old Business	None			
Open Discussion	None			
Next ¼ 'ly Meeting	September 16, 2021 3:30pm			
Adjourn	Motion Stephen Gilbert, Second Steve Litschauer, to adjourn meeting at 3:45pm Motion Passed			

AGENDA

Manatee County Local Mitigation Strategy

Thursday, September 16, 2021

3:30 PM – 5:00 PM

WebEX Call

1 (415) 655-0001

Meeting Number:
179 527 0061

Chairperson: Jake Bibler Vice-Chair: Matthew Myers

1. Welcome and Introductions
2. Changes to the Agenda
3. Citizen Comments (*each person shall be limited to 3 minutes per item)
4. Brief of What Local Mitigation Strategy (LMS) is
5. Notice of Funding
    a. BRIC, FMA
        i. Open September 30 closing November 12 5pm
6. New Business/Old Business
7. Open Discussion
8. Adjournment

JAMES SATCHER *District 1*
REGGIE BELLAMY *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MISTY SERVIA *District 4*
VANESSA BAUGH *District 5*
CAROL WHITMORE *At Large*
GEORGE W. KRUSE *At Large*

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 9/16/2021	**Time: 3:30pm – 3:47pm**	**Location: WebEx**	**Facilitator: Matthew Myers**
Matthew Myers	Patrick Mahoney	Steve Litschauer	Rob Brown
Thomas Kitchen	Tristan Morath	Sandy Tudor	Hunter Foxwell
Amy Pilson	Bill Colgate	Mary Camp	Steve Gilbert
LeAnne Addy			

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Vice-Chair, Matthew Myers at 3:30pm			
Introductions	Attendees introduced themselves and their affiliation with the LMS group.			
Changes to agenda	Deadline Date for BRIC/FMA is November 12, by 5pm			
Minutes	Motion Steve Litschauer, second Bill Colgate, to approve meetings minutes of June 17, 2021. AYES = 12 NAYS = 0 ABSTAIN = 0 Motion Passed			
Citizen Comments	None			

Meeting agenda item
 	
Overview of LMS
	• The Local Mitigation Strategy (LMS) is a multi-jurisdictional plan to reduce the identified hazards within a County.
	• LMS Process
	  o Identify Hazards
	  o Risk and Vulnerability			

	○ Actions to Reduce Loss ○ Coordinated Process • The Plan ○ Updated Every 5 Years (Last Updated 2019) ○ Short and Long-term Mitigation Goals and Objectives ○ Identified Hazards and Vulnerabilities ○ Collaborative Effort (1/4 'ly Meetings) ▪ All Municipalities ▪ Private and Public Entities ○ Initiatives (Mitigation Projects) ▪ Prioritized by Scoring • The Workgroup ○ Collaboration ▪ The Plan ▪ Initiatives ▪ Information Sharing ▪ Specialists ○ Funding Opportunities ▪ HMGP ▪ BRIC ▪ FMA			
Meeting agenda item **BRIC/FMA NOFO**	Notice of Funding Opportunity opens for BRIC and FMA on September 30th and closes November 12th at 5pm. This is so the State has time to review before submission to FEMA before the January 28th FEMA deadline. **If you are planning on applying, you MUST submit your project for scoring ASAP. The process for entering the grant information is extensive.**			
New/Old Business	None			
Open Discussion	None			

Next ¼ 'ly Meeting	December 16, 2021 3:30pm			
Adjourn	Motion Steve Litschauer, second Rob Brown, to adjourn meeting at 3:47pm AYES = 12 NAYS = 0 ABSTAIN = 0 Motion Passed			

AGENDA

Manatee County Local Mitigation Strategy

Thursday, December 15, 2022, 2022

3:30 PM – 5:00 PM

WebEx Call

415-655-0001 (External Users)

Participant Access Code:
2348 984 6642

Chairperson: Matthew Myers Vice-Chair: Jake Bibler

1. Welcome and Introductions
2. Changes to the Agenda
3. Citizen Comments (*each person shall be limited to 3 minutes per item)
4. LMS Overview
5. Vice-Chair Election (if needed)
6. Shadybrook Discussion
7. New Business/Old Business
8. Open Discussion
9. Adjournment

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 12/15/2022	**Time: 3:31pm**	**Location: WebEx**	**Facilitator: Matthew Myers**
Matthew Myers	Brian Hall	Cheryl Magnusson	Jake Bibler
Cara Serra	Jessica Remkiewicz	Charlie Mopps	Phaedra Dolan
Hunter Foxwell	Myra Prater	Jeremy Giddens	Jeff Bowman
Sage Kamiya			

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chair, Matthew Myers at 3:31pm			
Introductions	Attendees introduced themselves and their affiliation with the LMS group.			
Changes to agenda	None			
Minutes	Motion Charlie Mopps, second Cheryl Magnusson, to approve meetings minutes of September 15, 2022. AYES = 13 NAYS = 0 ABSTAIN = 0 Motion Passed			
Citizen Comments				
Meeting agenda item **LMS Overview**				

Shadybrook Discussion	• Repeat flooding happening in Shadybrook • Possibility for FMA funding for buyout and land acquisition turning the land into open space. • All properties in question are "Repetitive Loss" meaning the Federal share would be 90% with local share being 10%. • Looking into the increase to Community Rating System (CRS) to use as the benefit cost analysis where more points leading to savings on flood insurance for residents.			
New/Old Business	None			
Open Discussion	• Annual update going to Board 1/10/23			
Next ¼ 'ly Meeting	March 16, 2023 3:30pm			
Adjourn	Motion Jeff Bowman, second Cheryl Magnusson, to adjourn meeting at 3:47pm AYES = 13 NAYS = 0 ABSTAIN = 0 Motion Passed			

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 3/17/2022	**Time: 3:30pm – 3:52pm**	**Location: WebEx**	**Facilitator: Matthew Myers**
Matthew Myers	Myra Schwarz	Hunter Foxwell	Shannon McIntyre
Jessica Remkiewicz	Cheryl Magnusson	Amy Pilson	Sandy Tudor
Rebecca Desch	Kyra Hill	Sebastian Smith	Bill Colgate
Mary Camp	Steve Gilbert	Sage Kamiya	James Linkogle
David Bjelke	John Osborne		

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Vice-Chair, Matthew Myers at 3:30pm			
Introductions	Attendees introduced themselves and their affiliation with the LMS group.			
Changes to agenda	None			
Minutes	Motion Sandy Tudor, second Bill Colgate, to approve meetings minutes of September 16, 2021. AYES = 18 NAYS = 0 ABSTAIN = 0 Motion Passed			
Citizen Comments	None			

Meeting agenda item
 	
Overview of LMS
	• The Local Mitigation Strategy (LMS) is a multi-jurisdictional plan to reduce the identified hazards within a County.
	• LMS Process
	  o Identify Hazards
	  o Risk and Vulnerability			

	- Actions to Reduce Loss - Coordinated Process - The Plan - Updated Every 5 Years (Last Updated 2019) - Short and Long-term Mitigation Goals and Objectives - Identified Hazards and Vulnerabilities - Collaborative Effort (1/4 'ly Meetings) - All Municipalities - Private and Public Entities - Initiatives (Mitigation Projects) - Prioritized by Scoring - The Workgroup - Collaboration - The Plan - Initiatives - Information Sharing - Specialists - Funding Opportunities - HMGP - BRIC - FMA			
New/Old Business	None			
Open Discussion	None			
Next ¼ 'ly Meeting	June 16, 2022 3:30pm			
Adjourn	Motion Steve Gilbert, second Sandy Tudor, to adjourn meeting at 3:52pm AYES = 18 NAYS = 0 ABSTAIN = 0 Motion Passed			

AGENDA

Manatee County Local Mitigation Strategy

Thursday, September 15, 2022

3:30 PM – 5:00 PM

Teams Call

863-583-5969 (External Users)

Participant Access Code:
355 523 349#

Chairperson: Jake Bibler Vice-Chair: Matthew Myers

1. Welcome and Introductions
2. Changes to the Agenda
3. Citizen Comments (*each person shall be limited to 3 minutes per item)
4. HMGP Notice of Funding
    a. BRIC
    b. FMA
5. Shadybrook Discussion
6. New Business/Old Business
7. Open Discussion
8. Adjournment

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 9/15/2022	**Time: 3:31pm – 3:58pm**	**Location: WebEx**	**Facilitator: Jake Bibler**
Jake Bibler	Matthew Myers	Steve Litschauer	Joel Richmond
Jessica Remkiewicz	Marc Purvis	Tom Gerstenberger	Jeff Bowman
Charlie Mopps	Amy Pilson	Dan Fitz-Patrick	Steve gilbert
Melissa Kenedy	Matt McDonough	Phaedra Dolan	Myra Prater

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chair, Jake Bibler at 3:31pm			
Introductions	Attendees introduced themselves and their affiliation with the LMS group.			
Changes to agenda	None			
Minutes	Motion Dan Fitz-Patrick, second Charlie Mopps, to approve meetings minutes of March 17, 2022. AYES = 16 NAYS = 0 ABSTAIN = 0 Motion Passed			
Citizen Comments	None			
Meeting agenda item **Notice of Funding Opportunity**	• Notice of Funding Opportunity for: o Building Resiliency in Communities (BRIC) o Flood Mitigation Assistance (FMA)			

Shadybrook Discussion	• Repeat flooding happening in Shadybrook • Possibility for FMA funding for buyout and land acquisition turning the land into open space. • All properties in question are "Repetitive Loss" meaning the Federal share would be 90% with local share being 10%. • Looking into the increase to Community Rating System (CRS) to use as the benefit cost analysis where more points leading to savings on flood insurance for residents.			
New/Old Business	None			
Open Discussion	Question on how to submit projects for grant opportunities. • Projects are self-scored by using the evaluation sheets. The project score is then looked at by the workgroup for agreement or discussion. The final score is put into our list of projects. (a lower rank does not mean you will not get grants. If your project has funding you can go towards the grant. The grading is a requirement by statute.) Projects are required to have a letter from the chair or vice-chair of the LMS to be considered for grants.			
Next ¼ 'ly Meeting	December 15, 2022 3:30pm			
Adjourn	Motion Steve Litschauer, second Dan Fitz-Patrick, to adjourn meeting at 3:58pm AYES = 16 NAYS = 0 ABSTAIN = 0 Motion Passed			

AGENDA

Manatee County Local Mitigation Strategy

Thursday, December 7, 2023

3:30 PM – 5:00 PM

Microsoft Teams Meeting

Meeting ID:242 4155 679 680

Passcode: Ewg4Wi

+1 863-583-5969,,335494698# (External Users)

Chairperson: Joel Richmond **Vice-Chair:** Tom Gerstenberger

1. Welcome and Introductions
2. Changes of Agenda/ New Chairperson
3. Approval of Minutes
4. Review of LMS Update Timeline
5. Citizen Comments (*each person shall be limited to 3 minutes per item)
6. New Business/Old Business
7. Open Discussion
8. Adjournment

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 12/7/2023	**Time:**	**Location: WebEx**	**Facilitator: Joel Richmond**
Joel Richmond, Manatee County EM	Tom Gerstenberger, Manatee County PW	Jeremy Giddens, Manatee County EM	Jeff Bowman, City of Palmetto Code Enforcement
Hjalmar Pachas, Manatee County	Ray Moss, Manatee County Sheriff's Department	William Tokajer, City of Holmes Beach	Stacey Bailey, Parrish Fire District
Eric Center	Paul Roberts	Cara Serra	Corey Fortin
Sage Kamiya	Dan FitzPatrick	Rebcca Desch	Lance Williams
Ed Vuolu			

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chair, Joel Richmond at 3:30pm			
Introductions	Attendees introduced themselves and their affiliation with the LMS group.			
Changes to agenda	Joel Richmond, Manatee County EM, named new Chairperson. Copies of minutes and agenda sent to group			
Minutes	Motion **Tom Gerstenberger.,** second **Charlie Mopps,** to approve meetings minutes of December 15, 2022. AYES = 16 NAYS = 0 ABSTAIN = 0 Motion Passed			
Citizen Comments	None			
Meeting agenda item				

New Chairperson LMS Update Timeline	Discussed implementation of timeline for 2024/2025 update for the plan including THIRA updates, workgroups and citizen feedback			
New/Old Business	Tom Gerstenberger. discussed the Shady brook initiative to buy out the affected flooded properties, meeting with condo management and Commissioner Rahn next week to judge interest. Hjalmar Pachas asked about the need for updated Critical Facilities list being included in the THIRA update, advised would get back with him on answer.			
Open Discussion	None			
Next ¼ 'ly Meeting	January TBD			
Adjourn	Motion Brandon M., second Tom G., to adjourn meeting at 1545 hrs AYES = 16 NAYS = 0 ABSTAIN = 0 Motion Passed			

December 7, 2023

12/7/23 3:14 PM Meeting started

Rebecca Desch and Lt. Ray Moss - Manatee Sheriff Office (Guest) were invited to the meeting.

Dan Fitz-Patrick was invited to the meeting.

Charlie Mopps was invited to the meeting.

Vuolo Jr, Ed was invited to the meeting.

Dean Jones was invited to the meeting.

Cara W Serra was invited to the meeting.

Corey Fortin was invited to the meeting.

Sage (Guest) was invited to the meeting.

Dan Fitz-Patrick 12/7/23 3:31 PM

DF

Dan Fitz-Patrick
Director of Planning & Project Development
Manatee County Port Authority
300 Tampa Bay Way, Suite 1
Palmetto, FL 34221
Direct: (941) 720-4714
dfitzpatrick@seaportmanatee.com
www.seaportmanatee.com

Paul Roberts was invited to the meeting.

Lance M. Williams was invited to the meeting.

Type a message

Paul Roberts was invited to the meeting.

Lance M. Williams was invited to the meeting.

Deputy Chief Eric Center was invited to the meeting.

Lt. Ray Moss - Manatee Sheriff Office (Guest) left the chat.

Deputy Chief Eric Center left the chat.

Paul Roberts left the chat.

Dean Jones left the chat.

Charlie Mopps left the chat.

Cara W Serra left the chat.

Sage (Guest) left the chat.

Corey Fortin left the chat.

Dan Fitz-Patrick left the chat.

Rebecca Desch left the chat.

Lance M. Williams left the chat.

Vuolo Jr, Ed left the chat.

12/7/23 3:45 PM Meeting ended: **30m 53s**

Type a message

AGENDA

Manatee County Local Mitigation Strategy

Thursday, March 16, 2023

3:30 PM – 5:00 PM

WebEx Call

415-655-0001 (External Users)

Participant Access Code:
2340 431 8075

Chairperson: Matthew Myers Vice-Chair:

1. Welcome and Introductions
2. Changes to the Agenda
3. Citizen Comments (*each person shall be limited to 3 minutes per item)
4. Vice-Chair Election
5. HMGP NOFO
6. New Business/Old Business
7. Open Discussion
8. Adjournment

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
VANESSA BAUGH *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 5/16/2023	**Time: 3:30 PM**	**Location: WebEx**	**Facilitator: Matthew Myers**
Matthew Myers	Amanda Rawley	Amy Cook	Hjalmar Pachas
Jessica Remiewicz	Joel Richmond	Tom Gerstenberger	Ray Moss
Charlie Mopps			

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chair, Matthew Myers at 3:30pm			
Introductions	Attendees introduced themselves and their affiliation with the LMS group.			
Changes to agenda	None			
Minutes	Motion Tom Gerstenberger, second Jessica Remiewicz, to approve meetings minutes of December 15, 2022. AYES = 9 NAYS = 0 ABSTAIN = 0 Motion Passed			
Citizen Comments	None			
Meeting agenda item **Vice-Chair Election**	Tom Gerstenberger nominated for Vice-Chair, voting: Ayes-9, Nays-0 Tom elected Vice-Chair			

HMGP NOFO	HMGP Notice of Funding Opportunity discussed with working group			
New/Old Business	None			
Open Discussion	• CRS Verification starting 2024 • Comp Plan heading to board • Board executing watershed masterplan through FDEM • Shadybrook ○ Having discussion with acting administrator • Discussing possibilities of buying out properties outside Samoset			
Next ¼ 'ly Meeting	June 15, 2023 3:30pm			
Adjourn	Motion Jessica Remiewicz, second Charlie Mopps, to adjourn meeting at 3:56 pm AYES = 9 NAYS = 0 ABSTAIN = 0 Motion Passed			

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 9/21/2023	**Time: 3:30 PM**	**Location: WebEx**	**Facilitator: Matthew Myers**
Matthew Myers	Hjalmar Pachas	Amy Cook	Charlie Mopps
Angie Speir	Kristen Lentz	Joel Richmond	Myra Prater
Carolyn Robinson-Tucer	Eric Center	Jessica Remiewicz	Cara Serra
Bradon Von	Tom Gerstenberger		

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chair, Matthew Myers at 3:30pm			
Introductions	Attendees introduced themselves and their affiliation with the LMS group.			
Changes to agenda	None			
Minutes	Motion Tom Gerstenberger, second Charlie Mopps, to approve meetings minutes of March 16, 2023. AYES = 14 NAYS = 0 ABSTAIN = 0 Motion Passed			
Citizen Comments	None			
Meeting agenda item **Review of LMS Scoring**	Reviewed the scoring criteria to submit projects for prioritization			

New/Old Business	None			
Open Discussion	• Discussion on Special Needs Generator • Wastewater Treatment Plan Generator discussion			
Next ¼ 'ly Meeting	December 7, 2023 3:30pm (moved due to holiday)			
Adjourn	Motion Jessica Remiewicz, second Charlie Mopps, to adjourn meeting at 3:49 pm AYES = 14 NAYS = 0 ABSTAIN = 0 Motion Passed			

AGENDA

Manatee County Local Mitigation Strategy MEETING

Wednesday, December 18th, 2024

2:30 PM – 3:30 PM

Manatee County Emergency Operations Center

2101 47th Terrace East, Bradenton

Chairperson: Joel Richmond **Vice-Chair:** Tom Gerstenberger

1. Welcome and Introductions
2. Changes of Agenda
3. September Meeting was cancelled due to multiple storms
4. Approval of Minutes – June 26th, 2024
5. Discussion
    a. Re-elect Vice Chair
    b. Introduce Ashley Plumstead – will be appointed chair at next meeting in 2025
    c. LMS Update Review – Ashley to take over/questions, concerns
    d. Municipality updates for 5-year plan
    e. Mitigation projects
6. New Business/Old Business
7. Citizen Comments
8. Open Discussion
9. Adjournment

AGENDA

Manatee County Local Mitigation Strategy

SPECIAL MEETING

Wednesday, February 21st, 2024

3:00 PM – 4:00 PM

Microsoft Teams Meeting

Meeting ID: 223 467 907 463
Passcode: C3iLVA

Download Teams | Join on the web

Or call in (audio only)

+1 863-583-5969,,404844079# United States, Lakeland

Phone Conference ID: 404 844 079#

Chairperson: Joel Richmond **Vice-Chair:** Tom Gerstenberger

1. Welcome and Introductions
2. Changes of Agenda
3. Approval of Minutes
4. Review of HMGP Funding
5. Review of Submitted Projects
6. Citizen Comments (*each person shall be limited to 3 minutes per item)
7. Open Discussion
8. Vote on Projects
9. Adjournment

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
RAY TURNER *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

AGENDA

Manatee County Local Mitigation Strategy

MEETING

Wednesday, June 26th, 2024

2:30 PM – 3:30 PM

Manatee County Emergency Operations Center

2101 47th Terrace East, Bradenton

Chairperson: Joel Richmond **Vice-Chair:** Tom Gerstenberger

1. Welcome and Introductions
2. Changes of Agenda
3. Approval of Minutes – March 27th, 2024
4. LMS 5 Year update – Sub-Committee reports
    a. Governance & Bylaws
    b. Goals & Objectives
    c. Data & Information
        i. THIRA
        ii. Census
5. New Business/Old Business
6. Citizen Comments (*each person shall be limited to 3 minutes per item)
7. Open Discussion
8. Adjournment

VACANT	AMANDA BALLARD	KEVIN VAN OSTENBRIDGE	MIKE RAHN	RAY TURNER	JASON BEARDEN	GEORGE W. KRUSE
District 1	*District 2*	*District 3*	*District 4*	*District 5*	*At Large*	*At Large*

AGENDA

Manatee County Local Mitigation Strategy MEETING

Wednesday, March 27th, 2024

3:00 PM – 4:00 PM

Microsoft Teams Meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 279 777 738 861
Passcode: 7LWakG

Download Teams | Join on the web

Or call in (audio only)

+1 863-583-5969,,598859765# United States, Lakeland

Phone Conference ID: 598 859 765#

Chairperson: Joel Richmond **Vice-Chair:** Tom Gerstenberger

1. Welcome and Introductions
2. Changes of Agenda
3. Approval of Minutes
4. Local Mitigation Strategy Plan 5-year Update
5. Working Groups
6. Citizen Comments (*each person shall be limited to 2 minutes per item)
7. Open Discussion
8. Adjournment

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
RAY TURNER *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

Sign in Sheet

LMS Quarterly Meeting

December 18, 2024 – 2:30PM

Name	Organization
DAWN JANI	City of Bradenton
Steve Spangler	City of Palmetto
Vera Hill	City of Palmetto
Brandon Martinez	City of Palmetto
JESSICA REMKIEWICZ	MANATEE COUNTY
Ray Moss	Manatee Sheriff's Office
JAMES CZUKLEWICZ	Public Safety
Ashley Rumstead	EM
Sarah Brown	CVS
IRVIN LEE	City of Bradenton
David Meiers	City of Bradenton
Robin Singer	COB
Michele Davis	Manatee County
Corey Fozio	COB
Hjalmar Peches	MC

Sign in Sheet

LMS Quarterly Meeting

June 26, 2024 – 2:30PM

Name	Organization
Jeremy Gridley	City of Bradenton
Sarah Brown	MCG - CVS
Ray Moss	MSO
Edward Vuolo	Florida Forest Service
Roger Ness	" "
Phillip E Waller	City of Bradenton (PD)
Eddie Kriso	MCG - Utilities
Matthew Myers	MCEM
Chris Rivett	MCG - Utilities
Scott MacDonell	BPD - City of Bradi
David Meiers	PIO - City of Bradenton
Amy Cook	MCG - BLDG DEPT - FLOOD
JESSICA REMKIEWICZ	MCG - BLDG DEPT - FLOOD
J. Nicholson	MCG - Public Safety
Jake Bibler	City of Palmetto
Lindsey Sherwood	City of Holmes Beach
Brian Norman	City of Bradenton - Public Works
Thomas Gerstenberger	PWESE-(
Greg DeLong	Bradenton
Hjalmar Baches	MC - PMD
Kimberly Mendez	MC - PMD

Sign in Sheet

LMS Quarterly Meeting

June 26, 2024 – 2:30PM

Name	Organization
ALEXANDER CRUZ	PROPERTY MGMT
Corey Fortin	City Administration
Chet Brown	M.C. Beach Patrol
Jodie Fiske	Public Safety

Sign in Sheet

LMS Quarterly Meeting

CITIZEN SIGN-IN

June 26, 2024 – 2:30PM

Name	Organization
Margaret Jackson	BayCare HomeCare
Tina Jackson	Starting Pointe Recovery
GLEN GIBELLINA	GADFLY EVT
Heather Fisher	Peace River Elec Coop
~~HOWIE~~	
Carey Fox	City of Bradenton
Robin Singer	COB PCD
Carol Fetts	CANDIDATE D1 Co. Commissioner

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 12/18/2024	**Time: 2:30pm**	**Location: Manatee County EOC**	**Facilitator: Joel Richmond**
Dawn Janj	Steve Spangler	Kera Hill	Brandon Martingen
Jessica Remkiewiez	Ray Moss	James Crutchfield	Ashley Plumstead
Sarah Brown	Irvin Lee	David Miers	Robin Singer
Michele Davis	Corey Fortin	Hjalmar Pachos	

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	Welcomed workgroup, introduced Ashley Plumstead to the group and her LMS update tasks			
Introductions	Group introductions			
Changes to agenda	No Changes			
Minutes	Motion was provided and seconded for approval of meetings minutes of AYES = 15 NAYS = 0 ABSTAIN = 0 Motion Passed			
Discussion	Re-elected Tom Gerstenberger as Vice Chair Discussed future mitigation funding processes and future project submissions			

	Discussed LMS update and requested info from group (Ashley Plumstead) Discussed on-going mitigation projects Discussed future projects and combining efforts will multiple agencies and municipalities Discussed Flood Plain Manager and Substantial Damage Estimates on going Discussed By-laws and voting regulations			
Citizen Comments	N/A			
Open Discussion	N/A			
Next Quarterly Meeting	March 2025 – Exact date TBD			
Adjourn	Motion and second to adjourn the meeting at 3:20PM AYES = 15 NAYS = 0 ABSTAIN = 0 Motion Passed			

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 2/21/2024	**Time: 3pm**	**Location: Teams Virtual**	**Facilitator: Joel Richmond**
Joel Richmond, Manatee County EM	Tom Gerstenberger, Manatee County PW	Matt Meyers, MCEM	Ray Moss, MSO
Cheryl Magnusson, MC Clerks	Hjalmar Pachas, MCPM	Jeremy Giddens, MCEM	Phill Reed, MCIT
Kim Sharkey, MCEM	Torry Kaufman, MCIT	Gintautas Zavadzkas, MCPM	Kalee Shaberts, LBK
Charlie Mopps, LBK	Paul Roberts, PRECO	Jamie Billingsly, LWR Medical	Meghan Blancher, TBRPC
Jake Bibler, COP	Myra Prater MCPW	Phaedra Dolan, MC Clerk	Corey Fortin, COB
Cara Serra, TBRPC	Sage Kamiya, COHB	Jessica REmkiewicz, MCDS	

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chair, Joel Richmond at 3PM.			
Introductions	Introductions were virtual and attendees were asked to sign in on chat page for tracking purposes. 23 attendees to meeting were present.			
Changes to agenda	No Changes			
Minutes	Motion was provided and seconded for approval of meetings minutes of December 7th, 2023. AYES = 13 NAYS = 0 ABSTAIN = 0 Motion Passed			
Review of HMGP Funding	Reviewed the HMGP funding notice of 3.8 million available for those selected project(s). Reviewed how the voting process would proceed with motion to pull projects and then voting.			
Review of Submitted Projects	Motion was provided and seconded to approve the current rankings of the most recently submitted projects.			

Citizen Comments	None			
Vote on Projects	Motion and second to pull City of Bradenton project for Lift Station # 8 Relocation, ranked 44. Voted 13-0 in favor of pulling. Motion and second to pull Longboat Key projects for the Manatee Bayview-Penfield (rank 34) and Manatee Village Design (rank 35). Voted 13-0 in favor of pulling. Motion and second to pull City of Bradenton Southwest Ward 5 Stormwater Improvement project, rank 41. Voted 13-0 in favor of pulling.			
Open Discussion	Tom Gerstenburger discussed the importance of proper documentation on all the relevant information on submitted projects.			
Next Quarterly Meeting	March 27th, 3pm			
Adjourn	Motion and second to adjourn the meeting at 1530 hrs. AYES = 13 NAYS = 0 ABSTAIN = 0 Motion Passed			

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 6/26/2024	**Time: 2:30pm**	**Location: Manatee County EOC**	**Facilitator: Joel Richmond**
Joel Richmond, Manatee County EM	Tom Gerstenberger, Manatee County PW	Jake Bibler	Ray Moss, MSO
Sarah Brown	Hjalmar Pachas, MCPM	Jeremy Giddens	Ed Vuolo
Kim Sharkey, MCEM	Roger Ness	Phillip Waller	Eddie Kriso
Matt Myers	Chris Rivett	Scott MacDonald	David Miers
Amy Cook	Jessica Remkiewicz	James Nicholson	Lindsey Sherwood
Brian Norman	Tom Gerstenberger	Greg Delong	Kim Mendez
Alexander Cruz	Corey Fortin	Chet Brown	Jodie Fiske
Margeret Jackson	Tina Jackson	Glen Gibellina	Heather Fisher
Robert Singer	Carol Felts		

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chair, Joel Richmond at 2:30PM.			
Introductions	Introductions of LMS chair, vice chair and Public Safety Leadership.			
Changes to agenda	No Changes			
Minutes	Motion was provided and seconded for approval of meetings minutes of March 27th, 2024. AYES = 33 NAYS = 0 ABSTAIN = 0 Motion Passed			
LMS 5 Year Update and Sub-Committee Reports	Discussed LMS Plan 5-year update status and did brief report outs on sub committee's in reference to: Goals & Objectives			

	Data & Info Governance Governance- SC reviewed bylaws and any pertinent changes to legal language, as no changes were detected the bylaws will remain unchanged at this time. Goals & Objectives – Tom G. reported that the cities have been communicating their updates and new language will need to be added for flood regulations. Jessica R. reported that they were updating language related to floodplain ordinances and any comp plan updates. Also, flood zones and evacuation zones have been updated since the last 5-year plan. Data & Info – The THIRA has been completed and Matt M. discussed the rankings of the risk analysis. Census info is being updated as well as the critical facilities list (Hjalmar and Shannon)			
Citizen Comments	Carol Phelps spoke about east county preparations and Ian assistance. Glen G. spoke about evacuation communication, county buildings and shelter options other than schools			
Open Discussion	Discussed the need for future SC workgroup meetings, determined it was not necessary – future correspondence and data required could be emailed. COB and LBK HMPG grant funded projects are progressing thru state coordination. No cites or other organizations had any new business to discuss.			
Next Quarterly Meeting	September 2024 – Exact date TBD			
Adjourn	Motion and second to adjourn the meeting at 3PM. AYES = 33 NAYS = 0			

	ABSTAIN = 0 Motion Passed			

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Quarterly LMS Meeting		
Date: 3/27/2024	**Time: 3pm**	**Location: Teams Virtual**	**Facilitator: Joel Richmond**
Joel Richmond, Manatee County EM	Tom Gerstenberger, Manatee County PW	Jeff Bowman	Ray Moss, MSO
Jake Bibler	Hjalmar Pachas, MCPM	Jeremy Giddens, MCEM	Kim Clayback
Kim Sharkey, MCEM	Roger Ness	Ed Vuolo	James McDevitt
Charlie Mopps, LBK	Myra Prater MCPW	Jamie Billingsly, LWR Medical	Meghan Blancher, TBRPC

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
Welcome	The meeting was called to order by Manatee County LMS Chair, Joel Richmond at 3PM.			
Introductions	Introductions were virtual and attendees were asked to sign in on chat page for tracking purposes.			
Changes to agenda	No Changes			
Minutes	Motion was provided and seconded for approval of meetings minutes of February 21st, 2024. AYES = 14 NAYS = 0 ABSTAIN = 0 Motion Passed			
LMS 5 Year Update	Discussed 5 year update deadlines and goals. The plan draft is due to turn into the state in March 2025, and due for final approval in September 2025. The Working Group will follow the same process as the last update and has formed 3 sub committess to focus on being: Goals and Objectives Data and Information			

	Governance			
Working Groups/Sub Committess	Three subcommittees were formed and the following members were assigned/joined with the option for more members to join at a later date if interested: **Goals & Objectives –** This group will review the current Goals and Objectives in the plan and also review with the partnering municipalities to identify and changes and/or edits that may be required or requested. • Joel Richmond, EM • Kim Sharkey, EM • Jeremy Giddens, EM • Tom Gerstenberger, PW **Data & Information –** This group will review the plan and update any pertinent information, data, and/or information as required. EM will update the THIRA and an update to the Critical Facilities List will be conducted as well. • Joel Richmond. EM • Hjalmar Pachas, PM • Kim Sharkey, EM • Jeremy Giddens, EM • Kim Clayback, City of Bradenton Governance – This group will review any legal legislation and/or bylaws associated with the LMS and provide input on any updates or changes requires. • Joel Richmond, EM • Ray Moss, MSO • Kim Sharkey, EM • Jeremy Giddens, EM Sub-committee meetings will be scheduled TBD as needed in between the regularly scheduled quarterly meetings to discuss and plan update processes. Notices will be sent out in the next several weeks.			

Citizen Comments	None			
Open Discussion	Discussed group member contact information updates and submittal of future projects, no projects were on the agenda for this meeting but will keep an open format for any future projects and rankings that are requested.			
Next Quarterly Meeting	June 19th, 3pm			
Adjourn	Motion and second to adjourn the meeting at 1530 hrs. AYES = 14 NAYS = 0 ABSTAIN = 0 Motion Passed			

Manatee County Public Safety Department

Dec 11, 2024 ·

GET INVOLVED:
Join us at the public meeting of the Manatee County Local Mitigation Strategy Working Group!... See more



1

Like Comment Send Share

RE: LMS Special Meeting: FDEM Hazard Mitigation Grant Program Notice of Funding Availability DR-4734 - Upda...



Joel Richmond

To WebCalendar; Tom Gerstenberger; ladent@smfr.com; amclerk@cityofannamaria.com; admin@parrishfd.org; amy@tbrpc.org; Jamie.Billingsley@lwrmc.com; lisa.boutote@lwrtownhall.com; jbowman@palmettofl.org; ibrownman@longboatkey.org; **+59 others**

Cc Sarah Brown; Kim Sharkey; Candy Kelly; Mark Stuckey; Phil Reed; Lance M. Williams; Rebecca Desch; Mark Patrick; Meghan Maraia Blancher; Torry Kauffman; Kevin Leonard; Darin Cushing; Susan Kulbersh; Kalee Shaberts; Kim Clayback; **+3 others**

Agenda 2-21-2024.pdf 174 KB	2024.02.14.LMS_Lift Station Portable Emergency Power.pdf 200 KB	2024.02.14.LMS_LS08 Reloc 782 KB
2024.02.14.LMS_LS21 Sanitary Pipe Lining.pdf 689 KB	2024.02.14.LMS_SW Ward 5 Stormwater Imp.pdf 3 MB	2024.02.14.LMS_25th Ave W 277 KB
2024.02.14.LMS_Bradenton East Storm Imp.pdf	LMS Group Initiative Worksheet Manatee Bayview-Penfield Idalia.pdf	LMS Group Initiative Worksh

Good morning LMS working group:

Attached are the most recent submissions and the current deferred projects list.
Please review and be prepared to agree or disagree with the submitted rankings for tomorrow's special meeting.
Furthermore, please be prepared to motion any projects your agency wants to be pulled for voting for the most recent HMGP Grant award of 3.8 million.
The top 3-5 projects will be forwarded for processing once voted upon.
Each agency/municipality will only have one vote each so please decide in advance who your representative will be.
Please let me know if you have any questions.

Thank you.

Joel Richmond, FPEM
Emergency Management Coordinator
Manatee County Emergency Management
Office 941-749-3500 ext. 1672
Cell 941-718-9010
Joel.Richmond@mymanatee.org

Manatee County Emergency Management
P.O. Box 1000
Bradenton, Florida 34206

LOCAL MITIGATION STRATEGY (LMS)

The Local Mitigation Strategy (LMS) is a multi-jurisdictional plan to reduce the identified hazards within a County.

The LMS planning process, which is updated every five years, is used to set short and long-term mitigation goals and objectives for the County. Hazards affecting the community are identified, vulnerability to the hazards are assessed, and through a collaborative effort, consensus is reached on how to minimize the effects of the hazards.

In order to be eligible for Hazard Mitigation Grant Program (HMGP) project grants, the County and Cities must have a federally approved mitigation plan. The Manatee County Local Mitigation Strategy is federally compliant, and was originally adopted in 1999 with updates in 2004, 2009, 2014, and 2019.

The LMS includes an Initiatives List that is regularly updated with identified and prioritized projects both funded and unfunded, that ultimately will improve the capabilities of personnel and equipment, as well as reduce the vulnerability of the residents of the Cities and the County. After a disaster, this list is also used to help prioritize HMGP projects. Some examples of proposed projects might include shuttering critical facilities, installation of back-up generators to critical facilities, stormwater mitigation projects to reduce flooding to roadways, public information campaigns, etc.

- Local Mitigation Strategy Plan 2019
- R-20-086
- FEMA Approval

The LMS Working Group includes members from the County, six municipalities of Manatee County, fire districts and sheriff's office. Unless otherwise indicated, quarterly LMS meetings are held at 3:30 p.m. on the 3rd Thursday of March, June, September and December with the location varying. An agenda is prepared in advance with consideration for additional agenda items upon request.

The next quarterly meeting will take place on Thursday, September 21, 2023, at 3:30 p.m. VIA Teams Meeting: 1-863-583-5969 Conference ID: 598 899 400#

VIEW AGENDA ONLINE

← Back to Calendar

LMS Special Meeting: FDEM Hazard Mitigation Grant Program Notice of Funding Availability DR-4734 - Update Agenda

Date And Time

21 February, 2024 3:00PM - 4:00PM

Location

Microsoft Teams Meeting

Description

Good morning LMS Workgroup members and interested citizens of Manatee County. We have scheduled a special meeting to discuss the FDEM Hazard Mitigation Grant Program Notice of Funding Availability DR-4734. The meeting will be a virtual Teams meeting (link below) and has been posted to the Public County calendar for those citizens that wish to participate outside of the working group. During this meeting, the workgroup will vote on which projects will be submitted for funding under this HMGP. Manatee is eligible for $3.8 million. Please forward this notice to anyone in your agency that may be interested in participating. ALL PROJECTS MUST BE SUBMITTED TO THE GROUP FOR SCORING NO LATER THAN 7 DAYS PRIOR TO THE MEETING DATE. [Mitigation Grants Notice Banner] MITIGATION NOTICE OF FUNDING AVAILABILITY HAZARD MITIGATION GRANT PROGRAM NOTICE OF FUNDING AVAILABILITY DR-4734 Hurricane Idalia The Florida Division of Emergency Management (FDEM) is pleased to announce that the Notice of Funding Availability (NOFA) for the Hazard Mitigation Grant Program (HMGP) for Hurricane Idalia DR-4734 has been published to the Florida Administrative Register and is available on our state HMGP page under the Hurricane Idalia tab. Grant: Hazard Mitigation Grant Program Disaster: DR-4734 Hurricane Idalia Deadline: April 30, 2024 at 11:59 PM (EDT) Submittal: DEMES Portal (digital submission) Contact: dem_hazardmitigationgrantprogram@em.myflorida.com The application deadline date for this disaster is April 30, 2024. If you are submitting via DEMES, application submissions are due by 11:59 p.m. (EDT) on the deadline date. Do note that FDEM must receive your DEMES access request by 5:00 p.m. (EDT) on the deadline date in order to meet the application deadline. If you choose to submit by mail or other carrier, applications are due to FDEM by 5:00 p.m. (EDT) on April 30, 2024. We look forward to working with you all. _____ Update your subscriptions, modify your password or email address, or stop subscriptions at any time on your Subscriber Preferences Page. You will need to use your email address to log in. If you have questions or problems with the subscription service, please visit subscriberhelp.govdelivery.com. This service is provided to you at no charge by the Florida Division of Emergency Management. _____ This email was sent to matthew.myers@mymanatee.org using GovDelivery Communications Cloud on behalf of: Florida Division of Emergency Management · 2555 Shumard Oak Boulevard · Tallahassee, FL 32399-2100 [GovDelivery logo] _____ Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 223 467 907 463 Passcode: C3iLVA Download Teams | Join on the web Or call in (audio only) +1 863-583-5969,,404844079# United States, Lakeland Phone Conference ID: 404 844 079# Find a local number | Reset PIN Learn More | Meeting options _____

Manatee County Public Safety Department

Jun 25, 2024 ·

GET INVOLVED:
Join us tomorrow at the public meeting of the Manatee County Local Mitigation Strategy... See more



Manatee County, Florida Government

Jun 11, 2024 ·

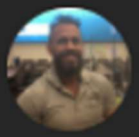
Manatee County Public Safety Department and Division of Emergency Management is seeking community participation in upcoming Loc... See more



17 6 shares

Like Send Share

FW: LMS Planning Meeting - 5 Year Update



Joel Richmond

Required EOC; WebCalendar; ecenter@chfr.org; Nancy.mccarty@centerstoneflorida.org; amclerk@cityofannamaria.com; ambo@cityofannama
lance.williams@bradentonFL.gov; wchabot@cityofbradentonbeach.com; jcosby@cityofbradentonbeach.com; DCushing@cityofbrade

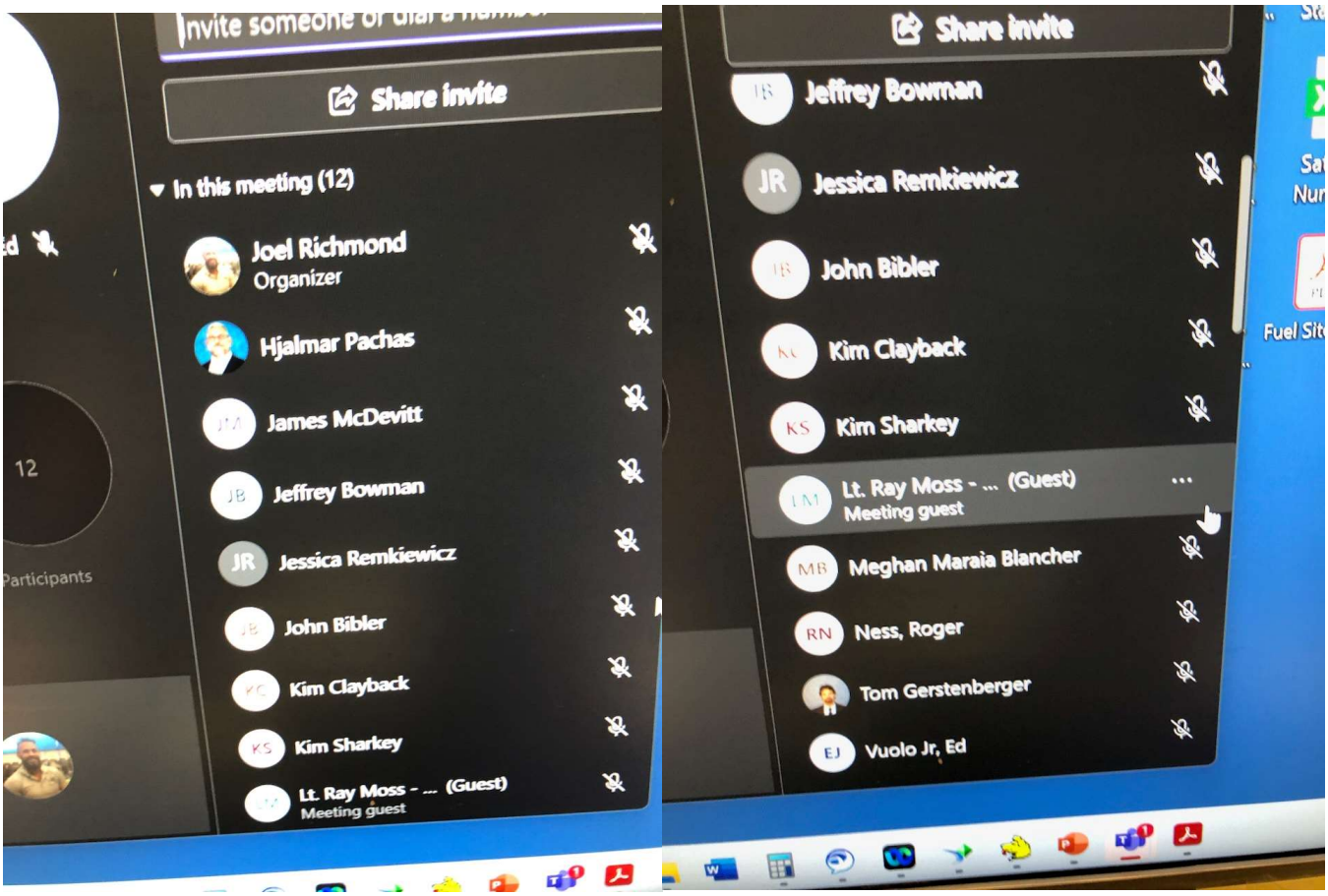
Optional Candy Kelly

As the meeting organizer, you do not need to respond to the meeting.

Wednesday, June 26, 2024 2:30 PM-4:00 PM EOC

-----Original Appointment-----
From: Joel Richmond
Sent: Tuesday, May 28, 2024 10:09 AM
To: Joel Richmond; ecenter@chfr.org; Nancy.mccarty@centerstoneflorida.org; amclerk@cityofannamaria.com; ambo@cityofannamaria.com; generalmanager@cityofannamaria.c
wchabot@cityofbradentonbeach.com; jcosby@cityofbradentonbeach.com; DCushing@cityofbradentonbeach.com; corsis@holmesbeachfl.org; skamiya@holmesbeachfl.org; chie
rimpson@palmettofl.org; stspangler@safebuilt.com; aonishenko@emfr.org; Ian.Ohlin@em.myflorida.com; Laura.Waterman@em.myflorida.com; edward.vuolojr@fdacs.gov; Jan
jamie.schindewolf@mymanatee.org; James McDevitt; William OShea; Jessica Remkiewicz; Kim Sharkey; dfitzpatrick@seaportmanatee.com; Hjalmar Pachas; Jodie Fiske; Jeremy G
Willie.calhoun@ManateeHousing.com; Brenda.lovett@ManateeHousing.com; wcolgate@mcr.health; khayes@mcr.health; thomas.porter@manateesheriff.com; Brian.Schnering@
Shay.Kumm@srq-airport.com; jeff.sasada@flysrq.com; Mark.Stuckey@srq-airport.com; damicop@manateeschools.net; pendleym@manateeschools.net; ladent@smfr.com; amy(
Cc: Candy Kelly
Subject: LMS Planning Meeting - 5 Year Update
When: Wednesday, June 26, 2024 2:30 PM-4:00 PM (UTC-05:00) Eastern Time (US & Canada).
Where: EOC

Good morning:
This LMS meeting will be in person at the Emergency Operations Center at the Public Safety Center.
2101 47th Terrace East Bradenton, 34203.
We will be discussing the 5-year update, sub committee feedback and public cooperation.



EMERGENCY MANAGEMENT

- Hazard Mitigation

HAZARD MITIGATION

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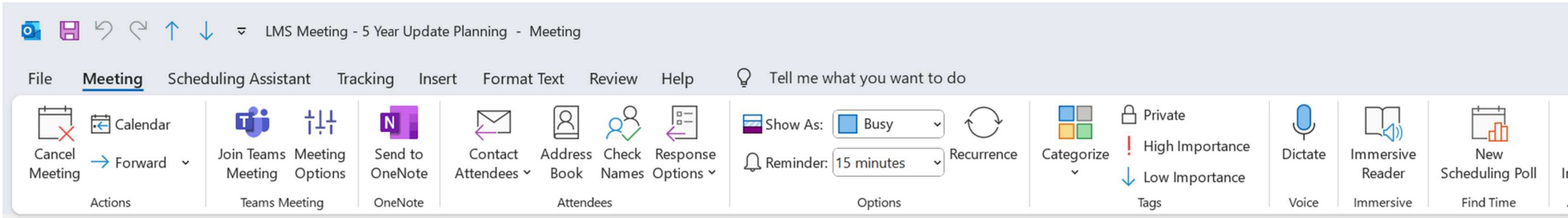
The LMS includes an Initiatives List that is regularly updated with identified and prioritized projects both funded and unfunded, that ultimately will improve the capabilities of personnel and equipment, as well as reduce the vulnerability of the residents of the Cities and the County. After a disaster, this list is also used to help prioritize HMGP projects. Some examples of proposed projects might include shuttering critical facilities, installation of back-up generators to critical facilities, stormwater mitigation projects to reduce flooding to roadways, public information campaigns, etc.

- Local Mitigation Strategy Plan 2019
- R-20-086
- FEMA Approval

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The next meeting will be a special meeting on Wednesday, March 27, 2024, at 3:00 p.m. via Teams Meeting: 1-863-583-5969 Conference ID: 598 859 765#

VIEW AGENDA ONLINE



This email message will be sent to about 91 recipients.

William OShea : Automatic reply: " I am out of the office on extended leave. Please do not leave an email in this inbox, as no one will be monitoring it during my absence. For immediate attention, please email Charles Andrews at charles.andrews@mymanatee.org."

No responses have been received for this meeting.
This appointment conflicts with another one on your calendar.

Send Update

Title: LMS Meeting - 5 Year Update Planning

Required: Joel Richmond; Tom Gerstenberger; ladent@smfr.com; amclerk@cityofannamaria.com; admin@parrishfd.org; jbibler@palmettofl.org; amy@tbrpc.org; Jamie.Billingsley@lwrmc.com; lisa.bo
Sarah Brown; ibrownman@longboatkey.org; Willie.calhoun@ManateeHousing.com; jcallihan@palmettofl.org; **Email Migration Project Team**; mary.camp@mymanatee.org; ecenter@chfr.org;

Optional:

Start time: Wed 3/27/2024 3:00 PM — All day — Time zones

End time: Wed 3/27/2024 4:00 PM — Make Recurring

Location: Microsoft Teams Meeting

LMS Meeting Minutes 2.21.24.pdf 141 KB

Agenda 3.27.2024.pdf 183 KB

2023 LMS Update Manual.pdf 33 MB

Man 178

CRS Manatee County Documentation Review 12.13.2023.docx 692 KB

Good afternoon LMS Workgroup Members. The March LMS meeting will be discussing the 5-year update planning process.

I have attached copies of the current plan, the Document Review Tool, the Florida Division of Emergency Management (FDEM) Update Manual, the current bylaws, and a notes summary of the Update Manual. I've also attached a copy of the agenda and the February Special Meeting minutes for review.

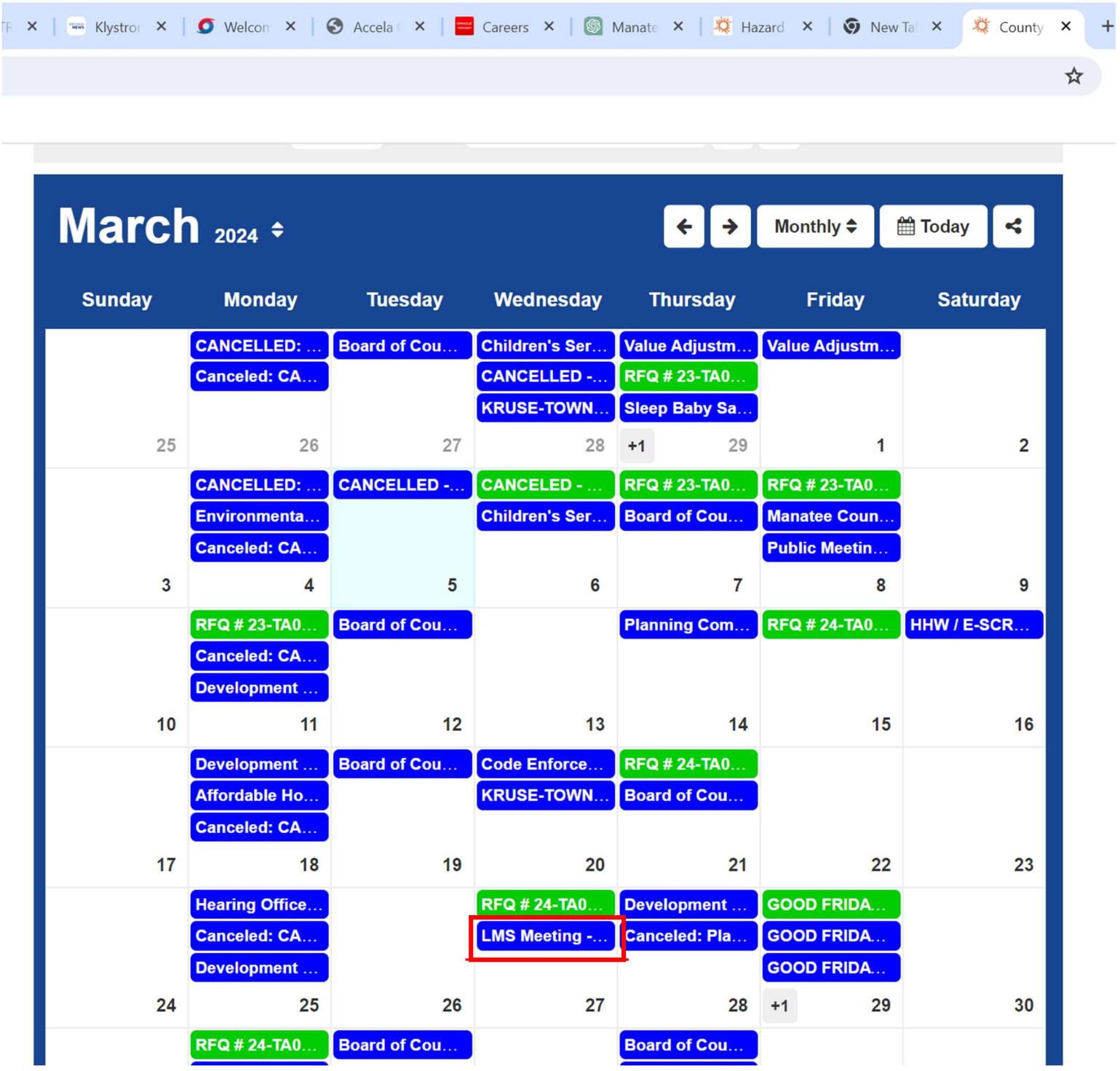
This meeting will mark the one-year process of seeking data and input from the workgroup members and the public to provide insight and expertise as needed and apply those changes to the update.

For this meeting and the process going forward this next year, we will be forming 3 sub-committees to focus on:

1. Goals and Objectives
2. Data and information updates
3. Governance Updates

The sub-committees should have 3-4 members, with each having a specialized area of expertise. The sub-groups may need to meet more frequently then the scheduled LMS meetings and will forward their findings to

In Shared Folder Calendar - joel.richmond@mymanatee.org


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March 2024
Monthly
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AGENDA

Manatee County Local Mitigation Strategy

SPECIAL MEETING

Wednesday, March 5th, 2025

2:30 PM – 3:00 PM

Teams Meeting

Chairperson: Joel Richmond **Vice-Chair:** Tom Gerstenberger

1. Discussion
    a. Funding Update HMGP
    b. Elevate Florida Allocation
2. Citizen Comments
3. Adjournment

Local Mitigation Strategy (LMS) Meeting

Meeting Goal	Special LMS Meeting – Elevate Florida		
Date: 02/25/2025	**Time: 02:30pm**	**Location: Teams**	**Facilitator: Joel Richmond**
(Sign-In from Teams screenshot of meeting participants)			

Topic	Discussion	Actions and Tasks	Staff Responsible	Due
HMGP	Estimated allocated funds from 2024 Helen and Milton			
Elevate Florida	What it is, allocating HMGP % for residential and business mitigation Motion and second to allocate 20% of Helene and 20% of Milton funding to Elevate Florida AYES = 14 NAYS = 0 ABSTAIN = 0 Motion Passed			
Changes to agenda	No Changes			
Citizen Comments	N/A			

Next Quarterly Meeting	March 19, 2025			
Adjourn	Motion and second to adjourn the meeting at 2:55PM AYES = 17 NAYS = 0 ABSTAIN = 0 Motion Passed			

AGENDA

Manatee County Local Mitigation Strategy MEETING

Wednesday, March 19th, 2025

2:30 PM – 3:30 PM

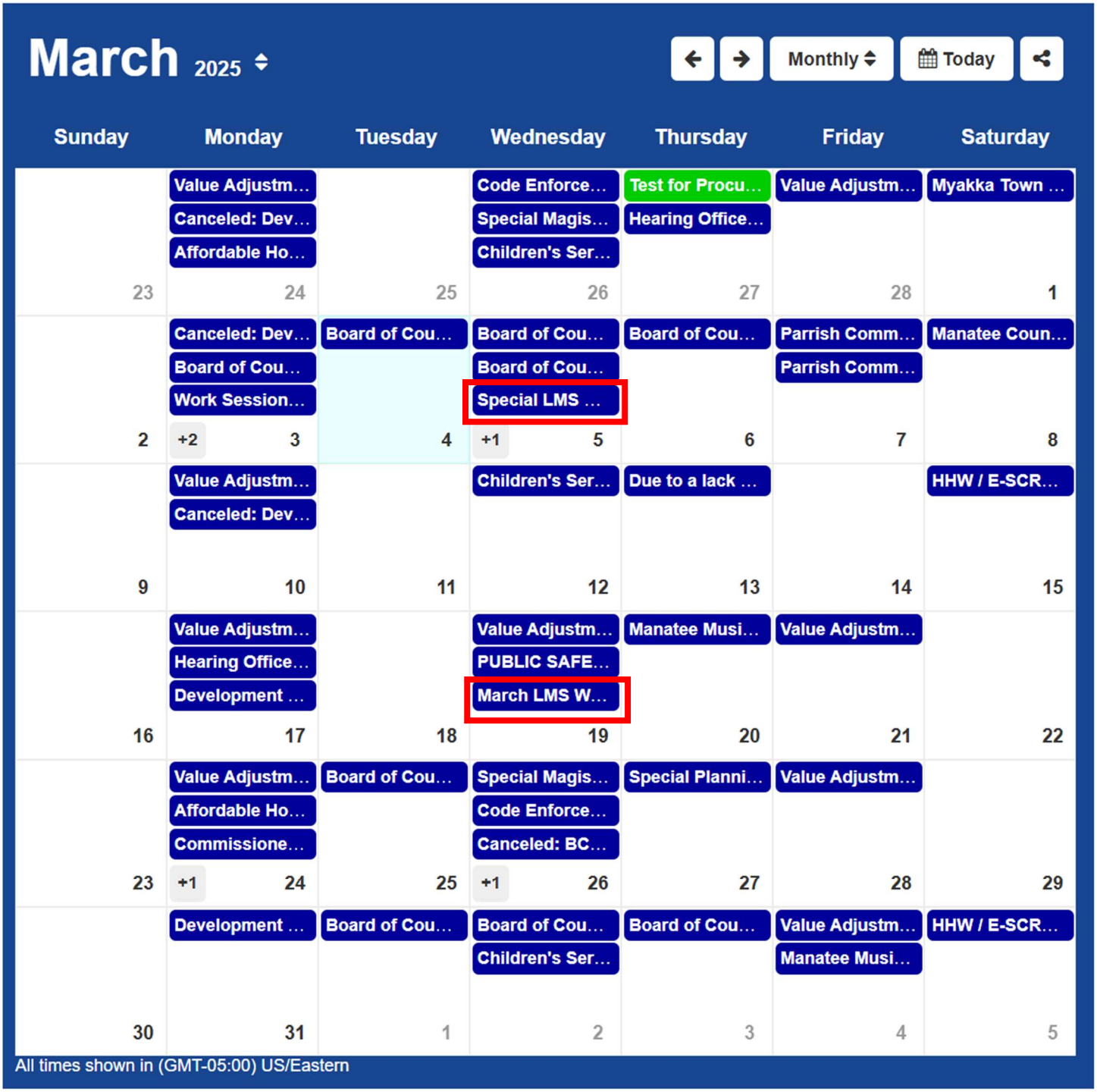
Manatee County Emergency Operations Center

2101 47th Terrace East, Bradenton

Chairperson: Joel Richmond **Vice-Chair:** Tom Gerstenberger

1. Welcome and Introductions
2. Changes of Agenda
3. December Meetings to be held 2nd Wed to account for holidays going forward
4. Approval of Minutes – December 18, 2024
5. Approval of Minutes – March 05, 2025 Special Meeting
6. Discussion
    a. Funding Update
    b. LMS Update Review – Ashley to take over/questions, concerns
    c. Mitigation projects – New Submissions
7. New Business/Old Business
8. Citizen Comments
9. Open Discussion
10. Adjournment

Local Mitigation Strategy (LMS) Meeting			
Meeting Goal	Quarterly LMS Meeting		
Date: 03/19/2025	**Time: 2:30pm**	**Location: Manatee County EOC**	**Facilitator: Joel Richmond**
View Sign-In Sheet for Attendees			
Topic	**Discussion**		
Welcome & Introductions	Welcome workgroup & introductions		
Changes to agenda	None		
Change to Dec Quarterly Meeting	No Objection to having December LMS Quarterly on 2nd Wed instead of 3rd Wed.		
Minutes	No Objection to Dec Quarterly 12.18.24 and Special Meeting 3.5.25 minutes.		
Discussion	• Discussed mitigation project process, funding, and deadlines of 3 current DR's. • Discussed LMS update (Ashley Plumstead) and provided copies of LMS sections to Workgroup to review. • Discussed on-going mitigation projects. • Discussed future projects and combining efforts will multiple agencies and municipalities. • Discussed By-laws and voting regulations, transitions from Motions to No Objection. • No Objections to 21 City of Holmes Beach projects to be added to LMS initiatives. • No Objections to 1 Manatee County Stormwater project to be added to LMS initiatives. • No Objections to 5 Town of Longboat Key projects to be added to LMS initiatives. • No Objections to 1 City of Bradenton project to be added to LMS initiatives.		
Citizen Comments	N/A		
Open Discussion	N/A		
Next Quarterly Meeting	June 2025 – Exact date TBD		
Adjourn	No Objection to Adjourn meeting at 3:35pm		


March 2025
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Board of Cou…
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Value Adjustm…
Manatee Musi…
HHW / E-SCR…
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31
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5
All times shown in (GMT-05:00) US/Eastern

Special LMS Meeting

Date And Time

05 March, 2025 2:30PM - 3:00PM

Location

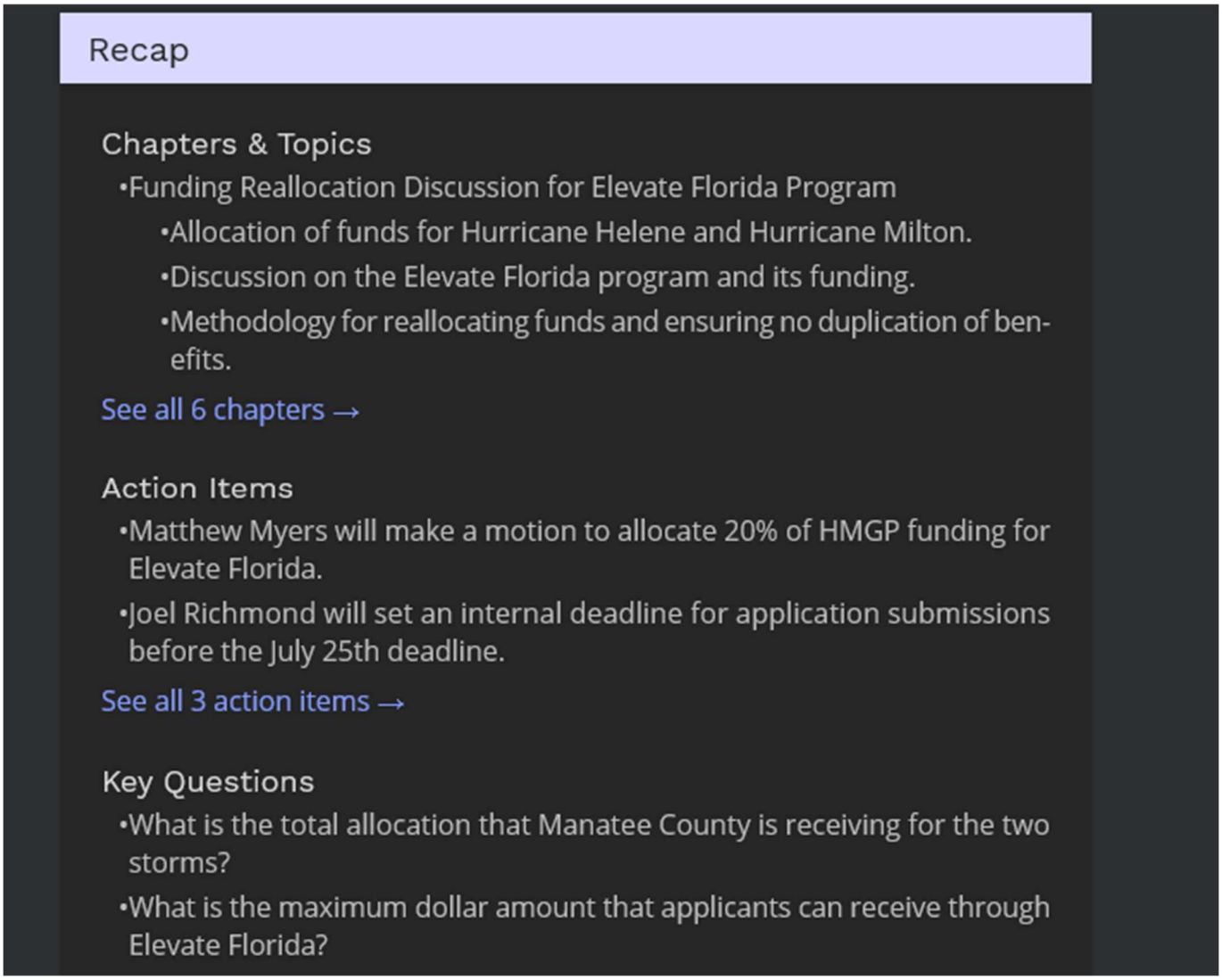
Microsoft Teams Meeting

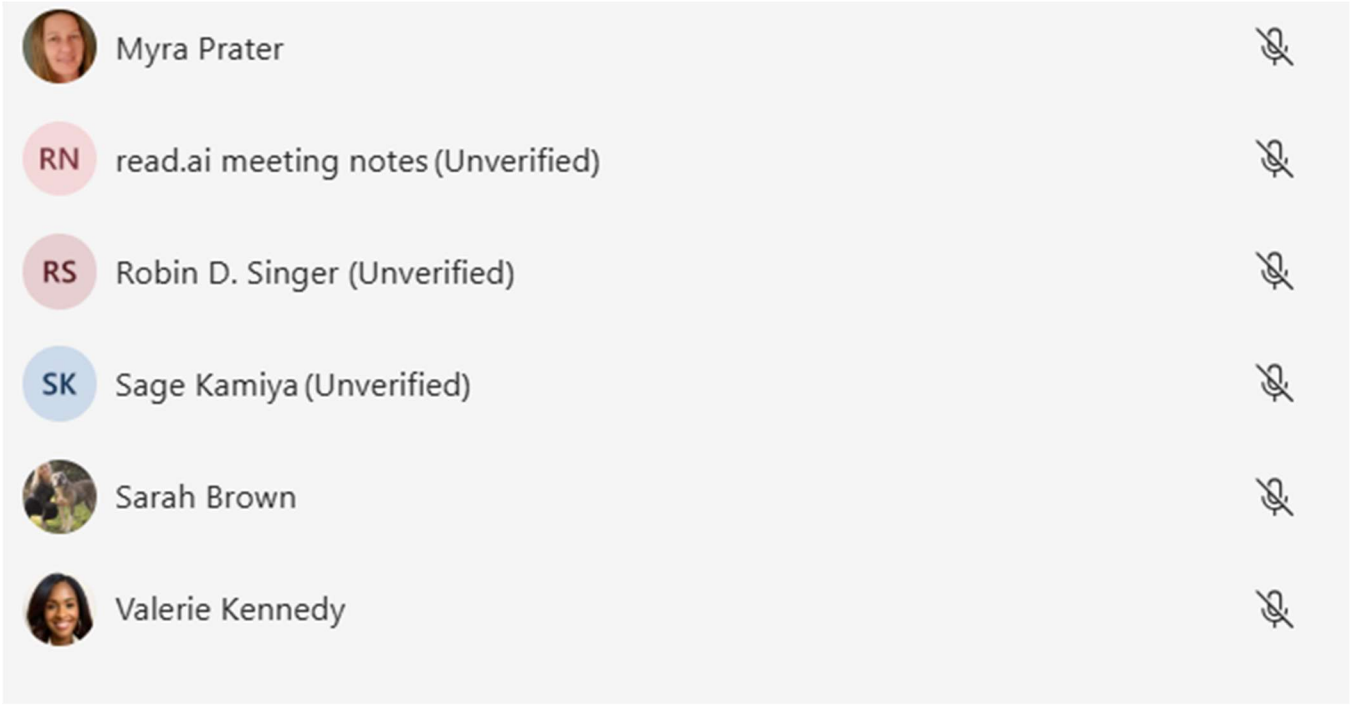
Description

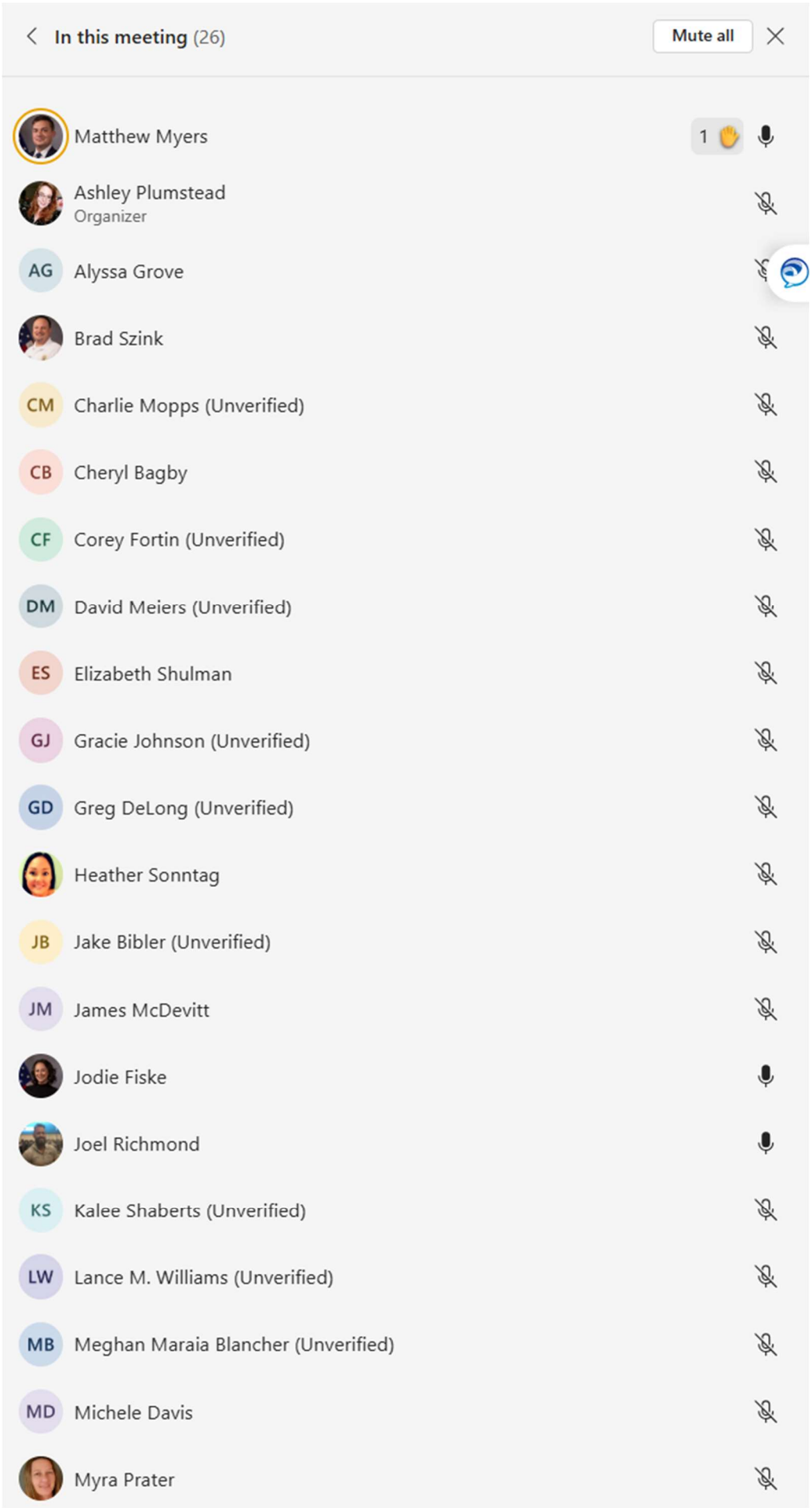
-----Original Appointment----- From: Ashley Plumstead Sent: Thursday, February 20, 2025 9:58 AM To: Ashley Plumstead; WebCalendar; ecenter@chfr.org; Nancy.mccarty@centerstoneflorida.org; amclerk@cityofannamaria.com; ambo@cityofannamaria.com; generalmanager@cityofannamaria.com; kim.clayback@bradentonFL.gov; corey.fortin@bradentonFL.gov; lance.williams@bradentonFL.gov; Rebecca.Desch@bradentonfl.gov; Jeremy.Giddens@bradentonpd.com; Robin.Singer@bradentonfl.gov; Greg.DeLong@bradentonfl.gov; Irvin.Lee@bradentonfl.gov; David.Meiers@bradentonfl.gov; brian.norman@bradentonfl.gov; wchabot@cityofbradentonbeach.com; jcosby@cityofbradentonbeach.com; whudson@cityofbradentonbeach.com; corsis@holmesbeachfl.org; skamiya@holmesbeachfl.org; chief@holmesbeach.org; jbibler@palmettofl.org; jbowman@palmettofl.org; khill@palmettofl.org; gjohnson@palmettofl.org; bmartingano@palmettofl.org; ksexton@palmettofl.org; rsimpson@palmettofl.org; sspangler@palmettofl.org; Ian.Ohlin@em.myflorida.com; Laura.Waterman@em.myflorida.com; edward.vuolojr@fdacs.gov; Jamie.Billingsley@lwrmc.com; lisa.boutote@lwrtownhall.com; Cheryl Magnusson; phaedra.dolan@manateeclerk.com; Sarah Brown; mary.camp@mymanatee.org; jamie.schindewolf@mymanatee.org; Valerie Kennedy; James McDevitt; Bill.oshea@mymanatee.org; Jessica Remkiewicz; Michele Davis; dfitzpatrick@seaportmanatee.com; Drew Richardson; Hjalmar Pachas; James Crutchfield; Jodie Fiske; Matthew Myers; Joel Richmond; Heather Sonntag; Brad Szink; Tom Gerstenberger; Myra Prater; Anthony Russo; rabun.moss@manateesheriff.com; thomas.porter@manateesheriff.com; Brian.Schnering@manateesheriff.com; Amanda ShawverKarnitz; Willie.calhoun@ManateeHousing.com; Brenda.lovett@ManateeHousing.com; wcolgate@mcr.health; khayes@mcr.health; Mariel@taxcollector.com; millera@nrfd.org; admin@nrfd.org; admin@parrishfd.org; paul.roberts@preco.coop; Diane.drakulich@srq-airport.com; Shay.Kumm@srq-airport.com; jeff.sasada@flysrq.com; Mark.Stuckey@srq-airport.com; damicop@manateeschools.net; pendleym@manateeschools.net; ladent@smfr.com; amy@tbrpc.org; cara@tbrpc.org; ibrownman@longboatkey.org; cmopps@longboatkey.org; aparsons@longboatkey.org; pfige@longboatkey.org; Ben Rigney; cliatttt@gmail.com; Meghan Maraia Blancher Cc: Alyssa Grove; Elizabeth Shulman; Mark Stuckey; Cheryl Bagby; Kalee Shaberts; Rachel Layton Subject: Special LMS Meeting When: Wednesday, March 5, 2025 2:30 PM-3:00 PM (UTC-05:00) Eastern Time (US & Canada). Where: Microsoft Teams Meeting This meeting is to discuss the State's request to allocate any or no HMGP funding from 2024 season to the Elevate Florida program – which will help our residents raise their elevation on individual properties. Please see attached Elevate Florida information & estimated HMGP funding allocations for all 3 storms. Below is from FDEM about Elevate Florida allocation: Good afternoon LMS Work Groups, The HMGP 30-day Estimate County Allocations have been finalized for Helene and Milton (see attached). As discussed previously, the Elevate Florida statewide residential mitigation program will allow you to reallocate from your county's HMGP regular project allocation(s) to dedicate specifically for your residents in Elevate Florida. If you do reallocate funds to Elevate Florida, we are guaranteeing those funds will be used on your county's applicants and will be drafting an MOU for review and execution. As this is the 30-day estimate, we expect that the allocations may increase or decrease at the 6-month estimate and 12-month lock-in. We are asking you determine a percentage you are willing to reallocate that will also increase or decrease accordingly. Action Required: Please respond to this email no later than March 7, 2025, and indicate the percent of funds (per disaster) you would like to reallocate. If your Work Group does not want to reallocate funds, please state so. We are requiring a response from all counties that have an allocation for either disaster. If you need more time to convene an LMS meeting, please let us know. To help with decision making, please see the tables below for the current applications submitted for your counties. Note, the application portal has only been open for a little over one week and the numbers are steadily growing each day. If you do decide to reallocate funds, our team will look at appropriate targeted outreach in your county to be able to utilize the amount reallocated. If you have any questions, please respond to all copied on this email. Unique Applications Received by County as of 1900 on 2/18/2025 County Total Count by County Wind Mitigation Acquisition and Demoliton Structure Elevation Mitigation Reconstruction Alachua County 3 0 0 2 1 Brevard County 3 2 0 1 0 Broward County 71 51 0 16 4 Charlotte County 157 27 1 106 23 Citrus County 139 5 1 89 44 Collier County 37 2 0 28 7 Columbia County 3 2 0 1 0 DeSoto County 8 1 0 6 1 Dixie County 77 0 1 31 45 Duval County 9 7 0 2 0 Escambia County 3 1 0 1 1 Flagler County 11 0 0 8 3 Franklin County 1 0 0 1 0 Hernando County 56 5 2 32 17 Hillsborough County 148 8 0 77 63 Indian River County 3 1 0 1 1 Lake County 1 1 0 0 0 Lee County 507 32 4 416 55 Leon County 3 3 0 0 0 Levy County 21 0 1 14 6 Manatee County 74 2 0 52 20 Martin County 1 1 0 0 0 Miami-Dade County 5 2 0 2 1 Monroe County 17 1 0 10 6 Nassau County 1 0 0 1 0 Okaloosa County 2 1 0 1 0 Orange County 11 4 0 5 2 Osceola County 3 2 0 1 0 Palm Beach County 6 4 0 2 0 Pasco County 156 4 3 103 46 Pinellas County 1,343 44 9 814 476 Polk County 6 2 1 2 1 Santa Rosa County 8 5 1 2 0 Sarasota County 85 8 0 51 26 Seminole County 10 4 0 4 2 St. Johns County 2 0 0 2 0 St. Lucie County 6 3 0 2 1 Suwannee County 1 0 0 1 0 Taylor County 19 1 0 9 9 Volusia County 123 17 9 73 24 Wakulla County 1 0 0 1 0 Statewide Total 3,141 253 33 1,970 885 Thank you, [Logo Description automatically generated] Kristin Lentz | Deputy Bureau Chief Bureau of Mitigation Florida Division of Emergency Management Cell: (850) 273-2950 Kristin.Lentz@em.myflorida.com

_____ Microsoft Teams Need help? Join the meeting now Meeting ID: 255 231 815 242 Passcode: rH7qj6Gm _____ Dial in by phone +1 863-583-5969,,4685719# United States, Lakeland Find a local number Phone conference ID: 468 571 9# For organizers: Meeting options | Reset dial-in PIN

_____


Recap
Chapters & Topics
•Funding Reallocation Discussion for Elevate Florida Program
•Allocation of funds for Hurricane Helene and Hurricane Milton.
•Discussion on the Elevate Florida program and its funding.
•Methodology for reallocating funds and ensuring no duplication of benefits.
See all 6 chapters →
Action Items
•Matthew Myers will make a motion to allocate 20% of HMGP funding for Elevate Florida.
•Joel Richmond will set an internal deadline for application submissions before the July 25th deadline.
See all 3 action items →
Key Questions
•What is the total allocation that Manatee County is receiving for the two storms?
•What is the maximum dollar amount that applicants can receive through Elevate Florida?


Myra Prater
RN
read.ai meeting notes (Unverified)
RS
Robin D. Singer (Unverified)
SK
Sage Kamiya (Unverified)
Sarah Brown
Valerie Kennedy


In this meeting (26)
Mute all
Matthew Myers
1
Ashley Plumstead
Organizer
AG
Alyssa Grove
Brad Szink
CM
Charlie Mopps (Unverified)
CB
Cheryl Bagby
CF
Corey Fortin (Unverified)
DM
David Meiers (Unverified)
ES
Elizabeth Shulman
GJ
Gracie Johnson (Unverified)
GD
Greg DeLong (Unverified)
Heather Sonntag
JB
Jake Bibler (Unverified)
JM
James McDevitt
Jodie Fiske
Joel Richmond
KS
Kalee Shaberts (Unverified)
LW
Lance M. Williams (Unverified)
MB
Meghan Maraia Blancher (Unverified)
MD
Michele Davis
Myra Prater

March LMS Workgroup Meeting

Date And Time

19 March, 2025 2:30PM - 3:30PM

Location

EOC

Description

-----Original Appointment----- From: Ashley Plumstead > Sent: Thursday, March 6, 2025 8:34 AM To: Ashley Plumstead; ecenter@chfr.org; Nancy.mccarty@centerstoneflorida.org; amclerk@cityofannamaria.com; ambo@cityofannamaria.com; generalmanager@cityofannamaria.com; kim.clayback@bradentonFL.gov; corey.fortin@bradentonFL.gov; lance.williams@bradentonFL.gov; Rebecca.Desch@bradentonfl.gov; Jeremy.Giddens@bradentonpd.com; Robin.Singer@bradentonfl.gov; Greg.DeLong@bradentonfl.gov; Irvin.Lee@bradentonfl.gov; David.Meiers@bradentonfl.gov; brian.norman@bradentonfl.gov; wchabot@cityofbradentonbeach.com; jcosby@cityofbradentonbeach.com; whudson@cityofbradentonbeach.com; corsis@holmesbeachfl.org; skamiya@holmesbeachfl.org; chief@holmesbeach.org; jbibler@palmettofl.org; jbowman@palmettofl.org; khill@palmettofl.org; gjohnson@palmettofl.org; bmartingano@palmettofl.org; ksexton@palmettofl.org; rsimpson@palmettofl.org; sspangler@palmettofl.org; Ian.Ohlin@em.myflorida.com; Laura.Waterman@em.myflorida.com; edward.vuolojr@fdacs.gov; Jamie.Billingsley@lwrmc.com; lisa.boutote@lwrtownhall.com; Cheryl Magnusson; phaedra.dolan@manateeclerk.com; Sarah Brown; Mary Camp; Jamie Schindewolf; Valerie Kennedy; James McDevitt; William OShea; Michele Davis; dfitzpatrick@seaportmanatee.com; Drew Richardson; Hjalmar Pachas; James Crutchfield; Jodie Fiske; Matthew Myers; Joel Richmond; Ashley Plumstead; Heather Sonntag; Brad Szink; Tom Gerstenberger; Myra Prater; Anthony Russo; rabun.moss@manateesheriff.com; thomas.porter@manateesheriff.com; Brian.Schnering@manateesheriff.com; Amanda ShawverKarnitz; Willie.calhoun@ManateeHousing.com; Brenda.lovett@ManateeHousing.com; wcolgate@mcr.health; khayes@mcr.health; Mariel@taxcollector.com; millera@nrfd.org; admin@nrfd.org; admin@parrishfd.org; paul.roberts@preco.coop; Shay.Kumm@srq-airport.com; jeff.sasada@flysrq.com; Mark.Stuckey@srq-airport.com; damicop@manateeschools.net; pendleym@manateeschools.net; ladent@smfr.com; meghan@tbrpc.org; amy@tbrpc.org; cara@tbrpc.org; ibrownman@longboatkey.org; cmopps@longboatkey.org; aparsons@longboatkey.org; kshaberts@longboatkey.org; pfige@longboatkey.org; Ben Rigney; cliatttt@gmail.com Subject: March LMS Workgroup Meeting When: Wednesday, March 19, 2025 2:30 PM-3:30 PM (UTC-05:00) Eastern Time (US & Canada). Where: EOC Manatee County Emergency Operations Center 2101 47th Terrace East, Bradenton Please join us for the March Local Mitigation Strategy Workgroup Meeting. See attached Agenda and past meeting minutes. The 2024 LMS Draft is live for Public Comment on March 3rd – please reference www.mymanatee.org/hazard to review it ahead of time. HMGP Funding for last season will soon be available – please submit scored projects to joel.richmond@mymanatee.org & bring them to the Meeting. (see attached worksheet & instructions)

Manatee County Public Safety Department
Published by Drew Winchester
· March 10 at 9:30 AM ·

🚨 Help Shape Manatee County's Future: Join the LMS Working Group Meeting on March 19th! 🚨

Join us at the public meeting of the Manatee County Local Mitigation Strategy Working Group!

The LMS workgroup plays a vital role in proposing projects and identifying funding sources for mitigation activities. By completing these projects, we can minimize environmental impacts, save lives, and reduce the economic costs of disasters.

🗓️ Date: Wednesday, March 19, 2025
🕰️ Time: 2:30 - 3:30 PM
📍 Location: Manatee County Emergency Operations Center, 2101 47th Terrace East, Bradenton, FL 34203

We invite the public to attend and provide input during the meeting. Mark your calendars and join us in shaping a safer, more resilient future for Manatee County. We look forward to your participation!
For more information, visit mymanatee.org/hazard



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Manatee County Public Safety Department
Published by Drew Winchester
· 3h ·

🚨 REMINDER: Help Shape Manatee County's Future: Join the LMS Working Group Meeting on March 19th! 🚨

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For more information, visit mymanatee.org/hazard



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1 share

Like Comment Send Share

Member Sign-in Sheet
Local Mitigation Strategy Working Group
March 19, 2025

Name	Agency	E-Mail / Phone Number
Scott MacDonald	CoB – Bradenton P.D.	Scott.MacDonald@Bradentonpd.com 941-877-4510
SAGE KAMIYA	Holmes Beach	skamiya@holmesbeachfl.org 941-201-5924
Kalee Shaberts	Longboat Key	kshaberts@longboatkey.org
Jennifer Fehrs	Longboat Key	jfehrs@longboatkey.org
Valerie Kennedy	Manatee County Flood Dept	valerie.kennedy@mymanatee.org
IRVIN LEE	CoB - PWY	irvin.lee@bradentonfl.gov
KIM CLAYBACK		kim.clayback@bradentonFL.gov
BRIAN Norman		
Anne Ross	LWR SD	anne.ross@lwrsd.org
Mike Blackrick	LWR Dev.	Mike.Blackrick@Lakewoodranch.com
Jake Bibler	City of Palmetto	jbibler@palmettofl.org
Alyssa Grove	Manatee County	alyssa.grove@mymanatee.org
Charles Mapps	Longboat Key	cmapps@longboatkey.org
Robin Singer	COB PCD	robin.singer@bradentonfl.gov
Corey Fortin	CoB	Corey.fortin@bradentonfl.gov
Lance Williams	CB	lance.williams@Bradentonfl.gov
Sarah Brown	MCG - CVS	sarah.brown@mymanatee.org
Michele Davis	MCG - Grants	michele.davis@mymanatee.org
David Meiers	CoB - Comms	David.Meiers@bradentonfl.gov

Member Sign-in Sheet
Local Mitigation Strategy Working Group
March 19, 2025

Name	Agency	E-Mail / Phone Number
Myra Prater	M.C. Public Works	myra.prater@mymanatee.org
Tony Smithson	Peace River electric cooperative	Tony.Smithson@Preco.coop

Citizens Sign-in Sheet

Local Mitigation Strategy Workgroup Meeting

March 19, 2025 / 2:30 p.m.

*Please be sure to clearly print information below.

NAME	EMAIL	PHONE	SIGNATURE
Meghan Blancher	meghanb@tbrpc.org	571-205-4026	MBlancher

Manatee County Public Safety Department
Published by Drew Winchester
· March 4 at 8:50 AM ·

🚨 WE NEED YOUR HELP! 🚨

We know how important it is to keep our community safe, and we can't do it without you! Your feedback is crucial in shaping the Local Mitigation Strategy (LMS) — a plan designed to reduce or eliminate risks from manmade and natural hazards. 🌪️⚠️

The LMS needs to be updated every 5 years to stay compliant with Federal Emergency Management Agency (FEMA) standards. Without an approved LMS, Manatee County and its municipalities won't be able to apply for FEMA grants to fund critical mitigation projects that protect us all. 🌪️🏡

This is your chance to make a difference! Your voice matters in ensuring our community is prepared and resilient. Public comment is open through March 21.
📝 Take a moment to provide your input and help us secure the funding we need to protect Manatee County. Together, we can build a more resilient Manatee County! 💪

✅ How to get involved:
- Share your thoughts by attending the upcoming meeting or submitting feedback online.
- Help us create a safer future for everyone in our community.

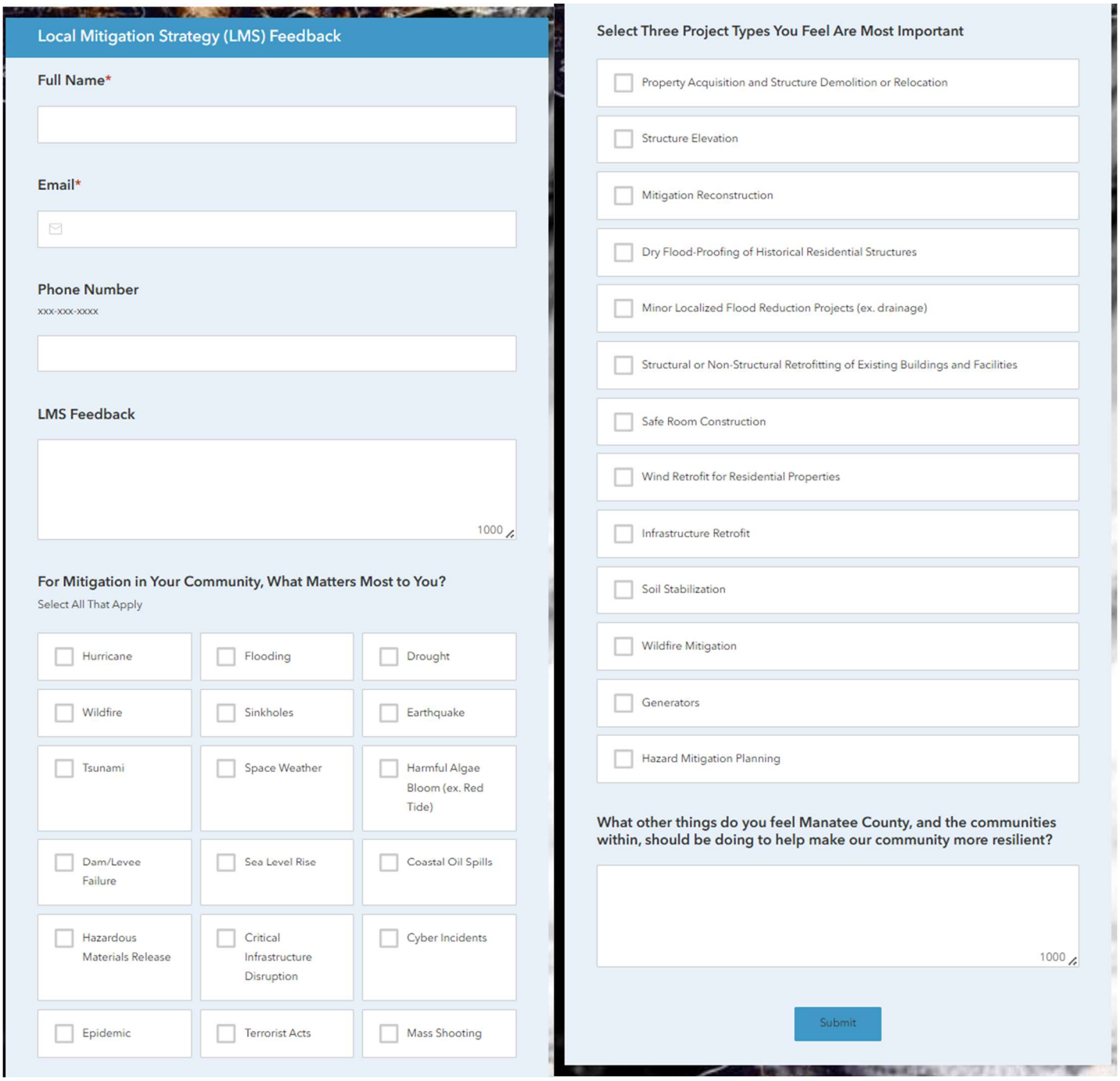
To provide feedback visit mymanatee.org/hazard



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4 shares

Like Comment Send Share



Local Mitigation Strategy (LMS) Feedback

Full Name*

Email*

Phone Number
xxx-xxx-xxxx

LMS Feedback
1000

For Mitigation in Your Community, What Matters Most to You?
Select All That Apply

- Hurricane
- Flooding
- Drought
- Wildfire
- Sinkholes
- Earthquake
- Tsunami
- Space Weather
- Harmful Algae Bloom (ex. Red Tide)
- Dam/Levee Failure
- Sea Level Rise
- Coastal Oil Spills
- Hazardous Materials Release
- Critical Infrastructure Disruption
- Cyber Incidents
- Epidemic
- Terrorist Acts
- Mass Shooting

Select Three Project Types You Feel Are Most Important

- Property Acquisition and Structure Demolition or Relocation
- Structure Elevation
- Mitigation Reconstruction
- Dry Flood-Proofing of Historical Residential Structures
- Minor Localized Flood Reduction Projects (ex. drainage)
- Structural or Non-Structural Retrofitting of Existing Buildings and Facilities
- Safe Room Construction
- Wind Retrofit for Residential Properties
- Infrastructure Retrofit
- Soil Stabilization
- Wildfire Mitigation
- Generators
- Hazard Mitigation Planning

What other things do you feel Manatee County, and the communities within, should be doing to help make our community more resilient?
1000

Submit

EMERGENCY MANAGEMENT

Hazard Mitigation

HAZARD MITIGATION

LOCAL MITIGATION STRATEGY UPDATE

Manatee County is seeking public comment on its updated Local Mitigation Strategy (LMS), a plan for how to proactively prepare for and handle disasters and emergencies in the Community.

VIEW LMS UPDATE DRAFT

WE WANT TO HEAR FROM YOU

We are seeking public involvement with the LMS 5-year update in the form of online public comment, through March 21.

Public comment, suggested revisions, deletions, or corrections can be submitted online via our feedback form, or sent to Ashley.plumstead@mymanatee.org or mailed to:

Emergency Management
P.O. Box 1000
Bradenton, FL 34206

SUBMIT FEEDBACK

LOCAL MITIGATION STRATEGY (LMS)

The Local Mitigation Strategy (LMS) is a multi-jurisdictional plan to reduce the identified hazards within a County.

The LMS planning process, which is updated every five years, is used to set short and long-term mitigation goals and objectives for the County. Hazards affecting the community are identified, vulnerability to the hazards are assessed, and through a collaborative effort, consensus is reached on how to minimize the effects of the hazards.

In order to be eligible for Hazard Mitigation Grant Program (HMGP) project grants, the County and Cities must have a federally approved mitigation plan. The Manatee County Local Mitigation Strategy is federally compliant, and was originally adopted in 1999 with updates in 2004, 2009, 2014, and 2019.

The LMS includes an Initiatives List that is regularly updated with identified and prioritized projects both funded and unfunded, that ultimately will improve the capabilities of personnel and equipment, as well as reduce the vulnerability of the residents of the Cities and the County. After a disaster, this list is also used to help prioritize HMGP projects. Some examples of proposed projects might include shuttering critical facilities, installation of back-up generators to critical facilities, stormwater mitigation projects to reduce flooding to roadways, public information campaigns, etc.

- Local Mitigation Strategy Plan 2019
- R-20-086
- FEMA Approval

The LMS Working Group includes members from the County, six municipalities of Manatee County, fire districts and sheriff's office. Unless otherwise indicated, quarterly LMS meetings are held in March, June, September and December with the location varying. An agenda is prepared in advance with consideration for additional agenda items upon request.

The next meeting will be on Wednesday, March 19, 2025, at 2:30 p.m. in the Emergency Operations Center at the Manatee County Public Safety Center, 2101 47th Terrace East, Bradenton, Florida 34203

VIEW AGENDA ONLINE

Local Mitigation Strategy (LMS) Feedback

Submitted By: Anonymous user

Submitted Time: March 11, 2025 3:38 PM

Full Name

[redacted]

Email

[redacted]

Phone Number

LMS Feedback

For Mitigation in Your Community, What Matters Most to You?

Hurricane, Flooding, Space Weather, Harmful Algae Bloom (ex. Red Tide), Hazardous Materials Release

Select Three Project Types You Feel Are Most Important

Minor Localized Flood Reduction Projects (ex. drainage), Wind Retrofit for Residential Properties, Infrastructure Retrofit

What other things do you feel Manatee County, and the communities within, should be doing to help make our community more resilient?

Constant inspections on existing drainage systems to ensure there is no flooding in residential areas. Be PRO-active not RE-active.

Local Mitigation Strategy (LMS) Feedback

Submitted By: Anonymous user

Submitted Time: March 6, 2025 9:24 AM

Full Name

[redacted]

Email

[redacted]

Phone Number

[redacted]

LMS Feedback

Reduce the number of homes being built. Quit destroying barriers like the coastal mangroves. Don't cater to the BUILDERS, cater to the HOMEOWNERS. Reduce traffic by denying absurd projects like the whole thing at 75th and Cortez. Enforce the septic system inspections.

For Mitigation in Your Community, What Matters Most to You?

Harmful Algae Bloom (ex. Red Tide), Critical Infrastructure Disruption

Select Three Project Types You Feel Are Most Important

Minor Localized Flood Reduction Projects (ex. drainage), Hazard Mitigation Planning

What other things do you feel Manatee County, and the communities within, should be doing to help make our community more resilient?

quit trying to be Naples or Clearwater or St. Pete. We ARE Manatee. We are Anna Maria Island. We are Bradenton. Small town atmosphere. Don't ruin what made you great.

Local Mitigation Strategy (LMS) Feedback

Submitted By: Anonymous user

Submitted Time: March 5, 2025 9:56 PM

Full Name

[redacted]

Email

[redacted]

Phone Number

[redacted]

LMS Feedback

Please dig out or dredge rivers and streams to help with flooding. Rivers and streams also need to be cleaned and obstructions cleared.

For Mitigation in Your Community, What Matters Most to You?

Hurricane, Flooding, Wildfire, Dam/Levee Failure

Select Three Project Types You Feel Are Most Important

Mitigation Reconstruction, Minor Localized Flood Reduction Projects (ex. drainage)

What other things do you feel Manatee County, and the communities within, should be doing to help make our community more resilient?

Local Mitigation Strategy (LMS) Feedback

Submitted By: Anonymous user

Submitted Time: March 5, 2025 6:08 PM

Full Name

[redacted]

Email

[redacted]

Phone Number

[redacted]

LMS Feedback

Please increase your staffing and equipment in preparation for the storm season to clear existing streams, canals and waterways.

Request a program for self help resources like rip rap, dirt or other materials residents may use to harden their homes for storm prep.

Explore tax breaks for self help work residents can do. Including equipment rental tax relief etc.

Advertise stormwater mitigation and ditch clearing projects for public bid. Or an open contract by mile or cubic yards of dirt moved. Companies can work similar to tree cleanup but preemptively clearing. Free dumping with approval by county officials.

For Mitigation in Your Community, What Matters Most to You?

Flooding, Dam/Levee Failure, Hazardous Materials Release

Select Three Project Types You Feel Are Most Important

Structure Elevation, Minor Localized Flood Reduction Projects (ex. drainage), Infrastructure Retrofit

What other things do you feel Manatee County, and the communities within, should be doing to help make our community more resilient?

Publicly advertise reservoir levels weekly during hurricane season.

Update flood maps to show as built conditions currently following years of impervious surfaces replacing wetland

APPENDIX E

CRITICAL FACILITIES

The Critical Facilities Inventory (CFI) Database for the county was updated and is available through the county emergency management and regional planning council.

This listing contains information that relates to the physical security of facilities used by the jurisdictions and to the security systems of these facilities.

This list is impressed within the exemption of Section 119.071(1), Florida Statutes, and is a confidential component of this document.

As such, it is not subject to the general disclosure requirements of Section 119.071(1, F. S. or to any other requirements of disclosure.

The database itself is protected under Homeland Security laws and not distributed as part of the LMS to the general public.

CRITICAL FACILITIES

VULNERABILITY SCORING METHODOLOGY

SCORING VULNERAILITY

In developing the methodology for identifying an initial listing of critical facilities in Manatee County in 1998/99, the matrix entitled "Scoring the Facilities for Vulnerability", provided by the Division of Emergency Management, Florida Department of Community Affairs, was used. Facilities were scored based on four factors ranging from 0 (least important condition) to 3 (most important condition). The subject areas included within the matrix were as follows:

- Facility category
- Subject to high winds
- Vulnerability to flooding
- Vulnerability to storm surge
- History of damage
- Subject to earth movement or loss
- Vulnerable to power outage
- Vulnerable to lightning
- Vulnerable to roadway blockage by debris or flooding of access roads
- Dependent upon water supply
- Vulnerable to sewer system outage
- Dependent upon communications
- Disruption causes health and safety hazard
- Disruption would cause psychological hardship
- Disruption would have economic impact
- Disruption impacts community services
- Environmental problems could occur
- Facility has historic value
- Facility impacts agriculture
- Hazardous materials
- Subject to major fire

Each participating governmental agency identified those facilities located within their area of responsibility deemed to be critical. Since each jurisdiction has its own unique characteristics and hazards profile/potential, no attempt was made to develop a single county-wide methodology. Instead, each governmental agency assigned scores based on their knowledge of the local situation and vulnerabilities. It is acknowledged that using this approach does not guarantee a uniformed approach in scoring. Still, by using a common matrix of scoring factors, it does ensure that the critical facilities identified by each local government/agency are reflective of its local needs and desires when compiled into a single countywide listing.

Once identified by the participating local government/agency, the individual lists of critical facilities were combined into a single countywide listing, ranked from highest to lowest based on each facility's respective total score.

In the 2014/15 update of the Manatee County LMS, many of same critical facilities identified originally remained, augmented by new additions. Majority of these critical facilities are of local importance. As a consequence, the mapping of each individual identified critical facility would be an arduous if not impossible task. Consequently, it was decided to limit the mapping of critical facilities to those identified by the Division of Emergency Management as most important from a countywide application of the LMS. The critical facilities fall under the following general headings:

- Operations centers and staging areas
- Government buildings
- Fire and EMS stations
- Law enforcement offices
- Medical services
- Potable water supply/treatment facilities
- Florida Power & Light substations
- Peace River substations
- Sewer/treatment facilities
- Schools and universities
- Convalescent and assisted living facilities
- Evacuation shelters
- Airports
- Flood control devices
- Radio/cellular/TV towers
- Manatee County landfill
- Hazardous material storage sites

No effort was made to draw a direct relationship between the countywide listing of critical facilities and the list of countywide mitigation initiatives. Depending on the local situation, there may be a direct correlation between a certain critical facility(ies) and initiatives. In others, a more generalized initiative may have been identified which covers a hazard to which several critical facilities were affected. However, the Manatee County LMS recognizes that all critical facilities may be vulnerable to all known hazards.

Such maps will only be incorporated into those documents to be used by county and local emergency responders.

DEFINITIONS

To prioritize facilities the following definitions were obtained from the website www.FloridaDisaster.org.

Critical facilities are defined as those structures from which essential services and functions for victim survival, continuation of public safety actions, and disaster recovery are performed or provided. Shelters, emergency operation centers, public health, public drinking water, sewer and wastewater facilities are examples of critical facilities. Though not explicitly included in the definition, supporting life-line infrastructure essential to the mission of critical facilities must also be included in the inventory when appropriate.

Critical infrastructure is defined as those systems and assets, whether physical or virtual, so vital that the incapacity or destruction of such systems and assets would have a debilitating impact on security, economy, public health or safety, or any combination of these elements. (Source: FloridaDisaster.org)

APPENDIX F

COMMUNITY GUIDING PRINCIPLES AND IMPLEMENTATION

A. BACKGROUND

The identification of Community Guiding Principles serves as the foundation upon which the Manatee County LMS should be implemented. As such, the documentation upon which these principles are drawn should be legally sound and represent extensive public involvement and comment. With this in mind, it was determined that the goals, objective, and policies of the adopted local governments' comprehensive plans and land development regulations from the participating governments of Manatee County represented the ideal source from which to identify the community guiding principles.

The following statements serve to reinforce this decision.

First, the intent that the adoption of a local government comprehensive plan. As outlined in Section 163.3161(4), Florida Statutes, "it is the purpose of this act that local governments have the ability to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions. Through the process of comprehensive planning, it is intended that units of local government can preserve, promote, protect, and improve public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources within their jurisdictions."

Second, in terms of hazard mitigation, specific requirements for development in the coastal zone, flood protection, handling of hazardous material, post-disaster redevelopment, and other related mitigation issues are outlined in Section 163.3177, Florida Statutes, and 62-816 FDEP, Florida Administrative Code. These requirements included both the need for data and analysis and the preparation of implementing goals, objective, and policies.

Third, Section 163.3194(1)(a), Florida Statutes, states that "after a comprehensive plan, or element or portion thereof, has been adopted in

conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consist with such plan or element as adopted."

Fourth, under Section 163.3177(3), Florida Statutes, each local government comprehensive plan is to contain a capital improvements element. The purpose of the element is "to consider the need for and the location of public facilities in order to encourage the efficient utilization of such facilities." In addition, all public facilities shall be consistent with the capital improvements element."

In terms of the relationship of the adopted local government comprehensive plan to the land development regulations/code, Section 163.3194(1)(b), Florida Statutes, states that "all land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent."

With regards to public participation, Section 163.3184(11), Florida Statutes outlines the requirements for public involvement including advertising and public hearings.

It is acknowledged that other sources of information were available in the identification of the Community Guiding Principles. Included were documents such as the revised Manatee County Floodplain Management Ordinance 13-39, the Island-wide Post-Disaster Redevelopment Plan for Anna Maria Island (1999), Manatee County Post-Disaster Redevelopment Plan (2009) and Community Rating System plans. Many of the issues, strategies, and mitigation efforts mentioned in these documents require implementation through some action identified in the adopted local government comprehensive plan or land development regulation/code.

Accepting the fact that the Community Guiding Principles are exactly those principles on which to build a hazard mitigation effort, the local government comprehensive plan and land development regulations/code serve as the logical sources to use in this effort.

B. GUIDING PRINCIPLES

Manatee County

Activity: Occupancy Quattlebaum Guest House (Res.-89-143)

Evaluation: Effective; enables Manatee County EMS to properly house an ambulance and its crew for emergency response coverage of Eastern Manatee County.

Activity: Football game stand-bys (Res.-93-142)

Evaluation: Effective; provides an on the spot response where a greater potential for injury exist due to the nature of the activity and large crowd gatherings, participants involved.

Activity: Certificate of public convenience and necessity West Coast Medical Transfer (Res.-91-73/Res.-93-253)

Evaluation: Effective; reduces the demand placed up resource should demand exceed supply.

Activity: Participation of Helping Hugs Program (Res.-94-112)

Evaluation: Effective; helps to alleviate the inherent difficulties associated with the emergency care of sick/injured pediatric patients.

Activity: Certificate of public convenience and necessity (Res.-94-239)

Evaluation: Effective; decreases the demand placed on Manatee County EMS and provides additional resources through mutual aid request.

Activity: Bayflight Bayfront Medical Mutual Agreement

Evaluation: Effective; successful in getting severely injured persons to a trauma center.

Activity: Tampa General Hospital and AEROMED – Serves as a backup should Bayflight not be available.

Evaluation: Effective through implementation.

Activity: Removal of Australian Pines from Coquina Beach to stabilize the beach head and provides better visibility for police.

Evaluation: Effective through implementation.

Activity: Swift water rescue training – Enables emergency personnel to respond to flood related situations where swift water situations exist.

Evaluation: Effective through implementation.

Activity: SCUBA Program – Enables emergency personnel to effectively respond to submerged victims, emergencies or body recovery.

Evaluation: Effective through implementation.

Activity: Phosphate mining – Allows for local regulation of phosphate mining operations (Ord. 04-39)

Evaluation: Effective; particularly with regards to conducting routine inspections of all phosphate mining activities to assure compliance and detect potential problems.

Activity: EMT training of marine rescue personnel

Evaluation: Effective; improved the level of patient care and enabled better integration into the 9-1-1 system as well as asset in disaster response.

Activity: Emergency procurement (Ord. 84-02, subsection 3-106) and design-build contracts (Ord. 90-31, subsection 5-401-6B.vi).

Evaluation: Effective in assuring that the County Purchasing Department is able to make or authorize the emergency procurement of necessary items when there is a threat to public health, safety, or welfare.

Activity: Hazardous Material Discharges – Governs the discharge of hazardous materials (Land Development Code 542.7.G).

Evaluation: Partially effective; needs better coordination between the Planning Department, Emergency Management Division, and Public Safety Department.

Activity: Hazardous Material Emergencies – Governs response to hazardous material emergencies (Land Development Code 542.7.H).

Evaluation: Partially effective; needs better coordination between the Planning Department, Emergency Management Division, and Public Safety Department.

Activity: Toxic airborne materials – Governs maximum allowable concentration toxic airborne materials (Land Development Code 542.7.I).

Evaluation: Partially effective; needs better coordination between the Planning Department, Emergency Management Division, and Public Safety Department.

Activity: Emergency storm shelter and evacuation program and standards for mobile home parks/subdivisions, RV parks, and campgrounds (Land Development Code 511.4).

Evaluation: Effective; no new mobile home parks/subdivisions and campgrounds have been approved since adoption. New mobile home parks are prohibited in the CHHA overlay (Land Development Code 403.8.C.1), Velocity Zone (Land Development Code 802.6.B.2.b.ix, 403.8.C.1), and floodways (Land Development Code 802.B.3.b). This prohibition is also in the Manatee County Floodplain Ordinance 13-39 Section 2-10-24(d)(1)A.

Activity: Evacuation assistance for the elderly and others in need of assistance.

Evaluation: Effective through implementation.

Activity: Storage of hazardous materials (Land Development Code 802.6.A.11) – Not permitted in the coastal high hazard area, watershed protection overlay or floodways.

Evaluation: Effective through enforcement.

Activity: Flood damage protection (Floodplain Ordinance 13-39 2-10-21, and Land Development Code 802.1) – Protect human life.

Evaluation: Effective in ensuring that building construction limits flood and storm damage.

Activity: Limit amount of hazardous materials that can be generated, stored, or disposed of from establishments located in the coastal high hazard area (Land Development Code 403.8.C.3)

Evaluation: Effective through enforcement.

Activity: Marinas must prepare hurricane evacuation plans; requested as part of issuance of development orders. (Land Development Code 402.14.D.1)

Evaluation: Marginally effective; no standards/guidelines have been established.

Activity: Development applications reviewed to determine effect on hurricane shelter capacity and evacuation times and establish standards for approval of development in the coastal high hazard area (Land Development Code 403.8.F & G)

Evaluation: Effective; conforms to the hurricane shelter standards and evacuation clearance times set by the County.

Activity: Increase rate of evacuee mobilization (Comprehensive Plan, Coastal Element, Policy 4.4.1.1).

Evaluation: Effective as policy guideline.

Activity: Maintain capacity on all evacuation routes (Comprehensive Plan, Coastal Element, Policy 4.4.1.2),

Evaluation: Partially effective; not all evacuation routes are at maximum level of service.

Activity: Prohibit disposal/storage/use of hazardous substances/waste within watershed overlay districts (Comprehensive Plan, Conservation Element, Policy 3.4.1.1).

Evaluation: Effectiveness unknown due to lack of monitoring.

Activity: Limit industrial development in the coastal high hazard area (Comprehensive Plan, Coastal Element, Policy 4.3.1.4).

Evaluation: Effective; no new industrial development has occurred in this area.

Activity: Comprehensive Plan. Coastal Element, Policy 4.3.1.1 – Direct population away from the coastal evacuation area.

Evaluation: Effective; has successfully in keeping density increases out of coastal areas.

Activity: Require all development to utilize soil stabilization procedures (Comprehensive Plan, Future Land Use Element, Policy 2.3.2.1).

Evaluation: Effective as policy guideline.

Activity: Prohibit development in areas which has a likelihood of sinkhole activity (Comprehensive Plan, Future Land Use Element, Policy 2.3.2.2).

Evaluation: Effective; no sinkholes have occurred in new development.

Activity: Establishment of Discharge Standards prohibiting discharge of stormwater into sewer system (Ord. 98-28, Section 2.1)

Evaluation: Effective as policy guideline.

Activity: No increase in the rate of runoff which adversely impacts adjacent property owners (Land Development Code 802.6.A.6).

Evaluation: Effective as policy guideline.

Activity: Fill within 100-year and 25-year floodplains to be compensated by stormwater storage of equal or greater volume within the same drainage basin (Land Development Code 801.3.L).

Evaluation: Effective as policy guideline.

Activity: Continued participation in the Tampa Bay Estuary Program aimed at decreasing stormwater runoff (Floodplain Management Plan, 8.3.1).

Evaluation: Effective as policy guideline.

Activity: Completion of Basin Prioritization Study (Stormwater Master Plan, 8.5.2).

Evaluation: Completed.

Activity: Planned Development – Waterfront must be consistent with the natural character of the coastal area (Land Development Code 402.14).

Evaluation: Effective; compiled with through the Planned Development review process.

Activity: Comprehensive Plan, Future Land Use Element, Policy 2.3.2.3 – Minimize alteration of natural slopes.

Evaluation: Effective in reducing alterations within the 25-year floodplain.

Activity: Prevent flood hazards, loss of life, property damage, and capital expenditures (Land Development Code 801.1.G).

Evaluation: Effective as policy guideline.

Activity: No alteration of sand dunes or mangrove stands (Land Development Code 802.6.B.2.b.v).

Evaluation: Effective through enforcement.

Activity: Regulation of development in the coastal high hazard areas and floodways (Land Development 802.6.B.2 & 3).

Evaluation: Effective as policy guidelines.

Activity: All development in the coastal high hazard areas must be consistent with floodplain management requirements and undergo planned development review process (Land Development Code 403.8).

Evaluation: Effective; complied with through the Planned Development review process.

Activity: All water dependent development must meet floodplain regulations (Land Development Code 402.14.F.9).

Evaluation: Effective through enforcement.

Activity: Prohibit alternation of watercourses and floodways (Land Development Code 801.3.A).

Evaluation: Partially effective; needs further study as to effectiveness.

Activity: New habitable structures must be located outside the 25-year floodplain, if possible. If not, structures must be elevated (Land Development Code 801.3.P)

Evaluation: Effective as policy guideline.

Activity: Al new construction within the identified 100-year floodplain must comply with County's Floodplain Management Ord. 13-39.

Evaluation: Effective through Building Department enforcement.

Activity: Minimize alteration/relocation of perennial lake/stream by transfer of density/intensity away from the water body and out of the floodplain (Comprehensive Plan, Future Land Use Element, Policy 2.3.1.2).

Evaluation: Effective as policy guideline.

Activity: Reduce density/intensity within watershed overlay districts (Comprehensive Plan, Future Land Use Element, Policy 2.3.1.4).

Evaluation: Marginally effective as policy guideline.

Activity: Minimize alteration of hydric soils supporting wetlands (Comprehensive Plan, Future Land Use Element, Policy 2.3.2.4).

Evaluation: Effective as policy guideline.

Activity: Prohibit new development within floodway (Comprehensive Plan, Future Land Use Element, Policy 2.3.3.1).

Evaluation: Effective as policy guideline.

Activity: Prohibit structures and major public/private investment within the 25-year floodplain (Comprehensive Plan, Future Land Use Element, Policy 2.3.3.4).

Evaluation: Marginally effective; further refinement and identification of 25-year floodplain needed.

Activity: Require developments within the coastal planning area to preserve native uplands (Comprehensive Plan, Coastal Element, Policy 4.1.2.1).

Evaluation: Effectiveness unknown at the present time.

Activity: Restore natural coastlines (Comprehensive Plan, Coastal Element, Policy 4.1.2.7).

Evaluation: Effectiveness unknown at the present time.

Activity: No new habitable structures or other major public/private investments shall be allowed within the 25-year floodplain (Land Development Code 802.6.A.10).

Evaluation: Marginally effective; further refinement and identification of 25-year floodplain needed.

Activity: Regulations pertaining to structures in the 100-year floodplain where no base flood data is available (Land Development Code 802.6.B.1).

Evaluation: Effective; enforcement through the Development Review Committee).

Activity: Continued implementation of the shoreline protection project implemented through the 1992 Local Cooperation Agreement between the County and the Army Corps of Engineers.

Evaluation: Effective through implementation.

Activity: Establish standards for project approval in the coastal high hazard area and minimize disturbance of natural shoreline resources.

Evaluation: Effective as policy guideline.

Activity: Minimize shoreline disturbances (Comprehensive Plan, Coastal Element, Policy 4.4.2.5).

Evaluation: Unknown effectiveness.

Activity: Protect and enhance coastal vegetation (Comprehensive Plan, Coastal Element, Policy 4.1.2.6).

Evaluation: Effective; no natural beach or dunes have been impacted.

Activity: Avoid impacts on coastal resources (Comprehensive Plan, Coastal Element, Policy 4.2.1.6).

Evaluation: Effective, natural resources are improving.

Activity: Prohibit seawalls (Comprehensive Plan, Coastal Element, Policy 4.4.2.6).

Evaluation: Effective as policy guideline.

Activity: Prohibit the alteration of coastal wetlands (Land Development Code 511.17.C.7).

Evaluation: Effective as policy guideline.

Activity: Allow no alteration of coastal dunes unless proven that no increased risk of flooding will result (Land Development Code 802.6.B.2.b.v).

Evaluation: Effective as policy guideline.

Activity: Wetlands are protected from development (Land Development Code 706).

Evaluation: Effective as policy guideline.

Activity: Prohibit new manufactured home developments in the coastal high hazard area (Land Development Code 403.8.C.1).

Evaluation: Effective through enforcement.

Activity: Prohibit acute care facilities in the coastal high hazard area (Land Development Code 403.8.C.2).

Evaluation: Effective through enforcement.

Activity: Protection of the evacuation population (Comprehensive Plan, Coastal Element, Policies 4.3.1.2, 4.3.1.3, and 4.3.1.5 – 4.3.1.7).

Evaluation: Mixed effectiveness; overall intent effective.

Activity: Prohibit encroachments, fill, new construction, lateral additions unless a "No-rise Certification" is issued (Land Development Code 802.6.B.3.a).

Evaluation: Effective through enforcement.

Activity: Prohibit manufactured homes and park trailers except in pre-firm and existing manufactured home or RV Park or subdivision (Land Development Code 802.6.B.3.b).

Evaluation: Effective through enforcement.

Activity: All mobile home sites must conform to stormwater and floodplain management requirements and new parks prohibited in the Hurricane Vulnerable Area (Land Development Code 402.8.D.4).

Evaluation: Effective through enforcement.

Activity: Projects adjacent to perennial lake/stream shall obtain special approvals (Comprehensive Plan, Conservation Element, Policy 3.2.2.1).

Evaluation: Partially effective; no standards for administrative approval type projects.

Activity: Require special infrastructure design in the coastal high hazard area to minimize risk of damage (Land Development Code 403.8.F.2).

Evaluation: Partially effective; no specific design standards established.

Activity: Establish lower priority for funding of public infrastructure within the coastal evacuation area (Comprehensive Plan, Coastal Element, Policy 4.3.2.5).

Evaluation: Partially effective, needs better coordination between departments.

Activity: Limit County funded infrastructure within the coastal planning area that exceeds demands generated by approved development (Comprehensive Plan, Coastal Element, Policy 4.3.2.1).

Evaluation: Partially effective; needs better coordination between departments.

Activity: Structures located a minimum of 25' landward of the reach of the shoreline (Land Development Code 802.6.B.2.a).

Evaluation: Effective through enforcement.

Activity: No fill shall be used as structural support (Land Development Code 802.6.B.2.b).

Evaluation: Effective through enforcement.

Activity: Flood damage protection – resistant to flood damage; minimize flood damage, collapse, or infiltration; electrical, heating, ventilation, plumbing, air conditioning, and other equipment located to prevent damage from flooding; and elevation record keeping (Floodplain Management Ord. 13-39 2-10-24) and Land Development Code 802.6.A).

Evaluation: Effective through application.

Activity: Standards for fire resistance, fire protection, egress, structural loads, dead loads, live loads, wind loads, flood loads, glass and glazing, and manufactured homes/wind (Building Department regulations – Chapters 7, 9, 10, 16, Section 1606, 1607, 1609, and 1612, Chapter 24; 15C-1 Florida Administrative Code).

Evaluation: Effective through implementation.

Activity: Comprehensive Plan, Future Land Use Element, Policy 2.3.3.3 – Require all buildings within 100-year floodplain to be constructed with finished floor elevations above 100-year flood elevation.

Evaluation: Effective although variance have been issued.

Activity: Standards for stormwater management associated with new construction (Land Development Code 802.6.A, 6.A.2, 6.A.3, 6.A.7, 6.A.7.a, and 6.A.11).

Evaluation: Effective; compliance through Building Department enforcement.

Activity: Minimize prolonged business interruptions (Floodplain Management Ord. 13-39 2-10-21 and Land Development Code 802.1).

Evaluation: Effective.

Activity: Regulations for rebuilding of areas damaged by coastal storms; relocation of habitable structures out of the coastal high hazard area after substantial damage occurs; and notification to use special assessment to recoup expenditures for storm damage in the coastal high hazard area (Land Development Code 403.8.G.5 and 403.8.H).

Evaluation: Unknown effectiveness; no information available.

Activity: Post-disaster redevelopment plan needed to component LMS.

Evaluation: Manatee County is the recipient of a grant and has developed and adopted a Post Disaster Redevelopment Plan on August 6, 2009.

Activity: Post-disaster recovery (Comprehensive Plan, Coastal Element, Policies 4.4.3.1 – 4.4.3.3).

Evaluation: Manatee County is the recipient of a grant and has developed and adopted a Post Disaster Redevelopment Plan on August 6, 2009.

Activity: Management of hazardous waste/small quantity generator program (Section 62.730, FAC).

Evaluation: Effective through enforcement.

Activity: Management of Pollutant Storage Tank Program (Section 62.761, FAC).

Evaluation: Effective through enforcement.

Activity: Marine Rescue Weather Station and NWS “Weather Spotter” Program.

Evaluation: Effective.

Activity: Insure potential home buyers are notified when their properties are in flood areas (Floodplain Ordinance 13-39 2-10-21(3) and Land Development Code 802.1).

Evaluation: Effective as policy guideline.

Activity: Continuation of floodplain education programs and dissemination of information to residents in special flood hazard areas.

Evaluation: Effective as policy guideline.

Activity: Notification to residents of the hazards in the coastal high hazard area (Land Development Code 403.8.G).

Evaluation: Effective as policy guideline.

Activity: Prohibit construction of county funded public facilities and accepting responsibility for maintaining new roadways within the coastal surge vulnerability area (Comprehensive Plan, Coastal Element, Policies 4.3.2.2 and 4.3.2.3).

Evaluation: Effective as policy guideline.

Activity: Minimize expenditure of public money or costly flood control projects (Floodplain Ordinance 13-39 2-10-21 and Land Development Code 802.1).

Evaluation: Effective as policy guideline.

Activity: Minimize need for rescue and relief through floodplain management (Floodplain Ordinance 13-39 2-10-21 and Land Development Code 802.1).

Evaluation: Effective as policy guideline.

Activity: Emergency coordination through Disaster Preparedness Planning Committee.

Evaluation: Effective through implementation.

Activity: Hurricane evacuation plans must be prepared (Land Development Code, 604.3.7).

Evaluation: Marginally effective; need better coordination between Planning and Public Safety Departments.

Activity: Establishment of community planning program to study specific drainage needs (Comprehensive Plan, Future Land Use Element, Policy 2.9.3.1).

Evaluation: Effective; implemented.

Activity: Continue educational programs to inform citizens about hazardous substances/waste (Comprehensive Plan, Conservation Element, Policy 3.4.1.7).

Evaluation: Effective, on-going program.

Activity: Participate in hurricane preparedness planning (Comprehensive Plan, Coastal Element, Policy 4.4.1.3).

Evaluation: Effective through on-going participation.

Activity: Improve shelter capacity in the county (Comprehensive Plan, Coastal Element, Policy 4.4.2.7).

Evaluation: Not being met; requires greater coordination/cooperation between local and state agencies.

Activity: Projects within the Coastal Evacuation Area and Coastal Planning Area must meet performance standards and minimize development in areas having recurring hurricane related damage (Comprehensive Plan, Coastal Element, Policies 4.4.2.1 and 4.4.2.2).

Evaluation: Marginally effective; performance standards were never fully developed or adopted.

Activity: Explore possibilities of establishing a pollution prevention program for storage/disposal of hazardous substances/waste.

Evaluation: Effective; implemented.

Activity: Waterfront development must provide documentation of their ability to contain any spills of petroleum or other hazardous material.

Evaluation: Effective through enforcement.

Activity: Flammable liquids products storage in excess of 500 gallons shall be located underground except for LPG storage which may be above ground (Land Development Code 531.51.E).

Evaluation: Effective through enforcement.

Activity: No storage of hazardous or acutely hazardous waste material and no other hazardous substance, including fuel storage tanks, may be located in the floodway (Land Development Code 802.6.A.11).

Evaluation: Effective; needs to be reviewed to also include the 25- and 100-year floodplain.

Activity: All sites for use, storage, and production of extremely hazardous substances in quantities listed shall be located and contained in suitable rooms located, properly labeled, and alarmed for safekeeping (Land Development Code 540.7.E).

Evaluation: Marginally effective; need better coordination between the Planning and Public Safety Departments and Fire Districts.

Activity: Prior to the termination of a business, abandonments, safe or change of use, or temporary closure more than 30 days, any business which has used, generated, or stored hazardous materials and toxic substances in listed quantities shall submit to EMD and the appropriate fire district evidence that all contaminated portions of the site have been remediated in compliance with federal and state standards and that all hazardous materials have been properly processed and disposed of (Land Development Code, 542.7.J).

Evaluation: Not effective; needs better coordination between the Planning and Public Safety Departments.

Activity: Avoiding adverse impacts associated with the storage, utilization, manufacture, or disposal of hazardous materials (Land Development Code, 542.2, 542.3, 542.7.J.1, 803.3 and Code of Ordinances 2-16.

Evaluation: Effective through enforcement.

Anna Maria

Activity: Evacuation routes – coordinating maintenance of evacuation routes with local, county, and state agencies (Comprehensive Plan, Coastal Management / Conservation Element, Goal 3).

Evaluation: Effective through implementation.

Activity: Post and maintain emergency evacuation routes (Comprehensive Plan, Conservation Element, Policy 3.1.3, Traffic Element 1.4.4).

Evaluation: Effective through implementation.

Activity: Limit development within the 100-year floodplain (Comprehensive Plan, Coastal/Conservation Element, Objective 3.1 and implementing policies).

Evaluation: Effective as policy guideline.

Activity: Use and preservation of native marine vegetation in association with seawalls (Comprehensive Plan, Coastal/Conservation Element, Policies 1.7.2 & 1.7.3).

Evaluation: Effective as policy guideline.

Activity: Adopt land development regulations which recognize the limitations of development on a barrier islands (Comprehensive Plan, Future Land Use Element, Policy 1.1.1).

Evaluation: Effective through application.

Activity: Maintain or reduce allowable density in the coastal high hazard area and implement growth management directive which limit densities in the coastal high hazard area (Comprehensive Plan, Coastal/Conservation Element, Policies 2.2.1 and 2.2.2).

Evaluation: Effective as policy guideline.

Activity: Participate, where appropriate, with the state and county programs in acquiring lands for environmental protection purposes and recreational use (Comprehensive Plan, Coastal/Conservation Element, Policy 1.3.3).

Evaluation: Marginally effective.

Activity: Identification of provisions for incorporation into the City's Land Development Code related to coastal management (Comprehensive Plan, Coastal/Conservation Element, Policy 2.1.1).

Evaluation: Effective through application.

Activity: Identification of provisions for incorporation into the City's Land Development Code related to general development practices (Comprehensive Plan, Future Land Use Element, Policy 1.1.2).

Evaluation: Effective as policy guideline.

Activity: The land development regulations shall require the preservation of coastal vegetative communities, coastal wildlife habitats, and dune systems from the adverse effects of development (Comprehensive Plan, Coastal/Conservation Element, Policy 1.5.7).

Evaluation: Effective as policy guideline.

Activity: The City shall ensure that development within the 100-year floodplain is strictly regulated through NFIP requirements (Comprehensive Plan, Future Land Use element, Policy 1.6.3).

Evaluation: Effective through enforcement.

Activity: Institute an educational program using mailings and public meetings to inform the city's residents of effective procedures to safely store and dispose of household and commercial hazardous material and of procedures to follow in emergencies (Comprehensive Plan, Coastal/Conservation element, Policy 1.4.1).

Evaluation: Effective through guideline.

Activity: Pilings, not fill, shall be used to elevate structure in native vegetation areas (Comprehensive Plan, Coastal/Conservation Element, Policy 1.4.5).

Evaluation: Effective through enforcement.

Bradenton

Activity: Discourage location of high density residential, public housing, elderly housing, mobile homes, and group homes in the high priority hurricane evacuation zone (Comprehensive Plan, Coastal Management/Conservation Element, Foal 5, Policies 1 – 5).

Evaluation: Effective; reduces potential for population growth in areas subject to coastal flooding.

Activity: Prohibit density in the high priority hurricane evacuation zone (Comprehensive Plan, Future Land Use Element, Objective 4, Policies 1 – 4).

Evaluation: Effective; reduces potential for population growth in areas subject to coastal flooding.

Activity: Participate in and cooperate fully in hurricane preparedness and evacuation planning and ensure evacuation routes are given priority to minimize their vulnerability to storm damage (Comprehensive Plan, Coastal Management/Conservation Element, Goal 6, Objective 1, Policies 1 – 5).

Evaluation: Effective; reduces potential loss of life.

Activity: Maintain and strictly enforce Flood Prevention ordinance (Comprehensive Plan, Coastal Management/Conservation Element, Goal 5, Objective 6, Policies 1 & 2).

Evaluation: Effective; minimizes exposure of human life and property to the effects of natural hazards.

Activity: All new development shall provide stormwater retention and drainage facilities (Comprehensive Plan, Infrastructure Element, Goal 4, Objective 4, Policy 1).

Evaluation: Effective; enforcement through Land Development Code.

Activity: Erosion control – Ensure the continued protective soil erosion control capabilities of naturally vegetated shorelines (Comprehensive Plan, Coastal Management/Conservation Element, Objective 1, Policies 1 – 5).

Evaluation: Effective as policy guidelines.

Activity: Development proposed for islands in the Braden River shall be as a planned development project and shall be restricted to upland

potions and wetland vegetation shall not be removed except for limited access points (Comprehensive Plan, Coastal Management/Conservation Element, Goal 4, Objective 1, Policies 2 & 3).

Evaluation: Effective as policy guidelines.

Activity: Require stipulations to ensure that upland development does not affect wetlands nor remove wetland vegetation except for limited access points (Comprehensive Plan, Coastal Management/Conservation Element, Goal 4, Objective 2, Policies 1, 2, & 6).

Evaluation: Effective as policy guideline.

Activity: Establish a coastal high hazard area in the Land Use and Development Regulations to include all coastal lands along the Braden and Manatee Rivers and Palma Sola Bay below two feet in elevation (Comprehensive Plan, Coastal Management/Conservation Element, Goal 5, Objective 1, Policies 1 – 4).

Evaluation: Effective as policy guideline.

Activity: Prohibit the alternation of natural shorelines, with the exceptions for certain public purposes, and require the restoration of natural shorelines with native plant species in lieu of replacement or repair of artificial shorelines (Comprehensive Plan, Coastal Management/Conservation, Goal 2, Objective 1, Policies 1 – 5).

Evaluation: Effective as policy guideline.

Activity: Mangroves are protected and land alteration affecting mangroves requires a permit (Land Development Code 202.C.1, 301.B1 & 2).

Evaluation: Effective through enforcement.

Activity: New construction and substantial improvements are prohibited in floodways unless certified by an engineer that they will not result in any increase in flood levels (Land Development Code 404.C).

Evaluation: Effective through enforcement.

Activity: Designate undeveloped coastal acreage with areas below the 8-foot elevation contour line for planned development and limit development below the 8-foot contour to low density residential or water dependent uses, and locate all public facilities outside the

coastal high hazard area (Comprehensive Plan, Coastal Management/Conservation, Goal 5, Objective 5, Policies 1 – 4).

Evaluation: Effective as policy guideline.

Activity: Planned development projects with more than 200 linear feet within the coastal high hazard area shall be designed so that parts of the project lying in the Conservation District shall be common area maintained by the homeowner's association (Land Development Code 404.A.2.f & g).

Evaluation: Effective through enforcement.

Activity: Identify special zoning districts for flood hazard areas and low lying and environmentally sensitive conservation areas (Land Development Code 401.A.2).

Evaluation: Effective through enforcement.

Activity: The City shall not spend public funds or approve private construction of facilities in the coastal high hazard area (Comprehensive Plan, Capital Improvements Elements, Goal 1, Policies 1 & 2).

Evaluation: Effective as policy guideline.

Activity: No structures are allowed in the Conservation District except docks, boardwalks, boat ramps and roadways; all buildings shall be located landward of the mean high tide and elevated, manufactured homes are prohibited (Land Development Code 404 C & D).

Evaluation: Effective through enforcement.

Activity: Discharge rates from new development shall not exceed that prior to development. Additional design standards are found in the Land Development Code 301.A.5 & D (Comprehensive Plan, Infrastructure Element, Goal, Objective 1, Policy 1).

Evaluation: Effective as policy guideline and through enforcement.

Activity: Minimum floor elevation for principal structures shall be 8 feet above MSL or 18" above the crown of the road, whichever is greater (Land Development Code 301.A.6).

Evaluation: Effective through enforcement.

Activity: Building construction and remodeling code sections designed to limit flood storm damage to structures (Land Development Code 404.C).

Evaluation: Effective through enforcement.

Activity: Standards for site improvements where drainage may be necessary (Land Development Code 301.A.4 & D).

Evaluation: Effective through enforcement.

Activity: The Land Development Code to include provisions for the rebuilding of areas damaged by coastal storms (Comprehensive Plan, Future Land Use Element, Objective 4, Policy 1).

Evaluation: Effective through incorporation.

Activity: Prepare a post-disaster redevelopment plan to allow for redevelopment in a manner which minimizes the potential for flood and wind damage (Comprehensive Plan, Coastal Management/ Conservation Element, Goal 5, Objective 6, Policies 1 & 2).

Evaluation: Effective as a policy guideline.

Activity: Variances are allowed for historic structures in the coastal high hazard areas (Land Development Code 404.C).

Evaluation: Effective through application.

Activity: Coordinate with County relative to land use and development policies in hurricane evacuation zones and for stormwater management in the coastal zone (Comprehensive Plan, Intergovernmental Coordination Element, Goal 1, Objective 2, Policies 2 & 3 and Objective 3, Policy 3).

Evaluation: Effective through coordination.

Activity: Continue to participate in the NFIP and maintain a flood prevention ordinance and adhere to FEMA and NFIP regulations related to development in the flood zone (Comprehensive Plan, Future Land Use Element, Objective 4, Policies 1 – 4 and Intergovernmental Coordination Element, Objective 6, Policy 1).

Evaluation: Effective as policy guideline and enforcement tool.

Bradenton Beach

Activity: Hurricane vulnerability – post and maintain emergency evacuation routes.

Evaluation: Effective in fostering public awareness.

Activity: Residential areas to be located to protect residents and property from flooding (Comprehensive Plan, Future Land Use Element, Policy 1.1.6).

Evaluation: Effective as policy guideline.

Activity: Maintain or reduce clearance times and maintain evacuation routes (Comprehensive Plan, Coastal and Conservation Element, Objective 2.3 and implementing policies).

Evaluation: Effective; FDOT pre-positions equipment prior to an event.

Activity: Foster public awareness of evacuation routes (Comprehensive Plan, Traffic Circulation Element, Policy 1.4.4).

Evaluation: Effective; reduces potential loss of life.

Activity: Performance standard for activities and storage of flammable and explosive materials (Land Development Code 6.6.2.1).

Evaluation: Effective through enforcement.

Activity: Preparation and implementation of master drainage plan (Comprehensive Plan, Infrastructure Element, Objective 2.1 and following policies). Also, Land Development Code Section 605 and following subsections.

Evaluation: Effective through enforcement

Evaluation: Effective; plan has been fully completed and all improvements have been made.

Activity: Establishment of drainage design standards (Code Land Development Code Section 605 (Stormwater Management).

Evaluation: Effective; limits potential flooding.

Activity: Post-development runoff rates not to exceed pre-development levels (Comprehensive Plan, Future Land Use Element, Policy 1.6.1, and Coastal and Conservation Element, Policy1.2.).

Evaluation: Effective; limits potential for flooding associated with new development and redevelopment activities.

Activity: Stormwater management plan required of all developments (Land Development Code Section 605 Stormwater Management).

Evaluation: Effective; limits potential flooding.

Activity: Minimize impervious surfaces (Land Development Code Section 511).

Evaluation: Effective through enforcement).

Evaluation: Effective; implemented through Land Development Code.

Activity: Regulate development in the 100-year floodplain (Comprehensive Plan, Future Land Use Element, Policy 1.6.2).

Evaluation: Effective as a policy guideline and through Chapter 9, Land Development Code.

Activity: Preserve natural floodplain features and flood carrying capacity and enforce coastal codes and setback regulations (Comprehensive Plan, Coastal and Conservation Element, Policies 1.2.2 – 1.2.4).

Evaluation: Effective as policy guideline and through incorporation into the City's Land Development Code

Activity: Seawall construction along Anna Maria Sound (Land Development Code Section 808.2 and 808.3).

Evaluation: Effective; enforced by requirement of letter of compliance from permitting agency and local enforcement.

Activity: Encroachments are not allowed in floodways unless certified by an engineer that they shall not result in any increase in flood levels during occurrence of the base flood discharge (Land Development Code Sections 910.3.1 and 910.3.2).

Evaluation: Effective through enforcement.

Activity: Protection and restoration of dune system and beach stabilization minimizing development in the Velocity zone (Comprehensive Plan, Future Land Use Element, Policies 2.1.2 – 2.1.6).

Evaluation: Effective as policy guideline.

Activity: Encourage planting of native shoreline vegetation (Comprehensive Plan, Coastal and Conservation Element, Policies 1.4.3 – 1.4.5).

Evaluation: Effective a policy guideline.

Activity: Dune systems are to be protected from the effects of development and dredge and fill is only to allowed when necessary and in a manner least harmful to the environments (Comprehensive Plan, Future Land Use Element, Policies 1.5.6 and 1.5.9).

Evaluation: Effective as a policy guideline.

Activity: Handling, storage, or disposal of fuel, hazardous or toxic substances and wastes are prohibited in environmentally sensitive areas (Land Development Code Section 508).

Evaluation: Effective; limits potential damage to valuable environmental areas.

Activity: Mangroves are to be protected (Land Development Code Section 602.7).

Evaluation: Effective; ensures continuation of the protective value of coastal mangroves.

Activity: Procedures for resource protection along the shoreline of Anna Maria Sound and the Gulf of Mexico (Land Development Code Section 505 and 506).

Evaluation: Effective; ensures the continued protection of valuable native vegetation, natural shoreline, and coastal dunes.

Activity: Preservation of coastal vegetative communities, coastal wildlife habitats, and dune systems from the adverse impact of development (Comprehensive Plan, Future Land Use Element, Policy 1.5.7).

Evaluation: Effective through incorporation into Land Development Code.

Activity: Limit density in the coastal high hazard area, implement land acquisition program, and require coastal hazard disclosure statement on real estate transfers (Comprehensive Plan, Coastal and Conservation Element, Objective 2.2 and implementing policies).

Evaluation: Partially effective with 2020 Future Land Use Map.

Activity: Major development plans required to identify floodplains, wetlands coastal construction control line, and vegetative or environmentally sensitive areas (land Development Code 409.2.3(2) and (3).

Evaluation: Effective; the checking of development permitting plans makes very effective.

Activity: Building construction and remodeling code designed to limit flood and storm damage to structures (Land Development Code Section 903).

Evaluation: Effective, through building plan review.

Activity: New and replacement waste supply, sanitary sewer systems to be designed to minimize or eliminate infiltration and/or discharges of/into floodwaters. On-site waste disposal systems to be located and constructed to avoid impairment or contamination from flooding (Land Development Code Sections 916.1.2, 916.2, and 91603).

Evaluation: Effective; building construction and remodeling design standards limit flood and storm damage to structures.

Activity: Any alteration, repair, reconstruction, or improvements to a building which is in compliance with the provisions of this section, shall meet the requirements of new construction (Land Development Code Section 902).

Evaluation: Effective; building construction and remodeling design standards limit flood and storm damage to structures.

Activity: Construction standards for residential and non-residential construction intended to minimize flood damage (Land Development Code34-722).

Evaluation: Effective; building construction and remodeling design standards limit flood and storm damage to structures.

Activity: All subdivisions and associated public facilities and utilities shall be consistent with the need to minimize flood damage (Land Development Code Section 915 and 916).

Evaluation: Effective; building construction and remodeling design standards limit flood and storm damage to structures.

Activity: Protect life and health; minimize public expenditures for flood control projects; minimize need for rescue and relief efforts; minimize prolonged business operations; and minimize damage to public facilities (Land Development Code Section 903).

Evaluation: Effective; building construction and remodeling design standards limit flood storm damage to structures.

Activity: Establish standards for construction and remodeling of structures, including mobile homes, intended to ensure protection from flood damage (Land Development Code Section 903.2).

Evaluation: Effective; building construction and remodeling design standards limit flood and storm damage to structures.

Activity: Variances may be granted if flood damage prevention criteria cited in this section are met (Land Development Code Sections 912.1 and 916.3).

Evaluation: Effective; difficult to show the necessary hardship necessitating the need for a variance.

Activity: Involuntarily damaged/destroyed nonconforming structures may be reconstructed but repairs must meet flood damage protection provisions (Land Development Code Section 214.3).

Evaluation: Effective; ensures that the threat of future wind and flood damage is mitigated.

Activity: Designate a Recovery Task Force and following a major hurricane, adopt post-disaster building moratorium and post-disaster procedures (Comprehensive Plan, Coastal and Conservation Element Objective 3.1 and 3.2 and implementing policies).

Evaluation: Effective as a policy guideline.

Activity: Institute program informing residents of methods to store and dispose of hazardous materials and develop program to regulate small generators of hazardous waste (Comprehensive Plan, Infrastructure Element, Policy 1.4.1 and Coastal and Conservation Element, Policies 1.8.1, 1.8.2 & 1.8.5).

Evaluation: Effective as a policy guideline.

Activity: Sponsor preparedness seminars and coordinate with other agencies relative to hurricane evacuation (Comprehensive Plan, Coastal and Conservation element, Objective 2.3 and implementing policies).

Evaluation: Effective; seminars are conducted at least three times per year.

Activity: Limit public expenditures in the coastal high hazard area (Comprehensive Plan, Coastal and Conservation Element, Policies 2.1.2 – 2.1.3).

Evaluation: Effective as a policy guideline.

Activity: Incorporate into land development code provisions related to limiting impervious surfaces, drainage and erosion controls, construction seaward of the coastal construction line, replacement of damaged seawalls, and use of natural shoreline stabilization for non-hardened areas (Comprehensive Plan, Infrastructure Element, Objective 2.1, and Coastal and Conservation Element, Policies 1.7.1 – 1.7.5).

Evaluation: Effective through incorporation into and enforcement of Land Development Code.

Activity: Establish guidelines which address hurricane vulnerability, including preparedness and mitigation (Comprehensive Plan, Future Land Use Element Policies 3.1.1 – 3.1.4, and Coastal and Conservation Element, Objective 2.4 and implementing policies).

Evaluation: Effective as a policy guideline.

Activity: Acquire or designate as preservation or conservation properties suffering recurring damage and consider various strategies to reduce future damages to same (Comprehensive Plan, Coastal and Conservation Element, Objective 3.3 and implementing policies).

Evaluation: Effective as a policy guide.

Holmes Beach

Activity: Residential areas to be located to protect residents and property from manmade and natural hazards (Comprehensive Plan, Future Land Use Element, Policy 1.2.6).

Evaluation: Effective as policy guideline for new development.

Activity: Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards or which result in damaging increases in erosion or in flood height or velocities (Land Development Code, Article VI).

Evaluation: Effective through enforcement.

Activity: Ensure public safety through redefining evacuation routes (Comprehensive Plan, Future Land Use Policy 3.1.3 and Coastal/Conservation Element Policy 2.3.4).

Evaluation: Ineffective; additional coordination required.

Activity: Take proactive approach to emergency planning and preparedness (Comprehensive Plan, Coastal/Conservation Element, Policies 2.4.2 – 2.4.4).

Evaluation: Effective; initial efforts completed with further development and refinement needed.

Activity: Reduce potential for flooding and loss of life and property (Comprehensive Plan, Future Land Use Element, Policy 1.1.1).

Evaluation: Effective as a policy guideline.

Activity: Establish procedures for dealing with legal non-conforming structures (Comprehensive Plan, Future Land Use Element, Objective 1.4 and implementing policies).

Evaluation: Effective as a policy guideline.

Activity: Add development activities shall ensure the protection of natural resources (Comprehensive Plan, Future Land Use element, Objective 1.5 and implementing policies).

Evaluation: Effective as a policy guideline.

Activity: Promote sound coastal management to ensure the maximum long-term benefits are attained in the use of the coastal zone (Comprehensive Plan, Future Land Use Element, Goal 2).

Evaluation: Effective as a policy guideline and direction setting statement.

Activity: Maintenance and continued development of a comprehensive municipal hurricane plan (Comprehensive Plan, Future Land Use Element, Goal 3).

Evaluation: Effective as a policy guideline and direction setting statement.

Activity: Provide an efficient stormwater drainage system which protects human life, minimized property damage, improves stormwater quality (Comprehensive Plan, Infrastructure Element, Goal 2).

Evaluation: Effective as a policy guideline and direction setting statement.

Activity: Continued City cooperation and coordination with the Manatee County Local Mitigation Strategy program (Comprehensive Plan, Infrastructure Element, Objective 4).

Evaluation: Effective by cross-referencing LMS into the adopted Comprehensive Plan.

Activity: Ongoing recognition that the successful implementation of any mitigation efforts associated with stormwater, drainage, and floodplain management will have a reciprocal affect on the implementation of the Islandwide Post-Disaster Redevelopment Plan for Anna Maria Island (Comprehensive Plan, Infrastructure Element, Objective 5).

Evaluation: Effective as a policy guideline and direction setting statement.

Activity: Regulations for development within the 100-year floodplain shall continue to be strictly enforced and protect and restore beaches, dune, and natural systems, and establish construction standards which minimize the impacts of man-made structures on these systems (Comprehensive Plan, Coastal and Conservation element, Objectives 1.2 and 1.7).

Evaluation: Effective as a policy guideline and direction setting statement.

Activity: The City shall not increase densities or intensities of use within the designated coastal high hazard area (Comprehensive Plan, Coastal and Conservation Element, Objective 2.2).

Evaluation: Effective as a policy guideline and direction setting statement.

Activity: Continue to maintain or reduce hurricane clearance times (Comprehensive Plan, Coastal and Conservation Element, Objective 2.3)

Evaluation: Effective as a policy guideline and direction setting statement.

Activity: The City shall reduce the risk of expose of human life and public and private property to natural or man-made disasters through preparedness planning and implementation of hazard mitigation measures (Comprehensive Plan, Coastal and Conservation Element, Objective 2.4).

Evaluation: Effective as a policy guideline and direction setting statement.

Activity: Implementation and refinement of the Islandwide Post-Disaster Redevelopment Plan for Anna Maria Island and reconstruction and redevelopment strategies will be considered to promote hazard mitigation during the annual re-evaluation of the Manatee County LMS (Comprehensive Plan, Coastal and Conservation Element, Objective 3.1 and 3.2).

Evaluation: Effective by cross-referencing implementation of the LMS into the adopted Comprehensive Plan.

Activity: Continue to cooperate and coordinate with the Manatee County Division of Emergency Management in the development, implementation, and refinement of the County's LMS (Comprehensive Plan, Intergovernmental Coordination Element, Policy 1.1.12).

Evaluation: Effective by cross-referencing LMS into the adopted Comprehensive Plan.

Activity: Continued efforts to implement those mitigation initiatives contained in the Manatee County LMS which are applicable to the community (Comprehensive Plan, Capital Improvements Element, Objective 1.6).

Evaluation: Effective by cross-referencing LMS into the adopted Comprehensive Plan.

Activity: Preparation of updated Floodplain Management Plan (2000).

Evaluation: Effective with adoption of recommended revisions to the City's Comprehensive Plan and Code of Ordinances.

Activity: Incorporation of applicable provisions of updated Floodplain Management Plan into the Future Land use, Infrastructure, Coastal/Conservation, and Capital Improvements Elements of the Comprehensive Plan (revised Floodplain Management Plan (July 2000)).

Evaluation: Effective with adoption of appropriate amendments to the Comprehensive Plan.

Activity: Standards for hurricane resistant construction (Code of Ordinances, Part II, Chapter 14, Buildings and Building Regulations, Sections XII (Hurricane Standard for Residential Construction) and XIII (Hurricane Standard for Roof Tile)).

Evaluation: Effective through enforcement and inspection programs.

Activity: Activities aimed at providing direction during times of civil emergencies (Code of Ordinances, Part II, Chapter 18, Civil Emergencies, Sections 18-33 (Hurricanes), 18-35 (Natural Disasters), (18-38 (Declaration of Local Disaster), 18-39 (Evaluation and Assessment of Loss), and 18-40 (Post-disaster Recovery).

Evaluation: Unknown since there has been no recent need for implementation.

Activity: Provisions for addressing nonconformities and floodplain management (Part III, Land Development Code, Articles V (Nonconformities) and VI (Floodplain Management)).

Evaluation: Effective through application and enforcement during permitting process. Article VI updated in response to adoption of revised Floodplain Management Plan.

Longboat Key

Activity: Create strong disincentive for amending Comprehensive Plan/rezonings that increase existing residential density (Town Charter, Article II, Section 23).

Evaluation: Effective; there have been no amendments/rezonings since enactment.

Activity: Identification and implementation of Town-wide hazard mitigation activities that reduce loss of property or life from a hazard event (FEMA - Community Rating System (CRS) report).

Evaluation: Effective; implemented through annual recertification.

Activity: Prevention of loss of life or property caused by spills/non-containment of hazardous waste (Comprehensive Plan, Solid Waste Sub-element, Objective 1.3 and Conservation and Coastal Management Element, Objective 1.6).

Evaluation: Effective; coordinated with Manatee County in identifying post-disaster hazardous material burn sites.

Activity: Acquisition of open space land which reduces the amount of private property that may be damaged by hazards (Comprehensive Plan, Recreation and Open Space Element, Objective 1.2 and implementing policies and strategies).

Evaluation: Effective; implemented through past and programmed acquisitions.

Activity: Reduction of loss of property caused by fallen trees and maintenance of an open evacuation route (Comprehensive Plan, Conservation and Coastal Management Element, Objective 1.3).

Evaluation: Effective; implemented through the Australian pine tree removal program and site plan condition requiring removal of Australian pine trees.

Activity: Reduction of loss of life caused by ineffective evacuation (Comprehensive Plan, Conservation and Coastal Management Element, Goal 3, and implementing objectives, policies and strategies).

Evaluation: Effective; implemented through enforcement of Town Charter provisions and land development regulations.

Activity: Implementation of life safety standards (Town Code, Title IV, Chapter 94, Fire Prevention Code).

Evaluation: Effective; implemented by Fire Department.

Activity: Establishes basis for drainage and stormwater management regulations (Comprehensive Plan, Future Land Use Element, Policy 1.1.1 and Stormwater Sub-element, Goals 1 – 3).

Evaluation: Effective as policy guideline.

Activity: Reduction of loss of property caused by tidal and rainstorm flooding (Comprehensive Plan, Infrastructure: Stormwater Sub-element, Goal 1 and implementing objectives, policies and strategies).

Evaluation: Effective; implemented through enforcement by Town departments or regulatory agencies.

Activity: Require surface water management plans for site plans to reduce loss of property caused by rainstorm or tidal flooding (Town Code of Ordinances, Chapter 158, Article III).

Evaluation: Effective; implemented through enforcement of Zoning Code.

Activity: Beach re-nourishment program (Town Capital Improvements Program and Comprehensive Plan, Conservation and Coastal Management Element, Objective 1.4 and implementing policy and strategies).

Activity: Establishing erosion control structures and maintaining existing structures to mitigate erosional hot spots. (Town Capital Improvements Program and Comprehensive Plan, Conservation and Coastal Management Element, Objective 1.4 and implementing policy and strategies).

Evaluation: Effective: Program designed to provide protection coastal private property and infrastructure from damage caused by storm surge or tidal flooding

Activity: Update the Comprehensive Beach Management Plan (Town Conservation and Coastal Management Element, Objective 1.4 and updating policy and strategies)

Evaluation: Effective; Program is the basis for establishing funding and program goals that support storm surge and tidal flooding.

Activity: Update the Town of Longboat Key Floodplain Management Plan as a requirement of participation in the Community Rating System program under the NFIP. Floodplain Management Plan revisions scheduled for 2020 on a five year cyclical basis.

Evaluation: Effective with adoption of appropriate amendments to the Floodplain Management Plan.

Activity: Establish funding sources for beach restoration/re-nourishment program (Comprehensive Plan, Capital Improvements Element, Strategy 1.1.3.2).

Evaluation: Effective; implemented through budgeting process.

Activity: Establish basis for local regulations and policies which protect wetlands, coastal dunes, and other conservation lands (Comprehensive Plan, Future Land Use Element, Policy 1.1.3).

Evaluation: Effective through implementation.

Activity: Reduce loss of property caused by hazards (Comprehensive Plan, Recreation and Open Space Element, Goal 3).

Evaluation: Effective through enforcement.

Activity: Continue through Town of Longboat Key Phase 2 Vulnerability Assessment Sea Level Rise and Recurrent Flooding Study (Supports number 2 of the prioritized list of actions)

Evaluation: Effective; providing the necessary data to educate the citizens and develop plans of action to mitigate impacts.

Activity: Filling, dredging, clearing of land and changing character of land regulated to prevent loss of property caused by rainstorm or tidal flooding (Land Development Code 157.57).

Evaluation: Effective through enforcement of subdivision regulations.

Activity: Require maximum density for planned unit developments to reduce loss of property caused by hazard events (Comprehensive Plan, Future Land Use Element, Table 1 and, Land Development Code 158.039).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Prohibition of industrial uses and other uses that are incompatible with barrier island to reduce loss of life or property caused by hazard event (Land Development Code Article V).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Discourage new mobile home parks to reduce loss of life and property caused by hazard event (Land Development Code Article IV).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Permit removal of trees that could materially impair the utility or structural integrity of existing or proposed structure of public utility lines or planting of certain nuisance species (Town Code 98.05 and 98.08).

Evaluation: Effective through enforcement of Tree Code.

Activity: Comprehensive Plan, Potable Water Sub-element, Objective 2.4 and implementing policies – Prevent of loss or interruption of critical potable water facility.

Evaluation: Effective through capital improvement projects to provide subaqueous water main crossings to provide water services to the island at both the primary northern supply from Manatee County and southern emergency back-up supply from Sarasota County.

Activity: Maintenance of existing infrastructure to prevent loss of critical facilities caused by hazard events and limit extent of critical infrastructure that is vulnerable to loss from hazard event (Comprehensive plan, Conservation and Coastal Management Element, Goal 2 and Objective 2.1 and implementing policies and strategies).

Evaluation: Effective through implementation of infrastructure maintenance program and general enforcement.

Activity: Prevent infiltration of flood water into sewer line (Town Code 52.18).

Evaluation: Effective through construction of new sewer facility.

Activity: Prevent infiltration of flood or tide water into the stormwater system through the installation backflow prevention systems in low lying portions of the Town.

Evaluation: Effective through the placement of backflow prevention systems

Activity: Limitation on the design of beach shelters to reduce damage caused by airborne debris during a storm event (Land Development Code 158.144).

Evaluation: Effective through renovations of existing sewer facilities and implementing program to reline and renovate systems to eliminate infiltration.

Activity: Require 50% minimum open space for residential uses and 20% minimum open space for non-residential use to reduce loss of property caused by hazard event (Land Development Code Article IV).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Prohibit accessory uses or structures on vacant property to reduce loss of property and require anchorage standards for antennas to prevent airborne debris (Land Development Code Division 2).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Restrictions on and expansion of non-conforming structures or buildings (Land Development Code 158.131 and 158.132).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Require 150 ft. from setbacks from Gulf and Longboat Pass, and New Pass (Land Development Code 158.094 and 158.095).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Prohibit lowering of gulf front elevations (Land Development Code 158.118).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Require a wind load rating as required by the Florida Building Code, as amended, for antennas and towers (Land Development Code 158.113).

Evaluation: Effective through enforcement of Zoning Code.

Activity: Establish criteria for coastal construction and require that all construction be prepared by and certified by an architect or

professional engineer registered in Florida (Land Development Code 151.03).

Evaluation: Effective; Town standards exceed Florida statutory requirements.

Activity: Establish Town flood control program with minimum criteria for new construction and substantial improvements for non-elevated buildings and enforcement of 50% substantial improvement rule (Land Development Code, Chapter 154).

Evaluation: Effective; one of the most restrictive in Florida.

Activity: Regulations for the construction and placement of signs (Land Development Code 156.07).

Evaluation: Effective through enforcement of Sign Code.

Activity: Establish basic property rights in the event of involuntary damage or destruction of structures (Comprehensive Plan, Future Land Use Element, Policy 1.1.5).

Evaluation: Unknown effectiveness due to limited application.

Activity: Identify alternatives for potable water service in emergency or post-disaster circumstances (Comprehensive Plan, Potable Water Sub-element, Objective 1.2).

Evaluation: Effective through capital improvement projects to provide subaqueous water main crossings to provide water supply to the island at both the primary northern supply from Manatee County and southern emergency back-up supply from Sarasota County.

Activity: Establish mitigation standards and guidelines for implementation as part of the post-disaster recovery process (Comprehensive Plan, Conservation and Coastal Management Element, Objective 3.3 and implementing policies and strategies).

Evaluation: Effective through enforcement of Land Development Code.

Activity: Promote public education regulations regarding wetlands and the importance of wetlands in maintaining water quality (Comprehensive Plan, Stormwater Sub-element, Policy 1.3.3).

Evaluation: Effective as policy guideline.

Activity: Prevention of loss of life through safe, coordinated evacuation routes (Comprehensive Plan, Transportation Element Policy 1.14 and implementing strategies).

Evaluation: Effective through on-going coordination with Manatee and Sarasota Counties and adjacent municipalities.

Activity: Participation in an area wide program for management of hazardous materials in commercial, service, or institutional land uses (Comprehensive Plan, Solid Waste Sub-element, Objective 1.5 and implementing policies and strategies).

Evaluation: Effective through coordination with Manatee County.

Activity: Continue to support mitigation and construction standard programs promoted by NFIP, Florida Building Code, and FDEP (Comprehensive Plan, Conservation and Coastal Management Element, Objective 3.1 and implementing policy and strategies).

Evaluation: Effective implementation by enforcement of Town's Flood Control Standard.

Activity: Continued identification of shelter space, declaration of "standing" for all development which may impact evacuation routes, and participation in beach renourishment or other erosion control efforts (Comprehensive Plan, Conservation and Coastal Management element, Objective 3.2 and implementing policies and strategies).

Evaluation: Effective through appropriate implementation/coordination efforts.

Activity: Enforce coastal construction control line requirements (Comprehensive Plan, Conservation and Coastal Management Element, Policy 3.1.2 and implementing strategies).

Evaluation: Effective through enforcement of Flood Control regulations and permitting requirements.

Activity: Provide for multi-jurisdictional hazard mitigation efforts (Comprehensive Plan, Governance Element, Objective 2.1 and Objective 2.2 and implementing policies and strategies).

Evaluation: Effective through existing interlocal agreements on hurricane preparedness and post-disaster recovery.

Activity: Continued formalization of mutual aid agreements (Comprehensive Plan, Intergovernmental Coordination Element, Objective 1.2 and 1.3 and implementing policies and strategies).

Evaluation: Effective; mutual aid agreements are in place and reviewed annually.

Activity: Continue to fund land acquisition and capital improvements (Comprehensive Plan, Recreation and Open Space Element, Objectives 1.2 and 1.3 and implementing policies and strategies).

Evaluation: Effective through enforcement of open space and land acquisition regulations and fees.

Activity: Program funding to mitigate loss of critical infrastructure caused by hazard event and related subjects (Comprehensive Plan, Capital Improvements Element, Table 1, Policy 1.1.3 and Strategy 1.1.3.2).

Evaluation: Effective through implementation of capital improvements program.

Activity: Establish hurricane standard operating procedures.

Evaluation: Effective; implemented through adoption of General Operating Procedures and annually updated Hurricane Plans.

Activity: Comprehensive Plan, Conservation and Coastal Management Element, Strategies 3.2.2.1 and 3.2.1.2 – Participate in all transportation planning efforts to ensure the 18 hour maximum total hurricane evacuation time can be maintained and consider a hurricane shelter policy of vertical refuge as a policy of last resort.

Evaluation: Effective through ongoing coordination efforts.

Activity: Fire Department Life Safety review of all building permit application for mitigating potential loss of life and property caused by fire and other hazard.

Evaluation: Effective through joint Planning, Zoning, Building, and Fire Department review.

Activity: Encourage owners of structures threatened by destruction to relocate their buildings (Comprehensive Plan, Conservation and Coastal Management Element, Policy 1.4.1.2).

Evaluation: Partially effective; implemented through land development approval process.

Activity: Support owners taking advantage of “buy out” programs for structures in the V-zone (Comprehensive Plan, Conservation and Coastal Management Element, Strategy 3.1.2.3).

Evaluation: Effective through implementation.

Palmetto

Activity: Heavy commercial and industrial land uses subject to certain performance standards (Comprehensive Plan, Future Land Use Element, Policy 1.3.4).

Evaluation: Effective as policy guideline.

Activity: Coastal areas shall be conserved and protected by restricting development, encouraging use of planned development techniques, and acquisition of property for public open space (Comprehensive Plan, Future Land Use Element, Policy 1.5.1).

Evaluation: Effective as policy guideline.

Activity: Coastal densities to be consistent with local or regional coastal evacuation plans (Comprehensive Plan, Future Land Use Element, Policy 1.5.2).

Evaluation: Effective as policy guideline.

Activity: Improve hurricane evacuation clearance times (Comprehensive Plan, Coastal Management Element, Policies 8.5.1.and 8.5.2).

Evaluation: Partially effective; reevaluate after the Tampa Bay RPC produces its latest evacuation maps.

Activity: Avoid high density development in areas projected to receive major hurricane damage (Comprehensive Plan, Coastal Management Element, Policy 8.6.1).

Evaluation: Effective as policy guideline.

Activity: Prohibit the planting of Australian Plan, Melaleuca, Brazilian pepper, Mimosa pigra and other nuisance species (Comprehensive Plan, Coastal Management Element, Policy 8.1.8).

Evaluation: Effective as policy guideline.

Activity: Implementation of stormwater management guidelines and standards (Comprehensive Plan, Stormwater Management Element, Policies 6.1.1.1, 6.1.5 & 6.1.7).

Evaluation: Effective through implementation of land development code.

Activity: Establishment of schedule of drainage improvements (Comprehensive Plan, Stormwater Management Element, Policies 6.4.1 & 6.4.2).

Evaluation: Effective as policy guideline.

Activity: Land development regulations shall be consistent with the comprehensive plan with regards to drainage and stormwater management (Comprehensive Plan, Future Land Use Element, Policy 1.8.2).

Evaluation: Effective through implementation of land development regulations.

Activity: Use the local planning process to protect identified wetlands from physical and hydrologic alteration (Comprehensive Plan, Conservation Element, Objective 9.2).

Evaluation: Effective as policy guideline.

Activity: Development of environmentally sensitive areas such as wetlands to be avoided (Comprehensive Plan, Future Land Use Element, Policy 1.1.1).

Evaluation: Effective as policy guideline.

Activity: To ensure the preservation and compatibility of development on properties containing environmentally sensitive lands, allow the transfer of a portion of the density/intensity of the environmentally sensitive land to the upland acreage (Comprehensive Plan, Future Land Use Element, Policy 1.1.1).

Evaluation: Effective as policy guideline.

Activity: Establish land use criteria which give priority to the siting and development of water-dependent uses in the coastal area (Comprehensive Plan, Coastal Management Element, Policies 8.3.1 & 8.3.2).

Evaluation: Effective as policy guideline.

Activity: Residential development within low-lying areas subject to flooding shall meet flood insurance standards of elevation and be limited to densities that permit safe evacuation (Comprehensive Plan, Future Land Use Element, Policy 1.1.2).

Evaluation: Effective as policy guideline.

Activity: New development shall be permitted only where adequate drainage and stormwater management….are provided (Comprehensive Plan, Future Land Use Element, Policy 1.1.4).

Evaluation: Effective as policy guideline.

Activity: Continue to designate land within the coastal high hazard area as either RES-4 or Planned Development (Comprehensive Plan, Future Land Use Element, Policy 1.5.3).

Evaluation: Effective as policy guideline.

Activity: Encourage in-fill development in areas closer to the commercial core through allowing higher intensity in the commercial core zoning district. If the property is located within the coastal high hazard area, then appropriate density and intensity limitations shall apply (Comprehensive Plan, Future Land Use Element, Policy 1.2.3).

Evaluation: Effective as policy guideline.

Activity: Maximize the existing wastewater treatment facilities by limiting opportunities for inflow and infiltration and modify lift stations to ensure the effective collection of wastewater (Comprehensive Plan, Sanitary Sewer Element, Objective 4.2 and implementing policies).

Evaluation: Effective as policy guideline.

Activity: Cooperate with Manatee County to advise residents of the appropriate methods for disposal of hazardous materials (Comprehensive Plan, Solid Waste Element, Policy 5.1.5).

Evaluation: Effective through ongoing cooperation.

Activity: Continue to cooperate with the County in the development of the Local Comprehensive Emergency Management Plan which will include a mitigation strategy for Palmetto (Comprehensive Plan, Coastal Management Element, Policy 8.6.3).

Evaluation: Effective through ongoing cooperation.

Activity: Allow no storage of hazardous materials of over 220 lbs or acutely hazardous over 2.2 lbs per month. Allow no storage of hazardous materials in the 100-year floodplain or within 200 feet of any watercourse, whichever is greater. All hazardous materials must be stored in non-discharge storage facilities (Land Development Code 604.2.2.5(1) & (2), 604.1.2.6(2), & 604.1.2.6(4)).

Evaluation: Effective through enforcement.

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APPENDIX G

MITIGATION INITIATIVES

AND

PROJECT PRIORITIZATION

The Local Mitigation Strategy Working Group considers all projects that focus on mitigating losses created by natural or man-made disasters. Priorities will be given to projects that demonstrate the use of mitigating techniques in developing or retrofitting areas or structures in order to minimize effects from a catastrophic occurrence. A list illustrating hazard-mitigation projects will be maintained as a part of the Local Mitigation Strategy. The list will be scheduled for review at a minimum on an annual basis.

A detailed hazard identification and vulnerability analysis is designed to be included with the following review criteria. This analysis will provide the LMS Working Group with the ability to quantify a particular project based upon: the type of hazard being mitigated (e.g.: flooding, wind, chemical spill, etc.), the potential (or current) frequency of the hazard, the cost benefit associated with mitigating for the hazard (etc.). Although the criteria has the same weight as other listed criteria, it provides the Working Group with the ability to perform an internal review of similar projects associated with their respective jurisdiction and possible inclusion into respective Comprehensive and Capital Improvement Plans.

Additionally, there is population and location differences from one area of the county to the next, and hazard mitigation needs are expected to vary between the four jurisdictions. Priorities within one community may not necessarily reflect the priorities of another community. The process illustrated provides a working framework in which the Local Mitigation working Group will prioritize mitigation projects.

The following table represents the scoring matrix used for the submission of initiatives for consideration for inclusion in the Manatee County LMS.

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Mitigation Initiatives Evaluation Score Sheet

Category & Explanation	Maximum Points Available	Scoring Instructions	Points Awarded
1. Identified Problem Decide how important a mitigation initiative this is.	5	Major concern to Manatee County & all its jurisdictions Major concern to more than one jurisdiction Considered an important concern Considered moderately important Considered necessary but not an immediate need	(5) (4) (3) (2) (1)
2. Location of Project based on FEMA FIRM Maps Take into consideration whether the project is identified in one of the FIRM maps zones.	5	V-zone location A-zone location *Outside Flood Plain*	(5) (4) (0)
3. Percentage of Total County Population Benefited Take into consideration the percentage of the County wide population who would directly or indirectly benefit from implementation of this proposal.	5	76% to 100% 51% to 75% 26% to 50% 11% to 25% 10% or less	(5) (4) (3) (2) (1)
4. Percentage of Affected Jurisdiction(s) / Organizations (s) Population Benefit (i.e. population served by agency / department) Take into consideration the percentage of the population in the total number of jurisdictions which would benefit from the proposed mitigation initiative.	5	76% to 100% 51% to 75% 26% to 50% 11% to 25% 10% or less	(5) (4) (3) (2) (1)
5. Health & Safety Benefit Take into consideration the benefit to those served directly by proposed mitigation initiative.	5	76% to 100% 51% to 75% 26% to 50% 11% to 25% 10% or less	(5) (4) (3) (2) (1)

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6. Identified by Multiple Jurisdictions Take into consideration the number of jurisdictions which have identified the same mitigation initiative.	5	Five jurisdictions or more Four jurisdictions Three jurisdictions Two jurisdictions One jurisdiction	(5) (4) (3) (2) (1)
7. Jurisdictions Benefited Take into consideration the number of jurisdictions which would benefit from the proposed mitigation initiative.	5	Five jurisdictions or more Four jurisdictions Three jurisdictions Two jurisdictions One jurisdiction	(5) (4) (3) (2) (1)
8. Threat of Loss Take into consideration the frequency of loss or damage due to hazard(s). Take into consideration the severity of the loss, including casualties, property damage, economic loss, loss of services, size of area impacted and population impacted. Based on the Vulnerability Analysis, Historical Data, and Local Knowledge, assign a maximum score to projects which mitigate frequent loss areas, reducing the score assigned to projects as frequency of events decline. This will be a judgment call, based on the Hazard Vulnerability Analysis, Historical Data, Local Knowledge, and your experience.	5	High probability of recurrence High probability of occurrence Moderate probability of occurrence Low probability of occurrence Minimal probability of occurrence	(5) (4) (3) (2) (1)
9. Effective Life Expectancy of Initiative Take into consideration the expected useful life of the mitigation initiative.	2	More than 25 years Less than 25 years	(2) (1)
10. Cost Effectiveness (benefit to cost ratio) Take into consideration the benefit/cost ratio of the mitigation initiative.	1	Cost Effective Not cost Effective	(1) (0)

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11. Probability of Funding Take into consideration the availability of funds and the potential for future funding. If funding is currently available, mitigation initiatives may be enacted more quickly. A low score here does not lessen the importance of the initiative; it simply indicates that the project may not be as immediately do-able.	3	Funding sources now available for this type of project Funding sources availability expected within 2 - 5 years Funding sources availability expected within 3 – 5 years Funding sources availability expected to be over 5 years	(3) (2) (1) (0)
12. Community Rating System Credit Take into consideration whether the proposed initiative would provide points toward improving CRS Classification and reducing flood credit insurance rates.	1	Conveys credit points Conveys no credit points	(1) (0)
13. Identified in Existing Comprehensive Growth Management Plan Take into consideration that mitigation initiatives must comply with the Comprehensive Growth Plan of the jurisdiction; consider whether it is also an initiative which has been identified within the Plan.	2	*Identified in Comp Plan* Consistent with Comp Plan Inconsistent with Comp Plan	(2) (1) (0)
14. Identified in Existing CEMP or other Functional Plan Take into consideration any functional plan developed by any government entity, e.g., NFIP, NPDS, EPDS, etc.	1	Identified in any functional plan Not identified in any government plan	(1) (0)
15. Public Acceptance Take into consideration public support for and acceptance of this initiative.	1	Public support No public support	(1) (0)
16. Environmental Considerations Take into consideration whether there are any environmental drawbacks.	1	Positive environmental impact No environmental impact Negative environmental impact	(1) (0) (-1)

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17. Matching Funds Take into consideration whether matching funds will be required and the availability of matching funds.	3	No matching funds required Matching funds required and are readily available Matching funds are required and will delay initiative Cannot raise or obtain required matching funds	(3) (2) (1) (0)
18. Timeframe Take into consideration the time it will take from inception *of funding commitment* for the mitigation initiative to accomplish its stated goal(s).	5	Within one year of inception of initiative Within two years Within three years Within four years Within five years Over five years	(5) (4) (3) (2) (1) (0)
19. Partnership Take into consideration whether project will be cooperative effort between public and private interests.	1	Yes No	(1) (0)

PROJECT PRIORITY INITIATIVES LIST

Priority Rank	Score	Name & Description of Project	Jurisdiction	Agency Responsible	Hazards Mitigated	Project Category	New or Existing bldg/infrast.	Mitigation Goals Achieved	Potential Funding Source(s)	Match (if applicable)	Estimated Costs	Status	If Deleted or Deferred, Why	Timeframe for Completion
2	57	Post Disaster Redevelopment Plan Update	ALL	County Administrator's Office	ALL	1,3,4,5	N/A		Jurisdiction Funds		$100,000	New		2019 / 2020
3	56	Full replacement of windows and doors with impact resistant windows and doors	City of Anna Maria	Public Works Department	Hurricanes, Tornados, Severe Storm	2,6	Existing	No	CIP		$50,000	In progress		2016/2017
4	56	Shuttering – installation of storm shutters on all city buildings	City of Bradenton Beach	Public Works Department	Hurricanes, Tornados, Severe Storm	2,6	Existing	No	Jurisdiction Funds		$35,000	In progress	Additional funding required	2020-2023
5	55	Evacuation Routes & Drainage – Drainage system SR 789, to combat flooding	City of Bradenton Beach	Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	Flood damage reduction & evacuation route safety improvements	FDOT		$15,000,000	In progress	Requires FDOT design & Pending Funding	2020-2025
6	55	Evacuation Routes & Drainage - Marina Dr. Drainage Improvements with Basins 12 and 13 bounded by Northern City Limits and 79th Street to the South – Street & Structure Flooding, Repetitive Loss Areas	City of Holmes Beach	Superintendent of Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	3	Jurisdiction Funds		$325,000	In progress	Pending Funding	2-3 years
7	55	Evacuation Routes & Drainage – Marina Dr. Drainage Improvements within Basins 7 and 9 bounded by 54th Street to the South and 64th Street to the North – Street & Structure Flooding, Repetitive Loss Area	City of Holmes Beach	Superintendent of Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	3	Jurisdiction Funds		$650,000	In progress	Pending Funding	2-3 years
8	55	MCUD have remote drinking water facilities which have large trees and other destructive vegetation that are encroaching on security access control and critical equipment. Damage from Hurricane Irma (trees falling on fences and equipment) has prompted this mitigation action.	ALL	Utilities Department Contact: Kate Quilty	Hurricane, Tornadoes, Severe Storm, Terrorist Attacks, Sabotage	1,4,5,6	Existing	1	Jurisdiction Funds		$141,000	New		1 year
9	54	Community Emergency Response Team - To provide a coordinated community response in time of emergency or catastrophic disaster situation. CERT is designed to prepare individuals to help themselves, their families, and their neighbors when professional emergency services are overwhelmed by a large-scale emergency. Then, as a team, they can assist within their own community until more qualified help arrives.	ALL	Public Safety, Emergency Management Division	ALL	1	N/A	No	Not identified		$5,000	Deferred	Pending funding	6 months
10	54	Relocation of Station 3 – flood area, inability to operate when flooded; location impedes adequate coverage	ALL	North River Fire District	Hurricane, Flood, Sea Level Rise, Severe Storm	1,4,5,6	New	No	Not identified		$1,800,000	Deferred	Pending funding	3 years
11	54	Replace / upgrade remote telemetry unity to telemetry control units on lift stations in flood plains within Manatee County.	ALL	Utilities Department Contact: Ralph Braun	Hurricane, Flood, Sea Level Rise, Severe Storm,	2,4,6	Existing	1	CIP		$4,098,687	New		2 years
12	53	Shuttering – This project will shutter three fire stations and the administration building.	ALL	Cedar Hammock Fire Control District	Hurricanes, Tornados, Severe Storm	1,2,4,5	Existing	No	Not identified		$67,362	Deferred	Pending funding	6 months
13	53	Evacuation Routes & Drainage – Raise road, install proper drainage system – Highland Avenue - to combat flooding of homes, roadways and evacuation routes	City of Bradenton Beach	Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	Flood damage reduction & evacuation route safety improvements	SWFMD Match & FEMA HMGP Grant		$450,000	In progress		2020-2023
14	53	Drainage – Raise road, install proper drainage system – Church Avenue – to reduce incidence of flooding	City of Bradenton Beach	Public Works	Hurricane, Flood, Severe Storm	1,4,5,6	New	Flood damage reduction & evacuation route safety improvements	SWFMD Match & FEMA HMGP Grant	SWFWMD Match	$50,000	In progress		2020-2023

15	53	Education – Publish and distribute education material to HazMat facilities to combat risk of hazardous releases.	ALL	Parks & Natural Resources Dept. / Environmental Protection Division	Hazardous Materials Release	1	N/A	Yes	Jurisdiction Funds		$40,000	In progress		Completed Annually
16	53	Generator for the main jail facility. This will enable the jail to be fully operational during a power outage.	ALL	Sheriff's Office	ALL	2	Existing	1	Not identified		$2,500,000	New		1 year
17	51	Evacuation Routes & Drainage Basin 6 Gulf Dr. and Marina Dr. Drainage Improvements bounded by 46th St. to the South and 56th St. to the North, Street & Structure Flooding, Area of Repetitive Loss	City of Holmes Beach	Superintendent of Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	3	Jurisdiction Funds		$100,000	In progress	Pending funding	2-3 years
18	51	Generators – upgrade to a permanent generator powered by natural gas – current generator is advanced in age and only supplements power to ME refrigerators, two outlets that support vaccine refrigerators on one outlet in technology servicer room. Recent power failures accentuated the need to upgrade to permanent generator to support public services to county population which includes services from W.I.C., Environmental Health and Public Health Services. A critical facility.	ALL	Florida Department of Health in Manatee County	Hurricanes, Tornados, Severe Storm, Power Failure	2	Existing	No	Not Identified		Unknown	Deferred	Pending funding	1 year
19	50	Evacuation Routes & Drainage – Basins 10 and 11 Drainage Improvements – Intersection of Palm Dr, Marina Dr, Key Royale Dr, and 66th St (Basins bounded by 64th St to south and 79th St to North) – Street & Structure flooding, Repetitive Loss Areas	City of Holmes Beach	Superintendent of Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	3	Jurisdiction Funds		$675,000	In progress	Pending Funding	2-3 years
20	50	Communications – AM Broadcast Station for the Water Treatment Plan. Purchase and install an AM Broadcast Station and install signage to provide emergency information to residents near the Manatee County Water Treatment Plan and Dam to warn and update on and for flooding events, evacuations, as well as other pertinent information regarding emergency events.	ALL	Utilities Department	Hurricanes, Flood	1,4	New	No	Not identified		$80,000	Deferred	Pending Funding	6 months
21	50	Communications – Mutual Aid and Interoperable Communications – Purchase additional mobile and portable VHF radio equipment to all MCUOD Strike First Teams to communicate with emergency responders during disaster operations inside and outside of Manatee County	ALL	Utilities Department	ALL	4	New	In progress	Jurisdiction Funds		$50,000	In progress		1 year
22	50	Communications – Satellite WAN Data and Internet System – purchase and install Satellite WAN System for DATA and Internet/Intranet at critical MCUOD facilities: Utilities Administration, Utilities Administration Annex, Utilities Compound (Distribution, Utilities Maintenance and Sewage Collection), Water Treatment Plan, Southwest and Southeast Regional Treatment Plants, North County Regional Treatment Plant, Bayshore Lift Stations and Solidwaste Landfill Operations. This system will link our critical systems such as SCADA, Radar, EENET, and will allow secure data transmission and access at all MCUOD sites to provide services during daily and emergency operations.	ALL	Utilities Department	ALL	4	New	No	Not identified		$130,000	Deferred	Pending Funding	1 year
23	49	Water Treatment Plant Potable water ground and elevated storage booster pump generators – Elwood Park I, Elwood Park II, North County groundwater storage, Port of Manatee and Cortez locations. Replace for end of service life and one initial generator procurement – power losses are mitigated by generator presence in order to maintain potable water and fire main pressures during and after an incident until power is restored.	ALL	Utilities Department Contact: Candie Schwartz	Hurricanes, Flood, Severe Storm, Power Failure, Terrorist Acts, Sabotage	1,2,4,5,6	New		Jurisdiction Funds		$700,000	Deferred	Pending Funding	As funding allows
24	49	Utilities Master Life Station: 400 KW Portable Generator	ALL	Utilities Department Contact: Candie Schwartz	Hurricane, Flood, Severe Storm, Power Failure	2	Existing		Jurisdiction Funds		$275,000	Deferred	Pending Funding	As funding allows
25	49	Generators – Purchase 6 back-up generators for traffic signals on evacuation routes through City of Palmetto. Power outages negatively impact evacuation. Back-up power generators for traffic signals will mitigate problem of unnecessary congestion on evacuation routes.	City of Palmetto	Public Works	ALL	2	Existing	No	Not identified	CIP	$33,000	Deferred	Pending Funding	1 year
26	49	Education – Education Program Emergency Plan for Pets. Public fails to plan for pets' safety in the event of evacuations	ALL	ESF 17	ALL	1	N/A	Yes	Jurisdiction Funds		$2,500	In progress		Completed Annually
27	49	Public Health – Gravity Sewer System Control. Raw sewage escape; side of road discharge	ALL	Utilities Department	Hurricanes, Flood, Severe Storm	4,5,6	Existing	No	Not identified		$200,000	Deferred	Pending Funding	2 years

28	49	Security/Safety/Emergency Response – Security Camera System for Manatee County Operations Department. Upgrade and install security camera systems, monitors, and records at MCUOD Administration Building and Utility Operations Complex, Water Treatment Plant, Southwest and Southeast Regional Sewage Treatment Plants, North County Regional Sewage Treatment Plant and the Landfill.	ALL	Utilities Department	Terrorist Acts, Sabotage	4	New		Jurisdiction Funds		$1,000,000	In progress		5 years
29	48	Communications – Radio Equipment and Accessories. Outdated communications equipment for Public Safety. In 2006 all radio consoles updated to the latest Maestro software and new hardware platforms and added a 4th radio; purchased 14 new portables with ProScan and ProVoice – latest from MA/Com; much replacement equipment still required.	ALL	Public Safety	ALL	4	New	CIP	Not identified		$500,000	In progress	Additional funding required	1 year
30	48	Evacuation Routes & Drainage – Removable Controllers for Satellite Lift Stations. Flooding	ALL	Utilities Department	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	No	Not identified		$120,000	Deferred	No funds available	2 years
31	48	Evacuation Routes & Drainage – Australian Pines removal. Problem with trees being easily uprooted and causing blockage of evacuation routes	Town of Longboat Key	Public Works Department	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	No	Streets Capital Funds		$150,000	Deferred	Funding and contingent upon Rights of Ways and access to private property	6 months
32	48	Evacuation Routes & Drainage – Streets and drainage improvement. Flooding	Town of Longboat Key	Public Works Department	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	No	Streets Capital Funds		$1,600,000	Deferred	Funding and contingent on Engineering Study	4 years
33	48	Heli-Stop – To place a heli-stop of 100x100 sq. ft. concrete pad relative to the front entrance parking lot of the Public Safety Building to include FAA approved lighting and markings. This will allow many types of emergency response personnel and Senior Leadership quick and timely access to the Emergency Operations Center, Manatee County Emergency Management, and allow interoperability with different government agencies inside and outside of the county. During a disaster, timeliness and immediate response of disaster relief and Emergency Support Function personnel is critical to allow for the protection of our citizens.	ALL	Public Safety, Division of Emergency Management	ALL	4,5,6	New	No	Not identified		Unknown	Deferred	Pending Funding	6 months
34	48	Evacuation Routes & Drainage – North Shore Drive Evacuation Route – North Shore Drive, north of Pine Ave. which runes one block east of the Gulf of Mexico and lies in a Velocity Zone per the FEMA FIRM. The location of this evacuation route for the city serves as a connection route to Gulf Dr. for half of the City's population	City of Anna Maria	Public Works Department	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	No	Not identified		Unknown	Deferred	Pending Funding	2-5 years
35	48	Evacuation Routes & Drainage – Northern Neighborhood Drainage Study and Engineering. Problem with street and structure in area of multiple repetitive loss	City of Anna Maria	Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	Partially	ECU funds		$450,000	In progress		4 years
36	48	Generator replacement for their critical facility that houses their fire department.	ALL	Sarasota Manatee Airport Authority Contact Jeffrey Sasada	Hurricanes, Flood, Tornado, Severe Storm, Power Failure	2	Existing	1, 3	Sarasota Manatee Airport Authority Budget		$375,000	New		2 years
37	47	Evacuation Routes & Drainage – Basins 2 and Basin 4 drainage improvements - South/Central Neighborhood bounded by 31st St to south and 43rd St to North. Street and structure flooding. Repetitive Loss Areas	City of Holmes Beach	Superintendent of Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	3	Jurisdiction Funds		$100,000	In progress	Pending Funding	2-3 years
38	47	Shuttering – Firehouse Update. Placement of shutters on all windows and main doors. Replacement of 7 apparatus bay doors as they are not rated doors. This is to make the station a safer place to bring people caught on the airport when cover must be taken. This will also secure the equipment so it can be pressed into service when needed. This project is to protect lives and property and keep the airport ready to serve the needs of this area.	Manatee County / Sarasota County	Sarasota Bradenton International Airport	Hurricanes, Tornado, Severe Storm	2	Existing		Not identified		$87,000	Deferred	Pending Funding	1 year

39	47	Evacuation Routes & Drainage – South Bay Neighborhood Drainage Study and Engineering. Problem with street and structure flooding	City of Anna Maria	Public Works Department	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	Partially	ECU funds		$165,000	In progress		2-3 years
40	47	Central Jail Administration Building Hurricane Shuttering	ALL	Property Management	Hurricanes, Tornado, Severe Storm	2	Existing		25% Property owners, 75% HMGP funding	$39,581	$158,327	New		1 year
41	47	Medical Examiner Hurricane Shuttering	ALL	Property Management	Hurricanes, Tornado, Severe Storm	2	Existing		25% Property owners, 75% HMGP funding	$27,481	$109,924	New		1 year
42	47	Utilities Operations Building Hurricane Shuttering	ALL	Property Management	Hurricanes, Tornado, Severe Storm	2	Existing		25% Property owners, 75% HMGP funding	$14,408	$57,632	New		1 year
43	47	Supervisor of Elections Hurricane Shuttering	ALL	Property Management	Hurricanes, Tornado, Severe Storm	2	Existing		25% Property owners, 75% HMGP funding	$24,278	$97,112	New		1 year
44	47	Braden River Library Hurricane Shuttering	ALL	Property Management	Hurricanes, Tornado, Severe Storm	2	Existing		25% Property owners, 75% HMGP funding	$31,605	$126,512	New		1 year
45	46	Evacuation Routes & Drainage – Basin 1 drainage improvements – Southern neighborhood bounded by 27th St to the south and 31st St to the North. Street & structure flooding. Repetitive Loss Areas	City of Holmes Beach	Superintendent of Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	3	Jurisdiction Funds		$150,000	In progress	Pending Funding	2-3 years
46	46	Evacuation Routes & Drainage – Drainage System for Manatee Avenue from 26th through 59th Streets West. Problem with evacuation route flooding. Manatee Avenue is a main evacuation route.	City of Bradenton	FDOT	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	Yes	FDOT		$500,000	In progress		3 years
47	46	Evacuation Routes & Drainage – Drainage System for Cortez Road from 26th through 71st streets West. Problem with the evacuation route flooding. Cortez Road is a main route of evacuation.	Manatee County / City of Bradenton	FDOT	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	No	FDOT		$500,000	Deferred	Pending Funding	3 years
48	46	Generators – Special Needs Generator	ALL	Public Safety Department Division of Emergency Management	ALL	2	Existing	No	Not identified		$12,000,000	Deferred	Pending Funding	1 year
49	46	Generators – Generators for Satellite Lift Stations. Need fifteen 65 KW generators at $25,000 each and ten 35 KW generators at $18,000 each to combat loss of power from flooding	ALL	Utilities Department	ALL	2	Existing		Jurisdiction Funds		$705,000	In progress		5 years
50	46	Emergency Lighting – Manatee Glens Hospital Shelter Upgrade. Manatee Glens Hospital serves as the psychiatric receiving center and the emergency housing shelter for inpatient psychiatric hospital clients for Manatee County. Our request is for additional emergency lighting to increase the square footage of shelter. Our goal is to keep psychiatric clients in an appropriate setting during times of evacuation	ALL	Centerstone Hospital	ALL	2	Existing	No	Not identified		$9,000	Deferred	Pending Funding	1 year
51	46	Generators – Manatee Glens Hospital Shelter Upgrade -. Manatee Glens Hospital serves as the psychiatric receiving center and the emergency housing shelter for inpatient psychiatric hospital clients for Manatee County. Our request is for additional fuel tank to increase the square footage of shelter. Our goal is to keep psychiatric clients in an appropriate setting during times of evacuation	ALL	Centerstone Hospital	ALL	2	Existing	No	Not identified		$7,200	Deferred	Pending Funding	1 year

52	46	Shuttering – Station 6. Station 6 will be the backup EOC if Station 2 EOC goes down.	ALL	North River Fire District	Hurricanes, Tornado, Severe Storm	2	Existing	No	Not identified		$2,000	Deferred	Pending Funding	6 months
53	45	SWWRF Collection System Area Infiltration Mitigation SWWRF and Rubonia Inflow Mitigation	ALL	Utilities Department Contact: Candie Schwartz	Hurricanes, Flood, Severe Weather	4,5,6	N/A		Jurisdiction Funds		$3,998,000	Deferred	Pending Funding	5 years
54	45	Shuttering – Shutters and doors for City Garage, Public Works Purchasing and Sanitation Office.	City of Bradenton	Public Works & Utilities	Hurricanes, Tornado, Severe Storm	2	Existing	No	Not identified		$250,000	Deferred	Pending Funding	2 years
55	45	Evacuation Routes & Drainage – Key Royal Drive Drainage improvements. Street & structure flooding	City of Holmes Beach	Superintendent of Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	3	Jurisdiction Funds		$125,000	In progress	Pending Funding	2-3 years
56	45	Facility Hardening – Citywide residential floodproofing. Problem with repeated structure flooding	City of Anna Maria	Public Works and Planning and Development	Flood	2,6	Existing	Partially	ECU funds		$106,000	In progress		2 years
57	45	Evacuation Routes & Drainage – Lake La Vista Neighborhood Drainage Study and Engineering. Problem with street and structure flooding	City of Anna Maria	Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	Partially	ECU funds		$75,000	In progress		2 years
58	44	Evacuation Routes & Drainage – North/Central Neighborhood Drainage Study and Engineering. Problem with street and structure flooding.	City of Anna Maria	Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	Partially	ECU funds		$90,000	In progress		2 years
59	44	Evacuation Routes & Drainage – Basin 5 & 8 Central Neighborhood improvements bounded by 43rd St to the south and Flotilla St to the north	City of Holmes Beach	Superintendent of Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	3	Jurisdiction Funds		$325,000	In progress	Pending funding	2-3 years
60	44	Evacuation Routes & Drainage – Traffic Signal Support Upgrade. Upgrading the traffic signal support to mast arm at 53rd Ave W/26th St W intersection will provide for better structural integrity to withstand tropical storm and hurricane level wind force. In addition, this will allow for a quicker recovery after a storm/hurricane event	ALL	Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	No	Not identified		$400,000	Deferred	Pending Funding	1 year
61	44	Generators – 35KW Generator for Manatee County Landfill. Problem with power loss due to flooding	ALL	Utilities Department	ALL	2	Existing		Jurisdiction Funds		$18,000	In progress		6 months
62	44	Repetitive Loss – Buyout of Repetitive Loss Properties. Buyout 4-6 repetitive loss residences downstream of Lake Manatee	ALL	Utilities Department	Hurricane, Flood, Severe Storm	3,4,5,6	N/A		Jurisdiction Funds		$2,000,000	In progress		5 years
63	44	Education – Public Information Booklet. Educate public as to the value of storm and wind proofing.	City of Anna Maria	Planning and Development Department	ALL	1	N/A	Yes	Jurisdiction Funds		$2,000	In progress		On going
64	44	Shuttering – Shutter City Centre Building. Harden entire building with Miami-Dade approved shutters over all vulnerable openings, to protect building contents from adverse effects of severe weather.	City of Bradenton	City of Bradenton Fire Department	Hurricanes, Tornado, Severe Storm	2	Existing	No	Unknown	Unknown	$500,000	Deferred	Pending availability of funding (grant and match)	1 year
65	44	South Village NOSO Repair/Replacement of Affordable Housing. Facility hardening for 20 affordable rental units.	ALL	Manatee County Housing Authority Contact: Brenda Lovett	Hurricanes, Tornado, Severe Storm	2	Existing	1, 3	Insurance		$406,860	New		2 years
66	43	Generators – MSO District II and III UPS. These are two primary substations for patrol operations. If power is interrupted countywide these districts should be operational by generator to support law enforcement services to their assigned area of the county	ALL	Manatee County Sheriff's Office	ALL	2	Existing	No	Not identified		$200,000	Deferred	Pending funding	1 year
67	43	Shuttering – Manatee Glens Hospital Shelter Upgrade. Manatee Glens Hospital serves as the psychiatric receiving center and the emergency housing shelter for inpatient psychiatric hospital clients for Manatee County. Our request is for shutters to increase the square footage of shelter. Our goal is to keep psychiatric clients in an appropriate setting during times of evacuation.	ALL	Centerstone Hospital	ALL	2	Existing	No	Not identified		$429,792	Deferred	Pending funding	2 years
68	43	Facility Hardening – Elevate City Hall	City of Bradenton Beach	Building Official/ Public Works Director	Hurricanes, Flood, Severe Storm	2	Existing	Reduction of potential Flood Damage	Jurisdiction Funds		$520,000	In progress	Additional funding required	2019-2020
69	43	Facility Hardening – Elevate Public Works Building	City of Bradenton Beach	Building Official/ Public Works Director	Hurricanes, Flood, Severe Storm	2	Existing	Reduction of potential Flood Damage	Jurisdiction Funds		$520,000	In progress	Additional funding required	2019-2020
70	42	Homeland Security - Purchase and installation of equipment, and private, underground fiber optic link between multiple facilities. Equipment and underground private fiber optic link with high bandwidth and availability will enable the Legislative, ECC, and Police Department branches to be moved to the Fire Department, and the Accounting Department to be located to the City Parking Garage. This will allow for a quick turnaround time to relocate and resume normal operation	City of Bradenton	City of Bradenton Fire Department	Terrorist Acts, Sabotage	4	New	No	Unknown	Unknown	$200,000	Deferred	Pending cooperative agreement with Manatee County Information Technology	1 year
71	41	Wind Retrofit - City Hall replacement windows and install permanent backup generators	City of Holmes Beach	City Engineer	Hurricanes, Tornado, Flood, Severe Storm	2	Existing		Jurisdiction Funds	25% Property owners, 75% HMGP funding	$151,123.12	New		2 years

72	41	Utilities Master Lift Stations Lightning Protection surge and Grounding Installation Project at three master lift stations: RTU 677, 583, and 838	ALL	Utilities Department Contact: Candie Schwartz	ALL	2	Existing		Jurisdiction Funds		$51,000	Deferred	Pending Funding	As funding allows
73	41	Communications – Computer/video system. To reconfigure the computer/ video system to allow the display of multiple computer/ video images during EOC activations.	ALL	Public Safety Department Division of Emergency Management	ALL	4	Existing	No	Not identified		$40,000	Deferred	Pending Funding	6 months
74	41	Harden Facility Addition – 20' x 100' hardened building extension/addition to house critical electronics: electrical traffic signals and fabrication (sign) equipment during emergency response/ recovery, staging and crew assembly.	ALL	Public Works Department Transportation	ALL	2	Existing	No	Not identified		$60,000	Deferred	Deferred for budgeting reasons	1 year
75	41	Shuttering – Hardening roof structure & roll down window shutters. Hardening roof structure to recommended FEMA storm wind – strata level and roll down window shutters for the new G.T. Bray Park Administration Building. Note: The Gymnasium is designated as a Federal Disaster Recovery Center 9DRC) for Manatee County. Hardening of the new center is even more important in managing recourses and manpower during and after such weather, or other related crisis event (s).	ALL	Parks and Natural Resources Department	Hurricanes, Tornado, Severe Storm	2	Existing	No	Not identified		$40,000	Deferred	Pending Funding	2 years
76	41	Evacuation Routes & Drainage – Bay Drive South from Roundabout to 5th St. South - Hardening and Elevation of Corridor to protect against sea level ride and king tides	City of Bradenton Beach	Public Works	Hurricanes, Flood, Wildfire, Dam/Levee Failure	1,4,5,6	New	Flood Damage Reduction and Water Quality Treatment	Jurisdiction Funds		$175,000	In progress	Additional funding required	2020-2023
77	41	To remove residential properties by means of a combination of demolition rebuild and / or elevation of structures. Number of structures included in Mitigation initiative depends on combined Benefit Cost Analysis and willingness of number of individual residents to participate in the parameters of the grant program.	Town of Longboat Key	Town of Longboat Key Public Works Contact: James Linkogle	Hurricanes, Flood	3,4,5,6	N/A	1, 3	25% Property owners, 75% HMGP funding		$1,000,000	New		1 year
78	41	Building & Development Services - Hurricane Shutters Retrofit	ALL	Property Management	Hurricanes, Tornado, Severe Storm	2	Existing		25% Property owners, 75% HMGP funding		$9,800	New		1 year
79	41	Braden River Flood Mitigation - Repair erosion occurring along Braden River in two districts: Greenbrook CDD-4 behind Vistas neighborhood, walking trail has washed out serveral times, and Summerfield erosion occurring from runoff behind homes located along river, causing loss of property and possible damage to structures.	Lakewood Ranch	Property Management	Hurricanes, Flood, Severe Storm	4,5,6	New		25% Property owners, 75% FEMA		$417,564	In progress		1 year
80	40	Other – Extend the existing PSC sidewalk north to the perimeter road to provide a stable, dry area to stand on while plugging the main power codes from mutual aid command vehicles into the power stanchions that will be on the west side of the sidewalk against the parking lot fence. This present stabilized parking lot area is susceptible to standing water during major storms and tropical cyclones. The probability of electrical shock to personnel plugging equipment into electrical boxes, while standing in water along the fence line, is very high. Placing a sidewalk along the fence line would reduce that possibility. This sidewalk would also provide a dry path to use for personnel working in the stabilized parking area.	ALL	Public Safety Department	ALL	4,5,6	Existing	No	Not identified		$15,400	Deferred	Pending Funding	1 year
81	40	Facility Hardening – Re-enforce roof structure to meet current code. The trusses are not fastened property to the ring beam and do not meet current code. The aluminum soffit is 40" deep and has no structural support. Losing it could mean losing the roof system. The roof system need to be modified or replaced to withstand storm force winds.	ALL	Cedar Hammock Fire Control District	Hurricanes, Tornado, Severe Storm	2	Existing	No	Not identified		$200,000	Deferred	Pending Funding	2 years
82	40	Facility Hardening – Re-enforce roof structure to meet current code. The roof system (roof tiles, sheathing, and trusses) are not fastened to meet current code and need to be modified or replaced to withstand storm force winds.	ALL	Cedar Hammock Fire Control District	Hurricanes, Tornado, Severe Storm	2	Existing	No	Not identified		$250,000	Deferred	Pending Funding	2 years
83	37	Water Treatment Plant potable water processing basins festoon cords to be replaced with system has wind rating to ensure no loss of power for basins during any wind event, associated with high winds. Current festoon cables have no wind rating and are at end of service life.	ALL	Utilities Department Contact: Candie Schwartz	ALL	2	Existing		Jurisdiction Funds		$170,000	Deferred	Pending Funding	As funding allows
84	35	Facility Hardening (public housing 41 buildings; 33 affordable rental buildings). Install impact resistant windows, wind resistant cords, harden roof structure utilizing retrofit building procedures of existing trusses, sheathing, application of water barrier and secured shingles to all public housing and affordable rental housing units.	ALL	Manatee County Housing Authority	Hurricanes, Tornado, Severe Storm	2	Existing	No	Not identified		$1,332,000	Deferred	Pending Funding	5 years
85	35	Carnegie Library - Hurricane Shutters Retrofit	ALL	Property Management	Hurricanes, Tornado, Severe Storm	2	Existing		25% Property owners, 75% FEMA		$165,400	New		1 year
86	33	Generators – Generator for City hall. To serve as a mid-point for residents and Sheriff deputies for a pick-up point.	City of Anna Maria	Public Works	Hurricanes, Tornado, Severe Storm, Power Failure	2	Existing	No	Unknown		$50,000	Deferred	Pending Funding	2 years

APPENDIX H

POTENTIAL FUNDING SOURCES

A. PRE-DISASTER

Beach Funding Program

Overview	The program provides and manages grants for the planning and implementation of beach and inlet management projects to protect upland structures and infrastructure, to provide critical habitat for threatened and endangered species, to provide opportunities and to support local economies through tourism.
Eligibility	Local governments, including county and municipal governments, community development districts and special taxing districts.
Assistance Provided	Assistance in an amount up to 50 percent of project costs
Contact	Division of Water Resource Management Beaches and Mines Funding Assistance 2600 Blair Stone Road, MS 3601 Tallahassee, FL 32399-3000 Main Phone: 850-245-8336 beaches_funding@dep.state.fl.us

Building Resilient Infrastructure and Communities (BRIC)

Overview	The BRIC program aims to shift the federal focus away from reactive disaster spending toward research-supported, proactive investment in community research. BRIC projects demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design.
Eligibility	Eligible states, territories and federally recognized tribal governments can submit applications on behalf of sub applicants for BRIC funding.
Assistance Provided	Generally, the cost share for this program is 75% federal cost share funding/25% non-federal cost share funding.
Contact	State of Florida Division of Emergency Management Building Resilient Infrastructure and Communities Program 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 non-disasterprograms@em.myflorida.com

Community Disaster Loan Program

Overview	The CDL Program provide operational funding to help local governments that have incurred a significant loss in revenue, due to a major disaster, that has or will adversely affect their ability to provide essential municipal services.
Eligibility	• Be located in the presidentially declared disaster area, and the disaster must have adversely affected the level of essential municipal services previously provided.44 CFR §206.363(b)(2) • Be able to show a substantial loss (greater than 5%) of tax and other revenues for the current or succeeding year as are a result of a major disaster. 44 CFR §206.363(b)(2) • Not be in arrears with respect to any payments due on previous loans. • Ensure State law doesn't prohibit local governments from incurring indebtedness resulting from a federal loan.44 CFR §206.363(a)(1)
Assistance Provided	Loan amounts cannot exceed: • the cumulative est. revenue loss for the FY of the disaster and the subsequent three FYs; or • 25% of the approved operating budget of the local government for the FY in which the disaster occurred or the subsequent FY; or • the $5,000,000 loan cap. If the estimated revenue loss for the FY of the disaster is at least 75% of the local government's operating budget for that FY, the loan may be 50%of the local government's operating budget for the FY of the disaster but shall not exceed $5 million. The term of the loan is five years, and can be extended to ten years, with an Applicant selected payment schedule. 44 CFR §206.361(e) The interest rate for the five-year maturities are determined by the Secretary of the Treasury on the date the promissory note is executed by FEMA, adjusted to the nearest 1/8th percent. 44 §CFR 206.361(c)
Contact	FEMA, DHS CDL Program 500 C Street SW. Washington, DC 20472

Community Facilities Loan Program

Overview	To construct, enlarge, extend, or otherwise improve community facilities providing essential services to rural residents.
Contact	Rural Development 4440 NW 25th Place PO Box 147010 Gainesville, FL 32614-7010 (352) 338-3402

Conservation and Recreation Lands (CARL)

Overview	This grant program is intended to conserve environmentally endangered lands and provide resource conservation measures for other types of lands.
Contact	Florida Department of Environmental Protection Division of State Lands Marjory Stoneman Douglas Bldg. 3900 Commonwealth Blvd., MS 100 Tallahassee, FL 32399-3000 (850) 245-2118 www.dep.state.fl.us/lands/

Community Development Block Grant (CDBG)

Overview	The Community Development Block Grants (CDBG) provide for long-term needs, such as acquisition, rehabilitation or reconstruction of damaged properties and facilities and redevelopment of disaster-affected areas. Funds may also be used for emergency response activities, such as debris clearance and demolition, extraordinary increases in the level of necessary public services.
Eligibility	Eligible activities include, but are not limited to: • Voluntary acquisition or if appropriate, elevation of storm damaged structures (can be used as match for FMA projects in low income areas); • Relocation payments for displaced people and businesses; • Rehabilitation or reconstruction of residential and commercial buildings; • Assistance to help people buy homes, including down payment assistance and interest rate subsidies; and • Improvement to public sewer and water facilities
Assistance Provided	Cost share is required. Federal funding is available for up to 75 percent of the eligible activity costs. Grants are to be awarded based on request.

Contact	Department of Housing and Urban Development Community Planning and Development 451 7th Street, SW Washington, DC 20410 (202) 708-3587 www.hud.gov

Community Assistance Program State (CAP-SSSE)

Overview	To ensure that communities participating in the National Flood Insurance Program (NFIP) are achieving flood loss reduction measures consistent with program direction. The CAP-SSSEE is intended to identify, prevent and resolve floodplain management issues in participating communities before they develop into problems requiring enforcement action.
Eligibility	State, Local and tribal governments. Eligible activities include, but are not limited to: • Entering Floodplain Management Data into the Community Information System (CIS) (Required); • Strategic Planning; • Ordinance Assistance (Required); • CAP GAP Analysis; • Community Assistance Visits and Community Assistance Contacts (Required); • Outreach, Workshops and Other Training; • General Technical Assistance; • Mapping Coordination Assistance; • Coordination with Other State Programs and Agencies; and • Assistance to Communities in Responding to Disasters
Assistance Provided	Cost share is required. Federal funding is available for up to 75 percent of the eligible activity costs. Grants are to be awarded based on request.
Contact	Federal Emergency Management Agency Mitigation Directorate 500 “C” Street, SW Washington, DC 20472 (202)646-4621 http://www.fema.gov/fima/

Emergency Advance Measures for Flood Prevention

Overview	To perform activities prior of flooding or flood fight that would assist in protecting against loss of life and damages to property due to flooding.
Contact	US Army Corps of Engineers Attn: CECW – OE Washington, DC 20314 (202) 272-0251

Expanded Local Management Hazardous Waste Program

Overview	The primary purpose of this fund is to cover costs incurred to establish the expanded local hazardous waste management program as stated in FS403.7238 including training for county personnel, materials & equipment for educational activities.
Contact	Florida Dept. of Environmental Protection 2600 Blair Stone Rd. Tallahassee, FL 32399-2400 (850) 488-0300

Flood Control Projects

Overview	To reduce flood damages through projects not specifically authorized by Congress.
Contact	US Army Corps of Engineers Attn: CECW – OE Washington, DC 20314 (202) 272-1975

Flood Communities Trust (FCT)

Overview	This grant program facilitates the purchase of lands for conservation and/or recreation purposes by local governments. This land acquisition program helps to implement conservation, recreation, open space, and coastal elements of local comprehensive plans. The Board of Florida Communities Trust has latitude to consider innovative financing arrangements, loans, and land swaps. However, most of the Trust's funding is for land acquisition. Land acquisition projects in which matching funds are available will receive more favorable consideration, although a portion of available funds may be awarded on outright grants.
Eligibility	Sate and Indian Tribes
Assistance Provided	Individual grants are awarded based on requests
Contact	Florida Department of Community Affairs Florida Communities Trust 2555 Shumard Oaks Blvd. Tallahassee, FL 32399 (850) 922-2207 http://www.dca.state.fl.us/ffct/florida_forever.htm

Florida Department of Environmental Protection
319(h) Grant Program

Overview	The Nonpoint Source management Section administers grant money it receives from EPA through Section 319(h) of the Federal Clean Water Act. These grant funds can be used to implement projects or programs that will help to reduce nonpoint sources of pollution (NPS). Projects or programs must be conducted within the state's NPS priority watersheds and National Estuary Program waters.
Eligibility	State and local governments, certain private non-profit organizations or institutions, and Indian tribes
Assistance Provided	Project grants (match of funds or in-kind services required). FDEP funds up to 60% of total eligible costs. All projects must include at least a 40% nonfederal match.
Contact	Florida Department of Environmental Protection Nonpoint Source Management Program 2600 Blair Stone Road, M.S. 3570 Tallahassee, Florida 32399-2400 (850) 245-7508 http://www.dep.state.fl.us

Flood Insurance

Overview	To enable persons to purchase insurance against physical damage to or loss of buildings and/or contents therein caused by floods, mudslide (i.e., mudflow), or flood-related erosion, thereby reducing Federal disaster assistance payments, and to promote wise floodplain management practices in the Nation's flood-prone and mudflow-prone areas.
Contact	FEMA 3003 Chamblee Tucker Road Atlanta, GA 30341 (770) 220-5200

Flood Mitigation Assistance (FMA)

Overview	The Flood Mitigation Assistance (FMA) assists communities in implementing measures to reduce or eliminate the risk of long-term risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP). The FMA program strengthens national preparedness and resilience and supports the mitigation mission area through Strategic Goal #1 Building a Culture of Preparedness, Objectives 1.1, 1.2, 1.3, and 1.4 of the 2018 – 2022 FEMA Strategic Plan.

Eligibility	State, Local and tribal governments. Eligible activities include, but are not limited to: • Property acquisition, relocation or demolition; • Structural elevation; • Mitigation reconstruction; • Dry floodproofing of historical residential structures, and non-residential structures; • Localized flood risk reduction; • Soil stabilization; and • Infrastructure retrofit
Assistance Provided	Cost share is required. Federal funding is available for up to 75 percent of the eligible activity costs. PDM grants are to be awarded on a competitive basis and without reference to state allocations, quotas, or other formula-based allocation of funds
Contact	Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9966

Flood Plain Management Services

Overview	To promote appropriate recognition of flood hazards in land and water use planning and development through the provision of flood and flood plain related data, technical services, and guidance.
Contact	US Army Corps of Engineers Attn: CECW – PF Washington, DC 20314-1000 (202) 272-0169

Florida Communities Trust (FCT)

Overview	This grant program facilitates the purchase of lands for conservation and/or recreation purposes by local governments. This land acquisition program helps to implement conservation, recreation, open space, and coastal elements of local comprehensive plans. The Board of Florida Communities Trust has latitude to consider innovative financing arrangement, loans, and land swaps. However, most of the Trust's funding is for land acquisition. Land acquisition projects in which matching funds are available will receive more favorable consideration, although a portion of available funds may be awarded on outright grants.

Contact	Florida Department of Environmental Protection Florida Communities Trust 3900 Commonwealth Blvd, M.S. 100 Tallahassee, FL 32399 (850) 245-2555

Grants for Public Works & Economic Development Facilities

Overview	To promote long-term economic development in areas experiencing substantial economic distress. EDA provides Public Works investments to support the construction of rehabilitation of essential public infrastructure and development facilities necessary to generate higher-skill, higher-wage jobs and private investment.
Contact	Economic Development Administration The Federal Building (Room 423) 80 N. Hughey Ave. Orlando, FL 32801 (407) 648-6572

Hazardous Materials Training Program for Implementation of the Superfund Amendment and Reauthorization Act (SARA) of 1986

Overview	The goal of the SARA Title III Training Program is to make funding available to support programs of State, local, and Tribal governments, and university sponsored programs designed to improve emergency planning, preparedness, mitigation, response, and recovery capabilities. These programs must provide special emphasis on emergencies associated with hazardous chemicals.
Contact	Federal Emergency Management Agency Support Systems Branch, Training Division 16825 S. Seton Ave. Emmitsburg, MD 21727 (301) 447-1142

Hurricane Program

Overview	This program provides state and local assistance; property protection; hazard identification and evacuation studies; post storm analysis; training and exercises; and public awareness and education campaigns, and materials to support State and local activities. The intent is to significantly reduce the loss of life, property, economic disruption, and disaster assistance costs resulting form hurricanes.
Eligibility	Several states including Florida

Assistance Provided	Individual grants are awarded based on requests. States are required to provide 25 percent match.
Contact	FEMA – Mitigation directorate 500 C Street SW Washington, DC 20472 (202) 646-4621 http://www.fema.gov/mit/

Protection of Essential Highways, Highway Bridge Approaches, and Public Works

Overview	To provide bank protection of highways, highway bridges, essential public works, churches, hospitals, schools, and other nonprofit public services endangered by flood-caused erosion.
Contact	US Army Corps of Engineers Attn: CECW-PM Washington, DC 20314-1000 (202) 272-1975

Pre-Disaster Mitigation (PDM) Grant Program

Overview	The PDM program was authorized by Section §203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by Section §102 of the Disaster Mitigation Act of 2000, to assist communities to plan for and implement and sustain cost-effective measures designed to reduce the risk to individuals and property from natural hazards, while also reducing reliance on Federal funding from future disasters. The PDM program strengthens national preparedness and resilience and supports the mitigation mission area through Strategic Goal #1 Building a Culture of Preparedness, Objectives 1.1, 1.2, 1.3, and 1.4 of the 2018 – 2022 FEMA Strategic Plan. Funding these plans and projects reduces overall risks to the population and structures, while also reducing reliance on funding from actual disaster declarations.
Eligibility	State, Local and tribal governments. Eligible activities include, but are not limited to: • Property acquisition, relocation or demolition; • Structural and non-structural retrofitting (e.g. elevation, storm shutters, and hurricane clips); • Mitigation reconstruction; • Generators; • Minor structural hazard control on protection (e.g. culverts, floodgates, retention basins); • Soil stabilization; • Wind retrofit for one and two-family residence;

	• Safe room construction; and • Localized flood control projects that are designed to protect critical facilities and are not part of a larger flood control system.
Assistance Provided	Cost share is required. Federal funding is available for up to 75 percent of the eligible activity costs. PDM grants are to be awarded on a competitive basis and without reference to state allocations, quotas, or other formula-based allocation of funds
Contact	Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9966

Resource Conservation and Development

Overview	To encourage and improve the capability of State and local units of government and local nonprofit organizations in rural areas to plan, develop and carry out programs for resource conservation and development.
Contact	Deputy Chief for Programs Resource Conservation and Community Development Division Natural Resources Conservation Service Department of Agriculture P.O. Box 2890 Washington, DC 20013 (202) 720-2847

Snagging and Clearing for Flood Control

Overview	To reduce flood damage.
Contact	US Army Corps of Engineers Attn: CECW-PM Washington, DC 20314-1000 (202) 272-1975

Soil and Water Conservation

Overview	To help people conserve, improve, and sustain our natural resources and environment.
Contact	Natural Resources Conservation Service Department of Agriculture P.O. Box 2890 Washington, DC (202) 720-4527

Watershed Protection and Flood Prevention

Overview	To provide technical and financial assistance in carrying out works of improvement to protect, develop, and utilize the land and water resources in small watersheds.
Contact	Watersheds and Wetlands Division Natural Resources Conservation Service Department of Agriculture P.O. Box 28890 Washington, DC 20013 (202) 720-3534

B. POST-DISASTER

Community Development Block Grants (CDBG)/Entitlement Grants

Overview	To develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low to moderate income individuals.
Contact	Entitlement Communities Division Office of Block Grant Assistance CPD, HUD 451 7th Street SW Washington, DC 20410-7000 (202) 708-3587

Community Development Block Grants (CDBG)/State's Program

Overview	To develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low to moderate income individuals.
Contact	State and Small Cities Division Office of Block Grant Assistance CPD, HUD 451 7th Street SW Washington, DC 20410-7000 (202) 708-3587

Emergency Conservation Program

Overview	To enable farmers to perform emergency conservation measures to control wind erosion on farmlands, or to rehabilitate farmlands damaged by wind erosion, floods, hurricanes, or other natural disasters and to carry out emergency water conservation or water enhancing measures during period of severe drought.
Contact	Department of Agriculture - Farm Service Agency 1400 Independence Dr. Washington, DC 20250-0513 (202) 720-6221

Emergency Operations Flood Response and Post Flood Response

Overview	To provide emergency flood response and post flood response assistance as required to supplement State and local efforts and capabilities in time of flood coastal storm.
Contact	Commander US Army Corps of Engineers Attn: CECW- OE Washington, DC 20314-1000 (202) 272-0251

Emergency Shelter Grants Program (ESG)

Overview	To provide financial assistance to renovate or convert buildings for use as emergency shelters for the homeless. Grant funds may also be used to operate the shelter (excluding staff) and pay for certain support services.
Contact	Community Planning & Development Dept. of Housing and Urban Development 325 West Adams Street Jacksonville, FL 32202-4303 (904) 232-2626

Federal Emergency Shelter Grants Program for the Homeless

Overview	Grants for the provision of emergency shelter and essential support services to the homeless. Funds may be used for structural improvements to shelters, shelter operating expenses, furnishings and equipment, and other services.
Contact	Benefit Recovery & Special Program Economic Services Program 1317 Winewood Blvd. Tallahassee, FL 32399-0700 (850) 487-2966

Hazard Mitigation Grant Program (HMGP)

Overview	HMGP is authorized by Section §203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by Section §102 of the Disaster Mitigation Act of 2000. This helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. To prevent future losses of lives and property due to disaster; to implement State or local hazard mitigation plans; to enable mitigation measures to be implemented during immediate recovery from a disaster; and to provide funding for previously identified mitigation measures to benefit the disaster area.
Eligibility	Eligible Applicants: • State and local governments who have an approved Local Mitigation Strategy (LMS) Plan in accordance with 44 CFR 201.6, prior to receipt of HMGP subgrant funding for projects, • Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in §26.221©; and • Indian tribes or authorized tribal organizations Eligible activities include, but are not limited to: • Property acquisition or relocation of hazard-prone structures; • Retrofitting of existing buildings and facilities that will result in increased protection from hazards; • Elevation of flood-prone structures; • Infrastructure protection measures; • Stormwater management improvements; • Minor structure flood control; • Aquifer storage and recovery; • Floodplain and stream restoration; • Residential and safe room construction; and • Generators for a critical facility, provided cost-effective, contribute to a long-term solution to the problem that they intend to address and meet other project eligibility criterial as required.
Assistance Provided	The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration.
Contact	Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9966

Public Assistance Program

Overview	To provide supplemental assistance to States, local governments, and certain private nonprofit organizations to alleviate suffering and hardship resulting from major disasters or emergencies declared by the President.
Contact	Infrastructure Support Division Response and Recovery Directorate FEMA 500 C Street SW Washington, DC 20472 (202) 646-3026

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APPENDIX I

HAZARD MITIGATION ROLES

Participating jurisdictions have provided a list of departments and a description of their role/function in terms of hazard mitigation.

A. MANATEE COUNTY

1. Public Safety Department

   The Public Safety Department consists of five divisions: Emergency Management, Emergency Medical Services (EMS), 9-1-1, Code Enforcement, and Animal Services. Each division has defined responsibilities in providing community services. Emergency Management is tasked with disaster planning and response/recovery coordination efforts for an all-hazards approach. It provides training and educational programs to citizens and organizations in preparing for all five Phases of emergency management: Preparedness, response, recovery, mitigation, and prevention. EMS provides critical lifesaving services to citizens of the county that require immediate medical attention. 9-1-1 is responsible for servicing emergency calls for EMS, law, hazmat, and fire services and ensuring the calls are processed in a timely manner by the appropriate response agency. Marine Rescue provides medical rescue to county residents and visitors on public beaches and waterways. HazMat provides the management and coordination of public service First Responders and special equipment for those who respond to hazardous material emergency releases. Animal Services enforces animal code regulations and provides medical assistance and adoption processes for small animals. The Code Enforcement Division is tasked with ensuring compliance with the codes and ordinances established by the Board of Commissioners, as well as the Manatee County Land Development Code, on both residential and commercial properties.

2. Public Works Department

   Responsible for ongoing maintenance and development of roadways and associated drainage systems in the unincorporated county and where the County has responsibility for such systems in incorporated areas.

3. Parks and Natural Resources Department (PNRD)

The Environmental Protection Division (EPD) within the PNRD is responsible for coordinating the County's National Pollutant Discharge Elimination System – Municipal Separate Storm Sewer System (NPDES-MS4) stormwater permit with Florida Department of Environmental Protection and local co-applicants. Additional EPD programs include inspection, tracking and discharge responses from pollutant storage systems (PSTs) and small quantity of generators of hazardous wastes (SQGs). EPD also permits the construction, abandonment and maintenance of groundwater wells in coordination with Southwest Florida Water Management District (SWFWMD).

4. Utilities Department

The Manatee County Utility Department provides potable water (drinking), wastewater (sewer), reclaimed water (processed wastewater suitable for irrigation), and solid waste (landfill) services to the unincorporated portions of Manatee County. Additionally, the department provides support and critical services to county and municipal Law Enforcement, Fire and EMS agencies during man-made and natural emergencies within Manatee County and provides mutual aid services outside the county, as part of the Statewide Mutual Aid Agreement. The Manatee County Utility Department also serves as the lead agency for Emergency Support Function (ESF) 3 at the County's Emergency Operations Center (EOC).

5. Building & Development Services Department

The Permitting and Plans Review Division reviews permits for new structures as well as renovations to existing structures to make sure that they are compliant with the FEMA and Floodplain Management requirements. The Division also attends the Pre-application meetings in the Planning/Zoning Department and reviews Final Site Plans and Final Plats to make sure all proposed developments are compliant with the Federal Emergency Management Association (FEMA) and Floodplain Management requirements. The Department is also the repository for CRS data for Manatee County and provides Flood data and FEMA publications to the public.

The Planning Division is responsible for ensuring that the County's Comprehensive Plan fulfills all the requirements of Chapter 163, Part II, FS, including those associated with the hazard mitigation.

6. Neighborhood Services Department

The Community Development Division has vital information needed to guide citizens to valuable resources offered before, during, or after a disaster with services and potential funding sources to assist in case of a catastrophic event. They provide training in mitigation and preparedness to citizens of Manatee County.

7. Manatee County Housing Authority

   Manatee County Housing Authority owns Public Housing Units, and affordable market rental units. We have participated with the LMS planning and are available to assist with relocation of citizens in need of housing. We provide administration of HUD funding for federally declared disaster areas. We participated in the past events providing the relocation Housing Choice Voucher administration from Housing and Urban Development (HUD) of surrounding counties and municipalities including Hardee, Desoto, Port Charlotte, Punta Gorda and Wauchula for low and very low-income citizens with catastrophic damage to their homes. Our staff provided education and information to the community requesting service in regard to housing assistance available and placement to relocate to safe, decent, affordable housing during the post event crisis.

8. Manatee County Sheriff's Office

   Provides law enforcement services in throughout the County and municipal law enforcement on a contractual basis.

B. CITY OF ANNA MARIA

1. Building Department

   The Plan and Development Department reviews permits for new structures as well as renovations to existing structures to ensure that the projects are compliant with FEMA and Local Floodplain Management requirements. The Department also conducts pre-applications meetings for Planning/Zoning compliance and reviews Final Site Plans and Final Plats to make sure all proposed developments are compliant with FEMA and Local Floodplain Management requirements. The Department is also the repository for the City of Anna Maria and provides flood data and FEMA publications to the public. The Department is also responsible for ensuring that the City's Comprehensive Plan fulfills all the requirements of Chapter 163, Part II, FS, including those associated with hazard mitigation. The City of Anna Maria has contracted professional Planning and Building Code Administration staff.

2. Public Works Department

The City of Anna Maria Public Works Department conducts routine maintenance of flood control infrastructure and formulates plans and budgets for stormwater projects to satisfy Regional and National clean water regulations (SWFMD and NPDES). This Department is also responsible for ongoing maintenance of roadways for emergency evacuation.

3. City Clerk's Office

This office provides liaison with the Manatee County Emergency Management Division for preparation for severe weather events. The office has responsibility for developing and implementing the Continuity of Operations Plan.

C. CITY OF BRADENTON

1. Planning and Community Development Department

The Building Division reviews permits for new structures as well as renovations to existing structures to make sure that they are compliant with the FEMA and Floodplain Management requirements. The Building Division also attends the Pre-application meetings in the Planning/Zoning Division and reviews Final Site Improvement Plans and Final Plats to make sure all proposed developments are compliant with the FEMA and Floodplain Management requirements. Floodplain Management activities related to the review of permits occurs throughout the year. Following a storm event, the Building Division oversees the damage assessment process and reports findings to FEMA and other local agencies. The Building Division may coordinate with other agencies, such as the Florida Department of Emergency Management, on more detailed reports of damage assessment.

2. Fire Department

Out of a calling to serve, the Bradenton Fire Department (BFD) exists to provide the highest level of public safety and education to protect all. The department provides all those in the City of Bradenton with services including fire suppression, emergency medical response, fire prevention and education (including plans review, inspections, and investigation), and specialized services such as technical and marine rescue. The BFD is comprised of three stations and 74 filled positions, which include 63 suppression personnel responding to nearly 9,000 annual calls for service, along with 11 administration and support personnel. The current Insurance Services Office (ISO) rating is a two.

3. Police Department

The mission of the Bradenton Police Department is to achieve excellence in policing through professionalism, courage and transparency. In emergency situations that impact our community, the Department will focus its resources and efforts on reducing and minimizing loss of life, injuries and property damage caused by natural disasters, technological failures, catastrophes, or hostile actions.

The Department is committed to responding efficiently and effectively to these dangers and recovering from catastrophic events. The Bradenton Police Department will train and utilize all necessary systems, plans, and resources to ensure the health, safety, and well-being of those affected by any emergency or disaster within our community.

4. Public Works Department

The mission of the Department of Public Works and Utilities (DPWU) is to develop, maintain and operate an efficient infrastructure system serving the City of Bradenton, to effectively provide water, sewer and sanitation services to residents and to maintain City parks, rights-of-way, vehicles and City-owned The DPWU facilitates street, drainage, infrastructure, and utility system repairs to reduce, mitigate and recover from disasters impacting the Bradenton community.

D. CITY OF BRADENTON BEACH

1. Planning and Building Department

The Planning & Development Department reviews all applications for new development, as well as additions and renovations to existing developments and structures. The department, which includes Planning, Zoning, Building, and Floodplain Management, conducts pre-application meetings for all new development and alterations to current development. All applications are reviewed for compliance with Floodplain Management regulations as well as typical local development regulations. The Department also reviews all preliminary and final Site Plans to ensure compliance with National Flood Insurance Program requirements and the City's Floodplain Regulations. This department serves as the repository for Flood Maps, Elevation Certificates, and other flood-related documentation, and is responsible for dissemination of flood data and other NFIP and FEMA publications. The Community Rating System (CRS) Coordinator's position staffed in this department, as well as the Floodplain Manager.

2. Police Department

The Police Department is responsible for public safety, including walking patrols of the City's streets, and regular patrols of the beach areas. The City Commission has also vested emergency operations authority in the Police Department, with specific responsibilities for notification of the public in times of emergencies, coordination of evacuations in the event of disaster, and recovery supervision during post-storm evaluations and re-entry. Evaluation and updating of the City's Post-Disaster Recovery Plan is also vested in this department. Staff is also charged with working closely with Manatee County's Emergency Operations personnel during their monthly tests, their annual hurricane drills, and with any potential emergency conditions.

3. Public Works Department

The Public Works Department is responsible for all City-owned infrastructure. This department conducts maintenance and reporting of all stormwater conveyance and flood control structures. In addition, this department is responsible for planning & implementing projects to reduce potential flood damage, and including projects to satisfy NPDES and SWFWMD regulations to reduce pollutant loads. In addition, the Public Works Department provides critical staffing and support services to the Police Department during emergency operations, including identification of potential ponding areas which might affect evacuation routes. Public Works personnel are also tasked with post-storm recovery operations under the direction of the Emergency Operations liaison in the Police Department.

liaison in the Police Department.

A. CITY OF HOLMES BEACH

1. Police Department

The Police Department is responsible for public safety including regular patrols of the beach areas including the Manatee County public beach. It also has operational responsibilities in times of emergencies, evacuation coordination in the event of a disaster, and response supervision during post event and re-entry. All departments are involved in Manatee County's Emergency Operations Center (EOC) along with its personnel. The Chief of Police or designee staffs the City's representative at the County EOC.

Police Chief

- Activate emergency plans, City EOC liaison, or portions thereof, whenever a situation warrants.

- In coordination with Manatee County Emergency Management, develop, update, and coordinate emergency plans and Standard Operating Procedures for response and recovery activities.
- Notify the City Mayor, the Board of City Commissioners, and appropriate Department Heads of disaster situation.
- Maintain communications with Manatee County Emergency Management and adjacent municipalities. Provide information for the City Mayor and Department Heads prior to, and during any emergency/disaster.
- Provide updated information to maintain current and workable plan for emergency operations of the City of Holmes Beach.
- Develop and present the annual Hurricane Awareness Program.

Police Department

- Responsible for all Police Department operations.
- Provide law enforcement, traffic, and crowd control, restrict access and provide security to designated disaster area(s).
- Assist in public notification of evacuation order and establish traffic control points to aid in orderly evacuation and return of evacuees.
- Assist Fire Department in search and rescue operations, as necessary.
- Coordinate re-entry operations with Manatee County Sheriff's office and Bradenton Police Department following hurricane evacuations.

2. Development Services

Development Services consists of three (3) departments, Planning & Zoning, Code Compliance and Building. The Building Department is responsible for the review and issuance of building permits. The department acts as the coordinator for all related applications into the online CitizenServe permitting system that require departmental review. Building Department staff are positioned at the Building counter and help coordinate related questions to Building and other department staff. The department is housed at City Hall.

Building Department

- This department serves as the repository for Flood Maps, Elevation Certificates, and other flood-related documentation, and is responsible for dissemination of flood data and other NFIP and FEMA publications.
- Coordinate Damage Assessment Team following disaster.
- The Community Rating System (CRS) Coordinator's position is staffed in this department, as well as the Floodplain Manager.

- Building Official duties, inspections, floodplain management and permitting assistance for all residential and commercial building permitting, review and inspections. Specifically, review and inspection for Florida Building Code, and FEMA code compliance.
- Building Department provides support for a number of residential hazard mitigation services. It also coordinates the publication of news articles and advertisements and dissemination of other storm preparedness and recovery information. The Department is represented at the Manatee County EOC and is involved in its functions.
- Identify substantially damaged properties to determine whether the structures must be brought up to current floodplain requirements or if they can be mitigated and remain constructed below base flood elevation.

Code Compliance Department

- In conjunction with the City's Building Department, the Code Compliance Department workers (and contractual agents) assists with damage assessment duties and coordination.
- Responsible for monitoring non-permitted storm recovery work and addressing code violations.

Planning Department

- Attends pre-application meetings, reviews site plans and permits for compliance with the provisions of the Land Development Code and Comprehensive Plan.
- Responsible for determinations of non-conforming uses and structures for re-development.
- Administers interpretations of the Land Development Code.
- Ensures the Development Services Department maintains continuity of operations.

3. Public Works

The Mayor, Building Official, Public Works Director and Police Chief confer with the County and utility personnel in formulating the post disaster recovery plan. In accordance with the EOP and the Recovery Management Organization (RMO), the Public Works Director is the recovery emergency management deputy director and acts as the RMO director in the absence of the Mayor. The Department provides stormwater conveyance maintenance and adherence to NPDES standards.

- The Mayor, Public Works Director, Building Official, Chief of Police, City Clerk and other knowledgeable persons determine assessment of loss.
- Take necessary steps to ensure that city facilities are prepared for disasters.
- Provide workers, vehicles, and equipment for debris clearance, barricading impassable streets and secured areas and for mechanical repairs to Public Works vehicles and heavy equipment.
- In coordination with the Police Department, plan for movement and security of designated workers and equipment to Alternate City EOC (AEOC) for protection prior to arrival of hurricane force winds (see COOP Plan)
- Arrange for acquisition and staging of necessary rental equipment such as front-end loaders and transport/storage vans.
- Provide refueling capability.
- Assist Police Department and West Manatee Fire District in search and rescue operations, as necessary.
- Restore normal operations as soon as possible following disaster.
- Chief of Police and Public Works Director confer with the Mayor to determine a program for orderly return to the City.
- Establish procedures and provide workers in support of debris clearance and removal operations and temporary debris storage sites.
- The Public Works Director establishes designated areas for debris accumulation.
- Coordinates the City's co-application with the County's National Pollutant Discharge Elimination System – Municipal Separate Storm Sewer System (NPDES-MS4) stormwater permit with Florida Department of Environmental Protection.

B. TOWN OF LONGBOAT KEY

1. Fire Department

The Town of Longboat Key Fire Department (TLBKFD) provides the citizens and businesses of the Town with services including fire prevention and educations, suppression, investigation, plans review, pre-fire planning, and inspections. The TLBKFD is comprised of two Fire Stations that house Administration and Support personnel.

The Mission of the Town of Longboat Key Fire Department is "to prevent the loss of life and property due to fire, life threatening emergencies, and disasters for the citizens of the Town of Longboat Key by providing rapid emergency response along with fire

prevention and safety education. Highly trained professional firefighters and emergency response personnel accomplish this. Every effort is made to mitigate all emergencies in the most professional, safe, and cost effective means possible.

Any changes in description of hazard mitigation roles to be provided in subsequent LMS documents.

2. Planning, Zoning & Building Department

Responsible for ensuring that the Town of Longboat Key Comprehensive Plan fulfills all the requirements of Chapter 163, Part II, FS, including those associated with the hazard mitigation. The Planning/Zoning Department also conducts the Pre-

application meetings in the and reviews Final Site Plans and Final Plats to make sure all proposed developments are compliant with the FEMA and Floodplain Management requirements.

The Building Department reviews permits for new structures as well as renovations to existing structures to make sure that they are compliant with all applicable codes and the FEMA Floodplain Management requirements.

3. Police Department

The mission of the Longboat Key Police Department is to eliminate crime and the fear of crime, to enhance the quality of life for the Citizens of the Town of Longboat Key, and to hold themselves to the highest professional standards of performance and ethics. The department is a professional driven organization that partners with the community to make the Town of Longboat Key a better place to live, work, visit, and conduct business.

In Town or Countywide emergency situations, the department's purpose is to reduce the vulnerability of our citizens to loss of life, injury, or damage and loss of property resulting from natural, technological, and man-made emergencies, disasters, catastrophes. Staff prepares for prompt and efficient response and recovery activities to emergencies, disasters, or catastrophes using all systems plans, and resources necessary to preserve and protect the health, safety, and well-being of citizens affected by the event.

4. Public Works Department

The Town of Longboat Key Public Works Department provides potable water (drinking), wastewater (sewer), and solid waste collection services to the Longboat Key portions of Manatee County, and those of Sarasota

County. Additionally, the department provides support and critical services to Longboat Key Police, Fire and EMS agencies during man-made and natural emergencies within the Town. The Department also serves as the lead agency for Emergency Support Function (ESF) 3 at the EOC.

The Department is also the resident of CRS Coordinator position for the Town of Longboat Key and provides Flood data and FEMA publications to the public. The Department is also the repository for data used for compliance with CRS for the Town of Longboat Key.

C. CITY OF PALMETTO

1. Development Services Department

The City of Palmetto Development Services Department is responsible for the coordination and direction of all services associated with development and construction, through the implementation of the City of Palmetto Comprehensive Plan and enforcement of the City of Palmetto Code of Ordinances. The following departments provide planning and enforcement services necessary to provide appropriate infrastructure for current and future developments and to regulate City Ordinances:

A. The Building Department protects the quality of life in the City of Palmetto by enforcing building and City Ordinances, floodplain regulations, issuing building permits, inspecting structures under construction, and reviewing proposals for future development.
B. The Planning and Zoning Department guides the City's current and future physical growth through the establishment of a long-term vision through the Comprehensive Plan, and through the implementation and on-going enforcement of its existing City Ordinance regulations.
C. Code Enforcement Department enforces the City codes; to promote, protect and improve the health, safety, and welfare of the citizens and visitors of the City of Palmetto.

The Development Services Department is also the resident of the CRS Coordinator position for the City of Palmetto and provides Flood data and FEMA publications to the public. The Department is also the repository for data used for compliance with CRS for the City of Palmetto.

2. Police Department

The mission of the City of Palmetto Police Department is to eliminate crime and the fear of crime, to enhance the quality of life for the Citizens of the City of Palmetto, and to hold themselves to the highest professional standards of performance and ethics. The department is fully accredited through the Commission for Florida Accreditation, and it partners with the

community to make the City of Palmetto a better place to live, work, visit, and conduct business.

During local or Countywide emergency situations, the department's purpose is to reduce the vulnerability of our citizens due to loss of life, injury, damage and loss of property resulting from natural, technological, and man-made emergencies, disasters. Staff prepares for prompt and efficient response and recovery activities to emergencies, disasters, or catastrophes using all systems plans, and resources necessary to preserve and protect the health, safety, and well-being of citizens affected by the event.

3. Public Works Department

The City of Palmetto Public Works Department provides potable water (drinking), wastewater (sewer), and solid waste collection services to its residents. Manages the road and street network including signage and traffic signals. Parks, Fleet Maintenance, and Reclaim water are also functions of the Public Works Department Additionally, the department provides support and critical services to City of Palmetto Police Department, North River Fire and EMS agencies during man-made and natural emergencies within the City. The Department also serves as the lead agency for ESF 3 at the EOC.

Storm water is a combined effort throughout the Public Works team that involves all aspects related to any type of storm/disaster event. The team uses the information from a variety of sources to assist the City in its preparation, recovery, and mitigation efforts. The City regularly cleans ditches and maintains areas that are prone to flooding.

4. Risk Management

Risk Management is involved in all aspects related to any type of storm/disaster event. Risk Management uses the information from a variety of sources to assist the City in its preparation, recovery, and mitigation efforts. Risk management participates in most of the Manatee County Emergency Management activities and responds to Emergency Management in a liaison capacity for the City.

5. FIRE DISTRICTS

1. Braden River Fire Department

   Provides fire services to unincorporated Manatee County in the area of the Braden River. Detailed description of hazard mitigation role to be provided in subsequent LMS document.

2. Cedar Hammock Fire Control District

   Provides fire services to unincorporated Manatee County. Detailed description of hazard mitigation role to be provided in subsequent LMS document.

3. Myakka City Fire Department

   Provides fire services to unincorporated Manatee County. Detailed description of hazard mitigation role to be provided in subsequent LMS document.

4. Southern Manatee Fire Control

   Provides fire services to unincorporated Manatee County. Detailed description of hazard mitigation role to be provided in subsequent LMS document.

5. North River Fire District

   Provides fire services to The City of Palmetto and portions of central unincorporated Manatee County. Detailed description of hazard mitigation role to be provided in subsequent LMS document.

6. Parrish Fire District

   Provides fire services to unincorporated Manatee County. Detailed description of hazard mitigation role to be provided in subsequent LMS document.

7. Trailer Estates Fire District

   Provides fire services to unincorporated Manatee County. Detailed description of hazard mitigation role to be provided in subsequent LMS document.

8. West Manatee Fire and Rescue District

   This district provides fire and rescue services to a portion of unincorporated Manatee County in the area of west and northwest Bradenton including the areas of Palma Sola, Cortez, and the cities of Anna Maria, Bradenton Beach, and Holmes Beach.

9. Airport Fire District

   Provides fire services to portions of unincorporated Manatee County near the Sarasota/Bradenton International Airport. Detail description of hazard mitigation role to be provided in subsequent LMS document.

6. OTHER

- Manatee Glens Hospital

  Manatee Glens Hospital serves as the psychiatric receiving center and emergency housing shelter for inpatient psychiatric hospital clients for Manatee County. Its goal is to keep psychiatric clients in an appropriate setting during times of evacuation.

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APPENDIX J

MANATEE COUNTY

COMMUNITY WILDFIRE PROTECTION PLAN 2015

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Manatee County

Community Wildfire Protection Plan

December 2015



1. Background

The Community Wildfire Protection Plan (CWPP) is a voluntary program that provides a unique opportunity to address the challenges of fire protection in the wildland urban interface through locally supported solutions. CWPPs are authorized by the Healthy Forests Restoration Act of 2003 and provide communities with a tremendous opportunity to influence how federal funds are distributed for fuel reduction projects on nonfederal lands. Having a CWPP gives the county priority status when applying for federal funding for wildfire mitigation projects.

This CWPP includes an assessment of the community's wildfire vulnerability, local organizations and resources available to assist with wildfire mitigation and response, and an action plan for reducing the county's wildfire vulnerability. Details for implementing the actions, such as responsible agencies and funding considerations, are included in the Plan. Recommended actions to reduce wildfire vulnerability have been collaboratively developed for the following mitigation categories:

(1) Wildland fuel management;

(2) Community outreach and education;

(3) Firewise building maintenance and landscaping;

(4) Policy and regulation recommendations; and

(5) Wildland fire response improvements.

This Plan was developed in a collaborative process with input from state and local partners and other relevant stakeholders. It identifies and prioritizes areas for wildland fuel management, and includes actions to inform residents of measures to reduce the ignitability of their homes and community. The CWPP also advances the goals and mitigation strategies of the Local Mitigation Strategy (LMS) and is consistent with recommendations of the LMS Working Group.

2. Authorization

There are several provisions in the State of Florida Comprehensive Plan and the Manatee County Comprehensive Plan that provide guidance for wildfire mitigation.

Florida Statute Chapter 187 State Comprehensive Plan provides for the protection of lives and property from natural and manmade disasters (F.S. § 187.201(6)). Manatee County Comprehensive Plan, Goal 4.4 states, "Protection of Manatee County Residents from Natural Disasters Through Disaster Mitigation, Provision of Adequate Warning and Post Disaster Planning".

In Florida Statute § 187.201(9); Natural Systems and Recreational Lands, the statute provides for acquisition, protection and conservation of natural habitats, the protection of endangered species, and the restoration of degraded natural systems to a functional condition. Manatee County Comprehensive Plan Objective 3.3.2 states, "Wildlife and Upland Habitat Protection: Protect and preserve native wildlife, endangered, threatened and species of special concern, and native upland habitat through acquisition, restoration, and development controls…"

The Comprehensive Emergency Management Plan (CEMP) and the LMS have included wildfires as a hazard in the Threat Hazard Identification Risk Assessment (THIRA) for Manatee County. Wildfires are ranked a high probability.

The THIRA is a hazard analysis that rates the probability of potential all hazards in Manatee County. THIRA rates wildland fires as high with a potential impact of complete loss of structures and crops. The

CEMP and the LMS utilize THIRA as part of their analysis. Wildfires have an average occurrence of several each year and distribution is indicated to be localized on the urban fringe.

3. Community Description

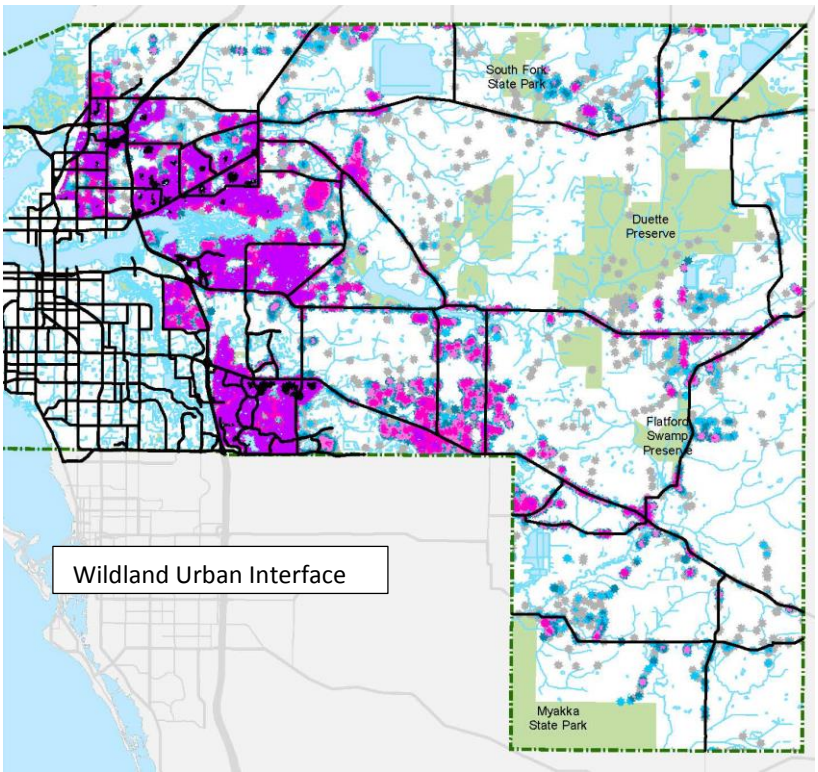
Manatee County is located along the central portion of Florida's western coastline of the Gulf of Mexico, which forms the western boundary of the county. The Gulf of Mexico and the beaches provide an attraction for residents and tourists while being a sensitive environmental resource. The county is approximately 25 miles in length from north to south and 45 miles wide east to west with an average elevation of 12 feet. Neighboring counties include Pinellas, Hillsborough, Hardee, DeSoto and Sarasota.

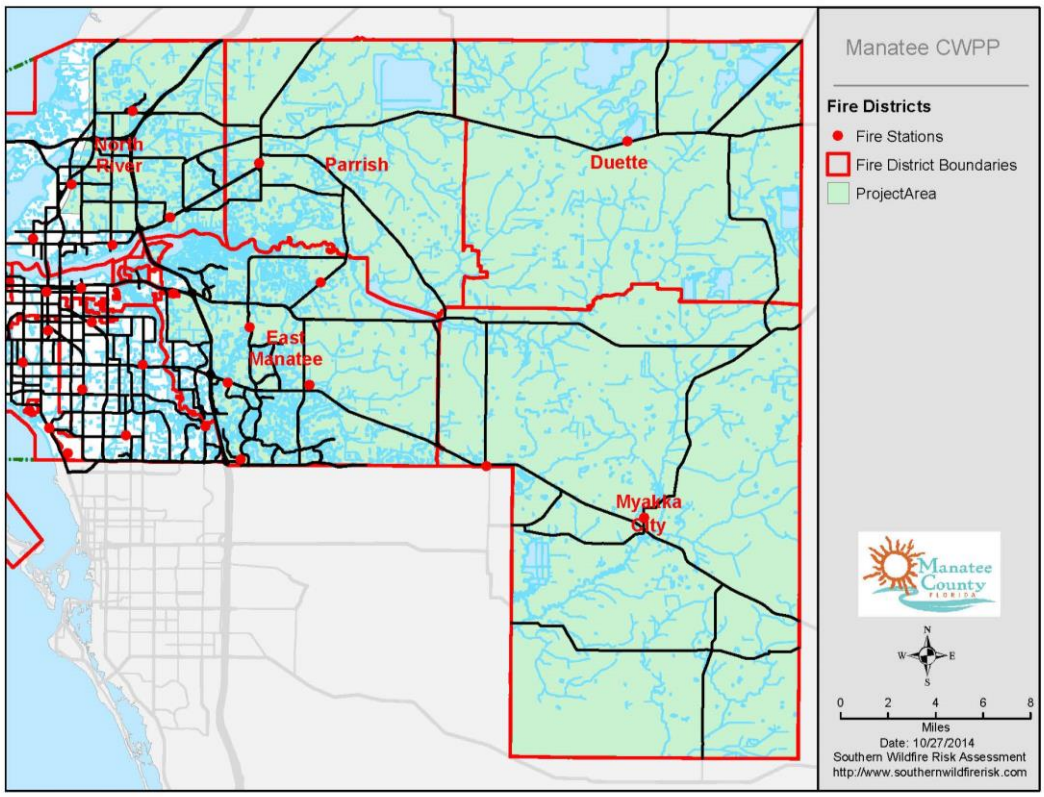
Total Land Area

Manatee County has 892.8 square miles of land. Of this 741.2 square miles are land while 151.6 square miles are comprised of water. The waterway portion of the county includes 55.2 square miles of inland, 46.7 square miles of coastal and 49.8 square miles of territorial. The unincorporated area encompasses 719.47 square miles, or more than 97 percent of the total county area. Municipalities account for 163 square miles or 3 percent of the total county area.

CWPP Boundary

The boundary of the CWPP, depicted below, is generally from I-75 east to CR 675 and from University Parkway to Moccasin Wallow Road. This area includes approximately 88,215 acres with an estimated population of 76,727.





The CWPP covers several fire districts as demonstrated in the map above.

Wildfire Problem Statement

Florida's natural environment has adapted to fire and many forest ecosystems need regular cycles of fire to be healthy systems. Efforts to eliminate wildfires from the natural environment have served to make future events much more severe when they do occur due to accumulated vegetative fuels. This severity impacts the health of the ecosystem and puts neighboring developments in danger. Today, development is interspersed in wildland areas, referred to as the Wildland Urban Interface (WUI). This interface presents challenges to managing the wildland fuel loads through prescribed burning. This is particularly the case when the wildland fuels exist on vacant parcels with multiple ownerships. Residents in Florida vary in their understanding and acceptance of the use of prescribed fire and mechanical fuel management methods. The role of wildfires in the natural environment needs to be integrated into public education programs and planning for development within the wildland/urban interface.

Manatee County developed the CWPP because of its wildfire vulnerability. The CEMP and LMS rates the County's probability and impact of wildfire as high (Manatee County, 2009). The County has suffered from prolonged droughts in recent years which increase the risk of wildfire in the WUI. A majority of the areas with the highest level of concern for wildfire are in unincorporated communities, generally Myakka City, Duette, and Parrish.

Per the National Climatic Data Center, the annual precipitation in the Myakka State Park area is 59.57 inches while in the City of Bradenton it is 56.18 inches.

Planning Process

The CWPP planning process is a collaborative effort among local, regional, and state government agencies that have a role in protecting the community and residents from wildfires. This plan was produced through a project led by the Manatee County Emergency Management Division of the Public Safety Department with collaboration from the Florida Forest Service (FFS) and affected Fire Districts.

As residential development moves eastward, the boundaries of the CWPP will change. It was determined that the CWPP will be incorporated into the CEMP and follow its four year review cycle.

4. Vulnerability Assessment and Land Coverage Table

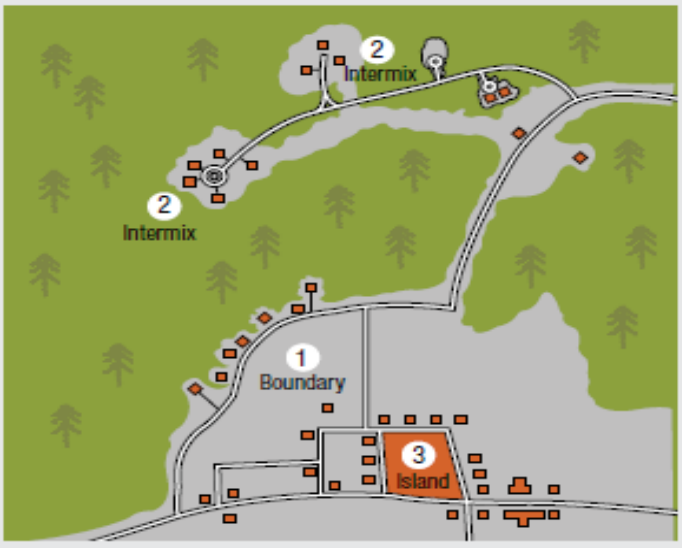
Wildfire Vulnerability Overview

The Southern Wildfire Risk Assessment (SWRA), updated in 2014, provides a spatial analysis of wildfire vulnerability across the state. The primary output of the risk assessment is the Wildland Urban Interface (WUI) map discussed in the next section. The WUI rates areas based on their susceptibility to wildfire occurrence and estimated impact. The Southern Wildfire Risk Assessment Summary Report (Appendix C) contains the methodology, maps, and charts of wildfire vulnerability.

Estimated Wildland/Urban Interface (WUI) Area

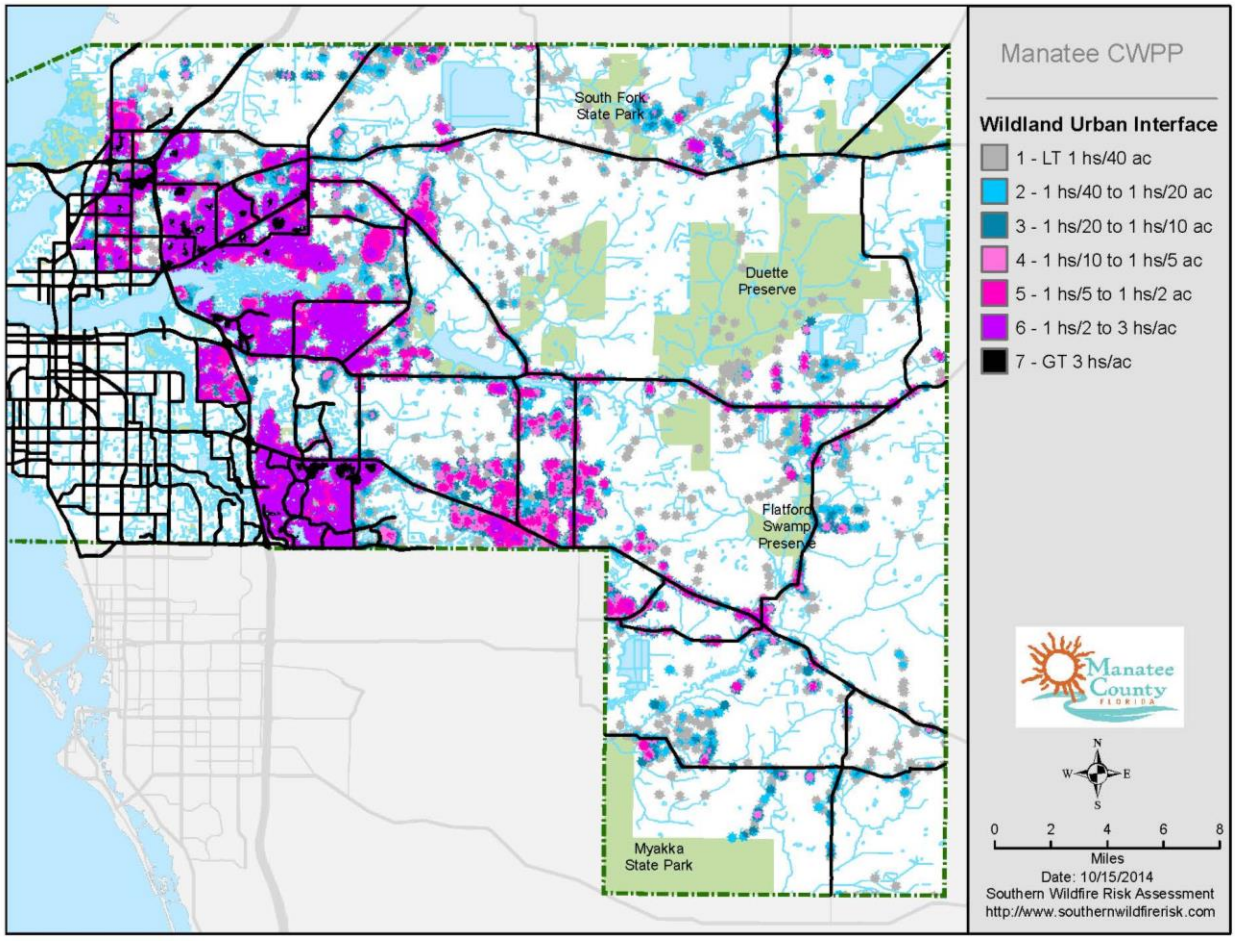
The WUI is defined in the National Fire Plan as the area where houses and wildland vegetation coincide. There are three types of WUI:

1) Boundary – areas where development is adjacent to public or private wildland
2) Intermix – structures are scattered and interspersed among wildland areas
3) Island or occluded – area of wildland surrounded by development (i.e. a subdivision preserve)



Wildland-Urban Interface

Wildland Urban Interface Map

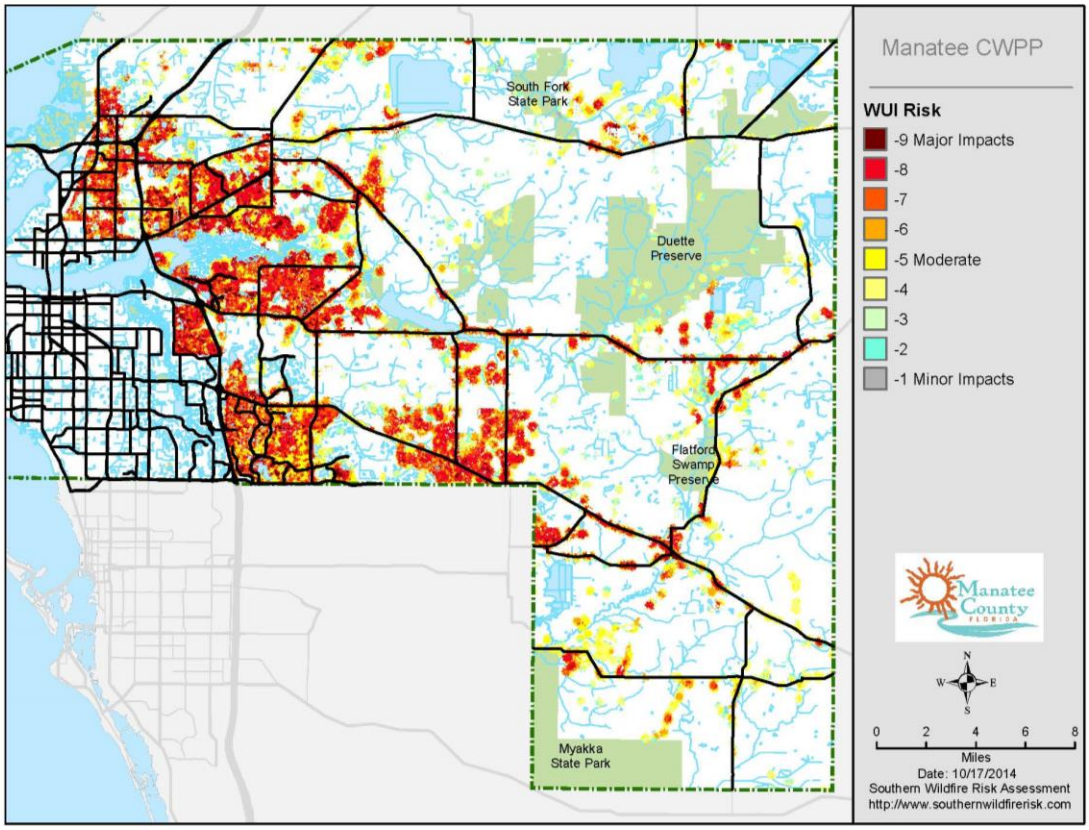


Wildland Urban Interface Population and Acres Table

Housing Density	WUI Population	Percent of WUI Population	WUI Acres	Percent of WUI Acres
Less Than 1 hs* / 40 ac	507	1.6%	30,674	27.5%
1 hs / 40 ac to 1 hs / 20 ac	641	0.8%	13,711	12.3%
1 hs / 20 ac to 1 hs / 10 ac	1,084	1.3%	11,881	10.7%
1 hs / 10 ac to 1 hs / 5 ac	2,753	3.2%	13,577	12.2%
1 hs / 5 ac to 1 hs / 2 ac	8,464	9.9%	16,185	14.5%
1 hs / 2 ac to 3 hs / 1 ac	56,120	65.8%	23,425	21.0%
GT 3 hs / 1 ac	15,761	18.5%	1,913	1.7%
Total	85,330	100.0%	111,365	100.0%

*hs = House
SOURCE: Southern Wildfire Risk Assessment Summary Report

Appendix B.2 includes a map of wildfire risk in Manatee County presented as nine WUI Risk Ranking Classes. Classes 5 through 9 are considered moderate to very high risk and can be used to approximate the WUI area of the county. Fifty-one percent of the land within the WUI is within Classes 5 through 9 and an estimated 69.7% of the population resides in these moderate to high risk areas. Roughly 15.6% of the total value of structures within the county lies within areas classified as Classes 5 through 9.



Wildland Urban Interface Risk Map

Wildland Urban Interface Risk Table

Class	Acres	Percent
-9 Major Impacts	3,750	3.9%
-8	22,678	23.8%
-7	18,908	19.9%
-6	8,354	8.8%
-5 Moderate	12,669	13.3%
-4	15,455	16.2%
-3	7,892	8.3%
-2	4,943	5.2%
-1 Minor Impacts	479	0.5%
Total	95,128	100.0%

SOURCE: Southern Wildfire Risk Assessment Summary Report

5. Manatee County Fire Protection Infrastructure

Local Fire Services

Local fire services within the defined CWPP are the responsibility of the Myakka City Fire District, Duette Fire District, North River Fire District, Parrish Fire Department, and East Manatee Fire Rescue District. The chart below includes the locations of the above mentioned fire stations.

Career - Staffed Fire Stations

Fire Station	Address
Myakka City Fire Control District	10215 Wauchula Road, Myakka City
Myakka City Fire Control District	26636 State Road 70 East, Myakka City
East Manatee Fire Rescue	3250 Lakewood Ranch Boulevard, Lakewood Ranch
East Manatee Fire Rescue	803 60th Street Court East, Bradenton
East Manatee Fire Rescue	150 Rye Road East, Bradenton
East Manatee Fire Rescue	9136 Town Center Parkway, Bradenton
East Manatee Fire Rescue	15015 59th Avenue East, Bradenton
East Manatee Fire Rescue	8800 State Road 70 East, Bradenton
North River Fire District	1225 14th Avenue West, Palmetto
North River Fire District	823 49th Street East, Palmetto
North River Fire District	3618 Cedar Street, Palmetto
North River Fire District	7498 US 301 North, Ellenton
North River Fire District	13340 Reeder Road, Palmetto
North River Fire District	9805 Gateway Boulevard, Palmetto
Parrish Fire District	12132 US 301 North, Parrish

Volunteer Fire Stations

Fire Station	Address
Duette Fire Station	35800 SR 62, Duette

Florida Forest Service (FFS)

FFS provides wildfire prevention/mitigation and response services in collaboration with local fire services. The Wildfire Mitigation Specialist for the Myakka River District is a resource for Firewise education, planning assistance as well as coordinating and implementing fuel management needs.

The Manatee County Forest Area Supervisor, located at the Myakka River District Office, directs FFS fire suppression activities. More details on FFS and local wildfire suppression are discussed in the Wildland Fire Response Capabilities section.

FFS Work Station	Address
Myakka River District Office	4723 53rd Avenue East, Bradenton

Manatee County Parks and Natural Resources, Resource Management Division

The Manatee County Parks and Natural Resources Department, Natural Resources Division is responsible for habitat and wildlife management and public access on nearly 30,000 acres of conservation lands. The division's goal is to "conserve and protect" the natural resources in Manatee County utilizing adaptive management and minimal impact to public access and utilization.

The majority of the County's parks and preserves are within the WUI, or because of continual development, soon will be (e.g. Duette Preserve and Curiosity Creek Preserve). Some parks and preserves have residential structures directly on a shared property line, such as Perico Preserve, Rye Wilderness Preserve, Emerson Preserve, Riverview Preserve, and Hidden Harbor Park. Others, like Pine Island Preserve and Robinson Preserve, are in close proximity to smoke sensitive areas, especially roads where the unmanaged smoke from wildfire could potentially cause impacts and/or closures.

Through a variety of wildland fuel management techniques, Manatee County Parks and Natural Resources Department manages the wildland/urban interface of the conservation land for its area of responsibility. Wildland fuels are any living or dead material, that will accept a spark and sustain an open or smoldering flame. Fuel management projects help reduce the size and intensity of wildland fires and may also decrease the likelihood that a wildfire will start in an area. These actions can increase the safety of people and property while reducing response and suppression costs. Fuel management methods can be used alone or in combination with other methods to achieve site-specific benefits, including:

- Prescribed burning;
- Mechanical treatment (e.g., mowing, mulching, disking, fire line plowing, and chopping);
- Chemical treatment (herbicide application);
- Biomass removal (e.g., pine straw harvesting, vegetation or tree thinning, and timber harvesting); and
- Biomass conversion (grazing).

Fuel management treatments designed to reduce wildfire risk are temporary and, in most cases, reduce the hazard in the treated area for three to five years. Periodic management is required to maintain fuels at an acceptable level to reduce wildfire risk. All 13 of the Parks and Natural Resources staff who work on conservation lands have received basic wildland fire training and nine staff members have attained a Certified Prescribed Burn Manager qualification from the Department of Agriculture's Florida Forest Service.

Example of Wildland/Urban Interface Prescribed Fire conducted by Manatee County Parks and Natural Resources:

Riverview Pointe Preserve: This 11 acre nature preserve is immediately south of De Soto National Memorial, with private residences to the east, south, and west. Two dominant natural communities present at Riverview Pointe Preserve require fire to maintain their rich biodiversity: Coastal Sand Pine Scrub and Scrubby Flatwoods. The objective was to return a natural fire regime to the area and reduce potentially dangerous fuel loads had a wildfire occurred with unfavorable winds. A Certified Prescribed Burn Manager wrote a fire prescription for this area. Riverview Point Preserve was burned on March 22, 2011 with the assistance of the National Park Service, Florida Forest Service, and West Manatee Fire District. There was very little impact to neighbors as the prevailing weather conditions carried the smoke up and out over the Manatee River. Prescribed fire will be used on a two-to-five year return interval to maintain the natural integrity of this nature preserve.

Office Location	Address
Resource Management Division	5502 33rd Avenue Drive West, Bradenton

6. Goals of the Manatee County Community Wildfire Protection Plan

Goal 1: Increase opportunities for collaboration and coordination to implement wildfire projects

Objective 1.1: Incorporate the Community Wildfire Protection Plan (CWPP) as a supplement to the Comprehensive Emergency Management Plan (CEMP) and coordinate implementation and maintenance of the CWPP with the CEMP

Objective 1.2: Develop partnerships and funding opportunities to execute wildfire mitigation projects

Objective 1.3: Prioritize the allocation of resources to mitigate wildfire risks identified in areas of concern

Objective 1.4: Work with community organizations to foster a cooperative approach to fire protection and awareness and identify mitigation needs

Objective 1.5: Research and identify communities at risk from wildfire to target for public outreach programs

Objective 1.6: Reduce the County's arson and careless burning fire statistics using public education and intervention programs

Goal 2: Improve the defensibility of residential, commercial, and institutional properties from wildfire

Objective 2.1: Expand the knowledge and practice of Firewise principles to the County's residents through appropriate education programs

Objective 2.2: Prioritize fuel management projects and implement fuel breaks for high-risk neighborhoods

Objective 2.3: Recommend policy and code amendments to guide future development in the Wildland/Urban Interface and pursue public input on these recommendations

Objective 2.4: Reduce the vulnerability of critical infrastructure to wildfire impacts through retrofits and fuel management

Goal 3: Increase focus on cost-effective pre-event wildfire mitigation and prevention

Objective 3.1: Increase opportunities for fuel management by obtaining additional funding, equipment, and public acceptance

Objective 3.2: Pursue grant funding to assist high-risk neighborhoods in making Firewise retrofits

Objective 3.3: Support the health of fire-dependent ecosystems through regular prescribed burning and ensure that residents understand the role of fire in Florida's environment

Goal 4: Assess the equipment, training and policies of the agencies that respond to wildfires and seek to improve current capabilities

Objective 4.1: Seek grant funding to purchase and maintain wildland personal protective gear for all responders

Objective 4.2: Seek grant funding to purchase and maintain VHF radios to establish common tactical communication between agencies

Objective 4.3: Provide annual wildland refresher training for all responders

Objective 4.4: Provide multi-agency live fire training opportunities on planned prescribed burns

7. Wildfire Protection Plan Implementation

Community Development

Manatee County's Comprehensive Plan details future land uses and land development code that are applied to new developments. These tools could be used to mitigate wildfire impacts for future development.

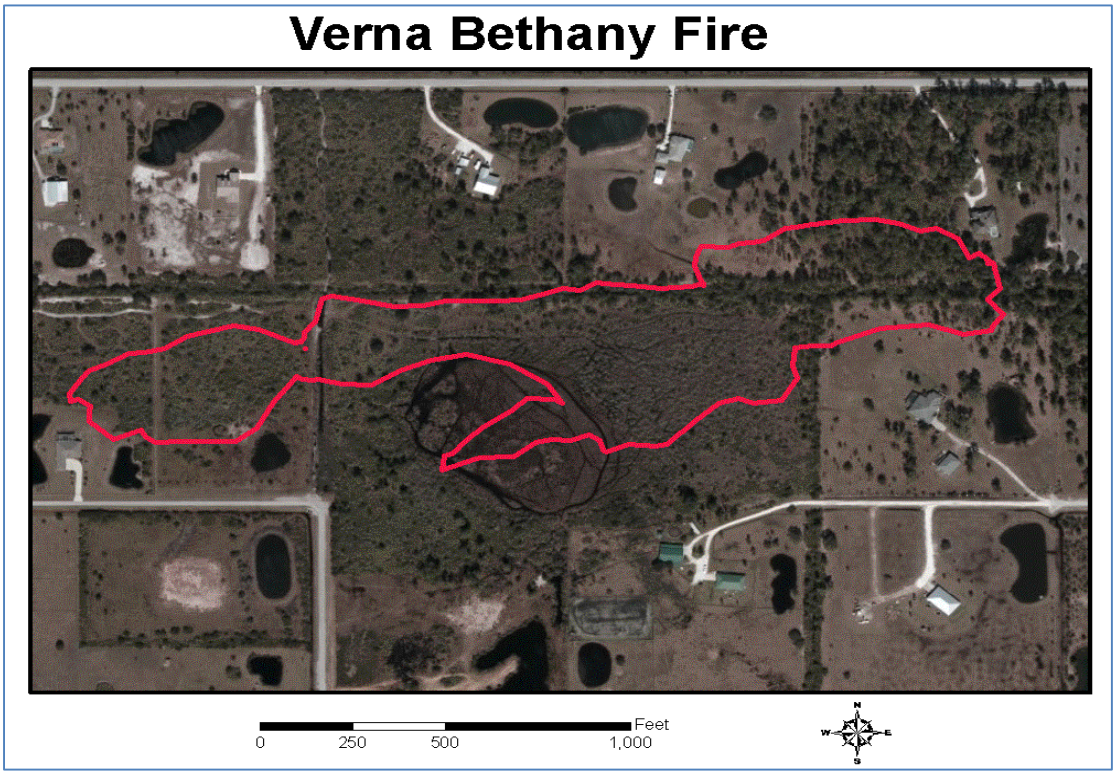
Planning Agencies in Manatee County	
Planning Agency	Role
Planning Division of the Manatee County Building and Development Services	Conducts planning, zoning, development review, permitting and inspection services.

Manatee County's Future Development Area Boundary creates a distinct border between urban/suburban and rural lands. The prevention of sprawl development intermingled with wildland has decreased the County's unincorporated areas vulnerability to wildfire as they might have been without the Future Development Area Boundary. There are exceptions to the Future Development Area Boundary's ability to mitigate wildfire, some developments were grandfathered into the rural areas before the regulations. Some developments include WUI islands consisting of conservation easements within the development that present challenges for managing fuel loads.

Manatee County's Land Development Code, Section 721 Habitat, Wildlife and Endangered Species Protection, provides for the preservation of native upland habitat within unincorporated Manatee County. Section 721 is consistent with Policy 3.3.2 of the Manatee County Comprehensive Plan which protects and preserves native wildlife, endangered, threatened and species of special concern, and native upland habitat.

The Countywide CEMP provides the ability for the Planning Division of the Building and Development Services Department to use the THIRA and disaster lessons learned in policy amendments and development reviews. For example, there was as incident named the "Verna Bethany Fire".

> The Verna Bethany Fire started at approximately 3:45 PM on March 2, 2011. It originated from an unattended campfire and burned 19 acres in a wooded area surrounded by eight homes. Resources involved in the suppression effort included two tractor plow units, four brush trucks, six engines for structure protection and 1 helicopter. The fire was contained by 8:00 PM that same night and was declared controlled two days later.



Conservation Land Agencies

The Parks and Natural Resources Department, the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection, and Florida Fish and Wildlife Conservation Commission are active land management agencies within Manatee County. Each of the agencies have management plans for their conservation properties, perform fuel management, and some have fire suppression capabilities.

Manatee County Parks and Natural Resources

The Manatee County Parks and Natural Resources Department manages environmentally sensitive wildlife habitats and corridors acquired through the Environmental Lands Management and Acquisition Committee (ELMAC).

Parks and Natural Resources deals with the boundary of preserve lands that connect to private property by clearing defensible space. This is maintained by mowing and disking to create a fire break are the most important part of the prescribed fire program. The Department has been using since 2011 to mitigate for wildfire by burning land with high fuel loads. At this point maintenance burns continue to keep fuel loads at a manageable level.

Examples of Urban Interface Burns:

- Riverview Point Preserve prescribed burn, March 22, 2011: Eleven acres of land adjacent to DeSoto National Park to the north, with private residences to the south and west was burned with prescribed fire sending smoke into the river with no impact to neighbors. The objective was to reduce potentially dangerous fuel loads had a wildfire occurred with unfavorable winds. This was a successful, well monitored multi-agency effort.

- Pine Island prescribed burn, planned for 2015: The 90 acres of Pine Island that lays directly south of State Road 64 in the Braden River. This land has high fuel loads and precious mature pine trees. This multi-agency effort will be used to offset possible negative effects of wildfire. Burning this sensitive site requires significant coordination and is now in the third year awaiting proper weather conditions. The Department continues to monitor the weather conditions for the opportunity to implement this burn.

Southwest Florida Water Management District (SWFWMD)

Prescribed Fire Program

The Southwest Florida Water Management District (SWFWMD) manages approximately 11,259 acres of conservation land in Manatee County, including:

- The Edward W. Chance Preserve (Gilley Creek and Coker Prairie Tracts),
- Flatford Swamp, and
- The Little Manatee River-Southfork Tract.

All of these lands have ecosystems that depend on fire to maintain habitat quality. The SWFWMD utilizes prescribed burns on its conservation lands as a management tool to minimize wildfire risk and maintain natural conditions by mimicking natural fire cycles.

Ninety-two percent of all fire-dependent communities are located on SWFWMD managed conservation lands in Manatee County. These conservation lands have been successfully fire-maintained within the accepted fire return interval for habitat type. To maintain this goal, SWFWMD conducts annual prescribed burns on an average of 1,500 acres within Manatee County. The areas where maintenance conditions have not yet been achieved, mechanical treatments are utilized in conjunction with prescribed fire to reduce heavy fuel loads, mediate wildfire risk, and hasten the restoration process.

Mechanical treatments are especially important in overgrown scrub habitats and management units within close proximity to the WUI.

Mutual Aid

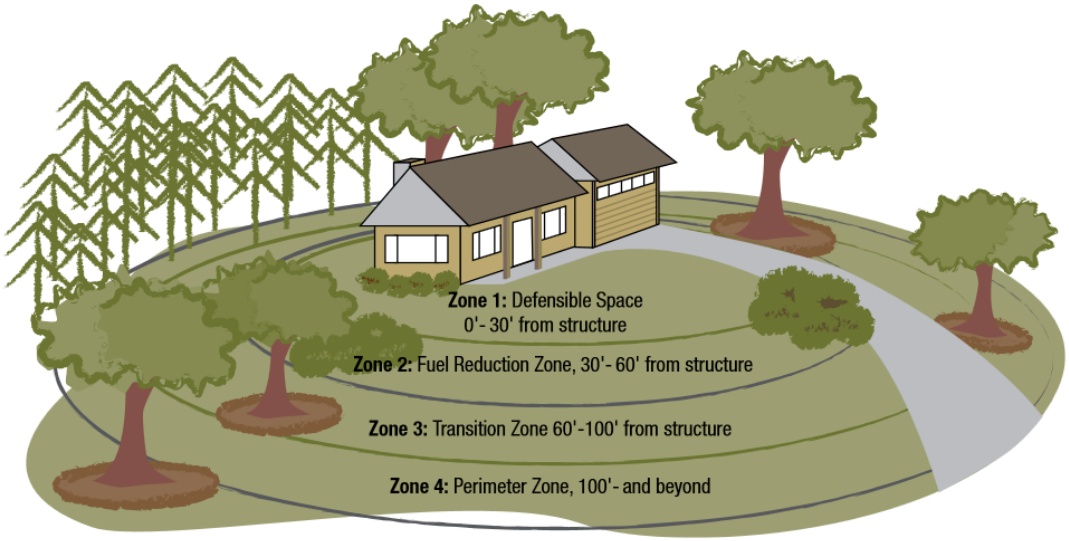
SWFWMD has a mutual aid agreement with the Florida Forest Service (FFS) to assist in wildfire suppression efforts. The District may also be requested to provide wildfire suppression support to FFS anywhere in the State through the Statewide Mutual Aid Agreement in the event that the Governor declares a state of emergency.

Public Notification

SWFWMD at a minimum, publishes annual press releases through its Public Communications Bureau to inform residents of upcoming prescribed burns. More frequent press releases are published when necessary in areas with a higher population or where special circumstances warrant. In some cases direct contact with residents is requested and prescribed burn managers coordinate with those individuals to advise them of upcoming burns. In areas with a significant WUI, SWFWMD (through its Public Communications Bureau), will utilize email and social media to inform as many residents as possible about prescribed burns and other activities taking place near the WUI boundary.

8. Structural Ignitability (Firewise)

It is important for homeowners to develop and maintain their own property in accordance with Firewise principles. Below is a graphic with suggested recommendations for to create a defensible space around structures.



Source: Wildfire Risk Reduction in Florida, Florida Department of Agriculture and Consumer Services, Florida Forest Service

Zone 1: Defensible Space (0'-30' from structure) Thin trees and vegetation, prune branches, mow regularly, clear debris, use less flammable plants, allow for firefighting access, and irrigate regularly.
Zone 2: Fuel Reduction Zone (30'-60' from structure) Reduce fuels, use less flammable plants, mow seasonably, store combustibles, and irrigate wisely.
Zone 3: Transition Zone (60' – 100' from structure) Reduce fuels, use less flammable plants, mow seasonably, store combustibles, and irrigate wisely.
Zone 4: Perimeter Zone (100' and beyond from structure) Manage Fuels.

10 Steps to Defensible Space

1. Thin tree and brush cover
2. Dispose of slash and debris left from thinning
3. Remove dead limbs, leaves and other litter
4. Stack firewood away from home
5. Maintain irrigated green belt around the home
6. Mow dry grasses and weeds
7. Prune branches to 10 feet above the ground
8. Trim branches from the lowest 1/3 of smaller trees (under 30 feet)
9. Clean roof and gutters
10. Reduce density of surround forest (beyond the defensible space zone)

Other improvement include:

- Improving driveway access and water supplies
- Fire resistive roof
- Enclosing overhanging eaves and decks
- Spark arrestors on chimneys



The photo above demonstrates how defensible space guidelines can help save a structure from wildfires.

9. Mitigation Resources

Local Mitigation Strategy (LMS)

The Manatee County LMS is a multi-jurisdictional plan that assesses the vulnerability of the county and its jurisdictions to hazards and evaluates local mitigation efforts. Through adoption of the LMS, the county and its jurisdictions are eligible for federal funds to carry out mitigation actions, (i.e., Hazard Mitigation Grant Program and Pre-Disaster Mitigation Grant Program). Manatee County Building and Development Services Department manages the Hazard Mitigation Program. The maintenance of the

LMS is a requirement of the Hazard Mitigation Program. The LMS Working Group oversees the implementation of the LMS plan. Several of the agencies of the LMS Working Group are also represented on the CWPP Working Group. The LMS Working Group consists of the County Hazard Mitigation Program; Emergency Management Division of the Public Safety Department; county departments; fire districts; and emergency management/hazard mitigation representatives from the City of Anna Maria, City of Bradenton, City of Bradenton Beach, City of Holmes Beach, City of Palmetto, and the Town of Longboat Key.

The LMS is incorporated in the CEMP. The four objectives of the LMS are:

- Increase the communities resistance to damage from an "All Hazards" approach;
- Compete effectively for pre and post-disaster mitigation funds;
- Reduce the cost of a disaster at all levels; and
- Speed the community in recovery when a disaster occurs.

Firewise Communities and Construction

At this time Manatee County does not have any designated Firewise Communities. Communities are encouraged to develop their wildfire protection plan utilizing the information in this CWPP.

Appendixes

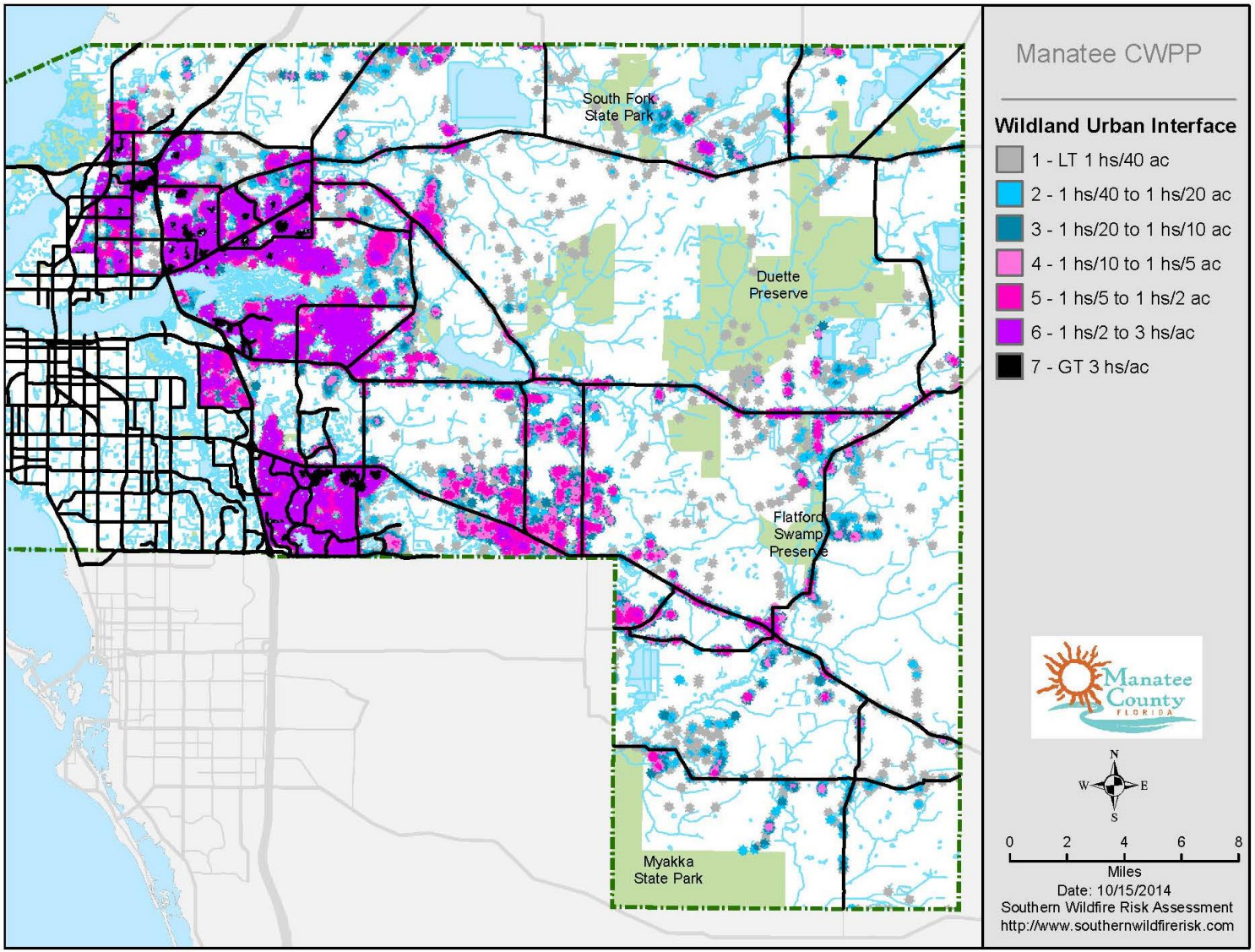
Appendix A: CWPP Working Group Members

CWPP Working Group Members				
Representative Name	**Title / Department**	**Address**	**Phone**	**Email Address**
Byron Teates	Fire Chief / East Manatee Fire District	3200 Lakewood Ranch Boulevard, FL 34211	941.751.5611	bteates@emfr.org
Dan Cacchiotti	Fire Chief / Myakka City Fire District	26636 State Road 70, Myakka, City, FL 34251	941.322.6525	dpcacchiotti@myakkafire.org
Kathleen Thompson	Planning Division / Manatee County Building and Development Services Department	1112 Manatee Avenue West, 4th Floor Bradenton, FL 34205	941.748.4501 x 6841	Kathleen.Thompson@mymanatee.org
Marcus Campion	Manatee County Parks & Natural Resources Department	5502 33rd Avenue Drive West, Bradenton, FL 34203	941.721.6885 x 8053	Marcus.Campion@mymanatee.org
Michael Keegan	Forest Area Supervisor / Florida Forest Service	4723 53rd Avenue East, Bradenton, FL 34203	941.727.6480	Michael.Keegan@FreshFromFlorida.com
Mike Johnson	Fire Chief / Parrish Fire Department (includes Duette)	12132 US 301 N, Parrish, FL 34219	941.721.2093	admin@parrishfd.org
Patrick M. Mahoney	Wildfire Mitigation Specialist / Florida Forest Service	4723 53rd Avenue East, Bradenton, FL 34203	863.993.4647	Patrick.Mahoney@FreshFromFlorida.com
Sandy Tudor	Floodplain Investigator/LMS Coordinator / Manatee County Building and Development Services Department	1112 Manatee Avenue West, 4th Floor Bradenton, FL 34205	941.748.4501 x 3843	Sandy.Tudor@mymanatee.org
Sharon Tarman	Emergency Management Officer / Manatee County Public Safety Department	2101 47th Terrace East, Bradenton, FL 34203	941.749.3500 x 1673	Sharon.Tarman@mymanatee.org
Stephanie Green	Southwest Florida Water Management District	6750 Fruitville Road, Sarasota, FL 34240	941.377.3722 x 6513	Stephanie.green@watermatters.org
Stephen Raymond	Manatee County Parks & Natural Resources Department	5502 33rd Avenue Drive West, Bradenton, FL 34209	941.721.6885	Stephen.Raymond@mymanatee.org

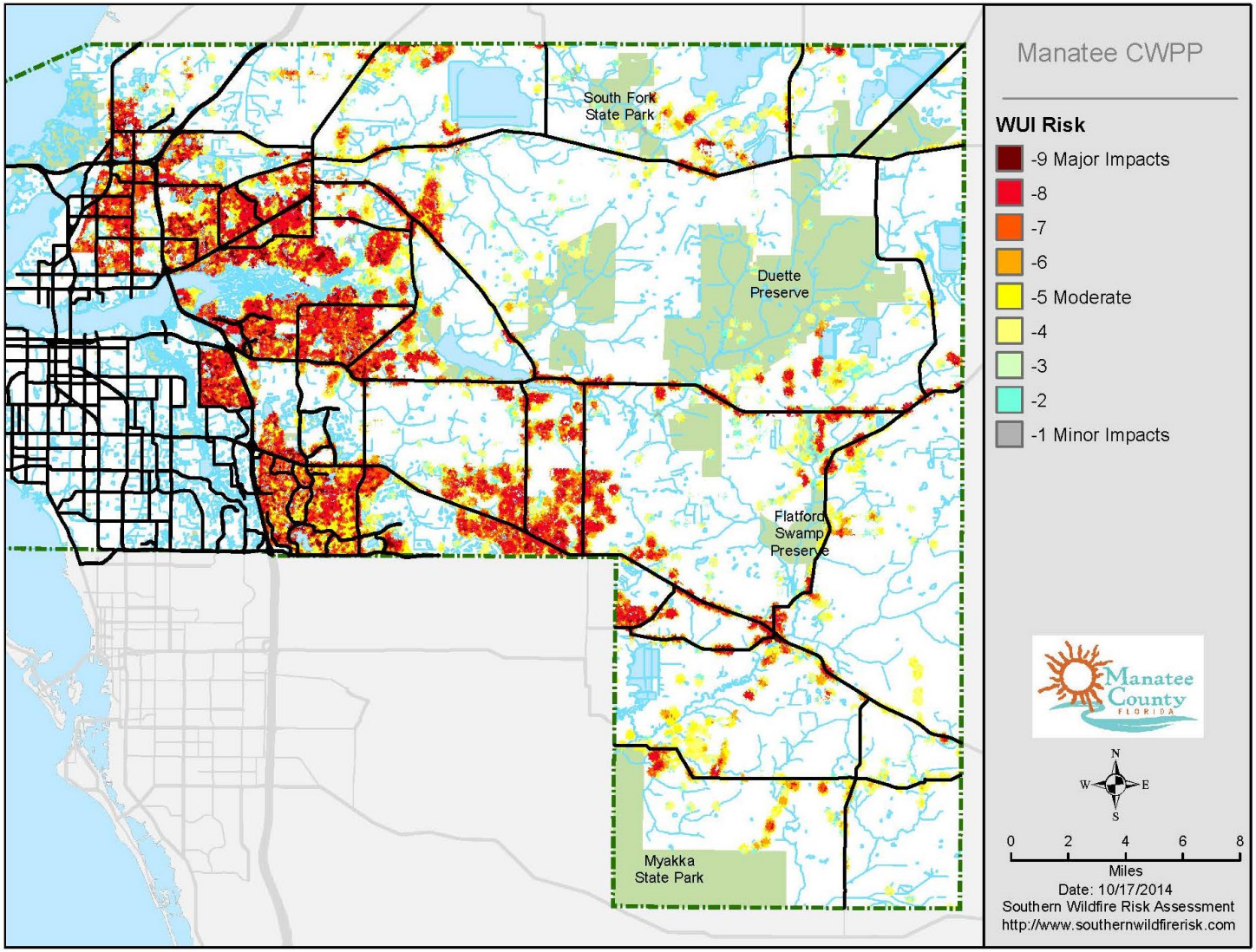
Appendix B: Maps

B.1 Wildland Urban Interface Map
B.2 Wildland Urban Interface Risk Map
B.3 Burn Probability Map
B.4 Fire Protection District Map
B.5 Community Protection Zone Map
B.6 Fire Intensity Scale Map
B.7 Fire Type Map
B.8 Flame Length Map
B.9 Rate of Spread Map
B.10 Surface Fuels Map

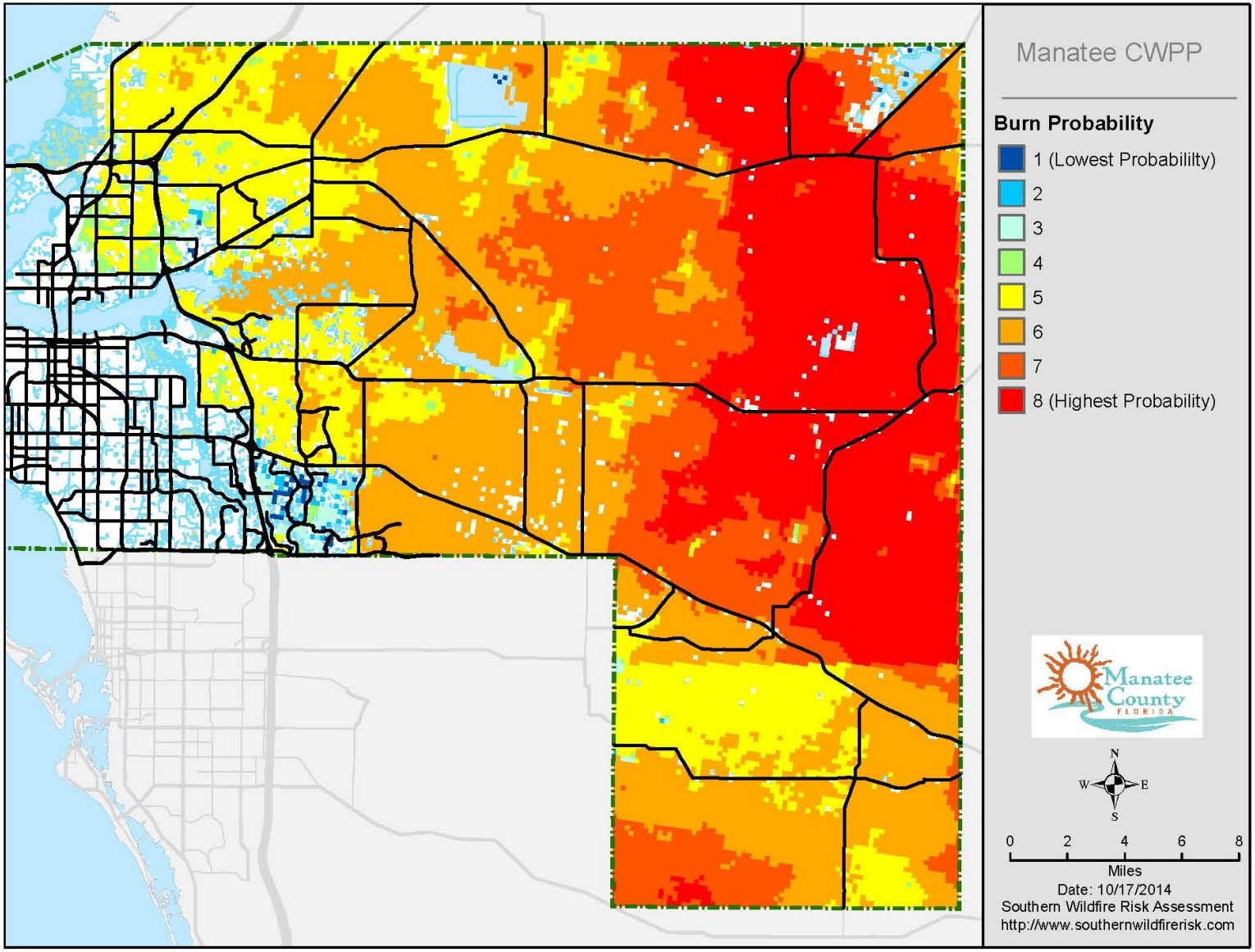
B.1 Wildland Urban Interface – Shows housing density in areas that are adjacent to wildland fuels. Uses number of homes per acre.



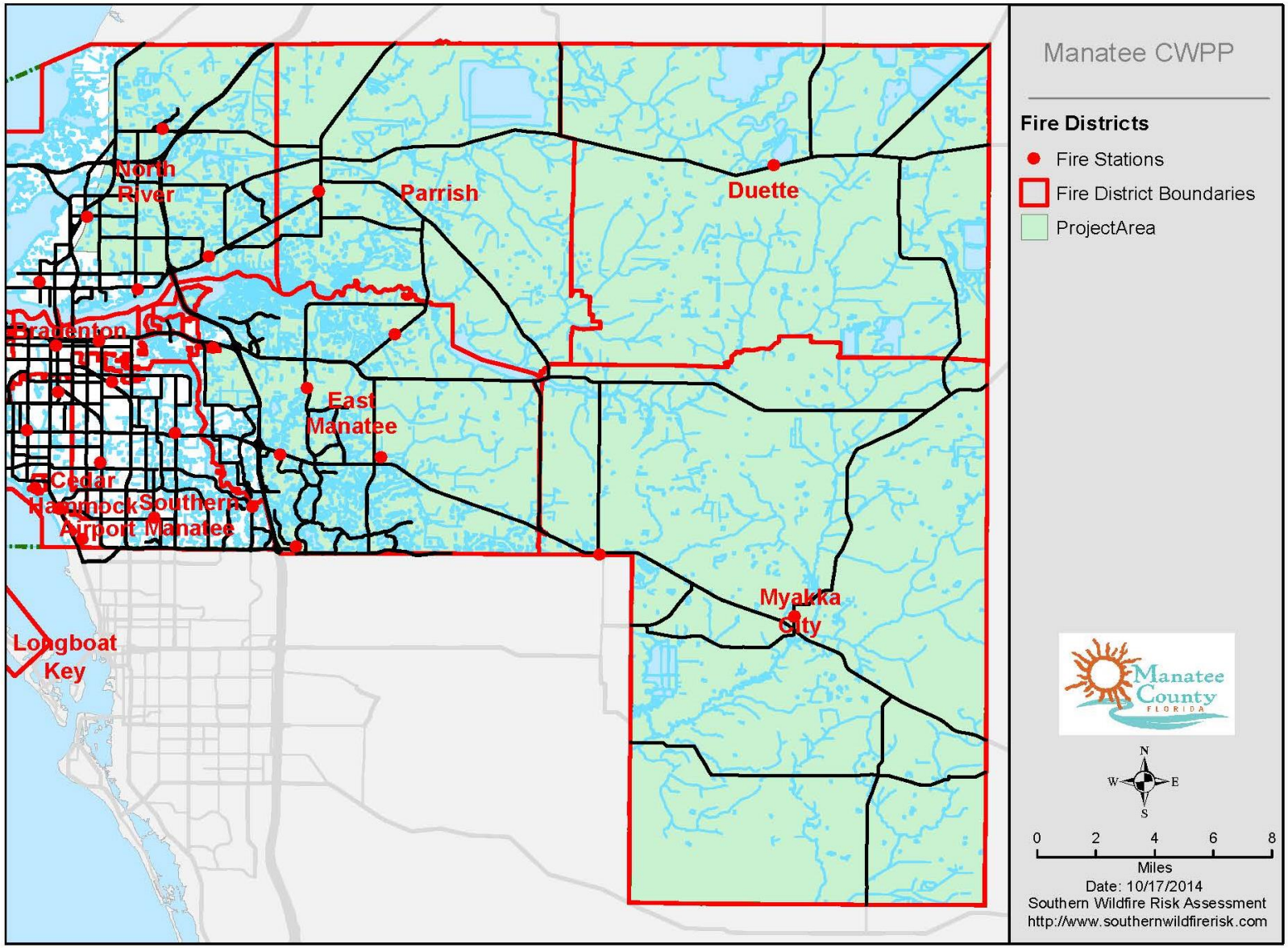
B.2 Wildland Urban Interface Risk Map – Shows the potential impact of wildfire on people and their homes. Uses housing density and flame length (as a measure of fire intensity) as inputs.



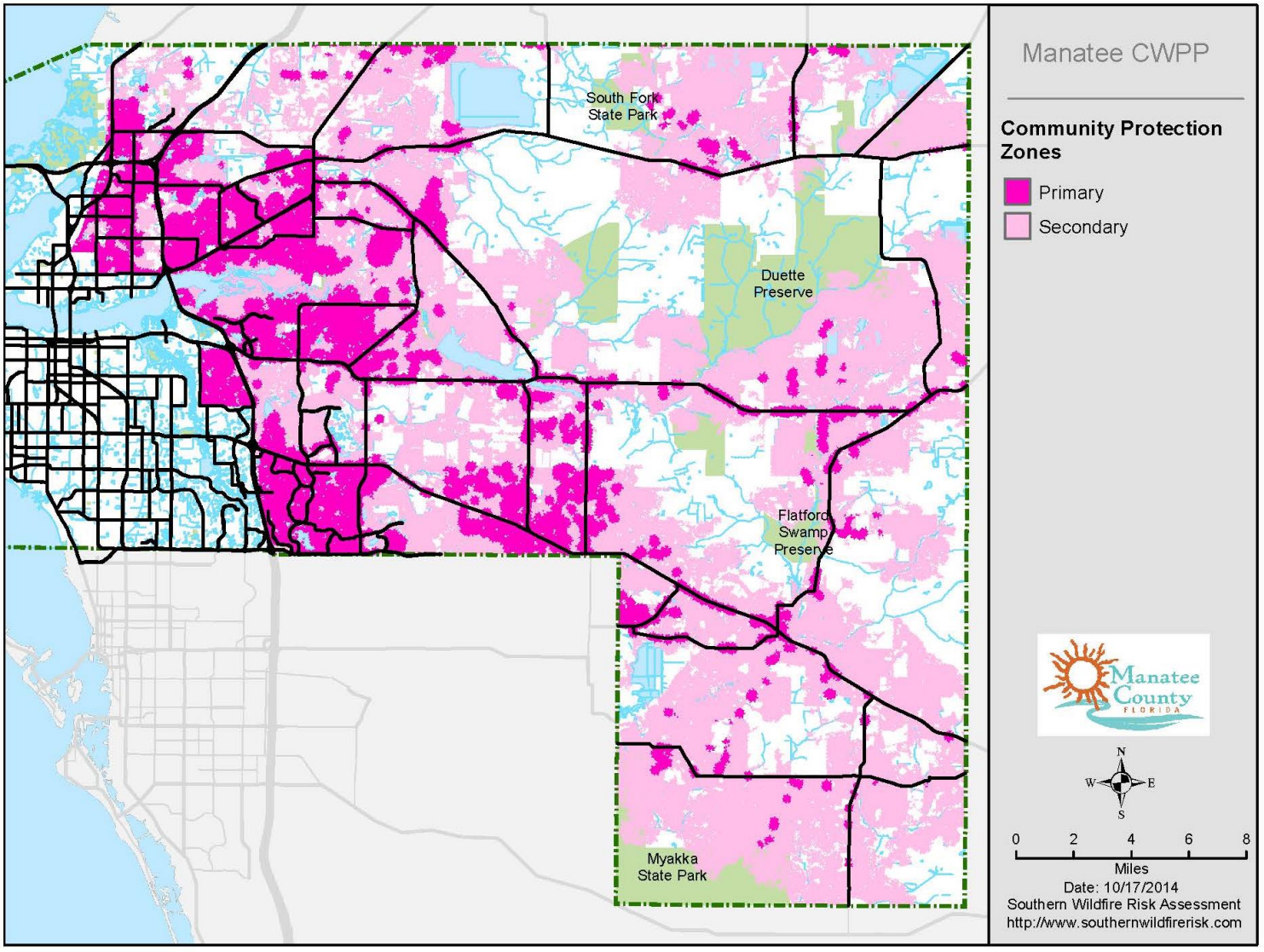
B.3 Burn Probability Map – How likely an area is to burn based on a range of weather conditions and ignition sources.



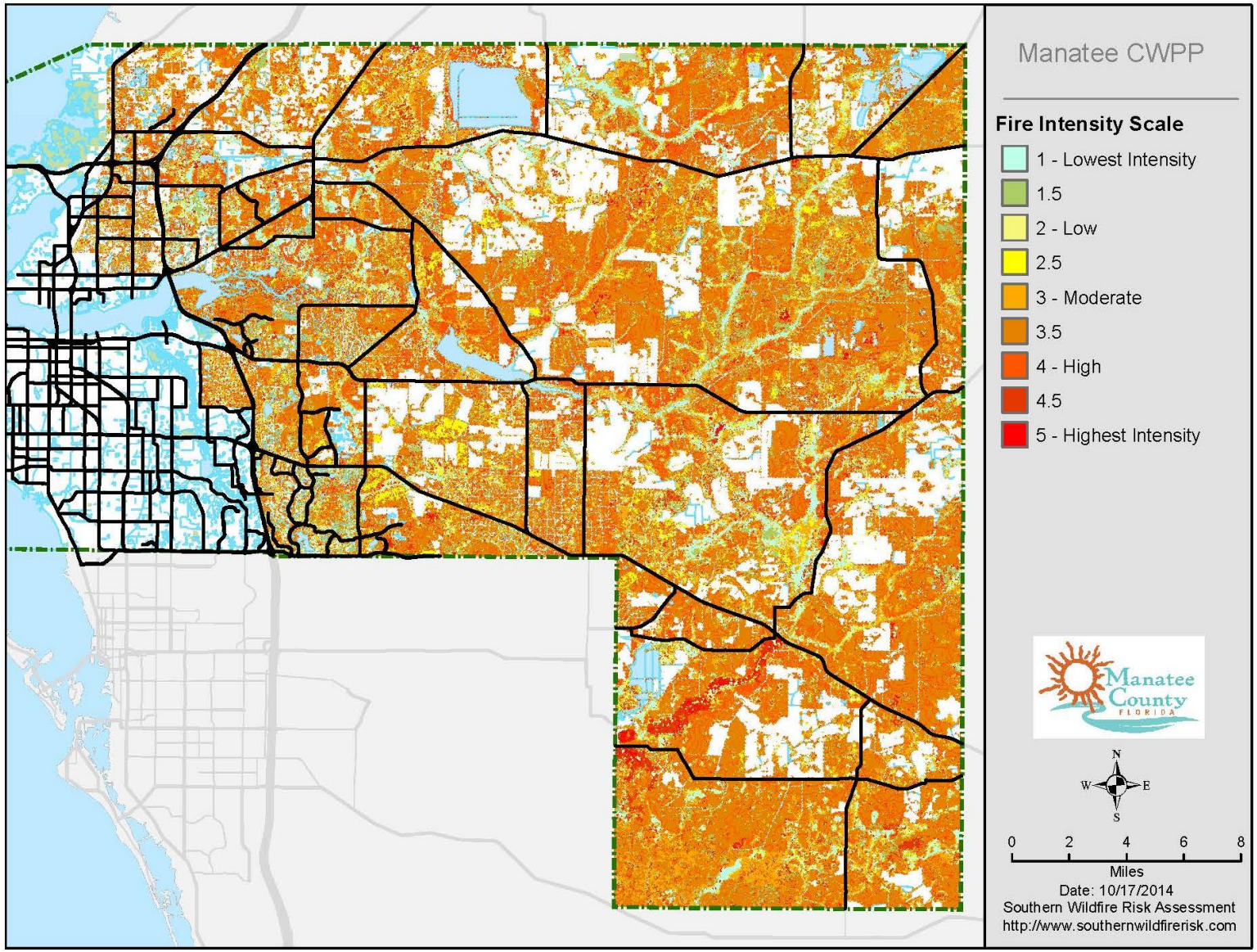
B.4 Fire District Map



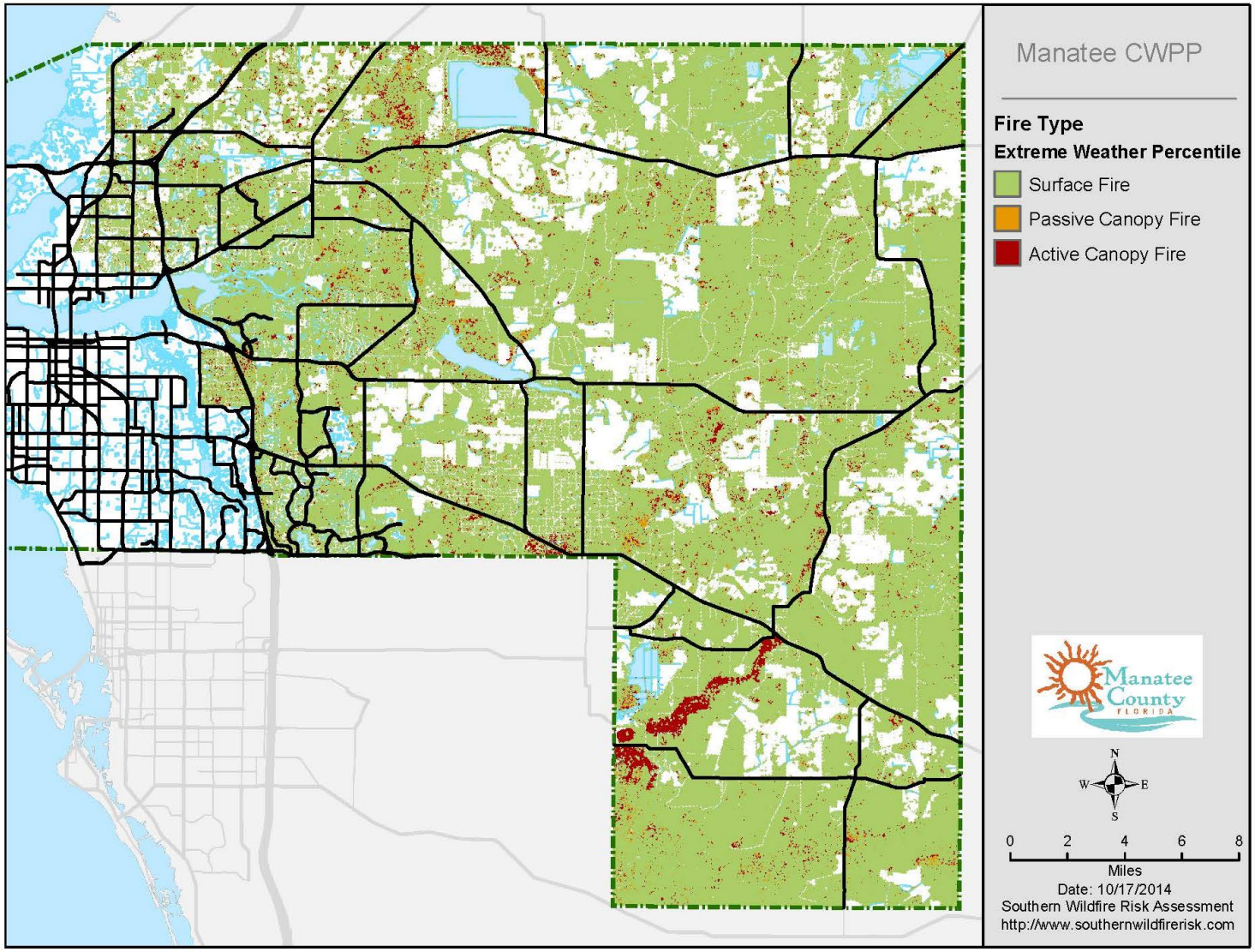
B.5 Community Protection Zone Map – Shows areas that are considered the highest priority for mitigation planning activities. Uses house density and rate of spread data. Primary CPZ's are densely populated areas adjacent to wildland fuels and secondary CPZ's are a buffer zone within a 2 hour fire spread distance from the primary zone.



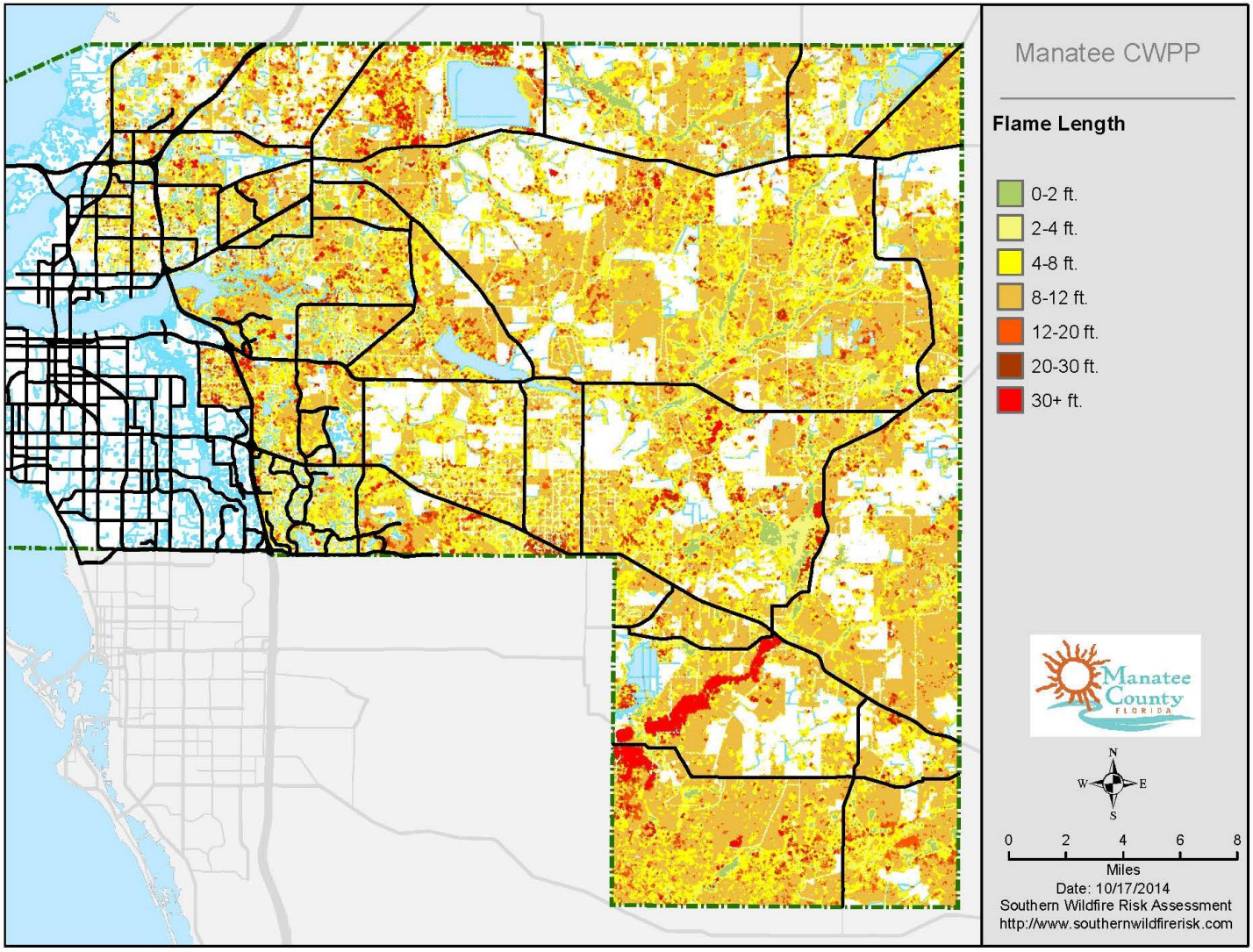
B.6 Fire Intensity Scale – How difficult a wildfire will be to control based on available fuels under a range of weather conditions.



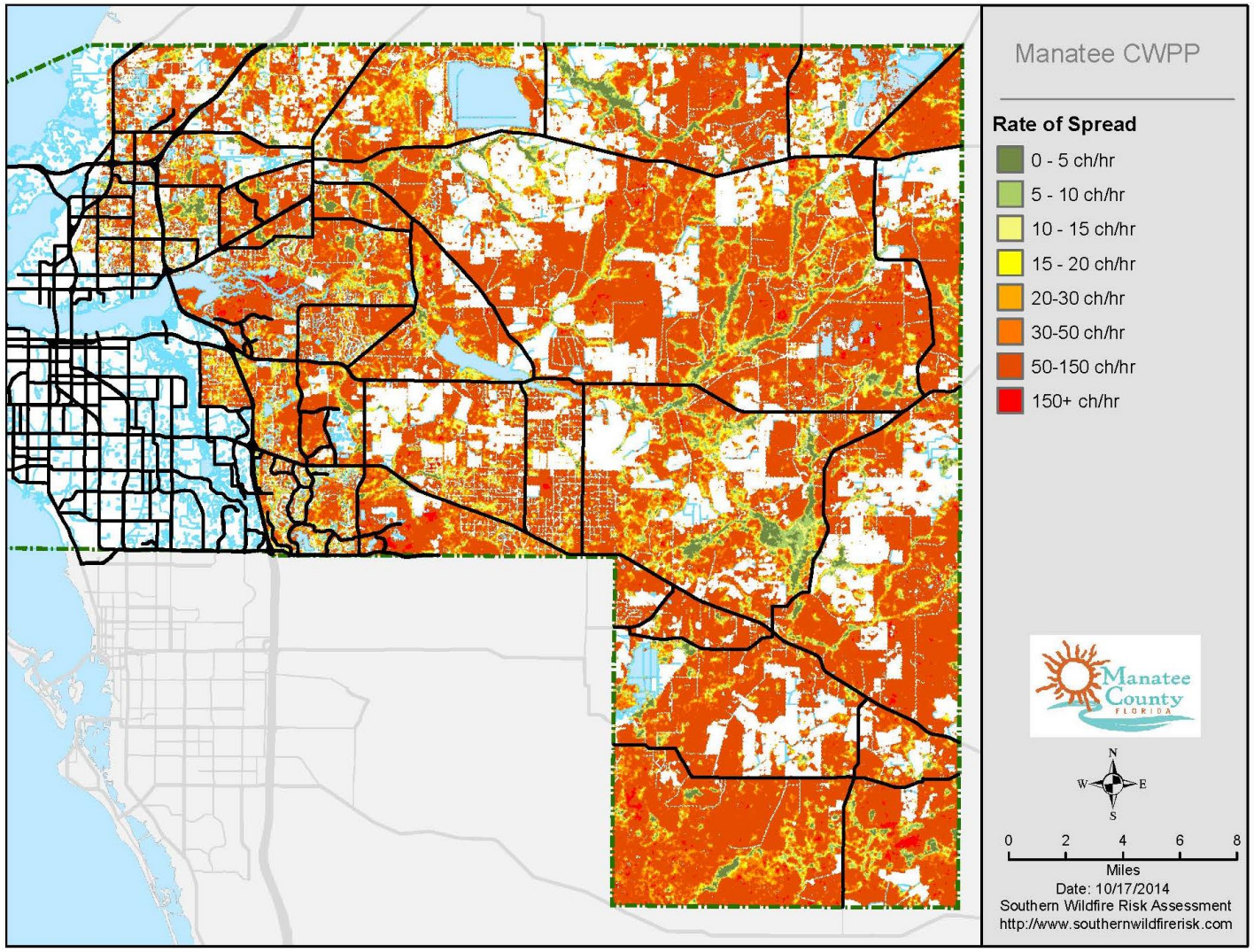
B.7 Fire Type Map – The type of wildfire that is possible based on available fuels under severe fire weather conditions. Categories are surface fire, passive canopy fire (occasional tree torching) and active canopy fire (running crown fire).



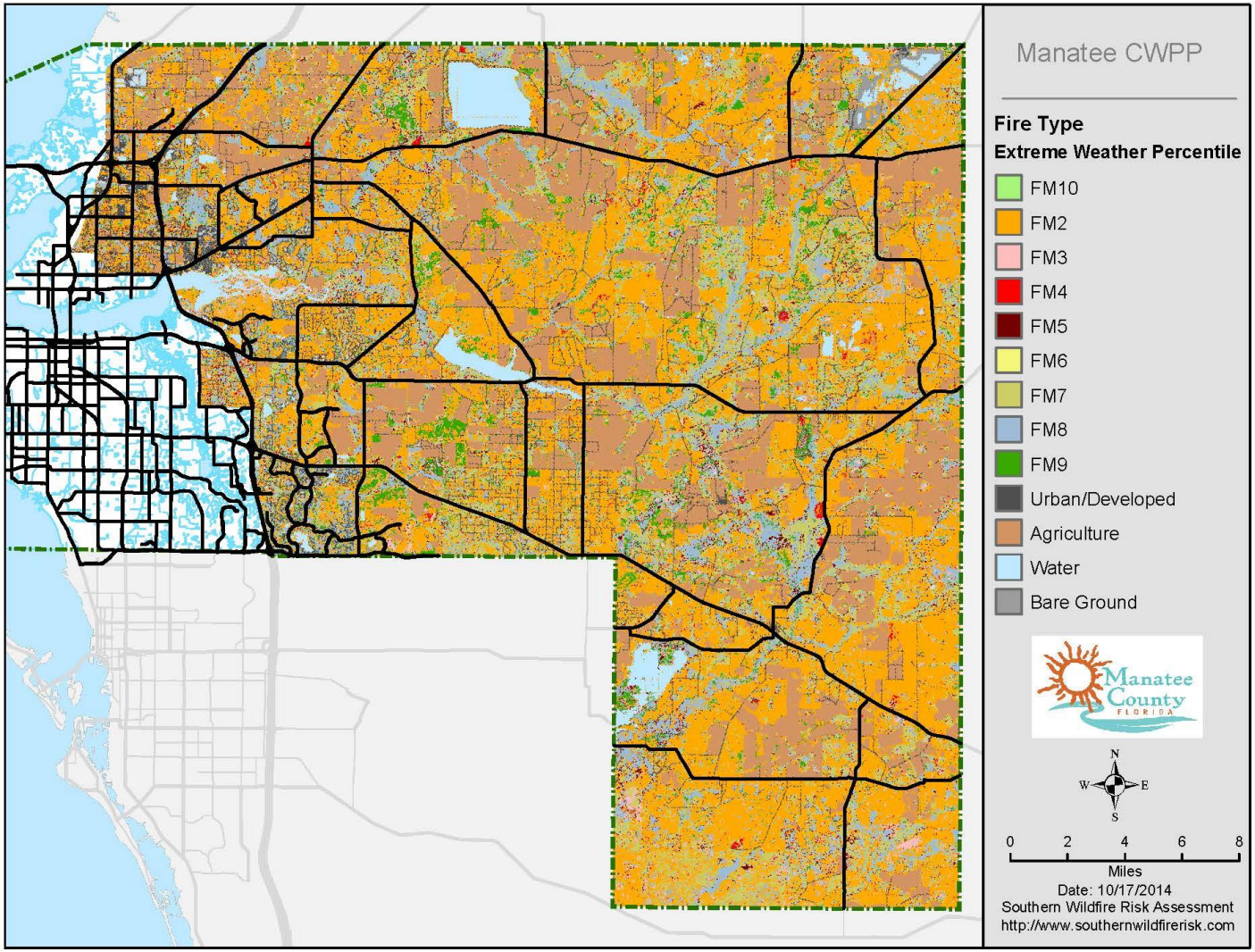
B.8 Flame Length Map – The distance between the flame tip and the base of the flame, it is good measure of fire intensity. Based on available fuels under a range of weather conditions.



B.9 Rate of Spread Map – Hos fast a wildfire will move horizontally across the landscape in chains per hour (1 chain = 66 feet).



B.10 Fuel Type Map – They type of surface vegetation based on Anderson's 13 fuel models. Grass models 1 – 3, brush models 4 – 7, timber litter 8 – 10, and logging slash models 11 – 13.



APPENDIX K

RECOMMENDED PROJECTIONS OF SEA LEVEL RISE

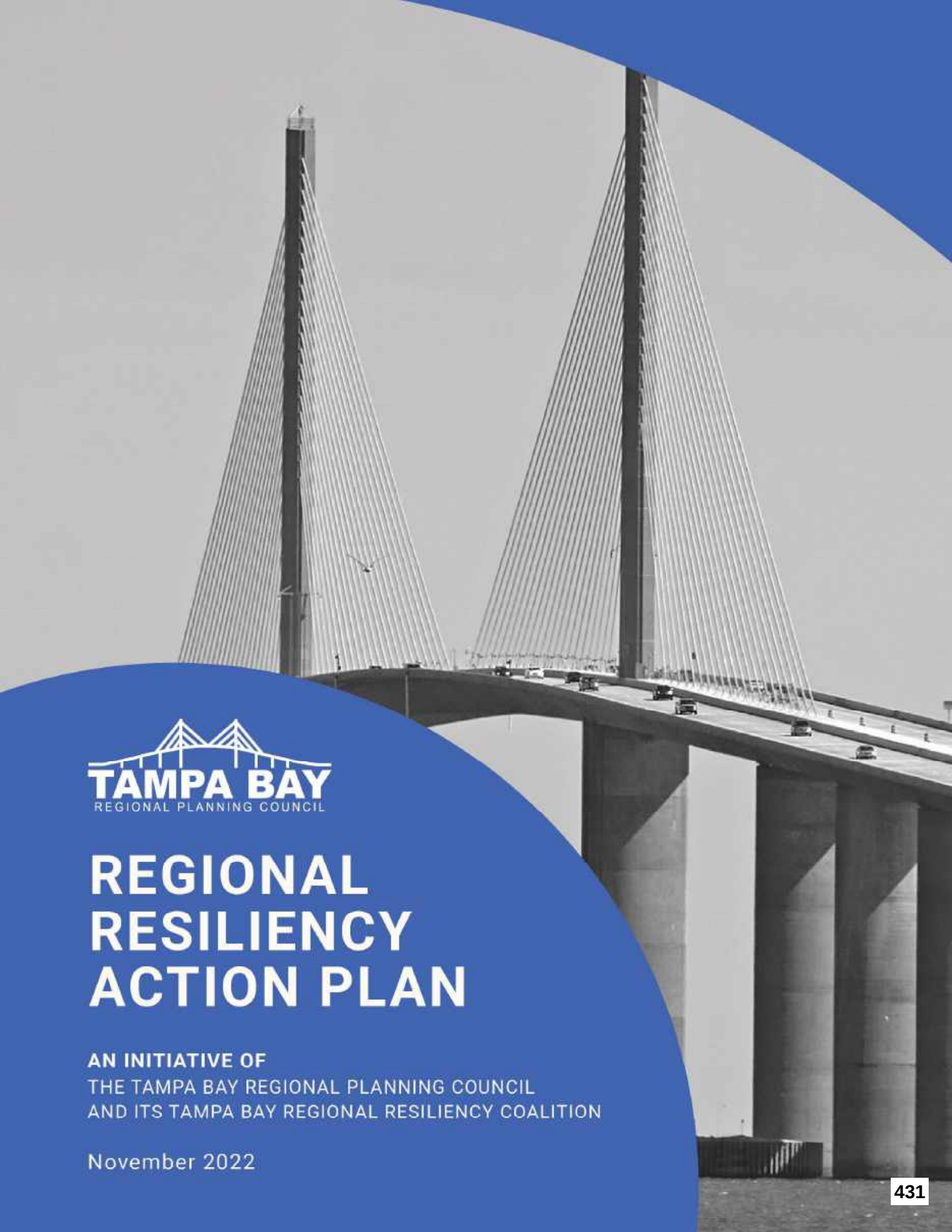
IN THE TAMPA BAY REGION

BY
TAMPA BAY CLIMATE SCIENCE ADVISORY PANEL (CSAP)

and

TAMPA BAY REGIONAL RESILIANCY ACTION PLAN 2022

BY
TAMPA BAY REGIONAL PLANNING COUNCIL (TBRPC)



TAMPA BAY
REGIONAL PLANNING COUNCIL

REGIONAL RESILIENCY ACTION PLAN

AN INITIATIVE OF
THE TAMPA BAY REGIONAL PLANNING COUNCIL
AND ITS TAMPA BAY REGIONAL RESILIENCY COALITION

November 2022

Welcome

Welcome to the Tampa Bay Region. Our region is home to some of the country's best beaches, sports teams, and approximately 4 million residents. The region also hosts Port Tampa Bay, the largest port in the State, and Tampa International Airport, which served 15.4 million passengers in FY2021. The region's public university, the University of South Florida (USF) is the fastest-rising university in America, according to U.S. News and World Report's (U.S. News) 2022 Best Colleges rankings. All of these regional assets are vulnerable to the impacts of a changing climate, including: sea-level rise, rainfall, heat events, wildfires, droughts, flooding, and storms.

In 2018, the TBRPC formed the Tampa Bay Regional Resiliency Coalition, the 18th initiative of its kind in America, when elected officials and Gubernatorial Appointee members of the Regional Planning Council asked governments from throughout Tampa Bay to endorse a Memorandum of Understanding (MOU) indicating the willingness to work collaboratively to make our region more resilient to extreme weather, including sea level rise, storm surge, and more frequent, higher intensity rainfall. Today, the Resiliency Coalition has grown to include 32 governments and over 90 private sector partners.

As part of the MOU, the Resiliency Coalition members agreed to develop a Regional Resiliency Action Plan (RRAP) with strategies for coordinated regional preparation for and adaption to a rapidly changing global environment. This document is intended to address this and other resilience challenges through intergovernmental and community collaboration.

The TBRPC is thankful that you have chosen to join us as we continue our journey to make our communities more resilient.



Sean T. Sullivan, Executive Director of the Tampa Bay Regional Planning Council



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Letter from the TBRPC Chair



Councilmember
Brandi Gabbard
City of St. Petersburg
2022 Chair of the Tampa Bay
Regional Planning Council

Resiliency is a necessary component to the long-term sustainability of our region, and we must collaborate to foster smart initiatives that will help our communities grow stronger. Partnerships between local leaders, technical experts, and key stakeholders to define climate change risks and mitigate their impact is more crucial than ever. Thank you for your support of this important endeavor, our beaches and waterfront enhance the lives of our residents and provide a chief economic driver. Let's work together to ensure they are sustainable for future generations of Floridians.

Sincerely,

Tampa Bay Regional Planning Council Chair

2022 Tampa Bay Regional Planning Council Members

Chair: Cm. Brandi Gabbard, City of St. Petersburg
Vice Chair: Comm. Vanessa Baugh, Manatee County
Secretary/Treasurer: Mayor Woody Brown, City of Largo
Past Chair: Comm. Jack Mariano, Pasco County
- Comm. John Allocco, Hernando County
- Cm. Peter Altman, City of New Port Richey
- Cm. Thomas Barnhorn, City of Seminole
- Comm. Scott Black, City of Dade City
- Ms. Kelley Boatwright, Florida DEP
- Mayor Sandra Bradbury, City of Pinellas Park
- Cm. James Chambers, City of Temple Terrace
- Cm. Joseph Citro, City of Tampa
- Comm. Harry Cohen, Hillsborough County
- Mr. Jacob Cremer, Hillsborough County
- Comm. Carlos Diaz, City of Safety Harbor
- Comm. Maureen "Moe" Freaney, City of Dunedin
- Comm. Michael Fridovich, City of Gulfport
- Comm. Ward Friszolowski, City of St. Pete Beach
- Comm. Nancy Hodges, City of Madeira Beach
- Comm. Jason Jones, City of Plant City
- Comm. Sheldon Jones, City of Palmetto
- Comm. Ronald E. Kitchen, Jr., Citrus County
- Comm. Andrew Knapp, City of Oldsmar
- Comm. Janet Long, Pinellas County
- Vice Mayor Craig Lunt, City of Tarpon Springs
- Vice Mayor Thomas Reid, City of South Pasadena
- Cm. Patrick Roff, City of Bradenton
- Mr. Frank Rygiel, Pasco County
- Cm. Lina Teixeira, City of Clearwater
- Ms. Barbara Sheen Todd, Pinellas County
- Comm. Maribeth Wetzel, City of Treasure Island
- Mr. Ming Gao, FDOT District 7
- SWFWMD

Sean T. Sullivan, Executive Director
Wren Krahl, Deputy Executive Director

TAMPA BAY
REGIONAL PLANNING COUNCIL

Letter from the TBRRC Chairs



Commissioner Janet C. Long
Pinellas County BOCC
2022 Co-Chair of the Tampa Bay
Regional Resiliency Coalition

Councilman Peter Altman
City of New Port Richey
2022 Co-Chair of the Tampa Bay
Regional Resiliency Coalition



We are pleased to present the first Regional Resiliency Action Plan for the Tampa Bay Region! We would like to thank our resiliency coalition members and partners for all their contributions to this planning process. This document will serve as our strategy to work together on a regional level to identify and address the effects of sea-level rise. The RRAP builds on our existing partnerships to protect our people, our homes, and our livelihoods. We're delighted for you to join us on this journey.

Sincerely,

Tampa Bay Regional Resiliency Coalition Chairs

2022 Regional Resiliency Coalition Steering Committee

Co-Chair, Commissioner Janet C. Long, Pinellas County Coalition
Co-Chair, Council Member Peter Altman, City of New Port Richey
- Commissioner Ronald E. Kitchen, Jr., Citrus County
- Commissioner Jack Mariano, TBRPC Past Chair, Pasco County
- Commissioner John Allocco, Hernando County
- Commissioner Vanessa Baugh, TBRPC Vice Chair, Manatee County
- Commissioner April Thanos, City of Gulfport
- Commissioner Ward Friszolowski, City of St. Pete Beach
- Council Member Brandi Gabbard, TBRPC Chair, City of St. Petersburg
- Commissioner Maureen "Moe" Freaney, City of Dunedin
- Councilman Joseph Citro, City of Tampa
- Ms. Barbara Sheen Todd, Pinellas County

TAMPA BAY
REGIONAL RESILIENCY COALITION



Executive Summary

What is the Tampa Bay Regional Planning Council (TBRPC)?

TBRPC coordinates planning for the six-county Tampa Bay region by providing opportunities for collaboration among its local government jurisdictions. TBRPC was established as Florida's first regional planning council in 1962 when representatives from St. Petersburg, Clearwater, and Tampa recognized the need for regional coordination. They believed growth and community issues extend beyond county and municipal boundaries, a concept that still defines the Council's purpose today. TBRPC is one of ten regional planning councils in Florida. The Council provides a wide range of services, including:

Technical Assistance
GIS Mapping & Modeling
Urban Design & 3D Visioning

Preparedness
Disaster Planning Guide
Project Phoenix Hurricane Simulation

Environment
Agency on Bay Management
Bay Soundings News Journal

Resiliency
Resiliency Coalition
Housing Affordability & Resiliency

Economics
Economic Analysis Program
Economic Development District

Regional Review
Intergovernmental Coordination & Review
Strategic Regional Policy Plan

The region's six counties, Citrus, Hernando, Hillsborough, Manatee, Pasco and Pinellas are required by law to exercise regional cooperation through membership on the Council. Other municipal members are Bradenton, Clearwater, Dade City, Dunedin, Gulfport, Largo, Madeira Beach, New Port Richey, Oldsmar, Palmetto, Pinellas Park, Plant City, Safety Harbor, Seminole, South Pasadena, St. Pete Beach, St. Petersburg, Tampa, Tarpon Springs, Temple Terrace and Treasure Island. These governments are represented on the Council by elected officials appointed by their local boards. They comprise two thirds of the Council's membership. The Governor appoints additional members, making up the remaining third of the Council. There are also four ex-officio members representing the Florida Department of Transportation and Environmental Protection, Enterprise Florida, and the Southwest Florida Water Management District.

What is the Tampa Bay Regional Resiliency Coalition?

The Tampa Bay Regional Resiliency Coalition was officially formed in October 2018 and grew to 32 members in 2022. Currently, the Coalition includes 7 counties and 24 cities, and more than 90 Partners which include businesses, nonprofit community organizations, universities and advocacy organizations.

The region's communities are diverse and range from dense urban centers on Tampa Bay to coastal beach-fronts and suburban neighborhoods and agricultural lands and small towns in rural areas. The one unifying factor - they all share a commitment to increasing the resilience of their communities to the impacts of extreme weather and climate change.

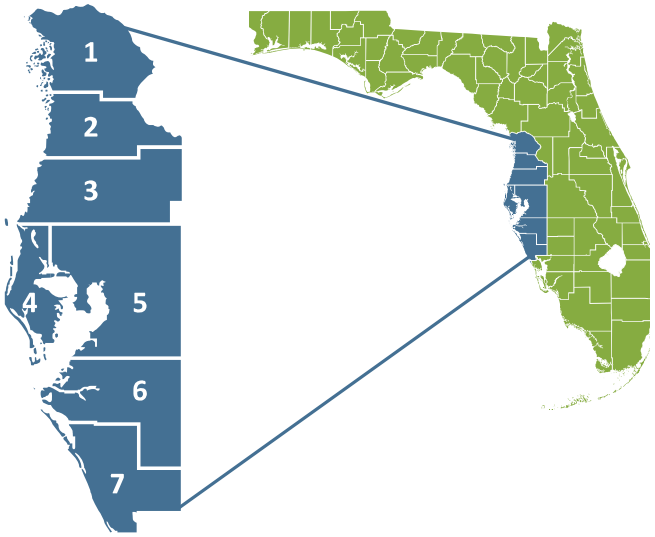
Tampa Bay Regional Resiliency Coalition Member Governments

Member Counties

Member Cities

The Tampa Bay 7-County Resiliency Coalition Region:

1. Citrus County
2. Hernando County
3. Pasco County
4. Pinellas County
5. Hillsborough County
6. Manatee County
7. Sarasota County



What is the Regional Resiliency Action Plan (RRAP)?

The RRAP is a living document created to address resilience challenges, prioritized through intergovernmental and community collaboration. The RRAP is intended to guide action over the next five years. The planning team engaged stakeholders through online meetings, in-person workshops and surveys to help shape the document and make sure it reflected the input from a wide range of expertise and geographic areas. This continued interaction will be key to the successful implementation of the RRAP. As our community continues to grow and evolve, the RRAP will encourage us to work together to better prepare for an increasing occurrence of extreme weather such as hurricanes, which will be exacerbated by sea level rise and sunny day flooding, crippling traffic and severe economic inequities. Even during the planning process, our resilience was tested by the COVID-19 pandemic. The region is stronger because of our experiences and have incorporated many of the lessons learned into this document. The Resiliency Coalition's goal is the RRAP will serve as a foundation in building a strong network focused on addressing equity gaps and elevating our vulnerable populations. The Coaltion believes that together we have an opportunity to work differently and more effectively by promoting stronger leadership, closer collaboration, and better use of our resources.

Process to Develop the Plan

The commitment to develop a Regional Resiliency Action Plan (RRAP) was defined in the Resiliency Coalition Memorandum of Understanding, signed by each of the members and celebrated in a signing ceremony in October 2018.

In 2019, TBRPC staff worked closely with the Coalition Steering Committee, staff in the counties and cities and key partners to define overarching resilience goals, local priorities, and resilience planning initiatives implemented by other cities around the state and the US.

The first major regional workshop to develop the RRAP occurred at the first Resiliency Leadership Summit on January 7-8, 2020 at the Hilton St. Pete Carillon. During a ½ day session, more than 175 participants including elected officials, local government staff and business and community partners met in small groups and discussed key priorities.

The TBRPC staff then converted these priorities into a set of recommendations which were reviewed by the Resiliency Coalition Steering Committee. In 2020-2021 during the COVID pandemic, TBRPC staff coordinated 10 virtual ½ day workshops which engaged staff, Partners across the region to hear presentations on best practices, discuss local and regional priorities.

Meeting in small breakout groups, attendees reviewed and provided written comments discuss draft goals and actions for each of the chapters. TBRPC staff also had meetings with subject matter experts and local governments and Partners who were implementing innovative resilience and sustainability programs.

In Spring-Summer 2021, the draft plan was reviewed by the Resiliency Coalition Steering Committee and the Management and Planning Committee, and was distributed and posted to collect additional input.

Acknowledgements

The Tampa Bay Regional Planning Council (TBRPC) would like to thank the Environmental Protection Agency's Gulf of Mexico Program for providing the funding to engage stakeholders in the resilience conversation. Stakeholder and public engagement were a critical and large component of the plan development. The TBRPC recognizes and thanks all member governments, partners, and the public for your participation in the workshops to formulate the action plan and efforts to move resilience strategies forward across the region. A special thank you goes out to all agency and jurisdictional representatives who served on the Management and Planning Committee.



PHASE I

Spring 2020 - Fall 2021

Establish local and regional goals for action

- **Breakout group prioritization at the 2020 Leadership Summit**
- **Online Stakeholder Engagement**
- **Online Metroquest Survey**
- **Identification of key partners**
- **Subject matter expert review**

PHASE II

Spring 2022

Identify priorities for collaboration

- **Online prioritization sessions with the MPC**
- **Steering Committee priorities established**
- **Interactive prioritization at the 2022 Tampa Bay Regional Resiliency Leadership Summit**

PHASE III

Fall 2022 and Beyond

Implementation

- **Support member governments and regional partners on the RRAP priorities**
- **Establish priority work groups**

Vision

The Tampa Bay Regional Resiliency Action Plan will help reduce risk to people and property by anticipating and preparing for sea level rise, storms, flooding, extreme heat and other emerging hazards.

The RRAP has a strong focus on risk reduction and adaptation – improving short-term disaster preparedness and supporting consistent long-term planning for climate change. It supports local government priorities to address climate mitigation, enhance sustainability goals and address social and racial equity. It also acknowledges the vital importance of conversing our natural resources and habitats, which support vibrant neighborhoods and strong economies.

The RRAP serves as a 5-year road map which defines goals, objectives, actions that will be implemented at the local level and through regional cooperation.

Guiding Principles

The Regional Resiliency Action Plan is based on 10 core tenets:

1. Positive Vision

THe RRAP includes resilient strategies to strengthen and protect vibrant communities and create multiple benefits. This document respects the diverse geographies and community make-up – from coastal to inland, urban to rural.

2. Actionable, Measurable

This plan includes proactive, actionable goals and strategies which reduce short-term and long-term risks, vulnerabilities. The document is intended to set measurable goals to track and celebrate progress – at the local level and regionally.

3. Fiscal Leadership

The RRAP proposes implement management processes which assess costs, impacts and return on resiliency investments. It includes strategies that align with federal and state requirements to increase funding for local projects and improve community rating system scores which reduce insurance costs for property owners.

4. Scalable

The RRAP promotes a range of goals, best practices and actions which can be implemented by local governments of any size.

5. Data Driven

The RRAP acknowledges climate change and its consequences, and bases decision-making on the best available science. The plan defines climate risks, impacts and indicators and uses local and regional data to define risks, vulnerabilities and targets for success.

6. Supports Health and Equity

This plan recognizes that extreme weather and climate impacts our health and well-being, and that existing income and racial disparities can increase vulnerability to hazards. Implementing resilience and sustainability strategies will include targeted strategies and investments which will increase overall community resilience.

7. Community-focused

Resilience is more than infrastructure. The RRAP considers neighborhoods, housing and jobs. Increases knowledge and capacity of residents, businesses and non-profits to take action and support resilient place making. The plan contributes to economic prosperity.

8. Protects and Restores Paradise

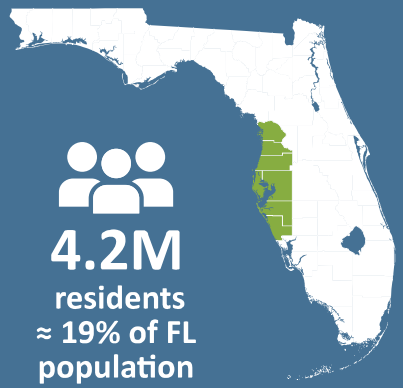
The RRAP recognizes the importance of preserving natural spaces and habitats, using nature-based resilience strategies and green infrastructure to reduce flood risks and heat impacts, and support thriving communities.

9. Consistent and Coordinated

The RRAP enables working together to define standards, policies and methods to increase resilience consistency across jurisdictions and create a level playing field for resilient development.

10. Sustainable

The plan supports local government sustainability goals to improve energy efficiency and reduce emissions in municipal buildings and fleets; advances community and housing energy savings; align housing, business zones, and transit. The RRAP promotes Green-tech local jobs. and collaborations with utilities to increase availability of renewable energy and energy security during disasters.



4.2M
residents
≈ 19% of FL
population

$190B
GDP in 2020

2M
Jobs

$58,469
Median Income

11.3% People in Poverty in 2020

27.6min
Mean Commute

By **2045**
daily tidal inundation may result in
$2.9B
in property value loss

In a 10-year storm tide event, there could be

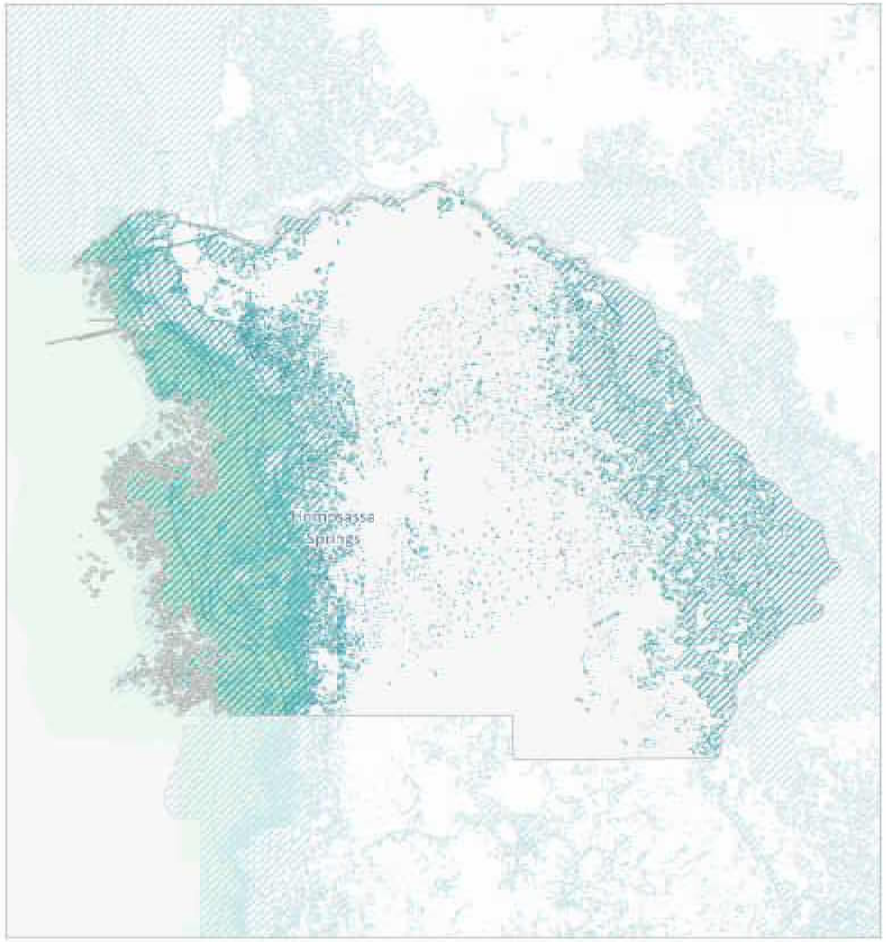
$2.9B in property damages &

$9.7M in sales and tourism tax losses

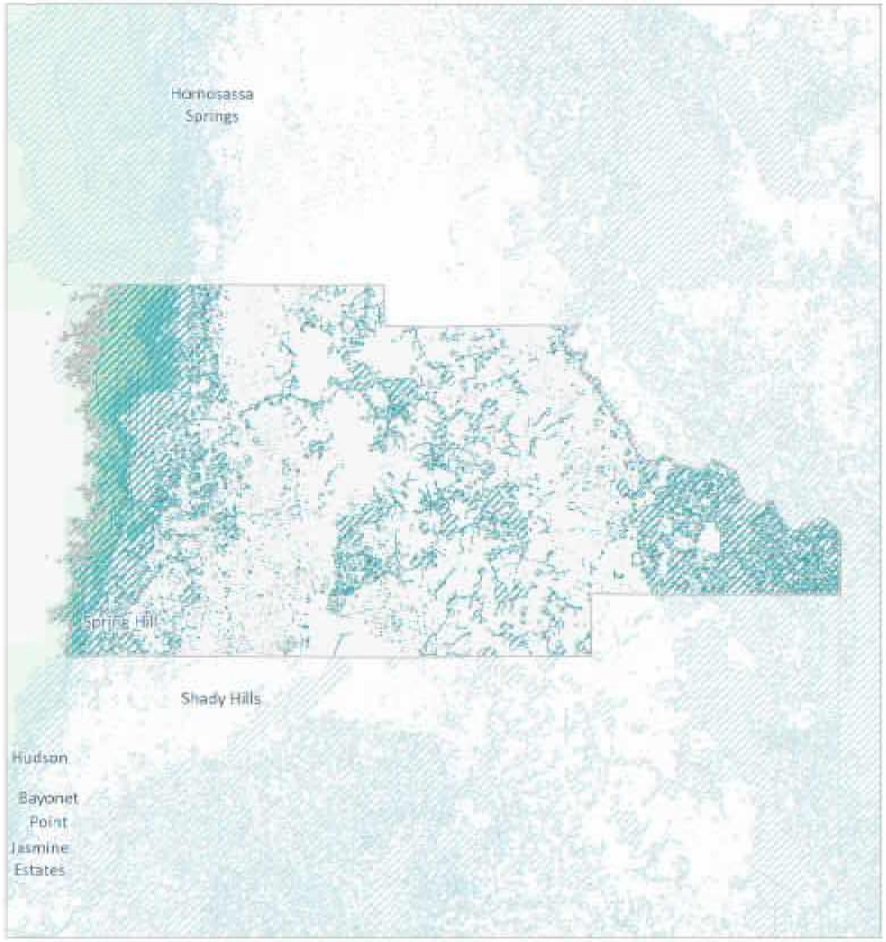
Permanent sea-level rise may result in **$34M**
in sales, tourism, and property tax losses annually

1 2 3 4 5 6

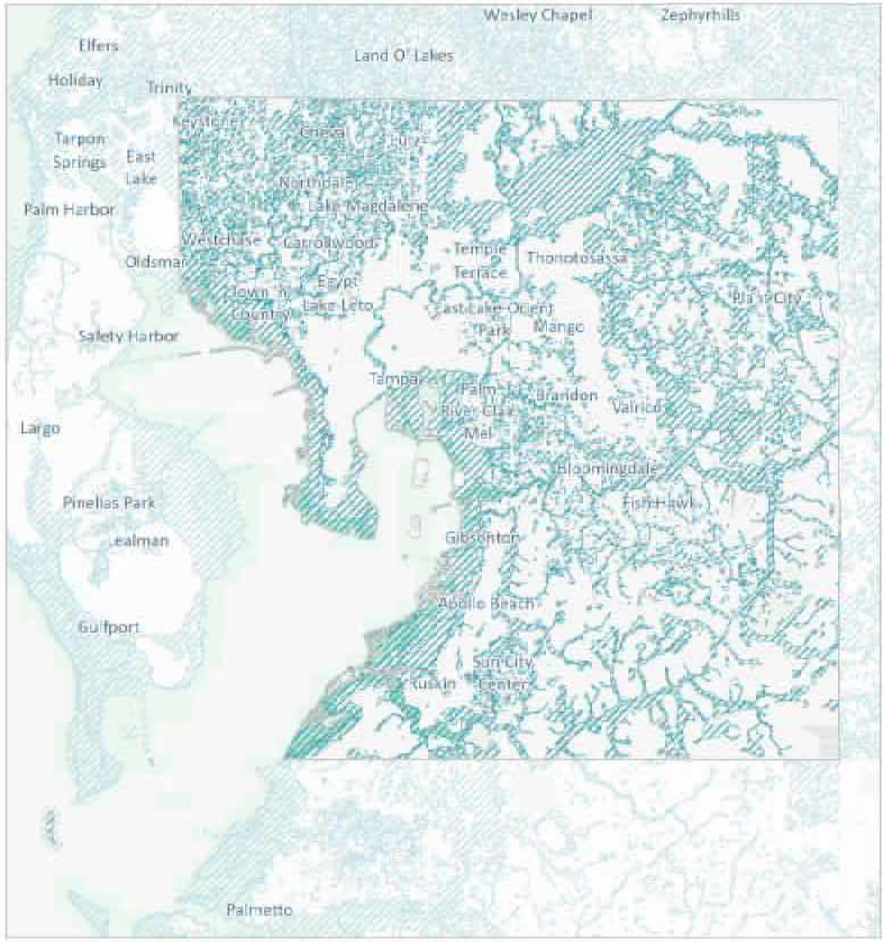
Citrus County Flood Hazard Exposure



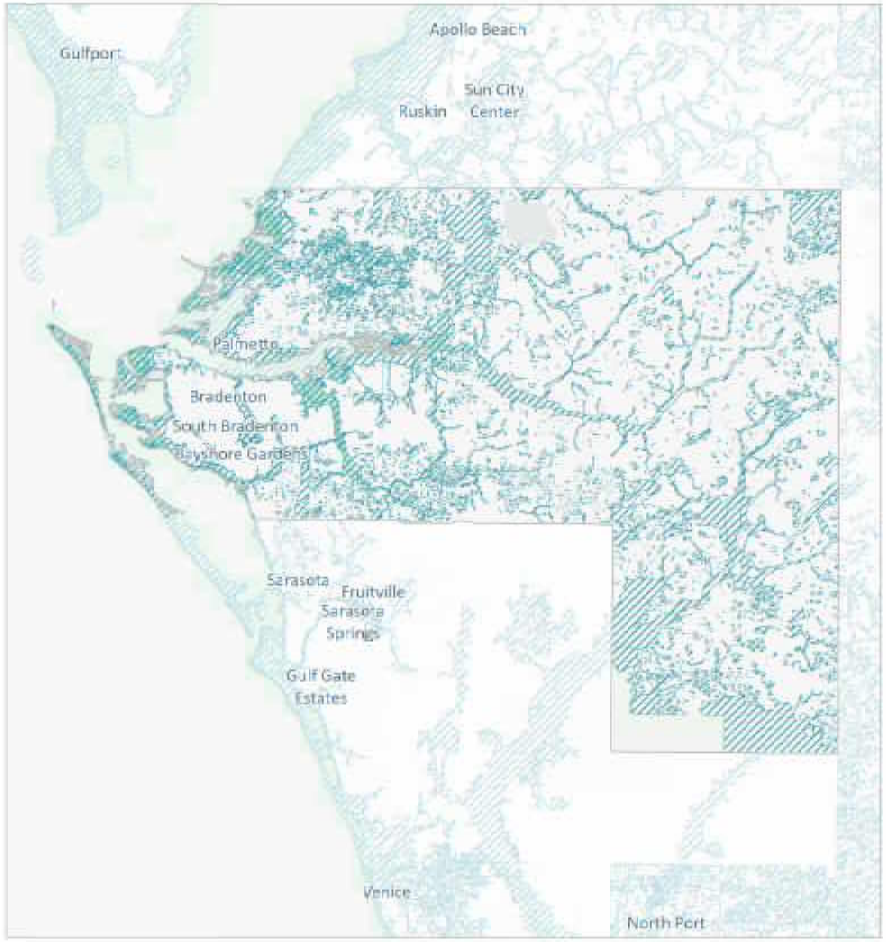
Hernando County Flood Hazard Exposure



Hillsborough County Flood Hazard Exposure



Manatee County Flood Hazard Exposure



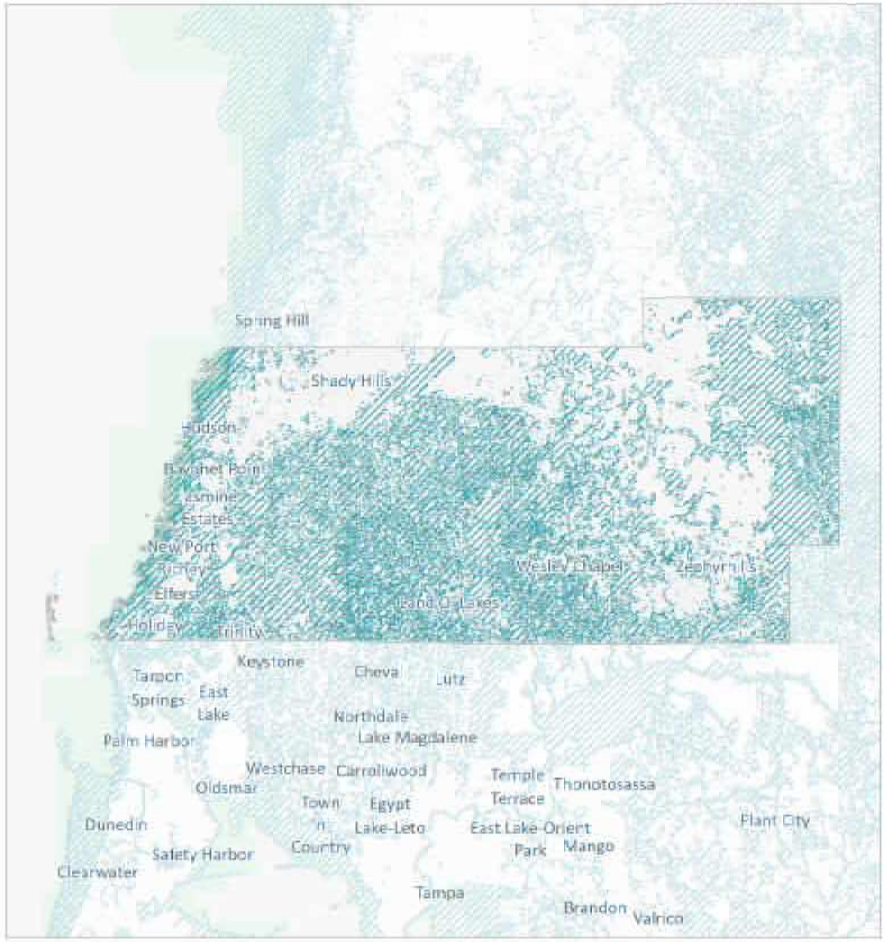
FEMA 1% Annual Flood Risk

NOAA (2017) Intermediate High 2040 Sea Level Rise Projection

NOAA (2017) Intermediate High 2070 Sea Level Rise Projection

Credits:
FEMA 1% Annual Risk provided by FDEM
NOAA Intermediate High 2040 and 2070 Sea Level Rise 2017 Curves modeled by TBRPC

Pasco County Flood Hazard Exposure



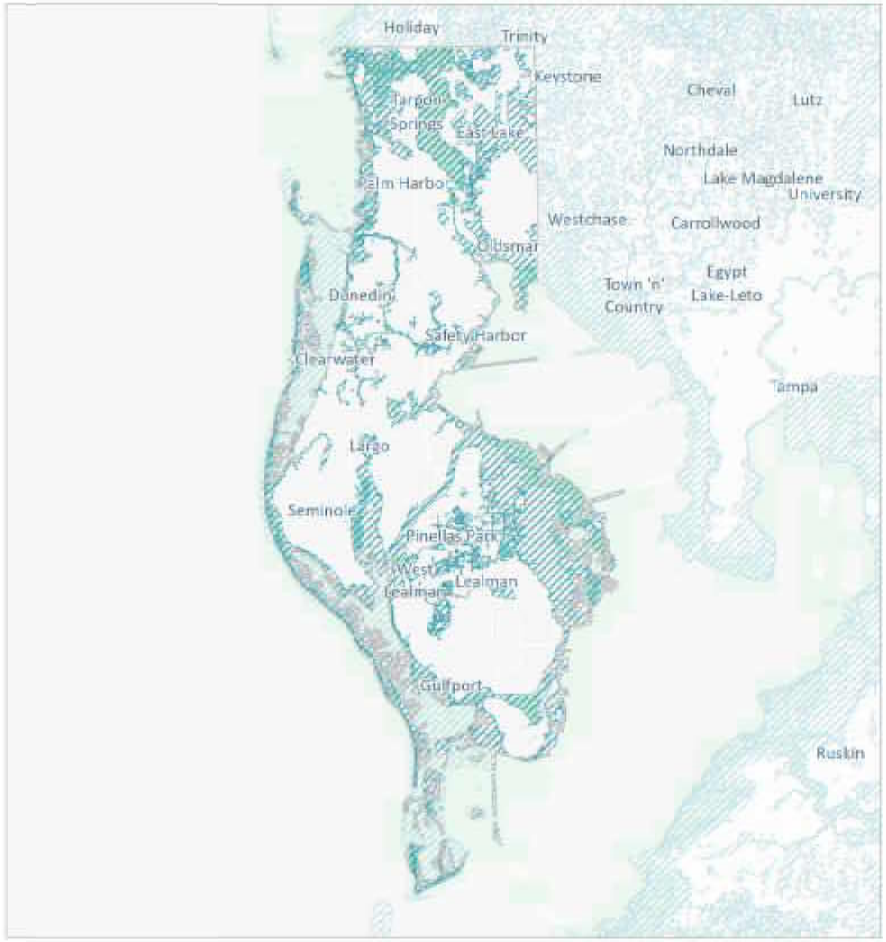
FEMA 1% Annual Flood Risk

NOAA (2017) Intermediate High 2040 Sea Level Rise Projection

NOAA (2017) Intermediate High 2070 Sea Level Rise Projection

Credits:
FEMA 1% Annual Risk provided by FDEM
NOAA Intermediate High 2040 and 2070 Sea Level Rise 2017 Curves modeled by TBRPC

Pinellas County Flood Hazard Exposure



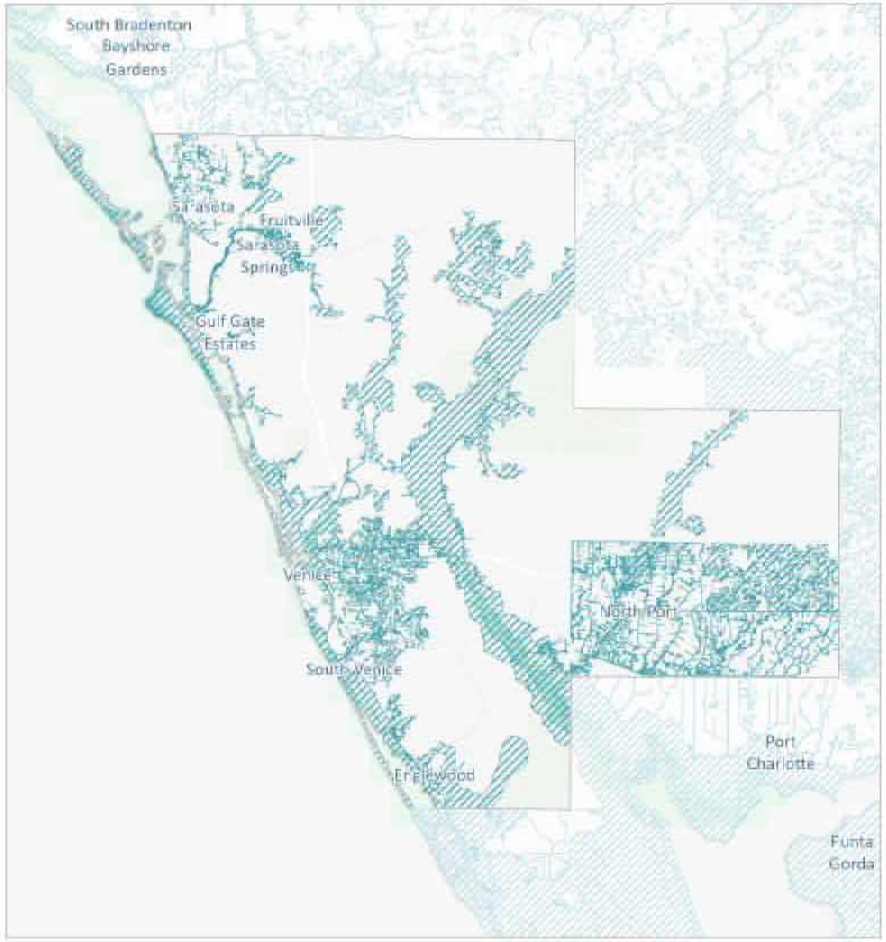
FEMA 1% Annual Flood Risk

NOAA (2017) Intermediate High 2040 Sea Level Rise Projection

NOAA (2017) Intermediate High 2070 Sea Level Rise Projection

Credits:
FEMA 1% Annual Risk provided by FDEM
NOAA Intermediate High 2040 and 2070 Sea Level Rise 2017 Curves modeled by TBRPC

Sarasota County Flood Hazard Exposure



FEMA 1% Annual Flood Risk

NOAA (2017) Intermediate High 2040 Sea Level Rise Projection

NOAA (2017) Intermediate High 2070 Sea Level Rise Projection

Credits:
FEMA 1% Annual Risk provided by FDEM
NOAA Intermediate High 2040 and 2070 Sea Level Rise 2017 Curves modeled by TBRPC

Overview of the Plan

The RRAP is a comprehensive document with five chapters that include 10 high level goals, dozens of objectives and actions for local implementation and regional collaboration. The goals and objectives are informed by state regulations and developed in context with other regional initiatives such as the region's Comprehensive Economic Development Strategy (CEDS) and the Tampa Bay Estuary Program's goals for climate ready habitats and conservation.

Purpose

The RRAP is meant to serve as a voluntary tool for the region and local governments. The plan identifies regional opportunities for collaboration and provides a menu of local best practices to create a clear–though challenging–path forward for the region. The RRAP includes a broad set of best practices to guide implementation of resilience-building actions that each jurisdiction could choose to implement. The RRAP is a framework for concerted regional action rather than a set of directives for specific projects or programs at the local level, recognizing that decisions on the timing and approach are best determined by each local government.





11 Priority Regional Actions

The Management and Planning Committee (MPC), Steering Committee, and Coalition Partners selected 11 priority actions for regional implementation. Based on stakeholder feedback these actions have the potential to make the biggest impact on the state of resiliency in the Tampa Bay Region.

- Reduce regional flood risk by convening regional stakeholders to identify innovative stormwater management strategies, design, incentives, and pilot projects which also support habitat resilience and water quality. (Action 6.1.1)
- Develop communications materials and community engagement strategies to increase residents' and businesses' understanding of local risks and impacts from climate change. (Action 3.4.2)
- Create a Regional Resilient Land Use and Design working group which includes diverse stakeholders to define best practices and recommendations for community health, resilience and quality of life. (Action 4.4.1)
- Convene a regional resilient housing leadership advisory committee to discuss and build consensus on goals, policies and strategies to improve post-disaster preparedness and new construction for the region's workforce and low-income families. (Action 4.1.1)
- Coordinate regionally to develop shoreline design and construction standards and encourage local adoption to support private property owner efforts. (Action 5.3.2)
- Support the Tampa Bay Habitat Master Plan goals of restoring more than 3,000 acres of wetlands and uplands in the next decade through resources for local policies and land-management strategies. (Action 5.1.1)
- Build capacity among neighborhoods and non-profits by developing a Resilient Neighborhoods Initiative with partners and communities to create new programs, resources and increase funding. (Action 3.4.1)
- Provide a forum that supports integration of regional priorities into state/local transportation plans through coordination with MPOs, PSTA, HART, TBARTA, TMA, FDOT District Offices, the airports and the ports. (Action 7.3.2)
- Support regionally coordinated electric vehicle charging station infrastructure through the development of a regional Electric Vehicle Master Plan (EVMP) (Action 7.2.1)
- Coordinate with member governments to develop food resiliency and sustainability plans and programs. (Action 8.1.1)
- Develop an industry cluster of resilient infrastructure technologies and firms to support improvements to local government fleet performance, traffic control, safety, and resiliency in times of emergency. (Action 10.1.1)

Reading the Plan

Objective Description

This section provides more detail on the objective beyond the goal narrative. The description provides background on the objective if needed and connects the actions to climate resiliency. The description also briefly summarizes the local and regional roles for implementation.

Co-benefits

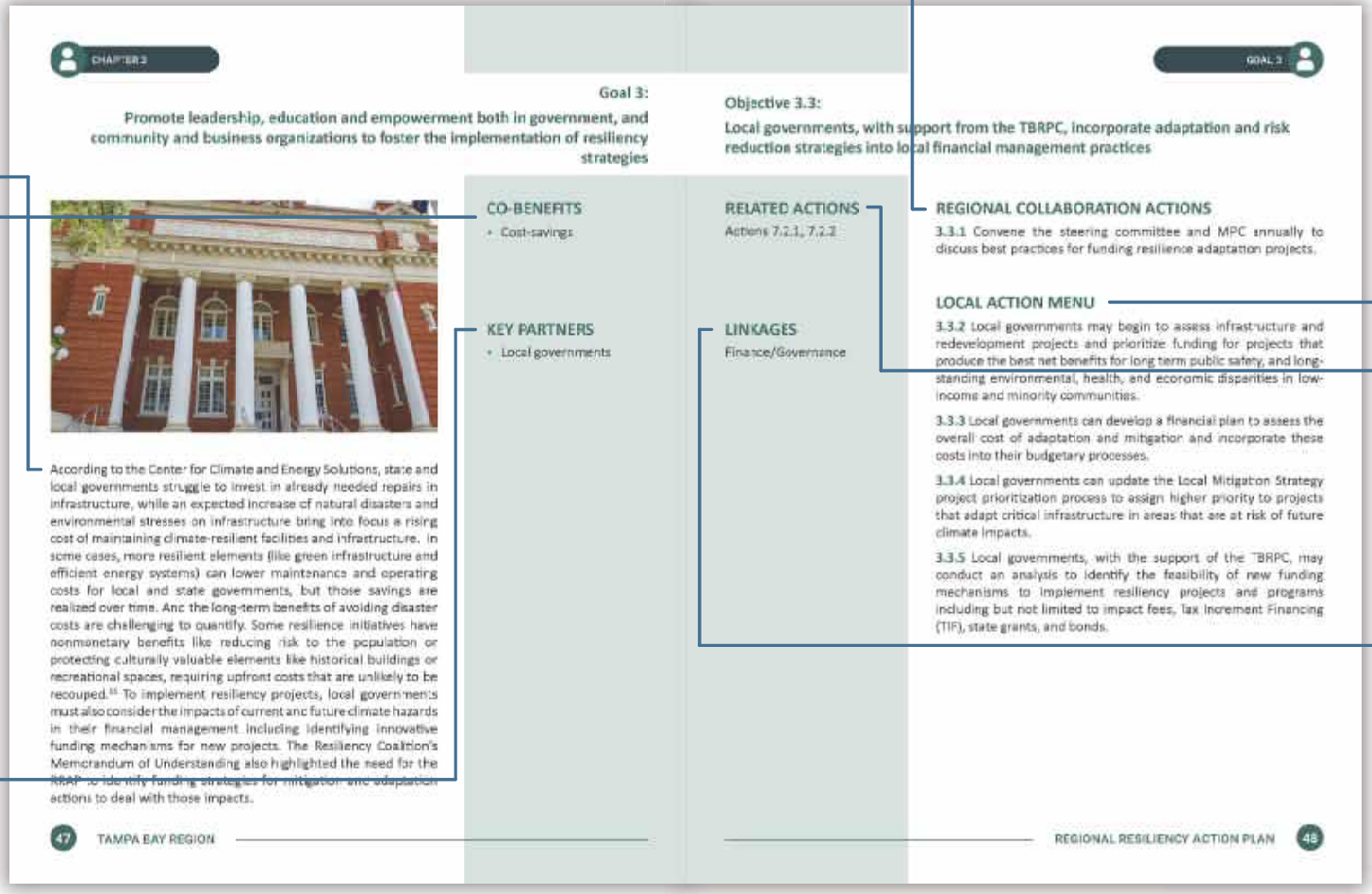
This section shows how the objective and its underlying actions link to the rest of the plan. Co-benefits are benefits that may result from implementing the actions under each objective outside of resiliency.

Key Partners

This is a list of the partners TBRPC believes will be key to support the objective and related actions. Other partners may be identified during implimentation.

Regional Actions

Lists the actions that are proposed to implement the objective. Regional objectives will be coordinated by the TBRPC and may rely on key partners such as the Climate Science Advisory Panel (CSAP) or the Tampa Bay Estuary Program (TBEP).



CHAPTER 3

Goal 3:

Promote leadership, education and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

Objective 3.3:

Local governments, with support from the TBRPC, incorporate adaptation and risk reduction strategies into local financial management practices

GOAL 3

CO-BENEFITS

- Cost-savings

RELATED ACTIONS

Actions 7.2.1, 7.2.2

REGIONAL COLLABORATION ACTIONS

3.3.1 Convene the steering committee and MPC annually to discuss best practices for funding resilience adaptation projects.

LOCAL ACTION MENU

3.3.2 Local governments may begin to assess infrastructure and redevelopment projects and prioritize funding for projects that produce the best net benefits for long term public safety, and long-standing environmental, health, and economic disparities in low-income and minority communities.

3.3.3 Local governments can develop a financial plan to assess the overall cost of adaptation and mitigation and incorporate these costs into their budgetary processes.

3.3.4 Local governments can update the Local Mitigation Strategy project prioritization process to assign higher priority to projects that adapt critical infrastructure in areas that are at risk of future climate impacts.

3.3.5 Local governments, with the support of the TBRPC, may conduct an analysis to identify the feasibility of new funding mechanisms to implement resiliency projects and programs including but not limited to impact fees, tax increment Financing (TIF), state grants, and bonds.

KEY PARTNERS

- Local governments

LINKAGES

Finance/Governance

According to the Center for Climate and Energy Solutions, state and local governments struggle to invest in already needed repairs in infrastructure, while an expected increase of natural disasters and environmental stresses on infrastructure bring into focus a rising cost of maintaining climate-resilient facilities and infrastructure. In some cases, more resilient elements (like green infrastructure and efficient energy systems) can lower maintenance and operating costs for local and state governments, but those savings are realized over time. And the long-term benefits of avoiding disaster costs are challenging to quantify. Some resilience initiatives have nonmonetary benefits like reducing risk to the population or protecting culturally valuable elements like historical buildings or recreational spaces, requiring upfront costs that are unlikely to be recouped.[6] To implement resiliency projects, local governments must also consider the impacts of current and future climate hazards in their financial management including identifying innovative funding mechanisms for new projects. The Resiliency Coalition's Memorandum of Understanding also highlighted the need for the RRAP to identify funding strategies for mitigation and adaptation actions to deal with those impacts.

47 TAMPA BAY REGION

REGIONAL RESILIENCY ACTION PLAN 48

Local Actions

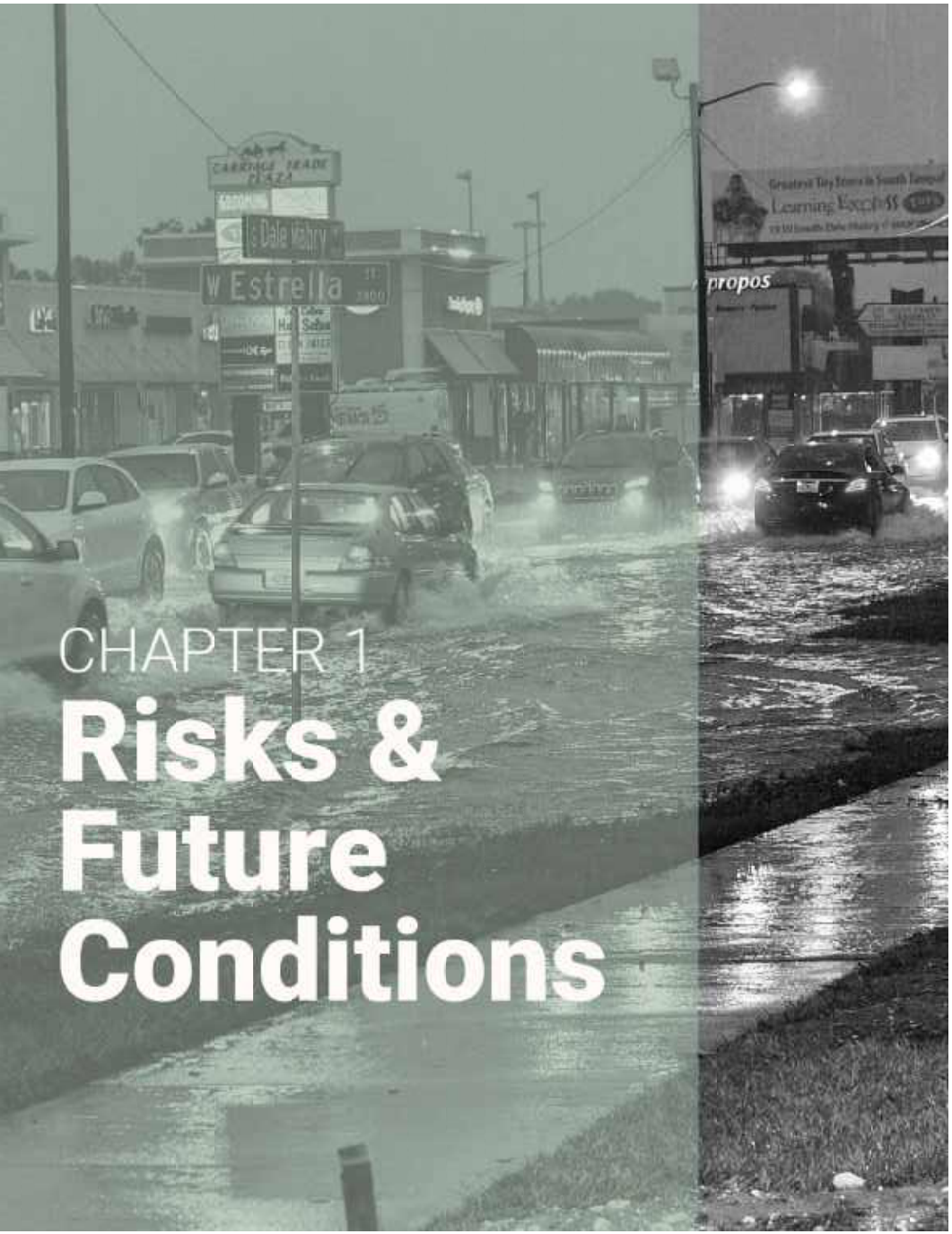
Local actions are provided for regional consistency and are not intended to be mandates. The local actions were developed through a series of feedback processes to determine the best practices that could be implemented within the five-year action plan period.

Related Actions

Related actions are actions under other objectives that are may useful steps to proceed or follow this objective. They may also be connected actions based on their subject matter.

Linkages

Linkages are connections to other objectives based on subject matter. The intention is to make this an interactive document that will allow readers to filter by interests and work priorities in the future.



GOAL 1:

Community Resilience is at the top of the public agenda and sustained with science and data

The impacts of climate change are already being felt in communities across the country. More frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems that provide essential benefits to communities.[7] Extended droughts and heat waves have created food and water shortages. These types of threats are expected to become more common and more severe as the climate continues to change.[8]

Climate change indicators should adhere to FAIR (Findable-Accessible-Interoperable-Reusable) data principles. These are preliminary conceptual recommendations. If approved by the Resiliency Coalition Management and Planning Committee, the Climate Science Advisory Panel (CSAP) will describe appropriate methods to calculate and report the trends for each climate indicator identified above. Additional indicators for climate drivers (Green House Gas, Land Use, Land Cover, socio-economic, etch) and impacts (flooding, public health, etc.) will be developed, as appropriate, over the next five years. For additional details see the TBCSAP Preliminary Recommendation: RRAP Climate Change Indicators.

Goal 1:

Community Resiliency is at the top of the public agenda and sustained with science and data

Objective 1.1:

Improve the collection and monitoring of climate indicator data to be used in local implementation through collaborations with local and national scientists



All individuals, businesses, and governments in the Tampa Bay region have and will continue to be affected by climate change. To adequately prepare our community for climate impacts, it is important to understand the current and projected local effects of climate stressors in Tampa Bay that include sea-level rise, droughts, extended heat waves, and more frequent storms.

Coalition members and partners have provided feedback through facilitated meetings of the Management Planning Committee and RRAP development workshops. Based on this feedback, it is important that any data being collected or monitored by regional partners adhere to FAIR principles for data management, meaning the recommended data sources are findable, accessible, interoperable, and reusable. Many of these principles can be achieved by deploying a regional data portal to improve data accessiblity and transparency. It is also important to provide guidance to local governments on the appropriate applications of data, such as which projects are a good fit for certain data sets, and how to use data projections with multiple time horizons.

CO-BENEFITS

- Equity

KEY PARTNERS

- Local governments
- Climate Science Advisory Panel (CSAP)
- Tampa Bay Estuary Program (TBEP)
- Local and National Scientists

RELATED ACTIONS

Action 2.1.5

LINKAGES

Coastal Habitats, Shorelines

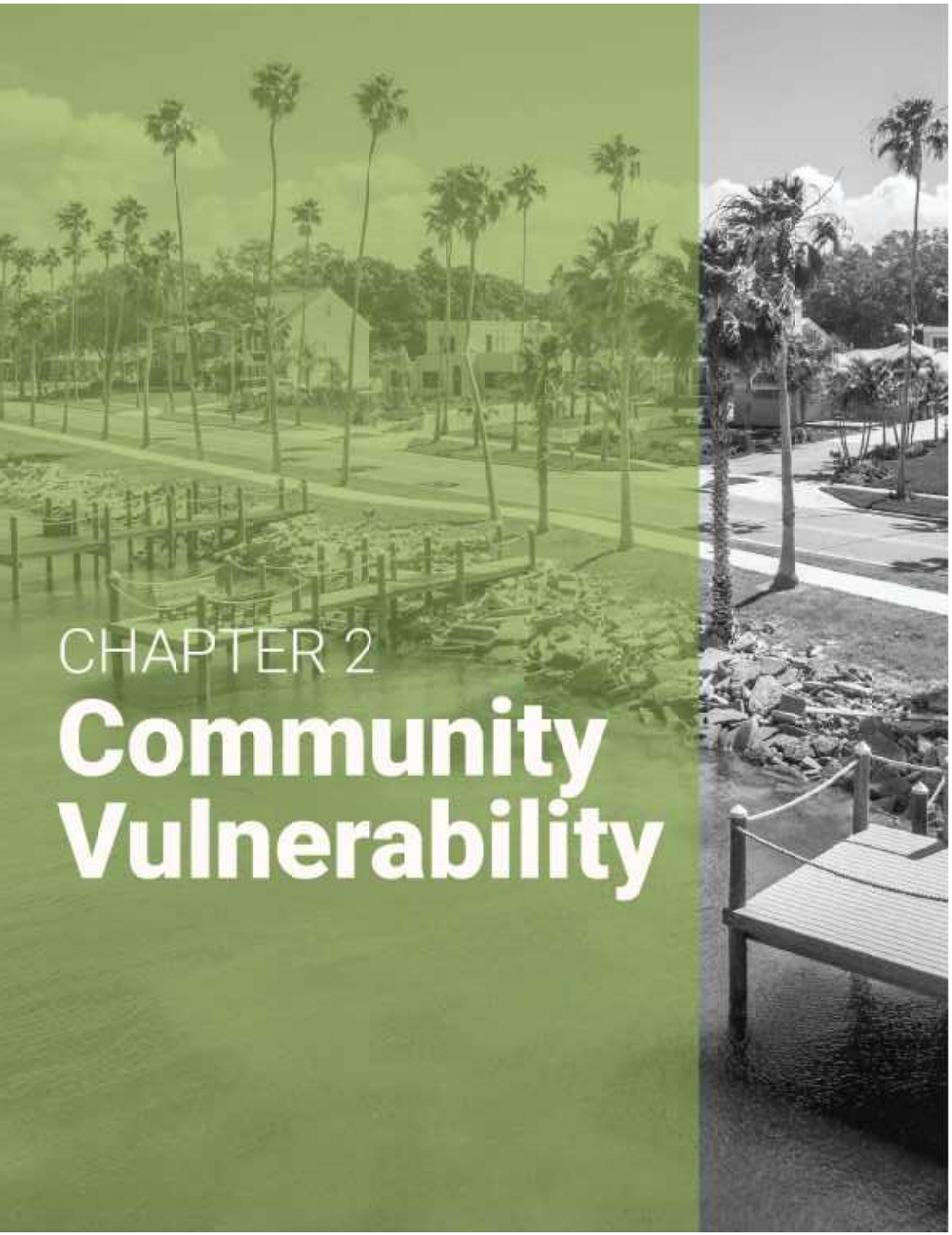
REGIONAL COLLABORATION ACTIONS

1.1.1 Partner with regional scientists to define specific climate change indicators and impact indicators that will be monitored to support planning based on the latest science.

1.1.2 Convene region-wide data work groups to support consistency and best practices in mapping, visualizing and communicating climate risks and impacts to key audiences.

1.1.3 Partner with local, state, and national organizations to provide training and facilitate discussions with local governments on using new climate risks and impacts indicator data.

1.1.4 The region will identify air quality monitoring gaps.



CHAPTER 2

Community Vulnerability

GOAL 2:

Adaptation and resilience planning strategies are based on rigorous, consistent, scientifically-defined vulnerability assessments

In 2021, a landmark statute, Section 380.093, F.S. was passed to support a statewide, consistent approach to increasing resilience to flood hazards. The law established the Resilient Florida Grant Program within the Department of Environmental Protection and tasked FDEP with developing a "Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment."

"The Legislature recognizes that the state is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise. Such adverse impacts pose economic, social, environmental, and public health and safety challenges to the state. To most effectively address these challenges, funding should be allocated in a manner that prioritizes addressing the most significant risks….Consequently, a coordinated approach is necessary to maximize the benefit of efforts to address such impacts and to improve the state's resilience to flooding and sea level rise."

The Community Vulnerability Chapter defines goals and actions for regional collaboration and coordination on community vulnerability assessments to support robust local analysis and consistency between jurisdictions. Conducting vulnerability assessments for flooding, sea level rise, extreme heat and other hazards is crucial to developing effective plans, programs and deploying strategic investments. Increasing community resilience requires a nuanced understanding of how impacts will exacerbate existing socio-economic conditions and underlying health conditions.

The Region will work together to define methods, models, best practices for data, and work to quantify risks, impacts and costs of disasters and climate hazards to our infrastructure, neighborhoods, businesses, homes and residents. The Region will increase its knowledge of how interconnected risks and conditions will impact public health, quality of life and economies. Local governments will understand improvements needed to reduce community vulnerability, address racial and social equity, and empower residents and businesses to "bounce forward".

Goal 2:

Adaptation and resilience planning strategies are based on rigorous, consistent, scientifically defined vulnerability assessments

Objective 2.1:

Conduct vulnerability assessments of regional and local assets.



Vulnerability assessments measure the impact of sea-level rise, heat and other hazards, and identify the people, infrastructure, ecosystems and land uses that may be affected. On May 12, 2021, Governor Ron DeSantis signed Senate Bill 1954 into law. This comprehensive legislation provides guidance on conducting local vulnerability assessments.

Resiliency coalition members and partners are already making progress on more thorough vulnerability assessments that align with State guidance.

REGIONAL COLLABORATION ACTIONS

2.1.1 Support the development, availability and use of advanced tools, modeling and data which enhances local vulnerability analyses (e.g. high resolution impervious data and terrestrial LiDAR).

2.1.2 The region collaborates on defining risks and increasing food systems resilience to hazards (extreme weather, pandemic, etc.) to support communities and local agriculture.

2.1.3 The region collaborates to conduct assessments for natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

2.1.4 To reduce impacts of extreme heat, the region conducts heat mapping efforts to guide implementation of projects that support equitable, cool communities.

CO-BENEFITS

- Cost-savings
- Environmental Quality
- Public Health
- Equity

KEY PARTNERS

- Local governments
- Climate Science Advisory Panel (CSAP)
- Universities
- Private Sector
- Neighborhood organizations

RELATED ACTIONS

Actions 6.1.3, 7.1.1, 8.1.1, 8.1.2

LINKAGES

Agriculture/Food Systems, Coastal Habitats, Infrastructure, Transportation, Growth Management

LOCAL ACTION MENU

2.1.5 Conduct comprehensive climate vulnerability assessment for the impacts of temperature, precipitation, hurricanes, FEMA flood hazard areas, areas of low-service, high tide flooding, storm surge, and sea level rise on critical infrastructure, operations, facilities, and services, natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

2.1.6 Conduct community vulnerability assessments of the following: Low-income populations, neighborhoods and small area plans and Community Redevelopment Areas.

2.1.7 Produce maps to visualize interconnected social vulnerability and resilience factors to inform stakeholders and community members.

2.1.8 Assess stormwater system facilities for vulnerabilities to future inundation and erosion including elevations of outfalls into surface water bodies.

2.1.9 Assess risks to roads for future conditions and tidal flooding to define flooding thresholds for 2045 and 2070.

2.1.9 Consider developing a dynamic hydrologic and hydraulic model for the jurisdiction to assist with vulnerability assessment and capital planning.

2.1.10 Develop an inventory of the community's agricultural lands, current number of farms, vacant lands and production outputs to understand potential opportunities (land use map updates, outreach, programs and incentives).

2.1.11 Develop an inventory of the community's aquaculture businesses and operations, and production outputs to understand potential opportunities such as land use map updates, outreach, programs and incentives, and more.

Goal 2:

Adaptation and resilience planning strategies are based on rigorous, consistent, scientifically defined vulnerability assessments

Objective 2.2:

Integrate health and equity metrics into hazard analysis and resilience planning and support targeted vulnerability assessments for highly vulnerable populations



Extreme weather and climate change act as a threat multiplier to minority populations and low-income communities who are more vulnerable. Addressing health inequities when implementing climate mitigation and adaptation projects will improve health outcomes today, and in the future. Several member governments throughout the region have embraced Health in All Policies (HiAP) as a collaborative approach to make the healthy choice the most easily accessible choice. HiAP aims to improve the health of all residents by increasing cross-sector collaboration around mutually shared goals and incorporating health considerations into decision-making processes across sectors and policy areas.[9] The RRAP goals and actions will support the HiAP principles.

CO-BENEFITS

- Equity
- GHG Reduction
- Public Health

KEY PARTNERS

- Local governments
- Florida Department of Health
- Florida Housing Coalition

RELATED ACTIONS

Action 7.3.1

LINKAGES

Clean Energy

REGIONAL COLLABORATION ACTIONS

2.2.1 Establish a community health and equity advisory board to define specific health impact indictor data, equity metrics and develop recommendations to strengthen resilience and sustainability outcomes.

2.2.2 Work together to quantify greenhouse gas emissions and develop reduction goals for municipal operations, transportation and communities.

- Coordinate meetings with experts to implement regionally consistent greenhouse gas tracking methodologies for key sectors.
- Collaborate with Metropolitan Planning Organizations (MPOs) to implement a region-wide study to quantify and visualize emissions from transportation.
- Partner with member governments to identify vulnerable communities with high emissions exposure to support targeted mitigation.

LOCAL ACTION MENU

2.2.3 Identify and assess how climate change will impact public health within their jurisdiction using Social Determinants of Health.

Goal 2:

Adaptation and resilience planning strategies are based on rigorous, consistent, scientifically defined vulnerability assessments

Objective 2.3:

Conduct housing vulnerability assessments using standardized, science-based methods to quantify and/or map climate risks



Housing is the foundation of our communities, yet the region, like other areas around the state, has a shortage of attainable and affordable housing. Additionally, while it is generally understood that many homes are at risk to storm surge and future flood risks, the potential impacts need to be quantified to develop effective local plans.

Region-wide and local housing vulnerability assessments – that are consistent – are necessary to quantity the number and type of properties and communities at risk, under different conditions and timeframes. This information will inform future land-use and zoning changes, and short-term mitigation investments and new construction goals. Property owners – from single family homes to large apartment and condo buildings – and prospective investors and buyers – need equitable access to data, maps and tools to assess a buildings' risks and define actionable strategies.

CO-BENEFITS

- Affordability

RELATED ACTIONS

Actions 4.1.2, 4.3.3

KEY PARTNERS

- Local governments
- Climate Science Advisory Panel (CSAP)

LINKAGES

Growth Management, Housing

Resilience and local assisted housing plans must be more closely coordinated to support effective Department of Housing and Urban Development (HUD) and State Housing Initiatives Partnership program (SHIP) investments, targeted mitigation policies, strategies, and incentives, especial for rental properties. Since Black and Hispanic people have the lowest rates of homeownership throughout the region, mitigation strategies for rental properties will also improve equity and overall community resilience.[10]

REGIONAL COLLABORATION ACTIONS

2.3.1 Continue to build on the Resilience and Energy Assessment of Communities and Housing (REACH) project report.

LOCAL ACTION MENU

2.3.2 Assess naturally occurring affordable housing (NOAH) vulnerability and create maps that define risks to sea level rise, storm surge, tidal flooding, and inland flooding.

2.3.3 Conduct affordable housing stock "windshield or walking tour" assessments to define energy and weather mitigation needs in Low-to-moderate income (LMI) communities and capital planning.

Goal 2:

Adaptation and resilience planning strategies are based on rigorous, consistent, scientifically defined vulnerability assessments

Objective 2.4:

Define economic impacts to specific hazards, sectors and assets; and conduct cost-benefit analyses for resilience adaptation strategies



According to the Economic Development Administration (EDA), regional economic prosperity is linked to an area's ability to prevent, withstand, and quickly recover from major disruptions (i.e., 'shocks') to its economic base. All communities must be able to recognize their vulnerabilities in order to develop goals, strategies, and actions that can mitigate the effects of an economic incident and support long-term recovery efforts. Understanding the economic impact of resilience and adaptation projects will help the region prioritize investments.

CO-BENEFITS

- Cost-savings

KEY PARTNERS

- Local governments
- Florida Department of Health (FDOH)
- Florida Housing Coalition (FHC)

RELATED ACTIONS

Action 6.1.1

LINKAGES

Finance/Governance, Infrastructure, Transportation

REGIONAL COLLABORATION ACTIONS

2.4.1 Convene the region to discuss the local impacts of changes to homeowner's flood insurance (NFIP)and identify potential education and mitigation support for at-risk populations.

LOCAL ACTION MENU

2.4.2 Conduct a cost analysis for flood impacts to local roads and communities.



GOAL 3:

Promote leadership, education and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

In order to improve public safety, safeguard infrastructure, property and environmental services, and sustain basic quality of life, local governments and communities across the region must have the internal capacity to implement resiliency strategies. The People chapter of the Regional Resiliency Action Plan focuses on how to build the capacity needed to adapt to the impacts of current and future climate conditions. This capacity must be built at all levels from policy makers to individual residents. To ensure equitable adaptation, it is important to prioritize community-driven adaptation.

Organizational capacity is important for local governments in implementing resiliency that is collaborative and cross departmental. This capacity building begins with the development of a local resiliency action plan that establishes the local government's priorities. The regional capacity for implementing resiliency projects and programs has been growing even before the formation of the TBRRC. To continue this growth, the region proposes a series of learning opportunities for local government staff and elected officials. Finally, to implement resiliency projects, local governments must also consider the impacts of current and future climate hazards in their financial management including identifying innovative funding mechanisms for new projects.

Neighborhood organizations and community-based groups are essential to resiliency advancement. These groups know the existing challenges that neighborhoods face and how to best reach residents. Local governments can leverage meaningful partnerships with community organizations to build community capacity for resilience and adaptation. By working with residents to identify neighborhood priorities, local governments can better ensure that align with the values of residents.

Goal 3:

Promote leadership, education and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

Objective 3.1:

Local governments develop a local resiliency plan or update existing ones to include considerations of the impacts of current and future climate hazards, energy, food systems and public health



Local government capacity building begins with the development of a local resiliency action plan that establishes the local government's priorities. These priorities can then be integrated into other plans, human resources management practices, and continued knowledge sharing. This objective provides best practices that can be integrated into local planning mechanisms.

CO-BENEFITS

- Public Health
- Energy Security
- Cost-Savings
- Environmental Quality
- GHG reduction
- Equity
- Water Quality

KEY PARTNERS

- Local governments
- Nonprofit partners
- Public health experts

RELATED ACTIONS

Actions 7.2.4, 8.1.3, 8.1.4

LINKAGES

Agriculture/Food Systems, Clean Energy, Finance/ Governance, Infrastructure

LOCAL ACTION MENU

3.1.1 Work cross-departmentally to develop or update a resilience and sustainability plan to prepare for the impacts of current and future climate hazards.

3.1.2 Include considerations of the impacts of current and future climate hazards on local food systems in their jurisdiction's resiliency plan where applicable.

3.1.3 Include considerations of the impacts of current and future climate hazards on local public health in their jurisdiction's resiliency plan.

3.1.4 Include renewable and resilient energy goals, strategies and target dates for municipal operations and public facilities in their jurisdiction's resiliency action plan. These may include various timelines or target dates.

Goal 3:

Promote leadership, education and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

Objective 3.2:

Local governments maximize their ability to adapt to climate change thorough expanded internal capacity and cross-departmental coordination



The regional capacity for implementing resiliency projects and programs has been growing even before the formation of the TBRRC. To continue this growth, the region proposes a series of learning opportunities for local government staff and elected officials. Internally local governments can identify resilience leaders and work across departments to achieve resilience goals. To fully execute the objectives of the local governments' resiliency action plans, it is imperative that implementation is cross-departmental. Finally, this objective proposes the creation of an RRAP implementation matrix, so that local governments can track their own progress.

CO-BENEFITS

- Cost-savings

RELATED ACTIONS

N/A

KEY PARTNERS

- Local governments
- Nonprofit partners
- Public health experts

LINKAGES

Finance/Governance

REGIONAL COLLABORATION ACTIONS

3.2.1 The TBRPC and resiliency coalition partners will support the implementation of local and regional resiliency priorities. This support will include, but not be limited to, coordinating knowledge sharing sessions with Elected Officials and staff on critical issues and key topics aligned with the objectives of the RRAP.

LOCAL ACTION MENU

3.2.2 Incorporate the objectives of the jurisdiction's resilience and sustainability plan within other planning mechanisms (Comprehensive Plan, emergency management plans, etc).

3.2.3 Local governments may identify a point person, team, or dedicated role, with specific resiliency credentials and resiliency duties to coordinate resiliency programs across departments.

3.2.4 Local governments can enhance their internal efforts to address flooding and other priority risks, such as more staffing, grants, and training.

Goal 3:

Promote leadership, education and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

Objective 3.3:

Local governments, with support from the TBRPC, incorporate adaptation and risk reduction strategies into local financial management practices



According to the Center for Climate and Energy Solutions, state and local governments struggle to invest in already needed repairs in infrastructure, while an expected increase of natural disasters and environmental stresses on infrastructure bring into focus a rising cost of maintaining climate-resilient facilities and infrastructure. In some cases, more resilient elements (like green infrastructure and efficient energy systems) can lower maintenance and operating costs for local and state governments, but those savings are realized over time. And the long-term benefits of avoiding disaster costs are challenging to quantify. Some resilience initiatives have nonmonetary benefits like reducing risk to the population or protecting culturally valuable elements like historical buildings or recreational spaces, requiring upfront costs that are unlikely to be recouped.[11] To implement resiliency projects, local governments must also consider the impacts of current and future climate hazards in their financial management including identifying innovative funding mechanisms for new projects. The Resiliency Coalition's Memorandum of Understanding also highlighted the need for the RRAP to identify funding strategies for mitigation and adaptation actions to deal with those impacts.

CO-BENEFITS

- Cost-savings

RELATED ACTIONS

Actions 7.2.1, 7.2.2

KEY PARTNERS

- Local governments

LINKAGES

Finance/Governance

REGIONAL COLLABORATION ACTIONS

3.3.1 Convene the steering committee and MPC annually to discuss best practices for funding resilience adaptation projects.

LOCAL ACTION MENU

3.3.2 Local governments may begin to assess infrastructure and redevelopment projects and prioritize funding for projects that produce the best net benefits for long term public safety, and long-standing environmental, health, and economic disparities in low-income and minority communities.

3.3.3 Local governments can develop a financial plan to assess the overall cost of adaptation and mitigation and incorporate these costs into their budgetary processes.

3.3.4 Local governments can update the Local Mitigation Strategy project prioritization process to assign higher priority to projects that adapt critical infrastructure in areas that are at risk of future climate impacts.

3.3.5 Local governments, with the support of the TBRPC, may conduct an analysis to identify the feasibility of new funding mechanisms to implement resiliency projects and programs including but not limited to impact fees, Tax Increment Financing (TIF), state grants, and bonds.

Goal 3:

Promote leadership, education and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

Objective 3.4:

Local governments, with assistance from regional partners, will develop consistency in communication and engagement for residents, businesses, and community organizations on the impacts of current and future climate impacts



According to the Pew Charitable Trusts, success in weathering the impacts of disasters depends on a community's ability to design and lead approaches that best meet its needs. Often neighborhood engagement activities are met with challenges. Staff turnover, funding, and limited resources in marginalized communities have all posed difficulties in maintaining and expanding neighborhood programs. Key factors that have contributed to success include development of strong ties across agencies and sectors to help streamline research and assessment efforts.

Officials also stressed the importance of identifying additional community-based resources. They said the programs work best when there are strong relationships between city agencies and community networks led by residents. The programs also benefit from detailed documentation that can help minimize disruptions caused by frequent government staff transitions, as well as well-designed strong engagement plans that include support services such as language translation, food, and child care, which all can help hard-to-reach populations overcome barriers to participation.[12] This objective will support best practices for community-based resiliency.

CO-BENEFITS

- Equity

KEY PARTNERS

- Local governments
- Southwest Florida Water Management District (SWFWMD)
- Florida Floodplain Managers Association (FFMA)

RELATED ACTIONS

Actions 5.1.2, 6.3.4

LINKAGES

Agriculture/Food Systems, Coastal Habitats, Infrastructure, Transportation, Growth Management

REGIONAL COLLABORATION ACTIONS

3.4.1 Build capacity among neighborhoods and non-profits by developing a Resilient Neighborhoods Initiative with partners and communities to create new programs, resources and increase funding.

3.4.2 Develop communications materials and community engagement strategies to increase residents' and businesses' understanding of local risks and impacts from climate change.

LOCAL ACTION MENU

3.4.3 Local governments provide education and information to the public and business community about potential hazards and property protection measures (e.g. events such as Hurricane Expo and general presentation to community groups).

3.4.4 Consider incorporating sea level rise projections, areas of impacts, and types of impacts into routine outreach to improve general public awareness.

Goal 3:

Promote leadership, education and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

Objective 3.5:

Establish partnerships and support existing community and business groups that enable stronger collaborations between communities and business organizations to better prepare for current and future climate impacts



Neighborhood organizations and community-based groups are essential to resiliency advancement. These groups know the existing challenges that neighborhoods face and how to best reach residents. Local governments can leverage meaningful partnerships with community organizations to build community capacity for resilience and adaptation. Once these partnerships are formed the local governments may continue to reach out to community leaders as resiliency planning continues.

CO-BENEFITS

- Equity

KEY PARTNERS

- Local governments
- Neighborhood Associations
- Neighborhood-based nonprofits
- Area-specific business organizations
- Private sector sponsors
- Title 1 schools

RELATED ACTIONS

N/A

LINKAGES

Community Capacity

REGIONAL COLLABORATION ACTIONS

3.5.1 Increase resiliency coalition engagement with community-based organizations.

LOCAL ACTION MENU

3.5.2 Local governments can identify community-based organizations (i.e. chambers of commerce, urban leagues, neighborhood associations and/or neighborhood-based non-profit organizations) for potential partnerships and collaboration that support the implementation of the objectives within the jurisdiction's resiliency plan.

3.5.3 To encourage diversity, equity and inclusion, local governments can establish a Citizen Leadership Academy that provides education on resilience strategies that can be implemented at the neighborhood level (i.e. walking audits, pop-ups, home repairs) and supports Community Rating System (CRS) program goals.

3.5.4 Local governments may continue to engage graduates of the Citizens Leadership Academy and solicit feedback from this group for future resilience planning.



GOAL 4:

The region supports a diverse array of multimodal-supporting land uses developed with resilient and energy-efficient construction including sustainable and attainable housing

Many municipalities in the Region are giving more attention to the critical impact that climate and extreme weather impacts will have on the built environment. Using data and knowledge derived from the local vulnerability assessments, local governments can see how chronic shocks and stressors caused by the changing change may influence land-use patterns and require more stringent building and innovative site development.

Growing resiliently requires that we consider how climate vulnerability and resilience are related to both how we build and where we build. New best practices for planning resilient communities includes placemaking efforts that address climate risks and community vulnerability while supporting the local community culture, economy, quality of life and equity goals.

The goals and actions in the Place Chapter acknowledge the interconnected priorities of adding more attainable housing, creating resilient and sustainable transportation and redevelopment to increase community resilience and economic vitality, or reduce negative, unintended impacts.

The Regional Resiliency Action Plan will increase regional collaboration to address these issues by investigating sustainable land use practices, policies, incentives and low impact development strategies that can be implemented locally. When planning for new development and redevelopment in higher-risk areas, local governments will support building and site development standards that are aligned to the level of risks.

Goal 4:

The region supports a diverse array of multimodal-supporting land uses developed with resilient and energy efficient construction including sustainable and attainable housing

Objective 4.1:

Updated regulations, plans, and policies increase the resilience of affordable and attainable housing



Throughout the region many homes are at risk from extreme weather, flooding, storm surge, and future sea level rise. The region also faces a severe shortage of affordable and attainable housing. Expanding existing regulations and policies that encourage affordable housing is key in increasing attainable housing for all. Many of the tools resulting from the Resilience and Energy Assessment for Communities and Housing (REACH) program can be leveraged by local governments to begin this work. Factoring in the impacts of current and future climate hazards on housing is essential to ensuring housing is affordable and resilient.

CO-BENEFITS

- Affordability
- Equity

KEY PARTNERS

- Local governments
- Housing Authorities
- Nonprofit Housing Developers
- Private Housing Developers
- Florida Housing Coalition (FHC)

RELATED ACTIONS

Actions 2.3.1, 2.3.2, 2.3.3

LINKAGES

Housing

REGIONAL COLLABORATION ACTIONS

4.1.1 Convene a regional resilient housing leadership advisory committee to discuss and build consensus on goals, policies and strategies to improve post-disaster preparedness and new construction for the region's workforce and low-income families.

LOCAL ACTION MENU

4.1.2 Use affordable housing tools and resources, such as those developed by the REACH program, to assess and update existing planning mechanisms and supporting documents and identify lower risk areas for building.

4.1.3 Develop programs, policies and flexible density options to incentivize development of private affordable housing and publicly-assisted housing in areas with lower risk to current and future climate impacts.

4.1.4 Implement more stringent building standards (such as HUD requirements) for new private affordable housing and publicly assisted housing in areas at high risk to current and future climate impacts.

4.1.5 Amend plans and zoning to encourage accessory dwelling units, "missing middle" housing, and mixed-use buildings in areas with less risk to the impacts of current and future climate conditions.

4.1.6 Adopt policies to permit the use of appropriate properties for disaster recovery operations including temporary housing and/or pre-approved overlay zones.

Goal 4:

The region supports a diverse array of multimodal-supporting land uses developed with resilient and energy efficient construction including sustainable and attainable housing

Objective 4.2:

Adopt resilient and green building best practices to guide new housing construction



In addition to addressing flood risks and resiliency, affordability and attainability are supported through the energy savings created through green building practices. Objective 4.2 builds on the increased housing stock prioritized in Objective 4.1, through actions to ensure new housing is resilient to current and future climate hazards. Best practices under this objective support advanced standards that local governments can adopt to ensure more sustainable housing construction. The region can increase knowledge sharing and collaboration with key organizations and the private sector, including developers, to increase the adoption of newer housing standards.

CO-BENEFITS

- Equity
- Traffic Reduction
- Walkable Cities
- Water Quality

RELATED ACTIONS

Actions 6.1.3, 7.1.1, 8.1.1, 8.1.2

KEY PARTNERS

- Local governments
- Housing Authorities
- Nonprofit Housing Developers
- Private Housing Developers
- Florida Housing Coalition (FHC)
- Urban Land Institute (ULI)

LINKAGES

Agriculture/Food Systems, Coastal Habitats, Infrastructure, Transportation, Growth Management

LOCAL ACTION MENU

4.2.1 Update local plans, programs and create incentives for developers to support new multi-family buildings and sites that meet Florida Green Building Coalition and/or LEED standards, and higher flood mitigation standards.

4.2.2 Strengthen the housing element of local comprehensive plans to include standards for Low Impact Development, resilience, and equity strategies.

4.2.3 Incentivize developers to build medium to high density housing adjacent to transit.

Goal 4:

The region supports a diverse array of multimodal-supporting land uses developed with resilient and energy efficient construction including sustainable and attainable housing

Objective 4.3:

Programs and funding for housing mitigation and rehabilitation are increased



Objectives 4.1 and 4.2 focus on increasing housing stock and making new housing more resilient. However, it is important to remember the need to harden existing housing and support residents in their current homes. This can be done through retrofitting and rehabilitation programs. Similarly, more efforts are needed to reduce the risks to mobile homes and mobile home parks with targeted retrofits for storm preparedness, and develop long-term plans to support resilient and equitable replacement.

CO-BENEFITS

- Equity

KEY PARTNERS

- Local governments
- Florida Housing Coalition (FHC)
- United Way
- Nonprofit partners
- FEMA (grant funding)

RELATED ACTIONS

Actions 2.3.1, 2.3.2, 2.3.3

LINKAGES

Growth Management, Housing, Building Standards, Site Development

REGIONAL COLLABORATION ACTIONS

4.3.1 Implement a workshop series to support strategies for aligning affordable housing flood risk reduction and infrastructure improvements to benefit neighborhoods and communities.

4.3.2 Convene policymakers to advocate for statewide flood insurance improvements.

LOCAL ACTION MENU

4.3.2 Based on housing vulnerability assessments, identify property owners interested in rehabilitation, or selling their homes for voluntary rehabilitation or buyout programs funded by FEMA grant funding.

4.3.3 Identify and allocate reoccurring funding to support housing retrofits and achieve mitigation goals.

4.3.4 Support robust housing retrofit and rehabilitation programs for LMI communities, including rental properties and supported living housing.

4.3.5 Quantify flood risks for mobile homes and mobile home parks and develop targeted plans.

4.3.6 Conduct outreach and engagement with residents and mobile home unit/ park owners to review flood risks, collect information on needs, constraints and programs to support preparedness.

4.3.7 Define potential mitigation and redevelopment strategies to transform mobile and modular home parks into resilient communities, while preventing displacement.

Goal 4:

The region supports a diverse array of multimodal-supporting land uses developed with resilient and energy efficient construction including sustainable and attainable housing

Objective 4.4:

Update land use policies and regulations to account for current and future climate impacts and discourage displacement



According to Climate.gov, climate vulnerability and resilience are related to both how we build and where we build. Land-use policies and practices can have intended as well as unintended effects, and they require clear communications for communities to grasp the implications of specific development decisions.

For example, inattention to increases in the percentage of impervious surface—such as pavement in roads, sidewalks, driveways, and parking lots—in rapidly growing areas can increase exposure to flood hazards. In coastal areas, homes that can't withstand the winds of tropical storms can become a source of flying projectiles that damage other structures.

Other planning tools that can promote resilience include subdivision regulations that prescribe how homes are located in relation to flood or other hazard zones. Additionally, new adaptation action zones are being used to address incremental risks, such as sea level rise and droughts. This objective reccomends some best practices for using land use as a climate resiliency tool.[13]

REGIONAL COLLABORATION ACTIONS

4.4.1 Create a Regional Resilient Land Use and Design working group which includes diverse stakeholders to define best practices and recommendations for community health, resilience and quality of life.

CO-BENEFITS

- Walkable Cities
- Water Quality

KEY PARTNERS

- Local Governments
- Academic Partners
- Private Developers

RELATED ACTIONS

Action 2.1.6

LINKAGES

Growth Management, Building Standards, Site Development

LOCAL ACTION MENU

4.4.2 Consider delineating Adaptation Action Areas to identify areas where more stringent development standards will be applied.

4.4.3 Consider best practices for updating coastal setbacks for development and redevelopment that mitigate the potential effects of coastal erosion including the possibility of requirements that are more stringent than the Florida Building Code.

4.4.4 Develop incentives for developers to build outside vulnerable areas (density bonuses, expedited review, etc.).

4.4.5 Prioritize recreation/open space land use amendments as a flood-risk reduction technique with an emphasis on providing amenities for neighborhood residents (play areas, walking paths, etc.)

4.4.6 Continue to monitor flood complaints and flood loss records for the jurisdiction and consider strategic acquisitions of any recurring flood loss properties in the future.

ADAPTATION ACTION AREAS

"Adaptation Action Area" or "Adaptation Area" means a designation in the coastal management element of a local government's comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure needs and adaptation planning.

Section 163.3164(1), Florida Statutes

Goal 4:

The region supports a diverse array of multimodal-supporting land uses developed with resilient and energy efficient construction including sustainable and attainable housing

Objective 4.5:

Update building and site development standards to account for current and future climate impacts



According to the U.S. Green Building Council, buildings account for nearly 40% of all greenhouse gas emissions (GHGs), according to Architecture 2030. Add in other infrastructure and activities, such as transportation, that are associated with buildings, and that number jumps.[14]

By building green, we can reduce the impact our buildings have on contributing to climate change while also building resilience into our homes and communities. In addition to prioritizing greenhouse gas reductions, there is a need to plan for current and future climate hazards. Setting more forward-thinking building codes, evaluating coastal development and planning infrastructure that can withstand higher seas can all help prepare communities for the future.[15]

CO-BENEFITS

- Traffic Reduction
- Walkable Cities
- Increased Property Values
- Energy Security
- Greenhouse gas Reduction

KEY PARTNERS

- Local Governments
- Private Developers

RELATED ACTIONS

N/A

LINKAGES

Clean Energy, Growth Management, Transportation, Building Standards, Site Development

LOCAL ACTION MENU

4.5.1 Use healthy building design, Florida Green Building Coalition principles, and/or LEED accreditation benchmarks for new public facilities, within the Land Development Regulations and Energy Code.

4.5.2 Encourage alternatives to single occupancy motor vehicle travel through parking reduction techniques, transit-oriented development incentives, and pedestrian and bike-friendly development and redevelopment policies.

4.5.3 Update existing regulations and policies to require development and redevelopment in high hazard areas to build to more stringent building standards including but not limited to higher freeboard requirements, and/or higher wind mitigation standards.

4.5.4 Implement regulations within Land Development Regulations to buffer structures from the impact of flood hazards (sea level rise, storm surge, flooding) by requiring setbacks from identified flood hazards areas.

4.5.5 Implement regulations within Land Development Regulations that buffer structures from the impact of wind hazards by requiring construction to exceed the requirements of the identified wind zone.

4.5.6 Incentivize parking and pavement reduction strategies for new development and redevelopment as a method of reducing heat island impacts.

4.5.7 Local governments update existing regulations and policies to require development and redevelopment in high hazard areas to build to more stringent site development standards including but not limited to Planned Unit Development (PUD).



GOAL 5:

Resilient adaptation protects, preserves and restores thriving habitats and abundant wildlife

Climate change has and will continue to cause substantial damages, and increasingly irreversible losses in terrestrial, freshwater, and coastal and marine ecosystems.[16] Biodiversity loss and degradation of ecosystems, including their natural adaptive capacity, are already key risks that will continue to escalate with every increment of global warming. The changing climate will bring about rising sea levels that contribute to coastal flooding and erosion, increased frequency of severe weather, increases in ocean temperature and acidification, growing pressure from pests and diseases, and increasing incidences of harmful algal blooms.[17]

Rising water levels and increasing salinity in estuarine systems, like Tampa Bay, will displace coastal plant and animal communities inland. A primary concern is that the landward migration of these important ecosystems cannot keep pace with the rapid rate of sea level rise, leading to "coastal squeeze" due to a lack of space for habitat migration because of upland urban development and hardening.[18] In addition, rising temperatures are driving tropicalization of mangroves which will likely dominate the overall proportions of future coastal ecosystems, whereas proportions of salt marshes, salt barrens and coastal freshwater wetlands will decline. These coastal wetlands provide important habitat for recreational and commercially important species of fish, shrimp, crabs, and other shellfish. Endemic species across Florida, such as the diamondback terrapin, face a high risk of extinction due in part to their already limited habitats now under stress and less resilient because of past and existing human-caused alterations and impacts, affecting their ability to withstand and adapt to additional stressors such as climate change.[19]

For the region to achieve biologically diverse habitats and abundant wildlife, local governments and regional partners must work together to curb emissions and increase the ability of habitats to adapt, improve water quality, protect biodiversity, and protect and restore coastal natural systems.

Goal 5:

Resilient adaptation protects, preserves, and restores thriving habitats and abundant wildlife



The Tampa Bay region and its coastal habitats are particularly vulnerable to climate change stressors such as sea level rise, ocean acidification, warming temperatures and changes in precipitation and storm intensity. To support the adaptability of coastal habits and ecosystems, the region will explore new land management strategies and leverage existing conservation policies included in the Tampa Bay Habitat Master Plan, the Tampa Bay Estuary Program's Comprehensive Conservation and Management Plan (CCMP), and the Sarasota Bay Estuary Program's CCMP. Local governments can support this objective through innovative land preservation strategies.

Protecting and enhancing fish and wildlife populations requires a combination of management and educational strategies, including habitat protection and restoration, assessment and monitoring, enactment and enforcement of laws that protect vulnerable species, and education of citizens and visitors.[20] Regional collaboration will be supported by the Agency on Bay Management and the Community Rating System (CRS) user group and involve supporting programs and policies that encourage preservation of fish and wildlife.

CO-BENEFITS

- Environmental Quality
- Greenhouse Gas Reduction
- Water Quality

KEY PARTNERS

- Local Governments
- Tampa Bay Estuary Program (TBEP)
- SWFWMD
- USFWS
- FDEP
- Academic institutions
- FWC
- NOAA
- The Nature Conservancy
- Restore America's Estuaries
- Sarasota Bay Estuary Program

Objective 5.1:

Increase the adaptability of coastal habitats and ecosystems to a changing climate, and preserve and restore the diversity and abundance of Tampa Bay's fish and wildlife

RELATED ACTIONS

Actions 6.3.1, 6.4.1

LINKAGES

Growth Management, Coastal Habitats

REGIONAL COLLABORATION ACTIONS

5.1.1 Support the Tampa Bay Habitat Master Plan goals of restoring more than 3,000 acres of wetlands and uplands in the next decade through resources for local policies and land-management strategies.

5.1.2 Enhance/expand the connectivity of wildlife corridors through mapping and collection of best practices.

LOCAL ACTION MENU

5.1.3 Incorporate the actions of the Comprehensive Conservation and Management Plan for Tampa Bay (CCMP) into their Comprehensive Plan using the CCMP Model Language Guidebook developed by the TBRPC.

5.1.4 Support programs and projects that protect and expand habitats and buffer zones for waterbirds and beach-nesting shorebirds.

5.1.5 Maintain and enhance stopover areas for migratory species.

5.1.6 Prioritize restoration of critical habitats through incentives, development agreements, and nonprofit partnerships.

Goal 5:

Resilient adaptation protects, preserves, and restores thriving habitats and abundant wildlife

Objective 5.2:

Improve or maintain air and water quality resulting in fishable, swimmable, and drinkable water



Improving the region's water quality will become more difficult as climate and non-climate stressors worsen, such as rising temperatures and increasing development. Air quality improvements are important for water quality since the majority of the region's nitrogen loading comes from atmospheric deposition and nonpoint sources. Sources of atmospheric deposition include power plants and industrial operations, automobiles, airplanes, agricultural emissions, and others. Nonpoint sources contribute at least 60% of nitrogen loading to Tampa Bay, stemming from stormwater runoff. Controlling nitrogen input into the bay to regain vital seagrass beds has been one of TBEP's most prominent initiatives. Seagrasses were selected as a metric by which efforts to improve the bay are measured because of their overall importance as a bay habitat and nursery, and because they are an important barometer of water quality.[21] Rising temperatures and increased rainfall will continue to make it more difficult to meet air and water quality goals. Because of this, the region will need to reevaluate these goals. The region can support this objective through initiatives to reduce emissions and stormwater runoff.

CO-BENEFITS

- Water Quality
- Public Health
- Greenhouse Gas Reduction
- Environmental Quality

KEY PARTNERS

- Local governments
- Tampa Bay Estuary Program (TBEP)
- Private developers

RELATED ACTIONS

Actions 6.3.1, 6.4.1 (carbon sequestration)

LINKAGES

Clean Energy, Coastal Habitats, Infrastructure

REGIONAL COLLABORATION ACTIONS

5.2.1 Reevaluate assimilative capacity of Tampa Bay given changing rainfall/temperature. Consider further reductions in nutrient loading that may be necessary to maintain water quality conditions (and associated seagrass coverage).

LOCAL ACTION MENU

5.2.2 Implement buffers or transition zones between uplands and aquatic systems to remove pollutants and excess nutrients delivered by urban stormwater.

5.2.3 Implement filtration devices on stormwater outfalls, such as baffle boxes

5.2.4 Asses the impacts of materials such as artificial turf and pavement on stormwater runoff.

5.2.5 Consider Florida-Friendly Landscaping standards for public projects and/or private development standards.

Goal 5:

Resilient adaptation protects, preserves, and restores thriving habitats and abundant wildlife

Objective 5.3:

Support the protection and restoration of coastal natural systems and the creating of resilient shorelines at the regional scale



Since 2019, the Resilient Shorelines and Spaces (RSS) working group has been assessing seawall design standards, policies and minimum heights for consideration of future sea level rise and will develop guidance on shoreline protection and adaption strategies to support community resiliency. This was identified as a priority by several members of the TBRPC Resiliency Coalition Steering Committee. The purpose of the workgroup is to define data, information needs, strategies for consideration in the Regional Action Plan, and develop recommendations and guidance documents for the Coalition to help local governments become more resilient to sea level rise, flooding, and erosion, and to reduce losses to wetlands and impacts to water resources. The Workgroup collects input from local governments to develop a list of priorities that address such matters as seawall standards and policy, use of living shorelines, construction, green and open space, drainage, wetlands, environmental restoration, and the policies. The actions in this objective are guided by the priorities identified by the RSS working group.

CO-BENEFITS

- Environmental Quality
- Water Quality

KEY PARTNERS

- Agency on Bay Management
- Local Governments
- Tampa Bay Estuary Program
- Florida Department of Environmental Protection
- Academic Institutions

RELATED ACTIONS

Action 4.5.2

LINKAGES

Growth Management, Coastal Habitats, Infrastructure, Site Development

REGIONAL COLLABORATION ACTIONS

5.3.1 Support adoption of the uniform sea wall and bulkhead heights defined in the Shoreline Model Ordinance to provide protection against future sea level rise and high tide flooding through 2070.

5.3.2 Coordinate regionally to develop shoreline design and construction standards and encourage local adoption to support private property owner efforts.

LOCAL ACTION MENU

5.3.3 Conserve existing natural habitat areas through implementation of policies, criteria, standards, methodologies, and procedures.

5.3.4 Provide incentives or update codes, plans, zoning, and regulations to encourage private property owners to install living shorelines and/or hybrid tidal flood barriers where feasible.

5.3.5 Establish policies that protect and preserve natural shorelines, promote living and hybrid shorelines and define appropriate locations and land-use types for implementing seawalls and other hardened infrastructure.

5.3.5 Consider adoption and integration of the Shoreline Model Ordinance.



GOAL 6:

Public infrastructure, services and assets become more resilient through innovative best practices

Climate change risks should be considered when planning new wastewater infrastructure. For example, planners may consider locating new wastewater treatment plants away from future surge and flood-prone areas and consider increasing capacity to accommodate anticipated increases in inflow and infiltration during more intense storms. Community resilience planning is underway in several municipalities in the bay watershed.[22]

Local standards and guidelines can help member governments cope with future uncertainties by focusing particularly on the local context. By building the capacity to adapt into initial project design, establishing systems for monitoring impacts, and formalizing the processes for making modifications based on infrastructure performance, communities can improve their ability to adapt promptly and economically in the face of emerging but as yet uncertain future flood hazards.[23]

Looking forward, sustainable infrastructure practices, such as, low impact development (LID) and green infrastructure are prelliminary solutions to both adapt to and mitigate the impacts of climate change, while also providing environmental and quality of life benefits.

Goal 6:

Public infrastructure, services, and assets become more resilient through innovative best practices

Objective 6.1:

Plan, build, and manage infrastructure to maximize function and longevity under future climate conditions

The region's infrastructure is already seeing impacts to climate hazards such as erosion, flooding, storm surge, and others. Sea level rise conditions will reduce the capacity of most outfalls and therefore limit their ability to receive and handle stormwater runoff.

The state recognizes the need to assist counties, municipalities, special districts and agencies with addressing these impacts through funding programs including the Resilient Florida grant program. Flood protection projects serving a regional or watershed-wide area, or that improve water quality, may be eligible for cost-share assistance through the SWFWMD Cooperative Funding Initiative. Local governments can advance this objective by building on vulnerability assessments to prioritize investments in new and hardened infrastructure, updating planning mechanisms to plan for infrastructure investments after disaster, and incorporating heat mitigation into infrastructure planning.

REGIONAL COLLABORATION ACTIONS

6.1.1 Reduce regional flood risk by convening regional stakeholders to identify innovative stormwater management strategies, design, incentives, and pilot projects which also support habitat resilience and water quality.

LOCAL ACTION MENU

6.1.2 Update critical infrastructure policies based on community vulnerability assessments. These updates should consider where to prioritize investment based on current and future climate hazards, health impacts and equity concerns.

6.1.3 Identify post-disaster redevelopment policies for infrastructure in a comprehensive plan and/or post-disaster redevelopment plan (PDRP), including but not limited to relocation/burying of utilities, installation of additional utilities such as broadband, and/or hardening infrastructure after a disaster.

CO-BENEFITS

- Cost-savings
- Equity

KEY PARTNERS

- Local governments
- EPA
- Gulftree.org
- Southwest Florida Water Management District (SWFWMD)
- Florida Department of Transportation

RELATED ACTIONS

Actions 2.14, 2.1.6, 6.5.1-5

LINKAGES

Finance/Governance, Infrastructure

6.1.4 Identify a process or mechanism to determine what infrastructure/areas may not be upgraded or mitigated at a certain time or impact. Reference previous data/information developed on stormwater and cost/benefit analysis in this analysis.

6.1.5 Promote and advocate for the installation of cool roofs, cool pavement, and other cooling techniques, including planting more shade trees, where concrete and other hard surfaces trap and collect heat, creating "heat islands "and near bus stops.

6.1.6 Develop a comprehensive heat island mitigation strategy and implementation plan that addresses cool pavements and roofs, pavement reduction, and neighborhood greening while ensuring equitable distribution.

6.1.7 Incorporate renewable energy development, production, and/or storage into the Post Disaster Redevelopment Plan (PDRP) to promote post-disaster power resiliency.

6.1.8 Consider setting minimum roadway elevation standards for future design and redevelopment. For example, a standard could be set consistent with roadways adjacent to tidal areas to have a minimum elevation consistent with seawall elevations.

6.1.9 Conduct a detailed stormwater outfall inventory. This should include outfall sizes, material, and condition to accurately assess vulnerability on a site-specific basis.

6.1.10 Install tide gates/ backflow preventers on piped outfalls. Consider setting a minimum outfall pipe size, and replace undersized pipes over time as existing outfalls reach their useful life.

6.1.11 Create an inventory of existing seawalls within the jurisdiction which includes seawall ownership, material, condition, and elevation.

6.1.12 Adopt a seawall ordinance that accounts for future SLR conditions and sets consistent standards for the jurisdiction. The TBRPC Shoreline Policy Guide can be used as a guide for this action.

Goal 6:

Public infrastructure, services, and assets become more resilient through innovative best practices

Objective 6.2:

Prioritize green infrastructure projects which mitigate hazards and provide environmental, social, and economic benefits to local communities



Green infrastructure or Low Impact Development (GI/LID) is a cost-effective, resilient approach to managing wet weather impacts that provides many community benefits. While single-purpose gray stormwater infrastructure—conventional piped drainage and water treatment systems—is designed to move urban stormwater away from the built environment, green infrastructure reduces and treats stormwater at its source while delivering environmental, social, and economic benefits. GI/LID projects are eligible for nonpoint source funding.[24] Regional collaboration to advance this objective will focus on trainings and workshops to encourage green infrastructure best practices. Local actions can include prioritizing green infrastructure in planning mechanisms and in the stormwater master plan.

CO-BENEFITS

- Environmental Quality
- Water Quality

KEY PARTNERS

- Local governments
- Tampa Bay Estuary Program (TBEP)
- Florida Department of Environmental Protection
- Southwest Florida Water Management District
- Private landowners

RELATED ACTIONS

Actions 2.1.6

LINKAGES

Coastal Habitats, Infrastructure, Site Development

REGIONAL COLLABORATION ACTIONS

6.2.1 Convene coalition members, partners, and experts to discuss green infrastructure best practices and funding mechanisms.

LOCAL ACTION MENU

6.2.2 Develop a list of regional high priority, high potential green infrastructure projects which provide community co-benefits.

6.2.3 Update comprehensive plans and/or land development regulations to include policies or regulations that prioritize green infrastructure and assess nature-based adaptation strategies.

6.2.4 Develop stormwater master plan projects that utilize an interconnected system of green infrastructure and open green space to reduce stormwater impacts.

6.2.2 Utilize the messaging tools provided in the Be Floridian campaign to educate communities about best management practices (BMP's) for reducing nutrient loads flowing into surface waters via residential landscaping.

Goal 6:

Public infrastructure, services, and assets become more resilient through innovative best practices

Objective 6.3:

Advance water management strategies, infrastructure improvements, and water conservation efforts to mitigate the potential adverse impacts of climate change on water supplies, water and wastewater infrastructure, and water management systems



Future and current climate hazards impact the operation of stormwater, wastewater, and potable water utilities. Sea level rise inundation and saltwater intrusion will likely impact coastal groundwater supplies and unguarded surface water intakes. Viewing water holistically enables the counties to be more flexible and quicker to address threats like storm surge, changing rainfall patterns, and the increased need for resiliency.[25] Resources can be made available on the TBRPC website to support best practices. Local governments can advance this objective through One Water principles, protection of sustainable water supplies, and community outreach. Funding assistance for water conservation, water reuse, and regionally developed alternative water supplies is available through the SWFWMD WISE Program and the Cooperative Funding Initiative.

CO-BENEFITS

- Water Quality
- Environmental Quality

KEY PARTNERS

- Local governments
- Tampa Bay Water
- Florida Water and Climate Alliance
- SWFWMD

RELATED ACTIONS

Actions 3.4.1, 3.4.4

LINKAGES

Community Capacity, Infrastructure

REGIONAL COLLABORATION ACTIONS

6.3.1 Increased information sharing between resiliency coaltion members and regional officers of SWFWMD, Tampa Bay Water, Army Corps, Port Authority, etc. to increase policy and funding alignment.

LOCAL ACTION MENU

6.3.2 Assess the benefits and limitations of integrated water management practices, such as One Water.

6.3.3 Continue to identify key protection areas to ensure sustainable water supply for consumption. Plan for future water supply by integrating potential future climate conditions and sea level rise scenarios.

6.3.4 Maintain or improve non-pressurized sewer lines to prevent groundwater and/or saltwater infiltration. This will allow reclaimed water to continue meeting irrigation and other non-potable water demands.

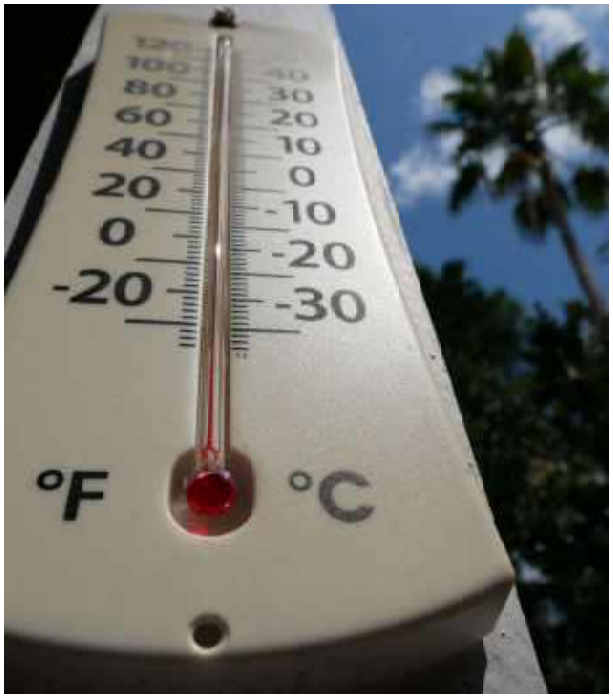
6.3.5 Participate in regional water supply development and interconnections, so alternative supplies can be developed with economies of scale and made available to all communities.

Goal 6:

Public infrastructure, services, and assets become more resilient through innovative best practices

Objective 6.4:

Plan and manage public services in the region for current and future climate impacts



Climate hazards will impact the ability of local governments to offer the same level of services in some areas and prioritize the need for additional services in other areas. This objective considers how future climate conditions will impact how residents deal with high heat days, including the possibility of more prevalent pests.

CO-BENEFITS

- Public Health
- Walkable Cities

KEY PARTNERS

- Local governments
- Nonprofits
- Utility Providers

RELATED ACTIONS

Actions 2.21, 2.2.2, 2.2.3, 2.2.4

LINKAGES

Housing

LOCAL ACTION MENU

6.4.1 Adopt a Forestry Master Plan - which includes an overall tree planting goal and annual target to expand regional forestry and wetland restoration to provide a variety of benefits, including improving air quality carbon sequestration, and heat mitigation.

6.4.2 Assess projected costs of mosquito and pest control to mitigate vector-born illness including considerations of the northward migration of sub-tropical and tropical species especially those that may be a public health concern.

6.4.3 Provide services to protect public health on extreme heat days that may include but need not be limited to cooling shelters.

6.4.4 Partner with utility providers and nonprofit organizations to provide relief for utility disconnections for extreme heat days.

Goal 6:

Public infrastructure, services, and assets become more resilient through innovative best practices

Objective 6.5:

Increase post-disaster power resilience for long-term and short-term outages



Historically, resilient electric power systems have been powered by diesel generators and other forms of fossil-fueled generation, yet there are risks of relying on diesel as the only backup power option such as the potential for fuel supplies to run out and likelihood of generator failure if not maintained. Generators can fail when expected to support large building loads or operate for extended periods. Long-lasting power outages caused by hurricanes and other disasters have major impacts on communities and local economies. Leading organizations and energy agencies across the country are working to evaluate the role of solar energy and battery storage on specific buildings to improve local community resilience goals.

CO-BENEFITS

- Energy Security
- GHG Reduction

KEY PARTNERS

- Local governments
- Utility Providers
- Florida Department of Emergency Management (FDEM)
- Federal Emergency Management Agency (FEMA)
- Florida Department of Health (FDOH)
- US Department of Homeland Security

RELATED ACTIONS

Action 6.1.6

LINKAGES

Clean Energy, Building Standards

LOCAL ACTION MENU

6.5.1 Conduct planning for Community Lifelines for long-duration, widespread power outages.

6.5.2 Conduct energy and power-resilience assessments for operations and emergency systems to understand essential equipment energy needs

6.5.3 Incorporate plans for energy hardening upgrades and reduce reliance on diesel generators for backup power into existing emergency management plans.

6.5.4 Use Clear Sky Tampa Bay tools and resources to identify critical systems and facilities which are candidates for solar and battery storage.



GOAL 7:

The region has a connected multimodal transportation network that is resilient to extreme weather, reduces local emissions, and enhances equitable mobility and public safety

Regional resilient transportation priorities include making the existing transportation infrastructure network can sustain the impacts of extreme weather, improving regional transportation options to reduce emissions, and improving health outcomes related to transportation.

In March 2019, the Tri-County TMA (Transportation Management Area) comprised of the Hillsborough, Pinellas, and Pasco MPOs, FDOT, and TBPRC conducted a regional transportation vulnerability analysis with funding from the Federal Highway Administration and the Florida Department of Transportation. The results of the analysis will provide information and recommendations to ensure the region's transportation system meets the near and long term functional, economic, and quality of life goals of Tampa Bay's residents, businesses, and visitors in the face of weather and climate changes.

Other TPOs throughout the region are currently prioritizing vulnerability assessments to begin the work of making their transportation systems more resilient to climate hazards.

Goal 7:

The Region will have a connected multimodal transportation network that is resilient to extreme weather, reduces local emissions, reduces automobile congestion and enhances equitable mobility and public safety

Objective 7.1:

Prioritize transportation infrastructure investments that mitigate the impacts of current climate hazards and adapt to future climate conditions



Similarly, to the impacts that are being seen and will be seen to other infrastructure throughout the region caused by climate hazards, roadway infrastructure is vulnerable to flooding, sea level rise, and extreme heat. Local governments can conduct vulnerability assessments to assess the impacts to their existing transportation infrastructure (see objective 2.1). Building on these assessments, local governments can begin to prioritize roadway mitigation projects. These projects are also an opportunity to integrate low-emission transportation alternatives into the community.

CO-BENEFITS

- Traffic Reduction
- Walkable Cities

KEY PARTNERS

- Local governments
- Academic institutions

RELATED ACTIONS

Actions 2.2.2

LINKAGES

Transportation

REGIONAL COLLABORATION ACTIONS

7.1.1 Convene transportation infrastructure staff to define best practices for adaptation, coordination of improvements, and incoorporation of multimodal transportation options.

LOCAL ACTION MENU

7.1.2 Road and highway flood resilience improvement are coordinated with community planning resilience improvements.

7.1.3 Create minimum roadway elevation standards for future design and redevelopment. For example, a standard could be set consistent with roadways adjacent to tidal areas to have a minimum elevation consistent with seawall elevations.

7.1.4 Prioritize and implement mitigation efforts on multiuse trails within the Adaptation Action Area and other vulnerable areas to provide alternative modes of transportation to single occupancy vehicles and transportation options that are less vulnerable to flooding.

7.1.5 Include bicycle and pedestrian improvements when implementing mitigation and adaptation projects, where appropriate, to encourage alternatives to single-occupancy vehicles as transportation.

Goal 7:

The Region will have a connected multimodal transportation network that is resilient to extreme weather, reduces local emissions, reduces automobile congestion and enhances equitable mobility and public safety

Objective 7.2:

Accelerate the transition to renewable, accessible, resilient, and equitable mobility systems



Improving existing transportation infrastructure, as proposed in Objective 7.1, is critical to maintaining the current level of services throughout the region. However, Resiliency Coalition members and partners, through feedback provided at RRAP development workshops and the 2020 Leadership Summit, have prioritized transportation advancement beyond mitigation. This includes a vision of a multimodal transportation system that offers alternatives to single-occupancy vehicles and encourages lower emission transportation modes. Regional collaboration to advance this objective will include regional workshops focused transportation best practices. The TBRPC will also convene coalition members and partners to consider how to fund innovative transportation solutions.

CO-BENEFITS

- Traffic Reduction
- Walkable Cities
- GHG Reduction

KEY PARTNERS

- TBARTA
- MPOs/TPOs
- FDOH
- Regional Public Health Partners
- USF Center for Urban Transportation (CUTR)

RELATED ACTIONS

Actions 4.4.1 - 4.4.7

LINKAGES

Clean Energy, Site Development, Transportation

REGIONAL COLLABORATION ACTIONS

7.2.1 Support regionally coordinated electric vehicle charging station infrastructure through the development of a regional Electric Vehicle Master Plan (EVMP).

LOCAL ACTION MENU

7.2.2 Use local data to define electric charging infrastructure needs for public and private properties within the jurisdiction.

7.2.3 Set a goal to increase electric mobility by a defined percentage within a specific time period (i.e. an increase of 25% by 2025).

7.2.4 Guid the location and installation of charging infrastructure.

7.2.5 Develop and provide guides to encourage electric vehicle charging infrastructure installation on private property.

Goal 7:

The Region will have a connected multimodal transportation network that is resilient to extreme weather, reduces local emissions, reduces automobile congestion and enhances equitable mobility and public safety

Objective 7.3:

Invest in low-emissions transportation infrastructure and air quality improvements to improve health outcomes



Objective 7.3 builds on the priorities that inform Objective 7.2 with a strong focus on improving public health outcomes. Climate conditions and poor air quality can impact the region's residents, and this objective proposes local actions to mitigate those impacts. Local actions to advance this objective include landscaping, cooling stations and improving walkability and bikeability.

REGIONAL COLLABORATION ACTIONS

7.3.1 Identify federal and state grants and other funding mechanisms to implement electric vehicle infrastructure.

7.3.2 Provide a forum that supports integration of regional priorities into state/local transportation plans through coordination with MPOs, PSTA, HART, TBARTA, TMA, FDOT District Offices, the airports and the ports.

CO-BENEFITS

- Traffic Reduction
- Walkable Cities
- Public Health

KEY PARTNERS

- TBARTA
- MPOs/TPOs
- USF CUTR

RELATED ACTIONS

Actions 4.4.1 - 4.4.7

LINKAGES

Clean Energy, Transportation, Site Development

LOCAL ACTION MENU

7.3.3 Use data from regional emissions study to update regional and local transportation plans and policies to define targets for transportation electrification strategies.

7.3.4 Utilize infrastructural improvements that will improve air quality and protect vulnerable populations from poor air quality, such as landscape buffers, tree scaping, etc.

7.3.5 Prioritize accessory facilities for bus stops, sidewalks and trails (shelters, trees in right of way, cooling stations) to mitigate impacts of heat and extreme rain especially in transit-dependent neighborhoods.

7.3.6 Prioritize alternative modes of transportation other than single-occupancy vehicles (e.g., transit, walking, biking, etc.) through comprehensive plan policies, such as Complete Streets, Vision Zero.

7.3.7 Prioritize low-to-zero emission transportation modes such as electric and natural gas vehicles in policy plans and ordinance development.

7.3.8 Create or expand bikeshare programs to connect more residents in neighborhoods historically disadvantage communities.

7.3.9 Implement outreach and education programs that promote emission reduction techniques and other sustainable practices that improve air quality for all communities.



GOAL 8:

Food systems become more resilient and access to healthy foods is improved

Climate change and extreme weather events are likely to lead to local availability limitations and price increases, interrupted transportation and storage Climate change can also affect food availability, access, utilization, and the stability of each of these, over time. Constrictions at any point can lead to food insecurity through the activities of the food system, including food production, transportation, and storage.[26]

Reducing food waste is an important component of mitigating climate change. According to the U.S Environmental Protection Agency, food waste is the single largest category of material placed in municipal landfills, where it emits methane, a powerful greenhouse gas. Municipal solid waste landfills are the third-largest source of human-related methane emissions in the United States, accounting for approximately 14.1 percent of these emissions in 2017.[27]

Goal 8:

Food systems become more sustainable and resilient, and access to healthy foods is improved

Objective 8.1:

Implement a holistic approach to reduce risks, gaps, and disconnects with the regional food system to improve access and security



This objective encourages the region and local governments to begin to consider the importance of food systems to recovery after disaster events. To improve the resilience of local food systems this objective proposes working with regional partners to determine the best practices for supporting our regional food systems ability to adapt to a changing climate.

Building on these regional actions, this objective also proposes programs and regulations to support the preservation and expansion of these assets. This objective also focuses on food waste reduction as a means for both preserving food system resiliency and reducing waste and methane emissions. Local actions to advance this objective include incentivizing sustainable food production, outreach for food waste reduction, and composting programs.

CO-BENEFITS

- Public Health
- Equity

KEY PARTNERS

- Neighborhood Associations
- Homeowners Associations
- UF IFAS Extension Services

RELATED ACTIONS

Action 2.1.3

LINKAGES

Agriculture/Food Systems

REGIONAL COLLABORATION ACTIONS

8.1.1 Coordinate with member governments to develop food resiliency and sustainability plans and programs.

8.1.2 The TBRPC will work with local, regional, state and federal agencies, such as, USF, UF Sea grant, NOAA and St. Pete Ocean Team, to define future impacts to regional fisheries and aquaculture businesses and define potential strategies to increase economic resilience to extreme weather and climate change.

LOCAL ACTION MENU

8.1.3 Develop and provide incentives to increase sustainable local food production, including processing and distribution, to support LMI community and economic goals.

8.1.4 Update regulations and policies to support local food production, and remove barriers to food equity.

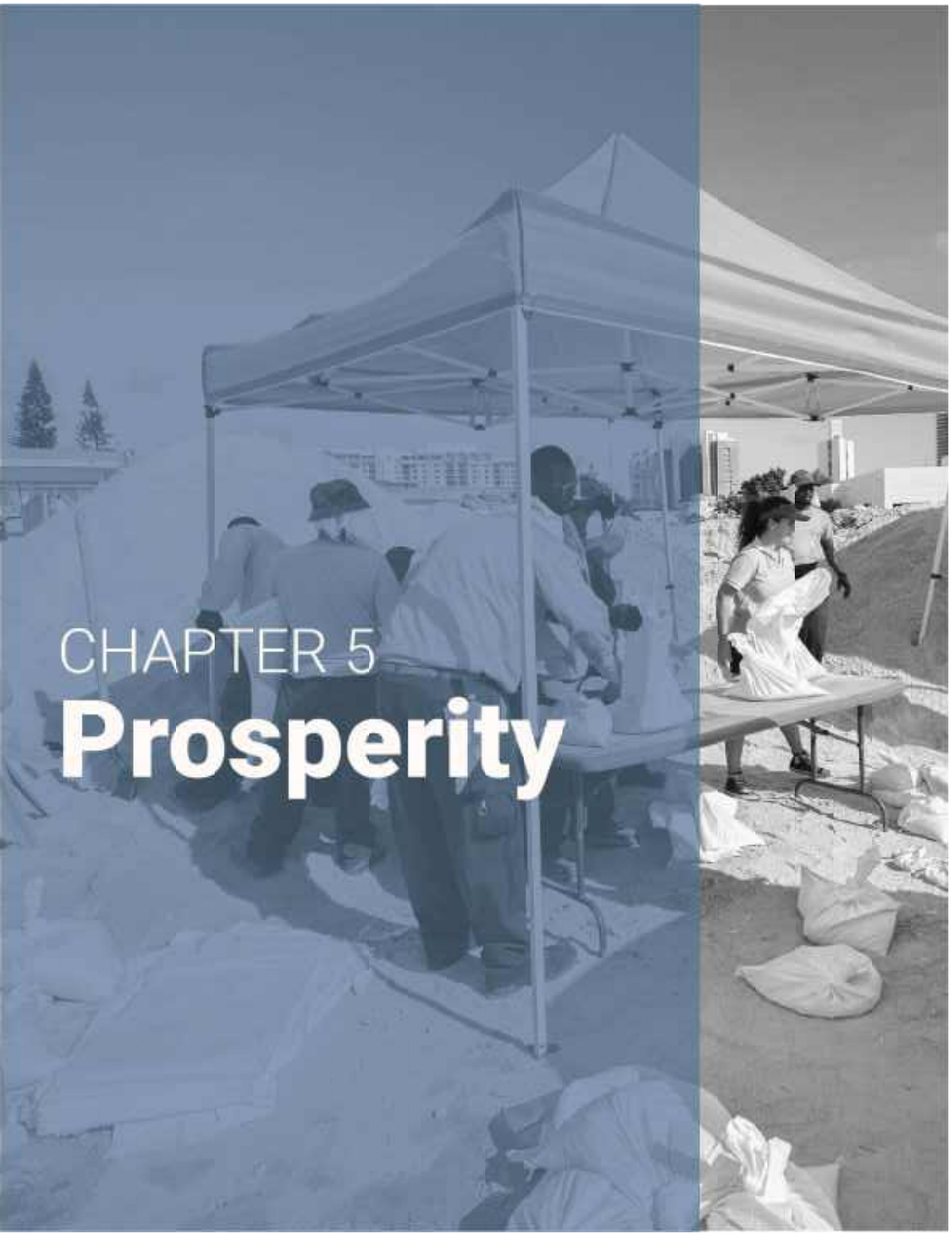
8.1.5 Implement sustainability outreach and education efforts to reduce food waste.

8.1.6 Convene large commercial producers of food waste to discuss and define onsite reduction and/or energy reuse strategies.

8.1.7 Support collaborations with universities, schools, and hospitals to encourage implementation of programs that support the EPA Food Recovery Hierarchy (waste diversion).

8.1.8 Implement programs to encourage composting among residents.

8.1.9 Explore grants to develop small hyper-local grocery store / neighborhood markets.



GOAL 9:

Businesses prepare and recover quickly from the impacts of extreme weather events and hazards

Members of the business community of the Tampa Bay are important to the region, not just as employers and service providers but also as community lifelines necessary to the recovery of the whole region when disaster strikes. In the event of a disaster, businesses are responsible for their employee's needs, and at the same time must prioritize their financial management including navigating insurance and disaster assistance. Meanwhile members of the community rely on these businesses to restore operations to provide essential services such as food, to prepare businesses and the region to better recover for the next disaster it is imperative that businesses have a disaster plan and are part of the emergency management planning process.

Disaster Planning for small businesses is essential for better disaster recovery. Local governments can leverage existing resources to assist local businesses with disaster continuity planning. Local governments can also facilitate business community recovery through flexible permitting and by encouraging retrofits and hardening post-disaster. Inviting the private sector, at all scales, to participate in the emergency management planning process, will also lead to better response and recovery outcomes.

Goal 9:

Businesses prepare and recover quickly from the impacts of extreme weather events and hazards

Objective 9.1:

Local governments partner with the business community to implement policies and programs that assist businesses in recovering after a disaster



Disaster planning for small businesses is essential for better disaster recovery. Chambers of commerce, emergency management staff, and the regional planning council have been working to provide resources to assist businesses in creating and implementing a business continuity plan. Leveraging these existing resources and partnering to broaden the reach of the delivery of these resources will improve recovery when disaster strikes.

Local governments can facilitate business community recovery after a disaster with accomodations such as flexible permitting requirements and fee waivers for post-disaster repairs. Local governments can also support business recovery by highlighting best practices of well-prepared businesses. Local governments can also build business resiliency through partnerships with business organizations that encourage resilient retrofits.

CO-BENEFITS

- Economic Development
- Energy Security
- Increased Property Values

KEY PARTNERS

- Chambers of Commerce
- Business organizations
- Financial institutions
- PACE

RELATED ACTIONS

Actions 4.4.1 -4.4.7

LINKAGES

Business Engagement

LOCAL ACTION MENU

9.1.1 Emergency management staff facilitate disaster recovery training exercises for building owners and small businesses using the Project Phoenix 2.0 hurricane scenario and tabletop exercise (TTX) training materials.

9.1.2 Emergency management staff facilitate ongoing relationships with small businesses.

9.1.2 Work with business in high risk areas, identified in the jurisdiction's community vulnerability assessments, to provide materials and resources for mitigation and preparedness which might include conducting a needs assessment, and/or preparing a business continuity plan to aid in disaster recovery efforts.

9.1.3 Implement a resiliency awards program for businesses to encourage best practices in businesses preparedness, continuity planning, and business recovery.

9.1.4 Garner feedback from the business community to inform the adoption of policies and regulations that provide relief to small businesses in post-disaster construction such as permit expediting, and/or permit waivers.

9.1.5 Collaborate with chambers of commerce and business associations to support energy efficiency retrofits, hardening of infrastructure/buildings and, and other recovery improvements for businesses.

Goal 9:

Businesses prepare and recover quickly from the impacts of extreme weather events and hazards

Objective 9.2:

Local governments involve the private sector in mitigation, disaster preparedness, and disaster recovery planning to improve emergency response and public health outcomes



It is also important for businesses to participate in the Emergency Operations planning process. Many businesses also serve as essential Community Lifelines. According to FEMA, a lifeline enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Efforts to protect lifelines, prevent and mitigate potential impacts to them, and building back stronger and smarter during recovery will drive overall resilience of the nation. As such, when the business community participates in the management and development of the Local Mitigation Strategy and are integrated into planning for operations at the Emergency Operations Center these lifelines are better able to get back up and running after a disaster.

Local governments can leverage partnerships with the health sector to ensure smooth operations during a disaster and a speedy recovery after a disaster. Inviting public health professionals and medical facility managers to participate in the emergency management planning process can provide illuminate opportunities for resource and knowledge sharing before a disaster event.

CO-BENEFITS

- Energy Security
- Public Health

KEY PARTNERS

- Chambers of Commerce
- Business organizations
- Financial institutions
- PACE
- Insurance Providers
- Banks
- Florida Department of Emergency Management

RELATED ACTIONS

Actions 6.5.1, 7.3.1, 2.2.5

LINKAGES

Business Engagement, Infrastructure, Building Standards

LOCAL ACTION MENU

9.3.1 Work with business organizations to identify means to improve communication and responsiveness from their community's emergency management plan from a business perspective.

9.3.2 Emergency management can identify and map business sectors that support Community Lifelines which are vital for recovery. Local government emergency management will collaborate with the business community to identify private assets with the highest short-term risk for inundation, and identify opportunities to collaborate on adaptation projects.

9.3.3 Engage the business community in the Local Mitigation Strategy working group meetings on an ongoing basis.

9.3.4 Work with privately managed critical facilities to determine resources needed to aid in timely recovery efforts such as generators, mitigation projects, etc.

9.3.5 Partner with business organizations and the local health department to conduct workshops on heat impacts and labor productivity to increase workforce resilience.

9.3.6 Local governments, health care providers and business organizations may support development of community health plans to address chronic illnesses and health impacts to climate hazards.



GOAL 10:

Businesses and key sectors support innovation and workforce development that is resilient to changing climate conditions

As the members of the Tampa Bay Regional Resiliency Coalition continue to track the impacts of a changing climate, it is becoming more important to these local governments to partner with the private sector to make the regional economy more resilient to these impacts. Protecting regional prosperity protects the quality of life for people in the Tampa Bay region.

These actions under Goal 10 provide a blueprint for how to make the regional economy more resilient through workforce planning, prioritizing equity, upgrading telecommunications, and considering the role the agricultural industry plays in a resilient regional economy.

Goal 10:

Businesses and key sectors support innovation and workforce development that is resilient to changing climate conditions

Objective 10.1:

Enable economic opportunity and energy efficiency investments.



A resilient economy should provide opportunities for all workers, and support urban, suburban and rural communities. Workforce training programs should be updated to encourage jobs in construction, engineering and technology that support the region's growing need for adaptation projects. The region also needs to identify industries that may carry larger burdens when implementing sustainable practices. This will allow for partnership opportunities to identify best practices for these industries. Finally, agriculture is an industry that will be greatly impacted by changing climate conditions. The TBRPC will begin to engage partners and stakeholders to identify adaptation and mitigation priorities for this sector. This objective will build on the Tampa Bay Comprehensive Economic Development Strategy (CEDS) process lead by the TBRPC.

CO-BENEFITS

- Job Creation
- Economic Development
- Public Health

KEY PARTNERS

- United Way
- Nonprofit builders
- ULI
- Universities
- Tampa Bay Partnership
- Local governments

RELATED ACTIONS

Action 8.1.2

LINKAGES

Agricultural/Food Systems, Business Engagement

REGIONAL COLLABORATION ACTIONS

10.1.1 Develop an industry cluster of resilient infrastructure technologies and firms to support improvements to local government fleet performance, traffic control, safety, and resiliency in times of emergency.

10.1.2 Conduct cost-benefit analyses of energy efficiency investments.

Goal 10:

Businesses and key sectors support innovation and workforce development that is resilient to changing climate conditions

Objective 10.2:

Expand and upgrade telecommunications services to support capacity for remote work/telecommuting in the region.



Annually, natural disasters cause significant burden, including adverse effects on health and economic losses.[28] One of the major drivers of increasing losses from natural disasters is economic growth in affected areas.[29] The ability for employees to continue work without disruption during natural disasters could reduce some of these economic losses.[30]

One way to avoid disruption and improve resiliency during natural disasters is to promote teleworking or remote work. The importance of remote work and telecommuting have been highlighted by the COVID-19 pandemic, but several post-disaster continuity plans benefit from the addition of remote work options. After a disaster, businesses can use remote connections to access financial documents, connect with employees, and file insurance claims when the physical business location is inaccessible. As such, it is important to support the expansion of telecommunication infrastructure in the region.

CO-BENEFITS

- Energy Security
- Cost-Savings
- Job Creation
- Economic Development

RELATED ACTIONS

N/A

KEY PARTNERS

- Local governments
- Florida Office of Broadband
- Private sector partners

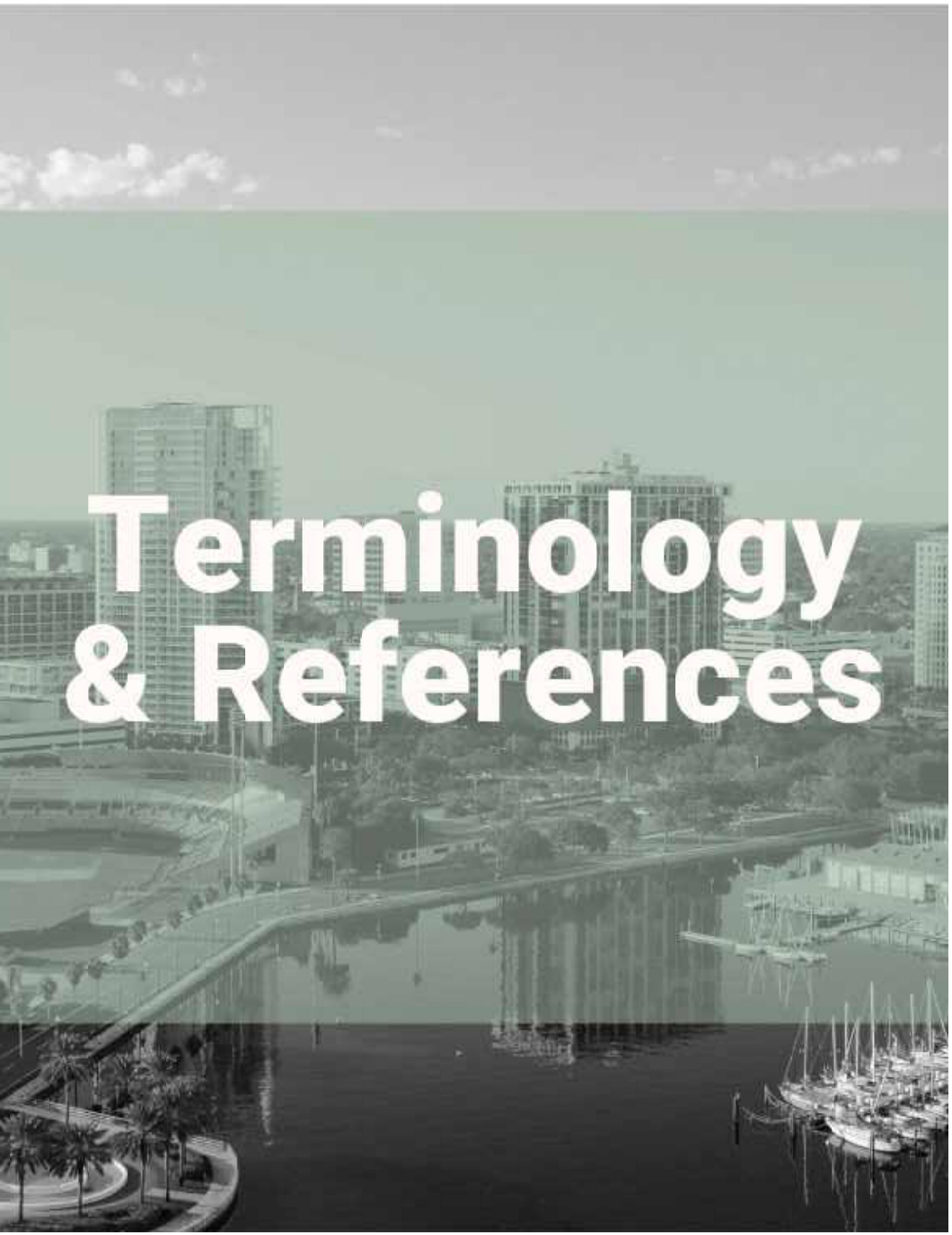
LINKAGES

Business Engagement, Infrastructure

LOCAL ACTION MENU

10.2.2 Convene a meeting or solicit feedback from business organizations to develop a plan to ensure continued growth of broadband and cellular services.

10.2.2 Comprehensive plan and/or land development regulations include policies or regulations to encourage the installation of high-speed broadband alongside public utility projects and private development.



Terminology

Adaptation

The process of adjusting to new (climate) conditions in order to reduce risks to valued assets.

Adaptation Action Areas

Adaptation Action Areas are a policy tool that allows local governments to plan for sea level rise, designate vulnerable areas and prioritize adaptation strategies. There is significant flexibility in how a local government can develop Adaptation Action Areas. Local governments are authorized but not required to designate Adaption Action Areas in their comprehensive plans. An "adaptation action area" or "adaptation area" is an area that experiences coastal flooding due to extreme high tides and storm surge and is vulnerable to the related impacts of rising sea levels for prioritizing funding for infrastructure needs and adaptation planning. Local governments that adopt an Adaptation Action Area may consider policies within the coastal management element to improve resilience to coastal flooding resulting from high-tide events, storm surge, flash floods, stormwater runoff and related impacts of sea level rise. Criteria for the adaptation action area may include, but need not be limited to:

- Areas below, at or near mean higher high water;
- Areas which have a hydrological connection to coastal waters; and
- Areas designated as evacuation zones for storm surge.

Statutory References:

- Section 163.3164(1), Florida Statutes.
- Section 163.3177(6)(g)(10), Florida Statutes[31]

Assets

People, resources, ecosystems, infrastructure, and the services they provide. Assets are the tangible and intangible things people or communities value. The infrastructure of roads, airports, and seaports are assets. The service of supply chain stability (supported by transportation infrastructure) is an asset. A community's local "charm" is an example of an intangible asset.

Carbon Sequestration

Carbon sequestration is the process of capturing and storing atmospheric carbon dioxide. It is one method of reducing the amount of carbon dioxide in the atmosphere with the goal of reducing global climate change.[32]

Climate Drivers

Natural climate drivers include changes in the sun's energy output, regular changes in Earth's orbital cycle, and large volcanic eruptions that put light-reflecting particles into the upper atmosphere. Human-caused, or anthropogenic climate drivers include emissions of heat-trapping gases (also known as greenhouse gases) and changes in land use that make land reflect more or less sunlight energy. Since 1750, human-caused climate drivers have been increasing, and their effect dominates all natural climate drivers.[33]

Climate Indicators

Are a set of parameters that describe the changing climate without reducing climate change to only temperature.

Climate Stressors

A condition, event, or trend related to climate variability and change that can exacerbate hazards. Increasing frequency and intensity of drought conditions. Can be a climate stressor for forests and crops. Rising sea level is another climate stressor.

Driver Indicators

Factors that change the Earth's radiative balance. Natural climate drivers include changes in the sun's energy output, regular changes in Earth's orbital cycle, and large volcanic eruptions. Human-caused climate drivers include emissions of heat-trapping gases (GHGs) and changes in land use.

Hazard

An event or condition that may cause injury, illness, or death to people or damage to assets. Extended periods of excessive heat are likely to be an increasingly common hazard in the coming decades.

Impact Indicators

The effect/result of interaction between climate phenomena, related hazards, vulnerability, and exposure. Increased heat, drought and insect outbreaks, all linked to climate change, have increased wildfires. Health impacts in cities due to heat, rainfall, and mosquito-borne illness; or coastal flooding and erosion are other examples.

Impacts

Effects on natural and human systems that result from hazards. Evaluating potential impacts is a critical step in assessing vulnerability. In the West, the destruction of homes by wildfires is among the impacts of hotter and drier conditions and earlier snowmelt.

Mitigation

Processes that can reduce the amount and speed of future climate change by reducing emissions of heat-trapping gases or removing them from the atmosphere.[34]

Non-climate Stressors

A change or trend unrelated to climate that can exacerbate hazards. Altering drainage patterns and replacing open land with roads and buildings are non-climate stressors for flooding hazards. Population growth along exposed coasts is another non-climate stressor.[35]

Renewable Energy

Renewable energy, often referred to as clean energy, comes from natural sources or processes that are constantly replenished. For example, sunlight or wind keep shining and blowing, even if their availability depends on time and weather.[36]

Resilience

The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

Sustainability

Sustainability is based on a simple principle: Everything that we need for our survival and well-being depends, either directly or indirectly, on our natural environment. To pursue sustainability is to create and maintain the conditions under which humans and nature can exist in productive harmony to support present and future generations.[37]

Vulnerability

The propensity or predisposition of assets to be adversely affected by hazards. Vulnerability encompasses exposure, sensitivity, potential impacts, and adaptive capacity.[38]

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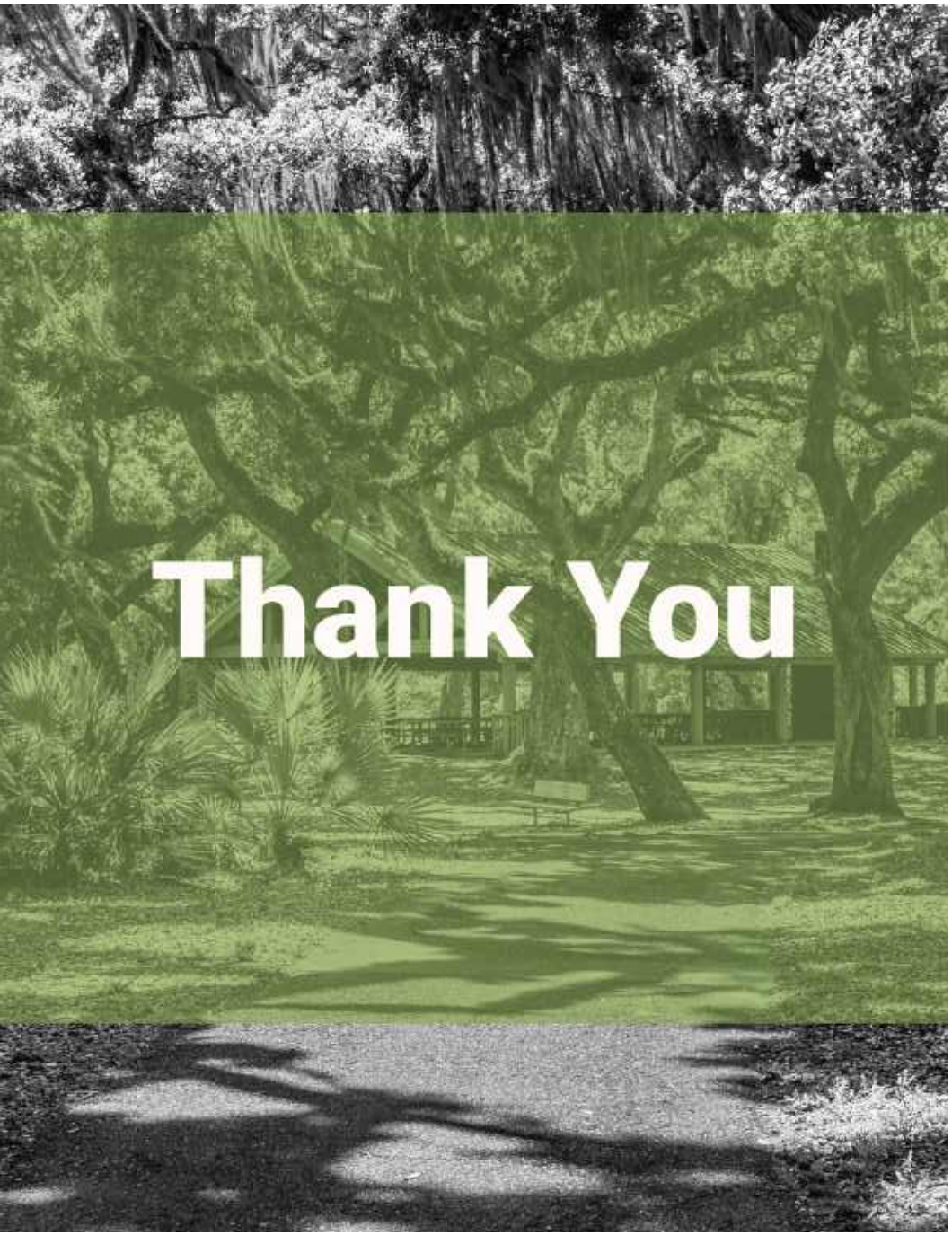
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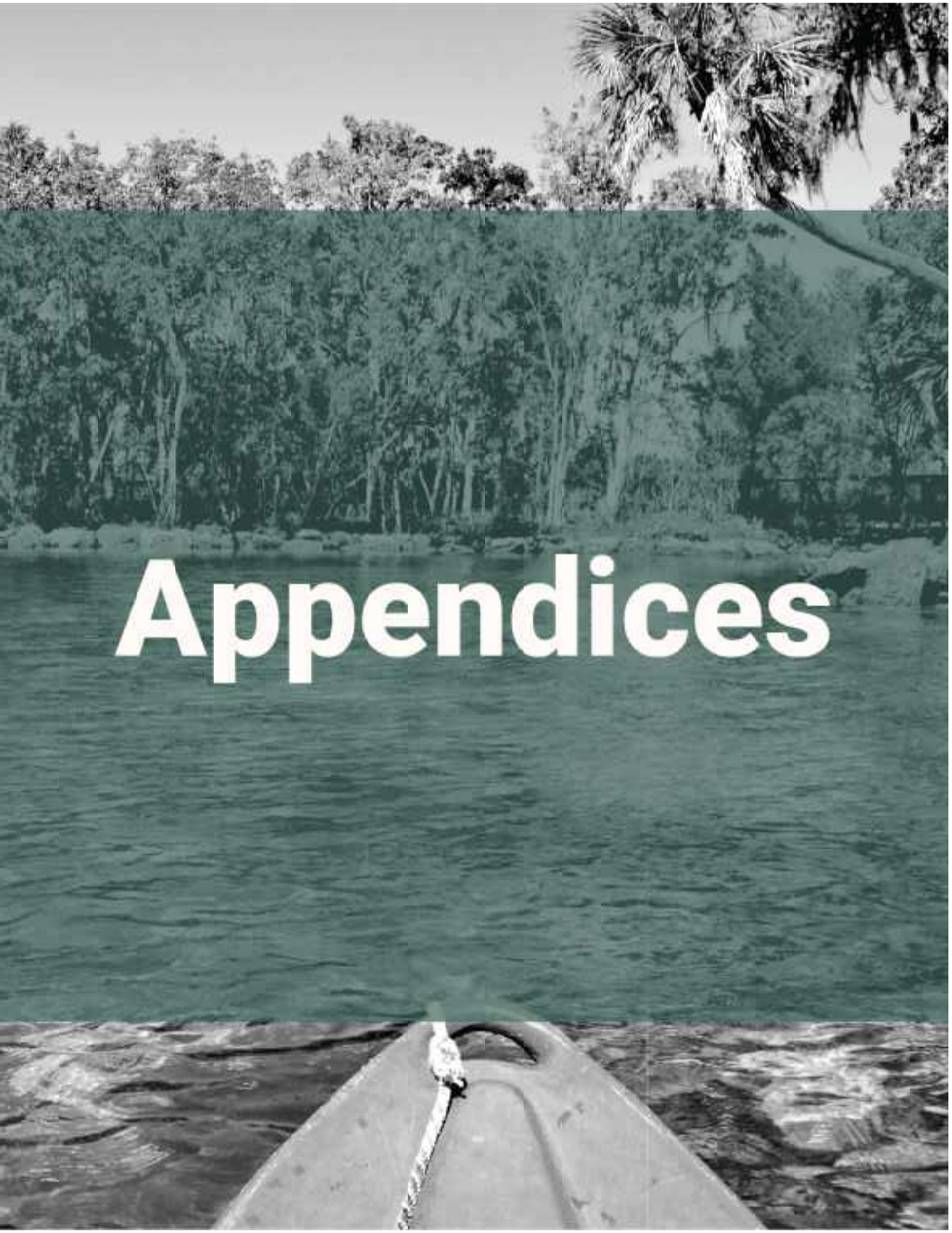
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Appendix I

United Nations Sustainable Development Goals (SDGs)

The United Nations was founded on October 24, 1945, with the assembly of 193 member states. In September of 2015, during a UN summit by the General Assembly, there was the development of the UN SDGs with all 193 member states contributing to it. These 17 goals are an important piece of the puzzle for sustainability. As more countries are adopting them it is important to have an understanding of what each of them is and how they will interact with us even at a local level. The RRAP will indicate how each of its goals lines up with the SDGs for better synergy with adaptation for municipalities and counties.







Chapter 1: Risks & Future Conditions

Goal 1

Community Resiliency is at the top of the Public Agenda and sustained with science and data

SDGs

SDG 11: Sustainable Cities & Communities
SDG 13: Climate Action

Chapter 2: Community Vulnerability

Goal 2

Adaptation and resilience planning strategies are based on rigorous, consistent, scientifically defined vulnerability assessments

SDGs

SDG 3: Good Health and Well-Being
SDG 11: Sustainable Cities & Communities
SDG 13: Climate Action
The Sendai Framework for Risk Reduction

Chapter 3: People

Goal 3

Promote leadership, education, and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

SDGs

SDG 4: Quality Education
SDG 13: Climate Action
SDG 17: Partnership for the Goals

Chapter 4: Place

Goal 4

The region supports a diverse array of multimodal-supporting land uses developed with resilient and energy-efficient construction including sustainable and attainable housing

SDGs

SDG 3: Good Health & Well Being
SDG 7: Affordable & Clean Energy
SDG 11: Sustainable Cities & Communities
SDG 13 Climate Action

Goal 5

Resilient adaptation protects, preserves, and restores thriving habitats and abundant wildlife

SDGs

SDG 14: Life Below Water
SDG 15: Life on Land

Goal 6

Public infrastructure, services, and assets become more resilient through innovative best practices

SDGs

SDG 11: Sustainable Cities and Communities

Goal 7

The Region has a connected multimodal transportation network that is resilient to extreme weather, reduces local emissions, and enhances equitable mobility and public safety

SDGs

SDG 11: Sustainable Cities and Communities
SDG 13: Climate Action

Goal 8

Food systems become more resilient and access to healthy foods is improved

SDGs

SDG 2: Zero Hunger
SDG 3: Good Health and Well Being
SDG 12: Reasonable Consumption and Production

Chapter 5: Prosperity

Goal 9

Businesses prepare and recover quickly from the impacts of extreme weather events and hazards

SDGs

SDG 8: Decent Growth and Economic Growth
SDG 11: Sustainable Cities and Communities
SDG 13: Climate Action

Goal 10

Businesses and key sectors support innovation and workforce development that is resilient to changing climate conditions

SDGs

SDG 8: Decent Growth and Economic Growth
SDG 9: Industry, Innovation, and Infrastructure
SDG 13: Climate Action

Appendix II

LEED for Cities and Communities

The framework of LEED for Cities and Communities is comprehensive, addressing topics as diverse as access to green spaces, energy efficiency, and civil and human rights. The system is aligned with the UN Sustainable Development Goals and is rooted in the triple bottom line. Issues like social equity, resilience, and climate change weave throughout the content areas.

Some notes to indicate on LEED is that ALL prerequisites are required, and credits are optional.

You must meet all prerequisite requirements and obtain 40 points to receive your certification.

This will document will be going step by step through the RRAP of where each of these prerequisites and credits aligns with the RRAP and indicate how you will be able to gather information needed for them as well.

LEED for Cities and Communities: Existing
Project Checklist

Project Name
Project ID
Date

Y	?	N			Cities	Communities
0	0	0	**INTEGRATIVE PROCESS**		POSSIBLE: 5	POSSIBLE: 5
			Credit	Integrative Planning and Leadership	1	1
			Credit	Green Building Policy and Incentives	4	4
0	0	0	**NATURAL SYSTEMS AND ECOLOGY**		POSSIBLE: 9	POSSIBLE: 9
			Prereq	Ecosystem Assessment	REQUIRED	REQUIRED
			Credit	Green Spaces	2	2
			Credit	Natural Resources Conservation and Restoration	2	2
			Credit	Light Pollution Reduction	1	1
			Credit	Resilience Planning	4	4
0	0	0	**TRANSPORTATION AND LAND USE**		POSSIBLE: 15	POSSIBLE: 15
			Prereq	Transportation Performance	6	6
			Credit	Compact, Mixed Use and Transit Oriented Development	2	2
			Credit	Access to Quality Transit	1	1
			Credit	Alternative Fuel Vehicles	2	2
			Credit	Smart Mobility and Transportation Policy	2	2
			Credit	High-Priority Site	2	2
0	0	0	**WATER EFFICIENCY**		POSSIBLE: 11	POSSIBLE: 11
			Prereq	Water Access and Quality	REQUIRED	REQUIRED
			Prereq	Water Performance	6	6
			Credit	Integrated Water Management	1	1
			Credit	Stormwater Management	2	2
			Credit	Smart Water Systems	2	2
0	0	0	**ENERGY AND GREENHOUSE GAS EMISSIONS**		POSSIBLE: 30	POSSIBLE: 30
			Prereq	Power Access, Reliability and Resiliency	REQUIRED	REQUIRED
			Prereq	Energy and Greenhouse Gas Emissions Performance	14	18
			Credit	Energy Efficiency	4	4
			Credit	Renewable Energy	6	6
			Credit	Low Carbon Economy	4	-
			Credit	Grid Harmonization	2	2
0	0	0	**MATERIALS AND RESOURCES**		POSSIBLE: 10	POSSIBLE: 10
			Prereq	Solid Waste Management	REQUIRED	REQUIRED
			Prereq	Waste Performance	4	5
			Credit	Special Waste Streams Management	1	1
			Credit	Responsible Sourcing for Infrastructure	2	2
			Credit	Material Recovery	1	-
			Credit	Smart Waste Management Systems	2	2
0	0	0	**QUALITY OF LIFE**		POSSIBLE: 20	POSSIBLE: 20
			Prereq	Demographic Assessment	REQUIRED	REQUIRED
			Prereq	Quality of Life Performance	6	6
			Credit	Trend Improvements	4	4
			Credit	Distributional Equity	4	4
			Credit	Environmental Justice	1	1
			Credit	Housing and Transportation Affordability	2	2
			Credit	Civic and Community Engagement	2	2
			Credit	Civil and Human Rights	1	1
0	0	0	**INNOVATION**		POSSIBLE: 6	POSSIBLE: 6
			Credit	Innovation	6	6
0	0	0	**REGIONAL PRIORITY**		POSSIBLE: 4	POSSIBLE: 4
			Credit	Regional Priority	4	4
0	0	0	**TOTAL**		110	110

40-49	50-59	60-79	80+ Points
CERTIFIED	SILVER	GOLD	PLATINUM

Envision

Institute for Sustainable Infrastructure's Envision® is a holistic sustainability framework and rating system that enables a thorough examination of the sustainability and resiliency of all types of civil infrastructure. The framework can assist government agencies and their consultants and contractors in delivering infrastructure that tackles climate change, addresses public health needs, cultivates environmental justice, creates jobs, and spurs economic recovery.

Envisions plans to set the standard of what constitutes sustainable infrastructure, incentivizes higher performance goals beyond minimum requirements, gives recognition to projects that make significant contributions to sustainability, and provides a common language for collaboration and clear communication both internally and externally.

To obtain the certification, then you must earn a minimum percentage of the total applicable Envision points:

- Verified: 20%
- Silver 30%
- Gold 40%
- Platinum 50%

Envision includes 64 sustainability and resilience indicators, called 'credits', organized around five categories:



Quality of Life - addresses a project's impact on host and affected communities, from the health and wellbeing of individuals to the wellbeing of larger social fabric as a whole.

Leadership - Successful sustainable projects require a new way of thinking about how projects are developed and delivered.

Resource Allocation - Resources are the assets that are needed to build infrastructure and keep it running. It concerns itself with the quantity, source, and characteristics of these resources and their impacts on the overall sustainability of the project.

Natural World - Infrastructure projects have an impact on the natural world around them, including habitats, species, and nonliving natural systems.

Climate and Resilience - The scope of Climate and Resilience is two-fold: minimizing emissions that may contribute to climate change and other short-and-long-term risks, and ensuring that infrastructure projects are resilient. To be resilient, infrastructure must be informed, resourceful, robust, redundant flexible, integrated, and inclusive.

Chapter 1: Risks & Future Conditions

Goal 1

Community Resiliency is at the top of the Public Agenda and sustained with science and data

Objective 1.1

Improve the collection and monitoring of climate indicator data to be used in local implementation through collaboration with local and national scientists

LEED

Category	Credit
Energy and Greenhouse Gas Emissions	Energy and Greenhouse Gas Emissions Process

Envision

Category	Credit
N/A	N/A

Chapter 2: Community Vulnerability

Goal 2

Adaptation and resilience planning strategies are based on rigorous, consistent, scientifically defined vulnerability assessments

Objective 2.1

Conduct a vulnerability assessment of critical infrastructure, services publicly owned assets, and food systems

LEED

Category	Credit
Natural Systems and Ecology	Resilience Planning

Envision

Category	Credit
Climate and Resilience	CR 2.2 Assess Climate Change Vulnerability
Climate and Resilience	CR 2.4: Establish Resilience Goals and Strategies

Objective 2.2

Integrate health and equity metrics into hazard analysis and resilience planning and support targeted vulnerability assessments for highly vulnerable populations

LEED

Category	Credit
Energy and Greenshouse Gas Emissions	Energy and Greenhouse Gas Emission Performance

Envision

Category	Credit
Quality of Life	QL 2.2: Encourage Sustainable Transportation
Quality of Life	QL 3.1: Advance Equity and Social Justice
Climate and Resilience	CR 1.2: Reduce Greenhouse Gas Emissions
Climate and Resilience	CR 2.3: Evaluate Risk and Resilience

Chapter 3: People

Goal 3

Promote leadership, education, and empowerment both in government, and community and business organizations to foster the implementation of resiliency strategies

Objective 3.1

Local governments develop a local resiliency plan or update existing resiliency plans to include considerations of the impacts of current and future climate hazards on food systems and public health

LEED

Category	Credit
Natural Systems and Ecology	Resilience Planning
Energy & Greenhouse Gas Emissions	Renewable Energy

Envision

Category	Credit
Quality of Life	QL1.2: Enhance Public Health and Safety
Climate and Resilience	LD 1.2: Foster Collaboration and Teamwork
Leadership	RA 2.3: Use Renewable Energy

Objective 3.2

Local governments maximize their ability to adapt to climate change through expanded internal capacity and cross-departmental coordination

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Leadership	LD 2.1: Establish a Sustainability Management Plan
Leadership	LD 2.2: Plan for Sustainable Communities
Natural World	NW 3.3: Maintain Floodplain Functions

Objective 3.3

Local governments, with support of the TBRPC incorporate adaption and risk reduction strategies into local financial management practices

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Quality of Life	QL 2.3: Improve Access and Wayfinding
Leadership	LD 1.1: Provide Effective Leadership and Commitment
Leadership	LD 3.2: Develop Local Skills and Capabilities
Natural World	NW 1.1: Preserve Sites of High Ecological Value

Objective 3.4

Local governments with assistance from regional partners will develop consistency in communication and engagement for residents, businesses, and community organizations on the impact of current and future climate impacts

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Leadership	LD 1.3: Provide for Stakeholder Involvement

Objective 3.5

Establish partnerships and support existing community and business groups that enable stronger collaborations between communities and business organizations to better prepare for current and future climate change impacts

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Quality of Life	1.1: Improve Community Quality of Life
Quality of Life	QL 3.1: Advance Equity and Social Justice

Chapter 4: Place

Goal 4

The region supports a diverse array of multimodal-supporting land uses developed with resilient and energy-efficient construction including sustainable and attainable housing

Objective 4.1

Updated regulations, plans, and policies increase the resilience of affordable and attainable

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Quality of Life	QL 3.1: Advance Equity and Social Justice
Leadership	LD 2.2: Plan for Sustainable Communities

Objective 4.2

Adopt resilient and green building best practices to guide new housing construction

LEED

Category	Credit
Integrative Process	Green Building Policy and Incentives
Quality of Life	Housing and Transportation Affordability

Envision

Category	Credit
Quality of Life	QL 3.1: Advance Equity and Social Justice

Objective 4.3

Programs and funding for housing mitigation and rehabilitation are increased

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
N/A	N/A

Objective 4.4

Update building and site development standards to account for current and future impacts

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Natural World	NW 1.2: Provide Wetland and Surface Water Buffers

Objective 4.5

Update land use policies and regulations to account for current and future climate impacts and discourage displacement

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Quality of Life	1.1: Improve Community Quality of Life

Goal 5

Resilient adaptation protects, preserves, and restores thriving habitats and abundant wildlife

Objective 5.1

Increase the adaptability of coastal habitats and ecosystems to a changing climate

LEED

Category	Credit
Natural Systems and Ecology	Ecosystem Assessment

Envision

Category	Credit
Natural World	NW 3.2: Enhance Wetland and Surface Water Functions

Objective 5.2

Improve or maintain air and water quality resulting in fishable, swimmable, and drinkable water

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Resource Allocation	RA 3.1: Preserve Water Resources

Objective 5.3

Preserve and restore the diversity and abundance of Tampa Bay's fish and wildlife

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
N/A	N/A

Objective 5.4

Support the protection and restoration of coastal natural systems and the creation of resilient shorelines at the regional scale

LEED		Envision	
Category	Credit	Category	Credit
Natural Systems and Ecology	Natural Resources Conservation and Restoration	Natural World	NW 3.1: Enhance Functional Habitats

Goal 6

Public infrastructure, services, and assets become more resilient through innovative best practices

Objective 6.1

Plan, build, and manage infrastructure to maximize function and longevity under future climate conditions

LEED		Envision	
Category	Credit	Category	Credit
Water Efficiency	Water Access & Quality	Quality of Life	NW 3.2: Enhance Wetland and Surface Water Functions
		Natural World	NW 2.2: Manage Stormwater
		Climate and Resilience	CR 2.6: Improve Infrastructure Integration

Objective 6.2

Prioritize green infrastructure projects which mitigate hazards and provide environmental, social and economic benefits to local communities

LEED		Envision	
Category	Credit	Category	Credit
Natural Systems & Ecology	Green Spaces	N/A	N/A

Objective 6.3

Advance water management strategies, infrastructure improvements, and water conservation efforts to mitigate the potential adverse impacts of climate change on water supplies, water and wastewater infrastructure, and water management systems

LEED		Envision	
Category	Credit	Category	Credit
Water Efficiency	Water Performance	Natural World	NW 2.4: Protect Surface and Groundwater Quality
Water Efficiency	Integrative Water Management		

Objective 6.4

Plan and manage public serviced in the region for current and future climate impacts

LEED		Envision	
Category	Credit	Category	Credit
N/A	N/A	Natural World	NW 2.3: Reduce Pesticide and Fertilizer Impact

Objective 6.5

Increase post-disaster power resilience for long-term and short-term outages

LEED		Envision	
Category	Credit	Category	Credit
Energy and Greenhouse Gas Emissions	Power Access, Reliability. and Resiliency	N/A	N/A

Goal 7

The Region has a connected multimodal transportation network that is resilient to extreme weather, reduces local emissions and enhances equitable mobility and public safety

Objective 7.1

Prioritize transportation infrastructure investments that mitigate the impacts of current climate hazards and adapt to future climate conditions

LEED		Envision	
Category	Credit	Category	Credit
Transportation and Land Use	Compact Mixed Use and Transit	Quality of Life	QL 2.1: Improve Community Mobility and Access

Objective 7.2

Accelerate the transition to renewable, accessible, resilient, and equitable mobility systems

LEED		Envision	
Category	Credit	Category	Credit
Transportation and Land Use	Alternative Fuel Vehicles	Quality of Life	QL 2.2: Encourage Sustainable Transportation

Objective 7.3

Invest in low-emissions transportation infrastructure and air quality improvements to improve health outcomes

LEED		Envision	
Category	Credit	Category	Credit
N/A	N/A	Quality of Life	QL 2.2: Encourage Sustainable Transportation
		Climate and Resilience	CR 1.3: Reduce Air Pollutant Emissions

Goal 8

Food systems become more resilient and access to healthy foods is improved

Objective 8.1

Implement a holistic approach to reduce risks, gaps, and disconnects with regional food system to improve access and security

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
N/A	N/A

Objective 8.2

Update policies, codes, and incentives to support farms and local fresh food processing, distribution, and food waste reduction

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
Leadership	LD 1.4: Pursue Byproduct Synergies

Chapter 5: Prosperity

Goal 9

Businesses prepare and recover quickly from the impacts of extreme weather events and hazards

Objective 9.1

Provide resources for business disaster planning through partnerships with business organizations and local governments

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
N/A	N/A

Objective 9.2

Local governments partner with the business community to implement policies and programs that assist businesses in recovering after a disaster

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
N/A	N/A

Objective 9.3

Local governments involve the private sector in mitigation, disaster preparedness, and disaster recovery planning to improve emergency response and public health outcomes

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
N/A	N/A

Goal 10

Businesses and key sectors support innovation and workforce development that is resilient to changing climate conditions

Objective 10.1

Spur economic opportunity and support agriculture

LEED

Category	Credit
N/A	N/A

Envision

Category	Credit
N/A	N/A

Objective 10.2

Expand and update telecommunications services the region to support capacity for remote world/ telecommunicating

LEED

Category	Credit
Energy & Greenhouse Gas Emissions	Low Carbon Economy

Envision

Category	Credit
N/A	N/A

Notes

The prerequisites for LEED are the MOST important part of obtaining the certification. If those are not in the plan or just being discussed within the plan, then there is not alignment.

LEED Notes:

Categories NOT Covered:

- Integrative Planning and Leadership
- Light Pollution Reduction
- Transportation Performance (PREREQUISITE)
- Oriented Development
- Access to Quality Transit
- Smart Water Systems
- Energy Efficiency
- Low Carbon
- Grid Harmonization
- Material and Resources (Entire Category)
- Nothing much only waste management, but it is covered under food and water so I need to research more information on the requirements for this category
- Quality of Life Performance (PREREQUISITE)
- Possibly need a better equitable approach to the actions
- May help if the metrics were laid out better
- Trend Improvements
- Distributional Equity
- Environmental Justice
- Civic and Community Engagement
- Civil and Human Rights

Envision Notes:

Sessions NOT Covered

- QL 1.3: Improve Construction Safety
- QL 1.4: Minimize Noise and Vibration
- QL 1.5: Minimize Light Pollution
- QL 1.6: Minimize Construction Impacts
- QL 3.2: Preserve Historic and Cultural Resources
- QL 3.3: Enhance Views and Local Character
- QL 3.4: Enhance Public Space and Amenities
- LD 1.4: Pursue Byproduct Synergies
  - We talk about waste water and food waste, but there is more to it
- LD 2.3: Plan for Long-Term Monitoring and Maintenance
  - We can probably include this if we do metrics in the plan
    - Ex. Update sustainability plan every 5-10 years when a new census comes out, or something like that.
- LD 2.4: Plan for End-of-Life
  - Can be a similar situation per city, but does not fit overall plan
- LD 3.1: Stimulate Economic Prosperity and Development
- LD 3.3: Conduct a Life-Cycle Economic Evaluation
- RA 1.1: Support Sustainable Procurement Practices
- RA 1.2: Use Recycled Materials
- RA 1.3: REduce Operational Waste
- RA 1.4: Reduce Construction Waste
- RA 1.5: Balance Earthwork On Site
- RA 2.1: Reduce Operational Energy Consumption
- RA 2.2: Reduce Construction Energy Consumption
- RA 2.4: Commission and Monitor Energy Systems
- RA 3.2: Reduce Operational Water Consumption
- RA 3.3: Reduce Construction Water Consumption
- RA 3.4: Monitor Water Systems
- NW 1.3: Preserve Prime Farmland
- NW 1.4: Preserve Undeveloped Land
- NW 2.1: Reclaim Brownfields
- NW 2.3: Reduce Pesticide and Fertilizer Impacts
  - Nothing about fertilizer
- NW 3.1: Enhance Functional Habitats
- NW 3.4: Control Invasive Species
- NW 3.5: Protect Soil Health
- CR 1.1: Reduce Net Embodied Carbon
- CR 2.1: Avoid Unsuitable Development

Appendix III

Community Rating System (CRS) Matrix

CRS	Activity Description	Complimentary RRAP Objectives
211	Have you had a Community Assistance Visit that concluded you are in full compliance with the NFIP? How many repetitive loss properties are there in your community? What is your repetitive loss category? (A = no rep losses, B = 1 - 49, C = 50 or more) Have you maintained flood insurance policies on all buildings owned by your community that have been required to have one?	Objective 2.1: Conduct vulnerability assessments of critical infrastructure, sevices publily owned assets
213	How many buildings are in your community's Special Flood Hazard Area? How large is your community's Special Flood Hazard Area (in acres)?	Objective 2.1: Conduct vulnerability assessments of critical infrastructure, sevices publily owned assets
320	Are you willing to publicize that you will read FIRMs for inquirers and keep a record of what you told them? Do you provide inquirers with other non-insurance related information that is shown on your FIRM? Do you provide information about flood problems other than those shown on the FIRM? Do you provide information about flood depths? Do you provide information about special flood-related hazards, such as erosion, subsidence, or tsunamis? Do you provide information about past flooding at or near the site in question? Do you provide information about areas that should be protected because of their natural floodplain functions?	Objective 1.1: Improve the collection and monitoring of climate indicator data to be used in local implementation through collaborations with local and national scientists.
330	Does your community provide flood-related informational brochures, flyers, or other documents for the public to pick up? Does your community prepare a flood-related newsletter, presentation, or other outreach project that is implemented every year?	Objective 3.4: Local governments with assistance from regional partners will develop consistency in communication and engagement for residents, businesses, and community organizations on the impacts of current and future climate impacts.
340	Do real estate agents actively advise house hunters if a property is located in a Special Flood Hazard Area? Are there state or local requirements that sellers must disclose whether a property has been flooded? Do real estate agents give house hunters a brochure or handout advising them to check out the flood hazard before they buy?	

CRS	Activity Description	Complimentary RRAP Objectives
350	Do you have any flood-related references in your public library? Do you have flood-related information or links on your community's website?	
360	Do you visit homes and help people determine how they could reduce their flooding or drainage problem? Do you talk to people about sources of financial assistance for flood or drainage protection measures?	
370	Have you reviewed all your community's flood insurance policies and analyzed where coverage should be improved?	
410	Have you conducted your own flood studies and do you use the data when regulating new development? Do you provide (or require the developer to provide) base flood elevations in approximate A Zones? Did your community contribute to the cost of a Flood Insurance Study (e.g., provided cash or a base map with better topography)?	Objective 2.1: Conduct vulnerability assessments of critical infrastructure, sevices publily owned assets
420	Is a portion of your Special Flood Hazard Area kept as park or other publicly preserved open space? Are some of those parks or other publicly preserved open spaces preserved in or restored to their original natural state? Does your community have density transfers or other regulations to encourage developers to keep the SFHA as open space? Is a portion of your SFHA is zoned for minimum lot sizes of 5 acres or larger?	Objective 4.2: Adopt resilient and green building best practices to guide new housing construction
430	Does your community prohibit filling or require compensatory storage in all or parts of the SFHA? Does your community prohibit certain types of buildings from all or parts of the SFHA? Does your community prohibit or limit the storage of hazardous materials from all or parts of the SFHA? Does your community have a freeboard requirement? Do you have compaction and erosion protection requirements for fill that is used to support buildings? Do you track building improvements and repairs cumulatively and add the values up to reach the 50% threshold? Do you define substantial damage to include two floods in 10 years with average damage at 25% of the building's value? Do you require critical facilities to be protected to the 500-year flood level? Do you require a non-conversion agreement signed by the permit applicant for an elevated building? Does your community enforce the International Building and Residential Codes (IBC and IRC)? Does your community have a BCEGS rating?	Objective 4.4: Update building and site development standards to account for current and future climate impacts Objective 4.5: Update land use policies and regulations to account for current and future climate impacts and discourage displacement

CRS	Activity Description	Complimentary RRAP Objectives
	Do you have regulations that ensure that every new building will be built to be protected from local drainage flooding?	
	Are community staff members CFMs or graduates of an EMI NFIP course?	Objective 3.2: Local governments maximize their ability to adapt to climate change through expanded internal capacity and cross-departmental coordination
	Do you keep paper records at a secure offsite storage site or scan them and back up the files?	
440	Is your FIRM on a local geographic information system (GIS) layer and does the GIS also show streets and parcels?	
	Have you kept copies of all your old FIRMs?	
	Does your community have qualifying benchmarks in the NSRS that are maintained or at least three CORS?	
450	Do you require new developments to build storm-water retention or detention basins?	
	Do you have permit records that show that you require new developments to control erosion from construction projects?	
	Do you have permit records that show that you require new storm-water facilities to include water quality provisions?	
510	Have you adopted a floodplain management or hazard mitigation plan that has been approved by FEMA?	
	Have you adopted a plan to protect aquatic or riparian species or other natural floodplain functions?	Objective 5.1: Increase the adaptability of coastal habitats and ecosystems to a changing climate
520	Have buildings in the floodplain been acquired and the properties are now open space?	
530	Have pre-FIRM buildings been elevated voluntarily or otherwise floodproofed?	
540	Do you have a program to regularly inspect streams, ditches, and other channels and to remove debris when found?	
	Do you have a capital improvements program for drainage improvements?	
	Do you have an ordinance the prohibits dumping debris, junk, grass, etc., in drainageways?	
	If you have credit for 450.a, do you have a program to regularly inspect storage basins and to remove debris when found?	
610	Do you have a system for getting notification when flooding is expected (more than listening to the radio)?	
	Do you have a flood response plan (or flood annex to the emergency plan) that specifies what to do after a flood notification?	
	Do you have a master list of critical facilities in the floodplain and arrangements for special warnings to them?	
	Are you a Storm-Ready or Tsunami-Ready community? (see www.weather.gov/stormready/)	

CRS	Activity Description	Complimentary RRAP Objectives
620	Do you have a levee, a levee maintenance program, and a levee failure warning and response plan (similar to 610 a-d)? Is there an annual outreach project sent to properties in the area that would flood if the levee were overtopped?	
630	Is your community threatened by a failure of an upstream dam?	
	Do you have a dam failure warning and response plan (similar to 610 a-d)? Is there an annual outreach project sent to properties in the area that would be flooded if the dam failed.	





RECOMMENDED PROJECTIONS OF

Sea Level Rise
in the Tampa Bay Region

Tampa Bay Climate Science Advisory Panel

Updated April 2019

EXECUTIVE SUMMARY

In this document, the Tampa Bay Climate Science Advisory Panel (CSAP) recommends a common set of sea level rise (SLR) projections for use throughout the Tampa Bay region. The recommendation establishes the foundation for a coordinated approach to address the effects of a changing climate, which advances the objectives of the newly-established Tampa Bay Regional Resiliency Coalition. Local governments and other agencies planning for SLR in the Tampa Bay region should incorporate the following key findings of this CSAP recommendation.

- Data measured at the St. Petersburg tide gauge shows that water levels in Tampa Bay have already increased approximately 7.8 inches since 1946.
- Based upon a thorough assessment of scientific data and literature, the Tampa Bay region can expect to see an additional 2 to 8.5 feet of SLR by 2100.
- Projections of SLR should be consistent with present and future National Climate Assessment estimates and methods. The National Oceanic and Atmospheric Administration (NOAA) Low scenario should not be used for planning purposes.
- Projections of SLR should be regionally corrected using St. Petersburg tide gauge data.
- Adaptation planning should employ a scenario-based approach that, at minimum, considers location, time horizon, and risk tolerance.

INTRODUCTION

Formed in spring 2014, the CSAP is an ad hoc network of scientists and resource managers working in the Tampa Bay region (Figure 1). The group's goal is to collaboratively develop science-based recommendations for local governments and regional agencies as they respond to climate change, including associated sea level change. The CSAP first released a recommended projection of SLR in the Tampa Bay region in 2015. The original recommendation (CSAP 2015) included a set of projections that were regionally corrected to the St. Petersburg tide gauge and consistent with the 3rd National Climate Assessment (NCA3). The original guidance called for the recommendation to be revisited at a minimum of every five years, or sooner if significant new scientific information on future SLR became available.



Figure 1. *Map of the four-county region served by the CSAP.*

This document, which is an update of the 2015 report, assesses the 4th National Climate Assessment (NCA4) that was released in November 2018 and recently published literature synthesizing observed changes in sea level using satellite altimetry (Nerem et al. 2018). The update explains the technical methods used to produce SLR projections and offers the rationale for the selection of SLR projections recommended for the Tampa Bay region through 2100. With these shared projections, local governments can coordinate, develop, and implement appropriate coastal adaptation and risk reduction strategies.



Storm surge
Source: Pinellas County

The Tampa Bay region, with nearly 700 miles of shoreline and 3 million residents – most of whom live near Tampa Bay or the Gulf of Mexico – is highly vulnerable to the potential effects of SLR (BEBR 2019). Citizens, emergency managers, and regional leaders have been accustomed to thinking of hazards in terms of the episodic effects of hurricanes or coastal storms; however, it is also important for local governments and regional agencies to consider the long-term, sustained effects of SLR on real property, quality of life, and perhaps most importantly, our ability to sustain growth in the regional economy.

The Tampa Bay regional economy is closely tied to both the Gulf of Mexico and Tampa Bay. It is valued at $170 billion, with $51 billion directly influenced by the bay itself (TBEP and TBRPC 2014). A number of recent reports have identified the Tampa Bay region as one of the most vulnerable coastal metropolitan areas throughout the world due to SLR and flooding (World Bank 2013, Climate Central 2017). Regional measurements show the Tampa Bay region is already experiencing SLR (Figure 2, p. 5) and there is broad scientific consensus that this trend will continue into the next century. If adaptation strategies are not implemented, cities throughout the Tampa Bay region will likely experience the following conditions, all of which may incur substantial economic costs:

- Flooding of public infrastructure and private property;
- Shoreline and beach erosion;
- Impacts to the operation and management of coastal drainage systems;

- Threats to drinking water and wastewater treatment facilities and distribution infrastructure; and
- Shifts in wetlands and other tidal habitats, resulting in the loss of ecosystem services.



City skyline
Source: City of Tampa

The economic costs of inaction given the known threats of SLR must be carefully weighed against the costs of implementing adaptation strategies, technological solutions, and infrastructure investments necessary to protect the health, safety, and quality of life for the community. The Tampa Bay Regional Planning Council estimates that without a coordinated response, the regional economy may lose more than $15 billion in real estate value, $5 billion in property tax revenue, and approximately 17,000 jobs as a direct result of SLR (TBRPC 2017). However, local governments in the Tampa Bay region should feel confident that there are viable opportunities to implement adaptation strategies that increase resilience to SLR and other coastal hazards and protect the region from substantial economic losses. These opportunities benefit from a common set of regional SLR projections that promote coordinated planning and policy efforts; providing such a projection is the fundamental purpose of this recommendation.

TECHNICAL METHODS AND RECOMMENDATIONS

Estimates of future SLR are typically expressed by plotting or tabulating a quadratic function. This function is chosen because it is the simplest mathematical function that can effectively capture a wide range of possible SLR scenarios, from a constant rate of increase to various accelerated rates of increase. Defining a specific SLR scenario requires three numbers: a datum, the point in time the sea level is defined to be zero; a rate of change, how rapidly sea level is changing (increasing or decreasing) at time zero; and a projection, the amount global sea level is expected to change between time zero and some point in the future[1].

[1] Most often, this point in the future is the year 2100. However, this does not mean that SLR will stop in 2100, nor does it mean that we only know what the predicted sea level will be in 2100. The quadratic function can show possible sea levels at any point along the curve, between now, 2100, and beyond.

Both the datum and the rate of change are defined using present-day observations from a tide gauge proximate to the region of interest. Local sea level change rates reflect a variety of local factors, including vertical land motion (subsidence or uplift) and changes in estuarine and shelf hydrodynamics, regional oceanographic circulation patterns, and hydrologic cycles (river flow). So, while global measurements and projections are important for estimating SLR, local measurements and projections are needed for realistic regional planning efforts. For the Tampa Bay region, the CSAP recommends using data collected from the tide gauge located near downtown St. Petersburg to adjust the first two parameters necessary to predict regional SLR. The St. Petersburg tide gauge (NOAA 2019a) has the longest reliable period of record in the region and is consistent with other nearby tide gauges, including one located in the Gulf of Mexico at Clearwater (NOAA 2019b). Data measured at the St. Petersburg tide gauge shows that water levels in Tampa Bay have increased 7.8 inches (~1 inch/decade) since 1946 when water levels were first recorded at this tide gauge (Figure 2).

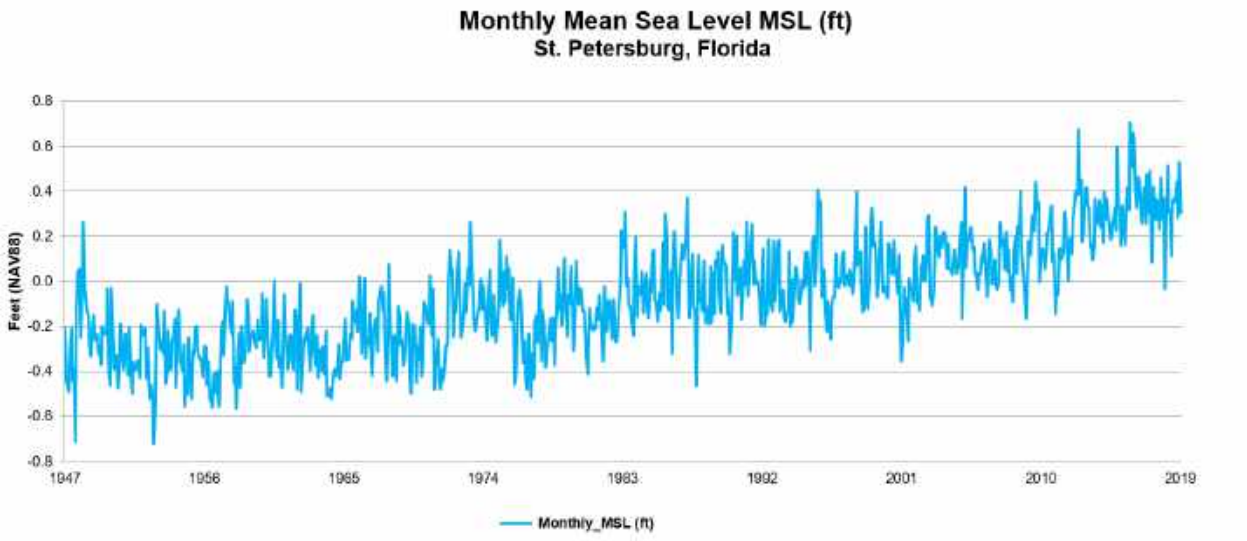


Figure 2. *1946-2018 Monthly Mean Sea Level Trend in St. Petersburg, FL, NOAA Tide Gauge #8726520*

The final parameter, projections of how much sea level will change globally over the next 100 years, is derived from expert climate scientists. Currently, there are two primary sources of information regarding SLR projections: the Intergovernmental Panel on Climate Change (IPCC), and the U.S. National Climate Assessment (NCA). Although these assessments employ different methods (IPCC relies upon numerical process models; the NCA employs a semi-empirical, probabilistic approach to estimate contributions from oceanic, cryosphere, geologic, and anthropogenic processes), both approaches result in similar estimates of SLR. This implies that the results obtained through either approach are robust and should provide practitioners with a higher degree of confidence in using the recommended projections for planning purposes.



Habitat migration; Cypress tree stump in a salt barren
Source: Doug Robison

The National Oceanic and Atmospheric Administration (NOAA) Technical Report, *Global and Regional Sea Level Rise Scenarios for the United States* (Sweet et al. 2017b), was produced as a coordinated, interagency task force to identify nationally agreed-upon estimates for global and regional SLR to inform the 4th National Climate Assessment (hereinafter the NOAA projections). Notably, the report incorporates regional factors contributing to sea level change for the entire U.S. coastline and assigns conditional probabilities to six SLR projections based on future greenhouse gas emissions and associated ocean-atmosphere warming in order to help decision-makers assess and manage risk (Sweet et al. 2017a). These scenarios, known as representative concentration pathways (RCPs), describe four different 21st-century pathways of greenhouse gas emissions and atmospheric concentrations, air pollutant emissions, and land use (IPCC AR5) which are necessary for understanding future sea level change.

The CSAP advises that local governments and regional agencies continue to use the SLR scenarios included in the NCA, adjusted to local conditions, to inform adaptation and infrastructure planning efforts in the Tampa Bay region. Although the CSAP generally recommends following the NCA, only three of the six SLR scenarios included in the NCA4 are part of this recommendation: NOAA Intermediate-Low, Intermediate, and High. Further, until the

private and public sectors make meaningful efforts to reduce greenhouse gas emissions, the CSAP advises that local governments and regional agencies assess the likelihood of the three SLR scenarios using RCP 8.5, which models climate change without additional efforts to constrain emissions (Van Vuuren et al. 2011, IPCC AR5).

Additional evidence published in 2018 was evaluated and incorporated into the updated recommendation. This recently published work, which was not available at the time the NCA4 was developed, uses satellite altimetry data to assess the rate of global sea level change (Nerem et al. 2018). Satellite radar altimeters have been measuring the open ocean surface height (sea level) since 1993 by quantifying the time it takes a radar pulse to make a round-trip from the satellite to the sea surface and back. Observed (not modeled) changes over 25 years demonstrate that the rate of SLR is increasing and that the increase is consistent with the mathematical models used to inform the IPCC and NCA. Based on these validating observations, the NOAA Low scenario (which depicts a linear rate of rise with no projected acceleration) is very unlikely and should be excluded. Therefore, the CSAP recommends that entities planning for SLR use the NOAA Intermediate-Low scenario as the lowest plausible bound for future sea level change.



Bayboro, St. Petersburg; sunny day flooding
Source: Maya Burke

Similarly, the NOAA Extreme scenario represents the maximum ice sheet melt that is physically possible. However, the probability of this occurrence is exceptionally low and not yet supported by established science. There is, however, emerging science that suggests there may be a new instability mechanism in the ice sheets that would lead to significantly higher melt rates (Alley et al. 2019). While this is not yet scientifically vetted, it does suggest that long-term sea level changes may be higher than the current best available science supports. Therefore, the CSAP recommends that entities planning for SLR use the NOAA High as the upper bound for future sea level change until additional information related to ice sheet processes is settled. The CSAP will continue to monitor this rapidly-evolving field of research.

Finally, the NOAA Intermediate scenario is recommended to fully capture the plausible range of likely SLR given the probabilistic framework laid out in the NCA4.

Future SLR estimates consistent with this recommendation that integrate data from the local St. Petersburg tide gauge, can be calculated for the Tampa Bay region using a flexible, well-supported tool developed by the U.S. Army Corps of Engineers (USACE)[2]. The tool takes the three parameters discussed above (datum, rate of change, projection) and produces the plots or tables that describe how sea level will change in the future, such as those included as Figure 3 and Table 1.

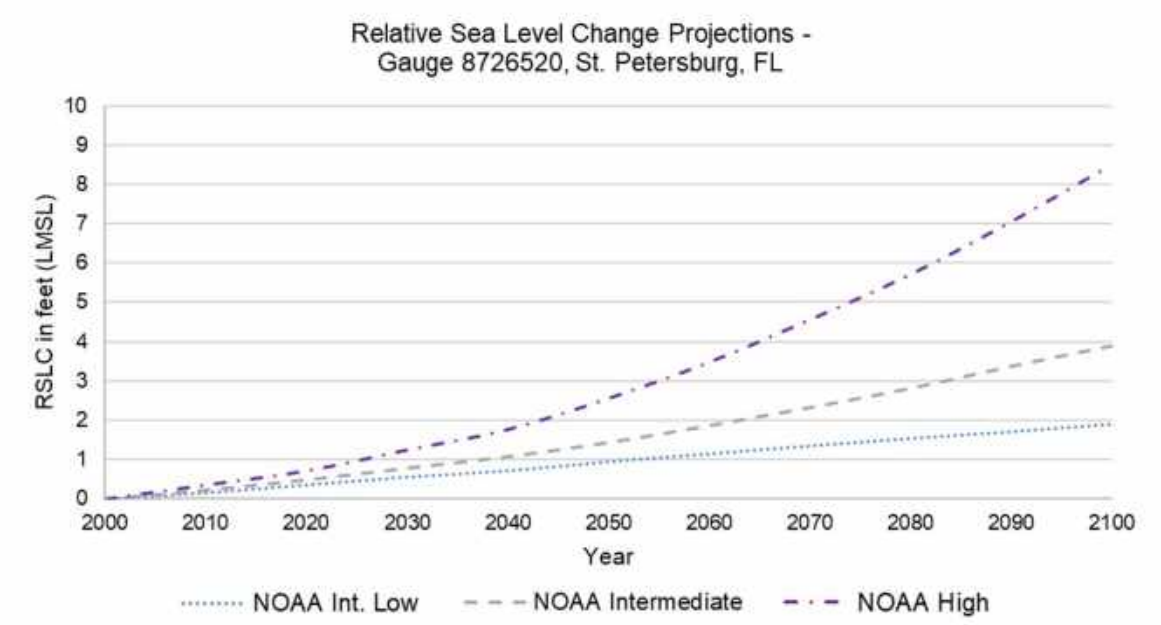


***Figure 3**. Graphic Relative Sea Level Change (RSLC) Scenarios for St. Petersburg, Florida, as calculated using the regionally corrected NOAA 2017 curves. (USACE 2019)*

The regionally adjusted NOAA SLR projections (Table 1 and Figure 3) can be summarized as follows:

[2] When using the USACE Sea Level Change Curve Calculator Tool, first select the "St. Petersburg, FL" gauge, then choose "NOAA 2017" as the output agency. Although the CSAP recommends using the USACE Sea Level Change Curve Calculator Tool, this should not be confused with a recommendation of the USACE SLR projections. Although the USACE SLR projections produce results that are similar to that of the IPCC and NCA, they are based on equations developed in 1987 for the National Research Council (NRC) report, *Responding to Changes in Sea Level; Engineering Implications* and do not represent the best available science.

- *NOAA Intermediate Low (1.9 feet by 2100)*: This scenario represents a slight increase in the rate of SLR. The low end of the *very likely* range if greenhouse gas emissions continue current trends (RCP8.5).
- *NOAA Intermediate (3.9 feet by 2100)*: This scenario represents a moderate increase in the rate of SLR. The high end of *likely* range if greenhouse gas emissions continue current trends (RCP8.5).
- *NOAA High (8.5 feet by 2100)*: This scenario represents a significant increase in the rate of SLR. The high end of the *very likely* range if greenhouse gas emissions continue current trends (RCP8.5) and when accounting for possible ice sheet instabilities.

Year	NOAA Int-Low (feet)	NOAA Intermediate (feet)	NOAA High (feet)
2000[3]	0	0	0
2030	0.56	0.79	1.25
2040	0.72	1.08	1.77
2050	0.95	1.44	2.56
2060	1.15	1.87	3.48
2070	1.35	2.33	4.56
2080	1.54	2.82	5.71
2090	1.71	3.38	7.05
2100	1.90	3.90	8.50

Table 1. *Sea Level Change Relative to the Year 2000 for St. Petersburg, FL in Feet above Local Mean Sea Level (LMSL).*

Future sea level estimates are provided in tabular form to help planners and policymakers apply the CSAP recommendations in everyday practice; however, additional clarification is necessary to ensure that the projections are used appropriately. SLR projections should only be used to determine the change in sea level between any two given time periods. For example, Table 1 shows sea level change in 2100 under the NOAA High scenario as 8.50 feet. This means that the sea level height at any location is projected to be 8.50 feet higher on average than it was at that site in the year 2000.

[3] For the purposes of projecting sea level change, the year 2000 is the starting point for the recommended SLR scenarios. Although this represents a point in time the sea level is defined to be zero, it does not mean that sea level change has not occurred prior to that time.

Similarly, consider a hypothetical situation where a government constructs an infrastructure project in 2030. The costs and risk tolerance associated with the project are moderate. Elected officials have requested that the project withstand at least 30 years of likely SLR. Staff needs to calculate how much additional elevation to incorporate into a modified project design. The appropriate calculation to determine the necessary modifications would be as follows:

1. Select an appropriate SLR projection scenario. (NOAA Intermediate)
2. Determine the sea level at time zero. (0.79 feet)
3. Determine the projected sea level at a known point in the future. (1.87 feet)
4. Calculate the difference between projected SLR at a known point in the future and SLR at time zero. (1.08 feet)

In this example, an additional 1.08 feet above the observed sea level in 2030 would be needed to make the infrastructure project more resilient to future conditions in 2060.

SUMMARY

Based upon a thorough assessment of scientific data and literature on SLR, the Tampa Bay region can expect to see approximately 1 to 2.5 feet SLR by 2050 and between 2 to 8.5 feet by 2100.



Wastewater Treatment Plant
Source: Manatee County

Given this range of uncertainty in future SLR, the CSAP recommends that local governments and other agencies consider a variety of factors, including the expected lifespan of the project, project cost, and criticality of function when developing adaptation strategies. Scenario planning offers opportunities to initiate actions now by balancing the costs of inaction against reasonable returns on investments made to reduce future impacts on the built environment (Figure 4).

For example, decision-makers may decide to plan for less SLR (using the NOAA Intermediate Low) when implementing projects with greater risk tolerance such as infrastructure projects with a relatively short life cycle or those with high adaptive capacity (e.g. a waterfront park or parking lot), while they may choose to plan for more extreme SLR (using the NOAA High) in situations where there is little tolerance for risk (e.g. new infrastructure with a long-anticipated life cycle such as a power plant) (NOAA 2012). The level of adaptation planning necessary will be up to the planning entity and based on the acceptable level of risk and vulnerability. The CSAP anticipates working with the Tampa Bay Regional Resiliency Coalition to develop detailed guidance on the appropriate application of each scenario in various risk contexts.

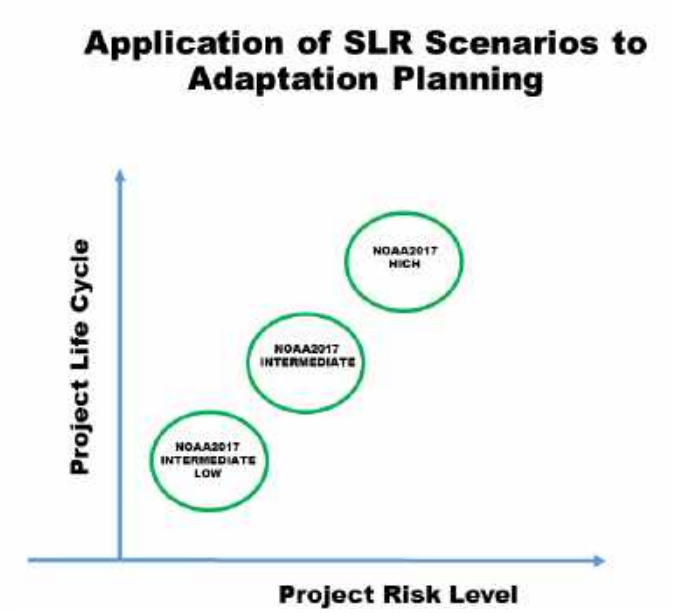


Figure 4. *Conceptual diagram demonstrating how to apply SLR scenarios to risk-based decision-making.*

Selecting a common set of SLR projections throughout the Tampa Bay region will advance the objectives of the newly-established Tampa Bay Regional Resiliency Coalition, supporting the efficient development and intergovernmental sharing of vulnerability assessment information and related policies. Furthermore, use of a regional set of projections of SLR will enable other entities to develop decision support tools, best practices, and planning documents to inform adaptation strategies for those charged with managing public infrastructure and natural resources. The CSAP recommendation is intended to further these goals, but it is important to acknowledge that scientific research advances as a continuous process. New data and technologies require refinements and reevaluation over time. In order to keep up with the best available science, the CSAP commits to revisit this recommendation in five (5) years, at a minimum, or sooner if significant new scientific information on future SLR becomes available.



Mangroves growing into road
Source: Dave Tomasko

Local governments and other agencies planning for SLR in the Tampa Bay region should incorporate three key findings of the CSAP recommendation:

- Projections of SLR should be consistent with present and future National Climate Assessment estimates and methods. The NOAA Low scenario should not be used for planning purposes.
- Projections of SLR should be regionally corrected using the St. Petersburg tide gauge data[4].
- Adaptation planning should employ a scenario-based approach that, at minimum, considers location, time horizon, and risk tolerance.

A resilient Tampa Bay region – one that acknowledges and responds to coastal vulnerabilities – is one that can support continued economic, environmental, and cultural prosperity for many years to come.



Weedon Island Preserve
Source: Pinellas County

[4] The Cedar Key tide gauge should be used for Citrus and Hernando counties, which are part of the Tampa Bay Regional Resiliency Coalition.

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LIST OF ACRONYMS

CSAP	Tampa Bay Climate Science Advisory Panel
IPCC	United Nations Intergovernmental Panel on Climate Change
LMSL	Lower Mean Sea Level (average tidal measurement)
NCA	U.S. National Climate Assessment
NCA3	3rd National Climate Assessment
NCA4	4th National Climate Assessment
NOAA	National Oceanic and Atmospheric Administration
NRC	National Research Council
RCP	Representative Concentration Pathway
RSLC	Relative Sea Level Change
SLR	Sea Level Rise
USACE	United States Army Corps of Engineers

DEFINITION OF TERMS

Datum	The base elevation used as a reference from which to reckon heights or depths; the point in time that sea level is defined to be zero.
Projection	The numerical value of sea level change between time zero and some point in the future.
Rate of Change	How rapidly sea level is changing (increasing or decreasing) at time zero.
Scenario	The quadratic function that shows possible sea levels at any point along the curve, between time zero and some point in the future.
Tool	Processes the datum, rate of change and projection to produce the plots or tables that describe how sea level will change in the future (e.g. USACE Sea Level Change Curve Calculator).

GROUP COMPOSITION

Recommended Citation

Climate Science Advisory Panel. 2019. Recommended Projections of Sea Level Rise for the Tampa Bay Region (Update). 19 p.

Lead Authors

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Contributors

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Graphics

Carla Mitchell (Pinellas County)

APPENDIX L

GOVERNANCE OF THE LMS WORKING GROUP

ARTICLE I. PURPOSE OF LMS WORKING GROUP

The Manatee County Board of County Commissioners, Local Mitigation Strategy (LMS) Work Group is responsible for maintaining current the LMS in accordance with Chapter 9G-22.004 and 9G-22.005 of the Florida Administrative Code. The LMS Work Group will develop a comprehensive planning document intended to reduce or attempt to eliminate the loss of life, property and economic vitality in the event of a natural, man-made, or technological disaster; to be formally adopted by local government officials, County Commissioners, and incorporated jurisdictions within the county for eligibility to pre-disaster mitigation funding and federal disaster relief. The LMS Work Group will develop, promote, update, and maintain a comprehensive plan for hazard mitigation which will be intended to accomplish said purpose.

ARTICLE II. MEMBERSHIP

Participation in the LMS Work Group is voluntary by all entities. Membership in the LMS Work Group is open to any person except for those not associated with a formed jurisdiction or organization. Active members are those persons whom have attended at least half of the previous year's meetings. Only active members will be allowed to participate in the decision making of the LMS Work Group.

Establishment of an LMS Work Group including participants, organizational structure and eligibility are authorized by Chapter 9G-22.004 and 9G-22.005 F.A.C. These rules are authorized under Chapter 252 F.S.

The LMS Work Group encourages organizations, community stakeholders and other agencies, listed in Chapter 9G-22.004 and 9G-22.005 F.A.C. above, to demonstrate their participation by endorsing the LMS Work Group by letter and participating in Work Group meetings.

ARTICLE III. ORGANIZATIONAL STRUCTURE

A. Officers:

The organizational structure of the LMS Work Group shall consist of a Chair and Vice Chair. The Chair will be a staff member of the Manatee County Division of Emergency Management and appointed by the Manatee County Division of Emergency Management Chief with suggestion from the workgroup. The Vice Chair will be selected by the Chair, with additional officers appointed as needed. Any active member of the LMS Work Group is eligible for selection as an officer. The Chair of the LMS Work Group will declare meetings, prepare agendas, and preside at each meeting of the LMS Work Group, as well as establish permanent or temporary Committees when necessary and assign personnel to them.

The Vice Chair will fulfill the duties and responsibilities of the Chair in his or her absence. The Vice Chair will serve a term of one calendar year beginning January through December and be eligible for re-selection. Selection for officers of the subsequent term will occur during the 4th quarter meeting of each calendar year.

In the event the Chair is no longer a staff member of Manatee County Division of Emergency Management, the Vice Chair shall assume the position for the interim until said time the Chief of Emergency Management designates a new Chair.

B. Committees:

A permanent or temporary Committee and their members may be established at any time for special purposes by the LMS Work Group and the Chair. All members of the Committee (s) may vote regardless of their jurisdiction or organizational membership. Committees serve at the pleasure of the Chair and the LMS Work Group and must report on projects on a quarterly basis. If there is a lack of action from committees, the LMS Workgroup will take on such duties of each committee. All decisions/outcomes from a committee will be approved, denied, or amended by the LMS Work Group.

C. Staffing:

Manatee County Government will provide staff support to the LMS Work Group, Chair and any Committee created by the Chair. This support shall include technical and clerical support as necessary for the benefit of the LMS Work Group. Other jurisdictions and organizations may also provide such services on a voluntary basis upon request of the chair of the LMS Work Group.

ARTICLE IV. RESPONSIBILITIES

All responsibilities of the LMS Work Group shall be as specified by Chapter 9G-22.004 and 9G-22.005 F.A.C These rules are authorized under F.S. 252.

The LMS Work Group will be responsible for oversight and coordination of all actions and decisions by each Committee formed and are solely responsible for formal actions in the name of the Committee, including the release of reports, development of resolutions, issuance of position papers, and similar activities. The LMS Work Group makes assignments to the Committee, coordinates their work and takes action on their recommendations. All duties described above are within the supervision of the LMS Work Group Chair.

A. Notice Requirements:

The LMS Work Group will encourage the public to participate in the planning process. The LMS Chair will inform the public about the activities of the LMS Work Group subject to the notice requirements of Chapter 286 F.S. and the Rules of Procedures of the Board of County Commissioners. in accordance with Chapter 286 F.S. Unless otherwise required by State Law, notice shall be provided no less than ten (10) days prior to the date of the meeting.

ARTICLE V. ACTIONS BY THE LMS WORKING GROUP

A. Authority of Actions:

The LMS Work Group active members have final authority regarding decisions and or actions to the LMS.

B. Meetings, Voting and Quorum:

Meetings of the LMS Work Group including all Committee groups will be conducted in accord with Robert's Rules of Order, if and when deemed necessary by the Chair of the meeting. Regular meetings of the LMS Work Group will be scheduled quarterly unless there is a lack of action. Cancelation for lack of business will comply with public notification requirements in accordance with Article IV. Committee groups, then assigned by the LMS Work Group, will meet as necessary.

Each active member as defined in Article II, shall cast one vote for each action in the LMS Work Group Meeting, except for those votes involving mitigation initiatives project prioritization for grants. During the mitigation initiatives project prioritization voting process, each jurisdiction and/or organization shall cast one vote except for Manatee County Departments which shall be permitted to cast one vote per department. Those jurisdictions, organizations or county departments with mitigation initiative projects being prioritized shall abstain from voting on their projects. Voting must be done in person while attending an LMS Work Group meeting. Proxy voting is not allowed. However, each active member may designate an alternate who may vote in the absence of the regular active member. Such alternate members must be permanent alternates and so designated to the Chair in advance of the meeting at which they will vote. Each jurisdiction or organization must provide a list and maintain any revisions of the active and alternate members to the LMS Work Group. Active and alternative member lists must have at least the position title and name if available.

All final actions and decisions made by the LMS Work Group will be by affirmative vote of a quorum of the active members. A quorum consists of a minimum of five (5) voting members in attendance.

The Chair, or Vice Chair in his or her absence, will only cast a vote to break a tie vote.

C. Special Meetings:

Special meetings and any possible voting may be conducted under administrative emergency situations or when other extenuating circumstances judged necessary by both the Chair and Vice Chair of the LMS Work Group. If extenuating circumstances occur and it is impossible for the LMS Work Group to meet together in one location, it is acceptable to meet via conference call, the web or other methods available at that time. All special meetings shall be conducted in accordance with Chapter 125 F.S. under emergency situations including any waivers of Article IV, Notice Requirements.

D. Public Hearings:

When required by statute or the policies of Manatee County Board of County Commissioners or when deemed necessary by the LMS Work Group, a public hearing regarding actions under consideration for implementation by the LMS Work Group will be held in accord with Chapter 125 F.S. for public hearings.

E. Documentation of Actions:

All meetings minutes and other forms of action by the LMS Work Group and any Committees will be documented and made available for inspection by the public as provided by Chapter 119 F.S.

Meeting minutes will be prepared by the Vice Chair and distributed by the Chair to the attending members for approval. Meeting minutes will be approved during the following regular meeting. Upon approval by the attending active members, the Chair will ensure the meeting minutes are recorded with the Manatee County Public Records Office.

ARTICLE VI. ADOPTION OF AND AMENDMENTS TO

The Bylaws of the LMS may be adopted and/or amended by a two-thirds vote of the active members present, during a regular meeting. All proposed amendments to the Bylaws will be provided to each member of the LMS Work Group not less than thirty (30) working days prior to a vote.

ARTICLE VII. DISSOLVEMENT OF THE LMS WORKING GROUP

The LMS Work Group may be dissolved by the affirmative vote of two-thirds of the active members of the LMS Work Group and/or by instruction of the Manatee County Board of County Commissioners. When the LMS Work Group terminates activity; all remaining documents, records, equipment and supplies belonging to the LMS Work Group will be transferred for disposition to Manatee County Board of County Commissioners who is responsible for the Local Mitigation Strategy per Chapter 9G-22.004 and 9G-22.005 F.A.C. and specific authority F.S. 252.

RESOLUTION R-25-162

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA; ADOPTING THE MANATEE COUNTY LOCAL MITIGATION STRATEGY PLAN (LMS)

WHEREAS, Manatee County is located in an area that is vulnerable to natural and man-made disaster;

WHEREAS, Manatee County supports efforts to make our community more disaster-resistant, thereby reducing the costs of disaster, preventing or mitigating their impact to our residents and reducing time needed for recovery;

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster-resistant community;

WHEREAS, the Local Mitigation Strategy is scheduled for adoption every five (5) years hereafter, per stipulations set forth in the Disaster Mitigation Act of 2000, Public Law 106-390 (aka DMA2K) by the Federal Emergency Management Agency (FEMA); and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, as follows:

SECTION 1. APPROVAL OF THE 2024 LOCAL MITIGATION STRATEGY PLAN. The Board hereby approves the 2024 Manatee County Local Mitigation Strategy developed by the LMS Working Group:

Exhibit (I) — Manatee County Local Mitigation Strategy Plan 2024 Update

SECTION 2. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

DULY ADOPTED, with a quorum present and voting, this 19th day of August, 2025.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Executive Director

July 21, 2025

Matthew Myers, Emergency Manager Chief
Manatee County Emergency Management
2101 47th Terrace E
Bradenton, FL 34203

Re: Manatee County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Chief Myers,

This is to confirm that we have completed a State review of the Manatee County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Manatee County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Manatee County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Manatee County, Unincorporated
City of Anna Maria Island
City of Bradenton
City of Bradenton Beach
City of Holmes Beach
City of Palmetto
Town of Longboat Key

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Manatee County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Mitchell Budihas at mitchell.budihas@em.myflorida.com or 850-524-4195

Respectfully,

Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2025.07.24 10:54:52 -04'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/mb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 27, 2025, City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the August 27, 2025, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 27, 2025, City Council meeting.

ATTACHMENTS:
08-27-2025 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

August 27, 2025
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, August 27, 2025.

Present: Councilwoman Ward I Jayne Kocher; Councilman Ward III Kemp Schuessler; Vice Mayor Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

Councilwoman Ward II, Marianne Barnebey, was excused.

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

The pre-meeting invocation was led by Councilwoman Jayne Kocher.

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

Mayor Gene Brown called the meeting to order at 8:31 a.m.

PROCLAMATIONS: None

PRESENTATIONS:

a) Legislative: Florida Department of Transportation (FDOT) – Bradenton Palmetto Connector

Michelle Rutishauser, FDOT Project Manager, presented an overview on the Bradenton Palmetto Connector, which included the original corridors and corridors to be further considered, traffic studies that were completed, and the development of Conceptual Improvement Plans, and stated the current focus was to maximize the benefits of improvements to existing roadways. She concluded that a public workshop was scheduled for early 2026.

Imran Ghani, FDOT Consultant, presented an overview of traffic analysis, which included identifying current traffic patterns, travel demand forecasting, and analyzing 20 improvement scenarios on multiple corridors. Mr. Ghani announced that analysis showed that 47% of traffic downtown was through traffic.

Gail Woods, Consultant Project Manager, presented a comparison matrix for 2045 traffic demand.

Ms. Rutishauser concluded that they would continue presenting to the City of Bradenton, the City of Palmetto, and Manatee County elected officials. She reiterated the next public workshop was scheduled for early 2026.

CITIZEN COMMENTS:

Linda Graumann, 4 Oak Street, requested a copy of the presentation.

Barbara Person-Tersingi, 13 Columbia Street, felt the presentation may ease residents' anxiety about the project.

CONSENT AGENDA:

a) City Administration: Resolution 25-56 - Citywide Law Enforcement Strategic Operations and Emergency Operations Specialist Supervision During Emergency Declarations and Operations Policy
b) City Administration: Resolution 25-73 - Contract and Document Management Policy and Procedures
c) Clerk: Minutes from the May 21, 2025, City Council Workshop
d) Clerk: Minutes from the June 18, 2025, City Council Workshop
e) Clerk: Minutes from the July 22, 2025, City Council Workshop
f) Clerk: Minutes from the July 30, 2025, City Council Budget Workshop
g) Fire: Interlocal Agreement (ILA) with Manatee County for Emergency Dispatch Services
h) Information Technology: Sarasota County Technology Service Agreement
i) Police: Agreement with Florida High School for Accelerated Learning for School Resource Officer (SRO) Services
j) Police: Budget Adjustment BA25-09
k) Public Works & Utilities: Grant Agreement L0150 with the Florida Department of Environmental Protection (FDEP) for the Lift Station 08 Relocation Project
l) Public Works & Utilities: Grant Agreement L0153 with the Florida Department of Environmental Protection (FDEP) for the Water Reclamation Facility Equalization Tank Project
m) Public Works & Utilities: Utility Easement at 2905 59th Street West - Public Safety Operations Center (PSOC)
n) Public Works & Utilities: Water Main Improvements Change Order No. 3 - Ward 5
o) Public Works & Utilities: Work Assignment for Sanitary Pipe Lining at 59th Street West and Cortez Road West - Ward 1
p) Public Works & Utilities: Work Assignment for Water Main Improvements on 13th Avenue West and 2nd Street West - Ward 5
q) Public Works & Utilities: Work Assignment for Sanitary Pipe Lining on LS23A - Ward 1
r) Purchasing: Agreement PB-25-041NT with SAG Cocoa, LLC. D/B/A Cocoa Ford
s) Purchasing: Contract for Fire Station #2 Mast Arm Fabrication and Installation with Traffic Management Solutions, LLC
t) Purchasing: Contract for RFP-25-023MK for Asphalt Repair and Replacement Services with Southern Striping Solutions, LLC DBA Collier Paving & Concrete
u) Purchasing: Notice of Recommended Award (NORA) for IFB 25-026MK Concrete Repair and Replacement Services
v) Purchasing: Second Contract Extension of RFP 23-010EJ with Stantec Consulting Services, Inc.
w) Purchasing: Term Contract for Pavement Marking and Striping Services with McShea Contracting, LLC.

MOTION TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEM V was made by Councilwoman Kocher and seconded by Vice Mayor Gonzalez Moore. The motion passed 4-0. Councilwoman Barnebey was excused.

Robin Singer, Planning and Community Development Director, explained that there were changes that staff made to the report after speaking with councilmembers. She felt that the final report would be finished with the vision that was discussed with the community.

MOTION TO APPROVE ITEM V WITH THE STIPULATIONS THAT ADMINISTRATION AND PLANNING STAFF WOULD FACILITATE THE COMPLETION OF THE REPORT WITH STANTEC CONSULTING SERVICES, INC. TO INCLUDE REVIEW, CITY COMMENTS, PREFACE, AND EPILOGUE, AND ANY FUTURE EXPENDITURES WOULD BE LIMITED TO $5,000 was made by Councilwoman Kocher and seconded by Councilwoman Coachman. The motion passed 4-0. Councilwoman Barnebey was excused.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

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

a) Event Review Committee: Bradenton Riverwalk Half Marathon 10K and 5K

Kelly Thomas, Event Review Committee Coordinator, explained that the Florida Department of Transportation (FDOT) mandated that road closures could not be included on the Consent Agenda and required a separate motion. She explained that the event would contain three races: a half marathon, a 10k, and a 5k.

MOTION TO APPROVE THE BRADENTON RIVERWALK HALF MARATHON 10K AND 5K EVENT was made by Vice Mayor Gonzalez Moore and seconded by Councilman Schuessler. The motion passed 4-0. Councilwoman Barnebey was excused.

c) Public Works & Utilities: The Metropolitan 2A and 2B Solid Waste Concierge Service

Marshall Gobuty, the developer for The Metropolitan 2A and 2B, announced the new phases was a new workforce housing development of 14-unit multifamily apartments with a proposed net zero energy footprint. To meet the net zero requirements on a small parcel, he requested concierge service for solid waste collection. He said the request was for Affinity Waste Solutions to collect waste every day and deliver it to the Metropolitan across the street.

MOTION TO APPROVE THE SOLID WASTE MANAGEMENT PLAN FOR THE METROPOLITAN 2A AND 2B was made by Councilwoman Coachman and seconded by Councilwoman Kocher. The motion passed 4-0. Councilwoman Barnebey was excused.

b) Public Works & Utilities: East Bradenton Park Improvements – Manatee County Proposal

Rob Perry, City Administrator, explained that Manatee County was in the process of making park improvements to Eastside Park on 13th Street East behind Tropicana. He said that they planned to remove the pool and install a splash pad, and the baseball field would be replaced with a football field. He said County representatives requested 90 parking spaces in the right-of-way to accommodate parking at the facility.

Mayor Brown and Councilwoman Coachman requested to table the discussion because there were recent changes to the renovation plan.

MOTION TO TABLE THE EAST BRADENTON PARK IMPROVEMENTS PROPOSAL was made by Councilwoman Coachman and seconded by Vice Mayor Gonzalez Moore. The motion passed 4-0. Councilwoman Barnebey was excused.

Mr. Perry presented an emergency procurement report that included a temporary equalization tank at the Wastewater Treatment Plant, repairs at one of the holding tanks, and purchases related to the relocation of Lift Station 13.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilman Schuessler said as Labor Day approached, he wanted to show appreciation for the hard work and dedication of City staff. Because the holiday was a busy travel time, he urged everyone to stay safe and enjoy their time with family and friends.

Vice Mayor Gonzalez Moore voiced concerns with the overgrowth of the medians in Ward 3 and said she planned to speak to Code Enforcement about a sweep of the area. She was pleased to announce that she attended the Florida League of Cities Conference August 14 to 16, 2025, and that the Tampa Bay Regional Planning Council planned to host the 2026 Regional Resiliency Summit in Manatee County again.

Councilwoman Coachman announced that school is back in session and urged everyone to be safe.

Councilwoman Kocher announced that the Florida Housing Finance Corporation has just announced the Hometown Heroes Program, which offers very good programs for people looking for home loans.

Councilwoman Kocher said her heart was heavy after seeing the art being removed from the roads; however, she said the City was committed to following the state law. She announced that there was an ongoing issue with a shopping center that had a wall that was destroyed and that served as a buffer for Village Green. She understood the developer would be coming before the Council to offer a solution.

Mayor Brown spoke proudly about Councilman Love's funeral. He explained the directive to remove street and sidewalk art came from the state, and the City had until September 4, 2025, to comply or risk losing major funding.

DEPARTMENT HEAD REPORTS:

Chief Geer announced that the final punch list for Fire Station 2 was scheduled for September 9, 2025, and said the grand opening would be held sometime in October.

Chief Cramer announced that a promotion ceremony for 11 officers would be held at the Chips Shore Historical Courtroom at 2:00 p.m., with a reception to follow at the Manatee County Chamber of Commerce.

The meeting was adjourned by Mayor Gene Brown at 10:48 a.m.

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

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 11, 2025, City Council Budget Hearing

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the September 11, 2025, City Council Budget Hearing.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the September 11, 2025, City Council Budget Hearing.

ATTACHMENTS:
9-11-2025 City Council Budget Hearing Minutes

CITY OF BRADENTON

CITY COUNCIL BUDGET MEETING MINUTES

September 11, 2025
5:01 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 5:01 p.m. on Thursday, September 11, 2025.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Kemp Schuessler; and Vice Mayor Ward IV Lisa Gonzalez Moore.

Councilwoman Ward V, Pam Coachman, was excused.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Brian Thiers, Assistant Police Chief; Tim Geer, Fire Chief; Irvin Lee, Public Works and Utilities Director; Robin Singer, Planning and Community Development Director; Nilsa Taylor, Administrative Services Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

Mayor Brown called the meeting to order at 5:01 p.m.

Tamara Melton, City Clerk, read the following for the record:

- The name of the taxing authority: City of Bradenton
- The rolled-back rate: 5.6058
- The percent increase over the rolled back rate: 1.86%
- The millage rate to be levied: 5.7101

RESOLUTION 25-87 - FIRST PUBLIC HEARING
A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND PROVIDING FOR THE DISBURSEMENT OF FUNDS ARISING FROM SAID LEVY; ALSO, THE DISBURSEMENTS OF CERTAIN OTHER FUNDS.

RESOLUTION 25-88 - FIRST PUBLIC HEARING
A RESOLUTION ADOPTING THE BUDGET; AND SETTING REVENUES AND MAKING APPROPRIATIONS FOR CITY OF BRADENTON, FLORIDA FOR THE FISCAL YEAR 2025-26; AND PROVIDING AN EFFECTIVE DATE.

The public hearing was opened for both resolutions. Those that wished to speak were invited to the podium and no one came forward.

CLOSING REMARKS: None.

Mayor Brown adjourned the City Council meeting at 5:03 p.m.

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

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bishop Gala Road Closure

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations:

- Barricades will be provided by event sponsor.
- 4 Bradenton Police Department Extra Duty Officers scheduled throughout the day to monitor the roadway area.
- Compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Bishop Museum is requesting permission to do a road closure on 10th Street West in front of the museum area. They will be hosting their annual gala and want to use the roadway for valet parking and pedestrian safety. The event will be held entirely on Bishop's property. This is for the road closure portion only.

The event will have an expectation of 350 guests and will be held on November 1, 2025.
Roadway will be closed from 10:00 a.m. to midnight.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve application with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

— Late Application —

bradenton

SPECIAL EVENT PERMIT APPLICATION

Street Closure Only

Application Information

Organization Name: The Bishop Museum

Date of Application: 9 8 25

Contact Name: Mark Schroeppel

Contact Phone 1: 941 724-6981 941 9246981

Contact Email: mschroeppel@BishopScience.com

Contact Phone 2:

Address: 201 10th Street W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Bishop Museum Gala

Event Date: 1 Nov 2025

Purpose of Event: Annual Gala and fundraiser

Description of Event: Evening event, with dinning, Valet Parking music, dancing + alchol

Event Location: 201 10th Street West, Bradenton FL 34205

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):	

Event hours at Bishop only

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	30 Oct - ~~31 Nov~~ 31 Oct	~~Friday - Sat~~ Thur - Fri	8AM	5 PM	20 Bishop only
Event Day 1	1 Nov 2025	SAT	10AM	12PM	350 Bishop Event
Event Day 2					
Event Day 3					
Break Down	2-4 Nov	Sun - Mon	8AM	5PM	20 Bishop only

Number of years event has been held: 11

Past Attendance: 350

11/1/25

Road closure will be 10am - midnight.

(~~03~~/2022)

– Street closure only –

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

at Bishop

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: Commercial

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

Will gas equipment be used? Yes (No) Type of fuel source: B-B cue Grill

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Before arrival on Site

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment Food trucks delivering food only.

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.

Live Band + related equipment at Bishop property.

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.

Dancing, Silent Auction, Music

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes (No)

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

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

Name of Requestor: MARK T. Schroeppel

Name of Organization: The Bishop Museum

Street Address: 201 10th Street West

City: Bradenton State: FL Zip: 34205

Telephone: 941 724 6981 Email: mschroeppel@bishopscience.org

Name of Event: Bishop Annual Gala

Start Date: 1 Nov 2025 End Date: 1 Nov 2025 Start Time: 10AM End Time: 12PM

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

To close portion of 10th Street West

- Close the portion of 10th St West between 3rd Ave West and 1st Ave West.
- Leaving access to the City Central parking garage and the museum's small parking lot.
- To close 10th Street (directly in front of museum) from 10AM - 12PM 1 Nov 25
- 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:

Request Barricades at both ends of the closed-off roadway. From 10 am to 12 PM.

(03/2022)

Rental Contract

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

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

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

I, MARK T. Schroeppel, applicant/event organizer for The Bishop Museum Annual Gala (event), scheduled for (date&hours), 1 Nov 2025, from 10AM to 12PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Road closure only

Mark T Schroeppel
Signature of Applicant/Event Organizer

Bishop Museum
Organization

MARK T. Schroeppel
Typed or Printed Name and Title

9.8.25
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
Organization

Bonnie E. Goodman
Typed or Printed Name and Title

9/8/25
Date

(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...
11/1/25
Road closure Only
Bishop
Museum

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: CS&L Annual Audit Engagement Letter

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
CS&L performs the City's annual external audit. This engagement letter authorizes them to move forward with the September 30, 2025, audit process.

FINANCIAL IMPACT:
Expenses will not exceed $102,800 and was included in the budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve engaging CS&L for the September 30, 2025, audit process.

ATTACHMENTS:
CS&L Engagement Letter

July 21, 2025

City of Bradenton
101 - 12th Street West
Bradenton, Florida 34205

We are pleased to confirm our understanding of the services we are to provide the City of Bradenton, Florida (the "City") for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2025.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual – General Fund
3. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual – Major Special Revenue Fund – State Housing Initiatives Partnership Program (SHIPP) Fund
4. Firefighters' Pension Plan
    a. Schedule of Changes in the City's Net Pension Liability and Related Ratios
    b. Schedule of Employer Contributions

    c. Notes to the Schedule of Contributions
5. Police Officers' Pension Plan
    a. Schedule of Changes in the City's Net Pension Liability and Related Ratios
    b. Schedule of Employer Contributions
    c. Notes to the Schedule of Contributions
    d. Schedule of Investment Returns
6. Florida Retirement System – FRS Pension Plan
    a. Schedule of Changes in the City's Proportionate Share of Net Pension Liability and Schedule of Contributions
7. Florida Retirement System – Health Insurance Subsidy
    a. Schedule of Changes in the City's Proportionate Share of Net Pension Liability and Schedule of Contributions
8. Notes to Required Supplementary Information – FRS/HIS
9. Post-Employment Benefits Other Than Pension
    a. Schedule of Changes in the City's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards and State Financial Assistance
2. Schedule of Revenues and Expenditures – Budget and Actual – General Fund
3. Combining Balance Sheet (Non-major Governmental Funds)
4. Combining Statement of Revenues, Expenditures and Changes in Fund Balances (Non-major Governmental Funds)
5. Schedules of Revenues, Expenditures and Changes in Fund Balances - Budget (GAAP Basis) and Actual – Special Revenue Funds (as listed in the Table of Contents)
6. Schedules of Revenues, Expenditures and Changes in Fund Balances - Budget (GAAP Basis) and Actual – Debt Service Funds (as listed in the Table of Contents)
7. Schedules of Revenues, Expenditures and Changes in Fund Balances - Budget (GAAP Basis) and Actual – Capital Projects Funds (as listed in the Table of Contents)
8. Combining Statement of Net Position (Internal Service Funds)
9. Combining Statement of Revenues, Expenses and Changes in Net Position (Internal Service Funds)
10. Combining Statement of Cash Flows (Internal Service Funds)
11. Combining Statement of Fiduciary Net Position (Fiduciary Funds)
12. Combining Statement of Changes in Fiduciary Net Position (Fiduciary Funds)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially

misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory Section
2. Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs/state projects and an opinion (or disclaimer of opinion) on compliance with federal and/or state statutes, regulations, and the terms and conditions of federal awards/state financial assistance that could have a direct and material effect on each major program/state project in accordance with the Single Audit Act Amendments of 1996; Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Florida Single Audit Act; and Chapter 10.550, Rules of the Auditor General, (as applicable).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), and will include tests of accounting records, a determination of major program(s)/project(s) in accordance with Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs/state projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by

correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

The City's basic financial statements include the Firefighters' Pension Fund as a fiduciary fund, which is audited by another auditor, Walters & Associates CPAs. Based on our assessment of Walters & Associates CPAs' capabilities and reputation, we believe we are able to make reference to their audit in our independent auditor's report over the City's basic financial statements. In making reference to Walters & Associates CPAs' audit of the City of Bradenton's Firefighters' Retirement System in our report, we will perform limited procedures based on their audited financial statements, including inquiring of the auditors and obtaining certain representations from them. Our work will be performed independent of their audit of the Firefighters' Retirement System.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and/or state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and/or Chapter 10.550, Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and/or state statutes, regulations, and the terms and conditions of federal awards and/or state assistance applicable to major programs/state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and/or the Department of Financial Services *State Project Compliance Supplement*, (as applicable), for the types of compliance requirements that could have a direct and material effect on each of the City's major programs/state projects. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs/state projects in our report on compliance issued pursuant to the Uniform Guidance and/or the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable).

Compliance with Florida Statutes

We will examine the City's compliance with Florida Statutes Section 218.415 for investments for the year ended September 30, 2025. The objectives of our examination are to (1) obtain reasonable assurance about whether the City has complied with the referenced Florida Statute; and (2) to express an opinion on that compliance in accordance with Florida Statues.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Honorable Mayor and Members of the City Council.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Florida Auditor General, the Honorable Mayor and members of the City Council, and applicable

management and is not intended to be and should not be used by anyone other than those specified parties

We will plan and perform the examination to obtain reasonable assurance about whether the City complied with the Florida Statute as referenced above, based on the State of Florida Auditor General's *Compliance Supplement for Local Governmental Entity Audits*. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the City's compliance with Florida Statutes as referenced above; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the City complied with the Florida Statute as referenced above. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and/or state financial assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award/project agreements). Your responsibilities also include identifying significant contractor relationships in which the

contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state financial assistance, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs and state programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards/state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards/state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable). You agree to include our report on the schedule of expenditures of federal awards and/or state financial assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and/or state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and/or state financial assistance that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and/or state financial assistance no later than the date the schedule of expenditures of federal awards and/or state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and/or state financial assistance in accordance with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable); (2) you believe the schedule of expenditures of federal awards and/or state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General (as applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and/or state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagement, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of

this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist determining assets and liabilities under GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* as applicable and if requested by management to do such based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the non-audit services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for any non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with these non-audit services and that you have reviewed, approved, and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of CS&L CPAs, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit

documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant granting agency or a designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CS&L CPAs, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agencies. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeff Gerhard is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $102,800 for the audit. Our invoices for these fees will be rendered monthly as work progresses and are payable on presentation.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you in advance and arrive at a new fee estimate before we incur the additional costs.

Services rendered to assist the City for leases and with implementing new accounting pronouncements will be billed separately at our regular hourly rates. The City will be required to implement GASB Statement No. 101, *Compensated Absences* effective October 1, 2024. We anticipate the cost of implementing this new standard will be $1,000.

Additionally, each lease or subscription-based information technology arrangement will be entered into LeaseCrunch. For each agreement inputted into LeaseCrunch, a separate fee of $100 per lease will be charged to the City.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. If additional work is necessary, we will discuss it with you in advance and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Hosting Services
As an attest client, CS&L CPAs, P.A. cannot store your documents, data, or records on your behalf because doing so will impair CS&L CPAs, P.A.'s independence. This is in accordance with the "Hosting Services" interpretation at ET 1.295.143 of the *AICPA Code of Professional Conduct*. The City is solely responsible for maintaining its own data and records.

Use of Portals for Transmitting Data:
CS&L CPAs, P.A. does not host any of the City's information. Suralink is used solely to transmit data and is not intended to store the City's information. The City is solely responsible for downloading any deliverables and other records from Suralink that the City wishes to retain for its own records at the completion of the engagement. If this engagement occurs over multiple years, The City should download such information at least annually.

The data and deliverables and other records will either be removed from Suralink or otherwise become unavailable to the City after the completion of this engagement.

Use of Portals for Information Exchange:
CS&L CPAs, P.A. does not host any of the City's information. Suralink is used solely as a method of transferring data and is not intended to store the City's information. Upon conclusion of the engagement, CS&L CPAs, P.A. will provide the City with a copy of the deliverables and relevant data from Suralink relating to the engagement in a mutually agreed-upon format.

The data and deliverables and other records will either be removed from Suralink or otherwise become unavailable to the City after the completion of this engagement.

Reporting

We will issue written reports upon completion of our audit of the City's financial statements and our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council. We will make reference to Walters & Associates CPAs' audit of the City of Bradenton's Firefighters' Retirement System in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement upon written notice to you.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance and/or Chapter 10.550, Rules of the Auditor General report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and/or Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Bradenton, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. CS&L CPAs, P.A. hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CS&L CPAs, P.A. further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. CS&L CPAs, P.A. hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Engagement Letter. If CS&L CPAs, P.A. has a contract terminated by a public employer for any such violation during the term of this engagement, it shall provide immediate notice thereof to the City of Bradenton, Florida.

Sincerely,

CS&L CPAs

CS&L CPAs, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bradenton, Florida.

Governance:

By: _____
Title: _____

Management:

By: _____
Title: _____

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Grant Agreement LPA0469 with the Florida Department of Environmental Protection (FDEP) for the Sanitary Sewer Lift Station Emergency Generators

SUGGESTED ACTION: Approval by City Council to enter into the grant amendment with FDEP and authorization for the Mayor to sign the agreement on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

FDEP has revised the standard language in the previously approved grant agreement to extend the agreement's expiration date to May 30, 2026.

This extension is intended to provide additional time to ensure all project deliverables are properly submitted, reviewed, and accepted by FDEP, and to allow sufficient time for final payment processing. By extending the expiration date, FDEP is ensuring that the necessary administrative and financial steps can be completed without risk of noncompliance or funding delays.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille had no objections.

SUGGESTED MOTION:
Motion to approve Amendment No. 1 to Grant Agreement LPA0469 with the FDEP.

ATTACHMENTS:
Amendment No. 1 to Grant Agreement LPA0469 with the FDEP

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0469
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. LPA0469 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Bradenton Sanitary Sewer Lift Station Emergency Generators (Project), effective October 3, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement to allow for deliverable acceptance and payment; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to May 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

3. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

4. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON

By: _____
Authorized Signature

Gene Brown, Mayor
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Thomas Montgomery, DEP Grant Manager

_____
David M. Taylor, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Revised Progress Report Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Bradenton Sanitary Sewer Lift Station Emergency Generators

PROJECT LOCATION: The Project will be located in the City of Bradenton within Mantee County; Lat/Long (27.4874, 82.5698).

PROJECT BACKGROUND: The City of Bradenton (Grantee) has multiple sanitary sewers pumping stations at locations in the city adjacent to surface water bodies, where power failures during storm events could result in raw sewage overflows. When power outages occur at these stations, portable generators are mobilized, but access to the sites can be inhibited by street flooding, increasing the chance for sewage overflows. The project will provide enhanced resiliency for the Grantee's wastewater system and assure safe and effective conveyance of wastewater to the wastewater treatment plant for full treatment during power outages and emergency conditions.

PROJECT DESCRIPTION: The Grantee will purchase three 150kW generators and one 125kW generator. Any funds remaining will pay for a portion of the installation of the generators. The remaining cost for the transfer switches and additional cost related to installation will be paid for by the Grantee's Utility Infrastructure fund.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Equipment Purchase

Deliverables: The Grantee will purchase the following equipment: three 150kW generators and one 125kW generator. The funding will not cover the installation of the generators however a portion of the funding will be applied to installation

Documentation: The Grantee will submit purchase order(s) and/or vendor invoice(s) for delivery, installation and start up (as applicable).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Equipment Purchase	Equipment	$500,000	07/01/2023	11/30/2025
		Total:	$500,000		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	$500,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Revised Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 1 for Eastside Drainage Improvements

SUGGESTED ACTION:
Approval by Council for the construction change order and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Modifications to the design adjacent to and associated with the storm system that serves Tropicana were required to complete a functional system.

FINANCIAL IMPACT:
The change order is an additional $163,145.82, approximately 6% of the value of the $2.5M construction contract. The project is funded by FDEP Resiliency Grant and ARPA funding agreements previously approved by Council. The existing funding will cover the increase in cost.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 1 for Eastside Drainage Improvements project.

ATTACHMENTS:
Change Order No. 1 for Eastside Drainage Improvements

CHANGE ORDER (CO) NO. 1

OWNER/CLIENT: City of Bradenton PROJECT NO.: 30358200-563000-22808 PROJECT MANAGER: Brian Norman

ENGINEER: WSP USA Environment & Infrastructure, Inc. PROJECT NO.: 600621 PROJECT MANAGER: Greg Corning

CONTRACTOR: Ferreira Construction PROJECT NO.: 4502 PROJECT MANAGER: Kyle Renz

PROJECT NAME: Eastside Drainage Improvements

DATE OF ISSUANCE: September 12, 2025 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
$2,376,153.10	Substantial completion (days or date): 240 Ready for final payment (days or date): 270
[Increase/Decrease] from previously approved Change Orders No._____ to No._____:	[Increase/Decrease] from previously approved Change Orders No._____ to No._____:
$0	Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$2,376,153.10	Substantial completion (days or date): 240 Ready for final payment (days or date): 270
[Increase/Decrease] of this Change Order:	[Increase/Decrease] of this Change Order:
$163,124.82	Substantial completion (days or date): 60 Ready for final payment (days or date): 60
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$2,539,277.92	Substantial completion (days or date): 300 Ready for final payment (days or date): 330

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
While the full extent was not known during design, the Tropicana storm sewer system is linked to the existing City of Bradenton storm sewer system along 13th Street E. which is being modified and replaced as part of the Eastside Drainage Project. To ensure no changes occur to the drainage of the neighboring Tropicana property, an additional 420 linear feet of pipe and 3 structures will be installed to keep the stormwater systems separate.		$163,124.82
An additional 60 days will be added to the contract time to complete the additional work, as well as to address a request by the Contractor for a schedule extension due to documented weather delays.		
TOTAL		$163,124.82

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

RFI dated 6/18/2025 and proposal dated 7/9/2025 from the Contractor for the additional work. Letter dated 8/7/2025 requesting an extension.

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

Date: _____

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.
13000 SE Flora Avenue
Hobe Sound, FL 33455
772-286-5123

CUSTOMER: City of Bradenton **DATE: 7/9/2025**

ATTENTION: Brian Norman - Public Works & Utilities **FCC JOB #: 4502**

PROJECT: Eastside Drainage Improvements **Cost Codes:**

LOCATION: 1411 9th St. W, Bradenton, FL

SCOPE OF EXTRA: Tropicana Pipe and Structure Installation

CHECK ONE:

X	Quote
	Time and Material Amount
	Backcharge

LABOR

Classification		Hours Reg.	Hours Premium	Rate Reg.	Rate Premium	Labor Cost
	Foreman	120.0	0.0	$ 45.00	$ 67.50	$ 5,400.00
	Laborer	120.0	0.0	$ 34.17	$ 51.26	$ 4,100.40
	Laborer	120.0	0.0	$ 34.17	$ 51.26	$ 4,100.40
	Laborer	120.0	0.0	$ 34.17	$ 51.26	$ 4,100.40
	Operator	120.0	0.0	$ 37.31	$ 55.97	$ 4,477.20
	Operator	120.0	0.0	$ 37.31	$ 55.97	$ 4,477.20
	Project Engineer	60.0	0.0	$ 60.00	$ 90.00	$ 3,600.00
	Superintendent	60.0	0.0	$ 80.00	$ 120.00	$ 4,800.00
	Project Manager	0.0	0.0		$ -	$ -
Total Hours		840.0	0.0			
				Total Direct Labor		$ 35,055.60

PAYROLL TAXES AND INSURANCE

	Rate	Cost
F.I.C.A.	7.65%	$ 2,681.75
Workman's Compensation Insurance	0.80%	$ 280.44
Florida Unemployment	4.72%	$ 1,654.62
Workman's Compensation Insurance	21.04%	$ 7,375.70
General Liability Insurance	3.50%	$ 1,226.95
Umbrella	2.75%	$ 964.03
	40.46%	
Total Taxes and Insurance		$ 14,183.49

LABOR FRINGE BENEFITS

Classification		Hours Reg.	Hours Premium	Rate Reg.	Rate Premium	Fringes Cost
	Foreman	120.0	0.0	$ 11.10	$ 11.10	$ 1,332.00
	Laborer	120.0	0.0	$ 11.10	$ 11.10	$ 1,332.00
	Laborer	120.0	0.0	$ 11.10	$ 11.10	$ 1,332.00
	Laborer	120.0	0.0	$ 11.10	$ 11.10	$ 1,332.00
	Operator	120.0	0.0	$ 11.10	$ 11.10	$ 1,332.00
	Operator	120.0	0.0	$ 11.10	$ 11.10	$ 1,332.00
				Total Fringe Benefits		$ 7,992.00
Total Hours		720.0	0.0			

EQUIPMENT

No.	Type	Hours	Rate	Equipment Cost
	Caterpillar 336	120.0	$ 163.08	$ 19,569.60
	Komatsu 338 Loader	120.0	$ 123.35	$ 14,802.00
	Vibratory Roller	120.0	$ 88.95	$ 10,674.00
	4 inch Pump	120.0	$ 19.65	$ 2,358.00
	Trench Box	120.0	$ 12.00	$ 1,440.00
	Crew Pickup Truck	120.0	$ 76.00	$ 9,120.00
	Total	720.0		
			Total Equipment Cost	$ 57,963.60

SUBCONTRACTORS

Total Subcontractor Cost	$ -

MATERIALS

Type	Vendor	Date	Invoice #	Qty.	UOM	Unit Price	Material Cost
Junction Box 48"	Foley	6/24/25	25-18786	3.0	EA	$ 1,423.94	$ 4,271.82
C900 16" PVC Pipe	Core & Main	6/24/25	4281596	420.0	FT	$ 51.00	$ 21,420.00
Lube 1 gal	Core & Main	6/24/25	4281596	2.0	EA	$ 27.78	$ 55.56
						$ -	$ -
							$ -
							$ -
				Total Material Cost			$ 25,747.38

MARKUP FOR OVERHEAD AND PROFIT

Overhead Markup

Direct Labor		$ 35,055.60
Labor Fringe Benefits		$ 7,992.00
Material Cost		$ 25,747.38
Equipment		$ 57,963.60
	subtotal	$ 126,758.58
Markup Percentage		8.75%
		$ 11,091.38
Subcontractors		$ -
Markup Percentage		0.00%
		$ -
Total Overhead Markup		$ 11,091.38

Profit

Direct Labor		$ 35,055.60
Labor Fringe Benefits		$ 7,992.00
Material Cost		$ 25,747.38
Equipment		$ 57,963.60
	subtotal	$ 126,758.58
Markup Percentage		8.75%
Total Profit Markup		$ 11,091.38

TOTAL TIME AND MATERIALS

Direct Labor		$ 35,055.60
Payroll Taxes and Insurance		$ 14,183.49
Labor Fringe Benefits		$ 7,992.00
Material Cost		$ 25,747.38
Overhead Markup		$ 11,091.38
Profit Markup		$ 11,091.38
Equipment		$ 57,963.60
Subcontractors		$ -
	TOTAL	**$ 163,124.82**

FERREIRA

REQUEST FOR INFORMATION (RFI)	RFI # 7	Page #

Contract No.	Job #	Contract Name:
30358200-563000-22808	4502	City of Bradenton - Eastside Drainage Improvements

Contractor's Request for Information

Requested by:	Date Requested:	Attn:
Kyle B. Renz	06/18/2025	Brian Norman - City of Bradenton

SUBJECT	Tropicana Stormwater System Improvements
SPEC SECTION	02630 Storm Drainage
DRAWINGS	C-236, C-237 & C-238

Information Requested:

On Drawings C-236 to C-238, there are 3 existing stormwater systems on the Tropicana property that are called out to be connected into the proposed City of Bradenton storm water system; GI #1 (C-236), GI #30 (C-237) & GI #24 (C-238).

Upon discussions with the City of Bradenton & Tropicana, it is not ideal to have the Tropicana inlet structures to be connected into the CoB stormwater system in case there is an incidental leak of contaminates from the processing facility.

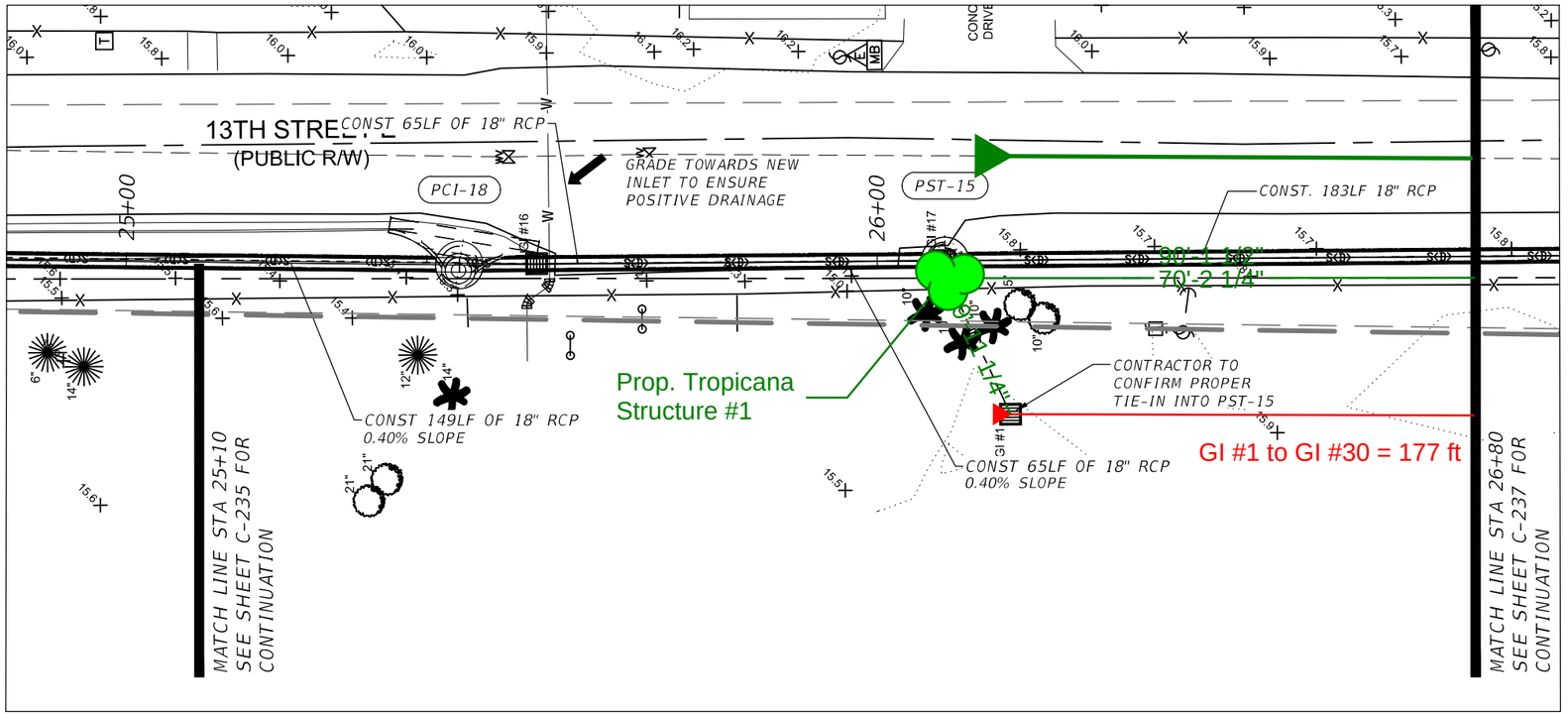
On 6/16/25, a site visit was conducted with the City of Bradenton inspector, Roy Lessig, Tropicana facility representative, AJ & Ferreira to discuss the scope of work for the change order to separate the City of Bradenton & Tropicana stormwater systems. It was determined that 410 LF of stormwater pipe will need to be installed on the City of Bradenton Right-of-Way as well as 3 manhole structures to connect the existing systems to the new system.

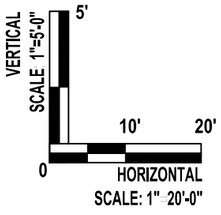
Contractor Recommendation:

In order of the above scope of work to be performed, Ferreira construction recommends the following specifications for the stormwater pipe & manhole structures.

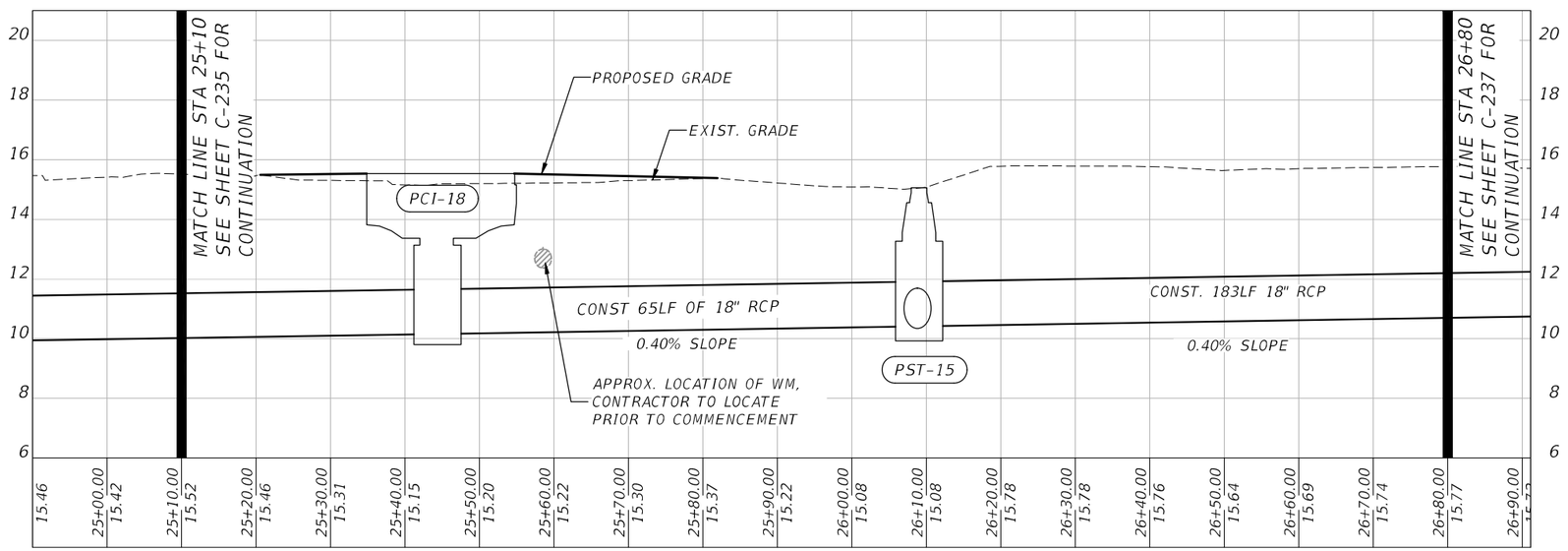
- Due to Tropicana using chemicals in their juice product processes, Ferreira suggests that 16" C900 PVC be used for the stormwater pipe.
- For the 3 proposed structures, Type C manhole boxes are suggested; not grated inlets. This will prevent sediment & brush from entering the Tropicana system.

Owner / Engineer Response:





13th Street East Alignment
17+00.00–30+10.93



LIST OF STRUCTURES:

PCI-18
CURB INLET
RIM = 15.53'
N 18" RCP INV = 10.16'
S 18" RCP INV = 10.16'

GI#1
GRATE = 12.83'
SE 12" RCP INV = 7.75'

GI#17
RELOCATED & REPLACED W/ PST-15

GI#16
RELOCATED & REPLACED W/ PCI-18

PST-15
PRECAST MANHOLE
RIM = 15.06'
N 18" RCP INV = 10.41'
S 18" RCP INV = 10.41'

SEAL

Digitally signed by Gregory W. Corning
Date: 2024.12.03 20:04:46 -05'00'

GREG W. CORNING
FL. REG. NO. 79293

REV.	DATE	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED
100%	2024-07-26	100% SUBMITTAL	T.D.	J.A.M.	T.D.	G.W.C.
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED

CLIENT
CITY OF BRADENTON
1411-9th STREET WEST
BRADENTON, FL 34205

CONSULTANT
USA ENVIRONMENT & INFRASTRUCTURE, INC.
5845 N.W. 158th STREET
MIAMI LAKES, FL 33014
PHONE: (305) 826-5588

PROJECT
CITY OF BRADENTON
EASTSIDE DRAINAGE IMPROVEMENTS

TITLE
PLAN & PROFILE

PROJECT NO.
600621

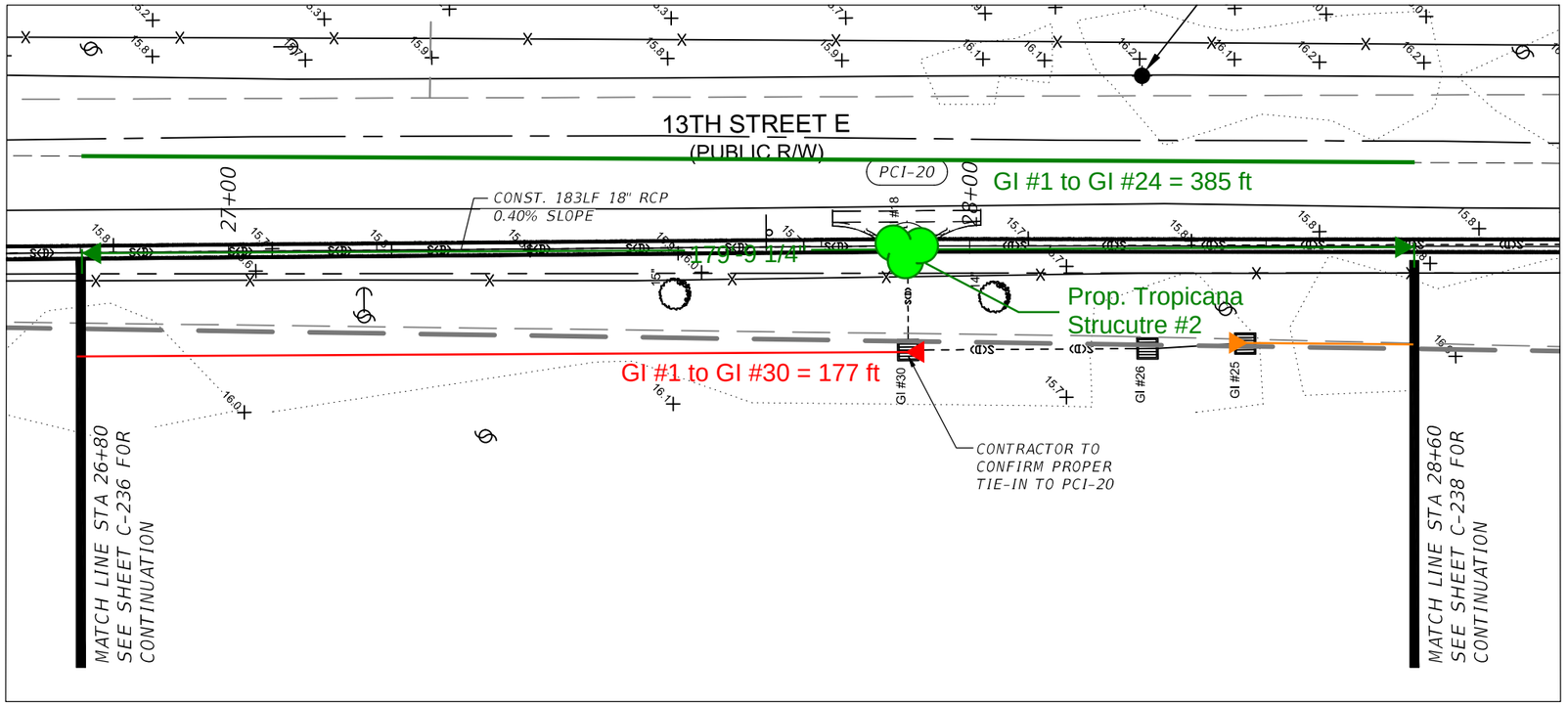
REV. 17 of 21

C236

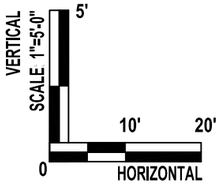
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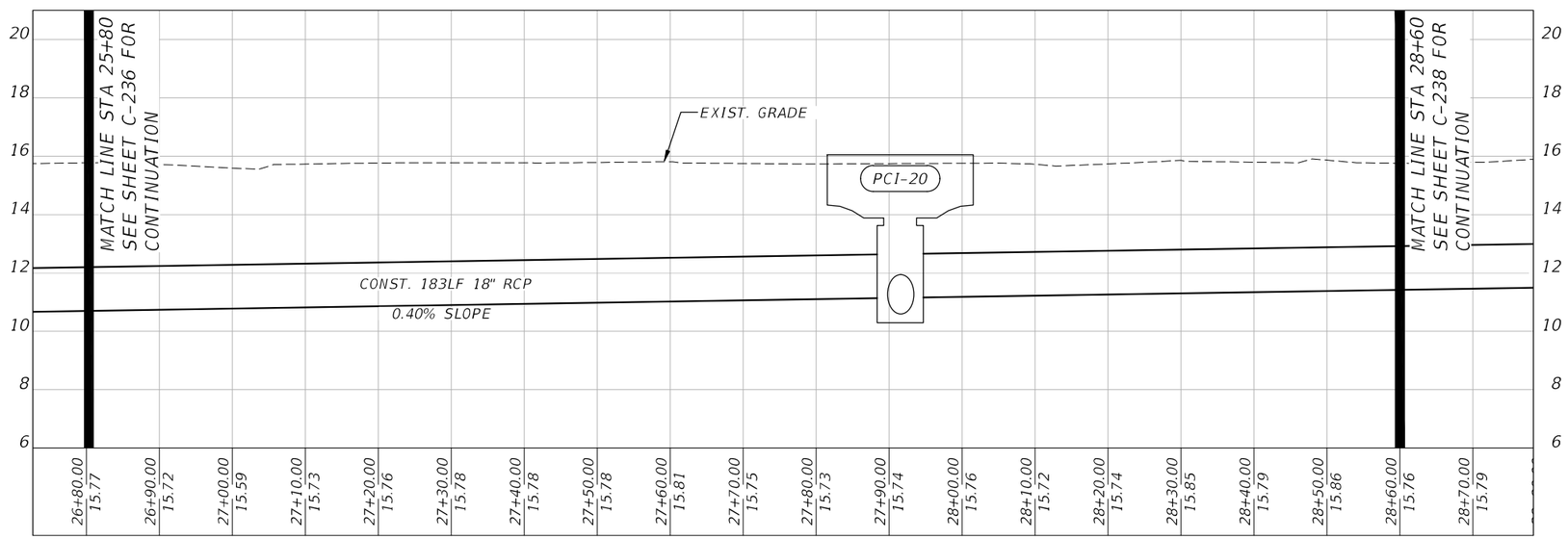
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13th Street East Alignment
17+00.00–30+10.93



LIST OF STRUCTURES:

PCI-20
CURB INLET
RIM = 16.05'
N 18" RCP INV = 11.14'
S 18" RCP INV = 11.14'

GI#18
REMOVED & REPLACED
W/ PCI-20

SEAL

Digitally signed by Gregory W. Corning
Date: 2024.12.03 20:03:46 -05'00'

GREG W. CORNING
FL. REG. NO. 79293

REV.	DATE	DESCRIPTION	PREPARED	REVIEWED	APPROVED
100%	2024-07-26	100% SUBMITTAL	T.D.	J.A.M.	G.W.C.
REV.	YYYY-MM-DD	DESIGNED	T.D.		

CLIENT
CITY OF BRADENTON
1411-9th STREET WEST
BRADENTON, FL 34205

CONSULTANT
USA ENVIRONMENT & INFRASTRUCTURE, INC.
5845 N.W. 158th STREET
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PROJECT
CITY OF BRADENTON
EASTSIDE DRAINAGE IMPROVEMENTS

TITLE
PLAN & PROFILE

PROJECT NO.
600621

REV. 18 of 21

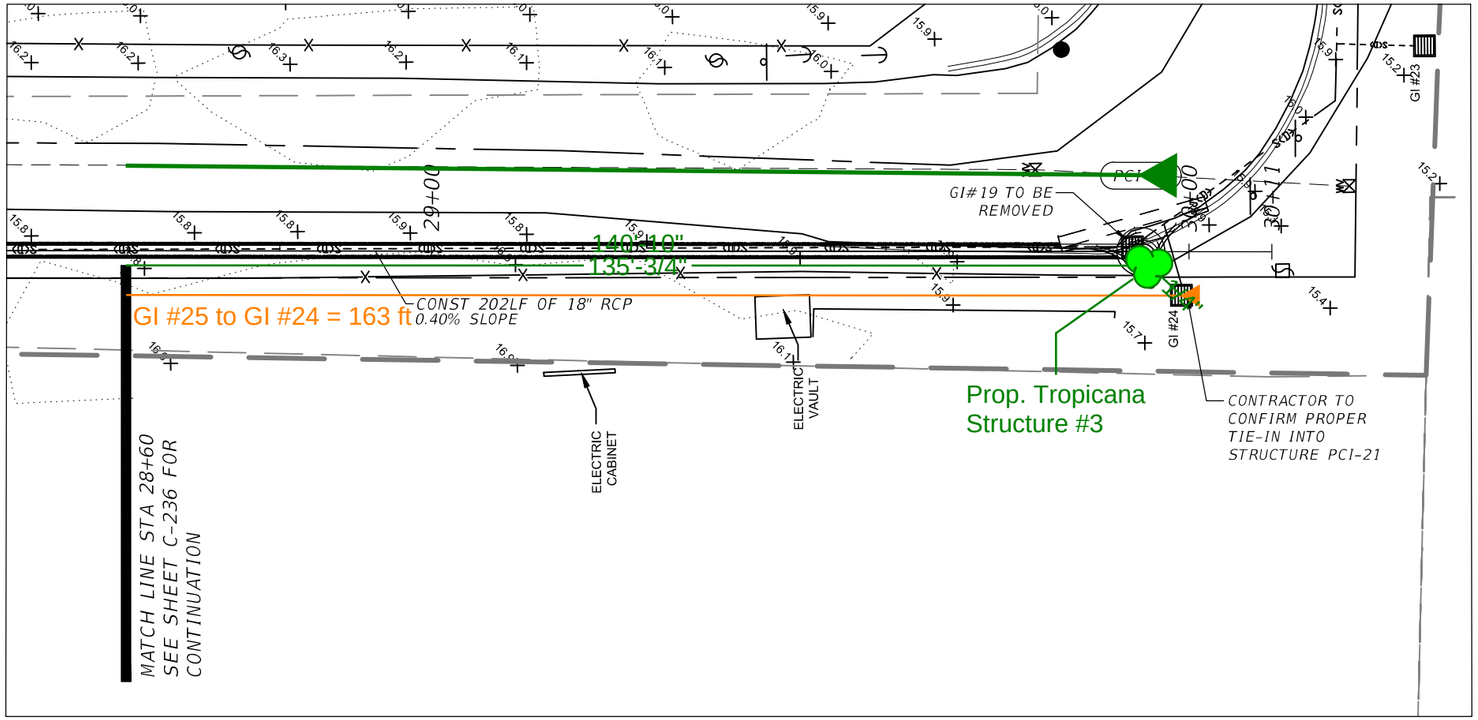
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580

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI B

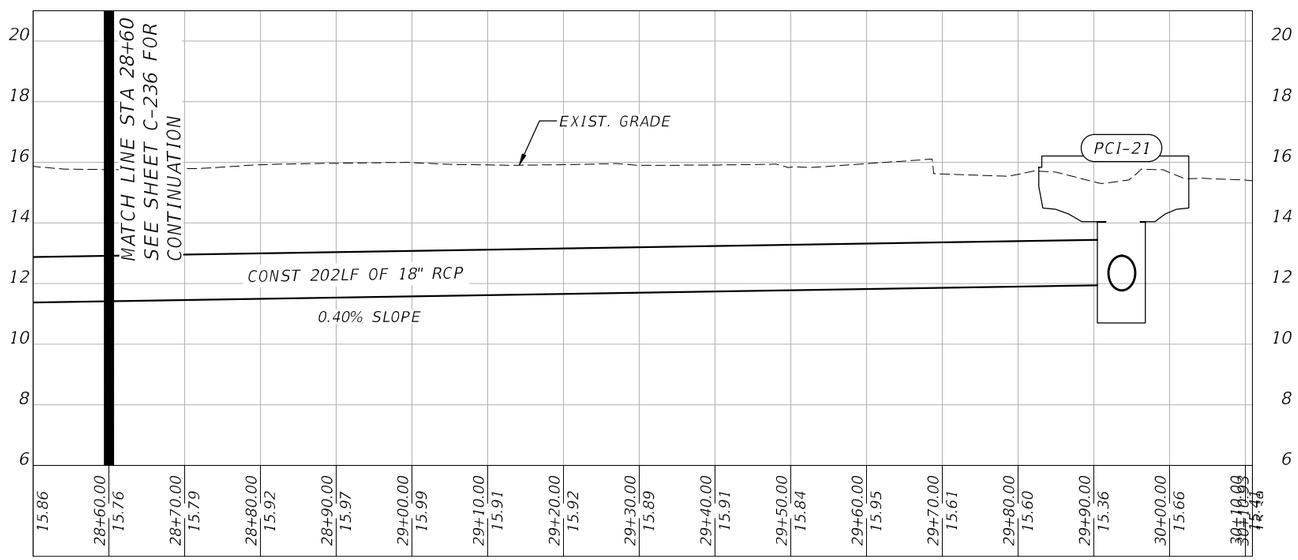
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13th Street East Alignment
17+00.00–30+10.93



LIST OF STRUCTURES:

PCI-21
CURB INLET
RIM = 16.21'
N 18" RCP INV = 11.95'

GI#19
REMOVED & REPLACED
W/ PCI-21

SEAL

Digitally signed by Gregory W. Corning
Date: 2024.12.03 20:02:48 -05'00'

GREG W. CORNING
FL. REG. NO. 79293

REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED
100%	2024-07-26	100% SUBMITTAL	T.D.	J.A.M.	T.D.	G.W.C.

CLIENT
CITY OF BRADENTON
1411-9th STREET WEST
BRADENTON, FL 34205

CONSULTANT
USA ENVIRONMENT & INFRASTRUCTURE, INC.
5845 N.W. 158th STREET
MIAMI LAKES, FL 33014
PHONE: (305) 826-5588

PROJECT
CITY OF BRADENTON
EASTSIDE DRAINAGE IMPROVEMENTS

TITLE
PLAN & PROFILE

PROJECT NO.
600621

REV. 19 of 21

C-238

581

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM: ANSI B

Path: ## | File Name: City of Bradenton_Base_FDOT (051623).dwg | Last Edited By: jose design station Date: 2024-07-27 Time:2:50:18 PM | Printed By: jose design station Date: 2024-07-27 Time:3:01:46 PM

Bid Proposal for Tropicana Plant Drainage (City of Bradenton)

CUSTOMER

FERREIRA CONSTRUCTION CO. FL
13000 SE FLORA AVE
HOBE SOUND, FL 33455

Job
Tropicana Plant Drainage (City of Bradenton)
Bradenton, FL
Manatee County
Bid Date: 06/20/2025
Bid #: 4281596

CONTACT

Sales Representative
Joel Keller
(M) 561-513-2028
(T) 561-848-4396
Joel.Keller@coreandmain.com

Core & Main
7374 Commercial Circle
Ft Pierce, FL 34951
(T) 7724665955

NOTES

Bid Proposal for Tropicana Plant Drainage (City of Bradenton)

FERREIRA CONSTRUCTION CO. FL
Job Location: Bradenton, FL
Bid Date: 06/20/2025
Core & Main Bid #: 4281596

Core & Main
7374 Commercial Circle
Ft Pierce, FL 34951
Phone: 7724665955
Fax: 7724665954

Seq#	Qty	Description	Units	Price	Ext Price
20	420	16 PVC C900 DR18 PIPE 20' BLUE GSKT PC235	FT	51.00	21,420.00
30	2	LUBE 1 GAL F/WTR/SWR PIPE	EA	27.78	55.56
				SUBTOTAL	**21,475.56**
				Sub Total	**21,475.56**
				Tax	1,338.53
				Total	**22,814.09**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

Foley Products Company
7291 Pennsylvania Street
Ft Myers, FL 33912
Phone: 239.482.7468

Newnan, GA
Winder, GA
Athens, AL
Clanton, AL
Cullman, AL
Cantonment, FL
Ft Myers, FL
Franklin, TN
Hermitage, TN
Chattanooga, TN
Lenoir City, TN
St Martinville, LA
Phoenix, AZ
Littleton, CO
Napa, CA
Winston-Salem, NC

Job Name: TROPICANA (MANHOLES)
Job #: 25-18786
Location: BRADENTON (MANATEE), FL

SALES REPRESENTATIVES
Alabama:
205.603.8635 Stephen Little
251.243.1091 Will Roberts
205.834.5278 Grant Collins
706.249.0070 Farrell Willis
706.905.0481 Will Stewart

Florida:
239.922.4088 Kathryn Moore
762.822.2895 Matt Swan
251.243.1091 Will Roberts

Tennessee:
615.982.3841 Nick Turner
615.580.9777 Taylor Shugart
972.921.6297 Adam Kusch
762.822.2728 Cooper Berry

Arizona:
602.723.6304 Russell Faucett

North Carolina:
704.748.3929 Jamie Davidson

SALES REPRESENTATIVES
Georgia:
706.326.6186 Trey Cantrell
706.326.3211 Dale Whelpley
678.832.9505 Corey Fields
615.982.4556 Mark Ramey
478.954.6749 Jay Robinson
770.286.0244 Byrom Ferrell
470.453.3826 Stanford Jones

Louisiana:
337.441.1878 Martin Reulet

Colorado:
334.350.0120 Nate Intfen
303.210.3082 Todd Kyle

California
559.994.9809 Cheryl Street

Electrical/Communication Sales:
337.441.1869 Charles Floyd

PRODUCTS FOLEY COMPANY

P.O. Box 2447

Columbus, GA 31902

Phone: (770) 251-0296
Fax: (770) 254-2223

QUOTE

Quote #: 25-18786
Order Date: 6/24/2025
BidDate: 6/27/2025

QUOTE

Quote #: 25-18786 **Terms:** Net 30 Days
Order Date: 6/24/2025

Office

Bill to: Ferreira Construction Co Inc
13000 SE Flora Ave
Hobe Sound, FL 33455

Delivery to: TROPICANA (MANHOLES)
BRADENTON (MANATEE), FL

Contact: Kyle Renz
Project Manager:

Phone : (772) 286-5123 **Fax:**
Phone : **Fax:**

Customer ID: F62207 **PO:** **ShipVia:** **Sales Rep:** KAM

FL.JB

Structure ID	Structure Type	Weight	Height	Qty	Unit Price	Structure Price/Average	Notes
MH1	Junction Box 48``	5,787	5.31'	1	$1,423.94	$1,423.94	
MH2	Junction Box 48``	5,787	5.31'	1	$1,423.94	$1,423.94	
MH3	Junction Box 48``	5,787	5.31'	1	$1,423.94	$1,423.94	
					$1,423.94	**$4,271.82**	

Total $4,271.82

Applicable taxes will be applied at time of sale.

Job Notes:

(1) ***This quotation is only valid in its entirety. Partial acceptance of this quotation is subject to an increase in pricing.***

(2) ***This Quote is hereby accepted by Customer and Customer hereby orders the Products as listed in this Quote subject to Foley Products Company's Terms and Conditions which are viewable and available at FoleyProducts.com. and are hereby incorporated as an integral part hereof and the Terms and Conditions of this Quote. In case of a conflict between any Purchase Order from Customer and Foley Products Company's Standard Terms and Conditions, notwithstanding any statement in Customer's Purchase Order which may be contrary to Foley Products Company's Terms and Conditions, Foley Products Company's Term and Conditions shall prevail.***

Customer: Name listed above
By: _____
Printed Name of Signatory: _____
Title: _____

(2) ***Foley does not accept returns.***

(3) ****Quote is valid for 60 days from date of quote. Please request pricing review after this time period.****

PRODUCTS FOLEY COMPANY

P.O. Box 2447

Columbus, GA 31902

Phone: (770) 251-0296

Fax: (770) 254-2223

QUOTE

Quote #: 25-18786

Order Date: 6/24/2025

BidDate: 6/27/2025

(4) ***This Quote is hereby accepted by Customer and Customer hereby orders the Products as listed in this Quote subject to Foley Products Company's Terms and Conditions which are viewable and available at FoleyProducts.com. and are hereby incorporated as an integral part hereof and the Terms and Conditions of this Quote. In case of a conflict between any Purchase Order from Customer and Foley Products Company's Standard Terms and Conditions, notwithstanding any statement in Customer's Purchase Order which may be contrary to Foley Products Company's Terms and Conditions, Foley Products Company's Term and Conditions shall prevail.***

Customer: Name listed above

By: _____

Printed Name of Signatory: _____

Title: _____

Date: _____

Signatory warrants and represents he/she has the authority to execute the acceptance of the Quote on behalf of the Customer.

FERREIRA

Kyle B. Renz
(813) 702-2822
krenz@ferreiraconstruction.com

August 7th, 2025

Brian Norman
Environmental Compliance Engineer
City of Bradenton Department of Public Works

Request for Schedule Extension Update – Schedule Clarification & Weather Impacts

Dear Brian,

Following our previous correspondence dated July 25th, 2025, regarding the delayed start of the Eastside Drainage Improvements project, Ferreira Construction would like to provide additional clarification and updates.

Despite initial challenges with difficulties in retaining manpower, Ferreira remains fully committed to completing the project by the original contractual deadline of November 26th, 2025. However, we respectfully request the right to seek a schedule extension should further delays arise due to circumstances beyond our control.

To date, Ferreira has accrued five (5) rain days, which have impacted field operations. In addition, the following unforeseen events have contributed to further delays:

June 20th, 2025: 1 working day lost due to a water main break on 8th Ave E

July 17th, 2025: 1 working day lost due to the Celebration of Life held at Truth Bible Church of God

August 5th , 2025: 2 working days lost due to emergency water main replacement on 8th Ave E

Considering these events, Ferreira respectfully requests a 60-day extension to the project schedule. This request includes the previously mentioned 30 days from our July 25th letter, as well as the additional working days outlined above.

This extension also accounts for any working days that may be lost due to impacts from the 2025 hurricane season, which could further affect field operations.

FERREIRA

Ferreira Construction appreciates your continued support and partnership with Ferreira Construction for the City of Bradenton's utility improvements. Please let us know if you require any further information or documentation regarding this update.

Thank you for your attention to this matter.

Sincerely,

Kyle B. Renz
Assistant Project Manager
Ferreira Construction Co.

SECTION 00945

PROPOSED CONTRACT MODIFICATION (PCM) No. 01

OWNER/CLIENT: City of Bradenton Public Works & Utilities | **PROJECT NO.:** 30358200-563000-22808 | **PROJECT MANAGER:** Brian Norman

ENGINEER: WSP USA Environmental & Infrastructure Inc. | **PROJECT NO.:** N/A | **PROJECT MANAGER:** Greg Corning

CONTRACTOR: Ferreira Construction Co. | **PROJECT NO.:** 40-4502 | **PROJECT MANAGER:** Kyle B. Renz

PROJECT NAME: City of Bradenton – Eastside Drainage Improvements

TO: Brian Norman - Project Manager - City of Bradenton Public Works & Utilities DATE: 08/07/2025

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S):

DESCRIPTION OF MODIFICATION: Formal Request for Completion Date Extension - 60 Days

REASON FOR MODIFICATION: Unforeseen delays due to weather & events out of Ferreira Construction's control.

WORK DIRECTIVE:

☐ Proceed with work immediately. ☐ Do not proceed with work until a change order is issued.

RESPONSE REQUESTED BY:

SIGNATURE

AGENDA ITEM NO. 7.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 3 for Water Reclamation Facility (WRF) Clarifier 4

SUGGESTED ACTION:

Approval by Council for the construction change order and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Several modifications were made to the original design, some as needed field adjustments, others to allow for better maintenance practices, and safety considerations. The changes were agreed upon by the City, Engineer of Record, and Plant staff prior to implementation.

FINANCIAL IMPACT:
The total for change order 3 is for $582,845.00, bringing the total of the contract to $16,665,504. The original contract price was $15,908,210.00, the change orders for this project to date are less than 5% of the original contract value and will be included in the overall SRF loan obtained for the project. Council approved the loan and construction contract in October 2023.

Change order 3 does not extend the completion time of this project.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 3 for the WRF Clarifier 4 project.

ATTACHMENTS:
Construction Change Order No. 3 for WRF Clarifier 4

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

CHANGE ORDER (CO) NO. 03

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

DATE OF ISSUANCE: 8.22.2025 EFFECTIVE DATE: Once City of Bradenton fully executes

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 15,908,210.00

Increase from previously approved Change Orders No. 00 to No. 01:

$ 174,449.00

Contract Price prior to this Change Order:

$ 16,082,659.00

Increase of this Change Order:

$ 582,845.00

Contract Price incorporating this Change Order:

$ 16,665,504.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Notice to Proceed: 10/11/2023

Substantial Completion (days *and* date): 550 days - 4/14/2025

Ready for final payment (days *and* date): 580 days -5/13/2025

Increase from previously approved Change Orders No. 01 to No. 02:

Substantial completion (days): 171 days

Ready for final payment (days): 171 days

Contract Times prior to this Change Order:

Substantial completion (days or date): 722 days – 10/2/2025

Ready for final payment (days or date): 751 days - 10/31/2025

~~Increase/Decrease~~ of this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): 0 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 722 days – 10/2/2025

Ready for final payment (days or date): 751 days - 10/31/2025

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Splitter Box Modifications and Demolition of 12-inch DAF Pipe		$108,433.00
20-inch RAS Pipe Tie-in Near Headworks		$324,706.00
Sludge Drying Beds Overflow Prevention Refinement		$5,800.00
Additional Vibration Monitoring		$10,426.00
Well Abandonment		$3,121.00
Escalation and Hurricane Milton Delays		$74,982.00
Clarifier's Rebar Modifications		$4,697.00
Direct Burial Fiber		$3,408.00
RAS Pump Station Redesign		$47,272.00
SUBTOTAL		$582,845.00

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

ATTACHMENTS
(List documents supporting change.)

Change Order Request #14 – Splitter Box Modifications and Demolition of 12-inch DAF Pipe / JE PCM - 13 Splitter Box and Oxidation Ditch
Change Order Request #22 – 20-inch RAS Pipe Tie-in Near Headworks / JE PCM 14 - 20 in RAS Tie in near Headworks
Change Order Request #26 – Sludge Drying Beds Overflow Prevention Refinement / JE PCM 15 - Sludge Drying Beds Overflow Prevention Refinement
Change Order Request #12 – Vibration Monitoring / JE PCM 10 - Vibration Monitoring
Change Order Request #19 – Well Abandonment
Change Order Request #24 – Escalation and Hurricane Milton Delays
Change Order Request #25 – Clarifier's Rebar Modifications
Change Order Request #02 - Bradenton 4th Clarifier - Direct Burial Fiber
Change Order Request #33 – RAS Pump Station Redesign / JE PCM 11 – RAS Pump Station Redesign

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: 8-26-2025

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 8.27.2025

Approved by Funding Agency (if applicable):

_____

Date: _____

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

November 8th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #14 – Splitter Box Modifications and Demolition of 12-inch DAF Pipe

City of Bradenton,

This proposal includes modifications to the splitter box, as well as the demolition and removal of a 12-inch DAF pipe, in accordance with PCM #13.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $108,433.

This proposal includes the following:

1. This price includes the additional framing, grating, handrails, concrete and rebar associated with the changes to the splitter box, the installation of a 12-inch line stop and a 12-inch MJ cap, and the demolition/removal of the existing 12-inch DAF pipe.
2. The rerouting of specified in-service or empty conduits that are conflicting with the proposed location to the splitter box. If there's not enough existing cable or conductor, the conduits will be encased along with the 24-inch effluent pipe.
3. Pricing also includes previous work performed by Poole and Kent, such as exposing electrical conduits, duct bank, and effluent pipe from digesters #1 and #2.
4. Excluded from this proposal is any additional cable or conductor needed to reroute the conduits if encasement is not an option.
5. Pricing is valid for 30 days.
6. Pricing is based on normal working hours and not any overtime.
7. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
8. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
9. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 14

Date: 11/8/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 1,424.74	$ 6,380.00
2	Rental Equipment + Tools	$ 7,300.00	
3	Suppliers & Subcontractors	$ 79,805.81	
4	Incidental/Consumables (2% of PK Labor)	$ 153.60	$1,300.00
Totals: Material Cost - Labor Hours		$ 88,684.15	$ 7,680.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	40.00	$45.00	$1,800.00
Journeyman/Foreman	36.00	$55.00	$1,980.00
Superindentant	40.00	$65.00	$2,600.00
TOTAL LABOR			$6,380.00

Suppliers		6,737.81
Labor Cost		7,680.00
Material Cost		1,424.74
Rental Equipment		7,300.00
Sales Tax	7.5%	1,159.69
Incidentals & Delivery		153.60
SubTotal		24,455.84
General Markup	15%	3,668.38
Subtotal		28,124.22
Subcontractors		73,068.00
Sub Mark Up	7%	5,114.76
Subtotal		106,306.98
Bond	1%	1,063.07
Insurance	1%	1,063.07
Final Adjustment		(0.12)
Total		$108,433.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	12" MJ Cap	$ 1,424.74	$ 1,424.74		0
					0
			$ -		
			$ -		0
			$ -		0
			$ -		0

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas	3	day	50.00	150.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment	2	Weeks	1,500.00	3,000.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Skidsteer	3	day	450.00	1,350.00
Excavator (Mini)	5	day	560.00	2,800.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
Vibration Monitor		Week	2,525.00	0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$7,300.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
MetalCraft Services	Grating,Embed, and Handrails	$ 6,737.81
	TOTAL EQUIPMENT	6,737.81

SUBCONTRACTOR	SCOPE	PRICE
Acclaim	Concrete	$ 53,748.00
Reliable Electric	Electrical	$ 9,500.00
Rangeline	12" Line Stop	$ 9,820.00
	TOTAL SUBCONTRACTORS	73,068.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	8	100.00	800.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	5	100.00	500.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$1,300.00

Acclaim Service Group

SPLITTER BOX	TOTAL	CONTRACT	PCO 14
LABOR	888	504	384
FOUNDATION/WALLS	128	64	64
SLAB	552	360	192
ENCASEMENTS	208	80	128

Project:	**Bradenton Clarifier #4**
Project Address:	201 17th Avenue West Bradenton, FL 34205
Company:	**Poole & Kent Contractors**
PM / Estimator:	Kyle Jackson
Change Order Request #:	05
Date:	11/7/2024
Acclaim Job Number:	24-0102

Description of Change:	PCM 13: Splitter box modification: labor, materials & equipment to add CIP foundation, wall, fillets,topping slab per REV 1 dated 7/9/2024 (D5, M2, S3, S3A)

LABOR

Quantity	Unit type	Description	$/unit	Cost of labor
150	Hrs	Add labor to form, pour, finish Pipe encasments	$ 42.30	$ 6,345.00
64	Hrs	Add labor to form, pour, strip, patch foundations & CIP Walls	$ 42.30	$ 2,707.20
192	Hrs	Add labor to form, pour, finish Fillets & topping slab	$ 42.30	$ 8,121.60
4056	Lbs.	Add labor to install rebar (3274 + 582)	$ 0.88	$ 3,569.28
				$ -
				$ -
		Labor Subtotal		$ 20,743.08
		Labor Burden Percentage Included in unit cost	0%	$ -
		Labor Total		$ 20,743.08

MATERIAL

Quantity	Unit type	Description	$/unit	Cost of Material
11	CY	Concrete (Foundations & walls)	$ 181.00	$ 1,991.00
23	CY	Concrete (Pipe Encasement)	$ 181.00	$ 4,163.00
7	CY	Concrete (fillets & topping slab)	$ 190.00	$ 1,330.00
1	LS	Rebar (Trinity CO #5 & #6; 3856# rebar, plus detailing)	$ 2,670.87	$ 2,670.87
1	LS	Lumber (plank, 2x4, plywood)	$ 848.00	$ 848.00
1	LS	tie wire / nails / tapcons/ curing compound/ bolsters, etc.	$ 848.00	$ 848.00
1	box	H20 Stop material & Accessories	$ 1,610.00	$ 1,610.00
31	Ea.	Epoxy material (D&E dowels) Dewalt 110+	$ 50.00	$ 1,550.00
12	Gal	Bonding Agent (fillets and topping)	$ 181.00	$ 2,172.00
1	LS	Bonding agent buckets, mixers, brushes, etc	$ 450.00	$ 450.00
2	Ea.	Drill bits (*D&E Dowels*)	$ 65.00	$ 130.00
1	LS	Repair Materials (*h20 retaining structure*)	$ 1,590.00	$ 1,590.00
		Material subtotal		$ 19,352.87
		Material Sales Tax	7.50%	$ 1,451.47
		Material Total		$ 20,804.34

EQUIPMENT / SUBCONTRACTORS / UNIT COSTS

Quantity	Unit type	Description	$/unit	Cost of E/S/U
1	week	10 K forklift	$ 1,015.00	$ 1,015.00
1	Month	Additional formwork rental (*per REV B Quote - DS/Symons*)	$ 885.00	$ 885.00
2	Days	Concrete pump (*fillets & topping slab*)	$ 1,300.00	$ 2,600.00
				$ -
		Equipment & Sub Total		$ 4,500.00

Labor Total		$ 20,743.08
Material total		$ 20,804.34
Equip./Sub/ Unit Total		$ 4,500.00
Subtotal		$ 46,047.42
Allowable OH&P	15%	$ 6,907.11
Sub-Total		$ 52,954.53
Plus Bond	1.5%	$ 794.32
GRAND TOTAL (no pennies)		**$ 53,748**

NOTE: This is the only form on which change order proposals will be accepted.

Reliable Electric

August 21, 2024 Change Order Quote: 22022-2

To: Kyle Jackson/Poole & Kent Project Manager

Project: City of Bradenton WRF Addition of 4th Clarifier Plant Modifications Associated with Injection Well

Subject: Change order Proposal for Relocating Conduits Around the Extended Splitter Box

We have Included:

- Adjust (2) ½" conduits to Clarifier Analyzer (Filtrax) to just outside the new slab
- Remove the (4) 1" spare conduits and stub them up outside the new Splitter wall
- Lower and adjust the existing 240v power feeder conduit that feeds the Analyzer Building breaker panel
- Rework the existing signal conduit and relocate the associated PVC splice box to the outside of the analyzer building wall

Not Included:

- Concrete
- Replacing/extending existing cables

Reliable Electric can provide the above electrical installation for the lump sum of $9,500.00

Breakdown:
LABOR: $8,500.00
MATERIAL: $1000.00

Sincerely,

John D. Babuka
Reliable Electric

Office: 845 Thompson Rd • Lithia, FL 33547 • Phone: 813-645-7000 • Fax: 813-654-7568

10706 N 46th Street
Tampa, FL 33617
Phone: 813-558-8700

Quotation

Quote To: Poole & Kent Contractors
TBD
Bradenton, FL
United States

Quote Number:	1911649			**Contact:**	Kyle Jackson
Quote Date:	07/12/2024	**Expires:**	08/11/2024	**Inquiry:**	
Customer:	POOLE & KENT			**Terms:**	Net 30
Salesman:	House account			**Phone:**	813-251-2438
Ship Via:	Bestway			**FAX:**	813-253-2515
FOB:	Tampa				

Item	Part Number / Description	Revision	Quantity	Price
1	649-1 Additional add ons, grating, and embed.		1	$3,497.56 /LOT
2	649-2 2-Line Guardrail		1	$3,240.25 /LOT
			Total:	***$6,737.81***

By RIVERA, PEDRO
Metalcraft Services of Tampa

FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To:
From: **Patrick Smith**
Comments:

16:20:12 AUG 20 2024

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B560309
Bid Date: 08/20/24
Quoted By: PSX

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer: POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To: POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Cust PO#: 23707-2-006

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total
DMJSCAPP4LA12	DOM 12 MJ C153 P-401 SLD CAP L/A	1	833.430	EA	833.43
E2112	12 MEGAFLANGE FLG ADPT	1	460.660	EA	460.66

Net Total:	$1294.09
Tax:	$80.65
Freight:	$50.00
Total:	$1424.74

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

Rangeline Is The Lifeline For Your Pipeline

Quote Number RTS24-679

Rangeline Group will perform the following Single Line Stop:

Quantity	Size	Pipetype	Product	Single Line Stop	Total	Line Stop Equipment Overnight charges after 7PM on 7th Day "When Equipment is on the Pipe"
1	12"	DI	Force Main	$9,820.00	$9,820.00	$500.00 Per Day, Per Line Stop

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Rangeline will provide epoxy coated line stop fittings with stainless steel hardware.
- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- When equipment is placed on the pipeline system, whether the linestop is in the main or not, per day charges will apply.
- Please allow (7 - 14 days) notice for scheduling after receipt of materials to ensure availability. Projects that require shorter lead times may incur additional charges.
- Contractor must encase each line stop fitting in concrete.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Rangeline may require a pre-construction meeting or site visit prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a $300.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.
- Rangeline will allow (3) Mobilizations/De-Mobilizations to the jobsite. Additional trips will be $350.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions #13. This includes weather related cancellations.
- Rangeline will allow each Line Stop to be left in place for (7) calendar day(s) or less. Each additional day will be charged as noted above including weekends. Limited to no more than 7 days from original quoted scope. Any days needed past the 7th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 7th day. The Change Order must be received by Rangeline prior to the 7th day.
- Stand-by charges will be billed at $200.00 per hour / per technician during normal daytime hours and $300.00 per hour / per technician during afterhours.
- Stand-by charges for equipment on the truck from portal-to-portal at $750.00/per day.

PROPOSED CONTRACT MODIFICATION (PCM) No. 13

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

TO: Kyle Jackson – Poole & Kent DATE: 07/11/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – Bradenton WRF – 4th Clarifier Plans – Sheets D5, S1 General Conditions Note 8., S3, S3A and M2

DESCRIPTION OF MODIFICATION: The contractor is requested to submit an equitable itemized proposal for the Time, Materials and Equipment needed for the installation of a 12" line stop near the existing Clarifier Splitter Box, Demolition of 12" Piping that was formerly abandoned-in-place, adjustments to the southern splitter box channel, and shifting the proposed piping to the former path of the pipeline being removed, as indicated in the updated drawings attached.

REASON FOR MODIFICATION: During construction it was discovered that a 24" pipe was in a different location than indicated on the plans, requiring the Splitter Box modifications. The Contractor noted the difficulty of installing the pipe where shown on the plans, resulting in the line stop and additional pipe demolition/removal and shifting the proposed pipe to the new location.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

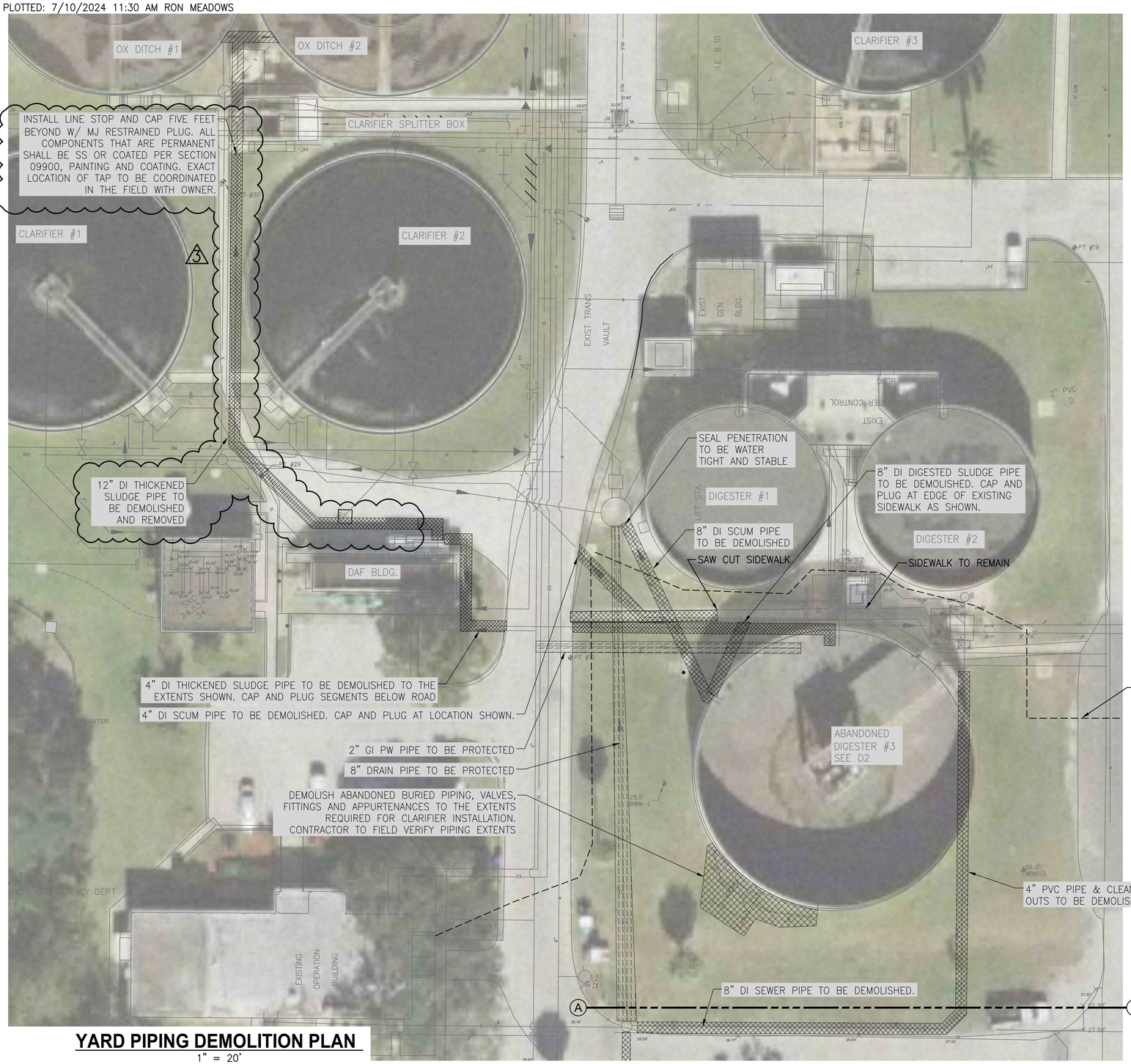
☒ Do not proceed with the work until a change order is issued.

Your response is requested by 07/31/2024

xc:

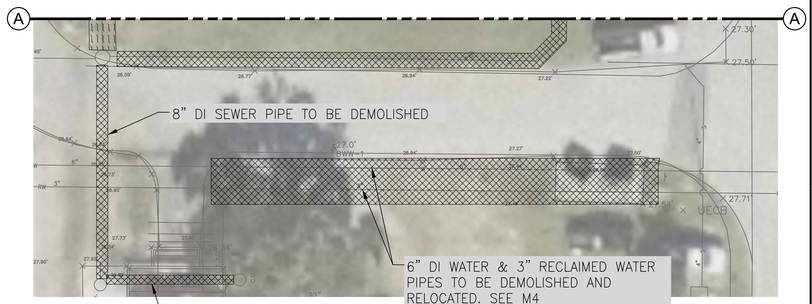
SIGNATURE: Christopher Seufert

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YARD PIPING DEMOLITION PLAN

1" = 20'



GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

N

LEGEND

- DEMOLISH AND REMOVE
- TO BE PROTECTED AND/OR RELOCATED
- ABANDON IN PLACE AND PLUG BOTH ENDS W/ NON-SHRINK GROUT
- TO BE REFURBISHED

NOTES:

1. CONTRACTOR TO DEVELOP A MAINTENANCE OF PLANT OPERATIONS (MOPO) PLAN TO KEEP THE THREE EXISTING CLARIFIERS IN-SERVICE DURING MODIFICATION AND CONSTRUCTION OF THE FOURTH CLARIFIER WEIR AND ISOLATION GATE. PLAN SHALL BE SUBMITTED TO OWNER AND ENGINEER.
2. APPROXIMATE LOCATION OF BURIED CONDUIT AND/OR FIBER OPTIC CABLE FROM DEWATERING BUILDING TO ADMINISTRATIVE BUILDING. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BEFORE DEMOLITION OR CONSTRUCTION OF NEW CLARIFIER.

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
2	JULY 2024	PCM 13	RCM	SPM
1	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

YARD PIPING DEMOLITION

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

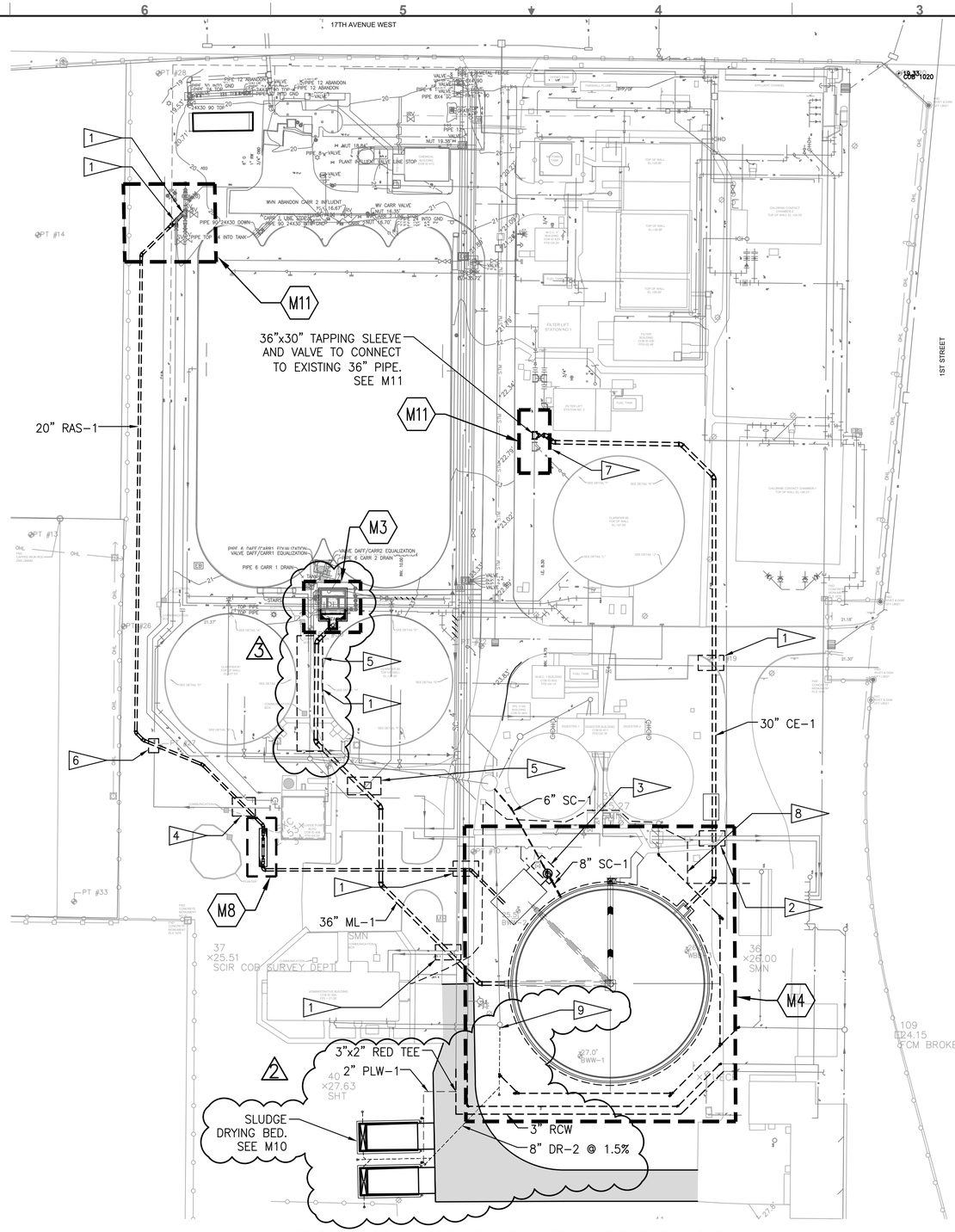
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PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: D5

SAVED: 7/10/2024 11:29 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\DEMO\DEMO SHEETS-01890-004-01.DWG

PLOTTED: 7/10/2024 11:30 AM RON MEADOWS

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MECHANICAL KEY MAP AND YARD PIPING PLAN

1"=50'

NOTES:

1. PRIOR TO INSTALLATION NEW PIPING THAT WILL CONNECT OR TIE-IN TO EXISTING PIPING CONTRACTOR SHALL EXPOSE EXISTING PIPING AT THE CONNECT/TIE-IN POINT TO FIELD VERIFY ELEVATION, SIZE AND MATERIAL. IF DIFFERS FROM DRAWING CONTRACTOR SHALL NOTIFY THE ENGINEER.

GRAPHIC SCALE

0 25 50 100

SCALE IN FEET

PIPE CONFLICTS

1. CONTRACTOR TO CONFIRM INVERT ELEVATION OF EXISTING PIPING AND INSTALL FITTINGS ON NEW PIPE AS NECESSARY TO AVOID CONFLICTS IN ACCORDANCE WITH NOTE 1 (THIS SHEET), GENERAL NOTES 9, 11, AND 30 ON G4, AND DETAIL 1 ON M14.
2. FROM BELT PRESS PUMPS TO SLUDGE HANDLING FACILITY. IE: 21.21' TO IE: CONTRACTOR TO CONFIRM.
3. FROM DISCHARGE PIPE (6") OF SCUM PUMPS TO THE PLANT LIFT STATION. IE: CONTRACTOR TO CONFIRM TO IE: 16.91'.
4. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
5. FROM 12" PIPE (SUBNATANT EFFLUENT DRAIN) OF SLUDGE THICKENER TO AERATION TANKS. IE: CONTRACTOR TO CONFIRM TO IE: 14.41'.
5. FROM 14" PIPE (SLUDGE DRAW-OFF) OF CLARIFIER TO SLUDGE PUMPING STATION. IE: 9.33' TO IE: 18.91'.
6. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
7. FROM 36"x24" WYE CONNECTION TO 36" TEE FITTING. IE: 10.16' TO IE: 9.16'.
8. APPROXIMATE LOCATION OF BURIED CONDUIT AND/OR FIBER OPTIC CABLE FROM DEWATERING BUILDING TO ADMINISTRATIVE BUILDING. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BEFORE DEMOLITION OR CONSTRUCTION OF NEW CLARIFIER.
9. 8" DR-2 TO TIE INTO EXISTING MANHOLE USING EXISTING SOUTH CORE, IE: 20.41'

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
2	JULY 2024	PCM 13	RCM	SPM
1	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

MECHANICAL KEY MAP AND YARD PIPING

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

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PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: M2

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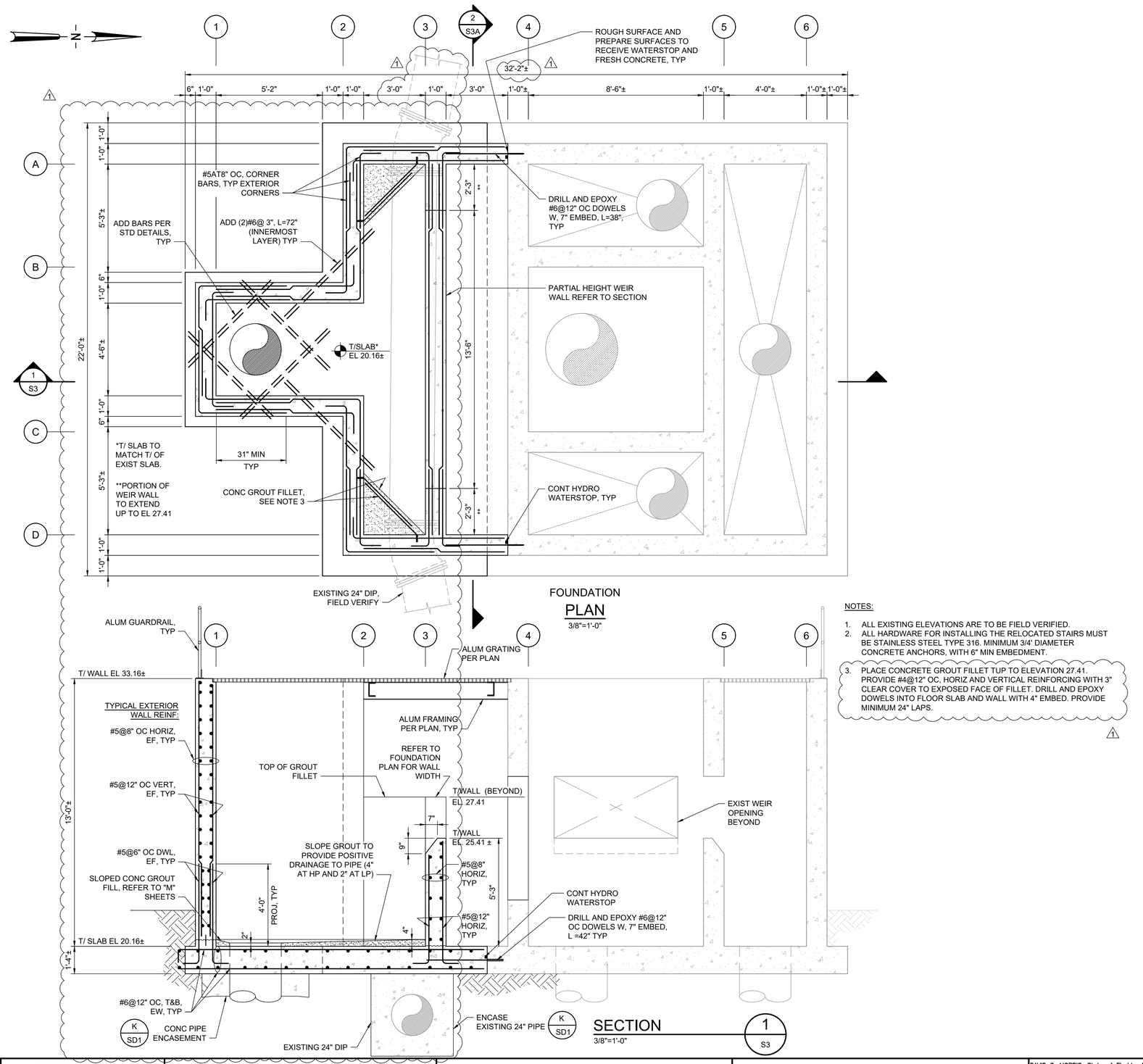
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GRAPHIC SCALE

0 1 2 4

SCALE IN FEET



FOUNDATION PLAN

3/8"=1'-0"

NOTES:

1. ALL EXISTING ELEVATIONS ARE TO BE FIELD VERIFIED.
2. ALL HARDWARE FOR INSTALLING THE RELOCATED STAIRS MUST BE STAINLESS STEEL TYPE 316. MINIMUM 3/4' DIAMETER CONCRETE ANCHORS, WITH 6" MIN EMBEDMENT.
3. PLACE CONCRETE GROUT FILLET TUP TO ELEVATION 27.41. PROVIDE #4@12" OC, HORIZ AND VERTICAL REINFORCING WITH 3" CLEAR COVER TO EXPOSED FACE OF FILLET. DRILL AND EPOXY DOWELS INTO FLOOR SLAB AND WALL WITH 4" EMBED. PROVIDE MINIMUM 24" LAPS.

1

SECTION

3/8"=1'-0"

1 S3

CONFORMED SET

WEKIVA ENGINEERING
711 N ORANGE AVE, STE A
WINTER PARK, FL 32789
PH: 321.972.4989
WEKIVA PROJ. NO. 21-157
FL ENG BUSINESS NO. 31920

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
1	7/9/24	FIELD REVISION	JAM	DSM

DESIGNED DMORRIS
DRAWN DMORRIS
CHECKED JSOBZCAK

ASR US, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

SPLITTER BOX PLANS AND SECTIONS

DAVID S. MORRIS, State of Florida, Professional Engineer, License #74717.

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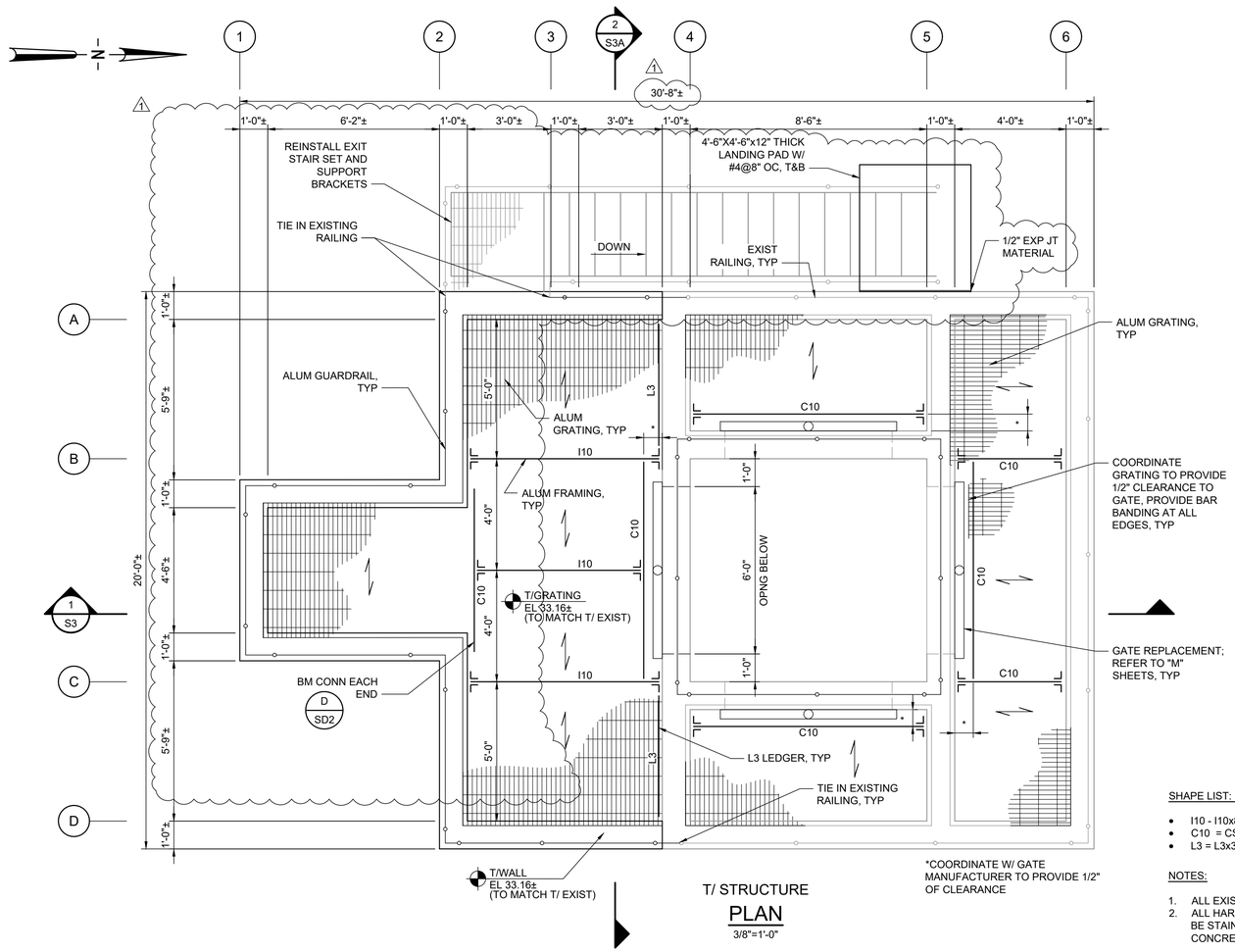
PROJECT No.:	DATE:
01890-004-01	OCT 2023
INDEX No.:	DWG No.:
	S3

SAVED: 7/9/2024 1:58 PM DAVID S. MORRIS P:\JONES EDMUNDS\21-157 BRADENTON WWTP CLARIFIER NO. 4 ADDITION\ACAD\S3 - SPLITTER BOX MODS.DWG

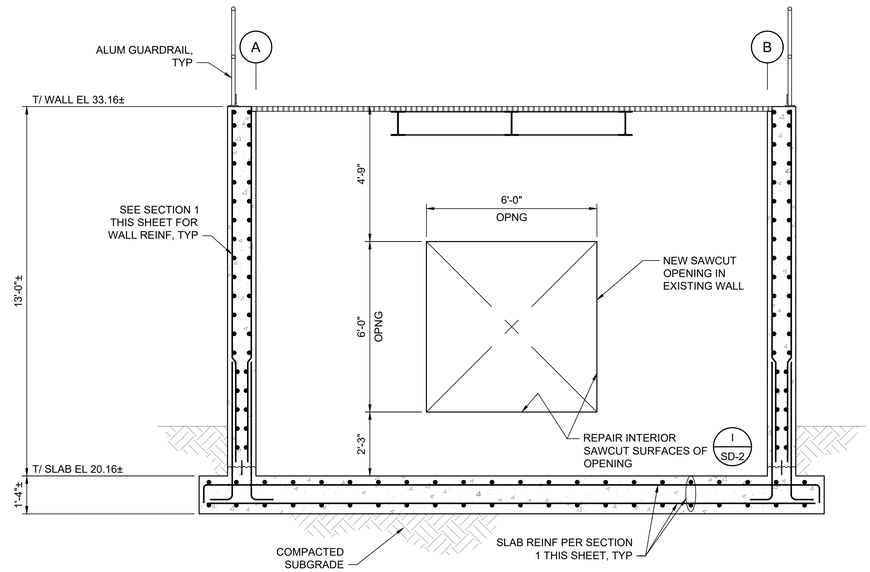
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GRAPHIC SCALE
0 1 2 4
SCALE IN FEET



T/ STRUCTURE
PLAN
3/8"=1'-0"



SECTION 2 / S3
3/8"=1'-0"

SHAPE LIST: ALUMINUM

- I10 - I10x8.63
- C10 = CS10x8.36
- L3 = L3x3x1/4

NOTES:

1. ALL EXISTING ELEVATIONS ARE TO BE FIELD VERIFIED.
2. ALL HARDWARE FOR INSTALLING THE RELOCATED STAIRS MUST BE STAINLESS STEEL TYPE 316. MINIMUM 3/4" DIAMETER CONCRETE ANCHORS, WITH 6" MIN EMBEDMENT.

CONFORMED SET

WEKIVA ENGINEERING
711 N ORANGE AVE, STE A
WINTER PARK, FL 32789
PH: 321.972.4989
WEKIVA PROJ. NO. 21-157
FL ENG BUSINESS NO. 31920

REV	DATE	REVISION DESCRITION	BY	APP'D.
1		FIELD REVISION	JAM	DSM

DESIGNED DMORRIS
DRAWN DMORRIS
CHECKED JSOBZCAK

ASR US, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

1 ADDED SHEET

SPLITTER BOX PLANS AND SECTIONS

DAVID S. MORRIS, State of Florida, Professional Engineer, License #74717.

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PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: S3A

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Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

November 19th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #22 – 20-inch RAS Pipe Tie-in Near Headworks

City of Bradenton,

This proposal for the 20-inch RAS pipe tie-in near the Headworks, as well as additional add-ons, is in accordance with PCM #14.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $324,706.

This proposal includes the following:

1. Additional piping and valves associated with the changes to the 20-inch RAS pipe tie-in, along with an above-grade 12-inch valve equipped with pipe support and a concrete pad for future plant expansion.
2. The removal of (6) oak trees that were obstructing the path of the 20-inch RAS pipe and (1) tree conflicting with the future access road.
3. Pricing also includes bypass pumps, which will be utilized to redirect flows from RAS pits 1 and 2, and as well RAS pump 3, to the Oxidation Ditch while the tie-ins are conducted.
4. Pricing is valid for 30 days.
5. Pricing is based on normal working hours and not any overtime.
6. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
7. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
8. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 22

Date: 11/19/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 177,590.59	$ 10,660.00
2	Rental Equipment + Tools	$ 25,877.60	
3	Suppliers & Subcontractors	$ 38,227.12	
4	Incidental/Consumables (2% of PK Labor)	$ 245.20	$1,600.00
Totals: Material Cost - Labor Hours		$ 241,940.51	$ 12,260.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	120.00	$45.00	$5,400.00
Journeyman/Foreman	46.00	$55.00	$2,530.00
Superindentant	42.00	$65.00	$2,730.00
TOTAL LABOR			$10,660.00

Suppliers		0.00
Labor Cost		12,260.00
Material Cost		177,590.59
Rental Equipment		25,877.60
Sales Tax	7.5%	15,260.11
Incidentals & Delivery		245.20
SubTotal		231,233.50
General Markup	15%	34,685.03
Subtotal		265,918.53
Subcontractors		38,227.12
Sub Mark Up	7%	2,675.90
Subtotal		306,821.55
Bond	1%	3,068.22
Insurance	1%	3,068.22
Time Extension General Conditions		11,748.02
Total		$324,706.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	Plug Valves	LOT	$ 94,641.00		0
1	RAS Pipes & Fittings	LOT	$ 63,143.47		0
1	30" x 20' Effluent Pipe	LOT	$ 19,806.12		0
			$ -		0
			$ -		0
			$ -

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas	1	week	250.00	250.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery	1	week	235.00	235.00
Dewatering Equipment	1	week	1,000.00	1,000.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Skidsteer	1	week	850.00	850.00
Excavator (Mini)	1	week	725.00	725.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
Bypass Pumps	2	week	11,408.80	22,817.60
Vibration Monitor		week	2,525.00	0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$25,877.60

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
SEAS	Demolition	$ 38,227.12
	TOTAL SUBCONTRACTORS	38,227.12

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	8	100.00	800.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	8	100.00	800.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$1,600.00

RENTAL QUOTATION

QUOTATION NO.: 57321

Customer #: POOL0011
Customer: POOLE & KENT COMPANY
Address: 1810 First St. W
Bradenton FL 34208

Site: 1810 First St. W
Bradenton FL 34208
Bradenton
34208

Date of Quote: 10/25/2024
Customer Job#:
Date/Time Out: 11/1/2024 07:30AM
Quoted By: Andy X
Sales Person: ANDY X
Phone:
Email: andyx@hollandpump.com

Ordered by:
Cell:

Site Contact: Bypass 1
Phone:
Cell:

Qty.	Equip. No.	Description	Day Rate	Weekly Rate	28 Days Rate	Unit Price	Line Total ex(TAX)
1.00		PT10TPC PRIME3 10" TRASH PUMP SUPER SILENT	$542.00	$1,626.00	$4,878.00		$1,626.00
1.00		PT10TPC PRIME3 10" TRASH PUMP SUPER SILENT	$542.00	$1,626.00	$4,878.00		$1,626.00
16.00	1500-1535	8" X 20' EPDM SUCTION W/BAUER	$34.67	$104.00	$312.00		$1,664.00
10.00	1000-1495	8" X 20 FT HDPE DR17 AWWA W/BAUER	$18.00	$54.00	$162.00		$540.00
1.00	1100-1030	8" WYE FLANGED	$15.00	$45.00	$105.00		$45.00
2.00	1600-1210	8" CHECK VALVE	$36.00	$108.00	$324.00		$216.00
2.00	1200-1940	8" BAUER STRAINER	$6.67	$20.00	$60.00		$40.00
1.00		MISSION CONTROL PANEL	$30.00	$90.00	$270.00		$90.00
1.00	00-00	float switch set	$22.22	$66.67	$200.00		$66.67
1.00	SETUP/BRKDOWN	PUMP SETUP & BREAKDOWN CHARGES				$3,000.00	$3,000.00
3.00		DELIVERY CHARGE				$285.00	$855.00
3.00		PICKUP CHARGE				$285.00	$855.00

Standard Notes:

SUB TOTAL:	$10,623.67
DAMAGE WAIVER:	$0.00
ENVIRONMENTAL FEE:	$118.27
FUEL SURCHARGE:	$88.71
TAX:	$578.15
GRAND TOTAL:	**$11,408.80**

RENTAL QUOTATION

QUOTATION NO.: 57342

Customer #: POOL0011
Customer: POOLE & KENT COMPANY
Address: 1810 First St. W
Bradenton FL 34208

Site: 1810 First St. W
Bradenton FL 34208
Bradenton
34208

Date of Quote: 10/28/2024
Customer Job#:
Date/Time Out: 11/1/2024 07:30AM
Quoted By: Andy X
Sales Person: ANDY X
Phone:
Email: andyx@hollandpump.com

Ordered by:
Cell:

Site Contact: Bypass 2
Phone:
Cell:

Qty.	Equip. No.	Description	Day Rate	Weekly Rate	28 Days Rate	Unit Price	Line Total ex(TAX)
1.00		PT10TPC PRIME3 10" TRASH PUMP SUPER SILENT	$542.00	$1,626.00	$4,878.00		$1,626.00
1.00		PT10TPC PRIME3 10" TRASH PUMP SUPER SILENT	$542.00	$1,626.00	$4,878.00		$1,626.00
16.00	1500-1535	8" X 20' EPDM SUCTION W/BAUER	$34.67	$104.00	$312.00		$1,664.00
10.00	1000-1495	8" X 20 FT HDPE DR17 AWWA W/BAUER	$18.00	$54.00	$162.00		$540.00
1.00	1100-1030	8" WYE FLANGED	$15.00	$45.00	$105.00		$45.00
2.00	1600-1210	8" CHECK VALVE	$36.00	$108.00	$324.00		$216.00
2.00	1200-1940	8" BAUER STRAINER	$6.67	$20.00	$60.00		$40.00
1.00		MISSION CONTROL PANEL	$30.00	$90.00	$270.00		$90.00
1.00	00-00	float switch set	$22.22	$66.67	$200.00		$66.67
1.00	SETUP/BRKDOWN	PUMP SETUP & BREAKDOWN CHARGES				$3,000.00	$3,000.00
3.00		DELIVERY CHARGE				$285.00	$855.00
3.00		PICKUP CHARGE				$285.00	$855.00

Standard Notes:

SUB TOTAL:	$10,623.67
DAMAGE WAIVER:	$0.00
ENVIRONMENTAL FEE:	$118.27
FUEL SURCHARGE:	$88.71
TAX:	$578.15
GRAND TOTAL:	**$11,408.80**

WWW.SEASUSA.COM

230 COMMERCE DR N, LARGO, FL 33770

DATE: 7/23/24
Revised 2

CHANGE ORDER REQUEST NO. 1

Re-mobilization for removal of drying bed

Bradenton WRF

SEAS PROJECT NO.: 23-124
CLIENT PROJECT NO.:
Prime Contract NO.:

TO: Poole & Kent Florida
Kyle Jackson
Project Manager
813-251-2438
kylej@pkflorida.com

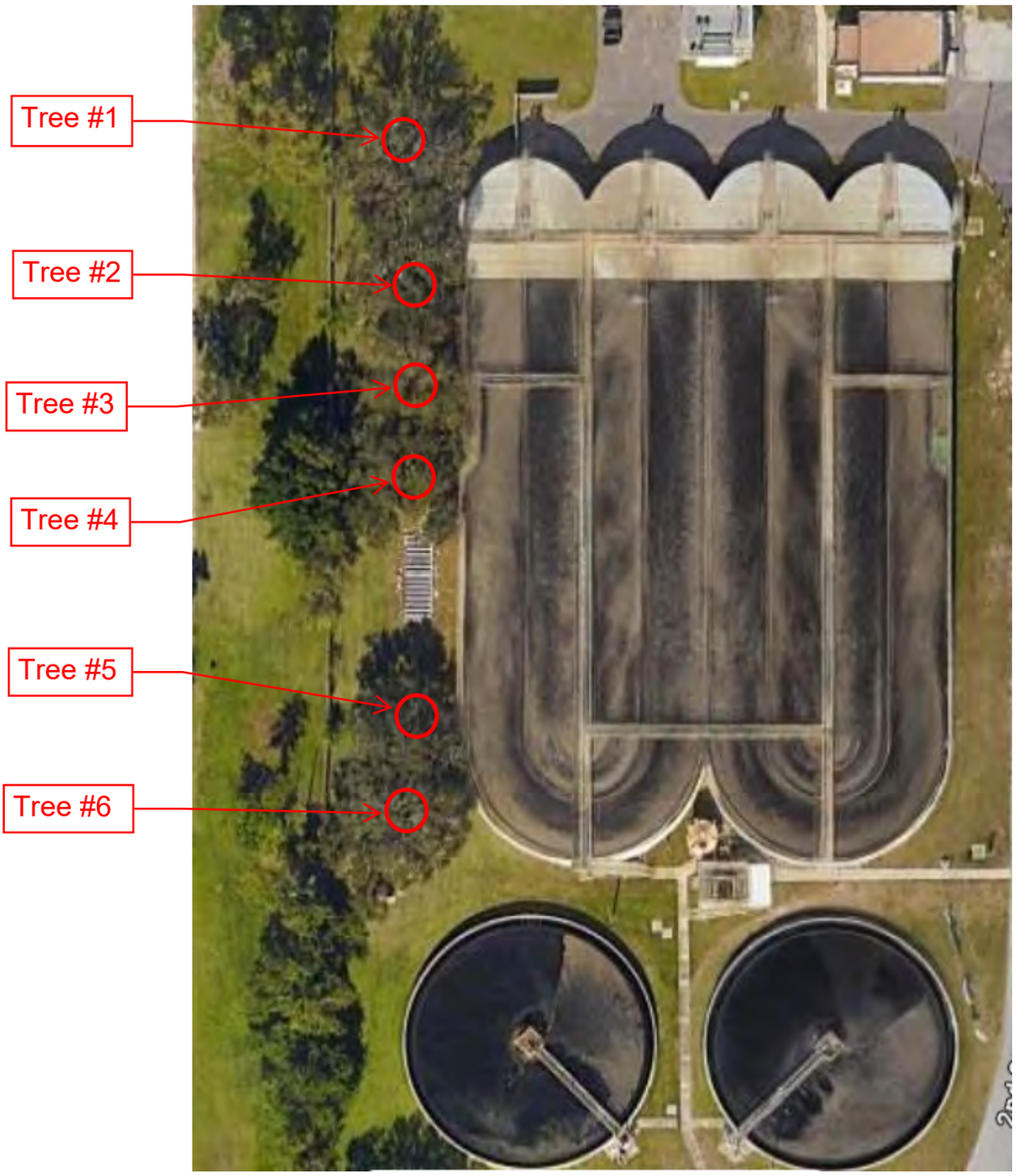
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE		AMOUNT
1	Removal of 7 trees and stump grinding	1	LS	32,315.00		32,315.00
2						-
3						-
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
14						-

Removal and stump grind 7 oak trees below grade

SUBTOTAL		$	32,315.00
overhead/Profit	15.0%	$	4,847.25
TOTAL ADDITION		**$**	**37,162.25**
Bond	3%		1,114.87
TOTAL ADDITION WITH BOND			**38,277.12**
NEW CONTRACT AMOUNT		$	38,277.12

Client Approval:_____ Date:_____

OXIDATION TANK



OLD EXISTING DRYING BED



FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To: .
From: Gary Morgan
Comments:

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B558433
Bid Date: 07/20/24
Quoted By: GM

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer:
POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
POOLE AND KENT COMPANY OF
1810 1ST ST WEST
23707 BRADENTON WRF CLARIFI
.
BRADENTON, FL 34205

Cust PO#: 23707

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total
	ADDITIONAL VALVES AIS (DOMESTIC) APPROX 24-30 WKS LEAD TIME ----				
SP-G517FPV12	12 FLG PLUG VLV W/GEAR & HW (AIS)	1	9335.000	EA	9335.00
SP-G517MJPV14	14 MJ PLUG VLV W/GEAR & NUT (AIS)	1	15310.000	EA	15310.00
SP-G517MJPV18	18 MJ PLUG VLV W/GEAR & NUT (AIS)	1	27996.000	EA	27996.00
SP-G517MJPV20	20 MJ PLUG VLV W/GEAR & NUT (AIS)	1	42000.000	EA	42000.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To: .
From: Gary Morgan
gary.morgan2@ferguson.com
Comments:

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B561212
Bid Date: 09/04/24
Quoted By: GM

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer:
POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
POOLE AND KENT COMPANY OF
1810 1ST ST WEST
23707 BRADENTON WRF CLARIFI
.
BRADENTON, FL 34205

Cust PO#: 23707 C/O

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total

	LEAD TIME TBD				
DFBYP4LA20	DOM 20 MJ C110 P-401 WYE L/A	1	27750.000	EA	27750.00
DMJRP4LA2012	DOM 20X12 MJ C153 P-401 RED L/A	1	3517.850	EA	3517.85
DMJ9P4LA12	DOM 12 MJ C153 P-401 90 BEND L/A	1	2314.490	EA	2314.49
DF9P412	DOM 12 DI 125# FLG P-401 90 BEND	1	3644.220	EA	3644.22
SP-DBFP4P	DOM 12 DI P-401 125# BLND FLG	1	1271.660	EA	1271.66
DMJLSP4LA14	DOM 14 MJ C153 P-401 LONG SLV L/A	1	2257.570	EA	2257.57
DMJLSP4LA18	DOM 18 MJ C153 P-401 LONG SLV L/A	1	3556.550	EA	3556.55
DFPPP412X	12X8'0 DOM FLGXPE P-401 BT DI SPL	1	4735.090	EA	4735.09
SP-FTPS12	12 FLG TYPE PIPE SUPPORT DETAIL 6 / M12	1	1850.000	EA	1850.00
E1112DEC	12 MEGALUG EBAASEAL ACCY PKG F/ DI AIS	4	278.510	EA	1114.04
E1114DEC	14 MEGALUG EBAASEAL ACCY PKG F/ DI AIS	4	346.000	EA	1384.00
E1118DEC	18 MEGALUG EBAASEAL ACCY PKG F/ DI AIS	4	622.000	EA	2488.00
E1120DEC	20 MEGALUG EBAASEAL ACCY PKG F/ DI AIS	6	760.000	EA	4560.00
SSFAP12	12 SS FLG ACC PKG 316SS W/NEOP (AIS)	6	450.000	EA	2700.00

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
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FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To:
From: **Patrick Smith**
patrick.smith@ferguson.com
Comments:

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B565113
Bid Date: 11/18/24
Quoted By: PSX

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer:
POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Cust PO#: 23707-2-006

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total
AFR350P30	30 CL350 CL DI FLEX RNG PIPE	40	495.153	FT	19806.12

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

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complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

PROPOSED CONTRACT MODIFICATION (PCM) No. 14

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

TO: Kyle Jackson – Poole & Kent DATE: 08/30/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – Bradenton WRF – 4th Clarifier Plans – Sheets M2 and M11 - Modified

DESCRIPTION OF MODIFICATION: The contractor is requested to submit an equitable itemized proposal for the Time, Materials and Equipment needed for the installation of a 20″ WYE, 20" x 12" reducer, 12" 90, and 12″ valve for future use at the RAS-1 tie in in the Northwest corner of the WWTP project site as illustrated on M2 and M11 Detail 1. In the same perimeter of this site, it is also requested that the contractor provide costs, as indicated above, for 3 additional plug valves. One 20″ to tie into the proposed new line, one 18″ and one 14″ plug valves on the existing lines from the Clarifier's.

REASON FOR MODIFICATION: During construction, it was found the existing valves from Clarifiers 1, 2 and 3 at the RAS valve assembly near the headworks were inoperable affecting the proposed tie-in of the proposed RAS. Due to future expansion of the plant an additional wye and tie in was needed.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

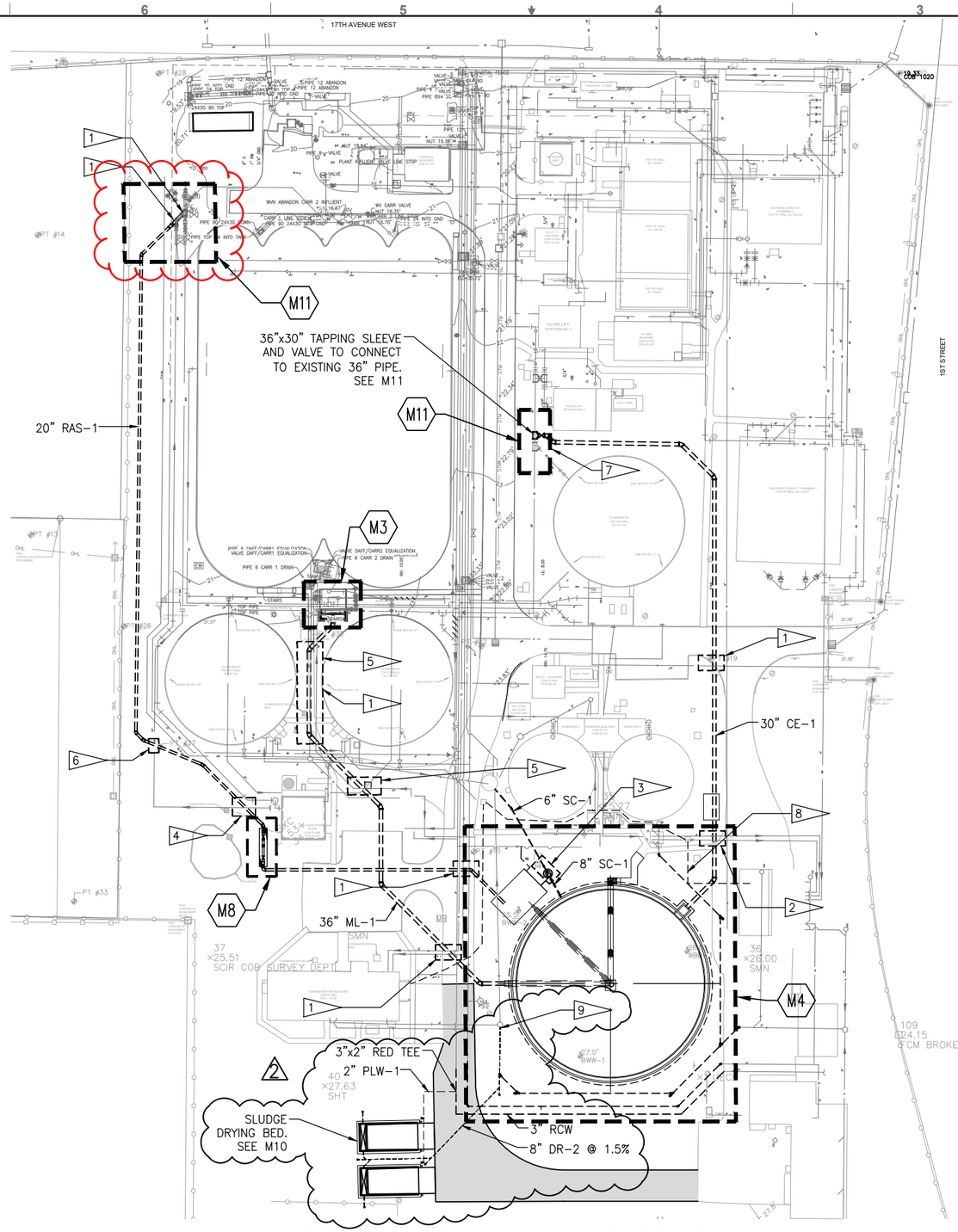
☒ Do not proceed with the work until a change order is issued.

Your response is requested by 09/11/2024

xc:

SIGNATURE: Christopher Seufert

© Jones Edmunds 2234



GRAPHIC SCALE

0 25 50 100

SCALE IN FEET

PIPE CONFLICTS

1. CONTRACTOR TO CONFIRM INVERT ELEVATION OF EXISTING PIPING AND INSTALL FITTINGS ON NEW PIPE AS NECESSARY TO AVOID CONFLICTS IN ACCORDANCE WITH NOTE 1 (THIS SHEET), GENERAL NOTES 9, 11, AND 30 ON G4, AND DETAIL 1 ON M14.
2. FROM BELT PRESS PUMPS TO SLUDGE HANDLING FACILITY. IE: 21.21' TO IE: CONTRACTOR TO CONFIRM.
3. FROM DISCHARGE PIPE (6") OF SCUM PUMPS TO THE PLANT LIFT STATION. IE: CONTRACTOR TO CONFIRM TO IE: 16.91'.
4. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
5. FROM 12" PIPE (SUBNATANT EFFLUENT DRAIN) OF SLUDGE THICKENER TO AERATION TANKS. IE: CONTRACTOR TO CONFIRM TO IE: 14.41'.
5. FROM 14" PIPE (SLUDGE DRAW-OFF) OF CLARIFIER TO SLUDGE PUMPING STATION. IE: 9.33' TO IE: 18.91'.
6. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
7. FROM 36"x24" WYE CONNECTION TO 36" TEE FITTING. IE: 10.16' TO IE: 9.16'.
8. APPROXIMATE LOCATION OF BURIED CONDUIT AND/OR FIBER OPTIC CABLE FROM DEWATERING BUILDING TO ADMINISTRATIVE BUILDING. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BEFORE DEMOLITION OR CONSTRUCTION OF NEW CLARIFIER.
9. 8" DR-2 TO TIE INTO EXISTING MANHOLE USING EXISTING SOUTH CORE, IE: 20.41'

NOTES:

1. PRIOR TO INSTALLATION NEW PIPING THAT WILL CONNECT OR TIE-IN TO EXISTING PIPING CONTRACTOR SHALL EXPOSE EXISTING PIPING AT THE CONNECT/TIE-IN POINT TO FIELD VERIFY ELEVATION, SIZE AND MATERIAL. IF DIFFERS FROM DRAWING CONTRACTOR SHALL NOTIFY THE ENGINEER.

MECHANICAL KEY MAP AND YARD PIPING PLAN

1"=50'

CONFORMED SET

REV	DATE	REVISION DESCRITION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

MECHANICAL KEY MAP AND YARD PIPING

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: M2

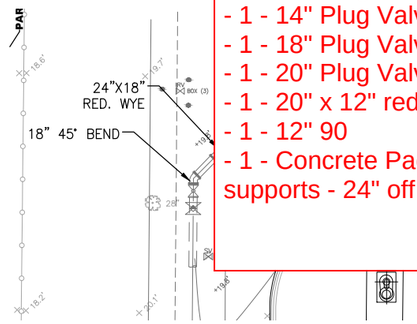
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PLOTTED: 10/10/2023 08:07 AM RON MEADOWS

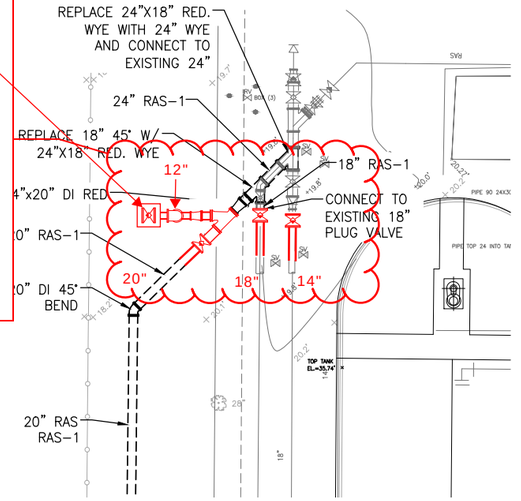
© Jones Edmunds 2234

GRAPHIC SCALE
0 0.5 1 2
SCALE IN FEET

Add
- 1 - 20" Wye
- 1 - 12" Plug Valve - Above grade
- 1 - 14" Plug Valve
- 1 - 18" Plug Valve
- 1 - 20" Plug Valve
- 1 - 20" x 12" reducer
- 1 - 12" 90
- 1 - Concrete Pad with pipe supports - 24" off grade.



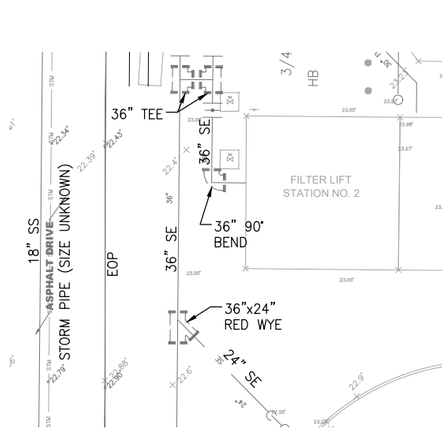
EXISTING



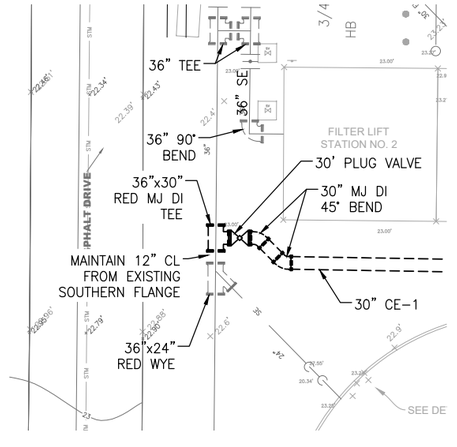
PROPOSED

RAS CONNECTION DETAIL 1
3/4" = 1'-0"

GRAPHIC SCALE
0 0.5 1 2
SCALE IN FEET



EXISTING



PROPOSED

CLARIFIER EFFLUENT CONNECTION DETAIL 2
3/4" = 1'-0"

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

PIPE TIE-IN CONNECTIONS

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.:	DATE:
01890-004-01	OCT 2023
INDEX No.:	DWG No.:
	M11

SAVED: 10/10/2023 8:02 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\MECH SHEETS-01890-004-01.DWG

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

January 16th, 2025

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #26 – Sludge Drying Beds Overflow Prevention Refinement

City of Bradenton,

This proposal is for the modifications to the sludge drying beds in accordance with PCM #15. We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $5,800.

This proposal includes the following:

1. Price includes core drilling (6) 4-inch diameter holes and the installation of an access chain and mailbox.
2. Per the owner's request, only core drilling is proposed.
3. Pricing is valid for 30 days.
4. Pricing is based on normal working hours and not any overtime.
5. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
6. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
7. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 26

Date: 1/16/2025

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 804.00	$ 1,320.00
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 2,500.00	
4	Incidental/Consumables (2% of PK Labor)	$ 34.40	$400.00
Totals: Material Cost - Labor Hours		$ 3,338.40	$ 1,720.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	8.00	$45.00	$360.00
Journeyman/Foreman	8.00	$55.00	$440.00
Superindentant	8.00	$65.00	$520.00
TOTAL LABOR			$1,320.00

Suppliers		0.00
Labor Cost		1,720.00
Material Cost		804.00
Rental Equipment		0.00
Sales Tax	7.5%	60.30
Incidentals & Delivery		34.40
SubTotal		2,618.70
General Markup	15%	392.81
Subtotal		3,011.51
Subcontractors		2,500.00
Sub Mark Up	7%	175.00
Subtotal		5,686.51
Bond	1%	56.87
Insurance	1%	56.87
Final Adjustment		(0.24)
Total		$5,800.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	200' Access Chain	$ 220.00	$ 220.00		0
2	Mailbox/Post	$ 192.00	$ 384.00		0
1	Miscellaneous	$ 200.00	$ 200.00		0
			$ -		0
			$ -		0
			$ -

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
MAXIM	CORE DRILLING	$ 2,500.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	2	100.00	200.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	2	100.00	200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$400.00

Proposal Number
2367

oConcrete Sawing – Core Drilling – Selective Demo – Concrete Removal

Proposal Date: 1/13/2025

Job Name: Bradenton WRF

Job Address:

General Contractor: Poole and Kent

SCOPE OF WORK:

Maxim Concrete Inc proposes to furnish the necessary tools, equipment, and including labor, for the concrete demolition on the referenced project as follows:

- Core (6) 4” holes through 9” CIP wall
- GPR Scan by others
- Debris in GC dumpster

MAXIM
CONCRETE INC

Proposal Number
2367

OUR PRICE FOR COMPLETING THIS WORK: $2,500.00

Acceptance of Proposal - The above price, scope of work, and attached exclusions and qualifications are accepted and payments will be made to Maxim Concrete per the agreed upon payment terms.

X_____

Signature

X_____

Date of Acceptance

X_____

Title

Maxim Concrete Inc – Cutting and Demo
Phone: (239)-309-8845 Email: david@maximconcrete.com
13828 Palm Beach Boulevard. Fort Myers, FL. 33905

PROPOSED CONTRACT MODIFICATION (PCM) No. 15

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

TO: Kyle Jackson – Poole & Kent DATE: 11/21/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – Bradenton WRF – 4th Clarifier Plans – see attached drawing S12 and sketch.

DESCRIPTION OF MODIFICATION: The contractor is requested to submit an equitable itemized proposal to furnish and install overflow and access refinements as indicated in the attached documents. Proposal shall identify cost to core holes versus cutting slots as the high-water level relief point.

REASON FOR MODIFICATION: Additional failsafe for high water level within the sludge drying bed area.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

Your response is requested by 12/05/2024

xc:

SIGNATURE: Christopher Seufert

JonesEdmunds

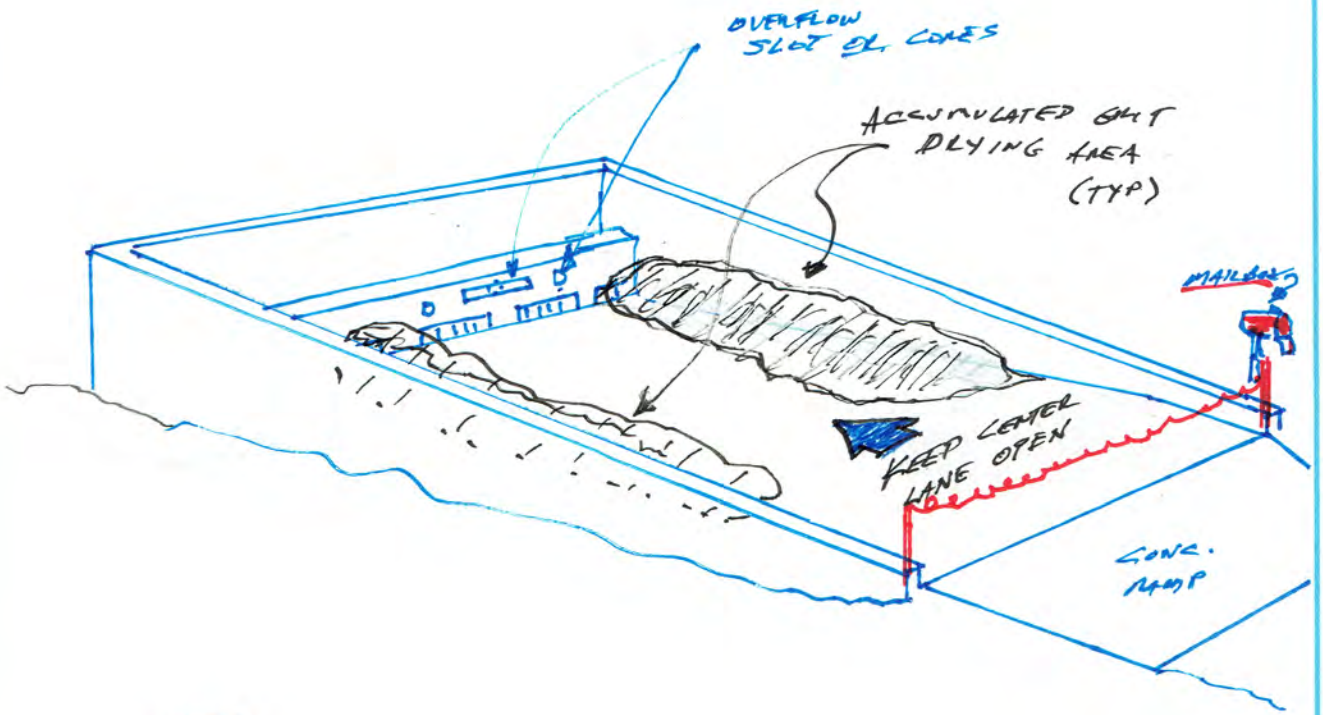
PROJECT NUMBER: _____ SHEET ____ OF ____

PROJECT NAME: _____

BY: SF RUGGHT DRYING DATE: 11/5/24

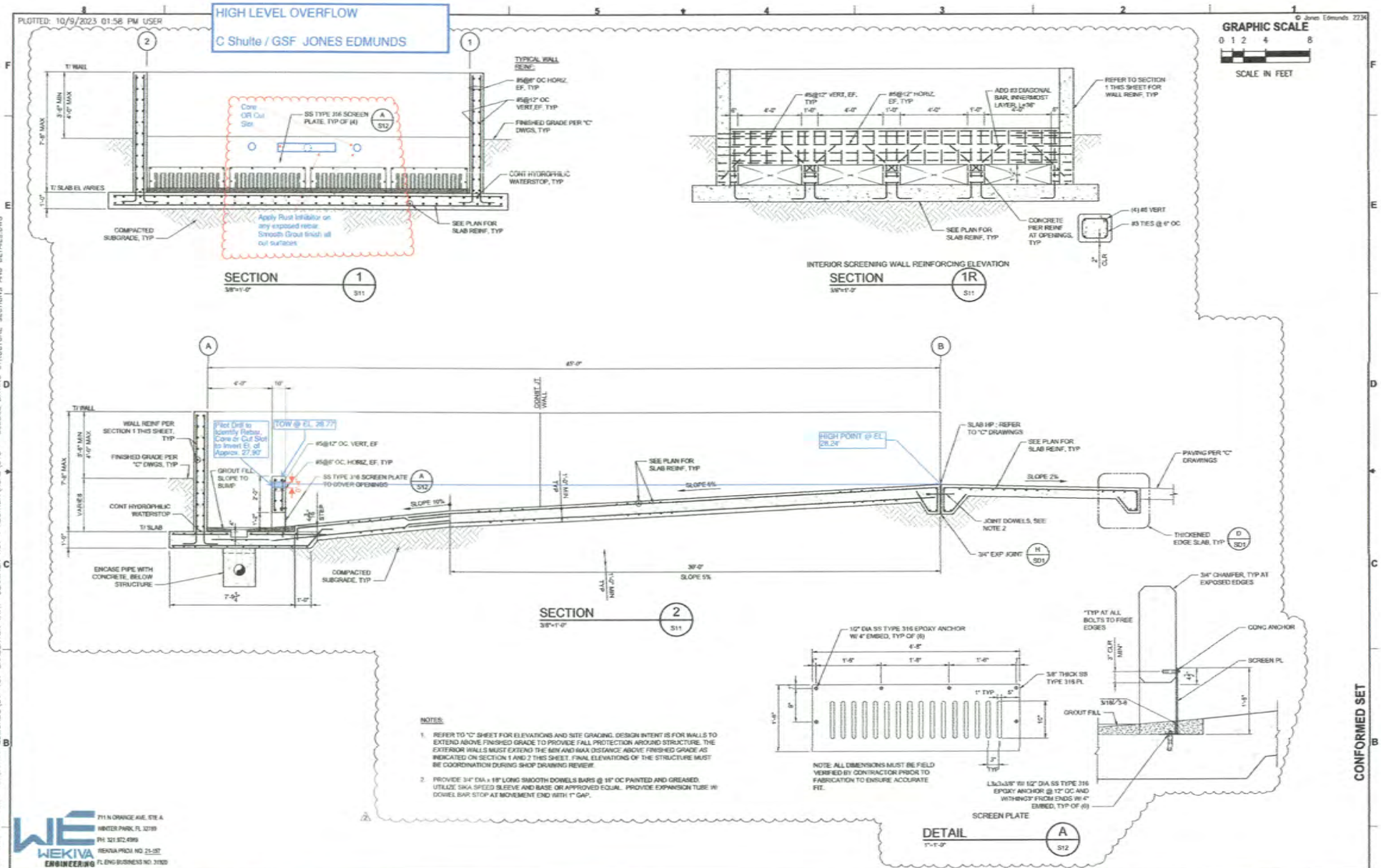
SUBJECT: SLUDGE BEDS

CHECKED BY: _____ DATE: _____



NOTES

- INSTALL ACCESS CHAIN. USERS MUST SIGN AND DATE LOG.
- PROVIDE MAILBOX W/ CLIPBOARD AND PEN FOR LOG IN SHEET.
- EVERY USER TO MAINTAIN CENTER LANE PATH AND RINSE PAD WITH EACH OFFLOAD.


HIGH LEVEL OVERFLOW
C Shulte / GSF JONES EDMUNDS
PLOTTED: 10/9/2023 01:58 PM USER
GRAPHIC SCALE
0 1 2 4 8
SCALE IN FEET
SECTION 1 S11
SECTION 1R S11
INTERIOR SCREENING WALL REINFORCING ELEVATION
SECTION 2 S11
DETAIL A S12
NOTES:
1. REFER TO "C" SHEET FOR ELEVATIONS AND SITE GRADING. DESIGN INTENT IS FOR WALLS TO EXTEND ABOVE FINISHED GRADE TO PROVIDE FALL PROTECTION AROUND STRUCTURE. THE EXTERIOR WALLS MUST EXTEND THE MIN AND MAX DISTANCE ABOVE FINISHED GRADE AS INDICATED ON SECTION 1 AND 2 THIS SHEET. FINAL ELEVATIONS OF THE STRUCTURE MUST BE COORDINATION DURING SHOP DRAWING REVIEW.
2. PROVIDE 3/4" DIA x 18" LONG SMOOTH DOWELS BARS @ 16" OC PAINTED AND GREASED. UTILIZE SIKA SPEED SLEEVE AND BASE OR APPROVED EQUAL. PROVIDE EXPANSION TUBE IN DOWEL BAR STOP AT MONEMENT END WITH 1" GAP.
CONFORMED SET
WEKIVA ENGINEERING
JonesEdmunds
BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL
SLUDGE DRYING STRUCTURE SECTIONS AND DETAILS
PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: S12
SAVED: 10/9/2023 1:58 PM USER: Z:\JONES EDMUNDS\21-157 BRADENTON WWTP CLARIFIER NO. 4 ADDITION\ACAD\S12 - SLUDGE DRYING STRUCTURE SECTIONS AND DETAILS.DWG

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

July 30th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #12 – Vibration Monitoring

City of Bradenton,

This proposal is for the (3) additional weeks of vibration monitoring during sheet pile installation. This PCO is associated with PCM #10.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $10,426.

This proposal includes the following:

1. This price is for the (3) weeks of vibration monitoring in (3) locations: the sludge handling building, digesters 1 & 2. PCO #10 covered (2) weeks of vibration monitoring, and PCO #12 is for the (3) additional weeks required.
2. Pricing is valid for 30 days.
3. Pricing is based on normal working hours and not any overtime.
4. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
5. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
6. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 12

Date: 7/30/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ 130.00
2	Rental Equipment + Tools	$ 7,575.00	
3	Suppliers & Subcontractors	$ -	
4	Incidental/Consumables (2% of PK Labor)	$ 14.60	$600.00
Totals: Material Cost - Labor Hours		$ 7,589.60	$ 730.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	0.00	$45.00	$0.00
Journeyman/Foreman	0.00	$55.00	$0.00
Superindentant	2.00	$65.00	$130.00
TOTAL LABOR			$130.00

Suppliers		0.00
Labor Cost		730.00
Material Cost		0.00
Rental Equipment		7,575.00
Sales Tax	7.5%	568.13
Incidentals & Delivery		14.60
SubTotal		8,887.73
General Markup	15%	1,333.16
Subtotal		10,220.88
Subcontractors		0.00
Sub Mark Up	7%	0.00
Subtotal		10,220.88
Bond	1%	102.21
Insurance	1%	102.21
Final Adjustment		0.70
Total		$10,426.00

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)		day	560.00	0.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
Vibration Monitor	3	Week	2,525.00	7,575.00
		EQUIPMENT & TOOLS TOTAL COSTS		$7,575.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	3	100.00	300.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	3	100.00	300.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$600.00

AREHNA | Engineering, Inc.

Bradenton 4th Clarifier
Estimated Fees
M.Prop-24-008.02
Date: 05/17/24

VIBRATION MONITORING SERVICES

Vibration Monitoring Services	Quantity	Units	Rate	Subtotal
Remote Vibration Monitoring (RVM) Units				
Three (3) Remote Vibration Monitoring (RVM) Units	1	week	$ 2,100.00	$ 2,100.00
Vibration Monitoring Technician				
Installation and Removal of Units	5	hour	$ 85.00	$ 425.00
			VIBRATION MONITORING SERVICES TOTAL	**$ 2,525.00**

Notes:
1. Equipment rate is based on a 1-week minimum for one (3) RVM units
2. Owner/Contractor is responsible for providing email addresses and cell phone numbers to AREHNA Engineering, Inc. prior to equipment set up for all personnel designated to receive vibration monitoring notifications
3. If the scheduled time of monitoring is extended past 12 months, additional shipping charges for the units to be recalibrated may be required

PROPOSED CONTRACT MODIFICATION (PCM) No. 10

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

TO: Kyle Jackson – Poole & Kent DATE: 05/22/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – Bradenton WRF – 4th Clarifier Plans – Sheet C3 Mark Up & Spec Section 02160 TEMPORARY EXCAVATION SUPPORT SYSTEMS

DESCRIPTION OF MODIFICATION: The contractor is requested to submit an equitable itemized proposal for the procurement, installation, and monitoring of vibration monitoring components as indicated on the attached mark ups provided and adhere to the spec section provided in the attached documents.

REASON FOR MODIFICATION: The City of Bradenton has requested vibration monitoring be setup on site to ensure the Sludge Handling Facility is secure during the installation of sheet piles.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

Your response is requested by 05/30/2024

xc:

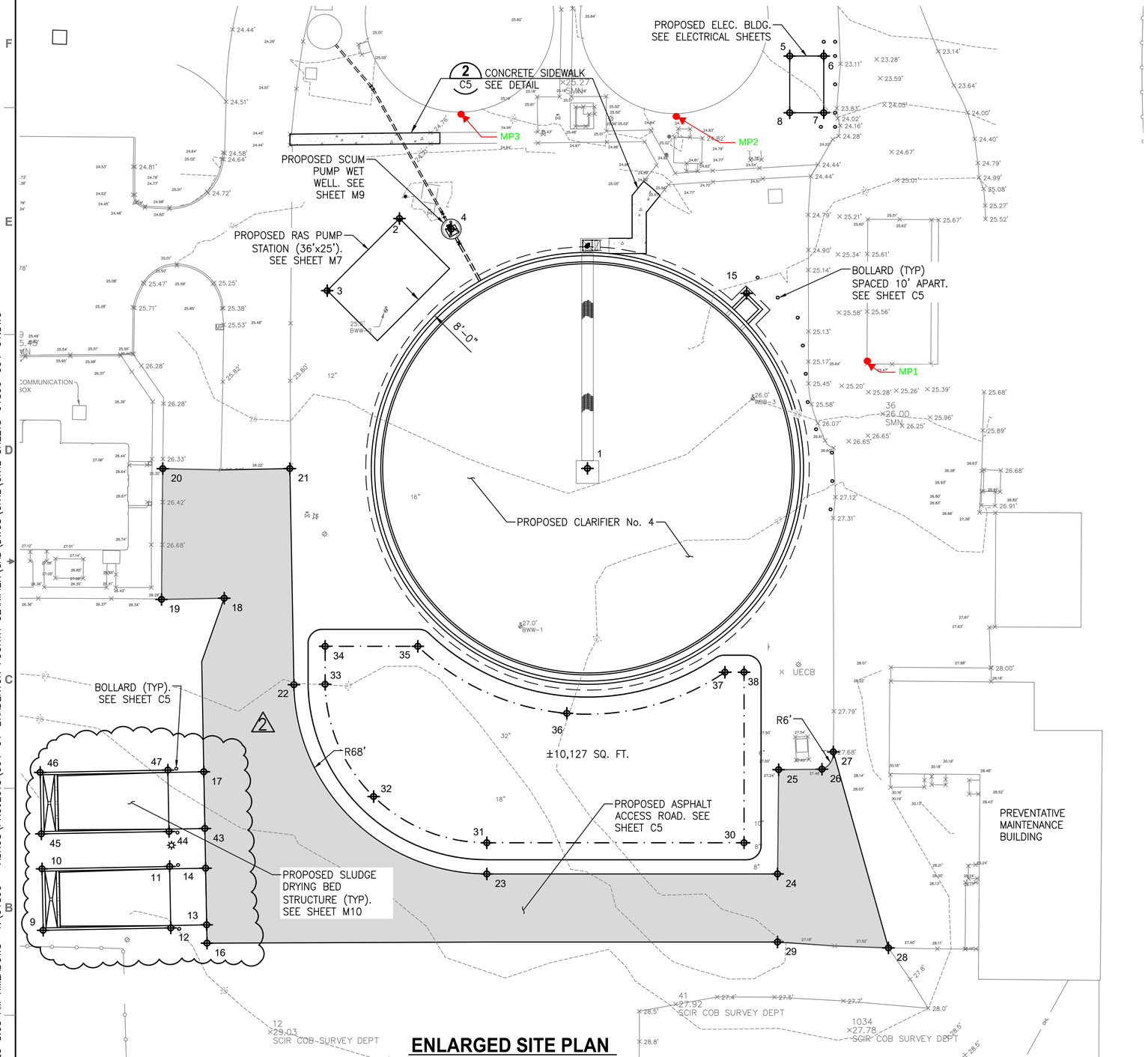
SIGNATURE: Christopher Seufert

ATTACHMENT 1

PLAN SHEET C3 MARK-UP

PLOTTED: 10/10/2023 08:05 AM RON MEADOWS

© Jones Edmunds 2234



ENLARGED SITE PLAN

1"=20'

COORDINATE TABLE

POINT	NORTHING	EASTING	DESCRIPTION
1	1144971.30	473288.01	150' DIAM. CLARIFIER CENTER
2	1145059.42	473221.75	RAS PAD N CORNER
3	1145033.98	473196.28	RAS PAD W CORNER
4	1145055.68	473240.00	SCUM PUMP WELL CENTER
5	1145116.70	473359.32	ELEC. BLDG. NW CORNER
6	1145116.70	473371.32	ELEC. BLDG. NE CONER
7	1145096.70	473371.32	ELEC. BLDG. SE CORNER
8	1145096.70	473359.32	ELEC. BLDG. SW CORNER
9	1144808.47	473096.14	SLUDGE DRYING BED SW CORNER
10	1144830.13	473095.73	SLUDGE DRYING BED NW CORNER
11	1144830.97	473140.72	SLUDGE DRYING BED NE CORNER
12	1144809.31	473141.13	SLUDGE DRYING BED SE CORNER
13	1144810.38	473153.78	EDGE OF ASPHALT
14	1144830.37	473153.41	EDGE OF ASPHALT
15	1145033.06	473344.11	NW CORNER EFFLUENT BOX
16	1144803.93	473153.90	PAVEMENT TANGENT PT
17	1144864.37	473152.77	PAVEMENT TANGENT PT
18	1144925.55	473159.96	PAVEMENT CORNER
19	1144925.12	473137.86	PAVEMENT CORNER
20	1144971.20	473138.31	PAVEMENT CORNER
21	1144971.24	473183.11	PAVEMENT CORNER
22	1144895.07	473184.53	PAVEMENT TANGENT PT
23	1144828.33	473252.52	PAVEMENT TANGENT PT
24	1144828.33	473355.01	PAVEMENT CORNER
25	1144865.10	473355.42	PAVEMENT CORNER
26	1144865.25	473370.67	PAVEMENT TANGENT PT
27	1144871.35	473374.66	PAVEMENT CORNER
28	1144802.25	473394.11	PAVEMENT CORNER
29	1144804.33	473355.01	PAVEMENT CORNER
30	1144839.33	473343.21	GRADING BOTTOM
31	1144839.33	473252.52	GRADING BOTTOM
32	1144855.62	473212.63	GRADING BOTTOM
33	1144895.17	473195.53	GRADING BOTTOM
34	1144908.58	473195.53	GRADING BOTTOM
35	1144908.58	473228.20	GRADING BOTTOM
36	1144884.94	473280.74	GRADING BOTTOM
37	1144899.46	473336.48	GRADING BOTTOM
38	1144899.46	473343.21	GRADING BOTTOM
39	1145061.04	473018.67	RAS FLOW METER PAD
40	1145090.23	473018.79	RAS FLOW METER PAD
41	1145090.21	473024.79	RAS FLOW METER PAD
42	1145061.02	473024.67	RAS FLOW METER PAD
43	1144844.37	473153.15	PAVEMENT TANGENT PT
44	1144843.30	473140.49	SLUDGE DRYING BED SE CORNER
45	1144842.46	473095.50	SLUGE DRYING BED SW CORNER
46	1144864.12	473095.10	SLUDGE DRYING BED NW CORNER
47	1144864.96	473140.09	SLUDGE DRYING BED NE CORNER

GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

2 COORDINATES UPDATED TO REFLECT NEW SLUDGE DRYING BEDS LOCATION.

SEE SHEET C4 FOR LOCATION

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

GEOMETRY AND PAVING PLAN AND COORDINATE TABLE

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: C3

SAVED: 10/10/2023 8:03 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\CIVIL\CIVIL SHEETS-01890-004-01.DWG

ATTACHMENT 2

SPECIFICATION SECTION 02160
TEMPORARY EXCAVATION SUPPORT SYSTEMS

SECTION 02160
TEMPORARY EXCAVATION SUPPORT SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

1.02 Design, furnish and install temporary excavation support systems as required to maintain lateral support, prevent loss of ground, limit soil movements to acceptable limits and protect from damage existing and proposed improvements including, but not limited to, pipelines, utilities, structures, and other facilities. Temporary excavation support systems shall also limit groundwater loss below existing structures during construction activities so as to minimize any settlement of existing structures and to mitigate risk of damage due to settlement. Groundwater cutoff walls which are independent of the excavation support systems may be required.

1.03 Common types of excavation support system include cantilever steel sheet pile wall, and braced sheet pile walls or combination thereof. Trench box temporary excavation support system is only acceptable for pipe or utility trench excavations. Temporary unsupported open cut excavation with stable sloping sides is allowed where applicable.

1.04 Adjacent structures are those that bear upon soils above the proposed excavation depth and within a distance equal to twice the total depth of the excavation away from the closest edge of the excavation. Monitor and protect adjacent structures as specified and indicated.

1.05 Vibration monitoring for excavation support systems will be performed by Contractor's vibration consultant and monitoring firm. Vibration due to Contractor's operations shall not exceed specified limits stated in 1.09/B.

1.06 The Contractor shall bear the entire cost and responsibility of correcting any failure, damages, subsidence, upheaval or cave ins as a result of improper installation, maintenance or design of the temporary excavation support systems. The Contractor shall pay for all claims, costs and damages that arise as a result of the work performed at no additional cost to the Owner.

1.07 SUBMITTALS

1.08 Submit to the Engineer, in accordance with Division 01 specifications, shop drawings and product data showing materials of construction and details of installation.

1.09 Provide the Owner and Engineer a record of the temporary excavation support plan. The copy is to be provided at least three (2) weeks prior to start of the construction of the respective work where the support will be required. The copy will be for documentation of temporary excavation support plan for the information of the Owner and third parties for an overall understanding of the project relating to access, maintenance of existing facilities and proper utilization of the site.

1.10

1.11 Provide qualification of prosed sheet pile installer.

A. Contractor shall provide information from the manufacturer that indicates the sheet piling meets or exceeds the specification listed in this section.

B. Contractor shall submit verification from the manufacturer that the hammer can deliver the required energy.

C. Qualifications of independent vibration consulting and monitoring firm as specified herein.

D. Vibration monitoring plan including instruments, locations, etc. Submittal shall also include contingency plan if monitoring indicates the installation is not in conformance with the requirements specified in paragraph 1.09/B.

E. Splice locations, if necessary, shall be reviewed and accepted by engineer prior to installation.

F. Provide the Owner and Engineer a record of the temporary excavation support design drawings signed and sealed by a Registered Professional Engineer in the State of Florida. The copy is to be provided at least three (2) weeks prior to start of the construction of the respective work where the support will be required. The copy will be for documentation of temporary excavation support design. This information will not be reviewed or accepted by the Owner and Engineer in any manner so as to relieve the Contractor from sole responsibility from maintaining the temporary excavation support systems. The Contractor shall remain responsible for the adequacy and safety of the means, methods and sequencing of construction. The plan shall include the following items as a minimum:

G. Proposed temporary excavation support system(s), groundwater cutoff walls (if utilized), details, location, layout, depths, extent of different types of support relative to existing features and the permanent structures to be constructed, and methods and sequence of installation and removal.

1.12 REFERENCE STANDARDS

A. American Concrete Institute (ACI)

1. ACI 318/318R - Building Code Requirements for Structural Concrete and Commentary

B. American Petroleum Institute (API)

1. API Spec 5L - Specification for Line Pipe.

C. American Society for Testing and Materials (ASTM)

1. ASTM A36 – Standard Specification for Carbon Structural Steel.

2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

3. ASTM A139 = Standard Specification for Electric-Fusion (ARC) – Welded Steel Pipe (NPS 4 and Over).

4. A252 - Standard Specification for Welded and Seamless Steel Pipe Piles

5. A328 – Standard Specification for Steel Sheet Piling.

6. A572 – Standard Specification for High-Strength Low-Alloy Columbium - Vanadium Structural Steel.

7. A690 – Standard Specification A690 – Standard Specification for High-Strength Low-Alloy Nickel, Copper, Phosphorus Steel H-Piles and Sheet Piling with Atmospheric Corrosion Resistance for Use in Marine Environments.

8. ASTM A1011/A101M – Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.

D. American Water Works Association (AWWA)

1. AWWA C200 – Steel Water Pipe – 6 in. (50 mm) and Larger.

E. American Welding Society (AWS)

1. AWS D1.1 – Structural Welding Code – Steel

F. Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29: Subpart P - Excavations, Trenching and Shoring.

1.13 QUALITY ASSURANCE

A. Conform to the requirements of the OSHA Standards and Interpretations: "Part 1926 Subpart P - Excavation, Trenching, and Shoring", and all other applicable laws, regulations, rules, and codes.

B. Installer Qualifications: Sheet piling installer shall have, as a minimum, three (3) successful past installations of sheet piling of comparable overall heights and sections and comparable penetration into soils similar to those found on the project.

C. Retain the services of an independent vibration consulting firm with the following in-house personnel to conduct the following vibration monitoring requirements:

1. Preparing, reviewing and signing of monitoring plans and daily reports, and overseeing of the monitoring and interpretation of the vibration data shall be performed by personnel with the following qualifications:

a. Be a Registered Professional Structural Engineer in the State of Florida.

b. Have a minimum of five (5) years' experience in the vibration consulting field.

c. Have successfully completed at least five (5) projects with vibration-inducing construction operations, pile driving, and noise levels equal to or more severe than those to be encountered.

2. Assist Contractor in selecting pile driving equipment which will generate the lowest vibration and noise levels.

3. Installation, monitoring and interpretation of monitoring equipment shall be performed by personnel with the following qualifications:

a. Have at least three (3) years of experience in the operation of monitoring equipment proposed for use and interpretation of records produced by such equipment.

b. Have installed, operated, monitored and interpreted equipment and records on at least three (3) projects with vibration-inducing construction operations, pile driving, and noise levels equal to or more severe than those to be encountered.

C. The peak particle velocity for pile driving, or other vibration-inducing operations, shall not exceed the following:

Type of Concrete	Peak Particle Velocity in/sec
Existing Structures, And/or utilities	0.5

PART 2 – PRODUCTS

2.01 GENERAL

A. All Steel sheet piling shall be new and unspliced material throughout, unless otherwise reviewed and accepted by Engineer.

2.02 MATERIALS

A. Steel sheet piling shall meet the requirements of ASTM A572, (Grade 50)

B. Steel corners, tees, wyes, and crosses shall meet the requirements of ASTM A572 (Grade 50)

C. Steel sheet piles required for the project shall be the type and weight shown on the drawings.

1. Additional length beyond those indicated on the drawings may be required to provide the trimming of tops of sheet piling.

D. The interlocks between steel sheet pile sections shall be configured such that the average width of the annular space between all contact points of the interlocks shall be a maximum of one-eighth (1/8) inch, as determined by Engineer.

E. Steel sheet piles and interlocks shall not have excessive kinks, camber or twist that would prevent the pile from reasonably free sliding to grade.

F. All fabricated connections shall be made with the use of angles or bent plates, as necessary, and shall be adequately welded or connected with high strength bolts as accepted by Engineer.

G. Concrete: Refer to Section 03300.

H. Handling Holes:

1. If handling holes are provided they shall be two (2) standard two and nine-sixteenth (2-9/16) inch diameter handling holes located six (6) inches from one end.

I. A vibratory hammer shall be utilized for driving the temporary sheet piling providing that such operations do not exceed vibration/noise requirements of the specifications. Impact hammer shall be utilized when vibratory hammer is unable to drive temporary sheet piling to required depth and/or unable to meet vibration requirements. Impact hammer shall also meet noise requirement.

2.03 STORAGE AND HANDLING

1. Do not subject piles to damage by impact bending stresses in transporting to and store piles outside.

2. Store and Handle piles such that corrosion protection coating will not be damaged.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General:

1. All welding or gas cutting shall be in accordance with the current standards of the American Welding Society AWS D1.1.

2. Virtual Refusal:

a. Steel sheet piling shall be driven to the depths shown in the drawings or to virtual refusal if approved by Engineer. Contractor shall provide pre-drilling where necessary to reach those depths specified on the drawings.

b. Virtual refusal is defined as ten (10) blows per inch with an approved pile hammer.

c. A pile hammer shall be used to determine virtual refusal.

d. The hammer shall be operating at the manufacturer's recommended stroke and speed when virtual refusal is measured.

B. Sheet Pile Installation:

1. Steel sheet piling shall be assembled before driving and then driven as a continuous wall, progressively in stages to keep the piles aligned correctly and minimize the danger of breaking the interlock between the sheets.

2. Steel sheet piling shall be driven to form a tight bulkhead.

3. A driving head shall be used and any piling which is damaged in driving or which has broken interlocks between sections shall be pulled and replaced at contractor's expense.

4. The piling shall be driven within the following tolerances:

a. Alignment:

i. Sheet pile shall be driven to form a relatively straight line between the terminal points shown on the drawings.

ii. Horizontal deviation of any point from a straight line connecting the two ends of the wall section shall be a maximum of two (2) inches.

b. Plumbness: Each individual sheet pile section shall be driven vertical, within a horizontal tolerance of two percent (2%) of any vertical length measured along the pile.

c. Elevation:

i. Tops of sheet pile sections shall be within a tolerance of one (1) inch form plan elevations.

ii. Contractor shall not be paid for excess sheet pile trimmed off the end of the pile to meet final grade.

C. Contractor shall brace and/or provide soil grading as necessary during construction operations in order to provide lateral stability for the sheet pile wall as required by the delegated design of the excavation support system.

D. Care shall be taken during driving to keep from causing deformations of the top of the piles, splitting of section, or breaking of the interlock between sections. Care shall also be taken during driving to prevent and correct any tendency of steel sheet piles to twist or get out of plumb.

E. Steel Z piling shall be driven with the ball-end leading. Proper care and planning shall be used to allow for this construction procedure in both immediate and possible future walls.

F. Alternate Z piles shall be reversed end for proper interlocking in the “normal” position. Piles shall also be aligned properly to maintain a “normal” driving width.

G. Steel sheet pile that is full length shown on the drawings and is required to be driven below the specified cutoff elevation shall be spliced with additional steel sheet piling with a full penetration butt weld.

H. Removal Of Earth Retention System:

1. All temporary sheeting for excavations shall be removed.

2. In cases where sheeting must be removed, remove the temporary excavation support system without endangering the constructed or adjacent structures, utilities, or property. Immediately backfill all voids left or caused by withdrawal of temporary excavation support systems.

3. When tiebacks are used, release tension in tiebacks as the excavation is backfilled. Do not leave tensioned tieback in place at the completion of the work.

4. The excavation support system left-in-place shall be cut-off a minimum of 2 feet below the bottom of the next higher foundation level or a minimum of 5 feet below finished grade, or as directed by the Structural Engineer responsible for the Temporary Excavation Support System.

5. Conduct survey of the locations and final cut-off elevations of the excavation support systems left in place.

END OF SECTION

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 19

Date: 10/22/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ 840.00
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 1,500.00	
4	Incidental/Consumables (2% of PK Labor)	$ 24.80	$400.00
Totals: Material Cost - Labor Hours		$ 1,524.80	$ 1,240.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	8.00	$45.00	$360.00
Journeyman/Foreman	4.00	$55.00	$220.00
Superindentant	4.00	$65.00	$260.00
TOTAL LABOR			$840.00

Suppliers		0.00
Labor Cost		1,240.00
Material Cost		0.00
Rental Equipment		0.00
Sales Tax	7.5%	0.00
Incidentals & Delivery		24.80
SubTotal		1,264.80
General Markup	15%	189.72
Subtotal		1,454.52
Subcontractors		1,500.00
Sub Mark Up	7%	105.00
Subtotal		3,059.52
Bond	1%	30.60
Insurance	1%	30.60
Final Adjustment		0.29
Total		$3,121.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
APPLIED DRILLING ENGINEERING	ABANDON EXISTING WELL	$ 1,500.00
	TOTAL SUBCONTRACTORS	1,500.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	2	100.00	200.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	2	100.00	200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$400.00

STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT, REPAIR, MODIFY, OR ABANDON A WELL

☒ Southwest
☐ Northwest
☐ St. Johns River
☐ South Florida
☐ Suwannee River
☐ DEP
☒ Delegated Authority (If Applicable) MANATEE

PLEASE FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

The water well contractor is responsible for completing this form and forwarding the permit application to the appropriate delegated authority where applicable.

Permit No. 947048
Florida Unique ID
Permit Stipulations Required (See Attached)
04, 48, 49
62-524 Quad No. Q2821 Delineation No.
CUP/WUP Application No.

ABOVE THIS LINE FOR OFFICIAL USE ONLY

1. City of Bradenton | 1411 9th Street West | Bradenton | FL | 34205 | (941) 708-6300
*Owner, Legal Name if Corporation | *Address | *City | *State | *ZIP | *Telephone Number

2. 1900 1ST ST W | Bradenton
*Well Location - Address, Road Name or Number, City

3. 4494600002
*Parcel ID No. (PIN) or Alternate Key (Circle One) | Lot | Block | Unit

4. 35 | 34 | 17 | Manatee | Subdivision | Check if 62-524: ___ Yes X No
*Section or Land Grant | *Township | *Range | *County

5. Paul A Petrey III | 9340 | (813) 269-8200 | paul@applieddrillingengineering.com
*Water Well Contractor | *License Number | *Telephone Number | E-mail Address

6. 10012 N. DALE MABRY HWY SUITE 217 | TAMPA | FL | 33618
*Water Well Contractor's Address | City | State | ZIP

7. *Type of Work: ___ Construction ___ Repair ___ Modification X Abandonment — The 4" well was found during excavation for plant modifications.
*Reason for Repair, Modification, or Abandonment

8. *Number of Proposed Wells 1

9. *Specify Intended Use(s) of Well(s):

___ Domestic
___ Bottled Water Supply
___ Public Water Supply (Limited Use/DOH)
___ Public Water Supply (Community or Non-Community/DEP)
___ Class I Injection
___ Landscape Irrigation
___ Recreation Area Irrigation
___ Agricultural Irrigation
___ Livestock
___ Nursery Irrigation
___ Commercial/Industrial
___ Golf Course Irrigation
___ Site Investigation
___ Monitoring
___ Test
___ Earth-Coupled Geothermal
___ HVAC Supply
___ HVAC Return

Class V Injection: ___ Recharge ___ Commercial/Industrial Disposal ___ Aquifer Storage and Recovery ___ Drainage

Remediation: ___ Recovery ___ Air Sparge ___ Other (Describe)

X Other (Describe) PLUGGED (Note: Not all types of wells are permitted by a given permitting authority)

Date Stamp
Received:
Sep 16, 2024 7:29 am
Official Use Only

10. *Distance from Septic System if ≤200 ft. 500 | 11. Facility Description WWTP | 12. Estimated Start Date 09/16/2024

13. *Estimated Well Depth 100 ft. *Estimated Casing Depth 50.0 ft. *Primary Casing Diameter 4 in. Open Hole: From ___ To ___ ft.

14. Estimated Screen Interval: From ___ To ___ ft.

15. *Primary Casing Material: X Black Steel ___ Galvanized ___ PVC ___ Stainless Steel ___ Not Cased ___ Other:

16. Secondary Casing: ___ Telescope Casing ___ Liner ___ Surface Casing Diameter ___ in.

17. Secondary Casing Material: ___ Black Steel ___ Galvanized ___ PVC ___ Stainless Steel ___ Other

18. *Method of Construction, Repair, or Abandonment: ___ Auger ___ Cable Tool ___ Jetted ___ Rotary ___ Sonic ___ Combination (Two or More Methods) ___ Hand Driven (Well Point, Sand Point) ___ Hydraulic Point (Direct Push) ___ Horizontal Drilling X Plugged by Approved Method ___ Other (Describe)

19. Proposed Grouting Interval for the Primary, Secondary, and Additional Casing:
From 0.0 To 100.0 Seal Material (___ Bentonite X Neat Cement ___ Other)
From ___ To ___ Seal Material (___ Bentonite ___ Neat Cement ___ Other)
From ___ To ___ Seal Material (___ Bentonite ___ Neat Cement ___ Other)
From ___ To ___ Seal Material (___ Bentonite ___ Neat Cement ___ Other)

20. Indicate total number of existing wells on site 1 List number of existing unused wells on site 1

21. *Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP Application? ___ Yes X No If yes, complete the following: CUP/WUP No. District Well ID No.

22. Latitude 27 28 57.25 Longitude 82 33 49.89

23. Data Obtained From: ___ GPS X Map ___ Survey Datum: ___ NAD 27 X NAD 83 ___ WGS 84

I hereby certify that I will comply with the applicable rules of Title 40, Florida Administration Code, and that a water use permit or artificial recharge permit, if needed, has been or will be obtained prior to commencement of well construction. I further certify that all information provided in this application is accurate and that I will obtain necessary approval from other federal, state, or local governments, if applicable. I agree to provide a well completion report to the District within 30 days after completion of the construction, repair, modification, or abandonment authorized by this permit, or the permit expiration, whichever occurs first.

I certify that I am the owner of the property, that the information provided is accurate, and that I am aware of my responsibilities under Chapter 373, Florida Statutes, to maintain or properly abandon this well; or, I certify that I am the agent for the owner, that the information provided is accurate, and that I have informed the owner of his responsibilities as stated above. Owner consents to allowing personnel of this WMD or Delegated Authority access to the well site during the construction, repair, modification, or abandonment authorized by this permit.

Digitally Signed | 9340 | Digitally Signed | 9/18/2024
*Signature of Contractor | *License No. | *Signature of Owner or Agent | *Date

DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY

Approval Granted By Matthew Terlikosky STATUS: ISSUED | Issue Date 09/18/2024 | Expiration Date 12/17/2024 | Hydrologist Approval ___ Initials

Fee Received $ .00 | Receipt No. | Check No.

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF THE WMD OR DELEGATED AUTHORITY. THE PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.

FORM LEG-R.040.01 (6/10) Rule 40D-3.101 (1), F.A.C. EFFECTIVE DATE: 9/12/2010

This permit is valid for 90 days from the date of Issue.

This permit is valid for 90 days from the date of issue.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

Comments:

The plan will be to run tubing to +/- 100 feet and grout with neat cement.

General Site Map of Proposed Well Location



The Well is located at the City of Bradenton's WWTP, 201 17th Avenue West, Bradenton Florida 34208.

Identify known roads and landmarks. Give distances from all reference points or structures, septic systems, sanitary hazards, and contamination sources, if applicable.

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp
Received:
Oct 21, 2024 9:36 am
Official Use Only

[X] Southwest
[ ] Northwest
[ ] St. Johns River
[ ] South Florida
[ ] Suwannee River
[ ] DEP
[X] Delegated Authority (If Applicable) MANATEE

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

1.*Permit Number 947048 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2.*Number of permitted wells constructed, repaired, or abandoned 1 *Number of permitted wells not constructed, repaired, or abandoned 0

3.*Owner's Name City of Bradenton 4.*Completion Date 10/03/2024 5. Florida Unique ID _____

6. 1900 1ST ST W Bradenton
*Well Location - Address, Road Name or Number, City, ZIP

7. *County Manatee *Section 35 Land Grant _____ *Township 34 *Range 17

8. Latitude 27 28 57.25 Longitude 82 33 49.89

9. Data Obtained From: ___GPS [X] Map ___Survey Datum: ___NAD 27 [X] NAD 83 ___WGS 84

10.*Type of Work: ___Construction ___Repair ___Modification [X] Abandonment

11.*Specify Intended Use(s) of Well(s):
___Domestic
___Bottled Water Supply
___Public Water Supply (Limited Use/DOH)
___Public Water Supply (Community or Non-Community/DEP)
___Class I Injection
___Landscape Irrigation
___Recreation Area Irrigation
___Agricultural Irrigation
___Livestock
___Nursery Irrigation
___Commercial/Industrial
___Golf Course Irrigation
___Site Investigation
___Monitoring
___Test
___Earth-Coupled Geothermal
___HVAC Supply
___HVAC Return
Class V Injection: ___Recharge ___Commercial/Industrial Disposal ___Aquifer Storage and Recovery ___Drainage
Remediation: ___Recovery ___Air Sparge ___Other (Describe) _____
[X] Other (Describe) PLUGGED

12.*Drill Method: ___Auger ___Cable Tool ___Rotary ___Combination (Two or More Methods) ___Jetted ___Sonic ___Horizontal Drilling ___Hydraulic Point (Direct Push) [X] Other PLUGGED BY APPROVED METHOD

13.*Measured Static Water Level 0.0 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14.*Measuring Point (Describe) _____ Which is _____ ft. ___Above ___Below Land Surface *Flowing: ___Yes ___No

15.*Casing Material: [X] Black Steel ___Galvanized ___PVC ___Stainless Steel ___Not Cased ___Other _____

16.*Total Well Depth 0.0 ft. Cased Depth 100.0 ft. *Open Hole: From ___ To ___ ft. *Screen: From ___ To ___ ft. Slot Size ___

17.*Abandonment: [X] Other (Explain) PLUGGED

4"	From 0.00 ft.	To 100.00 ft.	No. of Bags 14.00	Seal Material (Check One): [X] Neat Cement	Bentonite	Other
	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other

18.*Surface Casing Diameter and Depth:

Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other

19.*Primary Casing Diameter and Depth:

Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other

20.*Liner Casing Diameter and Depth:

Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other

21.*Telescope Casing Diameter and Depth:

Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other
Dia ___ in.	From ___ ft.	To ___ ft.	No. of Bags ___	Seal Material (Check One): ___ Neat Cement	Bentonite	Other

22. Pump Type (If Known):
___Centrifugal ___Jet ___Submersible ___Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
___Laboratory Test ___Field Test Kit

24. Water Well Contractor:

*Contractor Name Paul A Petrey III *License Number 9340 E-mail Address paul@applieddrillingengineering.com

*Contractor's Signature Digitally Signed *Driller's Name (Print or Type) David G Adkins
(I certify that the information provided in this report is accurate and true.)

FORM LEG-R.005.02 (06/10) Rule 40D-3.411 (1)(a), F.A.C. EFFECTIVE DATE: 9/12/2010

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

***DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	

Comments: Finish: PLUGGED
We had cement to surface.

***Detailed Site Map of Well Location**

N

Give distances from all reference points or structures, septic systems, sanitary hazards, and contamination sources within 500 ft. of well.

FORM LEG-R.005.02 (06/10) Rule 40D-3.411 (1)(a), F.A.C. EFFECTIVE DATE: 9/12/2010

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

December 19th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #24 – Escalation and Hurricane Milton Delays

City of Bradenton,

This proposal for escalation and Hurricane Milton delays associated with the auger cast piles in the clarifier.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $74,982.

This proposal includes the following:

1. Additional costs were incurred on materials because the schedule was delayed.
2. Downtime associated with Hurricane Milton.
3. Pricing is valid for 30 days.
4. Pricing is based on normal working hours and not any overtime.
5. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
6. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
7. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 24

Date: 12/19/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ -
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 68,482.90	
4	Incidental/Consumables (2% of PK Labor)	$ 4.00	$200.00
Totals: Material Cost - Labor Hours		$ 68,486.90	$ 200.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice		$45.00	$0.00
Journeyman/Foreman		$55.00	$0.00
Superindentant		$65.00	$0.00
TOTAL LABOR			$0.00

Suppliers		0.00
Labor Cost		200.00
Material Cost		0.00
Rental Equipment		0.00
Sales Tax	7.5%	0.00
Incidentals & Delivery		4.00
SubTotal		204.00
General Markup	15%	30.60
Subtotal		234.60
Subcontractors		68,482.90
Sub Mark Up	7%	4,793.80
Subtotal		73,511.30
Bond	1%	735.11
Insurance	1%	735.11
Final Adjustment		0.47
Total		$74,982.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
AXIOM	ESCALATION	$ 23,371.65
AXIOM	HURRICANE MILTON DELAYS	$ 45,111.25
	TOTAL SUBCONTRACTORS	68,482.90

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	1	100.00	100.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	1	100.00	100.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$200.00

AXIOM
A GOETTLE COMPANY
2626 Bennett Road

Escalation

Job Name: Bradenton WRF	Work Requested by: Axiom/Goettle
Job Number: 23145	Contractor: Poole and Kent
Location: Bradenton, FL	Axiom Supervisor: Casey Nader

LABOR

Name	Trade	Title	Base Hours	Base Cost	OT Hours	OT Cost	Liveaway/Travel	Amount	
							Labor Total	$0.00	Includes B&F

MATERIAL

Description	Quantity	Unit	Rate	Amount	
4,000-PSI Grout (PENDING - 743 CY ASSUMED AT 60% OVERAGE)	743	CY	$19.00	$14,117.00	Argos
	37	TON	$167.73	$6,206.17	Cochrane
			Material Total	$20,323.17	

SUBCONTRACTORS

Description	Quantity	Unit	Rate	Amount	
			Material Total	$0.00	

EQUIPMENT

Description	Quantity	Unit	Rate	Amount	
Equip.Total				$0.00	

Profit / Overhead	**$3,048.48**
Contractor's Representative (Printed Name):	
Contractor's Representative (Signature): Date:	**$23,371.65**

Escalation on material due to schedule push from February 2024 to August 2024

BID

CUSTOMER	AXIOM FOUNDATIONS LLC	**SALES REP.**	Ron Hurn
CUSTOMER NO.	9854	**PHONE**	+1 8133764472
ATTENTION	ADAM MCDOWELL	**EMAIL**	rhurn@argos-us.com

PROJECT
BRADENTON WWTF IMP- FOUNDATIONS

QUOTE NO.	Q-80094
DATE QUOTED	07/20/2023
EXPIRATION DATE	08/19/2023

ADDRESS
1810 1ST STREET WEST
BRADENTON, FL
34205

Mix ID	PSI	Item Description	W/C	Slump	Price per CY
40GNG80	4000	4000 PSI AUGERCAST	0.50		$196.00
50GNG81	5000	5000 PSI AUGERCAST	0.42		$201.00

ASSOCIATED ITEMS

Mix ID	PSI	Item Description	W/C	Slump	Price per CY
ECY		ENVIRONMENTAL FEE PER CYD	0.00		$1.50
FCY		FUEL FEES PER CYD	0.00		$6.00
M41		MIN LOAD 200 UP TO 5 CY	0.00		$200.00

PRICE ESCALATIONS

Effective Date	Amount

PRICE INCREASES

Effective Date	Amount

PAYMENT TERMS Net due day 10 next month

TAXES Additional taxes will be charged as necessary in accordance with the local tax code.

INVOICE

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005

INVOICE NO.: 93542259
INVOICE DATE: 10/03/2024
CUSTOMER NUMBER: 19323

REMIT TO:

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

RW HARRIS INC Axiom
12300 44TH ST N
CLEARWATER FL 33762-5113

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
437004		153922	BRADENTON WRF- ROUNDATIONS 23145.2.201	MARSTERS MATTHEW

SHIP TO: BRADENTON WRF- ROUNDATIONS | 1810 1ST ST W | BRADENTON FL 34208-9998

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
10/03/2024	43700754	8.00YD3	40GNG80	4000VASPAUGERCAST	215.00	1,720.00	X
10/03/2024	43700754	8.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	12.00	X
10/03/2024	43700754	8.00YD3	8100383	FUEL FEES PER CYD	6.00	48.00	X
10/03/2024	43700765	8.00YD3	40GNG80	4000VASPAUGERCAST	215.00	1,720.00	X
10/03/2024	43700765	8.00YD3	8100383	FUEL FEES PER CYD	6.00	48.00	X
10/03/2024	43700765	8.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	12.00	X
10/03/2024	43700770	8.00YD3	40GNG80	4000VASPAUGERCAST	215.00	1,720.00	X
10/03/2024	43700770	8.00YD3	8100383	FUEL FEES PER CYD	6.00	48.00	X
10/03/2024	43700770	8.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	12.00	X
10/03/2024	43700780	8.00YD3	40GNG80	4000VASPAUGERCAST	215.00	1,720.00	X
10/03/2024	43700780	8.00YD3	8100383	FUEL FEES PER CYD	6.00	48.00	X
10/03/2024	43700780	8.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	12.00	X
10/03/2024	44158721	8.00YD3	40GNG80	4000VASPAUGERCAST	215.00	1,720.00	X
10/03/2024	44158721	8.00YD3	8100383	FUEL FEES PER CYD	6.00	48.00	X
10/03/2024	44158721	8.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	12.00	X
10/03/2024	44158746	8.00YD3	40GNG80	4000VASPAUGERCAST	215.00	1,720.00	X
10/03/2024	44158746	8.00YD3	8100383	FUEL FEES PER CYD	6.00	48.00	X
10/03/2024	44158746	8.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	12.00	X
10/03/2024	44158750	8.00YD3	40GNG80	4000VASPAUGERCAST	215.00	1,720.00	X
10/03/2024	44158750	8.00YD3	8100383	FUEL FEES PER CYD	6.00	48.00	X

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; **SWIFT:** CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: **CASHAPPLICATION@ARGOS-US.COM.**

ORIGINAL

BID

From: Josh Crumpler <josh@cochranesteelusa.com>
Sent: Wednesday, February 21, 2024 9:48 AM
To: Adam McDowell <amcdowell@axiomfoundations.com>
Subject: RE: Bradenton WRF Rebar

37 tons and we can fit about 22 on a truck. Especially all the way to Florida.

Josh Crumpler
Director of Operations

COCHRANE STEEL
5529 Cannon Drive,
Monroe, NC 28110
Direct 704.291.9330 **Mobile** 704-221-0855

From: Adam McDowell <amcdowell@axiomfoundations.com>
Sent: Wednesday, February 21, 2024 9:43 AM
To: Josh Crumpler <josh@cochranesteelusa.com>
Subject: RE: Bradenton WRF Rebar

Josh,

Thanks. I should be able to turn you loose in the next day or so. I am waiting on final approval of shops.

How many tons are you coming up with?

Thank you,

Adam McDowell
Project Manager
www.axiomfoundations.com

AXIOM
A GOETTLE COMPANY

Mobile: (704) 661-1012
Office: (803) 548-1480
Fax: (513) 825-8107

2626 Bennett Road
Fort Mill, SC 29715

From: Josh Crumpler <josh@cochranesteelusa.com>
Sent: Wednesday, February 21, 2024 9:39 AM
To: Adam McDowell <amcdowell@axiomfoundations.com>
Subject: RE: Bradenton WRF Rebar

Adam,

We can do this, but it will take 2 loads with the first load 3/19/24 and 2nd load 3/26/24. We will split the material evenly to provide adequate work material.

BID

Total is **$54,851.25 (plus tax) includes freight** for the listed materials as per request delivered to the address supplied.

Can you confirm acceptance either today or tomorrow. Thanks.

Josh Crumpler
Director of Operations

COCHRANE STEEL
5529 Cannon Drive,
Monroe, NC 28110
Direct 704.291.9330 **Mobile** 704-221-0855

From: Adam McDowell <amcdowell@axiomfoundations.com>
Sent: Tuesday, February 20, 2024 3:38 PM
To: Josh Crumpler <josh@cochranesteelusa.com>
Subject: Bradenton WRF Rebar

Hey Josh,

I have a job down at 1900 1st St, Bradenton, FL 34208, called 'Bradenton WRF Addition of Fourth Clarifier' that will need 215 of the cages below. That would be:

- 1290-ea 18' sticks #8 w/ bottom 2' bent inwards
- 3225-ea 12" dia #4 hoops w/ 24" lap

Job would start 3/18, so we would need on site 3/19.

Caan you send over pricing on this one if you can fit this into your schedule?

INVOICE

COCHRANE STEEL
Supplier of Concrete Reinforcing - Rebar, Wire Mesh And Concrete Accessories
704-291-9330
5529 Cannon Drive Monroe, NC 28110

Invoice

Date	Invoice #
9/17/2024	249452

Bill To	Ship To
AXIOM FOUNDATIONS LLC 2626 Bennett Rd Fort Mill, SC 29715	AXIOM FOUNDATIONS BRADENTON, FL PROJECT 1900 1ST ST. BRADENTON, FL 34208 (MANATEE)

Terms	Ship	Via	Job Name	Job Number	PO Number
Net 30				24201	

Quantity	Description	Amount
4,309	REINFORCING STEEL PER CC VCN RELEASE 2 BRADENTON, FL #4 FOR TYING	2,211.75T
36,381	REINFORCING STEEL PER CC VCP RELEASE 3 FIRST SHIPMENT TO BRADENTON, FL	27,265.00T

Axiom
23145.2.202

Thank you for your business.

Subtotal	$29,476.75
Sales Tax (7.0%)	$2,063.38
Payments/Credits	$0.00
Balance Due	$31,540.13

SHOP HOURS
SHOP IS CLOSED FROM 12pm to 1pm FOR LUNCH
MONDAY TO THURSDAY 7:30am to 3:00pm
FRIDAY 7am to 11am

INVOICE

COCHRANE STEEL
Supplier of Concrete Reinforcing - Rebar, Wire Mesh And Concrete Accessories
704-291-9330
5529 Cannon Drive Monroe, NC 28110

Invoice

Date	Invoice #
9/25/2024	249454

Bill To	Ship To
AXIOM FOUNDATIONS LLC 2626 Bennett Rd Fort Mill, SC 29715	AXIOM FOUNDATIONS CUSTOMER PICKUP 5529 CANNON DRIVE MONROE, NC 28110

Terms	Ship	Via	Job Name	Job Number	PO Number
Net 30	9/23/2024			24201	

Quantity	Description	Amount
36,755	REINFORCING STEEL PER CC VCQ RELEASE 4 BRADENTON FL 2 OF 2 TRIPS	27,586.25T

Axiom
24102.2.200

Thank you for your business.

Subtotal	$27,586.25
Sales Tax (7.0%)	$1,931.04
Payments/Credits	$0.00
Balance Due	$29,517.29

SHOP HOURS
SHOP IS CLOSED FROM 12pm to 1pm FOR LUNCH
MONDAY TO THURSDAY 7:30am to 3:00pm
FRIDAY 7am to 11am

AXIOM
A GOETTLE COMPANY
2626 Bennett Road

Hurricane Downtime (10/7-10/16)

Job Name: Bradenton WRF	Work Requested by: Axiom/Goettle
Job Number: 23145	Contractor: Poole and Kent
Location: Bradenton, FL	Axiom Supervisor: Casey Nader

LABOR

Name	Trade	Title	Base Hours	Base Cost	OT Hours	OT Cost	Liveaway/Travel	Amount	
Labor (See Attached)								$19,212.83	
							Labor Total	$19,212.83	Includes B&F

MATERIAL

Description	Quantity	Unit	Rate	Amount	
			Material Total	$0.00	

SUBCONTRACTORS

Description	Quantity	Unit	Rate	Amount	
			Material Total	$0.00	

EQUIPMENT

Description	Quantity	Unit	Rate	Amount	
Maxim - Linkbelt 138	8	DAYS	$710.31	$5,682.50	
UR - Ground Mats (14)	8	DAYS	$75.00	$600.00	
UR - Office Conex	8	DAYS	$31.45	$251.60	
RGI - Grout Pumps (2)	8	DAYS	$570.00	$4,560.00	
PDI - Pile Install Recorder	8	DAYS	$181.25	$1,450.00	
UR - Porta Johns	8	DAYS	$15.03	$120.25	
UR - Skid Steer + Compressors + Forklift	8	DAYS	$468.75	$3,750.00	
RGI - ICE 5050 Auger Drill	8	DAYS	$450.00	$3,600.00	
			Equip.Total	$20,014.35	

Profit / Overhead	**$5,884.08**
Contractor's Representative (Printed Name):	
Contractor's Representative (Signature): Date:	**$45,111.25**

Downtime due to county mandatory evacuation for Hurricane Milton (10/7-10/16). Axiom did not include contingency for hurricanes due to project start scheduled for Q1 of 2024. Schedule was pushed to hurricane season due to reasons out of Axiom control; thereofore, we are requesting reimbursement.

Dates:	10/7/2024	Cost Codes:	23145.1	Cost Types:	LPBFMESXGOTU
To:	10/16/2024	To:	23145.1	Print Landscape if possible:	Yes

Goettle Cost Detail Report
Axiom Foundations, Inc.
10/24/2024

Job: 23145

BRADENTON WRF
1900 1st St
Bradenton, FL 34208

Contract:	881,000.00
Change Orders:	0.00
Revised:	881,000.00
Prev. Billed:	0.00
Open:	881,000.00

Cat.	Description		Date	Invoice	P.O.	Contract Amount	Billings To Date	Cost Actual	Cost Budget	Cost Overrun	Hours Actual	Hours Budget	Hours Over	Quantity	Bill @	Date Posted	Billing Cycle
1 - LABOR																	
101	SUPERVISION								19,800.00			412.50					
		L	10/7/2024	2123145-101724-1		RICHARD GOETTLE, INC. Casey Jack Nader		384.64			8.00					10/17/2024	
		B	10/7/2024	2123145-101724-1		Burden		77.20								10/17/2024	
		F	10/7/2024	2123145-101724-1		Casey Jack Nader		11.54								10/17/2024	
		L	10/8/2024	2123145-101724-1		RICHARD GOETTLE, INC. Casey Jack Nader		384.64			8.00					10/17/2024	
		B	10/8/2024	2123145-101724-1		Burden		77.20								10/17/2024	
		F	10/8/2024	2123145-101724-1		Casey Jack Nader		11.54								10/17/2024	
		L	10/9/2024	2123145-101724-1		RICHARD GOETTLE, INC. Casey Jack Nader		384.64			8.00					10/17/2024	
		B	10/9/2024	2123145-101724-1		Burden		77.19								10/17/2024	
		F	10/9/2024	2123145-101724-1		Casey Jack Nader		11.54								10/17/2024	
		L	10/10/2024	2123145-101724-1		RICHARD GOETTLE, INC. Casey Jack Nader		384.64			8.00					10/17/2024	
		B	10/10/2024	2123145-101724-1		Burden		77.19								10/17/2024	
		F	10/10/2024	2123145-101724-1		Casey Jack Nader		11.54								10/17/2024	
		L	10/11/2024	2123145-101724-1		RICHARD GOETTLE, INC. Casey Jack Nader		384.64			8.00					10/17/2024	
		B	10/11/2024	2123145-101724-1		Burden		77.20								10/17/2024	
		F	10/11/2024	2123145-101724-1		Casey Jack Nader		11.54								10/17/2024	
		L	10/14/2024	2123145-102424-1		RICHARD GOETTLE, INC. Casey Jack Nader		384.64			8.00					10/24/2024	
		B	10/14/2024	2123145-102424-1		Burden		77.21								10/24/2024	
		F	10/14/2024	2123145-102424-1		Casey Jack Nader		11.54								10/24/2024	
		L	10/15/2024	2123145-102424-1		RICHARD GOETTLE, INC. Casey Jack Nader		384.64			8.00					10/24/2024	
		B	10/15/2024	2123145-102424-1		Burden		77.20								10/24/2024	
		F	10/15/2024	2123145-102424-1		Casey Jack Nader		11.54								10/24/2024	
		L	10/16/2024	2123145-102424-1		RICHARD GOETTLE, INC. Casey Jack Nader		384.64			8.00					10/24/2024	
		B	10/16/2024	2123145-102424-1		Burden		77.18								10/24/2024	
		F	10/16/2024	2123145-102424-1		Casey Jack Nader		11.54								10/24/2024	
						Labor		3,077.12		-10,122.88	64.00		-348.50				
						Burden		617.57		-5,982.43	0.00		0.00				
						Fringes		92.32		92.32	0.00		0.00				
						Category 101 Totals	0.00	3,787.01		-16,012.99	64.00		-348.50				
						Labor		0.00		-13,002.00	0.00		-406.31				
						Burden		0.00		-6,501.00	0.00		0.00				
						Category 102 Totals	0.00	0.00		-19,503.00	0.00		-406.31				
						Labor		0.00		-4,334.00	0.00		-135.44				
						Burden		0.00		-2,167.00	0.00		0.00				
						Category 103 Totals	0.00	0.00		-6,501.00	0.00		-135.44				
104	ACIP PILE INSTALL (18" X 32')																
		G	10/14/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Devon Perkins		144.00			8.00					10/24/2024	
		G	10/14/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Jimmy L Franklin		222.19			8.00					10/24/2024	
		G	10/14/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Rafael Lopez		352.00			8.00					10/24/2024	

Job: 23145 BRADENTON WRF
1900 1st St
Bradenton, FL 34208

Contract:	881,000.00
Change Orders:	0.00
Revised:	881,000.00
Prev. Billed:	0.00
Open:	881,000.00

Cat.	Description		Date	Invoice	P.O.	Contract Amount	Billings To Date	Cost Actual	Cost Budget	Cost Overrun	Hours Actual	Hours Budget	Hours Over	Quantity	Bill @	Date Posted	Billing Cycle
1 - LABOR																	
104	ACIP PILE INSTALL (18" X 32')																
		T	10/14/2024	23145-102424-1		Burden Devon Perkins		28.47								10/24/2024	
		T	10/14/2024	23145-102424-1		Burden Jimmy L Franklin		43.93								10/24/2024	
		T	10/14/2024	23145-102424-1		Burden Rafael Lopez		69.60								10/24/2024	
		U	10/14/2024	23145-102424-1		Fringes Devon Perkins		28.80								10/24/2024	
		U	10/14/2024	23145-102424-1		Fringes Jimmy L Franklin		96.00								10/24/2024	
		U	10/14/2024	23145-102424-1		Fringes Rafael Lopez		96.00								10/24/2024	
		G	10/15/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Devon Perkins		144.00			8.00					10/24/2024	
		G	10/15/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Jimmy L Franklin		222.19			8.00					10/24/2024	
		G	10/15/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Rafael Lopez		352.00			8.00					10/24/2024	
		T	10/15/2024	23145-102424-1		Burden Devon Perkins		28.47								10/24/2024	
		T	10/15/2024	23145-102424-1		Burden Jimmy L Franklin		43.92								10/24/2024	
		T	10/15/2024	23145-102424-1		Burden Rafael Lopez		69.58								10/24/2024	
		U	10/15/2024	23145-102424-1		Fringes Devon Perkins		28.80								10/24/2024	
		U	10/15/2024	23145-102424-1		Fringes Jimmy L Franklin		96.00								10/24/2024	
		U	10/15/2024	23145-102424-1		Fringes Rafael Lopez		96.00								10/24/2024	
		G	10/16/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Devon Perkins		144.00			8.00					10/24/2024	
		G	10/16/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Jimmy L Franklin		222.19			8.00					10/24/2024	
		G	10/16/2024	23145-102424-1		R.W. HARRIS, INC. (LABOR ONLY) Rafael Lopez		352.00			8.00					10/24/2024	
		T	10/16/2024	23145-102424-1		Burden Devon Perkins		28.45								10/24/2024	
		T	10/16/2024	23145-102424-1		Burden Jimmy L Franklin		43.94								10/24/2024	
		T	10/16/2024	23145-102424-1		Burden Rafael Lopez		69.61								10/24/2024	
		U	10/16/2024	23145-102424-1		Fringes Devon Perkins		28.80								10/24/2024	
		U	10/16/2024	23145-102424-1		Fringes Jimmy L Franklin		96.00								10/24/2024	
		U	10/16/2024	23145-102424-1		Fringes Rafael Lopez		96.00								10/24/2024	
	Labor							0.00		-32,505.00	0.00		-1,015.78				
	Burden							0.00		-16,253.00	0.00		0.00				
	Operator Labor							2,154.57		2,154.57	72.00		72.00				
	Operator Burden							425.97		425.97	0.00		0.00				
	Operator Fringes							662.40		662.40	0.00		0.00				
	Category 104 Totals						0.00	3,242.94		-45,515.06	72.00		-943.78				

Job: 23145 BRADENTON WRF
1900 1st St
Bradenton, FL 34208

Contract:	881,000.00
Change Orders:	0.00
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Open:	881,000.00

Cat.	Description		Date	Invoice	P.O.	Contract Amount / Billings To Date	Cost Actual	Cost Budget	Cost Overrun	Hours Actual	Hours Budget	Hours Over	Quantity	Bill @	Date Posted	Billing Cycle
1 - LABOR																
110	Hurricane Milton							0.00			0.00					
		L	10/7/2024	2123145-101724-1		RICHARD GOETTLE, INC. Michael Ray Ruf	295.20			8.00					10/17/2024	
		B	10/7/2024	2123145-101724-1		Burden Michael Ray Ruf	59.25								10/17/2024	
		F	10/7/2024	2123145-101724-1		Michael Ray Ruf	195.20								10/17/2024	
		G	10/7/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Devon Perkins	144.00			8.00					10/17/2024	
		G	10/7/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Jimmy L Franklin	222.19			8.00					10/17/2024	
		G	10/7/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Mathew B Ward	152.00			8.00					10/17/2024	
		G	10/7/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Rafael Lopez	352.00			8.00					10/17/2024	
		T	10/7/2024	23145-101724-1		Burden Devon Perkins	28.48								10/17/2024	
		T	10/7/2024	23145-101724-1		Burden Jimmy L Franklin	43.93								10/17/2024	
		T	10/7/2024	23145-101724-1		Burden Mathew B Ward	30.04								10/17/2024	
		T	10/7/2024	23145-101724-1		Burden Rafael Lopez	69.58								10/17/2024	
		U	10/7/2024	23145-101724-1		Fringes Devon Perkins	28.80								10/17/2024	
		U	10/7/2024	23145-101724-1		Fringes Jimmy L Franklin	96.00								10/17/2024	
		U	10/7/2024	23145-101724-1		Fringes Mathew B Ward	30.40								10/17/2024	
		U	10/7/2024	23145-101724-1		Fringes Rafael Lopez	96.00								10/17/2024	
		G	10/7/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Blake P Bordelon	208.00			8.00					10/17/2024	
		T	10/7/2024	23145-101724-1		Burden Blake P Bordelon	41.12								10/17/2024	
		U	10/7/2024	23145-101724-1		Fringes Blake P Bordelon	41.60								10/17/2024	
		L	10/8/2024	2123145-101724-1		RICHARD GOETTLE, INC. Michael Ray Ruf	295.20			8.00					10/17/2024	
		B	10/8/2024	2123145-101724-1		Burden	59.26								10/17/2024	
		F	10/8/2024	2123145-101724-1		Michael Ray Ruf	195.20								10/17/2024	
		G	10/8/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Blake P Bordelon	208.00			8.00					10/17/2024	
		G	10/8/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Devon Perkins	144.00			8.00					10/17/2024	
		G	10/8/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Jimmy L Franklin	194.00			8.00					10/17/2024	
		G	10/8/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Mathew B Ward	152.00			8.00					10/17/2024	
		G	10/8/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Rafael Lopez	352.00			8.00					10/17/2024	
		T	10/8/2024	23145-101724-1		Burden Blake P Bordelon	41.11								10/17/2024	
		T	10/8/2024	23145-101724-1		Burden Devon Perkins	28.48								10/17/2024	
		T	10/8/2024	23145-101724-1		Burden Jimmy L Franklin	38.36								10/17/2024	
		T	10/8/2024	23145-101724-1		Burden Mathew B Ward	30.06								10/17/2024	

Job: 23145 BRADENTON WRF
1900 1st St
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Contract:	881,000.00
Change Orders:	0.00
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Open:	881,000.00

Cat.	Description		Date	Invoice	P.O.	Contract Amount	Billings To Date	Cost Actual	Cost Budget	Cost Overrun	Hours Actual	Hours Budget	Hours Over	Quantity	Bill @	Date Posted	Billing Cycle
1 - LABOR																	
110	Hurricane Milton																
		T	10/8/2024	23145-101724-1		Burden Rafael Lopez		69.61								10/17/2024	
		U	10/8/2024	23145-101724-1		Fringes Blake P Bordelon		41.60								10/17/2024	
		U	10/8/2024	23145-101724-1		Fringes Devon Perkins		28.80								10/17/2024	
		U	10/8/2024	23145-101724-1		Fringes Jimmy L Franklin		96.00								10/17/2024	
		U	10/8/2024	23145-101724-1		Fringes Mathew B Ward		30.40								10/17/2024	
		U	10/8/2024	23145-101724-1		Fringes Rafael Lopez		96.00								10/17/2024	
		L	10/9/2024	2123145-101724-1		RICHARD GOETTLE, INC. Michael Ray Ruf		295.20			8.00					10/17/2024	
		B	10/9/2024	2123145-101724-1		Burden		59.24								10/17/2024	
		F	10/9/2024	2123145-101724-1		Michael Ray Ruf		195.20								10/17/2024	
		G	10/9/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Blake P Bordelon		208.00			8.00					10/17/2024	
		G	10/9/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Devon Perkins		144.00			8.00					10/17/2024	
		G	10/9/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Jimmy L Franklin		194.00			8.00					10/17/2024	
		G	10/9/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Mathew B Ward		152.00			8.00					10/17/2024	
		G	10/9/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Rafael Lopez		352.00			8.00					10/17/2024	
		T	10/9/2024	23145-101724-1		Burden Blake P Bordelon		41.14								10/17/2024	
		T	10/9/2024	23145-101724-1		Burden Devon Perkins		28.47								10/17/2024	
		T	10/9/2024	23145-101724-1		Burden Jimmy L Franklin		38.34								10/17/2024	
		T	10/9/2024	23145-101724-1		Burden Mathew B Ward		30.04								10/17/2024	
		T	10/9/2024	23145-101724-1		Burden Rafael Lopez		69.58								10/17/2024	
		U	10/9/2024	23145-101724-1		Fringes Blake P Bordelon		41.60								10/17/2024	
		U	10/9/2024	23145-101724-1		Fringes Devon Perkins		28.80								10/17/2024	
		U	10/9/2024	23145-101724-1		Fringes Jimmy L Franklin		96.00								10/17/2024	
		U	10/9/2024	23145-101724-1		Fringes Mathew B Ward		30.40								10/17/2024	
		U	10/9/2024	23145-101724-1		Fringes Rafael Lopez		96.00								10/17/2024	
		L	10/10/2024	2123145-101724-1		RICHARD GOETTLE, INC. Michael Ray Ruf		295.20			8.00					10/17/2024	
		B	10/10/2024	2123145-101724-1		Burden		59.26								10/17/2024	
		F	10/10/2024	2123145-101724-1		Michael Ray Ruf		195.20								10/17/2024	
		G	10/10/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Blake P Bordelon		208.00			8.00					10/17/2024	
		G	10/10/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Devon Perkins		144.00			8.00					10/17/2024	
		G	10/10/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Jimmy L Franklin		194.00			8.00					10/17/2024	

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1 - LABOR																	
110	Hurricane Milton																
		G	10/10/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Mathew B Ward		152.00			8.00					10/17/2024	
		G	10/10/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Rafael Lopez		352.00			8.00					10/17/2024	
		T	10/10/2024	23145-101724-1		Burden Blake P Bordelon		41.10								10/17/2024	
		T	10/10/2024	23145-101724-1		Burden Devon Perkins		28.45								10/17/2024	
		T	10/10/2024	23145-101724-1		Burden Jimmy L Franklin		38.37								10/17/2024	
		T	10/10/2024	23145-101724-1		Burden Mathew B Ward		30.06								10/17/2024	
		T	10/10/2024	23145-101724-1		Burden Rafael Lopez		69.60								10/17/2024	
		U	10/10/2024	23145-101724-1		Fringes Blake P Bordelon		41.60								10/17/2024	
		U	10/10/2024	23145-101724-1		Fringes Devon Perkins		28.80								10/17/2024	
		U	10/10/2024	23145-101724-1		Fringes Jimmy L Franklin		96.00								10/17/2024	
		U	10/10/2024	23145-101724-1		Fringes Mathew B Ward		30.40								10/17/2024	
		U	10/10/2024	23145-101724-1		Fringes Rafael Lopez		96.00								10/17/2024	
		L	10/11/2024	2123145-101724-1		RICHARD GOETTLE, INC. Michael Ray Ruf		295.20			8.00					10/17/2024	
		B	10/11/2024	2123145-101724-1		Burden		59.23								10/17/2024	
		F	10/11/2024	2123145-101724-1		Michael Ray Ruf		195.20								10/17/2024	
		G	10/11/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Blake P Bordelon		208.00			8.00					10/17/2024	
		G	10/11/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Devon Perkins		144.00			8.00					10/17/2024	
		G	10/11/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Jimmy L Franklin		194.00			8.00					10/17/2024	
		G	10/11/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Mathew B Ward		152.00			8.00					10/17/2024	
		G	10/11/2024	23145-101724-1		R.W. HARRIS, INC. (LABOR ONLY) Rafael Lopez		352.00			8.00					10/17/2024	
		T	10/11/2024	23145-101724-1		Burden Blake P Bordelon		41.13								10/17/2024	
		T	10/11/2024	23145-101724-1		Burden Devon Perkins		28.47								10/17/2024	
		T	10/11/2024	23145-101724-1		Burden Jimmy L Franklin		38.35								10/17/2024	
		T	10/11/2024	23145-101724-1		Burden Mathew B Ward		30.06								10/17/2024	
		T	10/11/2024	23145-101724-1		Burden Rafael Lopez		69.58								10/17/2024	
		U	10/11/2024	23145-101724-1		Fringes Blake P Bordelon		41.60								10/17/2024	
		U	10/11/2024	23145-101724-1		Fringes Devon Perkins		28.80								10/17/2024	
		U	10/11/2024	23145-101724-1		Fringes Jimmy L Franklin		96.00								10/17/2024	
		U	10/11/2024	23145-101724-1		Fringes Mathew B Ward		30.40								10/17/2024	

Job: 23145 BRADENTON WRF
1900 1st St
Bradenton, FL 34208

Contract:	881,000.00
Change Orders:	0.00
Revised:	881,000.00
Prev. Billed:	0.00
Open:	881,000.00

Cat.	Description	Date	Invoice	P.O.	Contract Amount	Billings To Date	Cost Actual	Cost Overrun	Hours Actual	Hours Over	Quantity	Bill @	Date Posted	Billing Cycle
1 - LABOR														
110	Hurricane Milton													
U		10/11/2024	23145-101724-1		Fringes		96.00						10/17/2024	
					Rafael Lopez									
L		10/14/2024	2123145-102424-1		RICHARD GOETTLE, INC.		295.20		8.00				10/24/2024	
					Michael Ray Ruf									
B		10/14/2024	2123145-102424-1		Burden		59.25						10/24/2024	
F		10/14/2024	2123145-102424-1		Michael Ray Ruf		195.20						10/24/2024	
L		10/15/2024	2123145-102424-1		RICHARD GOETTLE, INC.		295.20		8.00				10/24/2024	
					Michael Ray Ruf									
B		10/15/2024	2123145-102424-1		Burden		59.24						10/24/2024	
F		10/15/2024	2123145-102424-1		Michael Ray Ruf		195.20						10/24/2024	
L		10/16/2024	2123145-102424-1		RICHARD GOETTLE, INC.		295.20		8.00				10/24/2024	
					Michael Ray Ruf									
B		10/16/2024	2123145-102424-1		Burden		59.25						10/24/2024	
F		10/16/2024	2123145-102424-1		Michael Ray Ruf		195.20						10/24/2024	

	Contract Amount	Billings To Date	Cost Actual	Cost Overrun	Hours Actual	Hours Over
Labor			2,361.60	2,361.60	64.00	64.00
Burden			473.98	473.98	0.00	0.00
Fringes			1,561.60	1,561.60	0.00	0.00
Operator Labor			5,278.19	5,278.19	200.00	200.00
Operator Burden			1,043.51	1,043.51	0.00	0.00
Operator Fringes			1,464.00	1,464.00	0.00	0.00
Category 110 Totals		0.00	12,182.88	12,182.88	264.00	264.00
LABOR Totals	0.00	0.00	19,212.83	-75,349.17	400.00	-1,570.03
Job 23145 Totals	881,000.00	0.00	19,212.83	-75,349.17	400.00	-1,570.03
Labor			5,438.72	-57,602.28	128.00	-1,842.03
Burden			1,091.55	-30,429.45		
Fringes			1,653.92	1,653.92		
Operator Labor			7,432.76	7,432.76	272.00	272.00
Operator Burden			1,469.48	1,469.48		
Operator Fringes			2,126.40	2,126.40		



Goettle Equipment Company, Inc.
12071 Hamilton Ave.
Cincinnati, OH 45231
Phone: (513) 825-8661
Fax: (513) 825-9453

76322

INVOICE

Terms : Net 30
Your PO# :
Your Job# :

Order# : 23145
Invoice Date : 9/30/2024
Rental Period : 9/1/2024 - 9/30/2024

BILL TO

Axiom Foundations
12071 Hamilton Ave.
Cincinnati, OH 45231

Phone: (513) 825-8100
Fax: (513) 825-8107

SHIP TO

Axiom Foundations
1900 1st Street
Bradenton FL 34208

Qty	Item Num	Description	From	To	Price	Unit	Extended
10	D-17	ICE AUGER DRILL 5050	9/1/2024	9/30/2024	450.00	DAYS	4500.00

Cust Inv. #:

Sale Amount	4500.00
Shipping	0.00
Sales Tax	0.00
Total Amount	4500.00

Make all checks payable to Goettle Equipment Company
THANK YOU FOR YOUR BUSINESS!

.302

United Rentals
DBA Reliable Onsite Services
BRANCH 87B
5601 HARTFORD ST
TAMPA FL 33619-9643
813-565-1880

4 WEEK BILLING INVOICE

238841914-002

Customer #	: 7618438
Invoice Date	: 10/15/24
Date Out	: 09/16/24 05:00 PM
Billed Through	: 11/11/24 00:00
UR Job Loc	: 1900 1ST ST W, BRADE
UR Job #	: 709
Customer Job ID:	
P.O. #	: 23145 .3.302
Ordered By	: CASEY NADER
Reserved By	: KENNETH BUNDRUM
Salesperson	: HOUSE ACCOUNT

Job Site
BRADENTON WRF
1900 1ST ST W
BRADENTON FL 34208

Office: 727-572-9200 **Job:** 727-572-9200

R W HARRIS INC
12300 44TH ST N
CLEARWATER FL 33762-5113 Axiom

Invoice Amount: $300.63

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4955
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
2	600/2410	STANDARD PORTABLE RESTROOM		25.75	25.75	25.75	51.50
2	075/2070	SERVICE - RESTROOM 1X WEEKLY		114.73	114.73	114.73	229.46

Rental Subtotal:	280.96
Agreement Subtotal:	280.96
Tax:	19.67
Total:	300.63

COMMENTS/NOTES:

CONTACT: CASEY NADER
CELL#: 814-573-6182

Billing period: 28 Days From 10/14/24 05:00 PM Thru 11/11/24 05:00 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

REVIEWED
By Rebecca Bowers at 9:30 am, Oct 17, 2024

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals

BRANCH AI8
1502 MCKAY BAY CT
TAMPA FL 33619
813-324-2211

4 WEEK BILLING INVOICE

221214017-018

Job Site

MACDILL
9211 MARINA BAY DRIVE
TAMPA FL 33621-5507

Office: 727-572-9200 **Cell:** 727-503-9203

R W HARRIS INC
12300 44TH ST N
CLEARWATER FL 33762-5113

Axiom

23145.3.302

Customer #	: 7618438
Invoice Date	: 10/11/24
Date Out	: 06/22/23 05:00 PM
Billed Through	: 11/07/24 00:00
UR Job Loc	: 9211 MARINA BAY DRIV
UR Job #	: 639
Customer Job ID:	
P.O. #	: NPOR
Ordered By	: DOUG WEISNER
Reserved By	: DEREK CALHOUN
Salesperson	: DEREK CALHOUN

Invoice Amount: $628.88

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4955
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11636530	GLO/OFFICE CONTAINER 8X20X8'6" Make: MOBILE TRL Model: 20' AO GLO Serial: CWWU1223278				585.00	585.00

-MOVED TO BRADENTON JOBSITE
- PER R.W.H

Rental Subtotal:	585.00
Agreement Subtotal:	585.00
Tax:	43.88
Total:	628.88

COMMENTS/NOTES:

CONTACT: DOUG WEISNER
CELL#: 727-639-0253
POWER TO REAR
CALL DOUG @ 727.639.0253
HOURS 8-230PM

Billing period: 28 Days From 10/10/24 05:00 PM Thru 11/07/24 05:00 PM

REVIEWED
By Rebecca Bowers at 11:46 am, Oct 14, 2024

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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INVOICE

--- REMIT TO ---
WIRE OR ACH TO: WELLS FARGO
ACCT OF:MAXIM CRANE WORKS
ABA#121000248 ACT#4121770978
REFERENCE: INVOICE#

MAXIM Crane Works, L.P.

WWW.MAXIMCRANE.COM

INVOICE NO:	35174366
INVOICE DATE:	10/11/24
P/O #:	TBD
INVOICE TOTAL:	14,206.24 USD
TERMS:	Net 30 Days
REFERENCE:	

BILL TO: 01473977
RW HARRIS INC - CLEARWATER
OFFICE@RWHARRISINC.COM
12300 44TH ST NORTH
CLEARWATER, FL 33762

Axiom

PHONE: 727 5729200

SHIP TO: 80550218
BRADENTON WATER TREATME
1810 FIRST ST. W.
BRADENTON, FL 34208

23145.3.301

Equipment Rental Dates: 10/09/24 Thru 11/05/24

F.O.B. Shipping Point

ORDER #: X2032848/VD00855131 BRANCH: TAM SALESREP: JD8 *** BARE RENTAL ***

EQUIPMENT #	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
	ORDERED BY: JASON MURPHY				
90803	80 TON CONVENTIONAL CRAWLER S/N P8J91441	1.00	Month	12,400.00	12,400.00
	PREVENTATIVE MAINTENANCE FEE	1.00	Month	604.00	604.00
	TPP TAX SURCHARGE	1.00	Month	372.00	372.00
	SALES TAX: FL - MANATEE - BRADENTON				830.24

*** PLEASE NOTE - OUR LOCKBOX ADDRESS HAS CHANGED ***
LOCKBOX # 774389
P.O BOX 854389
MINNEAPOLIS, MN 55485-4389
800/766-9764 FAX: 859/442-6201
MAXIM ACCEPTS CREDIT CARDS, A SURCHARGE OF 2.75% MAY APPLY.
TO MAKE A PAYMENT, GO TO HTTPS://CONNECT.EBIZCHARGE.NET

REVIEWED
By Rebecca Bowers at 1:19 pm, Oct 14, 2024

Page: 1 INVOICE TOTAL 14,206.24 USD

United Rentals

TRENCH SAFETY
BRANCH A15
1513 MCKAY BAY CT
TAMPA FL 33619
813-630-2003
813-621-7987 FAX

4 WEEK BILLING INVOICE

239102431-001

Customer #	: 7618438
Invoice Date	: 10/02/24
Date Out	: 09/20/24 10:00 AM
Billed Through	: 10/18/24 00:00
UR Job Loc	: 1900 1ST ST W, BRADE
UR Job #	: 709
Customer Job ID:	
P.O. #	: 23145 . 3.302
Ordered By	: CASEY NADER
Reserved By	: TARYN PREVOZNAK
Salesperson	: DEVIN MANESS

Job Site

BRADENTON WRF
1900 1ST ST W
BRADENTON FL 34208

Office: 727-572-9200 **Job:** 727-572-9200

R W HARRIS INC
12300 44TH ST N
CLEARWATER FL 33762-5113

Axiom

Invoice Amount: $1,500.60

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4955
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
6	900/0400	COMPOSITE MAT TC CLEANING		49.00	100.00	168.00	1,008.00
24	900/0402	COMPOSITE MAT TC 18" HEAD FORM STAKE		1.00	2.00	3.00	72.00
						Rental Subtotal:	1,080.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	345.000	EACH	345.00
			Sales/Misc Subtotal:	345.00
			Agreement Subtotal:	1,425.00
			Tax:	75.60
			Total:	1,500.60

COMMENTS/NOTES:

CONTACT: CASEY NADER
CELL#: 814-573-6182

Billing period: 28 Days From 9/20/24 10:00 AM Thru 10/18/24 10:00 AM

REVIEWED
By Rebecca Bowers at 8:20 am, Oct 04, 2024

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Pile Dynamics, Inc.
30725 Aurora Rd.
Cleveland. OH 44139

Phone: 216-831-6131
Fax: 216-831-0916
Email: accounts@pile.com

Pile Dynamics, Inc.

FINAL INVOICE

Invoice No.:	1056273
Invoice Date:	10/13/24
Due Date:	11/13/24
Customer No.:	C101913
Customer Ref No.:	~~24111~~
Page No.:	Page 1 of 2

Axiom 23145.3.302

Bill To:
RICHARD GOETTLE INC
12071 HAMILTON AVENUE
Axiom

CINCINNATI OH 45231
USA

US

Ship To:
Goettle - Louisville, KY
220 Eastern Pkwy

Louisville KY 40208
USA

PIR MOVED FROM CHART HOUSE TO BRADENTON ON 9/16/24 PER JOHN BARNES

Sales Employee:	Tom Tutolo	**Ship Via:**	FED EX Priority Freight
Contact Name:	TONY ECKERT	**Tracking #:**	
Terms:	Net 30 Days	**INCO Terms:**	EX Works PDI Cleveland

	Description	Quantity	Unit Price	Total
001	PIR Rental - Monthly	1	3,625.00	3,625.00
	Rental Period: 10/13/2024 - 11/11/2024			
	Software Installation USB Drive w/ the PDI logo	1		
	Pile Installation Recorder (PIR) Main Unit - Model Q, Rev	1		
	Serial Numbers 1042 RE			
	PIR Flow Tube-Meter Combo (3"""""""""""""""""""")	1		
	Serial Numbers U1Z300081			
	Depth Wheel Assembly	1		
	Serial Numbers 6082 RD			
	PIR Printer (USB)	1		
	Serial Numbers F77F274363			
	PIR Radio Transmitter	1		
	Serial Numbers 1009RB			
	PIR Wireless Transmitter Battery	2		
	Battery Charger for PIR Transmitter	1		
	PIR USB Printer Cable, Black - 15 ft	1		
	Main Breakout (J) Cable for PIR	1		
	PIR Cable, Power (G)	2		
	PIR Cable, Pressure Transducer (L)	2		
	PIR Cable, Transmitter Battery (B) - 10 ft	1		
	PIR Cable, Transmitter Depth (D)	1		
	PIR Proximity Switch for Rotation	1		
	PIR Rotation Mounting Kit	1		
	Installation Kit for Wheel	1		
	Whip Check	1		
	PIR Cable, Pressure Transducer (L)	1		
	PIR Printer Power Supply (Universal)	1		
	PIR Radio Mounting Box Assembly (Mounting Cups)	2		
	PIR Depth Wheel Mounting Bracket	1		
	Transit Case for PIR Main with Foam Insert	1		
	PIR Cable, Pressure Transducer (L)	1		

The foregoing incorporates and is conditional upon and subject to Pile Dynamics, Inc.'s Standard Terms & Conditions of Sale available at www.pile.com.

Pile Dynamics, Inc.
30725 Aurora Rd.
Cleveland. OH 44139

Phone: 216-831-6131
Fax: 216-831-0916
Email: accounts@pile.com

Pile Dynamics, Inc.

FINAL INVOICE

Invoice No.:	1056273
Invoice Date:	10/13/24
Due Date:	11/13/24
Customer No.:	C101913
Customer Ref No.:	24111
Page No.:	Page 2 of 2

Subtotal	$3,625.00
Shipping	$0.00
Tax	$0.00
Total	$3,625.00
Payments/Credits	$0.00
Balance Due	**$3,625.00**

PLEASE REMIT THIS AMOUNT

Remarks: Based on Rental Contract 2662.

New Remittance Info - Please update your records

Domestic Wire and ACH Instructions:

Bank Name: Chase Bank USA, NA
Bank Address:1300 East 9th St.
Cleveland, OH 44114 USA
Bank Phone: 216-781-4437

ABA or Routing Number: 044000037
Account Number: 133670650
For Account of: Pile Dynamics, Inc.

The foregoing incorporates and is conditional upon and subject to Pile Dynamics, Inc.'s Standard Terms & Conditions of Sale available at www.pile.com.

Credit card payments are subject to additional convenience fee charges. Unpaid balance after 30 days is subject to 1.5% interest per month. Repair services are provided for PDI equipment at rates effective at time of repairs.



Goettle Equipment Company, Inc.
12071 Hamilton Ave.
Cincinnati, OH 45231
Phone: (513) 825-8661
Fax: (513) 825-9453

76324

INVOICE

Terms : Net 30
Your PO# :
Your Job# :

Order# : 23145
Invoice Date : 9/30/2024
Rental Period : 9/1/2024 - 9/30/2024

BILL TO

Axiom Foundations
12071 Hamilton Ave.
Cincinnati, OH 45231

Phone: (513) 825-8100
Fax: (513) 825-8107

SHIP TO

Axiom Foundations
1900 1st Street
Bradenton FL 34208

Qty	Item Num	Description	From	To	Price	Unit	Extended
10	CP-36	OLIN CONCRETE PUMP	9/1/2024	9/30/2024	285.00	DAYS	2850.00

Cust Inv. #:

Sale Amount	2850.00
Shipping	0.00
Sales Tax	0.00
Total Amount	2850.00

Make all checks payable to Goettle Equipment Company
THANK YOU FOR YOUR BUSINESS!

.302



Goettle Equipment Company, Inc.
12071 Hamilton Ave.
Cincinnati, OH 45231
Phone: (513) 825-8661
Fax: (513) 825-9453

76323

INVOICE

Terms : Net 30
Your PO# :
Your Job# :

Order# : 23145
Invoice Date : 9/30/2024
Rental Period : 9/1/2024 - 9/30/2024

BILL TO

Axiom Foundations
12071 Hamilton Ave.
Cincinnati, OH 45231

Phone: (513) 825-8100
Fax: (513) 825-8107

SHIP TO

Axiom Foundations
1900 1st Street
Bradenton FL 34208

Qty	Item Num	Description	From	To	Price	Unit	Extended
10	CP-11	OLIN GROUT PUMP	9/1/2024	9/30/2024	285.00	DAYS	2850.00

Cust Inv. #:

Sale Amount	2850.00
Shipping	0.00
Sales Tax	0.00
Total Amount	2850.00

Make all checks payable to Goettle Equipment Company
THANK YOU FOR YOUR BUSINESS!

.302

United Rentals

BRANCH 77A
2344 12TH ST
SARASOTA FL 34237-2904
941-444-3770
941-366-7434 FAX

4 WEEK BILLING INVOICE

238782544-003

Job Site

BRADENTON WRF
1900 1ST ST W
BRADENTON FL 34208

Office: 727-572-9200 **Job:** 727-572-9200

R W HARRIS INC
12300 44TH ST N
CLEARWATER FL 33762-5113

Axiom

Customer #	: 7618438
Invoice Date	: 10/04/24
Date Out	: 09/16/24 09:00 AM
Billed Through	: 10/14/24 00:00
UR Job Loc	: 1900 1ST ST W, BRADE
UR Job #	: 709
Customer Job ID:	
P.O. #	: 23145 · 3.302
Ordered By	: CASEY NADER
Reserved By	: MAXWELL HOULE
Salesperson	: CHRISTOPHER GARGUILO

Invoice Amount: $9,375.08

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4955
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	903/5411	SKID STEER FORK ATTACHMENT HEAVY DUTY	6.00	6.00	115.00	253.00	253.00
1	11670975	COMPRESSOR 175-195 CFM TIER 4 Make: AIRMAN Model: PDS185S-6EZ1 Serial: B4-6E70160 Meter out: 588.03 Meter in: .00	116.00	116.00	302.00	697.00	697.00
1	11845886	COMPRESSOR 175-195 CFM TIER 4 Make: ATLASCOPCO Model: CPS 175-100 CW Serial: YA3C1CA13P0879187 Meter out: 880.97 Meter in: .00	116.00	116.00	302.00	697.00	697.00
1	10844380	FORKLIFT VARIABLE REACH 10000# 50'-62' Make: SKYTRAK Model: 10054 Serial: 0160090187 Meter out: 2671.94 Meter in: .00	534.00	534.00	1,491.00	3,934.00	3,934.00
1	11833512	SKID STEER TRACK LOADER 2800-3399# Make: TAKEUCHI Model: TL12R2-R Serial: 412107729 Meter out: 227.00 Meter in: .00 Substituted for: SKID STEER TRACK LOADER TELE 3400# &OVER	414.00	414.00	1,098.00	2,664.00	2,664.00

Rental Subtotal: 8,245.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000	EACH	99.00
1	DELIVERY CHARGE		223.500	EACH	223.50
1	PICKUP CHARGE		223.500	EACH	223.50

Sales/Misc Subtotal: 546.00

Agreement Subtotal: 8,791.00
Tax: 584.08
Total: 9,375.08

COMMENTS/NOTES:

CONTACT: CASEY NADER
CELL#: 814-573-6182

REVIEWED
By Rebecca Bowers at 9:43 am, Oct 07, 2024

Billing period: 28 Days From 9/16/24 09:00 AM Thru 10/14/24 09:00 AM

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

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Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

December 19th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #25 – Clarifier's Rebar Modifications

City of Bradenton,

This proposal covers the additional costs associated with the modifications to the clarifier's rebar design.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $4,697.

This proposal includes the following:

1. Additional rebar, labor, and engineering costs were incurred due to extending the top bars 48 inches past the center pier wall, as per the engineer's comments in submittal #32B.
2. Pricing is valid for 30 days.
3. Pricing is based on normal working hours and not any overtime.
4. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
5. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
6. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 25

Date: 12/19/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ -
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 4,084.00	
4	Incidental/Consumables (2% of PK Labor)	$ 4.00	$200.00
Totals: Material Cost - Labor Hours		$ 4,088.00	$ 200.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	0.00	$45.00	$0.00
Journeyman/Foreman	0.00	$55.00	$0.00
Superindentant	0.00	$65.00	$0.00
TOTAL LABOR			$0.00

Suppliers		0.00
Labor Cost		200.00
Material Cost		0.00
Rental Equipment		0.00
Sales Tax	7.5%	0.00
Incidentals & Delivery		4.00
SubTotal		204.00
General Markup	15%	30.60
Subtotal		234.60
Subcontractors		4,084.00
Sub Mark Up	7%	285.88
Subtotal		4,604.48
Bond	1%	46.04
Insurance	1%	46.04
Final Adjustment		0.43
Total		$4,697.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
ACCLAIM	CLARIFIER'S REBAR REDESIGN	$ 4,084.00
	TOTAL SUBCONTRACTORS	4,084.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	1	100.00	100.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	1	100.00	100.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$200.00

NOTE: This is the only form on which change order proposals will be accepted.

Company:	**Poole & Kent**
Address:	**1715 West Lemon Street, Tampa, Fl 33606**
PM / Estimator:	**Kyle Jackson**
Change Order Request #:	**04**
Date:	**05/16/2024**
Description of Change:	**Rebar shop drawing additional detailing due to reviewing party changing the required design of the Clarifier while reviewing the Shop Drawings. Description detail can be found in attached Change Orders from Trinity Construction Products.**

Project: **Bradenton Clarifier #4 201 17th Avenue West Bradenton, FL 34205**

LABOR

Quantity	Unit type	Description	$/unit	Cost of labor
1001	Lbs.	CO #4 Labor to install additional Rebar Hooks	$ 0.44	$ 444.44
8	Hrs.	CO #4 Engineering time	$ 60.00	$ 480.00
1920	Lbs.	CO #2 Labor to install extended bottom clarifier bars 48" into center pier	$ 0.44	$ 852.48
1	Hrs.	CO #2 Engineering time	$ 60.00	$ 60.00
				$ -
				$ -
				$ -
				$ -
		Labor Subtotal		$ 1,836.92
		Labor Burden Percentage	0%	$ -
		Labor Total		$ 1,836.92

MATERIAL

Quantity	Unit type	Description	$/unit	Cost of Material
1001	Lbs.	COR #4 (additional Rebar Hooks)	$ 0.60	$ 598.10
1920	Lbs.	COR #2 Labor to install extended bottom clarifier bars 48" into center pier	$ 0.60	$ 1,147.20
				$ -
				$ -
				$ -
				$ -
				$ -
		Material subtotal		$ 1,745.30
		Material Sales Tax	7.50%	$ 130.90
		Material Total		$ 1,876.19

EQUIPMENT / SUBCONTRACTORS / UNIT COSTS

Quantity	Unit type	Description	$/unit	Cost of E/S/U
		N/A		$ -
				$ -
				$ -
				$ -
		Equipment & Sub Total		$ -

Labor Total		$ 1,836.92
Material total		$ 1,876.19
Equip./Sub/ Unit Total		$ -
Subtotal		$ 3,713.12
Allowable OH&P	10%	$ 371.31
GRAND TOTAL (no pennies)		**$ 4,084**

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

January 26th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #02 – Direct Burial Fiber

City of Bradenton,

This proposal is for the previously completed work under a field directive. The work included the locating and tracing of electrical conductors and fiber that was direct buried as well as fiber and communications cable in a 2" conduit, all conflicting with the new clarifier's location. This proposal does not include the relocation of the cables in the 2" conduit.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $3,408.

This proposal includes the following:

1. This proposal is valid for a period of 21 days, at which point it is void at option of Poole and Kent.
2. Pricing is based on normal working hours and not any overtime.
3. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
4. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
5. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Regards,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 1

Date: 1/26/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ 330.00
2	Rental Equipment + Tools	$ 585.00	
3	Suppliers & Subcontractors	$ 1,756.00	
4	Incidental/Consumables (2% of PK Labor)	$ 12.60	$300.00
Totals: Material Cost - Labor Hours		$ 2,353.60	$ 630.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	2.00	$45.00	$90.00
Journeyman/Foreman	2.00	$55.00	$110.00
Superindentant	2.00	$65.00	$130.00
TOTAL LABOR			$330.00

Suppliers		0.00
Labor Cost		630.00
Material Cost		0.00
Rental Equipment		585.00
Sales Tax	7.5%	43.88
Incidentals & Delivery		12.60
SubTotal		1,271.48
General Markup	15%	190.72
Subtotal		1,462.20
Subcontractors		1,756.00
Sub Mark Up	7%	122.92
Subtotal		3,341.12
Bond	1%	33.41
Insurance	1%	33.41
Final Adjustment		0.06
Total		$3,408.00

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)	1	day	585.00	585.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
				0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$585.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
GEC Controls	Fiber Identification and Tracing	$ 878.00
GEC Controls	Fiber Identification and Tracing	$ 878.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	1	100.00	100.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	2	100.00	200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$300.00

GENERAL CONTROL SYSTEMS

17 Coporate Circle
Albany, New York 12203
Phone: (518) 270-8045 Fax (518) 270-8042
www.generalcontrolsystems.com

QUOTE

QUOTE NO: SQ24-2176
Rev: 0
DATE: January 25, 2024

Quotation Valid for 30 DAYS

To: Kyle Jackson
Poole and Kent

Page: 1
of: 1

Ref:

Ph: 813-476-3116 **Email:** kylej@pkflorida.com
Fax:

SALES PERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
		Best Way	Pre-Pay & Add		NET 30	

Line Item	Qty	Description	Unit Price	Line Total
	1	Service to trace fiber - 4 hours plus expenses Service Date 12/11/23	$878.00	$878.00
			Subtotal	$878.00
			Sales Tax	
			Total	$878.00

This quotation prepared by: _____

To accept this quotation, sign here and return: **X** _____

THANK YOU FOR YOUR BUSINESS!

GENERAL CONTROL SYSTEMS

17 Coporate Circle
Albany, New York 12203
Phone: (518) 270-8045 Fax (518) 270-8042
www.generalcontrolsystems.com

QUOTE

QUOTE NO: SQ24-2177
Rev: 0
DATE: January 25, 2024

Quotation Valid for 30 DAYS

To: Kyle Jackson
Poole and Kent

Page: 1
of: 1

Ref:

Ph: 813-476-3116 **Email:** kylej@pkflorida.com
Fax:

SALES PERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
		Best Way	Pre-Pay & Add		NET 30	

Line Item	Qty	Description	Unit Price	Line Total
	1	Service to trace fiber - 4 hours plus expenses Date of service 01/15/24	$878.00	$878.00
			Subtotal	$878.00
			Sales Tax	
			Total	$878.00

This quotation prepared by: _____

To accept this quotation, sign here and return: **X** _____

THANK YOU FOR YOUR BUSINESS!

PROPOSED CONTRACT MODIFICATION (PCM) No. 03

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Dean Jones

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated With Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 12/7/2023

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – WWTF Improvement - Project Plan Set – DWG No. D5 Note 2

DESCRIPTION OF MODIFICATION: Contractor is requested to provide equitable itemized proposal for two task items. Task item A - Time & Materials to field test and identify path & connection point locations of unidentified found fiber and electrical wire that are direct buried in proximity to 8" DI Sewer pipe that is to be demolished located on the South side of the proposed location of the new Clarifier #4 as seen on DWG No. D5.

Task B – Estimate for rerouting, and installation, of found underground fiber and electrical wires within conduit so as not to conflict with the proposed Clarifier #4. Scope of work to be determined at a later date once agreed upon by the City.

REASON FOR MODIFICATION: During demolition and field spotting per DWG. No. D5 note 2, unidentified underground fiber and electrical wire were found in the area that will conflict with the designed installations.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

Your response is requested by 12/13/2023

xc:

SIGNATURE: Christopher Seufert

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

March 25th, 2025

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #33 – RAS Pump Station Redesign

City of Bradenton,

This proposal is for the modifications at the RAS Pump Station in accordance with PCM #11.
We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $47,272.

This proposal includes the following:

1. Additional piping, fittings, and concrete required for the redesign of the RAS pump station.
2. Pricing also includes (3) 16-inch spool pieces for the ARV installation, per field directive.
3. Pricing is valid for 30 days.
4. Pricing is based on normal working hours and not any overtime.
5. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
6. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
7. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 33

Date: 3/25/2025

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 31,529.51	$ 2,200.00
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 2,500.00	
4	Incidental/Consumables (2% of PK Labor)	$ 80.00	$1,800.00
Totals: Material Cost - Labor Hours		$ 34,109.51	$ 4,000.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	16.00	$45.00	$720.00
Journeyman/Foreman	8.00	$55.00	$440.00
Superindentant	16.00	$65.00	$1,040.00
TOTAL LABOR			$2,200.00

Suppliers		0.00
Labor Cost		4,000.00
Material Cost		31,529.51
Rental Equipment		0.00
Sales Tax	7.5%	2,364.71
Incidentals & Delivery		80.00
SubTotal		37,974.22
General Markup	15%	5,696.13
Subtotal		43,670.36
Subcontractors		2,500.00
Sub Mark Up	7%	175.00
Subtotal		46,345.36
Bond	1%	463.45
Insurance	1%	463.45
Final Adjustment		(0.26)
Total		$47,272.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	PVF	LOT	$ 21,762.86		0
1	16" SPOOLS	LOT	$ 9,766.65		0
			$ -		0
			$ -		0
			$ -

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
ACCLAIM	EXTENDED PAD	$ 2,500.00
	TOTAL SUBCONTRACTORS	2,500.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	16	100.00	1,600.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	2	100.00	200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$1,800.00

FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To: .
From: Gary Morgan
gary.morgan2@ferguson.com
Comments:

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B568507
Bid Date: 01/21/25
Quoted By: GM

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer:
POOLE AND KENT COMPANY OF
1715 W LEMON ST
23707 BRADENTON WRF CLARI
TAMPA, FL 33606

Ship To:
POOLE AND KENT COMPANY OF
1810 1ST ST WEST
23707 BRADENTON WRF CLARIFI
.
BRADENTON, FL 34205

Cust PO#: 23707 RAS CHANGE

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total
	CHANGE IN RAS PS TO TANK ADD:				
AFR350PP420	20 CL350 P-401 DI FLEX RNG PIPE MARK B14	40	319.000	FT	12760.00
DMJ9P4LA20	DOM 20 MJ C153 P-401 90 BEND L/A	1	7482.860	EA	7482.86
E1120DEC	20 MEGALUG EBAASEAL ACCY PKG F/ DI	2	760.000	EA	1520.00
	SUBTOTAL				21762.86

Net Total: $21762.86

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To:
From: **Patrick Smith**
patrick.smith@ferguson.com
Comments:

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B569593
Bid Date: 02/04/25
Quoted By: PSX

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer:
POOLE AND KENT COMPANY OF
1715 W LEMON ST
23707 BRADENTON WRF CLARI
TAMPA, FL 33606

Ship To:
POOLE AND KENT COMPANY OF
1715 W LEMON ST
23707 BRADENTON WRF CLARI
TAMPA, FL 33606

Cust PO#: 23707-2-006

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total
SP-16DIPFABSPOOL	16 DIP FAB SPOOL-DESCRIPTION BELOW 16" X 1' DOM FLG X FLG P-401 LINED W/ 1" CLEAN HOLE CENTERED FOR TOP MOUNT	3	2196.340	EA	6589.02
SP-FCD2021840IP4U1	16 IN IRON SADDLE 1 IP 16" IRON SERVICE SADDLE W/ 1" IP RANGE 17.40-18.40	3	246.577	EA	739.73
SP-FFCA1950D18EU	18IN FLG CPLG ADPTR EXPOX SBR DOM	1	1772.240	EA	1772.24
SP-16FLGKIT307BDOM	16 IN FLG KIT 307B DOM W/FF RR GSK	3	144.877	EA	434.63
SP-18FLGKIT307BDOM	18 IN FLG KIT 307B DOM W/ RR FF GSK	1	231.030	EA	231.03
			Net Total:		$9766.65

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

PROPOSED CONTRACT MODIFICATION (PCM) No. 11

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

TO: Kyle Jackson – Poole & Kent DATE: 12/13/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – Bradenton WRF – 4th Clarifier Plans – Sheet Mark Up - M2, M4, M5, M7

DESCRIPTION OF MODIFICATION: The contractor is requested to submit an equitable itemized proposal for the Time, Materials and Equipment needed for the installation of the RAS pump feed manifold including materials and labor as a credit/deduct for omitting installation.

REASON FOR MODIFICATION: City's preferred layout to accommodate serviceability/maintenance.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

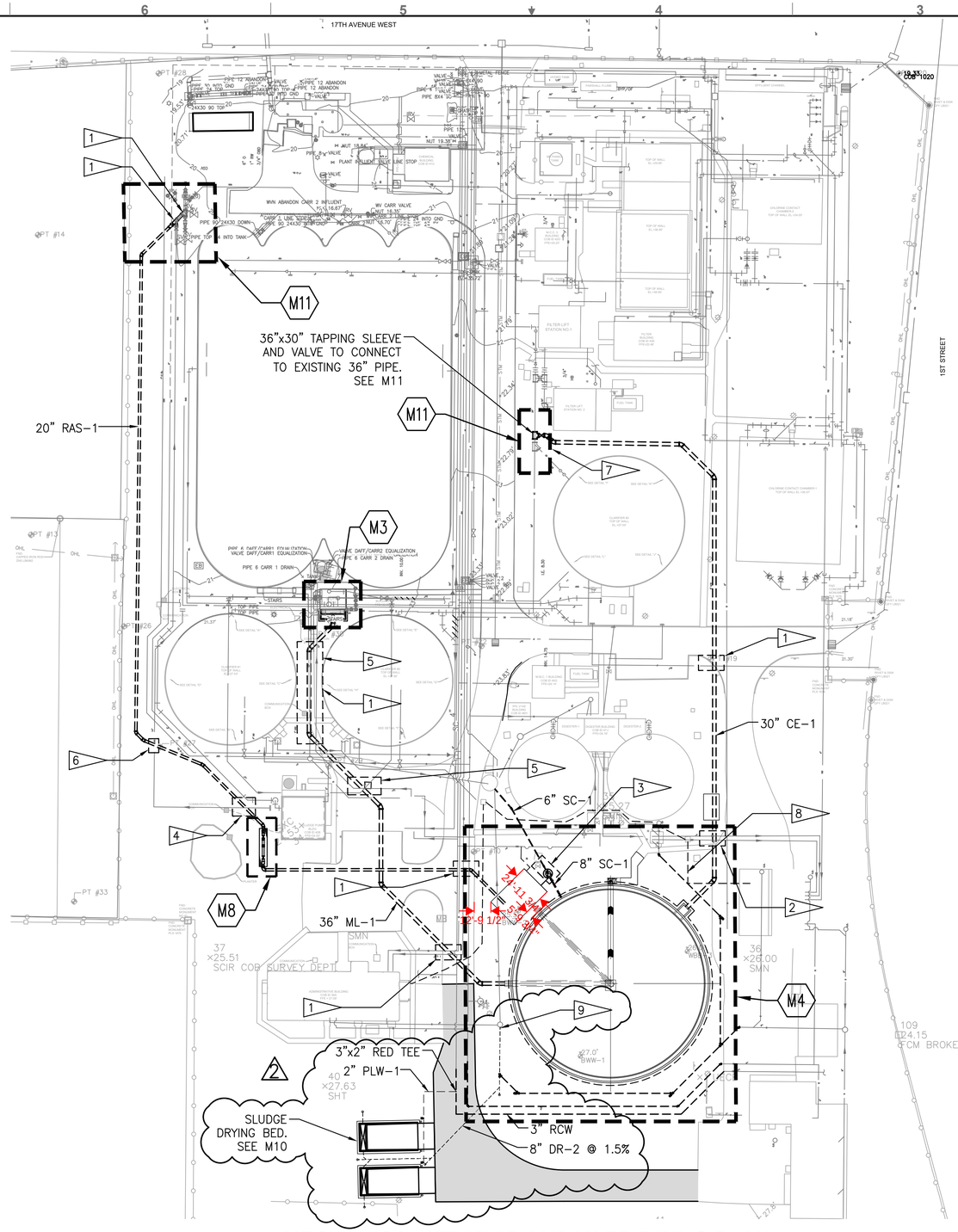
Your response is requested by 01/08/2025

xc:

SIGNATURE: Christopher Seufert

PLOTTED: 10/10/2023 08:06 AM RON MEADOWS

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MECHANICAL KEY MAP AND YARD PIPING PLAN

1"=50'

NOTES:

1. PRIOR TO INSTALLATION NEW PIPING THAT WILL CONNECT OR TIE-IN TO EXISTING PIPING CONTRACTOR SHALL EXPOSE EXISTING PIPING AT THE CONNECT/TIE-IN POINT TO FIELD VERIFY ELEVATION, SIZE AND MATERIAL. IF DIFFERS FROM DRAWING CONTRACTOR SHALL NOTIFY THE ENGINEER.

GRAPHIC SCALE

0 25 50 100

SCALE IN FEET

PIPE CONFLICTS

1. CONTRACTOR TO CONFIRM INVERT ELEVATION OF EXISTING PIPING AND INSTALL FITTINGS ON NEW PIPE AS NECESSARY TO AVOID CONFLICTS IN ACCORDANCE WITH NOTE 1 (THIS SHEET), GENERAL NOTES 9, 11, AND 30 ON G4, AND DETAIL 1 ON M14.
2. FROM BELT PRESS PUMPS TO SLUDGE HANDLING FACILITY. IE: 21.21' TO IE: CONTRACTOR TO CONFIRM.
3. FROM DISCHARGE PIPE (6") OF SCUM PUMPS TO THE PLANT LIFT STATION. IE: CONTRACTOR TO CONFIRM TO IE: 16.91'.
4. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
5. FROM 12" PIPE (SUBNATANT EFFLUENT DRAIN) OF SLUDGE THICKENER TO AERATION TANKS. IE: CONTRACTOR TO CONFIRM TO IE: 14.41'.
5. FROM 14" PIPE (SLUDGE DRAW-OFF) OF CLARIFIER TO SLUDGE PUMPING STATION. IE: 9.33' TO IE: 18.91'.
6. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
7. FROM 36"x24" WYE CONNECTION TO 36" TEE FITTING. IE: 10.16' TO IE: 9.16'.
8. APPROXIMATE LOCATION OF BURIED CONDUIT AND/OR FIBER OPTIC CABLE FROM DEWATERING BUILDING TO ADMINISTRATIVE BUILDING. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BEFORE DEMOLITION OR CONSTRUCTION OF NEW CLARIFIER.
9. 8" DR-2 TO TIE INTO EXISTING MANHOLE USING EXISTING SOUTH CORE, IE: 20.41'

CONFORMED SET

REV	DATE	REVISION DESCRITION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

MECHANICAL KEY MAP AND YARD PIPING

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

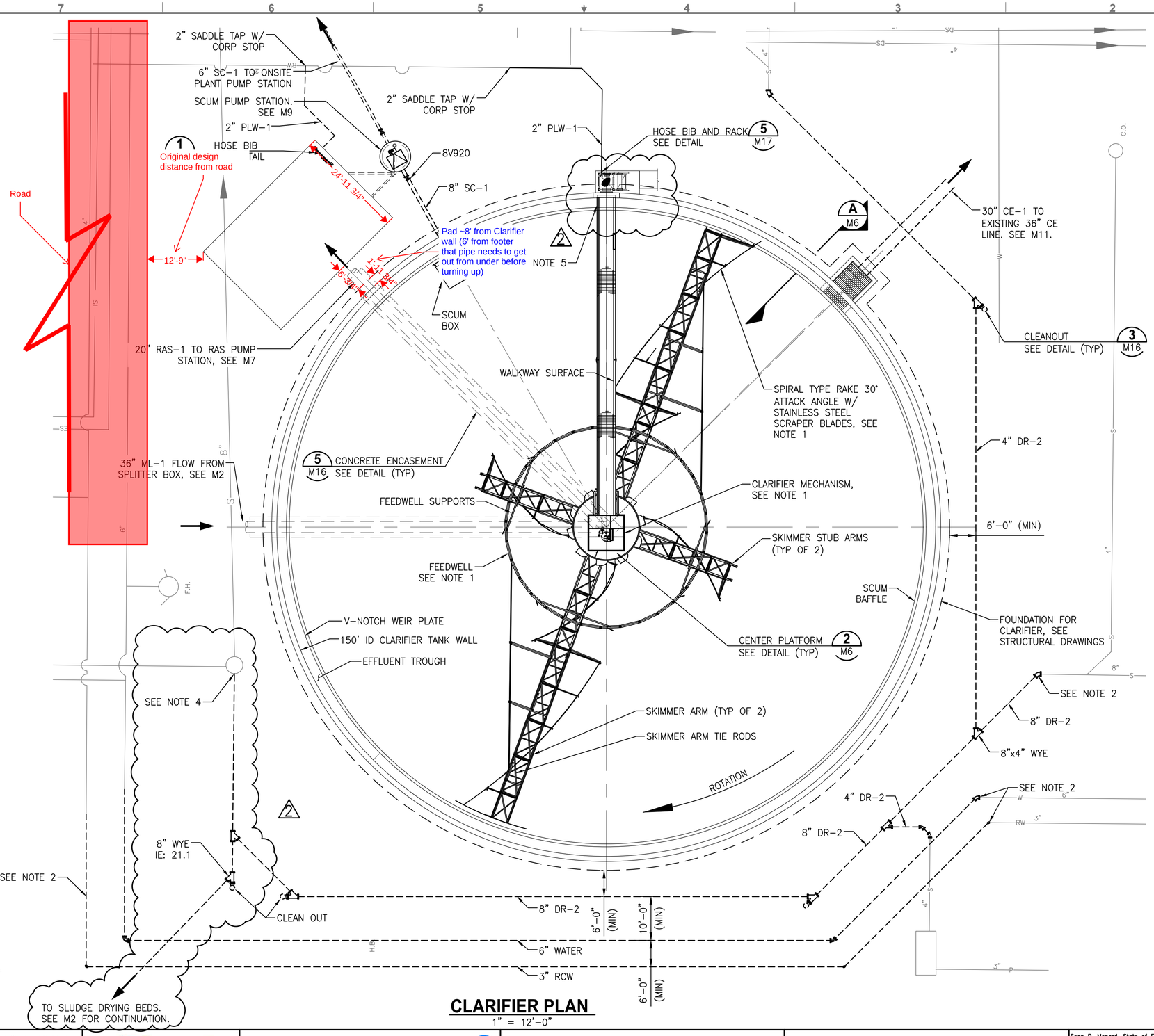
This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

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PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: M2

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CLARIFIER PLAN

1" = 12'-0"

GRAPHIC SCALE

0 6 12 24

SCALE IN FEET

NOTES:

1. CONTRACTOR TO COORDINATE ALL MECHANICAL DIMENSIONS WITH CLARIFIER MECHANISM MANUFACTURER AND STRUCTURAL. REQUIRES VERIFICATION AND/OR COORDINATION BY CONTRACTOR WITH RESPECT TO APPROVED SHOP DRAWING PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL CUT THE EXISTING PIPE AND CONNECT TO THE EXISTING PIPING BY INSTALLING PIPING OF THE SAME SIZE OF THE EXISTING PIPE. CONTRACTOR SHALL INSTALL BYPASS PIPING AND PUMPING AS REQUIRED TO MAINTAIN FLOW AND OPERATION DURING CONSTRUCTION.
3. PRIOR TO INSTALLATION NEW PIPING THAT WILL CONNECT OR TIE-IN TO EXISTING PIPING, CONTRACTOR SHALL EXPOSE EXISTING PIPING AT THE CONNECT/TIE-IN POINT TO FIELD VERIFY ELEVATION, SIZE AND MATERIAL. IF THE PIPE DIFFERS FROM DRAWING, CONTRACTOR SHALL NOTIFY THE ENGINEER.
4. 8" DR-2 TO TIE INTO EXISTING MANHOLE USING EXISTING SOUTH CORE, IE: 20.41. CONTRACTOR SHALL INSTALL BYPASS PIPING AND PUMPING AS REQUIRED TO MAINTAIN FLOW AND OPERATION DURING CONSTRUCTION.
5. STAIRS AND ACCESS LADDERS SHALL BE MODIFIED PER RESPONSE 9 OF ADDENDUM NO.2 (2)

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

CLARIFIER PLAN

Sean P. Menard, State of Florida, Professional Engineer, License #88647.
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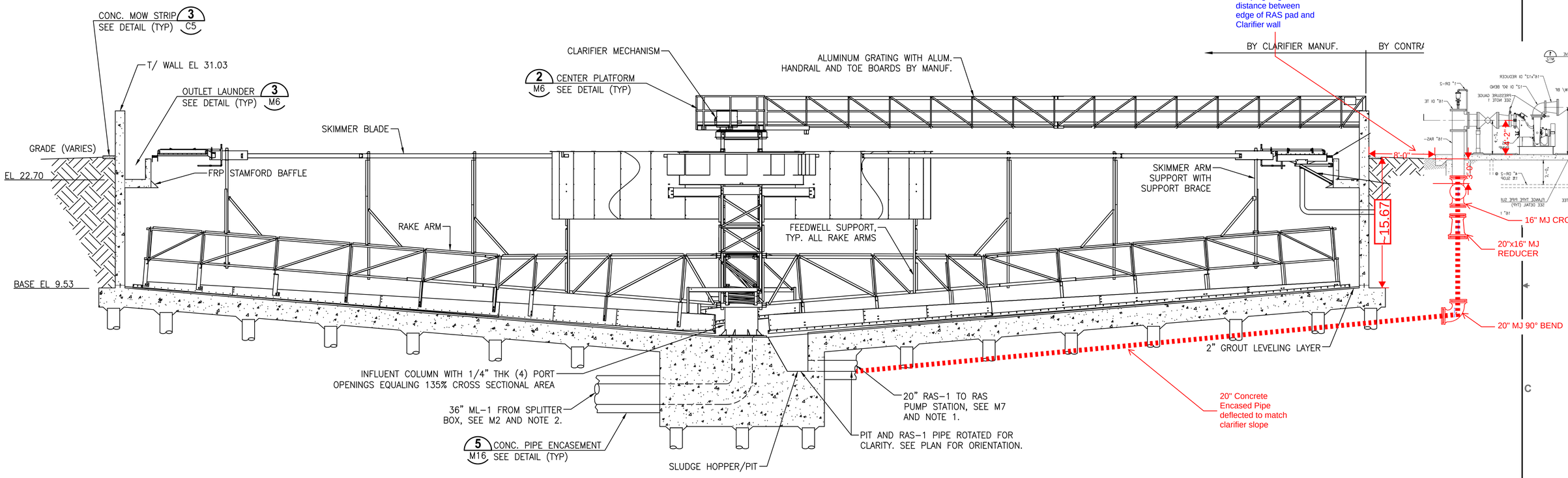
PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: M4

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GRAPHIC SCALE
0 3 6 12
SCALE IN FEET



CLARIFIER SECTION 1
1"=6'

NOTES:

1. PIPE INVERT SHALL BE COORDINATED WITH CLARIFIER MANUFACTURER TO BE IN LINE WITH RAS HOPPER.
2. PIPE INVERT SHALL BE COORDINATED WITH CLARIFIER MANUFACTURER AND SHALL BE AS SUCH TO ALLOW MINIMUM 3' CLEARANCE FROM CLARIFIER FOUNDATION AND TOP OF PIPE.

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

CLARIFIER SECTION

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

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PROJECT No.:	DATE:
01890-004-01	OCT 2023
INDEX No.:	DWG No.:
	M5

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TO SCUM PUMP STATION

GRAPHIC SCALE
0 1 2 4
SCALE IN FEET

Omit (3)-ARVs. Blind Flange does not need to be tapped.

Reloacted (3) ARV between discharge of each pump and check valve. ARV Drains to be re-routed as a field adjustment

1 M17 HOSE BIB SEE DETAIL

2" PLW-1

CLEANOUT SEE DETAIL (TYP) 3 M16

4"x4" PVC WYE (TYP)

16" CHECK VALVE 16V430 (TYP OF 3)

4" DR-2 @ 1% SLOPE

16" FLG TEE CL: 29.92 (TYP)

16" MJ 90° BEND

16" MJ 90° BEND IE: ~20.87 (TYP)

16" RAS-1 (TYP)

16" RAS-1 IE: ~20.87

20"x16" DI RED

16"x12" DI RED (TYP OF 6)

16" MJ VERTICAL CROSS TEE IE: ~20.87

20" RAS-1 IE: ~9.53

FROM CLARIFIER No. 4

BELOW GRADE 20" MJ 90° BEND ROLLED HORIZONTAL IE: ~9.53

12" HIGH STEEL BASE (TYP)

A M7

FLOOR DRAIN SEE DETAIL (TYP) 4 M16

16" DI TEE W/ BF & 1" ARV (TYP OF 3)

Relocate (3)-ARVs to discharge side. Blind Flange does not need to be tapped.

16" PLUG VALVE 16V900 (TYP OF 6)

PRESSURE GAUGE (TYP) SEE NOTE 1

TO HEADWORKS OR SPLITTER BOX

20" RAS-1 (TYP)

PUMP MOTOR (TYP OF 3)

RAS PUMP (TYP OF 3)

6 M12 FLANGE TYPE PIPE SUPPORT SEE DETAIL (TYP)

36'x25' CONCRETE PAD. SEE S8. CONTRACTOR TO PROVIDE A MILD SLOPE TO PAD SURFACE TO NEAREST FLOOR DRAIN.

RAS PUMP PLAN
3/8" = 1'-0"

Omit (3)-ARVs. Blind Flange does not need to be tapped.

Relocated (3) ARV between discharge of each pump and check valve. ARV Drains to be re-routed as a field adjustment

1" FLANGE MOUNTED AIR VALVE (1V140) (TYP)

1 M12

1" DR-2

16"x12" DI REDUCER

12" DI 90° BEND

16" DI TEE W/ BF

PRESSURE GAUGE SEE NOTE 1

1" DR-2

Relocate (3)-ARVs to discharge side. Blind Flange does not need to be tapped.

16" DI TEE W/ BF

Clarifier Top of Wall 31.03

T/CONC EL 25.75
EL 25.2

6'-6"

RAS PUMP

4'-2"

4'-2"

16" RAS-1 (TYP)

WSEL: ~25.45 at PF

6'-0"

2'-0"

5'-10 3/4"

54" COVER (MIN)

16" RAS-1 (TYP)

3'-0"

4" DR-2 @ 1% SLOPE

36" COVER (MIN)

20"x16" MJ TEE (TYP OF 2)

FLANGE TYPE PIPE SUPPORT SEE DETAIL (TYP) 6 M12

16" MJ CROSS

16"X20" MJ REDUCER

20" RAS-1

CONCRETE ENCASEMENT

CLARIFIER FOOTER

CONFORMED SET

NOTES:

1. CONTRACTOR TO FURNISH AND INSTALL RED VALVE SERIES 48 PRESSURE SENSOR W/ GAUGE ON PUMP SUCTION AND DISCHARGE SIDE PER SPECIFICATIONS. CONTRACTOR SHALL ROTATE GAUGE TO ENSURE FACE/DIAL IS VISIBLE.

RAS PUMP SECTION
3/8" = 1'-0"

A –

REV	DATE	REVISION DESCRIPTION	BY	APP'D.

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

RAS PUMP PLAN AND SECTION

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

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PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: M7

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AGENDA ITEM NO. 7.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Construction Change Order No. 4 for NW Ward 5 Water Main Improvements

SUGGESTED ACTION:
Approval by Council for the pavement change order and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Addition of approximately 9,765 square yards of milling and resurfacing, that was to be completed under a separate contract and addition of 196 linear feet section of concrete curb removal and replacement that was inadvertently omitted from the construction plans. The new additions total to $247,974.75.

The milling and resurfacing for the project were originally to be completed outside the scope for the water main replacement. The continuing services contract for paving expired and the change order is to complete the project.

FINANCIAL IMPACT:
Paving costs were budgeted in 00154100-553200 Roadway Improvements and will remain in this account.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve Construction Change Order No. 4 for NW Ward 5 Water Main Improvements.

ATTACHMENTS:
Construction Change Order No. 4 for NW Ward 5 Water Main Improvements

CHANGE ORDER (CO) NO. 4

OWNER/CLIENT: City of Bradenton, Florida PROJECT NO.: 40859000-563000-24502 PROJECT MANAGER: Kim Clayback

ENGINEER: PROJECT NO.: PROJECT MANAGER:

CONTRACTOR: C-Squared CGC, Inc PROJECT NO.: PROJECT MANAGER: Sean D'Agostino

PROJECT NAME: NW Ward 5 Water Main Improvements

DATE OF ISSUANCE: September 12, 2025 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
	Substantial completion (days or date): 180
$1,266,444.00	Ready for final payment (days or date): 210
[Increase/Decrease] from previously approved Change Orders No. 1 to No. 3:	[Increase/Decrease] from previously approved Change Orders No. 1 to No. 3:
	Substantial completion (days): 210
$192,892.00	Ready for final payment (days): 240
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 390
$1,459,336.00	Ready for final payment (days or date): 420
[Increase/Decrease] of this Change Order:	[Increase/Decrease] of this Change Order:
	Substantial completion (days or date): 0
$247,974.75	Ready for final payment (days or date): 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 390
$1,707,310.75	Ready for final payment (days or date): 420

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Addition of approximately 9,765 square yards of milling and resurfacing for the entire project. Originally proposed to be completed under a separate contract at the end of the water main work, paving of the affected roadways is being added to the project instead due to the expiration of the intended paving contracts.		$238,821.75
Addition of a 196 linear feet section of concrete curb removal and replacement on 11th Ave W From 8th St W to 7th St Ct W which was inadvertently omitted from the construction plans.		$9,153.00
TOTAL		$247,974.75

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

Proposals from Contractor dated 8/18/2025 (paving) and 6/4/2025 (curb). Revised plan sheet C-27.

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Brian Norman Digitally signed by Brian Norman Date: 2025.09.12 15:34:54 -04'00'	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

Date: _____

C-Squared CGC, Inc.
3547 53rd Ave W # 327
Bradenton Fl 34210
941-960-8114
www.c-squaredcgc.com
Quality, Integrity, Reliability.

To:	City Of BRADENTON	**Contact:**	Brian Norman
Address:	9TH STREET EAST	**Phone:**	941-708-6300
	BRADENTON, FL 34205	**Fax:**	
Project Name:	NORTH WEST WARD 5 MILL & RESURFACE	**Bid Number:**	25-084
Project Location:		**Bid Date:**	8/18/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	TERMS & CONDITIONS (BOND)	1.00	LS	$5,650.00	$5,650.00
	MAINTENANCE OF TRAFFIC	1.00	LS	$6,955.00	$6,955.00
	MILL EXISTING ASPHALT	9,765.00	SY	$4.70	$45,895.50
	S-3 ASPHALT RESURFACE 1.5"	905.00	TON	$199.25	$180,321.25

Total Bid Price: $238,821.75

Notes:

- Prices are good for 60 days from date of proposal.
- Any deviations from said specifications involving extra cost will be executed only upon written order and will become an extrae charge over and above this proposal. All contracted work is warranted for one year after last day of contracted work for defects of workmanship. Work damaged by others will be billed at unit rates plus applicable mobilization. Areas of work left to accommodate others will require an additional mobilization per incident. Field measurements required for final billings.
- If Performance and Payment Bond is required please add 2%.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

C-Squared CGC, Inc.

Authorized Signature: _____

Estimator: Mike Palumbo
(941) 960-8114 Mikep@c-squaredcgc.com

C-Squared CGC, Inc.
3547 53rd Ave W # 327
Bradenton Fl 34210
941-960-8114
www.c-squaredcgc.com
Quality, Integrity, Reliability.

To:	City Of BRADENTON	**Contact:**	Brian Norman
Address:	9TH STREET EAST	**Phone:**	941-708-6300
	BRADENTON, FL 34205	**Fax:**	
Project Name:	NW WARD 5 -11TH AVE. WEST-CHANGE ORDER	**Bid Number:**	25-067
Project Location:		**Bid Date:**	6/4/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0010	Removal Existing Concrete (Curb)	15.00	SY	$179.00	$2,685.00
0020	CONCRETE D CURB	196.00	LF	$33.00	$6,468.00

Total Bid Price: $9,153.00

Notes:

- Prices are good for 60 days from date of proposal.
- Any deviations from said specifications involving extra cost will be executed only upon written order and will become an extrae charge over and above this proposal. All contracted work is warranted for one year after last day of contracted work for defects of workmanship. Work damaged by others will be billed at unit rates plus applicable mobilization. Areas of work left to accommodate others will require an additional mobilization per incident. Field measurements required for final billings.
- If Performance and Payment Bond is required please add 2%.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

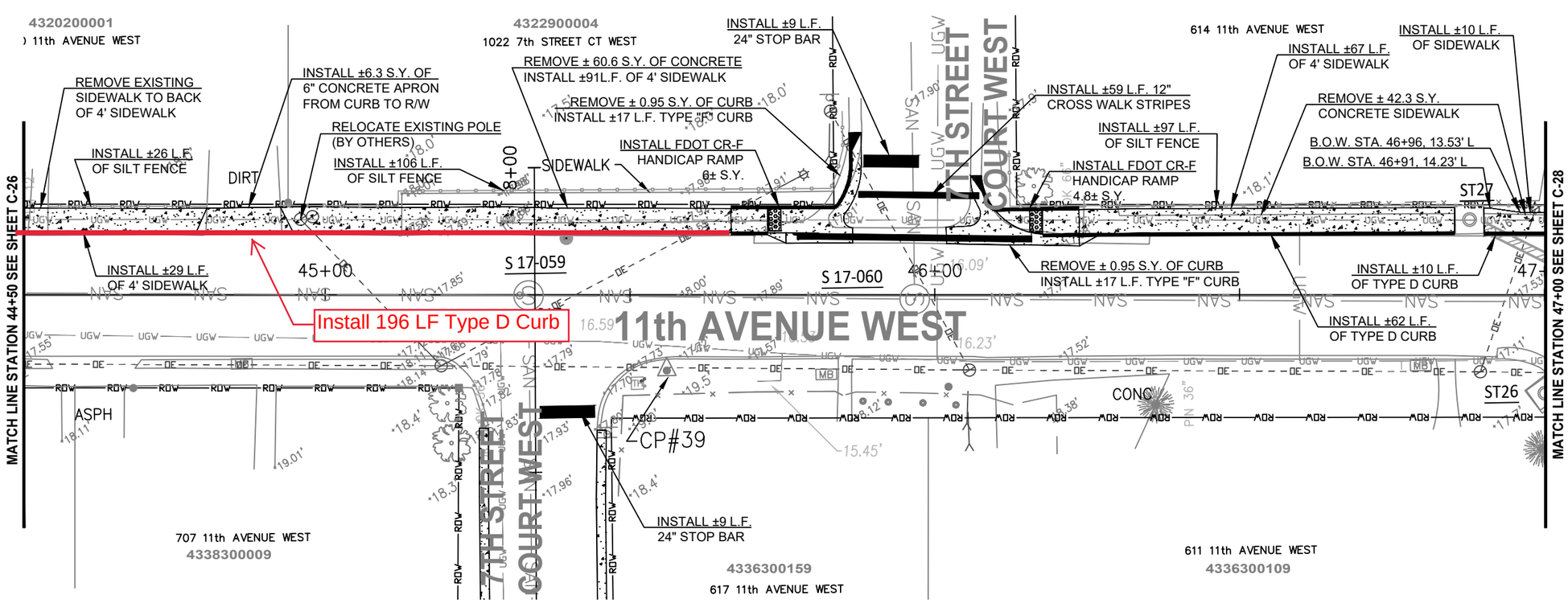
Date of Acceptance: _____

CONFIRMED:

C-Squared CGC, Inc.

Authorized Signature: _____

Estimator: Mike Palumbo
(941) 960-8114 Mikep@c-squaredcgc.com



GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

S 17-060
RIM 17.83'
E 8" PVC 11.64'
W 8" PVC 11.52'
N 8" PVC 11.68'

S 17-059
RIM 17.93'
E 8" PVC 11.34'
W 8" PVC 11.41'
S 8" PVC 11.34'

ST24
RIM 17.41'
NW 15" RCP 13.28'
BOTTOM OF BOX 8.92
N/S PIPE INACCESSIBLE

ST25
RIM 17.41'
W 15" RCP 12.81'

ST26
RIM 17.28'
E 18" RCP 12.81'

ST27
RIM 17.38'
SE 15" RCP 13.42'

CONTRACTOR SHALL INSTALL SIGN W11-2 AND W16-9P 100 FEET IN ADVANCE OF THE CROSS WALK. SIGN W11-2 AND W16-7P SHALL BE PLACED AT THE CROSS WALK.

W11-2 (30"x30")
W16-9P (24"x12")
W11-2 (30"x30")
W16-7P (24"x12")

NOTES:
1) FOR WATER MAIN IMPROVEMENTS IN THIS AREA SEE SHEET C-8.
2) ROADWAY MILLING & RESURFACING WILL BE COMPLETED BY OWNER UNDER SEPARATE CONTRACT.

NOTES:
1. SPECIAL EMPHASIS CROSSWALK WIDTH SHALL BE 10 FEET AND STANDARD CROSSWALK WIDTH SHALL BE 6 FEET BOTH MEASURED FROM THE INSIDE OF THE TRANSVERSE CROSSWALK MARKINGS.

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

WATER MAIN IMPROVEMENTS F.Y. 2023
NORTHWEST WARD 5 AREA

SIDEWALK PLAN
11th AVENUE WEST
STA. 44+50 to STA. 47+00

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE JAN., 2023
PROJECT NO. 40859000-563000-23502
SCALE 1"=20' H
DWG. NO. C-27

Filename: \\PWFILES\PW\PWDEPARTMENT\ENGINEERING\INTERNAL PROJECTS\WATER MAIN IMPROVEMENTS\FY2023_YR10\10A_NW WARD 5\2_DESIGN\WMI 10A NW WARD 5 BN REV.DWG
Saved on: 3/8/2024 1:04:37 PM By: B_NORMAN Date Plotted: 3/8/2024 1:10:19 PM

AGENDA ITEM NO. 7.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Water Reclamation Facility (WRF) Replacement Generator

SUGGESTED ACTION: City Council approval for the purchase of a replacement generator at the WRF.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The existing generator at the Water Reclamation Facility (WRF) is approximately 27 years old and has reached the end of its useful service life. As a critical component of the WRF's emergency operations, the generator ensures continuous treatment processes during utility power outages by providing reliable backup electrical power. Its function is essential to maintaining uninterrupted service and compliance with environmental and public health standards.

This replacement purchase is being made in accordance with Contract PB-24-006NT.

FINANCIAL IMPACT:
The total cost of the generator is $432,614.00 and will be paid from the Water Reclamation Improvements account (GL 40859000-563000-25521).

ATTORNEY REVIEW/RECOMMENDATION:

N/A

SUGGESTED MOTION:
Motion to approve the purchase of a new generator for the Water Reclamation Facility.

ATTACHMENTS:
Ring Power Quote

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	32000 Blue Star Hwy	6202 N US 301/441	9901 Ringhaver Dr.	10421 Fern Hill Dr
St. Augustine, FL 32092	Midway, FL 32343	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33578
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **04/11/2024**

QUOTATION NO: **AK 31314428 - 24**

CUSTOMER NAME: **City of Bradenton**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **35-42 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4 Weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **City of Bradenton WWTP**

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. One (1) New Caterpillar Diesel Generator - Model D1000 GC, Rated 1000kW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options: • UL 2200 Listed Genset, NFPA 110 alarms • Main UL circuit breaker, 3 Pole, 1600 Amp, generator mounted (lugs by others) • Control panel with safety shutdowns, Engine controls and gauges • 105 degrees C rise generator with voltage regulator • Electronic governor • Permanent magnet excitation • Jacket water heater, 240VAC input • Battery charger UL 20 amp, 120VAC input • Generator space heater, 240VAC input		

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: *Allyson Keeny*

Allyson Keeny, EP/Ind Sales. Central Florida

TERMS

- This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together. All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• 5 Year / 2500 Hour Caterpillar Extended Service Coverage, Gold		
Caterpillar List Price		$256,847.00
Deduct per Sourcewell Contract (31%)		($79,623.00)
Price with Sourcewell Discount		$177,224.00
UL142 Listed Day Tank, 200-gallon capacity ($18,667.00 List, 5% Discount)		$17,733.00
Exhaust Assembly – Flex, silencer, wall thimble ($8,100.00 List, 5% Discount)		$7,695.00
Rental generator – 1000kW, up to 4 weeks ($37,500.00 List, 5% Discount)		$35,625.00
Duplex Racor Fuel Filter ($1,875.00 List, 5% Discount)		$1,781.00
Two (2) remote emergency stop buttons ($1,412.00 List, 5% Discount)		$1,341.00
Turnkey Services – General Contracting Services and Electrical Installation ($192,238.00 List, 5% Discount) • Disconnect existing generator set • Connect new generator set • Remove louvers and ducting • Remove existing generator set through discharge louvers • Remove existing exhaust piping • Core hole for new thimble, hang new silencer and piping • Crane and rigging - offload and set new generator set • Replace louvers and build new ducting • Repair fuel controls • Required permits		$182,626.00
Commissioning Services ($22,857.00 List, 5% Discount) • Prestart inspection- ½ Day • Startup – 3 Technician Days • 4 hour load test conducted on site, resistive – 1 Technician Day • Customer Training – ½ Technician Day		$21,714.00
Freight ($12,500.00 List, 5% Discount)		$11,875.00
Total net price for above		$457,614.00
Trade-in Value for Existing 750kW Generator Set (SN: 23Z07381)		*($25,000.00)*
Revised net price		$432,614.00
Adder to include semi-annual maintenance inspection and service, for one year		*$5,096.74*
Clarifications: -Pricing provided without written specifications. Equipment provided as a part of this proposal will be limited to the BOM above. -Pricing assumes reuse of existing automatic transfer switch. -Pricing does not include any engineering services. To be quoted separately if required. -Pricing does not include fuel. -Pricing assumes acceptance of this order prior to April 30th, 2024.		

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
-Notice to Buyer: The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof.		
-All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost		

Notes:

1. The above price includes start-up, testing, and customer training as defined and clarified above.
2. No installation, labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping is included
3. No sales tax included
4. No audio or video recording of training permitted.
5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)
6. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
7. Ring Power will be supplying equipment as described in the attached documentation.
8. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your equipment needs.

Allyson Keeny
Allyson Keeny
Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 299 5086 Cell
Allyson.keeny@ringpower.com

AGENDA ITEM NO. 7.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for 14th Street East Milling and Paving

SUGGESTED ACTION:

Approval by Council for the paving Work Assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Milling and resurfacing of the various streets in Ward 4 and Ward 5, locations provided in the attached maps. These streets were identified by their pavement condition index (PCI) as being in need of rehabilitation as part of the City's ongoing pavement replacement program. The work is scheduled to be completed by November 30, 2025, with a total cost of $305,748.52.

Work will be performed in accordance with contracts PB-23-005KC and PB-23-006KC.

FINANCIAL IMPACT:

The funding for the milling and resurfacing was approved in September 2024 by Council in GL acct 30258200-563000-17810.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the Work Assignment for 14th Street East milling and paving.

ATTACHMENTS:
Work Assignment
Scope of Work

bradenton
The Friendly City

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2025-08-1

WORK ASSIGNMENT TITLE: 14th St E Milling and Paving

Pursuant to the City of Bradenton, Agreement PB-23-006KC for Construction Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Woodruff & Sons, Inc., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE: 14th St E Milling and Paving

Consultant shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE PROPOSAL

Compensation to the Contractor for all of the above identified Services shall not exceed $305,748.52. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description #1 14th St E Milling and Paving- $305,748.52.

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Consultant agrees to perform or render Services in accordance with this Agreement No. PB-23-006KC for Construction Services and this Work Assignment dated 8/6/2025.

CONTRACTOR

BY: Chad A. Wakeman

Printed Name: Chad A. Wakeman

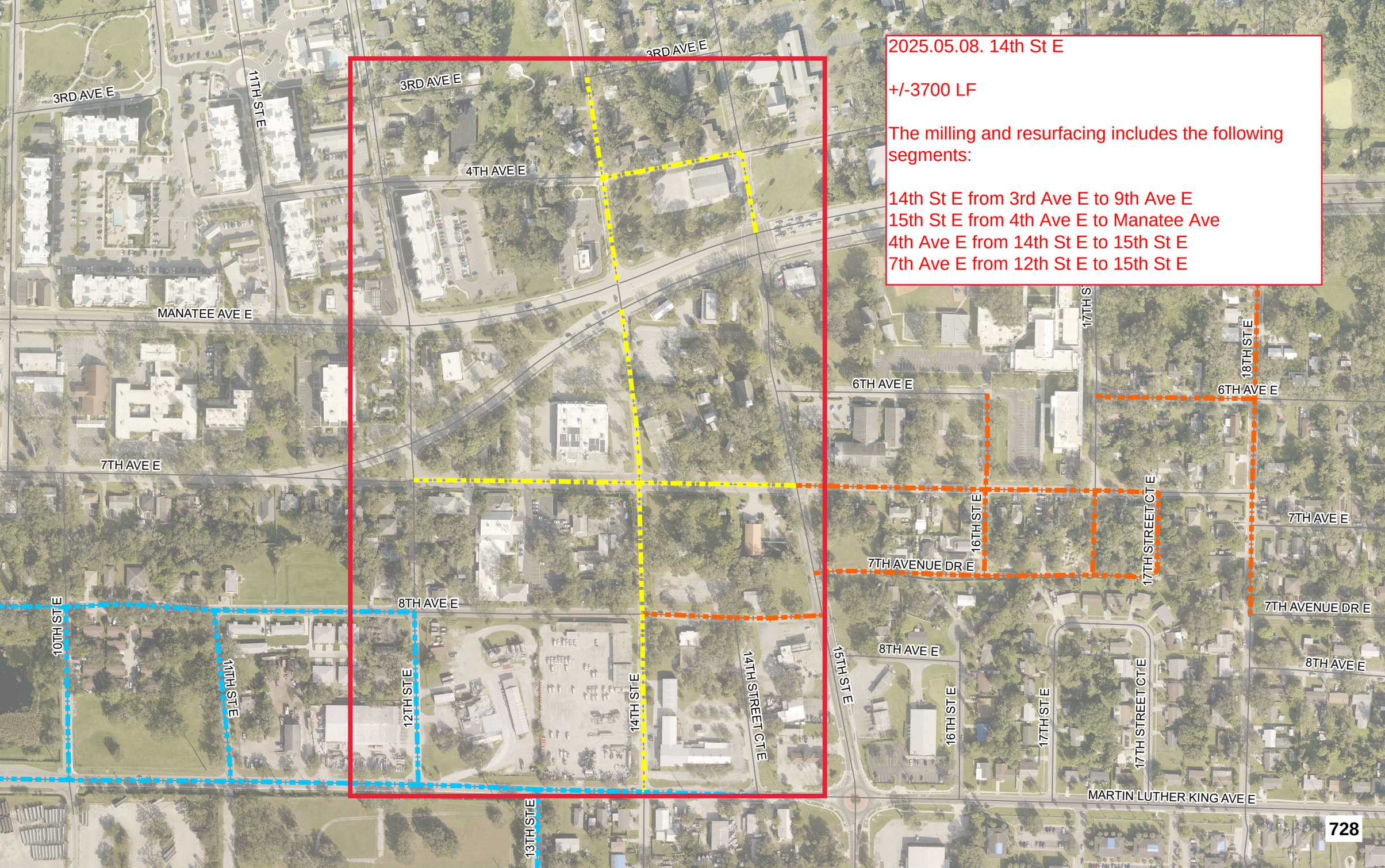
Title: VP of Field Operations

Date: 8/6/2025

CITY OF BRADENTON

BY: _____

Date: _____


2025.05.08. 14th St E
+/-3700 LF
The milling and resurfacing includes the following segments:
14th St E from 3rd Ave E to 9th Ave E
15th St E from 4th Ave E to Manatee Ave
4th Ave E from 14th St E to 15th St E
7th Ave E from 12th St E to 15th St E
3RD AVE E
11TH ST E
4TH AVE E
MANATEE AVE E
7TH AVE E
8TH AVE E
6TH AVE E
10TH ST E
11TH ST E
12TH ST E
13TH ST E
14TH ST E
14TH STREET CT E
15TH ST E
16TH ST E
17TH ST E
17TH STREET CT E
18TH ST E
7TH AVENUE DR E
MARTIN LUTHER KING AVE E
728

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street	**Phone:**	
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	City Of Bradenton - 14th St E Vicinity Milling & Paving	**Bid Number:**	P25-045-14th
Project Location:	Bradenton, FL	**Bid Date:**	7/28/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Milling & Paving - 14th St. E. Vicinity					
1	Mobilization	1.00	LS	$13,124.78	$13,124.78
2	Maintenance Of Traffic	1.00	LS	$27,740.65	$27,740.65
3	Striping (Paint)	1.00	LS	$7,859.85	$7,859.85
4	Striping (Thermoplastic)	1.00	LS	$10,402.74	$10,402.74
5	1.5" Pavement Milling	11,150.00	SY	$4.91	$54,746.50
6	1.5" Type SP-9.5 Asphalt	11,150.00	SY	$16.76	$186,874.00

Streets Included:

- 14th St E From 3rd Ave E To 9th Ave E
- 15th St E From 4th Ave E To Manatee Ave
- 4th Ave E From 14th St E To 15th St E
- 7th Ave E From 12th St E To 15th St E

Total Price for above Milling & Paving - 14th St. E. Vicinity Items: $300,748.52

Allowance - 14th St. E. Vicinity					
1	Manhole Casting & Valve Box Adjustments If Needed	1.00	LS	$5,000.00	$5,000.00

Total Price for above Allowance - 14th St. E. Vicinity Items: $5,000.00

Total Bid Price: $305,748.52

Notes:

- ***This proposal is based on existing roadway various widths.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street Bradenton, FL 34205 USA	**Phone:** **Fax:**	
Project Name:	City Of Bradenton - 14th St E Vicinity Milling & Paving	**Bid Number:**	P25-045-14th
Project Location:	Bradenton, FL	**Bid Date:**	7/28/2025

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Woodruff & Sons, Inc. - Bid

Authorized Signature: _____

Estimator: Rick Losiniecki
(941) 756-1871 rickl@woodruffandsons.com

SCOPE OF WORK

The objective of the work assignment is milling and resurfacing of the following streets, as shown in the attached maps. These streets were identified by their pavement condition index (PCI) as being in need of rehabilitation as part of the City's ongoing pavement replacement program.

TASK NO. 2025-08-1

TITLE: 14th St E Milling and Paving

· 14th St E From 3rd Ave E To 9th Ave E

· 15th St E From 4th Ave E To Manatee Ave

· 4th Ave E From 14th St E To 15th St E

· 7th Ave E From 12th St E To 15th St E

Project tasks include mobilization, maintenance of traffic (MOT), milling, paving, and striping.

Deliverables include pre and post construction photographs and an updated progress schedule with each pay application.

Staffing is as required to complete the work in workmanlike manner according to standard practices, as determined by the contractor to meet their proposed schedule.

The work is scheduled to be completed by November 30, 2025.

Estimated costs are $300,748.52 with a $5,000 allowance for manhole casting and valve box adjustments if required. The total estimated cost of the work assignment is $305,748.52.

AGENDA ITEM NO. 7.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for 18th Avenue West Milling and Paving

SUGGESTED ACTION:

Approval by Council for the paving Work Assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Milling and resurfacing of the various streets in Ward 3, locations provided in the attached maps. These streets were identified by their pavement condition index (PCI) as being in need of rehabilitation as part of the City's ongoing pavement replacement program. The work is scheduled to be completed by November 30, 2025, with a total cost of $631,251.25.

Work will be performed in accordance with contracts PB-23-005KC and PB-23-006KC.

FINANCIAL IMPACT:

The funding for the milling and resurfacing was approved in September 2024 by Council in GL acct 30258200-563000-17810.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the Work Assignment for 18th Avenue West milling and paving.

ATTACHMENTS:
Work Assignment
Scope of Work

bradenton
The Friendly City

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2025-08-2

WORK ASSIGNMENT TITLE: 18th Ave W Milling and Paving

Pursuant to the City of Bradenton, Agreement PB-23-006KC for Construction Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Woodruff & Sons, Inc., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE: 18th Ave W Milling and Paving

Consultant shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE PROPOSAL

Compensation to the Contractor for all of the above identified Services shall not exceed $631,251.25. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description #1 18th Ave W Milling and Paving- $631,251.25.

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Consultant agrees to perform or render Services in accordance with this Agreement No. PB-23-006KC for Construction Services and this Work Assignment dated 8/6/2025.

CONTRACTOR

BY: Chad A. Wakeman

Printed Name: Chad A. Wakeman

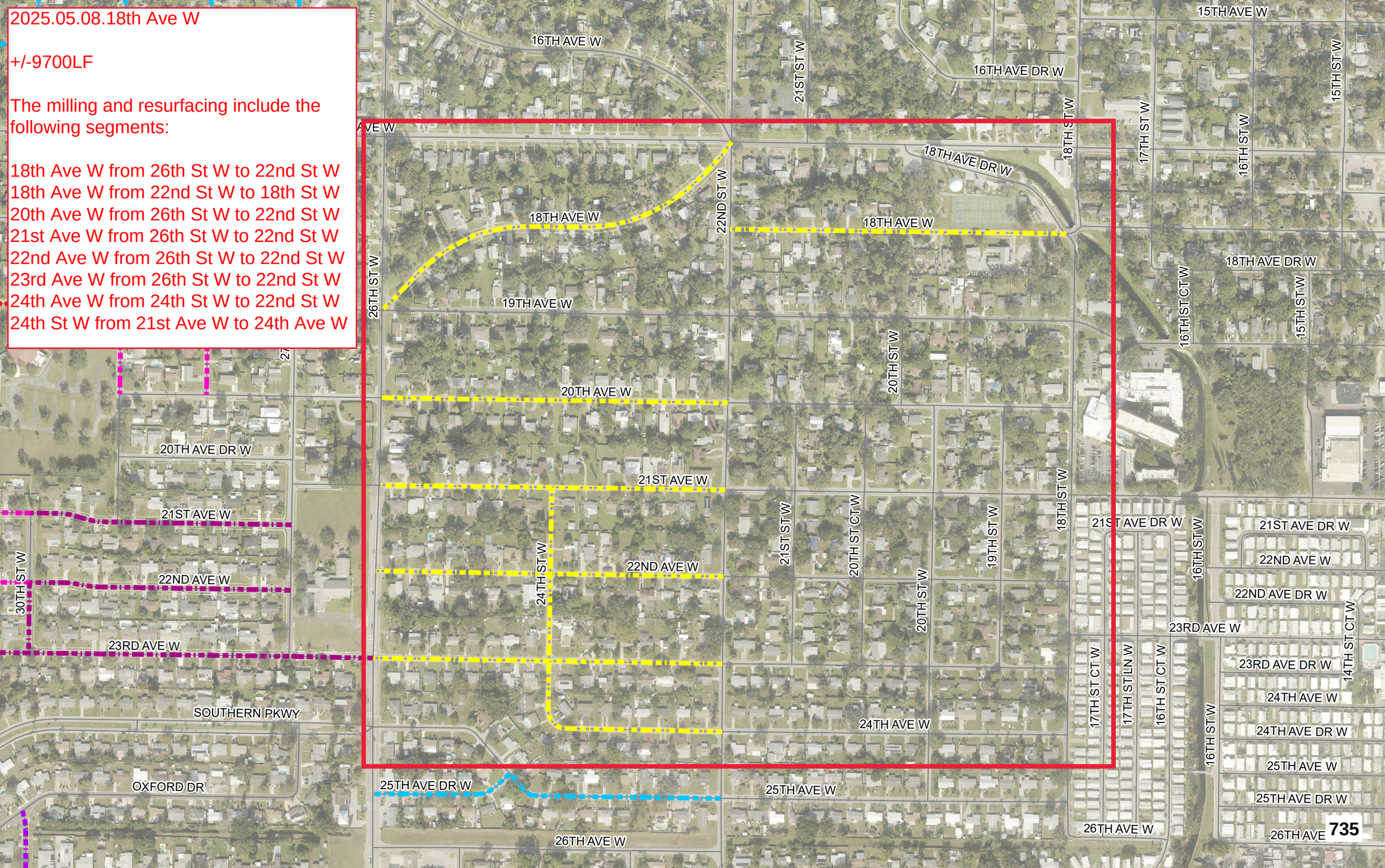
Title: VP of Field Operations

Date: 8/6/2025

CITY OF BRADENTON

BY:_____

Date: _____


2025.05.08.18th Ave W
+/-9700LF
The milling and resurfacing include the following segments:
18th Ave W from 26th St W to 22nd St W
18th Ave W from 22nd St W to 18th St W
20th Ave W from 26th St W to 22nd St W
21st Ave W from 26th St W to 22nd St W
22nd Ave W from 26th St W to 22nd St W
23rd Ave W from 26th St W to 22nd St W
24th Ave W from 24th St W to 22nd St W
24th St W from 21st Ave W to 24th Ave W
16TH AVE W
21ST ST W
16TH AVE DR W
15TH AVE W
15TH ST W
18TH ST W
17TH ST W
16TH ST W
18TH AVE DR W
22ND ST W
18TH AVE W
26TH ST W
19TH AVE W
20TH ST W
16TH ST CT W
15TH ST W
20TH AVE W
20TH AVE DR W
21ST AVE W
21ST ST W
20TH ST CT W
19TH ST W
21ST AVE DR W
16TH ST W
22ND AVE W
22ND AVE DR W
30TH ST W
24TH ST W
23RD AVE W
23RD AVE DR W
14TH ST CT W
17TH ST CT W
17TH ST LN W
24TH AVE W
24TH AVE DR W
SOUTHERN PKWY
25TH AVE W
25TH AVE DR W
OXFORD DR
26TH AVE W
735

Woodruff & Sons, Inc.

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P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street Bradenton, FL 34205 USA	**Phone:** **Fax:**	
Project Name:	City Of Bradenton - 18th Ave W Vicinity Milling & Paving	**Bid Number:**	P25-045-18th
Project Location:	Bradenton, FL	**Bid Date:**	7/28/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Milling & Paving - 18th Ave. W. Vicinity					
1	Mobilization	1.00	LS	$20,637.87	$20,637.87
2	Maintenance Of Traffic	1.00	LS	$50,279.93	$50,279.93
3	Striping (Paint)	1.00	LS	$7,859.85	$7,859.85
4	Striping (Thermoplastic)	1.00	LS	$11,558.60	$11,558.60
5	1.5" Pavement Milling	24,500.00	SY	$4.91	$120,295.00
6	1.5" Type SP-9.5 Asphalt	24,500.00	SY	$16.76	$410,620.00

Streets Included:

- 18th Ave W From 26th St W To 22nd St W
- 18th Ave W From 22nd St W To 18th St W
- 20th Ave W From 26th St W To 22nd St W
- 21st Ave W From 26th St W To 22nd St W
- 22nd Ave W From 26th St W To 22nd St W
- 23rd Ave W From 26th St W To 22nd St W
- 24th Ave W From 24th St W To 22nd St W
- 24th St W From 21st Ave W To 24th Ave W

Total Price for above Milling & Paving - 18th Ave. W. Vicinity Items: $621,251.25

Allowance - 18th Ave. W. Vicinity					
1	Manhole Casting & Valve Box Adjustments If Needed	1.00	LS	$10,000.00	$10,000.00

Total Price for above Allowance - 18th Ave. W. Vicinity Items: $10,000.00

Total Bid Price: $631,251.25

Notes:

- ***This proposal is based on existing roadway various widths.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

Woodruff & Sons, Inc.

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P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street Bradenton, FL 34205 USA	**Phone:** **Fax:**	
Project Name:	City Of Bradenton - 18th Ave W Vicinity Milling & Paving	**Bid Number:**	P25-045-18th
Project Location:	Bradenton, FL	**Bid Date:**	7/28/2025

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Woodruff & Sons, Inc. - Bid

Authorized Signature: _____

Estimator: Rick Losiniecki
(941) 756-1871 rickl@woodruffandsons.com

SCOPE OF WORK

The objective of the work assignment is milling and resurfacing of the following streets, as shown in the attached maps. These streets were identified by their pavement condition index (PCI) as being in need of rehabilitation as part of the City's ongoing pavement replacement program.

TASK NO. 2025-08-2

TITLE: 18th Ave W Milling and Paving

· 18th Ave W From 26th St W To 22nd St W

· 18th Ave W From 22nd St W To 18th St W

· 20th Ave W From 26th St W To 22nd St W

· 21st Ave W From 26th St W To 22nd St W

· 22nd Ave W From 26th St W To 22nd St W

· 23rd Ave W From 26th St W To 22nd St W

· 24th Ave W From 24th St W To 22nd St W

· 24th St W From 21st Ave W To 24th Ave W

Project tasks include mobilization, maintenance of traffic (MOT), milling, paving, and striping.

Deliverables include pre and post construction photographs and an updated progress schedule with each pay application.

Staffing is as required to complete the work in workmanlike manner according to standard practices, as determined by the contractor to meet their proposed schedule.

The work is scheduled to be completed by November 30, 2025.

Estimated costs are $621.251.25 with a $10,000 allowance for manhole casting and valve box adjustments if required. The total estimated cost of the work assignment is $631,251.25.

AGENDA ITEM NO. 7.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for the Florida Department of Environmental Protection (FDEP) Adaptation Plan

SUGGESTED ACTION:
Approval by Council for the Work Assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Jacobs completed a Vulnerability Assessment for the City in June 2025. A preliminary list of draft adaptation strategies was developed and recommended so the City can continue providing these critical public services to its residents, businesses and tourists. The VA will guide the City in establishing Adaptation Strategies for its specific challenges in a timeframe that is applicable and realistic in the Adaptation Plan. The Adaptation Plan is the follow up study, funded by FDEP through a Florida Resiliency Grant.

The cost of the Vulnerability Assessment will cost $99,990.00.

The work will be completed by June 30, 2026. Council approved the FDEP agreement in November 2024 for the Adaptation Plan.

FINANCIAL IMPACT:
Once approved, a revenue and corresponding expense account will be established

for the grant reimbursement process.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the Work Assignment for the FDEP Adaptation Plan.

ATTACHMENTS:
Work Assignment, Direct Select Form, and Scope and Fee Proposal from Jacobs

CONTRACT
BETWEEN
Jacobs Engineering Group Inc. (Consultant)
AND
CITY OF BRADENTON (CITY)
ASSIGNMENT NO. 2025-7
WORK ASSIGNMENT TITLE: City of Bradenton Adaptation Plan

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET

Work Assignment Proposed Price: $ 9 9 , 9 9 0 . 0 0

Consultant's PROJECT MANAGER:
NAME: Andrea Rocha, PE TITLE: Project Manager

EMAIL: andrea.rocha@jacobs.com PHONE: 305-927-0891

CITY'S PROJECT MANAGER:
NAME: Brian Norman, EI TITLE: Environmental Compliance Engineer

EMAIL: brian.norman@bradentonfl.gov PHONE: 941-290-9385

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT MANAGER: Andrea Rocha, PE
(PRINT NAME)
SIGNATURE: _____ Date 9/12/2025

CITY PROJECT MANAGER: Brian Norman, EI
(PRINT NAME)
SIGNATURE: Brian Norman Digitally signed by Brian Norman Date: 2025.09.12 15:34:54 -04'00' Date 9/12/2025

CONSULTANT DESIGNATED MANAGER: Joelle Francois, PE
(PRINT NAME)
SIGNATURE: _____ Date 9/12/2025

CITY MAYOR:
Gene Brown
(PRINT NAME)
SIGNATURE: _____ Date _____

Direct Select Form

Request Date	Contract No.	Cost Estimate
9/12/2025	RFP-22-029TWS	$99,990.00

Requested By: Brian Norman, EI Environmental Compliance Engineer	**Division / Department:** Engineering Public Works & Utilities

Administrative Agent (*If different from Requestor*)**:** Kim Clayback, PE, Engineering Manager

Library Category: Hydrogeologic, Water & Wastewater Design & Transportation Design Services	**Vendor Name:** Jacobs Engineering Group Inc.

Work Assignment Title: City of Bradenton Adaptation Plan

Description of Requested Services:

The City of Bradenton (City) has requested Jacobs Engineering Group Inc. (Jacobs) to provide a scope of services for development of an adaptation plan, under the Master Service Agreement (MSA) dated March 22, 2023.

Jacobs Engineering Group Inc. (Jacobs) is pleased to offer this Scope of Work and Fee Proposal under the scope of our Contract dated March 22, 2023, to assist the City of Bradenton (City) to prepare an Adaptation Plan (AP), and looks forward to collaborating with the City to evaluate the current and future hazards facing the City, its residents and operations to inform mitigation measures for current threats and consider adaptation strategies for evolving threats to reduce or avoid future impacts and maintain City operations and resilience. In July 2023, the City received grant funding from the Florida Department of Environmental Protection (FDEP) to develop an AP. In compliance with the requirements of the FDEP Grant No. 24PLN41, Jacobs completed the Vulnerability Assessment and Adaptation Strategy Development Plan for the City in June 2025 and has developed the following scope of work and fee proposal. Services to be provided will include stakeholder and public engagement to develop adaptation needs and strategies that will feed into a final AP, to include a list of projects and recommended actions to build resilience throughout the City.

Justification: Rotation through continuing service contracts library	

Comments / Explanation of Direct Select:

Jacobs has successfully completed the City of Bradenton Vulnerability Assessment and is a natural fit to continue the work for this project. They have sufficient staff who are familiar with the City's assets and infrastructure to complete the work efficiently as well as all necessary technical expertise and resources to deliver a successful project.

The institutional knowledge the Jacobs team has on municipal, utility and community infrastructure vulnerabilities and operations will facilitate this task order with a strong understanding of challenges, future needs, and the critical infrastructure to support continued operations.

Requestor: Brian Norman, EI	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.09.12 16:01:04 -04'00'	**Date: 9/12/2025**
Department Director: Irvin B. Lee, PE	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.09.12 16:01:04 -04'00'	**Date: 9/12/2025**
Procurement Manager: Erin Jones	**Signature:**	**Date:**

Jacobs

September 12, 2025

Kim Clayback, PE
City of Bradenton
Public Works and Utilities
1411 9th St W
Bradenton, FL 34205

Subject: City of Bradenton Adaptation Plan – Scope and Fee Proposal

Dear Kim Clayback,

Jacobs Engineering Group Inc. (Jacobs) is pleased to offer this Scope of Work and Fee Proposal under the scope of our Contract dated March 22, 2023, to assist the City of Bradenton (City) to prepare an Adaptation Plan (AP). We look forward to collaborating with the City to evaluate the current and future hazards facing the City, its residents and operations to inform mitigation measures for current threats and consider adaptation strategies for evolving threats to reduce or avoid future impacts and maintain City operations and resilience. In July 2023, the City received grant funding from the Florida Department of Environmental Protection (FDEP) to develop an AP. In compliance with the requirements of the FDEP Grant No. 24PLN41, Jacobs completed the Vulnerability Assessment and Adaptation Strategy Development Plan for the City in June 2025 and has developed the following scope of and fee proposal. Services to be provided will include stakeholder and public engagement to develop adaptation needs and strategies that will feed into a final AP, to include a list of projects and recommended actions to build resilience throughout the City.

The institutional knowledge the Jacobs team has on municipal, utility and community infrastructure vulnerabilities and operations will facilitate this task order with a strong understanding of challenges, future needs, and the critical infrastructure to support continued operations.

1. Background

Bradenton is an incorporated municipality within Manatee County, Florida. The City was incorporated in 1903 and was developed with the historical philosophy of "build it at the lowest point and let it flow to the river". This approach was still being used during development in the 1950's and 1960's. The City understands they have numerous vulnerable assets that will be impacted by flooding from, tidal/surge/sea level rise and extreme rain events as they sit right on the banks of the Manatee River (a tributary to Tampa Bay). Identification and prioritization of the remediation or adaptation of these vulnerable facilities is critical for the City to continue to serve the approximately 60,000 residents as well as the businesses and tourists that enjoy Bradenton. The vision is to prepare an adaptation plan that will serve as a roadmap to hardening critical facilities, replacing and moving facilities where the cost is feasible, and mapping zones where development of critical facilities is not prudent.

The City Public Works Department owns or is responsible for multiple critical at-risk facilities. The City of Bradenton Adaptation Plan is intended to be a guiding document to support prioritization and investment in facilities where improvements are necessary to reduce risk and maintain reliable operations.

2. Project Understanding

The City performed a Comprehensive Vulnerability Assessment (VA) as part of task order 2023-02. The previous work completed evaluated critical assets' overall vulnerability and identified potential priority projects to be integrated and further studied in this AP.

A preliminary list of draft adaptation strategies was developed and recommended so the City can continue providing these critical public services to its residents, businesses and tourists. The VA will guide the City in establishing Adaptation Strategies for its specific challenges in a timeframe that is applicable and realistic.

This statement of work is based on our understanding of the City's interest to complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook, in compliance with State of Florida (State) requirements for state funded projects and in alignment with the FDEP) Resilient Florida Grant Program.

In addition to meeting State requirements, this AP will expand on the proposed list of adaptation projects developed for the VA and serve as an action-oriented implementation roadmap to guide City planning, design, policy and investment in infrastructure. that may serve as a roadmap for a portion of the City's CIP. This AP will focus on the hazards identified in the vulnerability assessment (flood, extreme wind, and extreme heat), with the primary focus being flood hazards.

The recommended strategies will be prepared with a focus on flood risk reduction with recommended actions framed in terms of immediate needs, near term actions, and longer-term strategies to reduce risk, enhance system reliability and support continued City operations, in the face of evolving climate threats.

Key goals of the project include:

- Provide a plan that may serve as a roadmap for a portion of the City's CIP.
- Recommend strategies focused on flood risk reduction with recommended actions framed in terms of immediate needs, near-term actions, and longer-term strategies to reduce risk.
- Enhance the City's system reliability across all the Public Works, Utilities, and other critical City services.
- Support continued City operations in the face of evolving climate threats.

The proposed project approach includes the following tasks:

1. Project Management & Kick Off Meeting
2. Stakeholder Engagement
3. Public Outreach and Community Prioritization
4. Adaptation Needs and Strategies
5. Final Adaptation Plan

Tasks delineated by Jacobs for this project are in compliance with FDEP Grant Agreement. Tasks/Deliverables requirements as outlined in

Table 1 below (Correlation between FDEP Grant and Jacobs Proposed Tasks).

Table 1 Correlation between FDEP Grant and Jacobs Proposed Tasks

Grant Task #	FDEP Grant Task Description	Jacobs Task #	Jacobs Proposed Task
1	Kick Off Meeting	1	Project Management & Kickoff Meeting
2	Assemble Steering Committee	2	Stakeholder Engagement
3	Conduct Steering Committee Meetings	2	Stakeholder Engagement
4	Public Outreach Meeting	3	Public Outreach and Community Prioritization
5	Draft Adaptation Needs and Strategies	4	Adaptation Needs and Strategies
6	Community Prioritization of Adaptation Needs	3	Public Outreach and Community Prioritization
7	Final Adaptation Plan	5	Final Adaptation Plan
8	Public Presentation	2	Stakeholder Engagement

3. Project Approach

The proposed tasks included in this task order are further described below.

Task 1 Project Management & Kickoff Meeting

This task involves an virtual meeting, of approximately two to four-hour duration, with at least two (2) Jacobs team members attending.. The meeting will involve the City's project team to discuss project administration and logistics, communication protocols, deliverables, schedule, and project objectives.

Meeting objectives are anticipated to include:

- Understanding of the City's mission, vision, adaptation needs and strategy preferences, operations, City masterplan, capital plans, and public outreach engagement.
- Identification of limits of work (inclusion/exclusion of facilities, infrastructure, etc.), alignment with state and local plans/policies and funding programs, and potential interactions with residents, adjacent properties, and ecosystems, including surface waters.
- Discussion of critical success factors and how the information is anticipated to be used.
- Assisting in identifying stakeholder committee to provide guidance and recommendations throughout the project.
- Identification of team for public outreach activities.

This task also involves project management (PM) duties which will run concurrently throughout the duration of this project and will entail the following activities:

- Project startup and close out
- Quarterly project progress calls
- Invoicing
- Preparing for and attending stakeholder engagement and public outreach meetings

<u>Meetings</u>

- Kickoff/Progress Meetings

Deliverables

- Agenda, list of attendees, meeting materials and minutes in electronic format for kickoff meeting held.
    - Meeting agenda (Grant Deliverable 1.1)
    - Meeting sign-in sheet (Grant Deliverable 1.2)
    - Meeting presentation (Grant Deliverable 1.3)
    - Meeting minutes (Grant Deliverable 1.4)
    - Meeting summary report (Grant Deliverables 1.5)
- Updated Project and Deliverables schedule

Assumptions

- City to coordinate and facilitate meeting invite.
- All project deliverables will be submitted electronically as PDF files, unless otherwise specified herein.
- Agenda, attendees, meeting materials and minutes to be completed for meetings held, as further described and included in each task, below.
- City staff to host public outreach meetings #1, #2 and the public presentation, facilitated by the Jacobs team.

Task 2 Stakeholder Engagement

This task includes two (2) virtual stakeholder engagement meetings, one at the beginning and one at the end of the project, with the steering committee to discuss the project intent and solicit input/feedback throughout the project. Two (2) Jacobs staff will attend these virtual meetings, hosted by the City. Additionally, a virtual Public Presentation will be held to present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials.

Engagement with key internal (City staff) and external (other) stakeholders will be essential to building support for an AP and resulting action items. The City will identify and provide a list of potential local representatives to serve on the steering committee. FDEP recommends a committee be limited to no more than 10 representatives to better manage project outcomes. The list of potential local representatives will be reviewed and approved by the City, then members will be contacted by the City via email with the request to confirm their acceptance or denial of their participation on the steering committee. The stakeholder engagement plan developed during the Vulnerability Assessment project will be revised accordingly to reflect current work being performed under this project.

The purpose of the steering committee meetings is to assist in setting the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, assist in identifying available data and resources, identify relevant assets, and recommend focus areas for public input. While internal stakeholders will be comprised of City staff from varying departments, external stakeholders may include representatives from the following entities, at the City's discretion:

- City Fire Department
- City Police Department
- City of Bradenton Department of Planning and Community Development
- City of Bradenton Floodplain Manager

- Manatee County Emergency Management
- Manatee County Public Works
- Florida Power and Light
- Communications service provider(s)
- Florida Department of Transportation

Meetings

Steering Committee Meeting #1

Steering Committee Meeting #2

Public Presentation

Deliverables

- A draft email for the City to invite potential steering committee members (Grant Deliverable 2.1)
- A list of local representatives that have confirmed participation on the steering committee (Grant Deliverable 2.2)
- Agenda, list of attendees, meeting materials listed below and minutes in electronic format for each meeting held.
    - Meeting agenda (Grant Deliverable 3.1)
    - Meeting sign-in sheet (Grant Deliverable 3.2)
    - Meeting presentation (Grant Deliverable 3.3)
    - Meeting summary report (Grant Deliverable 3.4)

Assumptions

- City staff to identify and coordinate involvement of key internal and external stakeholders for inclusion in the project.
- City staff to lead development of emailing stakeholder invitations for meetings.
- Steering Committee meetings will be held virtually and scheduled for up to 2 hours.
- City to host meetings detailed under this Task, facilitated by the Jacobs team.
- City will prepare any desired social media notifications, send meeting invitations, and print graphics for displays to be utilized during the meeting, as applicable.
- The steering committee created during the Vulnerability Assessment project will be used as the basis for developing this project's steering committee members.
- All meetings will be virtual.

Task 3 Public Outreach and Community Prioritization

This task includes two (2) public outreach meetings that will be conducted by City staff and facilitated by Jacobs accordingly.

Public Outreach Meeting #1

The first public outreach meeting will be held prior to Task 4 Adaptation Needs and Strategies, during the initial development of the AP to distribute results of the previously completed Vulnerability Assessment. It will allow the public to provide input during the initial planning stage

and on preferred methodologies and existing geographic, social, structural, and environmental conditions. Exercises will be conducted to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. Findings from prioritization exercises will be used to influence the development of Task 4 (Adaptation Needs and Strategies).

Public Outreach Meeting #2 - Community Prioritization of Adaptation Needs

The second public outreach meeting will be held after Task 4 Adaptation Needs and Strategies to develop a prioritization of adaptation needs for the community based on the draft AP. A presentation to the public will include an assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the second public outreach meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs.

Meetings

- Public Outreach meeting #1
- Public Outreach meeting #2 - Community Prioritization of Adaptation Needs

Deliverables

- Agenda, list of attendees, meeting materials listed below and minutes in electronic format for each meeting held.
    - Meeting agenda (Grant Deliverables 4.1 & 6.1)
    - Meeting sign-in sheet (Grant Deliverables 4.2 & 6.2)
    - Meeting presentation (Grant Deliverables 4.3 & 6.3)
    - Meeting summary report (Grant Deliverables 4.5 & 6.5)

Assumptions

- City staff to host public outreach meetings #1 and #2, facilitated by the Jacobs team.
- The City will prepare any desired social media notifications, send meeting invitations, and print graphics for displays to be utilized during the meeting, as applicable.
- Meetings will be virtual.

Task 4 Adaptation Needs and Strategies

This task consists of the development of the various components of the draft AP, which will build off work completed as part of the Vulnerability Assessment project. The AP will serve as an action-oriented implementation roadmap to guide City planning, design, policy, and investment in infrastructure. It will include the following:

- A review of the adaptation needs.
- Strategies addressing each adaptation need, with an accompanying conceptual figure or drawing.
- A review of existing City plans, codes, and ordinances, with recommendations for flood risk mitigation.
- An implementation plan identifying costs, funding sources, and timelines for corresponding recommended strategies.

Corresponding recommended strategies for each priority asset will include a map illustrating the critical assets identified as adaptation needs. The recommended strategies will be prepared with a focus on flood risk reduction with recommended actions framed in terms of immediate needs, near-term actions, and longer-term strategies to reduce risk, enhance system reliability and support

continued City operations, in the face of evolving climate threats. The draft AP document will include an executive summary, detailed strategies, implementation plan, and a monitoring and evaluation framework. It will be reviewed by the steering committee and presented during the second public outreach meeting. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Strategies will be developed for up to ten (10) projects for critical and vulnerable assets based on results from the vulnerability assessment, considering City, community, and stakeholder input and guidance. At least one hazard mitigation/adaptation strategy will be prepared for each selected project. Metrics will be developed for assessing practicality, benefit, and feasibility of the adaptation strategies. Evaluation metrics may include reduction of vulnerability, criticality of asset/facility protected, co-benefits, and/or others as determined by the City and Jacobs. Asset flood vulnerability, criticality, and service life will be considered in the development of strategies, with a preference toward City-owned and operated assets essential to City operations.

Meetings

- Evaluation Metric and Ranking Methodology Review with City (Virtual)
- Draft AP Review with City (Virtual)

Deliverables

- Draft evaluation metrics and ranking methodology
- Draft AP (Grant Deliverable 5.1)
- Agenda, list of attendees, meeting materials and minutes in electronic format for each meeting held.

Assumptions

- The draft AP can be delivered in MS Word for ease of review by the City team, if preferred.
- The City will have two (2) weeks to review and provide comments for the draft AP once provided by Jacobs.
- Evaluation metric and ranking methodology to be reviewed and approved by City prior to Jacobs performing analysis.
- A formal alternatives analysis of strategies is not included in this task but will consider input from City in the development and selection of recommended strategies.
- The FEMA BCA tool will not be used in this assessment.
- City to provide documents and pertaining information for review of existing City plans, codes, and ordinances.

Task 5 Final Adaptation Plan

This task consists of the development of the final AP that is consistent with the Florida Adaptation Planning Guidebook, including strategies to provide critical asset protection, accommodation, retreat and/or avoidance. The final AP will incorporate feedback and ensure alignment with community goals and regulatory requirements. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation. It will also be prepared with State and Federal requirements in mind to position the City to be eligible for state and federal funding.

Recommendations will be made for inclusion of adaptation strategies into other City plans and operations to drive resilience across the organization. The recommended strategies will be prepared

with a focus on flood risk reduction with recommended actions framed in terms of immediate needs, near-term actions, and longer-term strategies to reduce risk, enhance system reliability and support continued City operations, in the face of evolving climate threats. The draft AP will be reviewed by the City, the steering committee and presented during the public presentation under Task 2 Stakeholder Engagement.

The final AP document will include an executive summary, detailed strategies, implementation plan, and monitoring and evaluation framework, as well as:

- Input from stakeholder engagement and public outreach meetings;
- Summary of select critical City facilities and exposure/sensitivity/vulnerability/risk of each;
- List of critical and regionally significant assets, and their vulnerability to flooding/sea level rise for identified flood scenarios;
- Maps, tables and supporting information used to evaluate adaptation needs and strategies; and
- Summary of recommended projects and adaptation actions.

Meetings

- Final AP Review with City (Virtual)

Deliverables

- A final AP (Grant Deliverable 7.1).
- Agenda, list of attendees, meeting materials and minutes in electronic format for each meeting held.

Assumptions

- The final submittal will be delivered in PDF format.

4. Project Assumptions

The following assumptions will be made for this project:

- All deliverables will be provided in PDF electronic format via email, unless otherwise stated.
- Schedule is based on a June 2025 notice to proceed (NTP) date.
- City shall provide review comments and response to data request inquiries within 2-weeks of receipts of draft reports/request, to stay on schedule; any delays may affect project schedule.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the City and/or other third parties without independent verification. Additional effort by Jacobs due to invalid or incomplete data or information provided by the City or others, may entitle Jacobs to additional Compensation.
- The following services are not included in this statement of work; however, can be provided for additional fee, if requested.
    - Reach Back Support for Plan Adoption
    - Preparation of detailed project definitions or supporting information for grant applications.
    - Preparation of or support for grant application preparation
    - Preparation of funding and financing strategy.
    - Environmental & Ecological Phase 1 surveys or delineations
    - Economic analysis associated with business revenue losses
    - Use of the FEMA BCA tool & methodology
    - Comprehensive review of human-caused hazards, vulnerabilities or risk

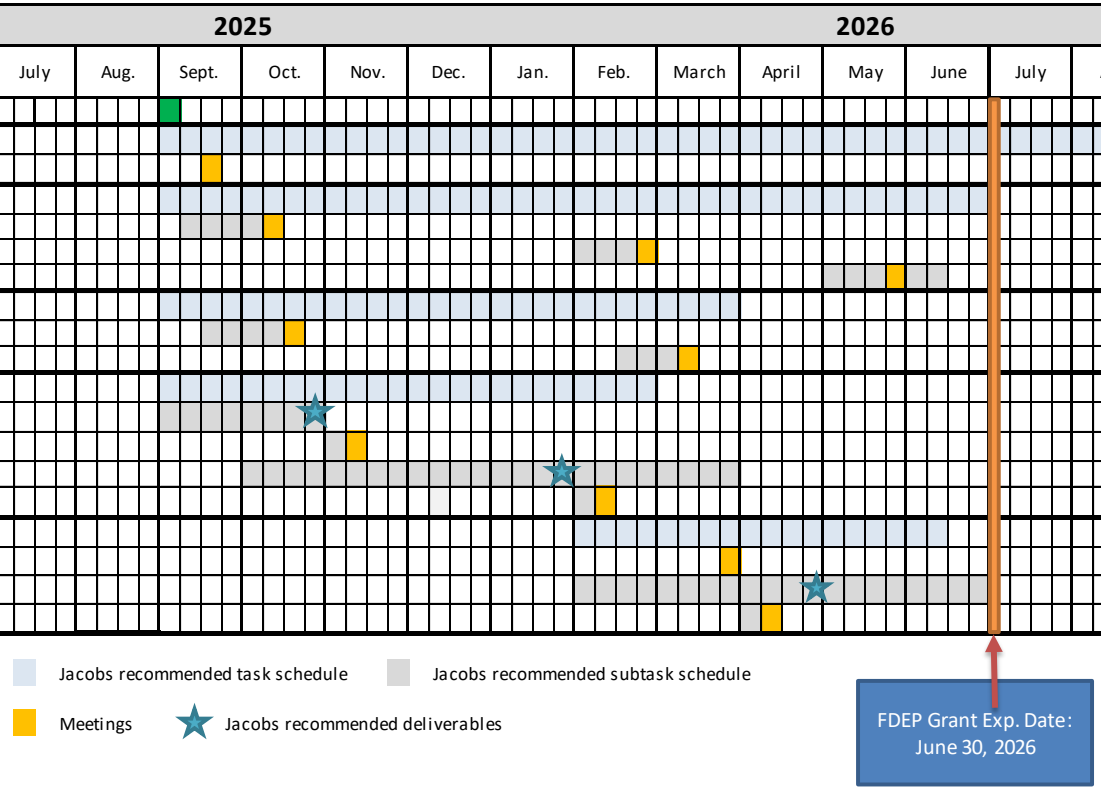
5. Schedule

This statement of work will be completed within approximately 12 months from NTP, with key milestones such as the completion of the vulnerability assessment project and the early identification of select capital project(s) intended to support the development of the final AP.

Jacobs

City of Brandenton - Adaptation Plan - Proposed Project Schedule

#	Task Description	Task Duration (Months)
	Issue Work Order Authorization (NTP)	
1	Project Management & Kickoff Meeting	12
	Kickoff Meeting	
2	Stakeholder Engagement	9
	Steering Committee Meeting #1	
	Steering Committee Meeting #2	
	Public Presentation	
3	Public Outreach and Community Prioritization	7
	Public Outreach Meeting #1	
	Public Outreach Meeting #2	
4	Adaptation Needs and Strategies	6
	Evaluation Metric and Ranking Methodology	
	Evaluation and Methodology City Review & Meeting	
	Draft AP and FDEP RAI	
	Draft AP City Review & Meeting	
5	Final Adaptation Plan	5
	Stakeholder and Public Input Review Meeting	
	Final AP and FDEP RAI	4
	Final AP Presentation to City	



6. Compensation

This project is anticipated to be performed on a lump sum (LS) basis, per the Contract terms, billed monthly. Jacobs reserves the right to manage the total fee including task level distribution at our discretion.

An estimation of the level of effort and corresponding fee is shown in the table below. This task order will be provided as LS, with a budget of **$99,990**.

Table 2. Jacobs Fee Breakdown for Scope of Services included Herein

Task Description	Task Fee
Task 1 – Project Management and Kickoff	$17,764
Task 2 – Stakeholder Engagement	$15,798
Task 3 – Public Outreach and Community Prioritization	$13,548
Task 4 – Adaptation Needs and Strategies	$34,901
Task 5 – Final Adaptation Plan	$17,979
Total Lump Sum Fee	**$99,990**

Jacobs stands ready to finalize this statement of work for the development of an Adaptation Plan.

We look forward to working with you on this exciting project to protect the City of Bradenton.

7. Assumptions

The services enumerated in this task order will be performed under the terms and conditions of the, March 22, 2023 Miscellaneous Professional Continuing Services Contract and the following terms and conditions:

Data/Information

Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the City or other third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the City or others, may entitle Jacobs to additional Compensation.

Change in Law – This plan will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment.

Opinions of Cost

In providing opinions of cost for the project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs. Therefore, Consultant makes no warranty that the City's actual project costs will not vary from Consultant's opinions or estimates. If

the City wishes greater assurance as to any element of project cost, the City will employ an independent cost estimator, contractor, or other appropriate advisor.

Schedule Estimates

Consultant has no control over permitting, bidding and construction, task durations or resources that affect time required to complete tasks. Therefore, Consultant makes no warranty that actual task durations outlined on schedules will not vary from Consultant's opinions or estimates. If CPA wishes greater assurance as to any element of project schedule, the City will employ an independent scheduler, contractor, or other appropriate advisor.

8. Acceptance of Task order

Acceptance of this task order may be indicated by the signature of a duly authorized official of the City in the space provided below. One signed copy of this task order returned to the Consultant will serve as an Agreement between the two parties and as NTP. Should this task order not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

JACOBS ENGINEERING GROUP INC

By _____
Joelle Francois, PE
Designated Manager

Date _____12 September 2025_____

CITY OF BRADENTON

By _____
The Honorable Gene Brown
Mayor, City of Bradenton

Date _____

AGENDA ITEM NO. 7.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Manhole Lining at Lift Stations 07, 14, 20, 21, 29, and 33 Service Areas

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is continuing to remediate the infiltration issues found in the sanitary sewer collection system. This work assignment lines 60+ manholes on the west side of the City that were inspected and found to be in need of rehab. The contract will be allotted 90 calendar days to complete the project.

FINANCIAL IMPACT:
The budget for the project was approved in FY2025 in GL account 40859000-563000-25505.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Manhole Lining Work Assignment.

ATTACHMENTS:
Work Assignment
Scope and Schedule

Proposal from Insituform
Maps

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (WA: 2580)

Pursuant to the City of Bradenton, Agreement for Manhole lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Insituform., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE:

Contractor shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $228.889.20. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & lining approximately 63 manholes.

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. for pipelining Services and this Work Assignment dated August/22/2025. _____.

Contractor

BY:_____ SEAL

Printed Name: Christlanda Adkins

Title: Contracting and Attesting Officer

Date: 9/11/25

CITY OF BRADENTON

BY:_____

Date: _____

Scope — WA2580 Manhole Lining Project
This project consists of rehabilitating 63 sanitary manholes. The work includes cleaning and inspecting the existing manholes to assess their condition, followed by lining the manholes to seal cracks, prevent further deterioration, enhance structural integrity, and extend their service life.

Schedule
The contractor will be allotted 90 calendar days to complete the project, from commencement to final acceptance. The project is scheduled to begin in Fiscal Year 2025, with the official start date to be determined following City Council approval, contractor coordination, and issuance of a formal Notice to Proceed.

Date: 8/22/2025 **Job Location:** LS 14, 21, 33, 07, 29, 20
Project: **Bradenton - 2025 Manhole Rehabilitation OMNIA**
Parent Contract: Omnia LLC Contract - Parent - DuPage County - 23-065-PW-250498
Customer: City of Bradenton
Attention: Kim Clayback & David Lopez-Rivera
City of Bradenton Public Works & Utilities
1411 9th Street W
Bradenton, FL 34205

Re: City of Bradenton 2025 Manhole Rehabilitation

Dear Kim Clayback,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **the City of Bradenton,** hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced project.

ITEM	DESCRIPTION	UNIT OF MEASURE	BID UNIT PRICE	QTY	TOTAL
106	Operate 4" pumping System (Fuel & Maint. Per pump)	Day	$ 400.00	3	$ 1,200.00
382	Manhole Rehabilitation - epoxy	SF	$ 32.50	4352.04	$ 141,441.30
	250 mil epoxy additive(125 standard)	SF	$ 7.50	4352.04	$ 32,640.30
385	Manhole Bench Rehabilitation - epoxy/modified polymer	SF	$ 37.50	791.28	$ 29,673.00
	250 mil epoxy additive(125 standard)	SF	$ 7.50	791.28	$ 5,934.60
386	Manhole Bench Rebuild	EA	$ 1,250.00	7	$ 8,750.00
507	Travel and Mobilization	EA	$ 2,500.00	1	$ 2,500.00
A6.16	Traffic Control - Lane Closure	EA	$ 750.00	9	$ 6,750.00
				TOTAL	**$ 228,889.20**

* This proposal assumes the rehabiliation of (63) Manholes. Assuming 5'6" Depth at 4' Diameter. Billing however will be based upon the unit prices included above using field verified, and customer approved quantities.

NOTES:
Pricing is based on City's estimates, invoicing will be based on field measurements of work perfrmed.
Traffic Control on FDOT roads not included.
Hydrant Meter is the responsibility of Insituform
Bypass pumping pricing is limited to bypass pumping a maxiumum of 12" sanitary lines. Should bypassing of larger diameter be required, it shall be priced seperately.
Erosion Control
Permitting

Prepared by:
Brett Konchak
Commercial Manager | Insituform Technologies
9001 NW 97th Terrace Suite F | Medley, Florida 33178
Mobile: 561.993.6464 |

WA_2574_LS14_&_LS21_&_LS33_11MH

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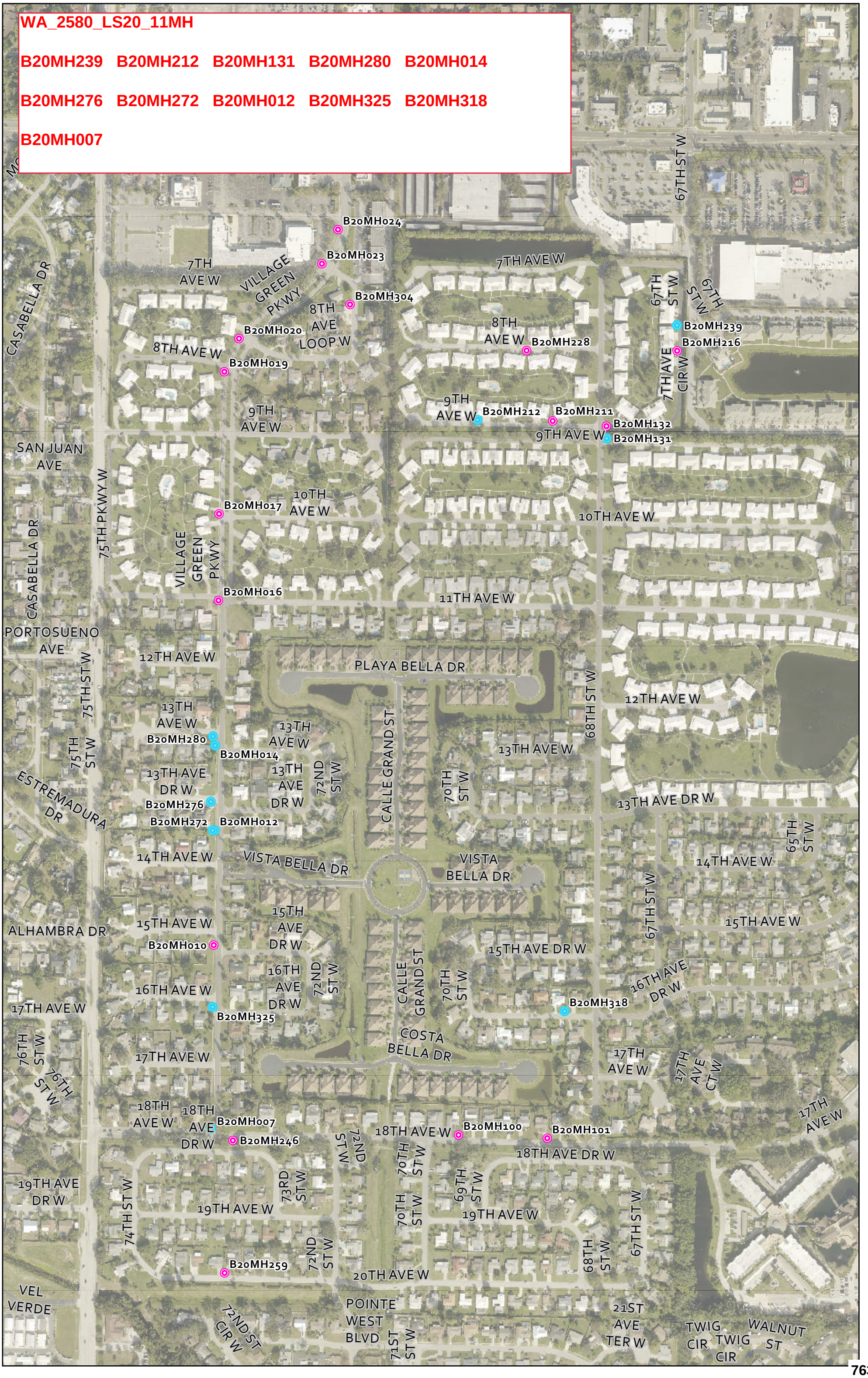
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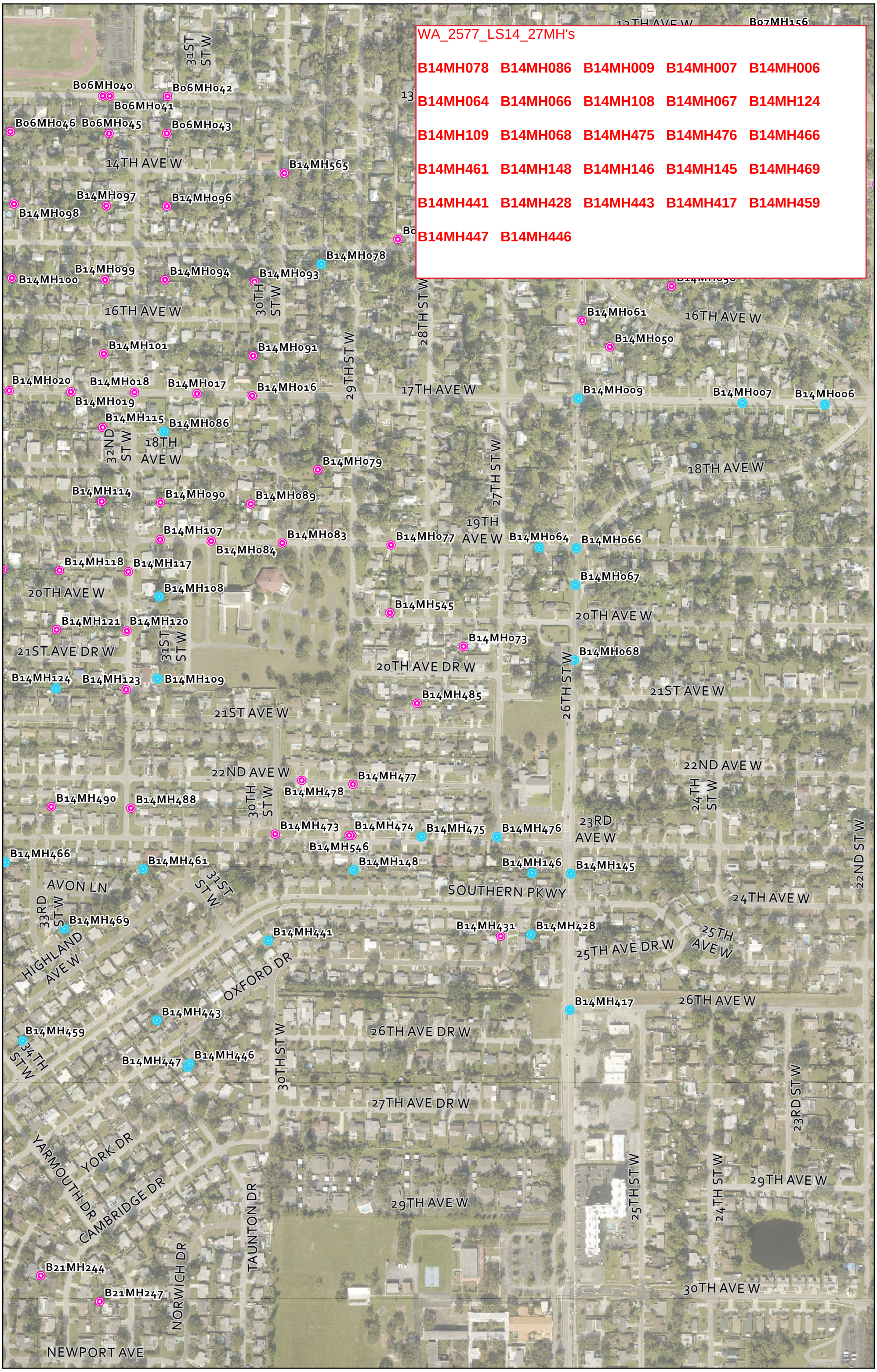
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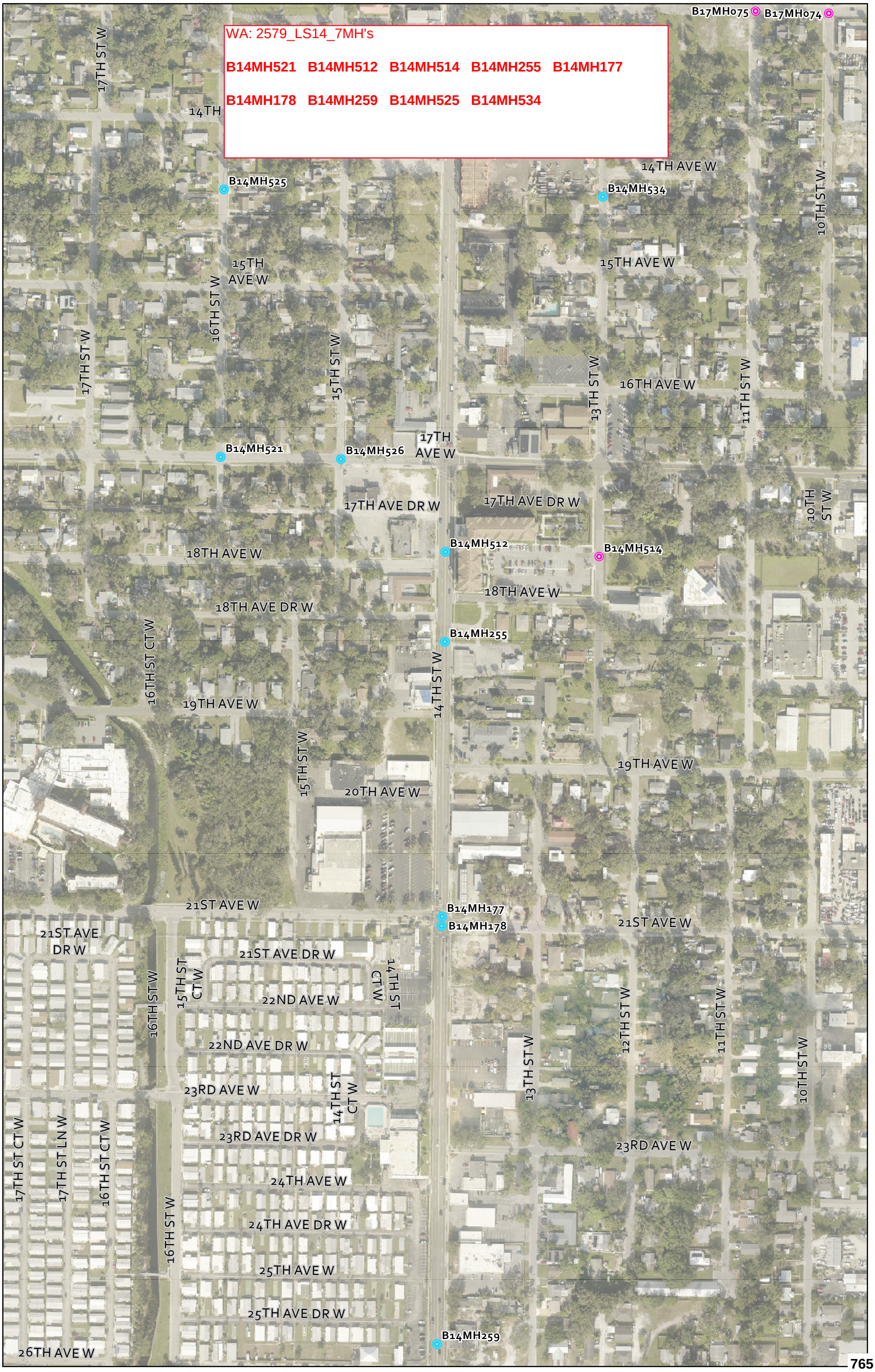
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TAUNTON DR
NORWICH DR


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765

AGENDA ITEM NO. 7.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Pipelining at Lift Station 14F

SUGGESTED ACTION:

Approval by Council for the pipelining work assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City continues to work to fix the infiltration issues in the sanitary sewer collection system. This is the next in a series of remediation projects. The lining is scheduled in the Lift Station 14 sewer shed within Wards 2 and 3. The total cost of the project is $432,532.90 and the Contractor will be allotted 90 calendar days to complete the project.

FINANCIAL IMPACT:
The project is funded in GL account 40859000-563000-25504, previously approved by Council in September 2024.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the Work Assignment for pipelining at Lift Station 14F.

ATTACHMENTS:
Work Assignment
Scope and Schedule
Proposal from Atlantic Pipe Services

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (LS14F Pipeline)

Pursuant to the City of Bradenton, Agreement for Pipe lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and ATLANTIC PIPE SERVICES., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE:

Contractor shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $432,532.90. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & Tving, as well as lining approximately 6410 linear feet of sanitary Pipe.

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. for pipelining Services and this Work Assignment dated September/03/2025. _____.

Contractor

BY: Ed Bogard

Printed Name: Ed Bogard

Title: Lining Manager

Date: 9-3-2025

CITY OF BRADENTON

BY:_____

Date: _____

Scope — LS14F Pipelining Project
This project consists of rehabilitating approximately 6,500 linear feet of sanitary sewer pipe using cured-in-place pipe (CIPP) technology. The work includes cleaning and inspecting the existing pipes to assess their condition, followed by lining the pipes to seal cracks, prevent further deterioration, enhance structural integrity, and extend their service life.

Schedule
The contractor will be allotted 90 calendar days to complete the project, from commencement, 09.29.25, to final acceptance, 12.29.25. with the issuance of a formal Notice to Proceed.

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

9373

CUSTOMER: *City of Bradenton*	***PHONE:*** *941-345-1688*	***DATE:*** *08/26/2025*
STREET: 888 13th Avenue E	***JOB NAME:*** *LS14F - CIPP Rehabilitation*	
CITY/STATE/ZIP: *Bradenton, FL, 34208*	***JOB LOCATION:*** *Southern Pkwy - Various Locations, Bradenton, FL,*	
ATTN: *David Lopez-Rivera*	***E-MAIL:****David.Lopez-Rivera@bradentonfl.gov*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *CIPP Sewer 8"- 12"*			
1.00	A-2 CIPP Rehabilitation Mobilization	EA	3,541.00	3,541.00
3,750.00	D-13 CIPP Lining - 8 inch	LF	43.94	164,775.00
2,790.00	D-15 CIPP Lining - 10 inch	LF	50.95	142,150.50
1.00	A-1 Inspection and Cleaning Mobilization	EA	500.00	500.00
4,311.00	A-6 Easement Reel Access 6" - 12"	LF	3.50	15,088.50
6,540.00	B-2 CCTV Inspection and Light Cleaning 8-12"	LF	3.15	20,601.00
1,308.00	B-7 Heavy Cleaning 8-12"	LF	2.15	2,812.20
654.00	B-12 Root Removal 8-12"	LF	11.00	7,194.00
127.00	G-1 Lateral Service Reinstatement	EA	354.10	44,970.70
6.00	K-15 Hauling (2000-4000 gal debris capacity)	EA	3,500.00	21,000.00
6.00	L-1 Maintenance of Traffic (cost + 10%, without Flagmen)	EA	1,650.00	9,900.00
			TOTAL	432,532.90

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

1. Pricing will be based on actual field measurements from manhole to manhole.
2. Price quoted does not include any point repairs that may be needed prior to liner installation.
3. Proposal subject to pre-CCTV inspection by Atlantic Pipe Services confirming line(s) are in a condition that is acceptable for rehabilitation.
4. Liner to be installed per ASTM 1216 and manufacturer's specification.
5. Others to supply 2 inch hydrant meter for cleaning and pipe rehabilitation. If hydrants aren't in the work area, water tanker will be needed. Price proposed does not include that cost.
6. Others to provide dewatering/bypass of flows for the duration of installation(if needed).
7. Others to provide reasonable access to line segments to be rehabilitated, including structure/manhole top removal for any pipe 42" and larger.
8. Proposal includes minor MOT, limited to construction ahead signs and traffic cones. Any other MOT(lane closures) needed, to be provided by others.
9. Pricing includes light cleaning only. Additional heavy or mechanical cleaning can be provided at an hourly rate shown below.
10. Proposal does not include bonds or permit fees.
11. Pricing base on a manually agreed upon and executed contract between Atlantic Pipe Services and Gainesville Regional Utilities contract#2024-083A

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [x] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [x] *Local Metered Water Source*
- [x] *Exposure of structures and access to all work areas without delay*
- [x] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
- [ ] *Access to secure site for equipment storage*
- [x] *Maintenance of Traffic - If Applicable*

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Ed Bogue	**DATE**	**8/26/2025**
SIGNATURE	*Maria Suarez*		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

AGENDA ITEM NO. 7.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Amendment to PB-22-028NT with Interacid North America, Inc.

SUGGESTED ACTION: Approve amendment for the Mayor's signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into PB-22-028NT (the "Contract") on April 13, 2022, whereby Contractor agreed to supply the City with certain chemicals, as more specifically described in PB-22-028NT. The parties desire to replace the Fee Schedule set forth in the Contract with the updated fee schedule attached hereto as Exhibit "A"

FINANCIAL IMPACT:
40253320 (WTP) 552900 (Chemical Supplies)

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

SUGGESTED MOTION:
Motion to approve the first contract amendment to PB-22-028NT with Interacid North America, Inc.

ATTACHMENTS:
First Contract Amendment to PB-22-028NT with Interacid North America, Inc.

First Contract Amendment to PB-22-028NT
between Interacid North America, Inc. and the City of Bradenton

This FIRST CONTRACT AMENDMENT to PB-22-028NT (the "Amendment"), is made this 24th day of September 2025, by and between the CITY OF BRADENTON, FLORIDA (hereinafter, the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and INTERACID NORTH AMERICA, INC. f/k/a SULPHURIC ACID TRADING COMPANY, INC. (hereinafter, the "Contractor"), a Florida profit corporation with a principal office located at 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610.

WITNESSETH

WHEREAS, the City and Contractor entered into PB-22-028NT (the "Contract") on April 13, 2022, whereby Contractor agreed to supply the City with certain chemicals, as more specifically described in PB-22-028NT; and

WHEREAS, the parties desire to replace the Fee Schedule set forth in the Contract with the updated fee schedule attached hereto as Exhibit "A"; and

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

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

1. **Recitals**. The recitals in the "WHEREAS" clauses are incorporated by reference and made a part of this Amendment.
2. **Modifications to the Contract**. The following provisions of the Contract are hereby modified as follows and shall prevail over any conflicting terms within the Contract:
    a. Fees. The fees for all products supplied pursuant to the Contract subsequent to the execution of this Amendment shall conform to the fee schedule attached hereto as Exhibit "A".
3. **Affirmation**. Except as amended by the terms of this Amendment, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts**. This Amendment may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on this Amendment may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Amendment upon the terms and conditions above stated, this 24th day of September 2025.

Brent Shonka

Brent Shonka, as General Manager
Interacid North America, Inc.
f/k/a Sulphuric Acid Trading Company, Inc.

September 5, 2025
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones

Erin Jones NIGP-CPP, CPPO, CPPB
Purchasing Manager, City of Bradenton

09/09/2025
Date

5305243v1

21-7921 Countywide Chemicals effective September 1, 2025						
Item	**Product**	**Description**	**Unit of Measure**	**Rank**	**Vendor**	**Cost**
1	W-1	Ammonia	lbs	Primary	Airgas Specialty	$1.3800
1	W-1	Ammonia	lbs	Secondary	No Bid	-
1	W-1	Ammonia	lbs	Tertiary	No Bid	-
2	W-2	Carbon Dioxide	ton	Primary	Matheson	$415.6000
2	W-2	Carbon Dioxide	ton	Secondary	No Bid	-
2	W-2	Carbon Dioxide	ton	Tertiary	No Bid	-
3	W-3	Chlorine	lbs	Primary	Allied Universal	$0.8120
3	W-3	Chlorine	lbs	Secondary	Brenntag	$0.8945
3	W-3	Chlorine	lbs	Tertiary	No Bid	-
4	W-4	Corrosion Inhibitor (ortho-polyphosphate) 80-20	lbs	Primary	Chemrite	$0.6580
4	W-4	Corrosion Inhibitor (ortho-polyphosphate) 80-20	lbs	Secondary	Carus	$0.6800
4	W-4	Corrosion Inhibitor (ortho-polyphosphate) 80-20	lbs	Tertiary	American Water	No Bid
5	W-5	Fluoride (Sodium Fluorsilicate)	lbs	Primary	Chemrite	$1.8800
5	W-5	Fluoride (Sodium Fluorsilicate)	lbs	Secondary	No Bid	
5	W-5	Fluoride (Sodium Fluorsilicate)	lbs	Tertiary	No Bid	
6	W-6	Lime	lbs	Primary	No Bid	
6	W-6	Lime	lbs	Secondary	No Bid	
6	W-6	Lime	lbs	Tertiary	No Bid	
7	W-7	Liquid PO4	lbs	Primary	Chemrite	$0.8700
7	W-7	Liquid PO4	lbs	Secondary	Carus	$0.8900
7	W-7	Liquid PO4	lbs	Tertiary	No Bid	
8	W-8	Muriatic Acid	lbs	Primary	Allied Universal	$0.3210
8	W-8	Muriatic Acid	lbs	Secondary	Harcos	$0.3350
8	W-8	Muriatic Acid	lbs	Tertiary	No Bid	
9	W-9	Scale Inhibitor	lbs	Primary	American Water	$1.3300
9	W-9	Scale Inhibitor	lbs	Secondary	No Bid	-
9	W-9	Scale Inhibitor	lbs	Tertiary	No Bid	-
10	W-10	Sludge Polymer	lbs	Primary	Polydyne	$2.3800
10	W-10	Sludge Polymer	lbs	Secondary	No Bid	-
10	W-10	Sludge Polymer	lbs	Tertiary	No Bid	-
11	W-11	50% Sodium Hydroxide	dry ton	Primary	Brenntag	$650.60
11	W-11	50% Sodium Hydroxide	dry ton	Secondary	Allied Universal	$690.00
11	W-11	50% Sodium Hydroxide	dry ton	Tertiary	Harcos	$759.00
12	W-12	Sulfuric Acid	lbs	Primary	SATCO	$0.10950
12	W-12	Sulfuric Acid	lbs	Secondary	Shrieve Chemical	$0.11000
12	W-12	Sulfuric Acid	lbs	Tertiary	No Bid	
13	W-13	Polymer	lbs	Primary	Polydyne	$2.3800
13	W-13	Polymer	lbs	Secondary	No Bid	-
13	W-13	Polymer	lbs	Tertiary	No Bid	
14	WW-1	Emulsion Polymer	lbs	Primary	Polydyne	$1.9100
14	WW-1	Emulsion Polymer	lbs	Secondary	No Bid	-
14	WW-1	Emulsion Polymer	lbs	Tertiary	No Bid	

15	WW-3	25% Sodium Hydroxide Solution	gal	Primary	Harcos	$1.5500
15	WW-3	25% Sodium Hydroxide Solution	gal	Secondary	Allied Universal	$1.7400
15	WW-3	25% Sodium Hydroxide Solution	gal	Tertiary	Odyssey	$1.9700
16	W/WW-1	Calcium Hypochlorite	lbs	Primary	Chemrite	$2.0200
16	W/WW-1	Calcium Hypochlorite	lbs	Secondary	Brenntag	$2.0890
16	W/WW-1	Calcium Hypochlorite	lbs	Tertiary	Harcos	$2.3900
17	W/WW-2	Sodium Hypochlorite	gal	Primary	Allied Universal	$1.6300
17	W/WW-2	Sodium Hypochlorite	gal	Secondary	Odyssey	$1.6700
17	W/WW-2	Sodium Hypochlorite	gal	Tertiary	No Bid	
18	PR-2	Sodium Bicarbonate	lbs	Primary	Brenntag	$0.4750
18	PR-2	Sodium Bicarbonate	lbs	Secondary	Harcros	$0.4775
18	PR-2	Sodium Bicarbonate	lbs	Tertiary	No Bid	
19	PR-3	Muriatic Acid	gal	Primary	Harcros	$3.2200
19	PR-3	Muriatic Acid	gal	Secondary	Brenntag	$3.4900
19	PR-3	Muriatic Acid	gal	Tertiary	Odyssey	$8.4000
20	PR-5	Calcium Chloride	lbs	Primary	Harcros	$0.4900
20	PR-5	Calcium Chloride	lbs	Secondary	Brenntag	$0.5600
20	PR-5	Calcium Chloride	lbs	Tertiary	No Bid	
21	PR-6	Cal-Hypo (100% Chlorine)	lbs	Primary	Chemrite	$2.0200
21	PR-6	Cal-Hypo (100% Chlorine)	lbs	Secondary	Brenntag	$2.0890
21	PR-6	Cal-Hypo (100% Chlorine)	lbs	Tertiary	Harcros	$2.3900
22	PR-8	Soda Ash	lbs	Primary	Brenntag	$0.4895
22	PR-8	Soda Ash	lbs	Secondary	No Bid	
22	PR-8	Soda Ash	lbs	Tertiary	No Bid	
23	PR-9	Chlorine Tablets	lbs	Primary	Brenntag	$3.0000
23	PR-9	Chlorine Tablets	lbs	Secondary	No Bid	
23	PR-9	Chlorine Tablets	lbs	Tertiary	No Bid	

AGENDA ITEM NO. 7.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Amendment to PB-24-029NT with EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC.

SUGGESTED ACTION: Approve amendment for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into PB-24-029NT (the "Contract") on November 6, 2024, whereby Contractor agreed to supply the City with corrosion and odor control services, as more specifically described in the Contract. The initial term of the Contract is set to expire on September 25, 2025, and the Contract provides the parties with the option to renew for up to four (4) additional one-year periods. The parties desire to exercise the option to renew the Contract for an additional one (1) year period, through July 19, 2026. The parties further desire to amend the Contract to include the updated Fee
Rate Schedule attached hereto as Exhibit "A".

FINANCIAL IMPACT:
40253520 (WRF) 552900 (Chemical Supplies)
40253515 (Lift Stations) 552900 (Chemical Supplies)

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

SUGGESTED MOTION:

Motion to approve first contract amendment to PB-24-029NT with EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC.

ATTACHMENTS:
First Contract Amendment to PB-24-029NT with EWT Holdings III Corp.

First Contract Amendment to PB-24-029NT between the City of Bradenton and EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC

This FIRST CONTRACT AMENDMENT to PB-24-029NT (the "Amendment") is made this 24th day of September 2025, by and between the City of Bradenton, Florida (the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC (the "Contractor"), a foreign profit corporation located at 111 47th Street, Pittsburgh, PA 15201.

WITNESSETH

WHEREAS, the City and Contractor entered into PB-24-029NT (the "Contract") on November 6, 2024, whereby Contractor agreed to supply the City with corrosion and odor control services, as more specifically described in the Contract;

WHEREAS, the initial term of the Contract is set to expire on September 25, 2025, and the Contract provides the parties with the option to renew for up to four (4) additional one-year periods;

WHEREAS, the parties desire to exercise the option to renew the Contract for an additional one (1) year period, through July 19, 2026;

WHEREAS, the parties further desire to amend the Contract to include the updated Fee Rate Schedule attached hereto as Exhibit "A"; and

WHEREAS, the parties desire that, except as modified by the terms of this Amendment, all terms, covenants, and conditions of the Contract, and the rights and obligations of the City and Contractor, shall remain in full force and effect are hereby ratified and affirmed.

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

1. **Recitals**. The recitals in the "whereas" clauses are incorporated by reference and made a part of this Amendment.
2. **Modifications to the Contract**. The following provisions of the Contract are hereby modified as follows and shall prevail over any conflicting terms within the Contract:
    a. Contract Term. The term of the Contract is hereby extended through July 19, 2026.
    b. Fees. The fees for the corrosion and odor control services furnished pursuant to the Contract subsequent to the execution of this Amendment shall conform to the Fee Rate Schedule attached hereto as Exhibit "A".
3. **Affirmation**. Except as modified by the terms of this Amendment, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Amendment may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on this Amendment may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Amendment upon the terms and conditions above stated, this 24th day of September 2025.

DAVID L MORANO, as Sr. Mgr. Cust. Service — 9/10/25
Date

EWT Holdings III Corp.
d/b/a Evoqua Water Technologies, LLC

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones

9/15/2025
Date

Erin Jones NIGP-CPP, CPPO, CPPB
Purchasing Manager, City of Bradenton

AMENDMENT NO. 1 TO AGREEMENT NO. 24-R084063BB
FOR CORROSION & ODOR CONTROL SERVICES

This Amendment No. 1 to Agreement No. 24-R084063BB (hereinafter referred to as "Amendment") is made as of this 20th day of July, 2025 (hereinafter referred to as "Effective Date") between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter referred to as "County") and EWT Holdings III Corp. DBA Evoqua Water Technologies, LLC, a Delaware limited liability company, whose address is 2650 Tallevast Road, Sarasota, Florida 34243, (hereinafter referred to as "Contractor"); collectively referred to as the "Parties" and individually as "Party".

WHEREAS, on July 20, 2024, the Parties hereto entered into Agreement No. 24-R084063BB for Corrosion & Odor Control Services (hereinafter referred to as "Agreement"); and

WHEREAS, the County has determined a need to extend the Agreement and incorporate Exhibit B.01, Fee Rate Schedule; and

WHEREAS, Contractor agrees to continue to provide the corrosion and odor control services to the County in accordance with the terms and conditions of the Agreement.

***NOW, THEREFORE*,** in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. **Recitals**
   The above recitals are true and correct and are incorporated herein by reference.

2. **Agreement Term**
   This Amendment No. 1 hereby extends the Agreement beginning July 20, 2025 and ending July 19, 2026.

3. **Exhibit B, Fee Rate Schedule**
   Exhibit B, Fee Rate Schedule is hereby replaced with Exhibit B.01, Fee Rate Schedule effective July 20, 2025.

4. **Agreement**
   The Agreement and this Amendment No. 1 represent the entire understanding between the Parties.

5. **Terms and Conditions**
   Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of this page intentionally left blank]

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

EWT HOLDINGS III CORP. DBA EVOQUA WATER TECHNOLOGIES, LLC

By: _____

Printed Name: David L Morano

Title: Senior Manager Customer Service

Date: 07/17/2025

MANATEE COUNTY, a political subdivision of the State of Florida

By: Sherri D. Adams-Meier, MSM, CPPO Digitally signed by Sherri D. Adams-Meier, MSM, CPPO Date: 2025.07.17 09:45:14 -04'00'

For: Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

EXHIBIT B.01 - FEE RATE SCHEDULE: CALCIUM NITRATE

1. Contractor's fees must be all inclusive. No other fees will be allowed. Manatee County doses approximately 370,000 gallons of Calcium Nitrate annually.

2. Contractor's fees for the proposed chemicals as follows:

DESCRIPTION	UNIT OF MEASURE	UNIT COST
Chemical, Calcium Nitrate	Gallon	$3.88

3. Based upon the lift station information provided in the RFP, including the Exhibits, and the Contractor's services, estimated monthly cost for each chemical:

   $125,570.00 per month

4. Contractor's fees for the services as follows: Vapor Phase Systems

ITEM #	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	$ 323	$910	N/A	N/A
2	0-75	$759	$1,276	$2,650	$2,755
3	0-140	$1,260	$1,830	$3,150	$3,525
4	0-280	$1,816	$2,556	$3,725	$4,919
5	0-600	$2,040	$2,725	$4,560	$5,573
6	0-850	$3,112	$3,869	$5,019	$5,766
7	0-1150	$3,516	$4,802	$5,961	$7,293
8	0-1500	$3,749	$4,850	$6,075	$7,359
9	0-2000	$4,031	$5,085	$7,286	$8,447
10	0-3000	$4,924	$5,502	$8,725	$10,374
11	0-4000	$5,364	$6,574	$10,081	$14,254
12	0-5000	$5,710	$6,851	$10,958	$17,920
13	0-8000	$9,164	$10,345	$16,195	$23,226
14	0-12000	$13,326	$14,744	$19,398	$38,224
15	0-15000	$14,406	$15,848	$27,238	N/A
16	0-18000	$17,847	$19,798	$36,559	N/A
17	0-20000	$21,855	$23,126	N/A	N/A

5. CHEMICAL / BIOLOGICAL PRODUCTS

ITEM #	DESCRIPTION	PRICE
1	Bioxide	$ 3.88 / gallon
2	Bioxide Plus 71	$ 4.64 / gallon
3	Bioxide AQ	$ 2.98 / gallon
4	Odophos	$ 1.78 / gallon
5	Odophos Plus	$ 2.40 / gallon
6	Ferric Sulfate (9%)	$ 2.44 / gallon
7	50% Hydrogen Peroxide	$ 0.56 / lb
8	VX 456 (Bulk Tanker)	$ 1.64 / lb
9	VX 456 (Tote)	$ 2.12 / lb
10	Aktivox (Bulk Tanker)	$ 1.25 / lb
11	Aktivox (Tote)	$ 2.24 / lb
12	Textone L	$ 1.19 / lb
14	AQuit	$ 21.64 / lb
15	Alkagen AQ	$ 2.10 / gallon
16	Alkagen X	$ 3.88 / gallon
17	Sodium Hydroxide 25%	$ 5.18 / gallon
18	Sodium Hydroxide 50%	$ 8.93 / gallon
19	Sodium Hypochlorite	$ 4.45 / gallon
20	Perox Plus	$ 4.26 / lb

All product prices within this section include delivery, application equipment, ongoing maintenance, technical evaluation/support service, and technology licenses.

6. VAPOR PHASE ODOR CONTROL – EXISTING EQUIPMENT

The following table represents monthly cost for existing installations installed in Manatee County prior to 2024.

ITEM #	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	$130	$313	N/A	N/A
2	0-75	$527	$723	N/A	N/A
3	0-140	$917	$1,345	$1,485	$2,064
4	0-280	$1,021	$1,485	$2,064	$3,023
5	0-600	$1,564	$2,064	$3,023	$3,415
6	0-850	$2,293	$3,023	$3,232	$3,910
7	0-1150	$2,711	$3,232	$3,415	$4,431
8	1-1500	$2,972	$3,415	$3,910	$4,901
9	0-2000	$3,180	$3,910	$4,431	$5,265
10	0-3000	$3,649	$4,431	$4,901	$7,820
11	0-4000	$4,145	$4,901	$5,265	$10,948
12	0-5000	$4,536	$5,265	$7,820	$11,991
13	0-8000	$7,090	$7,820	$10,948	$14,557
14	0-12000	$10,271	$10,948	$11,991	$21,898
15	0-15000	$11,261	$11,991	$14,557	N/A
16	0-18000	$13,535	$14,557	$21,898	N/A

Notes:

If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

7. SERVICE ON CUSTOMER-OWNED VAPOR PHASE EQUIPMENT

The following table represents monthly cost for routine services rendered for vapor phase odor control equipment owned by the county.

ITEM#	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	$332	$488	N/A	N/A
2	0-75	$367	$599	N/A	N/A
3	0-140	$367	$599	$621	$643
4	0-280	$367	$621	$643	$709
5	0-600	$367	$621	$753	$830
6	0-850	$467	$643	$907	$973
7	0-1150	$467	$709	$907	$1017
8	1-1500	$467	$709	$973	$1017
9	0-2000	$467	$753	$1017	$1017
10	0-3000	$467	$973	$1017	$1,386
11	0-4000	$467	$1017	$1,386	$1,606
12	0-5000	$467	$1017	$1,386	$2,773
13	0-8000	$467	$1,386	$2,773	$3,212
14	0-12000	$467	$1,606	$3,212	$6,426
15	0-15000	$467	$2,773	$4,159	N/A
16	0-18000	$467	$2,773	$6,426	N/A
17	0-20000	$934	N/A	N/A	N/A

Notes:

1. Repairs will be quoted separately on an as-needed basis.
2. Monthly fees do not include change out of odor control media(s).
3. Monthly fees do not include routine service for Chemical Scrubbers.

8. PROFESSIONAL SERVICES & OTHER PRODUCTS

The following services are offered in conjunction with odor control projects that do not include provision of technologies or services from Evoqua, which are found elsewhere in this contract.

Professional Services:

Service Description		Proposed
1.	Engineer or Chemist	$175.00 / hour
2.	Technician	$159.00 / hour
3.	VaporLink Monitoring	$275.00 monthly / site

Other Products:

ITEM#	DESCRIPTION	UNIT	UNIT PRICE
1	VoCarb® P60 Supersack	Lbs	$3.34
2	VoCarb® P60 Bag	Lbs	$3.80
3	VoCarb® 36C Supersack	Lbs	$2.31
4	VoCarb® 36C Bag	Lbs	$2.77
5	MIDAS® C20 (coconut based) Supersack	Lbs	$6.93
6	MIDAS® C30 (coconut based) Supersack	Lbs	$7.96
7	MIDAS® OCM (coal based) Supersack	Lbs	$7.60
8	MIDAS® OCM (coal based) Bag	Lbs	$8.42
9	Biofilter Nutrient 8-2-8 (5-Drum Quantity)	Gal	$20.54
10	Biofilter Nutrient 8-2-8 (5-Gallon Minimum)	Gal	$30.81
11	Bioglas® Media	Lbs	$9.76

END OF EXHIBIT B.01

AGENDA ITEM NO. 7.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Amendment to PB-24-034NT with Premier Magnesia, LLC.

SUGGESTED ACTION: Approve amendment for the Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into PB-24-034NT (the ··Contract") on November 6, 2024, whereby Contractor agreed to supply the City with corrosion and odor control services, as more particularly described in the Contract. The initial term of the Contract is set to expire on September 25, 2025, and the Contract provides the parties with the option to renew the Contract for up to four (4) additional one (1) year periods. The parties desire to exercise the option to renew the Contract for an additional one (1) year period, through July 19, 2026. The parties further desire to amend the Contract to include the updated Fee Rate Schedule for Magnesium Hydroxide attached hereto as Exhibit -"A".

FINANCIAL IMPACT:
40253515 (Lift Stations) 552900 (Chemical Supplies)

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

SUGGESTED MOTION:
Motion to approve the first contract amendment to PB-24-034NT with Premier Magnesia, LLC.

ATTACHMENTS:
First Contract Amendment to PB-24-034NT with Premier Magnesia, LLC

First Contract Amendment to PB-24-034NT between Premier Magnesia, LLC and the City of Bradenton

This FIRST CONTRACT AMENDMENT to PB 24-034NT (the "Amendment"), is made this 24th day of September 2025, by and between the CITY OF BRADENTON, FLORIDA (the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and PREMIER MAGNESIA, LLC (the "Contractor"), a foreign limited liability company with a principal address of 75 Giles Place, Waynesville, North Carolina 28786.

WITNESSETH

WHEREAS, the City and Contractor entered into PB-24-034NT (the "Contract") on November 6, 2024, whereby Contractor agreed to supply the City with corrosion and odor control services, as more particularly described in the Contract;

WHEREAS, the initial term of the Contract is set to expire on September 25, 2025, and the Contract provides the parties with the option to renew the Contract for up to four (4) additional one (1) year periods;

WHEREAS, the parties desire to exercise the option to renew the Contract for an additional one (1) year period, through July 19, 2026;

WHEREAS, the parties further desire to amend the Contract to include the updated Fee Rate Schedule for Magnesium Hydroxide attached hereto as Exhibit "A"; and

WHEREAS, the parties desire that, except as modified by the terms of this Amendment, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the City and Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

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

1. **Recitals**. The recitals in the "WHEREAS" clauses are incorporated by reference and made a part of this Amendment.
2. **Modifications to the Contract**. The following provisions of the Contract are hereby modified as follows and shall prevail over any conflicting terms within the Contract:
    a. Contract Term. The term of the Contract is hereby extended through July 19, 2026.
    b. Fees. The fees for magnesium hydroxide supplied pursuant to the Contract subsequent to the execution of this Amendment shall conform to the Fee Rate Schedule for Magnesium Hydroxide attached hereto as Exhibit "A".
3. **Affirmation**. Except as amended by the terms of this Amendment, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts.** This Amendment may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on this Amendment may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Amendment upon the terms and conditions above stated, this 24th day of September 2025.

Boone Pitts, as VP of Sales
Premier Magnesia, LLC

9-15-2025
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones
Erin Jones, NIGP-CPP, CPPB, CPPO
Purchasing Manager, City of Bradenton

9/15/2025
Date

5305382v1

AMENDMENT NO. 1 TO AGREEMENT NO. 24-R084063BB
FOR CORROSION & ODOR CONTROL SERVICES

This Amendment No. 1 to Agreement No. 24-R084063BB (hereinafter referred to as "Amendment") is made as of this 20th day of July, 2025 (hereinafter referred to as "Effective Date") between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter referred to as "County") and Premier Magnesia, LLC, a Delaware limited liability corporation, whose address is 75 Giles Place, Waynesville, NC 28786, (hereinafter referred to as "Contractor"); collectively referred to as the "Parties" and individually as "Party".

WHEREAS, on July 20, 2024, the Parties hereto entered into Agreement No. 24-R084063BB for Corrosion & Odor Control Services (hereinafter referred to as "Agreement"); and

WHEREAS, the County has determined a need to extend the Agreement and incorporate Exhibit B.01, Fee Rate Schedule; and

WHEREAS, Contractor agrees to continue to provide corrosion & odor control services to the County in accordance with the terms and conditions of the Agreement.

***NOW, THEREFORE*,** in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. **Recitals**
   The above recitals are true and correct and are incorporated herein by reference.

2. **Agreement Term**
   This Amendment No.1 hereby extends the Agreement beginning July 20, 2025 and ending July 19, 2026.

3. **Exhibit B, Fee Rate Schedule**
   Exhibit B, Fee Rate Schedule is hereby replaced with Exhibit B.01, Fee Rate Schedule effective July 20, 2025.

4. **Agreement**
   The Agreement and this Amendment No. 1 represent the entire understanding between the Parties.

5. **Terms and Conditions**
   Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of this page intentionally left blank]

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

PREMIER MAGNESIA, LLC

By: _____

Printed Name: J Chad Haynes

Title: Asst Corp Secy

Date: 7/18/2025

MANATEE COUNTY, a political subdivision of the State of Florida

By: Sherri D. Adams-Meier, MSM, CPPO Digitally signed by Sherri D. Adams-Meier, MSM, CPPO Date: 2025.07.21 08:58:39 -04'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

EXHIBIT B.01 - FEE RATE SCHEDULE: MAGNESIUM HYDROXIDE

1. Contractor's fees must be all inclusive. No other fees will be allowed. Manatee County doses approximately 600,000 gallons of Magnesium Hydroxide annually.

2. Contractor's fees for the chemical as follows:

Description	Unit of Measure	Unit Cost
Chemical, Magnesium Hydroxide	Gallon	$4.36

END OF EXHIBIT B.01

AGENDA ITEM NO. 7.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Piggyback Agreement PB-25-042MK with Air Mechanical Service Corp.

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

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Air Mechanical & Service Corp. agrees to enter into an agreement with the City of Bradenton, Florida to furnish heating, ventilation, and air conditioning repair and installation services to the City.

FINANCIAL IMPACT:
Facilities Maintenance 00151910 534000

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

SUGGESTED MOTION:
Motion to approve the Piggyback Agreement PB-25-042MK with Air Mechanical Service Corp.

ATTACHMENTS:
Piggyback Agreement PB-25-042MK with Air Mechanical Service Corp.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-042MK BETWEEN
THE CITY OF BRADENTON AND AIR MECHANICAL & SERVICE CORP.

Air Mechanical & Service Corp. ("Contractor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish heating, ventilation, and air conditioning repair and installation services to the City. This Contract is in accordance with the specifications per Agreement No. 24-R085658TC between Manatee County, Florida and the Contractor, for the provision of heating, ventilation, and air conditioning repair and installation services, including all attachments and amendments thereto (the "Agreement"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through February 18, 2028, with the following modifications:

1. All references to "Manatee County" and the "County" shall be replaced with "City of Bradenton" and the "City".
2. Article 5, subsection (F) shall be deleted in its entirety and replaced with the following:

   Payment of all invoices issued by Contractor for Services performed pursuant to this Agreement shall be remitted in accordance with Florida's Prompt Payment Act.
3. Article 11 of the Agreement shall be deleted in its entirety.
4. Article 15 of the Agreement shall be modified to reflect the following contact information for the City's custodian of public records:

   CITY CLERK
   Phone: (941) 932-9400
   Email: Cityclerk@Cityofbradenton.com
   Mailing Address: 101 Old Main Street, Bradenton, FL 34205
5. Article 16 of the Agreement shall be deleted in its entirety and replaced with the following:

Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

6. Article 25 of the Agreement shall be modified to reflect the following contact information for the City:

To City:	City of Bradenton Attn: Purchasing Department 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 **srudacille@blalockwalters.com**

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

Mark Castellano, VP/Branch Manager — 9/16/2025
Air Mechanical & Service Corp. — Date

Gene Brown, Mayor — Date
City of Bradenton

Erin Jones — 9/16/2025
Erin Jones, NIGP-CPP, CPPO, CPPB — Date
Purchasing Manager City of Bradenton

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AGREEMENT No. 24-R085658TC

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

between

MANATEE COUNTY
(COUNTY)

and

AIR MECHANICAL & SERVICE CORP.
(CONTRACTOR)

AGREEMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of February, 2025 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **AIR MECHANICAL & SERVICE CORP.**, a Florida Corporation, (**"CONTRACTOR")** with offices located at 2700 Avenue of the Americas, Englewood, FL 34224, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of heating, ventilation, and air conditioning (HVAC) repair and installation services; and

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

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Request for Invitation for Bid No. 24-R085658TC and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Anti-Human Trafficking Affidavit
Exhibit E Insurance Requirements

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

ARTICLE 3. AGREEMENT TERM

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

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional one (1), two (2)-year period.

ARTICLE 4. COMPENSATION

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

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

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

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

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

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

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

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to

designate a different agent, provided that COUNTY is given advance written notice thereof.

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

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

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

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

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

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

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

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

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation

stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

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

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

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

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

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

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

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

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

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

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

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

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

B. Executing the Transition Services plan activities;

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

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

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

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

ARTICLE 15. PUBLIC RECORDS

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

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

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

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

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

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

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

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

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

ARTICLE 16. INDEMNIFICATION

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

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

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

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

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

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

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

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 22. KEY PERSONNEL

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

Mark Castellano, Vice President/Branch Manager

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

ARTICLE 23. SUB-CONTRACTORS

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

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 25. NOTICES

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

To COUNTY: Manatee County Government
Property Management
Attn: Energy and Building Management Division Manager
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: (941) 748-4501 Ext. 5843
Email: brandon.bennett@mymanatee.org

To CONTRACTOR: Air Mechanical & Service Corp.
Attn: Vice President/Branch Manager
2700 Avenue of the Americas
Englewood, FL 34224
Phone: (941) 475-3715
Email: mcastellano@amsco-ac.com

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not

employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. ANTI-HUMAN TRAFFICKING

CONTRACTOR shall provide County with a sworn affidavit signed by an officer or a representative of CONTRACTOR under penalty of perjury attesting that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 43. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

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

AIR MECHANICAL & SERVICE CORP.

By: _____

Printed Name: Mark Castellano

Title: VP/Branch Manager

Date: 1/14/2025

MANATEE COUNTY, a political subdivision of the State of Florida

_____

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

Date: 2/18/25

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT A, SCOPE OF SERVICES
AGREEMENT No. 24-R085658TC

1.01 SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide HVAC Repair and Installation Services that will meet the requirements of the Agreement.

No single project shall exceed $300,000.00. If an estimate or quotation for any single project under this Agreement exceeds $300,000.00, the Contractor shall not submit an estimate or quote or reveal their pricing but inform the County that the estimate or quotation would exceed $300,000.00. A separate bidding process will be required for all projects exceeding $300,000.00.

The services are "as needed" to County HVAC systems and an occasional need for repairs to ice makers and refrigeration equipment. The services will include, but not be limited to; complete HVAC repair services (compressor, air-handler, condenser coil, evaporator coil, etc.), air quality control systems, commercial ice makers, refrigeration equipment and systems, ductwork, dampers, and maintain fire wall integrity. This service may also include the installation of new equipment, replacement, or upgrade of existing equipment.

Contractor shall provide skilled workers, skilled sub-contractors, all tools, and equipment considered to be normal and customary to the trade. The Contractor is not expected to rent equipment in the normal course of service under this Agreement. During services, the use of Contractor owned specialty or rented equipment, may be required. This equipment is in addition to any equipment used in the HVAC repair and installation services of the job size and job type intended for this Agreement.

Written approval from a County Contract Manager is required prior to the use of specialty or rented equipment. All rental equipment to perform the service shall be at the Contractor's cost, no markup will be allowed.

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

1.02 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to the Agreement. Within the term of the Agreement, the CCM shall have the authority to transmit instructions, receive information, interpret, and define the policy of the County and make decisions pertinent to the services. The CCM shall have authorization, to designate other County employees to serve in the absence of the CCM.

The CCM shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of the maintenance. The CCM shall consider the findings and recommendations of the Contractor and respond in a timely manner so as not to delay the services.

1.03 GENERAL SERVICE REQUIREMENTS

Contractor shall conform to all County sites rules and regulations. These rules include, but are not limited to:

A. Report to the CCM or designated contact person upon arrival and departure of service site.
B. Reframe from walking beyond the designated limits of service area.
C. Keeping public areas free of waste materials.
D. Maintain proper respectful demeanor around all County employees as well as the general public by maintaining proper clothing standards, language, and attitude.
E. Removing all rubbish from site daily before leaving the premises.
F. Adhering to all County and State safety codes.
G. All service personnel shall be in uniformed (or with visible personal identification) and be fully trained and skilled in all maintenance and repairs as listed herein.
H. All services performed on site shall be done by the Contractor's employees, unless properly approved by the CCM.
I. No smoking in Public Facilities.
J. Adhere to security protocols at all County locations.
K. Manatee County Sheriff's Office (MSO) security-controlled locations may require background checks prior to performing any services. The locations are, but not limited to: DeSoto Center, Judicial Center and MSO Detention Center.

1.04 SERVICE REQUIREMENTS

Contractor shall include but not be limited to:
A. Report any service-related deficiencies immediately in writing on a service report with recommendations for rectifying such deficiencies.
B. Notify the County when finished so that repairs or service can be tested or inspected for proper operation, professional installation, and finished service.
C. Provide written service reports detailing all repairs or service done at the site, at the completion of the service. The service reports shall include:
i. Arrival and departure times of every person on the job.
ii. Date service is performed.
iii. Location of service.
iv. Type of service performed.
D. Provide a listing of all parts and materials approved and used (parts and materials, if not provided by the County, shall be priced at the percentage markup over cost on pricing form).
E. Obtain a signature of the CCM or site contact person.

F. Leave a hard copy of the service report with the CCM or designated County employee prior to leaving the site. The service report must be signed by the County CCM or designated County employee.

1.05 CODE COMPLIANCE AND PERMITTING RESPONSIBILITIES

All services must be completed per the latest edition of the building code applicable for the project as well as any state and local laws, ordinances, rules, and regulations.
The Contractor shall obtain any and all necessary permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the service as specified herein and be invoiced as a direct reimbursable. Contractor must provide proof of permit cost with invoice.

For any work where a permit is required, the Contractor shall furnish a copy of the approved City or County permit to the CCM before starting the work.
All firewall or floor penetrations shall maintain their respective smoke and/or fire rating.

1.06 REPAIR PROCEDURES
Contractor shall provide repair services:
A. Provide quick and accurate repairs. Timely responsiveness is critical for these services.
B. CCM will notify the Contractor by phone or email when repair services are needed.
C. Respond to the site location within four (4) hours of request. The four (4) hour time schedule may be waived by the CCM during the initial conversation.
D. Diagnose the problem, stabilize the system, and make any and all repairs, as needed.
E. Normal Business Hours – Services performed during normal business County hours are Monday through Friday 7:00 A.M. to 5:00 P.M., excluding holidays. Failure to respond within this time frame may be cause for the County to use an alternate Contractor.
F. Overtime/After Normal Business Hours – Contractor is to be on site and commencing services within four (4) hours of the initial call being placed by CCM during hours outside of normal business hours to include County or national holidays. Failure to respond within this time frame may be cause for the County to use an alternate Contractor.

1.07 EXECUTION OF SERVICE OUTSIDE OF REPAIR
Upon notification of a need for services that will require an estimate (usually the replacement of an existing system or the installation of a new system) the Contractor shall acknowledge the request and shall be expected to prepare an estimate (broken down between labor and materials) for presentation to the County. Once the estimate is accepted by the County, the Contractor will be issued a Release Order specific to that project and shall begin service within 24 hours from time of notification unless otherwise agreed to with the County. Final billing for estimated work will be time and material per Attachment H, Pricing Form. Routine repair situations will generally not require an estimate and response times shall be within four (4) hours to the jobsite or mutually agreeable time.

1.08 EMERGENCY SERVICES
If an emergency occurs, the Contractor shall have two (2) hours after initial contact by the County, to coordinate the emergency repair regardless of the time of day or day of the week.
Contractor shall provide the County with an emergency phone contact which may be reached 24 hours per day, seven (7) days per week.

1.09 LIQUIDATED DAMAGES
Should Contractor fail to perform services as specified in the Agreement, damage by lack of performance will affect the County and liquidated damages will be incurred.
A. If Contractors qualified personnel do not report to the County and perform services as specified in the agreement, liquidated damage charges with be incurred in the amount of $100 per day. Contractor will be notified of the assessment of liquidated damages via email within

twenty-four (24) hours for failure to report for services within time specified. Liquidated damage amounts will be deducted from payments due the Contractor.

1.10 INVOICES AND PAYMENTS

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

A. Blanket purchase order number and release order number.

B. Hours on site.

C. Parts cost: Parts and materials will be reimbursed at the percentage mark-up over cost as per pricing form. A copy of the Contractor's material invoices, or other supporting documents as approved by the County, must be submitted with the invoice for verification purposes.

D. If rental tools or equipment are required, these items shall not be allowed a percent markup but shall be itemized to the County separately at the Contractor's cost. A copy of the rental cost invoice will be required with the invoice for verification purposes.

E. Invoices must be itemized.

F. Do not charge for "Miscellaneous" supplies or parts.

G. Do not charge for travel time, only time on-site will be allowed. Therefore, it is critical to "report in" with the CCM or designated County employee for time keeping purposes.

H. Do not charge a mark-up on sales tax, freight or shipping, these charges should be at Contractor cost.

I. Send invoices via mail or email to both:

i. To CCM

ii. Manatee County Clerk of the Circuit Court
PO Box 1000
Bradenton, FL 34206-1000
Or email invoice to: Invoice@manateeclerk.com

1.11 ACCESSIBILITY

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

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

END EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

[Remainder of page intentionally left blank]

EXHIBIT B FEE RATE SCHEDULE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES AGREEMENT NO. 24-R085658TC				
Item #	**Description**	**Estimated Annual Quantity**	**Unit of Measure**	**Unit Rate**
1	Normal business hours labor rate per person. "as needed" **(Monday-Friday, 7:00AM - 5:00PM, excluding County Holidays)** **(Some emergencies might fall under normal business hours)** **(On site time only, travel charges will NOT be accepted)** **(4 hour response time for repairs)**	1000	PER HOUR	$88.00
2	Overtime working hours labor rate per person. "as needed" **(Hours other than Monday-Friday, 7:00AM - 5:00PM)** **(On site time only, travel charges will NOT be accepted)** **(4 hour response time for repairs)**	50	PER HOUR	$132.00
3	Contractor percent markup over cost for parts and materials **(Percent not to exceed 35%)** **(Original parts and materials invoice must be provided with invoice for verification and payment)**	25% Markup		
NOTE:	Material costs for parts, equipment, consumables and shop supplies (all itemized parts in excess of $25.00 must have OEM, supply house or published price list supporting documentation provided with invoices for payment).			

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Charlotte

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Mark Castellano, as [INSERT TITLE] VP of [INSERT CONTRACTOR NAME] Air Mechanical & Service Corp, (hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

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

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

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

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 24-R085658TC for Heating, Ventilation, and Air Conditioning (HVAC) Repair and Installation Services

DATED this 14th day of January, 2025.

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 14th day of January, 2025, by [NAME] Mark Castellano, as [TITLE] VP of [CONTRACTOR] Air Mechanical & Service Corp (He) She is personally known to me or has produced N/A [TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. HH235500

Notary Public State of Florida
Larry Dalton
My Commission
HH 235500
Exp. 6/26 2

Please return this completed and signed exhibit with your agreement

Notary Public State of Florida
Larry Dalton
My Commission
HH 235500
Exp. 6/26/2026

EXHIBIT D, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Castellano, who was sworn and says that the following information is true and correct:

1. My name is Mark Castellano of AirMechanical Service Corp I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

_____

Signature

STATE OF Florida
COUNTY OF Charlotte

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 14th day of January, ~~2024~~ 2025 by Mark Castellano, who

☑ is personally known to me or
☐ has produced N/A as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: 6/26/26

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Please return this completed and signed exhibit with your agreement

Notary Public State of Florida
Larry Dalton
My Commission
HH 235500
Exp. 6/26/2026

EXHIBIT E, INSURANCE REQUIREMENTS

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

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

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

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

Coverage limits of not less than:

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

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

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

Coverage limits of not less than:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- $1,000,000 Each Occurrence and Aggregate

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

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

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

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

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

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

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

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

☐ **Other [Specify]**

REQUIRED BONDS

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

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

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

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. BONDING REQUIREMENTS

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

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

Date: 1/14/2025

Contractor's Name: Air Mechanical & Service Corp

Authorized Signature: _____

Printed Name/Title: Mark Castellano VP/ Branch Manager

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Please return this completed and signed statement with your agreement.

AGREEMENT No. 24-R085658TC

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

between

MANATEE COUNTY
(COUNTY)

and

KENYON & PARTNERS, LLC
(CONTRACTOR)

AGREEMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of February, 2025 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **KENYON & PARTNERS, LLC** a Florida Limited Liability Company, (**"CONTRACTOR")** with offices located at 3203 Queen Palm Dr, Tampa, FL 33619, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of heating, ventilation, and air conditioning (HVAC) repair and installation services; and

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

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Request for Invitation for Bid No. 24-R085658TC and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Anti-Human Trafficking Affidavit
Exhibit E Insurance Requirements

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

ARTICLE 3. AGREEMENT TERM

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

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional one (1), two (2)-year period.

ARTICLE 4. COMPENSATION

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

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

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

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

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

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

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

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to

designate a different agent, provided that COUNTY is given advance written notice thereof.

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

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

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

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

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

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

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

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

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation

stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

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

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

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

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

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

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

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

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

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

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

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

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

B. Executing the Transition Services plan activities;

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

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

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

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

ARTICLE 15. PUBLIC RECORDS

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

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

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

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

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

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

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

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

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

ARTICLE 16. INDEMNIFICATION

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

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

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

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

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

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

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

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 22. KEY PERSONNEL

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

Dean Kenyon, President

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

ARTICLE 23. SUB-CONTRACTORS

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

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 25. NOTICES

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

To COUNTY: Manatee County Government
Property Management
Attn: Energy and Building Management Division Manager
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: (941) 748-4501 Ext. 5843
Email: brandon.bennett@mymanatee.org

To CONTRACTOR: Kenyon & Partners, LLC
Attn: President
3203 Queen Palm Dr
Tampa, FL 33619
Phone: (813) 241-6568
Email: bids@kenyonandpartners.com

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not

employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. ANTI-HUMAN TRAFFICKING

CONTRACTOR shall provide County with a sworn affidavit signed by an officer or a representative of CONTRACTOR under penalty of perjury attesting that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 43. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

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

KENYON & PARTNERS, LLC

By: _____

Printed Name: Dean Kenyon

Title: President

Date: 01/23/25

MANATEE COUNTY, a political subdivision of the State of Florida

_____

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

Date: 2/18/25

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT A, SCOPE OF SERVICES
AGREEMENT No. 24-R085658TC

1.01 SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide HVAC Repair and Installation Services that will meet the requirements of the Agreement.

No single project shall exceed $300,000.00. If an estimate or quotation for any single project under this Agreement exceeds $300,000.00, the Contractor shall not submit an estimate or quote or reveal their pricing but inform the County that the estimate or quotation would exceed $300,000.00. A separate bidding process will be required for all projects exceeding $300,000.00.

The services are "as needed" to County HVAC systems and an occasional need for repairs to ice makers and refrigeration equipment. The services will include, but not be limited to; complete HVAC repair services (compressor, air-handler, condenser coil, evaporator coil, etc.), air quality control systems, commercial ice makers, refrigeration equipment and systems, ductwork, dampers, and maintain fire wall integrity. This service may also include the installation of new equipment, replacement, or upgrade of existing equipment.

Contractor shall provide skilled workers, skilled sub-contractors, all tools, and equipment considered to be normal and customary to the trade. The Contractor is not expected to rent equipment in the normal course of service under this Agreement. During services, the use of Contractor owned specialty or rented equipment, may be required. This equipment is in addition to any equipment used in the HVAC repair and installation services of the job size and job type intended for this Agreement.

Written approval from a County Contract Manager is required prior to the use of specialty or rented equipment. All rental equipment to perform the service shall be at the Contractor's cost, no markup will be allowed.

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

1.02 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to the Agreement. Within the term of the Agreement, the CCM shall have the authority to transmit instructions, receive information, interpret, and define the policy of the County and make decisions pertinent to the services. The CCM shall have authorization, to designate other County employees to serve in the absence of the CCM.

The CCM shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of the maintenance. The CCM shall consider the findings and recommendations of the Contractor and respond in a timely manner so as not to delay the services.

1.03 GENERAL SERVICE REQUIREMENTS

Contractor shall conform to all County sites rules and regulations. These rules include, but are not limited to:

A. Report to the CCM or designated contact person upon arrival and departure of service site.
B. Reframe from walking beyond the designated limits of service area.
C. Keeping public areas free of waste materials.
D. Maintain proper respectful demeanor around all County employees as well as the general public by maintaining proper clothing standards, language, and attitude.
E. Removing all rubbish from site daily before leaving the premises.
F. Adhering to all County and State safety codes.
G. All service personnel shall be in uniformed (or with visible personal identification) and be fully trained and skilled in all maintenance and repairs as listed herein.
H. All services performed on site shall be done by the Contractor's employees, unless properly approved by the CCM.
I. No smoking in Public Facilities.
J. Adhere to security protocols at all County locations.
K. Manatee County Sheriff's Office (MSO) security-controlled locations may require background checks prior to performing any services. The locations are, but not limited to: DeSoto Center, Judicial Center and MSO Detention Center.

1.04 SERVICE REQUIREMENTS

Contractor shall include but not be limited to:
A. Report any service-related deficiencies immediately in writing on a service report with recommendations for rectifying such deficiencies.
B. Notify the County when finished so that repairs or service can be tested or inspected for proper operation, professional installation, and finished service.
C. Provide written service reports detailing all repairs or service done at the site, at the completion of the service. The service reports shall include:
i. Arrival and departure times of every person on the job.
ii. Date service is performed.
iii. Location of service.
iv. Type of service performed.
D. Provide a listing of all parts and materials approved and used (parts and materials, if not provided by the County, shall be priced at the percentage markup over cost on pricing form).
E. Obtain a signature of the CCM or site contact person.

F. Leave a hard copy of the service report with the CCM or designated County employee prior to leaving the site. The service report must be signed by the County CCM or designated County employee.

1.05 CODE COMPLIANCE AND PERMITTING RESPONSIBILITIES

All services must be completed per the latest edition of the building code applicable for the project as well as any state and local laws, ordinances, rules, and regulations.
The Contractor shall obtain any and all necessary permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the service as specified herein and be invoiced as a direct reimbursable. Contractor must provide proof of permit cost with invoice.

For any work where a permit is required, the Contractor shall furnish a copy of the approved City or County permit to the CCM before starting the work.
All firewall or floor penetrations shall maintain their respective smoke and/or fire rating.

1.06 REPAIR PROCEDURES
Contractor shall provide repair services:
A. Provide quick and accurate repairs. Timely responsiveness is critical for these services.
B. CCM will notify the Contractor by phone or email when repair services are needed.
C. Respond to the site location within four (4) hours of request. The four (4) hour time schedule may be waived by the CCM during the initial conversation.
D. Diagnose the problem, stabilize the system, and make any and all repairs, as needed.
E. Normal Business Hours – Services performed during normal business County hours are Monday through Friday 7:00 A.M. to 5:00 P.M., excluding holidays. Failure to respond within this time frame may be cause for the County to use an alternate Contractor.
F. Overtime/After Normal Business Hours – Contractor is to be on site and commencing services within four (4) hours of the initial call being placed by CCM during hours outside of normal business hours to include County or national holidays. Failure to respond within this time frame may be cause for the County to use an alternate Contractor.

1.07 EXECUTION OF SERVICE OUTSIDE OF REPAIR
Upon notification of a need for services that will require an estimate (usually the replacement of an existing system or the installation of a new system) the Contractor shall acknowledge the request and shall be expected to prepare an estimate (broken down between labor and materials) for presentation to the County. Once the estimate is accepted by the County, the Contractor will be issued a Release Order specific to that project and shall begin service within 24 hours from time of notification unless otherwise agreed to with the County. Final billing for estimated work will be time and material per Attachment H, Pricing Form. Routine repair situations will generally not require an estimate and response times shall be within four (4) hours to the jobsite or mutually agreeable time.

1.08 EMERGENCY SERVICES
If an emergency occurs, the Contractor shall have two (2) hours after initial contact by the County, to coordinate the emergency repair regardless of the time of day or day of the week.
Contractor shall provide the County with an emergency phone contact which may be reached 24 hours per day, seven (7) days per week.

1.09 LIQUIDATED DAMAGES
Should Contractor fail to perform services as specified in the Agreement, damage by lack of performance will affect the County and liquidated damages will be incurred.
A. If Contractors qualified personnel do not report to the County and perform services as specified in the agreement, liquidated damage charges with be incurred in the amount of $100 per day. Contractor will be notified of the assessment of liquidated damages via email within

twenty-four (24) hours for failure to report for services within time specified. Liquidated damage amounts will be deducted from payments due the Contractor.

1.10 INVOICES AND PAYMENTS

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

A. Blanket purchase order number and release order number.

B. Hours on site.

C. Parts cost: Parts and materials will be reimbursed at the percentage mark-up over cost as per pricing form. A copy of the Contractor's material invoices, or other supporting documents as approved by the County, must be submitted with the invoice for verification purposes.

D. If rental tools or equipment are required, these items shall not be allowed a percent markup but shall be itemized to the County separately at the Contractor's cost. A copy of the rental cost invoice will be required with the invoice for verification purposes.

E. Invoices must be itemized.

F. Do not charge for "Miscellaneous" supplies or parts.

G. Do not charge for travel time, only time on-site will be allowed. Therefore, it is critical to "report in" with the CCM or designated County employee for time keeping purposes.

H. Do not charge a mark-up on sales tax, freight or shipping, these charges should be at Contractor cost.

I. Send invoices via mail or email to both:

i. To CCM

ii. Manatee County Clerk of the Circuit Court
PO Box 1000
Bradenton, FL 34206-1000
Or email invoice to: Invoice@manateeclerk.com

1.11 ACCESSIBILITY

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

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

END EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

[Remainder of page intentionally left blank]

EXHIBIT B FEE RATE SCHEDULE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES AGREEMENT NO. 24-R085658TC				
Item #	**Description**	**Estimated Annual Quantity**	**Unit of Measure**	**Unit Rate**
1	Normal business hours labor rate per person. "as needed" **(Monday-Friday, 7:00AM - 5:00PM, excluding County Holidays)** **(Some emergencies might fall under normal business hours)** **(On site time only, travel charges will NOT be accepted)** **(4 hour response time for repairs)**	1000	PER HOUR	$125.00
2	Overtime working hours labor rate per person. "as needed" **(Hours other than Monday-Friday, 7:00AM - 5:00PM)** **(On site time only, travel charges will NOT be accepted)** **(4 hour response time for repairs)**	50	PER HOUR	$165.00
3	Contractor percent markup over cost for parts and materials **(Percent not to exceed 35%)** **(Original parts and materials invoice must be provided with invoice for verification and payment)**	35% Markup		
NOTE:	Material costs for parts, equipment, consumables and shop supplies (all itemized parts in excess of $25.00 must have OEM, supply house or published price list supporting documentation provided with invoices for payment).			

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Dean Kenyon, as [INSERT TITLE] President of [INSERT CONTRACTOR NAME] Kenyon & Partners, (hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

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

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

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

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 24-R085658TC for HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

DATED this 23rd day of January, 20 25.

Dean Kenyon
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 24th day of January, 20 25, by [NAME] Dean Kenyon, as [TITLE] President of [CONTRACTOR] Kenyon & Partners. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Janelle Ray
Notary Signature
Commission No. HH-501876

JANELLE RAY
MY COMMISSION # HH 501876
EXPIRES: July 8, 2028

Please return this completed and signed exhibit with your agreement.

EXHIBIT D, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Dean Kenyon, who was sworn and says that the following information is true and correct:

1. My name is Dean Kenyon of Kenyon + Partners. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Dean Kenyon
Signature

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 24th day of January 2025 by Dean Kenyon, who

☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Julie Ray
Signature of Notary Public

My Commission Expires: 7/8/28

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Please return this completed and signed exhibit with your agreement.

NOTARY PUBLIC STATE OF FLORIDA
JANELLE RAY
MY COMMISSION # HH 501876
EXPIRES: July 8, 2028

EXHIBIT E, INSURANCE REQUIREMENTS

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

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

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

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

Coverage limits of not less than:

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

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

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

Coverage limits of not less than:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- $1,000,000 Each Occurrence and Aggregate

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

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

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

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

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

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

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

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

☐ **Other [Specify]**

REQUIRED BONDS

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

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

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

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. BONDING REQUIREMENTS

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

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

Date: 1/24/25

Contractor's Name: Kenyon + Partners

Authorized Signature: Dean Kenyon

Printed Name/Title: Dean Kenyon, President

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Please return this completed and signed statement with your agreement.

AGREEMENT No. 24-R085658TC

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

between

MANATEE COUNTY
(COUNTY)

and

McCLOSKEY MECHANICAL CONTRACTORS, INC.
(CONTRACTOR)

AGREEMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of February, 2025 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **McCLOSKEY MECHANICAL CONTRACTORS, INC.**, a New Jersey Corporation, (**"CONTRACTOR")** with offices located at 445 Lower Landing Road, Blackwood, NJ 08012, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of heating, ventilation, and air conditioning (HVAC) repair and installation services; and

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

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Request for Invitation for Bid No. 24-R085658TC and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Anti-Human Trafficking Affidavit
Exhibit E Insurance Requirements

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

ARTICLE 3. AGREEMENT TERM

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

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional one (1), two (2)-year period.

ARTICLE 4. COMPENSATION

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

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

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

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

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

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

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

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to

designate a different agent, provided that COUNTY is given advance written notice thereof.

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

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

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

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

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

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

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

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

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation

stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

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

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

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

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

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

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

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

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

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

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

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

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

B. Executing the Transition Services plan activities;

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

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

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

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

ARTICLE 15. PUBLIC RECORDS

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

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

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

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

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

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

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

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

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

ARTICLE 16. INDEMNIFICATION

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

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

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

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

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

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

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

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 22. KEY PERSONNEL

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

Colin Campano, Vice President

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

ARTICLE 23. SUB-CONTRACTORS

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

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 25. NOTICES

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

To COUNTY: Manatee County Government
Property Management
Attn: Energy and Building Management Division Manager
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: (941) 748-4501 Ext. 5843
Email: brandon.bennett@mymanatee.org

To CONTRACTOR: McCloskey Mechanical Contractors, Inc.
Attn: Vice President
445 Lower Landing Road
Blackwood, NJ 08012
Phone: 856) 784-5080
Email: rob@mccloskeymechanical.com

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not

employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. ANTI-HUMAN TRAFFICKING

CONTRACTOR shall provide County with a sworn affidavit signed by an officer or a representative of CONTRACTOR under penalty of perjury attesting that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 43. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

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

McCLOSKEY MECHANICAL CONTRACTORS, INC.

By: Colin Campano

Printed Name: Colin Campano

Title: Vice President

Date: 1/15/2025

MANATEE COUNTY, a political subdivision of the State of Florida

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

Date: 2/18/25

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT A, SCOPE OF SERVICES
AGREEMENT No. 24-R085658TC

1.01 SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide HVAC Repair and Installation Services that will meet the requirements of the Agreement.

No single project shall exceed $300,000.00. If an estimate or quotation for any single project under this Agreement exceeds $300,000.00, the Contractor shall not submit an estimate or quote or reveal their pricing but inform the County that the estimate or quotation would exceed $300,000.00. A separate bidding process will be required for all projects exceeding $300,000.00.

The services are "as needed" to County HVAC systems and an occasional need for repairs to ice makers and refrigeration equipment. The services will include, but not be limited to; complete HVAC repair services (compressor, air-handler, condenser coil, evaporator coil, etc.), air quality control systems, commercial ice makers, refrigeration equipment and systems, ductwork, dampers, and maintain fire wall integrity. This service may also include the installation of new equipment, replacement, or upgrade of existing equipment.

Contractor shall provide skilled workers, skilled sub-contractors, all tools, and equipment considered to be normal and customary to the trade. The Contractor is not expected to rent equipment in the normal course of service under this Agreement. During services, the use of Contractor owned specialty or rented equipment, may be required. This equipment is in addition to any equipment used in the HVAC repair and installation services of the job size and job type intended for this Agreement.

Written approval from a County Contract Manager is required prior to the use of specialty or rented equipment. All rental equipment to perform the service shall be at the Contractor's cost, no markup will be allowed.

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

1.02 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to the Agreement. Within the term of the Agreement, the CCM shall have the authority to transmit instructions, receive information, interpret, and define the policy of the County and make decisions pertinent to the services. The CCM shall have authorization, to designate other County employees to serve in the absence of the CCM.

The CCM shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of the maintenance. The CCM shall consider the findings and recommendations of the Contractor and respond in a timely manner so as not to delay the services.

1.03 GENERAL SERVICE REQUIREMENTS

Contractor shall conform to all County sites rules and regulations. These rules include, but are not limited to:

A. Report to the CCM or designated contact person upon arrival and departure of service site.
B. Reframe from walking beyond the designated limits of service area.
C. Keeping public areas free of waste materials.
D. Maintain proper respectful demeanor around all County employees as well as the general public by maintaining proper clothing standards, language, and attitude.
E. Removing all rubbish from site daily before leaving the premises.
F. Adhering to all County and State safety codes.
G. All service personnel shall be in uniformed (or with visible personal identification) and be fully trained and skilled in all maintenance and repairs as listed herein.
H. All services performed on site shall be done by the Contractor's employees, unless properly approved by the CCM.
I. No smoking in Public Facilities.
J. Adhere to security protocols at all County locations.
K. Manatee County Sheriff's Office (MSO) security-controlled locations may require background checks prior to performing any services. The locations are, but not limited to: DeSoto Center, Judicial Center and MSO Detention Center.

1.04 SERVICE REQUIREMENTS

Contractor shall include but not be limited to:
A. Report any service-related deficiencies immediately in writing on a service report with recommendations for rectifying such deficiencies.
B. Notify the County when finished so that repairs or service can be tested or inspected for proper operation, professional installation, and finished service.
C. Provide written service reports detailing all repairs or service done at the site, at the completion of the service. The service reports shall include:
i. Arrival and departure times of every person on the job.
ii. Date service is performed.
iii. Location of service.
iv. Type of service performed.
D. Provide a listing of all parts and materials approved and used (parts and materials, if not provided by the County, shall be priced at the percentage markup over cost on pricing form).
E. Obtain a signature of the CCM or site contact person.

F. Leave a hard copy of the service report with the CCM or designated County employee prior to leaving the site. The service report must be signed by the County CCM or designated County employee.

1.05 CODE COMPLIANCE AND PERMITTING RESPONSIBILITIES

All services must be completed per the latest edition of the building code applicable for the project as well as any state and local laws, ordinances, rules, and regulations.
The Contractor shall obtain any and all necessary permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the service as specified herein and be invoiced as a direct reimbursable. Contractor must provide proof of permit cost with invoice.

For any work where a permit is required, the Contractor shall furnish a copy of the approved City or County permit to the CCM before starting the work.
All firewall or floor penetrations shall maintain their respective smoke and/or fire rating.

1.06 REPAIR PROCEDURES
Contractor shall provide repair services:
A. Provide quick and accurate repairs. Timely responsiveness is critical for these services.
B. CCM will notify the Contractor by phone or email when repair services are needed.
C. Respond to the site location within four (4) hours of request. The four (4) hour time schedule may be waived by the CCM during the initial conversation.
D. Diagnose the problem, stabilize the system, and make any and all repairs, as needed.
E. Normal Business Hours – Services performed during normal business County hours are Monday through Friday 7:00 A.M. to 5:00 P.M., excluding holidays. Failure to respond within this time frame may be cause for the County to use an alternate Contractor.
F. Overtime/After Normal Business Hours – Contractor is to be on site and commencing services within four (4) hours of the initial call being placed by CCM during hours outside of normal business hours to include County or national holidays. Failure to respond within this time frame may be cause for the County to use an alternate Contractor.

1.07 EXECUTION OF SERVICE OUTSIDE OF REPAIR
Upon notification of a need for services that will require an estimate (usually the replacement of an existing system or the installation of a new system) the Contractor shall acknowledge the request and shall be expected to prepare an estimate (broken down between labor and materials) for presentation to the County. Once the estimate is accepted by the County, the Contractor will be issued a Release Order specific to that project and shall begin service within 24 hours from time of notification unless otherwise agreed to with the County. Final billing for estimated work will be time and material per Attachment H, Pricing Form. Routine repair situations will generally not require an estimate and response times shall be within four (4) hours to the jobsite or mutually agreeable time.

1.08 EMERGENCY SERVICES
If an emergency occurs, the Contractor shall have two (2) hours after initial contact by the County, to coordinate the emergency repair regardless of the time of day or day of the week.
Contractor shall provide the County with an emergency phone contact which may be reached 24 hours per day, seven (7) days per week.

1.09 LIQUIDATED DAMAGES
Should Contractor fail to perform services as specified in the Agreement, damage by lack of performance will affect the County and liquidated damages will be incurred.
A. If Contractors qualified personnel do not report to the County and perform services as specified in the agreement, liquidated damage charges with be incurred in the amount of $100 per day. Contractor will be notified of the assessment of liquidated damages via email within

twenty-four (24) hours for failure to report for services within time specified. Liquidated damage amounts will be deducted from payments due the Contractor.

1.10 INVOICES AND PAYMENTS

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

A. Blanket purchase order number and release order number.

B. Hours on site.

C. Parts cost: Parts and materials will be reimbursed at the percentage mark-up over cost as per pricing form. A copy of the Contractor's material invoices, or other supporting documents as approved by the County, must be submitted with the invoice for verification purposes.

D. If rental tools or equipment are required, these items shall not be allowed a percent markup but shall be itemized to the County separately at the Contractor's cost. A copy of the rental cost invoice will be required with the invoice for verification purposes.

E. Invoices must be itemized.

F. Do not charge for "Miscellaneous" supplies or parts.

G. Do not charge for travel time, only time on-site will be allowed. Therefore, it is critical to "report in" with the CCM or designated County employee for time keeping purposes.

H. Do not charge a mark-up on sales tax, freight or shipping, these charges should be at Contractor cost.

I. Send invoices via mail or email to both:

i. To CCM

ii. Manatee County Clerk of the Circuit Court
PO Box 1000
Bradenton, FL 34206-1000
Or email invoice to: Invoice@manateeclerk.com

1.11 ACCESSIBILITY

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

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

END EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

[Remainder of page intentionally left blank]

EXHIBIT B FEE RATE SCHEDULE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES AGREEMENT NO. 24-R085658TC				
Item #	**Description**	**Estimated Annual Quantity**	**Unit of Measure**	**Unit Rate**
1	Normal business hours labor rate per person. "as needed" **(Monday-Friday, 7:00AM - 5:00PM, excluding County Holidays)** **(Some emergencies might fall under normal business hours)** **(On site time only, travel charges will NOT be accepted)** **(4 hour response time for repairs)**	1000	PER HOUR	$95.00
2	Overtime working hours labor rate per person. "as needed" **(Hours other than Monday-Friday, 7:00AM - 5:00PM)** **(On site time only, travel charges will NOT be accepted)** **(4 hour response time for repairs)**	50	PER HOUR	$140.00
3	Contractor percent markup over cost for parts and materials **(Percent not to exceed 35%)** **(Original parts and materials invoice must be provided with invoice for verification and payment)**	15% Markup		
NOTE:	Material costs for parts, equipment, consumables and shop supplies (all itemized parts in excess of $25.00 must have OEM, supply house or published price list supporting documentation provided with invoices for payment).			

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF New Jersey
COUNTY OF Camden

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Colin Campano, as [INSERT TITLE] Vice President of [INSERT CONTRACTOR NAME] McCloskey Mechanical Contractors, Inc., (hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

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

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

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

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 24-R085658TC for Heating, Ventilation, and Air Conditioning (HVAC) Repair and Installation Services

DATED this 15th day of January, 20 25.

Colin Campo
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 15th day of January, 20 25, by [NAME] Colin Campano, as [TITLE] Vice President of [CONTRACTOR] McCloskey Mechanical Contractors, Inc.. He / She is personally known to me or has produced Personally Known [TYPE OF IDENTIFICATION] as identification.

Courtney Coady
Notary Signature
Commission No. 50143019

COURTNY L. COADY
Notary Public, State of New Jersey
Comm. # 50143019
My Commission Expires 11/09/2025

Please return this completed and signed exhibit with your agreement.

EXHIBIT D, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Colin Campano, who was sworn and says that the following information is true and correct:

1. My name is Colin Campano of McCloskey Mechanical Contractors, Inc.. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Colin Campano
Signature

STATE OF New Jersey
COUNTY OF Camden

Sworn to (or affirmed) and subscribed before me by means of [x] physical presence or [ ] online notarization

this 15th day of January, ~~2024~~ 2025, by Colin Campano, who

[x] is personally known to me or
[ ] has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Courtny Coady
Signature of Notary Public

My Commission Expires: 11/09/2025

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

COURTNY L. COADY
Notary Public, State of New Jersey
Comm. # 50143019
My Commission Expires 11/09/2025

Please return this completed and signed exhibit with your agreement

EXHIBIT E, INSURANCE REQUIREMENTS

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

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

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

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

Coverage limits of not less than:

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

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

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

Coverage limits of not less than:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- $1,000,000 Each Occurrence and Aggregate

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

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

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

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

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

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

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

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

☐ **Other [Specify]**

REQUIRED BONDS

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

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

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

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. BONDING REQUIREMENTS

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

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

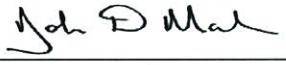
Date: 1/15/2025

Contractor's Name: McCloskey Mechanical Contractors, Inc.

Authorized Signature: 

Printed Name/Title: Colin Campano/Vice President

Insurance Agency: Acrisure

Agent Name: 

Agent Phone: 484-582-6052

Please return this completed and signed statement with your agreement.

AGREEMENT No. 24-R085658TC

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

Between

MANATEE COUNTY
(COUNTY)

And

SHERMAN MECHANICAL CONTRACTORS, LLC
(CONTRACTOR)

AGREEMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of February, 2025 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **SHERMAN MECHANICAL CONTRACTORS, LLC**, a Florida limited liability company , (**"CONTRACTOR")** with offices located at 4352 SE 95th St., Ocala, FL 34480, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of heating, ventilation, and air conditioning (HVAC) repair and installation services; and

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

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Request for Invitation for Bid No. 24-R085658TC and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Anti-Human Trafficking Affidavit
Exhibit E Insurance Requirements

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

ARTICLE 3. AGREEMENT TERM

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

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional one (1), two (2)-year period.

ARTICLE 4. COMPENSATION

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

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

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

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

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

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

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

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to

designate a different agent, provided that COUNTY is given advance written notice thereof.

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

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

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

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

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

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

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

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

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation

stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

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

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

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

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

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

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

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

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

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

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

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

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

B. Executing the Transition Services plan activities;

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. NON-DISCRIMINATION

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

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

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

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

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

ARTICLE 15. PUBLIC RECORDS

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

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

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

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

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

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

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

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

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

ARTICLE 16. INDEMNIFICATION

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

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

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

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 18. INSURANCE

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

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

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

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 22. KEY PERSONNEL

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

Thomas Sherman Jr, Vice President

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

ARTICLE 23. SUB-CONTRACTORS

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

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

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

ARTICLE 25. NOTICES

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

To COUNTY: Manatee County Government
Property Management
Attn: Energy and Building Management Division Manager
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: (941) 748-4501 Ext. 5843
Email: brandon.bennett@mymanatee.org

To CONTRACTOR: Sherman Mechanical Contractors, LLC
Attn: Vice President
4352 SE 95th St
Ocala, FL 34480
Phone: (352) 547-5532
Email: service@shermanmc.com

ARTICLE 26. RELATIONSHIP OF PARTIES

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

ARTICLE 27. NO CONFLICT

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

ARTICLE 28. ETHICAL CONSIDERATIONS

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

ARTICLE 29. PUBLIC ENTITY CRIMES

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

ARTICLE 30. TAXES

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

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

ARTICLE 31. FORCE MAJEURE

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

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

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 33. ATTORNEY FEES

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

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 35. AMENDMENTS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

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

ARTICLE 39. TIME

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

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not

employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. ANTI-HUMAN TRAFFICKING

CONTRACTOR shall provide County with a sworn affidavit signed by an officer or a representative of CONTRACTOR under penalty of perjury attesting that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 43. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

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

SHERMAN MECHANICAL CONTRACTORS, LLC

By: Thomas Sherman Jr (Jan 15, 2025 08:14 EST)

Printed Name: Thomas Sherman Jr

Title: Vice President

Date: 01/15/2025

MANATEE COUNTY, a political subdivision of the State of Florida

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

Date: 2/18/25

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT A, SCOPE OF SERVICES
AGREEMENT No. 24-R085658TC

1.01 SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide HVAC Repair and Installation Services that will meet the requirements of the Agreement.

No single project shall exceed $300,000.00. If an estimate or quotation for any single project under this Agreement exceeds $300,000.00, the Contractor shall not submit an estimate or quote or reveal their pricing but inform the County that the estimate or quotation would exceed $300,000.00. A separate bidding process will be required for all projects exceeding $300,000.00.

The services are "as needed" to County HVAC systems and an occasional need for repairs to ice makers and refrigeration equipment. The services will include, but not be limited to; complete HVAC repair services (compressor, air-handler, condenser coil, evaporator coil, etc.), air quality control systems, commercial ice makers, refrigeration equipment and systems, ductwork, dampers, and maintain fire wall integrity. This service may also include the installation of new equipment, replacement, or upgrade of existing equipment.

Contractor shall provide skilled workers, skilled sub-contractors, all tools, and equipment considered to be normal and customary to the trade. The Contractor is not expected to rent equipment in the normal course of service under this Agreement. During services, the use of Contractor owned specialty or rented equipment, may be required. This equipment is in addition to any equipment used in the HVAC repair and installation services of the job size and job type intended for this Agreement.

Written approval from a County Contract Manager is required prior to the use of specialty or rented equipment. All rental equipment to perform the service shall be at the Contractor's cost, no markup will be allowed.

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

1.02 COUNTY CONTRACT MANAGER

Manatee County shall designate a County Contract Manager (CCM) with respect to services to be performed by the Contractor pursuant to the Agreement. Within the term of the Agreement, the CCM shall have the authority to transmit instructions, receive information, interpret, and define the policy of the County and make decisions pertinent to the services. The CCM shall have authorization, to designate other County employees to serve in the absence of the CCM.

The CCM shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of the maintenance. The CCM shall consider the findings and recommendations of the Contractor and respond in a timely manner so as not to delay the services.

1.03 GENERAL SERVICE REQUIREMENTS

Contractor shall conform to all County sites rules and regulations. These rules include, but are not limited to:

A. Report to the CCM or designated contact person upon arrival and departure of service site.
B. Reframe from walking beyond the designated limits of service area.
C. Keeping public areas free of waste materials.
D. Maintain proper respectful demeanor around all County employees as well as the general public by maintaining proper clothing standards, language, and attitude.
E. Removing all rubbish from site daily before leaving the premises.
F. Adhering to all County and State safety codes.
G. All service personnel shall be in uniformed (or with visible personal identification) and be fully trained and skilled in all maintenance and repairs as listed herein.
H. All services performed on site shall be done by the Contractor's employees, unless properly approved by the CCM.
I. No smoking in Public Facilities.
J. Adhere to security protocols at all County locations.
K. Manatee County Sheriff's Office (MSO) security-controlled locations may require background checks prior to performing any services. The locations are, but not limited to: DeSoto Center, Judicial Center and MSO Detention Center.

1.04 SERVICE REQUIREMENTS

Contractor shall include but not be limited to:
A. Report any service-related deficiencies immediately in writing on a service report with recommendations for rectifying such deficiencies.
B. Notify the County when finished so that repairs or service can be tested or inspected for proper operation, professional installation, and finished service.
C. Provide written service reports detailing all repairs or service done at the site, at the completion of the service. The service reports shall include:
i. Arrival and departure times of every person on the job.
ii. Date service is performed.
iii. Location of service.
iv. Type of service performed.
D. Provide a listing of all parts and materials approved and used (parts and materials, if not provided by the County, shall be priced at the percentage markup over cost on pricing form).
E. Obtain a signature of the CCM or site contact person.

F. Leave a hard copy of the service report with the CCM or designated County employee prior to leaving the site. The service report must be signed by the County CCM or designated County employee.

1.05 CODE COMPLIANCE AND PERMITTING RESPONSIBILITIES

All services must be completed per the latest edition of the building code applicable for the project as well as any state and local laws, ordinances, rules, and regulations.
The Contractor shall obtain any and all necessary permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the service as specified herein and be invoiced as a direct reimbursable. Contractor must provide proof of permit cost with invoice.

For any work where a permit is required, the Contractor shall furnish a copy of the approved City or County permit to the CCM before starting the work.
All firewall or floor penetrations shall maintain their respective smoke and/or fire rating.

1.06 REPAIR PROCEDURES
Contractor shall provide repair services:
A. Provide quick and accurate repairs. Timely responsiveness is critical for these services.
B. CCM will notify the Contractor by phone or email when repair services are needed.
C. Respond to the site location within four (4) hours of request. The four (4) hour time schedule may be waived by the CCM during the initial conversation.
D. Diagnose the problem, stabilize the system, and make any and all repairs, as needed.
E. Normal Business Hours – Services performed during normal business County hours are Monday through Friday 7:00 A.M. to 5:00 P.M., excluding holidays. Failure to respond within this time frame may be cause for the County to use an alternate Contractor.
F. Overtime/After Normal Business Hours – Contractor is to be on site and commencing services within four (4) hours of the initial call being placed by CCM during hours outside of normal business hours to include County or national holidays. Failure to respond within this time frame may be cause for the County to use an alternate Contractor.

1.07 EXECUTION OF SERVICE OUTSIDE OF REPAIR
Upon notification of a need for services that will require an estimate (usually the replacement of an existing system or the installation of a new system) the Contractor shall acknowledge the request and shall be expected to prepare an estimate (broken down between labor and materials) for presentation to the County. Once the estimate is accepted by the County, the Contractor will be issued a Release Order specific to that project and shall begin service within 24 hours from time of notification unless otherwise agreed to with the County. Final billing for estimated work will be time and material per Attachment H, Pricing Form. Routine repair situations will generally not require an estimate and response times shall be within four (4) hours to the jobsite or mutually agreeable time.

1.08 EMERGENCY SERVICES
If an emergency occurs, the Contractor shall have two (2) hours after initial contact by the County, to coordinate the emergency repair regardless of the time of day or day of the week.
Contractor shall provide the County with an emergency phone contact which may be reached 24 hours per day, seven (7) days per week.

1.09 LIQUIDATED DAMAGES
Should Contractor fail to perform services as specified in the Agreement, damage by lack of performance will affect the County and liquidated damages will be incurred.
A. If Contractors qualified personnel do not report to the County and perform services as specified in the agreement, liquidated damage charges with be incurred in the amount of $100 per day. Contractor will be notified of the assessment of liquidated damages via email within

twenty-four (24) hours for failure to report for services within time specified. Liquidated damage amounts will be deducted from payments due the Contractor.

1.10 INVOICES AND PAYMENTS

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

A. Blanket purchase order number and release order number.

B. Hours on site.

C. Parts cost: Parts and materials will be reimbursed at the percentage mark-up over cost as per pricing form. A copy of the Contractor's material invoices, or other supporting documents as approved by the County, must be submitted with the invoice for verification purposes.

D. If rental tools or equipment are required, these items shall not be allowed a percent markup but shall be itemized to the County separately at the Contractor's cost. A copy of the rental cost invoice will be required with the invoice for verification purposes.

E. Invoices must be itemized.

F. Do not charge for "Miscellaneous" supplies or parts.

G. Do not charge for travel time, only time on-site will be allowed. Therefore, it is critical to "report in" with the CCM or designated County employee for time keeping purposes.

H. Do not charge a mark-up on sales tax, freight or shipping, these charges should be at Contractor cost.

I. Send invoices via mail or email to both:

i. To CCM

ii. Manatee County Clerk of the Circuit Court
PO Box 1000
Bradenton, FL 34206-1000
Or email invoice to: Invoice@manateeclerk.com

1.11 ACCESSIBILITY

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

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

END EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

[Remainder of page intentionally left blank]

EXHIBIT B FEE RATE SCHEDULE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REPAIR AND INSTALLATION SERVICES AGREEMENT NO. 24-R085658TC				
Item #	**Description**	**Estimated Annual Quantity**	**Unit of Measure**	**Unit Rate**
1	Normal business hours labor rate per person. "as needed" **(Monday-Friday, 7:00AM - 5:00PM, excluding County Holidays)** **(Some emergencies might fall under normal business hours)** **(On site time only, travel charges will NOT be accepted)** **(4 hour response time for repairs)**	1000	PER HOUR	$89.00
2	Overtime working hours labor rate per person. "as needed" **(Hours other than Monday-Friday, 7:00AM - 5:00PM)** **(On site time only, travel charges will NOT be accepted)** **(4 hour response time for repairs)**	50	PER HOUR	$115.00
3	Contractor percent markup over cost for parts and materials **(Percent not to exceed 35%)** **(Original parts and materials invoice must be provided with invoice for verification and payment)**	15% Markup		
NOTE:	Material costs for parts, equipment, consumables and shop supplies (all itemized parts in excess of $25.00 must have OEM, supply house or published price list supporting documentation provided with invoices for payment).			

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Marion

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Thomas Sherman Jr, as [INSERT TITLE] Vice President of [INSERT CONTRACTOR NAME] Sherman Mechanical Contractors (hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

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

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

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

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 24-R085658TC for HVAC Repair and Installation Services

DATED this 15 day of January, 20 25.

Thomas Sherman Jr (Jan 15, 2025 08:14 EST)

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 15 day of January, 20 25, by [NAME] Thomas Sherman Jr, as [TITLE] Vice President of [CONTRACTOR] Sherman Mechanical Contractors. He / She is personally ~~known to me~~ or has produced _____ [~~TYPE OF IDENTIFICATION~~] as identification.

Notary Signature
Commission No. HH 89393

TAMMY L. SLAUGHTER
Notary Public - State of Florida
Commission # HH 89393
My Comm. Expires Feb 4, 2025
Bonded through National Notary Assn.

Please return this completed and signed exhibit with your agreement.

EXHIBIT D, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Thomas Sherman Jr, who was sworn and says that the following information is true and correct:

1. My name is Thomas Sherman Jr of Sherman Mechanical Contractors. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Thomas Sherman Jr (Jan 15, 2025 08:14 EST)

Signature

STATE OF Florida
COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this 15 day of January, 2025, by Thomas Sherman Jr, who

☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

My Commission Expires: 2.4.25

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Please return this completed and signed exhibit with your agreement

TAMMY L. SLAUGHTER
Notary Public - State of Florida
Commission # HH 89393
My Comm. Expires Feb 4, 2025
Bonded through National Notary Assn.

EXHIBIT E, INSURANCE REQUIREMENTS

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

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

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

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

This policy shall contain severability of interests' provisions.

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

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

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

This policy shall contain severability of interests' provisions.

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

Coverage limits of not less than:

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

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

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

Coverage limits of not less than:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- $1,000,000 Each Occurrence and Aggregate

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

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

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

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

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

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

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

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

☐ **Other [Specify]**

REQUIRED BONDS

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

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

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

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

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

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

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. BONDING REQUIREMENTS

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

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

Date: 01/15/2025

Contractor's Name: Sherman Mechanical Contractors

Authorized Signature: Thomas Sherman Jr (Jan 15, 2025 08:14 EST)

Printed Name/Title: Thomas Sherman Jr

Insurance Agency: Hatcher Insurance

Agent Name: Laurie Murphy Figueroa

Agent Phone: 407-841-2686

Please return this completed and signed statement with your agreement.

EXHIBIT A

BID TABULATION IFB 24-R085658TC HEATING, VENTILATION, AIR CONDITIONING (HVAC), REPAIR AND INSTALLATION SERVICES													
Air Mechanical & Service Corp.		**Bradenton Building SRV, LLC**		**Kenyon & Partners, LLC**		**McCloskey Mechanical Contractors, Inc.**		**Page Mechanical Group, LLC**		**Sherman Mechanical Contractors**		**USA-HVAC Pro, Inc.**	
$88.00	$88,000.00	$145.00	$145,000.00	$125.00	$125,000.00	$95.00	$95,000.00	$130.00	$130,000.00	$89.00	$89,000.00	$150.00	$150,000.00
$132.00	$6,600.00	$217.50	$10,875.00	$165.00	$8,250.00	$140.00	$7,000.00	$195.00	$9,750.00	$115.00	$5,750.00	$225.00	$11,250.00
$94,600.00		**$155,875.00**		**$133,250.00**		**$102,000.00**		**$139,750.00**		**$94,750.00**		**$161,250.00**	
Air Mechanical & Service Corp.		**Bradenton Building SRV, LLC**		**Kenyon & Partners, LLC**		**McCloskey Mechanical Contractors, Inc.**		**Page Mechanical Group, LLC**		**Sherman Mechanical Contractors**		**USA-HVAC Pro, Inc.**	
25%		**30%**		**35%**		**15%**		**25%**		**15%**		**20%**	

APPROVED in Open Session
2/18/25
Manatee County Board of County Commissioners

EXHIBIT A

February 18, 2025 - Regular Meeting

Subject
Execution of Agreement No. 24-R085658TC for Heating, Ventilation, and Air Conditioning (HVAC) Repair and Installation Services

Category
CONSENT AGENDA

Briefings
None

Contact and/or Presenter Information
Presenter: Brandon Bennett - Energy & Building Management Division Manager, Property Management, Ext. 5843

Contact: Thomas Couchois Jr – Procurement Agent II, Financial Management Department, Procurement Division, Ext. 3043

Action Requested
Authorization for the Purchasing Official, or designee, to execute Agreement No. 24-R085658TC for Heating, Ventilation, and Air Conditioning (HVAC) Repair and Installation Services to Air Mechanical & Service Corp., Sherman Mechanical Contractors, LLC, McCloskey Mechanical Contractors, Inc., and Kenyon & Partners, LLC.

Enabling/Regulating Authority
Manatee County Code of Laws

Applicable Advisory Board
N/A

Background Discussion
On October 29, 2024, the County advertised Invitation for Bid (IFB) No. 24-R085658TC Heating, Ventilation, and Air Conditioning (HVAC) Repair and Installation Services. The objective of IFB No. 24-R085658TC is to provide HVAC services on an as-needed basis for various locations throughout the County.

The County received seven (7) responsive and responsible bids from the following firms:
1.Air Mechanical & Service Corp.
2. Sherman Mechanical Contractors, LLC
3. McCloskey Mechanical Contractors, Inc.
4. Kenyon & Partners, LLC

5. Page Mechanical Group, LLC
6. Bradenton Building SRV, LLC
7. USA-HVAC Pro, Inc.

In response to IFB No. 24-R085658TC the four (4) lowest bidders were recommended for award: Air Mechanical & Service Corp., Sherman Mechanical Contractors, LLC, McCloskey Mechanical Contractors, Inc., and Kenyon & Partners, LLC per the attached bid tabulation.

The Agreements are structured as Blanket Term Agreements by which Release Orders will be issued on an as-needed basis. The Release Orders are based on units of service per County location and the fee rate schedule as outlined in Agreement No. 24-R085658TC. The Release Orders for the services are directly associated with the requesting department's Board of County Commissioners (BCC)-approved departmental budget.

The Property Management Department estimates the annual expenditure for these services to be approximately $94,600.00; however, funding for the Agreements shall be in accordance with the BCC-approved departmental budget. By directly associating the funding to the BCC-approved departmental budget, the Property Management Department will realize greater efficiencies and have the autonomy to use Agreement No. 24-R085658TC in order to expeditiously facilitate the necessary services. Any deviation in funding will require a Budget Amendment be brought before the BCC for approval prior to processing the requested Release Order.

Attorney Review
Not Reviewed (Utilizes exact document or procedure approved within the last 36 months)

Instructions to Board Records
Copies to: emailed on: 2/19/25

Property Management Department: Brandon Bennett (brandon.bennett@mymanatee.org)

Procurement Division: Thomas Couchois (Thomas.couchois@mymanatee.org) / (approvedeagendas@mymanatee.org)

Cost and Funds Source Account Number and Name
Various Accounts Depending on Requesting Department

Amount and Frequency of Recurring Costs
N/A

AGENDA ITEM NO. 7.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Concrete Repair and Replacement Services with Gilliam Construction, LLC

SUGGESTED ACTION: Approve the contract for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Gilliam Construction, LLC enter into a contract in response to RFP-25-026MK, whereby Contractor is to provide the City with concrete repair and replacement services.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget, 00154110 553000 Road Materials.

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

SUGGESTED MOTION:
Motion to approve the Term Contract for Concrete Repair and Replacement Services with Gilliam Construction, LLC.

ATTACHMENTS:
Term Contract for Concrete Repair and Replacement Services with Gilliam Construction, LLC

TERM CONTRACT FOR
CONCRETE REPAIR AND REPLACEMENT SERVICES

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the City of Bradenton, a political subdivision of the State of Florida (the "City"), and Gilliam Construction, LLC. (the "Contractor"). a Florida limited liability corporation.

This Term Contract, including its Exhibits (A, and B), attached hereto, Solicitation #25-026MK and City Purchase Orders, all incorporated herein, represent the entire contract between the Consultant and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Term Contract.

Terms and Conditions

WITNESSETH

WHEREAS, the City required the services of a contractor to provide concrete repair and replacement services; and

WHEREAS, the City issued Invitation for Bids (IFB) #25-026MK on July 7, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary concrete repair and replacement services; and

WHEREAS, the City approved a Notice of Recommended Award on August 27, 2025; and

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing, and able to provide and perform all such services in accordance with its terms and conditions.

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

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services, and labor for concrete repair and replacement services in accordance with the Scope of Services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for an initial period one (1) year. This Contract may be renewed for up to four (4) additional one-year periods by written agreement of both parties.

COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total Contract amount not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00) for the initial term.

B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect not to issue any purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

III. METHOD OF PAYMENT

A. The City shall pay the Contractor in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the services pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

C. The Contractor's invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

IV. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City.

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Contract.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

V. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

B. This section shall survive the termination or expiration of this Contract.

TERM CONTRACT FOR
CONCRETE REPAIR AND REPLACEMENT SERVICES

VI. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in the Solicitation.

VII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein.

E. Pursuant to §287.133(2)(a), F.S., 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 pubic 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 Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

G. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. Section §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that

are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List or the Securitized Companies with Activities in the Iran Petroleum Energy Section List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operation in Cub or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fee, and/or costs. In accordance with §287.135, F.S, The City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of the operations in Cuba or Syria.

I. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

J. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

K. The Contractor understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Contractor warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Contractor activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Contract (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

VIII. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the Contract Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

IX. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection; and
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

X. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated in paragraph XI.D. above. Contractor shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for

the benefit of creditors.

H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any obligation under this Contract.

XI. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.

F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Contractor shall be required to continue its service and all other obligations under this Contract during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XII. STOP WORK ORDER

The City's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any party of the work called for by the Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Administrative Agent shall take one of the following actions:

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIII. PUBLIC RECORDS

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

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: Cityclerk@Cityofbradenton.com

XIV. MISCELLANEOUS

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

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

E. The Contractor shall not assign or transfer any rights, interests, or obligations under this Contract (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

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

TERM CONTRACT FOR
CONCRETE REPAIR AND REPLACEMENT SERVICES

G. The failure of any party hereto to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

H. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be unaffected thereby and shall remain valid and enforceable as to each party.

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

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

K. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies available at law or in equity.

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

M. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Contractor's Representative:		City's Administrative Agent:	
Name:	LaTora Gilliam Mullinex	Name:	Sean Horan
Title:	Managing member	Title:	Superintendent Streets and Drainage Division
Address:	2315 17th Street E. Palmetto, FL 34221	Address:	888 13th Ave E, Bradenton, FL 34205
Telephone:	(941) 723-1000	Telephone:	941-462-1993
E-Mail:	gcgilliamconstruction@yahoo.com	E-Mail:	Sean.horan@bradentonfl.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205

srudacille@blalockwalters.com

P. Any change in the City's Administrative Agent or the Contractor's Representative will be promptly communicated in writing by the party making the change.

Q. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

R. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by this reference.

S. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Contract
2. Solicitation
3. City's Purchase Order

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

Gilliam Construction, LLC.

By: _____

Print Name: LaTora Gilliam Mullinex

(Title of Authorized Representative)

Date: 09/16/2025

Title: Managing Member

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

1. Overview

A. Purpose - It is the intent of City of Bradenton (The City) to secure the services of a Contractor to repair and/or replace existing concrete curb, sidewalks, driveways, slope pads, and concrete pads along selected roads or City property, within City of Bradenton on an as needed basis. The contractor shall furnish all materials, equipment, labor and operations necessary to complete the work.

B. The cost for removal of all items shall be inclusive of equipment, labor, transportation, delivery, construction equipment, machinery, tools, and incidentals necessary for completion of the work.

C. Subcontracting, Subletting and/or Assignment - The Contractor shall not subcontract, sublet or otherwise assign more than forty-nine percent (49%) of the Contract value.

2. Method of Measurement

The pay quantity shall be on the basis of the square footage/linear footage and square yard completed and accepted by The City.

3. Contractor Responsibilities

A. General Conditions - All concrete work performed within the City ROW shall be performed in accordance with Florida Department of Transportaion (FDOT) Standard Specifications for Road and Bridge Construction 2023-24 Edition, FDOT Design Standards Index Book FY 2023-24 as well as all applicable Americans with Disabilities Act (ADA) Accessibility Standards.

i. CONCRETE SIDEWALKS – Shall be constructed per FDOT. Specifications except for curb cut ramp runs amendments to design per City of Bradenton Public Works and Utilities Infrastructure Specifications as well as all applicable ADA Accessibility Standards.

ii. CONCRETE DRIVEWAYS – Shall be constructed per FDOT, ADA and City of Bradenton Public Works and Utilities Infrastructure Specifications.

iii. GALVANIZED METAL PIPE GRATE - Shall be constructed of ASTM Grade B and installed per FDOT Specifications.

iv. FREE STANDING CONCRETE SLABS – Shall be constructed per the Florida Building Code (adopted By City of Bradenton).

v. ADA handrail 2- and 3-rail, detectable warning curb ramps, concrete slope pads, FDOT. pedestrian/bicycle handrail rail, curb & curb and gutter, concrete traffic separators, and gravity walls shall be constructed per FDOT and ADA specifications.

vi. CONCRETE PUMP - The need for use of a concrete pump must be approved by the City in advance for each location being requested. The payment for such use will be for each occurrence.

vii. CONCRETE BUGGY - The need for use of a concrete buggy must be approved by the City in advance for each location being requested. The payment for such use will be for each occurrence.

viii. WATER METER BOXES – The Contractor will be responsible for repairing / replacing concrete that may be near a water meter box. However, the Contractor is not responsible for replacing the water meter box itself. The Contractor shall notify City of Bradenton Utilities for a replacement box should one incur damages and shall be responsible for any associated cost.

ix. EXPANSION JOINTS – The Contractor shall provide expansion joints between the sidewalk, and the driveway, curb, or any fixed objects, in accordance with FDOT Specifications. Expansion joint sealer (If required) shall be Sikaflex-1CSL as manufactured by Silka or equivalent. Expansion joint sealer shall not be placed in depths greater than ¾" at any one time. If the joint requires greater than ¾" of joint sealer, the Contractor shall place the material in two placements, only after the first placement has cured.

x. Sidewalks and Driveways shall be saw cut and removed at the locations designated by the City. Sidewalks and driveways shall be reconstructed to match their original dimensions or as otherwise designated by the City. All concrete work will be required to be level and have the appropriate finish as designated by the City. This work will include the disposal of all debris generated by the construction. After concrete placement, joints shall be saw cut within 24 hours.

xi. The Contractor shall be required to schedule sidewalk construction to minimize the impacts on residences, including maintaining access to residences.

xii. Concrete materials shall meet the standards of Class I concrete, having a minimum compressive strength of 3,000 psi after 28 days.

xiii. Warranty - The Contractor will be responsible for the warranty of all work, material, and workmanship for a period of one (1) year after acceptance of each job by the City.

xiv. SOD – Any areas disturbed as a result from the work shall be re-graded and sodded with the type of sod as existed prior to construction. The cost to re-grade and replace sod shall be included in the cost for Sidewalk Construction.

xv. RESTORATION- Restoration of the construction site to include but not limited to sod, asphalt, fill dirt. That is in direct relation to the construction site, or any adjacent areas being utilized during the construction will be the responsibility of the Contractor. No invoices will be paid without acceptance of the City to said repairs. All cost for restoration will be the Contractors responsibility.

xvi. JOB NOTIFICATION - The Contractor will be notified by the City that a driveway or sidewalk has to be repaired/replaced by work order/PO/work assignment. Due to the safety hazard and inconvenience to the public the job must be completed within ten (10) business days after notification. If the Contractor anticipates that completion will be longer than ten (10) business days, they shall notify the Department with an estimated time for completion so the area can be made safe for the public in the interim.

B. Mobilization and Demobilization

i. For performing the work specified in this Contract, the Contractor may use any machine, combination of machines, or equipment in good, safe working condition and that will produce results meeting the requirements as stated herein. The Contractor shall also conform to FDOT Specifications.

ii. The Contractor shall be responsible for mobilizing all necessary personnel, equipment, and materials to the work site.

iii. Mobilization includes all preparatory work such as securing necessary bonds and insurance, setting up traffic control, and ensuring the readiness of equipment.

iv. Upon completion of the project, demobilization will include the removal of equipment, completing punch list items, and cleaning the work site to restore it to its original or better condition.

v. There will be no direct payment for Mobilization/Demobilization. The cost for Mobilization/Demobilization shall be incidental to the project or included in the bid price for the various bid items.

C. Traffic Safety

i. The Contractor agrees not to restrict traffic on any right-of-way any more than is necessary to properly perform this work and not to restrict traffic on more than one half of any roadway without prior approval of the City.

ii. When restricting traffic in any manner, the Contractor shall furnish and place all traffic control and safety devices necessary, such as warning signs, barricades,

detour signs and any other safety devices as may be required for safe operation. Maintenance of Traffic (MOT) shall be in accordance with FDOT Design Standards.

iii. The Contractor shall be responsible for traffic control, the restoration of existing street signs, traffic control signs, and other appurtenances and/or objects disturbed during the work.

iv. All Maintenance of Traffic work shall conform to the provisions of the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications, and the City of Bradenton MOT Policy.

D. Cooperation With Utilities

i. The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work.

ii. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor.

iii. Protection of utilities shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

iv. The Contractor is to include within his/her line item prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this proposed project.

v. The Contractor shall follow the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

E. Temporary Erosion Control

i. The work in this section consists of the material, labor and placement of erosion control related items including, but not limited to, synthetic bales or barriers, silt screen, floating turbidity barriers, staked turbidity barriers, screens, dewatering and settling basins in accordance with FDOT Specifications, except as modified by the plans and herein.

ii. The work specified shall consist of furnishing all materials, equipment, labor and operations to complete temporary erosion control during the course of the project.

F. Damages

i. Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense.

ii. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.

iii. Protection of personal property, utilities, structures, mailboxes, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

iv. Mailboxes shall be kept in service and shall be restored to their proper location upon the completion of the work.

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
Concrete Quantity of 0 to 15 SF			
1	Sidewalks 4" Thick	SF	$16.00
2	Sidewalks 6" Thick	SF	$19.00
3	Sidewalks 8" Thick	SF	$32.00
4	Driveways	SF	$19.00
Concrete Quantity of 15 to 50 SF			
5	Sidewalks 4" Thick	SF	$16.00
6	Sidewalks 6" Thick	SF	$19.00
7	Sidewalks 8" Thick	SF	$32.00
8	Driveways	SF	$19.00
Concrete Quantity of 50 to 100 SF			
9	Sidewalks 4" Thick	SF	$16.00
10	Sidewalks 6" Thick	SF	$19.00
11	Sidewalks 8" Thick	SF	$32.00
12	Driveways	SF	$19.00
Concrete Quantity of 100 to 200 SF			
13	Sidewalks 4" Thick	SF	$16.00
14	Sidewalks 6" Thick	SF	$19.00
15	Sidewalks 8" Thick	SF	$32.00
16	Driveways	SF	$19.00
Concrete Quantity of 200 to 300 SF			
17	Sidewalks 4" Thick	SF	$16.00
18	Sidewalks 6" Thick	SF	$19.00
19	Sidewalks 8" Thick	SF	$32.00
20	Driveways	SF	$19.00
Concrete Quantity of 300 to 400 SF			

21	Sidewalks 4" Thick	SF	$16.00
22	Sidewalks 6" Thick	SF	$19.00
23	Sidewalks 8" Thick	SF	$32.00
24	Driveways	SF	$19.00
Concrete Quantity of 400 to 500 SF			
25	Sidewalks 4" Thick	SF	$16.00
26	Sidewalks 6" Thick	SF	$19.00
27	Sidewalks 8" Thick	SF	$32.00
28	Driveways	SF	$19.00
REPAIR/REPLACE CONCRETE FLATWORK			
ADA Handrail Installed (FDOT Index 870)			
29	2-Rail Type	LF	$48.00
30	3-Rail Type	LF	$43.00
31	F.D.O.T. Pedestrian/Bycicle Rail Type	LF	$225.00
32	Detectable Warning and Curb Ramp	SF	$350.00
33	Concrete Slope Pads	SF	$35.00
34	2 Inch Galvanized Pipe Grate for Slope Pads	LF	$500.00
35	3 Inch Galvanized Pipe Grate for Slope Pads	LF	$600.00
36	Concrete Slabs	SF	$25.00
Curb & Curb and Gutter			
37	TYPE A CURB	LF	$76.00
38	TYPE B CURB	LF	$65.00
39	TYPE D CURB	LF	$65.00
40	TYPE E CURB	LF	$50.00
41	TYPE F CURB	LF	$55.00
42	TYPE SHOULDER GUTTER	LF	$95.00
Concrete Traffic Separators (FDOT Index 302)			

43	Width 4' - 0"	LF	$150.00
44	Width 6' - 0"	LF	$165.00
45	Width 8' - 6"	LF	$185.00
46	Concrete Traffic Separators with widths other than 4'-0", 6-0", and 8'-6"	SY	$200.00
47	Concrete Gravity Walls	CY	$2,500.00
48	Concrete Pump	EACH	$500.00
49	Concrete Buggy	EACH	$500.00

AGENDA ITEM NO. 7.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Third Amendment to the Contract with Realize Bradenton, Inc. for Event Coordination and Engagement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Consultant entered into a Contract on October 1, 2023, whereby Consultant was to coordinate various events for the City of Bradenton throughout the year. The Parties executed Amendment No. 1 on September 25, 2024, and Amendment No. 2 on October 23, 2024, both renewing the contract for an addition year. Now, therefore, the Parties desire to use the third of four one-year renewals and renew the contract for a period of one (1) year, through September 30, 2026.

FINANCIAL IMPACT:
The $200,000 for this contract is part of the Legislative budget for FY 2025-26.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Third Amendment to the Contract with Realize Bradenton, Inc.

ATTACHMENTS:

Third Amendment to the Contract with Realize Bradenton, Inc.

Third Amendment to the Contract between The City of Bradenton and Realize Bradenton, Inc. for Event Coordination and Engagement

This Third Amendment is made and entered into upon execution by both parties by and between the **City of Bradenton**, a Florida municipality, hereinafter referred to as the "City" and **Realize Bradenton, Inc.**, a Florida not-for-profit corporation, hereinafter referred to as "**RB**."

WITNESSETH:

WHEREAS, the City and RB entered into an agreement on October 1, 2023 to coordinate various events throughout the year to bring people together to create a more vibrant, attractive, and prosperous Bradenton are residents, visitors and businesses (the "Agreement"); and

WHEREAS, the City and Consultant executed Amendment No. 1 to the Agreement on September 25, 2024 and Amendment No. 2 on October 23, 2024; and

WHEREAS, the parties now wish to further amend the Agreement;

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

1. The above recitals are true and correct and incorporated herein by reference.

2. The term of the Agreement is hereby renewed for a period of one (1) year, effective October 1, 2025 through September 30, 2026.

3. For services provided pursuant to the Amendment, the City shall pay RB in accordance with the terms and conditions of the Agreement an amount not to exceed Two Hundred Thousand Dollars and Zero Cents ($200,000.00) for the renewal term.

4. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

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

Realize Bradenton, Inc.

By: _____

Print Name: Karen Corbin

Title: Executive Director

Date: 9/4/25

4868032v1

CITY OF BRADENTON

By: _____
Gene Brown
Mayor
Date: _____

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
No action needed.

ATTACHMENTS:

AGENDA ITEM NO. 9.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Ironwood Water Main Assessment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Ironwood has requested the City to take over ownership of their water distribution system. To do that, the system needs to be upgraded to the City's technical standards. In order to cover the cost of the upgrades, a special assessment will be administered. Staff is requesting Council to approve either a 20-year assessment or a 15-year assessment.

Furthermore, staff is requesting Council to establish a property owner approval percentage threshold. Ironwood's Master Association will be responsible for communicating, collecting, and providing documentation to the City that proves they have met the requirements. Ironwood must create a property participation form and submit it to the City Attorney for approval no later than October 31, 2025.

FINANCIAL IMPACT:

$3,500,000 from the City with either a 20-year or 15-year payback period.

ATTORNEY REVIEW/RECOMMENDATION:
Approval

SUGGESTED MOTION:
TBD

ATTACHMENTS:
Example Amortization Schedules and Assessments

Ironwood Assessment Area
Example Amortization Schedules and Assessments[1]
August 29, 2025

First Revenue Collection Date	11/1/2026
Closing Date	2/1/2026
First Principal Payment	2/1/2027

20 Year Assessments

Interest Rate	6.50%
Number of Years	20.0
Project Size	$ 3,500,000
Capitalized Interest	120,930
Estimated Costs of Issuance	100,000
Borrowing Amount	$ 3,720,930
Annual Payment	$ 337,698

15 Year Assessments

Interest Rate	6.25%
Number of Years	15.0
Project Size	$ 3,500,000
Capitalized Interest	116,129
Estimated Costs of Issuance	100,000
Borrowing Amount	$ 3,716,129
Annual Payment	$ 388,897

Annual Revenues and Debt Service

Date	Principal Payment	Interest Payment	Total
2/1/2027	$ 95,838	$ 241,860	$ 337,698
2/1/2028	102,067	235,631	337,698
2/1/2029	108,702	228,997	337,698
2/1/2030	115,767	221,931	337,698
2/1/2031	123,292	214,406	337,698
2/1/2032	131,306	206,392	337,698
2/1/2033	139,841	197,857	337,698
2/1/2034	148,931	188,768	337,698
2/1/2035	158,611	179,087	337,698
2/1/2036	168,921	168,777	337,698
2/1/2037	179,901	157,798	337,698
2/1/2038	191,594	146,104	337,698
2/1/2039	204,048	133,650	337,698
2/1/2040	217,311	120,387	337,698
2/1/2041	231,436	106,262	337,698
2/1/2042	246,479	91,219	337,698
2/1/2043	262,501	75,198	337,698
2/1/2044	279,563	58,135	337,698
2/1/2045	297,735	39,963	337,698
2/1/2046	317,088	20,611	337,698
	$ 3,720,930	$ 3,033,034	$ 6,753,964

Annual Revenues and Debt Service

Date	Principal Payment	Interest Payment	Total
2/1/2027	$ 156,639	$ 232,258	$ 388,897
2/1/2028	166,429	222,468	388,897
2/1/2029	176,831	212,066	388,897
2/1/2030	187,883	201,014	388,897
2/1/2031	199,626	189,272	388,897
2/1/2032	212,102	176,795	388,897
2/1/2033	225,359	163,539	388,897
2/1/2034	239,444	149,454	388,897
2/1/2035	254,409	134,488	388,897
2/1/2036	270,310	118,588	388,897
2/1/2037	287,204	101,694	388,897
2/1/2038	305,154	83,743	388,897
2/1/2039	324,226	64,671	388,897
2/1/2040	344,490	44,407	388,897
2/1/2041	366,021	22,876	388,897
	$ 3,716,129	$ 2,117,333	$ 5,833,462

Number of Units	647	647
Number of ERUs[2]	0	0
Total Units	647	647

Example Principal per Unit Including Estimated Financing Costs	**$ 5,751.05**	**$ 5,743.63**
Example Annual Assessment Per Unit (net)	$ 521.94	$ 601.08
Example Annual Assessment Per Unit (gross)[3]	**$ 561.23**	**$ 646.32**

(1) All amounts preliminary and for illustrative purposes only. Actual amounts will depend on market conditions at time of pricing, security pledged for the loan, construction cost, and actual gross up amount for fees and early payment discount.

(2) ERU = equivalent residential unit for shared common area space benefitting from improvement (assumes 1,000 sqft = 1 ERU).

(3) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

AGENDA ITEM NO. 9.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 24, 2025

SUBMITTED BY: Irvin Lee, Public Works & Utilities

ITEM TYPE: Contract

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

SUBJECT: Master Service Agreement with Samsara

SUGGESTED ACTION: Staff recommends approving the transition of the City's current GPS tracking service from Verizon to Samsara, a more robust and user-friendly fleet management system. This action supports our continued commitment to operational efficiency, transparency, and data-driven service delivery. The first-year cost is $44,752.50, with an annual recurring cost of $42,588.00. The system will be procured through a five-year contract not to exceed $250,000, using Sourcewell Contract No. 020221-SAM. This would be an approximate price increase of $4,800 for the year for Public Works and Utilities.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Public Works and Utilities currently utilizes Verizon's GPS system for tracking municipal fleet operations. After evaluating service performance and exploring modern alternatives, staff has identified Samsara as a more effective platform that offers:

- **Real-time tracking** and enhanced route visibility through an intuitive

interface

- **Advanced reporting tools** to support compliance, fuel efficiency, utilization, and performance analytics
- **Improved safety features**, including driver behavior monitoring and preventive maintenance alerts
- **Scalability** for future integration across other departments

FINANCIAL IMPACT:
The necessary funds for this purchase have been allocated throughout all seventeen (17) divisions of Public Works and Utilities.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the documents.

SUGGESTED MOTION:
Motion to approve the transition from Verizon to Samsara GPS for fleet tracking and authorize the Mayor to execute the Master Agreement with Samsara.

ATTACHMENTS:
Samsara Master Agreement
Terms of Service
Quote from Samsara



This Master License and Services Agreement is entered into as of September 24, 2025 ("**Effective Date**"), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 ("**Samsara**") and the City of Bradenton, a municipality of the State of Florida, and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 101 Old Main Street, Bradenton, Florida 34205("**Customer**" and, collectively with Samsara, the "**Parties**"). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this "**Agreement**"), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

[*Terms Begin on Next Page*]

1. Certain Definitions. The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 "**Account**" means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 "**Affiliates**" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 "**Apps**" means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 "**Authorized User**" means Customer's employees, Affiliates, and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.

1.5 "**Customer Data**" means Customer-specific data captured by any installed Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer's behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 "**Documentation**" means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 "**Equipment**" means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 "**Firmware**" means software embedded in or otherwise running on the Samsara Hardware.

1.9 "**Hardware**" means the hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides.

1.10 "**Hardware Warranty and RMA Policy**" means the Hardware Warranty and RMA Policy attached as Exhibit "A".

1.11 "**Hosted Software**" means Samsara's cloud-hosted software platform, including the interface accessed online.

1.12 "**Hosted Software SLA**" means the Hosted Software Service Level Agreement attached as Exhibit "B".

1.13 "**License Expiration Date**" means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of Products or under which Products were originally made available to Customer ("**Initial Term**"), and (ii) the end of the then-active Renewal Term; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.14 **"License Start Date"** means (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to Customer under the applicable Order Form, such Samsara Software license is activated on the day the Samsara Hardware ships); or (ii) notwithstanding the foregoing, if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term. For Purchase Orders issued by a Samsara reseller, the definition of License Start Date in this Section supersedes anything to the contrary in the reseller agreement between such reseller and Samsara and the applicable Purchase Order.

1.15 "**Malicious Code**" means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.16 "**Non-Samsara Products**" means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates, integrates, and/or exchanges data with the Products.

1.17 "**Order Form**" means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.18 "**Pre-Launch Offerings**" means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the alpha, beta, experimental, research, in development, prototyping, and/or testing phase.

1.19 "**Products**" means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.20 "**Professional Services**" means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.21 **"Purchase Order"** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.22 **"Quote"** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.23 **"Refund"** means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to the terms of this Agreement equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.24 "**Renewal Term**" means any renewal license term of the applicable Products after the Initial Term. If Customer's license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

1.25 "**Samsara Software**" means the Apps, Firmware, and Hosted Software, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides, Support Services, and Service Usage Data.

1.26 "**Samsara Software Systems**" means the Samsara Software and any networks, systems, products, hardware, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.27 "**Services**" means the Samsara Software and Professional Services.

1.28 "**Service Usage Data**" means any data that is derived from the use of the Products except that to the extent such data could directly or indirectly identify a natural person it shall be anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify such natural person.

1.29 "**Support Services**" means the customer support services provided pursuant to this Agreement, and Documentation, but excluding any Professional Services.

2. Agreement to Terms. By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara's direct competitor, as determined in Samsara's sole discretion, except with prior written consent.

3. Changes to Terms. Samsara may modify the terms of this Agreement at any time, in its sole discretion, upon advance written notice to the Customer. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. License. Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services specified in Exhibit A and the Hosted Software SLA are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and

maintaining a valid license to the applicable Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy. Samsara reserves the right to audit Customer's usage of Samsara Software and to remove Customer's access to Samsara Software beyond the licensed scope ("Licensed Scope") (for example, the licensed feature scope or licensed user count, as applicable) at any time. If Customer would like to use Samsara Software beyond the Licensed Scope, Customer is required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that Customer is using Samsara Software beyond the Licensed Scope, Samsara reserves the right to charge Customer for the applicable Samsara Software licenses that include such Licensed Scope at the then-current list price, and Customer agrees to immediately pay such amounts. Further, during the applicable license term under an Order Form, Customer agrees that it cannot downgrade a Samsara Software license plan to a lower Samsara Software license plan (for example, downgrading from an "Enterprise" license to a "Premier" license).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Products or any individual element within the Products, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Products; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Products, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Products for any competitive purpose; (ix) perform benchmark testing on the Products; (x) use the Productsto store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara reserves the right to limit or restrict Product access in unsupported countries. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment, including but not limited to installation in accordance with any Equipment warranty. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section of the Hardware Warranty and RMA Policy.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware to newer models. Samsara may change or discontinue all or any part of the Products, including changing, discontinuing, or removing features included in a Samsara Software license, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and the associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer for evaluation purposes. Should Customer opt to use a Pre-Launch Offering: Customer agrees to (i) enter into any additional terms required by Samsara for the applicable Pre-Launch Offerings, (ii) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offering; and (iii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to the Pre-Launch Offering. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Samsara reserves the right to modify, terminate, or discontinue the Pre-Launch Offerings at any time in its sole discretion, for any reason, with or without notice, and without liability to Customer, and has no obligation to make any Pre-Launch Offerings generally available to Samsara customers. If Samsara decides in its sole discretion to make a Pre-Launch Offering generally available to Samsara customers as a new

Product or part of an existing Product, Samsara may discontinue making such offering available to Customer as a Pre-Launch Offering at that point in time. Customer acknowledges and agrees that any continued usage after such discontinuation date will require that the Customer purchase or have already purchased the applicable Product under an Order Form and pay any additional amounts owed for such purchase. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under this Agreement.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery.

8.1 Payment. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, (i) fees are payable by wire transfer; (ii) all transfers are subject to a processing fee up to 3%, subject to applicable law, unless the wire transfer is initiated by Samsara via ACH, in which case the processing fee will be waived; (iii) late payments are subject to a 1.5% per year late fee; and (iv) if license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted. Further, unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. If Customer makes a payment without specifying to which invoice it applies, Samsara reserves the right to apply such payment to any outstanding Customer invoice(s). Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"), however designated or incurred under this Agreement. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit.

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. Customer is solely responsible for confirming that each "Ship To" delivery address set forth in an Order Form is accurate and that any individual accepting delivery at that address is authorized to do so on Customer's behalf. Samsara may ship Hardware under an Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. If Hardware under an Order Form is shipped in multiple shipments, the Samsara Software license term associated with Hardware shipped after the initial shipment will be set to expire on the same date as the Samsara Software license term associated with Hardware shipped in the initial shipment. The total cost of the Samsara Software licenses associated with such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full Samsara Software license term under such Order Form. Certain payment amounts set forth in an Order Form assume that all Hardware under such Order Form is shipped at the same time and are subject to potential reduction by Samsara based on the actual schedule of Hardware shipment.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the licensed Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the licensed Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the licensed Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the licensed Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating, supporting, and providing the Products, including for anonymized and/or aggregated reporting and use. The foregoing right to use Customer Data shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination or that such use be limited to non-personally-identifiable data. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If the applicable Samsara Software license terminates or expires and Customer does not renew, the applicable Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents,

approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS, OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "**Data Protection Addendum**" at https://www.samsara.com/legal/data-protection-addendum reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing and payment terms thereof, Pre-Launch Offerings, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; o r (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any Affiliates, employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that, unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to Samsara Software, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns section of the Hardware Warranty and RMA Policy, Customer owns the physical title to the Hardware that Customer has purchased or has otherwise acquired in relation to an Order Form. Samsara and its licensors exclusively own all intellectual property rights in the Hardware. Samsara further retains ownership of the Firmware, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the licensed Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "**Non-Samsara Product Integrations**"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Upon prior written approval from Customer, Samsara may use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior written consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement attached as Exhibit "D".

16. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 Termination. Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term) , 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Class Action Waiver, 21 (Governing Law) , and 22 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy.

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 Cap. EXCEPT FOR (i) ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH IN THIS AGREEMENT, (ii) CUSTOMER'S BREACH OF SECTION 5 (LICENSE RESTRICTIONS), AND (iii) CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF

OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100).

18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution.

19.1 Arbitration. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS Rules**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20. Governing Law. This Agreement and any action related thereto will be governed by the laws of the State of Florida without regard to its conflict of laws provisions. Subject to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to this Agreement or Customer's use of the Products will be the state and federal courts located in Manatee County, Florida, United States, and both parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products and the subject matter hereof, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products and the subject matter hereof. For clarity, the Parties agree that any of Customer's click-through, hyperlinked, or similar boilerplate or standard terms and conditions, including those associated with Customer payment portals or onboarding of Samsara as a Customer vendor, are void and have no effect, notwithstanding anything to the contrary in such terms and conditions. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in this Agreement or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. Any Purchase Order is solely for Customer's convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to Customer following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Agreement or the applicable Quote. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

21.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

21.3 Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure solely to the benefit of the Parties, their successors and permitted assigns, and nothing herein, express or implied, is

intended to or shall confer upon any other person or entity or Party Affiliate, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Customer shall have no right to bring any claims under this Agreement against any Samsara Affiliate, employee, director, officer, or shareholder.

21.4 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.5 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.6 Financed Purchases and Other Payment Arrangements. If Customer is accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation Customer may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between Customer and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") Customer enters into with the Lender to finance Customer's purchase of the Products. Customer acknowledges and agrees that when Customer executes the Financing Agreement, the Lender is prepaying Samsara for the Products on Customer's behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this Agreement. Customer accepts the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect Customer's rights against Samsara as limited by this Agreement, or Samsara's obligations to Customer under this Agreement. If Customer chooses to discontinue use of the Products for any reason, Customer will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If Customer has any claim against or dispute with Samsara, Customer may not take action by reason of such claims against Lender. If Customer is purchasing through a Lender, Samsara may terminate Customer's access to the Products should Customer breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement may in Samsara's sole discretion be remitted to the Lender, and any impact such remittance may have on Customer's remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under this Agreement and such Order Form. Customer agrees to indemnify, defend, and hold harmless Samsara against any liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses related to such Payment Arrangements.

21.7 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at https://www.samsara.com/company/contact/ than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.
Email: legalnotices@samsara.com
Telephone: (415) 985-2400
Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

Customer
Name: City of Bradenton, Florida
Email: erin.jones@bradentonFL.gov
Telephone: (941) 932-9400
Address: 101 Old Main Street, Bradenton, FL 34205

21.8 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS]

IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

SIGNATURES

City of Bradenton

By: _____

Name: Gene Brown

Title: Mayor

Date: September 24, 2025

Samsara Inc.

By: A. Eltoukhy

Name: Adam Eltoukhy

Title: Executive Vice President, Chief Legal Officer

Date: September 17, 2025

EXHIBIT A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to the Parties' Master License and Services Agreement ("Agreement"). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HARDWARE WARRANTY POLICY

If Customer is experiencing technical issues, please visit our Support Page at www.samsara.com/support, where you will find many resources to help troubleshoot issues, or contact our Customer Support team for technical assistance. Prior to submitting a Hardware Warranty claim pursuant to this Policy, you must first use all reasonable efforts to find a solution on our Support Page linked above and/or contact our Customer Support team and assist in Samsara's troubleshooting efforts.

Scope of the Samsara Hardware Warranty

Samsara stands behind its Hardware. Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a "LIC-" prefix in the applicable SKU) has a warranty that lasts for as long as Customer maintains a valid license for such Hardware.

All other Hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of shipment. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section. Customers are responsible for replacing any batteries for Hardware and shall do so in accordance with any applicable Documentation.

Samsara warrants that, during the applicable warranty period, eligible Samsara Hardware will not malfunction due to a defect in Hardware materials or workmanship under Normal Use Conditions (as defined below), subject to the limitations and conditions set forth in the Terms and this Hardware Warranty Policy section of the Hardware Warranty and RMA Policy (the "Hardware Warranty"). "**Normal Use Conditions**" means ordinary use under intended conditions in accordance with the Documentation.

Upon Samsara's approval of a warranty claim provided in accordance with this Hardware Warranty Policy section, Samsara will, at its sole discretion, do one of the following (1) repair the Hardware free of charge, (2) replace the Hardware (with the same Hardware or that of substantially similar functionality) free of charge, or (3) to the extent repairing or replacing the Hardware proves commercially unreasonable, terminate the Customer's Order Form(s) for the affected Products and provide a Refund for such Products. To the maximum extent permitted by applicable law, the foregoing constitutes the Customer's sole and exclusive remedy and Samsara's sole and exclusive obligation for any breach of this Hardware Warranty.

This Hardware Warranty only applies to the extent the Customer is up-to-date on its payment obligations. Furthermore, it does not apply (1) to non-Samsara branded products or services, even if sold with Samsara Products; (2) to consumable parts (including batteries), cosmetic damage, normal wear and tear, or aging; (3) if the defect is not reproducible; (4) to circumstances such as accidental or incidental damage, indirect damage, loss, theft, abuse, misuse, misapplication or unauthorized disassembly of or to the Hardware; (5) if the Hardware has been defaced (e.g., the serial number has been removed); (6) if the Hardware is installed, maintained, operated or used in a way that does not comply with the Agreement, Documentation, or other written instructions provided by Samsara; (7) if the defect or damage is caused by an improper voltage supply or the use of third party components, materials, accessories (including cables), products and/or software that are not expressly approved or supplied by Samsara; (8) if the defect or damage is caused by any attempt to service the Hardware other than by Samsara or its representatives; (9) if the defect or damage is caused by the Customer's or its representative's negligence, misuse, neglect, intentional acts or omissions, or breach of its obligations under the Agreement or this Hardware Warranty and RMA Policy; (10) if the Hardware, its functionalities or its capabilities have been altered, modified, repaired or tested by a party other than Samsara or its representatives, and/or without advance written permission of Samsara; and (11) if the Hardware is tampered with or otherwise damaged in a way or by events outside of Samsara's control, such as in the event of a car crash, fire, liquid contact, natural disaster or other external causes.

How to Submit a Warranty Claim

To request a return materials authorization ("RMA") under this Hardware Warranty Returns Policy, please contact Samsara Customer Support or submit an RMA request through the Hosted Software dashboard. When submitting an RMA request, you will need to provide the following information:

- Make and model
- Serial number
- Shipping address

If your RMA request is approved by Samsara, Samsara will provide you with an RMA number and a return shipping label for the defective Hardware units free of charge. We will ship all replacement Hardware once your RMA request has been approved and processed.

You must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing you the return shipping label. If Samsara does not receive the defective Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the defective device and/or charge you, and you agree to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends you a replacement device, Samsara reserves the right to deactivate the defective device.

Upon return of any Hardware under a Hardware Warranty claim, Samsara may delete all data stored on the Hardware. Before submitting your Hardware Warranty claim and returning your Hardware to us, we therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

PRODUCT TRIAL HARDWARE RETURNS

In order to return Hardware units from a Product trial, please contact Customer's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of your trial. If Customer's trial hardware was shipped to a country into which Samsara generally sells Products, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing the applicable Samsara Software Products following Customer's trial, Customer must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of Customer's trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge Customer, and Customer agrees to pay the fees and costs associated with the Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

PRODUCT REFUND REQUESTS

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to Hardware replacements or upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "Refund Exceptions"). All Product returns must meet the following criteria:

- Customer purchased the Product from Samsara or through an authorized Samsara reseller
- Customer is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its Product Refund Request in writing as described below within thirty (30) days of the date of shipment to you of the applicable original Hardware procured under an Order Form
- The Product is in new or like-new condition, as determined by Samsara in its sole discretion

To request a refund under this Product Refund Requests section, please contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If Customer refund request is approved, Samsara will provide Customer with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units Customer is returning no later than thirty (30) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund of any unused pre-paid fees (as

applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

CABLE EXCHANGE POLICY

Customers may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

- Customer submits its Hardware cable exchange request in writing within thirty (30) days of purchase by contacting Samsara Customer Support or by submitting a cable exchange request through the Hosted Software dashboard, unless a longer period is set forth in Samsara's Customer Success policies
- Customer's cable exchange request must include the following information: 1) Product Code/ SKU Number for cables you are returning, as well as quantity, 2) Product Code/ SKU Number for cables being requested, and quantity, 3) Shipping Address for new cables, and 4) Email Address for Return Label
- Samsara must receive the Hardware cables to be exchanged within thirty (30) days of Customer's submission of its exchange request
- Customer must return the Hardware cables to be exchanged in new or like-new condition, as determined by Samsara in its sole discretion

If the above conditions are not met, Samsara reserves the right to charge Customer, and Customer agrees to pay the fees and costs associated with replacing Hardware cables.

EXHIBIT B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "SLA") is subject to the Parties' Master License and Services Agreement ("Agreement") and sets forth Samsara's obligations and Customers' rights with respect to the performance of Samsara's Hosted Software.

1. Definitions. For purposes of this SLA, the following terms have the meaning ascribed to each term below:

"Hosted Software Downtime" means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Hosted Software, as confirmed by both Customer and Samsara. Please note that individual Hardware device failures are not considered Downtime but may be covered under Samsara's Hardware Warranty Policy set forth in the Hardware Warranty Policy section at https://www.samsara.com/support/hardware-warranty.

"Hosted Software Uptime" means the total number of minutes in a calendar month minus the number of minutes of Hosted Software Downtime in a calendar month, divided by the total number of minutes in a calendar month, expressed as a percentage.

"Service Credit" means the number of days of license to the Samsara Software that Samsara will credit to Customer in the form of a monetary credit applied to Customer's invoice after receipt of timely written notice of Samsara's failure to meet the Service Level Warranty, as required by Section 3 herein (Customer Must Request Service Credit).

2. Service Level Warranty. During the applicable Order Form term, the Hosted Software will have a Hosted Software Uptime of at least 99.99% in any calendar month (the "**Service Level Warranty**"). If the Hosted Software Uptime does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under the Terms and this SLA, then Customer will be eligible to receive a Service Credit as follows:

Hosted Software Uptime (per month)	Number of Days of Service Credit
< 99.99% - ≥ 99.9%	3
< 99.9% - ≥ 99.0%	7
< 99.0% - ≥ 90.0%	15
< 90.0%	30

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara in writing within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Hosted Software Downtime that occurs in a single calendar month will not exceed thirty (30) days.

5. Exclusions. The Service Level Warranty does not apply to any Products that expressly exclude this Service Level Warranty (as stated in the Documentation for such Products) or any Hosted Software Downtime caused in part or in full by any of the following: (i) strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party; (ii) Customer and/or third party Equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer's breach of the Agreement or this SLA or improper use of the Products; (iv) a third party cloud-hosting, cellular, or internet service provider; (v) improper installation of or damage to the Hardware or partial or full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely failure(s) in the Hosted Software.

6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any failure by Samsara to meet the Service Level Warranty.

EXHIBIT C

SAMSARA SUPPORT SERVICES

1. SUPPORT SERVICES. Customer shall receive Samsara's Premier Support Services via phone and email for the duration of the term of the Agreement. Such Premier Support Services will be made available 24 x 7 x 365 a year by the Samsara Support Team. As a Premier customer, Customer may contact the Samsara Support Team using the below methods:

- Submitting a ticket on the Samsara Hosted Software;
- Contacting the Samsara Support Team Premier Support phone number at (415) 997-2797 or the general support phone number at (415) 329-6900 for the United States or +44 (0) 20 3965 2700 for the European Union; or
- Submitting a support ticket via email at enterprise-support@samsara.com or premier-support@samsara.com.

Premier Support Services cover (a) Error Correction concerning the installation and use of the then-current release of the applicable Products and (b) Product Major Releases that Samsara in its discretion makes generally available to customers without additional charge to a Customer that is up-to-date on all fees due under the Agreement (any such update will constitute an applicable Product subject to the Agreement).

2. ERROR PRIORITY LEVELS. Samsara shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Samsara.

- P0 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error(s); (ii) notifying Samsara management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; and (iv) initiating work to provide Customer with a Hotfix.
- P1 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error; (ii) providing Customer with periodic reports on the status of the corrections; and (iii) initiating work to provide Customer with a Hotfix.
- P2 Errors - Samsara may include the Fix for the Error in the next Major Release.

3. RESPONSE TIMES. Samsara will use diligent efforts to meet the following response times:

Severity	Response Time
P0	**4 clock hours**
P1	**12 clock hours**
P2	**16 clock hours**

4. EXCLUSIONS. Samsara shall have no obligation to support: (i) Products or any portion thereof that have been modified or damaged by any non-Samsara individual or entity; (ii) Products or any portion thereof that have been combined or incorporated with or into software, products, or services not provided by Samsara; (iii) Products that are not the then-current Product release or immediately Previous Sequential Release; (iv) Products used in countries or locations not supported by Samsara; (v) Product issues caused by Customer's negligence, abuse or misapplication of Product, use of Product in breach of the Agreement or other than as specified in Samsara's user manual or technical documentation, or other causes beyond the direct control of Samsara; (vi) any Product for which Samsara has released a Hotfix or Major Release that has not been implemented by Customer within six (6) months after the date first made available by Samsara; or (vii) any Fix that requires data integration services or custom API work.

5. CUSTOMER RESPONSIBILITIES. As a prerequisite to Samsara's obligations hereunder, Customer agrees to the following obligations: (i) ensuring all stakeholders are present during any scheduled trainings; (ii) appropriate engagement from technical subject matter experts when the Samsara Support Team is contacted to resolve an Error; and (iii) working with Samsara to create a realistic installation and deployment timeline for the Hardware.

6. DEFINITIONS.

- "Error" means an error in a Product that is reproduced by Samsara and which significantly degrades the performance of such Product as compared to Samsara's published performance specifications.
- "Error Correction" means the use of reasonable commercial efforts to correct Errors.
- "Fix" means the repair or replacement of object or executable code versions of a Product to remedy an Error.
- "Hotfix" means a single, cumulative package that includes one or more Fixes or Workarounds that are used to address P0 or P1 Errors. "Hotfixes" address a specific customer situation and may not be distributed outside the customer organization.
- "Major Release" means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the major version number in the software (version 1.2 can be updated to version 1.3).
- "Previous Sequential Release" means the Major Release that immediately preceded and was replaced by the current Product Major Release. Notwithstanding anything to the contrary, a Previous Sequential Release will be supported by Samsara only for a period of six (6) months after release of the current Product Major Release.
- "P0 Error" means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- "P1 Error" means an Error which substantially degrades the performance of a Product or materially restricts Customer's use of such Product.
- "P2 Error" means an Error which causes only a minor impact on the Customer's use of Product functionality.
- "Workaround" means a change in the procedures followed or data supplied by Customer or temporary fix to avoid an Error without substantially impairing Customer's use of a Product.

THESE SUPPORT SERVICES TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT D

Samsara Marks Usage Agreement

Last updated: April 6, 2022

This Samsara Marks Usage Agreement ("Agreement") sets out the legal terms governing your ability to use the Samsara name, logo, and other registered or unregistered Samsara trademarks and service marks owned by Samsara and its affiliates ("Samsara Marks"). A list of the Samsara Marks available for use can be found on our Logos and Resources page. This Agreement supplements, and is governed by, your agreement with Samsara ("we", "us", "our") for the use of products and services provided by Samsara ("Terms of Service"). Your agreement with Samsara may permit a more limited scope of use of the Samsara Marks than this Agreement describes. For the avoidance of doubt, your agreement with Samsara shall control the scope of your permissible use of the Samsara Marks. Your Terms of Service are the Samsara Terms of Service, unless you and we agree to substitute a different agreement. Terms used but not defined in this Agreement have the meanings given in the Terms of Service.

You may not use any Samsara Marks without having agreed to abide by all of the terms and conditions in this Agreement, and unless you do so in accordance with this Agreement.

1. Permission to Use Samsara Marks

Samsara Marks are important assets of Samsara's business and are protected by U.S. and international laws. You are licensed to use the Samsara Marks as described in this Agreement on a non-exclusive, non-transferable basis. However, your use is subject to the terms set out in this Agreement, and we may terminate your license via (i) our absolute ability to supervise, monitor, and revoke your license at any time and at our discretion, or (ii) your non-use or cancellation of the products and services provided by Samsara. Upon termination of the license, you agree to promptly remove any Samsara Marks from any websites or applications, or other material within a reasonable time.

2. Proper Use of Samsara Marks

Proper Use: You may only use the Samsara Marks: (1) to let others know that Samsara provides products and services for your business, (2) to let others know that you are a Samsara partner (if and only if you are in fact a Samsara partner) on your website, in a press release, in a blog post, or in a social media post, and/or (3) if you are a media outlet, for publicity purposes such as in a press article, in a social media post, or on your website. All Samsara Marks should directly link to our homepage at www.samsara.com. We ask that you provide proper trademark attribution crediting ownership of the Samsara Marks to us, such as:

The Samsara name and logos are trademarks of Samsara, Inc. and its affiliates.

Brand Guidelines: You may not display the Samsara Marks in a way that implies a common, descriptive, or generic meaning. You must always use the SAMSARA mark as an adjective - never as a verb or noun - except when using SAMSARA to refer to our company. We may also provide you with style or usage guidelines describing such things as size, color, or relative placement of Samsara Marks. You may only use the Samsara Marks consistent with those

guidelines except where we expressly agree otherwise with you in writing. You will update your use of the Samsara Marks to conform to changes in the guidelines within a reasonable time after we provide you notice of the change.

Attribution: The TM or SM Symbol should be prominently displayed in conjunction with any Samsara Mark being used, unless otherwise directed by us to use the ® symbol. All used of the Samsara Marks should directly hyperlink to the Samsara homepage located at www.samsara.com.

3. Impermissible Uses of Samsara Marks

You may not display, copy, modify, transmit or otherwise use the Samsara Marks except as described in this Agreement, the guidelines, or otherwise agreed in writing by Samsara. You may not use the Samsara Marks to show Samsara or the products or services provided by Samsara in any disparaging, tarnishing, or derogatory light, or in any way that may be damaging to our brand or to our interests in the Samsara Marks. You may not remove, distort, or alter any element of the Samsara Marks, including through hyphenation, combination, abbreviation, substitution for acronyms, or otherwise.

You may not use the Samsara Marks to imply endorsement by Samsara of your products or services, or in a manner that causes customer confusion. You may not misrepresent your relationship with Samsara, or use the Samsara Marks, in any manner that is misleading. You may not use the Samsara Marks in relation to goods or services that are unrelated to the products or services provided by Samsara. You may not display the Samsara Marks on a website that violates any law or regulation.

You may not register or apply to register the Samsara Marks with any Trademark Office, Copyright Office, or other governing body anywhere in the world.

If you are a Samsara competitor, as determined in our sole discretion, Samsara does not grant you permission to use the Samsara Marks.

In addition to any other right that we may have to enforce the terms of this Agreement, you must promptly comply with any request that we make for you to cease use of the Samsara Marks that we determine in our sole discretion to be non-compliant with this Agreement.

In addition to protecting the Samsara Marks, it is important to us that you maintain your independent brand. Even where use of Samsara Marks is permitted, you must prominently use your own marks in a manner that makes your brand or any other descriptor of your goods/services clearly distinguishable from that of Samsara's. For example, "Foo chose to partner with Samsara" or "Widget Company relies on Samsara" are acceptable and emphasize your brand; but use of "Samsara Operations", "Samsara Fleet", or "Samsara Driver" alone or as the most prominent element are unacceptable because they emphasize the Samsara Marks.

You may not use the Samsara Marks or any confusingly similar name or trademark with your product, service, company, social media handle, AdWord, or domain name. For instance, you

may not use names like “Samsara Business Services”, “Samsara Operations” or domains like “getSamsara.com.” You may not incorporate the Samsara Marks into your own product name, service name, trademarks, logos, or company name.

4. No Warranties

As part of this Agreement, we do not make any representations regarding your use of the Samsara Marks. We disclaim all warranties, express and implied, including any warranties of non-infringement.

5. Your Liability For Third-Party Claims

You will indemnify Samsara, its affiliates, and their respective employees and agents (each a “Samsara Entity”) against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a “Claim”) brought by a third party against a Samsara Entity that results from your impermissible use of any Samsara Marks, as described in Sections 2 and 3 above, including any third-party Claims based on trademark or copyright infringement, dilution, passing off, counterfeiting, or unfair competition. You will also be responsible for, and will fully reimburse the Samsara Entities for, any liability incurred by the Samsara Entities in connection with such Claims.

You will fully cooperate with the Samsara Entities by providing reasonable assistance, authority, information, and resources where applicable, in order to assist with the defense of the Claims described in the previous paragraph. You recognize Samsara’s authority to control any defenses or responses against any such Claims, and you agree to cooperate with any Samsara Entity that wishes to assert such authority.

6. Contacting Us

If you have any questions about this Agreement, please don’t hesitate to contact us at legalnotices(at)Samsara.com.

7. Other Legal Provisions

Except as otherwise agreed upon in writing between you and us, this Agreement is the entire agreement between you and us regarding your use of the Samsara Marks. We may terminate this Agreement at any time upon notice to you. You may not transfer this Agreement to any third party. This Agreement is governed by the laws and dispute provisions specified in the Terms of Service, which are incorporated into this Agreement by reference. If any provision or portion of this Agreement is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

Samsara Terms of Service
Last Updated: February 2025

Welcome to Samsara. Please read these Terms of Service carefully because they govern your use of our products and services. The Customer, together with Samsara Inc., are referred to as the "**Parties**".

1. Definitions.

1.1 "**Account**" means the accounts Customer creates to access the Hosted Software and Apps.

1.2 "**Affiliate**" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 "**Apps**" means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store and used to provide the Products.

1.4 "**Authorized User"** means Customer's employees, Affiliates, and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.

1.5 "**Customer**" or "**you**" means the company or legal entity for which you are accepting these Terms and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into by it and for so long as it remains a Customer Affiliate).

1.6 "**Customer Data**" means Customer-specific data captured by Customer's use of any installed Hardware, data submitted by, or on behalf of Customer (including from or through Non-Samsara Products) into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.7 "**Documentation"** means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.8 "**Equipment**" means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.9 "**Firmware**" means software embedded in or otherwise running on the Samsara Hardware.

1.10 "**Hardware**" means the hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides.

1.11 **"Hardware Warranty and RMA Policy"** means the Hardware Warranty and RMA Policy set forth at https://www.samsara.com/support/hardware-warranty.

1.12 **"Hosted Software"** means Samsara's cloud-hosted software platform, including the interface accessed online.

1.13 "**Hosted Software SLA**" means the Hosted Software Service Level Agreement set forth at https://www.samsara.com/legal/hosted-software-sla.

1.14 "**License Expiration Date**" means (a) the later of (i) the original license termination date set forth in the applicable Order Form you entered into for the original purchase of Products or under which Products were originally made available to you ("**Initial Term**"), and (ii) the end of the then-active Renewal

Term (as defined below); or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.15 **"License Start Date**" means (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to Customer under the applicable Order Form, such Samsara Software license activation date is day the Samsara Hardware ships); or (ii) notwithstanding the foregoing, if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term. For Purchase Orders issued by a Samsara reseller, the definition of License Start Date in this Section supersedes anything to the contrary in the reseller agreement between such reseller and Samsara and the applicable Purchase Order.

1.16 "**Malicious Code**" means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.17 "**Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, Equipment, hardware, or software functionality that is provided by Customer or a third party and that interoperates, integrates, and/or exchanges data with the Products.

1.18 "**Order Form**" means the applicable Quote or Purchase Order setting forth the purchase or procurement of Samsara Products and/or licenses thereto. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by these Terms as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under an Order Form shall only apply to Customer entity named in such Order Form for the purchase made under such Order Form and shall not apply to any other Order Form, including any initial or renewal Order Form entered into by such Customer entity or its Affiliate.

1.19 "**Pre-Launch Offerings**" means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the alpha, beta, experimental, research, in development, prototyping, and/or testing phase.

1.20 "**Products**" means Hardware and Services. For the avoidance of doubt, Products do not include any Non-Samsara Products.

1.21 "**Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.22 **"Purchase Order"** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.23 **"Quote"** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.24 **"Refund"** means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to these Terms equal to (i) fees pre-paid to

Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.25 "**Renewal Term**" means any renewal license term of the applicable Products after the Initial Term. If Customer's license term is renewed a period of time after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, these Terms shall apply to such use.

1.26 "**Samsara Software**" means the Apps, Firmware, and Hosted Software, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides, and Support Services.

1.27 "**Samsara Software Systems**" means the Samsara Software and any networks, systems, products, hardware, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.28 "**Services**" means the Samsara Software, Service Usage Data, and Professional Services.

1.29 "**Service Usage Data**" means any data that is derived from the use of the Products except that to the extent such data could directly or indirectly identify a natural person it shall be anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify such natural person.

1.30 "**Support Services**" means the customer support services described at www.samsara.com/support, and Documentation, but excluding any Professional Services.

1.31 "**Terms**" means these Terms of Service, together with any amendments or addenda that modify these Terms of Service.

2. Agreement to Terms. By clicking a box indicating your acceptance of these Terms, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, these Terms shall apply, provided that to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to "you" and "your" in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our competitor, as determined in our sole discretion, except with our prior written consent.

3. Changes to Terms or Services. Samsara may modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you by posting the modified Terms to the Services or our website or through other communications with you, our Customer. It is important that you review the Terms whenever Samsara modifies them because if you continue to use the Products after Samsara has posted or otherwise informed you of the modified Terms, you are indicating to Samsara that you agree to be bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. License. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the applicable Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy. Samsara reserves the right to audit Customer's usage of Samsara Software and to remove Customer's access to Samsara Software beyond the licensed scope ("Licensed Scope") (for example, the licensed feature scope or licensed user count, as applicable) at any time. If Customer would like to use Samsara Software beyond the Licensed Scope, Customer is required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that Customer is using Samsara Software beyond the Licensed Scope, Samsara reserves the right to charge Customer for the applicable Samsara Software licenses that include such Licensed Scope at the then-current list price, and Customer agrees to immediately pay such amounts. Further, during the applicable license term under an Order Form, Customer agrees that it cannot downgrade a Samsara Software license plan to a lower Samsara Software license plan (for example, downgrading from an "Enterprise" license to a "Premier" license).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Products or any individual element within the Product, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Product; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Products, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Products for any competitive purpose; (ix) perform benchmark testing on the Products; (x) use the Products to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; (xiii) use the Products in a way that violates Samsara's Acceptable Use policy set forth in Section 21.2, (xiv) use the Products in an unsupported country, or (xv) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to indemnify, defend, and hold harmless Samsara from and against all claims, actions, demands, and legal proceedings, and all liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses in connection with a violation of this Section 5 and any investigation related thereto. Samsara reserves the right to limit or restrict Product access in unsupported countries. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment, including but not limited to installation in

accordance with any Equipment warranty. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section of the Hardware Warranty and RMA Policy.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware to newer models. Samsara may change or discontinue all or any part of the Products, including changing, discontinuing, or removing features included in a Samsara Software license, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and the associated Samsara Software license that you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, you may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer for evaluation purposes. Should Customer opt to use a Pre-Launch Offering: Customer agrees to: (i) enter into any additional terms required by Samsara for the applicable Pre-Launch Offerings; (ii) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (iii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to the Pre-Launch Offering. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Samsara reserves the right to modify, terminate, or discontinue the Pre-Launch Offerings at any time in its sole discretion, for any reason, with or without notice, and without liability to Customer, and has no obligation to make any Pre-Launch Offerings generally available to Samsara customers. If Samsara decides in its sole discretion to make a Pre-Launch Offering generally available to Samsara customers as a new Product or part of an existing Product, Samsara may discontinue making such offering available to Customer as a Pre-Launch Offering at that point in time. Customer acknowledges and agrees that any continued usage after such discontinuation date will require that the Customer purchase or have already purchased the applicable Product under an Order Form and pay any additional amounts owed for such purchase. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback regarding the Products to Samsara. Customer acknowledges and agrees that any comments, suggestions, ideas, other information, and/or other feedback related to the Products provided to Samsara, whether directly through the Products or through other means (e.g., surveys, emails, testing, and/or other communications) (collectively, "**Feedback**") may be used by Samsara for research and development purposes. Such Feedback shall not be treated as "Customer Data" unless it is uploaded or processed within the Products.

Customer further agrees that Samsara shall have all rights, title, and interest in and to all Feedback provided by Customer or a third party acting on behalf of Customer to Samsara. Customer hereby irrevocably transfers and assigns to Samsara all right, title, and interest it may have in such Feedback, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery.

8.1 Payment. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, (i) fees are payable by wire transfer; (ii) all transfers are subject to a processing fee up to 3%, subject to applicable law, unless the wire transfer is initiated by Samsara via ACH, in which case the processing fee will be waived; (iii) late payments are subject to a 1.5% per month late fee; and (iv) if license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted. Further, unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. If Customer makes a payment without specifying to which invoice it applies, Samsara reserves the right to apply such payment to any outstanding Customer invoice(s). Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under these Terms. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit.

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. Customer is solely responsible for confirming that each "Ship To" delivery address set forth in an Order Form is accurate, is in a country for which Samsara supports direct sales, and that any individual accepting delivery at that address is authorized to do so on Customer's behalf. Samsara shall have no obligation to ship Products to any unsupported countries. Samsara may ship Hardware under an Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. If Hardware under an Order Form is shipped in multiple shipments, the Samsara Software license term associated with Hardware shipped after the initial shipment will be set to expire on the same date as the Samsara Software license term associated with Hardware shipped in the initial shipment. The total cost of the Samsara Software licenses associated with such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full Samsara Software license term under such Order Form. Certain payment amounts set forth in an Order Form assume that all Hardware under such Order Form is shipped at the same time and are subject to potential reduction by Samsara based on the actual schedule of Hardware shipment.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the licensed Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the licensed Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the licensed Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the licensed Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating, supporting, improving, and providing the Products, including for anonymized and/or aggregated reporting and use. The foregoing right to use Customer Data shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Customer may export Customer Data at any time during the term of these Terms through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If the applicable Samsara Software license terminates or expires and Customer does not renew, the applicable Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data and Feedback in accordance with these Terms (ii) no Customer Data or Feedback infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 Data Protection Addendum. The "**Data Protection Addendum**" at https://www.samsara.com/data-protection-addendum sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "**Processing**", "**Personal Data**", and "**Customer Personal Data**" used in this Section are all defined in the Data Protection Addendum.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing and payment terms thereof, Pre-Launch Offerings, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it

and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any Affiliates, employees, agents or third party service providers of receiving Party in performing under these Terms under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws provided that, unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Services. Samsara and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Customer acknowledges that the Services are protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Services to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns section of the Hardware Warranty and RMA Policy, Customer owns the physical title to the Hardware that Customer has purchased or has otherwise acquired in relation to an Order Form. Samsara and its licensors exclusively own all intellectual property rights in the Hardware. Samsara further retains ownership of the Firmware, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the licensed Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara

Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

16. Term. The term of these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earliest, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1 Renewal. Unless you notify Samsara in writing of your intent to cancel auto-renewal of the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, at any time up to ninety (90) days after the License Expiration Date, Samsara may in its discretion renew your license term for the applicable or substantially equivalent Products, effective on the License Expiration Date, for a period of up to the greatest of the following: (i) one year, (ii) the same period as the immediately preceding license term, or (iii) a period to align license expiration dates with another of your active orders) (each such period, a Renewal Term). Subject to Samsara's renewal rights set forth in the foregoing sentence, you and Samsara may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Samsara auto-renews your license term without Customer's execution of a new Order Form as described in the first sentence of this paragraph, your payment method will remain the same as indicated on the applicable original Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). If your license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows you to continue using the applicable Products during such interim period, these Terms shall apply to such use, and Samsara reserves the right (i) to charge you for such use at the renewal license pricing (and Customer agrees to immediately pay such amounts) and (ii) to have the License Start Date for the renewal license start the day after expiration of the immediately preceding license term. Please email renewals@samsara.com for any questions regarding automatic renewal.

16.2 Termination. Samsara may terminate these Terms, any Order Form, and your access to and use of the Samsara Software at its sole discretion, at any time upon notice to you. However, if Samsara so terminates for its convenience and not as otherwise set forth in these Terms or the applicable Order Form or due to your breach thereof, then Samsara will provide you with a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form, including any renewal Order Forms, cannot be terminated prior to the applicable License Expiration Date.

16.3 Termination for Non-Appropriation of Funds. As a public sector entity, Customer undergoes a fiscal budgeting appropriations process. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: a termination fee equal to the license fees associated with a sixty (60)-day period for all Products under such Order Form at the date of such termination; all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of its Hardware Warranty and RMA Policy.

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 Cap. EXCEPT FOR (i) ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH IN IN THIS AGREEMENT, (ii) CUSTOMER'S BREACH OF SECTION 5 (LICENSE RESTRICTIONS), (iii) A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, AND (iv) CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100).

18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution.

19.1 Arbitration. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to these Terms or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled in one of the following venues at Samsara's election: (i) confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS Rules**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes; or (ii) the state or federal courts located in or nearest to the county in which the Customer has its principal place of business. If Samsara elects to arbitrate a dispute, the Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

19.2 Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to these Terms or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. You expressly waive your right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.

20. Governing Law. These Terms and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Subject to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to these Terms or Customer's use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business and both Parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Entire Agreement. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products and the subject matter hereof, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products and the subject matter hereof. The Customer acknowledges and agrees that, in entering into this Agreement, it has not relied on, nor has it been induced to enter into this Agreement by, any representation, warranty, statement, or assurance made or given by or on behalf of Samsara, other than those expressly set forth in this Agreement. To the maximum extent permitted by applicable law, Customer further acknowledges and agrees that the only

remedies available for breach of any such express warranties or representations are those expressly provided for within this Agreement. For clarity, the Parties agree that any of Customer's click-through, hyperlinked, or similar boilerplate or standard terms and conditions, including those associated with Customer payment portals or onboarding of Samsara as a Customer vendor, are void and have no effect, notwithstanding anything to the contrary in such terms and conditions. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in these Terms or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. Any Purchase Order is solely for Customer's convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to Customer following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Agreement or the applicable Quote. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure solely to the benefit of the Parties, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity or Party Affiliate, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Customer shall have no right to bring any claims under these Terms against any Samsara Affiliate, employee, director, officer, shareholder, or reseller, referral, insurance, or other channel partner. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21.2 Acceptable Use. Customer may not, and may not allow any third-party including its Authorized Users to, (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, stalking, or otherwise improper conduct towards any individual or entity, including but not limited to Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via https://samsara-external.allvoices.co/.

21.3 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.4 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.5 Financed Purchases and Other Payment Arrangements. If you are financing the Products through a financing entity ("Lender"), or paying for the Products through a Customer Affiliate or other third party, the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued by Samsara under these Terms for Product purchases financed under a Financing Agreement may in Samsara's sole discretion be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under these Terms and such Order Form. Except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to indemnify, defend, and hold harmless Samsara against any liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses related to such Payment Arrangements.

21.6 Contact Information**.** If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com.

samsara

The Connected Operations Cloud

Quote #: Q-2004929

Issued Date: 08-20-2025
Expires 09-30-2025

Sourcewell Contract #: 102924-SAM

Prepared For:
City of Bradenton, FL
101 Old Main St
Bradenton,
Florida
34205

Prepared By:
Tim Causby
tim.causby@samsara.com

Cost Overview

License Term: 60 Months	
License Cost	USD $212,940.00
Hardware and Accessories	USD $0.00
Estimated Shipping and Handling	USD $2,164.50
Estimated Total Sales Tax	USD $0.00
Estimated First Year Payment	USD $44,752.50
Estimated Payments Beginning Year Two	USD $42,588.00
Third Year Payment	USD $42,588.00
Fourth Year Payment	USD
Fifth Year Payment	USD

If shipping is 'Pending' - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is 'Pending' – Final amount will be provided prior to payment
*3% fee
charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

samsara

The Connected Operations Cloud

Product Overview

SHIP TO Heather Lutz-Silver
888 13th Ave E
Bradenton, Florida, 34208-2637
United States

Hardware & Accessories	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA • QTY: 195	$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939 • QTY: 195	$0.00
VG5x Aux Cable CBL-VG-CAUX • QTY: 195	$0.00
Total Price:	**$0.00**

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 195	$218.40	$42,588.00
Total Price:		$42,588.00

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting

delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the

parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:

Bill To:
City of Bradenton, FL
101 Old Main St
Bradenton, Florida, 34205

Billing Contact::
Name: Heather Lutz-Silver
Title:Executive Assistant of Public Works
Billing Email: Heather.Lutz-Silver@bradentonfl.gov
Phone Number: 9417086343

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual

Does your oganization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature _____

Print Name: _____

Date: _____