AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, July 23, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Executive Pastor Brent Spears with First Baptist Church of Palmetto

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Israel Support Proclamation
Israel Support Proclamation

4. PRESENTATIONS

5. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Comments will be accepted on the public hearings at the appropriate time.

6. CONSENT AGENDA

a) Administrative Services: Resolution Number 25-70 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 25-70
Contractor Bids Received
Walkthrough Sign In Sheet
Statement of Work

b) City Administration: Reimbursement Agreement for Promotion of Tourism with Manatee County for the Bradenton Area Riverfest Regatta Event
Reimbursement Agreement

c) City Administration: Resolution 25-60 - (Public Necessity - 2502 Riverside Drive East)
Resolution 25-60

d) City Administration: Resolution 25-65 - Setting the Public Hearing Time for Resolution 25-66
Resolution 25-65

e) Clerk: Minutes from the May 28, 2025, City Council Meeting

05-28-2025 City Council Meeting Minutes

f) Clerk: Minutes from the June 11, 2025, City Council Meeting
06-11-2025 City Council Meeting Minutes

g) Clerk: Minutes from the June 18, 2025, City Council Special Meeting
06-18-2025 City Council Special Meeting Minutes

h) Clerk: Minutes from the June 25, 2025, City Council Special Meeting
06-25-2025 City Council Special Meeting Minutes

i) Community Redevelopment Agency: Designation of the CRA to Manage the Sale of City-Owned Properties located at 1525 Ballard Park Drive, 1403 Ballard Park Drive, and 907 15th Street West
Location Map for City Owned Properties

j) Event Review Committee: BAM!Fest 2026
BAM!Fest 2026 Application and Site Plan

k) Event Review Committee: Bradenton Alive New Year's Eve Celebration
Bradenton Alive New Year's Eve Celebration Application and Site Plan

l) Event Review Committee: Bradenton Public Market
Bradenton Public Market Application and Site Plan

m) Event Review Committee: Unite and Rise for Democracy
Unite and Rise for Democracy Application and Site Plan

n) Finance: Budget Adjustment BA25-02
Budget Adjustment BA25-02

o) Finance: Budget Adjustment BA25-04
Budget Adjustment BA25-04

p) Legislative: Resolution 25-71 - Affordable Housing Advisory Committee Appointment
Resolution 25-71

q) Planning & Community Development: Resolution 25-69 - Setting the Public Hearing Time for Ordinance 4063
Resolution 25-69

r) Police: 2025-26 School Resource Officer (SRO) Program Agreement Amendment Number Two
2025-26 School Resource Program Agreement Amendment Number Two

s) Police: Forfeiture Funds Expense Request
Forfeiture Funds Expense Request Memorandum

t) Police: Master Agreement with EPIC iO Technologies
EPIC iO Quote
Master Agreement with EPIC iO

u) Public Works & Utilities: Budget Adjustment BA25-07
Budget Adjustment BA25-07

v) Public Works & Utilities: Change Order 1 to Agreement 24PLN41 with the Florida Department of Environmental Protection (FDEP) for the City of Bradenton Adaptation Plan
Change Order No. 1 to 24PLN41

w) Public Works & Utilities: Interlocal Agreement (ILA) with Manatee County for the Beautification of the Palma Sola-Perico Bay Medians

ILA with Manatee County

x) Public Works & Utilities: Water Treatment Plant (WTP) Replacement Generator

Ring Power Quote

y) Public Works & Utilities: Work Assignment for 19th and 20th Street West Sidewalk Replacement Project

Work Assignment
Scope and Schedule
Price Schedule
Sidewalk Replacement Map

z) Public Works & Utilities: Work Assignment for Lift Station 14A Pipe Lining

Work Assignment
Scope and Schedule
Price Schedule

aa) Public Works & Utilities: Work Assignment for Lift Stations 14D and 14E Sanitary Pipe Lining

Work Assignment
Scope and Schedule
Price Schedule

ab) Public Works & Utilities: Work Assignment for Lift Station 23 Force Main Lining

Work Assignment

ac) Public Works & Utilities: Work Assignment for Sidewalk Replacement in Beau Vue Estates

Work Assignment
Scope of Work

ad) Purchasing: Amendment One to Grant Agreement HL203 between the Department of Commerce and the City of Bradenton

Amendment One to HL203

ae) Purchasing: Amendment No. 2 of RFP 23-009EJ with Matrix Consulting Group, LTD

Amendment No. 2 to RFP 23-009EJ with Matrix

af) Purchasing: Construction Contract for Fairfield Acres Drainage Improvements with Spectrum Underground, Inc.

Construction Contract for Fairfield Acres Drainage Improvements

ag) Purchasing: Contract for Judicial Parking Garage Painting Services with Tropical Touch Restoration, Inc.

Contract for Judicial Parking Garage Painting Services

ah) Purchasing: Notice of Recommended Award (NORA) for IFB 25-023MK Asphalt Repair and Replace Services

25-023MK NORA Packet

ai) Purchasing: Notice of Recommended Award (NORA) for IFB 25-024EJ Landscape Maintenance & Mowing Services - West Zone

25-024EJ NORA Packet

aj) Purchasing: Notice of Recommended Award (NORA) for IFB 25-025EJ Landscape Maintenance & Mowing Services - East Zone
25-025EJ NORA Packet

ak) Purchasing: Notice of Recommended Award (NORA) for IFB 25-031NT Traffic Sign Replacement Services
25-031NT NORA Packet

al) Purchasing: Notice of Recommended Award (NORA) for IFB 25-032EJ Fire Station #2 Mast Arm Fabrication and Installation
25-032EJ NORA Packet

am) Purchasing: Third Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.
Third Contract Extension of PB-22-041MK with Thatcher Chemical

an) Purchasing: Third Contract Extension of PB-22-042MK with Biosafe Systems, LLC
Third Contract Extension of PB-22-042MK with BioSafe Systems, LLC

ao) Purchasing: Third Contract Extension of PB-22-043MK with Univar Solutions USA Inc.
Third Contract Extension of PB-22-043MK with Univar Solutions USA

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

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

a) Planning & Community Development: **Quasi-Judicial:** Resolution 25-61 - Public Hearing
Resolution 25-61
Staff Report
Application

b) Administrative Services: Community Development Block Grant (CDBG) 2025-2026 Proposed Use of Funds - PUBLIC HEARING
2025-26 CDBG Funding Recommendations
Presentation

c) City Administration: Resolution 25-66 - Public Hearing
Resolution 25-66

d) Planning & Community Development: ORDINANCE 4054 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-240 OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 18, ARTICLE IX, TO ADD A NEW SECTION 18-242 TO ADOPT MINIMUM MAINTENANCE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4054

e) Planning & Community Development: ORDINANCE 4061 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4061
Staff Report
Boundary Survey

f) Planning & Community Development: ORDINANCE 4062 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND
GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE
PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON, UNDER THE INDUSTRIAL FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4062
Staff Report
Application

g) Planning & Community Development: ORDINANCE 4063 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; DESIGNATING CERTAIN LAND GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON, UNDER THE INDUSTRIAL ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4063
Staff Report
Application

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

a) Legislative: City Council Discussion about the Ward III Seat
b) City Administration: Emergency Procurement Report
c) City Administration: Renaming the Day Dock to the Bradenton Riverwalk Pier
Bradenton Riverwalk Pier Concept

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 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. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Israel Support Proclamation

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A proclamation reading of support for Israeli and American victims.

ATTACHMENTS:
Israel Support Proclamation

City of Bradenton
Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation in support of the people of Israel.

Whereas, the Office of the Mayor of the City of Bradenton presents this proclamation as a symbol of our unrelenting support for the people dedicated to offering humanitarian aid to those across the globe; and

Whereas, the taking of hostages is a criminal act and violates both international law and societal norms. Such actions undermine the very fabric of communities and create lasting harm. It is essential that we stand united in our commitment to peace and the protection of human rights for all individuals; and

Whereas, today, innocent Israeli and American victims remain held as hostages in horrific conditions and their circumstances demand our unwavering attention and action; and

Whereas, it is imperative that we advocate for their release and support initiatives that address the root causes of such conflicts; and

Whereas, the State of Florida government officials and local legislators supported the efforts of Grey Bull Foundation in their rescue mission to bring our residents back home; and

Whereas, all citizens, government officials and agencies must stand in solidarity and continue in their humanitarian efforts to help those in crisis needing assistance in finding their way home.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim my support for the people of Israel**,** and urge all citizens to reflect and stand together in this time of turmoil.

Gene Brown
Mayor
July 23, 2025

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 25-70 - Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approve the $20,215.00 in SHIP funding for a loan on 1003 8th Avenue East, Bradenton, FL 34208. The bid submitted by Pinnacle Group of Sarasota, Inc. for $20,215.00 was determined to be the second lowest but most responsive bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $20,215 in Housing Rehabilitation (SHIP) funding to rehabilitate a single-family home located at 1003 8th Avenue East. The City was awarded SHIP funding from the Financial Housing Finance Corporation through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation.

The funding is provided to the homeowner as a deferred, forgivable loan.

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

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

SUGGESTED MOTION:
Motion to approve Resolution 25-70.

ATTACHMENTS:
Resolution 25-70
Contractor Bids Received
Walkthrough Sign In Sheet
Statement of Work

CITY OF BRADENTON
RESOLUTION NUMBER 25-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION GRANT FOR 1003 8th AVENUE EAST FOR $20,215.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowners **Rhonda Grooms, 1003 8th Avenue East, Bradenton, Florida 34208** (the "Owner") was determined eligible to receive assistance with rehabilitation of her home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Pinnacle Group of Sarasota, Inc. for $20,215.00 was determined to be the second lowest but most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan for **1003 8th Avenue East, Bradenton, Florida 34208** for $20,215.00 for **Rhonda Grooms**;
2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owner, consistent with this Resolution; and
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 23rd DAY OF JULY 2025.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Contractor Bids Received

Date: June 3, 2025
Time: 3:30PM
Project: Rhonda Grooms
1003 8th Ave E
Bradenton, FL 34208

Program: SHIP-Housing Rehabilitation Assistance

Contractor	**Proposal Budget**	Received by:	Time
One Coast Construction LLC/Monica	$25,200.00	Dietra Barfield	5/28/25
Pinnacle Group/Matt	$20,215.00	Dietra Barfield	5/29/25
Ellis Enterprises Construction & Development, Inc.-Nick Ellis	$22,891.20	Dietra Barfield	6/3/25 @1:50PM
Coastal FX Construction LLC-Ivy	$17,010.00	Dietra Barfield	6/2/25

Opened by:

Dietra Barfield, HCD Specialist

6/3/25 3:30pm
Date/Time

Walkthrough Sign In Sheet

Date: May 21, 2025

Project: Rhonda Grooms

1003 8th Ave E

Bradenton, FL 34208

Program: SHIP – Housing Rehabilitation

Contractor Name	Company
Monica Fneal	One Coast Construction
WG Roberts	Coastal FX Construction
Matt Cavalkowski	Fidelis Group
Nick Ellis	Ellis Enterprise Construction
Tim Roberts	Coastal FX Construction

CITY OF BRADENTON

SHIP HOUSING REHABILITATION ASSISTANCE

Date: 5/13/2025
Revised on 5/21/2025

Client: Rhonda Grooms
Property: 1003 8th Ave E
Bradenton, FL 34208
Telephone: 941-348-9461
cudo17662@yahoo.com

Contact for information:
Dietra Barfield
HCD Specialist
City of Bradenton
941-932-9464
dietra.barfield@bradentonfl.gov

STATEMENT OF WORK

Code	Title	Description	Qty	UOM
Gen1.11	PERMITS AND LICENSES	Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.		
Gen1.12	CODE COMPLIANCE	To comply with local and Florida building code.		
Gen1.14	ADDITIONAL INSPECTIONS OR EVALUATIONS	Contractor to schedule additional inspections as indicated by the scope document and advise City immediately of any impact from the inspection reports. (Asbestos, Lead-based paint, Sewer, engineering, etc)		
Gen1.21	SCHEDULING WORK	Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.		
Gen1.22	PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK	Contractor shall take steps to protect house and contents from damage during the project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor is not to leave furniture, appliances, clothing or other house contents unprotected outside the house during the job.		
Gen1.25	VERIFY MEASUREMENTS, SIZES AND QUANTITIES	All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote		
Gen1.29	GENERAL CLEANUP	Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include, but not limited to, damp wiping, sweeping, mopping and vacuuming.		

Code	Title	Description	Qty	UOM
Gen1.80	GENERAL WARRANTY			
		Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.		
Gen1.81	OVERHEAD AND PROFIT			
		Overhead and profit is capped at 20%.		
Rof1.11	REPAIR/REPLACE ROOF STRUCTURE			
			1452	SQ FT
		Remove all roof materials down to the roof deck and remove or set all nails. Remove and dispose of defective decking, drip edge, vent pipe boots and flashing. Install fiberglass shingle and ridge vent. Properly dispose of all debris from roof and yard including sweep for nails.		
		Repair right side	12	SQ FT
Pnt1.10	PAINT EXTERIOR			
		Protect ground with drop cloth. Scrape or pressure wash all loose, peeling, cracked and blistered paint from surface. Spot prime with latex primer.		
		Paint one top coat with latex. Color choice by owner.	1452	SQ FT
		Include SOFFETS/FACIA		

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Reimbursement Agreement for Promotion of Tourism with Manatee County for the Bradenton Area Riverfest Regatta Event

SUGGESTED ACTION: Approve 2026-2027 Reimbursement Agreement between the City of Bradenton and Manatee County for the Bradenton Area River Regatta.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
2026-2027 Reimbursement Agreement between the City of Bradenton and Manatee County for the Bradenton Area River Regatta

FINANCIAL IMPACT:
None. The City of Bradenton will be paying the invoices to ISM USA, LLC and will invoice Manatee County for reimbursement.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve Reimbursement Agreement with Manatee County for the Bradenton Area Riverfest Regatta event.

ATTACHMENTS:
Reimbursement Agreement

REIMBURSEMENT AGREEMENT FOR
PROMOTION OF TOURISM
(BRADENTON AREA RIVERFEST REGATTA EVENT)

THIS REIMBURSMENT AGREEMENT ("Agreement"), is made and entered into as of July 23, 2025, by and between the City of Bradenton, a municipal corporation of the State of Florida (hereinafter "Sponsor") and Manatee County, a political subdivision of the State of Florida (hereinafter "County").

WITNESSETH

WHEREAS, the County has established a Convention and Visitors Bureau for Manatee County to promote travel and tourism to, and events in, the County, through among other things, the use of proceeds of the County's tourist development tax in the manner contemplated in Section 125.0104, Florida Statutes and other legally available funds of the County; and

WHEREAS, Sponsor intends to sponsor a "Bradenton Area RiverFest Regatta" (hereinafter "Event"), through a separate agreement between Sponsor and ISM/USA, an LLC corporation (hereinafter "Organizer"), which will act as owner and organizer of the Event; and

WHEREAS, the Event will serve as an attractor for travel and tourism to Manatee County; and

WHEREAS, it is in the best interest of the County, and serves the mission of the County's Convention and Visitors Bureau, to support the Event to enhance travel and tourism to the County, by reimbursing Sponsor for a portion of the costs of organizing, promotion and staging of the Event in the manner set forth herein.

NOW, THEREFORE, the County and Sponsor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, Agree as follows:

1. EVENT

A. Event. The Sponsor shall, either directly or through its agreement with Organizer, organize and stage the Event, providing the services described in Exhibit "A", attached hereto and incorporated herein by reference.

B. Promotion of Event to Tourists: For the purpose of promoting the Event to tourists, Sponsor shall provide the advertising and promotion services described in Exhibit "B", attached hereto and incorporated herein by reference.

C. Reimbursable Costs: The actual and direct costs insured by Sponsor in providing or procuring the services set forth in Subsections 1.A. & 1.B. shall be considered Reimbursable Costs for the purposes of this Agreement, and no other costs shall be considered Reimbursable Costs.

2. REIMBURSEMENT. The County shall reimburse Sponsor for Reimbursable Costs, in an aggregate amount not to exceed two hundred thousand dollars ($200,000.00) per year subject to the following provisions:

A. Valid Reimbursable Costs: Compliance With Obligations: The County shall reimburse Sponsor for only such Reimbursable Costs as are validly incurred in accordance with the requirements of this Agreement. The County's obligation to provide such reimbursement shall be subject to compliance by Sponsor with its obligations under the Agreement.

B. Submission of Written Request and Invoices: In order to receive reimbursement, Sponsor shall provide the County with a written request, to be submitted to the County, together with (1) written invoices and proofs of payment (a copy of each invoice and a copy of the front and back of each cancelled check or evidence of completed wire transfer), and (2) documentation acceptable to the County reasonably necessary to identify the Reimbursable Costs incurred and funded.

C. Processing and Payment: The County shall, within ten (10) days of receipt, review the invoice and either approve the invoice for payment or request from Sponsor additional information. If the invoice is approved for payment, the County shall remit payment to Sponsor within forty-five (45) days of the date of the original submittal to the County representative. If any amount in the request is disputed by the County, the County shall, as soon as practicable, notify Sponsor and make partial payment of the amount which is not in dispute pursuant to this paragraph. Sponsor and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.

D. Availability of Funds: The County intends to fund the reimbursements to be made hereunder with proceeds of the County's tourist development tax. The obligation of the County to reimburse Sponsor for Reimbursable Costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds, including without limitation proceeds of the County's tourist development tax, as well as other revenues, in amounts sufficient to fund such reimbursements. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County, or to result in a pledge of or lien upon any revenues of the County, including without limitation general revenues or proceeds of the County's tourist development tax.

3. ADDITIONAL OBLIGATIONS OF SPONSOR.

A. Promotion of Tourism in Manatee County. Sponsor shall ensure that all services provided or procured pursuant to Sections 1.A. and 1.B., above, shall include promotion of the Bradenton Area as a tourism destination through the placement of the Bradenton Area Convention and Visitors Bureau logo on all printed or on-line marketing materials. Sponsor shall provide samples, printed proofs or tear sheets, as the case may be, verifying inclusion of such logo together with invoices submitted pursuant to Section 2.

B. Marketing and Promoting Event. Sponsor shall ensure that at least $20,000 is spent on marketing, promoting, and advertising event outside of Manatee County. Sponsor shall provide proof by providing listing of marketing and advertising efforts along with printed proofs or tear sheets as verification of the out of county promotion of the event.

C. Use of Subcontractors: Sponsor may administer this program itself, or by the use of one or more contracting agents, including without limitation, the Organizer and its subcontractors. However, the use of such contracting agents by Sponsor shall not operate as an assignment of its rights or responsibilities under this Agreement. To the extent Sponsor makes use of such contracting agents, Sponsor shall provide copies of any subcontract agreements to the County Administrator upon execution, and shall provide the County with all contact information of the person designated by Sponsor to coordinate the program. Any subcontracting or other agreements Sponsor may enter pursuant to this program shall not name the County as a party. Sponsor shall be solely responsible for paying Organizer from Sponsor's own revenues, and for assuring performance of Organizer pursuant to the agreement between Sponsor and Organizer. Sponsor shall make all such agreements and related records available for inspection as otherwise may be required by law.

D. Financial Records and Accounting: Sponsor shall keep and maintain financial records related to the Event in accordance with generally accepted accounting principles, and shall allow the County or its agents to review and audit same at any time upon reasonable notice. Sponsor shall make all such records

available for inspection as otherwise may be required by law. Sponsor or Organizer shall be responsible for any governmental/regulatory fees or taxes associated with the Event.

4. DURATION AND TERMINATION. This Agreement shall remain in effect for a term of two (2) years, through September 30, 2027. Either party may upon giving notice ninety (90) calendar days prior to the expiration of the term, elect to not renew this Agreement without cause for any reason, Sponsor will ensure that any and all contracts it enters into with contracting agents and advertisers are subject to the County's right of termination pursuant to this paragraph. Upon termination, Sponsor shall provide a final invoice to the County, and the County shall make a final reimbursement then due to Sponsor for all eligible costs incurred on or prior to the date of termination under the Agreement.

5. INDEMINIFICATION; INSURANCE.

A. To the extent permitted by law (and the tort liability limitations set forth in Sections 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damage, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of the Agreement. This provision shall survive the termination of this Agreement. Sponsor shall require the inclusion of a similar provision (without the foregoing tort limitations set forth in Section 768.28) in its agreement with Organizer (and any agreement with any other subcontractor of Sponsor), providing for indemnification of Sponsor and County by Organizer. Sponsor shall also require that Organizer include such a provision in all contracts between Organizer and Organizer's subcontractors.

B. Sponsor, Organizer, and all participating subcontractors, shall carry and provide insurance coverage for the Event, in types and amounts acceptable to the County's risk management official, and provide satisfactory proof of such insurance, naming the County as an additional insured on all applicable insurance policies, no later than ten (10) days in advance of the Event.

6. CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

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

To the County:

Executive Director
Bradenton Area Convention and Visitor Bureau
P.O. Box 1000
Bradenton, FL 34206
(941) 729-9177
(941) 729-1820 (fax)

To Sponsor: Mayor
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
(941) 932-9400
(941) 932-9548 (fax)

8. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation, Organizer, and subcontractors of Sponsor and Organizer, and any providers of promotional, advertising or other services, or goods, purchased by Sponsor. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

9. CONSTRUCTION.

A. Entire Agreement: This Agreement represents the full agreement of the parties.

B. Equal Construction: Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

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

10. AMENDMENTS; WAIVERS; ASSIGNMENT.

A. Amendments: This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Sponsor.

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

C. Assignment: The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

11. VALIDITY. Each of the County and Sponsor represents and warrants to the other its respective authority to enter into this Agreement.

12. SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision of this Agreement should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted

by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of the Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

14. REMEDIES. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

15. ATTORNEYS FEES AND COSTS. Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

16. EFFECTIVE DATE. This Agreement shall take effect as of the date set forth above

WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida
By: Board of County Commissioners

By:_____
County Administrator or Designee

CITY OF BRADENTON, a municipal corporation of the State of Florida

By:_____
Mayor/Pro Tem

ATTEST: Tamara Melton, City Clerk

_____

EXHIBIT "A"
DESCRIPTION OF EVENT

BRADENTON AREA RIVERWALK REGATTA

EXAMPLES OF EVENTS ARE AS FOLLOWS, BUT NOT LIMITED TO:

7 a.m. to 10:00 a.m.	DeSoto Little Anglers Fishing Tournament *Palmetto Pier*
8 a.m. to 11:00 a.m.	St. Stephen's 5K Run *Starts Downtown Bradenton to Palmetto and back*
10 a.m. to 6:30 p.m.	**BRADENTON RIVERWALK FESTIVITIES** World Champion Frisbee Dogs Show World Champion BMX Stunt Show World Champion "XPOGO" Show Family Fun Zone – Bright House/Pittsburgh Pirates Area Food Festival Riverwalk Art Gallery Row- Manatee County Arts Center
11 a.m. to 6:30 p.m.	**RIVERWALK CONCERTS- *TBA*** *At Main Stage behind Riverwalk Splash Pad*
11 a.m. to 6 p.m.	**MANATEE RIVER FESTIVITIES**
Noon to 1:00 p.m.	Formula 2 PowerBoat Qualifying
1:00 p.m. to 2:00 p.m.	Formula 2 PowerBoat Division 2 Races
2 p.m. to 3:30 pm	HydroCross Jet Ski - Qualifying Florida Winter Championship/Mayor's Cup
3:30 to 5 p.m.	Formula 2 PowerBoat Divisiion1 Races Formula 2 PowerBoat Florida Championship
6:30 p.m.	Zambelli International Fireworks Spectacular
7 p.m. to 10pm	Main Street Bradenton Awards/Activity
7a.m. to 6:30pm	**PALMETTO FESTIVITIES**
11a.m. to 5 p.m.	HydroCross Jet Ski…Demos/Stunts/Races Florida Winter Championship/Mayor's Cup Guinness World Records *At Palmetto Pier*
10 a.m. to 6 p.m.	PowerBoat Superleague Official "Dry Pit" *PowerBoat Viewing/Open Lawn Access Across from Riverside Boat Ramp* Launching of PowerBoats Before qualifying Runs/Riverside Boat Ramp *At Regatta Pointe Marina* Food Festival Row *At Riverside West Park* Extreme Sports Zones – Locations TBD Family Fun Zones – Locations TBD Art Gallery Row – Locations TBD
11a.m. to 6:30 p.m.	**SUTTON PARK CONCERTS - TBA**

**The above activities are an anticipated list, which can be changed with mutual agreement between the Executive Directors of the Bradenton Area CVB and the Sponsor without amending the exhibit.*

EXHIBIT "B"

DESCRIPTION OF REIMBURSABLE COSTS:

Examples of Reimbursable Costs are as follows, but are not limited to:

Development, Coordination, Planning

- Logistics of the event programming
- Crowd control plan/venue layout
- City and government event approval meeting
- Marketing, advertising, promotions and social media planning
- Meeting with all permit agencies and government officials to produce event.

Installment Payments

- To various contractors to hold the event such as Zambelli International, Powerboat Super League, show promoters, and concert promoters/talent.
- Schedule of Installment Payments totaling $200,000:

    - **Oct 1 $100,000**
        - Planning/Operations/Public Safety
        - Contracting Deposit – Powerboat Super League (1st Deposit)
    - **November 1 $50,000**
        - Planning/Operations/Public Safety
        - Contracting Deposit – Zambelli International
        - National Concert Talent Deposit
        - National BMX Show Deposit
        - National Dog Show Deposit
        - International XPOGO Deposit
        - Powerboat Super League (2nd Deposit)
    - **December 1 $50,000**
        - Planning/Operations/Public Safety ($30,000)
        - Advertising/Promotions ($20,000) **Outside of Manatee County**

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-60 - (Public Necessity - 2502 Riverside Drive East)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is under contract to purchase the property at 2502 Riverside Drive East, but there are concerns that collateral matters may hinder or delay the transaction. Given the urgency of the temporary lift station project that is planned for the subject site, the eminent domain action would provide an alternative means of acquiring the property to ensure that the project is not delayed. The City has considered all of the relevant factors in determining that the subject property best serves the City's needs for this project (alternatives, cost, environmental factors, long-range planning, safety).

FINANCIAL IMPACT:
The City is under contract to purchase the property for $441,000. If eminent domain is required, the City may incur additional costs.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Move to approve Resolution 25-60.

ATTACHMENTS:

Resolution 25-60

CITY OF BRADENTON

RESOLUTION NO. 25-60

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, DETERMINING THE NECESSITY AND PUBLIC PURPOSE AND AUTHORIZING THE ACQUISITION OF PROPERTY LOCATED IN BRADENTON, FLORIDA BY EMINENT DOMAIN OR THROUGH NEGOTIATION FOR THE PURPOSE OF CONSTRUCTING MUNICIPAL SEWER FACILITIES; AUTHORIZING ATTORNEYS TO INITIATE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE THE NECESSARY PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Bradenton is a municipal corporation of the State of Florida and is authorized under chapters 73 and 74, Florida Statutes, to acquire interest in privately owned lands which are necessary for public use; and

WHEREAS, pursuant to its Home Rule Powers and powers set forth in chapter 73 and 74, Florida Statutes, and sections 166.401, 166.411, and 163.370, Florida Statutes, among other sections, the City of Bradenton has authority to acquire by eminent domain the property described in Exhibit "A" for the public purpose of constructing municipal sewer facilities; and

WHEREAS, the City has located the property, and the City Council finds that the whole property described in Exhibit "A" is necessary to acquire; and

WHEREAS, the City is in full compliance with sections 73.013, 73.014, and 163.370, Florida Statutes, and other general law, as the property to be acquired is not being acquired to eliminate a slum or blighted area, but for purpose of constructing municipal sewer facilities.

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. Fee simple acquisition of the property described herein and in Exhibit "A" is necessary for the purpose of constructing municipal facilities.

3. Acquisition of the interests and property described in Exhibit "A" is necessary to accomplish the public purpose set forth herein.

4. The City Council authorizes the City Administrator and officers, employees, and agents under his supervision to acquire the property described in Exhibit "A," and to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements of this Resolution, for the full, punctual, efficient, and complete implementation and performance of all the terms contained herein and authorized by law and shall deliver any and all papers and instruments, and carry out all acts and things necessary or proper for carrying out the transactions contemplated herein.

5. In addition to Section 4, the City Council hereby authorizes the City Attorney to initiate the eminent domain process, negotiate pre-suit settlements, file pleadings, and pursue, to settlement, final judgement and final appeal, eminent domain proceedings to acquire title to the property described herein, and to take any other necessary action, including hiring experts for the City, necessary to initiate and pursue eminent domain proceedings, and any other actions associated with or arising out of such eminent domain or other related proceedings. The City Attorney is further authorized to accomplish the acquisition of said property by settlement and compromise if same can be affected in accordance with the terms, conditions, and limitations established by the City Council.

6. This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 23RD DAY OF JULY 2025.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Exhibit "A"

Legal Description

2502 Riverside Drive East, Bradenton, Florida, 34205

Lot 1, Block 2, of RIVER HAVEN, according to the Plat thereof, as recorded in Plat Book 4, Page 146, of the Public Records of Manatee County, Florida.

Parcel Identification Number: 1183600004

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-65 - Setting the Public Hearing Time for Resolution 25-66

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This allows the Public Hearings for Resolution 25-66 adopting a Brownfield Area to be called the Tropicana - Public Works Site Reuse Area, to be held as part of the regular City Council Meetings commencing at 8:30 a.m.

F.S. Section 166.041(3)(c)2.a. provides that the governing body must hold one public hearing after 5:00 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by legal counsel.

SUGGESTED MOTION:
Motion to approve Resolution 25-65

ATTACHMENTS:
Resolution 25-65

RESOLUTION NO. 25-65

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, SETTING THE PUBLIC HEARING FOR RESOLUTION 25-66 ADOPTING A BROWNFIELD AREA TO BE CALLED THE TROPICANA – PUBLIC WORKS SITE REUSE AREA TO BE HELD AS PART OF THE REGULAR CITY COUNCIL MEETINGS COMMENCING AT 8:30 A.M.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, F.S. Section 376.80(2)(c)2. provides that the public hearings for adoption of a brownfield area resolution must be in a form established in F.S. Section 166.041(3)(c)2.; and

WHEREAS, F.S. Section 166.041(3)(c)2.a. provides that the governing body must hold one public hearing after 5:00 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day; and

WHEREAS, the City is considering designating property located at 1706 9th Street East, Parcel Number 4633211009 of approximately 28.3100 acres and 9th Street East, Parcel Number 4687900059 of approximately 4.0800 acres, otherwise known as the Tropicana – Public Works Site Reuse Area; (The "Brownfield Area") for the purpose of environmental site rehabilitation and economic redevelopment; and

WHEREAS, it is the desire of the City of Bradenton that both Public Hearings for Resolution 25-66 adopting the Tropicana – Public Works Site Reuse Area (The "Brownfield Area"), be held as part of Regular City Council meetings, which are scheduled at 8:30 a.m.

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

Section 1. That the public hearings for Resolution 25-66, adopting a Brownfield Area, titled:

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA DESIGNATING A BROWNFIELD AREA TO BE CALLED THE TROPICANA – PUBLIC WORKS SITE REUSE AREA WITHIN THE CITY FOR PROPERTY LOCATED AT 1706 9th STREET EAST, PARCEL ID 4633211009 OF APPROXIMATELY 28.3100 ACRES AND 9TH STREET EAST, PARCEL ID 4687900059 OF APPROXIMATELY 4.0800 ACRES (THE "BROWNFIELD AREA") FOR THE PURPOSE OF ENVIRONMENTAL SITE REHABILITATION AND ECONOMIC REDEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Will be held as part of the regular City Council meetings, starting at 8:30 a.m.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING THIS 23RD DAY OF JULY, 2025.

ATTEST:

Tamara Melton, CITY CLERK

Gene Brown, MAYOR

APPROVED AS TO FORM:

Scott Rudacille, CITY ATTORNEY

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the May 28, 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 May 28, 2025, City Council Meeting,

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the May 28, 2025, City Council meeting.

ATTACHMENTS:
05-28-2025 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

May 28, 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, May 28, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; 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 Father Mike Brady with Christ Episcopal Church.

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

Mayor Brown called the meeting to order at 8:32 a.m.

PROCLAMATIONS:

a) Legislative: Code Enforcement Officers' Appreciation Week

Volker Reiss, Code Enforcement Manager, accepted the proclamation and introduced new Code Enforcement staff. Mr. Reiss thanked Police Chief Melanie Bevan for all her support over the years and wished her the best following her retirement.

b) Legislative: National Garden Week

Manatee River Garden Club members accepted the proclamation and thanked Council for their support.

PRESENTATIONS:

a) Administrative Services: Quarterly Employee Recognition

Nilsa Taylor, Administrative Services Director, recognized several employees for exemplary leadership, teamwork, commitment, outstanding support to another department, and creativity in innovative work processes.

Shemeka Standifer, Human Resources Manager, announced that Tiffany Shadik, Public Information Manager, was the first-runner up. Ms. Standifer spoke highly of Ms. Shadik's work ethic and her ability to relay information quickly to the public and Council.

Ms. Standifer announced that Marivel Hernandez, Records Clerk, was the next runner-up. Because Ms. Hernandez was not in attendance, Corey Fortin, Policy, Planning, Procedures, and Real Estate Administrator, accepted the award. Ms. Fortin spoke highly of Ms. Hernandez's work ethic and her accomplishments for the City.

Ms. Standifer announced the Team of the Quarter was Officer Jeff Fox, Officer Connor Horsely, Officer Enzo Rivera, Detective Carl Jones, Officer Kevin Williams, and Reserve Officer Brian Wingate. She explained that recently the Police Department underwent a transition to a new duty weapon system with advanced technology. She said the team of officers collaborated, researched, and developed both on and off duty and lead training, lesson plans, a lecture demonstration, and real-world practical exercises while qualifying the entire agency in proficiency.

Ms. Standifer announced that the employee of the quarter was Nick Orluski, Senior Network Administrator. She said Mr. Orluski's dedication and willingness to assist others make him invaluable.

CITIZEN COMMENTS:

Linda Seybold, 315 Crescent Court East, spoke on the lift station project related to the Contract for Purchase and Sale for 2502 Riverside Drive East.

Glenn Gibellina, 7110 28th Street East, addresses concerns about surplus property and affordable housing. He also voiced concerns about being asked for identification at a Manatee County School Board meeting.

CONSENT AGENDA:

a) City Administration: First Amendment to Retail Lease Agreement Between the City of Bradenton and Orange Blossom Coffee, Inc.
b) Information Technology: Local Government Cybersecurity Grant Program
c) Public Works & Utilities: Purchase Approval for Two 2025 Elgin RegenX Sweepers
d) Public Works & Utilities: Work Assignment for Manhole Lining for Lift Stations 41, 20, 23, 17, and 08
e) Purchasing: Agreement for Manatee Elementary Sidewalk and Safety Improvements with C-Squared Certified General Contractors
f) Purchasing: Recommendation for Award for RFP-25-013MK to Spectrum Underground, Inc. for Fairfield Acres Drainage Improvements

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

Mayor Brown requested that item (f) under New Business by Department Heads, City Attorney, and Council be discussed first.

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

f) City Administration: Proposed Scope and Fees with Dover, Kohl & Partners for an Economic Development Action Plan

Sharon Hillstrom, President/CEO of the Bradenton Area Economic Development Corporation, recommended engaging consultants to create the urban renewal action plan for the City. She said that

after interviewing four firms, Dover Cole & Partners was ultimately decided on. She concluded that the three key pillars were consensus, visualization, and implementation.

Victor Dover, Principal, and Andrew Georgiadis, Senior Project Director with Dover Cole & Partners, presented from various projects and the City of Bradenton Urban Renewal Action Plan.

There was a discussion regarding the apprehension of engaging a consultant because previous consultants did not provide what was expected for the City's vision.

Ms. Hillstrom, Mr. Dover, and Mr. Georgiadis spoke about the City's vision and provided the phases of the project.

MOTION TO APPROVE THE PROPOSED SCOPE AND FEES FROM DOVER, KOHL & PARTNERS TO DEVELOP AN ECONOMIC DEVELOPMENT ACTION PLAN FOR THE CITY OF BRADENTON IN CONJUNCTION WITH THE BRADENTON AREA ECONOMIC DEVELOPMENT CORPORATION AND DIRECT THE CITY'S BUDGET SECTION TO INCLUDE FUNDING FOR THE FISCAL YEAR 2026 OPERATING BUDGET TO FUND THIS PROJECT was made by Vice Mayor Cramer and seconded by Councilwoman Coachman. The motion passed 5-0.

The meeting was recessed at 9:50 a.m. and reconvened at 10:00 a.m.

a) Legislative: Appointment of Police Chief - 10:00 a.m. Time Certain Letter to City Council from Mayor Gene Brown

Mayor Brown announced that Police Chief Melanie Bevan planned to retire in July 2025. He explained that after extensive interviews and vetting a number of highly qualified candidates, he recommended the appointment of Vice Mayor Cramer as the next police chief. Mayor Brown believed that Vice Mayor Cramer could move the Police Department into the future.

Vice Mayor Cramer approached the podium, expressed gratitude to Chief Bevan for her mentorship during his time as the assistant police chief, and committed to serving the community with professionalism, courage, and transparency.

MOVE TO CONFIRM THE APPOINTMENT OF JOSH CRAMER AS THE CITY'S CHIEF OF POLICE was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 4-0 as Vice Mayor Cramer abstained because of a voting conflict.

Mayor Brown announced that the swearing-in ceremony would take place on July 8, 2025, at 9:00 a.m. in the R.B. "Chips" Shore courtroom at the Historic Courthouse.

The meeting was recessed at 10:06 a.m. and reconvened at 10:22 a.m.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: ORDINANCE 4059 - SECOND READING AND PUBLIC HEARING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON'S LAND USE REGULATIONS, CHAPTER 3, DISTRICT REGULATIONS, SECTION 3.2, STANDARD LAND USE ATLAS DISTRICT REGULATIONS, SCHEDULE 3.2.1.2 PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS, TO ADD DOCKS AND PIERS AS A PERMITTED OR SPECIAL USE IN THE URBAN VILLAGE ZONING

DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Planning and Community Development Assistant Director, presented on the Land Use Regulation (LUR) amendment to permit docks in the Urban Village (UV) zoning district. He said it was unclear as to why the district excludes docks, especially since there are properties with water frontage. He explained that a resident approached staff regarding installing a dock on their property and recommended that dock installation be categorized as a Special Use so they could be more thoroughly vetted. Mr. DeLong concluded that the Planning Commission unanimously voted to categorize dock installation as a Special Use on April 16, 2025.

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

MOTION TO APPROVE ORDINANCE 4059 WITH THE UNDERSTANDING THAT DOCKS AND PIERS WOULD BE CATEGORIZED AS A SPECIAL USE was made by Councilwoman Kocher and seconded by Councilwoman Coachman. The motion passed 5-0.

b) City Administration: ORDINANCE 4060 - SECOND READING AND PUBLIC HEARING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA AMENDING CHAPTER 62, ARTICLE IV OF THE CODE OF ORDINANCES TO PROVIDE FOR OVERNIGHT MOORING OF AUTHORIZED VESSELS AT THE PUBLIC DAY DOCK LOCATED AT RIVERWALK PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Rob Perry, City Administrator, explained that Ordinance 4060 would allow overnight mooring for authorized vessels at the day dock, specifically the Gulf Islands Ferry.

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

MOTION TO APPROVE ORDINANCE 4060 was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

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

b) City Administration: Architectural and Engineering Change Order for the Bradenton Police Department Headquarters

Mr. Perry stated that following discussions with the conflict counsel, the City would be settling the amount due for change order five with AECOM.

c) City Administration: Contract for Purchase and Sale for 2502 Riverside Drive East

Mr. Perry discussed the acquisition of land for a temporary lift station to replace Lift Station 13. He explained that the engineering team deemed it essential to implement a temporary solution while enhancing the sizing and capacity of permanent Lift Station 3, which will serve approximately 170 homes.

MOTION TO APPROVE THE CONTRACT FOR SALE AND PURCHASE OF 2502 RIVERSIDE DRIVE EAST was made by Councilwoman Kocher and seconded by Councilman Cramer. The motion passed 5-0.

d) City Administration: Emergency Procurement Report

Mr. Perry said there were emergency purchases for a sewer repair and two roof replacements at River Run Golf Links.

e) City Administration: Health Insurance Renewal for Fiscal Year 2026

Mr. Perry announced that the Insurance and Benefits Committee recommended for the City to remain on the current plan for the next fiscal year.

MOTION TO MOVE FORWARD WITH THE RECOMMENDATION FROM THE INSURANCE AND BENEFITS COMMITTEE TO CONTINUE HEALTH INSURANCE COVERAGE THROUGH FLORIDA BLUE AND RX BENEFITS was made by Councilwoman Gonzalez Moore and seconded by Vice Mayor Cramer. The motion passed 5-0.

g) City Administration: Woodard & Curran Fiscal Solutions and Strategic Funding Plan Proposal for Fiscal Initiative Plan

Mr. Perry presented the Strategic Funding Plan Proposal for the Fiscal Initiative Plan (FIP). He announced that the proposed FIP categorized projects that were driven by the Consent Orders and other improvements in the wastewater system. He concluded that the scope of work focuses on the wastewater system only.

MOTION TO APPROVE THE PROPOSAL FROM WOODARD & CURRAN FOR THE FISCAL INITIATIVE PLAN AS PRESENTED AND AUTHORIZE THE MAYOR TO SIGN ON BEHALF OF THE CITY was made by Councilwoman Kocher and seconded by Councilwoman Barnebey. The motion passed 5-0.

h) Planning & Community Development: Resolution 25-51 - Building Permit Fees Resolution 25-51

Scott Williams, Building Official, and Robin Singer, Planning and Community Development Director, provided a history of how permit fees were charged to the public and the need to them. They emphasized that the increase was essential for the department to be funded appropriately.

MOTION TO APPROVE RESOLUTION 25-51 was made by Vice Mayor Cramer and seconded by Councilwoman Coachman. The motion passed 4-1. Councilwoman Kocher voted no.

UNFINISHED BUSINESS: None

COUNCIL REPORTS:

Councilwoman Coachman appreciated the discussion and recognizing Code Enforcement and the Gardening Club.

Councilwoman Kocher was pleased that she attended the Public Works appreciation luncheon on May 23, 2025.

She said it was with a heavy heart that Vice Mayor Cramer would be leaving the City Council to become Chief of Police, but she was excited that he could bring the perspective of a former council member. She then thanked Chief Bevan for being an amazing leader.

Councilwoman Barnebey said she also had a wonderful time at the Public Works picnic and then offered her condolences to the family of Laura Baden due to her recent passing.

Councilwoman Barnebey congratulated Vice Mayor Cramer for his appointment as Chief of Police.

Councilwoman Gonzalez Moore also congratulated Vice Mayor Cramer and his wife, Maria. She then reminded everyone that hurricane season began the next week and said there was a segment on mental health after a disaster at the Tampa Bay Regional Planning Council Resiliency Summit.

Vice Mayor Cramer congratulated all graduates of Manatee County schools, especially seniors from Saint Stephen's Episcopal School, where he has worked for the past three years. Vice Mayor Cramer thanked Council's support in his becoming the next police chief and said the department would strive to be excellent.

Mayor Brown provided a history on how Chief Bevan protected the City and shaped the police department to where it was today. He explained that there were four internal candidates, and that recommending Vice Mayor Cramer was difficult. He reiterated that the swearing-in ceremony would take place on July 8, 2025, at 9:00 a.m. in the R.B. "Chips" Shore courtroom at the Historic Courthouse.

Mayor Brown also expressed his gratitude for the Public Works department staff and said he enjoyed the appreciation lunch.

DEPARTMENT HEAD REPORTS:

Tim Geer, Fire Chief, announced that the ladder truck was nearly complete, and he expected the apparatus would be delivered in June.

Chief Bevan congratulated Vice Mayor Cramer and announced she would be swearing in her son to a neighboring police department in a couple of weeks' time. She said excellence was what matters in policing because it keeps people safe, as reflected in the Annual Report.

The meeting was adjourned by Mayor Gene Brown at 12:20 p.m.

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

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the June 11, 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 June 11, 2025, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the June 11, 2025, City Council meeting.

ATTACHMENTS:
06-11-2025 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

June 11, 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, June 11, 2025.

Present: Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

Vice Mayor Cramer was excused.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; 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 Pastor Don Sturiano with Kingdom Life Church.

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

Mayor Gene Brown called the meeting to order at 8:32 a.m.

PROCLAMATIONS: None

PRESENTATIONS:

a) Legislative: Celebrating the Achievements of Local High School State Champions

The following students were recognized for their accomplishments:

- Keymani Dillingham with Saint Stephen's Episcopal School for Florida 1A State Champion Track and Field – 100 Meter Hurdle and 400 Meter Hurdle
- Corbin Franklin with Saint Stephen's Episcopal School for Florida 1A State Champion Weightlifting – 129 Pound Olympic Class
- Chandler Johnson with Manatee High School for Florida 3A State Champion Track and Field Event – Long Jump
- Sherrickia King with Manatee High School for Florida 3A State Champion Weightlifting – Olympic Division

Council members congratulated the athletes on their achievements and expressed gratitude for attending the meeting to receive recognition.

Melanie Bevan, Police Chief, acknowledged the members of the Bradenton Police Department's Law Enforcement United Cycling Team. Police Officer Small explained that the team participates in the 250-mile Law Enforcement United "Road to Hope" ride to honor fallen law enforcement officers and support their families.

CITIZEN COMMENTS:

Rodney Jones, Bradenton, reiterated past concerns about interactions with the Bradenton Police Department.

Pat Simmons, Manatee County, requested that there be an increase in the number of handicapped parking spaces in downtown Bradenton.

CONSENT AGENDA:

a) Administrative Services: Resolution 25-64 - One Coast Construction LLC Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
b) City Administration: HUD Rider to Amended and Restated Land Use Restriction Agreement (LURA) for Pearl Homes Partnership Eight, LLC for The Metropolitan
c) City Administration: Retail Lease Agreement with Pink & Navy, LLC DBA Suellen's Studio
d) Clerk: Minutes from the April 30, 2025, City Council Workshop
e) Clerk: Minutes from the May 14, 2025, City Council Meeting
f) Legislative: Resolution 25-54 - Planning Commission Appointment
g) Police: Acceptance of the FY 2025-2026 High Intensity Drug Trafficking Area (HIDTA) Grant Award
h) Police: Budget Adjustment BA25-06 Budget Adjustment 25-06
i) Police: Forfeiture Funds Expenditure Request
j) Police: Opioid Expenditure Request Opioid Expenditure Memorandum
k) Public Works & Utilities: State Highway Lighting Maintenance and Compensation Agreement Work Order for Contract ASH57
l) Purchasing: Agreement PB-22-033NT with Atlantic Pipe Services, Inc.
m) Purchasing: Agreement PB-25-028NT with Kemira Water Solutions, Inc.
n) Purchasing: Agreement PB-25-029NT with Brett M. Muscat DBA Muscat Painting & Decorating
o) Purchasing: Agreement PB-25-030MK with Hydromax USA LLC
p) Purchasing: Agreement PB-25-034NT with Roadway Management Technologies, LLC
q) Purchasing: Agreement PB-25-035EJ with Murphy Pipeline Services, LLC
r) Purchasing: Fourth Amendment to Contract for RFP 22-031NT with Ceres Environmental Services, Inc.
s) Purchasing: Fourth Amendment to Contract for RFP 22-031NT with DRC Emergency Services, LLC
t) Purchasing: Notice of Recommended Award (NORA) for RFP 25-006NT to The Car Park, LLC for
u) Purchasing: Notice of Recommended Award (NORA) for IFB 25-009NT to Tropical Touch Restoration, Inc. for Judicial Center Parking Garage Painting Services
v) Purchasing: Notice of Recommended Award (NORA) for IFB 25-024EJ Landscape Maintenance & Mowing Services - West Zone 25-024EJ
w) Purchasing: Notice of Recommended Award (NORA) for IFB 25-025EJ Landscape Maintenance & Mowing Services - East Zone 25-025EJ
x) Purchasing: Second Amendment to PB-22-007TWS with Consolidated Resource Recovery, Inc.
y) Police: License Agreement for the Manatee Technical College/City of Bradenton Law Enforcement Training Center
z) Public Works & Utilities: Amendment 2 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan

Rob Perry, City Administrator, explained that Consent Agenda items (v) and (w) would be brought back to Council at a later date.

MOTION TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEMS V AND W was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 4-0. Vice Mayor Cramer was excused.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: **Quasi-Judicial**: Resolution 25-57 - PUBLIC HEARING - Presentation Upon Request

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0009 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 440 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3318900002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OR PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Planning and Community Development Assistant Director, explained that Joseph Bennett with The Brown Bag restaurant submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 440 12th Street West. He stated that the property received approval on November 17, 2004, which permitted two tables on 12th Street West and six tables in the adjacent alleyway.

Mr. DeLong explained that the owners were proposing two tables in the front and five tables in the alleyway, which is a reduction of what was approved before. Inside the establishment, he continued, there would be five tables and 20 chairs; however, no bussing or hostess station would be included. He concluded that the applicant requested to keep all of the outdoor furniture stored outside in the alleyway up against 440 12th Street West.

"STAFF COMMENTS:

1. *City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.*
2. *It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.*

The Planning Commission met on May 21, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-57, Case PLN-SUP-24-0009 with the following stipulations:

a. *The sidewalk café is permitted no more than 7-tables and 28-chairs.*
b. *The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.*
c. *Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.*
d. *After the business is closed, all furniture (7-tables and 28-chairs) must be stored in the alleyway located to the south of the building. The tables shall be placed adjacent to the building unit and the alleyway gates shall be secured when the business is closed.*
e. *Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.*

f. *The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.*
g. *Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.*
h. *Any future increase in seating for the sidewalk café area shall be approved by City Council."*

Mr. Perry voiced concerns about furniture storage, Americans with Disabilities Act (ADA) requirements for clearance, security factors regarding closing the gates to the alleyway, access to the parking lot, and adequate lighting.

Councilwoman Kocher raised concerns regarding the gate's placement on a right-of-way and its implications for safety. She emphasized the need for additional lighting and proposed establishing a policy for the gate. Additionally, she discussed the business's operating hours and the storage of furniture.

Councilwoman Barnebey voiced concerns about the adjacent tenant and how that could impede pedestrian traffic.

Chief Bevan also voiced concerns about the lack of camera coverage and lighting in the alleyway.

Joseph Bennett, Agent, clarified that he would like to install the same seating that was approved in 2004. He said that the business does not have a liquor license and would only be selling beer and wine. He concluded that the hours of operation would be 7:00 a.m. to 3:00 p.m. Monday through Sunday and Friday and Saturday nights from 8:00 p.m. to 2:00 a.m.

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

Captain Brian Thiers preferred to keep the alleyway open, as it feeds from a public street to a private lot. Mayor Brown said he didn't know how many people used the alleyway, but he suggested keeping the gates unlocked when the alleyway is not in use and putting more tables in front of the establishment.

Scott Rudacille, City Attorney, suggested a continuation until the July 23, 2025, City Council meeting so the applicant could redesign the site plan in accordance with the comments, and the applicant agreed to the request.

MOTION TO CONTINUE THE HEARING FOR RESOLUTION 25-57 UNTIL THE JULY 23, 2025, CITY COUNCIL MEETING BEGINNING AT 8:30 A.M. TO ALLOW FOR STAFF AND THE APPLICANT TO RECTIFY CONCERNS REGARDING OUTSIDE SEATING was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 4-0. Vice Mayor Cramer was excused.

b) Planning & Community Development: **Quasi-Judicial**: Resolution 25-58 - PUBLIC HEARING - Presentation Upon Request

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0010 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 313 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3295000008), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR

SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. DeLong explained that Joseph Bennett with Shuck It restaurant submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 313 12th Street West. He said Shuck It was a new business in downtown Bradenton located at the former The Bamboozer location.

Mr. DeLong announced that the Planning Commission put a stipulation that the picnic tables be removed and that chair tables and chairs be placed outside instead. He concluded that the applicant requested to keep the furniture outside up against the building at night.

"STAFF COMMENTS:

1. *City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.*
2. *It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.*

The Planning Commission met on May 21, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-58, Case PLN-SUP-24-0010 with the following stipulations:

a. *The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.*
b. *Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.*
c. *No more than 3 tables and up to 20 chairs may remain on the sidewalk when the business is closed. The tables and chairs shall be placed adjacent to the building unit and locked with a cable lock.*
d. *Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.*
e. *The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.*
f. *Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.*
g. *Any future increase in seating for the sidewalk café area shall be approved by City Council."*

Mr. Bennett requested bringing the chairs inside and pushing the tables up against the building at night after the business closes.

Following a brief discussion, Mr. Bennett agreed to move the outside seating to the enclosed patio area on the south side of the building.

Chief Bevan asked that the applicant apply to the business trespass program to give the police the authority to act independently and remove people sleeping on the tables from the property.

Attorney Rudacille requested a ten-minute recess to change the wording regarding storing outside seating when the business was closed.

The meeting was recessed at 10:16 a.m. and reconvened at 10:29 a.m.

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

MOTION TO APPROVE RESOLUTION 25-58 WITH STIPULATION C REVISED TO READ, "TABLES AND CHAIRS SHALL BE REMOVED FROM THE PUBLIC SIDEWALK BY MIDNIGHT OR WHEN THE LAST OUTSIDE DINING CUSTOMER HAS LEFT, WHICHEVER COMES FIRST. THE TABLES WILL BE MOVED TO THE ENCLOSED PATIO AREA ON THE SOUTH SIDE OF THE BUILDING" was made by Councilwoman Coachman and seconded by Councilwoman Kocher. The motion passed 4-0. Vice Mayor Cramer was excused.

c) Planning & Community Development: **Quasi-Judicial**: Resolution 25-59 - PUBLIC HEARING - Presentation Upon Request

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0011 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 436 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3318900002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. DeLong explained that Joseph Bennett with Craftails submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 436 12th Street West. He said while a sidewalk café has been in place at the subject property, the Special Use process will ensure compliance with the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council. Mr. DeLong concluded that new furniture would be purchased for outside seating and would be removed at the end of the day and brought inside the business.

"STAFF COMMENTS:

1. *City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.*
2. *It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.*

Planning Commission met on May 21, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-59, Case PLN-SUP-24-0011 with the following stipulations:

a. *The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.*
b. *Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.*
c. *Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.*
d. *The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.*
e. *Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.*
f. *Any future increase in seating for the sidewalk café area shall be approved by City Council."*

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

MOTION TO APPROVE RESOLUTION 25-59 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Coachman. The motion passed 4-0. Vice Mayor Cramer was excused.

d) Planning & Community Development: Quasi-Judicial: Resolution 25-60 - PUBLIC HEARING - Presentation Upon Request

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0012 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 430 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3319000000), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. DeLong explained that Joseph Bennett with Pour Decisions submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 430 12th Street West. While a sidewalk café has been in place at the subject property, the Special Use process will ensure compliance with the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council. He concluded that the applicant requested permission to leave the three tables with built-in seats on the public sidewalk after business hours or after closing.

"STAFF COMMENTS:

1. *City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.*
2. *It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.*

Planning Commission met on May 21, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-60, Case PLN-SUP-24-0012 with the following stipulations:

a. *The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.*
b. *Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.*
c. *No more than 3 tables with built-in seats (4 seats in each) may remain on the sidewalk when the business is closed.*
d. *Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.*
e. *The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.*
f. *Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.*
g. *Any future increase in seating for the sidewalk café area shall be approved by City Council."*

Mayor Gene Brown said he felt the tables in place were dirty and broken, and he suggested purchasing tables with separate chairs that could be stored inside while the business was closed. Councilwoman Barnebey agreed and suggested the applicant purchase new furniture for outside seating.

Mr. Bennett agreed to purchase new outdoor seating and requested a continuation of this item.

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

MOTION TO CONTINUE THE HEARING FOR RESOLUTION 25-60 UNTIL THE JULY 23, 2025, CITY COUNCIL MEETING BEGINNING AT 8:30 A.M. TO ALLOW FOR THE APPLICANT TO REDESIGN AN OUTSIDE SEATING AND OVERNIGHT FURNITURE STORAGE PLAN was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 4-0. Vice Mayor Cramer was excused.

e) Planning & Community Development: ORDINANCE 4054 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-240 OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 18, ARTICLE IX, TO ADD A NEW SECTION 18-242 TO ADOPT MINIMUM MAINTENANCE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for July 23, 2025.

f) Planning & Community Development: ORDINANCE 4061 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for July 23, 2025.

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

a) Legislative: City Council Discussion about the Ward III Seat

Due to Vice Mayor Cramer's nomination as Police Chief, Mayor Brown stated that the Ward III seat would be vacant on July 8, 2025. He asked Council to decide how to fill the position. He suggested informing the public and that the City Clerk would accept resumes and letters of interest before July 9, 2025. He added the Council could address the matter at the July 23, 2025, meeting. He said the prerequisites for the seat were that interested parties needed to be a qualified elector and ward resident. It was the general consensus of Council to move forward with the process the Mayor suggested.

UNFINISHED BUSINESS: None

COUNCIL REPORTS:

Councilwoman Kocher cautioned everyone stay hydrated because of the summer heat.

Councilwoman Marianne Barnebey sent her condolences to the families of Cynthia Newell, Majorie Martini, Lenore Lou "Bunny" Schneider, and Reverend Donald Roberts due to their recent passing. She paid tribute to them because of how important they all were to the community.

Councilwoman Gonzalez Moore questioned whether hosting a workshop focused on a vision for downtown would be beneficial, as it could simplify the process for applicants when matters are presented to the Council. She then said it was a pleasure to work with Chief Bevan and wished her all the best in her future endeavors.

Councilwoman Coachman announced that the Manatee Juneteenth Community Festival would be at the 13th Avenue Dream Center on June 21, 2025, from 12:00 p.m. to 5:00 p.m. and encouraged everyone to attend. She also announced that Father's Day was that month and announced that the meeting was Chief Beven's last City Council meeting.

Mayor Brown announced that there would be a Bradenton Nine Devils historical marker unveiling at LECOM Park on June 14, 2025, and that night at the game, Councilwoman Coachman would be throwing out the first pitch.

DEPARTMENT HEAD REPORTS:

Chief Bevan spoke fondly about memories she had during her tenure at the City. She was interested in meeting with Council before her retirement and thanked them for their support over the years.

Chief Geer was pleased to announce that the Fire Department was almost finished with the accreditation process, Fire Station Two construction was on schedule, and he anticipated that firefighters would move in within the next three months.

Irvin Lee, Public Works and Utilities Director, said the City was preparing for hurricane season.

Mr. Perry wished Mayor Brown a happy birthday and said he felt it was refreshing to work for an individual who was a great leader, a great friend, and an all-around good person.

Nilsa Taylor introduced Vicki White, the new Housing and Community Development Manager. She said Ms. White began working for the City 2002, left for a few years, and because of housing and grant experience, was gracious enough to return to fill the position.

Attorney Rudacille announced he would provide a Sunshine Law and Public Records refresher course after the new council member came on board.

The meeting was adjourned by Mayor Gene Brown at 11:36 a.m.

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

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the June 18, 2025, City Council Special Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the June 18, 2025, City Council special meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the June 18, 2025, City Council special meeting.

ATTACHMENTS:
06-18-2025 City Council Special Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL SPECIAL MEETING MINUTES

June 18, 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, June 18, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Joseph Wiesman, Assistant Police Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

Mayor Brown opened the special meeting at 8:30 a.m.

CITIZEN COMMENT ON AGENDA ITEMS: None

NEW BUSINESS:

a) Police: Florida Division of Emergency Management Grant Agreement

Jeremy Giddens, Police Department Grants and School Speed Zone Program Specialist, announced the grant agreement was for the purchase of four high-definition camera trailers. He explained that the grant acceptance would expire in July and subscription fees of $5000 per year would begin in year four.

MOTION TO APPROVE THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT AGREEMENT was made by Councilwoman Barnebey and seconded by Councilwoman Kocher. The motion passed 4-0. Vice Mayor Cramer was excused.

The meeting was adjourned by Mayor Gene Brown at 8:34 a.m.

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

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the June 25, 2025, City Council Special Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the June 25, 2025, City Council special meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the June 25, 2025, City Council special meeting.

ATTACHMENTS:
06-25-2025 City Council Special Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL SPECIAL MEETING MINUTES

June 25, 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 8:31 a.m. on Wednesday, June 25, 2025.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

Vice Mayor Cramer and Councilwoman Barnebey were excused.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Tim Geer, Fire Chief; Irvin Lee, Public Works and Utilities Director; Heidi Warnemunde, Finance Director; Tamara Melton, City Clerk; and Marissa Powers as City Attorney.

Mayor Brown opened the special meeting at 8:31 a.m.

NEW BUSINESS:

a) Resolution 25-63 - Bradenton Local Participation Fund - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF BRADENTON, FLORIDA, IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS AGAINST PRIVATE FOR-PROFIT AND NOT-FOR-PROFIT HOSPITALS WITHIN THE CITY LIMITS FOR THE CITY'S FISCAL YEAR COMMENCING OCTOBER 1, 2025, FOR THE PURPOSE OF BENEFITING ASSESSED PROPERTIES THROUGH MEDICAID AND MEDICAID MANAGED CARE PAYMENTS FOR PROVIDING HEALTH CARE SERVICES TO MEDICAID, INDIGENT, AND UNINSURED MEMBERS OF THE CITY OF BRADENTON COMMUNITY; FINDING AND DETERMINING THAT SUCH PROPERTIES ARE SPECIALLY BENEFITED BY THE ASSESSMENTS; APPROVING THE METHOD OF CALCULATING AND APPORTIONING THE ASSESSMENTS; PROVIDING THE METHOD OF COLLECTING THE ASSESSMENTS; AUTHORIZING AND DIRECTING THE DIRECT BILLING OF THE ASSESSMENTS TO THE OWNERS OR LESSEES OF ASSESSED PROPERTIES; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Rob Perry, City Administrator, explained that the resolution passed last year set the special assessment percentage that hospitals in the City could receive reimbursement through the Federal Government for Medicare and Medicaid procedures. He said Resolution 25-63 would set that special assessment percentage for next year.

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

Glen Gibellina, Manatee County, voiced concerns that public comment on future agenda items was not included on the agenda. Attorney Powers noted that typically, citizen comment is not required during special meetings, and it was the Mayor's discretion to allow for citizen comment outside of the public hearing.

Collen Ernst, Counsel for Adelanto Healthcare Ventures, explained that they work with the hospitals in the City of Bradenton to ensure the highest reimbursement from the federal government for patients that utilize Medicare or Medicaid.

The public hearing was closed.

Councilwoman Kocher inquired whether this rate could be affected by any new legislation enacted at the federal level. Ms. Ernst clarified that Council usually discusses the rate in September each year; however, potential changes at the federal level could impose a limit on the reimbursement rate. Under the direction of Governor DeSantis, she continued, healthcare agencies were requested to provide rate adjustments prior to July 1, 2025, in order to optimize savings. She determined that the assessment would impact only three properties within the City: Suncoast Behavioral Health, Manatee Memorial, and Blake Hospital.

MOTION TO APPROVE RESOLUTION 25-63 was made by Councilwoman Coachman and seconded by Councilwoman Gonzalez Moore. The motion passed 3-0. Vice Mayor Cramer and Councilwoman Barnebey were excused.

The meeting was adjourned by Mayor Gene Brown at 8:41 a.m.

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

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Designation of the CRA to Manage the Sale of City-Owned Properties located at 1525 Ballard Park Drive, 1403 Ballard Park Drive, and 907 15th Street West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
An unsolicited bid was received to purchase the City owned properties located at 1525 Ballard Park Drive, 1403 Ballard Park Drive, and 907 15th Street West.

Proposal of the City to designate the CRA to manage the disposition of the above properties. This strategic alignment promises significant benefits, including accelerated redevelopment, a streamlined process, adherence to the CRA's core mission of eliminating slum and blight, and enhanced economic growth.

FINANCIAL IMPACT:
N/A

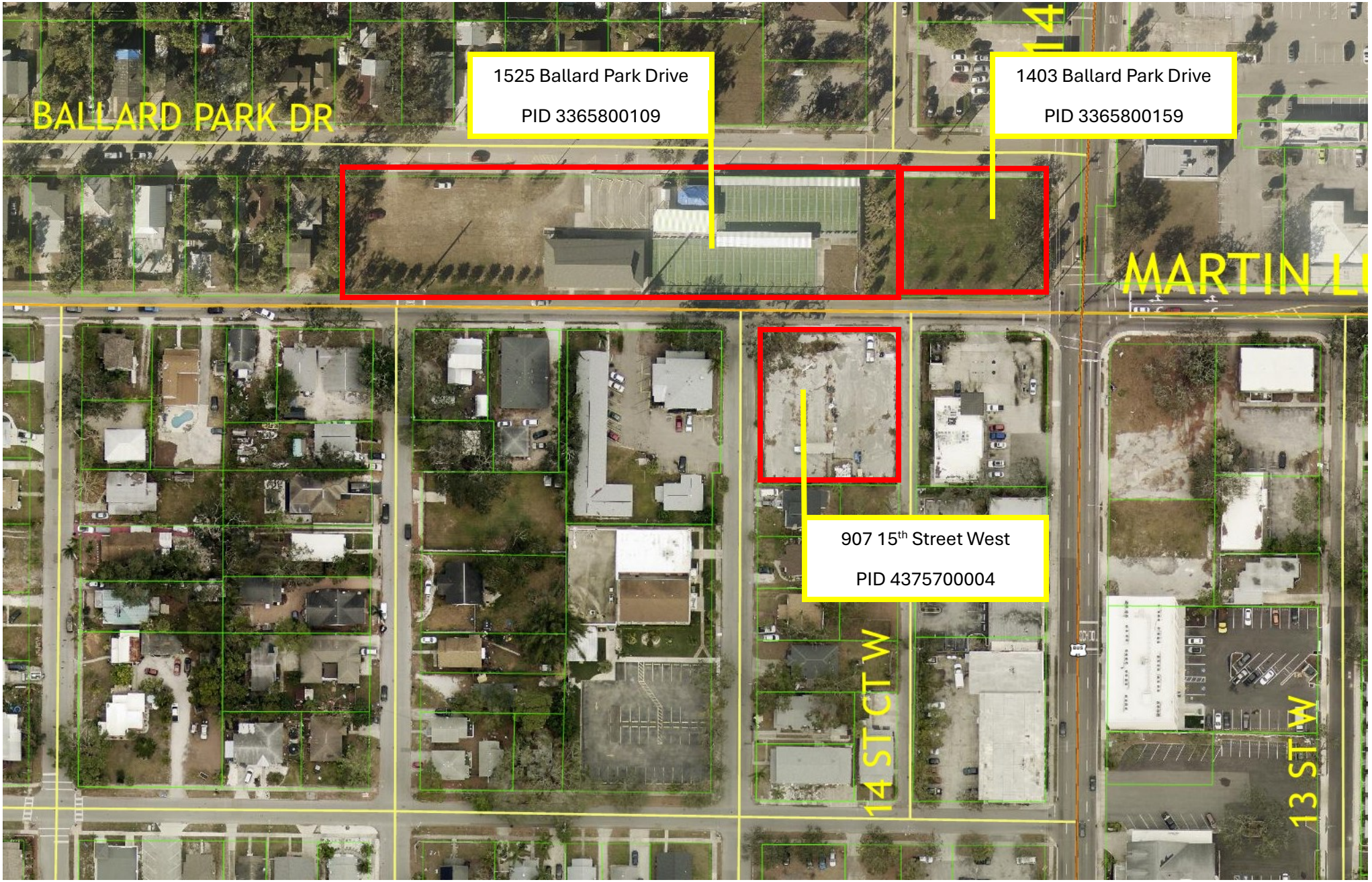
ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille was consulted.

SUGGESTED MOTION:
Motion to direct the Bradenton CRA to manage the sale of the City owned properties located at 1525 Ballard Park Drive, PID No. 3365800109, 1403 Ballard

Park Drive, PID No. 3365800159, and 907 15th Street West, PID No. 4375700004.

ATTACHMENTS:
Location Map for City Owned Properties

Location Map: City owned properties: 1525 Ballard Park Drive, PID No. 3365800109, 1403 Ballard Park Drive, PID No. 3365800159, and 907 15th Street West, PID No. 4375700004.



AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: BAM!Fest 2026

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: Sponsor to provide monitors for the vendor trailer check-in area, 9 Bradenton Police Department Extra Duty Officers, 1 Bradenton Police Department Extra Duty Supervisor, 20 Port-o-Lets onsite, 12 Public Works Extra Duty Staff and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Realize Bradenton is requesting approval to host their 2nd annual BAM!Fest on March 28, 2026, at Riverwalk Park. They have an expectation of 8,000 attendees. The festival will feature art demonstrations and musical entertainment along the Riverwalk. They will offer food and alcohol drink options. Hours of event: 11 a.m.-7 p.m.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bam!Fest event with the stipulations recommended by

staff.

ATTACHMENTS:
BAM!Fest 2026 Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton Date of Application: 3/3/25

Contact Name: Kristie Kindstrom Contact Phone 1: 941-718-0114

Contact Email: kristie@realizebradenton.com Contact Phone 2: _____

Address: 1015 Manatee Ave W.

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: BAM! Fest 2026 Event Date: 3/28/26

Purpose of Event: Art + Music Festival

Description of Event: Community event w/ art + music

Event Location: Riverwalk - Bridge to Bridge

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	3/27/26	Friday	7am	Saturday 11 am	#
Event Day 1	3/28/26	Saturday	11 am	7pm	8K
Event Day 2					
Event Day 3					
Break Down	3/29/26	Sunday	Saturday 7pm	Sunday 12pm	

Number of years event has been held: 1 Past Attendance: 8K

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
2 40x40	40 10x10	Riverwalk
1 40x60	1 15x15	Rossi Lot
1 20x20		

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) Pavilion + Amphi

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

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

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Vendors

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Bands, DJ, Backline

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

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

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? (Yes) No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan. 25 + 2 COB

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Kristie Kindstrom, applicant/event organizer for BAM! Fest (event), scheduled for (date&hours), 3/27-3/29/26, from 7am to 12pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristie Kindstrom
Signature of Applicant/Event Organizer

Realize Bradenton
Organization

Kristie Kindstrom - Event Mgr.
Typed or Printed Name and Title

3/3/25
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.

Kristie Kindstrom
Signature of Applicant/Event Organizer

Realize Bradenton
Organization

Kristie Kindstrom
Typed or Printed Name and Title

3/3/25
Date

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

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

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

Rossi Parking Lot Only

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

2 COB
3 seats

Portolets

Food Vendors



BRADENTON ART & MUSIC FESTIVAL
BAM! FEST
An Immersive Bradenton Arts Experience

3/28/26 Event

Food Vendors

Portolets
5 + ADA

Food Vendors

Portolets
10 + 5 seat trailer
2 ADA

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive New Year's Eve Celebration

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: four Bradenton Police Department Extra Duty Officers, four Public Works Extra Duty Staff, Port-o-Lets onsite, barricade fencing around VIP section and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions has submitted an application for Bradenton Alive New Year's Eve Celebration. The event will be held 8 p.m.-12:30 a.m. on December 31, 2025, at the Riverwalk Pavilion area. They have an expectation of 2,000 in attendance. The event will feature live music, food trucks, merchandise vendors, VIP section, ball drop, and fireworks.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Alive New Year's Eve Celebration with the stipulations recommended by staff.

ATTACHMENTS:
Bradenton Alive New Year's Eve Celebration Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 4/7/2025

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-448-0229 David Lay

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive New Year's Eve Celebration

Event Date: 12/31/2025

Purpose of Event: holiday celebration

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

Event Location: Rossi Park

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): amplified sound down Riverwalk sidewalk	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	12/31/2025	Wednesday	2pm		
Event Day 1	12/31/2025	Wednesday	8:00pm	12:30am	2000
Event Day 2					
Event Day 3					
Break Down	1/1/2026	Thursday	12:30am	2:30am	

Number of years event has been held: 2

Past Attendance: 1500

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10'x10'	10	parking lot, over beer stations if needed

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: 110/220v

Will a generator be used? Yes No Size of generator: 20kw

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? food trucks, trailers and food tents

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

2 live bands and 1 DJ with sound reinforcement to cover park and down Riverwalk sidewalk

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.

merchandise vendors, face painters, VIP area catered with seating and fencing separating the area from general seating

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? ~~Yes~~ No

Solid Waste Service? ~~Yes~~ No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? ~~Yes~~ No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Kristen Lee Coats, applicant/event organizer for Nightlife Productions, LLC (event), scheduled for (date&hours), 12/31/2025-1/1/2025, from 8pm to 12:30am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	4/7/2025
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	4/7/2025
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

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

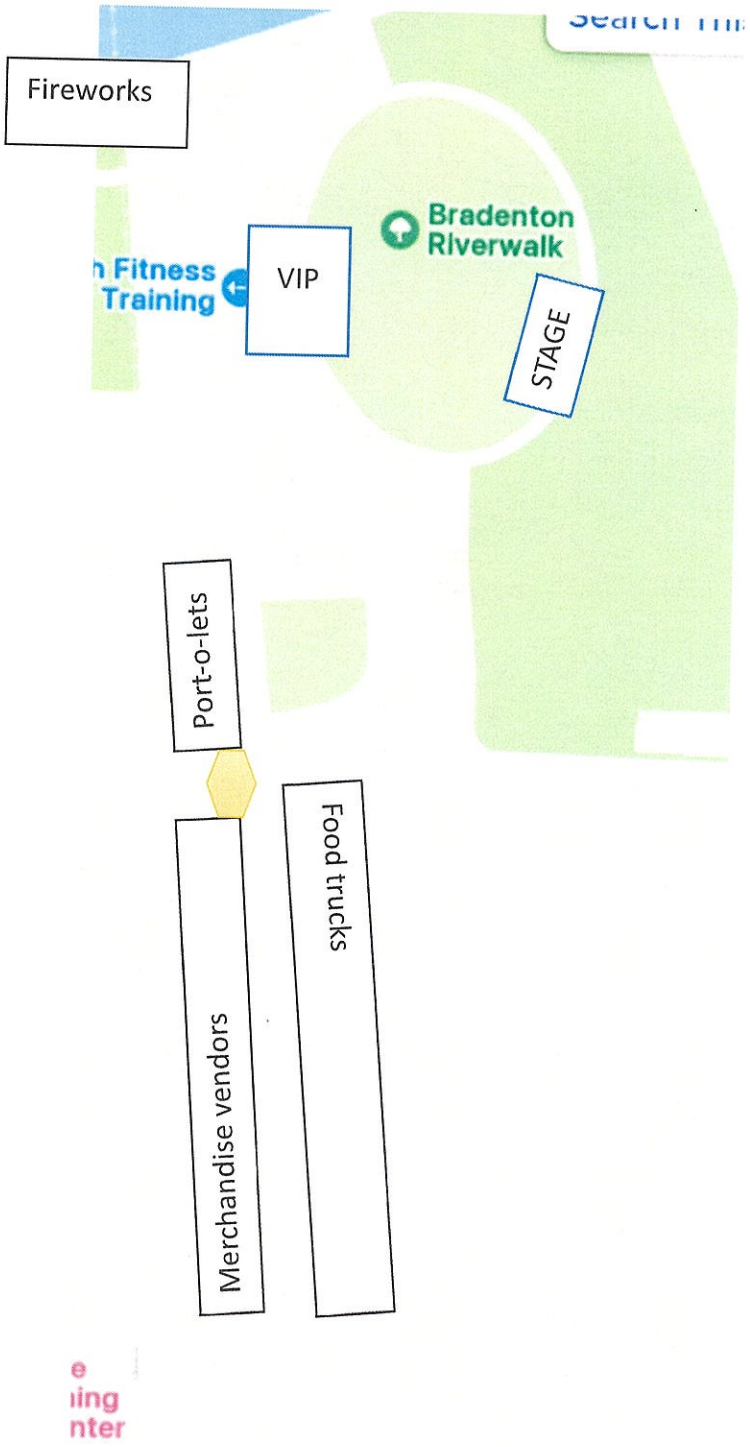
Proposed roads to close (specific locations, include map):

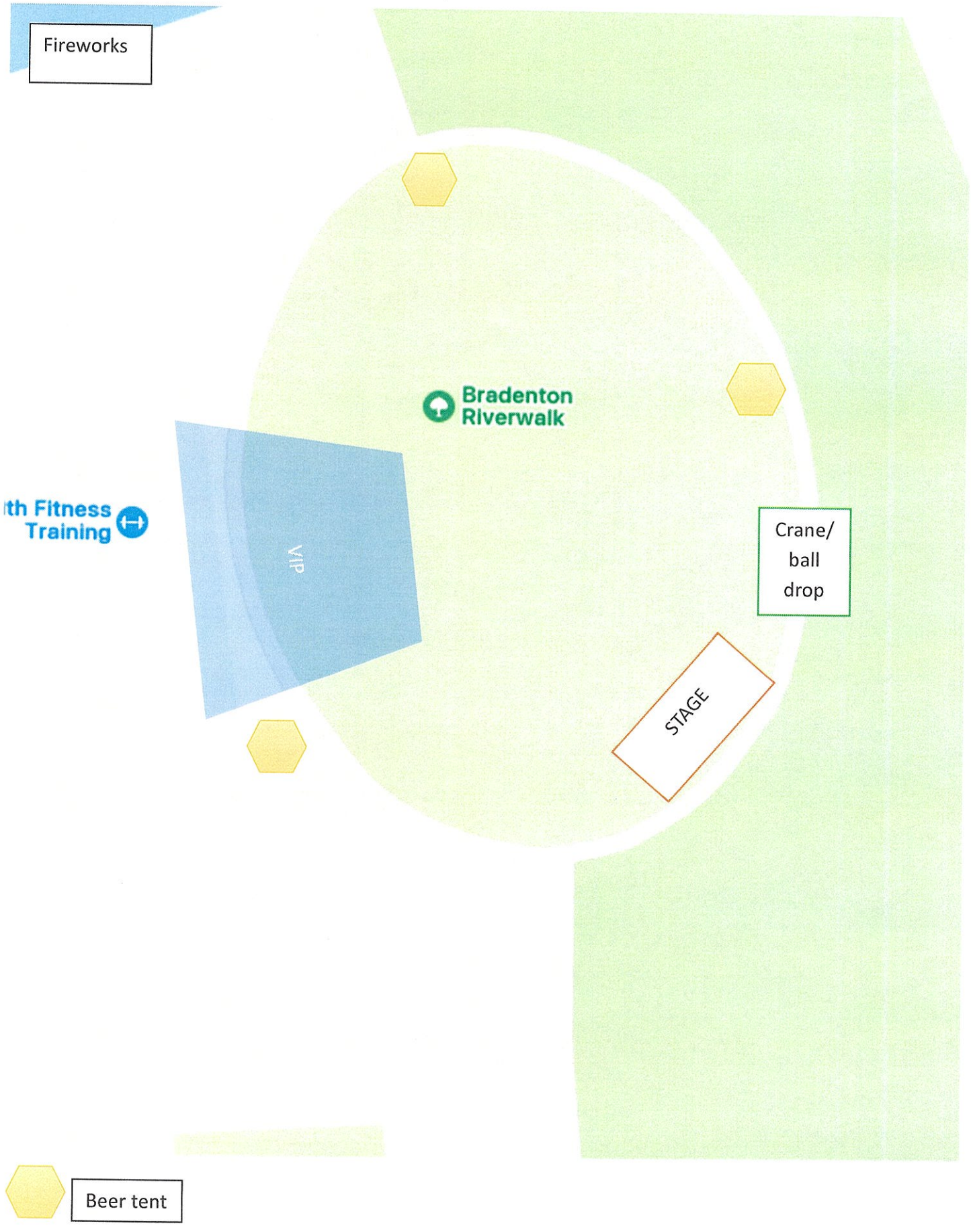
Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

Bradenton Alive New Year's Eve Site Map 12/31/2025




Fireworks
Bradenton Riverwalk
th Fitness Training
VIP
Crane/ ball drop
STAGE
Beer tent

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Public Market

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: two Bradenton Police Department Extra Duty Officers, 3 Public Works Extra Duty Officers and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Realize Bradenton has submitted an application for the Bradenton Public Market to be held on Saturdays from October 4, 2025 through May 30, 2026. The market will be held 9 a.m.-2 p.m. with an expectation of 2,500 in attendance. The market will feature local vendors and musicians.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Public Market events with the stipulations recommended by staff.

ATTACHMENTS:

Bradenton Public Market Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton

Date of Application: 5/8/2025

Contact Name: Karen Corbin

Contact Phone 1: 941-301-8445

Contact Email: Karen@realizebradenton.com

Contact Phone 2: 860-2147-763

Address: 1015 Manatee Ave. West

City: Bradenton, State: FL Zip: 34205

Event Information

Name of Event: *Bradenton Public Market* Event Date: *Saturdays 10/4/2025 - 5/30/26*

Purpose of Event: *Activate Old Mains Street. Support local Small businesses*

Description of Event: *Market of local vendors with musicians*

Event Location: *Old Main Street*

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup		Saturdays	6am	9:am	
Event Day 1		Saturdays	9am	2pm	2,500
Event Day 2					
Event Day 3					
Break Down		Saturdays	2pm	3pm	

Number of years event has been held: 13_____ Past Attendance: 2,000 - 3000_

Tent Size	Number of Tents	Tent Location
10 x 10	100	Old Main St. 3rd Ave. 4th Ave

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

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

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: PowerBoxes

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

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

Vendor Information

Will the event offer food? **Yes** No

Where will the food be prepared? On site and off site_____

Will cooking equipment be used? **Yes** No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sterno

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.

Solo musicians amplified by small amp.

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.

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** COB Parking Garage Restrooms

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old

Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

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

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

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

I, Karen Carbin, applicant/event organizer for Public Market (event), scheduled for (date&hours), 10/4/25 - 5/30/26, from 9:00 am to 2:00 pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Karen Carbin — Signature of Applicant/Event Organizer

Realize Bradenton — Organization

Karen Carbin - Executive Director — Typed or Printed Name and Title

5/13/25 — 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.

Karen Carbin — Signature of Applicant/Event Organizer

Realize Bradenton — Organization

Karen Carbin — Typed or Printed Name and Title

5/13/25 — Date

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

Name of Requestor: *Karen Corbin*

Name of Organization: *Realize Bradenton*

Street Address: *1015 Manatee Ave. W*

City: Bradenton State: *FL* Zip: *34205*

Telephone: 860-214-7763 Email: *Karen@realizebradenton.com*

Name of Event: *Bradenton Public Market*

Start Date: *Oct. 4, 2025* End Date: *May 30.2026* Start Time: *6am* — End Time: 3pm

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

Old Main Street from Manatee Ave. to Westminster
3rd Ave W from Parking Garage to 13th St. W
4th Ave W from Parking Garage to 13th St. W

Proposed detour route (include alternative road and map):

Additional notes and comments:

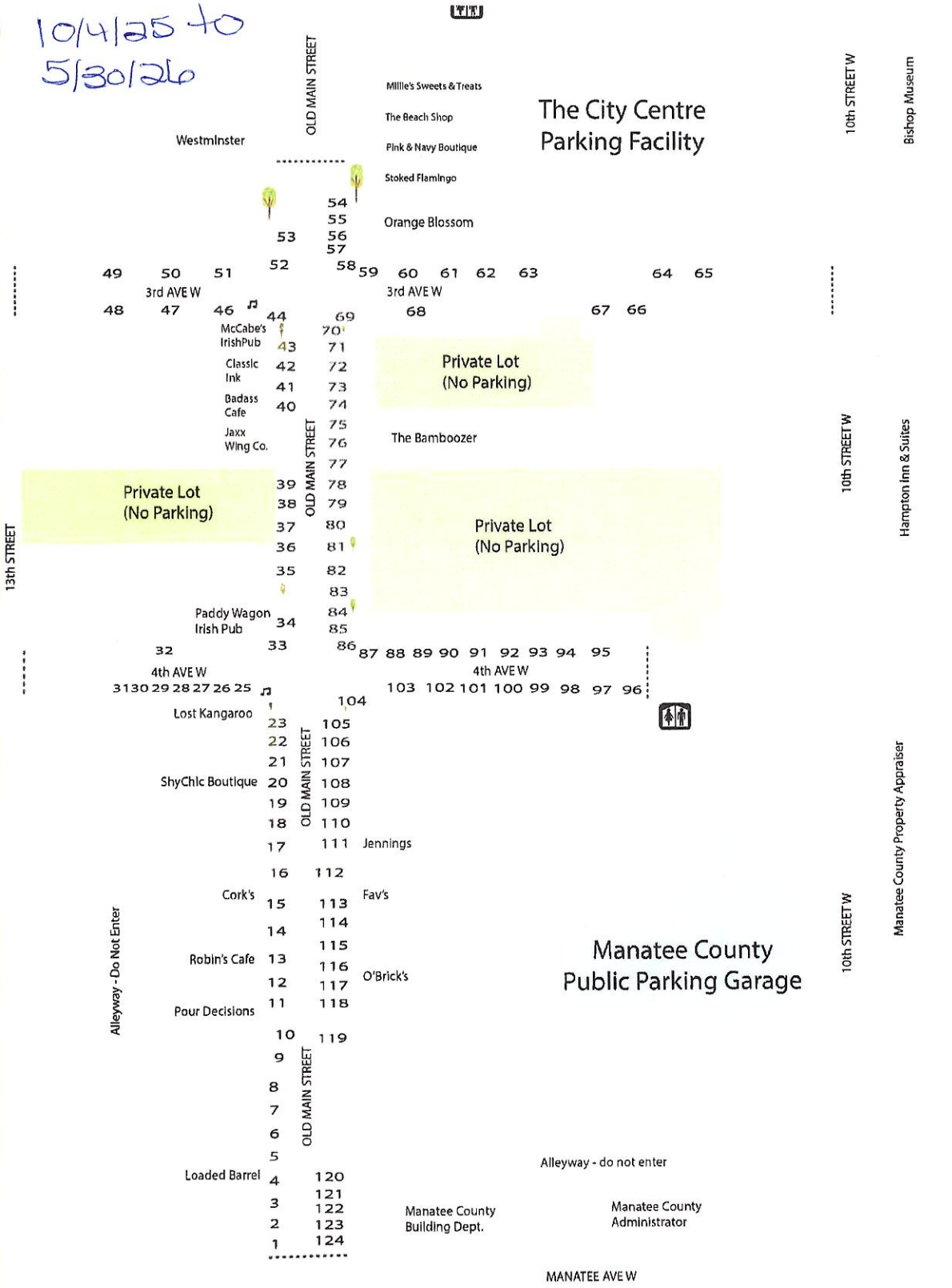
BRADENTON PUBLIC MARKET

~~March 29, 2025~~ 10/4/25 to 5/30/26

9am-2pm

(PT) = Part Time Vendor

. Very Wang Pearls OFF
PT: TAS
PT: Caregiver Woodturning
JoLon Bath & Body
Psalms Gourmet Brittle
Community
PT: SeaMonkey Apparel
Hofmann's Liquor Cakes
Extreme Peeler
0 DBTB's
1 Wicks N Wax
2 PT: Pink Gingham
3 Robin's Cafe
4 PT: Asteria Sol Creations
5 She Paints on Glass
6 Tay's Clay OFF
7 Pure FL Honey
8 Friends Product
9 Friends Product
0 Your CBD
1 PT: SStone Ceramics (Thira OFF)
2 Bromeliads Galore
3 **Commercial:** TWEEDS
4 Music: Emily Roff
5 Canis Major Studio
6 A Bark Above Dog Bakery
7 Shauce
8 Community
9 FEWD Tent
0 Community
1 Community
2 PT: Sooper Dooper Bikes
3 Community
4 Paella de Oro
5 Community: Humane Soc.
6 Mama V's Cups & Crumbles
7 PT: Shell Florals
8 Sunshine Canning
9 Papaya Tree Imports
0 Oli's Market
1 PT: Quinn & Co. (Boba OFF)
2 Cj Stuff
3 Ochre + Co.
4 Maggie's Farm
5 Music
6 PT: Big Blue Grilled Cheese
7 Community: Keep Manatee
8 Community: Keep Manatee
9 Food Truck
0 PT: Charrua
1 Edible Cookie Dough
2 Rockman Studios
3 Pilar's Empanadas
4-55 Community
6 Sunny Tom's Produce
7 Orange Blossom Coffee
8 Community
9 Miguel's Bay
0 Local Boy Portraits
1 Community
2 Community
3 JoGrows
4 PT: Sylvia's Cheesecakes
5 Half Plate Catering
6 The Waffle Shop
7 The Waffle Shop
8 Community
9 Uncle Dave's Kettle Korn
0 Verve Bakery OFF
1 Grow Again Orchids
2 PT: Makai Tea
3 PT: First & Ten Hot Sauce (Parrot OFF)
4 Barkity Market
5 Davis Customs
6 Royal BBQ & Lemonade
7 PT: Love Links
8 King of All Guacamole
9 Kinspoke
0 Stamper Cheese



81 Community
82 Petrichor Mushrooms
83 Al Horno
84 SNAP/EBT/FAB
85 Rock N Eggroll OFF
86 Brewed Monday Coffee
87 Gifts from the Sea by AC
88 I Love Bags
89 I Love Bags
90 Cheshire's Books
91 PT: Two 14 Designs

92 Sticks & Stones Gems
93 Sticks & Stones Gems
94 Bahko Eyewear
95 Bahko Eyewear
96 Community
97 Community
98 Follow My Art
99 Skinny Wallets
100 Seagrass Hats
101 Metal Art

102 Captain Crab Cake
103 Youth Booth: 727 Sports Card
104 Market Info
105-106 Olive Branch & More
107 Circle 6 Farms
108 Community: VOTA
109 Kristin's Cookie Chronicles
110 Spare Kitchen
111-112 Jennings

113-114 Milagros Produce
115 Baba's Baked Goods
116 Community: Manatee Health
117 Marilyn's Toffee
118 Medallion Flowers
119 Untamed Tallow OFF
120 Twila Mae's Chicken Salad
121 Magic Crepes
122 Nordic Knife Sharpeners
123 Boba Nirvana
124 Azure Blue Gift Emporium

BRADENTONPUBLICMARKET.COM

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Unite and Rise for Democracy

SUGGESTED ACTION: Event Review Committee recommends approval with compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
League of Women Voters of Manatee County wishes to host a non-partisan event promoting the Constitution and encouraging residents to participate in democracy. They will have D.J. entertainment, informational booths, guest speakers and food trucks onsite. They have an expectation of around 500.

Event Date: November 1, 2025
Location: Riverwalk Pavilion
Hours: 11 a.m.-2 p.m.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve application with the stipulations recommended by staff.

ATTACHMENTS:

Unite and Rise for Democracy Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: League of Women Voters Manatee County

Date of Application: 06/24/25

Contact Name: Ruth Harenchar

Contact Phone 1: (347) 563-7377

Contact Email: president@lwvmanatee.org

Contact Phone 2: (260) 901-9418

Address: 927 River Basin Ct., Unit #101

City: Bradenton

State: FL

Zip: 34212

Event Information

Name of Event: Unite and Rise for Democracy

Event Date: Novermber 1st, 2025

Purpose of Event: This event aims to inform and inspire participants to uphold our constitution and the rule of law and encourage them to engage actively in our democracy.

Description of Event: This event will feature music, speakers, and performances to inspire and energize participants. Food trucks and informational booths from local organizations within the community will be available.

Event Location: Riverwalk Pavilion

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	November 1st, 2025	Saturday	9:30 AM	11 AM	N/A
Event Day 1	November 1st, 2025	Saturday	11 AM	2 PM	500
Event Day 2					
Event Day 3					
Break Down	November 1st, 2025	Saturday	2 PM	3 PM	N/A

Number of years event has been held: 0

Past Attendance: _____

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location
10'x10'	10	Riverwalk Pavilion Grass Area

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

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

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

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

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

Vendor Information

Will the event offer food? [Yes] No

Where will the food be prepared? Parking lot outside of Riverwalk Pavilion

Will cooking equipment be used? [Yes] No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? [Yes] No

Will amplified sound equipment be used? [Yes] No

Will musical entertainment be used? [Yes] No

Please describe any type of entertainment and sound equipment.

The event will feature a DJ controlling the music and sound, a live professional singer performance.

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.

NA

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? [Yes] No

Solid Waste Service? [Yes] No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes [No]

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

(03/2022)

Rental Contract

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

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

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

I, Ruth Harenchar, applicant/event organizer for Unite and Rise for Democracy (event), scheduled for (date&hours), November 1st, 2025, from 9:30 AM to 3 PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer	LWVMC Organization
Ruth Harenchar - President of LWVMV Typed or Printed Name and Title	06/24/25 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.

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

Signature of Applicant/Event Organizer	LWVMC Organization
Ruth Harenchar - President of LWVMC Typed or Printed Name and Title	06/24/25 Date

(03/2022)

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

Name of Requestor: Not Applicable

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

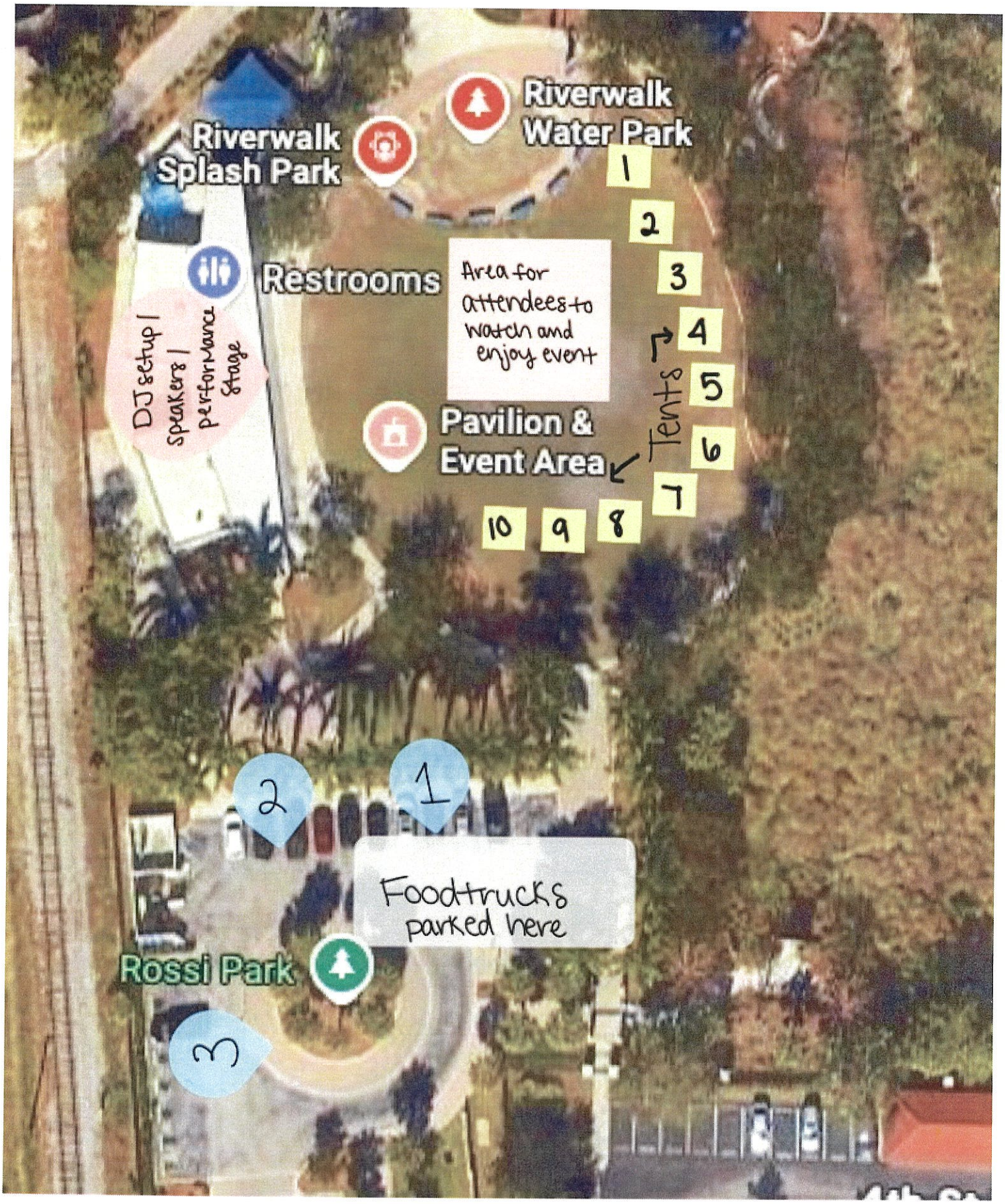
Start Date: _____ End Date: _____ Start Time: _____ End Time: _____

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)


Riverwalk Water Park
Riverwalk Splash Park
Restrooms
Area for attendees to watch and enjoy event
DJ setup | speakers | performance stage
Pavilion & Event Area
Tents
1
2
3
4
5
6
7
8
9
10
2
1
Foodtrucks parked here
Rossi Park
3

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA25-02

SUGGESTED ACTION: Approve Budget Adjustment BA25-02

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Third Quarter Budget Adjustments

FINANCIAL IMPACT:
Decrease of reserves of $3,724,881 in Fund 408 (Infrastructure fund), use of cash carries forward of $1,570,331 in Fund 430 (Stormwater), and use of cash carry forward of $846,725.00 in Fund 460 (Solid Waste).

SUGGESTED MOTION:
Motion to approve third BA25-02.

ATTACHMENTS:
Budget Adjustment BA25-02

RESOLUTION NUMBER BA25-02

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2024-2025 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of third quarter budget adjustments.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 23RD DAY OF JULY, 2025.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Linda Guth

For: Public Works

Date: 5/27/2025

Budget Adjustment #: BA25-02

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

Explanation for Adjustment: Third quarter budget adjustments

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

Account Number: 40251210 549800
Line item description: Post Storm Purchases

Increase (in $): Decrease (in $): 1,422,904.00

Account Number: 40253520 534000
Line item description: Contractual Services

Increase (in $): 1,422,904.00 Decrease (in $):

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

Increase (in $): 2,892,881.00 Decrease (in $):

Account Number: 40804 334350 23517
Line item description: Sanitary Pipe Lining FDEP

Increase (in $): 223,638.00 Decrease (in $):

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

Increase (in $): 10,251,373.00 Decrease (in $):

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

Increase (in $): 4,601,913.00 Decrease (in $):

Account Number: 40804 366000 EWT#3
Line item description: Elevated Water Tank #3

Increase (in $): 85,891.00 Decrease (in $):

Account Number: 40805 369150
Line item description: Cash Carry Forward

Increase (in $): Decrease (in $): 3,724,881.00

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

Increase (in $): 386,544.00 Decrease (in $):

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

Increase (in $): Decrease (in $): 65,216.00

Account Number: 40859000 563000 24506
Line item description: Lift St Improvements/Upgrades

Increase (in $): 332,179.00 Decrease (in $):

Account Number: 40859000 563000 24515
Line item description: WWTP Filter Improvements

Increase (in $): 106,649.00 Decrease (in $):

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

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

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

Increase (in $): 5,678,659.00 Decrease (in $):

Account Number: 40859000 563000 25519
Line item description: Emergency Sanitary Improv

Increase (in $): 755,000.00 Decrease (in $):

Account Number: 40859000 563000 25520
Line item description: Emergency Water Improv

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

Account Number: 40859000 563000 25530
Line item description: FDEP OGC-18-1466 In Kind Proj

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

Account Number: 40859000 563000 25531
Line item description: Aquifer Recharge Well Surface

Increase (in $): 387,000.00 Decrease (in $):

Account Number: 40859000 563000 Annex
Line item description: Public Works Annes

Increase (in $): 5,900,000.00 Decrease (in $):

Account Number: 43005 369150
Line item description: Cash Carry Forward

Increase (in $): 1,570,331.00 Decrease (in $):

Account Number: 43053810 563000 22808
Line item description: FDEP Eastside Drainage

Increase (in $): 1,077,804.00 Decrease (in $):

Account Number: 43053810 563000 24508
Line item description: Misc Stormwater Improvements

Increase (in $): 236,497.00 Decrease (in $):

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

Increase (in $): 256,030.00 Decrease (in $):

Account Number: 46005 369150
Line item description: Cash Carry Forward

Increase (in $): 846,725.00 Decrease (in $):

Account Number: 46053400 512000
Line item description: Regular Salaries & Wages

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

Account Number: 46053400 531900
Line item description: Contractual Services

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

Account Number: 46053400 564000
Line item description: Mach & Equip Capital Outlay

Increase (in $): 846,725.00 Decrease (in $):

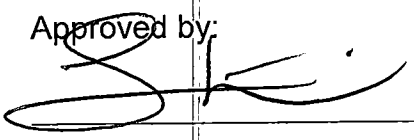
Account Number: 46053415 543200
Line item description: Tonnage Svs

Increase (in $): Decrease (in $): 22,100.00

Account Number:46053415 564000
Line item description: Mach & Equipment Capital Outlay

Increase (in $): 22,100.00 Decrease (in $):

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA25-04

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Third quarter budget adjustments.

FINANCIAL IMPACT:
Use of cash carry forward of $3,841,448.00 in General fund, increase of reserve for contingencies in Fund 165 (Local Provider Participation), use of cash carries forward in Fund 301 (Capital Improvement fund), decrease of reserve for contingencies of $236,000 in Fund 302 (Half Cent Infrastructure) and use of cash carry forward of $1,438,958.00 in Fund 303 (American Rescue Plan Act).

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA25-04.

ATTACHMENTS:
Budget Adjustment BA25-04

RESOLUTION NUMBER BA25-04

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2024-2025 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of third quarter budget adjustments.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 23RD DAY OF JULY, 2025.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Linda Guth

For: Finance

Date: 5/27/2025

Budget Adjustment #: BA25-04

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

Explanation for Adjustment: Third quarter budget adjustments

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

Account Number: 00105 369750
Line item description: Tree Fund Revenue

Increase (in $): 22,000.00 Decrease (in $):

Account Number: 00151500 563200
Line item description: Tree Fund Capital Outlay

Increase (in $): 22,000.00 Decrease (in $):

Account Number: 00102 369900
Line item description: Other Misc Revenue

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

Account Number: 00151300 512000
Line item description: Salaries & Wages

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

Account Number: 00151300 534000
Line item description: Contractual Services

Increase (in $): 140,000.00 Decrease (in $):

Account Number: 00151330 564000
Line item description: Mach & Equipment Capital Outlay

Increase (in $): 20,660.00 Decrease (in $):

Account Number: 00152180 512000 Cop23
Line item description: Regular Salary and Wages

Increase (in $): 119,573.00 Decrease (in $):

Account Number: 00152120 512000
Line item description: Regular Salary and Wages

Increase (in $): Decrease (in $): 119,573.00

Account Number: 00104 334200 Drone
Line item description: 2025 Drone Replacement Program

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

Account Number: 00152180 564000 Drone
Line item description: Mach & Equip Capital Outlay

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

Account Number: 00103 334200 FDL25
Line item description: 2025 Local firearm Safety Training Grant

Increase (in $): 49,393.00 Decrease (in $):

Account Number: 00152180 514000 FDL25
Line item description: Overtime

Increase (in $): 23,694.00 Decrease (in $):

Account Number: 00152180 521000 FDL25
Line item description: City Fica Contribution

Increase (in $): 1,813.00 Decrease (in $):

Account Number: 00152180 522100 FDL25
Line item description: City Pension Contribution

Increase (in $): 6,713.00 Decrease (in $):

Account Number: 00152180 524000 FDL25
Line item description: Workers Compensation

Increase (in $): 1,018.00 Decrease (in $):

Account Number: 00152180 544200 FDL25
Line item description: Rentals and Leases

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

Account Number: 00152180 551100 FDL25
Line item description: Equipment under $5000

Increase (in $): 2,808.00 Decrease (in $):

Account Number: 00152180 552500 FDL25
Line item description: Other Operating Supplies

Increase (in $): 7,197.00 Decrease (in $):

Account Number: 00152180 555000 FDL25
Line item description: Education/Training

Increase (in $): 4,650.00 Decrease (in $):

Account Number: 00102 369300 FEDOP
Line item description: Federal Opioid Settlement

Increase (in $): 48,401.00 Decrease (in $):

Account Number: 00152160 546300 FEDOP
Line item description: Vehicle Repair and Maintenance

Increase (in $): 3,244.00 Decrease (in $):

Account Number: 00152160 551100 FEDOP
Line item description: Equipment under $5000

Increase (in $): 15,125.00 Decrease (in $):

Account Number: 00104 331200 Hid24
Line item description: High Intensity Drug Traffic

Increase (in $): 69,214.00 Decrease (in $):

Account Number: 00152180 514000 Hid24
Line item description: Overtime

Increase (in $): 28,747.00 Decrease (in $):

Account Number: 00152180 521000 Hid24
Line item description: City Fica Contribution

Increase (in $): 2,206.00 Decrease (in $):

Account Number: 001542180 522100 Hid24
Line item description: City Pension Contribution

Increase (in $): 8,167.00 Decrease (in $):

Account Number: 00152180 524000 Hid24
Line item description: Workers Compensation

Increase (in $): 1,343.00 Decrease (in $):

Account Number: 00152180 534000 Hid24
Line item description: Contractual Services

Increase (in $): 14,000.00 Decrease (in $):

Account Number: 00152180 544200 Hid24
Line item description: Rentals and Leases

Increase (in $): 1,350.00 Decrease (in $):

Account Number: 00152180 549600 Hid24
Line item description: Investigation

Increase (in $): 4,600.00 Decrease (in $):

Account Number: 00152180 551100 Hid24
Line item description: Equipment under $5000

Increase (in $): 3,801.00 Decrease (in $):

Account Number: 00152180 551200 Hid24
Line item description: Computer Equip under $5000

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

Account Number: 00103 334200 Icac
Line item description: Internet Crimes Against Child Grnt

Increase (in $): 46,435.00 Decrease (in $):

Account Number: 00152180 551200 Icac
Line item description: Computer Equipment under $5000

Increase (in $): 46,435.00 Decrease (in $):

Account Number: 00104 331200 Jag25
Line item description: Justice Assistance Grant

Increase (in $): 24,941.00 Decrease (in $):

Account Number: 00152180 551100 Jag25
Line item description: Equipment under $5000

Increase (in $): 24,941.00 Decrease (in $):

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

Increase (in $): 16,369.00 Decrease (in $):

Account Number: 00152160 534000 Opoid
Line item description: Contractual Services

Increase (in $): 6,200.00 Decrease (in $):

Account Number: 00152200 555000 Opoid
Line item description: Education/Training

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

Account Number: 00152200 564000 Opoid
Line item description: Mach & Equip Capital Outlay

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

Account Number: 00104 331200 Psoc
Line item description: Cops Technology Grant-Psoc

Increase (in $): 1,800,000.00 Decrease (in $):

Account Number: 00152180 551100 Psoc
Line item description: Equipment under $5000

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

Account Number: 00152180 551200 Psoc
Line item description: Computer Equip under $5000

Increase (in $): 250,000.00 Decrease (in $):

Account Number: 00152180 564000 Psoc
Line item description: Mach & Equip Capital Outlay

Increase (in $): 1,546,000.00 Decrease (in $):

Account Number: 00104 331200 RTCC
Line item description: Cops Technology Grant-RTCC

Increase (in $): 750,000.00 Decrease (in $):

Account Number: 00152180 551200 RTCC
Line item description: Computer Equip under $5000

Increase (in $): 177,000.00 Decrease (in $):

Account Number: 00152180 564000 RTCC
Line item description: Mach & Equip Capital Outlay

Increase (in $): 573,000.00 Decrease (in $):

Account Number: 00152100 534000 Szsaf
Line item description: Contractual Services

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

Account Number: 00103 334200 WCI25
Line item description: West Coast Inland Nav District

Increase (in $): 312,255.00 Decrease (in $):

Account Number:00152160 564000 WCI25
Line item description: Mach & Equip Capital Outlay

Increase (in $): 312,255.00 Decrease (in $):

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

Increase (in $): Decrease (in $): 260,459.00

Account Number: 00105 369150
Line item description: Cash Carry Forward

Increase (in $): 3,841,448.00 Decrease (in $):

Account Number: 00158100 591185
Line item description: Transfer to Fund 185

Increase (in $): 3,841,448.00 Decrease (in $):

Account Number: 16502 325300
Line item description: Svc Chgs-Special Assessments

Increase (in $): 19,809,940.00 Decrease (in $):

Account Number:16556100 531000
Line item description: Legal Fees

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 16556100 545200
Line item description: LLP Medical Payments

Increase (in $): 18,130,253.00 Decrease (in $):

Account Number: 16556100 549200
Line item description: Administrative Charges

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

Account Number:16556100 599100
Line item description: Reserve for contingencies

Increase (in $): 1,529,687.00 Decrease (in $):

Account Number: 18505 381001
Line item description: Transfer from General Fund

Increase (in $): 3,841,448.00 Decrease (in $):

Account Number: 18503 331500 Debby
Line item description: Federal Grant

Increase (in $): 1,116,590.00 Decrease (in $):

Account Number: 18503 334390 Debby
Line item description: State Grant

Increase (in $): 186,098.00 Decrease (in $):

Account Number: 18503 331500 Helen
Line item description: Federal Grant

Increase (in $): 1,127,730.00 Decrease (in $):

Account Number: 18503 331500 Miltn
Line item description: Federal Grant

Increase (in $): 5,610,292.00 Decrease (in $):

Account Number: 18502 369320 Helen
Line item description: Insurance Proceeds

Increase (in $): 161,402.00 Decrease (in $):

Account Number: 18502 369320 Miltn
Line item description: Insurance Proceeds

Increase (in $): 464,645.00 Decrease (in $):

Account Number:18552500 512000 Miltn
Line item description: Regular Salaries & Wages

Increase (in $): 61,181.00 Decrease (in $):

Account Number: 18552500 514000 Miltn
Line item description: Overtime

Increase (in $): 1,031,814.00 Decrease (in $):

Account Number: 18552500 521000 Miltn
Line item description: City Fica Contribution

Increase (in $): 78,953.00 Decrease (in $):

Account Number: 18552500 522000 Miltn
Line item description: City Retirement Contribution

Increase (in $): 118,330.00 Decrease (in $):

Account Number: 18552500 522100 Miltn
Line item description: City Pension Contribution

Increase (in $): 94,828.00 Decrease (in $):

Account Number: 18552500 523000 Miltn
Line item description: City Health Ins Contribution

Increase (in $): 144,618.00 Decrease (in $):

Account Number: 18552500 523100 Miltn
Line item description: City Life Ins Contribution

Increase (in $): 1,622.00 Decrease (in $):

Account Number: 18552500 523200 Miltn
Line item description: City Teladoc Contribution

Increase (in $): 363.00 Decrease (in $):

Account Number: 18552500 523300 Miltn
Line item description: City Ltd Contribution

Increase (in $): 1,682.00 Decrease (in $):

Account Number: 18552500 524000 Miltn
Line item description: Workers Compensation

Increase (in $): 25,801.00 Decrease (in $):

Account Number: 18552500 534000 Debby
Line item description: Contractual Services

Increase (in $): 446,394.00 Decrease (in $):

Account Number: 18552500 534000 Helen
Line item description: Contractual Services

Increase (in $): 540,882.00 Decrease (in $):

Account Number: 18552500 534000 Miltn
Line item description: Contractual Services

Increase (in $): 5,676,808.00 Decrease (in $):

Account Number: 18552500 544200 Miltn
Line item description: Rentals & Leases

Increase (in $): 3,350.00 Decrease (in $):

Account Number: 18552500 546100 Helen
Line item description: Building Repair & Maintenance

Increase (in $): 251.00 Decrease (in $):

Account Number: 18552500 546100 Miltn
Line item description: Building Repair & Maintenance

Increase (in $): 1,287,139.00 Decrease (in $):

Account Number: 18552500 546200 Debby
Line item description: Equipment Repair & Maintenance

Increase (in $): 72,327.00 Decrease (in $):

Account Number: 18552500 546200 Miltn
Line item description: Equipment Repair & Maintenance

Increase (in $): 129,441.00 Decrease (in $):

Account Number: 18552500 546300 Helen
Line item description: Vehicle Repair & Maintenance

Increase (in $): 1,851.00 Decrease (in $):

Account Number: 18552500 546500 Helen
Line item description: Traffic Signal Repair & Maint

Increase (in $): 6,550.00 Decrease (in $):

Account Number:18552500 546500 Miltn
Line item description: Traffic Signal Repair & Maint

Increase (in $): 121,813.00 Decrease (in $):

Account Number: 18552500 551100 Miltn
Line item description: Equip under $5000

Increase (in $): 21,683.00 Decrease (in $):

Account Number: 18552500 552000 Miltn
Line item description: Sign Shop Supplies

Increase (in $): 519,200.00 Decrease (in $):

Account Number: 18552500 552200 Helen
Line item description: Vehicle Fuel

Increase (in $): 84.00 Decrease (in $):

Account Number: 18552500 552200 Miltn
Line item description: Vehicle Fuel

Increase (in $): 10,946.00 Decrease (in $):

Account Number: 18552500 552300 Miltn
Line item description: Gear/Uniform supplies

Increase (in $): 410.00 Decrease (in $):

Account Number: 18552500 552500 Helen
Line item description: Other Operating Supplies

Increase (in $): 5,613.00 Decrease (in $):

Account Number: 18552500 552500 Miltn
Line item description: Other Operating Supplies

Increase (in $): 84,458.00 Decrease (in $):

Account Number: 18552500 563000 Miltn
Line item description: Improvements Capital Outlay

Increase (in $): 1,627,609.00 Decrease (in $):

Account Number: 18552500 564000 Miltn
Line item description: Mach & Equip Capital Outlay

Increase (in $): 392,204.00 Decrease (in $):

Account Number: 30158200 563000 18820
Line item description: Bollards

Increase (in $): 8,370.00 Decrease (in $):

Account Number: 30158200 563000 19801
Line item description: Riverwalk

Increase (in $): 18,638.00 Decrease (in $):

Account Number: 30158200 563000 Chall
Line item description: City Hall Improvements

Increase (in $): 69,000.00 Decrease (in $):

Account Number: 30105 369150
Line item description: Cash carry forward

Increase (in $): 96,008.00 Decrease (in $):

Account Number: 30258200 563000 19801
Line item description: Riverwalk

Increase (in $): 225,000.00 Decrease (in $):

Account Number: 30258200 563000 Psoc
Line item description: Public Safety Operations Center

Increase (in $): 11,000.00 Decrease (in $):

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

Increase (in $): Decrease (in $): 236,000.00

Account Number: 30305 369150
Line item description: Cash Carry Forward

Increase (in $): 1,438,958.00 Decrease (in $):

Account Number: 30358200 512000
Line item description: Regular Salaries & Wages

Increase (in $): 59,413.00 Decrease (in $):

Account Number: 30358200 563000 22807
Line item description: Manhole Lining

Increase (in $): 705,152.00 Decrease (in $):

Account Number: 30358200 563000 22808
Line item description: FDEP Eastside Drainage

Increase (in $): Decrease (in $): 5,196.00

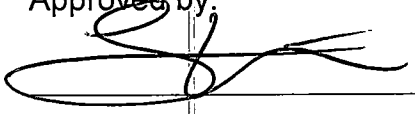
Account Number: 30358200 563000 ITARP
Line item description: IT Arpa Projects

Increase (in $): 179,589.00 Decrease (in $):

Account Number: 30358200 563000 LS14
Line item description: Lift St 14 Improvements

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

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-71 - Affordable Housing Advisory Committee Appointment

SUGGESTED ACTION: Approval to appoint Leona Forbes to the Affordable Housing Advisory Committee and defining her term.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Leona Forbes to the Affordable Housing Advisory Committee and defining her term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 25-71.

ATTACHMENTS:
Resolution 25-71

RESOLUTION NUMBER 25-71

A RESOLUTION APPOINTING **LEONA FORBES** TO THE **AFFORDABLE HOUSING ADVISORY COMMITTEE** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HER TERM.

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

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

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

LEONA FORBES for a term to expire JULY 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 23rd day of July, 2025.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-69 - Setting the Public Hearing Time for Ordinance 4063

SUGGESTED ACTION: Motion to either approve or deny Resolution 25-69.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Ordinance 4063 will change the zoning map designation of property of approximately 32 acres of land for the newly annexed parcels adjacent to the Tropicana industrial facility. F.S. Section 166.041(3)(c)2.a states that in cases which an ordinance changes the actual list of permitted, conditional or prohibited uses within a zoning category, or changes the actual zoning map designation of a parcel of land involving 10 contiguous acres or more, the governing body must hold on public hearing after 5:00 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day. This Resolution will allow for the consideration of the zoning map amendment during the regularly scheduled City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 25-69.

ATTACHMENTS:
Resolution 25-69

RESOLUTION 25-69

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, SETTING THE PUBLIC HEARINGS FOR ORDINANCE 4063 ADOPTING TEXT AMENDMENT PETITION PLN-ZON-25-0001, TO BE HELD AS PART OF THE REGULAR CITY COUNCIL MEETINGS COMMENCING AT 8:30 A.M.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, F.S. Section 166.041 sets forth the procedures for adoption of ordinances and resolutions; and

WHEREAS, F.S. Section 166.041(3)(c)2.a states that in cases which an ordinance changes the actual list of permitted, conditional or prohibited uses within a zoning category, or changes the actual zoning map designation of a parcel of land involving 10 contiguous acres or more, the governing body must hold on public hearing after 5:00 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day; and

WHEREAS, the City has initiated a zoning map amendment involving more than 10 contiguous acres; and

WHEREAS, it is the desire of the City of Bradenton that the Public Hearings for Ordinance 4063 adopting Zoning Map Amendment Petition PLN-ZON-25-0001, be held as part of Regular City Council meetings, commencing at 8:30 a.m.

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

Section 1. That the public hearings for Ordinance 4063, adopting text amendment petition PLN-ZON-25-0001, titled:

> AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; DESIGNATING CERTAIN LAND GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON, UNDER THE INDUSTRIAL ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

will be held as part of the regular City Council meetings commencing at 8:30 a.m.

Section 2. Effective Date. This Resolution shall take effect as provided by law.

PASSED AND DULY ADOPTED BY A MAJORITY PLUS ONE VOTE OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting this 23rd day of July, 2025.

CITY OF BRADENTON, FLORIDA

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2025-26 School Resource Officer (SRO) Program Agreement Amendment Number Two

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Amendment to the SRO Program Agreement that updates the salary and benefit costs.

FINANCIAL IMPACT:
No additional costs are associated with this agreement.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the 2025-26 SRO Agreement Amendment Number Two.

ATTACHMENTS:
2025-26 School Resource Program Agreement Amendment Number Two

2025-2026 School Resource Program Agreement

Amendment Number Two

THIS AMENDMENT is made and entered into on August 11, 2025, by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and the City of Bradenton, whose mailing address is 100 10th Street West, Bradenton, Florida 34205, hereinafter referred to as the "**City of Bradenton**."

WITNESSETH

THAT WHEREAS, the School Board and the City of Bradenton have entered into an agreement dated July 5, 2023, for the purposes of establishing a School Resource Officer Program, staffed by the school resource officer, hereinafter referred to as "**SRO**," within certain public schools of the City of Bradenton, Florida. A copy of the original agreement is available upon request and made part of this Amendment.

WHEREAS, the parties hereto desire to reduce the terms of this Amendment to writing.

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to amend the original agreement as follows:

THAT Article 3, GENERAL TERMS AND CONDITIONS, Subpart D, is hereby amended to read as follows:

****

D. The **School Board** shall reimburse the **City of Bradenton** 70% of the rate of pay the School Resource Officer (SRO) assigned to Schools, that includes their salary, retirement, FICA, workers compensation and health insurance, plus $1,545 for the Sergeant, as set forth in **ATTACHMENTS "A" and "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **City of Bradenton** in quarterly installments for full time and part-time SROs in the amount of **$365,624.83**. Payments shall be due as per the following schedule:

November 14, 2025
February 27, 2026
May 22, 2026
August 7, 2026

The City of Bradenton shall submit quarterly for any increases in the rate of pay of the SROs assigned to schools, that includes their salary, retirement, FICA, workers compensation and health insurance. The invoice will be based on 70% of the increase in

total SRO compensation. The quarterly invoice will also include any credits due to an assignment of a lowered salaried SRO. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service.

******

All promises, requirements, terms, conditions, provisions, representations contained and specified in the original agreement shall survive and become part of this Amendment unless specifically provided otherwise herein, or unless superseded by applicable Federal or State law.

IN WITNESS WHEREOF, the parties have caused the execution of this Amendment, in duplicate, on the date last signed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Interim Superintendent Kevin Chapman

CITY OF BRADENTON, FLORIDA

By: _____ Date: _____
Gene Brown, Mayor

Bradenton Police Department School Resource Officer Program
2025-2026 Budget 70/30 Split
Attachment C

ATTACHMENT C- PROPOSED 2025-2026 - 3 FULL-TIME OFFICERS & 2 PART-TIME OFFICERS

Personal Expenses	2025-2026
Regular Salary	346,096.38
FICA	26,476.37
Retirement	85,894.16
Benefits	62,309.26
Total Personnel Expenses	520,776.18
Administrative Fee	
$1,545	1,545.00
	ATTACHMENT "C"
Total Operating Expenses	1,545.00
TOTAL COST	**$ 522,321.18**

School Board 70% share	**$ 365,624.83**	**Four payments**	**$ 91,406.21**

	Rate of Pay per Contract	Annual Salary	Patrol Support	Total Salary	30.93% Retirement	0.0765 FICA	0.043 W/C	Hospital	Total
Employee									
Gow, Shawn (6689)	43.0617	89,568.34	3,000.00	92,568.34	28,631.39	7,081.48	3,980.44	15,809.04	148,070.68
Lesko, Jennifer (6932)	43.0617	89,568.34	3,000.00	92,568.34	28,631.39	7,081.48	3,980.44	15,809.04	148,070.68
Williams, Eric (4616)	43.0617	89,568.34	3,000.00	92,568.34	28,631.39	7,081.48	3,980.44	15,809.04	148,070.68
						-	-		-
						-	-		-
Part Time Officer (less than 130 hours/month)	34.5250	30,295.69	3,900.00	34,195.69		2,615.97	1,470.41	-	38,282.07
Part Time Officer (less than 130 hours/month)	34.5250	30,295.69	3,900.00	34,195.69		2,615.97	1,470.41	-	38,282.07
(3392/8015)		329,296.38	16,800.00	346,096.38	85,894.16	26,476.37	14,882.14	47,427.12	520,776.18
Professional Services									
SRO Sergeant/ Supervisor	Administrative Fee	1,545.00	increased 3 %	-					
			-	-	-	-	-	-	-

*pay rates will change every Oct 1 and are not currently set
part time sro-45 hours a week combined between the 2 positions for 39 weeks
**Possible increase in health insurance

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expense Request

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Approval to purchase one additional vehicle using forfeiture funds. The vehicle will be assigned to the Office of the Chief of Police. Cost includes all associated fees, including upfit.

FINANCIAL IMPACT:
$60,490 from Forfeiture Funds.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Forfeiture Funds expense request for the purchase of a new vehicle.

ATTACHMENTS:
Forfeiture Funds Expense Request Memorandum

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

Date: July 14, 2025

To: Josh Cramer
Chief of Police

From: Jeremy S. Giddens, Grants / Speed Measurement Specialist
Administrative Services

Subject: Forfeiture Expense Request

This forfeiture expense request pertains to the purchase of a new vehicle, along with the costs associated with its upfitting. This includes the installation of emergency lights, a siren system, and window tinting to ensure both visibility and privacy. The vehicle will be allocated to the Office of the Chief of Police, enhancing capabilities and supporting various police functions. The investment will improve the efficiency of law enforcement and contribute to the overall safety of the community.

Cost Estimates

Vehicle	$ 52,833
Upfit Costs	$ 7,657
Total:	**$ 60,490**

*These costs are estimates and may vary based on final purchase and installation costs. Costs are not anticipated to exceed $61,000.

CONLEY BUICK GMC

Date: 7/11/2025
Salesperson: Chris Conley
Manager: Chris Conley

Customer

Company: City Of Bradenton Police
Address: Bradenton FL 34205
Email: brian.thiers@bradentonpd.com
Phone:
Work:
Cell: (941) 932-9364

Vehicle

Stock: GS319590 New/Used: New
VIN: 1GTPUJEK5SZ319590
Vehicle: 2025 GMC SIERRA 1500
Type: CREW CAB SHORT BOX ELEVATION 4WD (3VL) (TK10543)
Mileage: 5 Color: Downpour Metallic

Trade In

Payoff: $0.00
VIN:
Vehicle:
Type:
Mileage: Color:

Market Value:	$58,035.00
Discount:	$6,969.60
Selling Price:	$51,065.40
Accessories:	$895.00
Total Purchase:	$51,960.40
Trade Allowance:	($0.00)
Trade Difference	$51,960.40
Doc Fee:	$75.00
GOV FEES (ESTIMATE):	$395.50
Lemon Law Fee:	$2.00
License Fee:	$400.00
Total Price:	$52,832.90
Trade Payoff:	$0.00
Deposit:	($0.00)
Balance:	$52,832.90

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.

ProLogic ITS™

TRANSFORMING PRODUCTS AND SERVICES INTO SOLUTIONS

We have prepared a quote for you

Bradenton PD/2025 GMC for Chief/1

Quote # 013317
Version 1

Quote Prepared for:

Bradenton Police Department-FL

Gerry Smith
gerald.smith@bradentonpd.com

Prepared by:

ProLogic ITS LLC

Kenzie Erickson
314-642-7721
Kenzie.Erickson@ProLogicITS.com

ProLogic ITS

Quote #013317 v1

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
SIFMJS-UNIV-P3	**Universal front ILS, red/blue/white**	$791.14	1	$791.14
	Windshield			
MPS63U-RBW	**MicroPulse Ultra 6, red/blue/white**	$94.94	10	$949.40
	2 in grille, 2 in rear door windows, 4 in rear window, 2 near tag			
PF400H	**Pathfinder siren/light controller, 400W**	$1,479.75	1	$1,479.75
OBDCABLE20-5	**OBD cable for GMC Acadia**	$107.59	1	$107.59
MPSM6U-WIN	**MPS6 window shroud kit**	$42.33	4	$169.32
	Rear window			
EXPMOD32	**32-channel expansion module**	$253.16	1	$253.16
PFSPLTR-4	**4-way CAT5 splitter**	$200.00	1	$200.00
ES100C	**100W speaker**	$0.00	2	$0.00
ESBL2-SIL22ND	**Dual speaker bracket for '22+ Silverado/Sierra**	$0.00	2	$0.00
RBKIT1-COMPACT	**Single Rumbler Compact kit**	$230.03	1	$230.03
RB-UNIV	**Universal Rumbler bracket**	$41.77	1	$41.77
MPSM6-SB	**MPS6 swivel bracket**	$21.72	2	$43.44
	Rear door windows			
MPSM-LPH1	**License plate bracket, mounts 2 MPS lights horizontally beside license plate**	$28.41	1	$28.41
	Tag			
MMSU-1	**Mag mic clip**	$32.50	2	$65.00

Subtotal: **$4,359.01**

ProLogic ITS

Quote #013317 v1

ProLogic Services

Manufacturer Part Number	Description	Price	Qty	Ext. Price
FLEETSERVICES	**Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees.** Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	$2,323.82	1	$2,323.82
Shop Supplies	**Installation Consumables** Includes Wiring, Zip Ties, Butts, Spacers, Fuses, and other Installation Materials not provided by the Manufacturer.	$165.00	1	$165.00

Subtotal: **$2,488.82**

ProLogic ITS

Quote #013317 v1

Bradenton PD/2025 GMC for Chief/1

Prepared for:	Bill To:	Ship To:	Quote Information:
Bradenton Police Department-FL	**Bradenton Police Department-FL**	**Bradenton Police Department-FL**	**Quote #: 013317**
100 10th Street West Bradenton, Florida 34205 Gerry Smith (813) 431-2504 gerald.smith@bradentonpd.com	Gerry Smith 100 10th Street West Bradenton, Florida 34205	Gerry Smith 100 10th Street West Bradenton, Florida 34205	Version: 1 Delivery Date: 07/10/2025 Expiration Date: 07/13/2025

Quote Summary

Description	Amount
Products	$4,359.01
ProLogic Services	$2,488.82
Subtotal:	**$6,847.83**
Shipping:	**$308.87**
Total:	**$7,156.70**

Hardware will be invoiced upon receipt at ProLogic facility. Services will be invoiced at pickup

Pricing is subject to change due to implementation of tariffs.

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). A PO is required for orders exceeding $10,000. Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.
Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).
Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you aretax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancelations may be subject to up to a 50% restocking fee.
See Terms and Conditions at www.prologicits.com/terms-conditions/
Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

ProLogic ITS

Quote #013317 v1

Bradenton Police Department-FL

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Master Agreement with EPIC iO Technologies

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Previously, the City Council approved an agreement with the Florida Department of Emergency Management for a $125,000 grant to purchase two camera-equipped trailers. This agenda item authorizes the purchase of and an agreement with the vendor Epic IO Technologies for the purchase of the camera-equipped trailers in the amount of $124,004.86. The agreement and purchase have been reviewed by IT, Legal, and Purchasing.

FINANCIAL IMPACT:
The equipment is fully funded by the Florida Department of Emergency Management. The software and connectivity are paid for over a three-year period. Cellular data costs will be incurred after three years however costs are estimated at approximately $4,500 annually after the three-year period.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved.

SUGGESTED MOTION:
Motion to approve the purchase of the camera trailers and the Master Agreement with EPIC iO Technologies.

ATTACHMENTS:

EPIC iO Quote
Master Agreement with EPIC iO

Q-20183

EPIC iO
3463 Lakemont Blvd, Ste 104B
Fort Mill, SC 29708
United States
Michelle Doerstling
michelle.doerstling@epicio.com

Prepared For:
Bradenton Police Department

Site Address
100 10th W St
Bradenton, FL34205
US

Contract Length: 36 months
Payment Terms: Net 30
Billing Frequency:

Summary

Software and Support Subscriptions

Product	Quantity
IntelliCare Maintenance Plan, MSU (IOT-CARE-SLRTR) The IntelliCare Maintenance Plan covers UIG system health monitoring and remote support, as well as advanced part replacement for the UIG and trailer.	2
DeepVision + AI (IOT-DVAI) Video management, EPIC iO AI models, and alerting. Price per stream.	4

Hardware Purchases

Product	Quantity
UIG Mobile Surveillance Unit (IOT-UIG-SLRTR-UF) Rugged edge compute gateway with trailer. Includes 1 CCTV Trailer: solar-powered with telescope mast, 1 Universal IoT Gateway (UIG), 1 speaker, and 1 blue light. Remote site design included (if needed).	2
4 MP, 30x Zoom PTZ Dome Camera (IOT-CAM-AX-PTZDOME-4MP30X-UF) 4 MP, 30x Zoom PTZ dome camera with IR.	4
Wall and Pole Mount, TQ5001-E (IOT-ACC-MNT-TQ5001-E-UF) Robust mount for PTZ cameras.	4

Professional Services

Product	Quantity
MSU Trailer Setup (Solar Trailer Setup) Trailer, skid, or tower setup, per unit (shipping not included).	2

Shipping Charge

Product	Quantity
MSU Trailer Delivery (Solar Trailer Delivery) Trailer, skid, or tower delivery. Custom charge based on distance, timing, and other factors.	2

MISC

Product	Quantity
Product Estimate (Product Estimate) *This is an estimate only. Proper solution development, sourcing, and/or surveying is required before proceeding with any formal agreement.	2

Total Price **$124,004.86**

General Terms
The Parties to this Agreement hereby accept the Terms and Conditions set forth in the Commercial Services Agreement in their entirety and hereby incorporate all these Terms and Conditions into the Agreement. Furthermore, the individual signing this Quote represents and warrants that he or she is duly authorized and are enforceable in accordance with the Terms and Conditions set forth in the Commercial Services Agreement.

Tariff Disclaimer
If, after submission of this bid/proposal, any new or increased tariffs, duties, or other government-imposed costs on materials used in Provider's work become effective, the priced quoted herein shall be adjusted to reflect the actual increased cost to Provider. Provider shall promptly notify the Company of any such cost impact. Failure to agree on a price adjustment shall not relieve Company of its obligation to pay the increased cost, and Provider shall be entitled to an extension of time or may suspend performance if such tariffs result in material shortages or delays.

Taxes
Jurisdictional taxes will be applied whenever applicable. Shipping, handling, and other fees may also apply. We reserve the right to cancel orders arising from pricing or other errors.

Quote Expiration Date
This quote expires 30 days after receipt.

Signatures

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

For Client	For Epic
Name:	Name:

Title:

Signature:

Date:

Title:

Signature:

Date:

MASTER AGREEMENT
EPIC IO TECHNOLOGIES, INC

THIS MASTER AGREEMENT ("Agreement") is entered into as of this 23rd day of July, 2025 (the "**Effective Date**") by and between EPIC iO Technologies, Inc., a Delaware Corporation with its principal place of business at 3463 Lakemont Blvd, Suite 104-B, Fort Mill, SC 29708 ("**Company**"), and **City of Bradenton, Florida** ("**Customer**") with its principal place of business at 100 10th Street West, Bradenton, FL 34205 and describes the terms and conditions pursuant to which Company shall provide hardware, software and services to Customer. The Parties have not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth in this Agreement. "**Party**" or "**Parties**" shall mean, individually, Customer or Company as the context requires and, collectively, Customer and Company.

WHEREAS, Company is engaged in the business of providing products and services that Customer and its Affiliates may wish to use from time to time in its operations; and

WHEREAS, Customer and Company desire to set forth the terms and conditions upon which any such products and services will be rendered by Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**. In this Agreement the capitalized words shall have the meanings detailed below:

1.1. "Affiliate" means any person or entity which controls, or is controlled by, or which is controlled by an entity which controls, another entity. In this Section 1.1, "Control" means the ownership directly or indirectly of fifty (50) percent or more of the voting rights in an entity.

1.2. "Agreement Documents" mean this Agreement (including its Schedules and Exhibits) and any agreed Sales Order.

1.3. "Annual Maintenance and Support" means any software upgrades, annual updates, patches fixes and/or technical assistance needed to improve functionality and keep the Software in working order. Annual Maintenance and Support does not include on-site technical support, training, professional services or related travel expenses.

1.4. "Annual Maintenance and Support Fees" means annual fees to cover the maintenance and support of the product and license

1.5. "Claim" means, unless specifically provided otherwise, all claims, damages (excluding punitive or exemplary damages), liabilities, losses, demands, liens, encumbrances, suits, causes of action of any kind, obligations, costs, judgments, interest, and awards (including, without limitation, legal fees and costs of litigation if awarded as part of the judgment in favor of the person asserting the claim), whether created by law, contract, tort, voluntary settlement, or otherwise arising out of, related to, or in any way connected with this Agreement or the performance of the Work to be performed under this Agreement.

1.6. "Company Group" means Company, its Affiliates, its and their contractors and subcontractors (of whatever tier), and its and their respective directors, officers, employees, agents, and representatives.

1.7. "Corrections" means bug fixes, patches or workarounds to correct errors in the Software.

1.8. "Customer Group" means Customer, its Affiliates, its and their co-lessees, partners, joint venturers, co-owners, entities for whom Customer performs services, its and their respective contractors and subcontractors at any tier (other than Company Group), and its and their respective directors, officers, employees, agents, customers, clients and representatives.

1.9. "Data" means all information gathered, processed, compiled, and/or collected at a Work Site as a result of the Work.

1.10. "Documentation" means all operating manuals and other documents outlining the proper use and procedures related to the Software, Equipment or Monitoring Services.

1.11. "Embedded Software" means any software embedded in or included with Equipment, including firmware and middleware.

1.12. "Environmentally Impaired Location" means any area that has had or may have any environmental contamination under any applicable laws or regulations.

1.13. "Equipment" means all of the hardware, machinery, equipment and other tangible items (including any Embedded Software) used to perform the Work as described in a Sales Order and provided by Company subject to this Agreement, the Equipment Schedule, and the applicable Sales Order.

1.14. "Hazardous Location" means any area where a fire or explosion hazard may exist due to flammable gases or vapors, flammable liquids, high voltage, combustible dust, or ignitable fibers or flyings.

1.15. "Intellectual Property" means all intellectual property, including but not limited to, copyrights, patents, trade secrets, trademarks, ideas, concepts, know-how, documentation, techniques or any other intangible rights owned or developed by Company.

1.16. "Monitoring Services" means to maintain regular surveillance as described in a Sales Order, pursuant to the terms of this Agreement, the Monitoring Services Schedule, and the applicable Sales Order.

1.17. "Monthly Service" means monthly automated monitoring, and/or reporting services as set forth in the applicable Sales Order.

1.18. "Monthly Service Fee" means the fee due and payable for the Work performed on a monthly basis pursuant to a Sales Order.

1.19. "Sales Order" means the supplementary agreements that are executed by Company and Customer from time to time for the specific Work that will be provided to Customer by Company.

1.20. "Schedule" means a supplemental attachment to this Agreement, which contains additional terms and conditions specific to Work specified thereunder, including those Schedules specified in Section 2.

1.21. "Services" means work performed by Company for Customer in accordance with the terms and conditions set forth in this Agreement and pursuant to a Sales Order.

1.22. "Services Term" means the time frame during which the Services described in this Agreement and the applicable Sales Order shall be provided by Company.

1.23. “Software” means the Company software products described in a Sales Order, in object code only, and related Documentation provided by Company, pursuant to the terms of this Agreement, the Software Schedule, and the applicable Sales Order. For avoidance of doubt, Software does not include any Third-Party software.

1.24. **“**Third-Party Software” means third-party software recommended by Company, embedded in, or accessed through Software, including open-source code, as part of its solution for Customer. Third Party Software providers are third party beneficiaries of this Agreement.

1.25. “Versions” means the specific release of Software with defined features and functionality.

1.26. "Work" shall mean the provision and/or supply of Services, Equipment and/or Data by Company hereunder as more particularly described in the applicable Sales Order and pursuant to the terms of this Agreement and the applicable Schedule.

1.27. "Work Site" means the physical address or location owned or controlled by Customer where the Services will be performed by Company pursuant to a Sales Order.

2. **SCHEDULES.** This Agreement will be accompanied by one or more of the following Schedules, executed by the Parties and made a part of this Agreement for all purposes:

☒ Software Schedule
☒ Equipment Schedule

3. **SCOPE OF AGREEMENT**.

3.1. **The Work**. It is contemplated that from time to time during the term of this Agreement, Company will be requested by Customer or its present or future Affiliates to perform certain Work. Customer shall not be obligated to request Company to perform any Work and Company shall not be obligated to accept Customer’s requests to perform Work, but it is expressly understood and agreed that any and all Work requested by Customer and accepted by Company shall be controlled and governed by the provisions of this Agreement. The term "Agreement" means this Agreement as incorporated in a Sales Order. Customer’s Affiliates or authorized agents may issue Sales Orders to Company, and if such Sales Orders are accepted, this Agreement shall govern and control all Work performed thereunder. Notwithstanding any term in this Agreement to the contrary, Company acknowledges that the Work does not include, and Company shall not be responsible for, providing security to or otherwise safeguarding any Work Site.

3.2. **Sales Orders**. Each Sales Order shall be deemed a two-party agreement between Company and Customer and shall be deemed to incorporate and shall be subject to all the terms and conditions of this Agreement. When issued, such Sales Orders are non-binding, negotiable offers and are subject to their express terms. Such offers become a binding Sales Order only after Customer and Company have mutually agreed in writing to all material terms and conditions concerning the requested Work.

3.3. **Priority**.

3.3.1. In the event of a conflict among the Agreement Documents, they will have the following order of precedence: (a) this Agreement (including its Exhibits); (b) Schedules; and (c) Sales Orders.

3.3.2. To acknowledge or document various events during the Work, a Party may from time to time sign the other Party's variously entitled forms, such as a change order, delivery tickets, labor tickets, bills of lading, purchase orders, and rental tickets, but terms and conditions included on such forms do not amend, modify, waive, or release any aspect of any of the Agreement Documents, unless expressly agreed to in writing signed in accordance with this Section 3.3. No parol agreement of whatsoever nature entered into between Customer and Company shall ever be deemed to alter or affect the provisions of this Agreement.

4. **WORK SITE**.

4.1. Customer, in collaboration with Company, shall determine where on each Work Site to install the Equipment to be used by Company in delivering the Services. Prior to installation of any Equipment, Customer shall promptly inform Company in writing if any area within a Work Site is a Hazardous Location or an Environmentally Impaired Location. During the Services Term, Customer shall notify Company promptly in writing if any area at a Work Site becomes a Hazardous Location or Environmentally Impaired Location. Customer and Company agree that only Equipment that has been UL certified as Class 1/Division 1, as such term is defined in the National Electrical Code, shall be installed on a Work Site that is a Hazardous Location.

4.2. Customer shall provide Company access to each Work Site as is reasonably necessary for Company to provide and perform the Services, or to install or collect the Equipment in the event of a default or termination of a Sales Order or this Agreement. Customer shall provide Company with any keys or access codes necessary to enter a Work Site or any other area where Equipment is located, or access is needed for the provision of Services. If Company is unable to access any Work Site for any reason not reasonably within Company’s control, Customer shall be liable for and required to pay Company’s standard monthly charges (including Company’s Monthly Service Fee as provided in a Sales Order for any additional Services and time incurred as a result of Company’s inability to access such Work Site, even if the Customer is not receiving Services during that time.

4.3. Customer shall be responsible (at Customer’s sole expense) for providing electricity to any Equipment installed on a Work Site throughout the term of each Sales Order. Customer shall specify in each Sales Order the source for such electricity, whether it be the local electric grid, solar power or another source. Customer shall be responsible for any disruption in the Services that results from a failure to provide electricity to the Equipment as specified. Customer acknowledges that Company shall use the electricity supplied to the Equipment as described above, including the use of high voltage electricity, to operate the Equipment and that improper contact with the Equipment could result in serious bodily harm as well as damage to the Equipment.

4.4. Customer shall inform all persons accessing the Work Site of the danger involved in contacting or otherwise accessing the Equipment and shall ensure that no one other than an authorized representative of Company contacts or otherwise accesses the Equipment. Customer agrees to release, indemnify, defend and hold Company harmless from and against all Claims that result from any improper or unauthorized access of the Equipment. Customer agrees to maintain its own equipment, pipelines, and tanks on the Work Site free from any leak or discharge. Customer shall promptly notify Company of Environmental Impairment, any leak or discharge or any emergency or disruption relating to the Services or the Equipment.

5. DATA.

5.1. **Data Ownership**. Data gathered, processed, compiled and/or collected in accordance with the terms and conditions set forth in this Agreement shall remain the sole property of Customer. Customer grants Company an irrevocable, perpetual, royalty-free, worldwide right and license to the Data. so long as it does not identify the Customer, Customer Confidential Information, Site or any other features that could reveal any Customer Confidential Information.

5.2. **Compiled Data**. Customer acknowledges that Company reserves the right to compile and analyze its collective Customer data and to prepare reports, studies, analyses and other work product resulting from such compilation and analysis on an aggregated, de-identified anonymous basis ("Compiled Data"); and, further, that Company shall have exclusive ownership rights to, and the exclusive right to use that portion of the Compiled Data which originated from Customer for any reasonable business purpose; provided, however, that Company shall not distribute or otherwise disclose, whether verbally or in writing, Compiled Data in a manner that is directly or indirectly identifiable as Customer's data without first obtaining the prior written consent of Customer.

5.3. **Data Access and Storage**. Data will be made available to Customer on cloud-hosted electronic media, that is owned, controlled or subcontracted by Company, via Company's cloud platform for a period of three (3) consecutive calendar months following Data creation, after which Data will be destroyed. Insofar as Company is notified prior to Data destruction, Customer may elect to retain data beyond three (3) consecutive months following creation. Such extended retention will be charged at Company's then applicable Fees.

5.4. **Handling of Customer Data in the Event of Termination**. Customer acknowledges that following termination of this Schedule, Customer's authorized use of, and access to, the Equipment, Software and Services shall terminate immediately. Upon notice of termination and at Customer's request, Company will assist Customer with receiving an extract copy of Customer's Data and may assist Customer with other services in transitioning to an alternative solution on a time and materials basis at Company's then-current rates

6. **INTELLECTUAL PROPERTY**. Customer shall not gain, by virtue of this Agreement or Company's performance of Work, any rights of ownership of the Intellectual Property, whether related to the Equipment, Platform, Software, Services, Data, business models or otherwise. Company shall retain exclusive ownership in all such Intellectual Property and the Equipment, Software, Services, Data, business models and deliverables provided or created hereunder and shall own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation or techniques developed under this Agreement.

7. **RESTRICTION OF USE.** The Equipment, Software, and/or Services may only be used by Customer's authorized employees, consultants and agents (but excluding competitors) who have a need to access and use such solely for use permitted pursuant to this Agreement, provided that such employees, consultants and agents agree to be bound by the terms of this Agreement. Customer shall be responsible for any and all acts and omissions of such authorized users to the same extent as if such action or omission were the action or omission of Customer. Except as expressly permitted by Company, and subject to an additional fee, Customer may not permit access to the Software and/or Services to a competitor.

8. **FEES, PAYMENT AND TAXES**.

8.1. In consideration of the license granted herein and the Equipment and Services provided, Customer shall pay to Company the fees set forth on the applicable Sales Orders. Licensed Software, Platform, purchased Equipment and Monitoring Services fees shall be invoiced on an annual basis and are due and payable upon execution of the applicable Sales Order. Fees for other Services and Equipment are due and payable as set forth in the applicable Schedule or Sales Order. Invoices are due and payable within thirty (30) days after the date of a Company invoice. All payments are nonrefundable except as specifically provided otherwise in this Agreement. Unless otherwise provided, any charges for a partial month's services will be prorated on a thirty (30) day month. Customer shall pay interest at one and one-half percent (1.5%) per month on any undisputed invoiced amount Customer fails to pay within thirty (30) days from the date of invoice, calculated from the invoice date. Interest shall continue to accrue on all unpaid amounts until the point at which they are paid in full. If Customer has a good faith dispute on any invoice issued, it shall promptly so notify Company of the basis of its good faith dispute. The currency for payments made under this Agreement shall be United States Dollars (USD).

8.2. If the Services Term of a Sales Order is for a period longer than twelve (12) consecutive calendar months, Company reserves the right to increase the Monthly Service Fee on an annual basis of the greater of (i) seven and one-half percent (7.5%) or (ii) an amount equivalent to the year-over-year percentage increase in the US Consumer Price Index ("CPI") as published by the U.S. Bureau of Labor Statistics plus one percent (1%). For purposes of calculation, the most recent annualized CPI published prior to the date of annual renewal shall be used.

8.3. Customer agrees to reimburse Company for all pre-approved, reasonable, out-of-pocket expenses Company incurs in providing Equipment, Software and Services including, but not limited to, transportation, airfare, lodging, rental vehicles and meals.

8.4. Company reserves the right, upon written notice to Customer, to temporarily or permanently discontinue Customer's access to all Services if any payment, not disputed in good faith, is overdue by more than thirty (30) days and Company shall not be responsible to Customer for any damages, losses, costs and expenses caused by such discontinuation. Upon request Customer agrees to reimburse Company for any collection fees, including reasonable attorney fees, incurred by Company in enforcing its rights under this Agreement.

8.5. Customer agrees to pay or reimburse Company for all federal, state, local, sales, use, VAT, GST, personal property, or other taxes, fees or duties arising out of the transactions of this Agreement (other than taxes on the net income of Company) and any related penalties and interest associated therewith. Customer shall secure all licenses and permits, and give all notices required either by law, regulation, ordinance, or permit in relation to its operations at the Work Site.

9. **INDEPENDENT CONTRACTOR**. Company is an independent contractor as to all Work performed under the Agreement and no member of Company Group shall be deemed for any purpose to be an employee, agent, servant, or representative of Customer. The detailed manner and method of performing the Work shall be under the exclusive control of Company, Customer being interested only in the results obtained. Company and its subcontractors shall be solely responsible for any and all salaries, employee benefit plans, taxes, insurance, and any and all other compensations and responsibilities for their respective employees. No member of Company Group is authorized to act or appear to act as agents or representatives of Customer, whether in performing the Work or otherwise. Nothing in this Agreement shall be construed or interpreted to create a partnership or joint venture between Company and Customer.

10. **COMPLIANCE WITH LAWS**. Each Party agrees to comply with the provisions of all applicable federal, state, county, or municipal laws, regulations or ordinances.

11. **LIMITED WARRANTY**.

11.1. Company shall provide the limited warranty for the Work as described in the applicable Schedule.

11.2. EXCEPT AS PROVIDED IN SECTION 12.1 OF THIS AGREEMENT, ALL EQUIPMENT, SOFTWARE AND SERVICES AND ANY THIRD-PARTY PRODUCTS OR SERVICES PROVIDED HEREUNDER, ARE PROVIDED "AS IS." THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF, AND COMPANY DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THIS AGREEMENT, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT COMPANY OR A THIRD PARTY SOFTWARE, EQUIPMENT OR HARDWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). *COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING, WITHOUT LIMITATION, THE SECURITY, INTEGRITY, OR EFFICIENCY OF THE EQUIPMENT, SOFTWARE OR SERVICES, THAT THE COMPANY SERVICES OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTIONS OR ERRORS OR THAT DEFECTS ARE ALL CORRECTABLE. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE COMPANY EQUIPMENT, SOFTWARE OR SERVICES WILL BE IN COMPLIANCE WITH EVERY APPLICABLE LAW OR REGULATION WITH WHICH CUSTOMER MAY BE REQUIRED TO COMPLY.* Customer acknowledges that Company is not responsible for and will have no liability for any products or services provided by any person or entity other than Company, including items supplied or services performed by Customer or Customer's agent.

11.3. Company makes no warranty, express or implied of the results from use of the Services, Equipment, Software, or Data. Company's employees will exercise their best judgment under the prevailing conditions as they understand them. Any recommendation, interpretation, opinion, or report by Company or its employees is based upon understandings as to conditions and upon inferences and assumption which are subject to error, and with respect to which similarly situated analysts may differ. Accordingly, Company cannot and does not guarantee the results, accuracy, or correctness of any such recommendation, interpretation, opinion, Data, or report. Any action taken by Customer or its co-owners, co-venturers, contractors, or others based on any of Work provided hereunder shall be their own responsibility and at their own risk. COMPANY ASSUMES NO RESPONSIBILITY AND MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, FITNESS, PRODUCTIVITY, PROPER OPERATIONS, OR PROFITABILITY OF ANY OF THE WORK PROVIDED HEREUNDER.

11.4. The provisions of this Section 12 shall survive the termination of this Agreement and any applicable Sales Order regardless of the cause or reason for the termination.

12. **INSURANCE / INDEMNITY.**

12.1. Separate and independent from any other insurance procurement requirements in this Agreement, each of Company and Customer agree to carry insurance in support of their respective indemnity obligations assumed under this Agreement. Any commercial insurance policies obtained by each Party shall be with insurance carriers having an AM Best Rating of "A-" or higher and shall list the other Party as additional insured with respects to the risks and liabilities assumed herein. Each Party will furnish to the other certificates of insurance upon request, as applicable.

12.2. Except as otherwise provided for herein, each Party shall defend indemnify and hold harmless the other Party, and their respective Groups, from and against all Claims of third parties to the extent arising out of a Party's negligence or willful misconduct in performing any of its obligations under this Agreement.

12.3. **Pollution or Contamination**. Customer shall assume all responsibility for, including control, removal, clean up and remediation of, and shall release, protect, defend and indemnify each member of Company Group from and against all Claims arising from pollution or contamination which may occur at, on, or under the Work Site, including, but not limited to, any pre-existing pollution or contamination, or pollution originating below the surface of the land or water.

12.4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY, IF ANY, OF COMPANY (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE) UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO ONE HUNDRED PERCENT (100%) OF THE TOTAL PAYMENTS RECEIVED BY COMPANY UNDER THE APPLICABLE SALES ORDER GIVING RISE TO THE CLAIM, AND CUSTOMER HEREBY AGREES TO RELEASE, DEFEND AND INDEMNIFY COMPANY FROM ALL FURTHER LIABILITY, LOSS, COST AND EXPENSE IN EXCESS OF SUCH AMOUNT.

12.5. **Notification; Conduct of Defense**. The Party receiving a Claim that entitles it (the "Indemnified Party") to defense and indemnification by the other Party (the "Indemnifying Party") pursuant hereto shall promptly provide written notice thereof to the Indemnifying Party. Failure of the Indemnified Party to provide such notice, however, shall not in any way relieve the Indemnifying Party of its obligations hereunder. If the Indemnifying Party unqualifiedly assumes defense and indemnity, the Indemnified Party shall give the Indemnifying Party the option of assuming and conducting the defense of any such Claim. If, for whatever reason, the Indemnifying Party elects not to assume said defense, it shall be assumed and conducted by the Indemnified Party. In any event, the Indemnifying Party shall be obligated to reimburse the defense costs of the Indemnified Party if it is determined that a defense was owed, including all costs and attorney's fees incurred by the Indemnified Party in enforcing the indemnification obligation against the Indemnifying Party. In the defense of any such Claim, the Indemnifying Party shall not enter into any settlement nor consent to any judgment that does not unconditionally release the Indemnified Party from all liability with respect to said Claim or suit.

12.6. **Survival** All release, indemnity and assumption of liability provisions of the Agreement shall survive termination, expiration, or cancellation of the Agreement.

13. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS GROUP FOR, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS GROUP FROM, ANY OF THE RELEASING PARTY'S INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSSES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, WITHOUT REGARD TO THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING, BUT NOT LIMITED TO, THE RELEASED PARTY AND ITS GROUP, WHETHER SUCH

NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

14. **STATUTORY EMPLOYER**. In all cases where Company's employees (defined to include Company's borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., Customer and Company agree that all Work and operations performed by Company and its employees pursuant to this Agreement are an integral part of and are essential to the ability of Customer to generate Customer's goods, products and services for purposes of La. R.S. 23:1061 (A)(1). Furthermore, Customer and Company agree that Customer is the statutory employer of Company's employees for purposes of La. R.S. 23:1061 (A)(3). Irrespective of Customer's status as the statutory employer or special employer (as defined in La. R.S. 23:1031(C)) of Company's employees, Company shall remain primarily responsible for the payment of Louisiana workers' compensation benefits to or for its employees, and shall not be entitled to seek contribution for any such payments from Customer.

15. **CONFIDENTIALITY**. Except as otherwise provided herein, Company and Customer agree that any and all information that is not otherwise publicly available, including but not limited to: (i) the nature and location of the Work, (ii) trade secrets and know-how; (iii) financial information, including pricing; (iv) technical information, including research, developments, processes, procedures, algorithms, designs, and know-how; and (v) business information, including operations, planning, marketing interests, and products communicated by one Party ("Disclosing Party") to the other ("Receiving Party"), shall be "Confidential Information" and treated as and held in strict confidence by Receiving Party, shall be used only for purposes of the Agreement by Receiving Party, and that no Confidential Information shall be disclosed by the Receiving Party, its subcontractors, agents or employees, without the prior written consent of the Disclosing Party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Receiving Party. The Receiving Party shall safeguard Confidential Information with at least the same degree of care that it uses to safeguard its own confidential, proprietary, and trade secret information, but in any event no less than a reasonable degree of care. Upon written request from Disclosing Party, Receiving Party shall destroy or return to Disclosing Party all written Confidential Information obtained, directly or indirectly, from Disclosing Party, and shall not retain any copies of the Confidential Information. Notwithstanding the foregoing, non-destruction of electronic copies of materials or summaries containing or reflecting Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by Receiving Party's business personnel shall not be deemed to violate this Agreement, so long as the Confidential Information contained therein is not disclosed or used in violation of the other terms of this Agreement. Provided, however, that the provisions of this Section 16 shall not apply to information (i) in the public domain, (ii) the Receiving Party had in its possession prior to receiving it from the Disclosing Party (as evidenced by dated documentation), (iii) the Receiving Party obtained from a third Party who rightfully acquired such information, or (iv) the Receiving Party independently developed without reference to the information received from the Disclosing Party (as evidenced by dated documentation). If the Receiving Party must disclose any Confidential Information pursuant to applicable law or regulation or by operation of law, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required, and provided, further, that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure. The terms of this provision shall survive the termination of the Agreement for a period of five (5) years.

16. **GIFTS AND CONFLICTS OF INTEREST**. Neither Party shall offer, pay, give, or agree to pay or give, directly or indirectly, anything of unreasonably high value of any kind whatsoever to any member of the other Party's Group without the prior written consent of the other Party.

17. TERM, TERMINATION, DEFAULT

17.1. **Term;**. This Agreement shall become effective upon the Effective Date and shall continue in force and effect until thirty (30) days following delivery by either Company or Customer of written notice of termination to the other; provided, however, that any Work in progress on the effective date of such termination shall be controlled and governed by this Agreement until its completion.

17.2. Sales Orders may contain a Services Term during which the Services described therein shall be provided by Company. Except as otherwise stipulated in the Sales Order, unless a Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the original Services Term, the Services Term and the Services to be provided under the applicable Sales Order shall automatically renew for a 1-year Services Term.

17.3. **Termination for Convenience.** Termination of this Agreement does not terminate the financial and other obligations of this Agreement or Work being performed pursuant to a Sales Order. In the event Customer elects to terminate this Agreement or any Sales Order for its convenience, all Work being performed pursuant to such Sales Order(s), including all outstanding fees owed under the applicable Services Term shall be immediately due and payable to Company.

17.4. **Termination for Default**. Each of the following shall constitute an event of default by Customer hereunder and under any and all Sales Orders then in effect:

a) Customer's failure to pay any Service fees and any related taxes in the manner described herein;

b) Customer's failure to pay any other amount due and owing under this Agreement or applicable Sales Order after a period of thirty (30) days after such payment was due;

c) Customer's failure to perform and comply with any other provision hereunder or under any Sales Orders if such failure continues for fifteen (15) days after written notice thereof by Company to Customer; or

d) Customer (including any guarantor or other person liable upon Customer's obligations under this Agreement) dissolves or becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, suspends the transaction of its usual business or consents to the appointment of a trustee or receiver, or a trustee or a receiver is appointed for Customer or for a substantial part of its property, or bankruptcy, reorganization, insolvency or similar proceedings are instituted by or against Customer.

17.5. Upon the occurrence of an event of default by Customer, Company shall have the right to immediately terminate this Agreement, any Sales Order and/or the performance of any Work, and remove any and all Equipment from Company's premises. Company also retains any rights or remedies allowed by law. In addition to any amounts due and owing for the Work provided prior to such termination, Company may recover from Customer all of Company's costs and expenses incurred by reason of Customer's breach or default, including without limitation costs and expenses of removing, storing, holding, transporting, and repairing any Equipment, Software, and fees and expenses of attorneys and other professionals employed by Company in connection with the protection and enforcement of its rights and remedies hereunder and under any and all Sales Orders.

18. **ASSIGNMENT**. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred in whole or in part by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Company. Any assignment made in contravention of this Article shall be null and void for all purposes. In all events, Customer shall remain liable for its obligations under this Agreement or any Sales Order. To the extent that there are successors or assigns permitted under this Article, this Agreement or any Sales Order shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

19. **SEVERABILITY**. If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with applicable law.

20. **WAIVER**. Any waiver on the part of Company or Customer of any term or condition of this Agreement shall not constitute a precedent or bind either Party to a waiver of any succeeding breach of the same or any other term or condition of this Agreement.

21. **EMPLOYEES.** Each Party acknowledges that the other Party's employees are critical to servicing its customers and that each Party has expended substantial resources in recruiting and training its employees. Therefore, each Party agrees not to solicit, employ, or otherwise engage the other Party's employees with whom there was substantial contact under this Agreement and for a period of twelve (12) months following the employee's last day of employment with his/her respective employer. Should either Party violate this provision, the violating Party agrees to pay the other Party the greater of one year of the former employee's annual salary or one hundred thousand dollars ($100,000).

22. **NOTICES**. All notices, statements or other communications required or permitted between Company and Customer shall be in writing and shall be considered as having been given if delivered by mail, courier, hand delivery or email to the other Party at the designated physical address or email address. Date of service by mail, courier or hand delivery is the date on which such notice is received by the addressee; provided, however, if such date received is not a Business Day, then the date of service shall be considered to be the next date that is a Business Day. Date of service by email is the date received (evidenced by the email date/time stamp); provided, however, if an email is sent after 5:00 p.m. local time, then the date of service shall be considered to be the next date that is a Business Day. "Business Day" means any day which is not a Saturday, Sunday or legal holiday recognized by the federal government of the United States of America. Either Party may change its physical address, facsimile number or telephone number upon written notice to the other Party, but such change shall not be effective until thirty (30) days after receipt by the other Party. Notices shall be delivered as follows:

    If to **Company**:
    EPIC iO Technologies, Inc.
    Attn: Legal Department
    3463 Lakemont Blvd, Suite 104-B
    Ft Mill, SC 29708
    Email: legal@epicio.com

    If to **Customer**:
    City of Bradenton, Florida
    100 10th Street West
    Bradenton, FL 34205
    Attn: Scott MacDonald
    Email: scott.macdonald@brandentonpd.com

23. **APPLICABLE LAW AND VENUE**. This Agreement, and all the rights and duties of the Parties arising out of, in connection with, or relating in any way to the subject matter of this Agreement or the transactions contemplated by it, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas (excluding its conflict of laws rules). Any suit or proceeding hereunder shall be brought exclusively in state or federal courts located in Tarrant County, Texas. Each Party consents to the personal jurisdiction of the state and federal courts of said county and waives any objection that such courts are an inconvenient forum. If either Party brings an action to enforce their rights under this Agreement, the prevailing party shall recover its expenses (including reasonable attorneys' fees) incurred in said action, including any appeals.

24. **FORCE MAJEURE**. If either Party is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, other than the obligation to pay money, if applicable, then upon such Party giving notice and particulars in writing to the other Party within a reasonable time after the occurrence of the cause relied upon, such obligations, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. Such cause shall, so far as reasonably possible, be remedied with all reasonable dispatch by the Party claiming Force Majeure. "Force Majeure" shall include acts of God, changes in laws and/or acts of government, strikes, pandemics, acts of war, acts of terror, lightning, fire, flood, washout, storm, and any other similar causes that are not reasonably within the control of the Party so affected. If a Force Majeure event exceeds fifteen (15) days, then the non-claiming Party may, upon five (5) days' notice to the Party claiming Force Majeure, cancel the Work under the applicable Sales Order.

25. **HEADINGS**. All headings used in this Agreement are solely for the purpose of convenience and shall in no manner be deemed to be a part of this Agreement or used in interpreting its terms.

26. **EXECUTION WARRANTY**. The persons signing below represent and warrant that they have all requisite power, authority, and authorization to execute this Agreement on behalf of the Parties for whom they sign, and that by signing below, this Agreement shall be fully binding upon and enforceable against all such Parties and their Affiliates.

27. **ENTIRE AGREEMENT/MODIFICATION. THIS AGREEMENT (TOGETHER WITH THE SCHEDULES AND EXHIBITS ATTACHED HERETO AND MADE A PART HEREOF) SETS FORTH THE ENTIRE AGREEMENT BETWEEN COMPANY AND CUSTOMER WITH RESPECT TO ITS SUBJECT MATTER. ALL PRIOR NEGOTIATIONS AND DEALINGS REGARDING THE SUBJECT MATTER HEREOF ARE SUPERSEDED BY AND MERGED INTO THIS AGREEMENT**. No modification of this Agreement or any Sales Order shall be effective unless made in writing and signed by both Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

COMPANY	**CUSTOMER**
EPIC IO TECHNOLOGIES, INC.	_____
By:_____	By:_____
Name: _____	Name:_____
Title: _____	Title:_____

EPIC iO

SOFTWARE SCHEDULE

1. License Grant

1.1. Licenses. Subject to the terms and conditions of the Agreement, this Schedule, and a Sales Order, including Customer's payment of all applicable Fees, Company grants to Customer a limited, non-transferable, nonexclusive license, for the license period specified in the Sales Order, to use the Software and Software Documentation identified in the Sales Order for Customer's internal business use. The Software is licensed, not sold, to Customer, and Company does not grant Customer any right or license to access or use any source code for the Software.

1.2. Third-Party Software. Customer's use of third-party Software will be governed by the separate license agreements under which they are supplied, as noted in the 'About' box or in the Documentation. As further set forth in the Agreement, Company disclaims any representations, warranties and liability regarding such third-party Software.

2. Delivery, Acceptance and Return of Software. Unless otherwise specified in a Sales Order, Software shall be electronically transmitted, downloaded or made available as SaaS to the Customer. Company shall be deemed to have delivered Software when Company makes the Software available for download or made available as SaaS to Customer. If the Order specifies that Software is to be delivered to Customer on physical media, then Company will determine the method of providing such physical media, in accordance with good commercial practices. Customer agrees to reimburse Company for any costs for any non-standard packing, marking, or shipping directions requested by Customer. Customer shall and hereby does accept the Software upon delivery.

3. Term. The term as described under any Sales Order shall commence on the date Company has deemed to have delivered Software to Customer and shall remain in effect for the duration of the Services Term under the applicable Sales Order.

4. Customer Responsibilities. Except as set forth as part of a Sales Order, Company has no obligation to supply to Customer any hardware, equipment or base software, including without limitation servers, operating systems, device drivers, toolboxes, foundational software, hardware or equipment, required for Customer to access and use the Software (the "Customer Equipment"). Customer shall be solely responsible for any requirements regarding the implementation of the Software on Customer Equipment, including, but not limited to, operating system configuration, network, security, compliance with Applicable Law, maintenance, and installation of the Software and any Versions or Corrections. Customer will purchase and maintain (unless agreed to otherwise in a Sales Order) all such Customer Equipment, at its own cost. Customer will update, at Customer's expense, any Customer Equipment to the extent necessary to enable Customer to continue to access and use the Software.

5. Software Services.

5.1. Subject to Customer remaining current with the applicable Annual Maintenance and Support Fees or monthly SaaS service fees set out in a Sales Order, Company will provide those maintenance and support services in connection with the Software as set forth in the Sales Order.

5.2. Subject to Customer remaining current with the applicable Annual Maintenance and Support Fees or monthly SaaS service fees, Company will deliver to Customer any new Versions of the Software. Notwithstanding anything to the contrary, Company is not obligated to create any new Versions of the Software.

5.3. Customer will accept and install the Company's current Version of the Software, as well as any Corrections provided.

5.4. Company has no obligation to provide Support Services for any Software other than Company's then current Version of the Software.

5.5. If a new Version or Correction requires an upgrade to any portion of the Equipment, Company will notify Customer of the required upgrade, and Customer will, at Customer's cost, upgrade such Equipment prior installing the new Version.

6. Customer Obligations and Responsibilities

6.1. Customer will make available such systems, documentation, information and resources as may reasonably be requested by Company to enable Company to carry out the Software Services.

6.2. Software Services Exclusions. Software Services do not include any services not otherwise expressly set out in this Schedule or Sales Order, and expressly exclude (without limitation) the following items (collectively "Excluded Services"):

a) Diagnosis or correction of Defects caused by the unauthorized or improper use or modification of the Software, including not in accordance with the Documentation; or in any Version of the Software other than the current Version; or caused by any Customer Content, Customer Equipment and/or changes made to the Software not performed by Company;

b) Training of Customer's staff;

c) Support, maintenance, and correction of any Customer Equipment or Customer Content.

7. License Restrictions and Representations. Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

a) sell, lease, loan, assign, convey, license, sublicense, encumber or otherwise transfer (except for temporary transfer in the event of a computer malfunction) the Software or any documentation except as expressly set forth herein;

b) decompile, disassemble, or reverse engineer, (or attempt to), any portion of the Software source code from the object code or attempt to discover any source code or underlying ideas or algorithms of any Software;

c) except as expressly set forth in this Agreement, use the Software to provide processing services to third parties, or otherwise use or allow others to use the Software for the benefit of any third party in a commercial timesharing, rental, sharing arrangement, or other "service bureau" basis;

d) remove any product identification, trademark, copyright, confidentiality, proprietary or other notice contained on or within the Software or Documentation; or

e) modify or create derivative works from the Software or any portion thereof, except to the extent that the Software provides for user-modifiable components (should Customer's use of the Software result in a derivative work, Company shall own such derivative work).

8. Software Warranty. Company warrants that for ninety (90) day period following delivery of the Software (the "Warranty Period"),

the Software will materially conform to the Documentation. If within the Warranty Period, Customer notifies Company of a material Defect according to this Schedule, and Company is able to verify the Defect, Company shall, at its option, either correct the Defect, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably practicable, offer to return to Customer Fees paid for the relevant license after Customer certifies that it has returned all copies of the Software and Documentation in its possession. The remedy provided in this Section shall be Customer's exclusive remedy and Company's sole obligation and liability for any breach by Company of the foregoing warranty.

9. Disclaimers.

9.1. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN SECTION 6 OF THIS SCHEDULE, COMPANY EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ALL WARRANTIES OF ANY KIND IN CONNECTION WITH ANY SOFTWARE, DOCUMENTATION, SOFTWARE SERVICES, THIRD-PARTY SOFTWARE OR SERVICES, OR ANY OTHER MATERIALS OR SERVICES PROVIDED UNDER THIS SCHEDULE OR ANY ORDER (COLLECTIVELY, "OFFERINGS"), WHETHER IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGMENT AND ANY WARRANTIES THAT ANY OFFERING WILL (A) DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE CUSTOMER EQUIPMENT OR CUSTOMER CONTENT; (B) PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS; AND (C) BE ACCURATE, UNINTERRUPTED, ERROR FREE OR WILL MEET CUSTOMER'S REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT, AND NO USE OF ANY OFFERING IS AUTHORIZED UNDER THE AGREEMENT EXCEPT UNDER THIS DISCLAIMER.

9.2. CUSTOMER ASSUMES THE ENTIRE RISK OF USE OF THE OFFERINGS, INCLUDING RISK OF UNAUTHORIZED ACCESS AND LOSS OF DATA AND IT SHOULD EXERCISE ITS DISCRETION WHILE USING THE OFFERINGS AND BACKING UP CUSTOMER CONTENT. CUSTOMER AGREES THAT TO THE EXTENT IT RELIES ON THE INFORMATION RELATED TO THE OFFERINGS, IT DOES SO SOLELY AT ITS OWN RISK AND THAT COMPANY SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER.

9.3. IN MAKING OFFERINGS RELATING TO INTERPRETATION OF DATA, COMPANY GIVES CUSTOMER THE BENEFIT OF ITS BEST JUDGMENT, BUT SINCE INTERPRETATIONS ARE OPINIONS BASED ON INFERENCES FROM ELECTRICAL OR OTHER MEASUREMENTS, COMPANY CANNOT, AND SHALL NOT, BE LIABLE OR RESPONSIBLE FOR ANY LOSS, COST, DAMAGES, OR EXPENSES WHATSOVER INCURRED OR SUSTAINED BY CUSTOMER RESULTING FROM ANY RECOMMENDATION OR INTERPRETATION MADE BY COMPANY OR AN OFFERING.

10. Confidential Information. Customer acknowledges that the Software and Software Documentation is Company's Confidential Information.

EPIC iO

EQUIPMENT SCHEDULE

1. Equipment. Subject to the Agreement and in consideration of Customer paying the applicable Fees, Company will supply to Customer the Equipment identified in a Sales Order on a sale or lease basis as set forth in such Sales Order.

1.1. Sold Equipment. With regard to Equipment sold by Company to Customer:

1.1.1. Unless otherwise provided in the Sales Order, Company shall, deliver the Equipment to the Work Site. Delivery dates and times are approximate and based on (i) prompt receipt by Company of all information necessary to permit Company to proceed with Work immediately and without interruption; (ii) Customer's compliance with the payment terms; and (iii) prompt receipt by Company of all evidence Company may request that any required export or import license, as applicable, is in effect. Partial deliveries are permitted.

1.1.2. Company retains a security interest and right of possession in the Equipment until Customer makes full payment, and Customer agrees to sign documentation at Company's request as reasonably necessary to perfect such interest.

1.1.3. In the event Customer does not take delivery of Sold Equipment when available for delivery, Customer shall pay Company a storage fee until such time as Sold Equipment is delivered.

1.1.4. Unless otherwise provided in the Sales Order, title and risk of loss to Equipment shipped by Company shall pass to Customer upon delivery. For the avoidance of doubt, Company does not sell and shall retain ownership of the Site Controller Board and Edge Processing Unit (EPU).

1.2. Leased Equipment. With regard to Equipment leased by Company to Customer:

1.2.1. Delivery of Equipment leased to Customer shall be made by commercially reasonable means. Title to such leased Equipment shall not pass to Customer. Title to any Software, Documentation, and Third-Party Software embedded in or included with Equipment, furnished by Company does not pass to Customer. Customer shall not make any claim or assert any right to the leased Equipment inconsistent with such ownership rights of Company. Customer shall not remove any leased Equipment from the Work Site without the express advance written consent of Company.

1.2.2. Except for ordinary wear and tear, Customer shall be responsible, for the cost of repair or replacement of any leased Equipment that is lost, damaged, vandalized, destroyed or is otherwise not in good working order upon its retrieval by or return to Company during or after the Services Term of any Sales Order.

1.2.3. During the period that leased Equipment is located on a Work Site, Customer shall refrain from, and shall ensure that all persons other than authorized representatives of Company refrain from, touching, tampering or interfering with the Equipment.

1.2.4. Customer shall not encumber or permit any lien or encumbrance to be placed upon any leased Equipment. Customer shall, at Customer's sole cost and expense, take such action as may be necessary to remove any encumbrance from any leased Equipment and to prevent any third party from acquiring any interest in the leased Equipment inconsistent with the ownership rights of Company.

1.2.5. Customer shall not allow leased Equipment to become a part of any realty or deemed to be a fixture. Customer shall not distribute, sell, lease, transfer, assign, trade, rent, lease or lend the leased Equipment or any software provided by Company to any other person or entity. Customer shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any leased Equipment provided hereunder.

1.2.6. Customer shall not modify, duplicate or reverse-engineer any leased Equipment, or adapt the leased Equipment or any software provided hereunder in any way to create a derivative work.

1.2.7. Company shall have the right, at any time during a Services Term, to substitute the leased Equipment being used to provide the Services, so long as such action does not unreasonably interfere with the Services provided by Company.

2. Term. The Services Term and associated Fees shall commence upon the earlier of: i) three (3) days following the date Equipment is shipped to Customer, ii) one (1) day following the date Equipment is installed and activated or iii) thirty (30) days following execution of the applicable Sales Order.

3. Embedded Software. Company grants to Customer a limited, nonexclusive license to use any Embedded Software only with and as embedded within the associated Equipment, and Customer shall have no other rights with respect to Embedded Software, including any right to copy or modify the Embedded Software. Customer may transfer the Embedded Software to a third-party only to the extent that Customer is permitted to transfer the associated Equipment under the Agreement. Embedded Software is otherwise governed by the license restrictions and representations as set forth in the Agreement.

4. Equipment Warranties.

4.1. Sold Equipment. For the period of twelve (12) consecutive calendar months from the shipment date of Equipment ("Sold Equipment Warranty Period"), Company warrants that Equipment sold pursuant to a Sales Order will be free from material defects in material and workmanship and will materially conform to the specifications in the Sales Order. If within the Sold Equipment Warranty Period, Customer notifies Company of such a material defect or non-conformity and Customer returns such Equipment to Company pursuant to the Sales Order, Company shall correct such material defect or non-conformity at its option, (i) by repairing any defective or damaged part or parts of the Equipment causing the material defect or non-conformity, or (ii) by making available any necessary repaired or replacement parts. Inbound shipping charges to Company, including associated taxes, duties, tariffs, etc., shall be paid by Customer. Return (outbound) warranty repair shipping charges shall be paid by Company to the Work Site. If in Company's reasonable judgment such repair or replacement of Equipment is not practicable, Company shall offer to refund or credit monies paid by Customer for such Equipment upon a return of such Equipment to Company. The repair or replacement of such equipment, products or parts during the Equipment Warranty Period shall not give rise to a new or extended warranty period. The terms of this warranty do not apply to any goods which have a life, under normal usages, that is inherently less than one (1) year. The remedies stated in this Section 3.1 are Customer's sole and exclusive remedy, and Company's sole obligation and liability, for any breach of the warranty under this Section 4.1 for sold Equipment.

4.2. Leased Equipment. Provided that Customer has paid all Fees due, Company warrants that Equipment leased will be free from

material defects in material and workmanship and will materially conform to any specifications agreed to in the applicable Sales Order during the lease period (the "Leased Equipment Warranty Period"). If within the Leased Equipment Warranty Period, Customer notifies Company of such a material defect or non-conformity, and Customer returns such Equipment to Company pursuant to Company's applicable repair and replacement policy, Company shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the Equipment, or (ii) by delivering, in accordance with standard delivery protocols, any necessary repaired or replacement parts. In the event Company determines that the defect or non-conformity to the leased Equipment resulted from a Warranty Exclusion, Customer shall be charged the then applicable list price for the replacement of the Equipment. If in Company's reasonable judgment such repair or replacement of Equipment is not practicable, Company shall permit Customer to terminate the lease and return such Equipment. The remedies stated in this Section 4.2 are Customer's sole and exclusive remedy, and Company's sole obligation and liability, for any breach of the warranty under this Section 3.2 for leased Equipment

4.3. Warranty Exclusions. The warranty set forth in Sections 4.1 and 4.2 shall not extend to, and Company shall have no responsibility for, any defects or non-conformity of or issues with the applicable Equipment arising out of: (i) a modification of the Equipment made by anyone other than Company, unless prior written approval of Company to such modification is obtained by Customer; (ii) accident, abuse, misuse, neglect or normal wear and tear; (iii) Customer's improper handling, storage, repair, installation, use, or maintenance of the Equipment in accordance with the Equipment Documentation; (iii) Customer's improper design, operation, and configuration of the system into which the Equipment is installed; or (iv) use of the Equipment in combination with any, software, equipment or systems not authorized in the Equipment Documentation or with equipment or software specifically forbidden by the Equipment Documentation, or otherwise not in accordance with the Equipment Documentation (collectively, "Warranty Exclusions").

4.4. Pass Through Warranties. Company, to the extent permissible, will pass-through to Customer all available warranties and provide all available (including extended) applicable original equipment manufacturer and additional warranties for any third-party Equipment and any associated third-party Embedded Software. As further set forth in the Agreement, Company disclaims any representations, warranties and liability regarding such third-party Equipment and any associated third-party Embedded Software.

4.5. Use Restrictions. Customer covenants and agrees that its use of the leased Equipment will be in a manner consistent with this Agreement, the operating parameters and policies of Company and with all applicable laws and regulations, including trade secret, copyright, trademark, privacy, and export control laws.

EXHIBIT A
PUBLIC RECORDS RETENTION REQUIREMENTS

Public Records Retention Requirements for Vendors Operating within Florida Public Sector: Public Records. Pursuant to the provisions of Section 1 19.0701, Fla.Stat., and to the extent applicable under Florida law, Vendor shall comply with the public records laws as follows:

Keep and maintain public records required by the City in order to perform the service.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 1 19, Fla. Stat., or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.

Upon completion of the contract and the City's written request to Vendor, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the City, upon request of the City's custodian of public records.

Vendor shall indemnify and hold harmless City, and City's officers, and employees, from and against any and all claims of loss, damages, liability, cost and expenses (including reasonable attorneys' fees and expenses) arising from the failure of Vendor to comply with the requirements of this Section 4. I or the Florida Public Records Law, Chapter 1 19, Florida Statutes.

Required notice:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-932-9400; cityclerk@bradentonfl.gov; 101 12th Street West, Bradenton, FL 34205.

E-Verify: Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Vendor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Vendor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Vendor hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Vendor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

Scrutinized Companies Certification — Vendor certifies in accordance with Section 287.135, Florida Statutes, which prohibits local government agencies from entering into or renewing a contract for goods or services (i) of any amount with companies that are on the Boycott Israel List or engaged in a boycott of Israel and (ii) of $1 million or more, with companies that are on either the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, that Vendor is not in violation of Section 287.135, Florida Statutes on such lists, engaged in such a boycott, or engaged in such business operations. Vendor acknowledges and agrees the Agreement may be terminated at City of Bradenton's option if it is found (i) Vendor forgoing certification is false or (ii) Vendor has been placed on such lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

Public Entity Crimes - Per Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Vendor certifies that Vendor is not on the convicted vendor list.

Limitation on Indemnification: Notwithstanding any provisions contained in the contract, any indemnification provided by the City shall be subject to the monetary limitations of Section 768.28, Florida Statutes, and shall not be construed as a waiver of City's sovereign immunity.

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA25-07

SUGGESTED ACTION: City Council Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Budget Adjustment (BA25-07) submitted to fund the new generator at the Water Treatment Plant. Funds were moved to 40253320-564000 (Capital Outlay) in the amount of $1,020,995.000.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA25-07.

ATTACHMENTS:
Budget Adjustment BA25-07

RESOLUTION NUMBER BA25-07

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2024-2025 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City's Public Works Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of purchasing a generator for the water treatment plant.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 23rd DAY OF JULY 2025.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Public Works

For: Water Treatment Plant

Date: 7-10-25

Budget Adjustment #: BA25-07

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

Explanation for Adjustment: purchase of a generator

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

Account Number: 40253320 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 57,117.00

Account Number: 40253320 564000
Line item description: Capital Outlay

Increase (in $): 1,020,995.00 Decrease (in $):

Account Number: 40205 381408
Line item description: Transfer from fund 408

Increase (in $): 963,877.00 Decrease (in $):

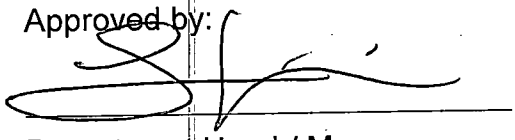
Account Number: 40859000 563000 25511
Line item description: WTP Improvements

Increase (in $): Decrease (in $): 963,877.00

Account Number: 40858100 591402
Line item description: Transfer to fund 402

Increase (in $): 963,877.00 Decrease (in $):

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order 1 to Agreement 24PLN41 with the Florida Department of Environmental Protection (FDEP) for the City of Bradenton Adaptation Plan

SUGGESTED ACTION: Approval by Council to enter into the Agreement with FDEP 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 applied for and received a grant from FDEP for the Adaptation Plan; the plan is the next step in identifying and prioritizing critical public assets for hardening against sea level rise, relocation, or rehabilitation for future protection. FDEP revised standard language to the previously approved Grant Amendment 1 extending the task timelines within the Agreement period. No financial impacts will be made.

FINANCIAL IMPACT:
The FDEP grant will fund 100% of the Adaptation Plan.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Change Order 1 to Agreement 24PLN41 with the FDEP for the Adaptation Plan.

ATTACHMENTS:
Change Order No. 1 to 24PLN41

CHANGE ORDER No. 1
DEP AGREEMENT No. 24PLN41
City of Bradenton Adaptation Plan

GRANTEE:
City of Bradenton
101 Old Main Street
Bradenton, Florida 34205

This agreement, between the Department of Environmental Protection (DEPARTMENT) and GRANTEE, entered into on November 15, 2024, and amended on March 3, 2025, is hereby revised as follows:

WHEREAS, the GRANTEE has requested a change in task timelines within the Agreement period.

NOW THEREFORE, the DEPARTMENT and the GRANTEE hereby agree as follows:

1. Attachment 3-A, Revised Grant Work Plan is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

2. All other terms and conditions of the Agreement remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year, last written below.

City of Bradenton

By: _____
Gene Brown, Mayor

_____
Print Name and Title

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Hanna Tillotson, Program Administrator

_____
Print Name and Title

Date: _____

FEID No. 59-6000283

If someone other than the mayor signs this Agreement, a resolution, statement, or other documentation authorizing that person to sign the Agreement on behalf of the city must accompany the Agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
Attachment	3-B	Second Revised Grant Work Plan (5 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN41

ATTACHMENT 3-B

PROJECT TITLE: City of Bradenton Adaptation Plan

PROJECT LOCATION: The Project is located in City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will complete the City of Bradenton Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will identify potential local representatives to serve on the project steering committee and prepare a draft list of representatives to serve on the project steering committee. It is recommended that the committee be limited to no more than 10 representatives to better manage project outcomes. The Grantee will review and approve the steering committee list and then send an email to the members with the request to confirm their acceptance or denial of their participation on the steering committee.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes; and

- **2.2:** List of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. 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. A minimum of two steering committee meetings is recommended, at the beginning and end of the project; however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following for each meeting:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, appropriate resources and data, relevant assets, and recommended focus areas.

Task 4: Public Outreach Meeting

Description: The Grantee will conduct a public outreach meeting during the initial development of the AP. The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as

a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft AP.

Task 6: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the 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. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes.

Task 7: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. 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.

Deliverables: The Grantee will provide the following:

- **7.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 8: Public Presentation

Description: The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);

- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the

aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
2	Assemble Steering Committee	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
3	Conduct Steering Committee Meetings	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
4	Public Outreach Meeting	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
5	Draft Adaptation Needs and Strategies	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
6	Community Prioritization of Adaptation Needs	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
7	Final Adaptation Plan	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	4/30/2026
8	Public Presentation	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	5/31/2026
		Total:	**$80,000**	**$40,000**	**$120,000**		

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Tamara Melton, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement (ILA) with Manatee County for the Beautification of the Palma Sola-Perico Bay Medians

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
ILA for Manatee County to assist the City of Bradenton to beautify and landscape the medians of State Road 64 between 11700 Manatee Avenue West and Perico Way, commonly known as the Palma Sola Causeway.

The County desires to be responsible for the ongoing maintenance, signage, trash removal, and landscaping of the Causeway, and the City has no objection

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the agreement.

SUGGESTED MOTION:
Motion to approve the ILA with Manatee County for the beautification and maintenance of the Palma Sola-Perico Bay medians.

ATTACHMENTS:
ILA with Manatee County

INTERLOCAL AGREEMENT

regarding

THE BEAUTIFICATION OF THE PALMA SOLA-PERICO BAY MEDIANS
(State Road 64 between 11700 Manatee Avenue West (Manatee County Preserve) and Perico Way
(for the north and south sides of the medians)

BY AND BETWEEN
CITY OF BRADENTON
and
MANATEE COUNTY, FLORIDA

This Interlocal Agreement ("Interlocal Agreement" or "Agreement") is made and entered into this _____ day of _____, 2025 by and between the **City of Bradenton**, a Florida municipality created and existing under the laws of the State of Florida, hereinafter referred to as the "City", and **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

RECITALS

WHEREAS, the governing bodies of the City and the County have determined that it is in the public interest to undertake a joint project to beautify and landscape that section of State Road 64 between 11700 Manatee Avenue West (Manatee County Preserve) and Perico Way, commonly known as the Palma Sola Causeway, hereinafter referred to as the "Causeway"; and

WHEREAS, the City is currently responsible for the maintenance, signage, trash removal and landscaping of the Causeway; and

WHEREAS, the County desires to be responsible for the ongoing maintenance, signage, trash removal, and landscaping of the Causeway, and the City has no objection to the County assuming such maintenance, signage and landscaping responsibilities; and

WHEREAS, Section 163.01 of the Florida Statutes, the "Florida Interlocal Cooperation Act", permits the City and the County to enter into this Agreement to exercise the powers, privileges, and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to the ongoing maintenance, signage, trash removal and landscaping of the Palma Sola Causeway.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and representations contained herein, it is agreed between the parties hereto as follows:

Article I
AUTHORITY

This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and the laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes, and Section 163.01 of Florida Statutes.

Article II
RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

Article III
TERM AND TERMINATION

3.1 **Effective Date.** This Agreement shall take effect as of the date set forth above.

3.2 **Termination**. This Agreement may be terminated for convenience by either party upon ninety (90) days written notice to the other party. Unless terminated for cause in accordance with applicable law, this Interlocal Agreement shall remain in full force and effect until the written notice between the City and County. Upon termination, the City's annual technician salary payment obligation for the final contract year shall be prorated.

Article IV
TRANSFER OF ONGOING MAINTENANCE

4.1 **Improvements.** The City and the County shall jointly participate in the project for the beautification improvements on the Causeway.

4.2 **Maintenance.** The County shall be solely responsible for the ongoing maintenance of the landscape of the Medians, this would include everything inside the curbing including mulch, plants, trees, sod, and irrigation, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

4.3 **Jurisdiction.** The City shall be solely responsible for all jurisdiction of the Medians. Manatee County will have no jurisdiction of activities on the Medians.

4.4 **FDOT Maintenance.** The maintenance, signage and landscaping of the Perico Bay Medians shall conform to all FDOT Maintenance of Traffic Standards. Should the County desire to close a traffic lane due to such maintenance, the County agrees to coordinate such lane closure with the FDOT Manatee Operations Center.

Article V
AMENDMENTS; ENFORCEMENT

5.1 **Amendments Generally.** This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners, for the City by its City Council, and only if properly executed by all the parties hereto.

5.2 **Enforcement.** The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article VI
MISCELLANEOUS PROVISIONS

6.0 **County Permits.** The parties anticipate that the County will apply for FDOT permits as necessary to formally assume responsibility for the maintenance and landscaping of the medians within the Maintained ROW. The City hereby agrees to cooperate with the County and execute any documents as may be reasonably necessary for the County to obtain said FDOT permits.

6.1 **Validity.** After consultation with their respective legal counsel, the City and the County each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represent, warrant and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

6.2 **No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be

or constitute general obligations, debts or liabilities of the City, the County, the State of Florida, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The obligations of the County and City hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners and City Council, respectively, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's or the City's ad valorem revenues or funds, or upon any other revenues or funds of the County or the City, as may be construed under the laws or the Constitution of the State of Florida. No party to this Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the County.

6.3 **Indemnification. To the extent permitted by law, including without limitation Section 768.28, Florida Statutes and the dollar limitations set forth therein, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party")** shall defend, indemnify and save harmless the others, their officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Agreement.

6.4 **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

6.5 **Ambiguities.** All parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

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

6.7 **Severability.** The provisions of this Agreement are declared by the parties to be severable.

6.8 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

6.9 **Full Agreement; Filing with the Clerk of Circuit Court.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Section 163.01(11), of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk of the Circuit Court for Manatee County.

6.10 **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified r registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:

Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205

With a copy to:

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney

If to City:

City Administrator
101 Old Main Street West
Bradenton, Florida 34205

With a copy to:

Scott Rudacille, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives as of the dates set forth below.

CITY OF BRADENTON, a Florida municipality

By:_____
Gene Brown, Mayor

Date:_____

ATTEST:

By:_____
City Clerk

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairperson

Date:_____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:_____
Deputy Clerk

EXHIBIT "A"

UPDATED LANDSCAPE PLAN OF INTERLOCAL AGREEMENT

See attached

EXHIBIT "A"

LANDSCAPE PLAN
FOR
MANATEE AVENUE
MEDIAN IMPROVEMENTS

INDEX

TITLE	SHEET

LOCATED AT:

SECTION 26 , TOWNSHIP 34 SOUTH , RANGE 16 EAST
MANATEE COUNTY, FLORIDA

PROJECT LIMITS (MP 2.075 TO MP 2.300)



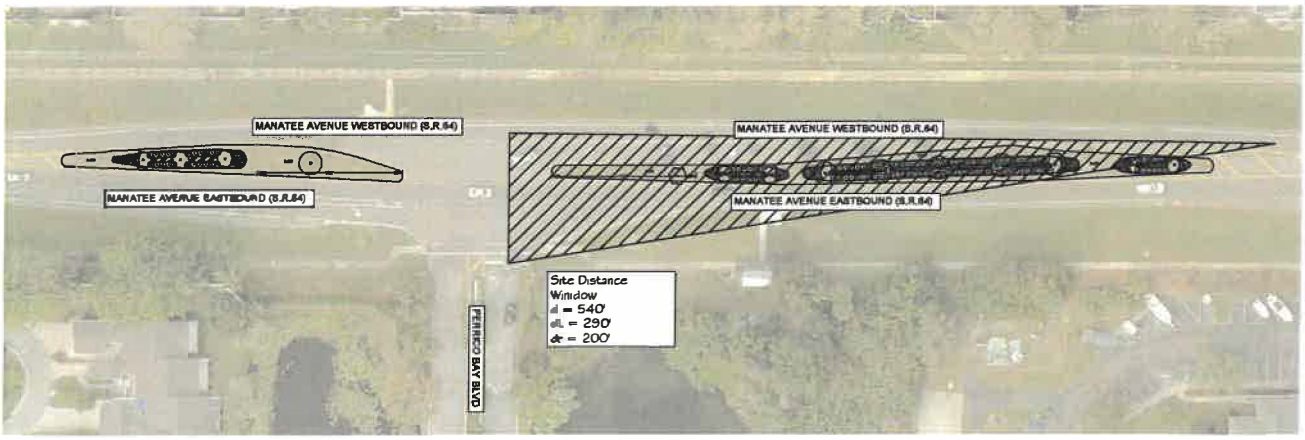
VICINITY MAP

POSTED SPEED 45 MPH

Gause Associates

Landscape Architecture | Land Planning | Environmental Consulting Arborist | Permitting | Project Management | Irrigation Design

EXHIBIT "A"



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	REMARKS
EXISTING PALMS					
	EX	6	Existing Robel palm	N/A	
EXISTING TREES					
	EXIST	6	Existing oak	N/A	
SHRUBS					
	NA	72	Neoregelia carolinae / Bromeliad	3 gal	
	ZF	134	Zamia furfuracea / Florida Coontie	7 gal	native

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	REMARKS
SHRUB AREAS						
	HC	18	Hamelia patens 'Compacta' / Compact Firebush	3 gal	30" o.c.	18" ht, 18" spd
	MC	208	Muhlenbergia capillaris / Pink Muhly Grass	3 gal	36" o.c.	native, full

SOD - BY ALABAMA FLORATAM

Gause Associates

MANATEE AVENUE MEDIANS
LANDSCAPE IMPROVEMENTS

LOCATED AT:
MANATEE AVE
BRADENTON, FL
SECTION 26
TOWNSHIP 34 SOUTH
RANGE 18 EAST
MANATEE COUNTY, FLORIDA

LANDSCAPE PLAN

L.1

EXHIBIT "A"

LANDSCAPE NOTES:

1. In the event of conflict between quantities shown on the plant list and the plans, the plans shall control. Improvements made by the Landscape Contractor shall be no cause for additional costs to the owner. Soil, mulch, and topsoil quantity take-offs shall be the responsibility of the contractor.

2. No substitutions shall be made without the written consent of the Owner or Landscape Architect.

3. Fertilizer shall be applied to all new planting areas at a rate of 1 lbs Ste. equivalent, 1 1/2 lbs. actual phosphorus, and 1 1/2 lbs. actual potash per 1,000 sq. ft. of planting area. The fertilizer shall also contain all minor trace elements suitable for the area where it is to be used.

4. All shrub bed and mixtures shall contain 2/3 bed of shrubs topsoil and 1/3 peat, with 5 oz. of super-dissolved added to with each cubic yard. Shrub beds shall be uniformly graded to a depth of 12". Pit beds within planting beds shall be between 6.8 and 7.2 following plant installation. It shall be the Landscape Contractor's responsibility to achieve this proper pH level.

5. Topsoil material, when called for on the plans, shall be free of stone, stones larger than 1" dia., plants, or any other debris which would be toxic or otherwise harmful to plant growth. Topsoil should be fertile, friable, and of a naturally loamy character.

6. The Landscape Contractor shall take all necessary precautions to protect all existing structures on the site and shall be held responsible for any damage done by his operation.

7. It shall be the Landscape Contractor's financial responsibility to prevent plants and trees from falling or being blown over, and to replace all plants which are damaged at no additional cost to the owner for sustained winds of less than 60 MPH.

8. Maintenance shall begin after each plant has been installed and shall continue until final acceptance by the Landscape Architect. Maintenance shall include pruning, mulching, weeding, replacement of sick or dead plants, watering (including cost of equipment such as a watering unit) and any other care which is needed for the proper growth of the plant material.

9. Excess waste material shall be removed daily from the site.

10. All plant materials used shall conform to the standards for Florida No. 1 or better as described in "Grades and Standards for Nursery Plants", State of Florida, Department of Agriculture and Consumer Services, Division of Plant Industry, 2022 edition or most recent as approved by the Landscape Architect.

11. Contractor shall install an automatic irrigation system which provides 100% coverage of all landscaped areas, including the mulched bulbs as shown on plan. Lowest quality water source shall be used.

12. All B & B or Fully Grown material (except palms) shall be obtained from "Florida Plant" certified nurseries.

13. All trimming of existing trees shall be conducted or overseen by a certified arborist. Contractor shall flushout existing sites one cell of flexible system at ET1

14. 1-800-432-4770 for the location of underground utility lines. Contractor shall verify the exact locations of said facilities prior to excavation and shall assume any cost or liability for damages which may occur due to the contractor's failure to locate and preserve said facilities.

15. Trees shall not be planted or located within 10 feet of any potable water main, reclaimed water main, sanitary force main, gravity sanitary sewer main, sanitary manhole, or telecommunication / force main appurtenance such as meters, hydrants, backflow preventers, reservoirs, etc. that are owned and maintained by Manatee County. An approved root barrier shall be used where trees are planted closer than 10'.

16. All shrub beds and hedges shall be top-dressed with 3" of pine bark mulch unless otherwise stated on the plans or plant schedule. Mulch shall be pulled back 4" from tree trunks and restored to even depth and to evenly grade.

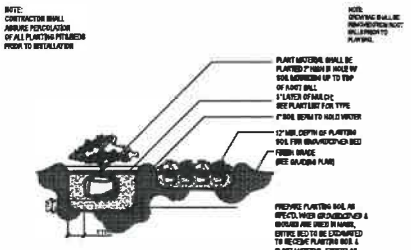
17. It shall be the responsibility of the landscape contractor to coordinate activities with other contractors on the job site.

18. All plant materials shall be fully guaranteed for a period of one (1) year following final acceptance by the owner.

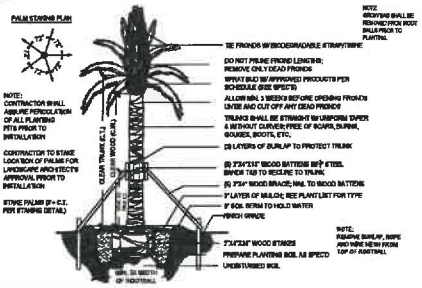
19. Unit prices for all plant material shall be provided in the landscape architect or owner upon request.

20. All landscape materials installed within the public right of way shall be installed to meet all state and local codes and regulations.

21. Sod shall be St. Augustine 'Palmetto'. Sod shall be laid tight and rolled if necessary.



1 Shrub & Groundcover Planting
Scale: N.T.S.



2 Palm Planting
Scale: N.T.S.

Gause Associates

MANATEE AVENUE MEDIANS LANDSCAPE IMPROVEMENTS

LOCATED AT:
MANATEE AVE
BRADENTON, FL
SECTION 29
TOWNSHIP 35 SOUTH
RANGE 18 EAST
MANATEE COUNTY, FLORIDA

LANDSCAPE NOTES, DETAILS

L.2

EXHIBIT "B"

LOCATION MAP OF INTERLOCAL AGREEMENT

See attached

EXHIBIT "B"



INTERLOCAL AGREEMENT

N
W E
S

STATE ROAD 64

Manatee County FLORIDA

DISTRICT 3 - TAL SIDDIQUE

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Water Treatment Plant (WTP) Replacement Generator

SUGGESTED ACTION: City Council approval for the purchase of a replacement generator at the WTP.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The generator at the WTP is approximately 38 years old and has reached the end of its service life. This generator is a critical component of the WTP's emergency preparedness and operational reliability. Its primary function is to provide backup electrical power in the event of a utility outage, ensuring that the plant can continue treating and delivering safe water without interruption. This purchase is in compliance with Contract PB 24-006NT.

FINANCIAL IMPACT:
The total cost of the generator is $1,020,994.07 and will be paid from the Water Treatment Machine & Equipment Capital Outlay account (GL 40253320-564000).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of a new generator for the Water Treatment Plant.

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: **6/30/2025**

QUOTATION NO: **LP-31514739-25**

CUSTOMER NAME: **CITY OF BRADENTON**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **35-40 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **6-8 Weeks**
JOBSITE ADDRESS: **5800 Natalie Way E**
CITY/STATE/ZIP: **Bradenton FL 34203**
PROJECT NAME: **CITY OF BRADENTON NATALIE WAY WTP**

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. **SOURCWELL Contract # 092222-CAT** One (1) New Caterpillar Diesel Generator – Model C32 GC 1000 kW Standby at 0.8 PF, 208/120VAC, 3 Phase, 60 Hz at 1800 RPM, with the following features and accessories: • EPA Tier 2 Certified Engine, Caterpillar model C32 • UL 2200 Listed Genset, NFPA 110 alarms • Main UL circuit breaker, 3 Pole, 1600 Amp, generator mounted, LSI • Ground Fault Indication • GCCP1.2 Control panel with safety shutdowns, Engine controls and metering • Remote annunciator panel with enclosure (shipped loose, installed by others) • 105 degrees C rise generator with voltage regulator, PMG excitation • ADEM electronic governor • Jacket water heater		

Quotation Accepted By: City of Bradenton Date: 7-23-2025 Tax No.: 85-8012621545C-7

Customer: _____ Salesman's Signature: *Lydon Perkins*

Gene Brown, Mayor

Lydon Perkins, EP Sales. Central Florida

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- 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
• Battery charger UL 10 amps, 120VAC input • Generator space heater, 120VAC input • Batteries, lead acid • Factory test at rated power factor, unwitnessed • 5 Year / 2500-hour Caterpillar Platinum Extended Service Coverage		
Caterpillar List price for above		$ 270,867.34
Caterpillar Deduct per Sourcewell Contract (31%)		-$80,998.97
Caterpillar Price With Sourcewell discount		**$186,898.47**
One (1) ASCO 300 Series Automatic Transfer Switch ($35,390.59 List, 5% Discount) • 3 Pole, 2600 Amp, 480/277 3Ph VAC, Open Unit		$33,621.06
UL142 Listed Day Tank, 200-gallon capacity ($19,067.00 List, 5% Discount)		$18,113.65
UL142 Listed Main Tank, 7,500-gallon capacity, Pneumercator TMS-2000 and stair package ($131,381.25 List, 5% discount) • * 9119 gallons of usable fuel (when tank is filled to 90%)		$124,812.19
Exhaust Assembly – Flex, silencer, wall thimble ($9,400.00 List, 5% Discount)		$8,930.00
Rental generator – 1000kW, up to 4 weeks ($39,100.00 List, 5% Discount)		$37,145.00
Duplex Parker Racor Filter ($2,036.47 List, 5% Discount)		$1,934.65
Two (2) remote emergency stop buttons ($1,465.89 List, 5% Discount)		$1,392.60
Turnkey Services – General Contracting Services, Electrical Installation ($396,654.50 List, 5% Discount) • Installation of new Automatic Transfer Switch/Retrofit Controls • Connection of temporary Generator set to Automatic Transfer Switch • Temporary fencing for active Jobsite and open trench • Decommissioning, removal and disposal of existing Main Tank • Decommissioning, removal and disposal of existing Day tank • Removal and disposal of existing intake and exhaust louvers and exhaust system • Disconnection and removal of existing generator set • Site work for fuel pipe trenching, and installation of trench and grating for Fuel trench • Crane and rigging – Offload, assemble and set new generator set, Day tank and Main Fuel Tank • Installation of New Day tank, Battery Charger, exhaust system, Louvers(Intake and Exhaust), • Commissioning of New Fuel Tank • Connect new generator set • Installation of Lightning Protection System for Main Fuel Tank		$376,821.78
Commissioning Services ($27,539.26 List, 5% Discount) • Prestart inspection- ½ Day • Startup – 2 Technician Days • 4-hour load test conducted on site, resistive – 1 Technician Day • Customer Training – ½ Technician Day		$26,162.30

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Freight ($35,277.22List, 5% Discount)		$33,513.36
Total net price for above		**$849,345.05**
Adder for Docking station installation and concrete pad ($98,750.00 List, 5% Discount)		*$93,812.50*
Adder for Trystar Dual Purpose Docking Station ($81,933.18 List, 5% Discount)		*$77,836.52*
Total with Docking Station adder		*$1,020,994.07*
Adder to include quarterly maintenance inspection and one annual service, for one year		*$3,800.00*
Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to City of Bradenton		
Recent changes in North American trade policies have introduced new tariffs on various imported goods. Specifically, the U.S. has imposed a 25% tariff on imports from Canada and Mexico, affecting products that do not meet the United States-Mexico-Canada Agreement (USMCA) origin rules. Additionally, certain Canadian imports, including energy products, face a separate 10% tariff.		
We are actively monitoring the situation and working to mitigate any potential disruptions to ensure we continue to provide high-quality products and services to our customers. In some instances, it may be necessary for Ring Power to pass along these increased costs and will communicate the potential impact as soon as reasonably known. We appreciate your understanding and support as we navigate these changes		

Quotation in accordance with Ring Power's understanding of scope based on the preliminary site walk. This proposal is prepared without review of the existing as built or site drawings. The cost is subject to change upon reviewing drawings, required specifications or change in scope.

Clarifications/Deviations/Exceptions:

- Customer is responsible for scheduling and facilitating Utility outages with the Utility provider for Switchgear and ATS installation.
- No fuel is included in this proposal. Customer is responsible for fuel on initial fill and for testing of the Rental Generator, Day Tank, and Main Fuel tank
- Proposal assumes customer will relocate the existing generator set once it has been disconnected and removed from the building.
- This proposal does not include removal of fuel from the existing generator set.
- Engineered drawings and permits/fees are not included in this proposal.
- Proposal assumes existing equipment to be reused is in working condition; any deficiencies or repairs needed will be quoted separately

Notes:

1. Sales tax is not included.
2. Pricing includes start-up, testing, and customer training.
3. Audio and video recording of training is not permitted.
4. All labor is assumed during standard working hours (Mon–Fri, 8:00 AM–5:00 PM); after-hours labor will incur additional charges.
5. Equipment provided is limited to the Bill of Materials (BOM) and scope described in this proposal. Exceptions apply to any specifications or drawings not available at the time of quotation.
6. Pricing assumes that the generator and ATS will be commissioned at the same time under a single mobilization, separate commissioning to be performed at additional cost.
7. Warranty coverage for non-Caterpillar equipment begins upon shipment from the original manufacturer.
8. Installation, labor, conduit, wire, equipment offloading, anchor bolts, pads, fuel, and fuel piping are not included.
9. Specialized testing (NETA, infrared, emissions, etc.) is excluded unless specifically listed in this proposal.
10. Coordination studies, arc flash analysis, and protective settings are excluded. Relay and circuit breaker settings must be determined and implemented by others.
11. Ring Power Corporation does not participate in Contractor Controlled Insurance Programs (CCIP).
12. **Equipment will not be released for production until Ring Power receives both a signed sales agreement and approved submittals from the customer. This process ensures delivery of equipment aligned with project needs.** For any assistance, please contact your Ring Power sales representative.

Thank you for considering Ring Power Systems for your equipment needs

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Lydon Perkins
Lydon Perkins
Ring Power Systems, Generator Sales Central Florida
813 230 2181 Cell
Lydon.Perkins@ringpower.com

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for 19th and 20th Street West Sidewalk Replacement Project

SUGGESTED ACTION: Council approval of the work assignment for AJ Construction to complete sidewalk replacement on 19th and 20th St W between 12th and 14th Avenue West (Ward 3)

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FY2025 is the fourth year Council has approved funding for sidewalk replacement using half cent sales tax revenues. The project replaces approximately 2200 LF of sidewalk that is crack and damage immediately east of Wares Creek on 19th and 20th Street West. The work is authorized by ITB 22-002KC for AJ Construction to complete the work estimated at $221,109.39 and funded in GL account 30258200-563000-25803 (approved by Council Sept 2024).

FINANCIAL IMPACT:
The work is authorized by ITB 22-002KC for AJ Construction to complete the work estimated at $221,109.39 and funded in GL account 30258200-563000-25803 (approved by Council Sept 2024).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the work assignment for AJ General Construction Services to complete the 19th and 20th Street West Sidewalk Replacement Project.

ATTACHMENTS:
Work Assignment
Scope and Schedule
Price Schedule
Sidewalk Replacement Map

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2502

WORK ASSIGNMENT TITLE: (19th and 20th St W. Sidewalk Replacement)

Pursuant to the City of Bradenton, Agreement for sidewalk replacement Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and A.J. General Construction Services, 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:

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 $221,109.39. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: sidewalk replacement on 19th and 20th St W. Bradenton Fl.

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 sidewalk replacement Services and this Work Assignment dated July/07/2025. _____.

Contractor

BY: Natasha A Trimble _____

Digitally signed by Natasha A Trimble
DN: C=US, E=natasha@ajgeneralconstruct.com, CN=Natasha A Trimble
Date: 2025.07.09 08:07:28-04'00'

Printed Name: Natasha Trimble

Title: Project Manager

Date: 07/09/2025

CITY OF BRADENTON

BY:_____

Date: _____

Scope — 19th & 20th Street West Sidewalk Replacement Project

This project consists of the removal and replacement of approximately 2,200 linear feet of deteriorated sidewalk along 19th Street West and 20th Street West, between 12th Avenue West and 14th Avenue West. Work will include sidewalk replacement on one side of 19th Street West and on both sides of 20th Street West. In addition, one side of 14th Avenue West, between 19th Street West and 20th Street West, will be paved. The scope also includes the replacement of approximately 7 driveway aprons within the project limits. These sections have been identified through a recent condition assessment as requiring replacement due to safety concerns, structural deterioration, and the need for functional and aesthetic improvements.

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.

Item Number	Description	Estimate			
	Lump Sum Items	Unit	Quantity	Unit Price	Total Price
L1	Mobilization	8%	1		$ 15,935.81
L2	Maintenance of Traffic (Local Roads, No Flaggers Required)	2%	1		$ 3,983.95
L3	Maintenance of Traffic (Collector Streets)	4%			$ -
L4	Maintenance of Traffic (Arterials as Define by Land Use)	6%			$ -
L5	Enviromental Protection	1%	1		$ 1,991.98
	Concrete Removal				
	Concrete Curb Removal, includes hauling and disposal				
R1	1-250 LF	LF		$ 15.00	$ -
R2	250 of more LF	LF		$ 9.00	$ -
	Concrete Sidewalk and drivewalk Removal				
R3	1-150 SY	SY		$ 49.00	$ -
R4	150 or more SY	SY	1,418	$ 44.00	$ 62,392.00
	Concrete Placement				
P1	Concrete, Type D Curb	LF	210	$ 37.50	$ 7,875.00
P2	Concrete, Type F Curb	LF		$ 37.50	$ -
P3	Concrete 24", Type A Miami Curb	LF		$ 37.50	$ -
P4	Concrete Sidewalk 4" Depth	SY	1,013	$ 56.25	$ 56,981.25
P5	Concrete Sidewalk 6" Depth	SY	405	$ 87.50	$ 35,437.50
P6	Concrete Other 4" Depth	SY		$ 75.00	$ -
P7	Concrete Other 6" Depth	SY		$ 93.75	$ -
P8	Concrete, Retaining Wall (<=12")	CY		$ 1,000.00	$ -
	Signing and Striping				
S1	12" Solid Thermoplastic Striping	LF	230	$ 8.75	$ 2,012.50
S2	24" Solid Thermoplastic Striping	LF		$ 16.25	$ -
S3	White or Yellow Paint Curb Marking	LF		$ 7.50	$ -
S4	Relocate Existing Post Mounted Sign	EA	4	$ 219.00	$ 876.00
S5	Install New Post Mounted Sign	EA		$ 500.00	$ -
S6	Rectangular Rapid Flashing Beacon (FDOT 654-2-22)	LS		$ 12,000.00	$ -
	Other				
Q1	Silt Fence	LF	2,200	$ 4.00	$ 8,800.00
Q2	Storm Inlet Protection	EA	4	$ 93.00	$ 372.00
Q3	Reset Granite Curb	LF		$ 45.00	$ -
Q4	Argentine Bahia Sod, Installed FDOT Standards	SF	10,860	$ 0.84	$ 9,122.40
Q5	St. Augustine Sod, Installed FDOT Standards	SF		$ 1.55	$ -
Q6	Detectable Warning Mat, F&I, 2'x3' yellow	EA	6.00	$ 220.00	$ 1,320.00
Q7	Bollard	EA		$ 938.00	$ -
Q8	Adjust Utility Box to Grade	EA	6	$ 563.00	$ 3,378.00
Q9	Adjust Curb inlet Inlet Curb Lid to Grade	EA		$ 1,563.00	$ -
Q10	Replace Curb Inlet Lid including Ring and Cover (Nominal Size 5'x5')	EA		$ 3,750.00	$ -
Q11	Replace Curb Inlet Structure	EA		$ 8,750.00	$ -
Q12	Replace Grate Inlet Structure	EA		$ 6,250.00	$ -
Q13	Surveyor	HR		$ 225.00	$ -
Q14	Arborist	HR		$ 188.00	$ -
Q15	Irrigation Repair (Per Work Assignment)	Allow			$ -
	BASIS OF AWARD				$ 210,478.39
	New Construction				
C1	Clearing and Grubbing (includes trees <6" diameter)	AC	0.30	$ 31,250.00	$ 9,375.00
C2	Tree Removal(>6" diameter)	EA		$ 1,563.00	$ -
C3	Additional Grading of Areas Beyond the 2' Back or Side	SY		$ 5.00	$ -
C4	Relocate Mailbox	EA	8	$ 157.00	$ 1,256.00
	Total				$ 221,109.39


2025.03.18.Wares Creek Sidewalk Replacement
19th St and 20th St between 12th Ave and 14th Ave
14th Ave between 20th St and 19th St
+/-2200 LF
12TH AVE W
14TH AVE W
21ST ST W
20TH ST W
19TH ST W
18TH ST W
17TH ST W
17TH ST W
189

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Lift Station 14A Pipe Lining

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is continuing to line clay sanitary sewer pipe to offset inflow and infiltration problems in the collection system. The attached work assignment includes approximately 12,000 LF of pipe to be lined. The contract authorizing the work for Insituform is through the Omnia purchasing cooperative. The work is funded through ARPA funds - GL account 30358200-563000-22806 Sanitary Pipelining for $569,971.00.

FINANCIAL IMPACT:
Funding previously approved by Council disbursing ARPA funds in FY2022. This is one of 20 work assignments for pipe lining using this funding. GL account 30358200-563000-22806 Sanitary Pipe Lining.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Insituform to install pipe lining using the Omnia purchasing cooperative as the contract mechanism.

ATTACHMENTS:

Work Assignment
Scope and Schedule
Price Schedule

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (LS14A 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 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 $569,971.00. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & Tving, as well as lining approximately 12,000 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 July/07/2025. _____.

Contractor

Ryan Graham

Digitally signed by Ryan Graham
DN: cn=Ryan Graham gn=Ryan Graham c=US United States l=US United States
Reason: I have reviewed this document
Location:
Date: 2025-07-10 09:40-04:00

BY:_____

Printed Name: Ryan Graham

Title: Project Manager

Date: 7/10/25

CITY OF BRADENTON

BY:_____

Date: _____

Scope — LS14A Pipelining Project
This project consists of rehabilitating approximately 12,000 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 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: 5/15/2025 **Job Location:** As Provided (Attached)
Project: **Bradenton FL -2025 #01 LS 14A**
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

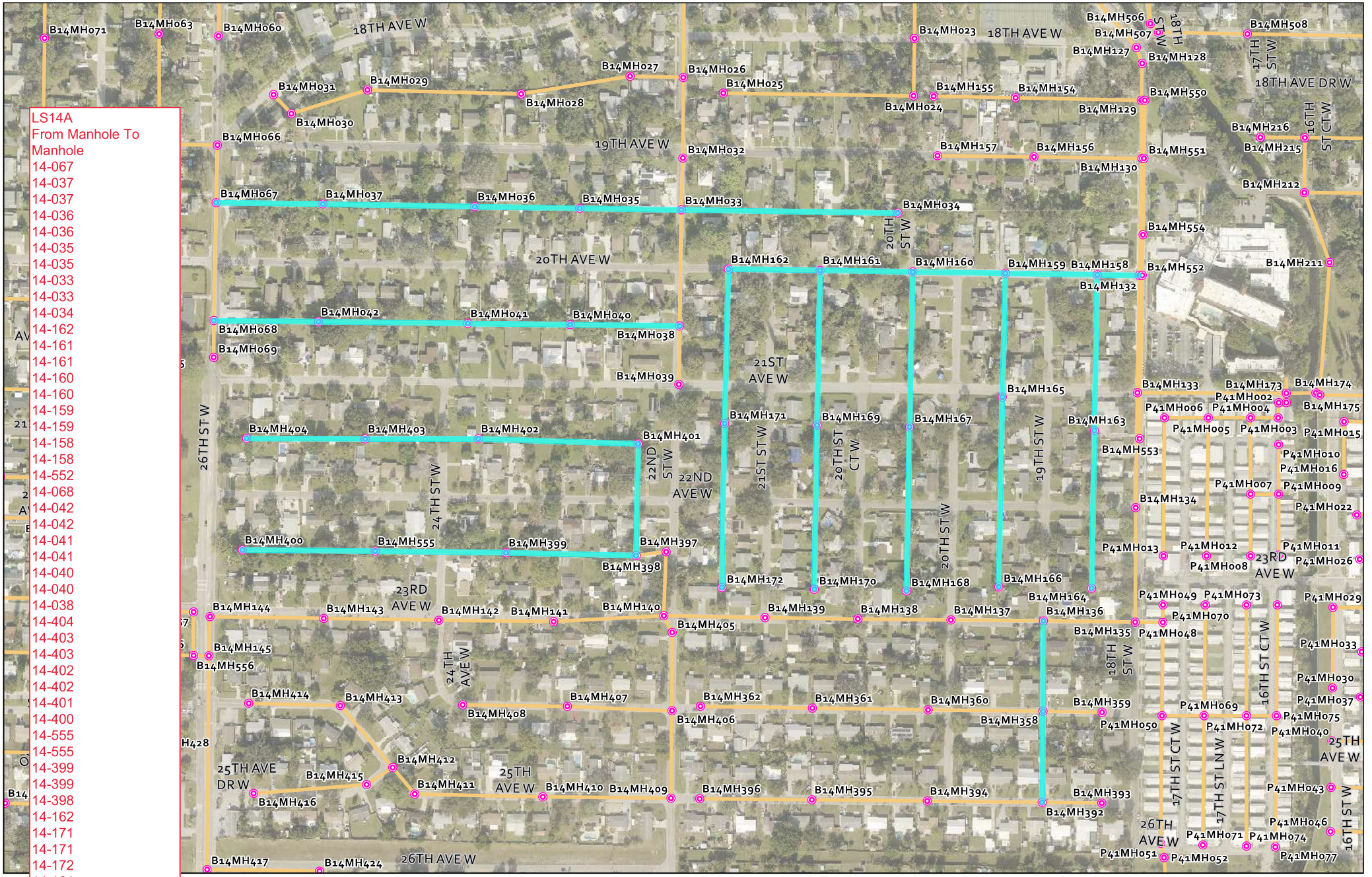
Re: City of Bradenton Sanitary Sewer Rehabilitation

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
2	8" x 6.0mm	LF	$ 35.00	12079	$ 422,765.00
31	6" - 10" Backyard Easement Setup Per Install Length	LF	$ 2.00	10903	$ 21,806.00
37.1	Service Reinstatement in 6" - 18"	EA	$ 150.00	305	$ 45,750.00
57	8" Clean and TV	LF	$ 5.00	12079	$ 60,395.00
75	Root/Grease removal 6" - 12"	LF	$ 5.00	1	$ 5.00
106	Operate 4" pumping System (Fuel & Maint. Per pump)	Day	$ 250.00	25	$ 6,250.00
184	Traffic control	Day	$ 1,000.00	5	$ 5,000.00
186	Flagmen	HR	$ 75.00	40	$ 3,000.00
507	Travel and Mobilization	EA	$ 5,000.00	1	$ 5,000.00
				TOTAL	**$ 569,971.00**

Prepared by:
Brett Konchak
Commercial Manager | Insituform Technologies
9001 NW 97th Terrace Suite F | Medley, Florida 33178
Mobile: 561.993.6464 |



LS14A
From Manhole To Manhole

14-067
14-037
14-037
14-036
14-036
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14-035
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14-034
14-162
14-161
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14-160
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14-552
14-068
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14-400
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14-162
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14-172
14-161

AGENDA ITEM NO. 6.aa

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Lift Stations 14D and 14E Sanitary Pipe Lining

SUGGESTED ACTION: Council approval of the work assignment for Insituform to complete pipe lining in LS14D and 14E areas.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City is continuing to line clay sanitary sewer pipe to offset inflow and infiltration problems in the collection system. The attached work assignment includes approximately 12,000 LF of pipe to be lined. The contract authorizing the work for Insituform is through the Omnia purchasing cooperative. The work is funded through ARPA funds - GL account 30358200-563000-22806 Sanitary Pipelining in the amount of $622,944.00.

FINANCIAL IMPACT:
The pipe lining was previously authorized to us ARPA funding in FY2022. This is the 19th pipelining work assignment using the ARPA funding.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment with Insituform to complete the sanitary pipelining at Lift Stations 14D and 14E.

ATTACHMENTS:
Work Assignment
Scope and Schedule
Price Schedule

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (LS14D & LS14E 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 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 $622,944.00. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & Tving, as well as lining approximately 12,000 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 July/07/2025. _____.

Contractor

Ryan Graham

Digitally signed by Ryan Graham
DN: cn=Ryan Graham gn=Ryan Graham c=US United States l=US United States
Reason: I have reviewed this document
Location:
Date: 2025-07-10 09:39-04:00

BY:_____

Printed Name: Ryan Graham

Title: Project Manager

Date: 7/10/25

CITY OF BRADENTON

BY:_____

Date: _____

Scope — LS14D&LS14E Pipelining Project
This project consists of rehabilitating approximately 12,000 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 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: 5/15/2025 **Job Location:** As Provided (Attached)
Project: **Bradenton FL - 2025 #04 LS 14D & 14E**
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

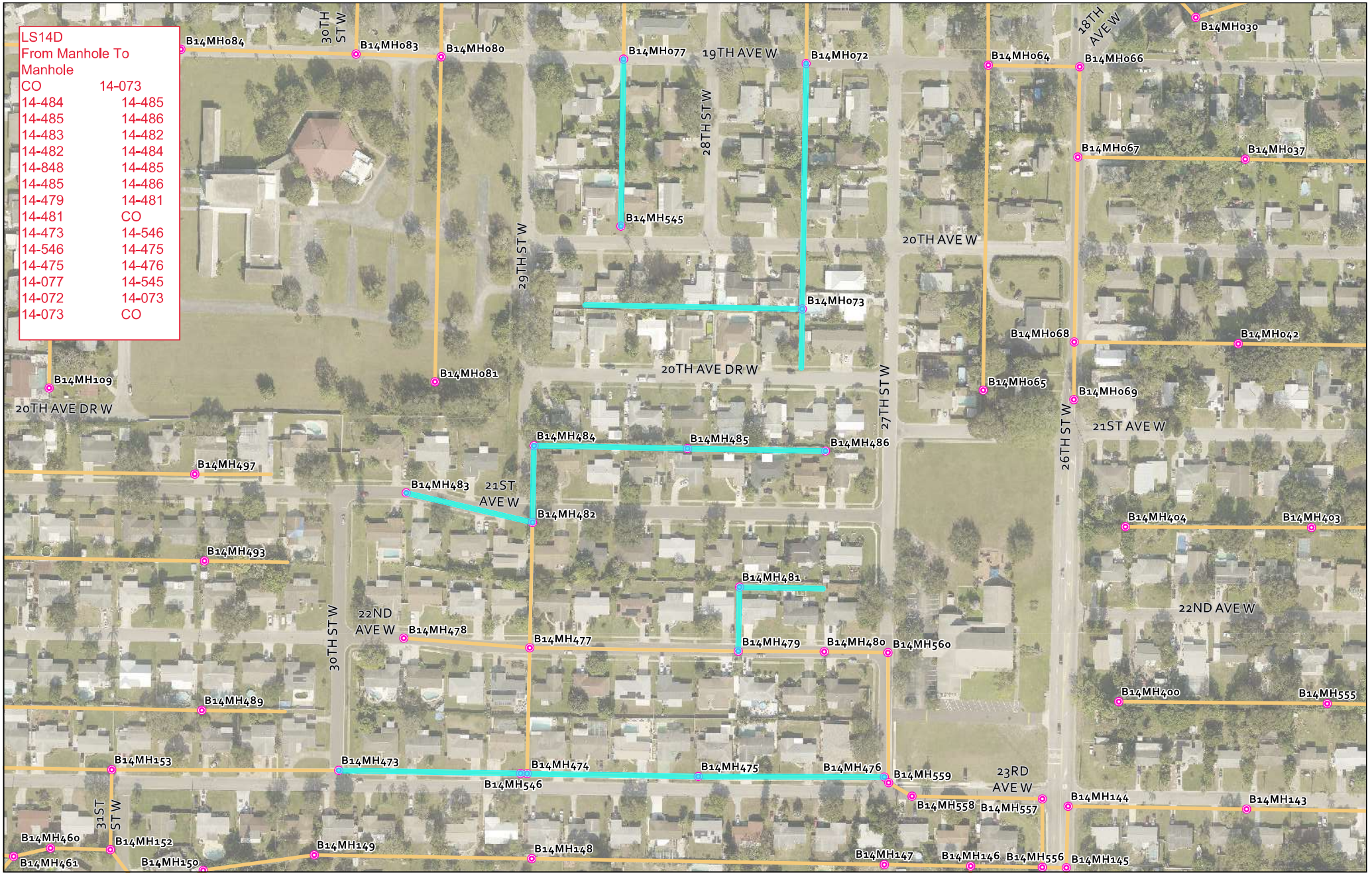
Re: City of Bradenton Sanitary Sewer Rehabilitation

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
2	8" x 6.0mm	LF	$ 41.00	9440	$ 387,040.00
3	10" x 6.0mm	LF	$ 50.00	388	$ 19,400.00
31	6" - 10" Backyard Easement Setup Per Install Length	LF	$ 10.00	8456	$ 84,560.00
37.1	Service Reinstatement in 6" - 18"	EA	$ 150.00	199	$ 29,850.00
57	8" Clean and TV	LF	$ 7.00	9440	$ 66,080.00
58	10" Clean and TV	LF	$ 8.00	388	$ 3,104.00
75	Root/Grease removal 6" - 12"	LF	$ 5.00	2	$ 10.00
106	Operate 4" pumping System (Fuel & Maint. Per pump)	Day	$ 250.00	39	$ 9,750.00
184	Traffic control	Day	$ 1,000.00	8	$ 8,000.00
186	Flagmen	HR	$ 75.00	2	$ 150.00
507	Travel and Mobilization	EA	$ 15,000.00	1	$ 15,000.00
				TOTAL	**$ 622,944.00**

Prepared by:
Brett Konchak
Commercial Manager | Insituform Technologies
9001 NW 97th Terrace Suite F | Medley, Florida 33178
Mobile: 561.993.6464 |


LS14D
From Manhole To Manhole
CO 14-073
14-484 14-485
14-485 14-486
14-483 14-482
14-482 14-484
14-848 14-485
14-485 14-486
14-479 14-481
14-481 CO
14-473 14-546
14-546 14-475
14-475 14-476
14-077 14-545
14-072 14-073
14-073 CO
B14MH084
30TH ST W
B14MH083
B14MH080
B14MH077
19TH AVE W
B14MH072
28TH ST W
B14MH545
29TH ST W
B14MH073
20TH AVE W
B14MH064
B14MH066
18TH AVE W
B14MH030
B14MH067
B14MH037
B14MH068
B14MH042
B14MH065
B14MH069
21ST AVE W
26TH ST W
27TH ST W
20TH AVE DR W
B14MH081
B14MH109
20TH AVE DR W
B14MH484
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B14MH486
B14MH497
B14MH483
21ST AVE W
B14MH482
B14MH404
B14MH403
B14MH493
B14MH481
22ND AVE W
30TH ST W
22ND AVE W
B14MH478
B14MH477
B14MH479
B14MH480
B14MH560
B14MH400
B14MH555
B14MH489
B14MH153
B14MH473
B14MH474
B14MH475
B14MH476
B14MH559
23RD AVE W
B14MH546
B14MH558
B14MH557
B14MH144
B14MH143
31ST ST W
B14MH460
B14MH152
B14MH149
B14MH148
B14MH147
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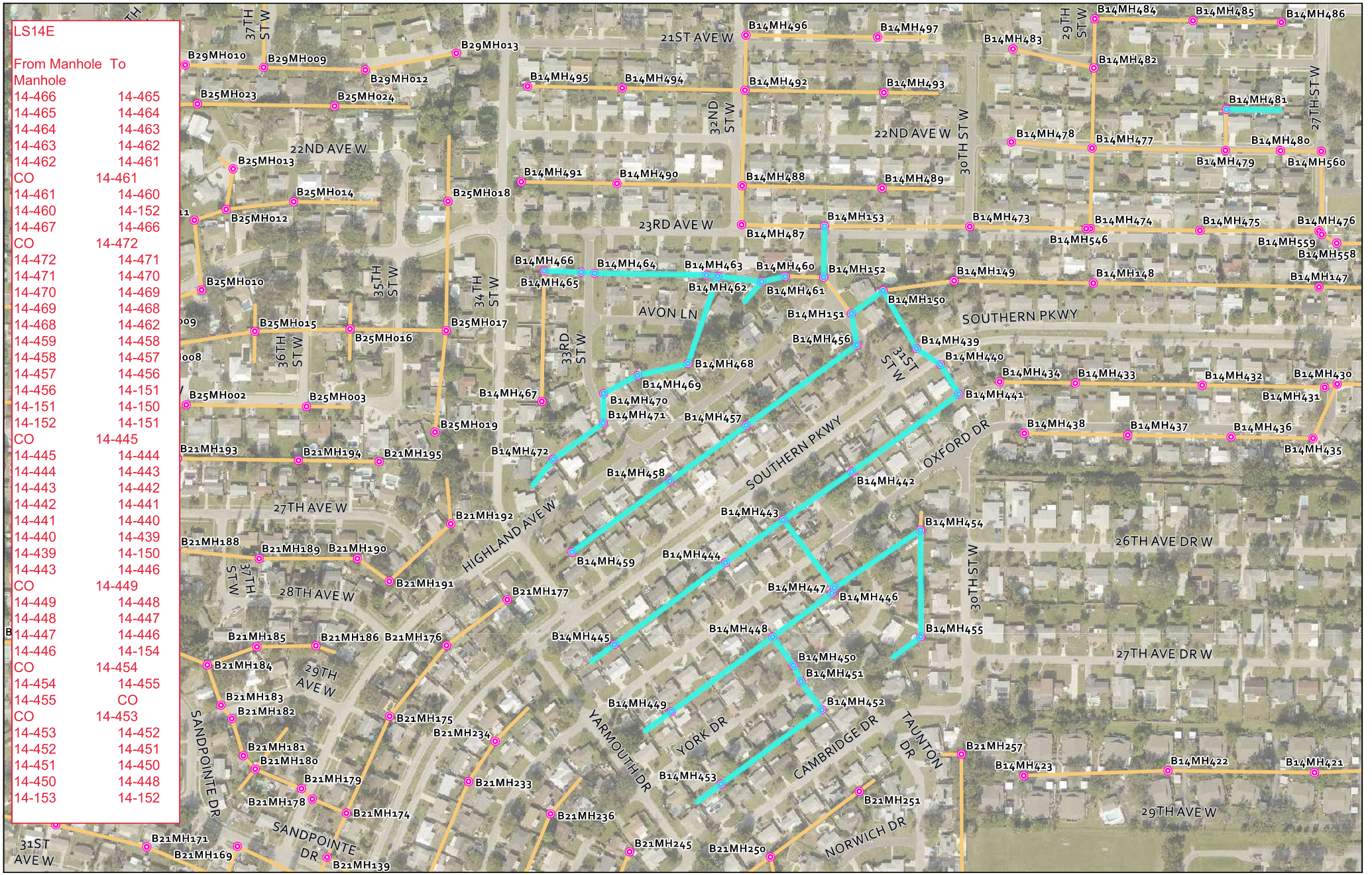
B14MH145
B14MH461
B14MH150


LS14E
From Manhole To Manhole
14-466 14-465
14-465 14-464
14-464 14-463
14-463 14-462
14-462 14-461
CO 14-461
14-461 14-460
14-460 14-152
14-467 14-466
CO 14-472
14-472 14-471
14-471 14-470
14-470 14-469
14-469 14-468
14-468 14-462
14-459 14-458
14-458 14-457
14-457 14-456
14-456 14-151
14-151 14-150
14-152 14-151
CO 14-445
14-445 14-444
14-444 14-443
14-443 14-442
14-442 14-441
14-441 14-440
14-440 14-439
14-439 14-150
14-443 14-446
CO 14-449
14-449 14-448
14-448 14-447
14-447 14-446
14-446 14-154
CO 14-454
14-454 14-455
14-455 CO
CO 14-453
14-453 14-452
14-452 14-451
14-451 14-450
14-450 14-448
14-153 14-152
21ST AVE W
22ND AVE W
23RD AVE W
27TH AVE W
28TH AVE W
29TH AVE W
31ST AVE W
AVON LN
SOUTHERN PKWY
HIGHLAND AVE W
OXFORD DR
YORK DR
CAMBRIDGE DR
YARMOUTH DR
TAUNTON DR
NORWICH DR
SANDPOINTE DR
26TH AVE DR W
27TH AVE DR W
29TH AVE W
37TH ST W
36TH ST W
35TH ST W
34TH ST W
33RD ST W
32ND ST W
31ST ST W
30TH ST W
29TH ST W
27TH ST W

AGENDA ITEM NO. 6.ab

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Lift Station 23 Force Main Lining

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This Work Assignment includes CompressionFit lining of the existing force main at the intersection of 59th Street West and 21st Avenue West, totaling approximately 250 linear feet of force main lining, as depicted in Exhibit A of the attached Work Assignment. The existing 20” CIP force main will be lined with 20” HDPE 4710 DR 26.

FINANCIAL IMPACT:
The work is funded through the Infrastructure Fund (GL 40859000-563000-25503) in the amount of $536,886.62.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment with Murphy Pipeline Contractors to complete force main lining at Lift Station 23.

ATTACHMENTS:
Work Assignment

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2025-1

WORK ASSIGNMENT TITLE: City of Bradenton LS23 Force Main Compression Fit

Pursuant to the City of Bradenton, Agreement PB-25-035EJ for Trenchless Rehab and Pipe Technology Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Murphy Pipeline Services, LLC, hereinafter referred to as "Consultant," a determination has been made by the City that there is a need for the performance of or rendering of services by the Consultant of a certain "Work Assignment" under the purview of said Agreement, and Consultant is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE: City of Bradenton LS23 Force Main CompressionFit

Consultant shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK AND SCHEDULE
2. UNIT PRICE FEE ESTIMATE

Compensation to the Consultant for all of the above identified Services shall not exceed $536,886.62. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description #1 59th Street W and 21st Ave W 20" Force Main Lining - $536,886.62.

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-25-035EJ for Trenchless Rehab and Pipe Technology Services and this Work Assignment dated 7/14/2025.

CONSULTANT

BY:_____

Printed Name: Marissa Maring, PE

Title: Director of Technical Sales

Date: 7/14/2025

CITY OF BRADENTON

BY:_____

Date: _____

Murphy Piplines Contractors
Corporate Headquarters
12235 New Berlin Road, Jacksonville FL 32226

July 11, 2025

Kim Clayback, PE
Engineering Manager
City of Bradenton Public Works and Utilities Department
888 13th Ave E
Bradenton, FL 34208

RE: City of Bradenton LS23 Force Main CompressionFit Proposal

Mrs. Clayback,

Murphy Pipeline Contractors (MPC) is pleased to submit our unit price proposal under the City of Bradenton's (City) Contract Agreement No. PB-25-035EJ ("Agreement") for review in support of the City's emergency force main CompressionFit lining needs.

As one of the nation's most experienced trenchless contractors in the U.S., MPC brings a combination of national and local expertise to this project. Our extensive experience provides a solid foundation for our team to consistently deliver exceptional results and allows us to stand out as a premier contractor in the industry. We are confident that our Team will not only meet, but surpass, expectations for this CompressionFit lining project.

SCOPE UNDERSTANDING

This proposal includes CompressionFit lining of the existing force main at the intersection of 59th Street W and 21st Ave W, totaling approximately 250 linear feet of force main lining, as depicted in Exhibit A included herein. The City has requested the existing 20" CIP force main be lined with **20" HDPE 4710 DR 26**. We appreciate the opportunity to support the City in this effort and have prepared the requested estimate in accordance with the Agreement.

MPC Assumptions:

- The City (or City's design consultant) will provide design permits from the authorities having jurisdiction (AHJ), as needed.
- MPC will provide all labor, equipment, and tools required to complete the CompressionFit operation in accordance with accepted industry standards.
- Site restoration will be limited to areas directly impacted by the CompressionFit installation.
- The estimate includes a **20" HDPE DR 26** bypass system.

- MPC assumes there are no tie-in connections along the segment to be lined, other than at the beginning and end.
- Payment and Performance bond has been excluded. If required, the bond rate will be 2.0% of the contract price.

SCHEDULE AND FEES

MPC is prepared to begin work upon receipt of a purchase order, with project execution contingent on material availability. Conservatively, MPC estimates **one (1) month** to complete the bypass and CompressionFit installation, **plus an additional week** for site restoration. Upon mutual agreement on the Notice to Proceed, MPC will provide project submittals and a detailed project schedule.

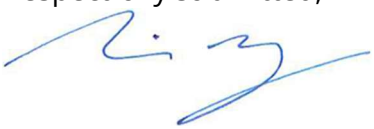
Under the Agreement, the **total estimated unit price contract amount for this project is $536,886.62**. A detailed fee estimate has been attached for the City's review and evaluation. As this is a unit price contract, MPC made certain assumptions regarding the quantities and materials needed to complete the project for estimating purposes. However, the City will only be billed and invoiced based on the actual quantities of materials and work utilized and completed in the field. Final invoicing will reflect only what is installed and necessary for the successful completion of the project.

CONCLUSION

We look forward to the opportunity to partner with the City of Bradenton on this critical infrastructure improvement and to negotiating any additional items not specifically mentioned that could enhance the project and exceed your expectations.

Should you have any questions, please do not hesitate to contact me at (315) 794-1929 or marissa.maring@murphypipelines.com.

Respectfully submitted,



Marissa Maring
Murphy Pipeline Contractors
Director of Technical Sales

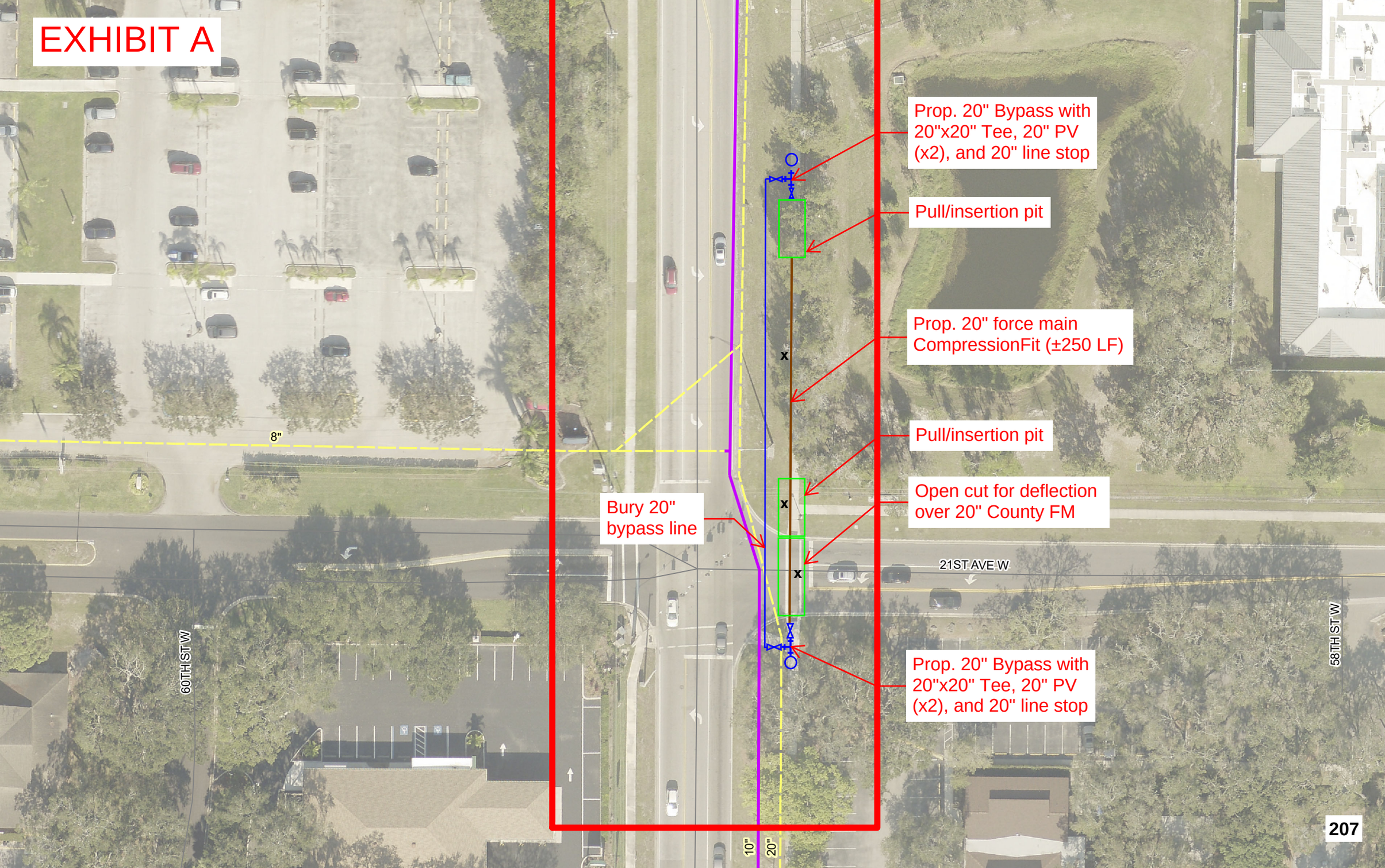


EXHIBIT A
Prop. 20" Bypass with 20"x20" Tee, 20" PV (x2), and 20" line stop
Pull/insertion pit
Prop. 20" force main CompressionFit (±250 LF)
Pull/insertion pit
Open cut for deflection over 20" County FM
Bury 20" bypass line
Prop. 20" Bypass with 20"x20" Tee, 20" PV (x2), and 20" line stop
8"
21ST AVE W
60TH ST W
58TH ST W
10"
20"
207

RFP E-15-22						
Trenchless Technology Rehabilitation and Pipe-Bursting Technology						
Vendor:						
	City of Bradenton LS23 Force Main CompressionFit	QTY	Unit	2024 Unit Price	QTY	Total Price
The following items apply as applicable to sections B thru O and as needed in section A items 1-7:						
1	Mobilization	1	Day	$242.14	35	$8475.04
	Pre-Construction Video	1	LF	$4.84	270	$1307.58
	a) Survey/As-builts	1	LF	$2.00		$0.00
2	Erosion Control	1	LF	$6.05		$0.00
3	MOT					
	a) Signage	1	Day	$302.68	35	$10593.80
	b) Flagmen	1	HR	$54.48	120	$6537.89
4	Excavation/Backfill					
	a) 0-4 feet deep	1	Cuft	$2.42	1000	$2421.44
	b) 4-6 feet deep	1	Cuft	$3.63		$0.00
	c) 6-10 feet deep	1	Cuft	$4.84		$0.00
	d) Dewatering to include wellpoint system or drawdown pump per pit	1	Day	$187.66		$0.00
5	Trench Shoring					
	a) 4-6 feet deep	1	LF Trench	$30.27		$0.00
	b) 6-10 feet deep	1	LF Trench	$42.38		$0.00
6	Surface Restoration			$0.00		
	a) Sod	1	SF	$2.42	1000	$2421.44
	b) 4-inch concrete	1	SF	$10.29		$0.00
	c) 6-inch concrete	1	SF	$12.71	400	$5085.02
	d) 2-inch asphalt	1	SF	$6.05	240	$1452.86
	e) 3-inch asphalt	1	SF	$8.48	1600	$13560.06
	f) Curb	1	LF	$42.38		$0.00
7	Material extras					
	a) Lime Rock	1	SY	$60.54	230	$13923.28
	b) 57/Washed Stone	1	SY	$60.54	230	$13923.28
	c) Imported Sand	1	SY	$48.43		$0.00
	d) Gravel	1	SY	$54.48		$0.00
	e) Geo Grid	1	SY	$9.39		$0.00
B) Pipe Bursting with HDPE for Gravity Sewer Lines						
	HDPE DR 17					
8	6-inch diameter	1	LF	$49.19		$0.00
9	8-inch diameter	1	LF	$56.21		$0.00
10	10-inch diameter	1	LF	$63.24		$0.00
11	12-inch diameter	1	LF	$70.27		$0.00
12	14-inch diameter	1	LF	$101.18		$0.00
13	16-inch diameter	1	LF	$129.29		$0.00
14	18-inch diameter	1	LF	$160.20		$0.00
15	20-inch diameter	1	LF	$192.53		$0.00
	Manhole Connections					
16	6-inch	1	EA	$181.61		$0.00
		QTY	Unit	2024 Unit Price	QTY	Total Price
17	8-inch	1	EA	$242.14		$0.00
18	10-inch	1	EA	$302.68		$0.00
19	12-inch	1	EA	$363.22		$0.00
20	14-inch	1	EA	$423.75		$0.00
21	16-inch	1	EA	$484.29		$0.00
22	18-inch	1	EA	$544.82		$0.00
23	20-inch	1	EA	$605.36		$0.00
	Sewer Later Connections					
24	4-inch connection					
	a) 0-4 feet deep	1	EA	$1,150.18		$0.00
	b) 4-6 feet deep	1	EA	$1,816.08		$0.00
	c) 6-10 feet deep	1	EA	$3,026.80		$0.00
25	6-inch connection					
	a) 0-4 feet deep	1	EA	$1,452.86		$0.00
	b) 4-6 feet deep	1	EA	$2,300.37		$0.00
	c) 6-10 feet deep	1	EA	$3,511.09		$0.00
	Clean-out Installation					
26	4-inch	1	EA	$454.02		$0.00
27	6-inch	1	EA	$575.09		$0.00
	Sewer Lateral Pipe Bursting					
28	4-inch	1	LF	$37.53		$0.00
29	6-inch	1	LF	$42.38		$0.00

C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure						
	HDPE DR 11					
30	3-inch diameter	1	LF	$37.94		$0.00
31	4-inch diameter	1	LF	$43.56		$0.00
32	6-inch diameter	1	LF	$56.21		$0.00
33	8-inch diameter	1	LF	$63.24		$0.00
34	10-inch diameter	1	LF	$70.27		$0.00
35	12-inch diameter	1	LF	$77.29		$0.00
36	14-inch diameter	1	LF	$132.10		$0.00
37	16-inch diameter	1	LF	$168.64		$0.00
38	18-inch diameter	1	LF	$189.72		$0.00
39	20-inch diameter	1	LF	$238.90		$0.00
40	24-inch diameter	1	LF	$309.17		$0.00
	Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price					
	Fittings					
	a) Bends and sleeves, DI					
41	6-inch	1	EA	$526.99		$0.00
42	8-inch	1	EA	$597.25		$0.00
43	10-inch	1	EA	$702.65		$0.00
44	12-inch	1	EA	$1,124.24		$0.00
45	14-inch	1	EA	$1,686.36		$0.00
46	16-inch	1	EA	$2,072.82		$0.00
47	18-inch	1	EA	$2,459.28		$0.00
48	20-inch	1	EA	$3,211.33	8	$25690.60
49	24-inch	1	EA	$4,215.90		$0.00
	b) Tees, DI					
50	6x6x4	1	EA	$597.25		$0.00
51	6x6x6	1	EA	$667.52		$0.00
52	8x8x4	1	EA	$808.05		$0.00
53	8x8x6	1	EA	$843.18		$0.00
54	8x8x8	1	EA	$983.71		$0.00
55	10x10x4	1	EA	$878.31		$0.00
56	10x10x6	1	EA	$1,053.98		$0.00
57	10x10x8	1	EA	$1,159.37		$0.00
58	10x10x10	1	EA	$1,264.77		$0.00
59	12x12x6	1	EA	$1,545.83		$0.00
60	12x12x8	1	EA	$1,616.10		$0.00
61	12x12x10	1	EA	$1,686.36		$0.00
66	12x12x12	1	EA	$1,791.76		$0.00
67	14x14x14	1	EA	$2,248.48		$0.00
68	16x4 tee	1	EA	$3,864.58		$0.00
69	16x6x6cross	1	EA	$5,269.88		$0.00
70	16x6 tee	1	EA	$4,145.64		$0.00
71	16x6 tee blowoff	1	EA	$4,918.55		$0.00
72	16x8x8 cross	1	EA	$5,550.94		$0.00
73	16x20 reducer	1	EA	$1,756.63		$0.00
74	18x18x18	1	EA	$3,091.66		$0.00
75	20 tee	1	EA	$5,972.53	4	$23890.10
76	20 cross	1	EA	$7,026.50		$0.00
77	24 tee	1	EA	$7,377.83		$0.00
78	24 cross	1	EA	$8,431.80		$0.00
	a) Fittings available per Pound	1	LB	$6.53	800	$5227.72
	Gate Valves					$0.00
79	4-inch	1	EA	$972.40		$0.00
80	6-inch	1	EA	$1,937.00		$0.00
81	8-inch	1	EA	$2,730.00		$0.00
		QTY	**Unit**	**2024 Unit Price**	**QTY**	**Total Price**
82	10-inch	1	EA	$3,185.00		$0.00
83	12-inch	1	EA	$4,127.50		$0.00
84	14-inch	1	EA	$7,729.15		$0.00
85	16-inch	1	EA	$9,425.00		$0.00
86	18-inch	1	EA	$14,300.00		$0.00
87	20-inch	1	EA	$20,475.00		$0.00
88	24-inch	1	EA	$29,575.00		$0.00
89	Remove valve only	1	EA	$294.57		$0.00
90	Install new valve vault	1	EA	$7,069.74		$0.00
91	Fire Hydrants	1	EA	$6,175.00		$0.00
	Connection at Services					
	a) Up to 1" service, short side up to 5-feet					
92	4-inch main	1	EA	$562.12		$0.00
93	6-inch main	1	EA	$632.39		$0.00
94	8-inch main	1	EA	$667.52		$0.00

95	10-inch main	1	EA	$702.65		$0.00
96	12-inch main	1	EA	$772.92		$0.00
97	16-inch main	1	EA	$983.71		$0.00
98	18-inch main	1	EA	$1,194.51		$0.00
99	20-inch main	1	EA	$1,545.83		$0.00
100	24-inch main	1	EA	$1,967.42		$0.00
	b) Up to 2" service, short side up to 5-feet					
101	4-inch main	1	EA	$843.18		$0.00
102	6-inch main	1	EA	$913.45		$0.00
103	8-inch main	1	EA	$948.58		$0.00
104	10-inch main	1	EA	$983.71		$0.00
105	12-inch main	1	EA	$1,053.98		$0.00
106	16-inch main	1	EA	$1,264.77		$0.00
107	18-inch main	1	EA	$1,545.83		$0.00
108	20-inch main	1	EA	$1,897.16		$0.00
109	24-inch main	1	EA	$2,178.22		$0.00
	c) Up to 1" service, long side up to 25-feet					
110	4-inch main	1	EA	$1,089.11		$0.00
111	6-inch main	1	EA	$1,194.51		$0.00
112	8-inch main	1	EA	$1,229.64		$0.00
113	10-inch main	1	EA	$1,264.77		$0.00
114	12-inch main	1	EA	$1,335.04		$0.00
115	16-inch main	1	EA	$1,545.83		$0.00
116	18-inch main	1	EA	$1,756.63		$0.00
117	20-inch main	1	EA	$2,318.75		$0.00
118	24-inch main	1	EA	$2,529.54		$0.00
	d) Up to 2" service, long side up to 25-feet					
119	4-inch main	1	EA	$1,405.30		$0.00
112	6-inch main	1	EA	$1,475.57		$0.00
113	8-inch main	1	EA	$1,510.70		$0.00
114	10-inch main	1	EA	$1,545.83		$0.00
115	12-inch main	1	EA	$1,616.10		$0.00
116	16-inch main	1	EA	$2,037.69		$0.00
117	18-inch main	1	EA	$2,318.75		$0.00
118	20-inch main	1	EA	$2,740.34		$0.00
119	24-inch main	1	EA	$3,091.66		$0.00
	e) Additional service length					
120	Over 30-feet x 1"	1	LF	$16.86		$0.00
121	Over 30-feet x 2"	1	LF	$21.08		$0.00
	Note: Service pipe HDPE, Copper available at market price					
	Line Stops					
122	4-inch	1	EA	$4,237.52		$0.00
123	6-inch	1	EA	$5,448.24		$0.00
124	8-inch	1	EA	$6,053.60		$0.00
125	10-inch	1	EA	$6,053.60		$0.00
126	12-inch	1	EA	$8,475.04		$0.00
127	16-inch	1	EA	$18,160.80		$0.00
128	18-inch	1	EA	$21,792.96		$0.00
129	20-inch	1	EA	$23,003.68	2	$46007.36
120	24-inch	1	EA	$25,425.12		$0.00
	Bypass for water main pipe bursting or CIPP lining					
121	2-inch temporary	1	LF	$27.85		$0.00
122	4-inch temporary	1	LF	$31.48		$0.00
123	6-inch temporary	1	LF	$37.53		$0.00
	Temporary service connections for water main bypass					
124	2-inch short side	1	EA	$332.95		$0.00
125	2-inch long side	1	EA	$454.02		$0.00
126	4-inch short side	1	EA	$363.22		$0.00
127	4-inch long side	1	EA	$484.29		$0.00
128	6-inch short side	1	EA	$393.48		$0.00
129	6-inch long side	1	EA	$514.56		$0.00
D) Polyethylene (PE) Sewer Pipe Sliplining						
	PE Pipe DR 22.5					
130	4-inch	1	LF	$35.13		$0.00
131	6-inch	1	LF	$42.16		$0.00
132	8-inch	1	LF	$49.19		$0.00
133	10-inch	1	LF	$56.21		$0.00
134	12-inch	1	LF	$63.24		$0.00
135	Annular Space - Grouting	1	CY	$363.22		$0.00
		QTY	**Unit**	**2024 Unit Price**	**QTY**	**Total Price**
E) Procedures for Rehabilitation of Existing Pipelines						
	Pipe String Fusion					
136	4-inch	1	LF	$42.16		$0.00

137	6-inch	1	LF	$49.19		$0.00
138	8-inch	1	LF	$56.21		$0.00
139	10-inch	1	LF	$63.24		$0.00
140	12-inch	1	LF	$70.27		$0.00
	Pressure Testing					
141	4-12 inch	1	LF	$2.42		$0.00
142	Charge Water	1	K-Gals	$1.21		$0.00
	Chlorination					
143	4-inch	1	LF	$1.21		$0.00
144	6-inch	1	LF	$1.82		$0.00
145	8-inch	1	LF	$2.42		$0.00
146	10-inch	1	LF	$3.03		$0.00
147	12-inch	1	LF	$3.63		$0.00
148	BT Test	1	EA	$302.68		$0.00
	Flushing					
149	4-12 inch	1	LF	$0.61		$0.00
150	Charge Water	1	K-Gals	$0.61		$0.00
	Dechlorination					
151	4-12 inch	1	K-Gals	$1.21		$0.00
		QTY	**Unit**	**2024 Unit Price**	**QTY**	**Total Price**
F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits						
	Compression Fit HDPE Pipe Lining					
	a) Camera					
152	0-10 inch	1	LF	$1.21		$0.00
153	10-24 inch	1	LF	$1.82	250	$454.02
154	25-36 inch	1	LF	$2.42		$0.00
155	37-48 inch	1	LF	$3.03		$0.00
156	Over 48 inch	1	LF	$3.63		$0.00
	b) Clean					
157	0-10 inch	1	LF	$3.03		$0.00
158	10-24 inch	1	LF	$3.63	250	$908.04
159	25-36 inch	1	LF	$4.24		$0.00
160	37-48 inch	1	LF	$4.84		$0.00
161	Over 48 inch	1	LF	$5.45		$0.00
	c) Pigging	See item **G) Pig Cleaning**				
	d) Gauging					
162	0-10 inch	1	LF	$6.05		$0.00
163	10-24 inch	1	LF	$9.69	250	$2421.44
164	25-36 inch	1	LF	$13.32		$0.00
165	37-48 inch	1	LF	$16.95		$0.00
166	Over 48 inch	1	Per-inch	$1.21		$0.00
167	e) Obstruction Removal	1	EA	$726.43		$0.00
	f) Pipe Liner Insertion					
	1) PE 4710 DR 41					
168	4-inch	1	LF	$14.05		$0.00
169	6-inch	1	LF	$28.11		$0.00
170	8-inch	1	LF	$35.13		$0.00
171	10-inch	1	LF	$49.19		$0.00
172	12-inch	1	LF	$70.27		$0.00
173	16-inch	1	LF	$105.40		$0.00
174	18-inch	1	LF	$133.50		$0.00
175	20-inch	1	LF	$182.69		$0.00
176	24-inch	1	LF	$252.95		$0.00
177	30-inch	1	LF	$337.27		$0.00
178	36-inch	1	LF	$393.48		$0.00
179	42-inch	1	LF	$477.80		$0.00
180	48-inch	1	LF	$562.12		$0.00
181	54-inch	1	LF	$667.52		$0.00
	2) PE 4710 DR 32.5					
182	4-inch	1	LF	$28.11		$0.00
183	6-inch	1	LF	$35.13		$0.00
184	8-inch	1	LF	$42.16		$0.00
185	10-inch	1	LF	$56.21		$0.00
186	12-inch	1	LF	$77.29		$0.00
187	16-inch	1	LF	$112.42		$0.00
188	18-inch	1	LF	$147.56		$0.00

189	20-inch	1	LF	$210.80		$0.00
190	24-inch	1	LF	$281.06		$0.00
191	30-inch	1	LF	$365.38		$0.00
192	36-inch	1	LF	$421.59		$0.00
193	42-inch	1	LF	$505.91		$0.00
194	48-inch	1	LF	$590.23		$0.00
195	54-inch	1	LF	$667.52		$0.00
	3) PE 4710 DR 26					
		QTY	**Unit**	**2024 Unit Price**	**QTY**	**Total Price**
196	4-inch	1	LF	$35.13		$0.00
197	6-inch	1	LF	$42.16		$0.00
198	8-inch	1	LF	$49.19		$0.00
199	10-inch	1	LF	$63.24		$0.00
200	12-inch	1	LF	$84.32		$0.00
201	16-inch	1	LF	$126.48		$0.00
202	18-inch	1	LF	$168.64		$0.00
203	20-inch	1	LF	$245.93	250	$61481.88
204	24-inch	1	LF	$309.17		$0.00
205	30-inch	1	LF	$393.48		$0.00
206	36-inch	1	LF	$421.59		$0.00
207	42-inch	1	LF	$534.01		$0.00
208	48-inch	1	LF	$618.33		$0.00
209	54-inch	1	LF	$709.68		$0.00
	4) PE 4710 DR 21					
210	4-inch	1	LF	$42.16		$0.00
211	6-inch	1	LF	$49.19		$0.00
212	8-inch	1	LF	$56.21		$0.00
213	10-inch	1	LF	$70.27		$0.00
214	12-inch	1	LF	$91.34		$0.00
215	16-inch	1	LF	$140.53		$0.00
216	18-inch	1	LF	$182.69		$0.00
217	20-inch	1	LF	$267.01		$0.00
218	24-inch	1	LF	$337.27		$0.00
219	30-inch	1	LF	$435.64		$0.00
220	36-inch	1	LF	$463.75		$0.00
221	42-inch	1	LF	$562.12		$0.00
222	48-inch	1	LF	$646.44		$0.00
223	54-inch	1	LF	$751.84		$0.00
	5) PE 4710 DR 17					
224	4-inch	1	LF	$49.19		$0.00
225	6-inch	1	LF	$56.21		$0.00
226	8-inch	1	LF	$63.24		$0.00
227	10-inch	1	LF	$77.29		$0.00
228	12-inch	1	LF	$98.37		$0.00
229	16-inch	1	LF	$154.58		$0.00
230	18-inch	1	LF	$196.74		$0.00
231	20-inch	1	LF	$288.09		$0.00
232	24-inch	1	LF	$365.38		$0.00
233	30-inch	1	LF	$477.80		$0.00
234	36-inch	1	LF	$505.91		$0.00
235	42-inch	1	LF	$604.28		$0.00
236	48-inch	1	LF	$681.57		$0.00
237	54-inch	1	LF	$779.94		$0.00
G) Pig Cleaning						
	Foam Pig					
238	0-12 inch	1	LF	$0.61		$0.00
239	13-24 inch	1	LF	$1.82		$0.00
240	25-36 inch	1	LF	$3.03		$0.00
241	37-48 inch	1	LF	$4.24		$0.00
242	Over 48 inch	1	LF	$6.05		$0.00
	Wire Bullet Pig					
243	0-12 inch	1	LF	$3.63		$0.00
244	13-24 inch	1	LF	$4.84		$0.00
245	25-36 inch	1	LF	$7.26		$0.00
245	37-48 inch	1	LF	$10.90		$0.00
247	Over 48 inch	1	LF	$14.53		$0.00
	Blade Scraper Pig					
248	0-12 inch	1	LF	$0.61		$0.00
249	13-24 inch	1	LF	$1.82	250	$454.02
250	25-36 inch	1	LF	$3.03		$0.00

251	37-48 inch	1	LF	$4.24		$0.00
252	Over 48 inch	1	LF	$6.05		$0.00
H) Time and Material Unit Rates for Change Orders						
	Materials, Subcontractors and Rentals					
253	Markup = 15%					
	a) As-Builts	1	LS	$3,000.00	1	$3450.00
	Striping	1	LS	$1,800.00	1	$2070.00
254	Sales Taxes = Per Jurisdiction					
	Labor					
255	Executive Supervisor	1	HR	$102.91	20	$2058.22
	a) Project Management	1	HR	$90.80	160	$14528.64
256	Superintendent	1	HR	$54.48	160	$8717.18
		QTY	**Unit**	**2024 Unit Price**	**QTY**	**Total Price**
257	Administrator	1	HR	$30.27	40	$1210.72
258	Crew Chief	1	HR	$48.43	640	$30994.43
259	Equipment Operator	1	HR	$42.38	640	$27120.13
260	Pipelayer - Skilled	1	HR	$36.32	640	$23245.82
261	Pipelayer - Helper	1	HR	$33.90	640	$21696.10
262	Laborer - Unskilled	1	HR	$30.27	640	$19371.52
I) Directional Drilling & Pipe Installation						
263	2-inch	1	LF	$26.70		$0.00
264	4-inch	1	LF	$36.54		$0.00
265	6-inch	1	LF	$49.19		$0.00
266	8-inch	1	LF	$56.21		$0.00
267	10-inch	1	LF	$77.29		$0.00
268	12-inch	1	LF	$101.18		$0.00
269	14-inch	1	LF	$125.07		$0.00
270	16-inch	1	LF	$140.53		$0.00
280	18-inch	1	LF	$161.61		$0.00
281	20-inch	1	LF	$252.95		$0.00
282	24-inch	1	LF	$337.27		$0.00
J) Gravity Sewer CIPP Lateral Renewal Systems						
283	4 inch lateral up to 25 lf	1	EA	$1,816.08		$0.00
284	6 inch lateral up to 25 lf	1	EA	$2,118.76		$0.00
285	4 inch tophat installation	1	EA	$847.50		$0.00
286	6 inch tophat installation	1	EA	$1,089.65		$0.00
K) Manhole Rehabilitation						
287	4 foot diameter	1	VF	$302.68		$0.00
288	6 foot diameter	1	VF	$314.79		$0.00
289	Lift station rehabilitation	1	SF	$21.79		$0.00
290	Existing coating removal	1	SF	$6.05		$0.00
291	Adjust existing manhole cover and ring (grass)	1	EA	$484.29		$0.00
292	Adjust existing manhole cover and ring (Asphalt)	1	EA	$726.43		$0.00
293	Install new manhole ring and cover (grass)	1	EA	$847.50		$0.00
294	Install new manhole ring and cover (Asphalt)	1	EA	$1,331.79		$0.00
295	Furnish and install manhole chimney seal	1	EA	$605.36		$0.00
296	Re-construct manhole bench and channel flow	1	EA	$605.36		$0.00
L) Slip-lining down to DR 11						
297	4-inch	1	EA	$42.16		$0.00
298	6-inch	1	EA	$49.19		$0.00
299	8-inch	1	EA	$56.21		$0.00
300	10-inch	1	EA	$70.27		$0.00
301	12-inch	1	EA	$98.37		$0.00
302	16-inch	1	EA	$140.53		$0.00
303	18-inch	1	EA	$161.61		$0.00
304	24-inch	1	EA	$337.27		$0.00
305	30-inch	1	EA	$449.70		$0.00
306	36-inch	1	EA	$534.01		$0.00
307	42-inch	1	EA	$590.23		$0.00
308	48-inch	1	EA	$674.54		$0.00
309	54-inch	1	EA	$899.39		$0.00
310	63-inch	1	EA	$1,053.98		$0.00
M) Large Diameter HDPE						
	Pipe String Fusion					
311	14-inch	1	LF	$77.29		$0.00
312	16-inch	1	LF	$91.34		$0.00
313	18-inch	1	LF	$105.40		$0.00
314	20-inch	1	LF	$119.45	500	$59725.25

315	24-inch	1	LF	$147.56		$0.00
316	30-inch	1	LF	$189.72		$0.00
317	36-inch	1	LF	$238.90		$0.00
318	48-inch	1	LF	$309.17		$0.00
	Pressure Testing					
319	14-48 inch	1	LF	$4.84	250	$1210.72
320	Charge Water	1	K-Gals	$1.21		$0.00
N) Pipe Bursting for Force Main Replacement Procedure						
	HDPE DR 11					
321	3-inch diameter	1	LF	$67.45		$0.00
322	4-inch diameter	1	LF	$80.10		$0.00
323	6-inch diameter	1	LF	$103.99		$0.00
324	8-inch diameter	1	LF	$134.91		$0.00
325	10-inch diameter	1	LF	$151.77		$0.00
326	12-inch diameter	1	LF	$189.72		$0.00
327	14-inch diameter	1	LF	$210.80		$0.00
328	16-inch diameter	1	LF	$259.98		$0.00
329	18-inch diameter	1	LF	$295.11		$0.00
330	20-inch diameter	1	LF	$344.30		$0.00
331	24-inch diameter	1	LF	$386.46		$0.00
332	30-inch diameter	1	LF	$491.86		$0.00
333	36-inch diameter	1	LF	$541.04		$0.00
334	42-inch diameter	1	LF	$597.25		$0.00
335	48-inch diameter	1	LF	$702.65		$0.00
336	54-inch diameter	1	LF	$843.18		$0.00
	Plug Valves					
337	4-inch	1	EA	$1,492.43		$0.00
338	6-inch	1	EA	$2,389.01		$0.00
339	8-inch	1	EA	$3,138.03		$0.00
340	10-inch	1	EA	$4,305.84		$0.00
341	12-inch	1	EA	$4,978.98		$0.00
342	16-inch	1	EA	$7,171.25		$0.00
343	18-inch	1	EA	$12,009.69		$0.00
344	20-inch	1	EA	$18,812.75	4	$75251.00
345	24-inch	1	EA	$25,629.86		$0.00
346	30-inch	1	EA	$44,203.71		$0.00
347	36-inch	1	EA	$63,314.39		$0.00
348	42-inch	1	EA	$76,959.85		$0.00
349	48-inch	1	EA	$87,021.80		$0.00
350	54-inch	1	EA	$98,109.61		$0.00
	ARV Vacuum/Air/With structure					
351	2-inch	1	EA	$6,425.03		$0.00
352	4-inch	1	EA	$16,221.38		$0.00
353	6-inch	1	EA	$20,548.30		$0.00
	Blow Off/With box					
354	2-inch	1	EA	$3,575.08		$0.00
355	4-inch	1	EA	$6,462.97		$0.00
356	6-inch	1	EA	$10,982.42		$0.00
357	Tracer Wire	1	LF	$2.29		$0.00
O) Modular Pipe Bursting						
358	Manhole set up fee	1	EA	$29,965.32		$0.00
359	8-inch	1	LF	$188.87		$0.00
360	10-inch	1	LF	$205.82		$0.00
361	12-inch	1	LF	$225.19		$0.00
362	14-Inch	1	LF	$243.35		$0.00
363	16-inch	1	LF	$273.62		$0.00
364	18-inch	1	LF	$324.47		$0.00
						$0.00
P) Extended Warranty						
365	Past 1 year, extended warranty offered at 1.93% of contract value per year					
						$ 536,886.62

AGENDA ITEM NO. 6.ac

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Sidewalk Replacement in Beau Vue Estates

SUGGESTED ACTION: Council approval of the work assignment to replace sidewalk east of Manatee Memorial Hospital.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

FY2025 is the fourth year Council has approved funding for sidewalk replacement using half cent sales tax revenues. The project replaces approximately 3700 LF of sidewalk that is crack and damage immediately east of Manatee Memorial Hospital on 2nd, 3rd, and 4th Ave E. The work is authorized by ITB 22-002KC for AJ Construction to complete the work estimated at $287,049.89 and funded in GL account 30258200-563000-25803 (approved by Council Sept 2024).

FINANCIAL IMPACT:
The work is authorized by ITB 22-002KC for AJ Construction to complete the work estimated at $287,049.89 and funded in GL account 30258200-563000-25803 (approved by Council Sept 2024).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for the sidewalk replacement in Beau Vue

Estates.

ATTACHMENTS:
Work Assignment
Scope of Work

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2501

WORK ASSIGNMENT TITLE: (2nd, 3rd & 4th Ave E Sidewalk Replacement)

Pursuant to the City of Bradenton, Agreement for sidewalk replacement Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and A.J. General Construction Services, 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:

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 $287,049.89. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: sidewalk replacement on 2nd, 3rd & 4th Ave E Bradenton Fl.

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 sidewalk replacement Services and this Work Assignment dated July/07/2025. _____.

Contractor

BY: Natasha A Trimble Digitally signed by Natasha A Trimble DN: C=US, E=natasha@ajgeneralconstruct.com, CN=Natasha A Trimble Date: 2025.07.07 13:54:24-04'00'

Printed Name: Natasha Trimble

Title: Project Manager

Date: 07/07/2025

CITY OF BRADENTON

BY:_____

Date: _____

Scope of Work

2nd, 3rd, and 4th Avenue East – Sidewalk Replacement Construction Project
City of Bradenton

Project Overview

This project involves the removal and replacement of deteriorated sidewalk infrastructure along 2nd, 3rd, and 4th Avenue East, between 4th Street East and 6th Street East (both sides of each avenue). These sections have been identified through a recent condition assessment as requiring attention due to safety concerns, structural degradation, and the need for visual and functional improvements.

Identified Sections for Replacement

- **4th Avenue East (4th Street East to 6th Street East):**
  This section exhibits significant deterioration, including cracking and surface failures, presenting a high risk for future structural failure and pedestrian hazards. Proactive replacement is necessary to mitigate safety risks and extend the service life of the walkway.
- **3rd Avenue East (4th Street East to 6th Street East):**
  Although currently in moderate condition, this section is scheduled for replacement to maintain consistent infrastructure quality in a high-visibility area near the riverfront. The upgrade will support the city's ongoing efforts to enhance aesthetic appeal and pedestrian experience.
- **2nd Avenue East (4th Street East to 6th Street East):**
  This area displays severe cracking, uneven surfaces, and multiple trip hazards. Immediate replacement is required to eliminate safety risks and ensure compliance with ADA standards.

Project Objectives

- Improve pedestrian safety and accessibility throughout the area
- Enhance the visual appeal of key corridors within the city
- Extend the useful life of sidewalk infrastructure through proactive replacement
- Maintain a uniform standard of sidewalk quality across adjacent corridors

Scope of Work

- Remove and replace approximately **2,140 square yards** of concrete sidewalk and driveway aprons
- Remove and replace approximately **150 linear feet** of concrete curb
- Install new **stop bars** and **high-visibility crosswalks** to improve pedestrian safety at key intersections
- Replace two ADA (American with Disabilities Ramps) on 4th Ave E near 4th St E intersection.

2ND AVE E, 3RD AVE E & 4TH AVE E

Approximation:
3700FT
5500SY

4TH ST E
2ND AVE E
3RD AVE E
3RD AVE E
3RD AVE E
6TH ST E
3RD AVE E
4TH AVE E
4TH ST E
7TH ST E

Item Number	Description	Estimate			
	Lump Sum Items	Unit	Quantity	Unit Price	Total Price
L1	Mobilization	8%	1		$ 20,688.28
L2	Maintenance of Traffic (Local Roads, No Flaggers Required)	2%	1		$ 5,172.07
L3	Maintenance of Traffic (Collector Streets)	4%			$ -
L4	Maintenance of Traffic (Arterials as Define by Land Use)	6%			$ -
L5	Enviromental Protection	1%	1		$ 2,586.04
	Concrete Removal				
	Concrete Curb Removal, includes hauling and disposal				
R1	1-250 LF	LF	150	$ 15.00	$ 2,250.00
R2	250 of more LF	LF		$ 9.00	$ -
	Concrete Sidewalk and drivewalk Removal				
R3	1-150 SY	SY		$ 49.00	$ -
R4	150 or more SY	SY	2,140	$ 44.00	$ 94,160.00
	Concrete Placement				
P1	Concrete, Type D Curb	LF		$ 37.50	$ -
P2	Concrete, Type F Curb	LF	150	$ 37.50	$ 5,625.00
P3	Concrete 24", Type A Miami Curb	LF		$ 37.50	$ -
P4	Concrete Sidewalk 4" Depth	SY	1,750	$ 56.25	$ 98,437.50
P5	Concrete Sidewalk 6" Depth	SY	390	$ 87.50	$ 34,125.00
P6	Concrete Other 4" Depth	SY		$ 75.00	$ -
P7	Concrete Other 6" Depth	SY		$ 93.75	$ -
P8	Concrete, Retaining Wall (<=12")	CY	2.5	$ 1,000.00	$ 2,500.00
	Signing and Striping				
S1	12" Solid Thermoplastic Striping	LF	140	$ 8.75	$ 1,225.00
S2	24" Solid Thermoplastic Striping	LF	80	$ 16.25	$ 1,300.00
S3	White or Yellow Paint Curb Marking	LF		$ 7.50	$ -
S4	Relocate Existing Post Mounted Sign	EA	2	$ 219.00	$ 438.00
S5	Install New Post Mounted Sign	EA		$ 500.00	$ -
S6	Rectangular Rapid Flashing Beacon (FDOT 654-2-22)	LS		$ 12,000.00	$ -
	Other				
Q1	Silt Fence	LF		$ 4.00	$ -
Q2	Storm Inlet Protection	EA	1	$ 93.00	$ 93.00
Q3	Reset Granite Curb	LF		$ 45.00	$ -
Q4	Argentine Bahia Sod, Installed FDOT Standards	SF	19,300	$ 0.84	$ 16,212.00
Q5	St. Augustine Sod, Installed FDOT Standards	SF		$ 1.55	$ -
Q6	Detectable Warning Mat, F&I, 2'x3' yellow	EA	4.00	$ 220.00	$ 880.00
Q7	Bollard	EA		$ 938.00	$ -
Q8	Adjust Utility Box to Grade	EA		$ 563.00	$ -
Q9	Adjust Curb inlet Inlet Curb Lid to Grade	EA		$ 1,563.00	$ -
Q10	Replace Curb Inlet Lid including Ring and Cover (Nominal Size 5'x5')	EA		$ 3,750.00	$ 2.00
Q11	Replace Curb Inlet Structure	EA		$ 8,750.00	$ -
Q12	Replace Grate Inlet Structure	EA		$ 6,250.00	$ -
Q13	Surveyor	HR		$ 225.00	$ -
Q14	Arborist	HR		$ 188.00	$ -
Q15	Irrigation Repair (Per Work Assignment)	Allow			$ -
	BASIS OF AWARD				$ 285,693.89
	New Construction				
C1	Clearing and Grubbing (includes trees <6" diameter)	AC	-	$ 31,250.00	$ -
C2	Tree Removal(>6" diameter)	EA		$ 1,563.00	$ -
C3	Additional Grading of Areas Beyond the 2' Back or Side	SY	20	$ 5.00	$ 100.00
C4	Relocate Mailbox	EA	8	$ 157.00	$ 1,256.00
	Total				$ 287,049.89



Natasha Trimble, Project Manager
AJ General Construction Services, Inc.

AGENDA ITEM NO. 6.ad

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment One to Grant Agreement HL203 between the Department of Commerce and the City of Bradenton

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton entered into a Grant Agreement with the Department of Commerce on July 1, 2023, with an expiration date of June 30, 2025. The Parties now with to Amend the Agreement to renew the contract an additional year until June 30, 2026.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Amendment One to Grant Agreement HL203.

ATTACHMENTS:
Amendment One to HL203

Docusign Envelope ID: 6F89982B-025C-4D13-AB7E-A03699A050EF

AMENDMENT ONE TO
GRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF COMMERCE
AND
CITY OF BRADENTON, FLORIDA

On **September 30, 2023,** the State of Florida, Department of Commerce ("Commerce"), and the **City of Bradenton, Florida** ("Grantee"), entered into Grant Agreement **HL203** ("Agreement"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section D, MODIFICATION, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A, Agreement Period, is hereby deleted in its entirety and replaced with the following:

   This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2026 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

2. This Agreement is hereby reinstated as though it had not expired, if not signed by the expiration date.

3. All other terms and conditions of the Agreement remain in full force and effect.

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Docusign Envelope ID: 6F89982B-025C-4D13-AB7E-A03699A050EF

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # **HL203** as amended. This Amendment is effective on June 30, 2025.

CITY OF BRADENTON, FLORIDA	**FLORIDA DEPARTMENT OF COMMERCE**
SIGNED:	SIGNED:
Gene Brown	**J. Alex Kelly**
Mayor	**Secretary**
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

AGENDA ITEM NO. 6.ae

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 2 of RFP 23-009EJ with Matrix Consulting Group, LTD

SUGGESTED ACTION: Approval of Amendment No. 2

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into a Contract in response to RFP 23-009EJ (the "Contract") on July 26, 2023, whereby Contractor was to provide the City with consulting services to conduct an organizational and operational assessment of the City's Public Works & Utilities Department and Planning & Development Department. The Parties executed Amendment No. 1 on November 6, 2024, extending the Contract to July 25, 2025.

Now, therefore, the Parties desire to renew the contract for a period of one (1) year, through July 25, 2026.

FINANCIAL IMPACT:
GL Account: 00151220-534000

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille

SUGGESTED MOTION:
Motion to approve Amendment No. 2 of RFP #23-009EJ with Matrix Consulting Group, LTD.

ATTACHMENTS:
Amendment No. 2 to RFP 23-009EJ with Matrix

Amendment No. 2 of RFP # 23-009EJ between Matrix Consulting Group, LTD. and the City of Bradenton

This SECOND AMENDMENT of RFP 23-009EJ (the "Amendment"), is made by and between the CITY OF BRADENTON, a Florida municipality, hereinafter referred to as the "City" and Matrix Consulting Group, LTD., a California corporation authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City and Contractor entered into a contract in response to RFP 23-009EJ (the "Contract") on July 26, 2023, whereby Contractor was to provide the City with consulting services to conduct an organizational and operational assessment of the City's Public Works & Utilities Department and Planning & Development Department;

WHEREAS, the Agreement with the City provided for a one-year term, through July 25, 2024; however, the Contract provides the option to renew for four (4) additional one-year periods.

WHEREAS, the Parties executed Amendment No. 1 on November 6, 2024

WHEREAS, the Parties now with to further amend the Contract;

WHEREAS, the City and the Contractor 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 the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

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

1. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Amendment.
2. The term on the Contract is hereby renewed for a period of one (1) year, effective July 26, 2025 through July 25, 2026.
3. For services provided pursuant to this Amendment, the City shall pay the Contractor in accordance with the terms and conditions of this Contract an amount not to exceed $100,840.00 for the renewal term.
4. Exhibit C is hereby added to the Contract, attached an incorporated herein.
5. Except as amended by the terms of this Amendment, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

6. 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 the Amendment hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Amendment, upon the terms and conditions above stated.

Alan D. Pennington, as President
Matrix Consulting Group, LTD.

7/16/25
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones

7/16/2025
Date

Erin Jones, NIGP-CPP, CPPO, CPPB
Purchasing Manager, City of Bradenton

June 18, 2025

Erin Jones, Purchasing Manager
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

Dear Ms. Jones:

The Matrix Consulting Group is pleased to present our proposal to the City of Bradenton to draft the ADA Transition Plan for the City.

As President, I am authorized to represent the firm in negotiations and to execute a contract for services. We formally confirm that the current Principal in Charge and the Project Manager will continue to be available to lead this engagement and will ensure that all project demands and deadlines are met.

If you have any questions, please do not hesitate to contact me at 650.858.0507 or via email at apennington@matrixcg.net. We look forward to the opportunity to continue our working relationship with the City.

Alan D. Pennington, President
Matrix Consulting Group, Ltd.

ADA Transition Plan Development Task Plan•

Matrix Consulting Group will assist the City in the development of an ADA Transition Plan. The City has provided a draft template to be used to develop the plan. The development of the plan will include the following steps:

- Development of the draft ADA Transition Plan using the guidelines provided by the Federal Highway Administration. The City has provided a partially completed document.
- Interview key city staff and gather necessary data to complete the Transition Plan.
- Complete the draft plan and send to City for review. Meet with select City staff to discuss any comments.
- Complete the final draft of the ADA Transition Plan. Send to City for review and incorporate any final comments.

Fee Estimate

We propose to complete this scope of work for a not to exceed price of $13,500 as detailed in the following table:

Task	Project Manager	Lead Analyst	Senior Consultant	Total Hours	Total Fee
Develop ADA Transition Plan	16	16	40	72	$13,040
Total Hours	16	16	40	72	
Hourly Rate	$240	$175	$160		
Total Professional Fees	**$3,840**	**$2,800**	**$6,400**		**$13,040**
Travel Expenses					$460
Total Project Cost					**$13,500**

Project Schedule

We have proposed an eight week timeline for completing this engagement:

- Initial Draft 2 weeks
- Stakeholder meetings 2 weeks
- Final Draft 2 weeks
- City Review/Final Document 2 weeks

We are available to begin work immediately following a notice to proceed.

Proposal for Implementation Assistance for the Public Works and Utilities

BRADENTON, FLORIDA

June 18, 2025

matrix consulting group

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June 18, 2025

Erin Jones, Purchasing Manager
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

Dear Ms. Jones:

We appreciate the opportunity to submit this proposal to support the implementation of the Public Works and Utilities Department Assessment. Our proposal is based on your conversations with Jen Winter and our understanding of the City's needs.

If you have any questions about the scope of the proposal, please feel free to discuss it with Jen Winter, who will be leading this effort. She can be reached at jwinter@matrixcg.net or (319) 389-5575.

I will be the contracting officer for this endeavor and sign any contract for service. Please do not hesitate to contact me at apennington@matrixcg.net. We look forward to continuing our strong working relationship with the City.

Alan Pennington, President
Matrix Consulting Group, Ltd

1. Project Objectives

The accreditation initiative will focus on the following key objectives:

- **Compliance with APWA Recommended / Best Practices**: Ensure policies, procedures, and practices meet or exceed APWA accreditation requirements.
- **Operational Excellence:** Standardize and document best practices to improve efficiency and service delivery.
- **Organizational Transparency:** Establish clear policies for record-keeping, accountability, and process consistency.
- **Continuous Improvement:** Develop a framework for ongoing evaluation and enhancement of departmental policies and procedures.

2. Project Approach and Task Plan

The City of Bradenton Public Works and Utilities Department is implementing the recommendations from the organizational and operational assessment completed by Matrix Consulting. The Department is also pursuing American Public Works Association (APWA) Accreditation and is completing the necessary documentation and policy development to meet the program's requirements. To finalize the required documentation, the Department is seeking assistance with a gap analysis, developing manuals, policies, procedures, and other documented processes.

Project Task Plan

The following task plan provides details on the scope of services for this proposal.

Task 1 | Project Coordination and Collaboration

To support the APWA accreditation process, the project team will collaborate with PWU and other internal stakeholders / City Departments essential to gathering the required documentation. Specifically, Chapters 1-10 of the APWA Public Works Management Practices manual will require coordination and collaboration with City Departments outside of Public Works and Utilities to compile needed documentation, including Finance, Human Resources, and IT.

The required stakeholder coordination will be largely dependent on the availability of the documentation needed for compliance with Chapters 1-10 of the manual.

To mitigate potential delays, each stakeholder department will designate an accreditation project manager responsible for ensuring timely collection and submission of required documentation. Departments will be expected to adhere to structured deadlines for document provision, and routine follow-ups will be conducted to monitor progress. Additionally, a contingency plan will be in place to address delays, identify alternative sources of documentation, and escalate critical items if needed.

This process includes the following steps:

- Initiate Coordination – Establish communication with PWU and relevant stakeholder departments, informing them of the documentation needs. Provide clear guidance on requirements and deadlines. It is recommended that each stakeholder department assign an accreditation project manager to work with us.
  - This coordination will begin with an initial meeting with PWU and stakeholder department leadership and project managers to review the accreditation process, requirements, and projected timelines.
  - Routine meetings will be set up with the project managers to review progress, discuss challenges, and assign action items.
  - Joint quarterly meetings will be established to include stakeholder department leadership and project managers to review progress, discuss challenges, and assign action items.
- Document Collection – Work with each department to obtain necessary policies, reports, records, and other supporting materials. Ensure documentation aligns with APWA accreditation practices. If departments are unable to provide required documents within the established timeframe, an escalation procedure will be initiated to identify alternative approaches and/or prioritize missing items accordingly.
- Review & Organize – Analyze collected documents for completeness and compliance. Organize materials systematically for ease of reference during the accreditation process.
- Follow Up & Clarify – Address any missing or unclear documentation by following up with relevant departments. Offer assistance in compiling additional materials if needed. Note that this task does not include the development of the necessary documentation unless PWU allots a portion of the time in Task 2 to this.

- Submission and Verification – Ensure all documentation is finalized, properly formatted, and submitted in accordance with APWA guidelines. Conduct a final review to confirm accuracy before the accreditation assessment.
- Ongoing Support – Maintain open communication with departments throughout the accreditation process, responding to any inquiries and making necessary adjustments to documentation as needed. To ensure sustained progress, periodic reviews will be conducted, and additional resources will be made available to prevent documentation or compliance gaps.

TASK RESULT – Establishment of routine communication and coordination with participating Departments.

Task 2 Develop Policies and Procedures for the Public Works and Utilities Department.

The task involves developing policies and procedures to compile a Department Operations Manual. The Manual should include information on the responsibilities and operations of the Divisions of PWU and will follow the structure of the APWA's Public Works Management Practices Manual.

Using the tracking spreadsheet, the project team will work with Department leadership to prioritize needed policies and procedures. They will then review the data collected, perform interviews/workshops with appropriate staff to map processes, and begin developing Division policies and procedures.

The steps to policy and procedure creation will include:

- Create a SharePoint page to facilitate sharing of documents and to track progress and compliance with the required practice statements.
- Create SOP template(s). Circulate template for PWU comments and approval. Prioritize policies and procedures to be created.
- Complete the review of existing SOPs and policies.
- Conduct staff interviews/workshops.
- Draft the SOP/Policy. Circulate for review. Incorporate feedback and finalize.
- Draft the Operations Manual(s). Circulate for review. Incorporate feedback and finalize.

This is an iterative process, and we plan to continue meeting regularly with Department leadership throughout the project's duration.

For estimating purposes, it is assumed up to 30 policies and procedures will be drafted. Each document is estimated to take up to five hours of staff time allocated as follows:

Task	Project Team and Time Estimate	Total Time
Interview/workshop	1 hr. / 2 team members	2 hrs.
Draft the SOP	2 hrs. / 1 team member	2 hrs.
Review of draft SOP	½ hr. / 1 team member	½ hr.
Incorporate PWU feedback	½ hr. / 1 team member	½ hr.
Total		**5 hrs.**

Any additional work desired by the Department can be added based on the estimated timeframes and rates provided in the following section.

TASK RESULT – A set of policies and procedures incorporated into an Operations Manual (or Manuals), or portions thereof, in the format agreed to in the initial steps of the task.

Task 3 | APWA Management Practice Compliance Review

The Project Team will work with the City to set up a SharePoint page dedicated to accreditation. This will allow for the collection and organization of documentation in a single location accessible to everyone assigned to assist with the accreditation.

We will review current practices, along with the assigned documentation, to consider their appropriateness and level of response in relation to meeting or exceeding the recommended practices outlined in the APWA Public Works Management Practices Manual. Based on the project team's interpretation, any practices that require additional work or further documentation to improve their rating will have recommendations for improvement. Each area will be assigned a City lead and an estimated timeframe for completion.

Each practice will be given a review, a documented level based upon the project team's interpretation, and recommendations for improvement, or items to consider for accreditation, based upon the same system used by Site Evaluators trained by APWA to review for Accreditation.

TASK RESULT – A SharePoint page or networked spreadsheet designed to track applicable practices, the City's expected compliance level, the project team's interpreted compliance level, and recommendations for improving compliance. This platform will serve as a centralized resource for monitoring progress, ensuring transparency, and facilitating ongoing accreditation efforts

3. Project Schedule and Fees

This section of the proposal outlines the proposed schedule and fees for the project.

1. Schedule

The project completion timeline depends on the Department's readiness to advance with its Accreditation process, with an expected duration of no more than 18 months. The deadline may be adjusted based on the City's efficiency in providing necessary information and reviewing drafts promptly. Any modifications to the schedule will be coordinated with the Department Leadership.

Phase	Key Activities	Timeline
Phase 1: Assessment	Gap Analysis, Documentation Review	3 Months
Phase 2: Development	Policy Creation, Stakeholder Input	9 Months
Phase 3: Compliance Review	Pre-Accreditation, Adjustments	6 Months
Accreditation Submission	Final Review & APWA Assessment	Ongoing

2. Fees

We propose to proceed with this work for a fixed not-to-exceed price of **$62,848**. The following table breaks down the fee by task and classification. The cost will be discussed upon project start to determine the best policies or manuals to focus on within the allotted hours.

Task	Project Manager	Lead Analyst	Senior Consultant	Total Hours	Total Fee
Project Initiation and Tracking	24	60	20	**104**	**$19,460**
Policy and Procedure Development	30	30	90	**150**	**$26,850**
Compliance Review	8	30	20	**58**	**$10,370**
Total Hours	**62**	**120**	**130**	**312**	
Hourly Rate	$240	$175	$160		
Total Professional Fees	**$14,880**	**$21,000**	**$20,800**		**$56,680**
Contingency (for additional work)					**$5,668**
Travel Expenses					**$500**
Total Project Cost					**$62,848**

If the City wishes to add additional policies or procedures to the work plan, they may do so, using an estimated time requirement of 5 hours per policy or SOP, for $830/SOP (2 hours at the Lead Analyst rate, and 3 hours at the Senior Consultant rate). Any additional work tasks desired by the Department can also be added based on mutually agreed-upon estimated hours for the rates provided in the table above.

4. Project Success Metrics and Evaluation

To measure the success of the accreditation process, the following metrics will be tracked:

- **Completion Rate of Required Documentation** (percentage of policies and SOPs drafted and finalized).
- **Stakeholder Engagem**ent (feedback from department staff on clarity and usability of new policies).
- **Internal Compliance Ratings** (pre-accreditation audit performance).
- **Accreditation Approval Timeline** (completion of APWA assessment with minimal revisions).

5. Conclusion

By implementing this structured approach, the City of Bradenton Public Works and Utilities Department will strengthen its operational framework, enhance policy consistency, and ensure full compliance with APWA accreditation standards. Through collaboration, meticulous documentation, and continuous evaluation, the department will position itself as a model of public works excellence.

AGENDA ITEM NO. 6.af

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Construction Contract for Fairfield Acres Drainage Improvements with Spectrum Underground, Inc.

SUGGESTED ACTION: Approval of Contract for Mayor's signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 9, 2025, Council approved IFB 25-013MK recommendation of award to Spectrum Underground, Inc. to for the Fairfield Acres Drainage Improvements project. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Fully funded through FDEP Grant Agreement L0009.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the Construction Contract for Fairfield Acres Drainage Improvements with Spectrum Underground, Inc.

ATTACHMENTS:
Construction Contract for Fairfield Acres Drainage Improvements

CONSTRUCTION CONTRACT FOR FAIRFIELD ACRES DRAINAGE IMPROVEMENTS

THIS CONTRACT for Fairfield Acres Drainage Improvements (the "Contract") is made and entered into as of the date of execution hereof by both parties, by and between the City of Bradenton (the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Spectrum Underground, Inc. (the "Contractor"), a Florida corporation located at 5802 Bee Ridge Road, Suite 101, Sarasota, Florida 34233.

WITNESSETH

WHEREAS, the City issued IFB # 25-013MK (the "IFB") on April 3rd, 2025 seeking bids for drainage improvements at Fairfield Acres;

WHEREAS, the City evaluated bids received and found the Contractor to be the lowest responsive and responsible bidder to perform the necessary services; and

WHEREAS, the parties desire to enter into a contract in accordance with the terms of the IFB.

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

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents, which comprise of the entire contract between the City and the Contractor, and which are made a part hereof by this reference, consist of the following:

A. Solicitation 25-013MK, and any addenda
B. Bid Form
C. Fairfield Acres Drainage Improvements Plan, as March 2024

1.2 If a conflict arises between the Contract Documents, the order of precedence shall be the order in which the documents are listed above. The Contract Document may only be amended, modified, or supplement as provided in Section 3.04 of the Terms and Conditions.

ARTICLE 2 – CONTRACT PRICE

2.1 *Compensation*

In accordance with the work, labor, services, and materials to be furnished by the Contractor, in accordance with said plans and specifications, the City agrees to pay to the Contractor, upon the completion and acceptance thereof by the City, the total contract price of **Three Hundred Fifty-Nine Thousand Three Hundred Twenty-Six Dollars and Five**

Cents ($359,326.05). All payments pursuant to this Contract shall be made in accordance with Florida's Prompt Payment Act.

2.2 *Allowances*

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

2.3 *Estimated Quantities*

The Bid Prices for Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, ad determinations of actual quantities and classifications are to be made by the Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 3 – ENGINEER

The Work has been designed by the Owner ("Engineer"), which is to assume all duties and responsibilities, and have the rights and authority in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time for Performance*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions ("Substantial Completion"); and

B. The Work shall be completed and ready for final payment within 210 days after the date of commencement of the Contract Times, in accordance with Paragraph 14.07 of the General Conditions ("Completion").

4.2 *Liquidated Damages*

The parties recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.1 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.1 above for Completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish to the City, prior to commencement of operations hereunder, a performance and payment bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen and laborers. The City will only accept a Performance and Payment bond from a surety with an A.M. Best rating of "A-" (excellent) or better for bids requiring bonds of $500,000 or greater, or "B+" (Very Good) or better for bids requiring a bond of less than $500,000. Said bond shall be in a form acceptable to the City Attorney. In accordance with Section 255.05, F.S., the City may not make a payment to the Contractor until Contractor has provided a certified copy of the recorded bond.

ARTICLE 6 – PAYMENT

6.1 Upon certification and approval by the City or its duly authorized agent, monthly payments may be made to the Contractor upon its application for al services or work completed or materials furnished in accordance with the Contract, excluding five percent (5%) retainage. Prior to substantial completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application. Retainage may be reduced by the City upon issuance of the Certificate of Substantial Completion if, in the sole opinion of the city, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved and the City has retained adequate retainage for the final completion of the Project, and all estimated liquidate damages. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the City or its duly authorized agent of all work, materials or services required under this Contract.

A. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.

B. Monthly pay requests for less than $200 are not acceptable and will not be processed, except for final payment.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 7.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. The contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

ARTICLE 8 – GOVERNING LAW AND VENUE

Governing law and venue shall be as stated in Section 47 of the Terms and Conditions.

ARTICLE 9 – MISCELLANEOUS

9.1 *Terms*

Terms used in this Contract will have the meanings stated in the General Conditions and Supplementary Conditions.

9.2 *Assignment of Contract*

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anyt hing of value likely to influence the action of a public official in the bidding process or in the Contract execution.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 10 – INDEMNIFICATION

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, judgements, 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 (i) Contractor's performance, non-performance, or material breach of any provision of this Contract or of Contractor's duties or obligations under this Contract; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Contract. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or order of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

ARTICLE 11 – PUBLIC RECORDS

All aspects of this Contract are subject to Florida's public records laws, as set forth in Section 41 of the General Terms and Conditions of Solicitations.

ARTICLE 12 – E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Contract. Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If Contractor has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the Owner.

ARTICLE 13 – NOTICES

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

To City:
City of Bradenton
Attn: Purchasing Department
101 Old Main Street

To Contractor:
Spectrum Underground, Inc.
5802 Bee Ridge Rd., Ste. 101
Sarasota, FL 34233

Bradenton, Florida 34205

Email: hsunquistjr@spectrumunderground.com

Copy to:

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

Copy to:

Email:

ARTICLE 14 – TERMINATION

This Contract is subject to termination as set forth in Section 41 of the Terms and Conditions.

ARTICLE 15 – INSURANCE

Contractor shall procure and maintain insurance as specified in the Terms and Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER
City of Bradenton, Florida

By: _____
Gene Brown
Mayor
Date: _____

ATTEST:
By: _____
Tamara Melton
City Clerk

Approved as to form:
By: _____
Scott Rudacille
City Attorney

CONTRACTOR
Spectrum Underground, Inc.

By: _____
Print Name: Harlan R. Sunquist, Jr.
Title: President
Date: July 9th, 2025

WITNESS:

By: _____
Print Name: Adriana Picerno, Controller
Date: July 9th, 2025

AGENDA ITEM NO. 6.ag

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract for Judicial Parking Garage Painting Services with Tropical Touch Restoration, Inc.

SUGGESTED ACTION: Approval of Contract for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On May 14, 2025, Council approved IFB 25-009NT recommendation of award to Tropical Touch Restoration, Inc. for the Judicial Garage Painting Services project. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
$79,332 will be funded by account 4825400 546100 JE535 - (Facilities Maintenance/Building Repair/Judicial Garage)

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the Contract for Judicial Parking Garage Painting Services with Tropical Touch Restoration, Inc.

ATTACHMENTS:
Contract for Judicial Parking Garage Painting Services

CONTRACT FOR JUDICIAL PARKING GARAGE PAINTING SERVICES

THIS CONTRACT for Judicial Parking Garage Painting Services (the "Contract") is made and entered into as of the date of execution hereof by both parties, by and between the City of Bradenton (the "City" or "Owner"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Tropical Touch Restoration, Inc. (the "Contractor"), a Florida corporation located at 335 Shore Drive, Ellenton, Florida 34222.

WITNESSETH

WHEREAS, the City issued IFB # 25-009NT (the "IFB") seeking bids for judicial parking garage painting services;

WHEREAS, the Contractor was the successful bidder; and

WHEREAS, the parties desire to enter into a contract in accordance with the terms of the IFB.

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

A. CONTRACT DOCUMENTS AND SCOPE OF WORK

The contract documents, which comprise the entire contract between the Parties and which are made a part hereof by reference, shall consist of the following:

1. Contract;
2. The Solicitation and any addenda
3. Contractor's Response to the IFB.

(collectively the "Contract Documents"). To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

The Contractor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills for Judicial Parking Garage Painting Services in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

B. TERM

The Contract shall commence immediately upon execution by both the City and Contractor and shall continue through the completion of the Services.

C. COMPENSATION AND PAYMENT

City shall pay Contractor for the Services rendered hereunder and completed in accordance with the terms and conditions of the Contract Documents an amount not to exceed Seventy-Nine Thousand Three Hundred Thirty-Two Dollars and Zero Cents ($79,332.00) (the "Fee"). Contractor shall submit a monthly invoice and upon acceptance by the City, the invoice(s) will be paid in accordance with Florida's Prompt Payment Act.

D. INSURANCE

Before performing any work pursuant to this Contract, Contractor shall procure and maintain, during the life of this Contract unless otherwise specified, insurance as specified in Section 3.16 of the General Terms and Conditions of Solicitations.

E. RESPONSIBILITIES OF CONTRACTOR

1. Contractor acknowledges that it is familiar with the requirements and specifications of the Contract Documents, including any addenda, and agrees that it will perform the Services as required thereunder.

2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

3. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of 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. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the Contractor does not abide by the terms of the Contract Documents.

4. Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the Services or payment for the Services, and shall not discriminate on grounds of race, color, religion, sex, or national origin in the performance of the Services.

5. 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, upon prior written notice to the Contractor. Such records shall be retained for a minimum of three (3) years after completion of the Services.

6. Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks. Any change or substitution to

the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

F. TERMINATION

This Contract is subject to termination as set forth in Section 3.41 of the General Terms and Conditions of Solicitations.

G. PUBLIC RECORDS

The Contract Documents are subject to Florida's public records laws as set forth in Section 3.34 of the General Terms and Conditions of Solicitations.

H. MISCELLANEOUS

1. The Contract Documents contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. The Contract Documents shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

2. The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the City.

3. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4. Where notice is required to be provided under the Contract Documents, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt.

To City:	City of Bradenton c/o Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A. c/o Scott E. Rudacille, Esq. 802 11th Street West Bradenton, Florida 34205
To Contractor:	Tropical Touch Restoration, Inc. c/o Darek Grazawski 335 Shore Dr Ellenton, FL 34222

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written above.

CONTRACTOR

TROPICAL TOUCH RESTORATION, INC.

By: _____

Its: President
(Title of Authorized Representative)

Date: 07/15/2025

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

BY: _____
TAMARA MELTON
City Clerk

Approved as to form:

BY: _____
SCOTT E. RUDACILLE
City Attorney

5215254v1

EXHIBIT A
SCOPE OF SERVICES

I. OVERVIEW

The Contractor shall provide all necessary equipment, materials, and labor to paint all exterior walls, stairwell walls and railings of the City of Bradenton Judicial Parking garage located at 615 12th St W.

The Judicial Center Parking Garage
615 12th St W.
Bradenton, FL 34205
Sq. Ft. – Approximately 194,588 Sq. ft.

II. SCOPE OF WORK

A. CONTRACTOR REQUIREMENTS

1. The Contractor shall visit the site and familiarize themselves with the existing conditions of adjoining community, roads and structures adjacent to the site.
2. The Contractor shall coordinate work so that there is minimal to no interruption to daily work at the garage.
3. The Contractor shall at least one employee on site that can communicate in English with City staff and with the general public.
4. All personnel shall be similarly uniformed and identifiable as to the organization from which they are providing service to the City.
5. Contractor is responsible for any damage to City or third-party property caused by Contractor or their employee. Restoration shall be made to the City's satisfaction.
6. Contractor shall provide all personnel and equipment necessary to perform the services described herein.
7. Contractor shall ensure conditions on the work site reflect good housekeeping and safety practices at all times. The Contractor shall be responsible for all trash and debris disposal from the work site.
8. The Contractor shall dispose of all materials in a safe, legal, timely and proper manner.
9. The Contractor shall be familiar with applicable federal, state, and local requirements for performing this work.
10. The Contractor shall conform to all Occupational Safety and Health Administration OSHA safety regulations and requirements.
11. The Contractor shall use Personal Protective Equipment (PPE) when exposure to airborne contaminates could be present.
12. Prior to commencing any painting work contractor shall coordinate a site meeting with the City's Project Manager.
13. The painting contractor shall confine his apparatus, materials, storage and operations of his workmen to the limits indicated by the project representative. All materials used on the job

shall be stored in a single place designated by the project manager. Such storage shall be kept clean and painting contractor shall be liable for damage to surrounding areas.

B. PAINTING REQUIREMENTS

1. The Contractor shall be responsible for providing all materials required to complete the project including any surface preparation materials.
2. The City intends to use Sherwin Williams paint or a comparable paint. Any and all discrepancies shall be brought to the City's designated project manager prior to application.
3. All paint shall be delivered to the job site in the original container with the manufacture's label intact.
4. Take all precautions to protect the building adjoining surfaces and equipment from damage incurred with their operations.
5. Protect all areas and foliage and shrubbery from paint spillage or overspray.
6. Ensure all material is applied in accordance with the manufacturer's specifications with special attention to surface preparation, thinning of material, and drying time between coats.

C. SURFACE PREPARATION

1. Contract shall pressure clean all surfaces that are to receive coatings. Use a minimum of 2100 psi, a 25% tip and a solution chlorine and water mixed at one (1) part chlorine to three (3) parts water. Remove all chalk, efflorescence, dirt, mold, mildew, loose or peeling paint and any foreign contaminant. Obtain a clean, dry, and dull surface prior to applying any coatings.
2. On any and all areas where mildew is present, remove mildew using bleach and water. Follow manufacturers precautions and handling instructions on bleach products.
3. Inspect all substrates prior to applying coatings. Report any areas unfit to receive coatings to Project Manager.
4. All construction joints and expansion joints shall be carefully inspected for caulking deterioration, loss of adhesion, cracking or loss of properties. Failing caulking shall be removed and area cleaned prior to applying new caulking, to assure desired adhesion to both surfaces. Where the existing caulking is removed a neoprene rope shall be installed as a backup surface if the opening is greater than 1/8".
5. Any holes or cracks shall be patched and finished patches shall closely match existing masonry surfaces.
6. All metal pipes attached to building shall be wire brushed to remove all loose or flaking paint and rust.

D. SURFACE APPLICATION

1. Vertical Masonry Surfaces
    a. Apply coat of Sherwin Williams Loxon Masonry Primer or equivalent

b. 1st coat – Sherwin Williams Loxon Conditioner, A24V100, at 250 s/f gal, at .05 dry mils. Or equivalent
c. 2nd coat - Sherwin Williams A100 Acrylic Satin, A82 Series, at 250 s/f gal, at 1. 5 dry mils. Or equivalent

2. Horizontal Ceilings at Elevator Landings

a. Apply coat of Sherwin Williams Loxon Masonry Primer or equivalent.
b. Apply Sherwin Williams A100 Acrylic Satin, A82 Series or equivalent, to full opacity.

3. Steel Service Doors, Steel Door Frames and Railings

a. Apply Primer using Sherwin Williams Kem Kromik Universal Primer, B50 Series or equivalent.
b. Apply Sherwin Williams Shercryl High Performance Acrylic Semi Gloss, B66 Series or equivalent to full opacity.

E. WORKING HOURS

1. Contractor's hours of operation are defined as Monday through Friday, 7:00 a.m. to 4:00 p.m., excluding Saturdays, Sundays, and City observed holidays.

2. Requests for approval by the City to work other than regular working hours must be submitted to the City prior to any proposed Saturday, Sunday or holiday work or scheduled extended workweek hours.

F. WARRANTY

All materials, parts/supplies, labor and workmanship, shall be fully warranted and guaranteed to include a minimum of one (1) year warranty against defects in materials and a minimum of thirty (30) days warranty against workmanship, from date of completion and acceptance.

G. PROJECT CLOSEOUT

1. Upon completion of painting, the contractor shall clean all work areas and dispose of any debris in accordance with local regulations.

2. Contractor shall conduct a final walk through with City Project Manager to ensure all work has been completed to satisfaction. Any work the City Project Manager deems unacceptable, the contractor shall correct within 3 days of notification. The Contractor will bear all costs to correct the defective work. If the Contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance with the contract documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

EXHIBIT B
FEE SCHEDULE

DESCRIPTION	AMOUNT
LUMP SUM	$79,332.00

AGENDA ITEM NO. 6.ah

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-023MK Asphalt Repair and Replace Services

SUGGESTED ACTION: Authorize award and pursue a contract with Southern Striping Solutions, LLC, DBA Collier Paving & Concrete.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On June 12, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-023MK to select a contractor for Asphalt Repair and Replace Services. Notice of this IFB was made through OpenGov (22,616 vendors were notified). 490 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

Southern Striping Solutions, LLC, DBA Collier Paving & Concrete having submitted the lowest responsive and responsible bid is recommended for award.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized

SUGGESTED MOTION:
Motion to approve and authorize the award for IFB-25-023MK and to pursue a

contract with Southern Striping Solutions, LLC, DBA Collier Paving & Concrete

ATTACHMENTS:
25-023MK NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-023MK		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Asphalt Repair and Replace Services				
PROCUREMENT SPECIALIST	Marcus Kerber				
DEPARTMENT	Public Works				
ADVERTISED DATE	06/12/2025		**RESPONSE DATE**	07/07/2025	
PRE-BID MEETING	☐ Mandatory ☒ N/A			**ATTENDEES**	
NOTIFICATIONS	22,616	**VIEWS**	490	**RESPONSES**	6

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
Southern Striping Solutions, LLC DBA Collier Paving & Concrete	**Fort Myers, FL**	**$451,528.00**
Precision Paving of Tampa, Inc.	Tampa, FL	$485,100.00
Superior Asphalt, Inc.	Oneco, FL	$856,000.00
Gator Grading & Paving, LLC	Palmetto, FL	$930,500.00
Ajax Paving Industries of Florida, LLC	North Venice, FL	$965,000.00
Harris-McBurney Company	Tampa, FL	$1,943,512.00

RECOMMENDED AWARD
Southern Striping Solutions, LLC, DBA Collier Paving & Concrete, having submitted the lowest responsive and responsible bid, is recommended for award.

NOTICE OF RECOMMENDED AWARD

AUTHORIZATION		
Erin Jones	Erin Jones	7/15/2025
Procurement Official or Designee	Signature	Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

TO: Erin Jones, Purchasing Manager

FROM: Marcus Kerber, Contract Specialist

DATE: July 11, 2025

SUBJECT: Award Recommendation for 25-023MK Asphalt Repair and Replace Services

BACKGROUND:

On June 12, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-023MK to select a contractor for Asphalt Repair and Replace Services. Notice of this IFB was made through OpenGov (22,616 vendors were notified). 490 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

Purchasing reviewed the lowest bidder, Southern Striping Solutions, LLC, DBA Collier Paving & Concrete, for responsiveness and deemed the lowest bidder responsive. Purchasing checked the references of the lowest responsive bidder, Southern Striping Solutions, LLC, DBA Collier Paving & Concrete, and deemed that they met all the requirements established in the solicitation documents and deemed them responsible.

RECOMMENDATION:

I recommend award to Southern Striping Solutions, LLC, DBA Collier Paving & Concrete, as the responsive and responsible bidder.

From: Perera Jr., Roberto (Preferred Materials)
To: Marcus A. Kerber
Subject: [EXTERNAL] RE: [EXT] Reference Check for City of Bradenton Solicitation
Date: Tuesday, July 8, 2025 5:17:05 AM
Attachments: image001.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

See Below.

Thank you,

Roberto Perera Jr.
Private & Commercial Area Manager
SWFL Region – Asphalt Division

Preferred Materials, Inc.
A CRH COMPANY
18080 Green Meadow Road
Ft. Myers, Florida 33913

O (239) 985-1151
C (941) 894-7760
E roberto.perera@preferredmaterials.com

From: Marcus A. Kerber <Marcus.Kerber@bradentonfl.gov>
Sent: Monday, July 7, 2025 3:12 PM
To: Perera Jr., Roberto (Preferred Materials) <Roberto.Perera@preferredmaterials.com>
Subject: [EXT] Reference Check for City of Bradenton Solicitation

You don't often get email from marcus.kerber@bradentonfl.gov. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe. If you believe this email may be phishing or malicious, please use the Report Phish button.

Good afternoon,

The City of Bradenton recently solicited for Asphalt Repair and Replacement Services. You were listed as a reference for Southern Striping Solutions, LLC. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than July 15th. We appreciate you taking time out of your day to complete this reference check.

1. Have they provided asphalt repair/replacement services? **Yes**

2. Was this work completed within the past 5 years? **Yes**

3. Was the work completed on time? **Yes**

4. If it was not completed on time what was the delay? **N/A**

5. Were there any change orders issued against the contract? **No**

6. Is there any additional information you would like to provide? **Have been working with contractor for 10+ years and had No Issues.**

Thank you,

MARCUS KERBER

Contract Specialist

941-932-9430

101 Old Main Street, Bradenton, FL 34205

BradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

ATTENTION: Ce courriel vient de l'exterieur de l'entreprise. Ne cliquez pas sur les liens, et n'ouvrez pas les pièces jointes, à moins que vous ne connaissiez l'expéditeur du courriel et savez que le contenu est sécuritaire. Si vous pensez qu'il s'agit d'un courriel d'hameçonnage ou malveillant, veuillez cliquer sur le bouton Signaler une tentative d'hameçonnage.

From: Lee Strauss
To: Marcus A. Kerber
Subject: [EXTERNAL] RE: Reference Check for City of Bradenton Solicitation
Date: Monday, July 7, 2025 3:58:55 PM
Attachments: image001.png
scaledajaxcmyk1x1logo@4x_cceff1a0-4c6f-4c00-9488-6cd0bea654d1.png

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[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Marcus,

Please see below, in red.

Regards,

Lee Strauss
Estimator
M: 941-238-8833
E: lstrauss@ajaxpaving.com
13350 Rickenbacker Parkway, Fort Myers, FL 33913
www.ajaxpaving.com

From: Marcus A. Kerber <Marcus.Kerber@bradentonfl.gov>
Sent: Monday, July 7, 2025 3:30 PM
To: Lee Strauss <lstrauss@ajaxpaving.com>
Subject: Reference Check for City of Bradenton Solicitation

Good afternoon,

The City of Bradenton recently solicited for Asphalt Repair and Replacement Services. You were listed as a reference for Southern Striping Solutions, LLC. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than July 15th. We appreciate you taking time out of your day to complete this reference check.

1. Have they provided asphalt repair/replacement services? Yes, many times for many years

2. Was this work completed within the past 5 years? Yes, they have completed many projects for us within the last 5 years.

3. Was the work completed on time? Yes, their work has always been completed on-time.

4. If it was not completed on time what was the delay?

5. Were there any change orders issued against the contract? Yes, there have been change orders agreed upon but not unsolicited or unwarranted.

6. Is there any additional information you would like to provide? We have had a relationship with Southern Striping Solutions since their inception. I highly recommend them on a daily basis and will continue to use them for their milling, paving and striping services.

Thank you,

MARCUS KERBER

Contract Specialist

941-932-9430

101 Old Main Street, Bradenton, FL 34205

BradentonFL.gov

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CAUTION This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe..

From: Ashley Kingston
To: Marcus A. Kerber
Subject: [EXTERNAL] RE: Reference Check for City of Bradenton Solicitation
Date: Tuesday, July 8, 2025 1:29:34 PM
Attachments: image002.png
image003.png
image004.png
Importance: High

You don't often get email from ashley.kingston@lennar.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon, please see the responses below in RED.
Have a nice day,
Ashley

LENNAR

Ashley Kingston
Director of Land Purchasing
Charlotte - Collier – Lee – Manatee – Sarasota

Ashley.Kingston@lennar.com
Office Phone: 239-225-6914

From: Marcus A. Kerber <Marcus.Kerber@bradentonfl.gov>
Sent: Monday, July 7, 2025 3:11 PM
To: Ashley Kingston <ashley.kingston@lennar.com>
Subject: Reference Check for City of Bradenton Solicitation

Good afternoon,

The City of Bradenton recently solicited for Asphalt Repair and Replacement Services. You were listed as a reference for Southern Striping Solutions, LLC. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than July 15th. We appreciate you taking time out of your day to complete this reference check.

1. Have they provided asphalt repair/replacement services? They have a ton of work with us. Mostly final lifts, but repairs do occasionally happen.

2. Was this work completed within the past 5 years? Yes

3. Was the work completed on time? Yes

4. If it was not completed on time what was the delay? N/A

5. Were there any change orders issued against the contract? Only change orders end up being on concrete repairs for additional items the county wanted completed in that community for CO.

6. Is there any additional information you would like to provide? Alex and his team are great to work with. I have enjoyed the 8 years we have worked together. Market pricing, great communication.

Thank you,



MARCUS KERBER

Contract Specialist

941-932-9430

101 Old Main Street, Bradenton, FL 34205

BradentonFL.gov

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DAHL, MICHAEL EDWARD

COLLIER PAVING & CONCRETE
16900 GATOR ROAD
FT. MYERS FL 33967

LICENSE NUMBER: CBC034307

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

AGENDA ITEM NO. 6.ai

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-024EJ Landscape Maintenance & Mowing Services - West Zone

SUGGESTED ACTION: Authorize award and pursue a contract with Fast Lawnscapes.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-024EJ to select a contractor to provide landscape maintenance and mowing services for the east zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 990 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

All bidders were deemed responsive by Purchasing. Purchasing then checks the responsibility of the apparent low bidder, Fast Lawnscapes. Purchasing verified the references and found the requirements established in the solicitation documents were met. Fast Lawnscapes, having submitted the lowest responsive and responsible bid, is recommended for award.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:
Motion to authorize the award for IFB 25-024EJ and to pursue a contract with Fast Lawnscapes.

ATTACHMENTS:
25-024EJ NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-024EJ		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Landscape Maintenance & Mowing Services – West Zone				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
DEPARTMENT	Landscape and Grounds				
ADVERTISED DATE	4/24/2025		**RESPONSE DATE**	5/22/2025	
PRE-BID MEETING	☐ Mandatory ☐ Optional ☒ N/A			**ATTENDEES**	0
NOTIFICATIONS	22,844	**VIEWS**	990	**RESPONSES**	6

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
Fast Landscapes	**Ellenton, FL**	**$174,799.00**
4678 Landscaping Inc.	Plant City, FL	$223,565.00
Wilhelm Bros. Inc.	Sarasota, FL	$299,142.00
BigKing Services	Winter Garden, FL	$299,233.09
Russell Landscape	Ruskin, FL	$408,649.00
Lawns Today, LLC	Palmetto, FL	$512,940.00

RECOMMENDED AWARD
Fast Landscapes having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	06/04/2025
Procurement Official or Designee	Signature	Date

Revised 2/15/23

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Erin Jones, NIGP-CPP, CPPB, Purchasing Manager

DATE: June 4, 2025

SUBJECT: Award Recommendation for 25-024EJ Landscape Maintenance & Mowing Services – West Zone

BACKGROUND:

On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-024EJ to select a contractor to provide landscape maintenance and mowing services for the east zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 990 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

All bidders were deemed responsive by Purchasing.

Purchasing then check the responsibility of the apparent low bidder, Fast Lawnscapes. Purchasing verified the references and found the requirements established in the solicitation documents were met. Copes of the reference checks and licenses are attached.

RECOMMENDATION:

Fast Lawnscapes, having submitted the lowest responsive and responsible bid, is recommended for award.

CERTIFICATE
OF COMPLETION

JULIO TORRES-BALTODANO

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

.

Training Provider:

Tampa Bay Training
3204 W. DeLeon St. Unit B
Tampa FL 33609
Phone: 813-420-5891

Verify this Certificate by visiting www.motadmin.com

01/22/2024	01/12/2028	P. C	619122
Issue Date	Expiration Date	Instructor	Certificate No.

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR
Certificate # JF133754

MCMANUS, JASON
12751 BLACK MANGROVE DR
LARGO, FL 33773

Categories
FUM,GHP,LAWN,
WDO

Issued: 06/16/2025 **Expires: 06/01/2026**

Signature of Certificate Holder

WILTON SIMPSON, COMMISSIONER

The above individual is certified under the provisions of Chapter 482, F.S.

Florida Department of Agriculture and Consumer Services

Category Key

FUM	Fumigation
WDO	Termites and Other Wood-Destroying Organisms
GHP	General Household Pest
LAWN	Lawn and Ornamental

State of Florida
Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Certificate Number: JF133754

JASON MCMANUS

This is to certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Fumigation,General Household Pest and Rodent Control,Lawn and Ornamental,Termite and Other WDO Control

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.





WILTON SIMPSON
Commissioner of Agriculture

Issue Date: 06/16/2025

Expiration Date: 06/01/2026

State of Florida
Department of State

I certify from the records of this office that SEPTENTRION HORTICULTURE FUND, INC. is a corporation organized under the laws of the State of Florida, filed on January 2, 2025.

The document number of this corporation is P25000000425.

I further certify that said corporation has paid all fees due this office through December 31, 2025 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of February, 2025



Secretary of State

Tracking Number: 4008186332CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Electronic Articles of Incorporation For

SEPTENTRION HORTICULTURE FUND, INC.

P25000000425
FILED
January 02, 2025
Sec. Of State
wlawrence

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SEPTENTRION HORTICULTURE FUND, INC.

Article II

The principal place of business address:

1922 FRUITRIDGE STREET
BRANDON, FL. 33510

The mailing address of the corporation is:

1922 FRUITRIDGE STREET
BRANDON, FL. 33510

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

10,000 @ $0.01 PAR VALUE

Article V

The name and Florida street address of the registered agent is:

THE LAW OFFICE OF JEFFREY DOWD, PA
523 E. LUMSDEN RD.
BRANDON, FL. 33511

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JEFFREY A. DOWD, PRESIDENT

P25000000425
FILED
January 02, 2025
Sec. Of State
wlawrence

Article VI

The name and address of the incorporator is:

JEFFREY DOWD
523 E. LUMSDEN RD.

BRANDON, FL 33511

Electronic Signature of Incorporator: JEFFREY DOWD

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PTSD
FELIX TORRES BALTODANO
1922 FRUITRIDGE STREET
BRANDON, FL. 33510

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G25000016548

Fictitious Name to be Registered: FAST LAWNSCAPES

Mailing Address of Business: 1922 FRUITRIDGE ST.
BRANDON, FL 33510

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Feb 04, 2025
Secretary of State

Owner(s) of Fictitious Name:

SEPTENTRION HORTICULTURE FUND, INC.
1922 FRUITRIDGE ST.
BRANDON, FL 33510
Florida Document Number: P25000000425
FEI Number: 33-2723868

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

FELIX TORRES BALTODANO, PRESIDENT — 02/04/2025

Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**

Solicitation #: 25-024EJ Solicitation Title: Landscape Maintenance & Mowing Services – West Zone

OFFEROR	INTEREST IN COMPETITIVE BIDDING	SUNBIZ VERIFICATION	NON-COLLUSION AFFIDAVIT	PUBLIC ENTITY CRIMES	BREACH OF CONTRACT DISCLOSURE	ANTI-HUMAN TRAFFICKING	DRUG FREE	SCRUTINIZED COMPANY CERTIFICATION	LICENSES	REFERENCES	FEE SCHEDULE	RESPONSIVE (YES OR NO)	RESPONSIBLE (YES OR NO)	TOTAL BID PRICE	COMMENTS
Fast Lawnscapes	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	$174,659.00	
4678 Landscaping Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$223,240.00	
BigKing Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$298,843.09	
Wilhelm Bros, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$298,892.00	
Russell Landscape Group	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$408,340.00	
Lawns Today, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$512,240.00	

From:	Noppenberg, Michael
To:	Erin Jones
Subject:	[EXTERNAL] Re: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date:	Friday, May 30, 2025
Attachments:	image003.png image002.png Outlook-5ssjru0i.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Responses below.

Michael Noppenberg
Supervisor
Grounds Maintenance Department
School District of Manatee County

1 Matzke Way
Bradenton, FL 34208
941.708.8800 x-44240
Cell – 941.932.7671
Email: NoppenbergM@manateeschools.net

From: Erin Jones <Erin.Jones@bradentonFL.gov>
Sent: Friday, May 30, 2025 8:27 AM
To: Noppenberg, Michael <NoppenbergM@Manateeschools.net>
Subject: RE: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes

***** **WARNING: This email was sent from a source outside of the School District of Manatee County!!**

Good Morning,

I am just following up on the below reference check for Fast Lawnscapes. Please answer the questions provided below.

Thanks,

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

CITY OF BRADENTON EMAIL DISCLAIMER:
Please note: Florida has a very broad public records law. Most written communications, to or from local officials regarding city business, are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Erin Jones
Sent: Thursday, May 22, 2025 3:30 PM
To: noppenbergm@manateeschools.net
Subject: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Importance: High

Good Afternoon,

The City of Bradenton recently solicited services for Landscape Maintenance & Mowing Services – West Zone, and you were listed as a reference for Septentrion Horticulture Fund Inc. dba Fast Lawnscapes. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than May 29th. The City appreciates you taking time out of your day to complete this reference check.

1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Not sure what this means?
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6.

Were the listed services about a coverage area of 100 acres or greater per month? Yes

7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay? N/A
10. Were there any change orders issued against the contract? No
11. Is there any additional information you would like to provide? Fast Lawnscapes is under new ownership. The level of service has not changed from excellent thus far.

Thanks,

bradenton
The Friendly City

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

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From: Maria Cabrera
To: Erin Jones
Subject: Re: [EXTERNAL] Re: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date: Tuesday, June 3, 2025

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

See below
Sent from my iPhone

On Jun 3, 2025, at 3:37 PM, Erin Jones <Erin.Jones@bradentonfl.gov> wrote:

Maria,

Thank you for responding and your comments. Could you please answer the questions below in a yes or no fashion? I appreciate you taking time out of your day to complete this.

1. Have they provided mowing services?yes
2. Did the services provide maintenance of Traffic?yes
3. Did they provide litter removal and disposal services?yes
4. Did they provide trimming services?yes
5. Did they provide edging and clean up services?yes
6. Were the listed services about a coverage area of 100 acres or greater per month?no
7. Was this work completed within the past 7 years?yes
8. Was the work completed on time?yes
9. If it was not completed on time what was the delay?n/a
10. Were there any change orders issued against the contract?none

11. Is there any additional information you would like to provide? They are hardworking and dedicated to doing a great job!

Thanks,

<image002.png>

CITY OF BRADENTON EMAIL DISCLAIMER:
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From: Maria Cabrera <mdcabrera21@icloud.com>
Sent: Tuesday, June 3, 2025 2:43 PM
To: Erin Jones <Erin.Jones@bradentonFL.gov>
Subject: [EXTERNAL] Re: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Erin!

Yes- We use Fast lawn Landscape. They take care of our whole HOA common areas. They do the lawn, cutting, the fertilization, hedge trimming, treating the weeds. They also remove any debris for us.

They're very responsive and attentive to our needs. We've been working with them for over three years now and are very happy with the follow up and prompt response to any issues. They were also quick to come out and help us with trees that had fallen after hurricane Milton to make sure that we were OK Immediately after in areas that were common for traffic and sidewalks.

Let me know if you need additional information.
813-340-4609
Maria

Sent from my iPhone

From: Tuscany Lakes Manager
To: Erin Jones
Subject: [EXTERNAL] Re: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date: Friday, May 30, 2025
Attachments: image003.png
image002.png
Outlook-ywe125nl.png
Outlook-2clq13ap.png

You don't often get email from tuscanylakesmgr@fgcompanies.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning,

Please see the information you requested below.

1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Yes
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6. Were the listed services about a coverage area of 100 acres or greater per month? Yes
7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay?
10. Were there any change orders issued against the contract? No
11. Is there any additional information you would like to provide. Great service, excellent communication.

AnnMarie Guerra
Community Manager
Tuscany Lakes
3550 58th PL E
Ellenton, Florida 34222

AGENDA ITEM NO. 6.aj

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-025EJ Landscape Maintenance & Mowing Services - East Zone

SUGGESTED ACTION: Authorize award and pursue a contract with Fast Lawnscapes.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-025EJ to select a contractor to provide Landscape Maintenance and Mowing Services - East Zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 982 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

All bidders were deemed responsive by Purchasing. Purchasing then checks the responsibility of the apparent low bidder; 4678 Landscaping Inc. 4678 Landscaping Inc. was deemed non-responsible for failing to meet all the requirements as required in Section 2.3.A Qualifications of the solicitation. Purchasing then moved on to check references of the next apparent low bidder, Fast Lawnscapes. Purchasing verified the references and found the requirements established in the solicitation documents were met.

Fast Lawnscapes, having submitted the lowest responsive and responsible bid, is recommended for award.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized

SUGGESTED MOTION:
Motion to authorize the award for IFB 25-025EJ and to pursue a contract with Fast Lawnscapes.

ATTACHMENTS:
25-025EJ NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-025EJ		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Landscape Maintenance & Mowing Services – East Zone				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
DEPARTMENT	Landscape and Grounds				
ADVERTISED DATE	4/24/2025		**RESPONSE DATE**	5/22/2025	
PRE-BID MEETING	☐ Mandatory ☐ Optional ☒ N/A			**ATTENDEES**	0
NOTIFICATIONS	22,844	**VIEWS**	982	**RESPONSES**	6

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
4678 Landscaping Inc.*	Plant City, FL	$83,011.00
Fast Lawnscapes	**Ellenton, FL**	**$100,138.00**
Wilhelm Bros. Inc.	Sarasota, FL	$167,673.00
Russell Landscape	Ruskin, FL	$228,429.00
BigKing Services	Winter Garden, FL	$244,385.05
Lawns Today, LLC	Palmetto, FL	$289,340.00

*Deemed non-responsible

RECOMMENDED AWARD
Fast Landscapes having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	06/04/2025
Procurement Official or Designee	Signature	Date

Revised 2/15/23

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Erin Jones, NIGP-CPP, CPPB, Purchasing Manager

DATE: June 4, 2025

SUBJECT: Award Recommendation for 25-025EJ Landscape Maintenance & Mowing Services – East Zone

BACKGROUND:

On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-025EJ to select a contractor to provide Landscape Maintenance and Mowing Services - East Zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 982 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

All bidders were deemed responsive by Purchasing.

Purchasing then check the responsibility of the apparent low bidder, 4678 Landscaping Inc. 4678 Landscaping Inc. was deemed non-responsible for failing to meet all the requirements as required in Section 2.3.A Qualifications of the solicitation. Purchasing then moved on to check references of the next apparent low bidder, Fast Lawnscapes. Purchasing verified the references and found the requirements established in the solicitation documents were met. Copes of the reference checks and licenses are attached.

RECOMMENDATION:

Fast Lawnscapes, having submitted the lowest responsive and responsible bid, is recommended for award.

CERTIFICATE
OF COMPLETION

JULIO TORRES-BALTODANO

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

.

Training Provider:

Tampa Bay Training
3204 W. DeLeon St. Unit B
Tampa FL 33609
Phone: 813-420-5891

Verify this Certificate by visiting www.motadmin.com

01/22/2024	01/12/2028	P. C	619122
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR
Certificate # JF133754

MCMANUS, JASON
12751 BLACK MANGROVE DR
LARGO, FL 33773

Categories
FUM,GHP,LAWN,
WDO

Issued: 06/16/2025 **Expires: 06/01/2026**

Signature of Certificate Holder

WILTON SIMPSON, COMMISSIONER

The above individual is certified under the provisions of Chapter 482, F.S.

Florida Department of Agriculture and Consumer Services

Category Key

FUM	Fumigation
WDO	Termites and Other Wood-Destroying Organisms
GHP	General Household Pest
LAWN	Lawn and Ornamental

State of Florida
Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Certificate Number: JF133754

JASON MCMANUS

This is to certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Fumigation,General Household Pest and Rodent Control,Lawn and Ornamental,Termite and Other WDO Control

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

WILTON SIMPSON
Commissioner of Agriculture

Issue Date: 06/16/2025

Expiration Date: 06/01/2026

State of Florida
Department of State

I certify from the records of this office that SEPTENTRION HORTICULTURE FUND, INC. is a corporation organized under the laws of the State of Florida, filed on January 2, 2025.

The document number of this corporation is P25000000425.

I further certify that said corporation has paid all fees due this office through December 31, 2025 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of February, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 4008186332CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Electronic Articles of Incorporation For

SEPTENTRION HORTICULTURE FUND, INC.

P25000000425
FILED
January 02, 2025
Sec. Of State
wlawrence

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SEPTENTRION HORTICULTURE FUND, INC.

Article II

The principal place of business address:

1922 FRUITRIDGE STREET
BRANDON, FL. 33510

The mailing address of the corporation is:

1922 FRUITRIDGE STREET
BRANDON, FL. 33510

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

10,000 @ $0.01 PAR VALUE

Article V

The name and Florida street address of the registered agent is:

THE LAW OFFICE OF JEFFREY DOWD, PA
523 E. LUMSDEN RD.
BRANDON, FL. 33511

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JEFFREY A. DOWD, PRESIDENT

P25000000425
FILED
January 02, 2025
Sec. Of State
wlawrence

Article VI

The name and address of the incorporator is:

JEFFREY DOWD
523 E. LUMSDEN RD.

BRANDON, FL 33511

Electronic Signature of Incorporator: JEFFREY DOWD

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PTSD
FELIX TORRES BALTODANO
1922 FRUITRIDGE STREET
BRANDON, FL. 33510

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G25000016548

Fictitious Name to be Registered: FAST LAWNSCAPES

Mailing Address of Business: 1922 FRUITRIDGE ST.
BRANDON, FL 33510

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Feb 04, 2025
Secretary of State

Owner(s) of Fictitious Name:

SEPTENTRION HORTICULTURE FUND, INC.
1922 FRUITRIDGE ST.
BRANDON, FL 33510
Florida Document Number: P25000000425
FEI Number: 33-2723868

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

FELIX TORRES BALTODANO, PRESIDENT — 02/04/2025

Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**

Solicitation #: 25-025EJ Solicitation Title: Landscape Maintenance & Mowing Services – East Zone

OFFEROR	INTEREST IN COMPETITIVE BIDDING	SUNBIZ VERIFICATION	NON-COLLUSION AFFIDAVIT	PUBLIC ENTITY CRIMES	BREACH OF CONTRACT DISCLOSURE	ANTI-HUMAN TRAFFICKING	DRUG FREE	SCRUTINIZED COMPANY CERTIFICATION	LICENSES	REFERENCES	FEE SCHEDULE	RESPONSIVE (YES OR NO)	RESPONSIBLE (YES OR NO)	TOTAL BID PRICE	COMMENTS
4678 Landscaping Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	$83,011.00	Deemed Non-responsible for failing to meet minimum qualifications
Fast Lawnscapes	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	$100,138.00	
Wilhelm Bros, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$167,673.00	
Russell Landscape Group	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$228,429.00	
BigKing Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$244,385.05	
Lawns Today, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$289,340.00	

From:	Noppenberg, Michael
To:	Erin Jones
Subject:	[EXTERNAL] Re: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes Friday, May 30, 2025
Date:	
Attachments:	image003.png image002.png Outlook-5ssjru0i.png

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Responses below.

Michael Noppenberg
Supervisor
Grounds Maintenance Department
School District of Manatee County

1 Matzke Way
Bradenton, FL 34208
941.708.8800 x-44240
Cell – 941.932.7671
Email: NoppenbergM@manateeschools.net

From: Erin Jones <Erin.Jones@bradentonFL.gov>
Sent: Friday, May 30, 2025
To: Noppenberg, Michael <NoppenbergM@Manateeschools.net>
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Thanks,

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Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

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Subject: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes **Importance:** High

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1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Not sure what this means?
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6.

Were the listed services about a coverage area of 100 acres or greater per month? Yes

7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay? N/A
10. Were there any change orders issued against the contract? No
11. Is there any additional information you would like to provide? Fast Lawnscapes is under new ownership. The level of service has not changed from excellent thus far.

Thanks,

bradenton
The Friendly City

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

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To: Erin Jones
Subject: Re: [EXTERNAL] Re: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date: Tuesday, June 3, 2025

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See below
Sent from my iPhone

Maria,

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1. Have they provided mowing services? Yes
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4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6. Were the listed services about a coverage area of 100 acres or greater per month? No
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8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay? N/A
10. Were there any change orders issued against the contract? None
11. Is there any additional information you would like to provide? They are hard working and do a great job.

From: Tuscany Lakes Manager
To: Erin Jones
Subject: [EXTERNAL] Re: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date: Friday, May 30, 2025
Attachments: image003.png
image002.png
Outlook-ywe125nl.png
Outlook-2clq13ap.png

You don't often get email from tuscanylakesmgr@fgcompanies.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning,

Please see the information you requested below.

1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Yes
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6. Were the listed services about a coverage area of 100 acres or greater per month? Yes
7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay?
10. Were there any change orders issued against the contract? No
11. Is there any additional information you would like to provide. Great service, excellent communication.

AnnMarie Guerra
Community Manager
Tuscany Lakes
3550 58th PL E
Ellenton, Florida 34222

AGENDA ITEM NO. 6.ak

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-031NT Traffic Sign Replacement Services

SUGGESTED ACTION: Authorize award and pursue a contract with Stripe A Lot of America.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On June 6, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-31NT to select a contractor for Traffic Sign Replacement Services. Notice of this IFB was made through OpenGov (22,663 vendors were notified). 479 vendors viewed the solicitation, and 2 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

Stripe A Lot of America having submitted the lowest responsive and responsible bid is recommended for award.

FINANCIAL IMPACT:
GL Account: 00154100 553000

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:
Motion to authorize the award for IFB 25-031NT and pursue a contract with Stipe

A Lot of America.

ATTACHMENTS:
25-031NT NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-031NT		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Traffic Sign Replacement Services				
PROCUREMENT SPECIALIST	Nicholas Toth, CPPB				
DEPARTMENT	Streets & Drainage Department				
ADVERTISED DATE	6/6/2025		**RESPONSE DATE**	7/7/2025	
PRE-BID MEETING	☐ Mandatory ☐ Optional ☒ N/A			**ATTENDEES**	0
NOTIFICATIONS	22663	**VIEWS**	479	**RESPONSES**	2

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
Stripe A Lot of America	**Clearwater, FL**	**$10,449.00**
Construcciones IMB, LLC.	Tampa, FL	$10,847.76

RECOMMENDED AWARD
Stripe A Lot of America having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	7/15/2025
Procurement Official or Designee	Signature	Date

Revised 2/15/23

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Nicholas Toth, CPPB Purchasing Analyst

DATE: July 11, 2025

SUBJECT: Award Recommendation for 25-031NT Traffic Sign Replacement Services

BACKGROUND:

On June 6, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-31NT to select a contractor for Traffic Sign Replacement Services. Notice of this IFB was made through OpenGov (22,663 vendors were notified). 479 vendors viewed the solicitation, and 2 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

Purchasing reviewed all bids for responsiveness and deemed the lowest bid Stripe A Lot of America responsive. Purchasing also reviewed the lowest bid Stripe A Lot of America for responsibility and after checking references deemed them to be responsible.

RECOMMENDATION:

I recommend award to Stripe A Lot of America as the responsive and responsible bidder.

Solicitation #: 25-031NT Solicitation Title: Traffic Sign Replacement Services

OFFEROR	NON-COLLUSION AFFIDAVIT	PUBLIC ENTITY FORM	DRUG FREE WORKPLACE CERTIFICATION	SUNBIZ VERIFICATION	ANTI-HUMAN TRAFFICKING	LICENSES	INTEREST IN COMPETTIVE FORM	FEE SCHEDULE	BID BOND (If Applicable)	RESPONSIVE (YES OR NO)	RESPONSIBLE (YES OR NO)	TOTAL BID PRICE	COMMENTS
Stripe A lot America	Y	Y	Y	Y	Y	n/a	Y	Y	n/a	Y	Y	**$10,449.00**	
Construcciones IMB LLC	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$10,847.76	

From: Brent Ashton
To: Nicholas Toth
Subject: [EXTERNAL] RE: 25-031NT Traffic Sign Replacement Services - Reference Check
Date: Tuesday, July 8, 2025 7:19:27 AM
Attachments: image001.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning Nicholas,

Below are my answers to your questions. I hope it helps.

Brent Ashton
Vision Zero Quick Build Inspector, Mobility
City of Tampa / 306 E. Jackson St. 6th Floor East / Tampa, Florida 33602
p: 813-853-2887 / e: Brent.Ashton@tampagov.net

From: Nicholas Toth <Nicholas.Toth@bradentonFL.gov>
Sent: Monday, July 7, 2025 3:04 PM
To: Brent Ashton <Brent.Ashton@tampagov.net>
Subject: [EXTERNAL] 25-031NT Traffic Sign Replacement Services - Reference Check
Importance: High

Good afternoon,

The City of Bradenton recently solicited services for Traffic Sign Replacement Services. You were listed as a reference for Stripe A Lot of America. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than July 16th. The City appreciates you taking time out of your day to complete this reference check.

1. Have they provided traffic sign replacement and repair services? [My projects have been what I would call “semi capital” in that they are not normal maintenance but not quite full blown capital projects. “Quick builds” are what we call them. SAL has been the contract provider for these serves for years. So, these signs are more or less new installs with may some sign replacements. They have been very good with these. No problems. Always the right sizes, etc. They have satisfactorily performed FDOT style breakaway mounts for us also.]

2. Was this work completed within the past 5 years? [Oh yes. Within the last 2 years.]

3. Was the work completed on time? [Yes. Within reason of normal working times that we have. We are much smaller than some of their projects and that has never really been an issue. Once they are mobilized, they stay on-site until the work is completed.]

4. If it was not completed on time what was the delay? [I experienced one delay and that was right in the middle of Covid and that was all actually Covid related and even then, that delay was about a week. I considered that appropriate.]

5. Were there any change orders issued against the contract? [Not formal ones. Quite a few NPI – Non Pay Items – have come up and they've always been easily worked out. This is usually small things like green burn downs for bike lanes, etc.]

6. Is there any additional information you would like to provide? [Keep an eye on your job quotes. I have had some quotes where several iterations were needed to get planned quantities inline with the job requirements. Have current design standards along with job plans in your inspector's hands along with a level – demand things be plumb and straight.]

Thank you,

Nicholas Toth, CPPB
Purchasing Analyst

941-714-7504
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

From: Spencer Patterson
To: Nicholas Toth
Subject: [EXTERNAL] RE: 25-031NT Traffic Sign Replacement Services - Reference Check
Date: Friday, July 11, 2025 11:11:55 AM
Attachments: image001.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning, Nicholas,

I hope this message finds you well. I wanted to provide some insight regarding Stripe A Lot of America, as requested. Stripe A Lot is a long-standing vendor with the Walmart Paving Program, and they have been consistently active in our projects for over 15 years. They are a turnkey vendor that can handle a wide variety of tasks, including paving, striping, signage, concrete work, traffic control, and general construction if needed.

On average, Stripe A Lot manages around $10-12 million worth of projects per paving season for Walmart. While there have been occasional delays in their work, these delays are typically weather-related, which is quite common in the construction industry. Regarding change orders, Greg from Stripe A Lot does submit them often as he aims to deliver the very best product. We have had discussions about this, and I have allowed him to make suggestions for me to consider. If I agree with the proposed changes, I will permit the additional scope of work.

Additionally, while Stripe A Lot performs work for Walmart across the Southeastern United States, they are local to your area and should prove to be an asset to your program.

I hope this information is helpful for your reference check. Please feel free to reach out if you need any further details or have any additional questions.

Thanks,

Spencer B. Patterson, MBA
(806) 786-5739

From: Nicholas Toth <Nicholas.Toth@bradentonFL.gov>
Sent: Friday, July 11, 2025 6:47 AM
To: Spencer Patterson <Spencer.Patterson@walmart.com>
Subject: EXT: RE: 25-031NT Traffic Sign Replacement Services - Reference Check

EXTERNAL: Report suspicious emails to **Email Abuse.**

Good morning,

Just following up on the email below for a reference check for the firm Stripe A Lot of America.

Thank you,

Nicholas Toth, CPPB
Purchasing Analyst

941-714-7504
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

From: Nicholas Toth
Sent: Monday, July 7, 2025 3:10 PM
To: spencer.patterson@walmart.com
Subject: 25-031NT Traffic Sign Replacement Services - Reference Check
Importance: High

Good afternoon,

The City of Bradenton recently solicited services for Traffic Sign Replacement Services. You were listed as a reference for Stripe A Lot of America. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than July 16th. The City appreciates you taking time out of your day to complete this reference check.

1. Have they provided traffic sign replacement and repair services?
2. Was this work completed within the past 5 years?
3. Was the work completed on time?
4. If it was not completed on time what was the delay?
5. Were there any change orders issued against the contract?
6. Is there any additional information you would like to provide?

Thank you,



Detail by Entity Name

Florida Profit Corporation
STRIPE A LOT OF AMERICA II, CORP

Filing Information

Document Number	P08000071547
FEI/EIN Number	26-3045611
Date Filed	07/30/2008
State	FL
Status	ACTIVE

Principal Address

1607 N. HERCULES AVE.
CLEARWATER, FL 33765-1930

Mailing Address

1607 N. HERCULES AVE.
CLEARWATER, FL 33765-1930

Registered Agent Name & Address

Kay, Gregg F
1607 N Hercules Ave
Clearwater, FL 33765

Name Changed: 01/08/2016

Address Changed: 01/31/2022

Officer/Director Detail

Name & Address

Title President

Kay, Gregg F
1607 N. HERCULES AVE.
CLEARWATER, FL 33765-1930

Title Officer

Moore, Jenae
1607 N. HERCULES AVE.
CLEARWATER, FL 33765-1930

Annual Reports

Report Year	Filed Date
2023	01/22/2023
2024	02/26/2024
2025	01/18/2025

Document Images

01/18/2025 -- ANNUAL REPORT	View image in PDF format
02/26/2024 -- ANNUAL REPORT	View image in PDF format
01/22/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
04/07/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
08/26/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/12/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
09/01/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
03/03/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/08/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/26/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/20/2010 -- ANNUAL REPORT	View image in PDF format
01/28/2009 -- ANNUAL REPORT	View image in PDF format
07/30/2008 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 6.al

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-032EJ Fire Station #2 Mast Arm Fabrication and Installation

SUGGESTED ACTION: Authorize award and pursue a contract with Traffic Management Solutions, LLC.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On June 10, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-032EJ to select a contractor for Fire Station #2 Mast Arm Fabrication and Installation. Notice of this IFB was made through OpenGov (22,644 vendors were notified). 388 vendors viewed the solicitation, and 2 contractors submitted a bid. Because the specifications were clearly defined, the
responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

Traffic Management Solutions, LLC having submitted the lowest responsive and responsible bid is recommended for award.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized

SUGGESTED MOTION:
Motion to approve and authorize the award for IFC 25-032EJ and to pursue a contract with Traffic Management Solutions, LLC.

ATTACHMENTS:
25-032EJ NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-032EJ		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Fire Station #2 Mast Arm Fabrication and Installation				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPO, CPPB				
DEPARTMENT	Public Works				
ADVERTISED DATE	6/10/2025		**RESPONSE DATE**	7/09/2025	
NOTIFICATIONS	22,644	**VIEWS**	388	**RESPONSES**	2

RESPONDENTS		
TrafficVENDOR	**LOCATION**	**TOTAL BID PRICE**
Traffic Management Solutions, LLC	**Bradenton, FL**	**$574,000.00**
Traffic Control Devices, LLC	Altamonte Springs, FL	$607,450.00

RECOMMENDED AWARD
Traffic Management Solutions, LLC having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	07/14/2025
Procurement Official or Designee	Signature	Date

Revised 2/15/23

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Erin Jones, NIGP-CPP, CPPB, Purchasing Manager

DATE: July 14, 2025

SUBJECT: Award Recommendation for 25-032EJ Fire Station #2 Mast Arm Fabrication and Installation

BACKGROUND:

On June 10, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-032EJ to select a contractor for Fire Station #2 Mast Arm Fabrication and Installation. Notice of this IFB was made through OpenGov(22,644 vendors were notified). 388 vendors viewed the solicitation, and 2 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

All bidders were deemed responsive by Purchasing.

Purchasing then checked the responsibility of the apparent low bidder, Traffic Management Solutions, LLC. Purchasing verified the reference and found the requirements established in the solicitation documents were met. Copies of the reference checks and licenses are attached.

RECOMMENDATION:

I recommend award to Traffic Management Solutions, LLC as the responsive and responsible bidder.

From: Horvath, Daniel
To: Erin Jones
Subject: RE: [EXTERNAL] Reference Check for Traffic Management Solutions
Date: Friday, July 11, 2025 10:00:36 AM
Attachments: image002.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good Morning Erin,

See my responses below in red.

Thanks,

Dan Horvath, P.E.
Project Executive | Pinellas Gateway Express
Archer Western - de Moya Group, Joint Venture II
1315 E 7th Ave, Suite 103 | Tampa, Florida 33605
Mobile (972) 589-9497

From: Erin Jones <Erin.Jones@bradentonFL.gov>
Sent: Wednesday, July 9, 2025 2:54 PM
To: Horvath, Daniel <dhorvath@walshgroup.com>
Subject: [EXTERNAL] Reference Check for Traffic Management Solutions
Importance: High

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you are expecting them and know the content is safe.

Good Afternoon,

The City of Bradenton recently solicited services for Fire Station #2 Mast Arm Fabrication and Installation**,** and you were listed as a reference for Traffic Management Solutions, LLC. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than July 15th. The City appreciates you taking time out of your day to complete this reference check.

1. Have they provided installation of emergency signals? Not at a fire station on our project but they installed pre-emption at one of our traffic signals. They installed many traffic signals for us.

2. Did the work include mast arm structure, traffic signal controller assembly? Yes, many.

3. Did the work include electrical power service and intelligent transportation systems (ITS) such as fiber optic cable and fiber optic cable splicing? Yes, a significant amount.

4. Was this work completed within the past 5 years? Yes

5. Was the work completed on time? Yes

6. If it was not completed on time what was the delay?

7. Were there any change orders issued against the contract? Yes, but that is typical and unavoidable on a Design-Build Contract Delivery.

8. Is there any additional information you would like to provide? TMS completed over $42M of work for us. They are very capable and have plenty of resources to perform this type of work.

Thanks,

bradenton

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

CITY OF BRADENTON EMAIL DISCLAIMER:
Please note: Florida has a very broad public records law. Most written communications, to or from local officials regarding city business, are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Randall Scott
To: Erin Jones
Subject: [EXTERNAL] RE: Reference Check for Traffic Management Solutions
Date: Monday, July 14, 2025 9:18:13 AM
Attachments: image001.png
image002.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi, see my responses below.

Thanks
Randy Scott
772-475-9680

From: Erin Jones <Erin.Jones@bradentonFL.gov>
Sent: Monday, July 14, 2025 8:04 AM
To: Randall Scott <rscott@consoreng.com>
Subject: RE: Reference Check for Traffic Management Solutions
Importance: High

You don't often get email from erin.jones@bradentonfl.gov. Learn why this is important

Good Morning,

I am following up on the below reference check for Traffic Management Solutions. If you could get back to me by tomorrow on this I would really appreciate it.

Thanks,

bradenton
Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

CITY OF BRADENTON EMAIL DISCLAIMER:
Please note: Florida has a very broad public records law. Most written communications, to or from

local officials regarding city business, are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Erin Jones
Sent: Wednesday, July 9, 2025 2:53 PM
To: rscott@consoreng.com
Subject: Reference Check for Traffic Management Solutions
Importance: High

Good Afternoon,

The City of Bradenton recently solicited services for Fire Station #2 Mast Arm Fabrication and Installation**,** and you were listed as a reference for Traffic Management Solutions, LLC. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than July 15th. The City appreciates you taking time out of your day to complete this reference check.

1. Have they provided installation of emergency signals? Not sure
2. Did the work include mast arm structure, traffic signal controller assembly? Yes
3. Did the work include electrical power service and intelligent transportation systems (ITS) such as fiber optic cable and fiber optic cable splicing? Yes
4. Was this work completed within the past 5 years? yes
5. Was the work completed on time? yes
6. If it was not completed on time what was the delay? n/a
7. Were there any change orders issued against the contract? Yes, due to scope changes
8. Is there any additional information you would like to provide? TMS is a very good and cooperative contractor

Thanks,

From: Grant Cool
To: Erin Jones
Subject: [EXTERNAL] RE: Reference Check for Traffic Management Solutions
Date: Monday, July 14, 2025 2:50:13 PM
Attachments: image001.png
image002.png
image003.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Please see below responses:

1. Have they provided installation of emergency signals? Yes, Sanibel causeway emergency FDOT H contract (H-1I17). TMS provided temporary signals and power services at the causeway toll plaza at the entry way to the causeway in October 2022.

2. Did the work include mast arm structure, traffic signal controller assembly? The work was on an existing span wire assembly, and did included controller cabinet modifications and power services. TMS has performed the installation of dozens of mast arm assemblies on our projects over the past 12 years.

3. Did the work include electrical power service and intelligent transportation systems (ITS) such as fiber optic cable and fiber optic cable splicing? Yes, included power services and fiberoptic cable and splicing.

4. Was this work completed within the past 5 years? Yes, completed in Fall 2022

5. Was the work completed on time? yes

6. If it was not completed on time what was the delay? n/a

7. Were there any change orders issued against the contract? No, work was performed for the agreed to lump sum amount for the emergency work.

8. Is there any additional information you would like to provide? We have had numerous successful projects with TMS over the past 12 years. TMS has been an integral part of our roadway construction team, and has performed signal, lighting, ITS, and tolling scopes on many of our limited access FDOT facilities and well as urban FDOT projects throughout the state of Florida. We are currently working together on three large Turnpike projects in Miami Dade and Palm Beach Counties.

17301 W. Okeechobee Rd
Hialeah, Florida 33018

From: Erin Jones <Erin.Jones@bradentonFL.gov>
Sent: Monday, July 14, 2025 8:04 AM
To: Grant Cool <gcool@asphaltgroupfl.com>
Subject: RE: Reference Check for Traffic Management Solutions
Importance: High

IT Security
Warning: Sender @Erin.Jones@bradentonFL.gov is not yet trusted by your organization.
Please be careful before replying or clicking on the URLs.
Report as Phishing Mark as Junk/Spam Mark as Safe
powered by Graphus®

You don't often get email from erin.jones@bradentonfl.gov. Learn why this is important

Good Morning,

I am following up on the below reference check for Traffic Management Solutions. If you could get back to me by tomorrow on this I would really appreciate it.

Thanks,

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 29,2025

TRAFFIC MANAGEMENT SOLUTIONS, LLC
8895 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
COMPUTERIZED TRAFFIC CONTROL, DRAINAGE, ELECTRICAL WORK, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTELLIGENT TRANSPORTATION SYSTEMS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, CONCRETE BARRIER WALLS, CAST-IN-PLACE SOUND WALLS, CAST-IN-PLACE RETAINING WALLS, CURB & GUTTER, STEEL SHEET PILE, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

City of Bradenton
Procurement
Erin Jones, Purchasing Manager
101 Old Main St. W., Bradenton, FL 34201

EVALUATION TABULATION

IFB No. 25-032EJ

Fire Station #2 Mast Arm Fabrication and Installation

RESPONSE DEADLINE: July 9, 2025 at 2:30 pm

Report Generated: Friday, July 11, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Traffic Management Solutions, LLC	$574,000.00
Traffic Control Devices, LLC	$607,450.00

FIRE STATION #2 EMERGENCY SIGNAL CONSTRUCTION FEE SCHEDULE

Vendor	Total
Traffic Management Solutions, LLC	$574,000.00
Traffic Control Devices, LLC	$607,450.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Traffic Control Devices, LLC	Traffic Management Solutions, LLC
Required Forms		
Interest in Competitive Bid Form	Pass	Pass
SunBiz Registration Certificate	Pass	Pass
Non-Collusion Affidavit	Pass	Pass

Question Title	Traffic Control Devices, LLC	Traffic Management Solutions, LLC
Public Entity Crimes	Pass	Pass
Negligence or Breach of Contract Disclosure(s)	Pass	Pass
Negligence or Breach of Contract Disclosure Form	No Response	No Response
Anti-Human Trafficking Affidavit	Pass	Pass
Bid Bond	Pass	Pass
Required Certifications		
Examination of Documents	Pass	Pass
Drug-Free Workplace Certification	Pass	Pass
Scrutinized Company Certification	Pass	Pass
Required Documents		
References		Pass

AGENDA ITEM NO. 6.am

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Third Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.

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:
The City and Thatcher Chemical entered into PB-20-041MK, whereby Thatcher Chemical was to provide the City with ammonium sulfate 40% and technical assistance on July 20, 2022, with an initial one-year term, with the option to renew for four additional one-year periods.

Whereas the parties wish to utilize the third option to renew and extend the Contract to July 20, 2026.

FINANCIAL IMPACT:
Drinking Water Plant budget line 40253320 5529000.

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

SUGGESTED MOTION:
Motion to approve the third contract extension of PB-22-041MK with Thatcher Chemical.

ATTACHMENTS:

Third Contract Extension of PB-22-041MK with Thatcher Chemical

Third Contract Extension of PB-20-041MK between Thatcher Chemical of Florida, Inc. and the City of Bradenton

This THIRD CONTRACT EXTENSION of PB-20-041MK (the "Extension"), is made this 23rd day of July 2025, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and THATCHER CHEMICAL OF FLORIDA, INC., a for profit corporation (hereafter referred to as "Contractor), with a principal office located at 245 Hazen Road, DeLand, Florida 37720.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-20-041MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with ammonium sulfate 40% and technical assistance;

WHEREAS, the Contract with the City provided for a one-year term, through July 20, 2023;

WHEREAS, the Contract allows the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties exercised the first option to renew and extended the term of the Contract to July 20, 2024, and thereafter the second option to renew and extend the term of the Contract to July 20, 2025;

WHEREAS, the Parties desire to exercise the third option to renew to extend the term of the Contract for an additional one-year period to July 20, 2026;

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

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

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

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:

a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on July 20, 2026.

3. **Affirmation**. Except as amended by the terms of this Extension, 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 Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 23rd day of July, 2025.

Michael T. Mitchell, as President
Thatcher Chemical of Florida, Inc.

July 2, 2025
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager, City of Bradenton

07/10/2025
Date

AGENDA ITEM NO. 6.an

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Third Contract Extension of PB-22-042MK with Biosafe Systems, LLC

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:
The City and Contractor entered into PB-22-042MK, whereby Contractor was to provide the City with sodium percarbonate algaecide on July 20, 2022, for an initial one-year period with the option to renew for four additional one-year periods.

Whereas the Parities desire to utilize the third of four additional one-year renewal periods to extend the Contract to July 20, 2026.

FINANCIAL IMPACT:
Drinking Water Plant budget line is 40253320 5529000.

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

SUGGESTED MOTION:
Motion to approve the third contract extension of PB-22-042MK with Biosafe Systems, LLC.

ATTACHMENTS:

Third Contract Extension of PB-22-042MK with BioSafe Systems, LLC

Third Contract Extension of PB-22-042MK between Biosafe Systems, LLC and the City of Bradenton

This THIRD CONTRACT EXTENSION of PB-22-042MK (the "Extension"), is made this 23rd day of July 2025, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and BIOSAFE SYSTEMS, LLC, a foreign limited liability company (hereafter referred to as "Contractor"), with a principal office located at 7901 4th Street N., Suite 300, St. Petersburg, Florida 33702.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-042MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with sodium percarbonate algaecide;

WHEREAS, the Contract with the City provided for an initial one-year term, through July 20, 2023, with the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties have used two of the four additional one-year renewal periods to extend the term of the Contract to July 20, 2025;

WHEREAS, the Parties desire to utilize the third of four additional one-year renewal periods to extend the Contract to July 20, 2026;

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

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

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

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on July 20, 2026.
3. **Affirmation**. Except as amended by the terms of this Extension, 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 Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 23rd day of July, 2025.

_____	July 8, 2025
Director of Operations, as _____	Date
Biosafe Systems, LLC	
_____	_____
Gene Brown	Date
Mayor, City of Bradenton	
Erin Jones	07/10/2025
Erin Jones, NIGP-CPP, CPPB	Date
Purchasing Manager, City of Bradenton	

AGENDA ITEM NO. 6.ao

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Third Contract Extension of PB-22-043MK with Univar Solutions USA Inc.

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:
The City and Univar Solutions entered into PB-22-043MK, whereby Univar Solutions was to provide the City with Caustic Soda (NaOH) 50% and 25% on July 20, 2022, with an initial one-year term with four optional one-year renewals.

Whereas the Parties desire to utilize the third of the four additional one-year renewals periods to extend the Contract to July 20, 2026.

FINANCIAL IMPACT:
Drinking Water Plant budget line is 40253320 5529000.

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

SUGGESTED MOTION:
Motion to approve the third contract extension of PB-22-043MK with Univar Solutions USA Inc.

ATTACHMENTS:
Third Contract Extension of PB-22-043MK with Univar Solutions USA

Third Contract Extension of PB-22-043MK between Univar Solutions USA Inc. and the City of Bradenton

This THIRD CONTRACT EXTENSION of PB-22-043MK (the "Extension"), is made this 23rd day of July 2025, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and UNIVAR SOLUTIONS USA INC., a foreign for profit corporation (hereafter referred to as "Contractor"), with a principal office located at 3075 Highland Pkwy., Suite 200, Downers Grove, Illinois 60515.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-043MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with Caustic Soda (NaOH) 50% & 25%;

WHEREAS, the Contract with the City provided for an initial one-year term, through July 20, 2023, and the option to renew for up to four (4) additional one-year periods;

WHEREAS, the Parties have used two of four additional one-year renewal periods to extend the term of the Contract to July 20, 2025;

WHEREAS, the Parties desire to utilize the third of four additional one-year renewal periods to extend the Contract to July 20, 2026;

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

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

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

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Article 3: Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on July 20, 2026.
3. **Affirmation**. Except as amended by the terms of this Extension, 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 Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 23rd day of July, 2025.

Stacy Ziegler, as Municipal Specialist
Univar Solutions USA Inc.

7/3/2025
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager, City of Bradenton

7/9/2025
Date

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Corey Holycross, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT: **Quasi-Judicial:** Resolution 25-61 - Public Hearing

SUGGESTED ACTION: Motion to recommend to City Council either approval or denial of Resolution 25-61, Case PLN-SUP-25-0011.

If the action is to approve, the following are recommended stipulations for approval:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
Request for a Special Use Permit to allow for a sidewalk café with alcoholic beverage sales; to be located at 412 12th Street West (Parcel ID 3319300004) in the T5 (Urban Center) transect zoning district. Application filed by Edgardo Pantoja (agent) for CBR Holdings, LLC (owner).

The applicant has submitted a Special Use Permit application requesting permission to allow a sidewalk cafe with alcoholic beverages at 412 12th Street West.

The existing business currently does not have a sidewalk cafe; therefore, the subject Special Use Permit will ensure compliance to City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion approve Resolution 25-61 with the stipulations recommended by staff.

ATTACHMENTS:
Resolution 25-61
Staff Report
Application

RESOLUTION 25-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-25-0011 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 412 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3318900002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OR PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CBR HOLDINGS LLC (the "Property Owner" or "Applicant") owns the property located at 412 12th Street West, Bradenton, Florida (Parcel ID No 3318900002), more particularly described in Exhibit "A" (the "Property"); and

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

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

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

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on June 18, 2025, at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on July 23, 2025, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

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

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

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a sidewalk café with alcoholic sales, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended stipulations to consider for an approval.
e. The Planning Commission, which is designated as the local planning agency, determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.
g. The proposed use meets the review criteria in Section 3.3.2 of the City Code as follows:

    1. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape, and the nature of surrounding development. See 3.3.2.1.
    2. Access points are located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
    3. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
    4. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
    5. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
    6. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties is adequate for the proposed use. See 3.3.2.5.

7. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
8. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
9. Screening, buffering or separation of any nuisance or hazardous feature of the use are not needed for the proposed use. See 3.3.2.5.
10. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
11. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
12. The land and/or building which are to be used are adequate for the proposed use. See 3.3.2.5.
13. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
14. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
15. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of (2) tables and (8) chairs, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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

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

Section 5. Conflict. All prior resolutions in conflict with this Resolution are hereby repealed to the extent o/f such conflict.

Section 6. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 23rd DAY OF JULY 2025.

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

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

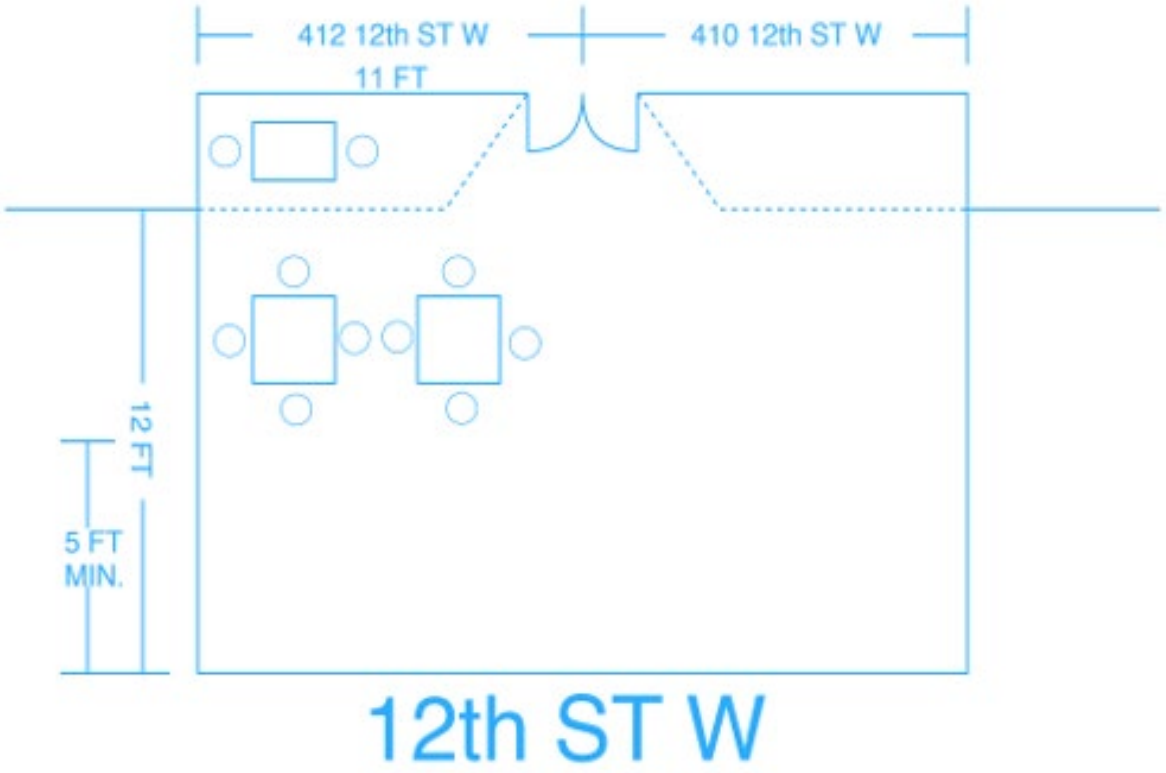
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Parcel 3319300004:
LOTS 13, 14, and 15, Fuller's Subdivision Office Building Plat, a/k/a Subdivision of H.W. Fuller's Block, as per plat thereof recorded in Plat Book 1, Page 170, of the Public Records of Manatee County, Florida.

EXHIBIT "B"



Ballerz Pinball Cafe - 412 12th St W - Sidewalk Cafe Layout
Note: All furniture to be brought in nightly.

N

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 23, 2025

Staff Report

Case Number: PLN-SUP-25-0011
Res. Number: 25-61
Applicant: Edgardo Pantoja (agent)
Owner: CRB Holdings LLC
Address: 412 12th Street West
Parcel ID No: 3319300004
Current Zoning: T5 (Urban Center – Transect District)
Future Land Use: URBCORE (Urban Core)
Flood Zone: X

Surrounding Property Zoning:

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

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

Edgardo Pantoja (agent) of Ballerz Pinball Cafe submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 412 12th Street West.

Ballerz Pinball Cafe is a business located in downtown and proposed request will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 12th Street West. Following is a summary of the request:

- Area size: 11' x 12' (property width and sidewalk depth).
- Number of Tables: 3-square tables.
- Number of Chairs: 10-chairs.
- Bussing and Hostess Stations: No.

- Table Umbrellas: No.
- Traversable Area: 5’ (minimum width)
- Furniture will be stored indoors when the business is closed.

There are no Fire Department Connections (FDC) within the proposed café area.

The City of Bradenton Development Review Committee (DRC) reviewed the request at their June 18, 2025, meeting and the Committee had no concerns with the proposed request.

The subject property is in the T5 Urban Center Transect Zoning District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café’s with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

Table 4.7: Specific Function & Use.

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

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

FORM BASED CODE REGULATIONS:

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

COMPREHENSIVE PLAN:

Design Element:

> *Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space, and the Public Realm*

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

Private Property Rights Element

Policy 1 Statement of Rights

The following rights shall be considered in local decision making**:**

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possession and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

LAND USE REGULATIONS:

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

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.

Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

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

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

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

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

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

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

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

Compliance Overview with Land Use Regulations

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

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

GENERAL STANDARDS (LAND USE REGULATIONS):

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

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

lots and structures for the zoning district in which the special use is proposed.

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

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

REVIEW CRITERIA (LAND USE REGULATIONS):

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

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

Staff Response: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

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

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

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

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

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

Staff Response: Requirement cannot be met due to the existing built environment.

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

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

   Staff Response: No new ingress and egress points are being proposed as part of the subject request. The applicant is also proposing a minimum of no less than 5' of traversable space on the public sidewalk.

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

   Staff Response: It appears that the subject request will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

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

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

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

   Staff Response: It appears that the subject request will not affect or impact existing utilities.

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

   Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

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

Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

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

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

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

Staff Response: It appears that the area is adequate in size for the subject request. The subject request is to ensure compliance to the Form Based Code and Land Use Regulations.

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

Staff Response: It appears that the proposed request is appropriate for the subject property and district.

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

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

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission met on June 18, 2025, and recommended to City Council **Approval** (vote 5-0) of Resolution 25-59, Case PLN-SUP-25-0011 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Respectfully submitted,

Corey Holycross

Corey Holycross
City Planner

EXHIBITS:

EXHIBIT “A”: Location Map

EXHIBIT “B”: Future Land Use Map

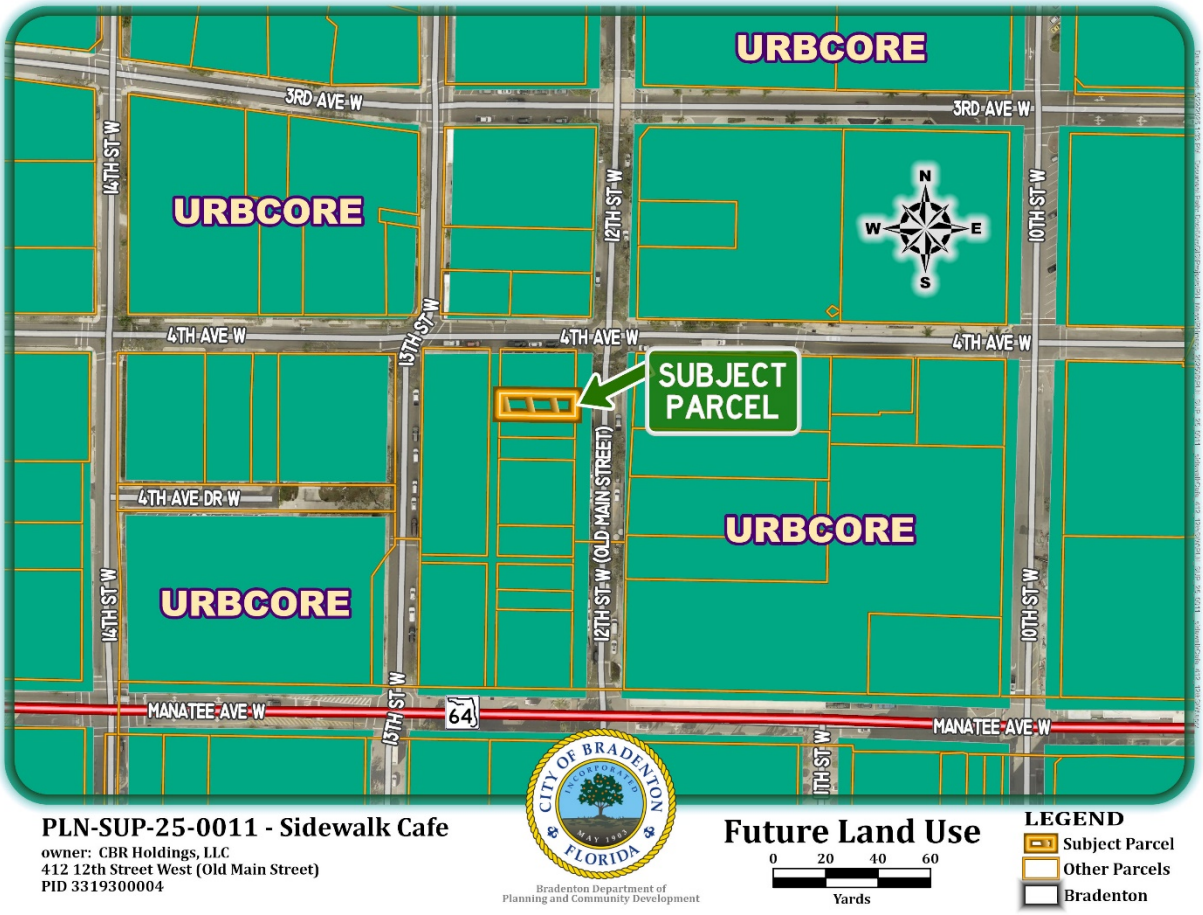
EXHIBIT “C”: Zoning Map

EXHIBIT “D”: Proposed Overall Project Site Layout

EXHIBIT "A"
Location Map



EXHIBIT "B"
Future Land Use Map



PLN-SUP-25-0011 - Sidewalk Cafe
owner: CBR Holdings, LLC
412 12th Street West (Old Main Street)
PID 3319300004

EXHIBIT "C"
Zoning Map

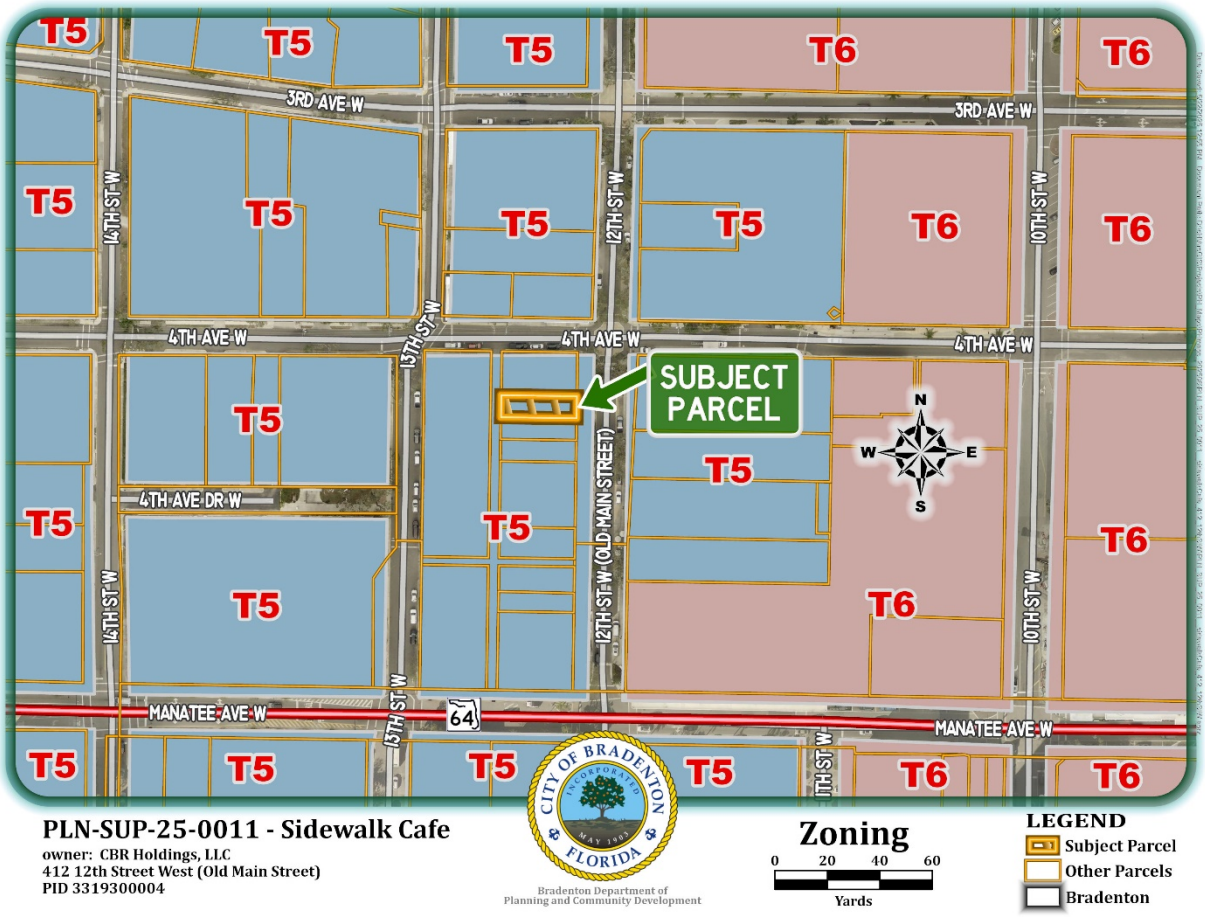
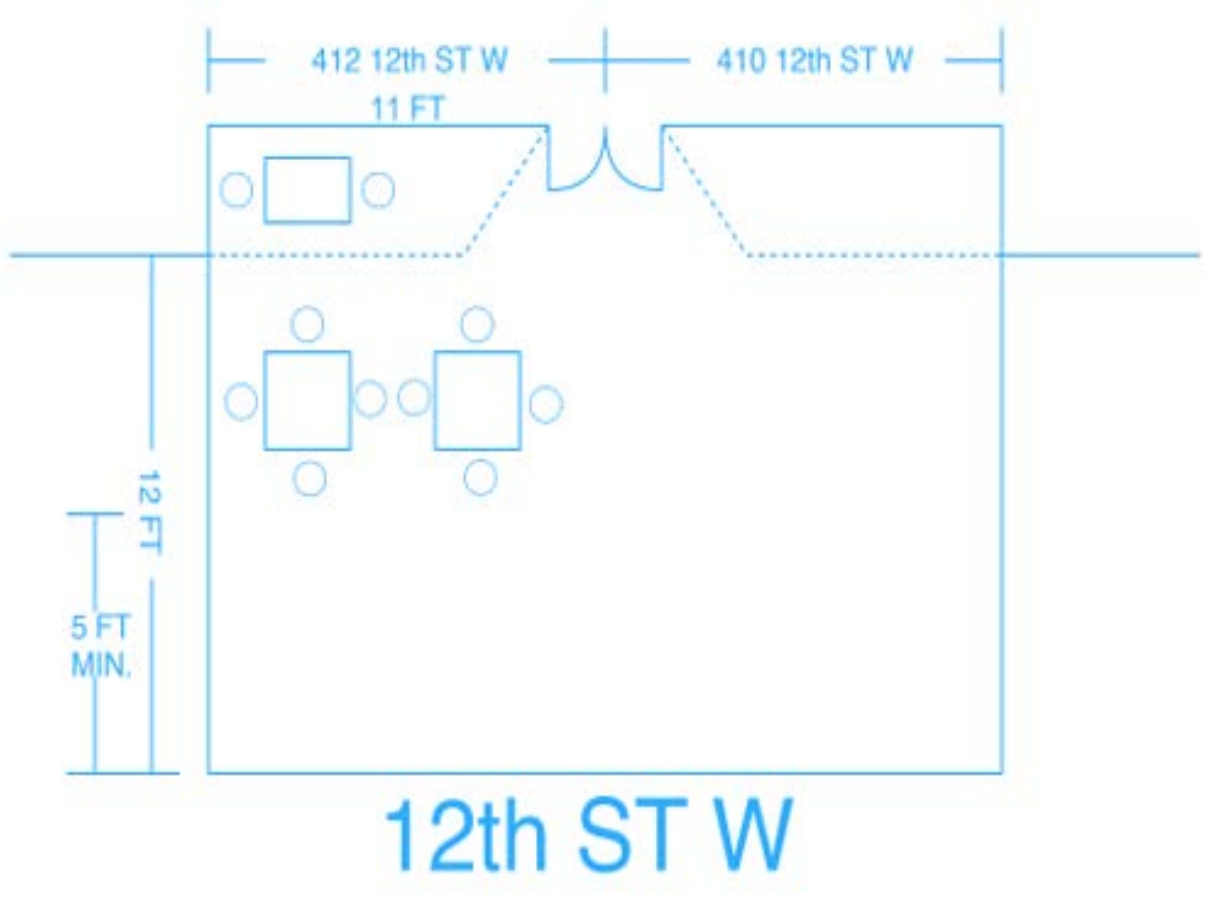


EXHIBIT "D"
Proposed Project Site Layout



Ballerz Pinball Cafe - 412 12th St W - Sidewalk Cafe Layout
Note: All furniture to be brought in nightly.

N

PLN-SUP-25-0011

Menu Reports Help

File Date: 04/20/2025

Application Status: Scheduled-DRC

Assigned To: Corey Holycross

Application Name:

Application Detail: Detail

Scope of Work: Applying for a sidewalk cafe special use permit.

Application Type: Special Use Permit

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date
Auth Agent.pdf	PLANNING	Other	Authorized Agent Form	application/pdf	Uploaded	04/20/2025
Sidewalk Cafe Layout.pdf	PLANNING	Other	Layout	application/pdf	Uploaded	04/20/2025

Show all

Address: 412 12TH St W, BRADENTON, FL 34205

Owner Name: CBR HOLDINGS LLC

Owner Address: 406 12TH ST W, BRADENTON, FL 34205

Parcel No: 3319300004

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Edgardo Pantoja		Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **SPECIAL USE**

Type	Other
Other	Sidewalk Cafe

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Brandon Wink	Ready for Pr...	05/02/2025	Greg DeLong
Case Manager	Brandon Wink	Ready for Re...	05/02/2025	Greg DeLong
Building Review				
Public Works Review				
Fire Review				
Other Reviews				
Planning Review	Brandon Wink	Pass	05/02/2025	Greg DeLong
Review Consolidation	Brandon Wink	Scheduled fo...	05/02/2025	Greg DeLong
DRC	Corey Holycross			
Planning Commission				
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Agent Authorization Form

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 412 12th St W, Bradenton FL 34205

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

Edgardo Pantoja

Print Name of Agent — Company Name

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

AGENT AUTHORIZATION — REQUIRED

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

Edgardo Pantoja Digitally signed by Edgardo Pantoja Date: 2025.04.10 16:53:42 -04'00' — 1237 Riverscape St, Bradenton FL 34308 / 954-980-7225

Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 11 day of APRIL, 2025, produced FL DL respectively, as identification and who did (did not) take an oath:

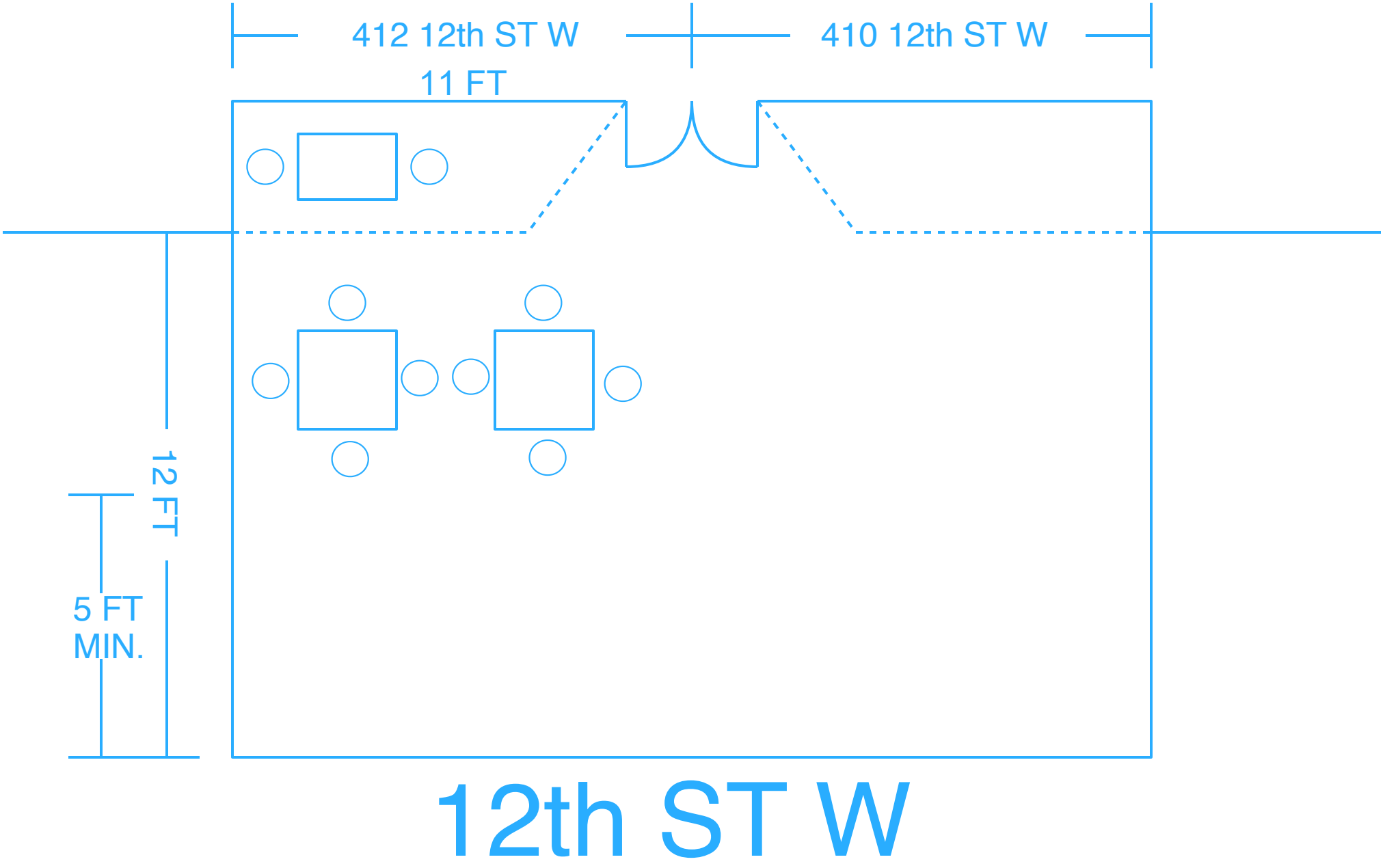
NOTARY — REQUIRED

Signature

ANNETTE MOORE-RUSSELL, Notary Public
Print Name

State of Florida
My Commission Expires: _____

ANNETTE MOORE-RUSSELL
Notary Public, State of Florida
Commission# HH 404543
My comm. expires May. 30, 2027



Ballerz Pinball Cafe - 412 12th St W - Sidewalk Cafe Layout
Note: All furniture to be brought in nightly.

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Miscellaneous

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

SUBJECT: Community Development Block Grant (CDBG) 2025-2026 Proposed Use of Funds - PUBLIC HEARING

SUGGESTED ACTION: Open and close the Public Hearing. City Council may also submit comments on the use of the CDBG funding during this time.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
This public hearing is to gather comments regarding the proposed use of CDBG funding for the 2025-2026 program year that begins October 1, 2025. The public comment period started June 14 and ended July 15, 2025, and was advertised as required. City residents are able to submit comments in person at this public hearing.

FINANCIAL IMPACT:
The City has been awarded $447,763 in CDBG funds for the 2025-2026 program year, which begins October 1, 2025, through September 30, 2026.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Community Development Block Grant (CDBG) 2025-26 proposed use of funds.

ATTACHMENTS:
2025-26 CDBG Funding Recommendations
Presentation

2025-26 CDBG Funding Recommendations

Public Service Projects- total funding available: $67,164.45

Meals on Wheels – Senior Meals
This program will provide low-income seniors in the City of Bradenton with a nutritionally balanced meal. At $6.76 a meal, this grant will provide over 3,000 meals. Volunteers delivering the meals will also provide program participants with daily contact, allowing them to maintain their independent living status.
Requested: $25,857.00.....Recommended: $25,857.00

Step Up Suncoast – Utility and Housing Assistance
This program aims to bring individuals out of crisis and into financial stability. CDBG funds will be used to provide utility, rental and mortgage assistance to low- and moderate-income individuals and families in the City of Bradenton.
Requested: $100,000…… Recommended: $41,307.45

Non-Public Service Projects- total funding available: $291,045.95

Manatee County Habitat for Humanity – Affordable Home Ownership:
This project will provide funding to purchase dilapidated houses or abandoned lots in blighted neighborhoods. After purchase, new housing will be constructed using other funding by Habitat for Humanity with the goal of placing low-income families in them as homeowners. CDBG funds may also be used to complete critical home repairs on homes owned by low-income households.
Requested: $250,000.....Recommended: $106,566.73

Bradenton Police Department – Code/Blight Enforcement Officer:
The strategic goal of this program is to improve neighborhoods by addressing blighted properties through the use of criminal and civil code, ultimately improving the quality of life for all residents in low-income neighborhoods in the City of Bradenton. This grant will support a full time Code/Blight Enforcement Officer. The goal is to identify at least 100 properties that need to be brought into code compliance.
Requested: $120,249.22.....Recommended: $120,249.22

Family Resource Center-Youth Shelter Renewal Initiative:

The strategic goal of this program will be to make critical physical improvements to the SafePlace2B shelter facility, ensuring a safe, functional, and welcoming environment for youth in crisis. Improvements will include repaving of the parking lot, irrigation system installation, sod replacement, exterior painting, and re-cabling for updated wiring.

Requested: $64,230.00.....Recommended: $64,230.00

Built-In 20% of Funding

City of Bradenton – Program Administration
The project will fund staff to operate and administer the CDBG program, as well as providing technical assistance to subrecipients as needed.
Requested: $89,552.60.....Recommended: $89,552.60

CITY OF BRADENTON
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

2025-2026 PROPOSED USE OF FUNDS

FUNDING RULES AND CAPS

Award Amount: $447,763.00

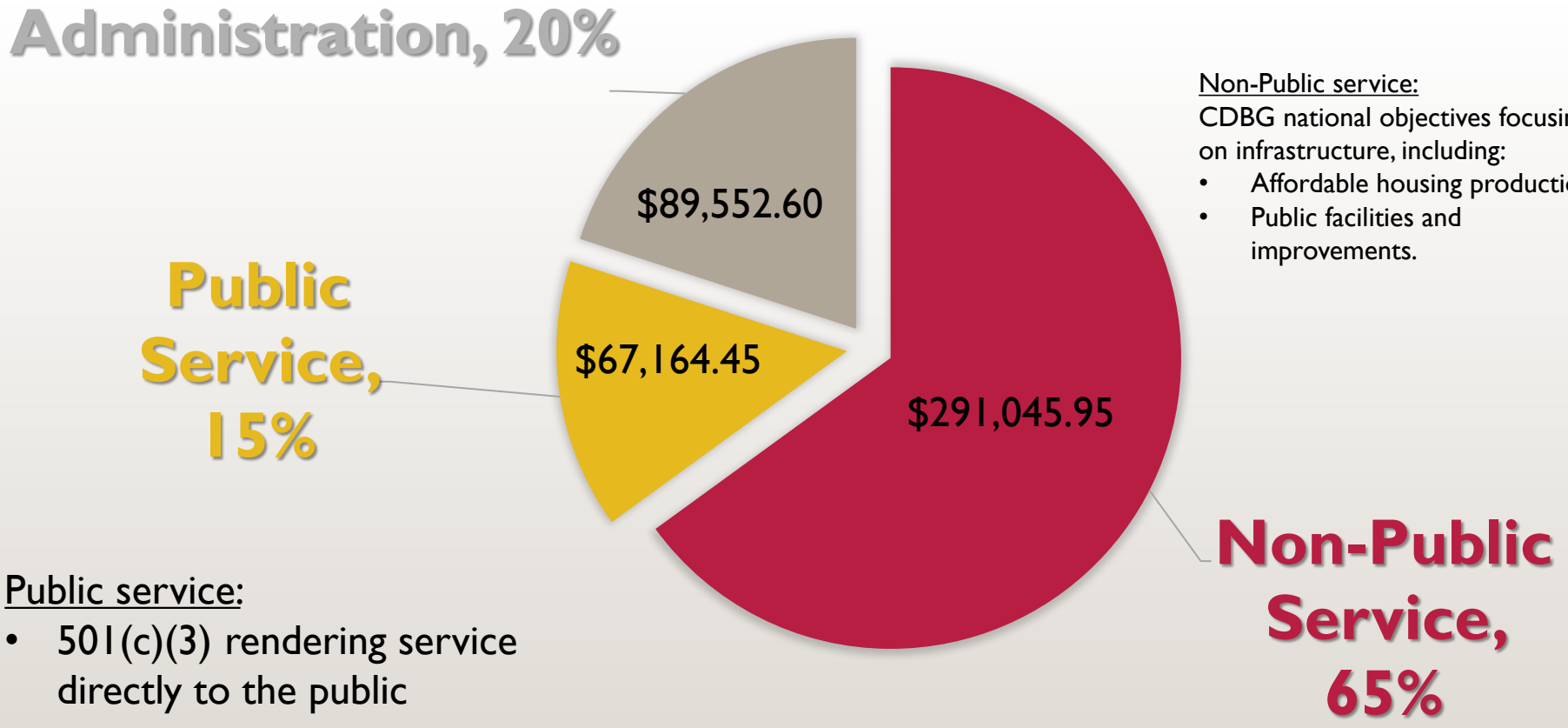
- **Program Administration Cap** – 20% of Grant
- **Public Service Cap** – 15% of Grant

2025-2026 Funding Cap Levels

- Administration - **$89,552.60**
- Public Service - **$67,164.45**
- Non-Public Service - **$291,045.95**
- Total Funding - **$447,763.00**

FUNDING ALLOCATION

HUD SPECIFIED CAPS



Non-Public service:
CDBG national objectives focusing on infrastructure, including:

- Affordable housing production.
- Public facilities and improvements.

Public service:

- 501(c)(3) rendering service directly to the public

HUD ADVERTISING REQUIREMENTS

Advertising Goal	Publication/ Hearing Location	Date Run	Period (Deadline)	Result
Notice of Funding Availability (NOFA)	Advertised as required	4/20/25	Applications were due May 22, 2025, by 2:00 P.M	1 application
Notice of Funding Availability (NOFA) *Not HUD required*	Direct mail to thirteen 501(c)(3) organizations	4/23/2025	5/22/25	4 applications
Citizen Input *2 dates required*	Downtown Bradenton Library	5/22/25 6/3/25	2:00-3:00pm 2:00-3:00pm	1 attendee 0 attendees
Comment Period *30 days required*	Advertised as required	6/8/25	7/15/25	0 comments
Public Hearing Notice	Advertised as required	6/8/25	7/23/25 City Council Meeting	

RECOMMENDATIONS – **PUBLIC SERVICE PROGRAMS**

	Requested	Recommended
❖Step Up Suncoast	$100,000	$41,307.45
❖Meals on Wheels – Unfunded Senior Meals	$ 25,857	$ 25,857.00
Total Public Service		**$ 67,164.45**

RECOMMENDATIONS – NON-PUBLIC SERVICE PROGRAMS

	Requested	Recommended
❖Habitat for Humanity	$250,000	$106,566.73
❖Bradenton Police Department, Code/Blight Enforcement Officer	$120,249.22	$120,249.22
❖Family Resources,Inc	$64,230	$ 64,230.00
Total Non-Public Service		**$291,045.95**

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

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

SUBJECT: Resolution 25-66 - Public Hearing

SUGGESTED ACTION: No action is required at the first public hearing. The second public hearing is scheduled for August 13, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The subject redevelopment site consists of 32.39 acres of vacant land. The purpose for the Brownfield Designation is to assist the City of Bradenton, as owner, with possible remediation that may be required on the property, utilizing the FDEP Brownfields Program's economic benefits, including liability protection.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by legal counsel.

SUGGESTED MOTION:
No action is required at the first public hearing. The second public hearing is scheduled for August 13, 2025.

ATTACHMENTS:
Resolution 25-66

RESOLUTION NO. 25-66

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA DESIGNATING A BROWNFIELD AREA TO BE CALLED THE TROPICANA – PUBLIC WORKS SITE REUSE AREA WITHIN THE CITY FOR PROPERTY LOCATED AT 1706 9TH STREET EAST, PARCEL ID 4633211009 OF APPROXIMATELY 28.3100 ACRES AND 9TH STREET EAST, PARCEL ID 4687900059 OF APPROXIMATELY 4.0800 ACRES (THE "BROWNFIELD AREA") FOR THE PURPOSE OF ENVIRONMENTAL SITE REHABILITATION AND ECONOMIC REDEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida, in Sections 376.77 – 376.85, Florida Statutes, adopted the Brownfields Redevelopment Act, the purpose of which is to encourage the redevelopment and the voluntary cleanup of real property where the expansion, redevelopment or reuse of which may be complicated by actual or perceived environmental contamination; and

WHEREAS, the Brownfields Redevelopment Act created a process whereby a local government with jurisdiction over the Brownfield Area must notify the Florida Department of Environmental Protection of its decision to designate a Brownfield area including a resolution approving and evidencing the designation; and

WHEREAS, the real property which is the subject of this Resolution is not within a Community Redevelopment Area; and

WHEREAS, the real property which is the subject of this Resolution is owned by the City of Bradenton; and

WHEREAS, the City intends to redevelop the property with City of Bradenton Public Works Operations Facilities; and

WHEREAS, the City of Bradenton has conducted the necessary public hearings for designation of a Brownfield Area; and

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

Section 1. The City Council for the City of Bradenton hereby designates the property generally located at 1706 9TH Street East, Parcel ID #4633211009 consisting of 28.3100 acres, and 9th Street East, Parcel ID #4687900059 consisting of 4.0800 acres and described with more particularity in the legal description attached hereto as Exhibit "A" and as depicted by the map attached hereto as Exhibit "B", a brownfield area for the purposes of Sections 376.77 – 376.85, Florida Statutes, to be known as the Tropicana – Public Works Site Reuse Area. Such designation shall not, however,

render the City of Bradenton liable for the cost of site rehabilitation or source removal, as those terms are defined in Section 376.79, Florida Statutes.

Section 2. The Mayor, City Clerk, and City Attorney are hereby authorized to do all things necessary and proper to make effective the provisions of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING THIS 13TH DAY OF AUGUST, 2025.

ATTEST:

Tamara Melton, CITY CLERK

Gene Brown, MAYOR

APPROVED AS TO FORM:

Scott Rudacille, CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 4633211009
– 1706 9th St E

COM AT THE SE COR OF THE SW1/4 OF SEC 36; TH N 00 DEG 19 MIN 50 SEC E ALG THE ELY LN OF THE SW1/4 OF SD SEC 36 A DIST OF 1437.44 FT TO THE INT WITH THE SWLY LN OF THE C.S.X. R.R. R/W (FORMERLY KNOWN AS THE SEABOARD COASTLINE R.R.); TH N 53 DEG 11 MIN 51 SEC W ALG THE SWLY LN OF SD C.S.X. R.R. R/W PARALLEL WITH THE C.S.X. MAIN LINE TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 67.18 FT TO THE INT OF THE SWLY LN OF THE C.S.X. R.R. R/W WITH THE WLY R/W OF 9TH ST E AS SHOWN ON F.D.O.T. R/W MAPS SECTION 13120-2506 FOR A POB; TH CONT N 53 DEG 11 MIN 51 SEC W ALG SD SWLY C.S.X. R.R. R/W PARALLEL WITH SD MAIN TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 374.18 FT; TH S 88 DEG 54 MIN 10 SEC E ALG SD SWLY C.S.X. R.R. R/W 68.54 FT; TH N 53 DEG 11 MIN 51 SEC W ALG SD SWLY C.S.X R.R. R/W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 25 FT SWLY THEREFROM A DIST OF 1446.68 FT; TH N 89 DEG 05 MIN 05 SEC W ALG SD SWLY C.S.X. R.R. R/W 68.24 FT; TH N 53 DEG 11 MIN 51 SEC W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 65 FT SWLY THEREFROM A DIST OF 179.09 FT; TH N 00 DEG 23 MIN 07 SEC E ALG SD C.S.X. R.R. R/W 49.71 FT; TH N 53 DEG 11 MIN 51 SEC W ALG SD C.S.X. R.R. R/W PARALLEL WITH SD C.S.X. MAIN TRACK C/L AND 25 FT SWLY THEREFROM A DIST OF 1104.58 FT TO THE INT WITH THE ELY R/W OF S.R. 55; TH S 00 DEG 30 MIN 55 SEC E ALG THE ELY R/W OF SD S.R. 55 96.51 FT; TH N 89 DEG 29 MIN 05 SEC E 27.63 FT; TH S 53 DEG 11 MIN 51 SEC E PARALLEL WITH THE SWLY C.S.X. R.R. R/W AND 60 FT SWLY THEREFROM A DIST OF 802.97 FT; TH S 00 DEG 24 MIN 36 SEC W A DIST OF 1184.93 FT TO THE INT WITH THE NLY R/W OF S.R. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T. R/W MAPS; TH S 89 DEG 04 MIN 20 SEC E ALG THE NLY R/W OF SD S.R. 683 (U.S. 301), 719.47 FT; TH S 89 DEG 03 MIN 49 SEC E ALG SD NLY R/W A DIST OF 307.14 FT TO A POINT ON THE ARC OF A CURVE WHOSE RAD POINT LIES S 12 DEG 01 MIN 01 SEC W 1592.39 FT; TH RUN SELY ALG SD NLY R/W AND THE ARC OF SD CURVE THROUGN A C/A OF 19 DEG 31 MIN 46 SEC A DIST OF 542.77 FT TO THE P.T. OF SD CURVE; TH S 58 DEG 27 MIN 13 SEC E ALG SD NLY R/W A DIST OF 308.55 FT TO THE INT WITH THE WLY R/W OF AFORESAID 9TH ST E; TH N 07 DEG 40 MIN 57 SEC E ALG THE NLY R/W OF SD 9TH ST E A DIST OF 233.52 FT TO THE POB; SUBJ TO R/W EASMNT REC IN OR 2268/4531, PI#46332.1100/9

Parcel ID: 4687900059
– 9th St E

PARCEL "A"-COM AT THE NW COR OF THE SW1/4 OF THE SE1/4 OF SEC 36, TWN 34S, RNG 17E; TH S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW 1/4 OF THE SE1/4, A DIST OF 60 FT TO THE INTERSECTION WITH THE ELY R/W OF 9TH ST E AS SHOWN ON THE FL DOT R/W MAPS SEC 13120-2506, FOR A POB; TH CONT S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/4, A DIST OF 87.61 FT TO THE INTERSECTION WITH THE SWLY CSX RR R/W; TH S 53 DEG 11 MIN 51 SEC E, ALONG SD

SWLY CSX RR R/W, 948.56 FT; TH S 00 DEG 16 MIN 20 SEC W, LEAVING SD SWLY CSX RR R/W, A DIST OF 121.85 FT TO THE INTERSECTION WITH THE NLY LMTD ACCESS R/W OF ST RD 683 (US HWY 301), AS SHOWN ON AFORESAID FL DOT R/W MAPS; TH N 58 DEG 27 MIN 13 SEC W, ALONG SD NLY LMTD ACCESS R/W, A DIST OF 970.67 FT TO THE INTERSECTION WITH THE AFORESAID ELY R/W OF 9TH ST E; TH N 06 DEG 00 MIN 58 SEC W, ALONG SD ELY R/W, A DIST OF 184.34 FT TO THE POB. TOGETHER WITH: PARCEL "B"-COM AT THE NW COR OF THE SW1/4 OF THE SE1/4 OF SEC 36, TWN 34 S RNG 17E; TH S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/4, A DIST OF 60 FT TO THE INTERSECTION WITH THE ELY R/W OF 9TH ST E AS SHOWN ON THE FL DOT R/W MAPS SEC 13120-2506; TH CONT S 89 DEG 18 MIN 13 SEC E, ALONG THE NLY LN OF SD SW1/4 OF THE SE1/2, A DIST OF 87.61 FT TO THE INTERSECTION WITH THE SWLY CSX RR R/W; TH S 53 DEG 11 MIN 51 SEC E, ALONG SD SWLY CSX RR R/W, A DIST OF 948.56 FT FOR A POB: TH CONT S 53 DEG 11 MIN 51 SEC E, ALONG SD SWLY CSX RR R/W, A DIST OF 306.82 FT TO A PT ON THE ARC OF A CURVE WHOSE RADIUS PT LIES S 53 DEG 17 MIN 56 SEC W, 930.06 FT; TH RUN SELY, ALONG SD SWLY CSX RR R/W AND THE ARC OF SD CURVE, THROUGH A C/A OF 10 DEG 21 MIN 25 SEC, A DIST OF 168.12 FT TO THE INTERSECTION WITH THE NLY LMTD ACCESS R/W OF ST RD NO 683 (US HWY 301), AS SHOWHN ON AFORESAID FL DOT R/W MAPS; TH N 58 DEG 27 MIN 13 SEC W, ALONG SD NLY LMTD ACCESS R/W, 391.96 FT; TH N 00 DEG 16 MIN 20 SEC E, A DIST OF 121.85 FT TO THE POB. PI#46879.0005/9

EXHIBIT "B"

MAP



AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Volker Reiss, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4054 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-240 OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 18, ARTICLE IX, TO ADD A NEW SECTION 18-242 TO ADOPT MINIMUM MAINTENANCE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has adopted the International Property Maintenance Code ("IPMC") published by the International Council ("ICC") over 20 years ago as its property maintenance ordinance. ICC has published an updated version every three years. The City has adopted the updated versions subsequently. This Ordinance is to adopt the 2024 version of the IPMC. In 1998 the City adopted Minimum Maintenance Standards and Guidelines ("Minimum Maintenance Code"). The Minimum Maintenance Code was subsequently adopted as an addendum to the

IPMC by reference. This ordinance will incorporate the language of the Minimum Maintenance Code in the City's Code of Ordinances.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4054.

ATTACHMENTS:
Ordinance 4054

ORDINANCE NO. 4054

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-240 OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 18, ARTICLE IX, TO ADD A NEW SECTION 18-242 TO ADOPT MINIMUM MAINTENANCE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has previously adopted the International Property Maintenance Code (the "IPMC") by reference as the property maintenance code of the City, including specific local revisions thereto;

WHEREAS, a new 2024 edition of the IPMC has been issued, and the City desires to update the City's Code by reference to the current version of the IPMC, and to update local revisions to the IPMC, where appropriate;

WHEREAS, the City previously adopted minimum maintenance standards ("Standards") which are currently referred to as "addendum" in Section 18-240 of the City's Code; and

WHEREAS, the City hereby desires to adopt only Sections 1 and 2 of the Standards and provide the language of the Standards in a new Section 18-242 of the City's Code to provide clarity to the residents as to the actual Standards required.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

A. Section 18-240 of the City Code of Ordinances of the City of Bradenton, Florida, is hereby amended to read as follows:

Sec. 18-240. International Property Maintenance Code.

A certain document, three copies of which are on file in the office of the city clerk, being marked and designated as the International Property Maintenance Code®. ~~2021~~ 2024, as published by the International Code Council. Inc., be and is hereby adopted as the property maintenance code of the city ~~in this state~~, together with its appendix A~~;~~ for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code ~~and addendum~~ are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions insertions, delegations, deletions and changes prescribed in this section.

B. A new Section 18-242 shall be added to the City Code of Ordinances of the City of Bradenton, Florida as follows:

Sec. 18-242. ~~Reserved.~~ Minimum Maintenance Standards.

The city hereby adopts the following Minimum Maintenance Standards as a supplement to the International Property Maintenance Code and such standards shall be applicable citywide:

(1) *Requirements*.

A. *Building Front, Side and Rear Walls Abutting Streets or Public Areas*.

(1) All deteriorated or damaged structural and decorative elements visible from a public right-of-way, including signage, shall be repaired or replaced to match, at a minimum, as closely as possible the existing or original materials and construction of the building, except that changes shall be permitted that are otherwise required or encouraged by the Administrative Official.

(2) Every such part of a structure visible from a public right-of-way or abutting a street shall be made structurally sound. Rotten or weakened portions shall be removed, repaired or replaced in such a manner as to be compatible with the rest of the structure or to match the original materials and construction techniques. All exposed wood shall be stained or painted. Every such part shall be clean of graffiti, litter, dirt, mildew or other debris and painted surfaces must be maintained without peeling or chalking.

(3) Walls shall be repaired and painted to present a neat and clean appearance. Side walls where visible from the street shall be finished or painted so as to be harmonious with the front of the building.

(4) Existing miscellaneous non-functional elements on the building, such as empty electrical conduit, unused sign brackets, etc. shall be removed and the building surface repaired or rebuilt as required to match adjacent surfaces and original or previous condition. Wires and conduit shall be secured and located as inconspicuously as possible.

B. *Windows.*

(1) Every broken or missing window glass shall be repaired or replaced. New windows shall closely resemble the building's other existing windows.

(2) All windows must be tight fitting and have sashes of proper size and design that meet applicable codes. Sashes with rotten wood broken joints or loose mullions and muntins shall be repaired or replaced with a similar design or material. No aluminum frames shall be allowed unless painted, excluding residential buildings.

(3) Window openings in the building shall not be boarded or filled except as approved by the Administrative Official. Windowpanes or glass shall not be painted.

(4) In non-residential buildings, all windows shall be kept clean and transparent and the visible interior neat and clean. Any interior screening, including curtains, drapes and blinds must be kept in good repair and appearance.

(5) Show Windows: Show windows include the building face, porches and entrance area leading to the door, the sidelights, transoms, display platforms, devices, including lighting and signage designed to be viewed from the public right-of-way. Show windows, entrances, signs, lighting, sun protection, awnings, porches, security grills, etc., shall be compatible and harmonious with the original scale and character of the structure. All show window elements should be located within the original dimension.

C. *Awnings.*

(1) Soft retractable flame proof awnings are permitted over the first floor and on upper floors above the windows only. They shall not project more than seven (7) feet from the building front, shall not be more than nine (9) feet above grade, ad shall terminate against the building at a height not to exceed fourteen (14) feet above the pavement, except with the prior approval of the Administrative Official.

(2) Rigid or fixed awnings or canopies are permitted if they are original or an integral part of the structure and compatible and harmonious with the scale and character of the structure and adjacent structures and pose no visual impediment to adjacent buildings. New rigid or fixed awnings or

canopies may be added to existing structures subject to restrictions outlined above.

(3) Awnings that are torn, badly faded or structurally compromised shall be repaired or replaced.

D. *Roofs.*

(1) Chimneys and all other rooftop structures shall be repaired and cleaned in the same manner as required for rear and side walls. Any part of the building visible from the street or from other buildings shall be finished so as to be harmonious with other visible building walls. Television and radio antennas, pipes, ductwork, mechanical equipment such as air conditioning units, and auxiliary enclosures or sheds, shall be located as to be as inconspicuous as possible.

(2) All roofs and existing gutters and downspouts shall be maintained to prevent damage to the structure and adjoining properties and the public. Leaky roofs shall be repaired or replaced.

E. *Trash and Non-Contiguous Parts.*

(1) There shall be no trash placed on sidewalks or other areas open to the public except on those days when such trash is to be picked up by the City. All private trash receptacles areas shall be screened from the view of the public right-of-way, except where trash receptable placement is authorized in alleyways. Such areas shall be kept neat and clean in appearance.

F. *Auxiliary Structures*.

(1) Structures at the rear of buildings, whether attached or unattached to the principal commercial structure, which are structurally deficient shall be properly repaired and painted or demolished. All fences, lighting devises and supports, retaining walls, outside service and seating areas, signs and their supporting elements shall be structurally sound, kept free of overgrowth, trash and debris and be repaired and painted to present a neat and clean appearance.

(2) All vending machines, including refrigerated storage machines but excluding well maintained and stocked newspaper vending machines, shall be located within an enclosed building or area. Machines dispensing newspapers and advertising circulars cannot be located in the public right-of-way unless kept painted, clean and in a standardized fashion.

G. *Sites.*

(1) *Landscaping:* All green areas (front, side and rear yards) shall be kept free of overgrowth, weeds, trash and debris. All dead tree limbs and dead trees shall be removed.

(2) *Vacant Lots:* Where a vacant lot exists or is created through demolition, the owner must cover all areas not actively used for parking or loading with an environmentally acceptable ground cover approved by the Administrative Official. Such areas will include overflow parking designed for occasional use. Said ground cover shall be maintained and the property kept free of trash and debris and shall comply fully with the codes of the City.

(3) *Parking Lots*: All parking areas shall be well maintained and kept free of overgrowth, potholes, weeds, trash and debris. Existing paving and striping shall be maintained in good repair, and neat and clean in appearance. All parking lots shall be landscaped. The size of the buffers shall be in conformance with the C-1 District standards. The Administrative Official may have some latitude to deviate from these standards. In lieu of asphalt or concrete, the Administrative Official may approve stone, gravel and washed shell provided it meets the administrative standards of four inch compacted base with two inch shell or ¾ inch stone or gravel.

H. *Temporary Coverings.*

(1) No temporary covering of any part of a structure may remain more than fifteen (15) days after ongoing construction has been completed or sixty (60) days total, whichever is longer. An example of a temporary covering is a board covering a broken or missing window.

I. *Color of the Building.*

(1) The use of bright and highly reflective fluorescent colors as a primary and dominant color on a structure shall not be allowed (i.e. bright yellow, bright green, bright orange, etc.) Such colors can only be used as a highlight or accent on surfaces not to exceed 10% of each visible side of a structure from the right-of-way. In any case, where the color determination is not clear, the Administrative Official shall make a determination.

(2) The Minimum Maintenance Standards shall be applicable to all unimproved and improved properties within the geographical boundaries described in this Section. Said standards shall be in addition to any other standards, codes, ordinances, rules regulations or other statutory requirements applicable to such properties, including the City's Land Use and Development Regulations.

Section 3. Severability. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining

sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all Ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 6. Effective Date. This Ordinance shall take effect as provided by Florida law.

FIRST READING	June 11, 2025
PUBLICATION DATE	July 9, 2025
SECOND READING	July 23, 2025

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 23rd, day of July, 2024.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4061 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Adopt Ordinance 4061 on second reading following a public hearing.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The City of Bradenton has purchased approximately 32.39 acres for public use on the south side of the CSX railroad tracks contiguous to the City's jurisdiction. This ordinance will annex the property into the City. Companion ordinances will adopt City zoning and land use designations for the property.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
Motion to approve and adopt Ordinance 4061.

ATTACHMENTS:
Ordinance 4061
Staff Report
Boundary Survey

ORDINANCE NO. 4061

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 171.044, *Fla. Stat.*, provides for the voluntary annexation of reasonably compact real property that is contiguous to a municipality; and

WHEREAS, the City of Bradenton is the owner of approximately 32.29 acres of real property legally described in and generally depicted on **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City has executed a petition requesting that the Property be annexed into the City of Bradenton, pursuant to the provisions of Section 171.044, *Fla. Stat.*, and the City Council has determined that the petition bears the requisite signatures of all owners of the Property; and

WHEREAS, the Property is reasonably compact and contiguous to the City of Bradenton, the annexation of the Property will not create any enclaves, and the annexation otherwise meets the requirements of Section 171.044, *Fla. Stat.*; and

WHEREAS, notice of said annexation, a copy of which is attached hereto and incorporated herein as **Exhibit C**, has been sent to the Board of County Commissioners for Manatee County and published as required under Section 171.044, *Fla. Stat.*; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that the annexation of the Property into the City is in the best interest of the public health, safety, and welfare; and

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

Section 1. Findings of Fact. The above "Whereas" clauses are adopted herein as findings of fact.

Section 2. Annexation of the Property. The Property, as legally described in and generally depicted on the sketch attached as Exhibit A, is hereby annexed into and incorporated within the City of Bradenton as fully and effectually as if the same were included within the boundary of the City of Bradenton, as set forth in the Charter.

Section 3. Amendment of City Boundaries. The legal description of the City of Bradenton municipal boundaries, as described in the City Charter and kept on file in the City Clerk's office, is hereby amended to reflect the annexation of the Property. The City Clerk is hereby directed to

undertake measures necessary to amend the municipal boundaries consistent with this Ordinance and to make the filings required under Section 171.044, *Fla*. *Stat*.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other 0provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

PUBLICATION DATES	May 29, 2025 and June 4, 2025
FIRST READING	June 11, 2025
PUBLICATION DATES	July 9, 2025 and July 16, 2025
SECOND READING	July 23, 2025

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2025.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

5180734v1

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida.
   Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE

SHEET: 1 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458)**:**

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) See Sheet #1 for additional notes.

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SURVEY & MAPPING
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The Friendly City
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SCALE: NONE

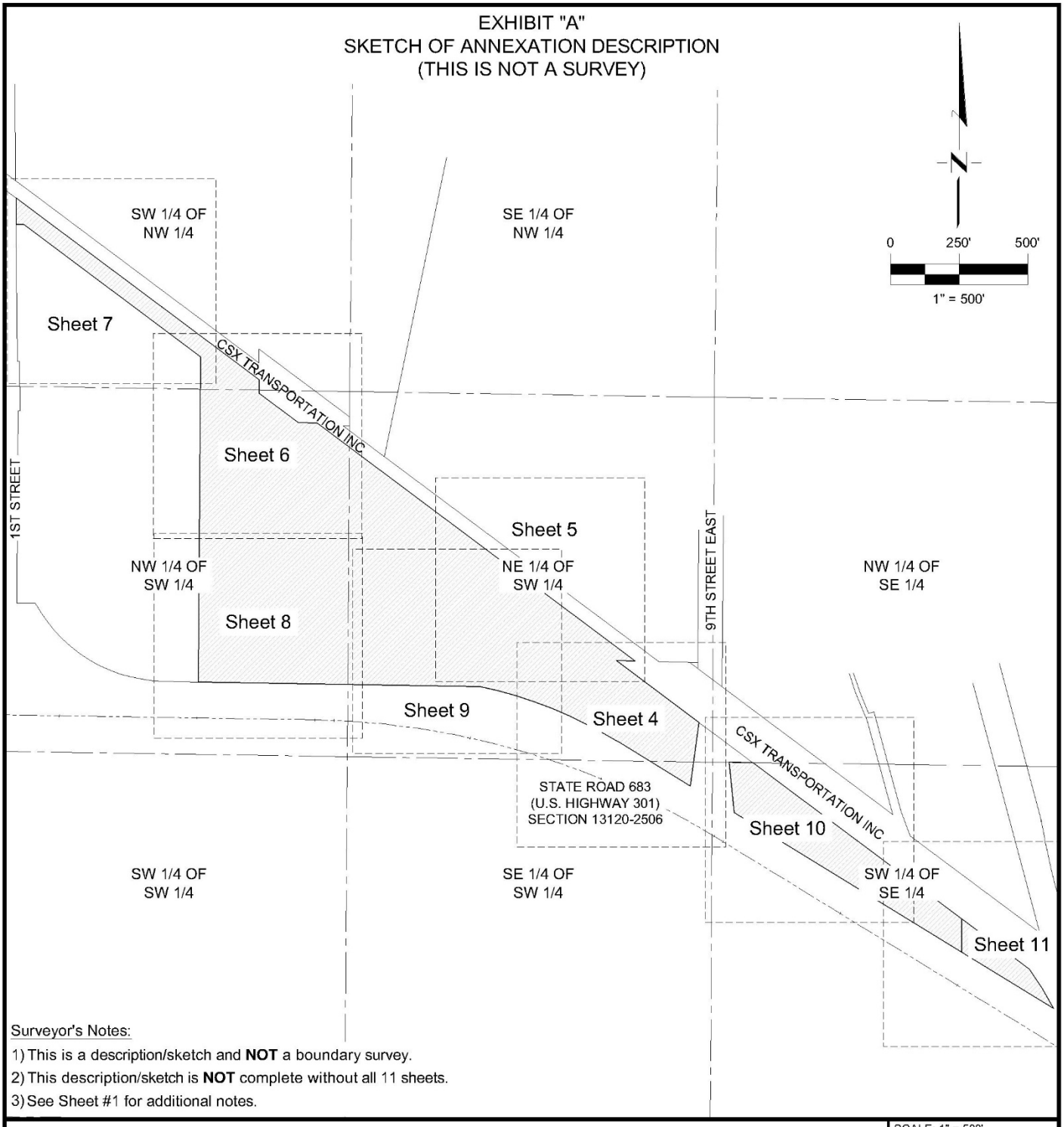
SHEET: 2 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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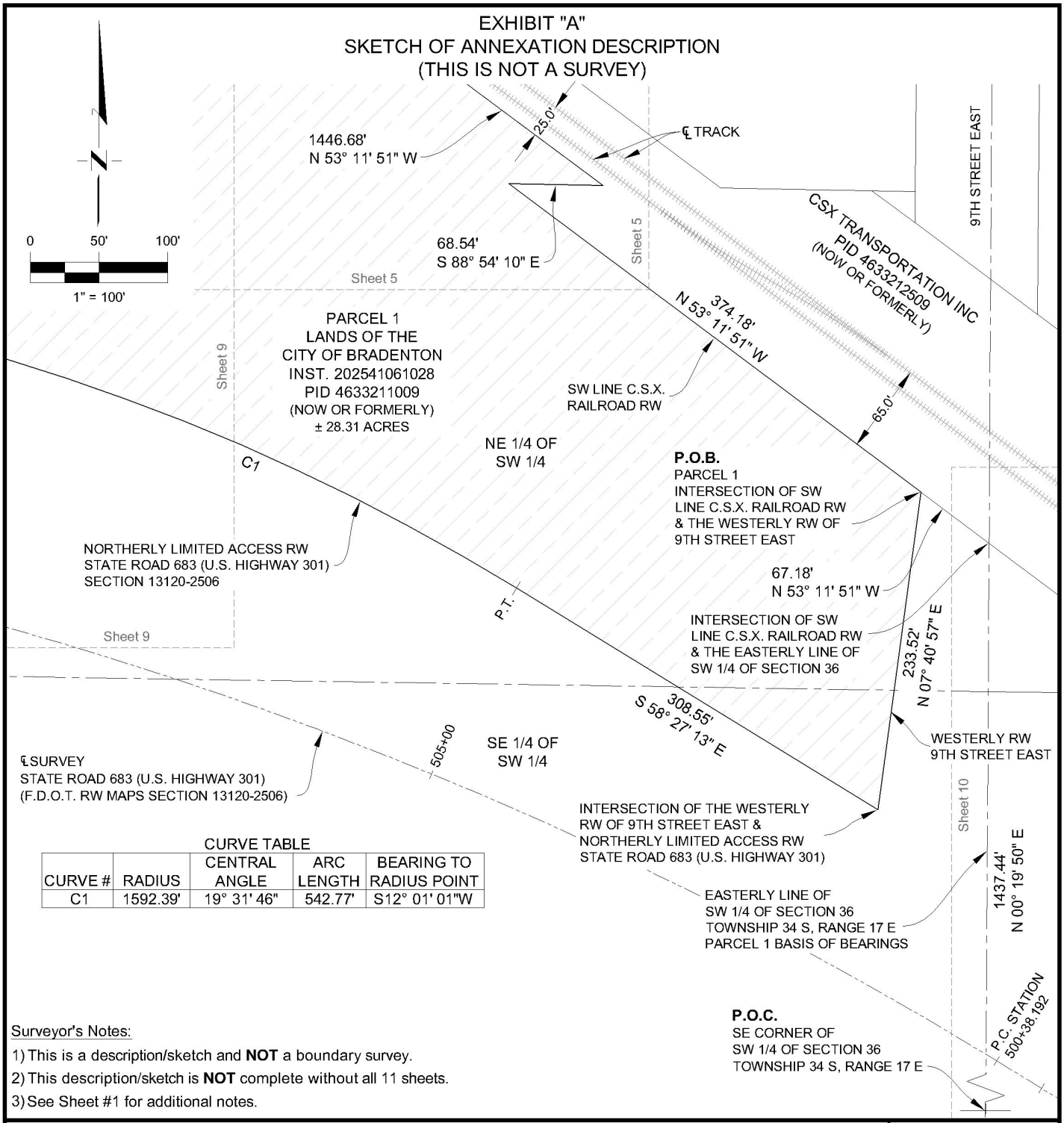
SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

Surveyor's Notes:

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P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
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W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

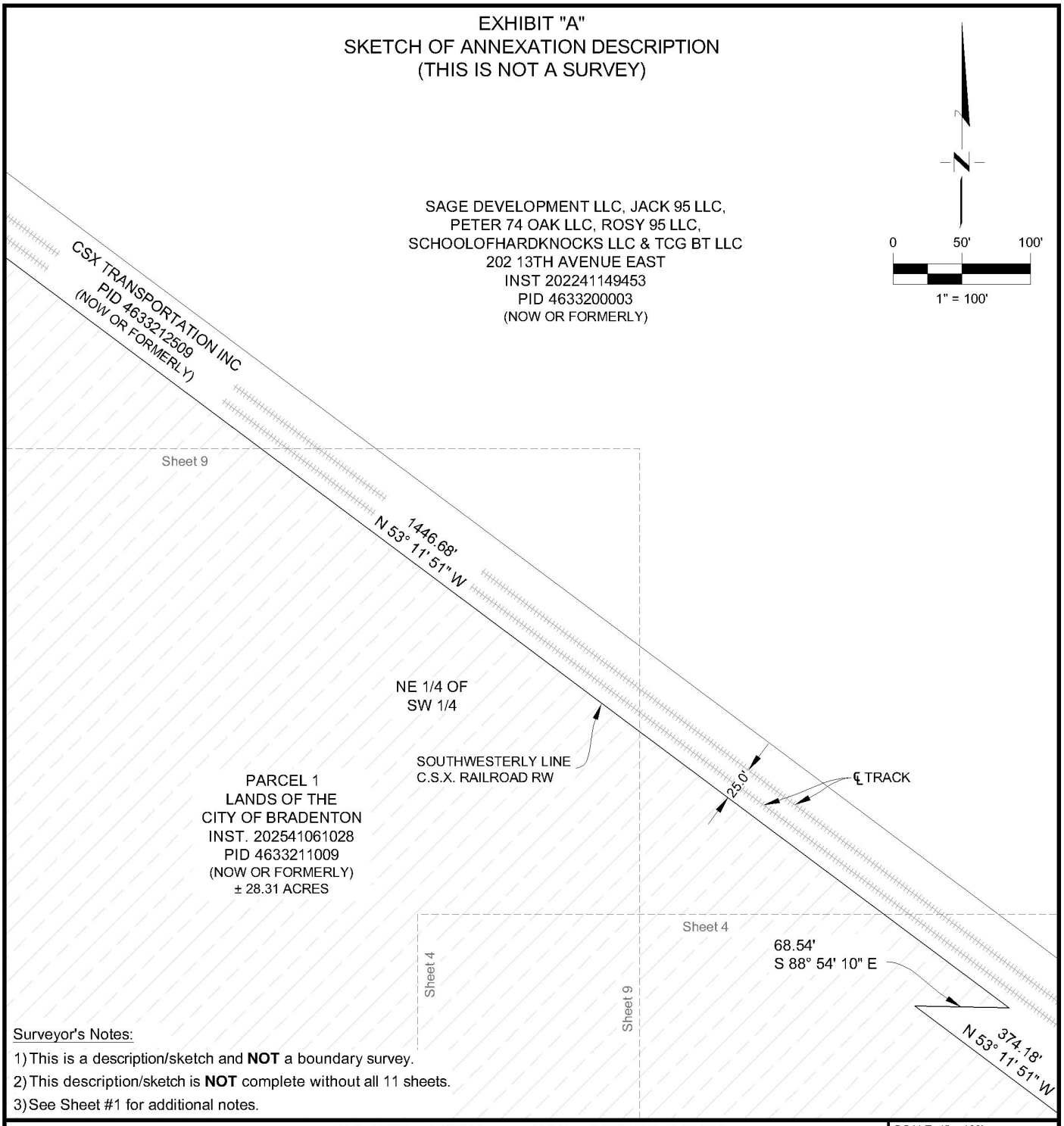
SHEET: 4 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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NE	=NORTHEAST		
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SE	=SOUTHEAST		
C#	=CURVE NUMBER		
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SCALE: 1" = 100'

SHEET: 5 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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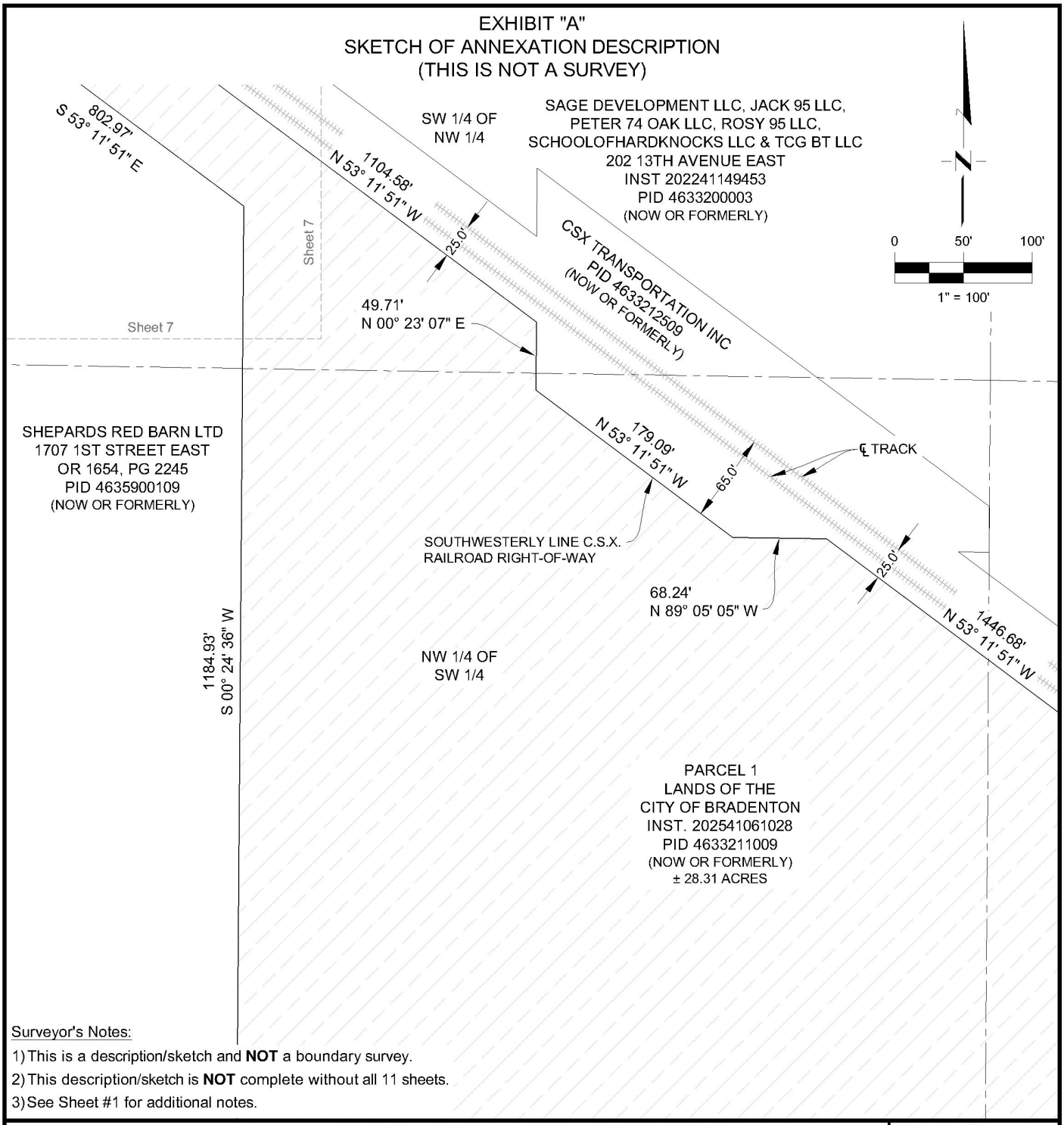

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SE	=SOUTHEAST		
C#	=CURVE NUMBER		
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SCALE: 1" = 100'

SHEET: 6 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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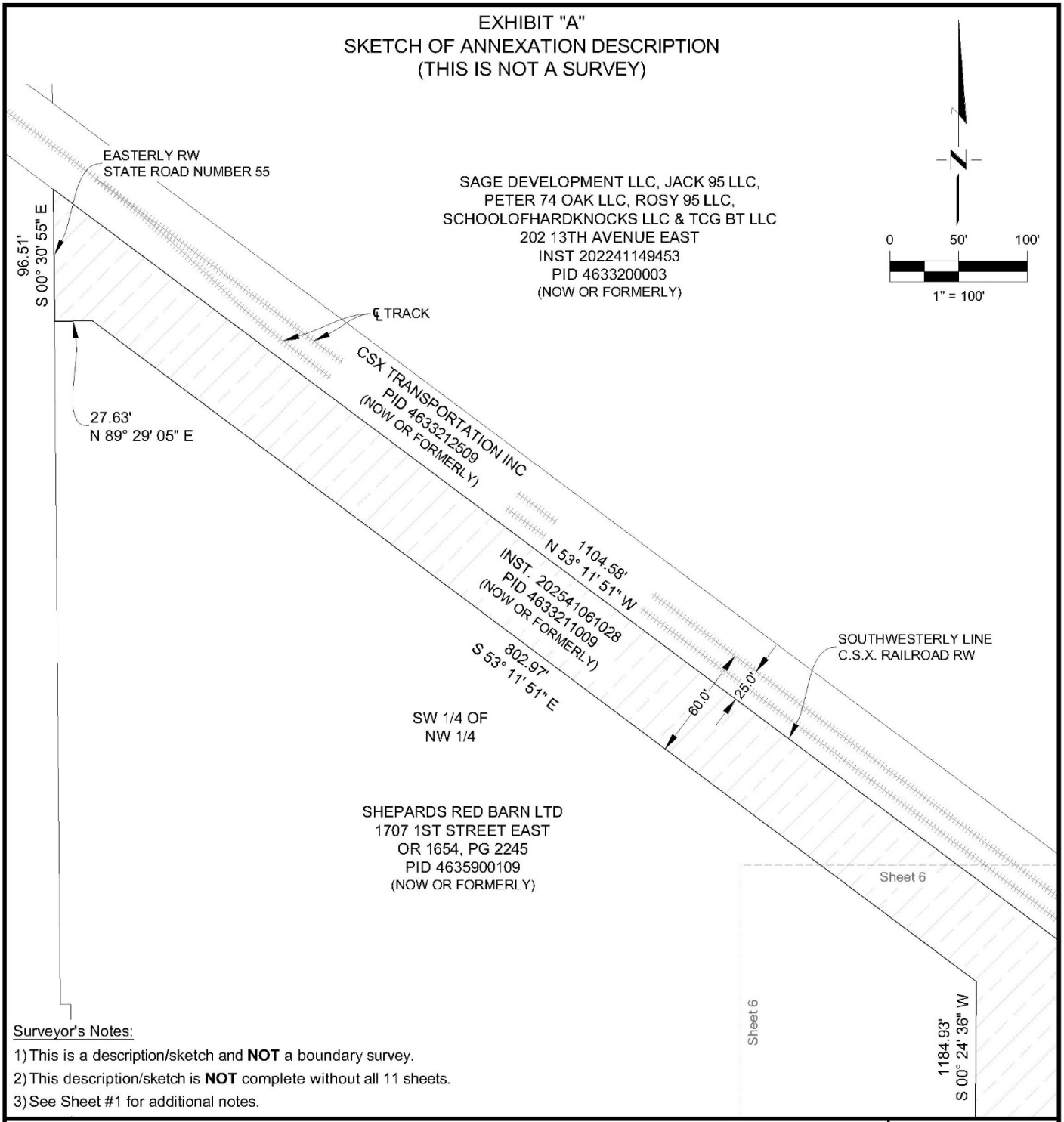

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SE	=SOUTHEAST		
C#	=CURVE NUMBER		
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SCALE: 1" = 100'

SHEET: 7 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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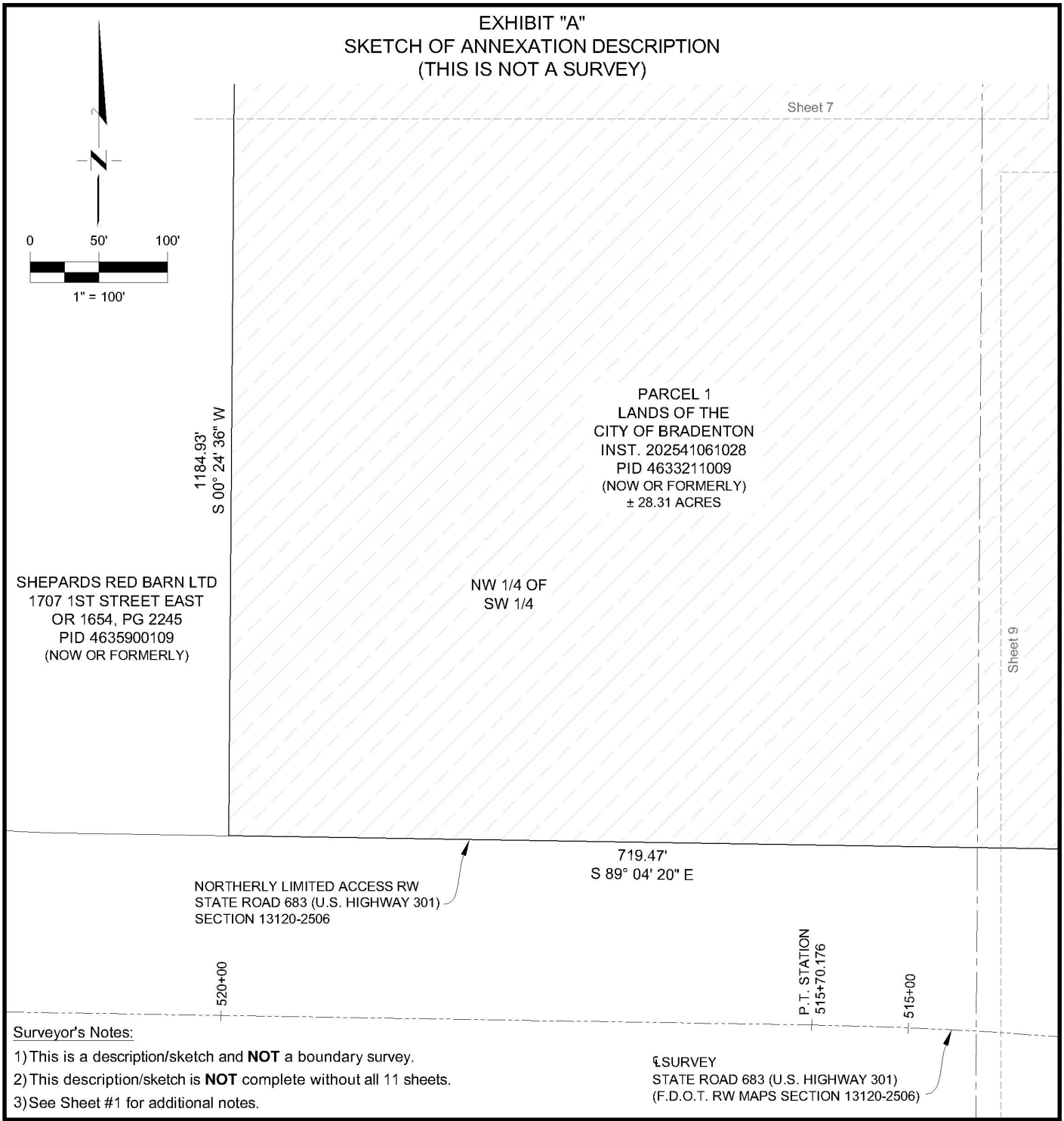

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C#	=CURVE NUMBER		
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SCALE: 1" = 100'

SHEET: 8 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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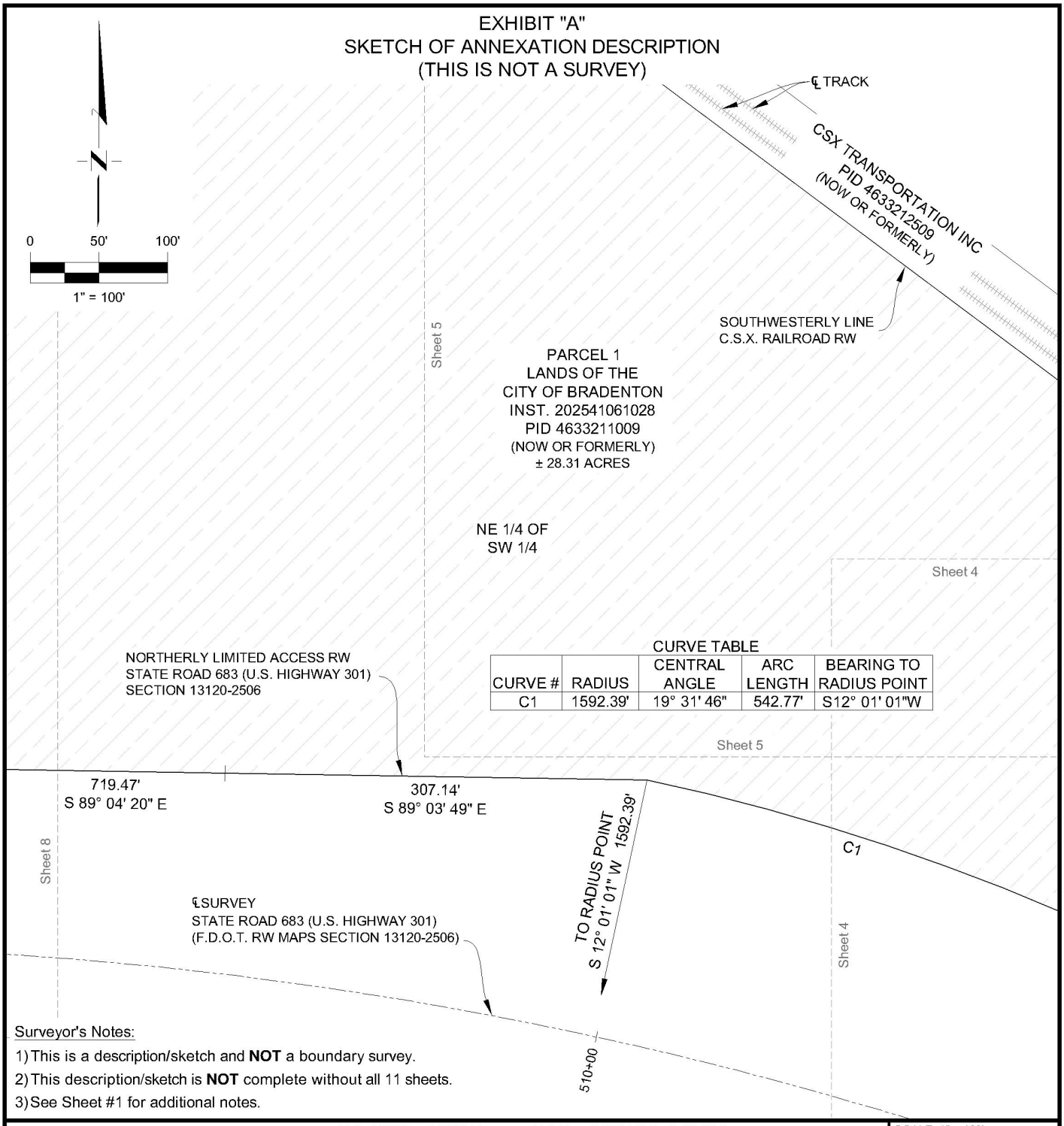

CURVE TABLE

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SCALE: 1" = 100'

SHEET: 9 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

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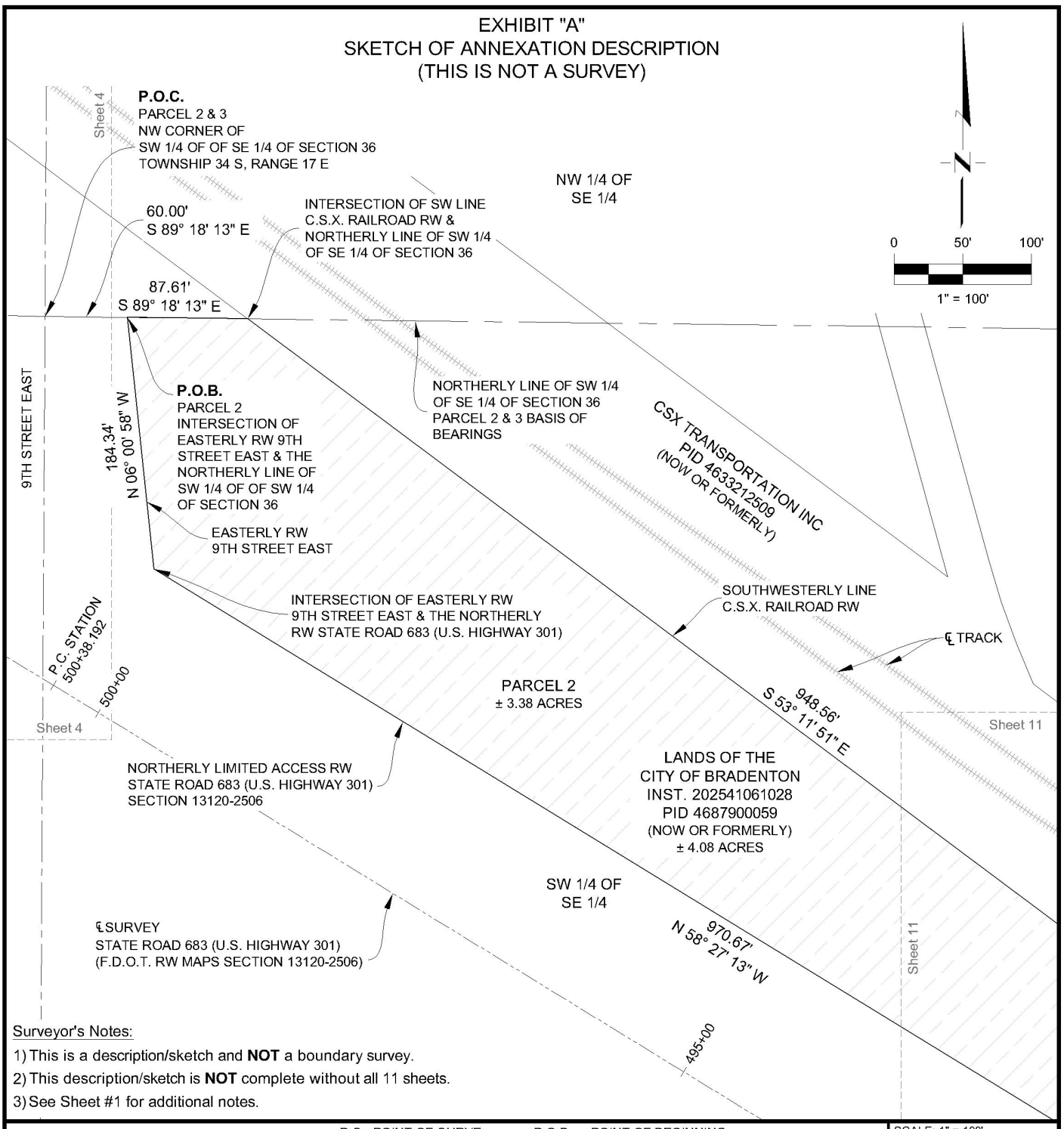

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SCALE: 1" = 100'

SHEET: 10 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
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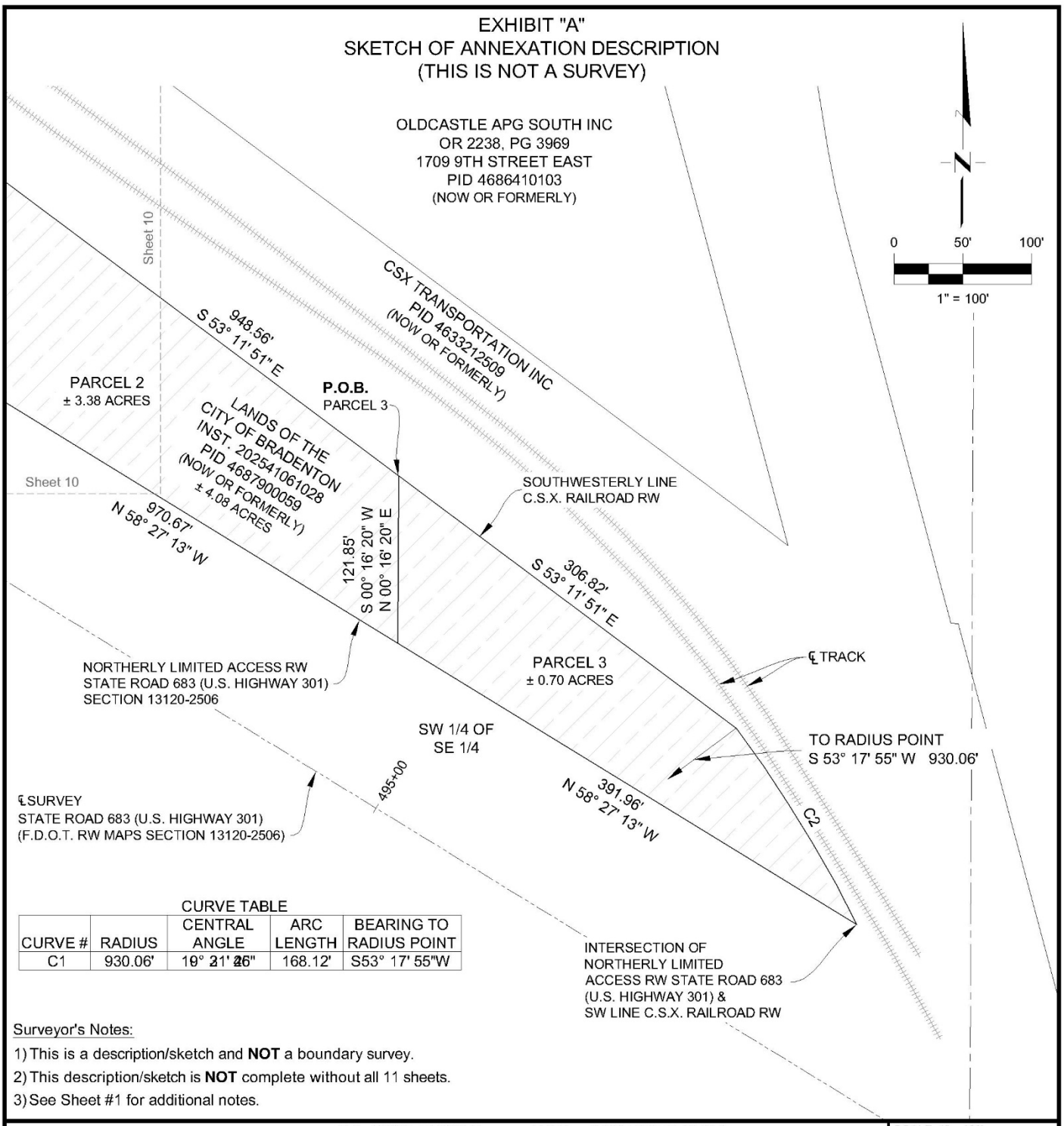

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	930.06'	19° 21' 26"	168.12'	S53° 17' 55"W

Surveyor's Notes:

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SCALE: 1" = 100'

SHEET: 11 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

City of Bradenton
Planning and Community Development Department
City Council Second Reading
July 23, 2025

Staff Report

Case Number: PLN-AXR-25-0001
Ordinance No.: 25-4061
Applicant: City of Bradenton
Owner: City of Bradenton
Address: 2024 9th Street East
Parcel ID No: 4687900059 and 4633211009
Current Zoning: Manatee County PD-UI, Planned Development Urban Industrial
Future Land Use: Manatee County IU, Urban Industrial
Flood Zone: X

Surrounding Property - Zoning and Future Land Use:

Current Zoning:

North: City of Bradenton – Industrial
Manatee County – PD-MU (Planned Development Mixed Use)
South: Manatee County – RSF-6 (Single Family), RDD-6 (Duplex), LM (Light Manufacturing)
East: Manatee County - PD-UI (Planned Development, Urban Industrial)
West: Manatee County – PD-C (Planned Development Commercial)

Future Land Use:

North: City of Bradenton – Industrial
Manatee County – ROR (Retail, Office, Residential), IU (Urban Industrial)
South: Manatee County – RES- 6 (Residential), RES-9 (Residential), IL (Industrial Light)
East: Manatee County – IU (Urban Industrial)
West: Manatee County – ROR (Retail, Office, Residential)

REQUEST:

ORDINANCE NO. 25-4061

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Bradenton is proposing a voluntary annexation of two City owned parcels located on the south side of the Tropicana office complex, north of U.S. 301 and flanking 9th Street East. The purpose of this annexation is to redevelop the property and construct a new Public Works facility to include:

- Solid Waste
- Fleet Maintenance
- Warehouse Storage
- Water/Sewer Collection and Distribution
- Landscape and Grounds Support
- Street Maintenance
- Stormwater Maintenance

COMPREHENSIVE PLAN ANALYSIS:

Objective 1.7 of the Future Land Use Element of the Comprehensive Plan provides criteria "*to expand City boundaries through annexation of unincorporated land in a logical, sequential and efficient manner*." The following analysis provides responses to the criteria and the requirements of Florida Statutes Chapter 171.

Policy 1.7.2 Annexation Feasibility Study (AFS)

The applicant shall produce an Annexation Feasibility Study for every proposed annexation outlining the property's compliance with the specific policies of Objective 1.7. At a minimum, the AFS will include:

- ***A statement addressing the requirements of annexations outlined in Ch. 171, FS.***

Florida Statutes Section 171.044 provides for the voluntary annexation of property as follows:

> *(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

The subject parcels constitute compact, contiguous property that is owned by the City of Bradenton and the City is the petitioner for this annexation.

Florida Statutes Section 171.043 states:

> *A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).*
>
> *(1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.*

The total area is contiguous on its northern boundary with the Tropicana office facility, which is in the City's jurisdiction. No part of the property to be annexed is within another incorporated municipality.

> *(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:*
>
> *(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;*
>
> *(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or*
>
> *(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.*

F.S. 171.043 further states:

> *The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.*

The proposed annexation is currently used, or is proposed to be used, for urban purposes as defined in F.S. 171.031 as follows:

> *"Urban purposes" means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated greenbelt areas.*

- ***A statement addressing the potential creation of an enclave.***

Pursuant to F.S. 171.031(5):

> *(5) "Enclave" means:*
>
> *(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or*
>
> *(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.*

The area proposed for annexation does not create an enclave. The area north of the parcel is connected to a unincorporated parcel by the federal right of way that is U.S. 301.

- ***A statement addressing the potential creation of a "leap-frog" extension.***

The parcel to be annexed is substantially contiguous to the Tropicana office park parcel, which is in the City of Bradenton's jurisdiction. As such, the parcel to the annexed is not considered a "leap-frog" extension of the City.

- ***A statement addressing the potential creation of a nearly surrounded pocket of unincorporated land.***

The unincorporated parcels on three sides of the proposed annexation are connected. This annexation does not fully surround or create a pocket of unincorporated land.

- ***A statement addressing the potential creation of an overly irregular City Boundary.***

This annexation is a logical extension of the City's boundaries that begins to fill in areas along the southern boundary. This does not create an overly irregular City boundary.

- ***An inventory of existing public services provided to the proposed annexation by the County or others.***

All services, including water, sewer, police, fire, stormwater, road maintenance, solid waste collection and parks and recreation for the annexed parcel will be provided by the City.

- ***An inventory of public services to be provided by the City upon annexation.***

A technical memorandum, attached to and made a part of this report, has been supplied by Kim Clayback, City Engineering Manager. The memorandum addresses in detail the provision of public services for the annexation parcel.

The subject parcels are undeveloped with the exception of the City's storage tank and some surface level improvements. The developed contiguous property to the north, on the west side of 9th Street East, is served by both City water and sewer. The parcel to be annexed that is on the east side of 9th Street East is contiguous to the other parcel to be annexed. It will be considered a logical extension of City Services to provide both water and sewer to the parcel to be annexed.

- ***A statement from the City Engineer noting if the provision of public services to the proposed property will adversely affect the provision of services to existing City residents.***

The technical memorandum from the City Engineering Manager is attached to and made a part of this report. There are no anticipated adverse impacts resulting from the provision of services to the property to be annexed.

- ***The results of a fiscal impact assessment of the proposed annexation.***

A report by Research Data Services, Inc. is attached and incorporated herein, which addresses the fiscal impacts of this proposed annexation.

The annexation of this property into the City will not create a negative fiscal impact. This City owned parcel will accommodate facilities that will replace vacated services at the "City Park" parcel located in the City's urban core. The redeveloped park facility will generate a positive economic impact to the City and Manatee County that will financially compensate for the development of the annexed parcel. The provision of services to the annexed parcel will be by extension from the incorporated properties to the north and west. As the proposed use of the parcel will expand and improve City services it will benefit the City financially and improve efficiency while allowing the former location to become an economic generator.

Policy 1.7.3 Public Services

- ***The City shall deny or delay annexations of properties that would cause a decrease in the City's ability to provide adequate public services to existing City residents at approved LOS standards, until such time as the deficiency can be corrected. Public services to be considered include, but are not limited to:***
  - ***Potable water***
  - ***Wastewater***
  - ***Stormwater***
  - ***Police***
  - ***Fire protection***
  - ***Road maintenance***
  - ***Garbage collection***
  - ***Parks and recreation***

The statement provided by the City Engineering Manager, included with this package, indicates that all services indicated above can and will be provided by the City concurrent with any projected improvements to the site. The provision of services will be confirmed in the development review process as any potential projects move forward. As these are City owned parcels and are intended to be used for public purposes, it is expected that the proposed development of the site will improve the City's capacity and level of service.

Policy 1.7.4 Fiscal Impact

- ***The City shall not approve a proposed annexation if a fiscal impact assessment of the property shows a negative benefit to the City, unless the annexation is to correct an overriding public health or safety issue.***

Purpose of this annexation is to incorporate a City owned property which has been purchased, in part, to consolidate and relocate City services from another City owned parcel that will be redeveloped as part of an important economic development project in the City's urban core. A report from Research Data Services, Inc. is attached to and made a part of this report that addresses the potential economic impact of this annexation.

Policy 1.7.5 Assignment of Future Land Use

- ***The City shall assign land annexed into the City a future land use category during the next comprehensive plan amendment cycle, consistent with all policies in this Comprehensive Plan and adjacent land use categories, as shown on the adopted Future Land Use Map.***

Amendments to the Future Land Use Map and zoning map for the City is in process and is expected to be heard by the Planning Commission on June 18, 2025 with First Reading at City Council on July 23, 2025. The City will be considering a designation of Industrial for both the Future Land Use and zoning.

Policy 1.7.6 Public Facilities Efficiency

- **The City shall encourage annexation of property where the annexation promotes the efficiency of utilities or roadways.**

The proposed annexation of this City owned property will provide for efficient service delivery due to it being contiguous to a parcel to the north that is currently served by both City water and sewer. The proposed use of the site will also improve the efficiency of City utilities.

STAFF COMMENTS:

This voluntary annexation of City owned property for public purposes is intended to allow for the efficient relocation and improvement of City services. This relocation will provide for the redevelopment of a property in the City's urban core and promote economic development. The City purchased the

property with this intent and will be requesting a future land use and zoning map change that is consistent with the current land use and zoning in the County and allow for the proposed uses.

City Council heard this Ordinance on First Reading on June 11, 2025. City Council may adopt Ordinance 4061 on Second reading following a public hearing.

Respectfully submitted,

Robin D. Singer
Planning & Community Development Director

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Zoning Map

EXHIBIT "D": Water/Sewer Services Map

EXHIBIT "A"
Location Map

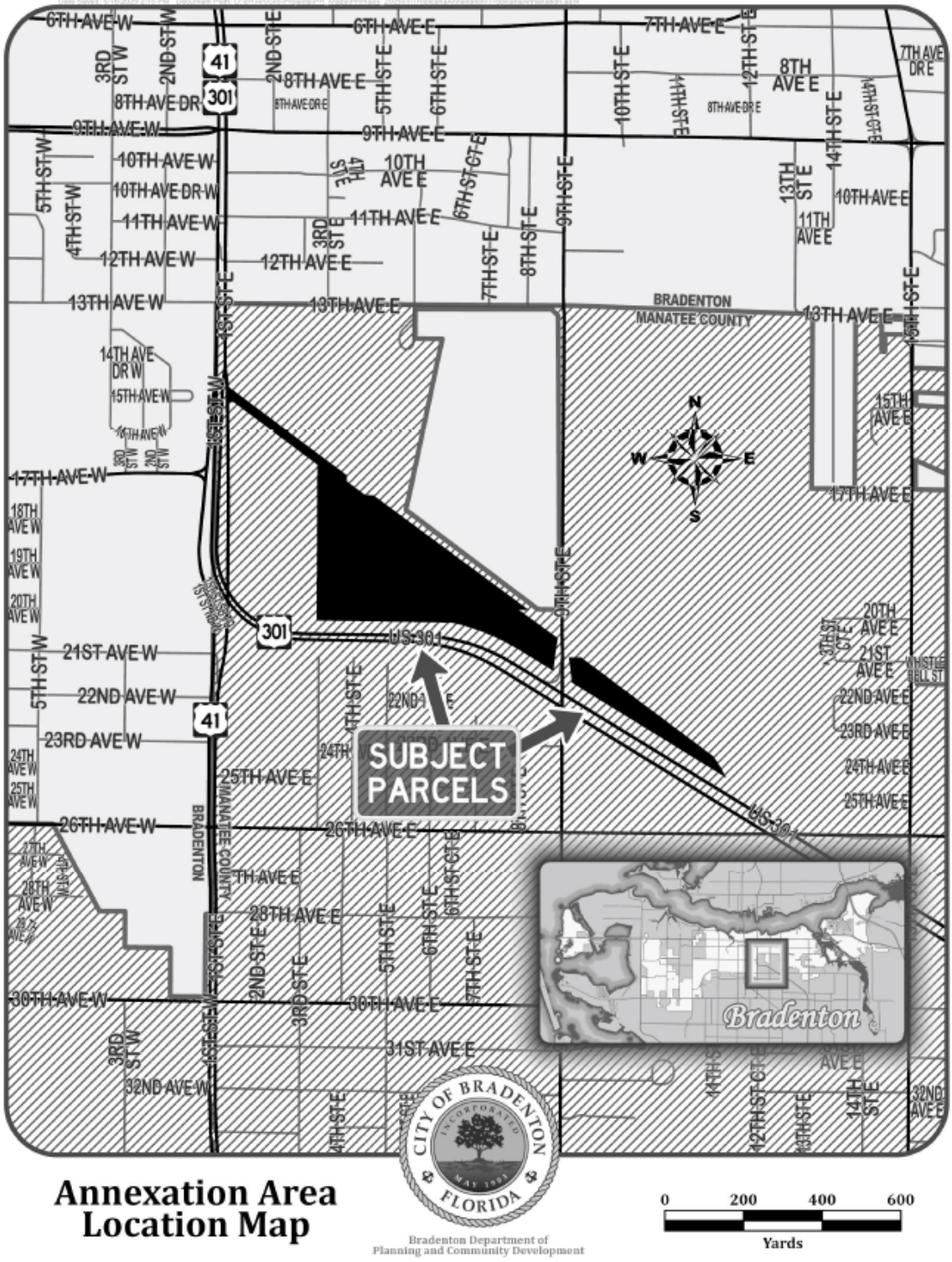
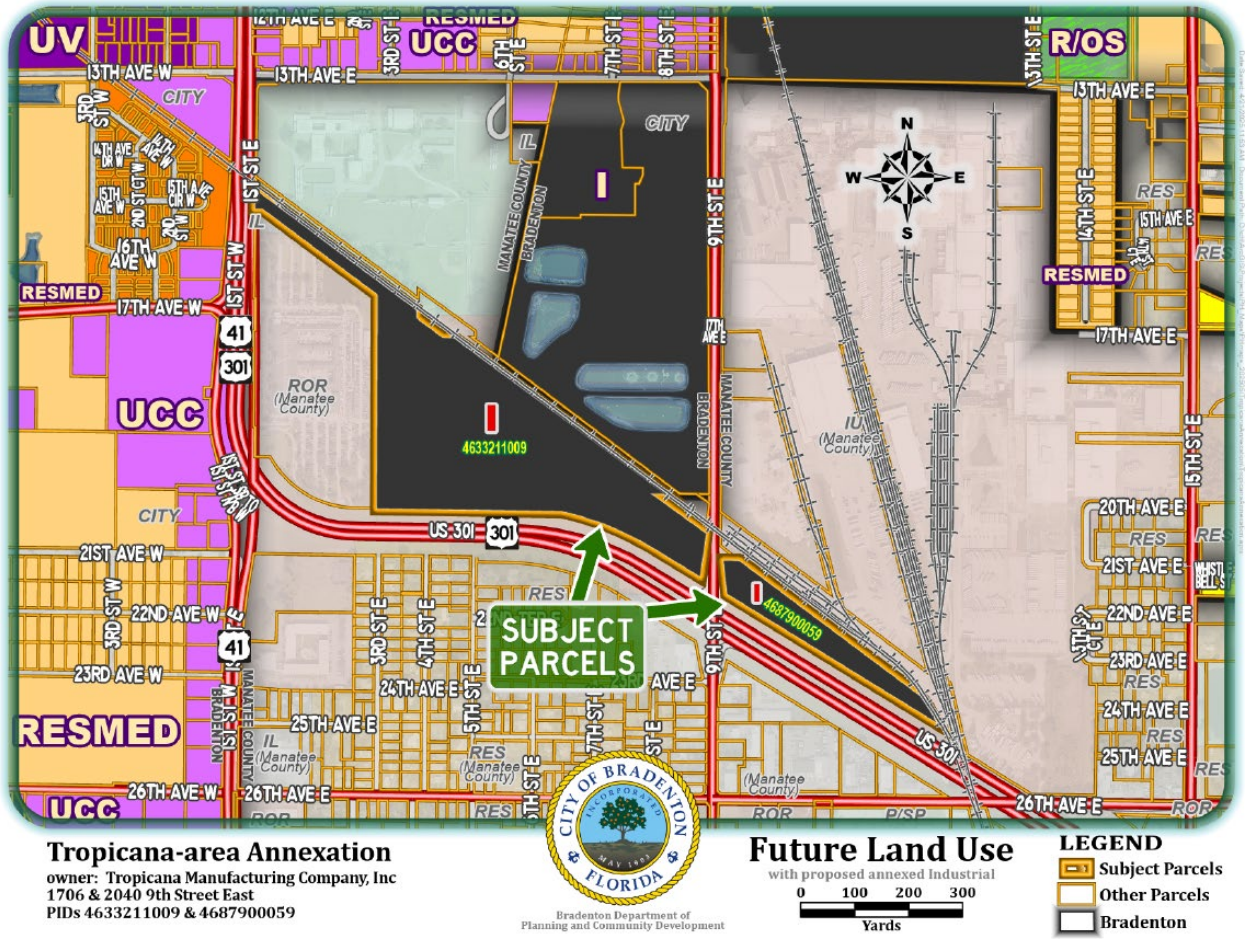


EXHIBIT "B"
Future Land Use Map



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

Bradenton Department of Planning and Community Development

Future Land Use
with proposed annexed Industrial
0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT "C"
Zoning Map

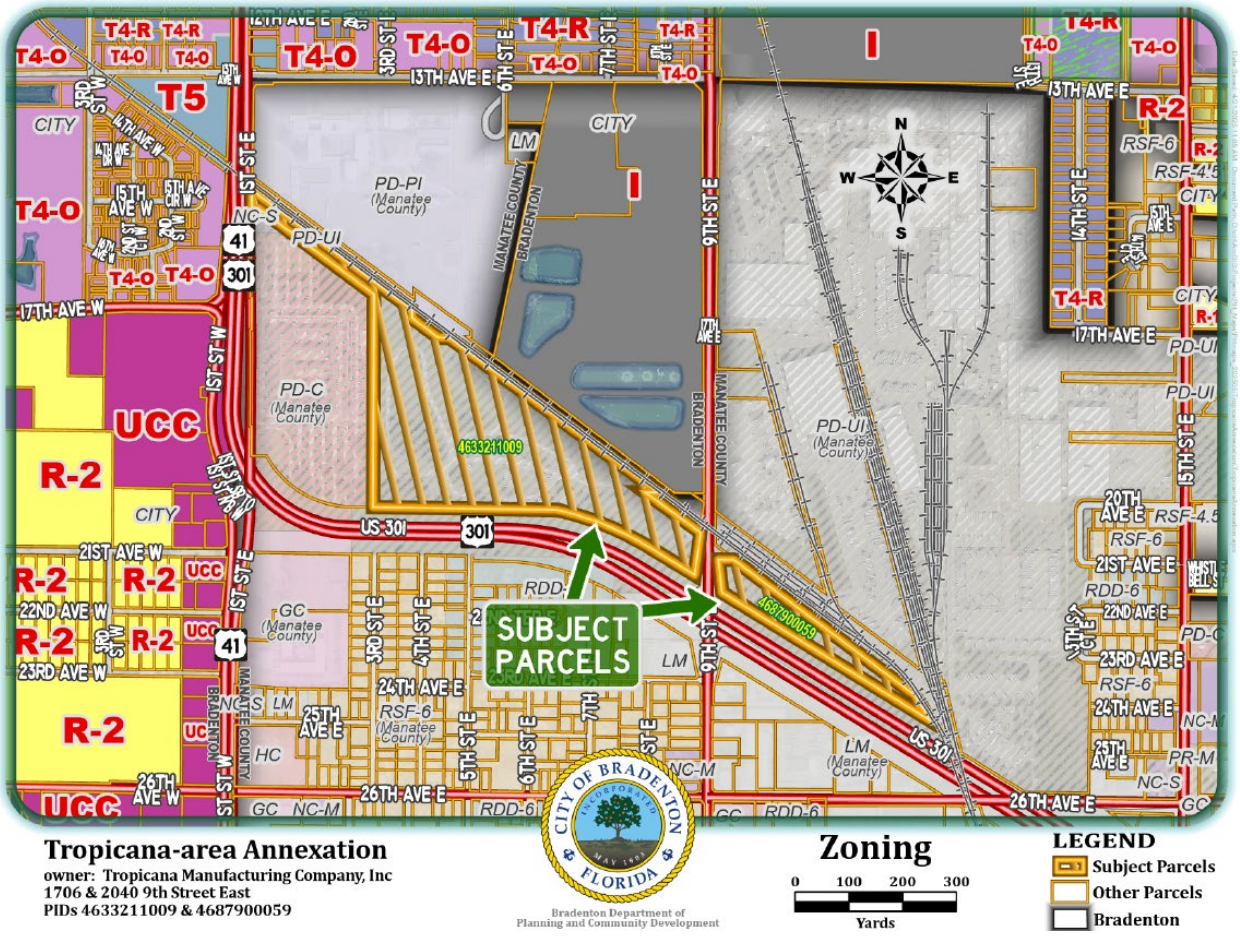
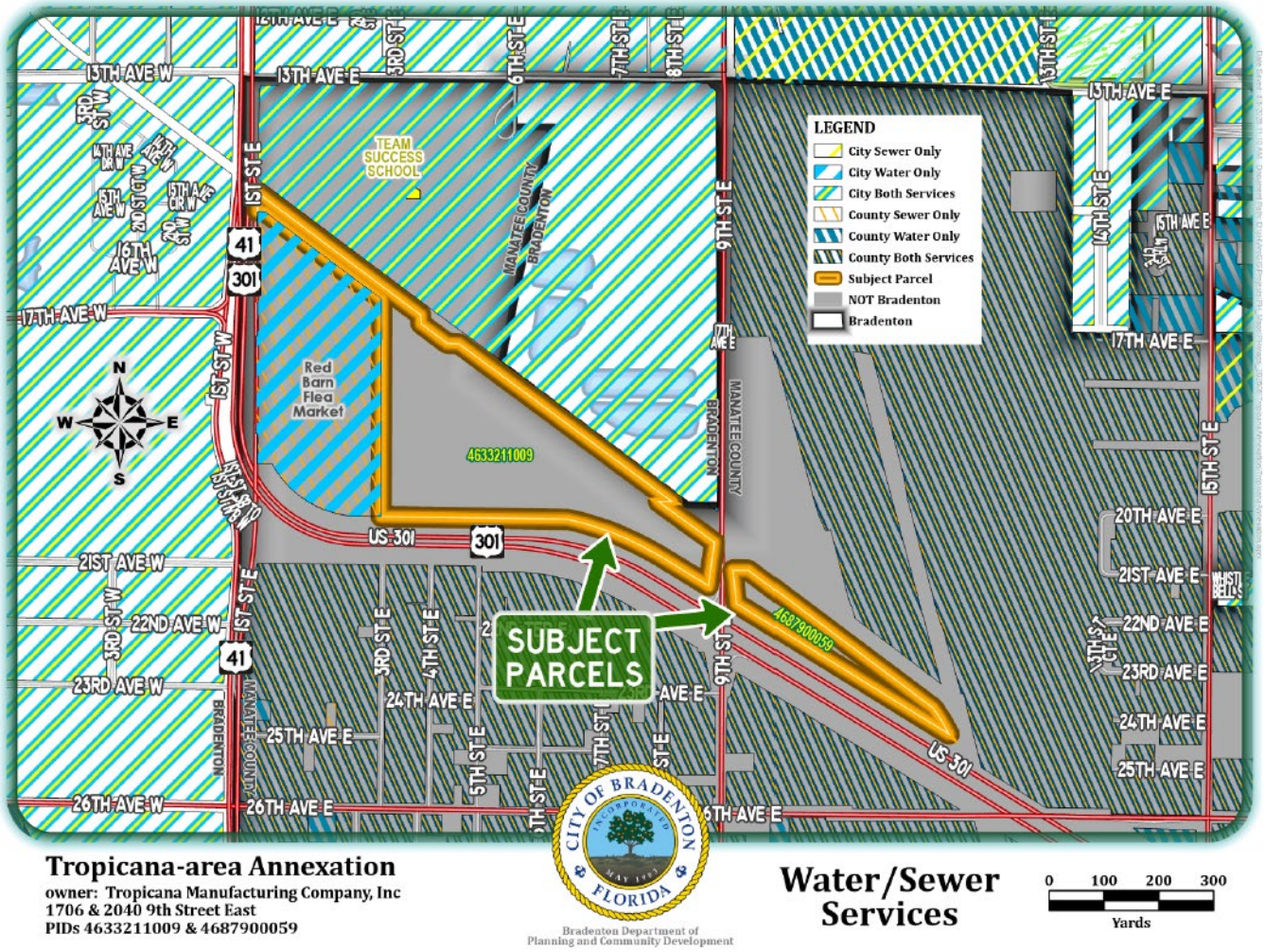


EXHIBIT "D"
Water/Sewer Services Map



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA
Bradenton Department of Planning and Community Development

Water/Sewer Services

0 100 200 300
Yards

Kim Clayback P.E., Engineering Manager

Public Works & Utilities | 888 13th Ave E | Bradenton, Florida 34208
941.708.6300 | kim.clayback@bradentonfl.gov
www.cityofbradenton.com

Technical Memorandum
Annexation from Manatee County to City of Bradenton
PID 4633211009 and 4687900059

The City of Bradenton intends to annex PID's 4633211009 and 4687900059 from unincorporated Manatee County into the City of Bradenton's jurisdiction. The intended use of the property is industrial in that the City intends on constructing a Public Works and Utilities Field Support Complex.

Existing Utilities are found throughout the site and are described below:

- A ±3100-ft 24" water transmission main is located immediately outside of the CSX railroad ROW on PID 4633211009 and on PID 4687900059 is an additional ±1300-ft 24" water transmission line is on the south side of the property immediately outside of the FDOT ROW along US301. This line is not meant to provide service to customer as it routes water from the water treatment plant to the high service pump station.

- Reclaimed water facilities are on site; a 2MG tank reuse tank with ancillary structures is located on the south side of the property; the area is fenced and includes a FPL transformer. A ±250-ft pipeline extends north from the tank to the 18" reclaimed line adjacent to the railroad. A second pipeline, ±800-ft, extends to the east to 9th St E.

- On PID 4633211009 a ±3100-ft 18" reuse transmission main is located immediately outside the CSX railroad ROW. The line crosses 9th St E and ±1300-ft of 18" reclaimed water pipe is on the south side of the property immediately outside of the FDOT ROW along US301.

- PID 4687900059 has a backflow and fire hydrant on the property; both are connected to the City reclaimed water transmission line.

- No sanitary facilities are currently on the properties.

- Valves associated with the reclaimed water line and the water transmission main are located within the property bounds of both parcels.

- Several stormwater dry ponds and swales are located on PID 4633211009. The environmental resource permits (ERP) associated with parcel are ERP 6551.004 and 13215.003 with the permittee identified as Tropicana Products. Additionally, CSX Transportation is the permittee for additional stormwater activities with ERP 17270.000. Runoff from the Red Barn was permitted under ERP 8548.000 and 001where runoff is directed to the swale system adjacent to the railroad. Multiple

stormwater pipes associated with these systems are located throughout the north side of the property.

- A billboard is located on PID 4687900059. The ownership of the advertisement appears to be Tropicana. A lease was discovered from 2007 between FDOT and CST Enterprises; the lease has expired.

- Two Tropicana monument signs are within the property boundaries.

- Overhead electric appears throughout the property.

From the Future Land Use Element of the City's Comprehensive Plan, the City is required to provide adequate service for potable water, wastewater, stormwater, police, fire protection, roadway maintenance, garbage collection and parks and recreation.

- Potable Water
  A City owed 8" PVC water line crosses US301 to serve the adjacent property known as the Red Barn Flea Market. The construction of an extension of this line will provide adequate water service to the two parcels noted above. The pipe extension to the proposed annexed properties will be constructed, owned, and maintained by City of Bradenton Public Works.

- Wastewater
  Wastewater service to the two parcels noted above shall be provided via an internal collection system for the sanitary facilities and a small package pump system to connect to an existing City force main located in the right of way on the east side of US301.

- Stormwater
  Stormwater is required to be managed on the site, several permittees are associated with the environmental resource permits, Tropicana and CSX. The facilities permitted previously shall be taken into account in the calculations and stormwater management system for PID 4633211009. Additionally, the Red Barn utilizes the swale along the north side of the property adjacent to the railroad to manage stormwater runoff.

- Police and Fire Protection
  City Police and Fire will cover the needs at the new Public Works Field Operations Center.

- Roadway Maintenance
  The roadways within the property will have limited public access with the primary users being city maintenance vehicles. The City's internal Street Department will be responsible for maintaining the internal roads. Ingress-egress decisions shall be included during the design phase.

- Garbage Collection
  City Solid Waste is being relocated to the Field Operations and Center and will be responsible for waste removal from the yard.

- Parks and Recreation
  The intended industrial use of the property and the consideration the property is owned by the City does not allow for parks and recreational areas to be considered.

The property is the future home of the Public Works Field Operations Center. With consolidated operations and workforce, the annexation will help to improve the level of service offered through Public Works and Utilities to our residents and businesses as well as increased security for the multi-million dollars of assets on site.

Gene Brown	Jayne Kocher	Marianne Barnebey	Josh Cramer	Lisa Gonzalez Moore	Pam Coachman
Mayor	*Ward 1*	*Ward 2*	*Ward 3*	*Ward 4*	*Ward 5*

City of Bradenton Proposed Annexation of Parcel ID #46332.1100/9 and Parcel ID #468790005/9

Policy 1.7.4 Fiscal Impact

The City of Bradenton is proposing to annex the two parcels referenced above into the City limits. The purpose of this annexation is to redevelop the property and construct a new Public Works Facilities, including:

- Solid Waste
- Fleet Maintenance
- Warehouse
- Water/Sewer – collection & distribution
- Landscape & Grounds
- Streets
- Drainage

While the annexation of this property into City Limits will not add to the tax roll as it will be a City owned exempt property, it will not create a negative fiscal impact to the City either. In fact, the vacating of the City's existing Public Works Facility to create "City Park" will result in a tremendous economic impact for the City of Bradenton and Manatee County.

The City Park concept will accomplish community re-development with a focus on neighborhood development for youth education, sports, activities, programs and will provide sports tourism economic development on a year-round basis. Attached hereto is a letter from Research Data Services, Inc. which outlines the possible economic benefits expected from the addition of just one baseball field in City Park.

RESEARCH DATA SERVICES, INC.
2612 WEST LYKES COURT • TAMPA FLORIDA 33611
TEL (813) 254-2975

April 4, 2023

Mr. Elliott Falcione, Executive Director
Bradenton Area Convention and Visitor's Bureau
One Haben Boulevard
Palmetto, Florida 34221

Dear Elliott:

It is my understanding that the City of Bradenton and Manatee County have the opportunity to add a third full-sized baseball field at City Park, adjacent to the LECOM Park facilities. This additional field would create a complex that would give the community the opportunity to host more and larger baseball/softball tournaments, resulting in an enhancement of economic stimulus in a corridor of the urban core that is undergoing a redevelopment phase.

The BSC National Championship organized by Perfect Game USA is an example of the type of event that Manatee County would be able to host with the addition of a third field in the City Park/LECOM Field complex. It is a national baseball tournament for ages 10 to 18. Based on information provided by Perfect Game USA, the tournament includes six events spanning five weeks from June to July. The Championship attracts over **490** teams with more than **7,700** student athletes. Including parents, siblings, coaches, referees, and other friends and relatives, this would represent event attendance of over **19,000** people with a length of stay of five to seven days.

It is our estimate that an event of this size would yield **$16,750,000** of direct expenditures in Manatee County. When the ripple effects of these expenditures are included, the total economic impact of the event on the destination would be **$26,450,000**. This estimate is based on our research of similar events and information we were provided by the Bradenton Area Convention and Visitors Bureau. It is a very conservative estimate of the impact an event of this scope would bring to the destination.

RESEARCH DATA SERVICES, INC.
2612 WEST LYKES COURT • TAMPA, FLORIDA 33611
TEL (813) 254-2975

In addition to a large tournament like the Perfect Game Championship, the additional field would provide Manatee County more flexibility in hosting existing baseball and softball events and allow the destination to present a more competitive bid package for future events like:

- The Grand Slam Sports Tournaments World Series
- The Baseball Factory National World Series
- United States Specialty Sports Association (USSSA) / American Athletic Union (AAU) Baseball
- U-18 Baseball World Cup (Hosted at LECOM Park in 2022)
- High School and College level baseball events

Please let us know if you have any questions or need additional information.

Cordially,

Anne Wittine
Director of Quantitative Research
Research Data Services, Inc.
2612 West Lykes Court
Tampa, Florida 33611

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

Surveyor's Notes:

1) This is a boundary survey.

2) Subject parcels are in unincorporated Manatee County and not within the boundary of the City of Bradenton.

3) Bearing are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East being N00° 19' 42"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

4) Coordinates are in U.S. Survey Feet and are based on the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

5) Distances are in U.S. Survey Feet

6) The subject property lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12081C0306F for Manatee County, Florida Community No. 120153, dated August 10, 2021 and issued by the Federal Emergency Management Agency.

7) Underground improvements shown here on are per above ground evidence only. No excavation was performed to verify the location or existence of any underground improvements, structures or foundations. This document should not be relied upon for excavation or critical design functions without field verification of under ground improvement locations.

8) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A2, Issuing Office File Number 41324.042, Commitment Date, May 17, 2024 at 11:00pm. No other instruments of record, rights-of-way and/or ownership are known by, or were furnished this Surveyor except as shown hereon.

9) The description for the City of Bradenton utility easement recorded in Official Records Book 1411, Page 6478 is found in the City of Bradenton temporary construction easement document recorded in Official Records Book 1411, Page 6480.

10) This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to boundary surveys.

11) Any additions or deletions to this sketch of survey by other than the signing party without written consent of the signing party is prohibited.

12) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

13) Fence ownership is undetermined.

14) Date of survey represents last date of field measurements.

15) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION:

PARCEL 1:

TROPICANA SOUTHWEST PARCEL (COUNTY)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 34 S, RANGE 17 E; THENCE N 00°19'50" E, ALONG THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1437.44 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD COASTLINE RAILROAD); THENCE N 53°11'51" W, ALONG THE SOUTHWESTERLY LINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH THE C.S.X. MAIN LINE TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 67.18 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY WITH THE WESTERLY RIGHT-OF-WAY OF 9TH STREET EAST, AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A **POINT OF BEGINNING**; THENCE CONTINUE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 374.18 FEET; THENCE S 88°54'10" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, **68.54** FEET; THENCE 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1446.68 FEET; THENCE N 89°05'05" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.24 FEET; THENCE N 53°11'51" W, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 179.09 FEET; THENCE N 00°23'07" E, ALONG SAID C,.S.X. RAILROAD RIGHT-OF-WAY, 49.71 FEET: THENCE N 53°11'51" W, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1104.58 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55; THENCE S 00°30'55" E, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 55, A DISTANCE OF 96.51 FEET; THENCE N 89°29'05" E, A DISTANCE OF 27.63 FEET; THENCE S 53°11'51" E, PARALLEL WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND 60.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 802.97 FEET; THENCE S 00°24'36" W, A DISTANCE OF 1184.93 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T RIGHT-OF-WAY MAPS; THENCE S 89°04'20" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 683 (U.S. 301), A DISTANCE OF 719.47 FEET; THENCE S 89°03'49" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 307.14 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 12°01'01" W, A DISTANCE OF 1592.39 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'46", A DISTANCE OF 542.77 FEET TO THE **POINT OF TANGENT OF** SAID CURVE; THENCE S 58°27'13" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 308.55 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF AFORESAID 9TH STREET EAST; THENCE N 07°40'57" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID 9TH STREET EAST, A DISTANCE OF 233.52 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 36, TOWNSHIP 34 S, RANGE 17 E, MANATEE COUNTY, FLORIDA.

CONTAINING 28.31 ACRES MORE OR LESS.

PARCEL 2:

TROPICANA PARK (PARCEL A)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF, THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A **POINT OF BEGINNING**; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY A DISTANCE OF 948.56 FEET; THENCE S 00°16'20" W, LEAVING SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 121.85 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF- WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W. ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, A DISTANCE OF 970.67 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST; THENCE N 06°00'58" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 184.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

PARCEL 3:

TROPICANA PARK (PARCEL B)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E. ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 13120-2506; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET FOR A **POINT OF BEGINNING**; THENCE CONTINUE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 306.82 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 53°17'55" W, 930.06 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'25", A DISTANCE OF 168.12 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, 391.96 FEET; THENCE N 00°16'20" E, A DISTANCE OF 121.85 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S. RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 4.08 ACRES MORE OR LESS

Schedule B-II of Old Republic National Title Insurance Company, Commitment Number 1524825A2:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
NOT A MATTER OF SURVEY

2. a. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
NOT A MATTER OF SURVEY

b. Rights or claims of parties in possession not recorded in the Public Records.
NOT A MATTER OF SURVEY

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
NO ENCROACHMENT FOUND.
CSX SHED PLOTTED ON SHEET 2
CSX USE OF SITE AS DEBRIS STORAGE ADJACENT TO RAILROAD TRACKS IN VARIOUS LOCATIONS- NOT PLOTTED
CSX & FDOT DRAINAGE THROUGH PARCEL 1 DRAINAGE DITCHES TO ROBINSON'S POND DITCH SYSTEM PLOTTED ON SHEETS 3 & 5
BILLBOARD PLOTTED ON SHEET 6

d. Easements or claims of easements not recorded in the Public Records.
NOT A MATTER OF SURVEY

e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
NOT A MATTER OF SURVEY.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
NOT A MATTER OF SURVEY.

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
NOT A MATTER OF SURVEY.

5. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 474. Page 351, Public Records of Manatee County, Florida. (as to Parcel 1)
NOT A MATTER OF SURVEY. ONLY THE PORTION OF O.R. BOOK 474, PG 351 THAT AFFECTS PARCEL 1 IS PLOTTED ON SHEET 8.
O.R. BOOK 474, PG 351 ALSO EXTENDS OVER PARTS OF US HIGHWAY 301, SHEPARDS RED BARN PARCEL (PID 4635900109) & THE TROPICANA PARCEL NORTH OF THE CSX RAILROAD RIGHT-OF-WAY (PID 4632800109).

6. Intentionally deleted. A2

7. Easement to Florida Power & Light Company recorded in O.R. Book 1175, Page 357, Public Records of Manatee County, Florida. (as to Parcels 2 & 3)
PLOTTED ON SHEETS 6 & 7.

8. Utility Easement in favor of the County of Manatee, a political subdivision recorded in O.R. Book 1353, Page 2765, Public Records of Manatee County, Florida. (as to Parcel 1)
PLOTTED ON SHEET 4.

9. Revised A1- Grant of Utility Easement(s) in favor of the City of Bradenton, a municipal corporation recorded in O.R. Book 1411, Page 6462, and O.R. Book 1411, Page 6468, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

10. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1411, Page 6478, and O.R. Book 1411, Page 6480, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 2, 3, 5 & 6 (DESCRIPTION FOR OR 1411, PG 6478 FOUND IN OR 1411, PG 6468).

11. Revised A1 - Grant of Utility Easement in favor of the City of Bradenton recorded in O.R. Book 1411, Page 6484, Public Records of Manatee County, Florida. (as to Parcels 2 & 3) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 6 & 7.

12. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7062, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

13. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7069, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 2, 3, 5 & 6.

14. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7076, Public Records of Manatee County, Florida. (as to Parcels 2 & 3) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 6 & 7

15. Revised A1- Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 1531, Page 7071, Public Records of Manatee County, Florida, without right of entry, (as to Parcel 3)
NOT A MATTER OF SURVEY. THE AREA OF OR BOOK 1531, PG 7071 IS PLOTTED ON SHEET 9.

16. Revised A1 - Utility Easement Booster Pump Station in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1632, Page 4422, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 4, 5 & 6.

17. Revised A1 - Utility Easement Water Reuse In favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1639 Page 4495, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 5.

18. Easement to Florida Power & Light Company recorded in O.R. Book 1671, Page 6901, Public Records of Manatee County, Florida. (as to Parcels 1, 2 & 3)
PLOTTED ON SHEETS 5 & 6.

19. Right-of-Way Easement in favor of County of Manatee, a Political Subdivision of the State of Florida, for roadway purposes, pedestrian sidewalks, street lighting, underground and overhead utilities, and surface and underground drainage recorded July 30, 2008, in O.R. Book 2268, Page 4531, Public Records of Manatee County, and Florida. (as to Parcel 1)
PLOTTED ON SHEETS 5 & 6.

20. Drainage Easement in favor of the County of Manatee, a Political Subdivision of the State of Florida, recorded in O.R. Book 2268, Page 4534, Public Records of Manatee County, Florida. (as to Parcel 1)
PLOTTED ON SHEETS 3, 5 & 6.

21. Revised A2 - Grant of Utility Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 2328, Page 1749, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

22. Rights of the lessees under unrecorded leases. (as to all Parcels)
NOT A MATTER OF SURVEY.

Certified to:
The City of Bradenton, a municipal corporation of the State of Florida
Blalock Walters, PA
American Land Title Association

David E Cronkhite — Digitally signed by David E Cronkhite, Date: 2024.08.09 13:45:08 -04'00'

DAVID E. CRONKHITE, PSM
FLORIDA CERTIFICATE NO. 6078

08/08/2024
DATE OF SURVEY

DAVID E CRONKHITE — License Number 6078 — STATE OF FLORIDA — Professional Surveyor and Mapper

DATE	REVISIONS	BY

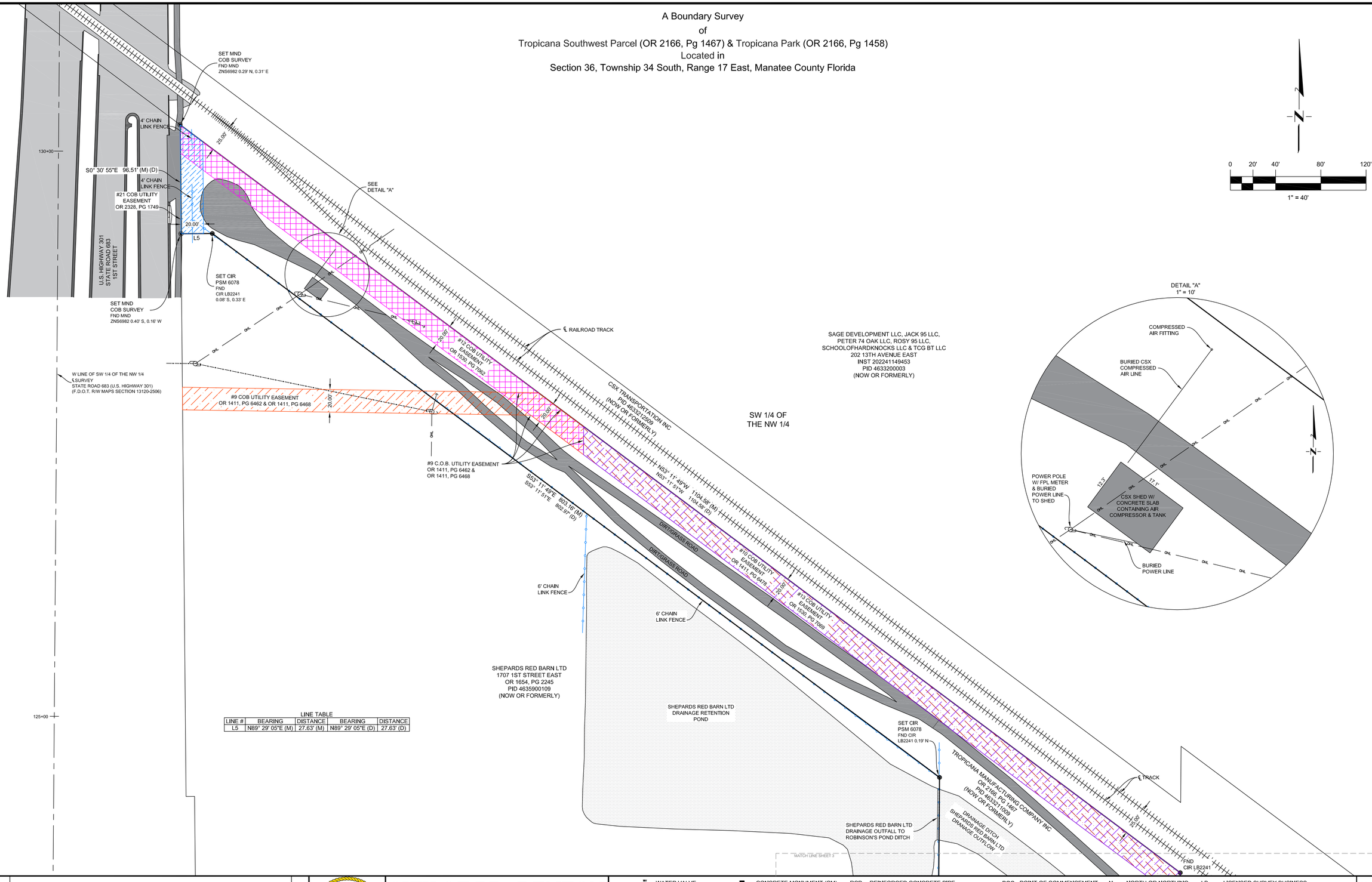
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)
RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

POC =POINT OF COMMENCEMENT
POB =POINT OF BEGINING
PC =POINT OF CURVE
PT =POINT OF TANGENT
℄ =CENTER LINE
RW =RIGHT-OF-WAY
(M) =FIELD MEASURED DATA
(D) =DEED DATA
N. =NORTH OR NORTHING
E. =EAST OR EASTING
S. =SOUTH
W. =WEST
UNK =UNKNOWN
FND =FOUND
L# =LINE NUMBER
C# =CURVE NUMBER
LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 1 OF 9
SCALE: 1" = 40'
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida



LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L5	N89° 29' 05"E (M)	27.63' (M)	N89° 29' 05"E (D)	27.63' (D)

DATE | REVISIONS | BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
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=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
=OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

RCP =REINFORCED CONCRETE PIPE
RCPE=REINFORCED CONCRETE PIPE ELLIPTICAL
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PLS =PROFESSIONAL LAND SURVEYOR
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SHEET 2 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

MATCH LINE SHEET 3

S LINE OF SW 1/4 OF THE NW 1/4
N LINE OF NW 1/4 OF THE SW 1/4

S LINE OF SE 1/4 OF THE NW 1/4
N LINE OF NE 1/4 OF THE SW 1/4

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

CSX TRANSPORTATION INC
PID 463221208
(NOW OR FORMERLY)

DIRTGRASS ROAD

FND CIR LB2241

L4 — 20.00'

65.00'

N53° 11' 49"W 179.09' (M)
N53° 11' 51"W 179.05' (D)

℄ TRACK

L3

FND CIR LSF B2241

FND CIR LB2241

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

ASPHALT ROAD

DRAINAGE DITCH
SHEPARDS RED BARN LTD
DRAINAGE OUTFLOW

NW 1/4 OF
THE SW 1/4

NE 1/4 OF
THE SW 1/4

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SW 1/4

6' CHAIN
LINK FENCE

S0° 24' 53"W 1185.10' (M)
S0° 24' 36"W 1184.93' (D)

DRAINAGE
RETENTION POND

36" RCP
HEADWALL
18" PVC
#20 END OF MC
DRAINAGE EASEMENT
OR 2268, PG 4534
RAILROAD
CROSSING
GATE
30" x 60" RCPE
30" RCP
18" STP
OHL
DRAINAGE DITCH
FDOT & CSX
DRAINAGE
OUTFALL
N53° 11' 49"W 1446.68' (M)
N53° 11' 51"W 1446.68' (D)
#20 MC DRAINAGE
EASEMENT
OR 2268, PG 4534

0 20' 40' 80' 120'
1" = 40'

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L3	N89° 05' 05"W (M)	68.24' (M)	N89° 05' 05"W (D)	68.24' (D)
L4	N00° 23' 07"E (M)	49.71' (M)	N00° 23' 07"E (D)	49.71' (D)

MATCH LINE SHEET 4

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

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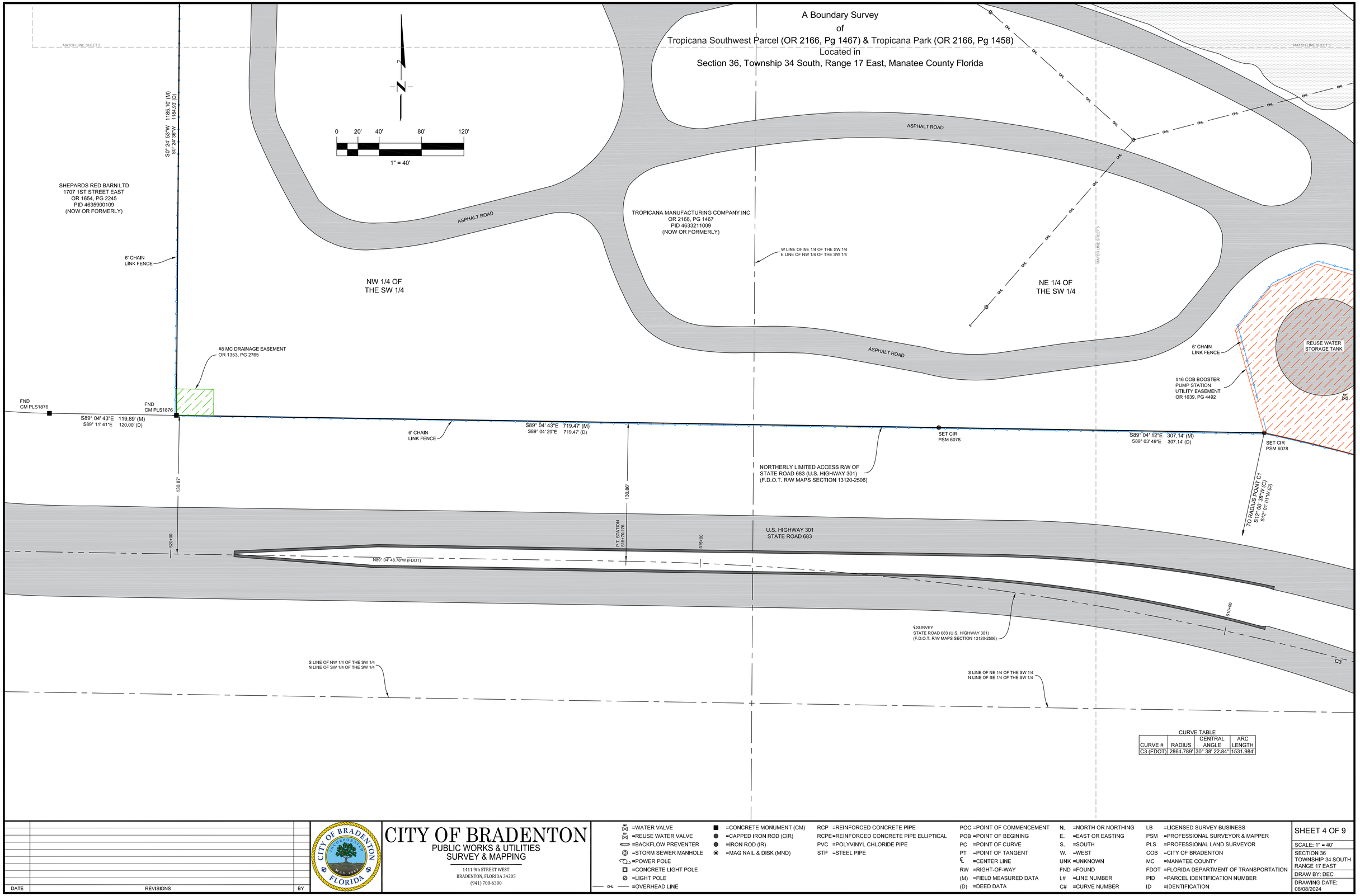
STP =STEEL PIPE

POC	=POINT OF COMMENCEMENT	N,	=NORTH OR NORTHING	LB	=LICENSED SURVEY BUSINESS
POB	=POINT OF BEGINING	E,	=EAST OR EASTING	PSM	=PROFESSIONAL SURVEYOR & MAPPER
PC	=POINT OF CURVE	S,	=SOUTH	PLS	=PROFESSIONAL LAND SURVEYOR
PT	=POINT OF TANGENT	W,	=WEST	COB	=CITY OF BRADENTON
℄	=CENTER LINE	UNK	=UNKNOWN	MC	=MANATEE COUNTY
RW	=RIGHT-OF-WAY	FND	=FOUND	FDOT	=FLORIDA DEPARTMENT OF TRANSPORTATION
(M)	=FIELD MEASURED DATA	L#	=LINE NUMBER	PID	=PARCEL IDENTIFICATION NUMBER
(D)	=DEED DATA	C#	=CURVE NUMBER	ID	=IDENTIFICATION

SHEET 3 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE:
08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

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=LIGHT POLE
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FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
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SHEET 4 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

N

0 20' 40' 80' 120'
1" = 40'

MATCH LINE SHEET 3

CSX TRANSPORTATION INC
PID 463221209
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

OLDCASTLE APG SOUTH INC
OR 2238, PG 3969
1709 9TH STREET EAST
PID 4686410103
(NOW OR FORMERLY)

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L1	N53° 11' 49"W (M)	63.30' (M)	N53° 11' 51"W (D)	67.18' (D)
L2	S88° 54' 10"E (M)	68.54' (M)	S88° 54' 10"E (D)	68.54' (D)
L6	S89° 17' 56"E (M)	59.75' (M)	S89° 18' 13"E (D)	60.00' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1 (M)	1592.39'	19° 31' 46"	542.77'	S12° 00' 38"W
C1 (D)	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W
C1 (FDOT)	1592.39'	19° 29' 30"	541.72'	
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'	

#20 MC DRAINAGE EASEMENT OR 2268, PG 4534
#13 COB UTILITY EASEMENT OR 1530, PG 7069
#10 COB UTILITY EASEMENT OR 1411, PG 6478
FDOT & CSX DRAINAGE OUTFALL
ASPHALT ROAD
℄ TRACK
SET CIR PSM 6078
L2
HEADWALL
30" RCP
FND CIR LB2241
DRAINAGE DITCH
FDOT DRAINAGE OUTFALL
FPL TRANSFORMER
REUSE WATER STORAGE TANK
6' CHAIN LINK FENCE
#16 COB BOOSTER PUMP STATION UTILITY EASEMENT OR 1639, PG 4492
NE 1/4 OF THE SW 1/4
TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)
#17 COB WATER REUSE UTILITY EASEMENT OR 1639, PG 4495
#20 MC DRAINAGE EASEMENT OR 2268, PG 4534
N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)
SHELL ROAD
S89° 04' 12"E 307.14' (M)
S89° 03' 49"E 307.14' (D)
SET CIR PSM 6078
TO RADIUS POINT C1
S12° 00' 38"W (C)
S12° 01' 01"W (D)
MATCH LINE SHEET 4
C1
FDOT DRAINAGE OUTFALL
30" RCP
6' CHAIN LINK FENCE
#18 FPL EASEMENT OR 1671, PG 6901
NORTHERLY LIMITED ACCESS R/W OF STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)
510+00
C3
U.S. HIGHWAY 301
STATE ROAD 683
SET CIR PSM 6078 FND 5/8 " IR 0.17' N, 0.32' E
S LINE OF NE 1/4 OF THE SW 1/4
N LINE OF SE 1/4 OF THE SW 1/4
S24° 27' 36"E 308.41' (M)
S58° 27' 13"E 309.55' (D)
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)
505+00
SE 1/4 OF THE SW 1/4
#19 MC RIGHT-OF-WAY EASEMENT OR 2268, PG 4531
TROPICANA MONUMENT SIGN
7' METAL BAR FENCE
WATER AIR RELEASE VALVE
REUSE WATER AIR RELEASE VALVE
POC PARCEL 1
SE CORNER OF SW 1/4
SECTION 36, T34S, R 12E
SET CIR PSM 6078
POB PARCEL 1
FND CIR LB2241
L7
SOUTHWESTERLY RW CSX
W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SE 1/4
9TH STREET EAST
POC PARCEL 2 & 3
233.52' (M) (D)
N0° 40' 57"E
L6
S89° 17' 56"E 87.77' (M)
S89° 18' 13"E 87.61' (D)
FND CIR LB2241
#18 FPL EASEMENT OR 1671, PG 6901
7' METAL BAR FENCE
TROPICANA MONUMENT SIGN
N0° 19' 42"E 1437.41' (M)
N0° 19' 50"E 1437.44' (D)
374.18' (M)
374.18' (D)
N53° 11' 49"W
N53° 11' 51"W
65.00'
NW 1/4 OF THE SE 1/4
CSX TRANSPORTATION INC
PID 463221209
(NOW OR FORMERLY)
SET CIR PSM 6078 FND 5/8" IR DISTURBED
6' CHAIN LINK FENCE
MATCH LINE SHEET 6

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

POC =POINT OF COMMENCEMENT
POB =POINT OF BEGINING
PC =POINT OF CURVE
PT =POINT OF TANGENT
℄ =CENTER LINE
RW =RIGHT-OF-WAY
(M) =FIELD MEASURED DATA
(D) =DEED DATA

N. =NORTH OR NORTHING
E. =EAST OR EASTING
S. =SOUTH
W. =WEST
UNK =UNKNOWN
FND =FOUND
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LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 5 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

N

0 20' 40' 80' 120'
1" = 40'

NW 1/4 OF THE SE 1/4

MATCH LINE SHEET 5

CSX TRANSPORTATION INC
PID 465321250
(NOW OR FORMERLY)

OLDCASTLE APG SOUTH INC
OR 2238, PG 3969
1709 9TH STREET EAST
PID 4686410103
(NOW OR FORMERLY)

NW 1/4 OF THE SE 1/4

S LINE OF NW 1/4 OF THE SE 1/4
N LINE OF SW 1/4 OF THE SE 1/4

65.00'

POB
PARCEL 1
FND
CIR LB2241

SOUTHWESTERLY R/W CSX RR

L7

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SE 1/4

POB
PARCEL 2
SET CIR
PSM 6078
FND 5/8" IR
DISTURBED

℄ TRACK

20.00'

WESTERLY R/W
9TH STREET EAST

N0° 40' 57"E 233.52' (M) (D)

6' CHAIN LINK FENCE

L6

S89° 17' 56"E 87.77' (M)
S89° 18' 13"E 87.61' (D)

FND
CIR LB2241

SOUTHERLY R/W
9TH STREET EAST

#18 FPL EASEMENT
OR 1671, PG 6901

65.00'

POC
PARCEL 2 & 3
NW COR OF SW 1/4 OF SE1/4, SECTION 36, T34S, R 12E

SET CIR
PSM 6078

9TH STREET EAST

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

7' METAL BAR FENCE

TROPICANA MONUMENT SIGN

MATCH LINE SHEET 6

EASTERLY R/W
9TH STREET EAST

N0° 19' 42"E 1437.41 (M)
N0° 19' 50"E 1437.44 (D)

WATER AIR RELEASE VALVE

REUSE WATER AIR RELEASE VALVE

FND
CIR LB2241

40' x 10' BILLBOARD SIGN
WITH 36" METAL POLE BASE SIGN
LEASE AGREEMENT EXPIRED
(O.R.BOOK 1158, PAGE 2573)
FDOT TAG # AS743 & AS744

P.C. STATION
500+39.62

500+00

REUSE WATER METER VAULT

REUSE WATER HOOKUP

PARCEL 2

#14 COB UTILITY EASEMENT
OR 1530, PG 7076

6' CHAIN LINK FENCE

20.00'

#11 COB UTILITY EASEMENT
OR 1411, PG 6484

12.00'

#7 FPL EASEMENT
OR 1175, PG 357

10.00'

S53° 11' 49"E 948.56' (M)
S53° 11' 51"E 948.56' (D)

N53° 27' 45"W 970.84' (M)
N53° 27' 13"W 970.67' (D)

℄ TRACK

CSX TRANSPORTATION INC
PID 465321250
(NOW OR FORMERLY)

SW 1/4 OF THE SE 1/4

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1458
PID 4687900059
(NOW OR FORMERLY)

W LINE OF SE 1/4
OF THE SW 1/4
E LINE OF SW 1/4
OF THE SE 1/4

MATCH LINE SHEET 7

POC
PARCEL 1
SE CORNER OF SW 1/4
SECTION 36, T34S, R 12E

℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L6	S89° 17' 56"E (M)	59.75' (M)	S89° 18' 13"E (D)	60.00' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

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=BACKFLOW PREVENTER
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=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
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=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
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RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
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PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 6 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

WATER AIR RELEASE VALVE
REUSE WATER AIR RELEASE VALVE
40' x 10' BILLBOARD SIGN WITH 36" METAL POLE BASE SIGN
LEASE AGREEMENT EXPIRED (O.R.BOOK 1158, PAGE 2573)
FDOT TAG # AS743 & AS744
OHL
REUSE WATER METER VAULT
REUSE WATER HOOKUP
PARCEL 2
6' CHAIN LINK FENCE
#14 COB UTILITY EASEMENT OR 1530, PG 7076
20.18'
12.06'
#11 COB UTILITY EASEMENT OR 1411, PG 6484
#7 FPL EASEMENT OR 1175, PG 357
10.00'
SW 1/4 OF THE SE 1/4
TRACK
CSX TRANSPORTATION INC PID 483327250B (NOW OR FORMERLY)
S53° 11' 49"E 948.56' (M)
S53° 11' 51"E 948.56' (D)
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1452 PID 4565700509 (NOW OR FORMERLY)
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1458 PID 4687900059 (NOW OR FORMERLY)
N68° 27' 42"W 970.67' (M)
N68° 27' 13"W 970.67' (D)
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)
MATCH LINE SHEET 6
495+00
SET CIR PSM 6078
FND CIR LB2241 DISTURBED
S0° 16' 20"W 121.85' (M) (D)
NORTHERLY LIMITED ACCESS R/W OF STATE ROAD 683 (U.S. HIGHWAY 301) (F.D.O.T. R/W MAPS SECTION 13120-2506)
#7 END OF FPL EASEMENT OR 1175, PG 357
FND CIR LB2241
PARCEL 3
N53° 11' 49"W 306.82' (M)
N53° 11' 51"W 306.82' (D)
N68° 26' 25.94"W (FDOT)
U.S. HIGHWAY 301
STATE ROAD 683
490+00
N68° 27' 42"W 391.96' (M)
N68° 27' 13"W 391.96' (D)
TO RADIUS POINT (C) S56° 16' 47"W (C) S53° 17' 55"W (D)
REUSE WATER AIR RELEASE VALVE
SET CIR PSM 6078
W LINE OF SE 1/4 OF THE SE 1/4
E LINE OF SW 1/4 OF THE SE 1/4
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1452 PID 4565700509 (NOW OR FORMERLY)
MATCH LINE SHEET 6

N
0 20' 40' 80' 120'
1" = 40'

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C2 (M)	930.06'	10° 21' 19"	168.09'	S53° 16' 47"W
C2 (D)	930.06'	10° 21' 25"	168.12'	S53° 17' 55"W
C2 (FDOT)	929.23'	10° 05' 33"	163.81'	

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
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=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
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RCP =REINFORCED CONCRETE PIPE
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MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 7 OF 9
SCALE: 1" = 40'
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

PART OF
OR 474, PG 351

NW 1/4 OF
THE SW 1/4

NE 1/4 OF
THE SW 1/4

U.S. HIGHWAY 301
STATE ROAD 683

9TH STREET EAST

SET CIR
PSM6078
FND CIR
LB2241 0.19'N

FND
CIR LB2241

FND
CM PLS1876

SET CIR
PSM6078

S LINE OF SW 1/4 OF THE NW 1/4
N LINE OF NW 1/4 OF THE SW 1/4

S LINE OF SE 1/4 OF THE NW 1/4
N LINE OF NE 1/4 OF THE SW 1/4

E LINE OF NW 1/4 OF THE SW 1/4

E LINE OF NW 1/4 OF THE SW 1/4
W LINE OF NE 1/4 OF THE SW 1/4

E LINE OF NE 1/4 OF THE SW 1/4
W LINE OF NW 1/4 OF THE SE 1/4

S LINE OF NW 1/4 OF THE SW 1/4
N LINE OF SW 1/4 OF THE SW 1/4

S LINE OF NE 1/4 OF THE SW 1/4
N LINE OF SE 1/4 OF THE SW 1/4

S0° 24' 53"W 1165.10' (M)
S0° 24' 35"W 1164.30' (D)

N53° 11' 49"W 179.69' (M)
N53° 11' 51"W 179.69' (D)

N53° 11' 49"W 1446.69' (M)
N53° 11' 51"W 1446.66' (D)

S89° 04' 43"E 119.89' (M)
S89° 11' 41"E 120.00' (D)

S89° 04' 43"E 719.47' (M)
S89° 04' 20"E 719.47' (D)

S89° 04' 12"E 307.14' (M)
S89° 03' 49"E 307.14' (D)

N89° 04' 48.78"W (FDOT)

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

S58° 27' 36"E 308.41' (M)
S58° 27' 13"E 308.55' (D)

N7° 40' 39"E 233.52' (M) (D)

P.T. STATION
515+01.76

525+00

520+00

515+00

510+00

505+00

C1

C3

L1

L2

L3

L4

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L1	N53° 11' 49"W (M)	63.30' (M)	N53° 11' 51"W (D)	67.18' (D)
L2	S88° 54' 10"E (M)	68.54' (M)	S88° 54' 10"E (D)	68.54' (D)
L3	N89° 05' 05"W (M)	68.24' (M)	N89° 05' 05"W (D)	68.24' (D)
L4	N00° 23' 07"E (M)	49.71' (M)	N00° 23' 07"E (D)	49.71' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1 (M)	1592.39'	19° 31' 46"	542.77'	S12° 00' 38"W
C1 (D)	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W
C1 (FDOT)	1592.39'	19° 29' 30"	541.72'	
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'	

0 50' 100' 200' 300'
1" = 100'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
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SHEET 8 OF 9
SCALE: 1" = 100'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

PARCEL 2

℄ TRACK

CSX TRANSPORTATION INC
PID 462321209
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

S53° 11' 49"E 948.58' (M)
S53° 11' 51"E 948.56' (D)

SW 1/4 OF
THE SE 1/4

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1458
PID 4687900059
(NOW OR FORMERLY)

N56° 27' 42"W 970.94' (M)
N56° 27' 13"W 970.67' (D)

400'+/-

NORTHERLY LIMITED ACCESS R/W OF
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

SET CIR PSM 6078
FND CIR LB2241
DISTURBED

S0° 16' 20"W 121.85' (M) (D)

N53° 11' 49"W 306.82' (M)
N53° 11' 51"W 306.82' (D)

FND
CIR LB2241

PARCEL 3

OR 1531, PG 7097

SET CIR
PSM 6078

N56° 27' 42"W 391.96' (M)
N56° 27' 13"W 391.96' (D)

SET CIR
PSM 6078

N56° 26' 25.94"W (FDOT)

U.S. HIGHWAY 301
STATE ROAD 683

400'+/-

TROPICANA MANUFACTURING
COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

W LINE OF SE 1/4 OF THE SE 1/4
E LINE OF SW 1/4 OF THE SE 1/4

0 20' 40' 80' 120'
1" = 40'

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C2 (M)	930.06'	10° 21' 19"	168.09'	S53° 16' 47"W
C2 (D)	930.06'	10° 21' 25"	168.12'	S53° 17' 55"W
C2 (FDOT)	929.23'	10° 05' 33"	163.81'	

DATE	REVISIONS	BY

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BRADENTON, FLORIDA 34205
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SHEET 9 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4062 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND
GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE
PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON, UNDER THE INDUSTRIAL FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for August 13, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is pursuing an annexation of the subject property. As part of the annexation process, the property must be assigned a future land use

designation and a zoning classification under the City of Bradenton regulations. The proposed future land use is Industrial, which is a continuation of the designation assigned to adjacent property within Bradenton's jurisdiction.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for August 13, 2025.

ATTACHMENTS:
Ordinance 4062
Staff Report
Application

ORDINANCE NO. 4062

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON, UNDER THE INDUSTRIAL FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and,

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and,

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and,

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and,

WHEREAS, the City amends Comprehensive Plans and maps from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, The City of Bradenton (the "Property Owner" or "Applicant") owns the properties described in Exhibit "A", attached hereto (collectively, the "Property"); and

WHEREAS, The City of Bradenton submitted a Future Land Use Map application to designate the Property, consisting of approximately 32.39 acres, as I, Industrial (the "Amendment"); and

WHEREAS, the LPA and the City Council have in the preparation of the Amendment to the City's Comprehensive Plan performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and,

WHEREAS, the City of Bradenton's LPA held a public hearing on June 18, 2025, to consider the proposed Amendment; and,

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and,

WHEREAS, the City Council held a public hearing on August 13, 2025, to consider the proposed Amendment; and,

WHEREAS, based on the matters of record received by the City Council at the required public hearing held on August 13, 2025 after proper notice, including comments received from applicable reviewing agencies, and finding the proposed Amendment meets the requirements of Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment to the Comprehensive Plan.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Comprehensive Plan should be amended as described in Sections 2 below.

2. The Future Land Use Map of the City of Bradenton is hereby amended, classifying the Property as I, Industrial.

3. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by the Chapter 163, Florida Statutes, and this Ordinance. Except to the extent amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 13th DAY OF AUGUST, 2025.

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

ATTEST:

_____

Tamara Melton
CITY CLERK

_____

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	June 18, 2025
City Council 1st Reading	July 23, 2025
City Council 2nd Reading and Public Hearing	August 13, 2025
Local Planning Agency ad published	June 5, 2025
City Council hearing ad published	August 3, 2025

EXHIBIT A

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida. Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458)**:**

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) See Sheet #1 for additional notes.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

SCALE: NONE
SHEET: 2 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

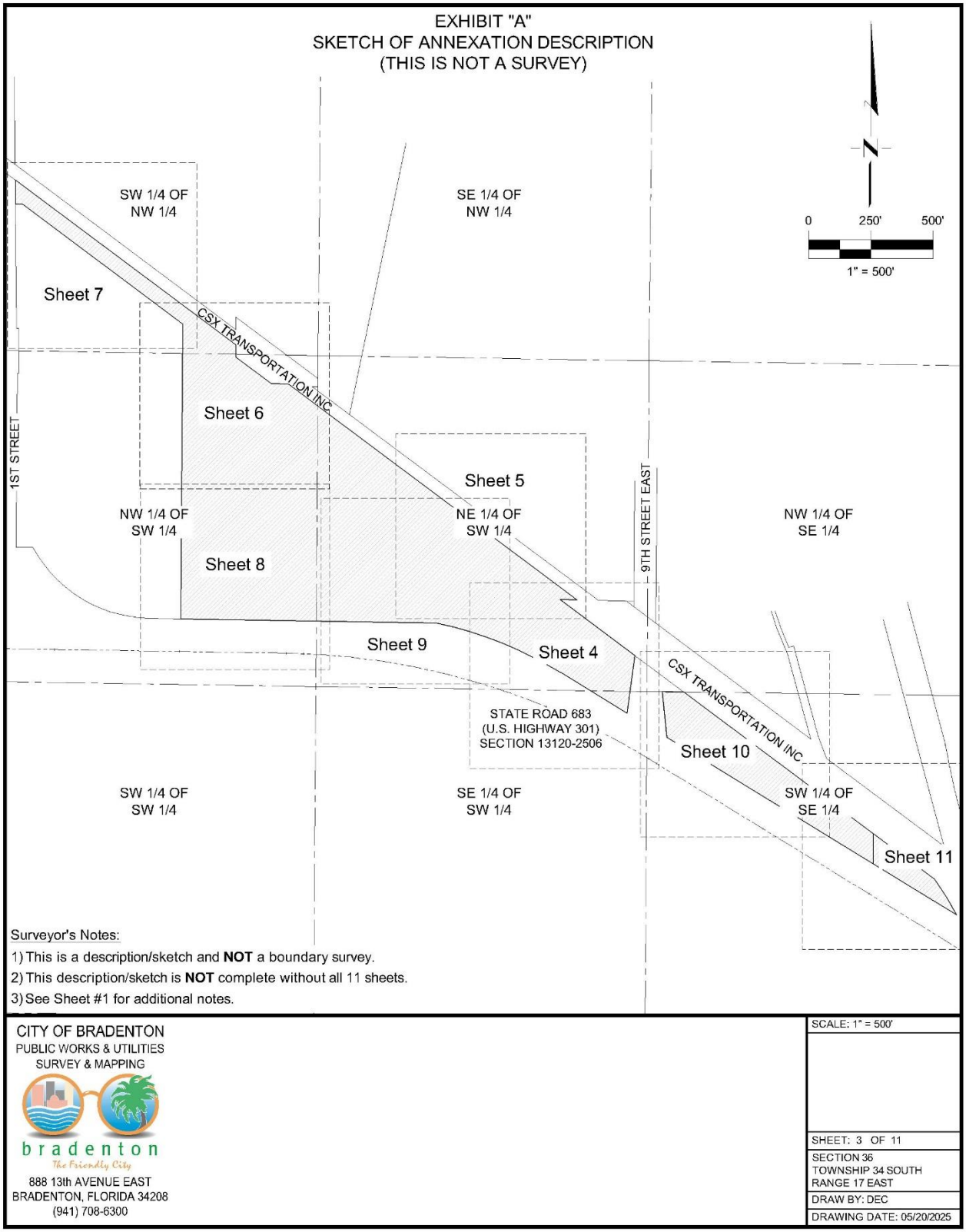
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
SW 1/4 OF NW 1/4
SE 1/4 OF NW 1/4
0 250' 500'
1" = 500'
Sheet 7
CSX TRANSPORTATION INC
Sheet 6
1ST STREET
Sheet 5
9TH STREET EAST
NW 1/4 OF SW 1/4
NE 1/4 OF SW 1/4
NW 1/4 OF SE 1/4
Sheet 8
Sheet 9
Sheet 4
CSX TRANSPORTATION INC
STATE ROAD 683
(U.S. HIGHWAY 301)
SECTION 13120-2506
Sheet 10
SW 1/4 OF SW 1/4
SE 1/4 OF SW 1/4
SW 1/4 OF SE 1/4
Sheet 11
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
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CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

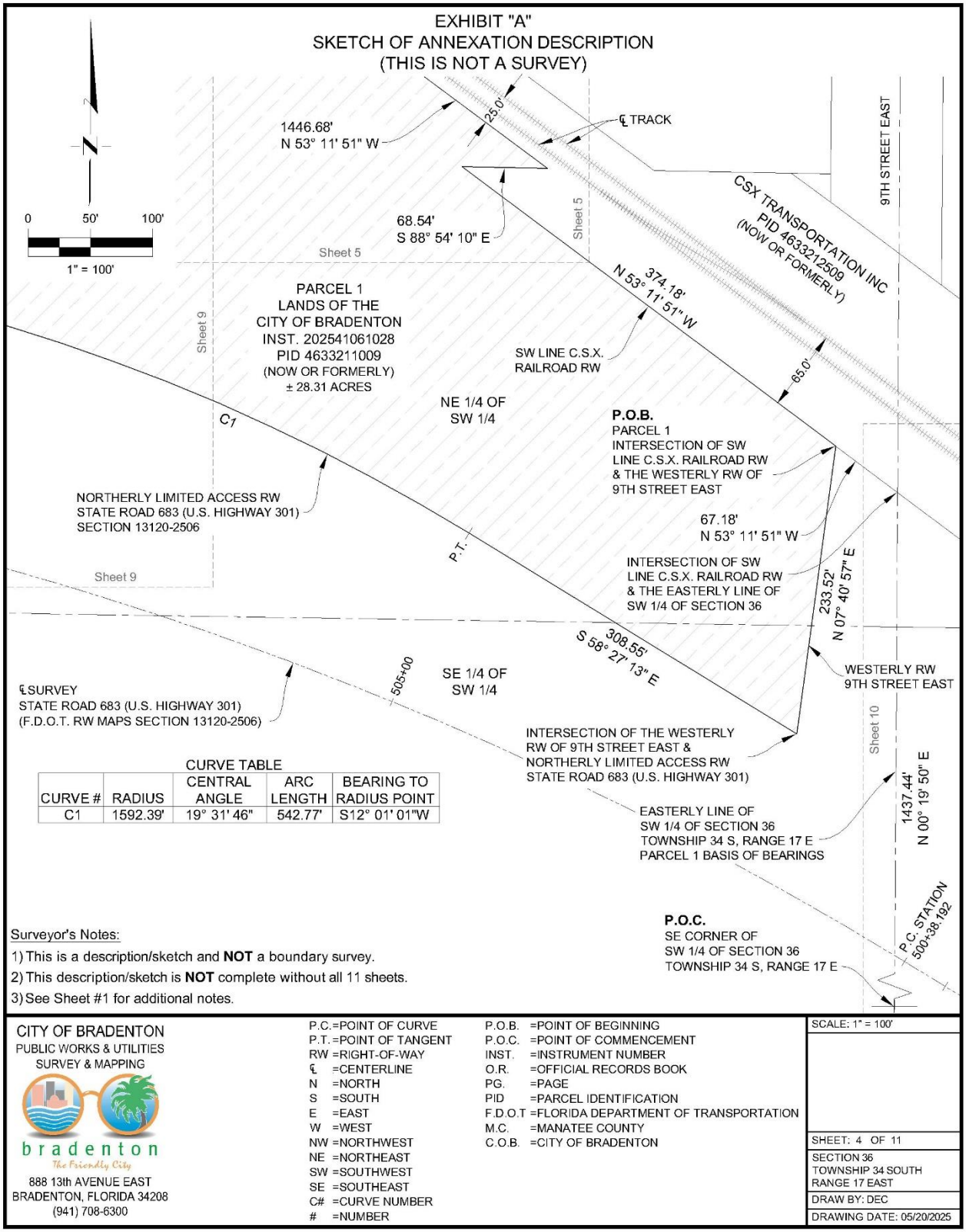
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
0
50'
100'
1" = 100'
1446.68'
N 53° 11' 51" W
25.0'
℄ TRACK
68.54'
S 88° 54' 10" E
Sheet 5
CSX TRANSPORTATION INC
PID 463321250
(NOW OR FORMERLY)
9TH STREET EAST
374.18'
N 53° 11' 51" W
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
SW LINE C.S.X.
RAILROAD RW
65.0'
NE 1/4 OF
SW 1/4
C1
P.O.B.
PARCEL 1
INTERSECTION OF SW
LINE C.S.X. RAILROAD RW
& THE WESTERLY RW OF
9TH STREET EAST
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
67.18'
N 53° 11' 51" W
P.T.
INTERSECTION OF SW
LINE C.S.X. RAILROAD RW
& THE EASTERLY LINE OF
SW 1/4 OF SECTION 36
233.52'
N 07° 40' 57" E
Sheet 9
308.55'
S 58° 27' 13" E
WESTERLY RW
9TH STREET EAST
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
505+00
SE 1/4 OF
SW 1/4
INTERSECTION OF THE WESTERLY
RW OF 9TH STREET EAST &
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
Sheet 10
1437.44'
N 00° 19' 50" E
EASTERLY LINE OF
SW 1/4 OF SECTION 36
TOWNSHIP 34 S, RANGE 17 E
PARCEL 1 BASIS OF BEARINGS
P.C. STATION
500+38.192
P.O.C.
SE CORNER OF
SW 1/4 OF SECTION 36
TOWNSHIP 34 S, RANGE 17 E
Surveyor's Notes:
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3) See Sheet #1 for additional notes.
CURVE TABLE
CURVE # | RADIUS | CENTRAL ANGLE | ARC LENGTH | BEARING TO RADIUS POINT
C1 | 1592.39' | 19° 31' 46" | 542.77' | S12° 01' 01"W
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.C.=POINT OF CURVE
P.T.=POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
C# =CURVE NUMBER
# =NUMBER
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 4 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

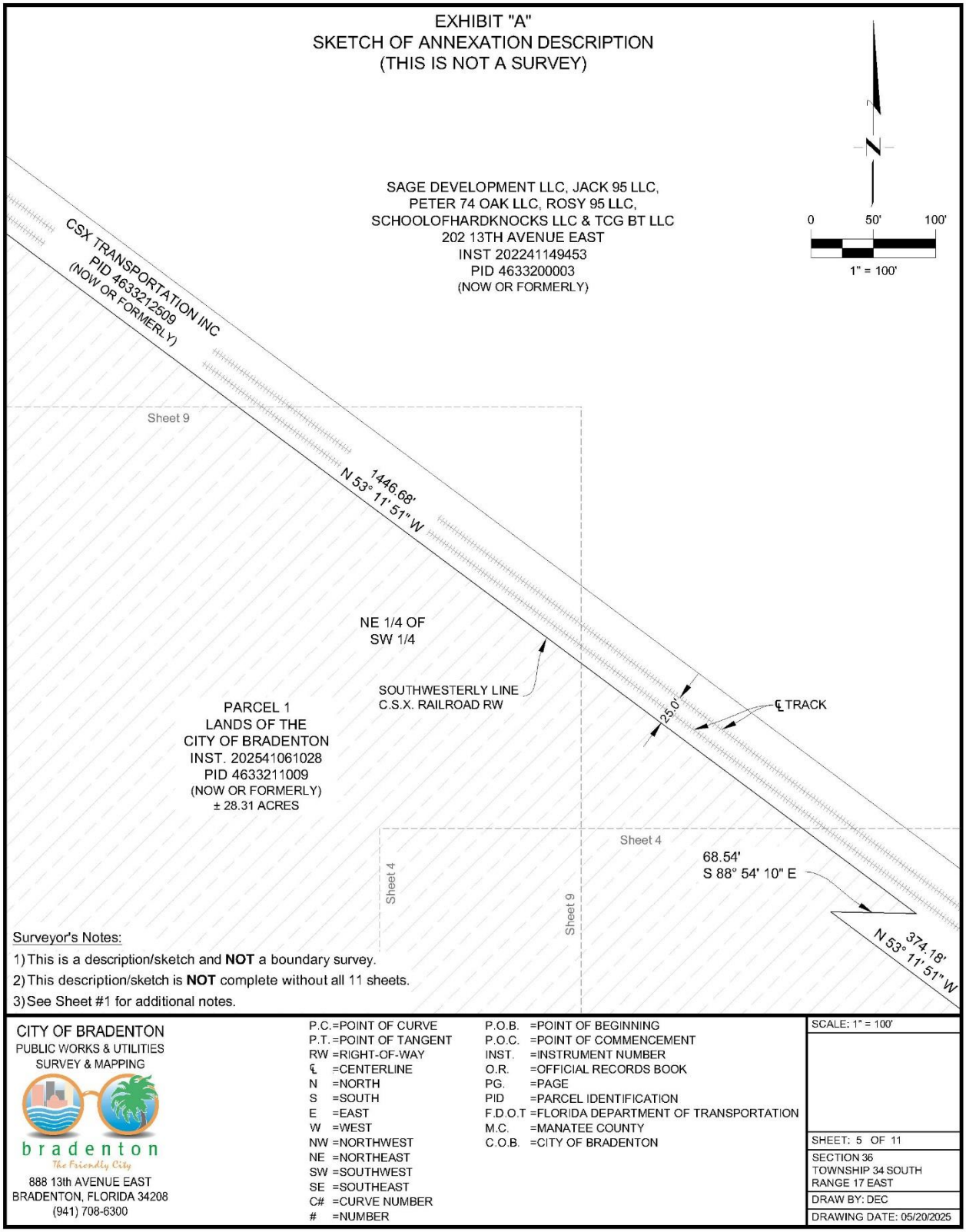
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
0
50'
100'
1" = 100'
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
Sheet 9
1446.68'
N 53° 11' 51" W
NE 1/4 OF
SW 1/4
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
℄ TRACK
25.0'
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
Sheet 4
Sheet 4
Sheet 9
68.54'
S 88° 54' 10" E
374.18'
N 53° 11' 51" W
Surveyor's Notes:
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CITY OF BRADENTON
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SURVEY & MAPPING
bradenton
The Friendly City
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BRADENTON, FLORIDA 34208
(941) 708-6300
P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
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M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 5 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

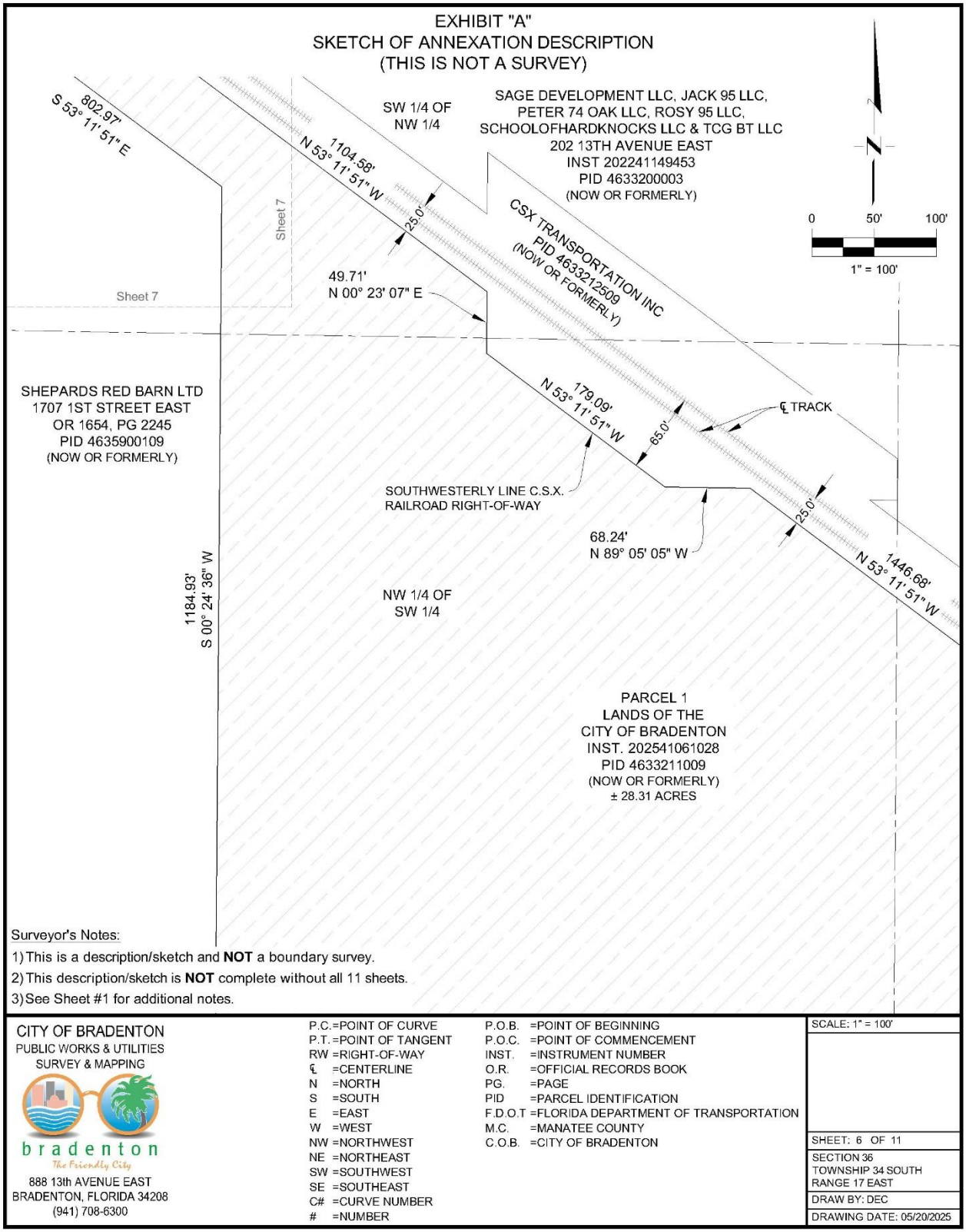
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
S 53° 11' 51" E
802.97'
SW 1/4 OF
NW 1/4
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
N 53° 11' 51" W
1104.58'
25.0'
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
Sheet 7
49.71'
N 00° 23' 07" E
Sheet 7
0
50'
100'
1" = 100'
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
N 53° 11' 51" W
179.09'
65.0'
℄ TRACK
SOUTHWESTERLY LINE C.S.X.
RAILROAD RIGHT-OF-WAY
68.24'
N 89° 05' 05" W
25.0'
N 53° 11' 51" W
1446.68'
S 00° 24' 36" W
1184.93'
NW 1/4 OF
SW 1/4
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
Surveyor's Notes:
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SURVEY & MAPPING
bradenton
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BRADENTON, FLORIDA 34208
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P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
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M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 6 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

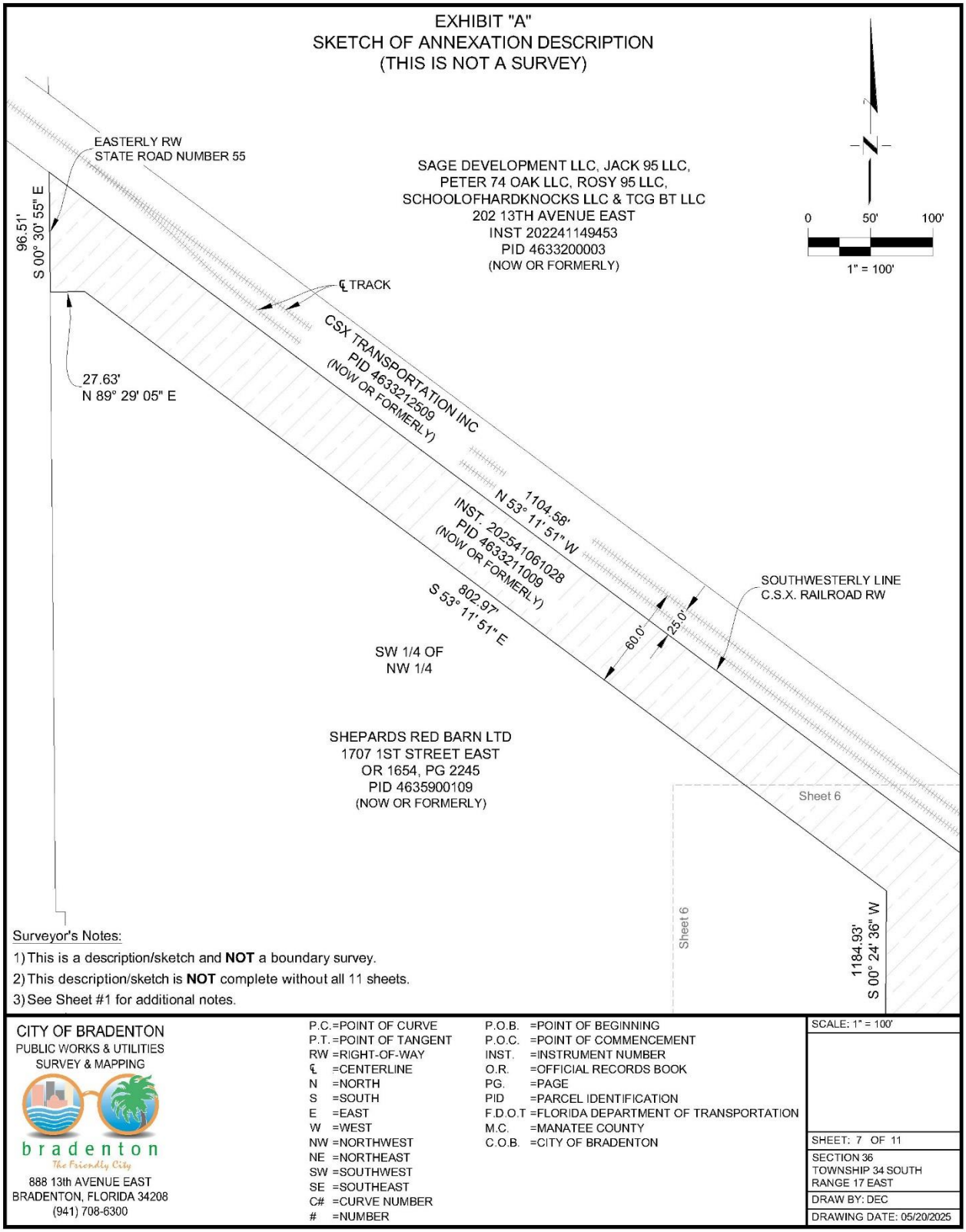
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
EASTERLY RW
STATE ROAD NUMBER 55
96.51'
S 00° 30' 55" E
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
0
50'
100'
1" = 100'
℄ TRACK
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
27.63'
N 89° 29' 05" E
1104.58'
N 53° 11' 51" W
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
802.97'
S 53° 11' 51" E
60.0'
25.0'
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
SW 1/4 OF
NW 1/4
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
Sheet 6
Sheet 6
1184.93'
S 00° 24' 36" W
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all 11 sheets.
3) See Sheet #1 for additional notes.
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
C# =CURVE NUMBER
# =NUMBER
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 7 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

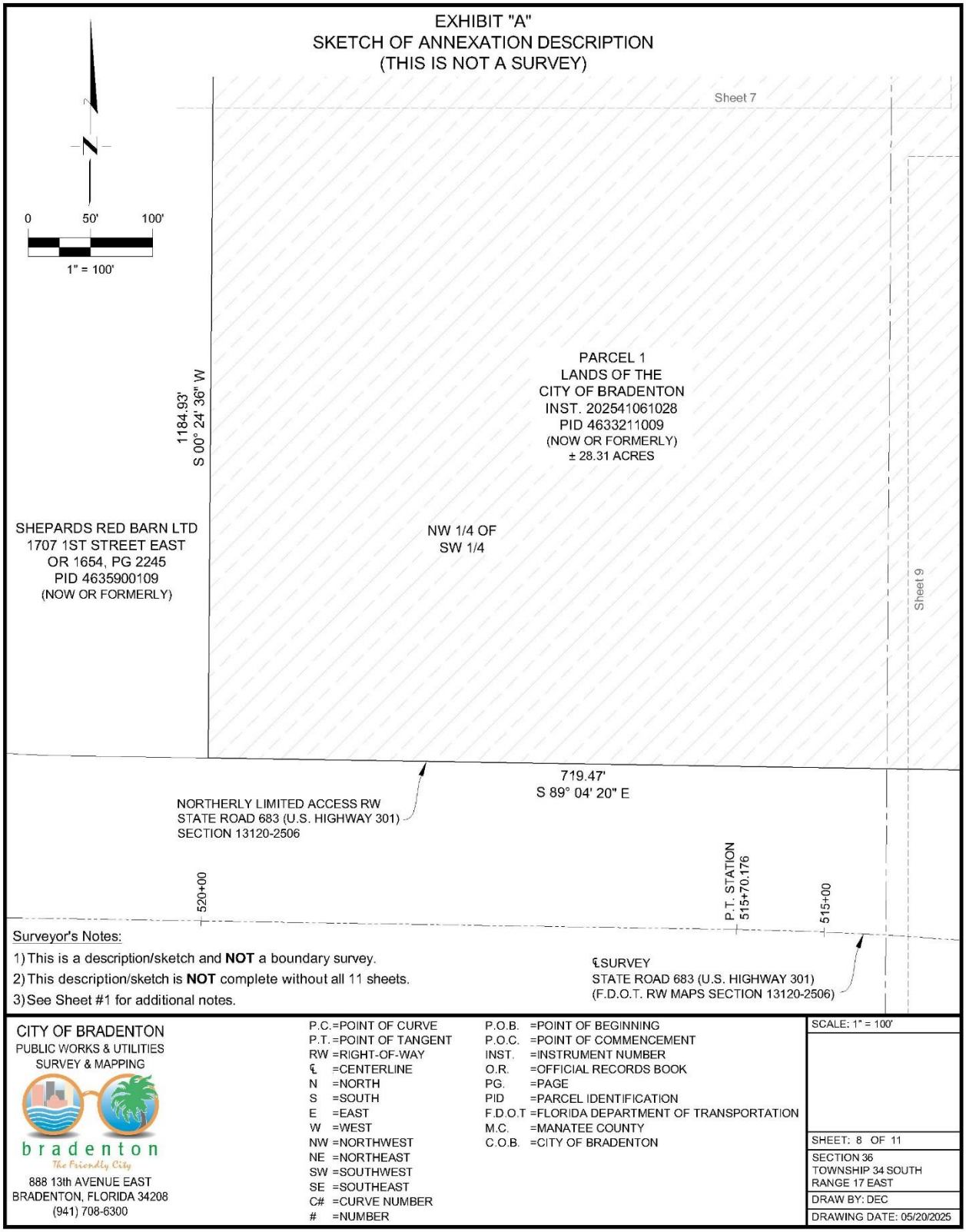
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
Sheet 7
0
50'
100'
1" = 100'
1184.93'
S 00° 24' 36" W
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
NW 1/4 OF
SW 1/4
Sheet 9
719.47'
S 89° 04' 20" E
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
520+00
P.T. STATION
515+70.176
515+00
℄SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
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CITY OF BRADENTON
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(941) 708-6300
P.C. =POINT OF CURVE
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RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
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C# =CURVE NUMBER
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SCALE: 1" = 100'
SHEET: 8 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
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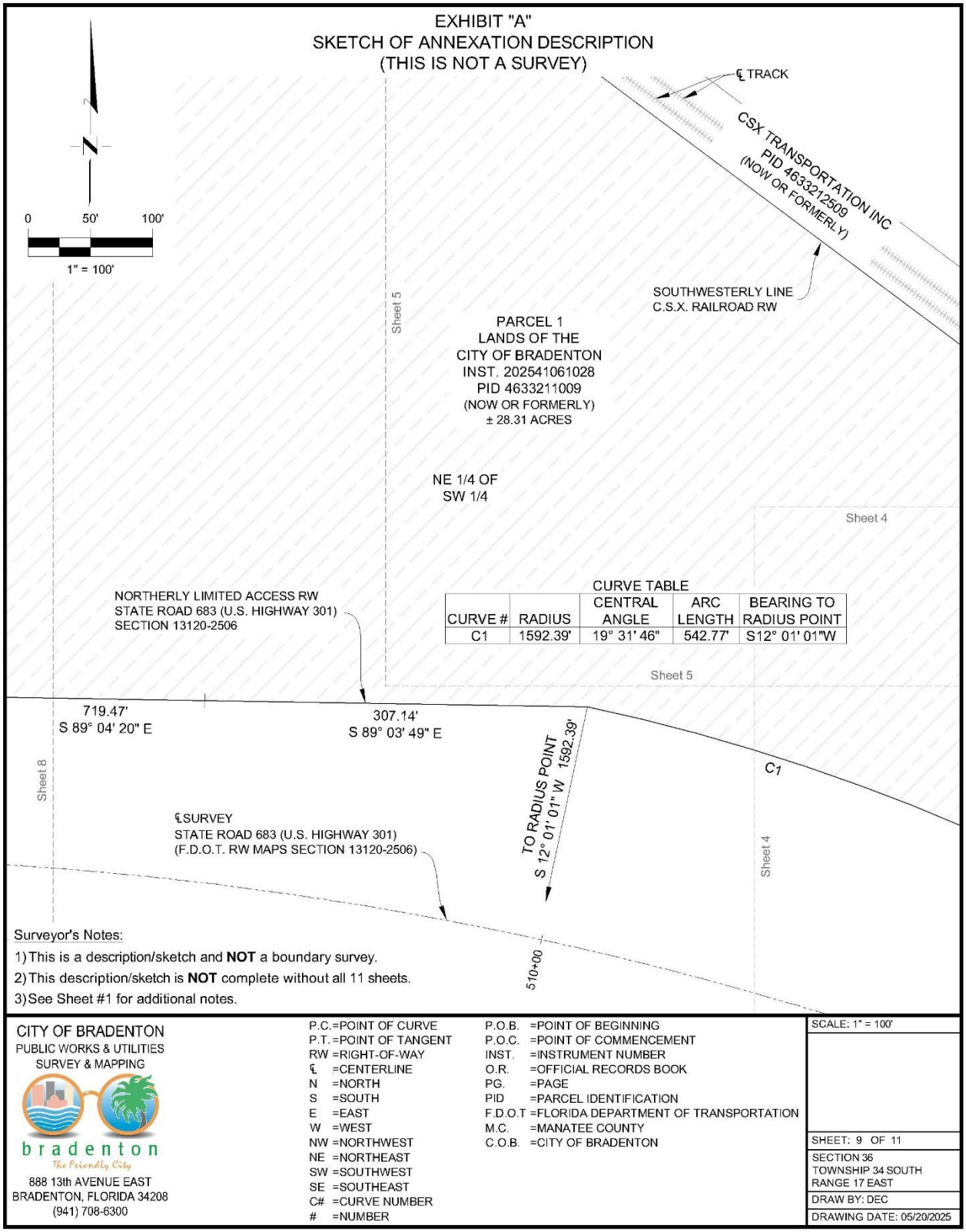
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
0
50'
100'
1" = 100'
℄ TRACK
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
Sheet 5
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
NE 1/4 OF
SW 1/4
Sheet 4
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
CURVE TABLE
CURVE # | RADIUS | CENTRAL ANGLE | ARC LENGTH | BEARING TO RADIUS POINT
C1 | 1592.39' | 19° 31' 46" | 542.77' | S12° 01' 01"W
Sheet 5
719.47'
S 89° 04' 20" E
307.14'
S 89° 03' 49" E
TO RADIUS POINT
S 12° 01' 01" W 1592.39'
C1
Sheet 8
℄SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
Sheet 4
510+00
Surveyor's Notes:
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CITY OF BRADENTON
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BRADENTON, FLORIDA 34208
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P.C. =POINT OF CURVE
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SCALE: 1" = 100'
SHEET: 9 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
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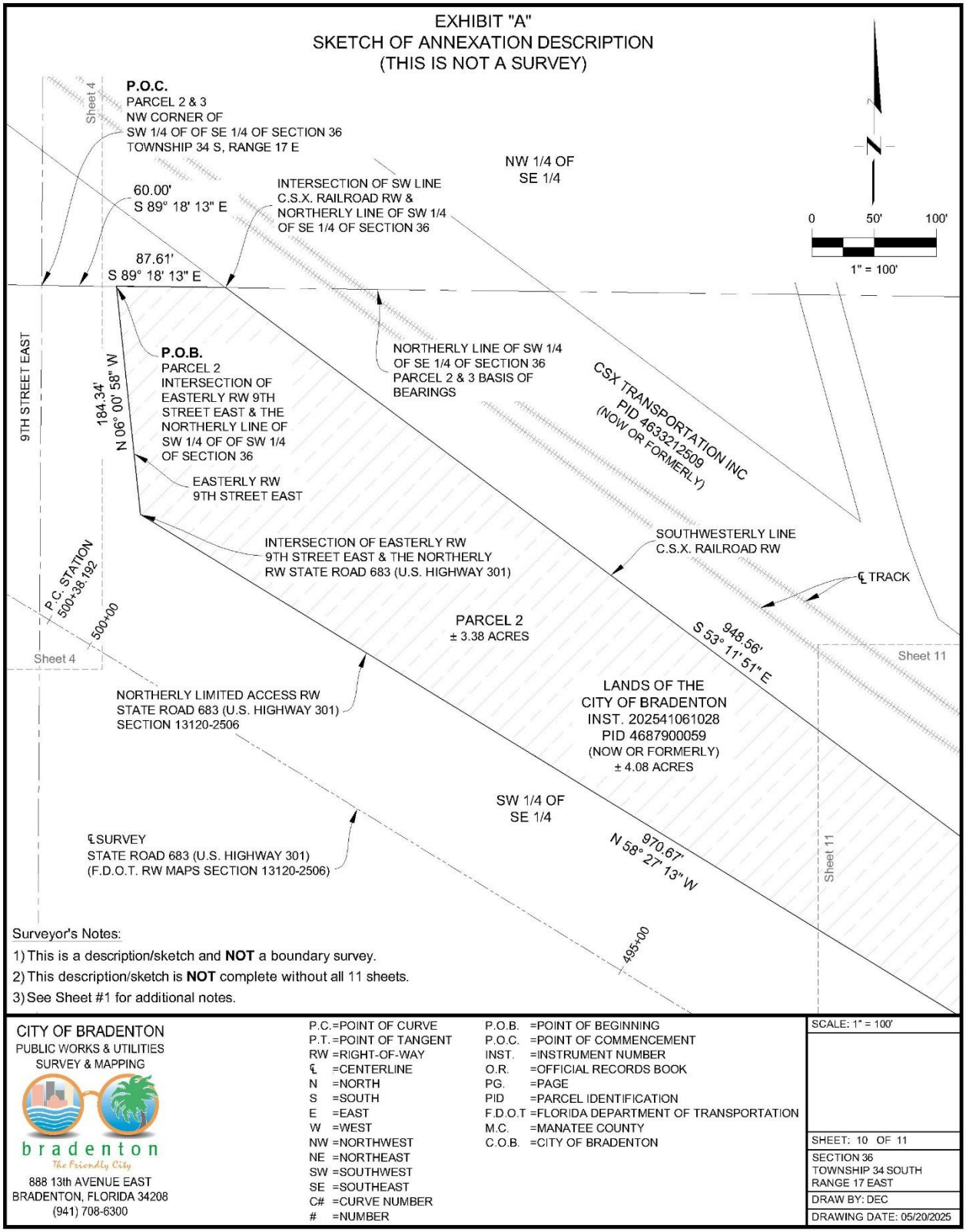
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
P.O.C.
PARCEL 2 & 3
NW CORNER OF
SW 1/4 OF OF SE 1/4 OF SECTION 36
TOWNSHIP 34 S, RANGE 17 E
Sheet 4
60.00'
S 89° 18' 13" E
87.61'
S 89° 18' 13" E
INTERSECTION OF SW LINE
C.S.X. RAILROAD RW &
NORTHERLY LINE OF SW 1/4
OF SE 1/4 OF SECTION 36
NW 1/4 OF
SE 1/4
0
50'
100'
1" = 100'
9TH STREET EAST
184.34'
N 06° 00' 58" W
P.O.B.
PARCEL 2
INTERSECTION OF
EASTERLY RW 9TH
STREET EAST & THE
NORTHERLY LINE OF
SW 1/4 OF OF SW 1/4
OF SECTION 36
EASTERLY RW
9TH STREET EAST
NORTHERLY LINE OF SW 1/4
OF SE 1/4 OF SECTION 36
PARCEL 2 & 3 BASIS OF
BEARINGS
CSX TRANSPORTATION INC
PID 463321250S
(NOW OR FORMERLY)
INTERSECTION OF EASTERLY RW
9TH STREET EAST & THE NORTHERLY
RW STATE ROAD 683 (U.S. HIGHWAY 301)
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
℄ TRACK
P.C. STATION
500+38.192
500+00
Sheet 4
PARCEL 2
± 3.38 ACRES
S 53° 11' 51" E
948.56'
Sheet 11
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4687900059
(NOW OR FORMERLY)
± 4.08 ACRES
SW 1/4 OF
SE 1/4
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
N 58° 27' 13" W
970.67'
Sheet 11
495+00
Surveyor's Notes:
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2) This description/sketch is NOT complete without all 11 sheets.
3) See Sheet #1 for additional notes.
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C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 10 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

City of Bradenton
Planning and Community Development Department
City Council First Reading
July 23, 2025

Staff Report

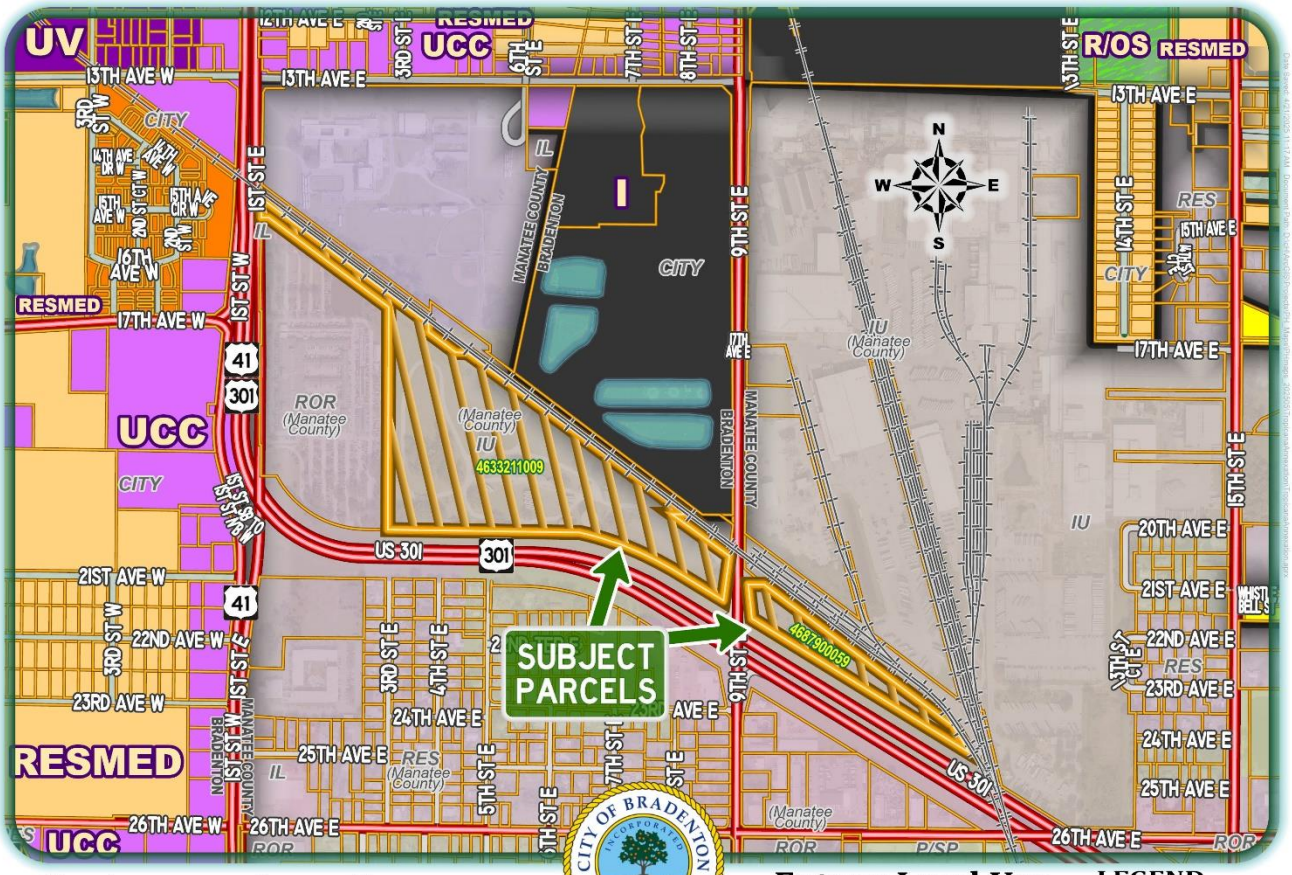
Case Number: PLN-CPA-25-0001 – ORD 4062
Applicant: City of Bradenton
Parcel IDs: 4633211009, 4687900059
Zoning: Manatee County
Proposed Future Land Use: Industrial (I)
Current Future Land Use: Manatee County
Proposed Zoning
(per concurrent ORD 4063): Industrial (I)
Flood Zone: X

Surrounding Property:

Zoning:	North: Industrial South: US 301/Manatee County East: Manatee County West: 1st Street East/T4-O
Future Land Use:	North: Industrial South: US 301/Manatee County East: Manatee County West: 1st Street East/T4-O
Uses:	North: Industrial, school South: Residential East: Industrial West: Retail

SUMMARY OF REQUEST

The City of Bradenton is pursuing an annexation of the subject property. As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Future Land Use designations.



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

Bradenton Department of
Planning and Community Development

Future Land Use

0 100 200 300
Yards

LEGEND
- Subject Parcels
- Other Parcels
- Bradenton

Industrial *(Proposed Future Land Use Classification):*

The Comprehensive Plan describes the Industrial Future Land Use category as a designation that:

> Provides an economic engine that allows for heavy commercial, industrial, offices, warehouses that also include light and heavy manufacturing, automotive uses, outdoor storage, amusement establishments, educational facilities, service and equipment, laboratories. Ancillary facilities to support the various uses may also be provided in the industrial areas.

The City has very few areas with a Future Land Use classification of Industrial. Approximately 139.65 acres have this classification. A large portion of this acreage is located adjacent to the subject property. This land is owned by Tropicana Manufacturing Company Inc and is actively in industrial or industrial support uses (e.g. office).

ANALYSIS

This application was submitted with a concurrent application to designate the property with the Industrial Zoning classification.

The Industrial zoning classification allows uses that align with those mentioned in the description of the Industrial Future Land Use classification. Industrial zoning and Industrial future land use are highly compatible.

On June 18, 2025, Planning Commission voted unanimously to recommend approval of the Industrial future land use designation.

EXHIBIT A: Legal Descriptions
EXHIBIT B: Location Map
EXHIBIT C: Future Land Use Map (Current)
EXHIBIT D: Zoning Map

EXHIBIT A

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida.
   Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
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SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458):

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

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2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) See Sheet #1 for additional notes.

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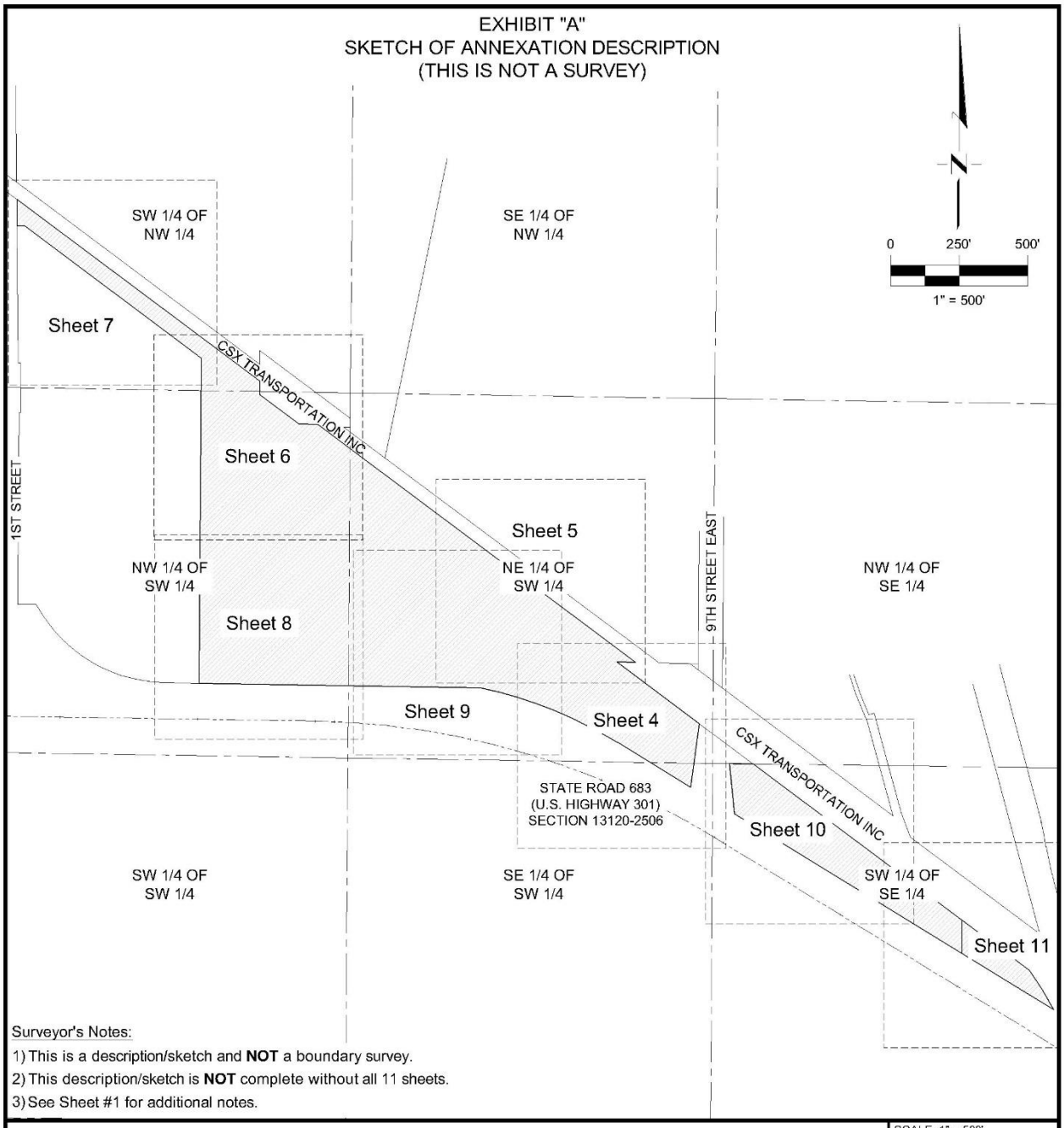
SCALE: NONE

SHEET: 2 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025



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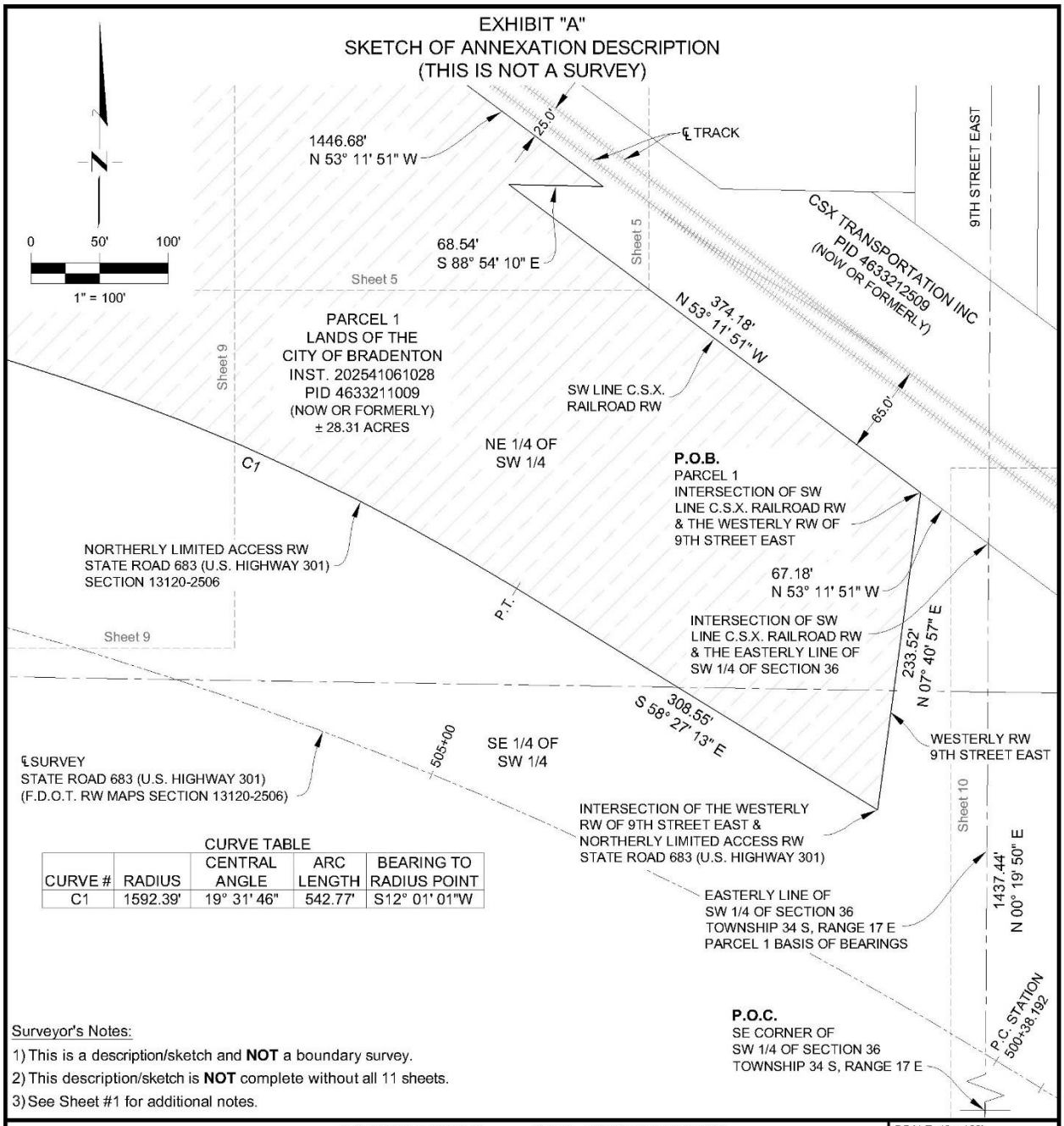
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) See Sheet #1 for additional notes.

CITY OF BRADENTON
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SURVEY & MAPPING
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(941) 708-6300

P.C.	=POINT OF CURVE	P.O.B.	=POINT OF BEGINNING
P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
E	=EAST	F.D.O.T	=FLORIDA DEPARTMENT OF TRANSPORTATION
W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 4 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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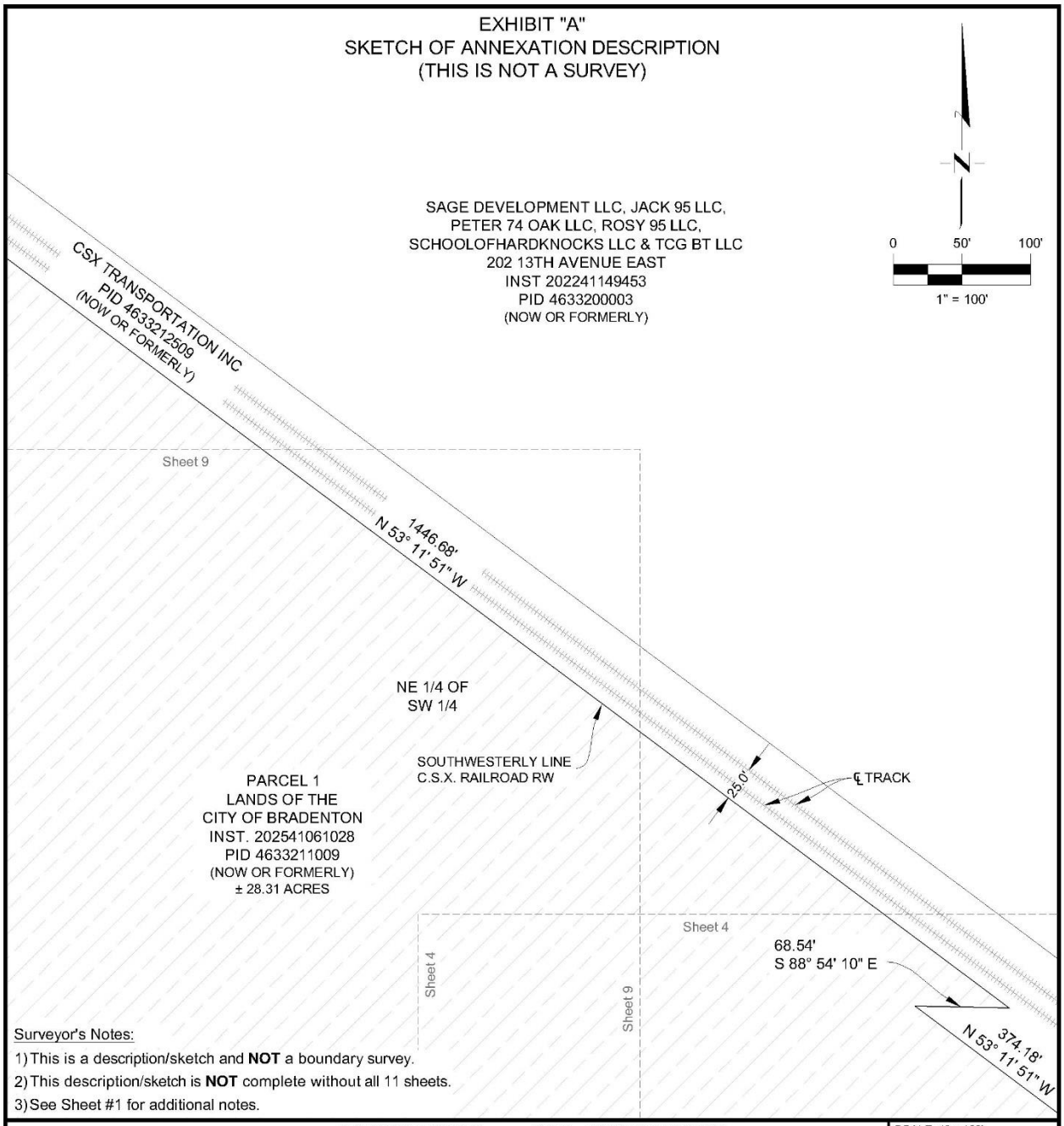
(THIS IS NOT A SURVEY)



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NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

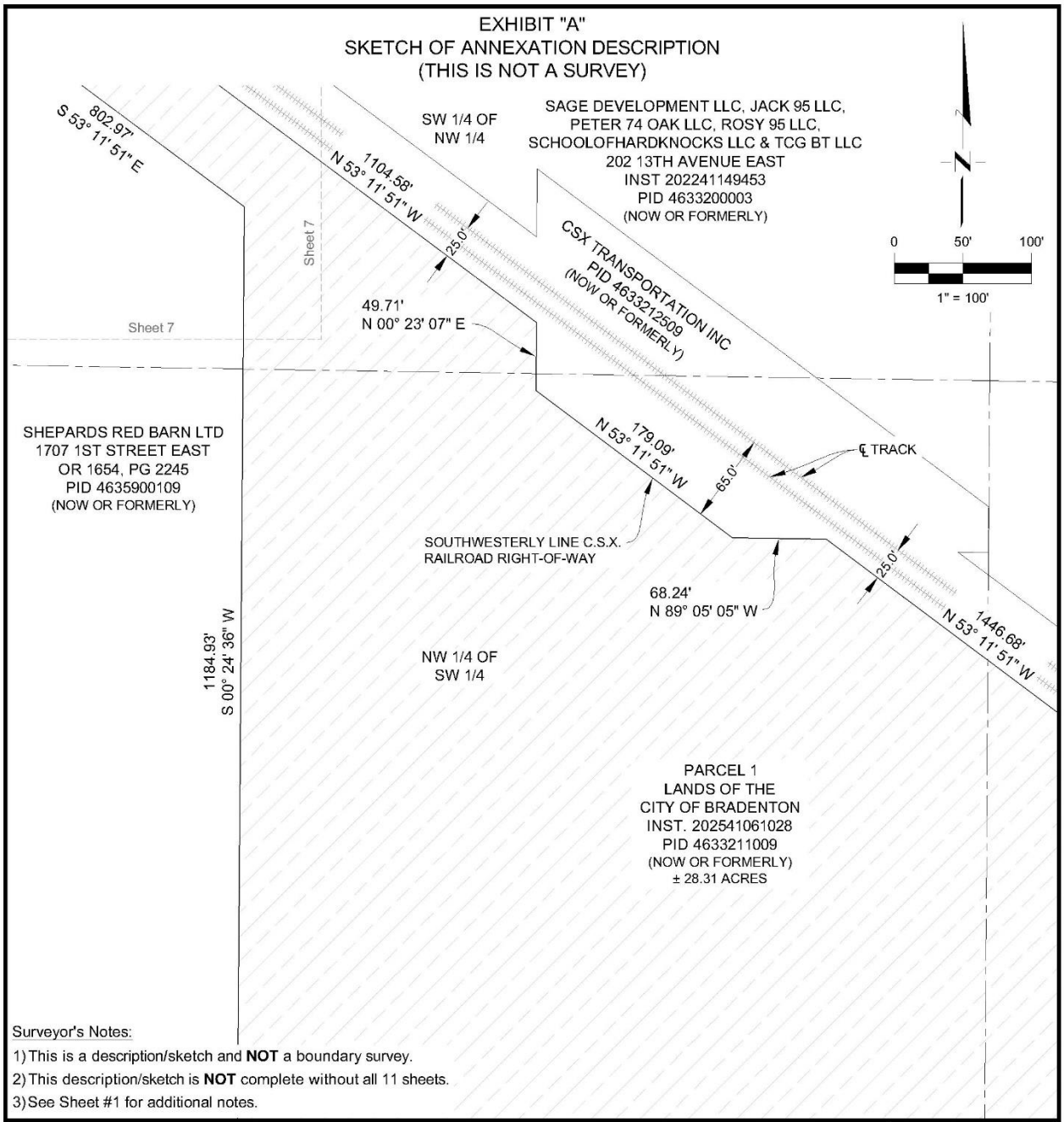
SHEET: 5 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

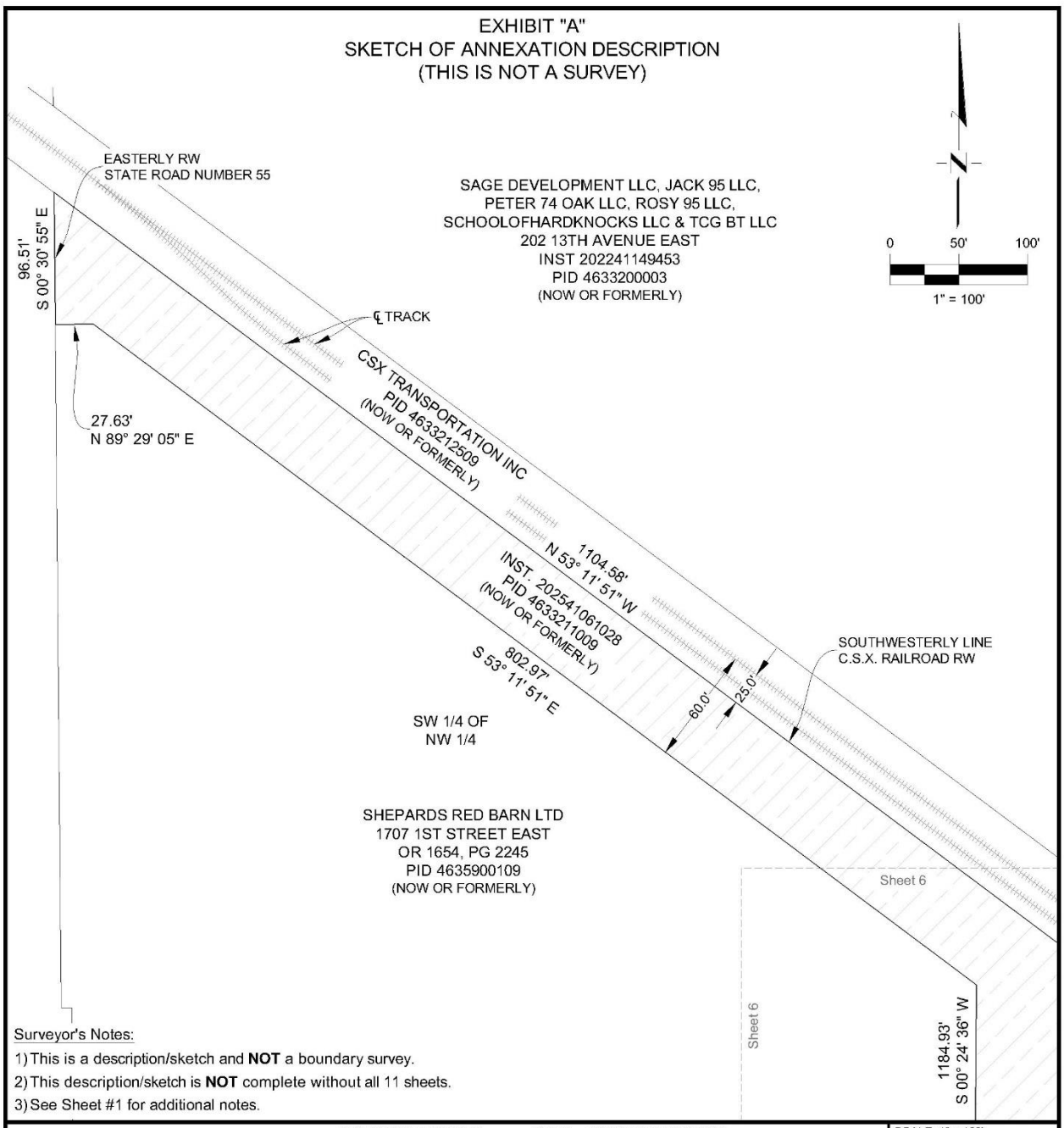
SHEET: 6 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 7 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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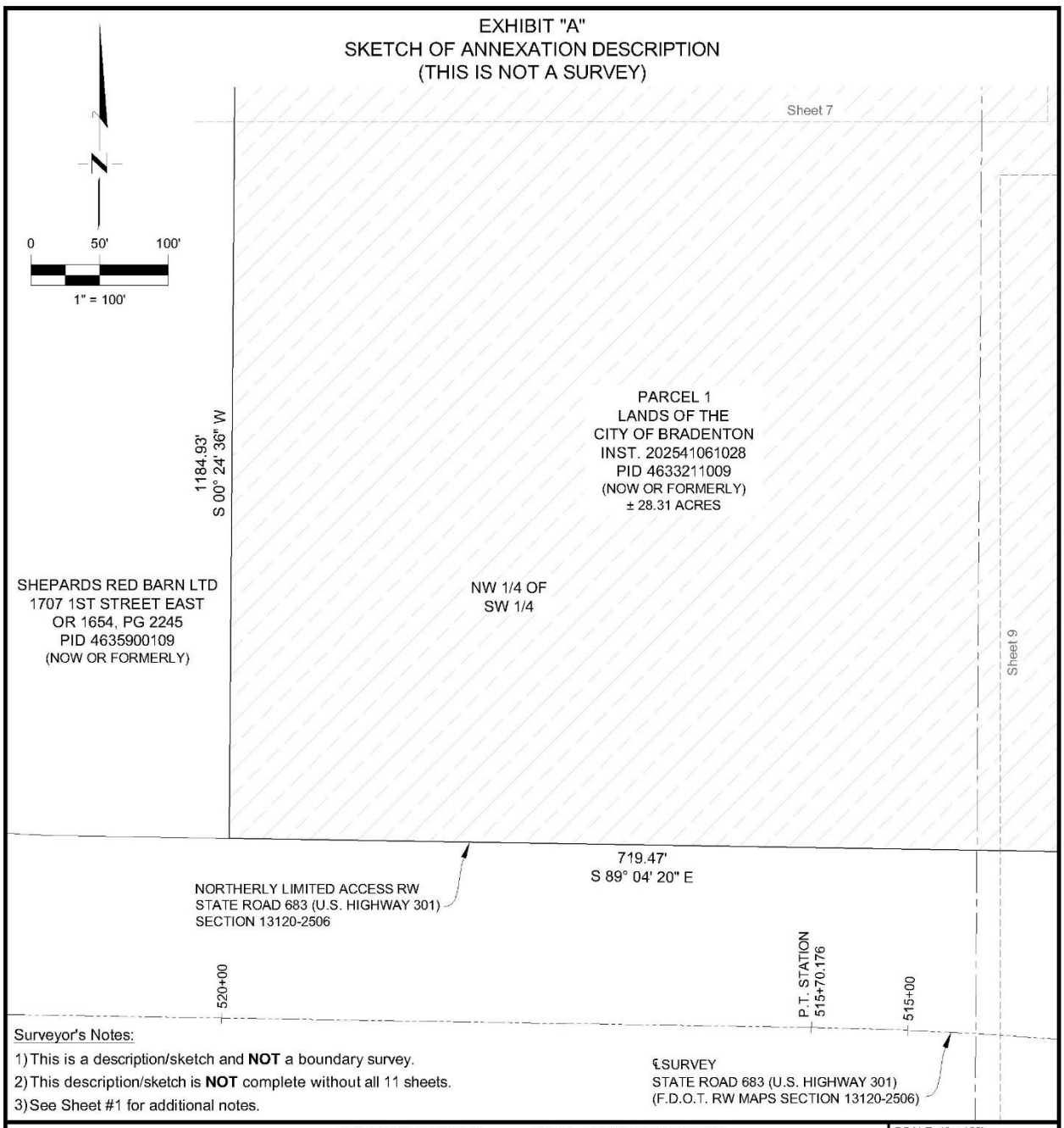

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SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 8 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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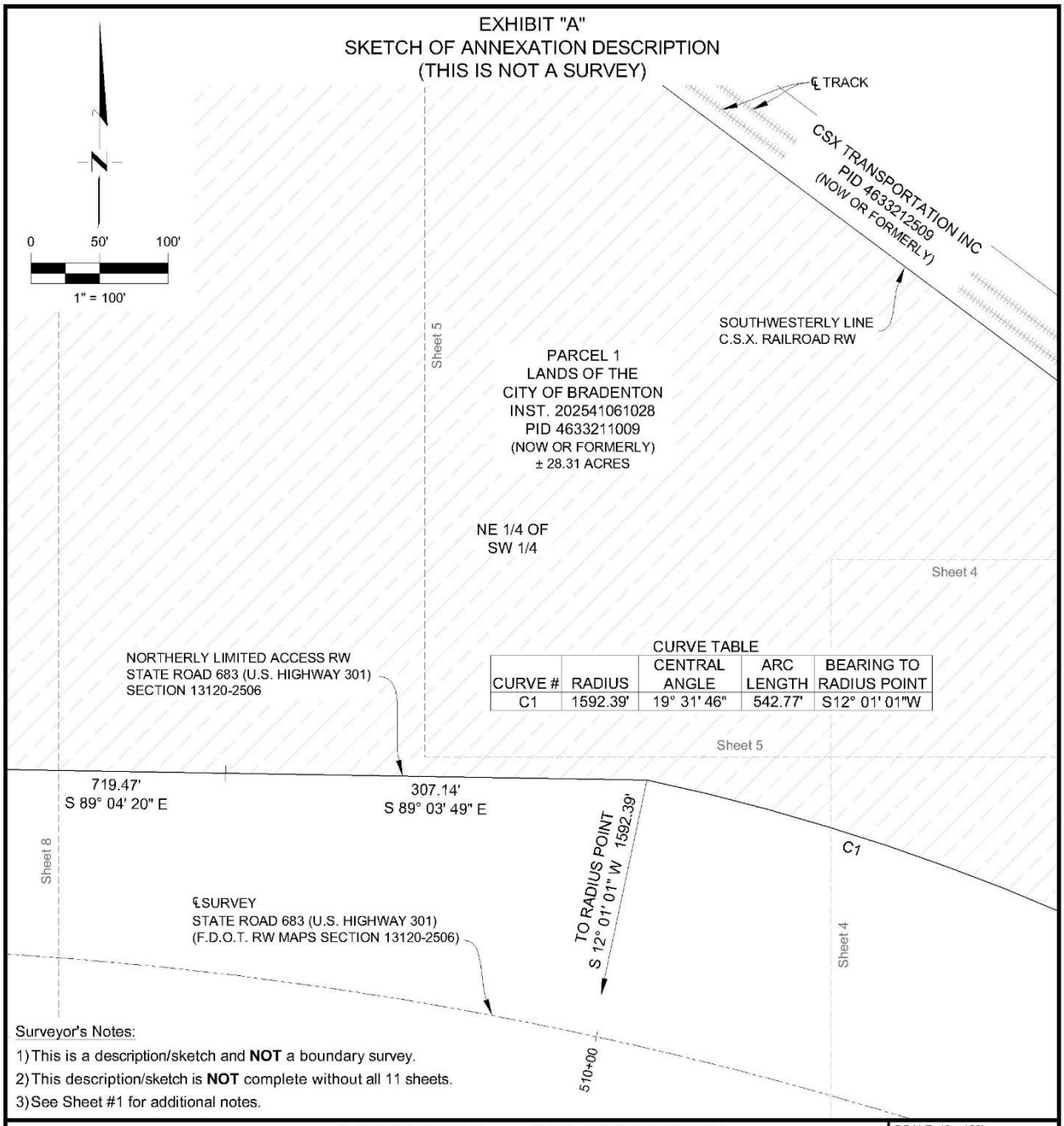

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SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 9 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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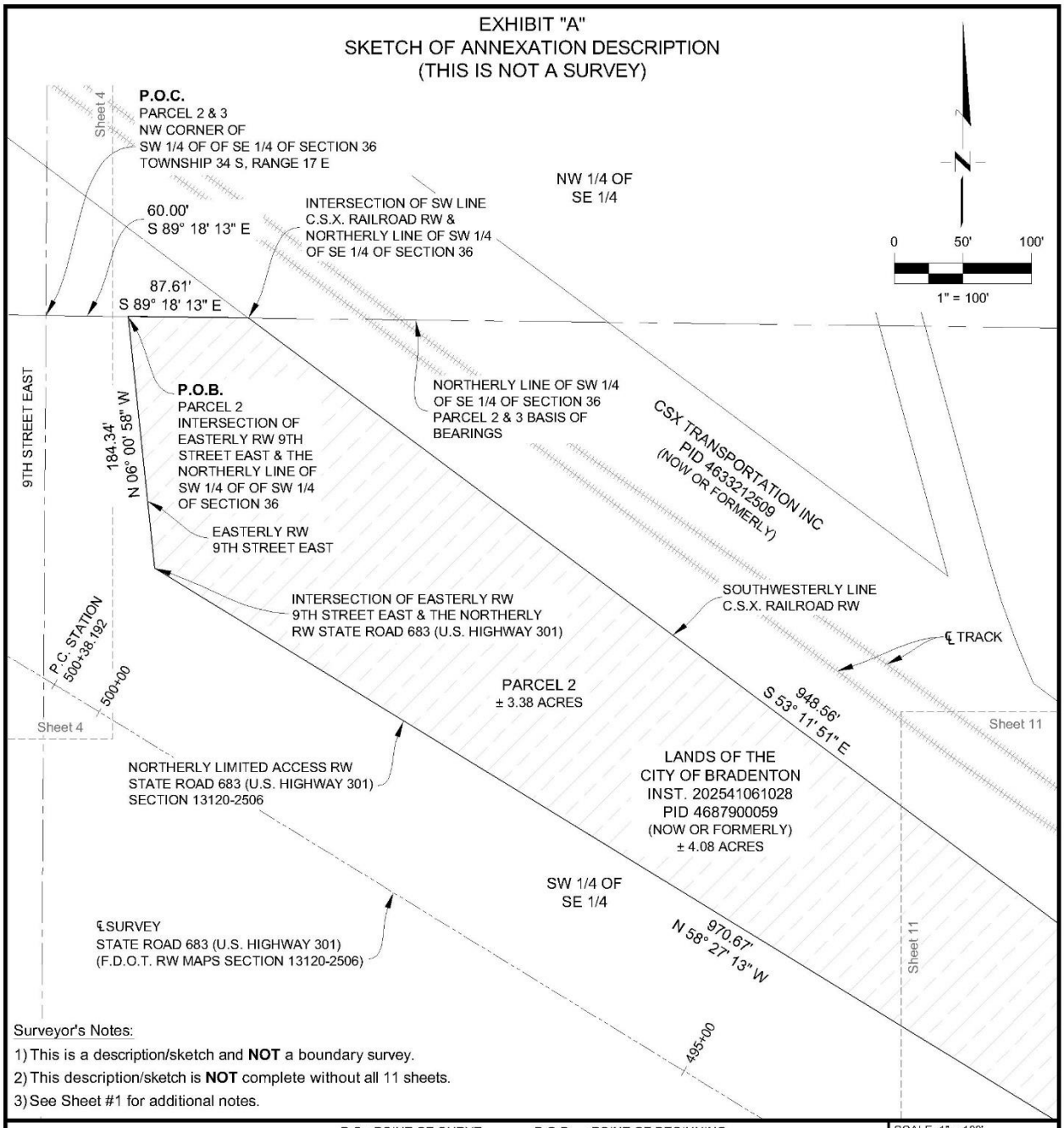

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SE	=SOUTHEAST		
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#	=NUMBER		

SCALE: 1" = 100'

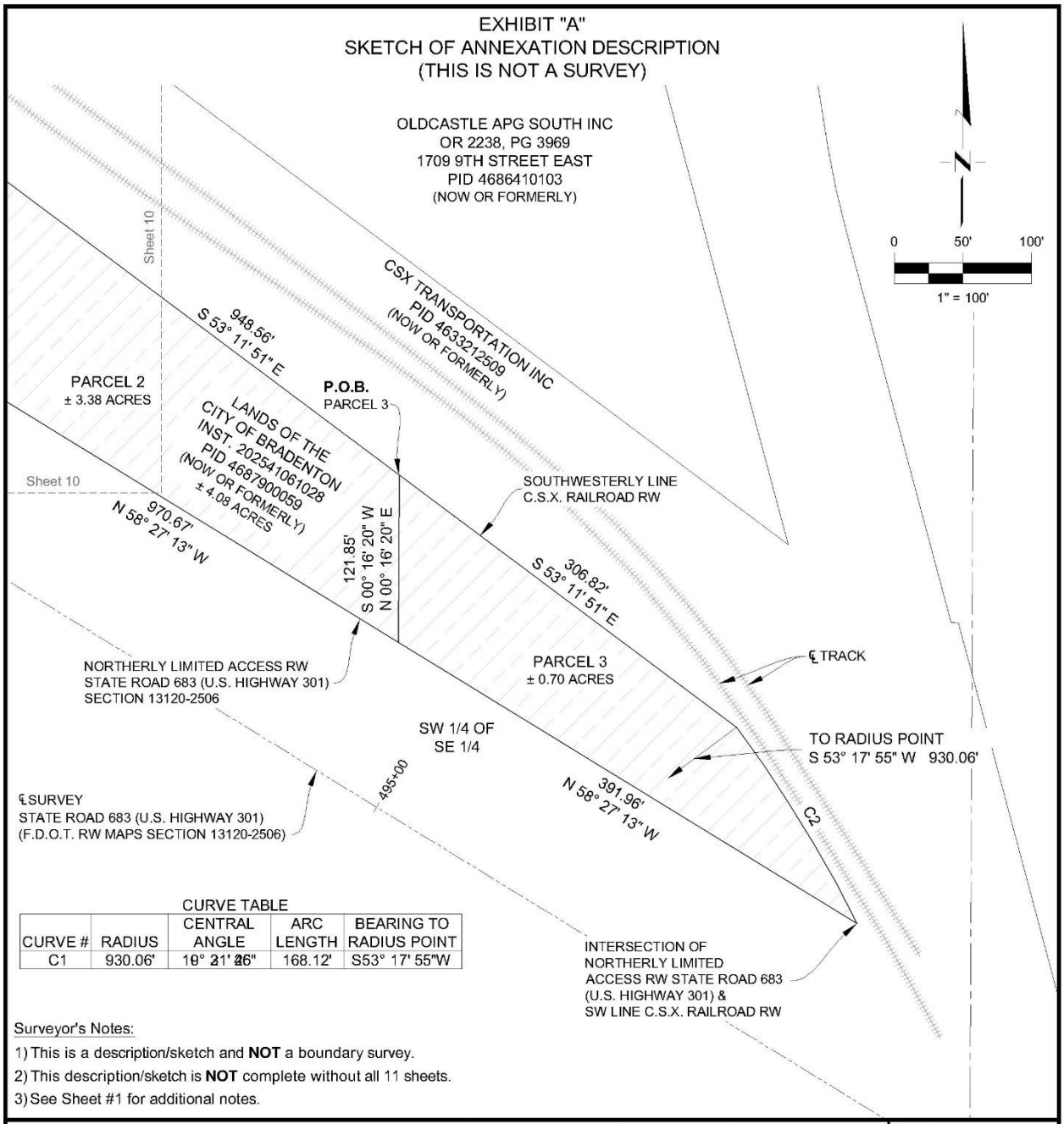
SHEET: 10 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	930.06'	10° 21' 26"	168.12'	S53° 17' 55"W

Surveyor's Notes:

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CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
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RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
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NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 11 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT B

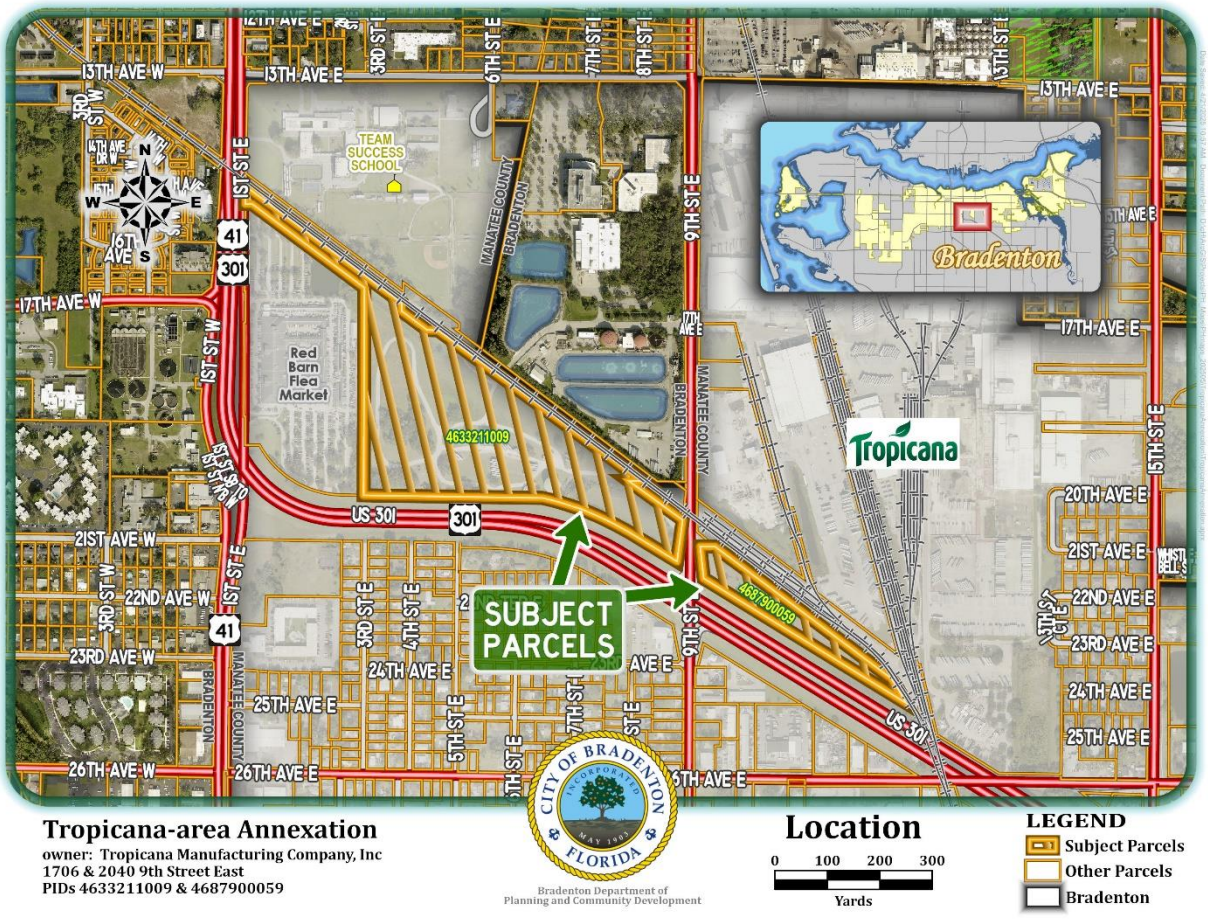
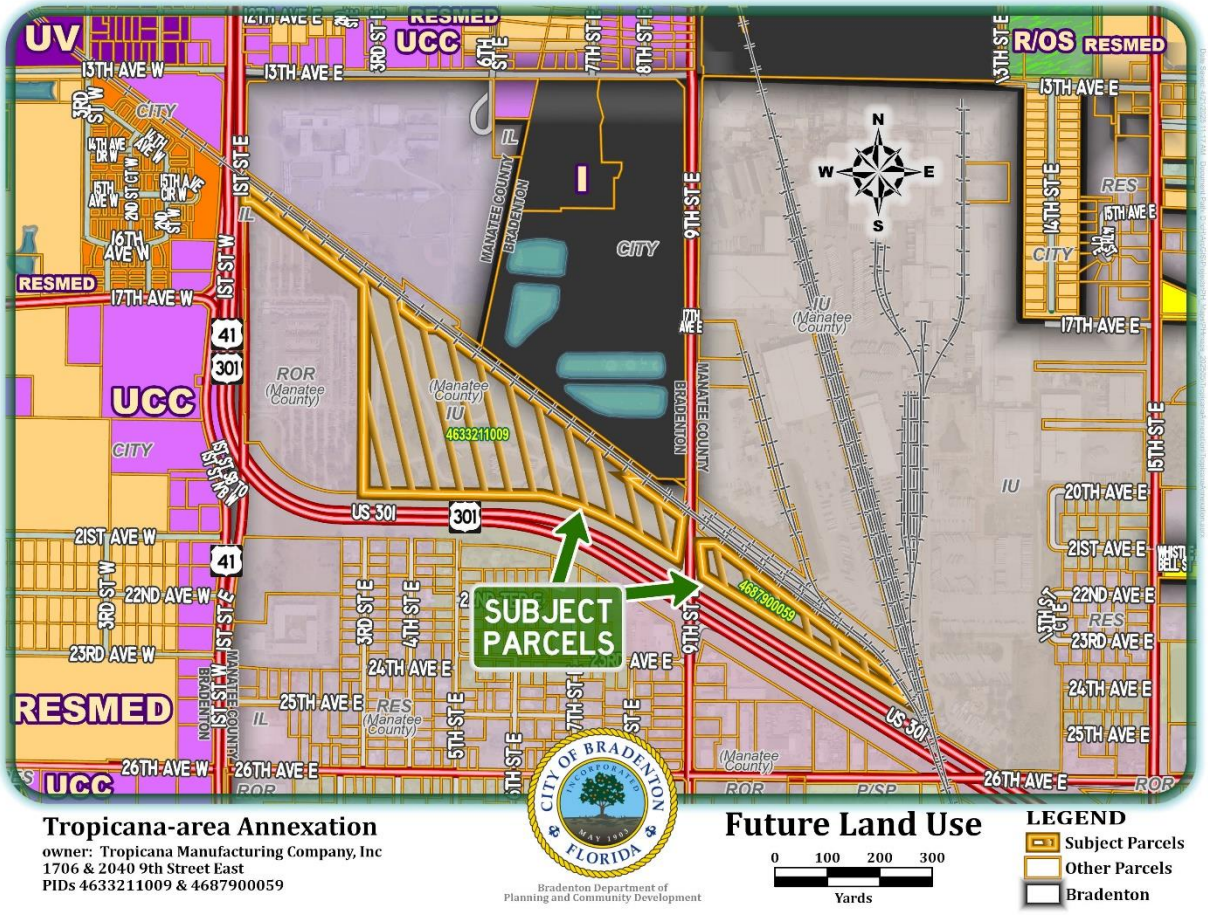

13TH AVE W
13TH AVE E
3RD ST
6TH ST E
7TH ST
8TH ST
9TH ST E
TEAM SUCCESS SCHOOL
MANATEE COUNTY
BRADENTON
Bradenton
17TH AVE W
17TH AVE E
1ST ST W
1ST ST E
41
301
Red Barn Flea Market
4633211009
Tropicana
US-301
21ST AVE W
22ND AVE W
23RD AVE W
24TH AVE E
25TH AVE E
26TH AVE W
26TH AVE E
SUBJECT PARCELS
4687900059
20TH AVE E
21ST AVE E
22ND AVE E
23RD AVE E
24TH AVE E
25TH AVE E
15TH ST E
Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Location
0 100 200 300
Yards
LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT C



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

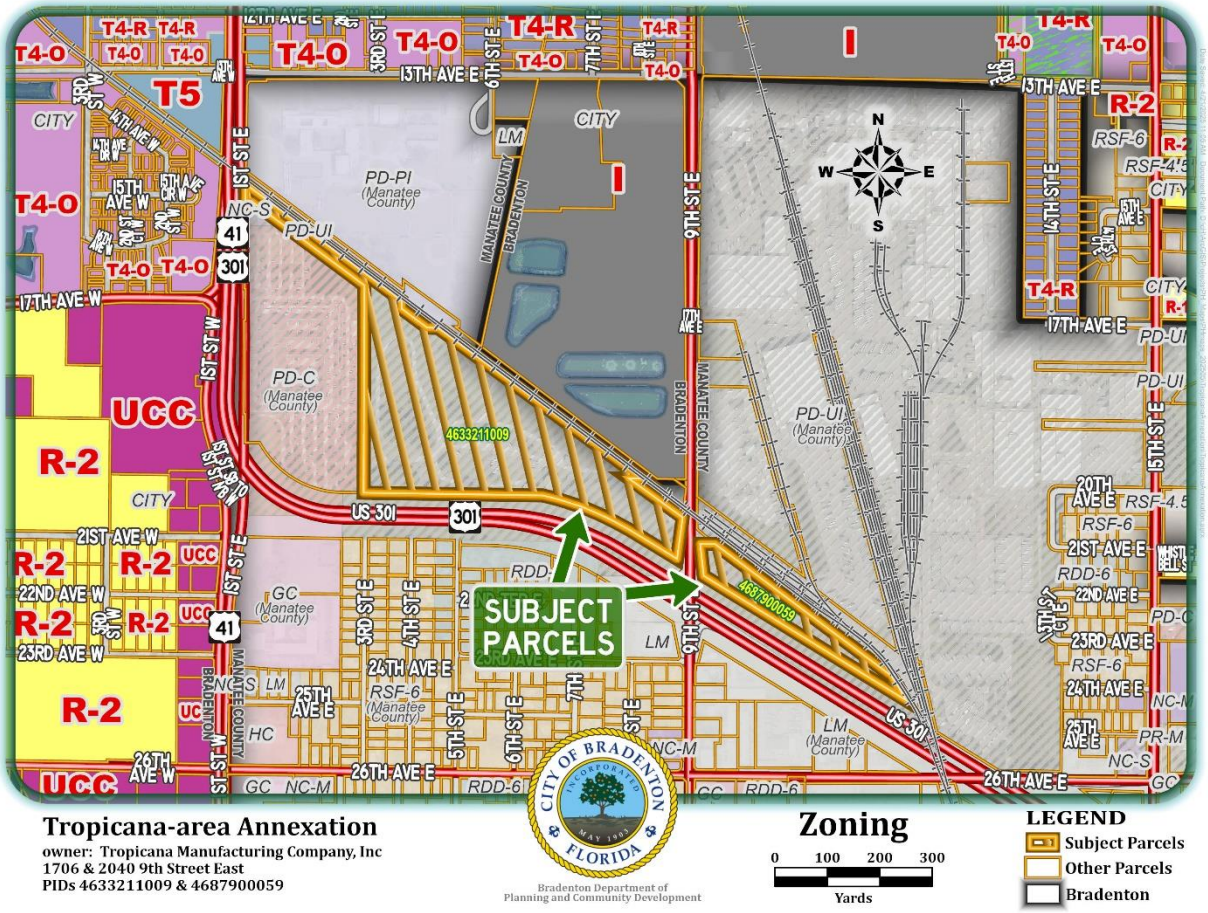
Bradenton Department of
Planning and Community Development

Future Land Use

0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT D



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

Bradenton Department of Planning and Community Development

Zoning

0 100 200 300
Yards

LEGEND
- Subject Parcels
- Other Parcels
- Bradenton

PLN-CPA-25-0001

Menu Reports Help

File Date: 05/21/2025

Application Status: Scheduled-Planning Commission

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: Proposed Future Land Use Designation of Industrial for parcels 4633211009 (28.31 acres) and 4687900059 (4.08 acres). Related to PLN-AXR-25-0001, request to annex from unincorporated Manatee County to the City of Bradenton. Planned future use of the parcels is to accommodate the City of Bradenton's Public Works and Utility Department, more specifically the Divisions of Solid Waste, Fleet, Warehouse, Water/Sewer (collection and distribution), Landscape & Grounds, Streets, and Drainage.

Application Type: Large Scale Comprehensive Plan Amendment

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date

Show all

Address: 1706 9th St E, BRADENTON, FL 34208

Owner Name: Tropicana Manufacturing Company Inc.

Owner Address: 433 W. Van Buren Street, Ste. 3N, Chicago, IL 60607

Parcel No: 999%

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Bradenton Planning	City of Bradenton	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields:

GENERAL INFORMATION

Existing Future Land Use	Proposed Future Land Use
_	I

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Jamie Schindewolf	Ready for Pr...	06/02/2025	Jamie Schindewolf
Case Manager		Ready for Re...	06/02/2025	Jamie Schindewolf
Building Review				
Public Works Review				
Fire Review				
Other Reviews				
Planning Review		Pass	06/02/2025	Jamie Schindewolf
Review Consolidation		Scheduled fo...	06/02/2025	Jamie Schindewolf
DRC				

Task	Assigned To	Status	Status Date	Action By
Planning Commission	Jamie Schindewolf			
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4063 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; DESIGNATING CERTAIN LAND GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY,
IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON, UNDER THE INDUSTRIAL ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for August 13, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is pursuing an annexation of the subject property. As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations.

The proposed zoning designation is Industrial, which is a continuation of the designation assigned to adjacent property within Bradenton's jurisdiction.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for August 13, 2025.

ATTACHMENTS:
Ordinance 4063
Staff Report
Application

ORDINANCE NO. 4063

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; DESIGNATING CERTAIN LAND GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON, UNDER THE INDUSTRIAL ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas in order to implement the goals, objectives, and policies of the

comprehensive plan, and

WHEREAS, the City amends such regulations and atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, The City of Bradenton (the "Property Owner" or "Applicant") owns the properties described in Exhibit "A", attached hereto (collectively, the "Property"); and

WHEREAS, The City of Bradenton submitted a Zoning Atlas Amendment application to designate the Property, consisting of approximately 32.39 acres, as I, Industrial (the "Amendment"); and

WHEREAS, the LPA and the City Council have in preparation of the Amendment to the City's Zoning Atlas performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on June 18, 2025 to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes, held on August 13, 2025 after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of

this Ordinance. Based on such findings the City Council determines that the City of Bradenton Land Use Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, classifying the Property as I, Industrial.

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall be contingent upon Ordinance 4062 becoming effective and shall otherwise become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 13th DAY OF AUGUST 2025.

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

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	June 18, 2025
City Council 1st Reading	July 23, 2025
City Council 2nd Reading and Public Hearing	August 13, 2025
Local Planning Agency ad published	June 5, 2025
City Council hearing ad published	August 3, 2025

EXHIBIT A

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida.
   Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458):

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) See Sheet #1 for additional notes.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

SCALE: NONE
SHEET: 2 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

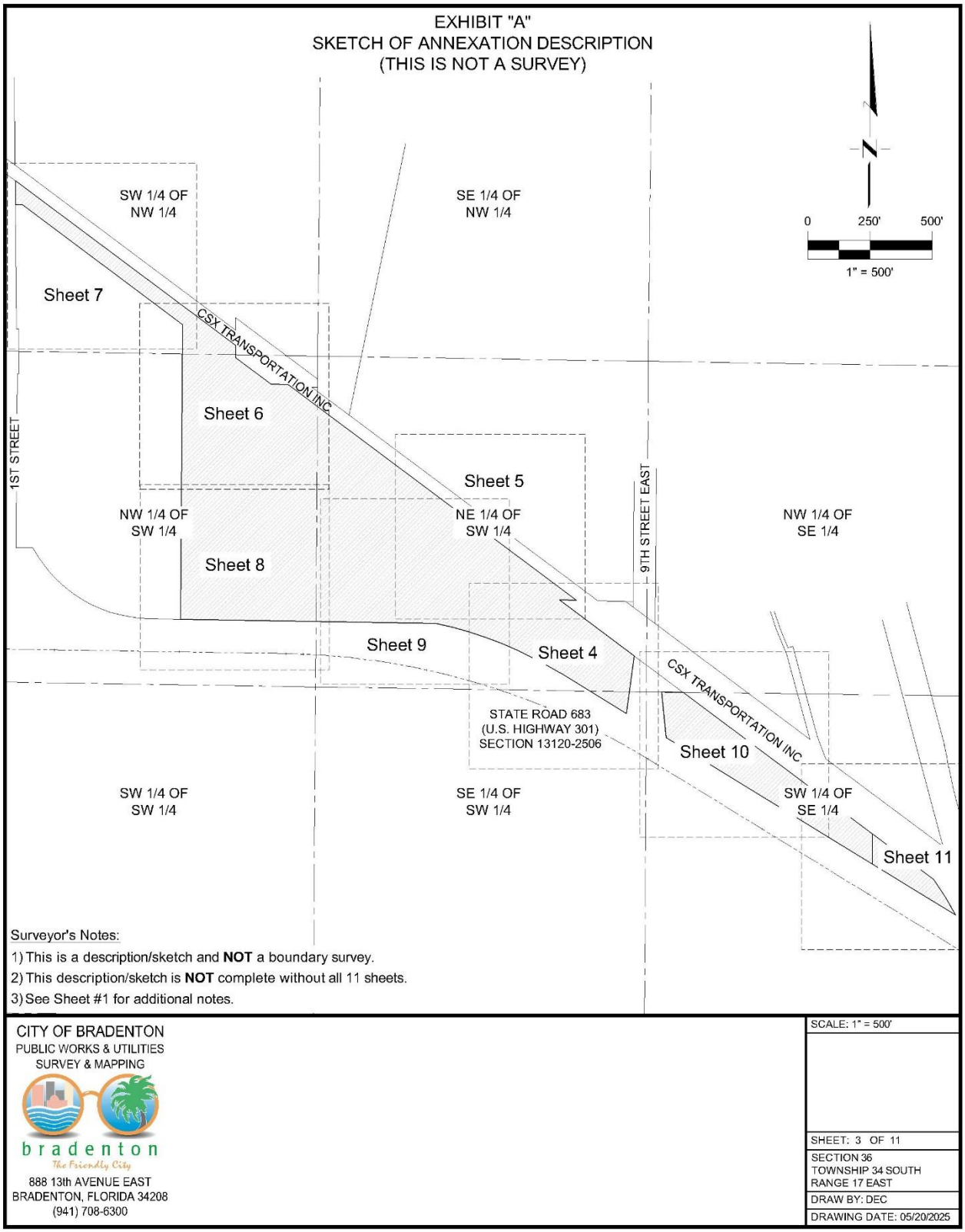


EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
SW 1/4 OF NW 1/4
SE 1/4 OF NW 1/4
0
250'
500'
1" = 500'
Sheet 7
CSX TRANSPORTATION INC
Sheet 6
1ST STREET
Sheet 5
9TH STREET EAST
NW 1/4 OF SW 1/4
NE 1/4 OF SW 1/4
NW 1/4 OF SE 1/4
Sheet 8
Sheet 9
Sheet 4
CSX TRANSPORTATION INC
STATE ROAD 683
(U.S. HIGHWAY 301)
SECTION 13120-2506
Sheet 10
SW 1/4 OF SW 1/4
SE 1/4 OF SW 1/4
SW 1/4 OF SE 1/4
Sheet 11
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all 11 sheets.
3) See Sheet #1 for additional notes.
CITY OF BRADENTON
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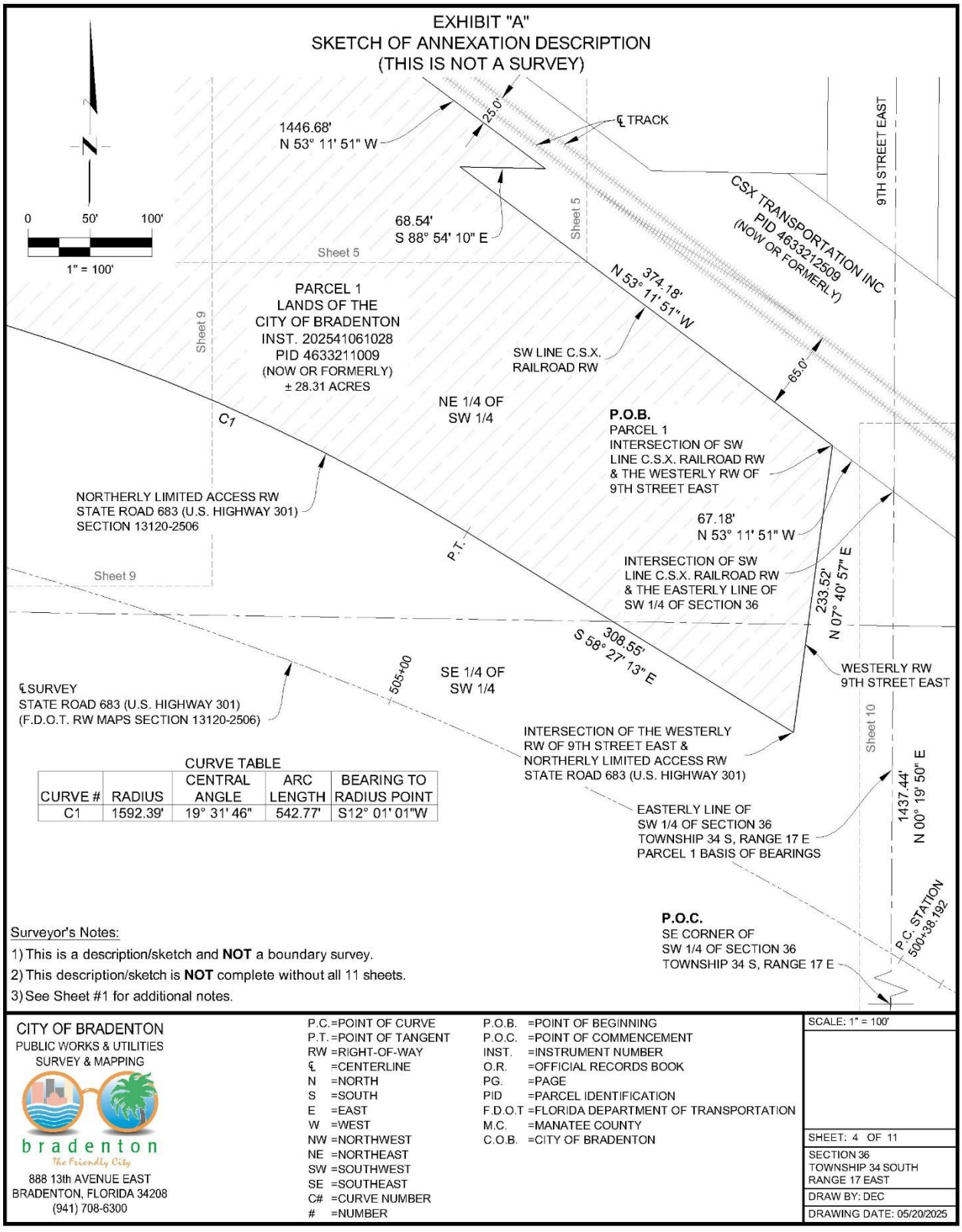
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

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BRADENTON, FLORIDA 34208
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P.C.	=POINT OF CURVE	P.O.B.	=POINT OF BEGINNING
P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
E	=EAST	F.D.O.T	=FLORIDA DEPARTMENT OF TRANSPORTATION
W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'
SHEET: 4 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

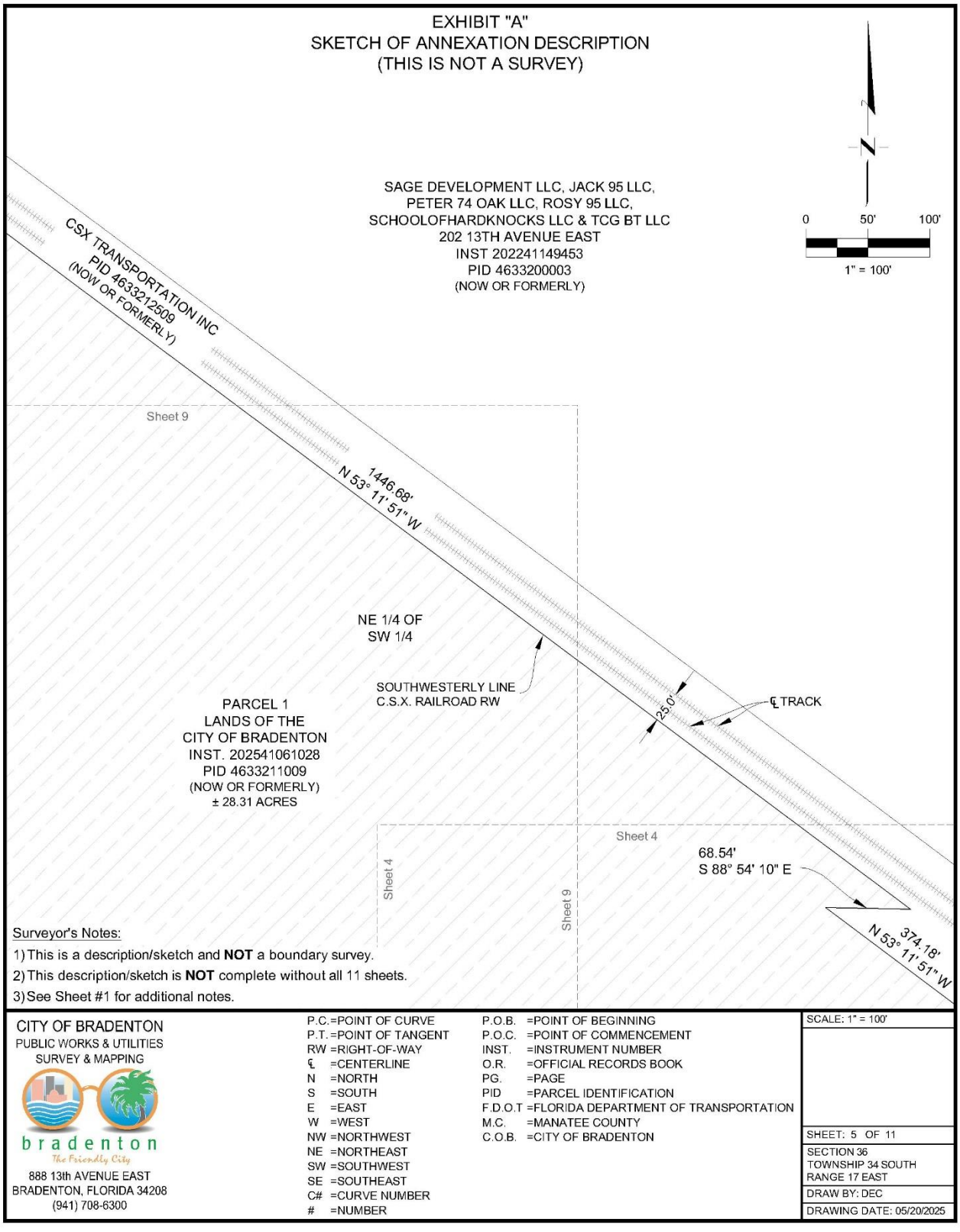
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
N
0
50'
100'
1" = 100'
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
Sheet 9
1446.68'
N 53° 11' 51" W
NE 1/4 OF
SW 1/4
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
25.0'
℄ TRACK
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
Sheet 4
Sheet 4
Sheet 9
68.54'
S 88° 54' 10" E
374.18'
N 53° 11' 51" W
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
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CITY OF BRADENTON
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SURVEY & MAPPING
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P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
C# =CURVE NUMBER
# =NUMBER
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 5 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

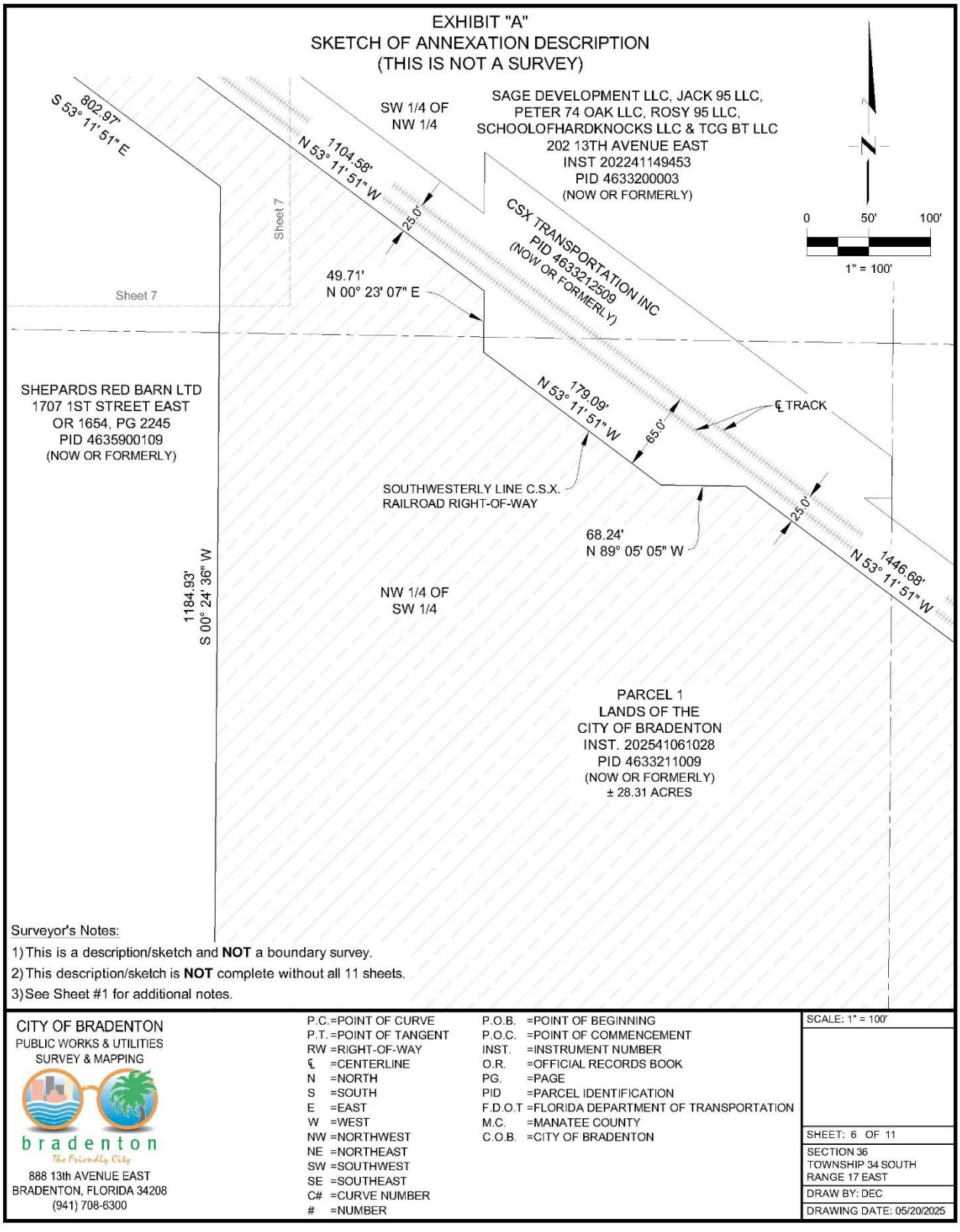
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
S 53° 11' 51" E
802.97'
SW 1/4 OF
NW 1/4
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
N 53° 11' 51" W
1104.58'
25.0'
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
Sheet 7
Sheet 7
0
50'
100'
1" = 100'
49.71'
N 00° 23' 07" E
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
N 53° 11' 51" W
179.09'
65.0'
℄ TRACK
SOUTHWESTERLY LINE C.S.X.
RAILROAD RIGHT-OF-WAY
68.24'
N 89° 05' 05" W
25.0'
N 53° 11' 51" W
1446.68'
1184.93'
S 00° 24' 36" W
NW 1/4 OF
SW 1/4
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
Surveyor's Notes:
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CITY OF BRADENTON
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SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
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N =NORTH
S =SOUTH
E =EAST
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NE =NORTHEAST
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P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 6 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

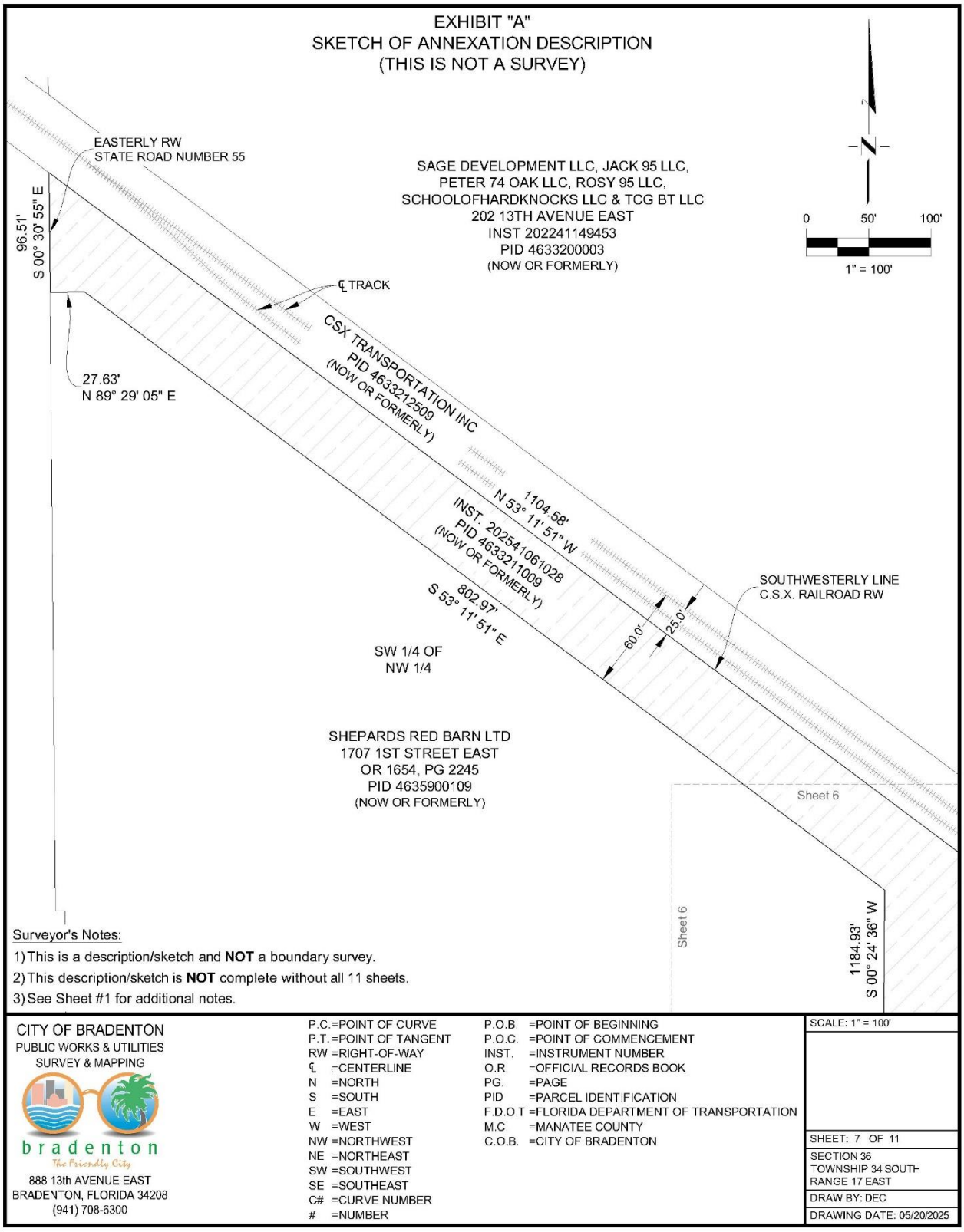
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
EASTERLY RW
STATE ROAD NUMBER 55
96.51'
S 00° 30' 55" E
SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)
0
50'
100'
1" = 100'
℄ TRACK
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
27.63'
N 89° 29' 05" E
1104.58'
N 53° 11' 51" W
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
802.97'
S 53° 11' 51" E
60.0'
25.0'
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
SW 1/4 OF
NW 1/4
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
Sheet 6
Sheet 6
1184.93'
S 00° 24' 36" W
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all 11 sheets.
3) See Sheet #1 for additional notes.
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
C# =CURVE NUMBER
# =NUMBER
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 7 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

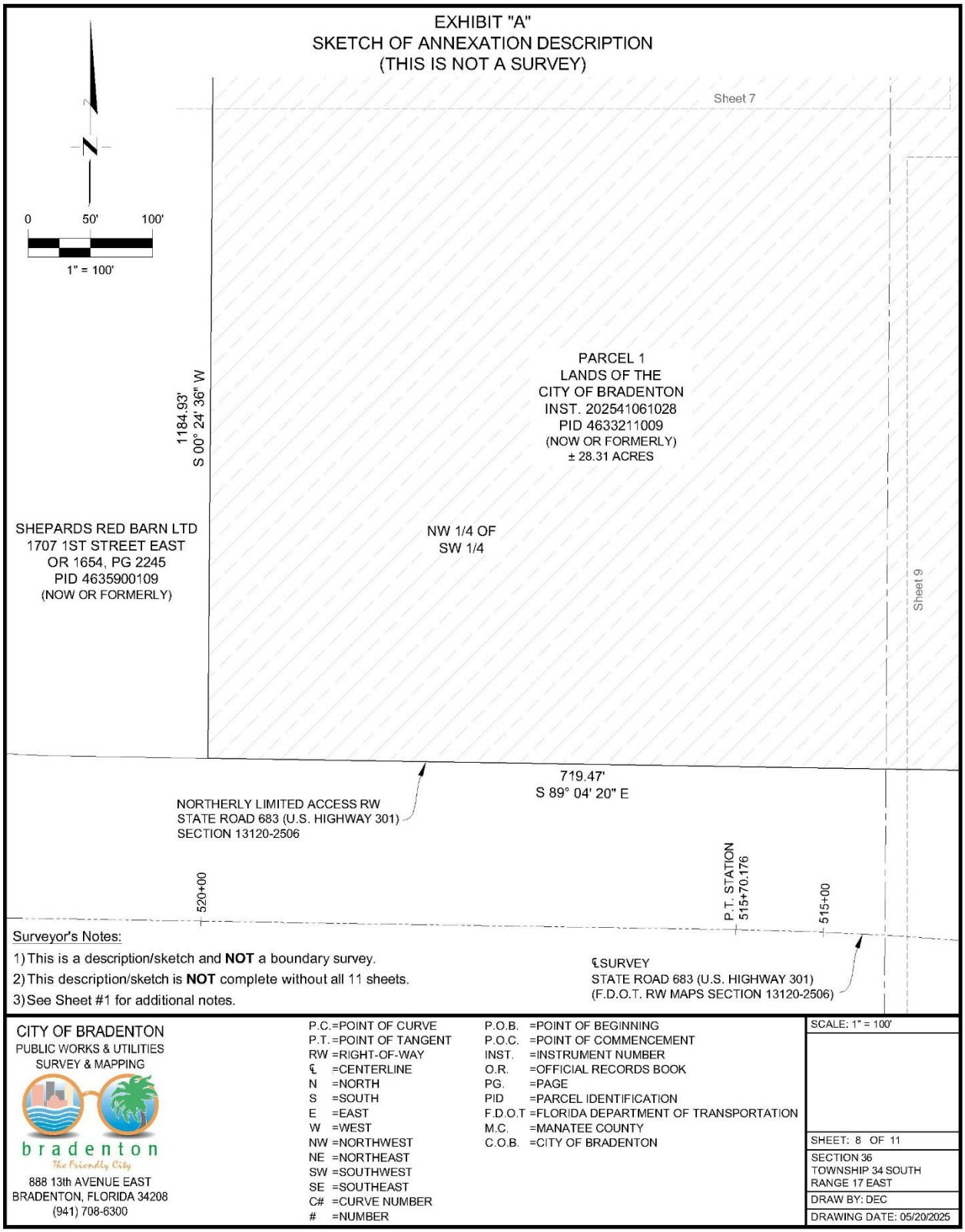
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
N
0
50'
100'
1" = 100'
Sheet 7
Sheet 9
1184.93'
S 00° 24' 36" W
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)
NW 1/4 OF
SW 1/4
719.47'
S 89° 04' 20" E
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
520+00
P.T. STATION
515+70.176
515+00
℄SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
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3) See Sheet #1 for additional notes.
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.C. =POINT OF CURVE
P.T. =POINT OF TANGENT
RW =RIGHT-OF-WAY
℄ =CENTERLINE
N =NORTH
S =SOUTH
E =EAST
W =WEST
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
C# =CURVE NUMBER
# =NUMBER
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
INST. =INSTRUMENT NUMBER
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
F.D.O.T =FLORIDA DEPARTMENT OF TRANSPORTATION
M.C. =MANATEE COUNTY
C.O.B. =CITY OF BRADENTON
SCALE: 1" = 100'
SHEET: 8 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

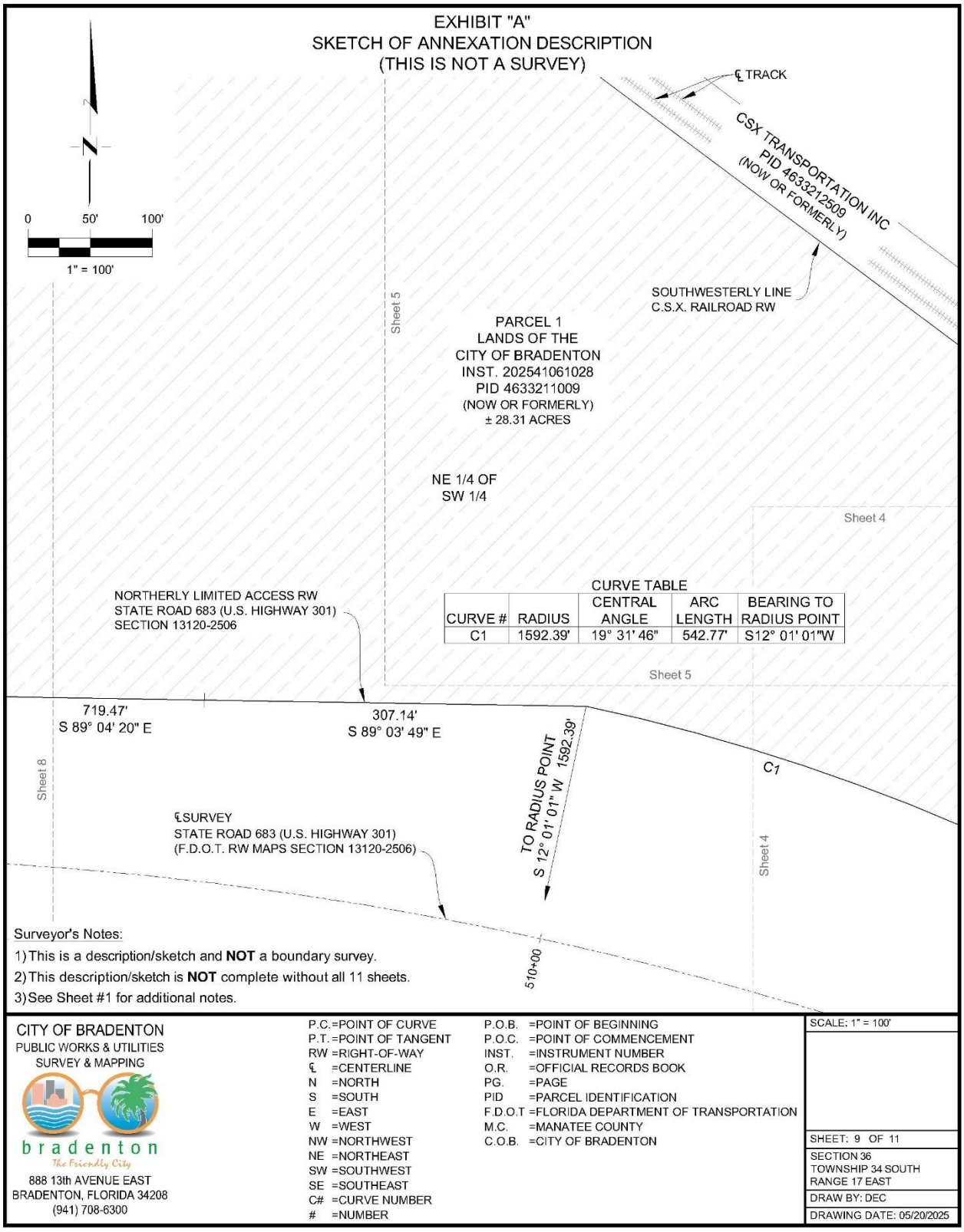
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
℄ TRACK
CSX TRANSPORTATION INC
PID 4633212509
(NOW OR FORMERLY)
0
50'
100'
1" = 100'
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
Sheet 5
PARCEL 1
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4633211009
(NOW OR FORMERLY)
± 28.31 ACRES
NE 1/4 OF
SW 1/4
Sheet 4
CURVE TABLE
CURVE # | RADIUS | CENTRAL ANGLE | ARC LENGTH | BEARING TO RADIUS POINT
C1 | 1592.39' | 19° 31' 46" | 542.77' | S12° 01' 01"W
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
Sheet 5
719.47'
S 89° 04' 20" E
307.14'
S 89° 03' 49" E
TO RADIUS POINT
S 12° 01' 01" W 1592.39'
C1
Sheet 8
℄SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
Sheet 4
510+00
Surveyor's Notes:
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CITY OF BRADENTON
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SCALE: 1" = 100'
SHEET: 9 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
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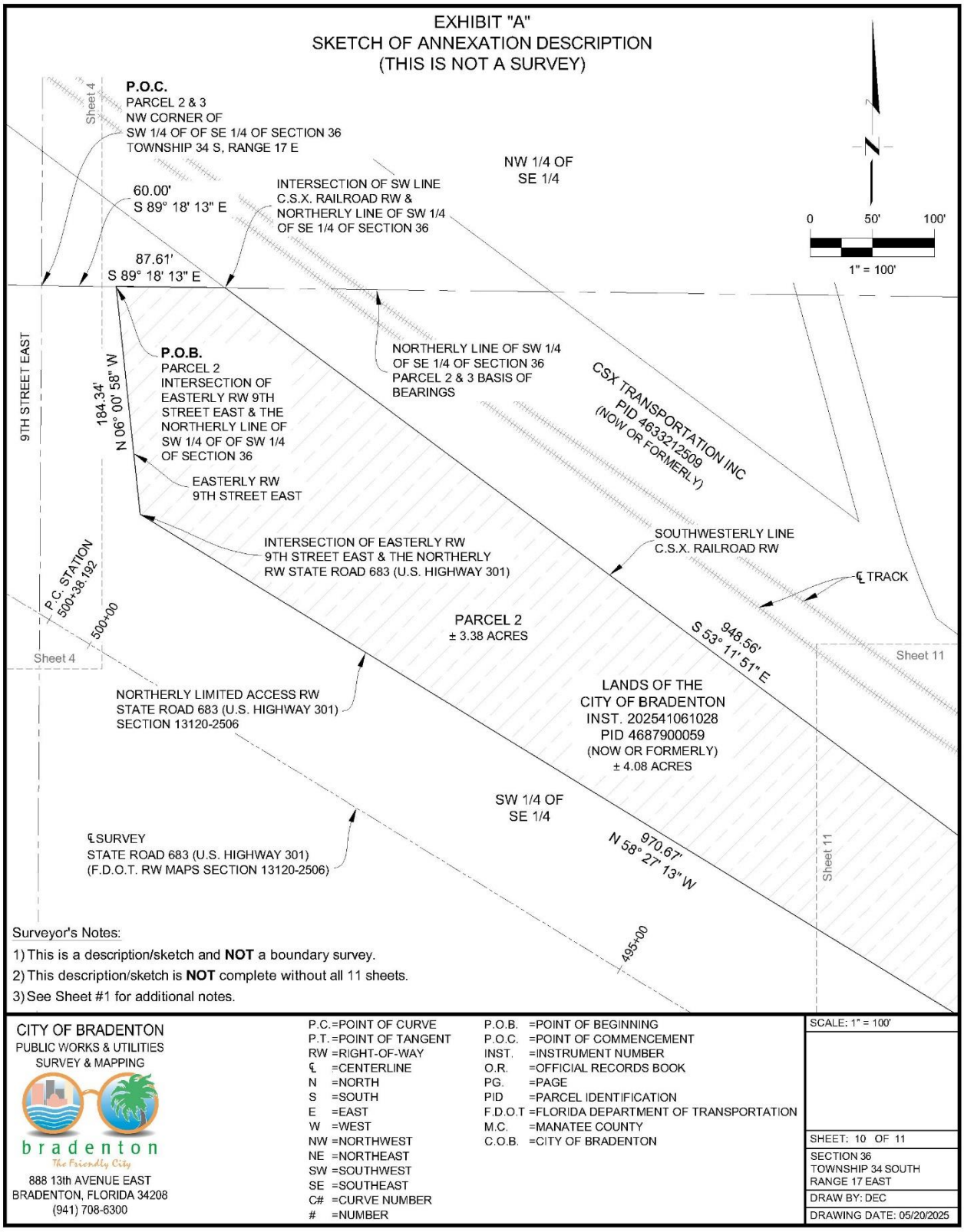
EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)
P.O.C.
PARCEL 2 & 3
NW CORNER OF
SW 1/4 OF OF SE 1/4 OF SECTION 36
TOWNSHIP 34 S, RANGE 17 E
Sheet 4
NW 1/4 OF
SE 1/4
60.00'
S 89° 18' 13" E
INTERSECTION OF SW LINE
C.S.X. RAILROAD RW &
NORTHERLY LINE OF SW 1/4
OF SE 1/4 OF SECTION 36
87.61'
S 89° 18' 13" E
0
50'
100'
1" = 100'
9TH STREET EAST
184.34'
N 06° 00' 58" W
P.O.B.
PARCEL 2
INTERSECTION OF
EASTERLY RW 9TH
STREET EAST & THE
NORTHERLY LINE OF
SW 1/4 OF OF SW 1/4
OF SECTION 36
NORTHERLY LINE OF SW 1/4
OF SE 1/4 OF SECTION 36
PARCEL 2 & 3 BASIS OF
BEARINGS
CSX TRANSPORTATION INC
PID 463321250
(NOW OR FORMERLY)
EASTERLY RW
9TH STREET EAST
INTERSECTION OF EASTERLY RW
9TH STREET EAST & THE NORTHERLY
RW STATE ROAD 683 (U.S. HIGHWAY 301)
SOUTHWESTERLY LINE
C.S.X. RAILROAD RW
℄ TRACK
P.C. STATION
500+38.192
500+00
PARCEL 2
± 3.38 ACRES
948.56'
S 53° 11' 51" E
Sheet 4
Sheet 11
NORTHERLY LIMITED ACCESS RW
STATE ROAD 683 (U.S. HIGHWAY 301)
SECTION 13120-2506
LANDS OF THE
CITY OF BRADENTON
INST. 202541061028
PID 4687900059
(NOW OR FORMERLY)
± 4.08 ACRES
SW 1/4 OF
SE 1/4
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. RW MAPS SECTION 13120-2506)
970.67'
N 58° 27' 13" W
Sheet 11
495+00
Surveyor's Notes:
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SCALE: 1" = 100'
SHEET: 10 OF 11
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

City of Bradenton
Planning and Community Development Department
City Council First Reading
July 23, 2025

Staff Report

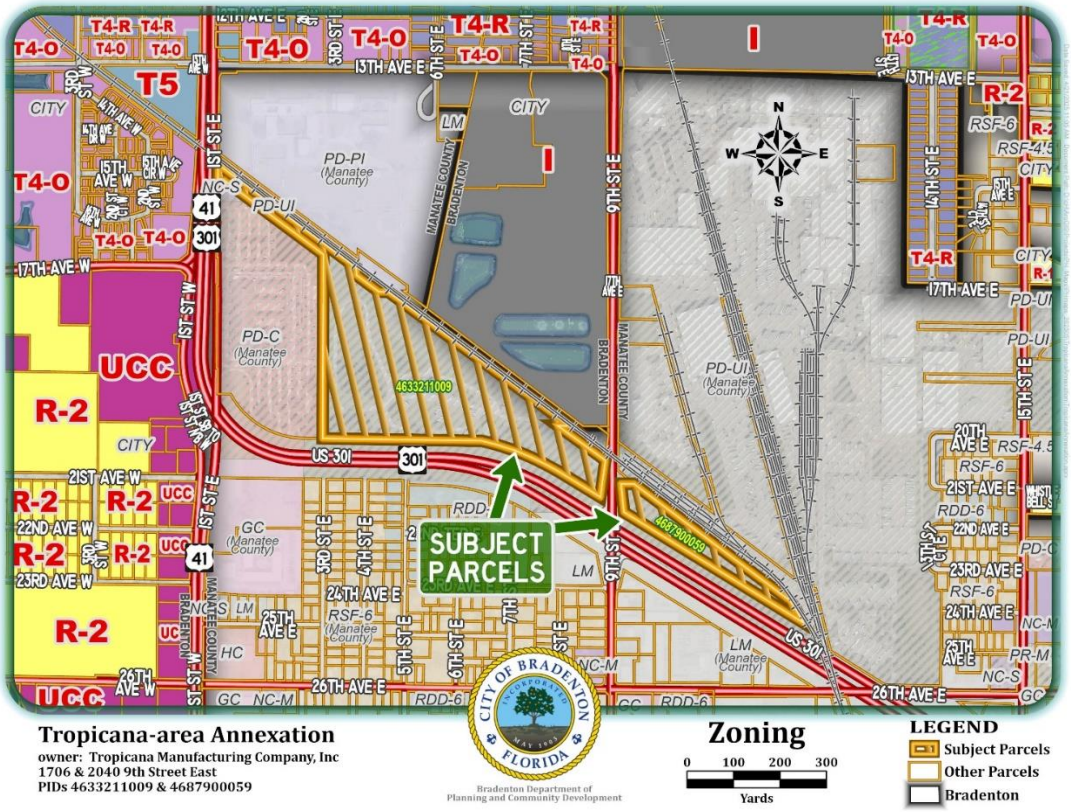
Case Number: PLN-ZON-25-0001 – ORD 4063
Applicant: City of Bradenton
Parcel IDs: 4633211009, 4687900059
Zoning: Manatee County
Proposed Zoning: Industrial (I)
Current Future Land Use: Manatee County
Proposed Future Land Use (per concurrent ORD 4062): Industrial (I)
Flood Zone: X

Surrounding Property:

Zoning:	North: Industrial South: US 301/Manatee County East: Manatee County West: 1st Street East/T4-O
Future Land Use:	North: Industrial South: US 301/Manatee County East: Manatee County West: 1st Street East/T4-O
Uses:	North: Industrial, school South: Residential East: Industrial West: Retail

SUMMARY OF REQUEST

The City of Bradenton is pursuing an annexation of the subject property. As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with nearby zoning classifications.



Industrial *(Proposed Zoning Classification):*

The Bradenton Land Use Regulations describe the Industrial zoning district as:

> This district is designed to permit wholesale and storage establishments and industrial complexes in predominantly developed areas where compatible with surrounding land uses and is intended for use in areas with sites sufficiently large to accommodate industries, their ancillary facilities, parking and buffers.

The following page shows the uses allowed in the Industrial district, with those marked under "P" being permitted by right and those marked under "SU" only allowed with Special Use approval from City Council. Mixed Use Residential or Multifamily that sets aside at least 40 percent of its total units as affordable rental units to income-eligible households (at or below 120 percent area median income) for a period of at least 30 years must also be allowed in Industrial Zoning per Florida's "Live Local Act".

Uses allowed in the Industrial zoning district from SCHEDULE 3.2.1.2 Permitted and Special Uses:

USE (1)(5)	I		USE (1)(5)	I		USE (1)(5)	I	
	P	SU		P	SU		P	SU
Service Station/Repair	X		Parks		X	Heliports (11)		X
Car Wash	X		Public Transportation Terminal	X		Docks and Piers * (4)	X	
Auto Sales/Rental	X		Marinas	X		Testing Laboratories	X	
Parking Lot/Garage	X		Motor Freight Terminals		X	Heating and Fuel	X	
Automotive Specialty	X		Marine Establishments	X		Ice Plant	X	
Construction Service	X		Storage Establishments	X		Heavy <Manufacturing>		X
Farm/Marine Supplies	X		Plant Nurseries	X		PUBLIC FACILITIES		X
Laundry/Dry Cleaning Plant	X		Communication Towers *		X	PRIVATE EVENTS	X	
Wholesale	X		Light <Manufacturing>	X		Group Care Facilities * (12)	X	
Convenience, Grocery, Drugs	X		Kennels, Animal Boarding		X	Veterinarian/Animal Hospital	X	
Catering		X	OFFICES - NON-MEDICAL	X		NEWSRACKS, MODULAR *	X	

* Indicates that there are specific use regulations pertaining to the use (section 4.3).

(1) Outdoor storage and/or display in conjunction with any use is not permitted unless specifically approved by special use permit.
(2) Limited to four per year, maximum two weeks duration each, except Christmas tree lots which are limited to once yearly for 30 days.
(3) Refer to section 3.4.6, special district regulations, for use permissions in the Antique District Overlay.
(4) Docks and piers proposed for public waterfront and those not meeting the criteria in section 5.1.2.14 shall require a special use permit.
(5) Retail establishments providing modeling services require 1,000 square feet per room.
(6) Buildings within 40 feet of a local street abutting a residential land use district must be residential in use and character and oriented to the local street. Neighborhood-serving retail uses may be allowed for corner parcels at local and minor collector street intersections if approved as a planned development project with a positive recommendation from the architectural review board.
(7) City council approval may be required. Refer to sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.
(8) Adult and child day care centers with six or less clients and "family day care home" as defined and licensed by HRS [Department of Children and Families] are exempt from zoning requirements.
(9) Day care centers, schools, churches, and other religious establishments can not be located within 500 feet of any adult entertainment establishment.
(10) Permitted use inside the Urban Central Business District Overlay.
(11) Helicopter pads shall be a permitted accessory use to hospitals and public safety facilities.
(12) Shall be a state licensed facility.

FUTURE LAND USE

This application was submitted with a concurrent application to designate the property with the Industrial Future Land Use Classification. Industrial zoning and Industrial future land use are inherently compatible.

ANALYSIS

Land Use Regulations:

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

3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

The Industrial zoning category is consistent with the Industrial future land use category, which is the proposed future land use category for this property along with the annexation.

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

Industrial zoning is consistent with surrounding zoning and adjacent land uses. There is industrial zoning directly north of these properties.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of

service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

The Technical Memorandum provided by Kim Clayback P.E., Engineering Manager with City of Bradenton Public Works explains the existing utilities that are found on the site. There is no indication of any concern with meeting the demand for services. This memorandum is attached to this report as Exhibit E.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Designating these lands under the Industrial zoning category does not conflict with the public interest.

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

Because the intended future uses are those that fall under permitted per the use schedule in the Land Use Regulations, this designation is consistent with the purpose and intent of the LURs.

On June 18, 2025, Planning Commission voted unanimously to recommend approval.

EXHIBIT A: Legal Descriptions
EXHIBIT B: Location Map
EXHIBIT C: Future Land Use Map (Current)
EXHIBIT D: Zoning Map
EXHIBIT E: Technical Memorandum

EXHIBIT A

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida.
   Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

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(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458):

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

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7) See Sheet #1 for additional notes.

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SCALE: NONE

SHEET: 2 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
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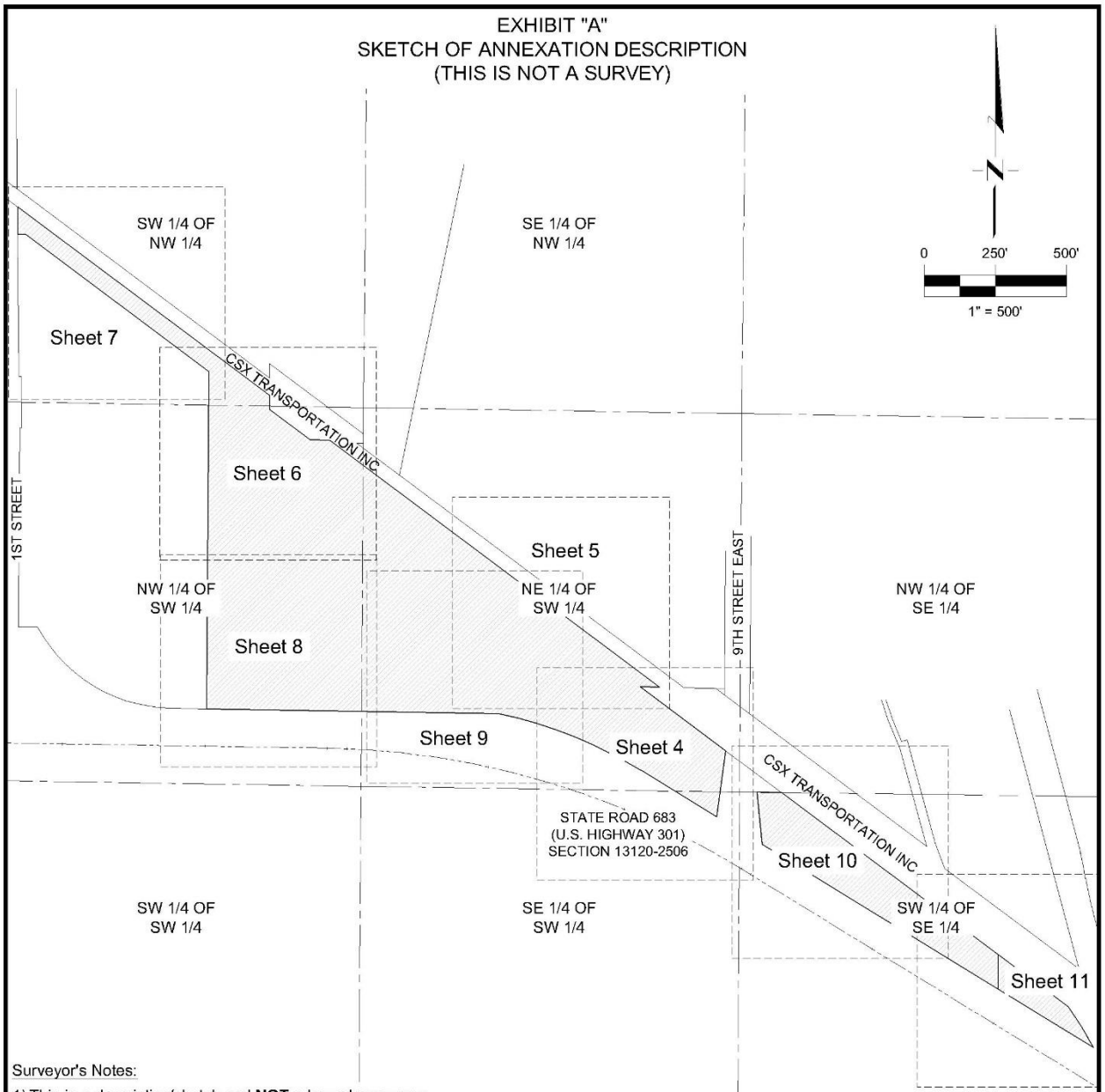

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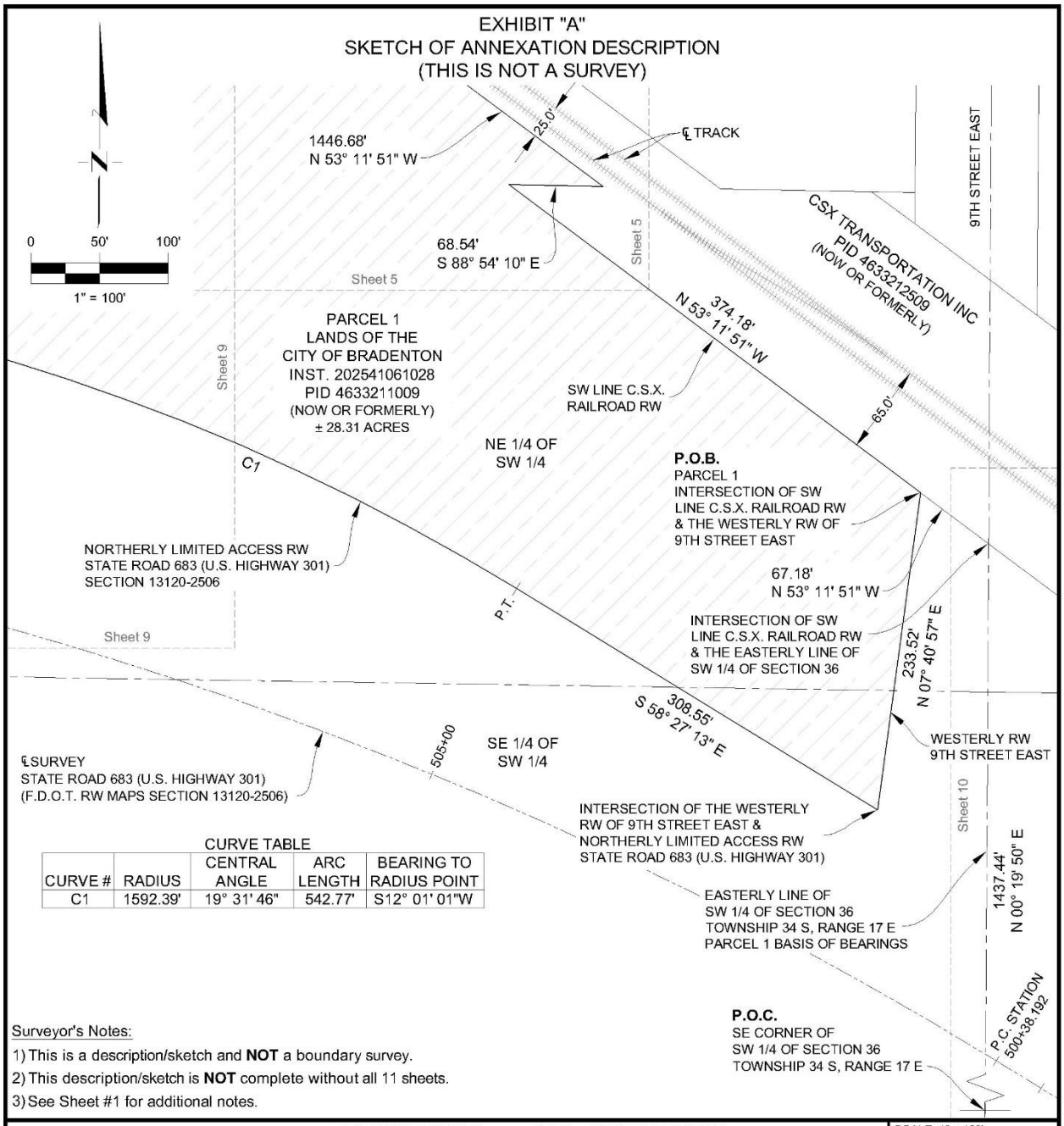
DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

Surveyor's Notes:

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2) This description/sketch is **NOT** complete without all 11 sheets.
3) See Sheet #1 for additional notes.

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bradenton
The Friendly City
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(941) 708-6300

P.C.	=POINT OF CURVE	P.O.B.	=POINT OF BEGINNING
P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
E	=EAST	F.D.O.T	=FLORIDA DEPARTMENT OF TRANSPORTATION
W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 4 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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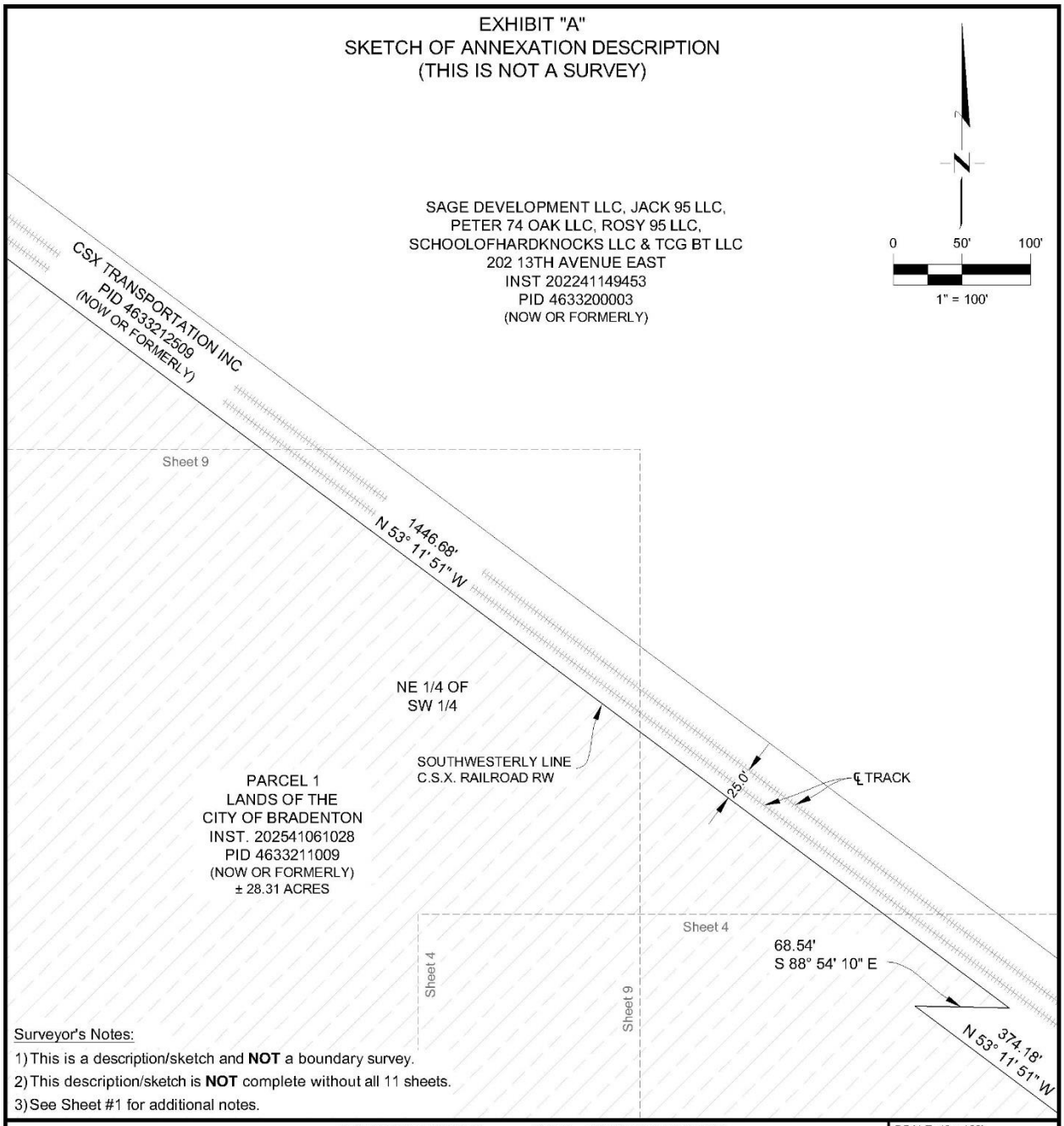
(THIS IS NOT A SURVEY)



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#	=NUMBER		

SCALE: 1" = 100'

SHEET: 5 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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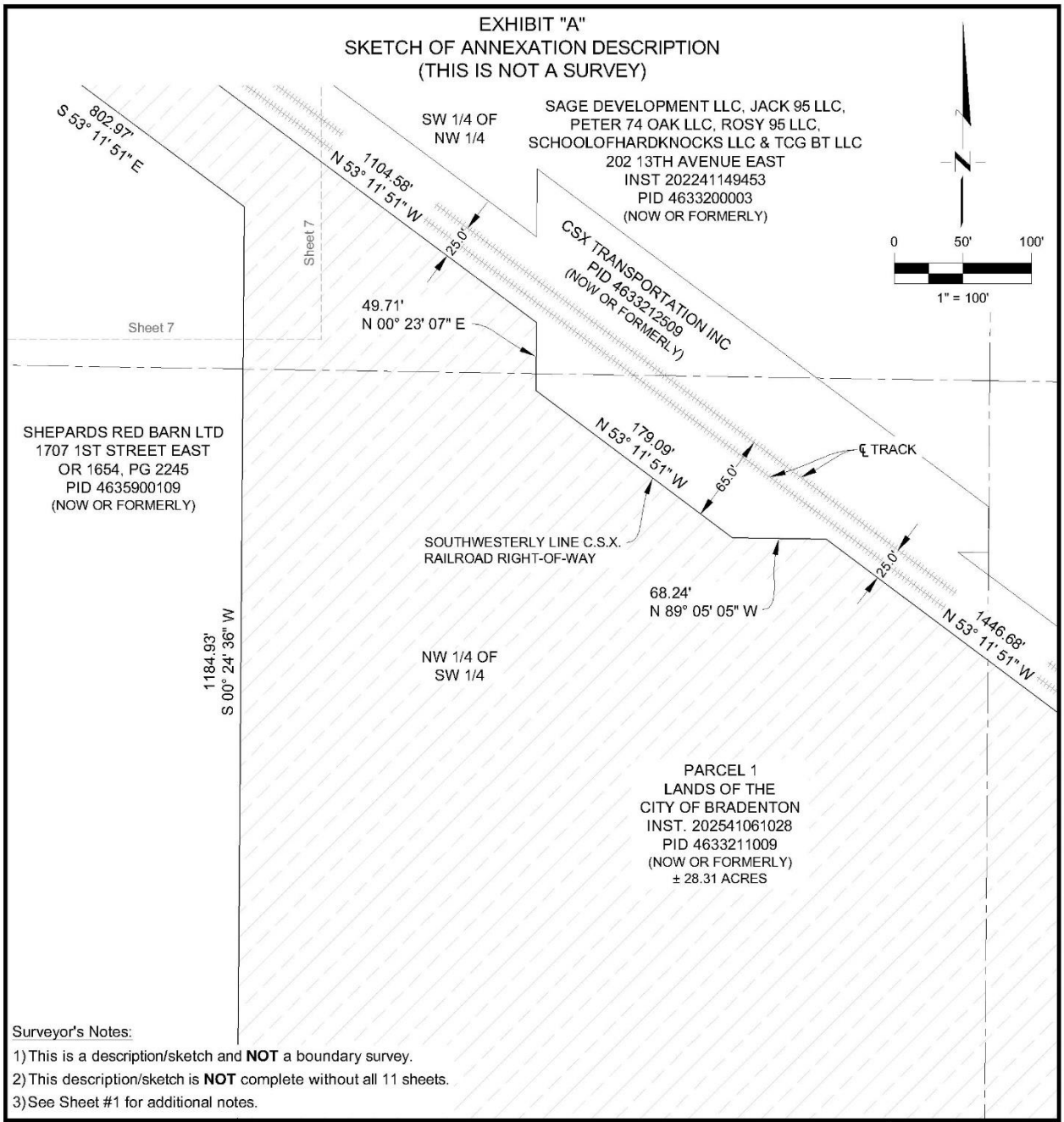
(THIS IS NOT A SURVEY)



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C#	=CURVE NUMBER		
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SCALE: 1" = 100'

SHEET: 6 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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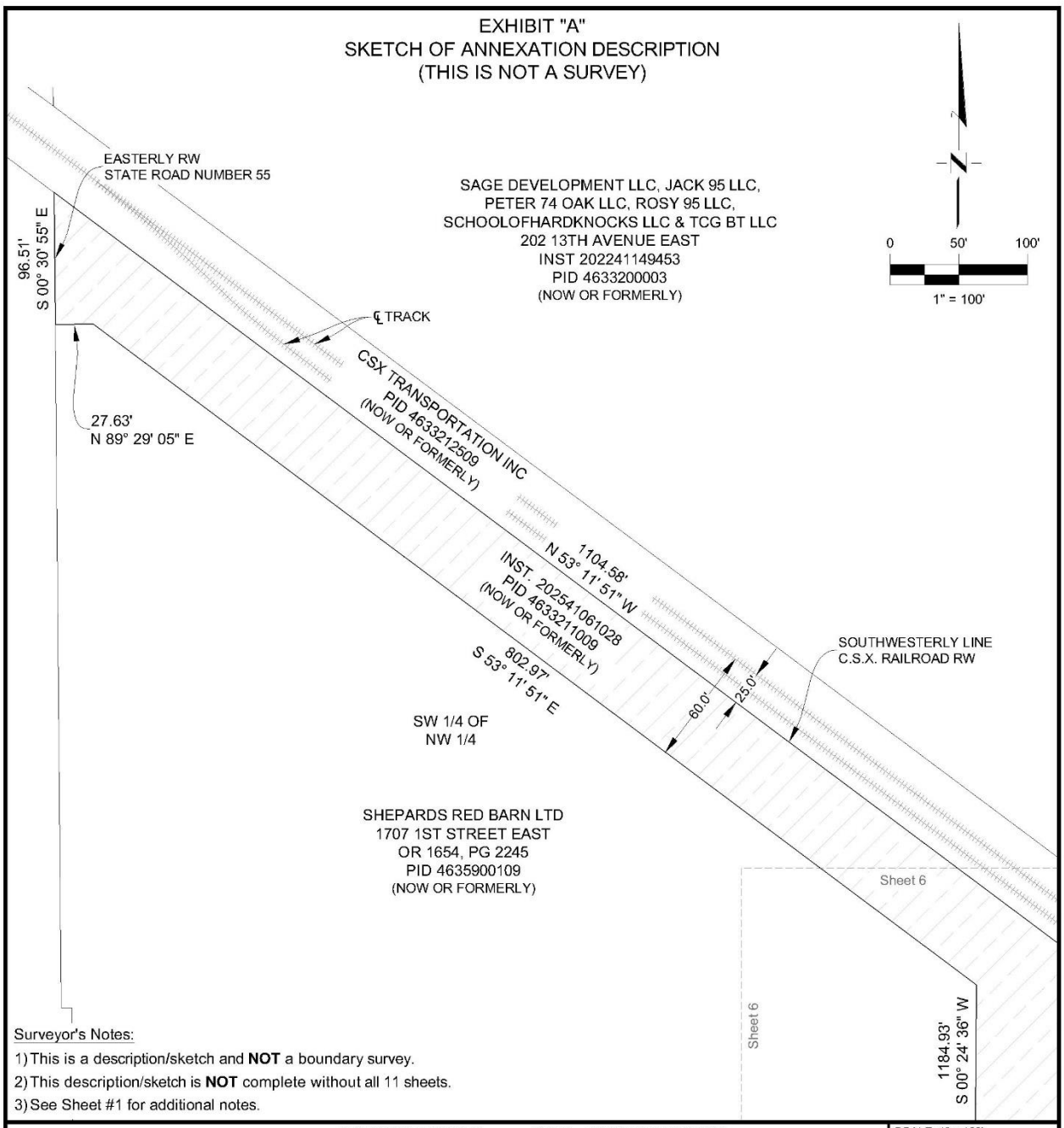

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SCALE: 1" = 100'

SHEET: 7 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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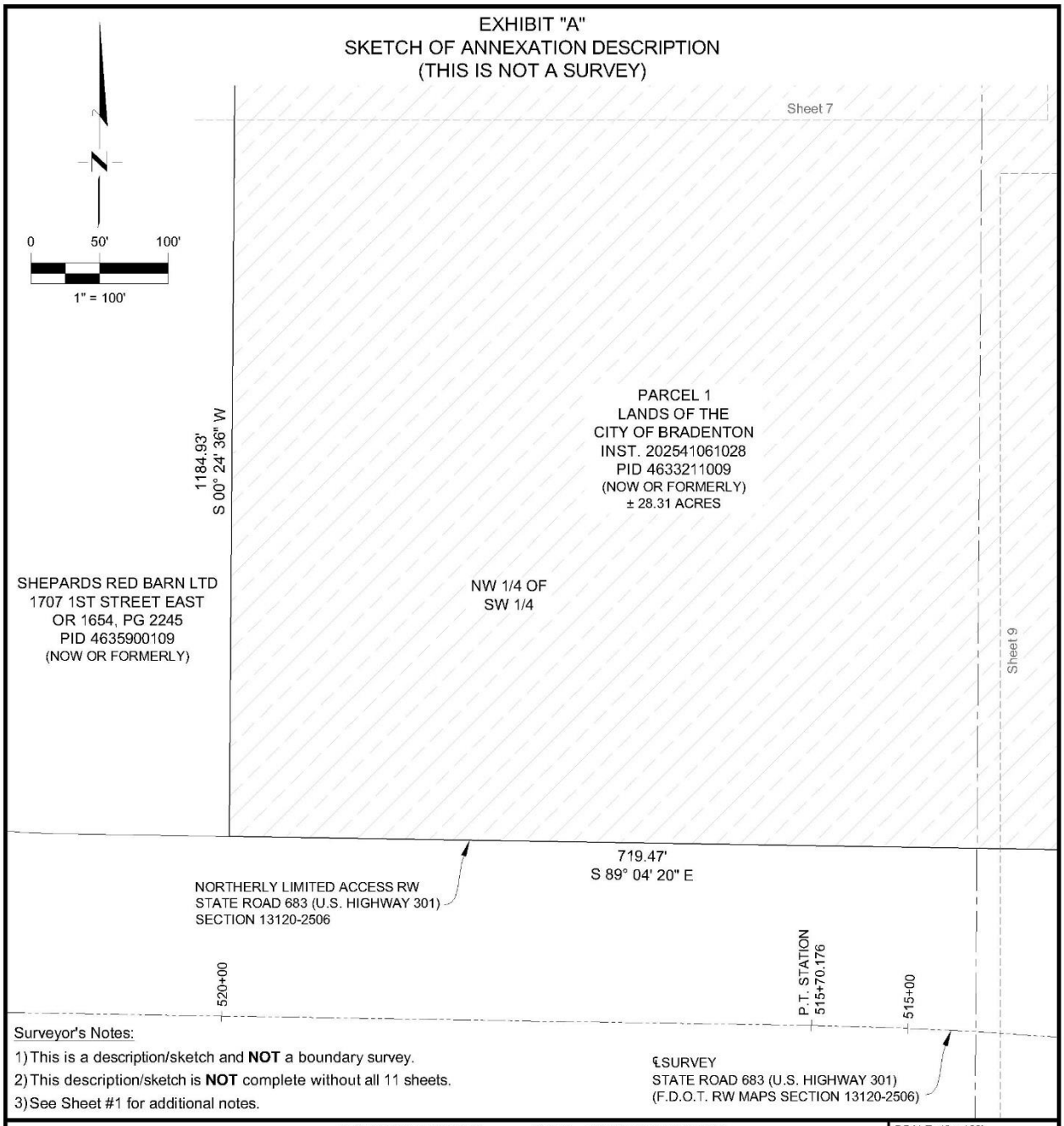

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SCALE: 1" = 100'

SHEET: 8 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

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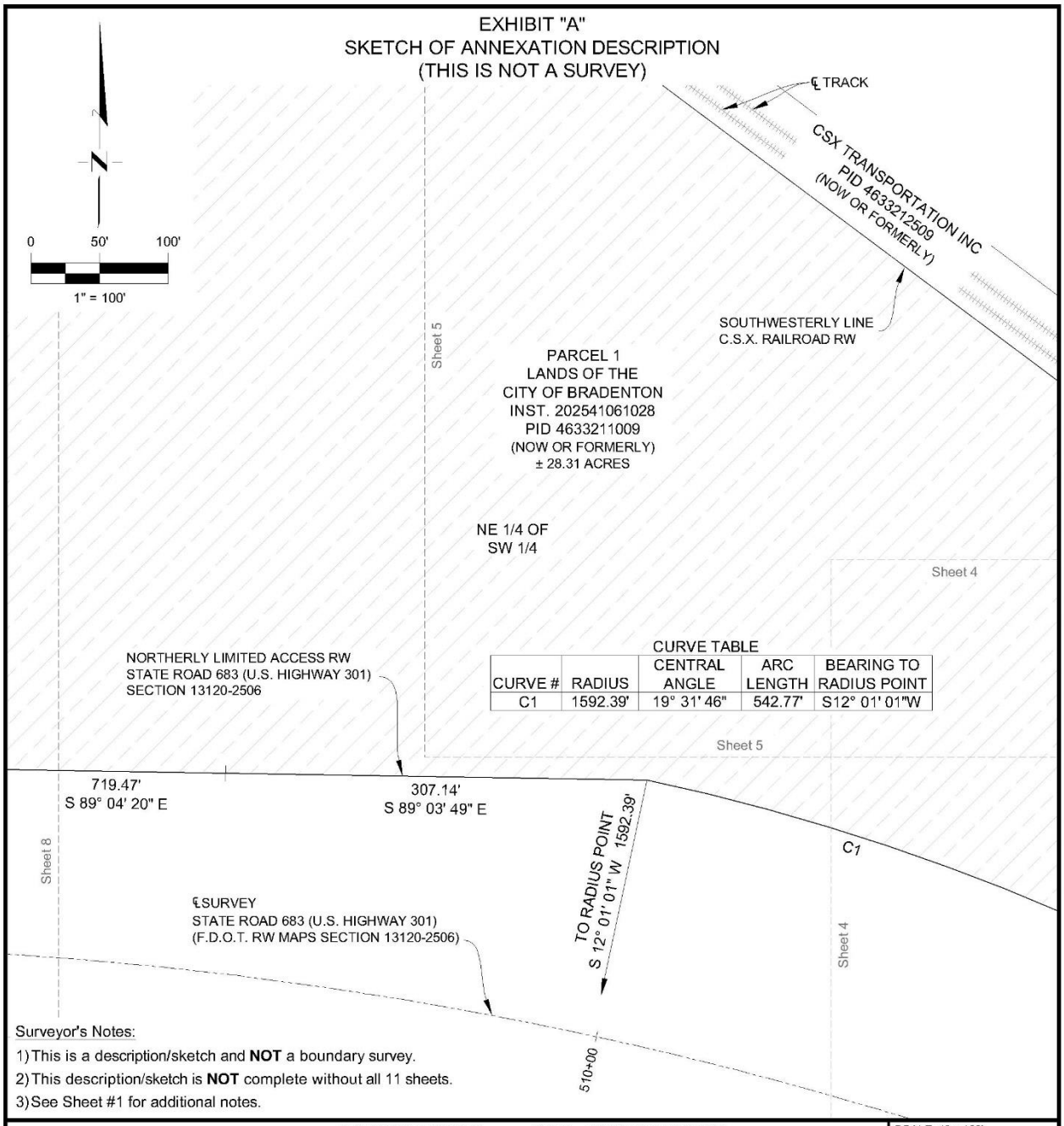

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#	=NUMBER		

SCALE: 1" = 100'

SHEET: 9 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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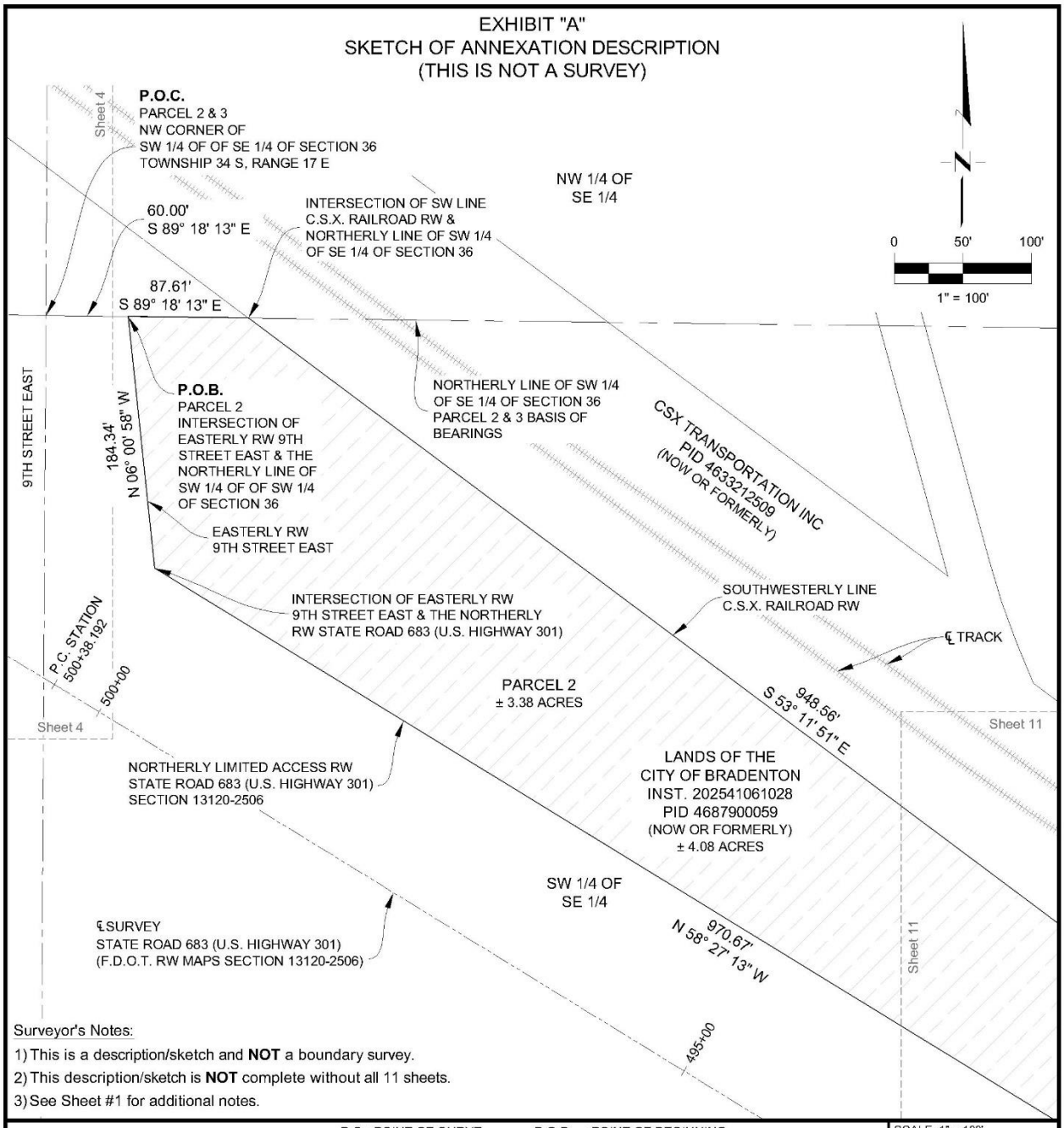

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SCALE: 1" = 100'

SHEET: 10 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
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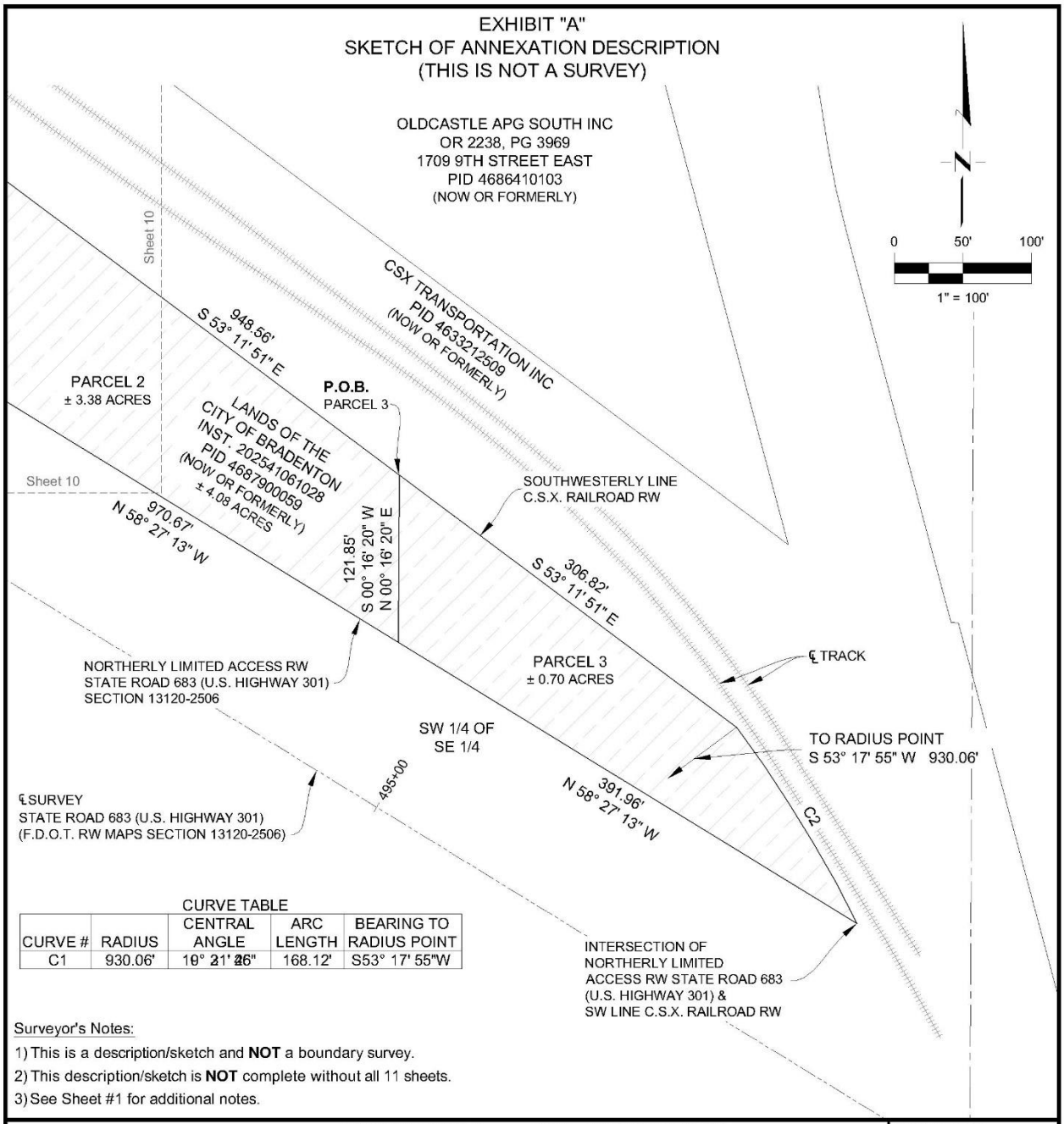

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	930.06'	10° 21' 26"	168.12'	S53° 17' 55"W

Surveyor's Notes:

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C#	=CURVE NUMBER		
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SCALE: 1" = 100'

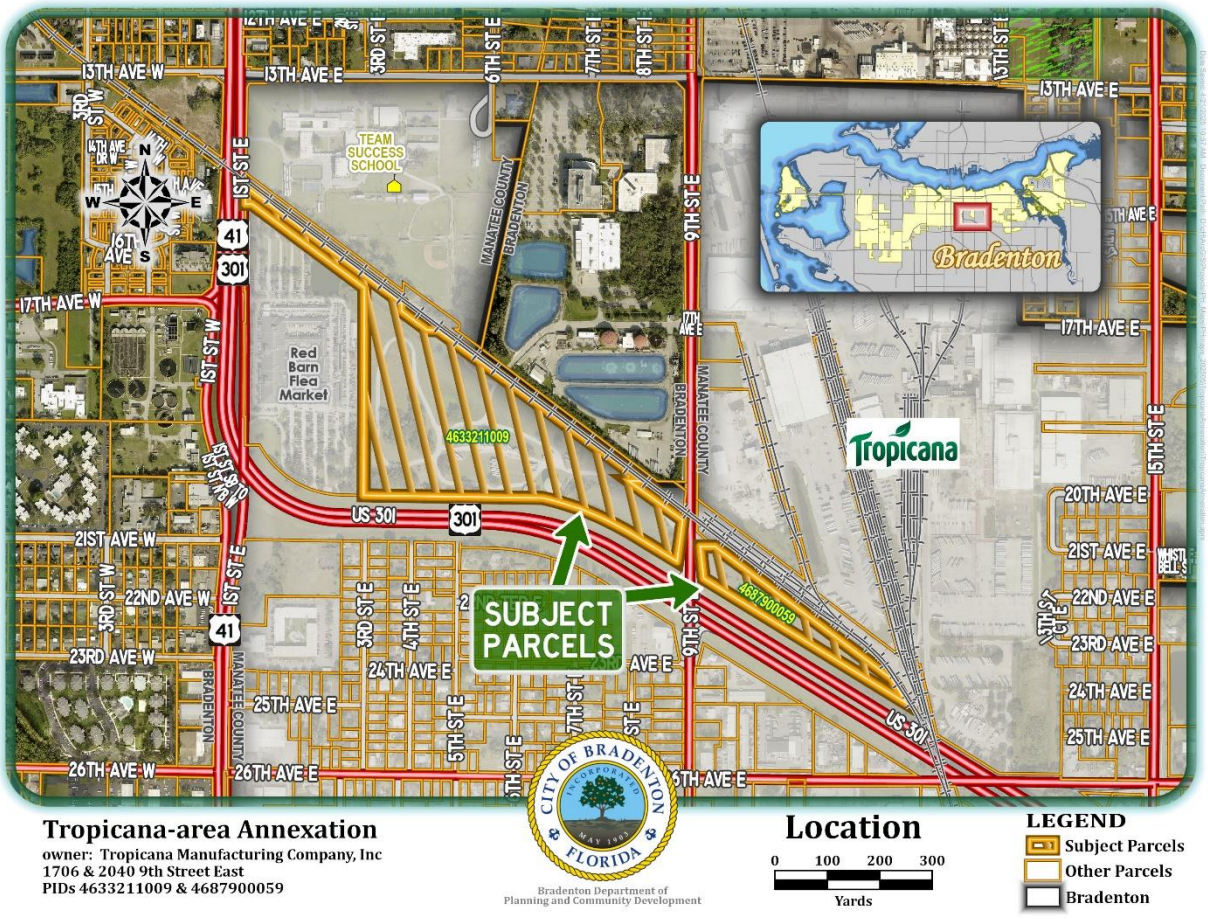
SHEET: 11 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT B



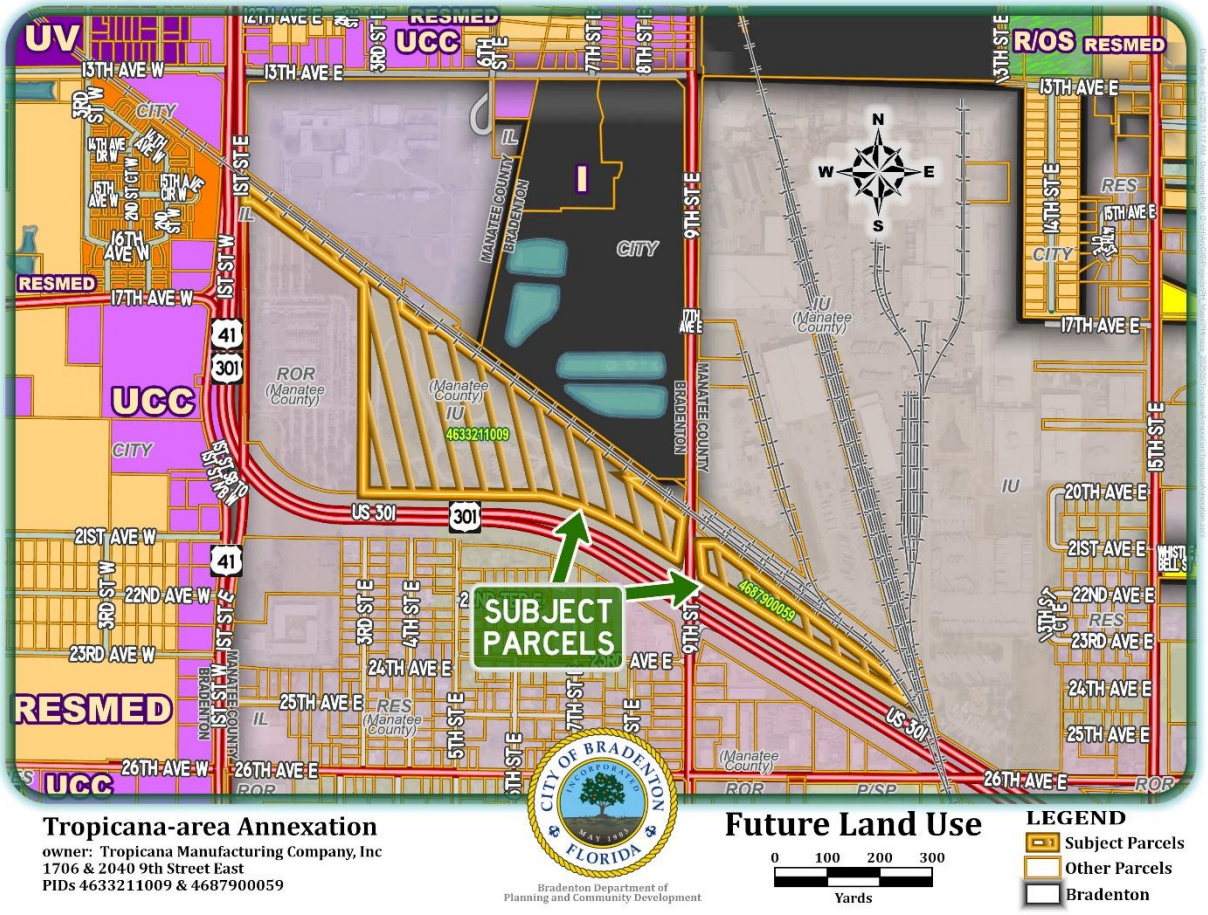
Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development

Location
0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT C



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

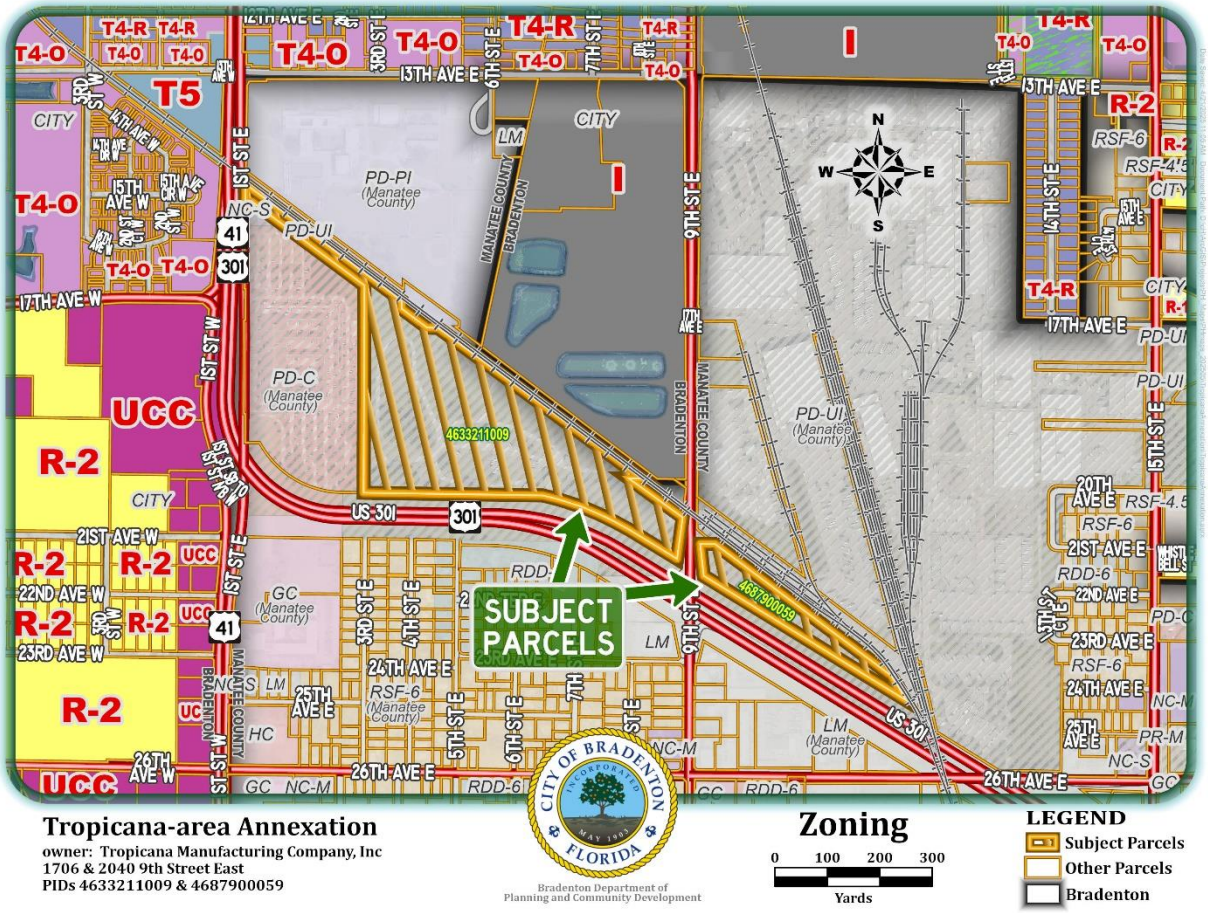
Bradenton Department of
Planning and Community Development

Future Land Use

0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT D



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

Bradenton Department of Planning and Community Development

Zoning

0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT E

Kim Clayback P.E., Engineering Manager

Public Works & Utilities | 888 13th Ave E | Bradenton, Florida 34208
941.708.6300 | kim.clayback@bradentonfl.gov
www.cityofbradenton.com

Technical Memorandum
Annexation from Manatee County to City of Bradenton
PID 4633211009 and 4687900059

The City of Bradenton intends to annex PID's 4633211009 and 4687900059 from unincorporated Manatee County into the City of Bradenton's jurisdiction. The intended use of the property is industrial in that the City intends on constructing a Public Works and Utilities Field Support Complex.

Existing Utilities are found throughout the site and are described below:

- A ±3100-ft 24" water transmission main is located immediately outside of the CSX railroad ROW on PID 4633211009 and on PID 4687900059 is an additional ±1300-ft 24" water transmission line is on the south side of the property immediately outside of the FDOT ROW along US301. This line is not meant to provide service to customer as it routes water from the water treatment plant to the high service pump station.

- Reclaimed water facilities are on site; a 2MG tank reuse tank with ancillary structures is located on the south side of the property; the area is fenced and includes a FPL transformer. A ±250-ft pipeline extends north from the tank to the 18" reclaimed line adjacent to the railroad. A second pipeline, ±800-ft, extends to the east to 9th St E.

- On PID 4633211009 a ±3100-ft 18" reuse transmission main is located immediately outside the CSX railroad ROW. The line crosses 9th St E and ±1300-ft of 18" reclaimed water pipe is on the south side of the property immediately outside of the FDOT ROW along US301.

- PID 4687900059 has a backflow and fire hydrant on the property; both are connected to the City reclaimed water transmission line.

- No sanitary facilities are currently on the properties.

- Valves associated with the reclaimed water line and the water transmission main are located within the property bounds of both parcels.

- Several stormwater dry ponds and swales are located on PID 4633211009. The environmental resource permits (ERP) associated with parcel are ERP 6551.004 and 13215.003 with the permittee identified as Tropicana Products. Additionally, CSX Transportation is the permittee for additional stormwater activities with ERP 17270.000. Runoff from the Red Barn was permitted under ERP 8548.000 and 001where runoff is directed to the swale system adjacent to the railroad. Multiple stormwater pipes associated with these systems are located throughout the north side of the property.

- A billboard is located on PID 4687900059. The ownership of the advertisement appears to be Tropicana. A lease was discovered from 2007 between FDOT and CST Enterprises; the lease has expired.

- Two Tropicana monument signs are within the property boundaries.

- Overhead electric appears throughout the property.

From the Future Land Use Element of the City's Comprehensive Plan, the City is required to provide adequate service for potable water, wastewater, stormwater, police, fire protection, roadway maintenance, garbage collection and parks and recreation.

- Potable Water
  A City owed 8" PVC water line crosses US301 to serve the adjacent property known as the Red Barn Flea Market. The construction of an extension of this line will provide adequate water service to the two parcels noted above. The pipe extension to the proposed annexed properties will be constructed, owned, and maintained by City of Bradenton Public Works.

- Wastewater
  Wastewater service to the two parcels noted above shall be provided via an internal collection system for the sanitary facilities and a small package pump system to connect to an existing City force main located in the right of way on the east side of US301.

- Stormwater
  Stormwater is required to be managed on the site, several permittees are associated with the environmental resource permits, Tropicana and CSX. The facilities permitted previously shall be taken into account in the calculations and stormwater management system for PID 4633211009. Additionally, the Red Barn utilizes the swale along the north side of the property adjacent to the railroad to manage stormwater runoff.

- Police and Fire Protection
  City Police and Fire will cover the needs at the new Public Works Field Operations Center.

- Roadway Maintenance
  The roadways within the property will have limited public access with the primary users being city maintenance vehicles. The City's internal Street Department will be responsible for maintaining the internal roads. Ingress-egress decisions shall be

included during the design phase.

- Garbage Collection
  City Solid Waste is being relocated to the Field Operations and Center and will be responsible for waste removal from the yard.

- Parks and Recreation
  The intended industrial use of the property and the consideration the property is owned by the City does not allow for parks and recreational areas to be considered.

The property is the future home of the Public Works Field Operations Center. With consolidated operations and workforce, the annexation will help to improve the level of service offered through Public Works and Utilities to our residents and businesses as well as increased security for the multi-million dollars of assets on site.

PLN-ZON-25-0001

Menu Reports Help

File Date: 05/21/2025

Application Status: New

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: Proposed Zoning designation of Industrial for parcels 4633211009 (28.31 acres) and 4687900059 (4.08 acres). Related to PLN-AXR-25-0001, request to annex from unincorporated Manatee County to the City of Bradenton. Planned future use of the parcels is to accommodate the City of Bradenton's Public Works and Utility Department, more specifically the Divisions of Solid Waste, Fleet, Warehouse, Water/Sewer (collection and distribution), Landscape & Grounds, Streets, and Drainage.

Application Type: Zoning Map Amendment

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date

Show all

Address: 1706 9th St E, BRADENTON, FL 34208

Owner Name: Tropicana Manufacturing Company Inc.

Owner Address: 433 W. Van Buren Street, Ste. 3N, Chicago, IL 60607

Parcel No: 999%

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Bradenton Planning	City of Bradenton	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields:

GENERAL INFORMATION

Current Zoning Designation	Proposed Zoning Designation	Current Use of Property

Proposed Use of Property

City of Bradenton's Public Works and Utility Department, more specifically the Divisions of Solid Waste, Fleet, Warehouse, Water/Sewer (collection and distribution), Landscape & Grounds, Streets, and Drainage

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Jamie Schindewolf			
Case Manager				
Building Review				
Public Works Review				
Planning Review				

Task	Assigned To	Status	Status Date	Action By
Fire Review				
Other Reviews				
Review Consolidation				
DRC				
Planning Commission				
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Gene Brown, Legislative

ITEM TYPE: Miscellaneous

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

SUBJECT: City Council Discussion about the Ward III Seat

SUGGESTED ACTION: TBD

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Council discussion regarding the Ward III seat.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
TBD

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 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: Approval

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:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 23, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Renaming the Day Dock to the Bradenton Riverwalk Pier

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Because the Riverwalk serves as a hub for the Gulf Islands Ferry, the Bradenton Area Convention and Visitors Bureau recommended that the day dock be branded. We propose renaming the day dock as the Bradenton Riverwalk Pier. This new name aims to enhance the area's identity and attract more visitors to the waterfront. By aligning the dock with the Riverwalk, it emphasizes the connection between the community and its scenic waterways.

This branding initiative is expected to improve navigation for tourists and foster a sense of pride among locals. Additionally, it may create opportunities for events and activities that celebrate the cultural richness of the area.

FINANCIAL IMPACT:
The funding for design and construction will be provided by Manatee County/Bradenton Area Convention and Visitors Bureau.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the branding of the day dock to the Bradenton Riverwalk Pier.

ATTACHMENTS:
Bradenton Riverwalk Pier Concept

BACVB BRADENTON RIVERWALK PIER SIGNAGE

ROUND 1

3.6.24

FAHLGREN MORTINE

CONCEPT 1

The arced signage incorporates the visual branding of the Riverwalk area. The colors and wave lines create a playful and inviting feel.

GRAPHICS





"BRADENTON" and "RIVERWALK PIER" would be raised from the surface of the sign.

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

Surveyor's Notes:

1) This is a boundary survey.

2) Subject parcels are in unincorporated Manatee County and not within the boundary of the City of Bradenton.

3) Bearing are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East being N00° 19' 42"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

4) Coordinates are in U.S. Survey Feet and are based on the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

5) Distances are in U.S. Survey Feet

6) The subject property lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12081C0306F for Manatee County, Florida Community No. 120153, dated August 10, 2021 and issued by the Federal Emergency Management Agency.

7) Underground improvements shown here on are per above ground evidence only. No excavation was performed to verify the location or existence of any underground improvements, structures or foundations. This document should not be relied upon for excavation or critical design functions without field verification of under ground improvement locations.

8) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A2, Issuing Office File Number 41324.042, Commitment Date, May 17, 2024 at 11:00pm. No other instruments of record, rights-of-way and/or ownership are known by, or were furnished this Surveyor except as shown hereon.

9) The description for the City of Bradenton utility easement recorded in Official Records Book 1411, Page 6478 is found in the City of Bradenton temporary construction easement document recorded in Official Records Book 1411, Page 6480.

10) This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to boundary surveys.

11) Any additions or deletions to this sketch of survey by other than the signing party without written consent of the signing party is prohibited.

12) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

13) Fence ownership is undetermined.

14) Date of survey represents last date of field measurements.

15) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION:

PARCEL 1:

TROPICANA SOUTHWEST PARCEL (COUNTY)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 34 S, RANGE 17 E; THENCE N 00°19'50" E, ALONG THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1437.44 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD COASTLINE RAILROAD); THENCE N 53°11'51" W, ALONG THE SOUTHWESTERLY LINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH THE C.S.X. MAIN LINE TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 67.18 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY WITH THE WESTERLY RIGHT-OF-WAY OF 9TH STREET EAST, AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A **POINT OF BEGINNING**; THENCE CONTINUE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 374.18 FEET; THENCE S 88°54'10" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, **68.54** FEET; THENCE 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1446.68 FEET; THENCE N 89°05'05" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.24 FEET; THENCE N 53°11'51" W, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 179.09 FEET; THENCE N 00°23'07" E, ALONG SAID C,.S.X. RAILROAD RIGHT-OF-WAY, 49.71 FEET: THENCE N 53°11'51" W, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1104.58 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55; THENCE S 00°30'55" E, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 55, A DISTANCE OF 96.51 FEET; THENCE N 89°29'05" E, A DISTANCE OF 27.63 FEET; THENCE S 53°11'51" E, PARALLEL WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND 60.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 802.97 FEET; THENCE S 00°24'36" W, A DISTANCE OF 1184.93 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T RIGHT-OF-WAY MAPS; THENCE S 89°04'20" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 683 (U.S. 301), A DISTANCE OF 719.47 FEET; THENCE S 89°03'49" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 307.14 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 12°01'01" W, A DISTANCE OF 1592.39 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'46", A DISTANCE OF 542.77 FEET TO THE **POINT OF TANGENT OF** SAID CURVE; THENCE S 58°27'13" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 308.55 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF AFORESAID 9TH STREET EAST; THENCE N 07°40'57" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID 9TH STREET EAST, A DISTANCE OF 233.52 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 36, TOWNSHIP 34 S, RANGE 17 E, MANATEE COUNTY, FLORIDA.

CONTAINING 28.31 ACRES MORE OR LESS.

PARCEL 2:

TROPICANA PARK (PARCEL A)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF, THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A **POINT OF BEGINNING**; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY A DISTANCE OF 948.56 FEET; THENCE S 00°16'20" W, LEAVING SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 121.85 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF- WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W. ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, A DISTANCE OF 970.67 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST; THENCE N 06°00'58" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 184.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

PARCEL 3:

TROPICANA PARK (PARCEL B)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E. ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 13120-2506; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET FOR A **POINT OF BEGINNING**; THENCE CONTINUE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 306.82 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 53°17'55" W, 930.06 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'25", A DISTANCE OF 168.12 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, 391.96 FEET; THENCE N 00°16'20" E, A DISTANCE OF 121.85 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S. RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 4.08 ACRES MORE OR LESS

Schedule B-II of Old Republic National Title Insurance Company, Commitment Number 1524825A2:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
NOT A MATTER OF SURVEY

2. a. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
NOT A MATTER OF SURVEY

b. Rights or claims of parties in possession not recorded in the Public Records.
NOT A MATTER OF SURVEY

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
NO ENCROACHMENT FOUND.
CSX SHED PLOTTED ON SHEET 2
CSX USE OF SITE AS DEBRIS STORAGE ADJACENT TO RAILROAD TRACKS IN VARIOUS LOCATIONS- NOT PLOTTED
CSX & FDOT DRAINAGE THROUGH PARCEL 1 DRAINAGE DITCHES TO ROBINSON'S POND DITCH SYSTEM PLOTTED ON SHEETS 3 & 5
BILLBOARD PLOTTED ON SHEET 6

d. Easements or claims of easements not recorded in the Public Records.
NOT A MATTER OF SURVEY

e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
NOT A MATTER OF SURVEY.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
NOT A MATTER OF SURVEY.

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
NOT A MATTER OF SURVEY.

5. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 474. Page 351, Public Records of Manatee County, Florida. (as to Parcel 1)
NOT A MATTER OF SURVEY. ONLY THE PORTION OF O.R. BOOK 474, PG 351 THAT AFFECTS PARCEL 1 IS PLOTTED ON SHEET 8.
O.R. BOOK 474, PG 351 ALSO EXTENDS OVER PARTS OF US HIGHWAY 301, SHEPARDS RED BARN PARCEL (PID 4635900109) & THE TROPICANA PARCEL NORTH OF THE CSX RAILROAD RIGHT-OF-WAY (PID 4632800109).

6. Intentionally deleted. A2

7. Easement to Florida Power & Light Company recorded in O.R. Book 1175, Page 357, Public Records of Manatee County, Florida. (as to Parcels 2 & 3)
PLOTTED ON SHEETS 6 & 7.

8. Utility Easement in favor of the County of Manatee, a political subdivision recorded in O.R. Book 1353, Page 2765, Public Records of Manatee County, Florida. (as to Parcel 1)
PLOTTED ON SHEET 4.

9. Revised A1- Grant of Utility Easement(s) in favor of the City of Bradenton, a municipal corporation recorded in O.R. Book 1411, Page 6462, and O.R. Book 1411, Page 6468, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

10. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1411, Page 6478, and O.R. Book 1411, Page 6480, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 2, 3, 5 & 6 (DESCRIPTION FOR OR 1411, PG 6478 FOUND IN OR 1411, PG 6468).

11. Revised A1 - Grant of Utility Easement in favor of the City of Bradenton recorded in O.R. Book 1411, Page 6484, Public Records of Manatee County, Florida. (as to Parcels 2 & 3) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 6 & 7.

12. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7062, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

13. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7069, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 2, 3, 5 & 6.

14. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7076, Public Records of Manatee County, Florida. (as to Parcels 2 & 3) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 6 & 7

15. Revised A1- Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 1531, Page 7071, Public Records of Manatee County, Florida, without right of entry, (as to Parcel 3)
NOT A MATTER OF SURVEY. THE AREA OF OR BOOK 1531, PG 7071 IS PLOTTED ON SHEET 9.

16. Revised A1 - Utility Easement Booster Pump Station in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1632, Page 4422, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 4, 5 & 6.

17. Revised A1 - Utility Easement Water Reuse In favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1639 Page 4495, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 5.

18. Easement to Florida Power & Light Company recorded in O.R. Book 1671, Page 6901, Public Records of Manatee County, Florida. (as to Parcels 1, 2 & 3)
PLOTTED ON SHEETS 5 & 6.

19. Right-of-Way Easement in favor of County of Manatee, a Political Subdivision of the State of Florida, for roadway purposes, pedestrian sidewalks, street lighting, underground and overhead utilities, and surface and underground drainage recorded July 30, 2008, in O.R. Book 2268, Page 4531, Public Records of Manatee County, and Florida. (as to Parcel 1)
PLOTTED ON SHEETS 5 & 6.

20. Drainage Easement in favor of the County of Manatee, a Political Subdivision of the State of Florida, recorded in O.R. Book 2268, Page 4534, Public Records of Manatee County, Florida. (as to Parcel 1)
PLOTTED ON SHEETS 3, 5 & 6.

21. Revised A2 - Grant of Utility Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 2328, Page 1749, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

22. Rights of the lessees under unrecorded leases. (as to all Parcels)
NOT A MATTER OF SURVEY.

Certified to:
The City of Bradenton, a municipal corporation of the State of Florida
Blalock Walters, PA
American Land Title Association

David E Cronkhite — Digitally signed by David E Cronkhite, Date: 2024.08.09 13:45:08 -04'00'

DAVID E. CRONKHITE, PSM
FLORIDA CERTIFICATE NO. 6078

08/08/2024
DATE OF SURVEY

DAVID E CRONKHITE — License Number 6078 — STATE OF FLORIDA — Professional Surveyor and Mapper

DATE	REVISIONS	BY

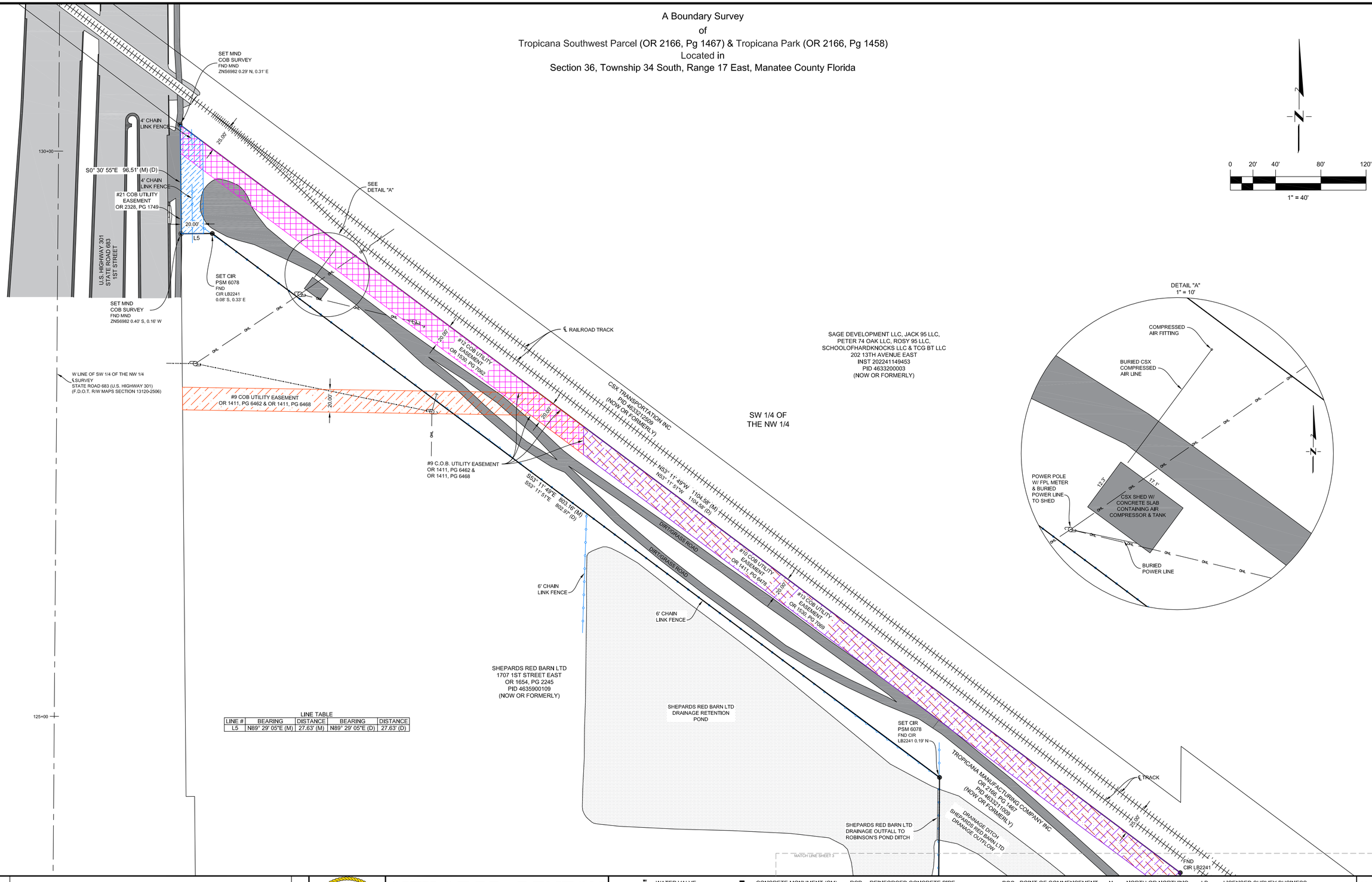
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)
RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

POC =POINT OF COMMENCEMENT
POB =POINT OF BEGINING
PC =POINT OF CURVE
PT =POINT OF TANGENT
℄ =CENTER LINE
RW =RIGHT-OF-WAY
(M) =FIELD MEASURED DATA
(D) =DEED DATA
N. =NORTH OR NORTHING
E. =EAST OR EASTING
S. =SOUTH
W. =WEST
UNK =UNKNOWN
FND =FOUND
L# =LINE NUMBER
C# =CURVE NUMBER
LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 1 OF 9
SCALE: 1" = 40'
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida



LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L5	N89° 29' 05"E (M)	27.63' (M)	N89° 29' 05"E (D)	27.63' (D)

DATE | REVISIONS | BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
=OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

RCP =REINFORCED CONCRETE PIPE
RCPE=REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

POC =POINT OF COMMENCEMENT
POB =POINT OF BEGINING
PC =POINT OF CURVE
PT =POINT OF TANGENT
℄ =CENTER LINE
RW =RIGHT-OF-WAY
(M) =FIELD MEASURED DATA
(D) =DEED DATA

N. =NORTH OR NORTHING
E. =EAST OR EASTING
S. =SOUTH
W. =WEST
UNK =UNKNOWN
FND =FOUND
L# =LINE NUMBER
C# =CURVE NUMBER

LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 2 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

MATCH LINE SHEET 3

S LINE OF SW 1/4 OF THE NW 1/4
N LINE OF NW 1/4 OF THE SW 1/4

S LINE OF SE 1/4 OF THE NW 1/4
N LINE OF NE 1/4 OF THE SW 1/4

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

CSX TRANSPORTATION INC
PID 463221208
(NOW OR FORMERLY)

DIRTGRASS ROAD

FND CIR LB2241

L4 — 20.00'

65.00'

N53° 11' 49"W 179.09' (M)
N53° 11' 51"W 179.05' (D)

℄ TRACK

L3

FND CIR LSF B2241

FND CIR LB2241

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

ASPHALT ROAD

DRAINAGE DITCH
SHEPARDS RED BARN LTD
DRAINAGE OUTFLOW

NW 1/4 OF
THE SW 1/4

NE 1/4 OF
THE SW 1/4

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SW 1/4

6' CHAIN
LINK FENCE

S0° 24' 53"W 1185.10' (M)
S0° 24' 36"W 1184.93' (D)

DRAINAGE
RETENTION POND

36" RCP
HEADWALL
18" PVC
#20 END OF MC
DRAINAGE EASEMENT
OR 2268, PG 4534
RAILROAD
CROSSING
GATE
30" x 60" RCPE
30" RCP
18" STP
OHL
DRAINAGE DITCH
FDOT & CSX
DRAINAGE
OUTFALL
N53° 11' 49"W 1446.68' (M)
N53° 11' 51"W 1446.68' (D)
#20 MC DRAINAGE
EASEMENT
OR 2268, PG 4534

0 20' 40' 80' 120'
1" = 40'

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L3	N89° 05' 05"W (M)	68.24' (M)	N89° 05' 05"W (D)	68.24' (D)
L4	N00° 23' 07"E (M)	49.71' (M)	N00° 23' 07"E (D)	49.71' (D)

MATCH LINE SHEET 4

DATE	REVISIONS	BY

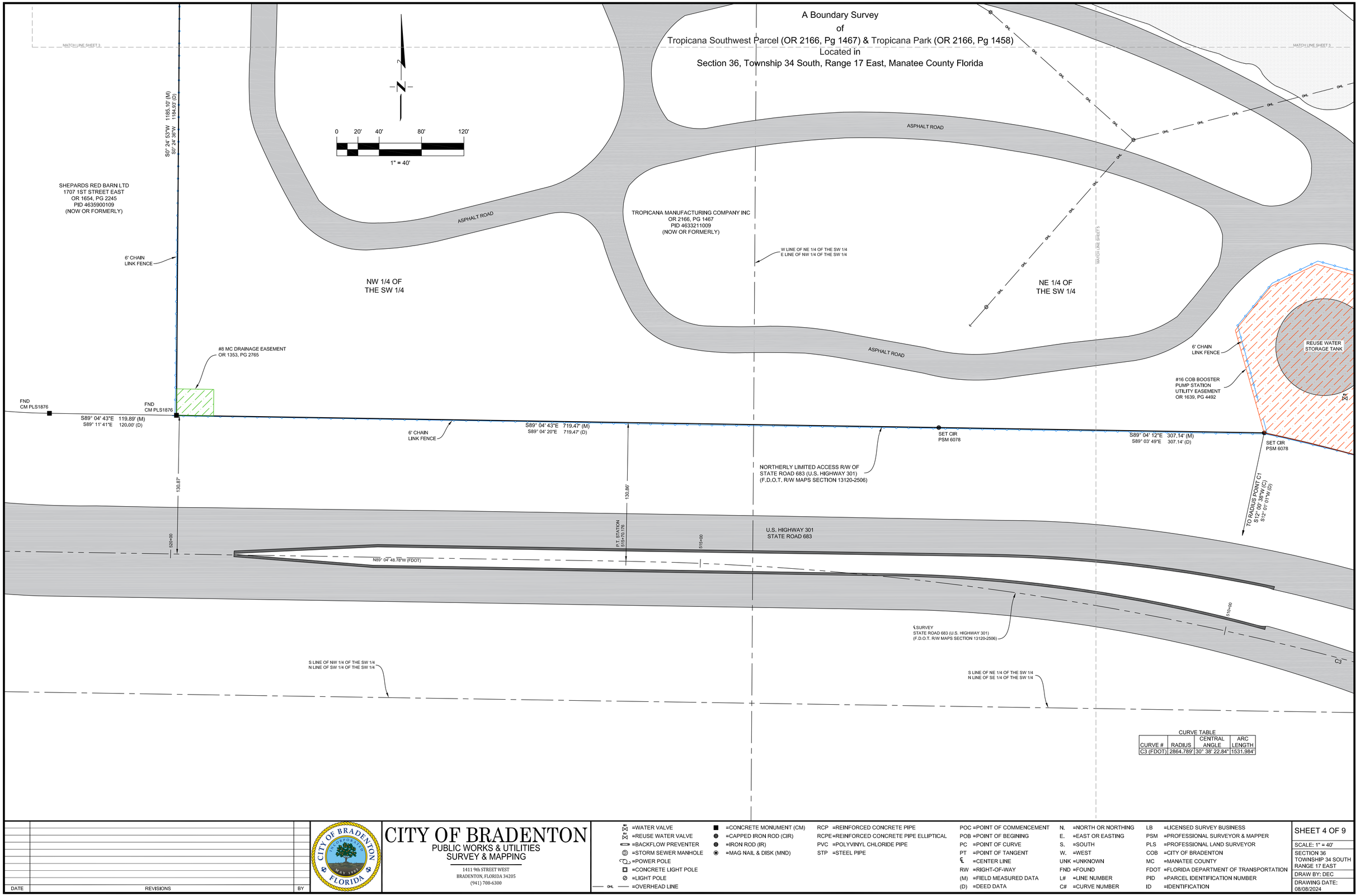
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)
RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

POC	=POINT OF COMMENCEMENT	N,	=NORTH OR NORTHING	LB	=LICENSED SURVEY BUSINESS
POB	=POINT OF BEGINING	E,	=EAST OR EASTING	PSM	=PROFESSIONAL SURVEYOR & MAPPER
PC	=POINT OF CURVE	S,	=SOUTH	PLS	=PROFESSIONAL LAND SURVEYOR
PT	=POINT OF TANGENT	W,	=WEST	COB	=CITY OF BRADENTON
℄	=CENTER LINE	UNK	=UNKNOWN	MC	=MANATEE COUNTY
RW	=RIGHT-OF-WAY	FND	=FOUND	FDOT	=FLORIDA DEPARTMENT OF TRANSPORTATION
(M)	=FIELD MEASURED DATA	L#	=LINE NUMBER	PID	=PARCEL IDENTIFICATION NUMBER
(D)	=DEED DATA	C#	=CURVE NUMBER	ID	=IDENTIFICATION

SHEET 3 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE:
08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
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STP =STEEL PIPE
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S. =SOUTH
W. =WEST
UNK =UNKNOWN
FND =FOUND
L# =LINE NUMBER
C# =CURVE NUMBER
LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 4 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

N

0 20' 40' 80' 120'
1" = 40'

MATCH LINE SHEET 3

CSX TRANSPORTATION INC
PID 463221209
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

OLDCASTLE APG SOUTH INC
OR 2238, PG 3969
1709 9TH STREET EAST
PID 4686410103
(NOW OR FORMERLY)

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L1	N53° 11' 49"W (M)	63.30' (M)	N53° 11' 51"W (D)	67.18' (D)
L2	S88° 54' 10"E (M)	68.54' (M)	S88° 54' 10"E (D)	68.54' (D)
L6	S89° 17' 56"E (M)	59.75' (M)	S89° 18' 13"E (D)	60.00' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1 (M)	1592.39'	19° 31' 46"	542.77'	S12° 00' 38"W
C1 (D)	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W
C1 (FDOT)	1592.39'	19° 29' 30"	541.72'	
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'	

#20 MC DRAINAGE EASEMENT OR 2268, PG 4534
#13 COB UTILITY EASEMENT OR 1530, PG 7069
#10 COB UTILITY EASEMENT OR 1411, PG 6478
FDOT & CSX DRAINAGE OUTFALL
ASPHALT ROAD
℄ TRACK
SET CIR PSM 6078
L2
HEADWALL
30" RCP
FND CIR LB2241
DRAINAGE DITCH
FDOT DRAINAGE OUTFALL
FPL TRANSFORMER
REUSE WATER STORAGE TANK
6' CHAIN LINK FENCE
#16 COB BOOSTER PUMP STATION UTILITY EASEMENT OR 1639, PG 4492
NE 1/4 OF THE SW 1/4
TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)
#17 COB WATER REUSE UTILITY EASEMENT OR 1639, PG 4495
#20 MC DRAINAGE EASEMENT OR 2268, PG 4534
N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)
SHELL ROAD
S89° 04' 12"E 307.14' (M)
S89° 03' 49"E 307.14' (D)
SET CIR PSM 6078
TO RADIUS POINT C1
S12° 00' 38"W (C)
S12° 01' 01"W (D)
MATCH LINE SHEET 4
C1
FDOT DRAINAGE OUTFALL
30" RCP
6' CHAIN LINK FENCE
#18 FPL EASEMENT OR 1671, PG 6901
NORTHERLY LIMITED ACCESS R/W OF STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)
510+00
C3
U.S. HIGHWAY 301
STATE ROAD 683
SET CIR PSM 6078 FND 5/8 " IR 0.17' N, 0.32' E
S LINE OF NE 1/4 OF THE SW 1/4
N LINE OF SE 1/4 OF THE SW 1/4
S24° 27' 36"E 308.41' (M)
S58° 27' 13"E 309.55' (D)
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)
505+00
SE 1/4 OF THE SW 1/4
#19 MC RIGHT-OF-WAY EASEMENT OR 2268, PG 4531
TROPICANA MONUMENT SIGN
7' METAL BAR FENCE
WATER AIR RELEASE VALVE
REUSE WATER AIR RELEASE VALVE
POC PARCEL 1
SE CORNER OF SW 1/4
SECTION 36, T34S, R 12E
SET CIR PSM 6078
POB PARCEL 1
FND CIR LB2241
L7
SOUTHWESTERLY RW CSX
W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SE 1/4
9TH STREET EAST
POC PARCEL 2 & 3
233.52' (M) (D)
N0° 40' 57"E
L6
S89° 17' 56"E 87.77' (M)
S89° 18' 13"E 87.61' (D)
FND CIR LB2241
#18 FPL EASEMENT OR 1671, PG 6901
7' METAL BAR FENCE
TROPICANA MONUMENT SIGN
N0° 19' 42"E 1437.41' (M)
N0° 19' 50"E 1437.44' (D)
374.18' (M)
374.18' (D)
N53° 11' 49"W
N53° 11' 51"W
65.00'
NW 1/4 OF THE SE 1/4
CSX TRANSPORTATION INC
PID 463221209
(NOW OR FORMERLY)
SET CIR PSM 6078 FND 5/8" IR DISTURBED
6' CHAIN LINK FENCE
MATCH LINE SHEET 6

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
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=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

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PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 5 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

N

0 20' 40' 80' 120'
1" = 40'

NW 1/4 OF THE SE 1/4

MATCH LINE SHEET 5

CSX TRANSPORTATION INC
PID 465321250
(NOW OR FORMERLY)

OLDCASTLE APG SOUTH INC
OR 2238, PG 3969
1709 9TH STREET EAST
PID 4686410103
(NOW OR FORMERLY)

NW 1/4 OF THE SE 1/4

S LINE OF NW 1/4 OF THE SE 1/4
N LINE OF SW 1/4 OF THE SE 1/4

65.00'

POB
PARCEL 1
FND
CIR LB2241

SOUTHWESTERLY R/W CSX RR

L7

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SE 1/4

POB
PARCEL 2
SET CIR
PSM 6078
FND 5/8" IR
DISTURBED

℄ TRACK

20.00'

WESTERLY R/W
9TH STREET EAST

N0° 40' 57"E 233.52' (M) (D)

6' CHAIN LINK FENCE

L6

S89° 17' 56"E 87.77' (M)
S89° 18' 13"E 87.61' (D)

FND
CIR LB2241

SOUTHERLY R/W
9TH STREET EAST

#18 FPL EASEMENT
OR 1671, PG 6901

65.00'

POC
PARCEL 2 & 3
NW COR OF SW 1/4 OF SE1/4, SECTION 36, T34S, R 12E

SET CIR
PSM 6078

9TH STREET EAST

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

7' METAL BAR FENCE

TROPICANA MONUMENT SIGN

MATCH LINE SHEET 6

EASTERLY R/W
9TH STREET EAST

N0° 19' 42"E 1437.41 (M)
N0° 19' 50"E 1437.44 (D)

WATER AIR RELEASE VALVE

REUSE WATER AIR RELEASE VALVE

FND
CIR LB2241

40' x 10' BILLBOARD SIGN
WITH 36" METAL POLE BASE SIGN
LEASE AGREEMENT EXPIRED
(O.R.BOOK 1158, PAGE 2573)
FDOT TAG # AS743 & AS744

P.C. STATION
500+39.62

500+00

REUSE WATER METER VAULT

REUSE WATER HOOKUP

PARCEL 2

#14 COB UTILITY EASEMENT
OR 1530, PG 7076

6' CHAIN LINK FENCE

20.00'

#11 COB UTILITY EASEMENT
OR 1411, PG 6484

12.00'

#7 FPL EASEMENT
OR 1175, PG 357

10.00'

S53° 11' 49"E 948.56' (M)
S53° 11' 51"E 948.56' (D)

N53° 27' 45"W 970.84' (M)
N53° 27' 13"W 970.67' (D)

℄ TRACK

CSX TRANSPORTATION INC
PID 465321250
(NOW OR FORMERLY)

SW 1/4 OF THE SE 1/4

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1458
PID 4687900059
(NOW OR FORMERLY)

W LINE OF SE 1/4
OF THE SW 1/4
E LINE OF SW 1/4
OF THE SE 1/4

MATCH LINE SHEET 7

POC
PARCEL 1
SE CORNER OF SW 1/4
SECTION 36, T34S, R 12E

℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L6	S89° 17' 56"E (M)	59.75' (M)	S89° 18' 13"E (D)	60.00' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

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(M) =FIELD MEASURED DATA
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S. =SOUTH
W. =WEST
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FND =FOUND
L# =LINE NUMBER
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SHEET 6 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

WATER AIR RELEASE VALVE
REUSE WATER AIR RELEASE VALVE
40' x 10' BILLBOARD SIGN WITH 36" METAL POLE BASE SIGN
LEASE AGREEMENT EXPIRED (O.R.BOOK 1158, PAGE 2573)
FDOT TAG # AS743 & AS744
OHL
REUSE WATER METER VAULT
REUSE WATER HOOKUP
PARCEL 2
6' CHAIN LINK FENCE
#14 COB UTILITY EASEMENT OR 1530, PG 7076
20.18'
12.06'
#11 COB UTILITY EASEMENT OR 1411, PG 6484
#7 FPL EASEMENT OR 1175, PG 357
10.00'
SW 1/4 OF THE SE 1/4
TRACK
CSX TRANSPORTATION INC PID 483327250B (NOW OR FORMERLY)
S53° 11' 49"E 948.56' (M)
S53° 11' 51"E 948.56' (D)
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1452 PID 4565700509 (NOW OR FORMERLY)
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1458 PID 4687900059 (NOW OR FORMERLY)
N68° 27' 42"W 970.67' (M)
N68° 27' 13"W 970.67' (D)
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)
MATCH LINE SHEET 6
495+00
SET CIR PSM 6078
FND CIR LB2241 DISTURBED
S0° 16' 20"W 121.85' (M) (D)
NORTHERLY LIMITED ACCESS R/W OF STATE ROAD 683 (U.S. HIGHWAY 301) (F.D.O.T. R/W MAPS SECTION 13120-2506)
#7 END OF FPL EASEMENT OR 1175, PG 357
FND CIR LB2241
PARCEL 3
N53° 11' 49"W 306.82' (M)
N53° 11' 51"W 306.82' (D)
N68° 26' 25.94"W (FDOT)
U.S. HIGHWAY 301
STATE ROAD 683
490+00
N68° 27' 42"W 391.96' (M)
N68° 27' 13"W 391.96' (D)
TO RADIUS POINT (C) S56° 16' 47"W (C) S53° 17' 55"W (D)
REUSE WATER AIR RELEASE VALVE
SET CIR PSM 6078
W LINE OF SE 1/4 OF THE SE 1/4
E LINE OF SW 1/4 OF THE SE 1/4
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1452 PID 4565700509 (NOW OR FORMERLY)
MATCH LINE SHEET 6

N
0 20' 40' 80' 120'
1" = 40'

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C2 (M)	930.06'	10° 21' 19"	168.09'	S53° 16' 47"W
C2 (D)	930.06'	10° 21' 25"	168.12'	S53° 17' 55"W
C2 (FDOT)	929.23'	10° 05' 33"	163.81'	

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
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=STORM SEWER MANHOLE
=POWER POLE
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=LIGHT POLE
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PLS =PROFESSIONAL LAND SURVEYOR
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FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 7 OF 9
SCALE: 1" = 40'
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

PART OF
OR 474, PG 351

NW 1/4 OF
THE SW 1/4

NE 1/4 OF
THE SW 1/4

U.S. HIGHWAY 301
STATE ROAD 683

9TH STREET EAST

SET CIR
PSM6078
FND CIR
LB2241 0.19'N

FND
CIR LB2241

FND
CM PLS1876

SET CIR
PSM6078

S LINE OF SW 1/4 OF THE NW 1/4
N LINE OF NW 1/4 OF THE SW 1/4

S LINE OF SE 1/4 OF THE NW 1/4
N LINE OF NE 1/4 OF THE SW 1/4

E LINE OF NW 1/4 OF THE SW 1/4

E LINE OF NW 1/4 OF THE SW 1/4
W LINE OF NE 1/4 OF THE SW 1/4

E LINE OF NE 1/4 OF THE SW 1/4
W LINE OF NW 1/4 OF THE SE 1/4

S LINE OF NW 1/4 OF THE SW 1/4
N LINE OF SW 1/4 OF THE SW 1/4

S LINE OF NE 1/4 OF THE SW 1/4
N LINE OF SE 1/4 OF THE SW 1/4

S0° 24' 53"W 1165.10' (M)
S0° 24' 35"W 1164.30' (D)

N53° 11' 49"W 179.69' (M)
N53° 11' 51"W 179.69' (D)

N53° 11' 49"W 1446.69' (M)
N53° 11' 51"W 1446.66' (D)

S89° 04' 43"E 119.89' (M)
S89° 11' 41"E 120.00' (D)

S89° 04' 43"E 719.47' (M)
S89° 04' 20"E 719.47' (D)

S89° 04' 12"E 307.14' (M)
S89° 03' 49"E 307.14' (D)

N89° 04' 48.78"W (FDOT)

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

S58° 27' 36"E 308.41' (M)
S58° 27' 13"E 308.55' (D)

N7° 40' 39"E 233.52' (M) (D)

P.T. STATION
515+01.76

525+00

520+00

515+00

510+00

505+00

C1

C3

L1

L2

L3

L4

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L1	N53° 11' 49"W (M)	63.30' (M)	N53° 11' 51"W (D)	67.18' (D)
L2	S88° 54' 10"E (M)	68.54' (M)	S88° 54' 10"E (D)	68.54' (D)
L3	N89° 05' 05"W (M)	68.24' (M)	N89° 05' 05"W (D)	68.24' (D)
L4	N00° 23' 07"E (M)	49.71' (M)	N00° 23' 07"E (D)	49.71' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1 (M)	1592.39'	19° 31' 46"	542.77'	S12° 00' 38"W
C1 (D)	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W
C1 (FDOT)	1592.39'	19° 29' 30"	541.72'	
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'	

0 50' 100' 200' 300'
1" = 100'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
=OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)
RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

POC =POINT OF COMMENCEMENT
POB =POINT OF BEGINING
PC =POINT OF CURVE
PT =POINT OF TANGENT
℄ =CENTER LINE
RW =RIGHT-OF-WAY
(M) =FIELD MEASURED DATA
(D) =DEED DATA
N, =NORTH OR NORTHING
E, =EAST OR EASTING
S, =SOUTH
W, =WEST
UNK =UNKNOWN
FND =FOUND
L# =LINE NUMBER
C# =CURVE NUMBER
LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 8 OF 9
SCALE: 1" = 100'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

PARCEL 2

℄ TRACK

CSX TRANSPORTATION INC
PID 462321209
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

S53° 11' 49"E 948.58' (M)
S53° 11' 51"E 948.56' (D)

SW 1/4 OF
THE SE 1/4

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1458
PID 4687900059
(NOW OR FORMERLY)

N56° 27' 42"W 970.94' (M)
N56° 27' 13"W 970.67' (D)

400'+/-

NORTHERLY LIMITED ACCESS R/W OF
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

SET CIR PSM 6078
FND CIR LB2241
DISTURBED

S0° 16' 20"W 121.85' (M) (D)

N53° 11' 49"W 306.82' (M)
N53° 11' 51"W 306.82' (D)

FND
CIR LB2241

PARCEL 3

OR 1531, PG 7097

SET CIR
PSM 6078

N56° 27' 42"W 391.96' (M)
N56° 27' 13"W 391.96' (D)

SET CIR
PSM 6078

N56° 26' 25.94"W (FDOT)

U.S. HIGHWAY 301
STATE ROAD 683

400'+/-

TROPICANA MANUFACTURING
COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

W LINE OF SE 1/4 OF THE SE 1/4
E LINE OF SW 1/4 OF THE SE 1/4

0 20' 40' 80' 120'
1" = 40'

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C2 (M)	930.06'	10° 21' 19"	168.09'	S53° 16' 47"W
C2 (D)	930.06'	10° 21' 25"	168.12'	S53° 17' 55"W
C2 (FDOT)	929.23'	10° 05' 33"	163.81'	

DATE	REVISIONS	BY

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SHEET 9 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024